



COLLECTIVE AGREEMENT

City of Abbotsford
and
Canadian Union of
Public Employees
Local 774



January 1, 2023 – December 31, 2024

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ARTICLE NO. 1 PREAMBLE - PURPOSE OF THE AGREEMENT

WHEREAS it is the desire of both Parties of this Agreement to maintain a harmonious relationship between the Employer and the Employees, to recognize the mutual value of joint discussion and negotiation in all matters pertaining to the promotion of the well-being, morale and security of those Employees included in the Bargaining Unit;

AND WHEREAS the Parties of the second part have formed a Union, hereinafter called the “Union”;

AND WHEREAS it is desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that the Parties hereto, in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE NO. 2 MANAGEMENT RIGHTS

The management of the operation and staff, except as expressly limited by this Agreement, is reserved to and vested exclusively in the Employer.

ARTICLE NO. 3 UNION RECOGNITION

3.01 Recognition

The Employer recognizes the Canadian Union of Public Employees, Local 774, as the sole bargaining agency on behalf of its Employees for which the Union is certified under the *Labour Relations Code* of British Columbia.

3.02 Negotiating Committee

Where meetings are held with the Employer for the purpose of negotiating a revision or renewal of the Collective Agreement, up to seven (7) official representatives of the Union shall have the privilege of attending such meetings without loss of remuneration.

3.03 Conflicting Agreements

The Employer agrees not to enter into any agreement or contract with the Union Employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.

3.04 Bulletin Boards

The Employer will provide a bulletin board for the posting of this Agreement and for such notices as the Union may, from time to time, wish to post; the said notices to be signed by the President or the Union Representative.

3.05 Union Representatives

- (a) The Union shall appoint or elect Union Representatives and shall notify the Employer, in writing, of such appointment or election. The Parties recognize that Union Representatives have an important role to play in maintaining positive and stable relations in the workplace. For this reason, the Employer shall notify the Union forty-eight (48) hours prior to the dismissal of a Union Representative. Upon request, in writing, from the Union, the Employer shall immediately provide reasons in writing.
- (b) Union Representatives will be allowed sufficient time off with pay in order to process or investigate grievances or attend disciplinary meetings, provided that they have first obtained the permission of their immediate non-bargaining unit manager (or designate). Such permission will not be unreasonably withheld.

3.06 Soliciting by Union Members and Members of Council

The Parties agree that the Employees shall not solicit individual members of Council in respect to rates of pay, working conditions, or any other matter covered by this Agreement, during the term of this Agreement; nor shall individual members of Council discuss such matters with Employees during the term of the Agreement.

ARTICLE NO. 4 HUMAN RIGHTS

4.01 Human Rights Code

The Parties agree to abide by the *Human Rights Code* of British Columbia.

4.02 Respectful Workplace

All personnel have the right to work in an environment free from discrimination and harassment as defined in the *Respectful Workplace Policy* and applicable legislation.

Any complaint alleging discrimination and/or harassment will be dealt with in accordance with the *Respectful Workplace Policy*, and/or through the Grievance Procedure, with Union representation. Grievances will commence at the appropriate step as mutually agreed to by the Parties. It is understood that, where a complaint has been filed with the Human Rights Commission and a grievance has been filed for the same issue, the Parties may agree to put the grievance on hold while the Human Rights complaint is adjudicated.

The Employer agrees to provide the Union with any changes to this policy, thirty (30) calendar days prior to submission to the Strategic Leadership Team, so as to provide the Union the opportunity to review and respond before any changes occur.

ARTICLE NO. 5 UNION MEMBERSHIP AND DUES CHECK-OFF

5.01 Union Membership

All Employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union within two (2) months of employment with the Employer.

5.02 Dues Check-Off

The Employer shall provide each new Employee with all necessary personnel forms, including Union application form, authorizing the Employer to deduct from the Employee's earnings Union initiation fees, dues, and other charges as levied in accordance with the Union Constitution and Bylaws. The Employer shall forward signed application forms to the Union, and shall remit all deductions to the Union not later than the fifteenth (15th) day of the month following.

ARTICLE NO. 6 DEFINITION - EMPLOYEES AND TERMS

6.01 Plural or Gender Neutral Terms Will Apply

Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the Party or Parties hereto so require.

All references throughout the Collective Agreement shall only use gender neutral terms while referring to individuals or groups.

6.02 Employee Definitions

- (a) **"Employee"** shall mean a person who is an "Employee" as defined in the *Labour Relations Code* of British Columbia.
- (b) **"Regular Employee"** shall mean an Employee who has successfully completed the probationary period. Regular Employees shall be entitled to all benefits provided by the Collective Agreement from the date of hire, subject to current waiting periods, or such periods as agreed to in the future, except as may be specifically excluded or limited under the Collective Agreement.
 - (i) **"Full-Time Employee"** shall mean an Employee who regularly works full-time hours as set out in this Agreement.
 - (ii) **"Part-Time Employee"** shall mean an Employee who regularly works less than eighty-five percent (85%) of the regular full-time hours for that classification per week. Part-Time Employees shall be entitled to the benefits of this Agreement on a pro rata basis. Part-Time Employees whose hours of work in the previous twelve (12) months were consistently more than fifty percent (50%) of the normal full-time hours for that classification, shall have the option of the benefits contained in Article Nos. 20, 21, 22, and 26, or the appropriate percentage (%) in lieu. Coverage under the Employee Benefit Plans in Article No. 26, for Part-Time Employees who opt for the benefit coverages, shall be subject to the Employee continuing to be

eligible for such coverages under the Carrier(s) Benefit Plan. All other Part-Time Employees shall receive the appropriate percentage (%) in lieu of the benefits contained in Article Nos. 20, 21, 22, and 26.

- (c) (i) Subject to sub-paragraph (ii) below, “**Auxiliary Employee**” shall mean an Employee who is employed on an intermittent or temporary basis to:
1. provide relief; or
 2. replace an Employee who is on a Leave of Absence from work; or
 3. augment staff due to increased activities for a period not to exceed five (5) consecutive months, unless otherwise mutually agreed to by the Parties.
- (ii) For the purpose of Letter of Understanding No. 5 entitled “Part-Time and Auxiliary Customer Service Representatives, Guard/Instructors and Facility Attendants” (LOU No. 5), “**Auxiliary Employee**” shall mean an Employee who is employed to:
1. provide relief for another Employee covered by LOU No. 5; or
 2. replace an Employee covered by LOU No. 5 who is on Leave of Absence from work; or
 3. work a scheduled block of additional shifts as assigned by the Employer pursuant to Section C or D of LOU No. 5; or
 4. work available hours of work as assigned by the Employer pursuant to Section E, F and G of LOU No. 5.
- (iii) Auxiliary Employees shall receive the appropriate percentage (%) in lieu of the benefits contained in Article Nos. 20, 21, 22 and 26. Seniority for Auxiliary Employees shall be calculated according to Article No. 14.04. Work will be assigned by seniority to Auxiliary Employees capable of fulfilling the duties of the position. Auxiliary Employees shall not be entitled to bump into other positions.
- (d) “**Probationary Employee**” shall mean a new Employee who has been hired for a regular full-time, part-time, or auxiliary position and will serve a probationary period as defined below. During this probationary period, competence and suitability of the Employee shall be determined at the sole discretion of the Employer. A Probationary Employee may be terminated at any time during the probationary period, without notice, if the Employer does not find the Employee competent and suitable for employment.

A Probationary Employee shall not be granted Regular Employee status and shall have no seniority rights until completion of the probationary period.

No Employee shall be required to serve more than one (1) probationary period as defined herein, except where an Employee terminates employment with the Employer and is rehired at a later date.

- (i) The probationary period for a Full-Time Employee shall be:

- a. For Employees whose regular hours of work are seven (7) hours per day, the first six hundred and thirty (630) hours worked;
 - b. For Employees whose regular hours of work are either eight (8) or ten (10) hours per day, the first seven hundred and twenty (720) hours worked.
- (ii) The probationary period for Part-Time and Auxiliary Employees shall be:
- a. For Employees whose regular hours of work are seven (7) hours per day, the first six hundred and thirty (630) hours worked or twelve (12) consecutive months, whichever comes first;
 - b. For Employees whose regular hours of work are either eight (8) or ten (10) hours per day, the first seven hundred and twenty (720) hours worked or twelve (12) consecutive months, whichever comes first.
- Part-Time and Auxiliary Probationary Employees who are successful in reaching four hundred (400) hours of probation will move to Job Rate.
- (iii) All Employees must complete their probationary period before posting or transferring to another position unless the posting is for a regular position referred to in Article No. 15.02(d)(i).
 - (iv) Where a Probationary Employee is the successful applicant to a regular position as referred to in Article No. 15.02(d)(i), they will be required to complete their probationary period and then serve the remainder of the applicable Trial Period as referred to in Article No. 15.02.
 - (v) The probationary period may be extended by mutual consent of the Parties.
- (e) **“Special Project Employee”** shall be defined as a Non-Regular Employee hired to work on non-regular work projects funded by Provincial or Federal grants. Such Employees shall be paid rates negotiated by the Parties based on the specific job duties.
- (i) Notwithstanding the definition above, Employees hired for recognized education co-op programs or work experience, which the Parties agree are within the intent of this Article, shall be deemed to be Special Project Employees. The Parties agree that students participating in a co-op program will pay Union dues, and that the Employer is not obligated to maintain a student co-op position.
 - (ii) These Employees shall receive statutory benefits and are not entitled to the benefits set out in Article Nos. 20, 21, 22, and 26, nor do these Employees accrue seniority.
 - (iii) In the event of lay-offs, these Employees shall be laid off prior to a lay-off of Regular Employees.
- (f) **“Seasonal Worker”** shall mean an Employee who is employed on a seasonal basis for the purpose of relief, replacement or increased activities. These Employees will be hired only for the period between March 1st and October 31st each year.

Seasonal Workers will only be scheduled to work once available staff on the applicable Auxiliary lists has been utilized. When a Seasonal Worker is required to perform duties beyond the scope of the classification, they will be paid the applicable rate of pay under this collective agreement for all time spent performing those duties.

Seasonal Workers shall receive eight point four percent (8.4%) in lieu of all benefits including vacation and statutory holiday pay.

Seasonal Workers who are rehired for a second year shall, on completion of ninety (90) days worked, including days worked in the first year, accumulate seniority based on hours worked.

Seasonal Workers will be recalled in subsequent years for similar work which they had previously performed, based on seniority. Seasonal Workers wanting to be recalled for seasonal work will notify Human Resources in writing no later than January 31st of the year in which they are eligible to be recalled. Seasonal Workers not hired for subsequent seasons, shall lose their seniority for recall purposes.

Employees employed as Seasonal Workers shall accumulate seniority only for the purpose of recall for seasonal work, as per Article No. 14.01(b).

6.03 Working Days/Work Week

For the purpose of this Agreement, the terms

- (i) “working days” shall exclude Saturdays, Sundays and Statutory/Paid Holidays; and
- (ii) “work week” shall be the seven (7) day period from 00:00 hours Saturday to 24:00 hours Friday. In the case of Employees who work through the midnight hour, for the purposes of determining the work week, the entire shift is deemed to be worked on the day the shift begins.

6.04 Party/Parties

“Party/Parties” shall mean the Employer and the Union.

6.05 Conversion of Part-Time and Auxiliary Employees to Regular Full-Time Employee Status

- (a) Part-Time and Auxiliary Employees who work eighty-five percent (85%) or more of full-time hours in the same classification on a monthly basis for twenty-four (24) consecutive months will convert to a Regular Full-Time Employee status.
- (b) Paragraph (a) above shall not apply:
 - (i) to Part-Time and Auxiliary Employees who are covering for other Employees on a Leave of Absence, or
 - (ii) to Part-Time and Auxiliary Employees with the exception of Customer Service Representatives, covered by Letter of Understanding No. 5 (re: Part-Time and

Auxiliary Customer Service Representatives, Guard/Instructors, and Facility Attendants).

ARTICLE NO. 7 DISPUTES

7.01 Picket Line

No Employee will be required to enter any building or property where a picket line is in evidence when such picket line is established under either the *Statutes of the Province of British Columbia* or the *Statutes of the Government of Canada*; however, in emergency circumstances, essential services will be maintained.

7.02 Disputed Goods

Employees shall not be required to handle, use, receive or transport any product, materials, or equipment that has originated from behind a picket line as defined herein.

ARTICLE NO. 8 JOINT CONSULTATION COMMITTEE

- (a) A committee, consisting of up to six (6) representatives of the Union and an equal number of Employer representatives, shall be established to discuss matters of interest to both Parties. Each Party shall provide the other, in January of each year, the names and/or positions of its respective representatives on the Committee (as well as of the three (3) alternate representatives). The City Manager (or designate) and the President of the Union will attend the meetings whenever possible.
- (b) This committee will meet when requested, in writing, by either Party, and all items for discussion will be included in the request for such meeting.
- (c) The purpose of the Consultation Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.
- (d) Union representatives attending Committee meetings shall not suffer any loss of remuneration.

ARTICLE NO. 9 GRIEVANCE PROCEDURE

9.01 Disputes

Whenever any dispute arises between the Employer and the Union, or between the Employer and one or more Employees, the Employees shall continue to work and the dispute shall be adjudicated in accordance with the following procedures:

9.02 Procedural Steps - Grievance

(a) Grievance Steps

Step No. 1 (Optional)

The Employee is encouraged to make an earnest effort to resolve the grievance directly with their immediate non-bargaining unit manager (or designate). The Employee, at their option, shall be entitled to representation by a Union Representative.

Step No. 2

Failing settlement at Step No. 1, if utilized, the Union shall submit the grievance, in writing, to the Director of the Employee's Department (or designate) within twenty (20) working days of the date on which the Employee knew, or ought reasonably to have known, of the occurrence of the incident giving rise to the grievance. The written notice shall describe the details of the grievance, including the date and circumstances of the incident or occurrence which gave rise to the grievance, the provisions of the Collective Agreement which had been violated, and the remedy sought. The Director of the Department (or designate) with a representative of the Human Resources Department, shall meet with the Employee and a Union Representative within ten (10) working days of receiving the written notice. A decision shall be rendered in writing within ten (10) working days of the Step No. 2 meeting.

Step No. 3

If the grievance is not settled at Step No. 2, it may be referred to the Human Resources Director (or designate), in writing, within ten (10) working days of the Departmental Director's (or designate) reply at Step No. 2. The Human Resources Director (or designate) and the General Manager of the Department (or designate) shall meet with the Employee, and Union Representative to try and resolve the grievance. If the Parties are unable to settle the grievance within twenty (20) working days of receiving the notice referring to Step No. 3, then either Party may give written notice to proceed to arbitration.

- (b) Time limits mentioned in the previous provisions may be extended by mutual consent of the Parties and confirmed in writing.
- (c)
 - (i) If either Party fails to act within the time limits outlined in the Grievance Procedure with respect to a grievance that does not arise out of a suspension, dismissal, reclassification or job posting, then where it was the Union or Employee who failed to act, the grievance shall be deemed abandoned, and where it was the Employer or Manager who failed to act, the grievance shall be allowed.
 - (ii) With respect to a grievance that arises out of a suspension, dismissal, reclassification or job posting, a Party which does not present or progress its grievance within the prescribed time limits of the Grievance Procedure, as set out in Article Nos. 9 and 10, shall have its grievance deemed to be abandoned.

When the Party receiving the grievance fails to respond within the prescribed time limits of the Grievance Procedure, as set out in Article Nos. 9 and 10, the grievance shall be deemed to advance to the next Step in the Grievance Procedure.

- (iii) It is understood that the allowance or abandonment of a grievance under subparagraph (i) or (ii) above shall be on a 'Without Prejudice or Precedent' basis.
- (d) Employees and Union Representatives attending grievance meetings shall do so without loss of remuneration.
- (e) **Policy Grievance**

If the Union has a dispute regarding the general application or general interpretation of the Collective Agreement, it may submit a policy grievance, in writing, to the Employer's Human Resources Director at Step 3 of the Grievance Procedure within ten (10) working days of the date on which the Union knew, or ought reasonably to have known, of the occurrence of the incident giving rise to the dispute. If the Parties are unable to settle the dispute within twenty (20) working days of the policy grievance being provided to the Employer, or such longer period of time as the Union and the Employer may agree, then the Union may, within a further ten (10) working days, refer the policy grievance to arbitration pursuant to Article No. 11 of this Agreement.

ARTICLE NO. 10 EMPLOYER GRIEVANCE

If the Employer has a dispute with respect to the provisions of the Collective Agreement, the Employer will submit such disputes to the Union. The dispute will be submitted at Step 3 of the Grievance Procedure contained in this Agreement within ten (10) working days of the date on which the Employer knew, or ought reasonably to have known, of the occurrence giving rise to the dispute. If the dispute is not settled within twenty (20) working days of the dispute being provided to the Union, or such longer period of time as the Union and the Employer may agree, then the Employer may, within a further ten (10) working days, refer the dispute to arbitration pursuant to Article No. 11 of this Agreement.

ARTICLE NO. 11 ARBITRATION PROCEDURE

A Board of Arbitration may be formed to hear the grievance. Either Party shall notify the other, in writing, of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other Party shall, within five (5) days, appoint its representative on the Arbitration Board and give notice, in writing, of such appointment to the other Party. Such representatives shall endeavour to select a third member who shall be Chairperson. Should the representatives fail to select a third member within five (5) working days from the appointment of the last representative, either Party may make application to the Collective Agreement Arbitration Bureau to appoint a Chairperson. The expenses and compensation of the representatives selected by the Parties shall be borne by the respective Parties. The expenses and compensation of the Chairperson shall be shared equally between the Parties. The Parties may agree to proceed with a single Arbitrator rather than a Board of Arbitrators.

ARTICLE NO. 12 ALTERNATE ARBITRATION PROCEDURE

- (a) The Parties may, by mutual agreement, submit any grievance they deem appropriate to a mutually agreed third Party at any point during the Grievance Procedure for an expedited ruling on the grievance.
- (b) Unless mutually agreed otherwise, a ruling pursuant hereto shall be “Without Prejudice or Precedent”, and binding only to the degree necessary to resolve the instant grievance.
- (c) A ruling shall be rendered within five (5) working days or such other time frame as mutually agreed, from receipt of a joint submission of the Parties. Reasons for the ruling shall be provided to the Parties, in writing, within thirty (30) calendar days.
- (d) The Parties agree that before moving a grievance to arbitration, they shall discuss the possibility of alternate procedures as per Section 87 or 104 of the *Labour Relations Code* of British Columbia.

ARTICLE NO. 13 DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Disciplinary Action

All disciplinary action, including a verbal reprimand, shall be confirmed, in writing, which shall set forth the reasons for the disciplinary action. A copy of the written notice of discipline shall be forwarded to the Union within five (5) days of the action being taken. In a case of dismissal, the Union will be informed immediately.

13.02 Disciplinary Action by Employer

- (a) Disciplinary action generated by the Employer includes written censures, letters of reprimand, adverse reports, and letters of suspension. An Employee and the Union shall be given a copy of any such document placed on the Employee’s file which might be the basis of disciplinary action. Should an Employee dispute any such entry in their file, they shall be entitled to recourse through the Grievance Procedure, and the eventual resolution thereof shall become part of their personnel record. Any such document not related to a suspension may be removed upon request of an Employee at the expiration of twelve (12) months from the date it was issued, provided there has been no similar further infraction, provided the Employer is satisfied there is no longer a need to retain such document. Any letter of suspension may be removed upon request of an Employee at the expiration of twenty-four (24) months from the date it was issued, provided there has been no similar infraction, provided the Employer is satisfied there is no longer a need to retain such document. The Employer agrees not to introduce as evidence at any hearing any document from the file of an Employee, the existence of which the Employee was not aware of at the time of filing.
- (b) The record of any Employee shall not be used against them at any time:
 - (i) after twelve (12) months following a disciplinary action, including letters of reprimand or any adverse report, but not including suspensions, or

- (ii) after twenty-four (24) months following a letter of suspension, provided there are no other reports during that period. This language does not apply to discipline imposed as a result of the *Respectful Workplace Policy* in effect at the date of the ratification or as otherwise agreed to between the Parties.
- (c) Failure to grieve previous discipline, other than suspension, or to pursue such a grievance to arbitration, shall not be considered an admission that discipline was justified.

13.03 Access to Personnel Files

An Employee, or Union Representative or their designate, with the written authority of the Employee, shall be entitled to review the Employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The Employee or the representative, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

13.04 Right to Have Union Representative Present

- (a) An Employee shall have the right to have no more than two (2) Union Representatives present at any discussion with a non-bargaining unit manager (or designate) which may involve, or lead to, disciplinary action. Where a non-bargaining unit manager (or designate) intends to interview an Employee for disciplinary purposes, the non-bargaining unit manager (or designate) shall make every effort to notify the Employee, in advance, of the purpose of the interview in order that the Employee may contact their Union Representative(s) providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) If the discussion referred to in paragraph (a) above is held during the scheduled working hours of one or both of the Union Representatives, they shall first obtain the permission of their immediate non-bargaining unit manager (or designate). Such permission shall not be unreasonably denied.
- (c) The Employer shall be responsible for the payment of the wages for only one of the two Union Representatives who attend the discussion referred to in paragraph (a) above during their scheduled work hours. The Union shall be responsible for the payment of the wages for the second Union Representative for the period of time during their scheduled work hours that they travel to/from, and attend at, the discussion in paragraph (a) above.

13.05 Suspension or Discharge

- (a) The following are examples of incidents which may incur disciplinary action:
 - (i) being found, while at work, under the influence of alcohol or a drug not prescribed by a physician, and if the Employee has refused to obtain proper medical attention for the condition;
 - (ii) theft or conversion of the Employer's property;
 - (iii) willful damage to the Employer's property;
 - (iv) continuous unsatisfactory work;
 - (v) insubordination.

- (b) Grievances regarding suspension in excess of five (5) days of scheduled work for the Employee, or discharge, may be directly submitted by either Party to the third step of the Grievance Procedure.

13.06 Reinstating After Discharge or Suspension Without Just Cause

In the event an Employee has been discharged or suspended for other than proper cause, a Board of Arbitration may direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his or her wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of a Board of Arbitration is fair and reasonable or make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the Parties.

13.07 Auxiliary Availability

- (a) Subject to the application of paragraph 3 in Letter of Understanding No. 8 (Recreation In-Service Meetings), Auxiliary Employees shall be deemed to have been terminated from their employment in the event that they have not actively worked for the Employer for a period of six (6) consecutive months without valid reasons to the satisfaction of the Employer. Attending a Recreation in-service meeting under LOU 8 does not constitute having “actively worked for the Employer”.
- (b) Auxiliary Employees are expected to be available for all regular business hours unless otherwise agreed to by the Employer. Auxiliary Employees may refuse assignments on days or shifts which they have stated they are available three (3) times in any six (6) month period. On the fourth (4th) refusal, the Auxiliary Employee will be deemed to have been terminated from their employment with the Employer, unless the Employee can demonstrate that the refusal(s) were for valid reasons to the satisfaction of the Employer.
- (c)
 - (i) Subject to sub-paragraph (ii) below, a refusal by an Auxiliary Employee to work a shift of less than four (4) hours in duration, pursuant to Article No. 17.07(d), shall not be considered a refusal of an assignment for the purpose of paragraph (b) above.
 - (ii) A refusal by an Auxiliary Employee to work a shift of less than two (2) hours in duration, pursuant to LOU 5, shall not be considered a refusal of an assignment for the purpose of paragraph (b) above.
- (d) Refusal by an Auxiliary Employee to work a shift with less than twenty-four (24) hours’ notice of a shift assignment shall not be considered refusal of an assignment for the purpose of paragraph (b) above.

ARTICLE NO. 14 SENIORITY

14.01 Seniority Defined

- (a) Seniority is defined as the length of service within the scope of the Bargaining Unit as certified by the Labour Relations Board, including bargaining units for which the Employer is a successor.
- (b) Employees employed as Seasonal Workers shall accumulate seniority only for the purpose of recall for seasonal work.

14.02 Seniority List

- (a) The Employer shall prepare and post an updated seniority list on the first working day March, June, August and December. The list shall be posted on all bulletin boards and remain posted until a replacement list is produced and posted. A copy of the posted seniority list will also be provided to the Union.
- (b) The seniority for Part-Time and Auxiliary Employees shall be based on the hours worked up to the end of the second-to-last complete pay period prior to the date of the posting of the seniority list pursuant to paragraph (a) above.
- (c) Subject to paragraphs (d) and (e) below, the posted seniority list shall be deemed to be valid and current for all purposes of this Agreement from the date of its posting until a replacement list is produced and posted under paragraph (a) above.
- (d) An Employee's seniority, as indicated on the seniority list, shall be subject to correction for error upon written representation by the Union to the Employer, within fourteen (14) calendar days from the date the seniority list was posted under paragraph (a) above, of the purported error.
- (e) In the case of the filling of a position which is posted under Article No. 15.03, the seniority hours of a Part-Time Employee or Auxiliary Employee who applies for the position shall be based upon the hours worked by the applicant Employee up to and including the closing date of the job posting.

14.03 Seniority Determining Factor

- (a) Seniority shall be a factor in determining preference for vacations, banked time off, promotions, demotions, transfers, shifts, lay-offs, and recall in accordance with the specific provisions related thereto.
- (b) If two or more Full-Time Employees have the same seniority date, the seniority determining factor shall be the date and time when the signed offer letter of employment is returned electronically to the City. The Employer will notify the Union of the results of the seniority determination of the affected Employees.

- (c) If two (2) or more Part-Time or Auxiliary Employees have the same seniority hours:
 - (i) on the seniority list posted pursuant to Article No. 14.02(a) or
 - (ii) on the closing date of a posting for the purpose of Article No. 14.02(e),

the seniority determining factor shall be based upon the affected Employees' start dates of employment with the Employer (i.e., the affected Employee with the earlier start date will have the greater seniority determination for the applicable purpose under consideration).

14.04 Seniority for Employees other than Full-Time

- (a) Part-Time and Auxiliary Employees' seniority shall be pro-rated based on hours worked, and where there is a transfer between part-time and full-time positions, seniority shall be determined on a pro-rated basis on the regular annual hours for the full-time position being transferred from.
- (b) Notwithstanding (a) above, where a Part-Time or Auxiliary Employee is on Maternity/ Parental Leave, seniority will be pro-rated based on the following formula:

Total hours worked for a period of one (1) year prior to the start of the absence divided by the annual full-time equivalent hours multiplied by the length of the absence (in hours).

Example: An Employee worked a total of five hundred seventy (570) hours in the year prior to the absence which was six (6) months. The Employee works a seven (7) hour day.

Formula: $570 \text{ hours} / 1820 \text{ regular full-time hours} \times 910 \text{ hours} = 285 \text{ hours added to seniority.}$

- (c) (i) Notwithstanding (a) above, where a Part-Time or Auxiliary Employee is on WorkSafe BC Leave or Sick Leave for more than thirty (30) calendar days, seniority will be pro-rated based on the following formula:

Total hours worked for a period of one (1) year prior to the start of the absence divided by the annual full-time equivalent hours multiplied by the length of the absence (in hours).

Example: An Employee worked a total of five hundred seventy (570) hours in the year prior to the absence which was six (6) months. The Employee works a seven (7) hour day.

Formula: $570 \text{ hours} / 1820 \text{ regular full-time hours} \times 910 \text{ hours} = 285 \text{ hours added to seniority.}$

- (ii) Subject to sub-paragraph (iii) below, during the first thirty (30) calendar days of absence while on WorkSafe BC Leave or Sick Leave, seniority shall be determined as per the Employee's work schedule.
- (iii) If, at the time the Employee commences their WorkSafe BC Leave or Sick Leave, the Employee's work schedule is for a period of less than thirty (30) calendar days, the seniority shall first be determined as per the Employee's remaining work

schedule in the thirty (30) calendar day period and shall thereafter be pro-rated based on the formula set out in sub-paragraph (i) above.

14.05 Seniority Retention and Accumulation

Seniority shall be retained and accumulated on the following basis:

- (a) laid off Employees with less than one (1) year of service - six (6) months;
- (b) laid off Employees with one (1) or more years' service - twelve (12) months;
- (c) Employees with at least one (1) year service who are absent due to a bona fide illness or injury, confirmed by a qualified medical practitioner - twenty-four (24) months.
- (d) authorized Leave of Absence;
- (e) absence while serving in the Canadian Armed Forces during a national emergency and for a period of ninety (90) days after honourable discharge.

14.06 Seniority Lost

Seniority shall only be lost and employment terminated for the following reasons:

- (a) voluntary severance of employment;
- (b) lay-off for a continuous period in excess of that set out in Article No. 14.05;
- (c) failing to return to work following a lay-off within fourteen (14) days of being notified by double registered mail to do so; the Employee shall notify the Employer of their intentions within seven days of receipt of notice;
- (d) Part-Time Employees shall be deemed to have resigned if they do not make themselves available to work through an availability sheet, except for periods when an Employee is on an approved Leave of Absence.
- (e) if discharged for proper cause and not reinstated; or
- (f) released from employment under Article No. 13.07 or Letter of Understanding No. 8 (Recreation In-Service Meetings).

ARTICLE NO. 15 PROMOTION AND STAFF CHANGES

15.01 Promotions, Demotions and Transfers

- (a) In making promotions, demotions and transfers, the required knowledge, ability and skills for the position shall be the primary consideration and, where two (2) or more Employees are capable of fulfilling the duties of the position, seniority with the Employer shall be the determining factor.

- (b) For Supervisory positions that report directly to a non-bargaining unit manager, refer to Appendix “B” paragraph 3.

15.02 Trial Period

- (a) In the event an Employee is promoted or transferred, they shall be considered to be serving a trial period as follows:
 - (i) an Employee who is promoted or transferred to a supervisory position that reports directly to a non-bargaining unit manager – not more than: (see Appendix B for the List of Supervisory positions)
 - a. For Employees whose regular hours of work are seven (7) hours per day, twelve hundred and sixty (1,260) hours worked;
 - b. For Employees whose regular hours of work are either eight (8) or ten (10) hours per day, fourteen hundred and forty (1,440) hours worked.
 - (ii) an Employee who is promoted or transferred to a supervisory position that reports to a bargaining unit supervisor – not more than: (see Appendix B for the List of Supervisory positions)
 - a. For Employees whose regular hours of work are seven (7) hours per day, nine hundred and forty-five (945) hours worked;
 - b. For Employees whose regular hours of work are either eight (8) or ten (10) hours per day, one thousand and eighty (1,080) hours worked.
 - (iii) an Employee who is promoted or transferred to a position other than in (i) or (ii) above – not more than:
 - a. For Employees whose regular hours of work are seven (7) hours per day, six hundred and thirty (630) hours worked;
 - b. For Employees whose regular hours of work are either eight (8) or ten (10) hours per day, seven hundred and twenty (720) hours worked.

“Supervisory position” is defined as a position held by an Employee who is required to exercise supervisory responsibilities over the work of other Employees as a regular part of their overall duties.

“Supervisory responsibilities” will include all of the following:

- (i) Planning, organizing, scheduling, coordinating work;
- (ii) Assigning work and/or personnel;

- (iii) Maintaining quality, accuracy, quantity of work;
- (iv) Giving advice, guidance, instructions, direction; and
- (v) Assists the Employer with the development of work methods, work procedures, work standards.

If, during the trial period, either the Employer or Employee determines the trial to be unsuccessful, the Employee shall be returned to their previous position.

The Employer shall have the option of shortening the trial period. In the event the Employer elects to shorten the trial period, the Employee must make their decision at the conclusion of the shortened period with respect to returning to their previous position.

- (b) The return to an Employee's previous position during the Employee's trial period pursuant to (a) above will result in all subsequent placements, (which were occasioned by the initial placement), being returned to their previous positions. If a subsequent placement successfully completes their trial period before the initial placement trial period is complete, and the initial placement is deemed unsuccessful, all subsequent placements will be returned to their previous position.
- (c) By mutual agreement between the Parties, the trial period in (a) may be extended.
- (d)
 - (i) Employees are required to complete the trial period before being eligible to post or transfer to another position, with the exception of a regular position which has either a higher regular rate of pay or greater regular hours of work than the position in which the Employee is serving the trial period or as may be mutually agreed between the Parties.
 - (ii) If an Employee chooses to revert back to their previous position during the trial period, they will still be required to complete the working period, as noted in (a)(i)-(iii) above, before being eligible to post or transfer to another position, with the exception of a regular position which has either a higher regular rate of pay or greater regular hours of work than the position to which the Employee has reverted back or as may be mutually agreed between the Parties.
 - (iii) If the Employer chooses to revert an Employee back to their previous position during the trial period, the Employee does not have to complete the working period, as noted in (a)(i)-(iii) above, before being eligible to post or transfer to another position.

15.03 Posting Procedure

- (a) It is agreed that, before filling any position within the scope of this Agreement, which is expected to last longer than five (5) months, notice thereof shall be posted in the City Hall and in such other places that will be accessible to all Employees who may be affected or interested therein for a period of five (5) working days before such position is filled. The posting shall contain the following information: nature of position, required qualifications, wage rate or salary range, and whether the position is subject to shift work. All Union applicants who are capable of fulfilling the duties of the position shall be interviewed before other applicants are considered for the position. The Employer agrees to forward a copy of all postings to the Union.
- (b) Positions which are not expected to exceed five months are not required to be posted.
- (c) Whenever possible, all positions awarded to internal applicants shall be awarded within fifteen (15) working days of the closing date of the posting.
- (d) A maximum of two (2) subsequent vacancies for a temporary position which is expected to last longer than five (5) months, which arise as a result of an internal applicant being awarded a posted vacancy for a temporary position under paragraph (a) above, shall be posted. Thereafter, the Employer may fill any further temporary vacancy, occasioned by the filling of the initial posted vacancy for a temporary position, by way of an assignment to a qualified Auxiliary Employee. If no qualified Auxiliary Employee is available for such an assignment, the Employer may hire a new qualified Auxiliary Employee for the vacant temporary position.

15.04 External Applicant

The Employer shall not appoint an external applicant unless the internal process does not identify a person capable of fulfilling the duties of the position.

15.05 Union Notification

The Employer agrees to notify the Union, in writing, when an Employee covered by this Collective Agreement is hired, promoted, demoted, transferred, laid off, recalled or is suspended or when their employment is terminated.

15.06 Employee Notification

The Employer shall notify, in writing, all Employees who bid on any posting, the status of their application no later than fifteen (15) working days after the closing date of the posting.

15.07 Temporary Transfer to Non-Bargaining Unit Positions

Where a transfer to an Exempt position is considered to be temporary, the Employee will retain their position and all seniority rights and benefits as set out in the Collective Agreement for a period of up to six (6) months, or in the case of covering a Maternity/Parental Leave of Absence up to eighteen (18) months, which may be extended by the Parties. The Employee shall continue to pay Union dues.

15.08 Permanent Transfer to Non-Bargaining Unit Positions

- (a) In the event that an Employee accepts an appointment to a permanent position with the Employer which is outside of the bargaining unit:
 - (i) Either the Employer or the Employee shall be entitled to decide, within twelve (12) months from the effective date of the appointment, that the Employee will return to a position within the bargaining unit.
 - (ii) If a decision is made, pursuant to sub-paragraph (i) above, to return the Employee to the bargaining unit, the Employee shall return to the position they held before their appointment outside of the bargaining unit, without loss of seniority, and all subsequent placements (which were occasioned by the Employee's appointment to a position outside of the bargaining unit) shall be returned to their previous positions.
- (b) In the event the Employee taking the appointment does not return to their position in the bargaining unit within the twelve (12) months period referred to in sub-paragraph (a)(i) above, then the Employee shall lose any seniority rights they had pursuant to the provisions of this Agreement.
- (c) In the event the Employee taking the appointment returns to their previous position in the bargaining unit within the twelve (12) months period referred to in sub-paragraph (a)(i) above, then the Employer shall:
 - (i) deduct from the Employee's wages the Union dues which were in arrears during the period of time that the Employee was in the appointed position outside of the bargaining unit, and
 - (ii) forward the deducted dues to the Union.

15.09 Temporary Position and Assignments

Employees in a temporary position or assignment are required to be within one (1) month of completion of the temporary position or assignment before being eligible to post or transfer to another position, with the exception of a regular position which has either a higher rate of pay or greater regular hours than the Employees base position or as may be mutually agreed between the Parties.

15.10 Regular Position Considered Vacant

- (a) A regular position will be considered vacant when the incumbent Regular Employee is:
 - (i) subject to sub-paragraphs (ii) and (iii) below, on any Leave of Absence (including a leave for non-occupational illness or injury) for a period longer than eighteen (18) consecutive months;
 - (ii) on Maternity/Parental Leave of Absence for a period longer than eighteen (18) consecutive months; or

- (iii) absent from work on an accepted WorkSafe BC claim, arising out of and in the course of the Employee's employment with the Employer, for a period longer than twenty-four (24) consecutive months.
- (b) The Parties may mutually agree to extend any of the applicable periods of time referred to in paragraph (a)(i), (ii) and (iii) above. The Parties may mutually agree to decrease any of the applicable periods of time referred to in paragraph (a)(i) and (iii) above.
- (c) In the event that the incumbent Regular Employee returns to work with the Employer after the applicable period referred to in paragraph (a) or (b) above has expired, the Regular Employee will assume a comparable vacant regular position, if one exists, or a position consistent with the seniority provisions of this Agreement.

ARTICLE NO. 16 LAY-OFF AND RECALL

16.01 Lay-off

- (a) The Employer agrees that there will be no lay-off of Regular Employees, not subject to seasonal lay-off, during the term of this Agreement. It is agreed that this Article shall apply only to Employees employed as of January 1, 1993.
- (b) Employees hired as Seasonal Workers shall not have recall or bumping rights.

16.02 Retention of Employees with Special Skills

The Employees with the least seniority shall be first laid off provided, however, that Employees with special skills may be retained to fill classified positions requiring special skills, regardless of seniority. Where requested by the Union, the Employer will notify the Union in writing of such retention and provide reasons why the retention is necessary and the duties the Employee(s) will be performing. Employees who have been laid off shall be recalled to work in the reverse order of their lay-off, e.g., the last Employee laid off shall be the first re-hired, provided that the Employee is capable of performing the work which may be available.

16.03 Long Term Lay-Off

In the event of lay-off due to a planned or predetermined reduction in service, the Employer shall notify Employees who are to be laid off twenty-eight (28) calendar days prior to the effective day of lay-off.

If the Employee has not had the opportunity to work the days, as provided in this Article, they shall be paid for the days which work was not made available. This Article shall apply to Regular Employees only, subject to the following conditions:

- (a) The Employees affected by such lay-off notice must exercise their seniority rights within eight (8) calendar days of being so notified.
- (b) The Employer agrees to lay-off Non-Regular Employees before laying off Regular Employees capable of performing the work required.

- (c) Employees will be given seven (7) calendar days following notice to recall to accept recall. Should the Employee fail to return to work within fourteen (14) calendar days of notification, the Employer may offer recall to another laid off Employee.

16.04 Short Term Lay-Off

When a lay-off is due to normal seasonal shortage of work or due to adverse weather conditions:

- (a) The Union agrees to waive notice of lay-off.
- (b) Regular Employees who are laid-off will be restricted from bumping into higher rated positions. Laid-off Regular Part-Time Employees shall not be entitled to bump into regular full-time positions.
- (c) Regular Part-Time Employees will not have recourse to the bumping procedures where there is a short-term lay-off within their classification that does not affect their seniority standing in relation to other Part-Time Employees in the same classification.

ARTICLE NO. 17 HOURS OF WORK

17.01 General Provisions

The subsections in Article No. 17.01 are subject to the specific provisions of this Article.

- (a) Employees shall report to work at their normal work location or as directed by the Employer.
- (b) Employees working for four (4) hours or more, shall be entitled to one fifteen (15) minute paid rest period during the shift. Employees working more than six (6) hours will be entitled to a second fifteen (15) minute paid rest period. Rest periods shall be taken as close to midpoint of the shift (or half shift) as possible, subject to the operational requirements of the Employer or as mutually agreed upon.

Part-Time and Auxiliary Employees working in excess of five (5) hours will be entitled to an unpaid half-hour (1/2) meal break. Schedule "A" Part-Time and Auxiliary Employees will be required to take a one (1) hour unpaid meal break when working a full shift.

- (c) Any Regular Full-Time Employee who reports to work on a regular scheduled work day shall not be paid less than the daily hours set out in the following schedules.

17.02 Schedule "A" Employees

- (a) The regular hours of work for Schedule "A" Employees shall be seven (7) consecutive hours per day, not including a one (1) hour unpaid meal break, for five (5) consecutive days, Monday to Friday, inclusive, thirty-five (35) hours per week.
- (b) The standard work day for Schedule "A" Employees shall be from 8:00 a.m. to 5:00 p.m., subject to clause (a), or alternate work schedules as may be agreed between the Parties.

17.03 Schedule “B” Employees

- (a) The regular hours of work for Schedule “B” Employees shall be eight (8) consecutive hours per day, not including a one-half (1/2) hour unpaid meal break, for five (5) consecutive days, Monday to Friday, inclusive, forty (40) hours per week.
- (b) The standard workday for Schedule “B” Employees shall be between the hours of 7:00 a.m. and 5:00 p.m., subject to clause (a), or alternate work schedules, as may be agreed by the Parties.

17.04 Schedule “D” Employees

- (a) Airport Position:

Airport Operations Specialist

Airport Technician (Mechanic)

Airport Technician (Electrician)

Airport Technician (Engineering)

Airport Technician (Operations)

Auxiliary Airport Operations Specialist (AOS)

Duty Officer

All the positions are tied to a regulation pertaining to Aircraft Rescue Firefighting (currently CATEGORY 7) coverage as defined by the Canadian Aviation Regulations (CARs 303). The Parties agree that the provision of Aircraft Rescue Firefighting is essential for the purposes of any labour dispute and will seek appropriate service levels to maintain such services.

The Employer retains the right to downsize staffing levels based on operational needs as a result of changes to regulations or changes in airline activity at YXX.

- (b) The Airport will operate on a seven (7) day schedule, twenty-four (24) hours per day.
- (c) The regular hours of work for Schedule “D” Employees shall be ten (10) consecutive hours per day, including a one-half (1/2) hour paid meal break and two (2) fifteen (15) minute breaks which are to be taken on-site, for four (4) consecutive days, forty (40) hours per week, followed by three (3) consecutive days off.
- (d) Subject to paragraph (e) below, the standard work day for Schedule "D" Employees shall be from 4:30 a.m. to 12:30 a.m., subject to clause (c), or alternate work schedules as may be agreed between the Parties.
- (e) Upon thirty (30) days’ written notice to the Union, the Employer shall have the discretion to expand the standard workday window set out in paragraph (d) above in order to meet Airline service/schedule requirements, the operational needs of the Airport and/or regulatory requirements. The Parties agree “Airline service/schedule requirements” does not include repetitive airline flight delays.

- (f) Shift schedules will be reviewed for rotation on an annual basis or as required due to vacancies, training requirements, or other operational needs.
- (g) Except in times of emergency and/or inclement weather conditions, forty-eight (48) hours notice shall be given before changing an Employee's schedule.

17.05 Work Day Adjustment

The hours noted in Article Nos. 17.02(b) and 17.03(b) may be adjusted one-half (1/2) hour earlier and/or later by agreement between the Parties without penalty.

17.06 Schedule "C" Employees - Full-Time

- (a) The regular hours of work for Schedule "C" Full-Time Employees shall be eight (8) consecutive hours per day, not including a scheduled half (1/2) hour unpaid meal break, with forty-eight (48) hours of rest, and no more than five (5) consecutive eight (8) hour days of work, except when a shift rotation occurs, by mutual agreement of the Parties. Notwithstanding the foregoing, when the preference of Employees and operational needs require, schedules may be varied by mutual agreement of the Parties to allow days of rest to be split during the week.
- (b) The Employer agrees to guarantee eighty (80) hours of work per pay period, and a minimum of eight (8) hours rest between shifts.
- (c) Employees who are required to eat on the job shall be paid for the meal break.
- (d) The Employer shall schedule the work day as required. The schedule shall be posted at least one (1) week in advance, and shall not be for less than two (2) pay periods. Except in times of emergency, forty-eight (48) hours' notice shall be given before changing an Employee's schedule.
- (e)
 - (i) The standard workday for Schedule "C" Employees shall be from 5:00 a.m. to 10:30 p.m., subject to clause (a), or alternate work schedules as may be agreed between the Parties.
 - (ii) Notwithstanding sub-paragraph (i) above, the standard workday for Facility Maintenance Technicians shall be from 5:00 a.m. to 12:30 a.m.

17.07 Schedule "C" Employees - Part-Time and Auxiliary

- (a) The Employer shall schedule the work day and work week as required.
- (b) The Employer shall schedule shifts for Employees consistent with the efficient operational needs of the Employer.
- (c) Where there are less than four (4) hours of work available and the senior Employee elects to refuse the shift, the shift shall then be offered the next most senior Employee. An

Employee shall not be required to work a shift of less than four (4) hours in duration. It is understood that an Employee shall only be paid for time worked.

- (d) Employees who are required to eat on the job shall be paid for the meal break.
- (e) Employees who are scheduled for work when there is no work available due to inclement weather and/or emergency shall not be eligible for guaranteed hours for payment. In such an event, Employees shall be notified prior to the scheduled hours that no work is available because of the above. Should an Employee arrive at work without having been notified and there is no work, two (2) hours pay shall be paid. (Note this provision will apply to Schedule “C” Auxiliary Employees.)
- (f) Employees shall be notified seventy-two (72) hours in advance of their start time that no work will be available, except in the event of inclement weather and/or an emergency. If advance notice is not given, a minimum of two (2) hours shall be paid to the Employee at the regular rate of pay.

17.08 Schedule “A”, “B” and “D” Part-Time and Auxiliary Employees

- (a) Where such an Employee reports for a scheduled shift and no work is available, the Employee shall be paid for a minimum of two (2) hours, and in the event the Employee commences work, a minimum of four (4) hours shall be paid.
- (b) Employees shall be notified seventy-two (72) hours in advance of their start time that no work will be available, except in the event of inclement weather and/or an emergency. If advance notice is not given, a minimum of two (2) hours shall be paid to the Employee at the regular rate of pay.

17.09 J.A.M.E.S. Plant – Seven Day Operation

Notwithstanding other provisions of the Collective Agreement, it is understood that the JAMES Treatment Plant is a 7-day operation and the following provisions will apply:

- (a) A six percent (6%) shift differential shall be paid on all time worked on Saturday or Sunday.
- (b) Shifts shall be distributed through a shift sign up in accordance with the following provisions:
 - (i) Shift sign-up shall take place at least two (2) weeks in advance. Sign-ups shall be for not less than eight (8) pay periods and not more than nine (9) pay periods, e.g. 3 sign-ups per year of approximately four (4) months each;
 - (ii) The first sign-up shall be done in order of seniority and the second and subsequent sign-ups shall be done on the basis that the order of sign-up revolves with each sign-up, e.g. – the most senior Employee gets first choice on the first sign-up, the second senior Employee gets first choice on the second sign-up and the third senior Employee first choice on the third sign-up. Second choice and third choice shall also rotate in the same manner.

- (c) All hours worked in excess of the normal daily hours or normal weekly hours shall be paid for at the appropriate overtime rates.
- (d) Any disputes as to the proper application of any provision of the Collective Agreement in regard to the operation of this clause or its provisions shall be resolved through joint discussion of the Parties and consultation with the Employees affected.
- (e) 7-day work schedule J.A.M.E.S. Plant Operators:

Shift A	Monday through Friday Days off Saturday and Sunday
Shift B	Tuesday through Saturday Days off Sunday and Monday
Shift C	Sunday through Thursday Days off Friday and Saturday

Note: Where shift changes due to new sign-up results in more than five (5) consecutive days of work, Employees shall be entitled to use banked time during the week days portion of their shift to provide a break in the number of consecutive days to be worked.

With the approval of the Employer, Employees may also switch days or shifts by mutual agreement on the understanding that such switches do not result in additional cost to the Employer.

ARTICLE NO. 18 OVERTIME PROVISIONS

18.01 Overtime Rates

The Employer shall pay overtime rates of wages to every Employee entitled thereto as follows:

- (a) All time worked over and above regularly scheduled seven (7) hours per day, eight (8) hours per day, ten (10) hours per day and alternate work scheduled hours per day shall be deemed overtime, until a break of eight (8) hours occurs.
- (b) All overtime must be either scheduled or authorized in advance by the Employer, except in the event of unforeseen circumstances where authorization will be or is made after the event.

18.02 Overtime Accumulation/Pay

Overtime shall be paid or accumulated in lieu of overtime pay, on the following basis:

- (a) Time and one-half (1.5) times the regular hourly rate for the first hour and two (2) times the regular hourly rate thereafter for hours worked in excess of the regular hours of work as defined in Article No. 17.
- (b) Two (2) times the regular hourly rate for hours worked on a rest day.

- (c) (i) Regular Full-Time Employees may choose to take overtime either in pay or time off. Such time off may be accumulated to a maximum of one hundred and sixty (160) hours for Employees whose regular hours of work are either eight (8) or ten (10) hours per day; one hundred and forty (140) hours for Employees whose regular hours of work are seven (7) hours per day, and time off shall be taken as mutually agreed. When the maximum accumulation has been reached, the Employee must take the time off before further time can be accumulated. Banked overtime accumulated must be taken between January 1st of the current year and June 30th of the following year.

- (ii) If, while off on banked overtime paid time off, an Employee:

- (1) is hospitalized, or ill for three (3) days or more that requires medical attention;
- (2) is granted Bereavement Leave; or
- (3) is recalled to duty;

there shall be no deduction from the Employee's accumulated banked overtime for such absence. The banked overtime paid time off so displaced shall either be added to the approved leave concurrently, if agreed to by the Employer, or reinstated for use at a later date pursuant to Article No. 18.02(c)(i).

The Employee shall provide the Employer with written confirmation from the medical practitioner who provided the medical attention to the Employee pursuant to (1) above. The Employee shall be responsible for the payment of any costs in obtaining this documentation.

- (d) In the event that an Employee works in more than one classification during the course of a year, the Parties agree that overtime taken in time off should be taken at the same rate as applied when banked. Banked overtime shall be credited in terms of hours and when taken in time off, shall be paid out at the same hourly rate as applied when banked.

- (e) Emergency Management B.C. (EMBC)

Where the Provincial Government agrees to compensate the City under EMBC, the Employer shall notify the Union immediately. While the City is being compensated under EMBC, Employees receiving overtime for work associated with the emergency, shall not be permitted to bank their overtime.

Where the Employer can access the EMBC programs, the Parties shall work together to ensure the application of this language in no way disadvantages the Employees.

- (f) Pensionable Inclusions Pertaining to Overtime

Effective the first (1st) day of the second (2nd) pay period following approval from the Municipal Pension Plan, the Parties agree, pursuant to the Municipal Pension Plan's salary policy as may be amended from time to time, to the following:

- (i) Overtime paid out in the same period in which it is earned is considered pensionable salary.
- (ii) Deferred or banked overtime is only pensionable if taken as paid time off.

(g) Schedule “D” Employees

Based on the 4 (days) on and 3 (days) off schedule for Schedule “D” Employees, the first (1st) day of rest will be day 1 of the 3, the second (2nd) day of rest will be day 2 of 3 and the third (3rd) day of rest will be treated similar to the second (2nd) day of rest. The four (4) day work week consisting of forty (40) hours will be deemed a full week of work.

18.03 Overtime Meal/Rest Break

- (a) Where an Employee is required to work in excess of two (2) hours of overtime in conjunction with their regular shift they shall, at the end of two (2) hours overtime worked, be entitled to paid time off not to exceed one-half (1/2) hour for the purpose of eating. Thereafter, they shall be entitled to a fifteen (15) minute paid rest period for each continuing two (2) hours of work.
- (b) Where an Employee is required to work on their regularly scheduled day off, they shall be entitled to the same rest periods and meal breaks as on their regularly scheduled day of work.

18.04 Overtime Call Out

The Employer agrees to compensate an Employee for a minimum of four (4) hours pay at two (2) times the regular hourly rate when they accept an overtime call out:

- (i) on their regularly scheduled day off, or
- (ii) after they have completed the hours of work as defined in Article No. 18.01 (a).

The overtime rates begin when the Employee arrives at the workplace or the worksite.

18.05 Communication Outside of Regular Working Hours

- (a) Where the Employee is contacted outside of regular working hours for a work-related matter that requires immediate action, the Employee shall receive minimum compensation of one-half (1/2) hour pay at two (2) times the regular hourly rate, provided the communication is authorized by management.

For greater clarity, the Parties agree that the above minimum compensation is not applicable when the Employee is contacted in order to be offered a work shift.

- (b) Where technology permits for tasks that must be performed outside of regular hours for maintenance or emergency calls, Employees may, at their option unless otherwise directed by the Employer, choose to perform the work from home.

If the Employee chooses to perform the work from home they will receive:

- (i) minimum compensation of one-half (1/2) hour pay at applicable overtime rates; or
- (ii) if the performance of the work exceeds one-half (1/2) hour, minimum compensation of two (2) hours pay at applicable overtime rates; or
- (iii) if the performance of the works exceeds two (2) hours, minimum compensation for four (4) hours pay at applicable overtime rates.

18.06 Overtime Procedures

Overtime, other than continuation of shifts, shall be allocated in accordance with procedures developed by the affected Employees in each Division, and mutually agreed to by the Parties.

If overtime procedures are not developed in a Division, or if the Parties do not agree to the overtime procedures, then the overtime will be offered to the senior Employee capable of fulfilling the duties of the position within the Division.

18.07 Standby

- (a) Standby time, when required by the Employer, shall be at straight time, at two (2) hours per day, at the Employee's regular rate of pay. The Employee shall have the option to take standby hours in time off.
- (b) Standby time on Statutory Holidays and weekends, when required by the Employer, shall be at straight time at four (4) hours per day at the Employee's regular rate of pay. The Employee shall have the option to take standby hours in time off.
- (c) An Employee on standby is authorized to use a municipal vehicle, if available, to travel from the vehicle storage area to residence and call-out location and return as required.
- (d) Standby assignments shall be by rotation among qualified Employees familiar with all aspects of the required operations.
- (e) Standby procedures are to be in accordance with the Employer's policy as presented to the Union and the Employees concerned.
- (f) Effective January 1st, 2024:
 - (i) Employees who choose, pursuant to paragraphs (a) and/or (b) above, to bank their standby hours shall be entitled to accumulate banked standby hours to a non-replenishable maximum in a calendar year of:
 - (1) in the case of an Employee whose regular hours are seven (7) hours per day – one hundred and forty (140) hours;
 - (2) in the case of an Employee whose regular hours are eight (8) hours per day – one hundred and sixty (160) hours; or
 - (3) in the case of an Employee whose regular hours are ten (10) hours per day

– two hundred (200) hours.

- (ii) Banked standby hours accumulated in a calendar year must be taken by June 30th of the following calendar year, or else will thereafter be paid out at the rate of pay in effect at the time during which the standby hours were worked.
- (iii) Sub-paragraph (ii) above shall not be applied to any banked standby hours accumulated by an Employee up to December 31st, 2023, which banked standby hours shall remain available to the Employee to be taken as time off at a mutually agreed upon time.

ARTICLE NO. 19 SHIFT WORK

19.01 Special Shift - Schedule “B” Employees

- (a) A special shift shall be defined as the regularly scheduled number of hours falling outside the hours between 7:00 a.m. and 5:00 p.m. for Schedule “B” Employees. If an Employee does not work five (5) consecutive days, and because of the difficulties of changing back to a regular shift, they do not work the regular hours under Schedules “B”, the Employer agrees to guarantee the regular hours of work. Any Employee required to work a special shift shall be paid a shift differential of six percent (6%) for each hour worked outside the regular shift. Except in emergencies, forty-eight (48) hours’ notice shall be given before change of a regular shift.
- (b) For snow and ice removal for Schedule “B” Employees, please refer to Letter of Understanding No. 11 Snow and Ice Prevention and Removal Program– Alternate Snow and Ice Schedule (Schedule “B”).
- (c) The hours noted herein may be adjusted one-half (1/2) hour earlier and/or later by agreement between the Parties without penalty.

19.02 Special Shift - Schedule “C” Employees

- (a) There shall be no special shifts for Schedule “C” Employees.
- (b) A shift differential of six percent (6%) per hour shall be paid to Employees for hours worked between 8:00 p.m. and 7:00 a.m.

19.03 Special Shift - Schedule “D” Employees

- (a) There shall be no special shifts for Schedule “D” Employees.
- (b) A shift differential of six percent (6%) per hour shall be paid to Employees for hours worked between 8:00 p.m. and 7:00 a.m.

19.04 Maintenance Shop

Shift differential does not apply to any mechanic position. For any shift commencing after 4:00 p.m. in a day, the Employee shall work seven (7) hours and be paid for eight (8) hours.

19.05 Split Shifts

There shall be no split shifts except by mutual agreement between the Employer and the Union.

19.06 Shift Assignment

- (a) For classifications that currently are not subject to shift work, seniority shall be the primary factor, subject only to qualifications and ability to perform the work.
- (b) For classifications that currently are subject to shift work, current practice shall continue unless amended by mutual agreement between the Union and the Employer.
- (c) For classifications that may be changed to provide for shift work, the Parties agree to meet and establish assignment procedures as required.

ARTICLE NO. 20 STATUTORY/PAID HOLIDAYS

20.01 Holidays and Holiday Pay

- (a) All Regular Full-Time Employees shall have the following Statutory/Paid Holidays off with pay at the Employee's regular rate of pay. For the purpose of this Article, regular rate of pay shall be the rate of pay paid on the regular work day immediately preceding the Statutory/Paid Holiday. Statutory/Paid Holiday pay will be paid only for all hours of a shift that starts on the Statutory/Paid Holiday.

New Year's Day	Canada Day	Remembrance Day
Family Day	BC Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Easter Monday	Truth and Reconciliation Day	
Victoria Day	Thanksgiving Day	

and any other day proclaimed by the Federal, Provincial or Municipal governments.

- (b) Regular Full-Time Employees who are scheduled to work on a Statutory/Paid Holiday, shall be paid or be allowed to bank two (2) times the regular rate of pay for hours worked on a Statutory/Paid Holiday, in addition to any Statutory/Paid Holiday entitlement as defined in (a) above of this Article, except as otherwise provided in this Agreement or by mutual consent of the Parties.
- (c) Effective January 1st, 2024:
 - (i) Regular Full-Time Employees who choose, pursuant to paragraph (b) above, to bank their hours worked on a Statutory/Paid Holiday shall be entitled to accumulate banked hours to a non-replenishable maximum in a calendar year of:
 - (1) in the case of an Employee whose regular hours are seven (7) hours per day – one hundred and forty (140) hours;
 - (2) in the case of an Employee whose regular hours are eight (8) hours per day – one hundred and sixty (160) hours; or

- (3) in the case of an Employee whose regular hours are ten (10) hours per day – two hundred (200) hours.
 - (ii) Banked Statutory Holiday paid hours accumulated in a calendar year must be taken by June 30th of the following calendar year, or else will thereafter be paid out at the rate of pay in effect at the time during which the banked hours were worked.
 - (iii) Sub-paragraph (ii) above shall not be applied to any banked Statutory Holiday paid hours accumulated by an Employee up to December 31st, 2023, which banked hours shall remain available to the Employee to be taken as time off at a mutually agreed upon time.
- (d) Part-Time Employees receiving benefits pursuant to Article No. 6.02(b)(ii), shall be paid two (2) times the regular rate of pay for hours worked on a Statutory/Paid Holiday, in addition to any Statutory/Paid Holiday entitlement as defined in (a) above in this Article, except as otherwise provided in this Agreement or by mutual consent of the Parties.
- (e) All Part-Time Employees, except those receiving benefits pursuant to Article No. 6.02(b)(ii), and Auxiliary Employees will receive four point four percent (4.4%) in lieu of Statutory/Paid Holiday pay as defined in Article No. 20.01(a) above, and included in the total appropriate percentage (%) as set out in Article No. 6.02 (b)(ii).
- (f) All Part-Time Employees, except those receiving benefits pursuant to Article No. 6.02(b)(ii), and Auxiliary Employees, who are scheduled to work on a Statutory/Paid Holiday, shall be paid two (2) times the regular rate of pay for hours worked on the Statutory/Paid Holiday, in addition to the entitlement as defined in (e) above.
- (g) Employees absent by reason of Leave of Absence, lay-off, WorkSafe BC, Employment Insurance Sick Leave, Long Term Disability, discharge, suspension, or resignation from employment effective on a Statutory/Paid Holiday, shall not be entitled to Statutory/Paid Holiday pay.

20.02 Illness

It is agreed that Regular Full-Time and Part-Time Employees receiving benefits pursuant to Article No. 6.02(b)(ii) who are absent due to illness and on Sick Leave with pay shall also be entitled to the Statutory/Paid Holiday with pay.

20.03 New Employees

For the purpose of Article No.20, all new Employees hired by the Employer shall have worked for the Employer at least fifteen (15) days in the thirty (30) calendar day period prior to the Statutory/Paid Holiday.

20.04 Holiday Observance

When any of the above-noted holidays fall on an Employee's regular scheduled days off and are not proclaimed as being observed on some other day, the following one (1) or two (2) days and/or

any other day as mutually agreed between the Parties, shall be deemed to be holidays for the purpose of this Agreement.

20.05 Holiday Proclaimed

If a Statutory/Paid Holiday, or any other day proclaimed by the Federal, Provincial or Municipal government, falls on or is observed during an Employee's vacation period, they shall be granted an additional day's vacation for each such holiday in addition to their regular vacation entitlement, at a time as mutually agreed.

20.06 Holiday Closure

The City may designate up to three (3) days annually during the Holiday Season, December 20th to January 4th, as Holiday Closure. Employees shall have the option of using vacation time, banked overtime, banked time, or unpaid time off on the designated days. The Employer shall notify the Union of the Holiday Closure dates by January 15th each year.

It is understood that certain staff may be required to work on these days to maintain minimum staffing levels.

ARTICLE NO. 21 ANNUAL VACATIONS

21.01 Calendar Year and Termination of Services

- (a) "Calendar Year", for the purpose of this Agreement, shall mean the twelve (12) month period from January 1st to December 31st, inclusive.
- (b) In all cases of termination of services for any reason other than retirement on Municipal Pension Plan or on attaining maximum retirement age, as defined in the Pension (Municipal) Act, adjustment will be made for overpayment of vacation.

21.02 Vacation Entitlement

- (a) Full-Time Regular Employees, during their first year of employment with the Employer, shall accumulate:
 - (i) In the case of an Employee whose regular hours are seven (7) hours per day, seven (7) working hours for each completed month of employment, or major portion thereof, to a maximum of seventy (70) working hours; or
 - (ii) In the case of an Employee whose regular hours are either eight (8) or ten (10) hours per day, eight (8) working hours for each completed month of employment, or major portion thereof, to a maximum of eighty (80) working hours.
- (b) Employees who have been continuously employed for less than a twelve (12) month period, but who are on the payroll as at January 1st, shall be considered to have completed their first calendar year of service for vacation purposes.
- (c) Effective January 1, 2024, vacation with pay shall be granted on the following basis:

Completed Calendar Years of Service	Entitlement of Employees whose Regular Hours are Seven (7) Hours per Day (Working Hours)	Entitlement of Employees whose Regular Hours are Eight (8) or Ten (10) Hours per Day (Working Hours)	Percentage
1st calendar year	105	120	6.0%
2nd calendar year	105	120	6.0%
3rd calendar year	112	128	6.4%
4th calendar year	119	136	6.8%
5th calendar year	126	144	7.2%
6th calendar year	133	152	7.6%
7th calendar year	140	160	8.0%
8th calendar year	147	168	8.4%
9th calendar year	154	176	8.8%
10th calendar year	161	184	9.2%
11th calendar year	168	192	9.6%
12th calendar year	168	192	9.6%
13th calendar year	175	200	10.0%
14th calendar year	175	200	10.0%
15th calendar year	182	208	10.4%
16th calendar year	189	216	10.8%
17th calendar year	196	224	11.2%
18th calendar year	203	232	11.6%
19th calendar year	210	240	12.0%
20th calendar year	217	248	12.4%
21st calendar year	224	256	12.8%
22nd calendar year	224	256	12.8%
23rd calendar year & each subsequent calendar year	231	264	13.2%

- (d) Eligible Part-Time Employees opting for benefits will be granted entitlement of paid vacation time as per Article No. 21.02 (c). The Employee’s vacation with pay entitlement will be based on the Employee’s completed years of service. To attain a year of service, Employees are required to put in the equivalent in hours of a Full-Time Employee.

Example: A Part-Time Employee, whose regular hours are seven (7) hours per day, has completed twenty (20) calendar years, but has only accumulated ten (10) years of full-time equivalent hours, they would be entitled to a total of two hundred and seventeen (217) working hours of vacation time off, but would receive the vacation paid working hours for having completed ten (10) years of full-time equivalent hours (i.e., 161 working hours).

- (e) Part-Time Employees, who are not eligible for benefits, and Auxiliary Employees will be granted entitlement of unpaid vacation time as per Article No. 21.02 (c). The Employee’s percent of entitlement to pay in lieu of paid vacation will be based on the Employee’s completed years of service. To attain a year of service, Employees are required to put in the equivalent in hours of a Full-Time Employee.

Example: A Part-Time Employee (not eligible for benefits), whose regular hours are seven (7) hours per day, has worked for twenty (20) calendar years, but has only accumulated

ten (10) years of full-time equivalent hours. They would be entitled to a total of two hundred and seventeen (217) working hours of unpaid vacation time off, but would receive vacation pay in lieu based on the percentage (%) for having completed ten (10) years of full-time equivalent hours (i.e., 9.2% vacation pay in lieu).

21.03 Vacation Schedule

- (a) Full-Time Regular, Part-Time Regular and Auxiliary Employees shall be granted their vacation dates in order of their seniority, consistent with the efficient operation of the Employer. However, only one of the following vacation periods may be selected:
- (i) one (1) two (2) consecutive weeks, or
 - (ii) two (2) one (1) non-consecutive weeks, or
 - (iii) one (1) week.

Selection shall be done by seniority until all eligible Employees in each department have selected one period. The seniority provision of this section cannot be used for vacation which is not booked in the annual vacation plan of the department by March 31st.

Vacation requests to be taken before March 31st of the current year will, consistent with the efficient operation of the Employer, be granted on a first come, first served basis.

- (b) The remainder of the vacation to which such Employee is entitled shall be granted at a mutually agreed time consistent with the efficient operation of the Employer. Every effort shall be made to use up vacation in the year earned.
- (c) All vacation not taken in the year earned shall be taken in the following year in accordance with the following provisions:
- (i) The Employee's immediate non-bargaining unit manager (or designate) shall, consistent with the efficient operation of the Employer and by mutual agreement with the Employee, schedule the Employee's previous year's earned but not taken vacation time so as to be taken by May 31st of the following year.
 - (ii) The vacation pay to be provided to the Employee, with respect to the previous year's vacation time which is scheduled under (i) above to be taken in the following year, shall be based on the rate of pay the Employee was receiving at the time the previous year's vacation was earned.
 - (iii) There will be no cash pay-out of vacation entitlement, with the exception of extenuating circumstances which the Employer determines had precluded the Employee from being able to take the previous year's earned but not taken vacation by May 31st of the following year.
- (d) Employees who have commenced their annual leave shall not be called back to work, except in cases of emergency. The Employer will reimburse the Employee for any reasonable expenses associated with returning to work from their annual leave, upon submission of receipts.

- (e) Employees who are entitled to four (4) weeks or more of vacation shall be given special consideration for an extended vacation block where there are compelling reasons, as determined by mutual agreement of the Parties.
- (f) Where an Employee is leaving the service of the Employer, they shall be paid in accordance with Article Nos. 21.01(b) or 21.02(c), whichever is applicable, for all earned and outstanding vacation up to and including the last day worked.

21.04 Interrupted Vacation Leave

If, while off on vacation leave, an Employee:

- (i) is hospitalized, or ill for three (3) days or more that requires medical attention;
- (ii) is granted Bereavement Leave; or
- (iii) is recalled to duty;

there shall be no deduction from vacation credits for such absence. The vacation days so displaced shall either be added to the approved leave concurrently, if agreed to by the Employer, or reinstated for use at a later date, pursuant to Article No. 21.03.

The Employee shall provide the Employer with written confirmation from the medical practitioner who provided the medical attention to the Employee pursuant to (i) above. The Employee shall be responsible for the payment of any costs in obtaining this documentation.

21.05 Voluntary Time Banking

The intent of this program is to give staff the opportunity, where it is mutually agreeable with the Employer, to work additional hours at straight time rates. Such mutual agreement shall not be unreasonably withheld by the Employer. The Employee shall bank the time and use it at a time mutually agreed to with their non-bargaining unit manager as follows:

- (a) This program will be available to Full-Time Employees and to Part-Time Employees who opt to receive the benefit coverages under Article No. 6.02 (b)(ii) in Schedule “A” and “C”, who are impacted by the Holiday Closure.
- (b) Where it is mutually agreed to between the Employee and their non-bargaining unit manager, the Employee may be permitted to work additional hours and bank the time at straight time rate. Additional hours may include working one-half (1/2) hour during the one (1) hour unpaid meal break for Schedule “A” Employees.
- (c) An individual Full-Time Employee may bank a maximum of eight (8) days in a calendar year. An individual Part-Time Employee who opts to receive the benefit coverage under Article No. 6.02 (b)(ii) may bank a maximum of four (4) days in a calendar year.
- (d) The Employee shall be entitled to use the banked time at a time mutually agreed to between the Employee and their non-bargaining unit manager.
- (e) Hours banked under this program may not be cashed-out.

- (f) All banked hours must be used by January 30th of the following year.

21.06 Schedule “D” Employees

- (a) Annual leave will be granted to only one (1) Employee per shift block at any one time. At the Employer’s sole discretion, annual leave to more than one (1) Employee per shift block may be granted.

ARTICLE NO. 22 SICK LEAVE PROVISIONS

22.01 Definition

“Sick Leave” means the period of time an Employee is permitted to be absent from work by virtue of being sick or disabled, quarantined, for doctor or dentist personal appointments or because of an accident for which compensation is not payable under the *Workers Compensation Act*.

22.02 Sick Leave Entitlement

- (a) Regular Full-Time Employees, upon successful completion of the probationary period, shall earn:

- (i) in the case of an Employee whose regular hours are seven (7) hours per day, ten and one-half (10.5) hours per month to a cumulative maximum of eight hundred and forty (840) hours; or
- (ii) in the case of an Employee whose regular hours are either eight (8) or ten (10) hours per day, twelve (12) hours per month to a cumulative maximum of nine hundred and sixty (960) hours,

to be paid during Sick Leave.

To be eligible for Sick Leave accumulation, Employees must work a minimum of:

- (iii) in the case of an Employee where regular hours are seven (7) hours per day, seventy (70) hours per month; or
 - (iv) in the case of an Employee whose regular hours are either eight (8) or ten (10) hours per day, eighty (80) hours per month.
- (b) Part-Time Employees eligible for Sick Leave accumulation, upon successful completion of the probationary period, shall earn Sick Leave on a pro rata basis calculated at the end of each month.
 - (c) Eligible Employees, who do not have sufficient accumulated Sick Leave credits, pursuant to paragraph (a) or (b) above, to provide paid Sick Leave during an absence due to illness or injury, shall be entitled to be advanced paid Sick Leave by the Employer of up to:
 - (i) in the case of an Employee whose regular hours are seven (7) hours per day, thirty-five (35) hours of paid Sick Leave; or
 - (ii) in the case of an Employee whose regular hours are either eight (8) or ten (10) hours

per day, forty (40) hours of paid Sick Leave.

- (d) Any paid Sick Leave advanced to an Employee pursuant to paragraph (c) above shall be recovered by the Employer as the Employee earns additional Sick Leave credits pursuant to paragraphs (a) or (b) above. In the event the Employee's employment with the Employer ends for any reason before the advanced paid Sick Leave is repaid, the Employer shall be entitled to recover the unpaid advance by a deduction from compensation otherwise owed to the Employee by the Employer.

22.03 Medical Certificates

Medical certificates, on a form approved by the Parties, may be required as proof of illness or to qualify for sick pay. If the Employer requires production of a medical certificate, the costs of such certificate shall be paid by the Employer.

22.04 Family Responsibility Leave

- (a) An Employee, after notifying their Supervisor, shall be entitled to use a maximum of five (5) unused accrued Sick Leave days in each calendar year to meet responsibilities related to:
1. the care, health or education of a child in the Employee's care, or
 2. the care or health of any other member of the Employee's immediate family.
- (b) For the purposes of paragraph (a) above, the Parties agree to adopt the definition of "immediate family" as set out in Section 1(1) of the B.C. *Employment Standards Act*, as may be amended from time to time.

Section 1(1) of the B.C. *Employment Standards Act* currently defines "immediate family" as follows:

“‘immediate family’ means

- (a) the spouse, child, parent, guardian, sibling, grandchild or grandparent of an Employee,
- (a.1) the child or parent of an Employee's spouse, and
- (b) any person who lives with an Employee as a member of the Employee's family.”
- (c) The Parties agree that the terms "child" and "parent" in paragraph (b) above shall include "step-child" and "step-parent", respectively, and that the term "spouse" shall include "common-law spouse".
- (d) The Parties agree that an Employee's use of unused accrued Sick Leave credits, as per paragraph (a) above, shall not constitute Sick Leave by the Employee for the Employee's personal illness or injury, and therefore would not be included within the Employee's entitlement to paid Sick Leave pursuant to Section 49.1 of the B.C. *Employment Standards Act*.

22.05 Absence Reporting

In order to receive Sick Leave, Employees must inform their immediate supervisor of illness as reasonably far in advance of the shift starting time as is possible, but not less than four (4) hours prior to the start of the shift for any shift starting at or after 10:00 a.m. where it is reasonable to

give four (4) hours' notice. Employees shall keep their immediate supervisor informed of their progress and/or expected length of their absence.

22.06 Long Term Disability

Where an Employee has sufficient accumulated Sick Leave, they shall receive paid Sick Leave from the first day of sickness until such time as the Employee shall be entitled to benefits under the Long Term Disability Plan.

22.07 Sick Leave Reimbursement

Where any Employee receives reimbursement for lost salary from any third party for any absence, the Employee shall reimburse the Employer for all Sick Leave paid during such absence and the Employee shall be re-credited any Sick Leave credits used.

ARTICLE NO. 23 LEAVES OF ABSENCE

23.01 Bereavement Leave

Upon request, an Employee shall be granted Bereavement Leave at their regular straight time hourly rate in the event of the death of the Employee's parent or guardian, spouse, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law, son-in-law, brother-in-law or sister-in-law. Duration of leave shall be in accordance with Article Nos. 23.02 and 23.03. The Employer shall approve reasonable extensions of Bereavement Leave, without pay.

23.02 Death of Immediate Family Member

In the event of the death of the Employee's spouse, common-law spouse, child, brother, sister, parent or guardian, the Employee shall be entitled to a maximum of five (5) days Bereavement Leave.

23.03 Death of Relative

In the event of the death of a grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the Employee shall be entitled to a maximum of three (3) days Bereavement Leave.

23.04 Payment for Balance of Shift

In addition, if the Employee is notified of the death while they are working, they will be excused from and paid for the balance of that working shift, and this time shall not be charged against the Bereavement Leave as set forth in Article Nos. 23.02 and 23.03.

23.05 Pallbearer Leave

Upon giving twenty-four (24) hours' notice, an Employee shall be granted one (1) day with pay for the purpose of attending a funeral as a pallbearer.

23.06 Imminent Death

The Employer shall, upon the request of the Employee, grant compassionate leave to Employees where death appears imminent of family members covered by this Article. Such leave, together with compassionate leave granted under Article Nos. 23.02 and 23.03, shall not exceed the days specified in Article Nos. 23.02 and 23.03. A doctor's certificate may be required for the granting of such leave.

Use of this Article "imminent" shall be used only once per family member.

23.07 Jury Duty and Court Attendance

- (a) Any Regular Full-Time or Regular Part-Time Employee who is called to serve as a Juror or subpoenaed as a Witness in any Court, shall be granted Leave of Absence without loss of any privileges. Normal pay will continue to be issued. Payment for Part-Time Employees will be pro-rated in accordance with hours worked. At the conclusion of this duty, Employees shall obtain a certificate from the Court showing the period of their service and the amount of the compensation received, and shall deposit this certificate, together with the full amount of the compensation, but not including traveling expenses, with the Employer. Where more than four (4) hours remains in the Employee's regular shift the Employee shall return to work the balance of his shift.
- (b) Any Employee subpoenaed as a Witness and/or required to attend meetings with legal Counsel as a consequence of their employment, shall be paid their regular hourly rate and, where applicable, overtime for all such time.
- (c) This section will have no application for an Employee on Leave of Absence, or when receiving benefits under the Health and Extended Health Plans, WorkSafe BC, or as otherwise covered in this Agreement.
- (d) Leave of Absence without pay shall be granted where an Employee is required to attend court on their behalf.

23.08 Leave of Absence

- (a) When the requirements of the Employer's services will permit, Employees may be granted Leave of Absence without pay up to a maximum of ninety (90) working days for extended vacation, educational purposes, compassionate reasons or for any other reason that is agreed to between the Parties.
- (b) All applications for Leave of Absence shall be submitted, in writing, and be approved by the Employer, through the Human Resources Division.
- (c) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow Leave of Absence for a maximum of two (2) months so that the Employee may be a candidate in Federal, Provincial or Municipal elections. This leave shall be unpaid and benefits, where allowable, may be continued, provided the Employee pays both the Employee's and Employer's share of the premiums.

An Employee who is elected to public office shall be allowed Leave of Absence without loss of seniority during their term of office.

23.09 Time Off for Union Business

- (a) Upon application to, and upon receiving the permission of the Director of the department in each specific case, time off shall be granted to the official representatives of the Employees' Union when it becomes necessary to transact business in connection with matters affecting the members of the Union, providing it does not interfere with the operation of the Employer.
- (b) It is agreed that up to a maximum of two (2) Union Representatives per Schedule, but not more than six (6) in total, shall be granted Leave of Absence without pay to attend Union Conventions, etc., the names of those attending to be submitted to the Department Director one (1) month in advance. Where there is more than one (1) request from the same department for the same time, approval shall be subject to operational requirements.
- (c) During such Leave of Absence, the Employee shall record time as Recoverable Union Leave, and the Employer shall continue to pay each Union Representative's regular rate of pay, for the Employee's hours scheduled for the day of work the leave is granted, including the Employer's contribution for applicable benefits, including, but not limited to, medical, dental, sickness and accident insurance, group life insurance, and Municipal Pension.
- (d) The Employer will invoice the Union for the Union business leave in paragraph (a) and (b) above. The Employer shall submit an invoice to the Union on or before the tenth (10th) day of each month. The Union shall remit full payment to the City within forty-five (45) calendar days.
- (e) The Employer agree that any Employee who is elected or selected for a temporary or full-time position with CUPE National, CUPE BC or any body with which the Union is affiliated, shall be granted a Leave of Absence without pay and without loss of seniority with the Employer.
 - (i) The Employer may post the vacant position after six (6) months. Upon returning from the assignment, the Employee shall be entitled to return to a vacant position of which the Employee is capable of fulfilling the duties of the position, or a position consistent with the seniority provisions of the Collective Agreement.

23.10 Leaves of Absence

(a) Maternity Leave

Leave under this provision will be without pay and without loss of seniority. On return from Maternity Leave, the Employee shall provide the Employer with at least four (4) weeks' notice. On return from Maternity Leave, the Employee will assume their former position, if it still exists or a position consistent with the seniority provisions of this Agreement.

- (i) Upon written request, four (4) weeks in advance, Maternity Leave to a maximum of seventeen (17) consecutive weeks shall be granted. This leave may start no earlier than thirteen (13) weeks before the expected birth date and no later than the actual birth date, and must end no later than seventeen (17) weeks after the leave begins.
- (ii) An Employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- (iii) Where a doctor's certificate is provided, an Employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or termination of the pregnancy, they are unable to return to work when their leave ends under sub-paragraph (i) or (ii) above.

(b) Employment during Pregnancy

The Employer shall not deny a pregnant Employee the right to continue employment during the period of the pregnancy when their duties can reasonably be performed. The Employer may require proof of the Employee's capability to perform their normal work through production of a medical certificate.

(c) Parental Leave for Birth and Adoption

Leave under this provision will be without pay and without loss of seniority. On return from Parental Leave, the Employee shall provide the Employer with at least four (4) weeks' notice. On return from Parental Leave, the Employee will assume their former position, if it still exists or a position consistent with the seniority provisions of this Agreement.

- (i) A parent who has taken Maternity Leave is entitled to sixty-one (61) consecutive weeks of unpaid Parental Leave. A parent must begin their Parental Leave immediately after their Maternity Leave ends unless the Employee and the Employer agree otherwise.
- (ii) A parent, who does not take Maternity Leave, or an adopting parent is entitled to a maximum of sixty-two (62) consecutive weeks of unpaid Parental Leave. A parent must begin the leave within seventy-eight (78) weeks of the birth of the child and an adopting parent within seventy-eight (78) weeks after the child is placed with the parent.
- (iii) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the Employee is entitled, where a doctor's certificate is provided, to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave under sub-paragraph (i) or (ii) above.

(d) Benefit Coverage

Medical, Dental and Extended Health, if applicable, may be maintained during the leaves as described in paragraphs (a) and (c) above, provided the Employee makes arrangements

prior to commencing the leave to pay their share of the premiums. If pertinent, arrangements for payment of additional deductions must also be made.

(e) Special Leave

- (i) A non-birth parent shall be entitled to three (3) days Special Leave, with full pay and benefits, within seven (7) calendar days of the birth of their child.
- (ii) Employees shall be entitled to one (1) day Special Leave, with full pay and benefits, within seven (7) calendar days of the adoption of their child.

(f) Vacation Accrual During Maternity/Parental Leave

The following provisions shall apply to Employees who commence Maternity and/or Parental Leave after the date of ratification of the 2023-2024 Collective Agreement by both Parties:

- (i) Employees who have accrued vacation during a Maternity and/or Parental Leave of Absence will have the prior calendar year's accrued vacation pay entitlement paid out upon their return to work, subject to the mutual agreement otherwise between the Employee and the non-bargaining unit manager.
- (ii) Employees who have accrued vacation during an eighteen (18) month combined Maternity and Parental Leave of Absence, and who return to work on or after September 1st, will have the current year's accrued vacation pay entitlement from January 1st up to their date of return to work paid out, and the balance will be available for the Employee to use by May 31st of the following year.
- (iii) Employees who have accrued vacation during the sixty-two (62) week Parental Leave of Absence, and who return to work on or after September 1st, will have the current year's accrued vacation pay entitlement from January 1st up to their date of return to work paid out, and the balance will be available for the Employee to use by May 31st of the following year.

23.11 Revocation of Driver's Licence

- (a) If an Employee who is required to hold a valid driver's licence suffers a revocation of their driver's licence, they will be reassigned and paid at the appropriate rate for such, provided they are capable and work is available, and that such reassignment will not result in the bumping of a Regular Employee. If work is not available, they shall be granted a Leave of Absence. Any second use of this provision will require mutual agreement of the Parties.
- (b) If a driver's licence is revoked for reasons other than a driving offence, the Parties will meet to determine appropriate action.

23.12 Leave of Absence for Compassionate Reasons

Any Employee requesting a Leave of Absence for compassionate reasons for up to thirty (30) days shall not be denied such request.

23.13 Elections

Employees entitled to vote in an election may take time off from work with pay according to the applicable legislation.

23.14 Benefits upon the Death of an Employee

- (a) Following the death of an Employee, a lump sum payout of all accrued and unused leave banks, excluding sick leave shall be made by the Employer to the Estate of the Employee.
- (b) The Employer shall continue to provide, at the cost of the Employer, the Medical Services Plan, Extended Health Plan and Dental Services Plan coverage to the Employee's eligible dependents until the end of the sixth (6th) calendar month following the month of the Employee's death.

23.15 Domestic or Sexual Violence Leave

- (a) The Parties agree that the Domestic or Sexual Violence Leave provisions in Section 52.5 of the B.C. *Employment Standards Act*, as may be amended from time to time, shall be applicable to the Employees covered by the Collective Agreement.
- (b) An Employee may access Domestic or Sexual Violence Leave by providing a request, in writing, to the Human Resources Department for leave for one or more of the purposes set out in Section 52.5(3) of the B.C. *Employment Standards Act*, as may be amended from time to time.
- (c) If an Employee requests leave under paragraph (b) above, the Employee is entitled during each calendar year to the paid or unpaid leaves as specified in Section 52.5(4) of the B.C. *Employment Standards Act*, as may be amended from time to time. The current leave entitlements set out in Section 52.5(4) are:
 - (i) up to 5 days of paid leave;
 - (ii) up to 5 days of unpaid leave; and
 - (iii) up to 15 weeks of additional unpaid leave.
- (d) A leave under sub-paragraph (c)(i) or (ii) above may be taken by the Employee in one (1) or more units of time.
- (e) A leave under sub-paragraph (c)(iii) above must be taken by the Employee in one unit of time, unless the Employer consents to more than one unit of time.
- (f) If requested by the Human Resources Department, the Employee must, as soon as practicable, provide to the Employer reasonably sufficient proof in the circumstances that the Employee is entitled to the leave.

23.16 Vacation and Benefit Adjustments

- (a) When an Employee is on a Leave of Absence without pay (with the exception of Maternity/Parental Leave), LTD or EI, the following will apply:
 - (i) Vacation entitlements will be adjusted for each day of absence in excess of fifteen (15) days of scheduled work in a calendar month.
 - (ii) Subject to Article No. 23.10(d), for absences over one (1) calendar month in duration, applicable benefits will be maintained at the option of the Employee, provided the Employee arranges, before commencing the leave, to pay both the Employee's and Employer's share of the premiums for Extended Health and Dental. If pertinent, arrangements for payment of additional authorized deductions must also be made.
 - (iii) Unless the Employee opts for coverage under (ii) above, benefit coverage ceases at the end of the month in which the leave commences.
- (b) When an Employee is off for an extended period of time on an accepted WorkSafe BC claim, annual vacation pay entitlement shall continue to accrue for a maximum of twelve (12) months from the first day of the absence.

ARTICLE NO. 24 WAGES, ALLOWANCES AND PREMIUMS

24.01 Payment of Wages

Employees shall be paid in accordance with the provisions of this Collective Agreement, except as modified by agreement between the Union and the Employer.

24.02 Pay Period

Employees shall be paid bi-weekly in accordance with current Abbotsford payroll policies and shall receive their pay by direct deposit in accordance with the B.C. *Employment Standards Act*.

24.03 Separation of Employment

Upon discharge, the Employer shall pay, within two (2) working days of the discharge, all money due to the Employee. Upon resignation, the Employer shall pay all money due to the Employee on or before the payday following the resignation.

24.04 Higher Wage Classification

- (a) Employees whose regular hours of work are seven (7) hours

When an Employee is assigned work in a higher wage classification:

- (i) for thirty (30) minutes or less (on a cumulative per day basis), the Employee shall not be paid at the higher wage classification;
- (ii) for more than thirty (30) minutes up to three and one-half (3.5) hours (on a cumulative per day basis), the Employee shall be paid for three and one-half (3.5) hours at the higher rate; and
- (iii) for more than three and one-half (3.5) hours (on a cumulative per day basis), the Employee shall be paid for the entire work day at the higher rate.

- (b) Employees whose regular hours of work are either eight (8) or ten (10) Hours

When an Employee is assigned work in a higher wage classification:

- (i) for thirty (30) minutes or less (on a cumulative per day basis), the Employee shall not be paid at the higher wage classification;
- (ii) for more than thirty (30) minutes up to four (4) hours (on a cumulative per day basis), the Employee shall be paid for four (4) hours at the higher rate; and
- (iii) for more than four (4) hours (on a cumulative per day basis), the Employee shall be paid for the entire work day at the higher rate.

24.05 Regular Wage Rates

The regular wage rates shall be those set out in Schedules “A”, “B”, “C”, and “D” annexed hereto and forming part of this Agreement.

24.06 Tool Allowance

The following Employees, and their apprentices, will be required to supply their own tools:

- Fleet Services – Trades I- Small Equipment Technician
- Fleet Services – Trades II Technician
- Fleet Services – Trades II Fire
- Fleet Services – Leadhand Fire
- Fleet Services – Leadhand Heavy Duty
- Fleet Services – Leadhand Automotive
- Airport – Technician – Mechanic

The Employer will accept responsibility for insuring these tools and for replacement of these tools in case of fire or theft. The Employer shall bear the expense of sharpening tools and of repairing and replacing tools damaged or broken in the service of the Employer with tools of the same or equivalent manufacture, quality and value.

Job classifications or Employees may be added to this list by mutual agreement between the Parties.

A tool allowance premium of one percent (1%) of an Employee's regular hourly rate shall be paid per hour to these Employees.

24.07 Raw Sewage Premium

- (a) Subject to paragraph (b) below, a premium of six percent (6%) of an Employee's hourly rate of pay shall be paid to Employees for each hour or portion thereof spent working with raw sewage.
- (b) The Parties acknowledge that the following positions have received compensation for working with raw sewage incorporated into their respective rates of pay:
 - Operations – J.A.M.E.S. Plant Operators, Works Supervisors, Millwright Utilities Leadhand, Millwrights, Electrician Utilities Leadhand and Electricians, and Schedule “B” Utilities Environment staff
 - Operations – Wastewater Collection Operators

24.08 Pesticide Application

- (a) Where the Employer requires an Employee to hold a Pesticide Applicator's Certificate, the cost of obtaining and renewing the certificate shall be borne by the Employer; leave to take the necessary courses shall be with pay.
- (b) Employees required to apply pesticides shall receive a premium of six percent (6%) per hour or portion thereof during which they apply pesticide.

24.09 Dirty Work Premium

A premium of six percent (6%) of an Employee's hourly rate of pay shall be paid for each hour, or portion thereof, spent working to:

- (i) Employees working on sanitation vehicle components contaminated with garbage; Police requested motor vehicle incident inspections; flush trucks; loaders and hook trucks used at the J.A.M.E.S. Treatment Plant;
- (ii) Parks Employees cleaning and removing fecal matter;
- (iii) Recreation Employees cleaning and removing fecal matter; and
- (iv) Electricians when working with fecal contaminated equipment.

24.10 Traffic Enforcement Officer Premium- Deleted

24.11 Guard/Instructor (Leadhand)

Acting pay at the Deck Supervisor rate of pay will be paid to a Guard/Instructor (Leadhand), pursuant to Article No. 24.04 (b), when the Manager, Assistant Manager and Aquatic Supervisors are all absent.

24.12 Absence While in Higher Rated Position

When an Employee has worked in a higher rated position for more than twenty-eight (28) consecutive calendar days immediately prior to an illness/injury, vacation or paid Leave of Absence, the Employee will continue to receive the higher rate of pay; however, the Employee reverts to their regular rate of pay at the time that they would have reverted to their regular position.

In the case of illness/injury, the higher rate of pay will be maintained for no longer than two (2) consecutive weeks.

24.13 Membership Fees

The Employer shall pay fees for membership in associations where membership is required in the class specifications.

24.14 Training Allowance

An Employee who is designated by the Employer to provide special skills training to another Employee shall be paid an allowance of ten percent (10%) above their regular rate of pay for the hours involved in the training. The designated Employee must have bona fide qualifications to provide this training, and the training provided must result in certification of the trained Employee.

24.15 WorkSafe BC Compensation

- (a) Where a Regular Full-Time Employee is absent from work due to an injury or illness arising out of and in the course of employment, and is found by WorkSafe BC to be entitled to compensation under the *Workers Compensation Act*, the Employer shall pay the Employee their normal net take-home pay in the following circumstances:
 - (i) the Employee is entitled to receive temporary wage loss disability payments from WorkSafe BC; and
 - (ii) the temporary wage loss disability payments referred to in (i) above are remitted directly to the Employer by WorkSafe BC.
- (b) For the purpose of this Article, the term “normal net take-home pay” shall mean the normal amount of the Regular Full-Time Employee’s gross basic pay for their regular position, less the amount of the normal deductions required by law and/or by the operation of the Collective Agreement to be made from the Employee’s normal gross basic pay.
- (c) The Employer shall deduct, and remit to the appropriate authorities on behalf of the Employee, the amount of the normal deductions required by law and/or by the operation of the Collective Agreement only with respect to the amount by which the Employee’s normal gross basic pay exceeds the temporary wage loss disability payments remitted to the Employer by WorkSafe BC under sub-paragraph (a) (ii) above.
- (d) During the period of time that WorkSafe BC is adjudicating the Regular Full-Time Employee’s application for temporary wage loss disability payments, the Employee shall

be entitled to use their accumulated unused sick leave bank and, after the depletion of that bank, any other available leave banks.

- (e) If WorkSafe BC accepts the Employee's application, any temporary wage loss disability payments shall be remitted to the Employer (either directly by WorkSafe BC, or by the Employee if the payment had been made by WorkSafe BC directly to the Employee). Once the temporary wage loss disability payments are received, the Employer shall re-establish the Employee's sick leave bank and/or other available leave banks by the amount which had been utilized by the Employee under (d) above pending the decision by WorkSafe BC.
- (f) If WorkSafe BC does not accept the Employee's application for temporary wage loss disability payments, the Employee's sick leave bank and/or other available leave banks, which had been utilized by the Employee under (d) above pending the decision by WorkSafe BC, will remain reduced by the amount of such usage.

24.16 Recovery of Overpayments

- (a) Any overpayment, which is incurred within the previous period of twelve (12) months, will be recovered in the following manner:
 - (i) If the overpayment is fifty dollars (\$50.00) or less, the Employer will advise the Employee of the details in writing of the overpayment and of the Employer's intention to recover the overpayment from the Employee's next pay cheque.
 - (ii) If the overpayment is in excess of fifty dollars (\$50.00), the Employer will, at least one (1) month before recovery action is implemented, advise the Employee of the details in writing of an overpayment and the Employer's intention to recover the overpayment.
 - (iii) Recovery will not exceed five percent (5%) of the Employee's gross pay each pay period until the entire amount is recovered. It is understood the Employee may agree to a higher amount. If the Employee advises Human Resources that the stated recovery action will create a hardship, a lesser amount may be mutually agreed to. The Employer's agreement will not be unreasonably withheld. Notwithstanding the foregoing, in the event employment ceases, any outstanding amounts will be recovered from the final pay.
 - (iv) If an Employee's final pay does not cover the full amount owing, the Employee must repay the Employer in full within one (1) month from the date of termination.

ARTICLE NO. 25 CLASS SPECIFICATIONS/RECLASSIFICATION

25.01 New Categories

Where new categories of employment for which rates of pay are not established by this Agreement are put into use, rates governing such categories of employment shall be subject to negotiations between the Parties. The rates established shall be retroactive to the date of implementation.

25.02 Class Specification Review/Reclassification

The Parties agree to jointly review the class specifications on file and make revisions as necessary. When the duties or volume of work in any class specification are changed or increased to the degree that skill, knowledge, ability, physical effort, responsibility, working conditions, or qualifications would be materially affected on an ongoing basis, or where the Union and the Employee or the Employer feel that the position is unfairly or incorrectly classified, or when any position not covered by the Wage Schedules attached to this Agreement is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the reclassification and/or rate of pay of the classification in question, either Party may refer the matter to arbitration within thirty (30) days of failure to reach agreement.

ARTICLE NO. 26 EMPLOYEE BENEFIT PLANS

The liability of the Employer under any benefit plan is limited to the premiums or portions of premiums related to the provision of the benefit plans, and the Employer is not the insurer if any plan carrier denies coverage and/or benefits, or for some other reason coverage is not extended.

26.01 Health and Extended Health Plans

The Employer agrees to pay the premium cost or portion of the premium cost of the following plans as noted below:

(a) Medical Services Plan of B.C.

The Parties acknowledge that MSP premiums, the cost of which had been paid one hundred percent (100%) by the Employer, are no longer required to be paid in British Columbia, and instead have been replaced by the Employer Health Tax implemented by the B.C. Provincial Government.

The Parties agree that if, at a later date, the B.C. Provincial Government reinstates the payment of premiums for MSP or a similar Provincial public health insurance plan, the Employer shall pay one hundred percent (100%) of the cost of the premiums for all eligible Employees – provided that the Employer is not already paying any premiums, contributions and/or taxes for a similar or overlapping B.C. public health insurance coverage for its eligible Employees. In such circumstances, the Parties agree that, for the first (1st) year during which the MSP (or similar Provincial public health insurance plan) coverage is in effect, the cost of the premiums for that coverage shall be shared equally between the Employer and eligible Employees.

(b) Extended Health Plan

The Employer agrees to pay eighty-five percent (85%) of the premium cost based on the plan:

- (i) Coverage by this plan is subject to a deductible of \$25.00 with a co-insurance of eighty-percent (80%) of eligible expenses, with a lifetime overall plan maximum of \$1,000,000.00;

- Eyeglasses, contact lenses or laser eye surgery to a maximum of \$650.00 every two (2) calendar years
- Eye exams every two (2) years to a maximum of one hundred and twenty-five dollars (\$125)
- Hearing Aids, including cochlear implants and supplies, \$5,000.00/5 years for adult and children
- Pay Direct Drug Program
- Paramedicals – \$500 each per year
 - acupuncturist
 - audiologist
 - dietician
 - naturopath
 - occupational therapist
 - osteopath
 - podiatrist
 - speech therapist
 - psychologist or social worker or registered clinical counsellor
- Paramedicals – \$750 each per year
 - registered massage therapist or orthotherapist
 - physiotherapist or physical therapist
 - chiropractor
- Employees 50 years of age and older who have had chicken pox shall receive reimbursement of up to \$240 plus applicable taxes for a Fraser Health approved shingles vaccine.
- Generic substitution drug provision.

- (ii) The Parties agree that a cap of \$10.00 reimbursement for the pharmacy prescription drug dispensing fee will be implemented. The Parties further agree that any adjustments to this \$10.00 dispensing fee cap will be tied to the pharmacy prescription drug dispensing fee cap adopted by BC PharmaCare.

26.02 Dental Plan

The Employer agrees to pay ninety percent (90%) of the premium cost of a plan based on the following general principles:

- Plan A - Basic Dental Services - Pays for ninety percent (90%) of approved schedule of fees with no annual maximum, per insured person.
- Plan B - Prosthetics, Crowns and Bridges - Pays for seventy-five percent (75%) of approved schedule of fees to a maximum of \$4,000 per year, per insured person.
- Plan C - Orthodontics - Pays for fifty percent (50%) of approved schedule of fees to a maximum of \$6,000 in a lifetime, per insured person.

26.03 Group Life Plan

The Employer agrees to pay one hundred percent (100%) of the premium of the existing Group Life Insurance Plan for Regular Full-Time Employees. The Plan provides a death benefit of two hundred percent (200%) of annual earnings rounded to the next higher integral multiple of \$1,000, if not already an integral multiple of \$1,000. The maximum amount of insurance is \$1,000,000.

26.04 Participation Clause

Where an eligible Part-Time Employee has elected to participate in benefits and such Employee decides to discontinue participation in said benefits, the Employee will not be eligible to participate again during the course of their employment unless they accept a full-time position.

26.05 Percentage (%) In Lieu of Health Benefits

Part-Time Employees who are not receiving benefits pursuant to Article No. 6.02(b)(ii), and Auxiliary Employees, will receive four percent (4%) in lieu of Article Nos. 22.02, 22.04, and 26.

26.06 Changes to Plans

The Employer may institute a plan which is equal or superior to a plan referred to in this Article other than Long Term Disability.

26.07 Continued Coverage

When an Employee is on an authorized unpaid Leave of Absence, or when a grievance is invoked on their discharge, the Employer shall continue to pay the Employee's Health and Extended Health Plan premiums to provide uninterrupted coverage, provided that:

- (a) the Employee reimburses the Employer for such premium paid on the Employee's behalf and provides the Employer with post-dated cheques to cover the duration of the absence.
- (b) the period of such coverage shall not exceed twelve (12) months unless the Parties mutually agree otherwise.

When an Employee returns to work, the Employer shall deduct from their earnings any monies the Employer has paid out in respect of their premiums under this Article.

26.08 Continued Coverage - Illness

It is understood in cases where employees with at least one (1) year service who are absent due to a bona fide illness or injury, confirmed by a medical practitioner, that the Employer's responsibility for benefit coverage will be limited to twelve months. This may be waived by mutual agreement.

ARTICLE NO. 27 HEALTH AND SAFETY AND WORKSAFE BC

27.01 Promoting Health and Safety

The Union and the Employer agree to promote a safe and healthy working environment in keeping with applicable legislation and regulations.

27.02 Policy and Procedures

The Employer and the Union will continue to support policies and procedures that ensure municipal vehicles and equipment are safely maintained and operated. These shall be reviewed, as required, by the Joint Health and Safety Committee.

27.03 Orientation and Training

The Employer will provide each new Employee with an orientation to policy and procedure. All Employees shall be provided with the appropriate health and safety training.

27.04 Right to Refuse Unsafe Work

An Employee shall not be disciplined for refusing to carry out or cause to be carried out, any work process or operate or cause to be operated any tool, appliance or equipment if that Employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person. The Parties agree that Section 3.12 of the *Occupational Health and Safety Regulation*, as may be amended from time to time, shall be followed in the event that an Employee refuses to perform unsafe work pursuant to this Article. (A copy of Section 3.12 of the *Occupational Health and Safety Regulation* is attached as Appendix “A” to this Collective Agreement for informational purposes).

27.05 Occupational Health and Safety

(a) Day of Injury

Employees shall receive full wages and benefits for the day of injury, when they are injured on the job.

(b) Occupational Accident

The Employer shall pay the Employer’s share of all benefits while an Employee is off on a WorkSafe BC claim, provided the Employee pays the Employee’s share. This arrangement shall not exceed twelve (12) consecutive months.

(c) Union-Employer Health and Safety Committees

The Health and Safety Committees shall be composed of six (6) representatives appointed by the Employer and six (6) representatives appointed by the Union.

(d) **Meeting of Committee**

The Health and Safety Committees shall continue to hold monthly meetings, and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Health and Safety Committees meetings shall be kept, and copies of such minutes shall be sent to the Employer and the Union. All committee members not scheduled to work on meeting days shall be paid or credited hours off on a regular work day or banked at straight time.

(e) **Safety and Health Reports, Records and Data**

The Employer shall provide the Health and Safety Committees with a copy of any incident investigation report that the Employer is required to prepare pursuant to the *Workers Compensation Act of BC*, as may be amended from time to time.

27.06 First Aid Certificate

- (a) Any Employee holding a valid Occupational First Aid Certificate, recognized under the *Occupational Health and Safety Regulation*, who is designated by the Employer to carry out the duties of a first aid attendant pursuant to the above regulations, shall receive, in addition to their regular rate, the following premium based on the class of certificate required:

Level I – forty five cents (45¢) per hour

Level I plus Transportation Endorsement – sixty cents (60¢) per hour

Level II – ninety cents (90¢) per hour

- (b) An Employee, who is designated to be a First Aid Attendant under paragraph (a) above, shall receive a bonus of seven hundred and fifty dollars (\$750):
- (i) upon successful completion of the OFA Level 2 course, and
 - (ii) upon successful completion of the required recertification course.

27.07 Personal Protective Equipment and Clothing

- (a) The Employer shall issue protective clothing, including rain gear, smocks and coveralls, where required. It shall be the responsibility of the Employer to clean, launder and maintain all such clothing. All protective clothing remains the property of the Employer and must be turned in for replacement or when leaving the service of the Employer.
- (b) (i) This provision shall apply to those Regular Full-Time Employees listed in Article No. 24.06 (Tool Allowance) who are required to wear prescription safety eyewear essentially throughout their work day due to their working environment.
- (ii) Subject to sub-paragraph (iii) below, the Employer shall reimburse Employees, referred to in sub-paragraph (i) above, up to a maximum of two hundred dollars (\$200) once every two (2) years towards the purchase of prescription safety eyewear.

- (iii) In order to receive the reimbursement referred to in sub-paragraph (ii) above, the Employee must provide the Employer with:
 - 1. proof that the Employee applied for reimbursement for the safety prescription eyewear pursuant to the Extended Health Care Plan's Vision Care Coverage; and
 - 2. the amount of the cost incurred by the Employee for the safety prescription eyewear which was not reimbursed under the Vision Care coverage; and
 - 3. the receipt for the safety prescription eyewear purchased by the Employee.

27.08 C.S.A. Safety Footwear

The Employer shall reimburse Regular Full-Time Employees, who are required to wear C.S.A. approved safety footwear as required under the WorkSafe BC *Occupational Health and Safety Regulation*, up to a maximum safety footwear allowance (including re-soling) of two hundred and seventy dollars (\$270) per two (2) calendar year period. Employees shall provide a copy of their receipt to their immediate non-bargaining unit manager (or designate) for reimbursement.

Asphalt and J.A.M.E.S. Plant Employees may be eligible for up to a maximum safety footwear allowance (including re-soling) of two hundred and seventy dollars (\$270) per calendar year as per their immediate non-bargaining unit manager's (or designate) discretion.

27.09 Health Risk

In accordance with current practice, where there is a health risk to Employees from their working environment, health shots and regular medical examinations by a physician selected by the Employer will be required at the Employer's expense. Flu shots are excluded from this provision.

27.10 Return To Work Program

- (a) Where bona fide sickness or disability results from an accident or injury, the Employer and the Union agree to make every reasonable effort to re-assign partially disabled Employees to duties which are suited to their abilities as per below:
- (b) The Parties agree to the following principles with respect to a Return To Work Program (RWP) for Employees:
 - (i) The objective of a RWP is to provide Employees, who are unable to perform their full regular work duties due to medical reasons, with the opportunity to return to productive work, in a safe and timely manner, by way of a gradual, modified or alternate work program.
 - (ii) It is acknowledged that the duty to accommodate an Employee's RWP, up to the point of undue hardship, is a shared responsibility between the Employer, the Union and the Employee.

- (iii) The Employer shall consult with the Union and the Employee with respect to the development and implementation of a RWP applicable to the Employee.
- (iv) Each RWP must be flexible and individualized to accommodate the Employee's capabilities and needs, as well as the operational needs and constraints of the Employer.
- (v) An Employee's RWP must be consistent with the Employee's medical capabilities as determined by a qualified medical practitioner, and the Employee's participation in the RWP must be approved by a qualified medical practitioner. It is recognized that this medical determination and approval will normally be obtained from the Employee's personal physician. It is acknowledged that the Employer may also seek the opinion of another qualified medical practitioner concerning the medical capabilities of the Employee to engage in a RWP. In exercising its discretion to seek the opinion of another qualified medical practitioner pursuant to this provision, the Employer shall not act in a manner which is arbitrary, discriminatory or in bad faith. Any cost arising from the Employer seeking the opinion of another qualified medical practitioner pursuant to this provision shall be borne by the Employer.
- (vi) Written medical authorization from a qualified medical practitioner will be required before an Employee, who is participating in a RWP, can return to their full regular work duties. It is recognized that this medical authorization will normally be obtained from the Employee's personal physician. It is acknowledged that the Employer may also seek the opinion of another qualified medical practitioner concerning the medical capabilities of the Employee to return to their full regular work duties. In exercising its discretion to seek the opinion of another qualified medical practitioner pursuant to this provision, the Employer shall not act in a manner which is arbitrary, discriminatory or in bad faith. Any cost arising from the Employer seeking the opinion of another qualified medical practitioner pursuant to this provision shall be borne by the Employer.

ARTICLE NO. 28 TECHNOLOGICAL AND OTHER CHANGES

28.01 Adjustment to Change

During the term of this Agreement, any disputes arising in relation to adjustment to technological or other change pursuant to Section 54 of the *Labour Relations Code*, shall be discussed between the bargaining representatives of the Parties to this Collective Agreement.

Where the Employer introduces or intends to introduce a technological or other change that:

- (a) affects the terms and conditions or security of employment of a significant number of Employees to whom this Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated, then either Party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board by-passing all other steps in the Grievance Procedure.

28.02 Notice of Change

The Employer will give to the Union, in writing, at least ninety (90) days' notice of any intended technological or sixty (60) days' notice of any other change that:

- (a) affects the terms and conditions or security of employment of a significant number of Employees to whom this Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated.

28.03 Adjustment Plans

The Parties agree that, in the event of change as set out in Article No. 28.01, they will meet in good faith and endeavour to develop an adjustment plan consistent with the provisions of Section 54 of the *Labour Relations Code* of British Columbia.

28.04 Retraining

The Parties agree that Employees affected by technological change will be offered retraining in their own job or where the Parties jointly agree, a comparable job. Where retraining is not a viable option, affected Employee(s) shall be entitled to exercise seniority rights pursuant to Article Nos. 14 and 16.

ARTICLE NO. 29 JOB SECURITY

29.01 Use of City Equipment and Operators

Every motor vehicle and/or piece of mobile equipment used by the Employer, as identified by the classifications in Schedule "B", whether owned or leased, shall be operated by a member of the Union. Provided competent Employees are available, all suitable equipment must be in use before additional equipment can be leased or hired.

29.02 Condition of Employment

The Employer shall not require, as a condition of continued employment, that an Employee purchase truck, tractor, and/or tractor and trailer or other vehicular equipment.

29.03 Use of Municipal Equipment by Charity Groups

The Parties agree that the Union will be consulted prior to the lending of equipment to charitable groups. It is further understood that, where the charitable group requires equipment operators, union members will be given first opportunity to volunteer to operate the equipment at the event at no expense to the Employer.

29.04 Rights Reserved

It is agreed that the Employer has the right to contract out works and services unless specifically prohibited by any of the provisions of the Collective Agreement. No Regular Full-Time Employees in the service of the Employer, pursuant to Article No. 16.01, shall be laid off or shall lose their employment as a direct result of contracting out.

ARTICLE NO. 30 UNION LABEL

30.01 Display of Union Label

It shall not be a violation of this Agreement for an Employee to wear or display the recognized insignia of the Union.

ARTICLE NO. 31 CONTINUATION OF ACQUIRED RIGHTS

31.01 Articles Held Invalid

If any Article or Section of this Agreement or any riders hereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider thereto shall not be affected thereby.

31.02 Negotiations for Replacement of Articles Held Invalid

In the event that any Article is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining, upon the request of either Party for the purpose of arriving at a mutually satisfactory replacement for such Article during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to arbitration.

ARTICLE NO. 32 SEVERANCE PROVISIONS

32.01 Retirement

- (a) Employees who are eligible shall be covered by the provisions of the *Pension (Municipal) Act*.

32.02 Retirement Gratuity

Providing the Employee provides two (2) months' written working notice, Employees with a minimum service of five (5) years and retiring at age fifty-five (55) or over on municipal pension, shall receive two (2) months' salary. For every five (5) years of continuous service, an additional week's salary will be paid to the Employee.

In the case of an emergent situation or with the Employer's agreement, the requirement for two (2) working months' notice may be reduced or waived.

32.03 Notice

Employees shall be entitled to notice upon termination on the following basis:

- (a) two (2) weeks' notice or pay in lieu of notice for under five (5) years' service;
- (b) one (1) month's salary or pay in lieu of notice for five (5) years or more of continuous service with the Employer.
- (c) two (2) months' salary or pay in lieu of notice for ten (10) years or more of continuous service with the Employer.

32.04 Exception

It is mutually agreed that the above provisions of this Article do not apply in cases of temporary lay-off or discharge for just cause.

32.05 Employee Notice

Where an Employee is voluntarily leaving the service of the Employer, the Employer shall be entitled to a minimum of two (2) weeks' working notice in writing.

ARTICLE NO. 33 GENERAL CONDITIONS

33.01 Employee Name and Address

It shall be the duty of each Employee to supply the Employer with current name, mailing address, personal email address, and telephone number. The Employee shall also be responsible for advising the Employer of any changes to the above information. The Employer shall provide the Union with a copy of this information.

33.02 Employee Appraisals

Employee appraisals are not disciplinary and Employees shall receive at least one (1) appraisal each year for the purpose of providing feedback and guidance. Employee appraisals shall not be used to adversely affect an Employee, and where appraisals are disputed, the Employee shall have the right to submit a rebuttal to be attached to the appraisal on file.

33.03 Training Assistance

The Employer believes that human resources management and development is critical to the success of the organization and, in this regard, will maintain current policies for this purpose.

33.04 Uniform/Special Clothing

- (a) When the Employer requires an Employee to wear special clothing, the Employer must, without charge to the Employee:
 - (i) provide the special clothing, and
 - (ii) clean and maintain it in a good state of repair.
- (b) The Parties agree to adopt the definition of "special clothing" as set out in Section 1(1) of the B.C. *Employment Standards Act*, as may be amended from time to time.

Section 1(1) of the B.C. *Employment Standards Act* currently defines "special clothing" as follows:

"special clothing" includes a uniform and a specified brand of clothing.

33.05 Guard/Instructors and Deck Supervisors

- (a) Guard/Instructors and Deck Supervisors who work a minimum of ten (10) hours or more per week in a scheduled block shall be provided with a second set of t-shirts and shorts.
- (b) Guard/Instructors and Deck Supervisors shall wear only the issued t-shirt and shorts while on duty, and must turn in worn-out t-shirts and shorts:
 - (1) to receive replacements;
 - (2) upon leaving the employment of the Employer; or
 - (3) when on a Leave of Absence of thirty (30) days or longer.
- (c) Guard/Instructors and Deck Supervisors shall receive a wage premium of one-half percent (0.5%) for all hours instructing in the pool.
- (d) Guard/Instructors and Deck Supervisors who have worked a minimum of eight hundred and thirty-two (832) hours in a calendar year shall, in the following calendar year, be entitled to be reimbursed up to a maximum of one hundred and twenty-five dollars (\$125) toward the purchase of swimsuits and/or appropriate deck footwear.

Employees shall provide their receipts to their immediate non-bargaining unit manager (or designate) for reimbursement.

33.06 Use of Private Vehicle for Work Related Purpose

If an Employee is requested to and agrees to provide their own vehicle for work related purposes, the Employer shall reimburse the Employee for the cost of the "business insurance" which is over and above the normal insurance for the vehicle, excluding surcharges as a result of accidents or convictions. It is the Employee's responsibility to provide proof that proper automobile liability insurance is carried out for the use of their vehicle while working, if requested.

33.07 Vehicle Allowance

Where an Employee uses their own private vehicle in accordance with the provisions of Article No. 33.06, they shall receive compensation in accordance with Human Resources Policy #8.5 – Travel Expenditures.

33.08 Licence Test and Certificate

The Employer shall, upon request, provide appropriate equipment whenever it becomes necessary for an Employee to renew required licences or tickets. Time off for such purposes shall be paid at the Employee's regular rate.

If a Class 1 Driver's Licence, Class 3 Driver's Licence, and/or Air Brake Endorsement are required for a class specification the Employer will reimburse the Employee for the cost of their renewals. Time off for such purposes shall be paid at the Employee's regular rate.

33.09 Employees on Approved Training Programs

- (a) While Employees are attending an approved training program, the Employer shall continue to pay the Employee their full wage and the Employee agrees to turn over to the Employer any monies received from the government, or other funding agency while in training.
- (b) The Employer shall reimburse the cost of any course of instruction required or approved by the Employer for an Employee to better qualify themselves to perform their job, as per the City's Training and Development Policy or the Apprenticeship Policy as may be revised from time to time.
- (c) The Employer agrees to provide the Union with any changes to the City's Training and Development Policy, thirty (30) calendar days prior to submission to the Strategic Leadership Team, so as to provide the Union the opportunity to review and respond before any changes occur.

33.10 Medical Examination

Any Government or Employer required physical or medical examination relating to job requirements shall be promptly complied with by all Employees, and the Employer shall pay for all such physical or medical examinations and for any time lost as a result thereof during their working hours.

33.11 Recertification

- (a) Employees shall not allow certifications which are required by class specifications to expire. In the instance where an Employee's certification does expire, the Employee must notify the Employer immediately.
- (b) The Employer shall advise the Employees in advance of their aquatic certification expiry date.
- (c) The Employer may, at its expense, require any Aquatic Employee to recertify class specifications requirements as follows:

- National Lifeguard: Pool – within every two (2) years;
- C.P.R. "C" including AED Certification – annually
- Lifesaving Instructor: Swim for Life – within every two (2) years

The Employer must provide a minimum of two (2) weeks' notification (if it is reasonable in the circumstances) to the Employee; and further, provided there is a period of twenty-four (24) consecutive hours off before the actual recertification test. The Employer shall pay eight (8) hours' wages at the Employee's regular rate for each such recertification. Furthermore, normal exam conditions shall be applicable.

- (d) Employees who have worked a minimum of eight hundred and thirty-two (832) hours in the preceding year as an Aquatic Employee, shall be reimbursed for the cost of all recertifications required by the class specification, but shall be expected to complete such recertification during non-working hours.

33.12 Preparation Time

Guard/Instructors shall receive one-half (1/2) hour of scheduled preparation time at their regular wage rate on the first day of each set of classes which involves Pre-School swim levels and Swim for Life Program Modules.

- (a) Guard/Instructors shall receive 0.75 (3/4) hours of preparation time per class, at their regular wage rate, at the completion of each scheduled set of classes which involves Red Cross or Pre-School swim levels.
- (b) Swim lesson participants shall be continuously evaluated throughout the set of classes with specific emphasis on the mid-term report and the final report card. A lesson plan shall also be prepared for each class.
- (c) For the purposes of this Article, the following definitions shall apply:

“**Lesson**” means one (1) teaching period (generally one-half (1/2) hour);

“**Class**” means a group of lessons (generally ten (10) lessons);

“**Set of Classes**” means a group of classes which are scheduled to run during a specified time frame and for a designated period (e.g. 3:30 p.m. - 5:30 p.m., Monday and Wednesday, for a five (5) week period).

33.13 Employee and Family Assistance Program

The Employer will continue to provide and fund an Employee and Family Assistance Program.

33.14 Minimum Standards

The application of any provision of the Collective Agreement shall not result in an Employee being deprived of the minimum provisions of the B.C. *Employment Standards Act*, unless a joint application for variance is submitted by the Parties.

33.15 Pyramiding of Benefits

The Parties agree that the provisions of Article Nos. 18, 20, 21, and 22 cannot be combined so that greater benefit is received than that intended by the Parties.

33.16 Progression to Job Rate

- (a) New Employees will be paid eighty-five percent (85%) of Job Rate. Upon successful completion of the probationary period, Employees will move to the Job Rate for the position.
- (b) The Parties agree that in order to attract qualified external candidates into Union positions with the City the following will apply:

New Employees may be hired at the Job Rate for the position rather than the Entry Rate based on the following considerations:

- is this a difficult to fill position?
 - is Job Rate necessary to remain competitive?
 - does the candidate have directly-related experience, (i.e., from another municipality?)
- (c) The Parties agree that Employees hired or promoted into positions for which they do not fully meet the job requirements and/or qualifications will advance to job rate in steps mutually agreed between the Employer and the Union.

33.17 Long Term Disability Plan

The Employer agrees to collect premiums for the CUPE Long Term Disability Plan on behalf of the Union at no cost.

33.18 Recertification – Environmental Operators Certification Program (EOCP)

- (a) Employees who must maintain EOCP certification, as defined in their job description and as a condition of employment, shall be entitled to a refund by the Employer for recertification fees, provided the Employee successfully meets the recertification requirements.
- (b) The Employer will offer in-house training opportunities during working hours for Employees to maintain their EOCP certification requirements.

TERMS OF AGREEMENT

Section 1:

This Agreement shall be for the period from and including January 1, 2023, up to and including December 31, 2024. Either Party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement (December 31, 2024) may, by written notice, require the other Party to commence Collective Bargaining.

The operation of subsections (2) and (3) of Section 50 of the *Labour Relations Code* of British Columbia shall be specifically excluded from and shall not be applicable to this Agreement.

Unless specifically stated, all changes become effective the date of ratification.

Section 2:

Should either Party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect, and neither Party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any Employee for whom collective bargaining is being conducted, or alter any other item or condition of employment) until:

- (a) the Union commences a legal strike; or
- (b) the Employer commences a legal lockout; or
- (c) the Parties conclude the renewal of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

Section 3 Wages:

Effective January 1, 2023, all job rates in effect on December 31, 2022, shall be increased by four and one-half percent (4.5%) rounded to the nearest whole cent.

Effective January 1, 2024, all job rates in effect on December 31, 2023, shall be increased by four percent (4.0%) rounded to the nearest whole cent.

Note: The retroactive wage rate increases, as of January 1, 2023, shall be paid to Employees who are employed with the Employer as of the date of ratification of the 2023 – 2024 Collective Agreement.

MEMORANDUM OF AGREEMENT

BETWEEN:

CITY OF ABBOTSFORD

(the "Employer")

AND:


CANADIAN UNION OF PUBLIC EMPLOYERS, LOCAL 774

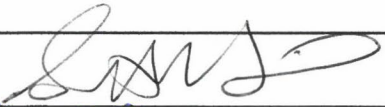
(the "Union")

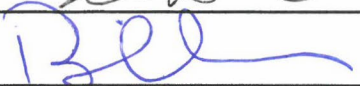
1. The parties agree that the 2023-2024 Collective Agreement shall consist of the previous 2021-2022 Collective Agreement, as amended and revised by all of the proposals agreed to and signed on behalf of the parties during negotiations.
2. The Union Bargaining Committee agrees to unanimously recommend to the Union's members in the bargaining unit to ratify this Memorandum of Agreement.
3. The Employer Bargaining Committee agrees to unanimously recommend to its principals to ratify this Memorandum of Agreement.
4. The 2023-2024 Collective Agreement shall be effective from the date of ratification by both parties to this Memorandum of Agreement. The provisions of the 2023-2024 Collective Agreement shall not be applied retroactively from the date of ratification, unless specifically agreed to otherwise.


DATED at Abbotsford, B.C. this 2nd day of March, 2023.

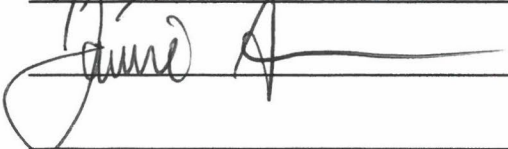
SIGNED on behalf of the Employer:
















SIGNED on behalf of the Union:














Appendix “A”:

Occupational Health and Safety Regulation -Section 3.12: Refusal of Unsafe Work

3.12 Procedure for refusal

- (1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (3) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and
 - (a) ensure that any unsafe condition is remedied without delay, or
 - (b) if in his or her opinion the report is not valid, must so inform the person who made the report.
- (4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of
 - (a) a worker member of the occupational health and safety committee;
 - (b) a worker who is selected by a trade union representing the worker, or
 - (c) if there is no occupational health and safety committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- (5) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

(Source: Workers Compensation Act *Occupational Health and Safety Regulation*)

Appendix “B”

Lists of Supervisory Positions for the purpose of Article 15.02(a) (Trial Period)

- The following are “supervisory positions that report directly to a non-bargaining unit manager” for the purpose of Article No. 15.02(a)(i):

Table 1

Position	Department	Schedule
Arboriculture Coordinator	Operations	C
Building Maintenance Supervisor	Operations	B
Business Solutions Coordinator (GIS)	Engineering & Regional Utilities	A
Cemeteries Coordinator	Operations	C
Civic Building Project Coordinator	Operations	B
Duty Officer	Airport	D
Electrician Leadhand	Operations	B
Facility Administrative Coordinator	Parks, Recreation & Culture	C
Fleet Maintenance Coordinator	Operations	B
HVAC Maintenance Supervisor	Operations	B
Landscape & Horticulture Coordinator	Operations	C
Millwright Utilities Leadhand	Operations	B
Natural Areas & Trails Coordinator	Operations	C
Parks Maintenance Coordinator	Operations	C
Parks Technician II (Regional Parks)	Operations	C
Payroll Supervisor	Finance & Procurement Services	A
Recreation Coordinator	Parks, Recreation & Culture	C
Recreation Maintenance Coordinator	Operations	C
Senior Marketing Specialist	Innovation, Strategy & Intergovernmental Relations	A
Solid Waste & Environmental Coordinator	Engineering & Regional Utilities	A
Sports Field, Turf & Irrigation Coordinator	Operations	C
Supply Services Supervisor	Finance & Procurement Services	A
Urban Forester	Operations	C
Works Supervisor I (DDI)	Operations	B
Works Supervisor I (Parks)	Operations	C
Works Supervisor I (Roads Maintenance)	Operations	B
Works Supervisor I (Sign Shop)	Operations	B
Works Supervisor I (Solid Waste)	Operations	B
Works Supervisor II (JAMES Plant)	Operations	B
Works Supervisor II (Wastewater Collection)	Operations	B
Works Supervisor II (Water Distribution)	Operations	B
Works Supervisor II (Water Supply)	Operations	B

2. The following are “supervisory positions that report to a bargaining unit supervisor” for the purpose of Article No. 15.02(a)(ii):

Table 2

Position	Department	Schedule
Aquatic Leader	Parks, Recreation & Culture	C
Fleet Leadhand (Automotive)	Operations	B
Fleet Leadhand (Fire)	Operations	B
Fleet Leadhand (Heavy Duty)	Operations	B
Recreation Maintenance Supervisor	Operations	C
Recreation Supervisor (Arenas)	Parks, Recreation & Culture	C

3. In filling a posted vacancy for a supervisory position listed in Table 1 the required knowledge, ability and skills for the position shall be the primary consideration; but where such required knowledge, ability and skills for the position are equal between 2 or more Employees, seniority shall be the determining factor.
4. The Employer agrees to provide the Union with written notice of any addition, revision and/or deletion to the list of supervisory positions set out in Table 1 and/or Table 2 above at least thirty (30) calendar days prior to the addition, revision or deletion being made by the Employer, so as to provide the Union the opportunity to review and respond to the proposed addition, revision or deletion before it occurs.
5. If:
- (i) during the thirty (30) calendar day notice period referred to in paragraph 4 above, the Union provides the Employer with a written objection to the Employer’s proposed addition, revision and or deletion to the list of supervisory positions, and
 - (ii) the Employer implements the proposed addition, revision and/or deletion notwithstanding the Union’s objection,
- then the Union may submit a Policy Grievance pursuant to Article No. 9.02(e) within ten (10) working days of the date on which the Employer notified the Union that the proposed addition, revision or deletion has been implemented.
6. Upon receipt of the Union’s Policy Grievance referred to in paragraph 5 above, the Employer agrees that, pending the resolution of the Union’s Policy Grievance,
- (i) any vacancy for a disputed supervisory position listed in Table 1 above will be filled pursuant to Article No. 15.01, and
 - (ii) any Employees who are thereafter promoted or transferred to a disputed supervisory position listed in Table 1 or Table 2 will be required to serve the trial period set out in Article No. 15.02(a)(iii)

SCHEDULE "A" CLASSIFICATION AND PAY RATES 2023 - 2024

Schedule	Pay Grade	Classification	4.50%		4.00%	
			01-Jan-23		01-Jan-24	
			Entry Rate	Job Rate	Entry Rate	Job Rate
A	PGRD_11	Co-op Student - 1st Year	\$18.47		\$19.21	
A	PGRD_12	Co-op Student - 2nd Year	\$20.04		\$20.84	
A	PGRD_13	Co-op Student - 3rd Year	\$21.64		\$22.51	
A	PGRD_14	Co-op Student - 4th Year	\$23.53		\$24.47	
A	PGRD_40	Bylaw Services Clerk	\$24.79	\$29.16	\$25.78	\$30.33
A	PGRD_40	Clerk III	\$24.79	\$29.16	\$25.78	\$30.33
A	PGRD_40	Corporate Information Clerk	\$24.79	\$29.16	\$25.78	\$30.33
A	PGRD_40	Corporate Services Clerk (Mailroom)	\$24.79	\$29.16	\$25.78	\$30.33
A	PGRD_40	Fire Administration Clerk	\$24.79	\$29.16	\$25.78	\$30.33
A	PGRD_40	Record Indexing Clerk	\$24.79	\$29.16	\$25.78	\$30.33
A	PGRD_60	Administration Support Clerk (Operations)	\$26.19	\$30.81	\$27.24	\$32.04
A	PGRD_60	Clerk IV	\$26.19	\$30.81	\$27.24	\$32.04
A	PGRD_60	Collections Clerk I	\$26.19	\$30.81	\$27.24	\$32.04
A	PGRD_60	Engineering Clerk	\$26.19	\$30.81	\$27.24	\$32.04
A	PGRD_60	Finance Clerk	\$26.19	\$30.81	\$27.24	\$32.04
A	PGRD_60	Legal Administrative Services Clerk	\$26.19	\$30.81	\$27.24	\$32.04
A	PGRD_60	Legislative Services Clerk	\$26.19	\$30.81	\$27.24	\$32.04
A	PGRD_60	Permit & Licence Clerk	\$26.19	\$30.81	\$27.24	\$32.04
A	PGRD_60	Planning Clerk	\$26.19	\$30.81	\$27.24	\$32.04
A	PGRD_60	PRC Booking & Support Clerk	\$26.19	\$30.81	\$27.24	\$32.04
A	PGRD_60	Telecommunications Support Assistant	\$26.19	\$30.81	\$27.24	\$32.04
A	PGRD_190	Accounts Payable Clerk	\$27.74	\$32.64	\$28.85	\$33.95
A	PGRD_190	Administrative Support Clerk (Fire Rescue Service)	\$27.74	\$32.64	\$28.85	\$33.95
A	PGRD_190	Airport Administrative Coordinator	\$27.74	\$32.64	\$28.85	\$33.95
A	PGRD_190	Business Systems Support Clerk	\$27.74	\$32.64	\$28.85	\$33.95
A	PGRD_190	Buyer I	\$27.74	\$32.64	\$28.85	\$33.95
A	PGRD_190	Bylaw Services Administrator	\$27.74	\$32.64	\$28.85	\$33.95
A	PGRD_190	Cemetery Services Administrator	\$27.74	\$32.64	\$28.85	\$33.95
A	PGRD_190	Clerk V	\$27.74	\$32.64	\$28.85	\$33.95
A	PGRD_190	Corporate Records Support Clerk	\$27.74	\$32.64	\$28.85	\$33.95
A	PGRD_190	Marketing & Digital Media Administrator	\$27.74	\$32.64	\$28.85	\$33.95
A	PGRD_190	Operations Costing Clerk	\$27.74	\$32.64	\$28.85	\$33.95
A	PGRD_190	Permit & Licence Assistant I	\$27.74	\$32.64	\$28.85	\$33.95
A	PGRD_210	Collections Clerk II	\$28.08	\$32.98	\$29.20	\$34.30
A	PGRD_210	Survey Technician I	\$28.08	\$32.98	\$29.20	\$34.30
A	PGRD_240	Bylaw Screening Officer	\$28.43	\$33.48	\$29.57	\$34.82
A	PGRD_280	Business Licence Coordinator	\$29.83	\$35.07	\$31.02	\$36.47
A	PGRD_280	Bylaw Enforcement Officer I	\$29.83	\$35.07	\$31.02	\$36.47
A	PGRD_280	Permit & Licence Assistant II	\$29.83	\$35.07	\$31.02	\$36.47
A	PGRD_310	Fire Services Administrative Coordinator	\$30.18	\$35.50	\$31.39	\$36.92
A	PGRD_310	Fire Services Administrative Coordinator (Software)	\$30.18	\$35.50	\$31.39	\$36.92
A	PGRD_345	Accounting Clerk	\$31.13	\$36.62	\$32.38	\$38.08
A	PGRD_345	Payroll Assistant	\$31.13	\$36.62	\$32.38	\$38.08
A	PGRD_360	Buyer II	\$31.84	\$37.45	\$33.11	\$38.95
A	PGRD_360	Plan Reviewer I ¹	\$31.84	\$37.45	\$33.11	\$38.95
A	PGRD_390	Drafting Technician	\$32.83	\$38.61	\$34.14	\$40.15
A	PGRD_390	Works Inspector I	\$32.83	\$38.61	\$34.14	\$40.15
A	PGRD_450	Business Solutions Technologist (GIS)	\$33.94	\$39.93	\$35.30	\$41.53
A	PGRD_450	Communications & Web Technician	\$33.94	\$39.93	\$35.30	\$41.53
A	PGRD_450	GIS Technologist	\$33.94	\$39.93	\$35.30	\$41.53

SCHEDULE "A" CLASSIFICATION AND PAY RATES 2023 - 2024

Schedule	Pay Grade	Classification	4.50%		4.00%	
			01-Jan-23		01-Jan-24	
			Entry Rate	Job Rate	Entry Rate	Job Rate
A	PGRD_450	IT Support Technician	\$33.94	\$39.93	\$35.30	\$41.53
A	PGRD_450	Legal Assistant	\$33.94	\$39.93	\$35.30	\$41.53
A	PGRD_450	Survey Technician II	\$33.94	\$39.93	\$35.30	\$41.53
A	PGRD_460	Supply Services Supervisor	\$34.33	\$40.40	\$35.70	\$42.02
A	PGRD_470	Bylaw Enforcement Officer II	\$34.59	\$40.67	\$35.97	\$42.30
A	PGRD_470	Engineering Technician (Water)	\$34.59	\$40.67	\$35.97	\$42.30
A	PGRD_470	Graphic Design & Digital Coordinator	\$34.59	\$40.67	\$35.97	\$42.30
A	PGRD_470	Plan Reviewer II ²	\$34.59	\$40.67	\$35.97	\$42.30
A	PGRD_470	Social Media & Digital Coordinator	\$34.59	\$40.67	\$35.97	\$42.30
A	PGRD_470	Tax & Utility Billing Coordinator	\$34.59	\$40.67	\$35.97	\$42.30
A	PGRD_490	Emergency Advisor (Fire Rescue Service)	\$36.17	\$42.54	\$37.62	\$44.24
A	PGRD_500	Accountant	\$36.58	\$43.04	\$38.04	\$44.76
A	PGRD_500	Planning Technician	\$36.58	\$43.04	\$38.04	\$44.76
A	PGRD_471	Development Technologist I	\$37.07	\$43.60	\$38.55	\$45.34
A	PGRD_471	Engineering Technologist I (Waterworks)	\$37.07	\$43.60	\$38.55	\$45.34
A	PGRD_471	GIS Specialist	\$37.07	\$43.60	\$38.55	\$45.34
A	PGRD_471	Senior Drafting Technician	\$37.07	\$43.60	\$38.55	\$45.34
A	PGRD_471	Utilities Environment Technologist I	\$37.07	\$43.60	\$38.55	\$45.34
A	PGRD_520	Infrastructure Management Accountant	\$39.28	\$46.23	\$40.85	\$48.08
A	PGRD_480	Works Inspector	\$39.60	\$46.57	\$41.18	\$48.43
A	PGRD_540	Engineering Permits Coordinator	\$40.37	\$47.48	\$41.98	\$49.38
A	PGRD_550	Network Systems Analyst	\$40.60	\$47.77	\$42.22	\$49.68
A	PGRD_551	Building Inspector I	\$40.83	\$48.04	\$42.46	\$49.96
A	PGRD_551	Plumbing Inspector I	\$40.83	\$48.04	\$42.46	\$49.96
A	PGRD_560	Asset Management Technologist	\$41.07	\$48.29	\$42.71	\$50.22
A	PGRD_560	Assistant Planner	\$41.07	\$48.29	\$42.71	\$50.22
A	PGRD_560	Buyer III	\$41.07	\$48.29	\$42.71	\$50.22
A	PGRD_560	Cart Coordinator	\$41.07	\$48.29	\$42.71	\$50.22
A	PGRD_560	Development Technologist II	\$41.07	\$48.29	\$42.71	\$50.22
A	PGRD_560	Engineering Technologist II	\$41.07	\$48.29	\$42.71	\$50.22
A	PGRD_560	Engineering Technologist II (Utilities Storm Water)	\$41.07	\$48.29	\$42.71	\$50.22
A	PGRD_560	Engineering Technologist II (Water Supply)	\$41.07	\$48.29	\$42.71	\$50.22
A	PGRD_560	Payroll Supervisor	\$41.07	\$48.29	\$42.71	\$50.22
A	PGRD_560	SCADA Automation Technologist	\$41.07	\$48.29	\$42.71	\$50.22
A	PGRD_560	Utilities Environment Technologist II	\$41.07	\$48.29	\$42.71	\$50.22
A	PGRD_530	Applications Analyst	\$42.41	\$49.87	\$44.11	\$51.86
A	PGRD_530	Business Solutions Analyst (GIS)	\$42.41	\$49.87	\$44.11	\$51.86
A	PGRD_530	Infrastructure Security Analyst	\$42.41	\$49.87	\$44.11	\$51.86
A	PGRD_70	Development Technologist III	\$42.80	\$50.39	\$44.51	\$52.41
A	PGRD_70	Internal Controls & Special Projects Accountant	\$42.80	\$50.39	\$44.51	\$52.41
A	PGRD_70	Senior Business Licence Inspector	\$42.80	\$50.39	\$44.51	\$52.41
A	PGRD_71	Building Inspector II	\$43.30	\$50.91	\$45.03	\$52.95
A	PGRD_71	Plumbing Inspector II	\$43.30	\$50.91	\$45.03	\$52.95
A	PGRD_570	Environmental Coordinator	\$44.57	\$52.43	\$46.35	\$54.53
A	PGRD_571	Building Official III	\$45.06	\$53.03	\$46.86	\$55.15
A	PGRD_580	Park Planner & Designer	\$45.29	\$53.25	\$47.10	\$55.38
A	PGRD_580	Planner	\$45.29	\$53.25	\$47.10	\$55.38
A	PGRD_580	Senior Community Energy Lead	\$45.29	\$53.25	\$47.10	\$55.38
A	PGRD_580	Solid Waste & Environmental Coordinator	\$45.29	\$53.25	\$47.10	\$55.38
A	PGRD_580	Water Quality & Resources Coordinator	\$45.29	\$53.25	\$47.10	\$55.38

SCHEDULE "A" CLASSIFICATION AND PAY RATES 2023 - 2024						
Schedule	Pay Grade	Classification	4.50%		4.00%	
			01-Jan-23		01-Jan-24	
			Entry Rate	Job Rate	Entry Rate	Job Rate
A	PGRD_620	GIS Systems Administrator	\$46.68	\$54.91	\$48.55	\$57.11
A	PGRD_640	Business Solutions Coordinator (GIS)	\$48.12	\$56.59	\$50.04	\$58.85
A	PGRD_640	Business Solutions Coordinator (IT Applications)	\$48.12	\$56.59	\$50.04	\$58.85
A	PGRD_640	Database Administrator	\$48.12	\$56.59	\$50.04	\$58.85
A	PGRD_640	Planner (Social Planning)	\$48.12	\$56.59	\$50.04	\$58.85

NOTES

1: Effective **03/16/2023** Plan Reviewer I was reclassified into Paygrade 471:

A	PGRD_471	Plan Reviewer I	\$37.07	\$43.60	\$38.55	\$45.34
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2: Effective **03/16/2023** Plan Reviewer II was reclassified into Paygrade 560:

A	PGRD_560	Plan Reviewer II	\$41.07	\$48.29	\$42.71	\$50.22
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SCHEDULE "B" CLASSIFICATION AND PAY RATES 2023 - 2024

Schedule	Pay Grade	Classification	4.50%		4.00%	
			01-Jan-23		01-Jan-24	
			Entry Rate	Job Rate	Entry Rate	Job Rate
B	PGRD_11	Co-op Student - 1st Year	\$18.47		\$19.21	
B	PGRD_12	Co-op Student - 2nd Year	\$20.04		\$20.84	
B	PGRD_13	Co-op Student - 3rd Year	\$21.64		\$22.51	
B	PGRD_14	Co-op Student - 4th Year	\$23.53		\$24.47	
B	PGRD_80	Labourer	\$26.11	\$30.73	\$27.15	\$31.96
B	PGRD_80	Supply Services Support (Operations)	\$26.11	\$30.73	\$27.15	\$31.96
B	PGRD_80	Trades Helper (Automotive Shop)	\$26.11	\$30.73	\$27.15	\$31.96
B	PGRD_140	Sign Shop Service Worker	\$26.75	\$31.49	\$27.82	\$32.75
B	PGRD_140	Utility Person (DDI)	\$26.75	\$31.49	\$27.82	\$32.75
B	PGRD_140	Utility Person (Roads)	\$26.75	\$31.49	\$27.82	\$32.75
B	PGRD_180	Truck Driver IV	\$27.40	\$32.23	\$28.50	\$33.52
B	PGRD_180	Truck Driver IV (Tandem Axle Dump Truck)	\$27.40	\$32.23	\$28.50	\$33.52
B	PGRD_141	Utility Person (Water)	\$27.70	\$32.60	\$28.81	\$33.90
B	PGRD_142	Utility Person (Sewers)	\$28.54	\$33.58	\$29.68	\$34.92
B	PGRD_260	Equipment Operator IV (Flail Mower)	\$28.59	\$33.59	\$29.73	\$34.93
B	PGRD_260	Equipment Operator IV (Loader)	\$28.59	\$33.59	\$29.73	\$34.93
B	PGRD_260	Equipment Operator IV (Multi Use Truck)	\$28.59	\$33.59	\$29.73	\$34.93
B	PGRD_260	Equipment Operator IV (Street Sweeper)	\$28.59	\$33.59	\$29.73	\$34.93
B	PGRD_260	Truck Driver V (Collections)	\$28.59	\$33.59	\$29.73	\$34.93
B	PGRD_204	Wastewater Treatment Plant Operator I	\$28.87	\$33.98	\$30.02	\$35.34
B	PGRD_270	Equipment Operator V (Backhoe)	\$29.83	\$35.07	\$31.02	\$36.47
B	PGRD_270	Equipment Operator V (Flush Truck)	\$29.83	\$35.07	\$31.02	\$36.47
B	PGRD_270	Equipment Operator V (Skid Steer Loader)	\$29.83	\$35.07	\$31.02	\$36.47
B	PGRD_300	Truck Driver VI (Crane Truck)	\$29.90	\$35.13	\$31.10	\$36.54
B	PGRD_320	Asphalt Leadhand	\$29.98	\$35.29	\$31.18	\$36.70
B	PGRD_320	Equipment Operator VI	\$29.98	\$35.29	\$31.18	\$36.70
B	PGRD_320	Parts Person	\$29.98	\$35.29	\$31.18	\$36.70
B	PGRD_320	Service Advisor (Fleet Services)	\$29.98	\$35.29	\$31.18	\$36.70
B	PGRD_320	Trades I (DDI)	\$29.98	\$35.29	\$31.18	\$36.70
B	PGRD_320	Trades I (Electrician)	\$29.98	\$35.29	\$31.18	\$36.70
B	PGRD_320	Trades I (HVAC Maintenance)	\$29.98	\$35.29	\$31.18	\$36.70
B	PGRD_320	Trades I (Painter -Sign Shop)	\$29.98	\$35.29	\$31.18	\$36.70
B	PGRD_320	Trades I (Roads)	\$29.98	\$35.29	\$31.18	\$36.70
B	PGRD_320	Trades I (Technician -Small Equipment)	\$29.98	\$35.29	\$31.18	\$36.70
B	PGRD_211	Source Control Monitoring Technician	\$31.72	\$37.30	\$32.99	\$38.79
B	PGRD_211	Wastewater Treatment Plant Operator II	\$31.72	\$37.30	\$32.99	\$38.79
B	PGRD_370	Works Supervisor I (DDI)	\$32.06	\$37.73	\$33.34	\$39.24
B	PGRD_370	Works Supervisor I (Roads Maintenance)	\$32.06	\$37.73	\$33.34	\$39.24
B	PGRD_370	Works Supervisor I (Sign Shop)	\$32.06	\$37.73	\$33.34	\$39.24
B	PGRD_370	Works Supervisor I (Solid Waste Collections)	\$32.06	\$37.73	\$33.34	\$39.24
B	PGRD_400	Trades II (Carpenter)	\$32.93	\$38.73	\$34.25	\$40.28
B	PGRD_206	Laboratory Technician	\$33.34	\$39.20	\$34.67	\$40.77
B	PGRD_206	Wastewater Treatment Plant Operator III	\$33.34	\$39.20	\$34.67	\$40.77
B	PGRD_402	Trades II (HVAC Technician)	\$33.41	\$39.28	\$34.75	\$40.85
B	PGRD_304	Water Operator (Distribution)	\$33.42	\$39.29	\$34.76	\$40.86
B	PGRD_304	Water Operator (Supply)	\$33.42	\$39.29	\$34.76	\$40.86
B	PGRD_312	Wastewater Operator (Collection)	\$34.40	\$40.47	\$35.78	\$42.09
B	PGRD_401	Trades II (Electrician)	\$34.83	\$40.98	\$36.22	\$42.62
B	PGRD_401	Trades II (Technician)	\$34.83	\$40.98	\$36.22	\$42.62
B	PGRD_440	Building Maintenance Supervisor	\$35.58	\$41.89	\$37.00	\$43.57

SCHEDULE "B" CLASSIFICATION AND PAY RATES 2023 - 2024						
Schedule	Pay Grade	Classification	4.50%		4.00%	
			01-Jan-23		01-Jan-24	
			Entry Rate	Job Rate	Entry Rate	Job Rate
B	PGRD_440	HVAC Maintenance Supervisor	\$35.58	\$41.89	\$37.00	\$43.57
B	PGRD_490	Trades II (Fire Technician)	\$36.17	\$42.54	\$37.62	\$44.24
B	PGRD_405	Water Operator II (Supply)	\$36.30	\$42.72	\$37.75	\$44.43
B	PGRD_431	Civic Building Project Coordinator	\$36.83	\$43.34	\$38.30	\$45.07
B	PGRD_431	Electrician Leadhand	\$36.83	\$43.34	\$38.30	\$45.07
B	PGRD_431	Fleet Project Coordinator	\$36.83	\$43.34	\$38.30	\$45.07
B	PGRD_307	Fleet Leadhand (Automotive)	\$37.29	\$43.82	\$38.78	\$45.57
B	PGRD_307	Fleet Leadhand (Heavy Duty)	\$37.29	\$43.82	\$38.78	\$45.57
B	PGRD_307	Millwright	\$37.29	\$43.82	\$38.78	\$45.57
B	PGRD_307	Trades II (Electrician -JAMES Plant)	\$37.29	\$43.82	\$38.78	\$45.57
B	PGRD_510	Fleet Leadhand (Fire)	\$37.90	\$44.58	\$39.42	\$46.36
B	PGRD_525	Fleet Maintenance Coordinator	\$38.54	\$45.33	\$40.08	\$47.14
B	PGRD_209	Works Supervisor II (Water Distribution)	\$39.06	\$45.95	\$40.62	\$47.79
B	PGRD_209	Works Supervisor II (Water Supply)	\$39.06	\$45.95	\$40.62	\$47.79
B	PGRD_213	Works Supervisor II (Wastewater Collection)	\$40.23	\$47.33	\$41.84	\$49.22
B	PGRD_214	Electrician Utilities Leadhand	\$40.82	\$48.02	\$42.45	\$49.94
B	PGRD_214	Millwright Utilities Leadhand	\$40.82	\$48.02	\$42.45	\$49.94
B	PGRD_214	Works Supervisor II (JAMES Plant)	\$40.82	\$48.02	\$42.45	\$49.94

Note to Schedule "B"

- Truck Driver IV - Single Axle Trucks and Tandem Trucks
- Truck Driver V - Garbage Truck
- Equipment Operator No. II - *Small Tractor, Ingersol Rand Vibrator Packer
- Equipment Operator No. IV - Street Sweeper, Roadside Flail Mower, Rubber-tired Loader, Multi Use Truck
- Equipment Operator No. V - Skidsteer Backhoe, Flush truck
- Equipment Operator No. VI - Grader, Gradall, Flush Truck, Excavator

** DOES NOT INCLUDE RIDE ON MOWERS*

SCHEDULE "C" CLASSIFICATION AND PAY RATES 2023 - 2024

Schedule	Pay Grade	Classification	4.50%		4.00%	
			01-Jan-23		01-Jan-24	
			Entry Rate	Job Rate	Entry Rate	Job Rate
C	PGRD_1	Facility Attendant	\$16.46	\$19.31	\$17.12	\$20.08
C	PGRD_11	Co-op Student - 1st Year	\$18.47		\$19.21	
C	PGRD_12	Co-op Student - 2nd Year	\$20.04		\$20.84	
C	PGRD_13	Co-op Student - 3rd Year	\$21.64		\$22.51	
C	PGRD_2	Parks Labourer	\$23.29		\$24.22	
C	PGRD_14	Co-op Student - 4th Year	\$23.53		\$24.47	
C	PGRD_10	Guard Instructor ¹	\$21.33	\$25.09		
C	PGRD_40	Customer Service Representative	\$24.79	\$29.16	\$25.78	\$30.33
C	PGRD_40	Environmental Program Ambassador	\$24.79	\$29.16	\$25.78	\$30.33
C	PGRD_50	Deck Supervisor	\$25.80	\$30.36	\$26.83	\$31.57
C	PGRD_80	Park Attendant	\$26.11	\$30.73	\$27.15	\$31.96
C	PGRD_90	Facility Maintenance Technician I	\$26.14	\$30.75	\$27.19	\$31.98
C	PGRD_60	Environmental Outreach Assistant	\$26.19	\$30.81	\$27.24	\$32.04
C	PGRD_91	Recreation Supervisor (Arenas)	\$27.62	\$32.48	\$28.72	\$33.78
C	PGRD_190	Facility Administrative Coordinator	\$27.74	\$32.64	\$28.85	\$33.95
C	PGRD_320	Aquatic Leader	\$29.98	\$35.29	\$31.18	\$36.70
C	PGRD_320	Arboriculture Technician	\$29.98	\$35.29	\$31.18	\$36.70
C	PGRD_320	Trades I (Cemetery Maintenance) ²	\$29.98	\$35.29	\$31.18	\$36.70
C	PGRD_320	Facility Maintenance Technician II	\$29.98	\$35.29	\$31.18	\$36.70
C	PGRD_320	Landscape & Horticulture Technician	\$29.98	\$35.29	\$31.18	\$36.70
C	PGRD_320	Natural Areas & Trails Technician	\$29.98	\$35.29	\$31.18	\$36.70
C	PGRD_320	Parks Building & Structures Technician	\$29.98	\$35.29	\$31.18	\$36.70
C	PGRD_320	Sports Field, Turf & Irrigation Technician	\$29.98	\$35.29	\$31.18	\$36.70
C	PGRD_340	Fitness Programmer	\$30.86	\$36.28	\$32.09	\$37.73
C	PGRD_340	Recreation Programmer	\$30.86	\$36.28	\$32.09	\$37.73
C	PGRD_370	Parks Technician II (Regional Parks)	\$32.06	\$37.73	\$33.34	\$39.24
C	PGRD_370	Urban Forestry Technician II	\$32.06	\$37.73	\$33.34	\$39.24
C	PGRD_370	Works Supervisor I (Parks)	\$32.06	\$37.73	\$33.34	\$39.24
C	PGRD_400	Recreation Maintenance Supervisor	\$32.93	\$38.73	\$34.25	\$40.28
C	PGRD_515	Planning & Partnership Coordinator	\$33.42	\$39.29	\$34.76	\$40.86
C	PGRD_515	Recreation Coordinator	\$33.42	\$39.29	\$34.76	\$40.86
C	PGRD_515	Volunteer Coordinator	\$33.42	\$39.29	\$34.76	\$40.86
C	PGRD_470	Community & Special Events Coordinator	\$34.59	\$40.67	\$35.97	\$42.30
C	PGRD_470	Culture Coordinator	\$34.59	\$40.67	\$35.97	\$42.30
C	PGRD_470	Landscape & Horticulture Coordinator	\$34.59	\$40.67	\$35.97	\$42.30
C	PGRD_470	Parks Maintenance Coordinator	\$34.59	\$40.67	\$35.97	\$42.30
C	PGRD_470	Sports Field, Turf & Irrigation Coordinator	\$34.59	\$40.67	\$35.97	\$42.30
C	PGRD_440	Arboriculture Coordinator	\$35.58	\$41.89	\$37.00	\$43.57
C	PGRD_440	Natural Areas & Trails Coordinator	\$35.58	\$41.89	\$37.00	\$43.57
C	PGRD_525	Urban Forester	\$38.54	\$45.33	\$40.08	\$47.14
C	PGRD_530	Recreation Maintenance Coordinator	\$42.41	\$49.87	\$44.11	\$51.86
C	PGRD_580	Senior Marketing Specialist	\$45.29	\$53.25	\$47.10	\$55.38

NOTES

1: Effective 02/25/2023 PGRD_10 was increased to align with market:

C	PGRD_10	Guard Instructor	\$23.69	\$27.87	\$24.64	\$28.98
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2: Effective **01/18/2023** Trades I (Cemetery Maintenance) was reclassified:

C	PGRD_470	Cemeteries Coordinator	\$34.59	\$40.67	\$35.97	\$42.30
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SCHEDULE "D" CLASSIFICATION AND PAY RATES 2023 - 2024						
Schedule	Pay Grade	Classification	4.50%		4.00%	
			01-Jan-23		01-Jan-24	
			Entry Rate	Job Rate	Entry Rate	Job Rate
D	PGRD_11	Co-op Student - 1st Year	\$18.47		\$19.21	
D	PGRD_12	Co-op Student - 2nd Year	\$20.04		\$20.84	
D	PGRD_13	Co-op Student - 3rd Year	\$21.64		\$22.51	
D	PGRD_14	Co-op Student - 4th Year	\$23.53		\$24.47	
D	PGRD_400	Airport Operations Specialist	\$32.93	\$38.73	\$34.25	\$40.28
D	PGRD_471	Airport Technician (Electrician)	\$37.07	\$43.60	\$38.55	\$45.34
D	PGRD_471	Airport Technician (Engineering)	\$37.07	\$43.60	\$38.55	\$45.34
D	PGRD_471	Airport Technician (Mechanic)	\$37.07	\$43.60	\$38.55	\$45.34
D	PGRD_471	Airport Technician (Operations)	\$37.07	\$43.60	\$38.55	\$45.34
D	PGRD_600	Duty Officer	\$38.31	\$45.07	\$39.84	\$46.87

Letter of Understanding No. 1- Deleted

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Letter of Understanding No. 2

Statutory Holidays - Specified Schedule “C” Employees

Regular Full-Time Exhibition Park Employees, Maintenance Supervisors (Parks and Recreation) and Aquatic Leaders, whose standard work week consists of five (5) consecutive working days, and where the Statutory Holiday falls on an Employee’s regularly scheduled day of work, may opt to work the Statutory Holiday and take another day off in lieu which may be taken in conjunction with their normal two (2) days of rest. The provisions of Article No. 20.01(b) of the Collective Agreement shall not apply in this case.

Letter of Understanding No. 3- Deleted

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Letter of Understanding No. 4

Hours of Work - Facility Maintenance Technician Employees

The Parties agree that, pursuant to Article No. 17.06(a), Facility Maintenance Worker Employees shall work an average of forty (40) hours per week, at the Employee's regular rate of pay, during each work schedule cycle.

Letter of Understanding No. 5

Part-Time and Auxiliary Customer Service Representatives, Guard/Instructors, and Facility Attendants

A. General Provisions

1. This Letter of Understanding (“LOU”) applies to Part-Time and Auxiliary Customer Service Representatives (“CSR”), Guard/Instructors (“Lifeguard”), and Facility Attendants (“FA”) employed by the Employer in Recreation Services.
2. The terms and conditions of the Collective Agreement between the Parties will be applicable to the Part-Time and Auxiliary CSRs, Guard/Instructors, and FAs covered by the LOU. However, in the event of a conflict or inconsistency between the provisions contained in this LOU and those in the remainder of the Collective Agreement, the Parties agree that the provisions in this LOU will prevail.

B. Maintenance of Part-Time Positions

3. Effective the signing date of this Letter of Understanding, the Employer agrees to maintain the following number of part-time positions subject to operational requirements:

<u>Classification</u>	<u>Number of Part-Time Positions</u>
CSRs	9
Guard/Instructors	10
FAs	4

C. Shift Schedules for Part-Time and Auxiliary Employees – General Principles

4. Subject to paragraph 5, the Employer will determine the number of work hours in a scheduled shift and the number of shifts in a scheduled block during the work week for Employees in the CSR, Guard/Instructor, and FA classifications based upon the efficient operation at each of its facilities.
5. The following parameters will apply to the scheduling of shifts and blocks pursuant to Sections D, E, F and G of this LOU by the Employer for Employees under paragraph 4:
 - (i) No more than five (5) shifts shall be included in a scheduled block during the work week;
 - (ii) A shift shall have a maximum of eight (8) working hours;
 - (iii) A shift for Part-Time Employees pursuant to Section D or E of this LOU shall have a minimum of four (4) working hours;

- (iv) An additional shift can have a minimum of two (2) working hours;
- (v) A scheduled block during the work week for Part-Time Employees under Section D or E of this LOU shall have a minimum of sixteen (16) working hours.

D. Shift Schedules for Part-Time and Auxiliary Employees

- 6. The Employer will provide ten (10) calendar days' advance notice of the shift selection process occurring.
- 7. The Employer will post the scheduled part-time blocks and additional shifts thirty (30) days prior to a shift schedule change.
- 8. Schedules will be offered to eligible Employees through RecStaff, or an alternative method of shift selection.
- 9. The Employer will ensure Employees have access to RecStaff, or an alternative method of shift selection.
- 10. Part-Time Employees included in this LOU will have seven (7) calendar days from the date the scheduled part-time blocks of shifts are posted to indicate their shift preferences in writing in priority order.
- 11. Part-time shift schedules will be assigned in seniority order.
- 12. Part-Time Employees will be provided with confirmation of their assigned shift schedule within seventy-two (72) hours of the close of the shift selection process.
- 13. Part-Time Employees, who are not assigned a part-time block within their classification, will be entitled to elect in writing one of the following options:
 - (i) to be assigned a remaining unassigned part-time shift schedule block within their classification, in order of seniority among the Part-Time Employees in their classification who elect this option; or
 - (ii) to resign from their Part-Time Employee status and to convert to Auxiliary Employee status within the same classification; or
 - (iii) to resign from their employment with the Employer.

A Part-Time Employee covered by this provision, who does not provide their written election to their immediate non-bargaining unit manager (or designate) within seventy-two (72) hours of the Employer assigning the scheduled part-time blocks under paragraph 12, shall be deemed to have elected option (ii).

- 14. Any unassigned part-time shift blocks within a classification, remaining after the shift selection process has concluded, will be posted and filled as a part-time position pursuant to

the provisions in Article No. 15 of the Collective Agreement.

E. Scheduling of Additional Shifts for All Part-Time and Auxiliary Employees

15. Shift selection for additional shifts will occur as follows:

- (i) Twenty-four (24) hours following the completion of the process in paragraph 13, the assignment of the part-time blocks, shift selection for additional shifts will occur.
- (ii) Additional shifts will be selected by Part-Time Employees in seniority order.

Any further additional shifts will then be selected by Auxiliary Employees in seniority order. Part-Time and Auxiliary Employees will be provided with confirmation of their assigned additional shift schedule within twenty-four (24) hours of the additional shift selection process closing.

F. Changes to Scheduled Blocks of Shifts

16. Any scheduled blocks of Part-Time Employee shifts and/or additional shifts assigned by the Employer under Section D or E of this LOU will be subject to modification by the Employer in order to accommodate its operational needs, including modifications arising from:

- (i) statutory holiday operational hours; or
- (ii) the occurrence of an emergency situation; or
- (iii) events, programs and/or hours of operation which are added, curtailed or cancelled.

17. Subject to paragraph 19, the reduction of scheduled hours, arising from a modification of any scheduled block of shifts pursuant to paragraph 16, will be borne by the Employee(s) who were scheduled to work the affected shift(s).

18. The lay-off and bumping provisions in Article No. 16 of the Collective Agreement will not apply to Part-Time Employees who have their scheduled hours of work reduced pursuant to paragraph 16.

19. The following provisions will apply to Part-Time Employees who, as a result of the application of sub-section (iii) of paragraph 16, have their weekly hours of work in a scheduled block of shifts under Section D or E reduced by twenty percent (20%) or more for the remainder of the period of the scheduled blocks of shifts (hereafter referred to as “the twenty percent (20%) reduction”):

- (i) The affected Part-Time Employee may choose to displace an Auxiliary Employee in the same classification who is working additional hours of work under Section E of the LOU,

- (ii) Any new available hours of work under Section G will first be offered to those Part-Time Employees in the applicable classification, on the basis of their seniority, who were affected by the twenty percent (20%) reduction.
- (iii) The affected Part-Time Employees will be entitled to access the available hours of work pursuant to the provisions of sub-paragraphs (i) and/or (ii) above only;
 - 1. for the remainder of the period of the Employee's scheduled block of shifts under Section D or E; and
 - 2. up to the amount of the Employee's weekly hours of work in the scheduled block of shifts under Section D or E prior to the twenty percent (20%) reduction.

G. Filling of Available Hours of Work

- 20. The provisions in Section G of the LOU will apply to the filling of available hours of work that are not covered by a Part-Time or Auxiliary Employee under Sections D or E of this LOU.
- 21. The "available hours of work" contemplated by the provisions in this Section include:
 - (i) relief or replacement of a Part-Time or Auxiliary Employee who is assigned a scheduled block of shifts under Sections D or E;
 - (ii) any unassigned part-time block of shifts until the position can be posted and filled as per paragraph 14 above.
 - (iii) additional hours of work not initially included in the posted scheduled blocks of Part-Time Employee shifts and/or additional shifts under Sections D and E.
- 22. The Employer will determine the number of available hours of work.
- 23. The Employer will offer the available hours of work under paragraph 22 to the Part-Time and Auxiliary Employees in the applicable classification, in order of their seniority, subject to the following parameters:
 - (i) Part-Time Employees will have first selection of available hours in order of seniority.
 - (ii) A Part-Time or Auxiliary Employee will not be offered the available hours of work if the combined scheduled straight-time hours worked by the Employee and the available hours of work to be offered by the Employer would exceed eight (8) hours in a day, or forty (40) hours in a work week; and
 - (iii) Part-Time or Auxiliary Employees, who are scheduled to work less than forty (40) working hours during five (5) days in the work week, may choose to work available hours of work offered by the Employer which would result in the Employee working on a sixth (6th) day in the work week, provided that the combined scheduled straight-

time hours worked by the Employee, and the available hours of work to be offered by the Employer, do not exceed forty (40) working hours during the six (6) days in the work week.

- (iv) In the event the Employer becomes aware that it will require additional hours of work at a facility on that same day, the Employer will first offer to extend the Part-Time or Auxiliary Employee(s) in the required classification, who are working at the applicable facility in order of seniority, subject to sub-paragraphs (i),(ii), and (iii) above.

H. Scheduling of Vacation by Part-Time and Auxiliary Guard/Instructors involved with Lesson Sets

- 24. In addition to the “Vacation Schedule” provisions set out in Article No. 21.03 of the Collective Agreement, a Part-Time or Auxiliary Guard/Instructor involved in lesson sets, shall provide at least one (1) month written notice to their immediate non-bargaining unit manager (or designate) prior to the commencement of their vacation leave, subject to the agreement of the immediate non-bargaining unit manager (or designate) to a shorter period of written notice.

I. Resignation by a Part-Time Employee from their Scheduled Block of Shifts

- 25. A Part-Time Employee, who is assigned a scheduled block of shifts pursuant to Section D or E of this LOU and subsequently no longer able to work the remainder of the scheduled block of shifts, shall be entitled to elect, in writing, one of the following options:

- (i) to resign from their Part-Time Employee status and to convert to being an Auxiliary Employee within the same classification; or
- (ii) to resign from their employment with the Employer.

- 26. The part-time block that was selected by this Employee will be offered to the remaining Part-Time Employees in order of seniority. If the hours are not selected by a Part-Time Employee, the part-time block will be posted as per Article No. 15 of the Collective Agreement.

- 27. All additional hours that were assigned to the Employee will be removed and offered up as available hours by seniority as per G above.

If another Part-Time Employee selects the available block then the process will repeat until the vacant part-time position is posted as per Article No. 15 of the Collective Agreement.

- 28. Any Guard/Instructors involved in a lesson set who elect to select a vacant part-time block as per paragraph 26 will be required to complete the existing lesson set before assuming the part-time block.

J. Benefit Entitlement for Part-Time Employees

29. With respect to benefit entitlement for Part-Time Employees covered by this LOU, it is agreed that the last two sentences in Article No. 6.02(b)(ii) of the Collective Agreement shall be replaced with the following:

Part-Time Employees whose hours of work in the previous twelve (12) months were consistently at least sixteen (16) straight-time hours per week, and are expected to continue to be at least sixteen (16) straight-time hours per week in the foreseeable future, shall have the option of the benefits contained in Article Nos. 20, 21, 22 and 26, or the appropriate percentage (%) in lieu. All other Part-Time Employees shall receive the appropriate percentage (%) in lieu of the benefits contained in Article Nos. 20, 21, 22 and 26.

K. Review by the Parties

30. The Parties agree to meet every twelve (12) months from the effective date of this Letter of Understanding to review the application and operation of the provisions included in this LOU.

Letter of Understanding No. 6

Organizational Charts

The City agrees to post on the bulletin boards for each Department the organizational line of excluded positions (which will indicate the title of the position and the name of the incumbent) which are applicable to the CUPE bargaining unit Employees within that particular Department, and to keep that posted information current. A copy of the initial and any updated posting will also be provided to the Union.

Letter of Understanding No. 7

Work at Home/Employee Parking/Job Sharing

(a) Work at Home

Employees shall not be directed by the Employer to work from their home except under unusual circumstances approved by the Parties.

Employees may work from home if approved by the Parties and the expectations are clearly outlined for the Employee.

(b) Employee Parking

The Parties agree that, during the term of the Collective Agreement, the Employer shall not require any Employee to pay for parking that is currently available to them at no cost.

(c) Job Sharing

The position to be job shared is maintained as a permanent full-time position. All job sharing arrangements must be covered by Letters of Understanding. Job sharing should be initiated only by the interested Employees. The members involved should first discuss this with the Union. Both the Employer and the Union must agree to the arrangements. Employee benefits during job sharing will be determined by pro-rating the benefits of the full-time position and will be as specified in a Letter of Understanding.

Letter of Understanding No. 8

Recreation In-Service Meetings

1. The Employer shall schedule In-Service meetings at least twice a year the first week of June and the first week of December. (Note – The In-Service meetings scheduled in the first week in June and in the first week of December will be offered twice during that week to provide an Employee, who is unavailable during either of the In-Service meetings scheduled for that week, the opportunity to attend the other In-Service meeting scheduled for that week.) The specific In-Service meeting dates will be posted by September 15 for the following calendar year as follows:
 - (a) In-Service meetings for the purpose of providing information and training are mandatory for all applicable Employees.
 - (b) Where Employees are unable to attend the In-Service meeting, referred to in (a) above, for a bona fide reason, as determined by the Employer, they must notify the Employer prior to the scheduled meeting date.
 - (c) A make-up session will be offered no sooner than ten (10) calendar days nor later than twenty-one (21) calendar days of the scheduled In-Service meeting date, unless otherwise mutually agreed to by the Parties.
2. Employees will be paid in accordance with the Collective Agreement for all time spent at In-Service meetings. An Employee missing a scheduled In-Service meeting and the corresponding make-up session, essential to the safety of customers or fellow Employees, will be ineligible to work until the Employee has received the essential training. Ineligible Employees may attend any additional training sessions which will be scheduled for new Employees, or Employees returning from an approved Leave of Absence.
3. Employees who miss two (2) In-Service meetings consecutively (i.e., either the June and December In-Service meetings or the December and June In-Service meetings) and the two (2) corresponding make-up meetings (total 4) will be immediately released from employment with the City unless they can prove their absence was for a bona fide reason, as determined by the Employer.

Letter of Understanding No. 9

After Hours Dispatch

This Letter of Understanding outlines the agreed upon hours of work for After Hours duties and compensation for performing After Hours Dispatch duties. The Parties recognize that new or unexpected scenarios may arise from time to time in the administration of this Letter of Understanding, and agree to work together to resolve any new or unexpected scenarios. Where it is not possible to resolve a dispute, it will be referred to Article No. 9 Grievance Procedure of the Collective Agreement.

Definitions:

After Hours Dispatch: Responds to calls from various sources, including first responders, members of the public, and automated SCADA alarms, then dispatches the required resources after the normal business hours of the City of Abbotsford Works Yard.

Operations Dispatch Personnel (ODP): A designated Employee, who meets the criteria agreed to by the Parties, who dispatches the required resources after the normal business hours of the City of Abbotsford Works Yard.

Normal Hours of Business:

For Schedule “A” and “B” Employees the normal hours of business are defined under Article Nos.17.02(b), 17.03 (b) and 17.05.

17.02 Schedule “A” Employees - Deleted

17.03 Schedule “B” Employees - Deleted

17.05 Work Day Adjustment- Deleted

After Hours/Duty Week:

For the purpose of this LOU, After Hours or an ODP Duty Week refers to:

- a) The ODP Duty Week begins on Friday at the end of the Employee's regularly scheduled shift and ends at the start of the first regularly scheduled shift the following Friday.
- b) Duty hours are any hours from Monday to Friday, after the hours of work set out in Article Nos. 17.02(c), 17.03(b), and 17.05.
- c) From either 3:30 p.m. or 4:30 p.m. on Friday, depending on the summer or winter hours of operation, until the first regularly scheduled shift following the weekend.
- d) Any Statutory Holiday that occurs during an ODP's Duty Week will be treated in the same manner as weekend coverage.

Selection of Operations Dispatch Personnel:

The Employer will determine the number of ODPs required to meet operational requirements. The Employer will post an Expression of Interest seeking applicants for After Hours dispatch duties. The normal City of Abbotsford job selection process will apply to the selection of Operations Dispatch Personnel.

Expressions of Interest:

A new "Expression of Interest" will be issued once every twenty-four (24) months or whenever there is an operational requirement deemed necessary by the Employer.

The expression of interest will first be offered to the Operations Employees. If the Employer is unsuccessful at filling the required number of positions during the expression of interest, they may offer the positions to other qualified City staff.

If a dispatcher resigns as an ODP, the rotation will be rescheduled, and that Employee will not be eligible to be scheduled as an ODP unless they are successful during the next expression of interest.

Compensation:

Effective March 16, 2021, selected Operations Dispatch Personnel (ODP) will receive a flat rate of eight hundred and twenty five dollars (\$825) per Duty Week for performing After Hours Dispatch duties.

The Parties agree that the ODP rate of pay will be increased consistent with any future general wage increases negotiated between the Parties, i.e., a two percent (2%) general wage increase will result in a two percent (2%) increase in the ODP rate of pay.

Any future increases to the ODP rate of pay will take effect on the same date as any future general wage increases.

Operations Dispatch Only:

When an ODP is scheduled for their Duty Week, they will not be eligible to be on Standby or to respond to any call outs, except in the case of an emergency.

In the case of an emergency where the ODP is unable to reach an employee, the ODP will contact the Departmental Manager of the affected area. If the ODP is unable to reach the Departmental Manager, the ODP will follow the Administration Manager List for escalation.

The responsible Manager may dispatch the ODP to address the incident, and assume the ODP duties.

Schedule and Payment:

The ODP schedule will rotate each week and the order of the scheduled will be determined by a random draw to start. The annual schedule will be maintained by the Employer. Should the ODP require a change in their schedule due to personal reasons, they will be responsible for arranging for coverage of their shift(s).

Any request for payment for the full week should be submitted directly to the Administration Manager (or designate) on Friday.

Safety:

If an ODP receives ten (10) or more calls between 11:00 p.m. and 7:00 a.m. during the normal work week, or between 11:00 p.m. on Sunday and 7:00 a.m. on Monday, they will be entitled to an eight (8) hour rest break without loss of pay, from the time of the last call placed to address the incident. The Employee will be paid as if they were at work, but will not be required to attend work until eight (8) hours of rest have occurred.

Where the rest break takes the Employee past five and one-half (5.5) hours of a regularly scheduled work day, they will not be required to report to work and will receive pay for the entire day, as if they had attended their regularly scheduled shift.

Inclement Weather Dispatch Initiation:

The ODP on duty during inclement weather, i.e., snow and ice, or a windstorm event, will be responsible for the initial call outs for such event, after which the applicable snow, ice or windstorm dispatcher assumes responsibility for snow, ice or windstorm deployment. If the ODP is a Supervisor, they may report to work (based on their seniority) and assume dispatcher duties at their regular shift rate standard, or overtime rates depending on the day and time. The Employee will continue to receive the ODP pay as if they were on duty.

Letter of Understanding No. 10

Bylaw Enforcement Officers

Notwithstanding other provisions of the Collective Agreement, it is understood that Bylaw Services is a seven (7) day per week operation.

The Parties agree that the regular positions of Full-Time Bylaw Enforcement Officer I (BEO I) and Bylaw Enforcement Officer II (BEO II) will be posted as Schedule "A" Shift Work, and all the provisions of the Collective Agreement surrounding Schedule "A" will apply with the following exceptions:

Article No.17.02 (a) will be amended to read:

- (a) The regular hours of work for the BEO I and BEO II positions shall be ten (10) consecutive hours per day, not including a scheduled one (1) hour unpaid meal break, and including two paid fifteen (15) minute rest breaks for four (4) consecutive days per week, and forty (40) hours per week.

Bylaw Officers will be given seventy-two (72) hours of rest between shifts, and no more than four (4) consecutive ten (10) hour work days per week, except when a shift rotation occurs, by mutual agreement of the Parties.

The complement of all Bylaw Officers will be split into an "A Shift", a "B Shift", and a "C Shift":

- "A Shift" will work Monday to Thursday.
- "B Shift" will work Sunday to Wednesday.
- "C Shift" will work Wednesday to Saturday.

Management will determine the composition of the three shifts.

Bylaw Enforcement Officers will be invited to sign up by mutual agreement for A, B, or C shift, however, where mutual agreement cannot be reached, seniority will be the determining factor for shift selection.

Notwithstanding the foregoing, schedules may be varied by mutual agreement of the Parties to allow days of rest to be split during the week.

Article No. 17.02 (c) will be amended to read:

- (c) The standard work day for BEO I and BEO II positions will be from 7:00 a.m. to 8:00 p.m., subject to clause (a), or alternate work schedules as may be agreed between the Parties.

This language will apply as long as this Letter of Understanding remains in force.

Article No. 19.01(a) will not apply and will be replaced with the following:

“Except in emergencies, forty-eight (48) hours’ notice shall be given before change of a regular shift.”

Article Nos. 19.01(b) and (c) will not apply and will be replaced with the following:

“A shift differential of six percent (6%) of the Employee’s wage shall be paid to Employees for hours worked between 8:00 p.m. and 7:00 a.m.”

It is agreed that Schedule “A” Auxiliary Bylaw Enforcement Officers will be used for replacement purposes and will be bound by this LOU while providing relief.

Letter of Understanding No. 11

Snow and Ice Prevention and Removal Program – Alternate Snow and Ice

This Letter of Understanding (LOU) outlines the established rules and processes associated with Schedule “B” Employees involved in Snow and Ice events. The Parties recognize that new or unexpected scenarios will arise from time to time and will work together to resolve those matters. Where it is not possible to resolve a dispute it will be referred to Article No. 9 of the Collective Agreement.

This LOU applies to all staff while performing snow and ice prevention and removal under Operations Department direction.

Definitions

Snow or Ice Event: A weather event that requires the Employer to clear roadways of either snow or ice, or prevent the accumulation of snow or ice on the roadways through the application of de-icing materials or spreading of sand/salt mixtures (or alternate materials).

Maximum Hours Worked: In accordance with the Extended Work Hours Policy- 036.

Ramp Up

- I. For Snow or Ice Event occurring before 07:00 hours or after 15:30 hours on a regular workday or on regularly scheduled days off (Article No. 17.03 Schedule “B” Employees):
 - a. Required Employees will be called out and paid in accordance with LOU No. 12 Schedule “B” Call Outs - overtime.
- II. For Snow or Ice Event occurring after 07:00 hours or before 15:30 hours on a regular workday (Article No. 17.03 Schedule “B” Employees):
 - a. Management will determine the number of staff who will be required to continue their regular shift and the number of staff who will be required to come back for the evening shift. Where mutual agreement cannot be reached as to who will continue their shift, seniority will be the determining factor, and reverse seniority where there are no volunteers.
 - b. Where there are not enough staff to carry on as described in (a) above, and there are trucks available, staff will be canvassed in seniority order, including Sanitation staff, to continue their shift and move to Snow and Ice remediation vehicles.
- III. For Snow or Ice Event occurring after 15:30 hours and before 00:00 hours on a regular workday, Management will determine the number of Employees who will be sent home to establish a night shift. Once identified, the following will apply:

- a. Capable Employees at work are canvassed by seniority as to who would like to go home and come back for the night shift. Employees who go home will be paid for the remainder of the day on a without loss of pay basis, meaning they will receive their regular pay to the conclusion of their regular shift. Where agreement cannot be reached among the Employees, vacant shifts will be assigned in reverse seniority order of those capable of doing the work.
- b. Those reporting back will be paid at overtime rates in accordance with LOU No. 12.
- c. Employees that were sent home must have an eight (8) hour break from work before the start of the night shift. If the eight (8) hour break has not occurred, the Employees shall be paid overtime rates until they have eight (8) hours free from work.

Alternate Snow and Ice Schedule

- I. Once Snow and Ice activities have ramped up as described in this Letter of Understanding, there will be a day shift and a night shift as follows:
 - a. Employees engaged in Snow and Ice remediation will commence work as follows:
 - i. 16:00 hours - 04:00 hours the next day: overtime rates apply.

All hours worked will be entered on the day the shift started.
Example: if the shift started on Monday, all hours will be considered to have been worked on Monday and overtime rates will be paid in accordance with LOU No.12.
 - ii. 04:00 hours to 16:00 hours: overtime rates apply from 04:00 hours to 08:00 hours.
- II. Where the Snow or Ice Event continues beyond the regular work week (Article No. 17.03), night shift applies:
 - a. Employees assigned to the night shift will remain in place until the end of the current Snow and Ice event or when the Employee is not available to continue due to other commitments. When there is an available night shift, capable Employees will be called, in seniority order, to fill the night shift vacancy.
 - b. Qualified Snow and Ice prevention and Removal Operators, who were unable to participate in Snow and Ice Prevention and Removal, will be eligible for weekend day shifts and will be canvassed in seniority order. (For example: Truck Driver V – Sanitation who stay on their regular shift during the normal work week). Employees will be paid under the current overtime provisions of the Collective Agreement Article No. 18.02 (a).

Ramp Down

- I. Management will determine when a Snow or Ice Event is over, and Employees will return to their regular schedules. Ramp down will be as follows:
 - a. Where the Snow or Ice Event is cancelled between 16:00 hours and 00:00 hours, on-duty Employees will return to the Operations Yard and perform any decommissioning of snow clearing equipment and supplies so the vehicles will be ready for regular service the following day. Employees will then go home and report for their regular shift the following day after they have received an eight (8) hour break from work.
 - b. Where the Snow or Ice Event is cancelled between 00:00 hours and 04:00 hours, Employees will not be required to work the remainder of the shift, and will not be required to report until their regular start time the day following the cancellation of Snow and Ice activities. The Employee will be paid for the shift at regular rates.
 - c. Where the Snow or Ice Event has resulted in the Employee having worked more than five (5) night shifts in a row immediately preceding the cancellation of the Snow and Ice Schedule, they will not be required to report to work the following day, and will be given one (1) day of transition without loss of pay.

Order of Call Out

The order of call out for all equipment other than one-ton trucks and pickups shall be as follows:

1. EQ Operators group
2. All capable Roads staff
3. Sign Shop Staff
4. All other capable Employees who have signed the expression of interest
5. All other capable Employees

The order of call out for one-ton trucks and pickups shall be as follows:

1. All capable Roads staff
2. Sign Shop Staff
3. All other capable Employees who have signed the expression of interest
4. All other capable Employees

Letter of Understanding No. 12

Schedule “B” Call Out - Overtime

For Schedule “B” Call Outs, the following language will apply:

18.04 Overtime Call Out

- (a) The Employer agrees to compensate an Employee for a minimum of four (4) hours at overtime rates when they accept an overtime call out:
 - (i) on their regularly scheduled day off, or
 - (ii) after they have completed the hours of work as defined in Article No.18.01 (a).

The overtime rates begin when the Employee arrives at the workplace or the worksite.

- (b) Additional Call Outs - Where additional call outs occur in the same evening/morning or on weekends, the following will apply:
 - (i) Where an Employee has accepted and responded to a call out, and an additional call out comes in within two (2) hours of the original call, Operations Dispatch will contact the called out Employee to determine if they are able to respond to the new call, and if they are willing to respond to the call. If the call goes beyond four (4) hours the Employee will be paid for any time worked beyond four (4) hours at overtime rates.
 - (ii) Where an Employee has accepted and responded to a call out, and an additional call out comes in two (2) hours or more from the original call, the called out Employee will not be contacted or be required to respond to the call out. Operations Dispatch will start a new call out from the top of the respective call out list that applies to the call out.
 - (iii) Where Article No. 18.04(c)(ii) has been followed, and Operations Dispatch has been unable to reach another Employee to respond to the new call out, and the call out process has now reached the previously called out Employee previously called back, and they accept the call out, it will be considered a new call out, and the Employee will be entitled to compensation in accordance with Article No. 18.04(a).
- (c) Where an Employee is called out in (a) above, they will receive eight (8) hours of rest before reporting back to work on their regular schedule. The eight (8) hours of rest commences at the end of the call out task where the called out Employee uses their own personal vehicle to attend the call out, or where a City vehicle is used to attend the call out, when the called out Employee leaves the Operations Yard after returning the City vehicle. Where the Employee’s eight (8) hours of rest runs into their regularly scheduled workday, rest time that overlaps with their regular scheduled workday will be compensated on a without loss of pay basis until eight (8) hours of rest has occurred since they left the call out assignment:

- (i) Every effort will be made to not have an Employee work without eight (8) hours rest, except in the case of an emergency. Where an Employee does work their regular shift without an eight (8) hour rest, all time worked until the Employee leaves work will be paid at overtime rates.
- (ii) Article Nos. 18.04(d) and 18.04(d)(i)(a) above will not apply where an Employee is called out to work within four (4) hours of their regular start time. Overtime rates will be paid as defined in paragraph (a) of this LOU. The Employee has the following options:
 - a. Where the call out lasts less than four (4) hours, the Employee may return home, but is expected to report to work at their regular start time, or
 - b. Where the call out lasts less than four (4) hours, the Employee may where their Supervisor or Manager is available, mutually agree to allow the Employee to commence their shift early if there is work that can be done at that time.
 - (i) Where an Employee is allowed to start work early as in (b) above, their end of shift will be altered to reflect eight (8) hours from when they returned to the Operations Yard from the call out, and not the call out start time. (For example, the call out commences at 04:30 hours and lasts to 06:00 hours, and the Employee is able to start their shift with the required permissions of (b) above, their end of shift will be 14:30 hours, made up by eight (8) hours worked, half an hour (1/2) unpaid lunch break. They will be compensated four (4) hours for the call out at overtime rates and regular pay from when they start their shift early. Specifically 04:30 hours to 06:00 hours will be paid at four (4) hours at overtime rates, and 06:00 hours to 14:30 hours regular pay.)
- (d) Where work comes in within thirty (30) minutes before the end of a normal workday, and it is not a continuation of an existing project, the work will be offered to the posted senior capable Employee, as a continuation of their shift. Where there are no posted Employees who accept the work; the work will then be offered to the senior Employees capable of doing the work. Where there are no volunteers to do the work, reverse seniority will be used to assign the work.

Letter of Understanding No. 13

Joint Job Evaluation Program

Principals: The CUPE Local 774 Membership and the Abbotsford City Council.

In an effort to establish a mutually-agreeable Job Evaluation Program, the Employer and the Union agree to establish a Joint Committee consisting of not more than four (4) representatives of the Union and not more than four (4) representatives of the Employer to discuss the development and implementation of a new Job Evaluation Program.

The Committee shall report its findings and recommendations to their respective Principals by December 31, 2023, or such later date as mutually agreed. Where a recommendation is approved and ratified by the Principals of both Parties, such recommendations may be implemented during the term of the current Collective Agreement.

The review would confine itself to introduce new appendices to replace:

- A Job Evaluation Program – Terms of Reference
- B Job Evaluation Questionnaire
- C Rating Manual
- F Job Classification Ranking Matrix – Create new to reflect current positions
- H Appeal Process – Evaluation Phase
- I Maintenance Procedure Manual

Should it be decided by the Committee that there is a requirement for the assistance of an external consultant to support the process, the Employer will bear the responsibility of contracting with the external consultant, as well as all associated costs of the consultant.

Should the Committee decide it would be beneficial to suspend the re-evaluation of existing Job Classifications using the existing Job Evaluation Plan during this process, the Employer will accept this recommendation.

The Committee will meet during City Hall working hours.

Letter of Understanding No. 15

Paid Sick Leave Pursuant to the Employment Standards Act of B.C.

WHEREAS:

Section 49.1 of the *Employment Standards Act* of B.C. (the “ESA”) provides that an Employee, after ninety (90) consecutive days of employment with an Employer, is entitled in each calendar year to five (5) days paid leave for personal illness or injury (“paid sick leave”), and

The Parties have agreed to negotiate a Letter of Understanding (“LOU”) to specify how the paid sick leave provisions of the ESA will apply to the Employees covered by the Collective Agreement.

NOW THEREFORE the Parties have agreed to the following terms and conditions:

A. General

1. The provisions in this LOU shall be subject to Section 49.1 of the ESA, as may be amended from time to time. For greater clarity, the Parties agree that should the number of paid sick leave days in the ESA be increased or reduced, then all references in this LOU to the number of paid sick leave days shall be similarly increased or reduced.
2. In the event of a conflict or inconsistency between the provisions contained in this LOU and the provisions contained in the ESA, the provisions in the ESA shall prevail.
3. The Parties agree that this LOU shall cease to be applicable at the end of the term of the agreement, and/or in the event that the ESA is revised so as to remove the entitlement for Employees to receive any days of paid sick leave, whichever is sooner.

B. Regular Full-Time Employees and Regular Part-Time Employees who have opted for benefits:

4.
 - i) after completing ninety (90) consecutive days of employment with the Employer, shall be entitled to be paid their average day’s pay, as calculated pursuant to Section 49.1 of the ESA, for the first five (5) days of sick leave absence from their scheduled work for personal illness or injury in each calendar year; and
 - ii) who do not have sufficient accumulated sick leave credits, pursuant to Article No. 22.02 of the Collective Agreement, to cover the first five (5) days of paid sick leave, as referred to in sub-paragraph 4(i) above, shall be advanced by the Employer the amount of paid sick leave required to cover the first five (5) days of the Employee’s paid sick leave entitlement in the calendar year. Any paid sick leave so advanced shall be recovered by the Employer as the Employee earns additional sick leave credits pursuant to Article No. 22.02 of the Collective Agreement.

C. All Other Employees

5. All other Employees (not covered by Section B above), after completing ninety (90) consecutive days of employment with the Employer, shall be entitled to be paid their average day's pay, as calculated pursuant to Section 49.1 of the ESA, for the first five (5) days of sick leave absence from their scheduled work for personal illness or injury in each calendar year.
6. An Auxiliary Employee must be scheduled to work for the Employer on any day of absence which the Employee seeks to receive paid sick leave under paragraph 5 above.

CLERICAL POOL COMMITTEE

Terms of Reference

The Parties agree to engage in meaningful discussions regarding the establishment of a Clerical Pool to support the administrative operations of the City, including City Hall, the Works Yard, Fire Rescue Services, and other facilities.

To ensure the review is given appropriate attention, the Parties agree to the following process provisions:

- The Clerical Pool discussions will be removed from the Bargaining Table.
- Meeting dates and times will be established by the Parties to discuss this matter. The Parties agree that the first meeting will be held within thirty (30) days of the ratification of the new Collective Agreement.
- Each side of the Committee, Union and Employer, will have their own caucus room if required.
- The Committee will consist of at least three (3) members, but no more than four (4) members, from each side. The Parties agree that, from time to time, it may be necessary to invite guests to provide expert advice.
- The expectation is that all members of the Committee will attend the set meetings. Meetings will not be delayed by absences, except in extenuating circumstances.
- The Committee shall report its findings and recommendations to their respective Principals within twelve (12) months of the first meeting date of the Committee, unless a later date is mutually agreed to by the Parties. Where a recommendation is agreed to by the Principals of both Parties, such recommendation may be implemented during the term of the new Collective Agreement.

OPERATIONS LABOUR POOL COMMITTEE

Terms of Reference

The Parties agree to engage in meaningful discussions regarding the establishment of an Operations Labour Pool to support the various sections of the City's Operations Department, including Parks, Facilities, Roads and Utilities.

To ensure the review is given appropriate attention, the Parties agree to the following process provisions:

- The Operations Labour Pool discussions will be removed from the Bargaining Table.
- Meeting dates and times will be established by the Parties to discuss this matter. The Parties agree that the first meeting will be held within thirty (30) days of the ratification of the new Collective Agreement.
- Each side of the Committee, Union and Employer, will have their own caucus room if required.
- The Committee will consist of at least three (3) members, but no more than four (4) members, from each side. The Parties agree that, from time to time, it may be necessary to invite guests to provide expert advice.
- The expectation is that all members of the Committee will attend the set meetings. Meetings will not be delayed by absences, except in extenuating circumstances.
- The Committee shall report its findings and recommendations to their respective Principals within twelve (12) months of the first meeting date of the Committee, unless a later date is mutually agreed to by the Parties. Where a recommendation is agreed to by the Principals of both Parties, such recommendation may be implemented during the term of the new Collective Agreement.

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