

2012-2015

COLLECTIVE AGREEMENT

between the

CITY OF PORT MOODY

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825
(representing "Inside" employees)

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THIS AGREEMENT made and entered into

BETWEEN:

CITY OF PORT MOODY
(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825
(hereinafter called the "Union")

PARTY OF THE SECOND PART

ARTICLE 1 - PREAMBLE

WHEREAS it is the desire of both parties to the Agreement:

- (a) to maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.
- (b) to recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) to encourage efficiency in operation.
- (d) to promote the morale, well being and security of all the employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees to be drawn up in an Agreement.

NOW THEREFORE, the parties agree as follows:-

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall be for the period from and including 2012 January 1 to and including 2015 December 31, and from year to year thereafter subject to the right of either party to the Agreement at any time within four (4) months immediately preceding the last day of December in any year thereafter, by written notice, to require the other party of the Agreement 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 new Agreement.

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 (nor increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

- (1) The Union has given notice to strike (or until the Union goes on strike), or
- (2) The Employer has given notice of lock-out (or the Employer shall lock out its employees), or
- (3) The parties have concluded a renewal or revision of this Agreement, or entered into a new Collective Agreement.

whichever is the earliest.

ARTICLE 3 - UNION RECOGNITION AND DUES

Section 1: Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agency on behalf of all its employees, "in a unit composed of office, clerical, technical and staff employees in the City of Port Moody, including, but not limiting the generality of the foregoing, employees who function as coordinators, supervisors and superintendents, except policemen, firemen, dispatcher/guards, and construction, operational and maintenance employees of the Engineering and Parks and Recreation Department" (See Certification from L.R.B. dated May 22, 1974) and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting, or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

No employee shall be required or permitted to make any written or verbal agreement with the Employer or representatives of the Employer which may conflict with the terms of this Collective Agreement.

Section 2: Dues Check-Off

The Employer agrees to the check-off of all Union dues, fees and general assessments levied in accordance with the Constitution and/or By-laws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues and/or general assessments as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct

from the earnings of the employees such dues, fees and general assessments and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the fifteenth (15th) day of the following month.

Section 3: Orientation

Effective 2013 January 09, a representative of the Union will be invited to attend the new employee orientation and will be afforded up to thirty (30) minutes during new employee orientation to familiarize these new employees with the Union.

ARTICLE 4 - EMPLOYEE DEFINITIONS

A Regular Full-Time Employee is an employee who is employed on a full-time basis of 35 hours per week for an indefinite period of time.

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

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

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

An Auxiliary Employee is any other employee. (For terms and conditions of employment, see Schedule "C".)

ARTICLE 5 - PROBATION

- (a) All new Regular Full-Time and Temporary Full-Time Employees shall complete a probationary period of six (6) months of service.
- (b) Regular Part-Time Employees shall complete a probationary period of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similar classified position.
- (c) The Employer may extend the above probation period by up to three (3) additional months provided the Union is notified of the extension.

- (d) The definition of probation referred to in (a) and (b) above shall not include employees on probation during the first six (6) months of a promotion or transfer.

ARTICLE 6 - RATES OF PAY

Section 1: Schedule "A"

All employees shall be paid according to the salary class assigned to their position, as detailed in Schedule "A" attached to this Agreement.

Effective 2013 January 09:

Each Pay Level contains three (3) increments and employees may be granted an increment after twelve (12) months' employment, provided their Supervisor has filed a report with the Administrator indicating that the employee concerned has and is performing the duties of the position in a satisfactory manner, except that employees who have taken a Short Leave or Long Leave under the General Leave provision in Article 14, Section 5, shall have the date to their next increment extended by the length of their Short Leave or Long Leave. Each employee shall be entitled to read the Supervisor's report concerning such employee.

Section 2: New Employees or Employees Rehired

New employees or employees re-engaged shall be entitled to the standard rate of wage for the position for which they are engaged. If there is no classification and wage scale in Schedule "A" of this Agreement covering the position, such shall be negotiated between the Employer and the Union within one (1) month of commencement of employment. If Agreement is not reached, Article 17 shall be invoked.

Section 3: Derivation of Bi-Weekly and Monthly Rates

The hourly rates set forth in Schedule "A" shall be the basis for application of any general salary increases. The formula for converting the hourly rates to bi-weekly and monthly rates is as follows:

$$\begin{array}{l} \text{hourly} \\ \text{rate} \end{array} \times \begin{array}{l} \text{bi-weekly} \\ \text{hours} \end{array} = \begin{array}{l} \text{bi-weekly rate (taken} \\ \text{to 2 decimal places)} \end{array}$$

$$\frac{\text{bi-weekly rate} \times 26.089}{12} = \begin{array}{l} \text{monthly rate (taken to} \\ \text{the nearest dollar).} \end{array}$$

Section 4: Temporary Assignment

Employees temporarily assigned to a position, outside the scope of this Collective Agreement, shall be paid, from the first day in the temporary assigned position, ten percent (10%) above the assigned employee's regular classification rate. In each assignment, the employee shall be notified in writing in advance of the temporary assignment. Provided, however, that such temporary appointment exceeds three (3) continuous days.

On every occasion that an employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position which the employee normally holds, the employee shall be paid for every day that the employee carries out the duties of the senior position, at the minimum rate in the scale for such senior position, except where the salary received in the employee's own position is equal to, or exceeds, the minimum of the senior position in which case the employee shall receive the next higher rate in the pay range of the senior position. Appointments of employees to a level of higher responsibility must be authorized in writing by the Head of the Department.

Section 5: Less than Qualified Personnel

Persons who have less than the required qualifications for any position may be employed and assigned to such position provided, however, such person shall be paid at a rate of ten percent (10%) below the salary class for such position. It is further provided that the period of time that such ten percent (10%) reduction is paid shall not exceed the Probationary Period of such employee.

Section 6: Probationary Employees

Probationary employees may be paid at a rate ten percent (10%) below the salary class for their position.

ARTICLE 7 - HOURS OF WORK

Section 1: Hours of Work

- (a) All employees shall work seven (7) hours per day and thirty-five (35) hours per week, Monday to Friday inclusive, provided that the Storekeeper shall work eight (8) hours per day and forty (40) hours per week.
- (b) The hours of work for staff shall be seven (7) hours per day, Monday to Friday inclusive, between the hours of 8:00 a.m. and 5:00 p.m., or otherwise agreed upon mutually by both parties.
- (c) Where the Employer and the Union agree to flexible work arrangements, the following principles will apply:

Employees shall work a seventy (70) hour bi-weekly schedule, mutually agreed to by the employee and their immediate non-Union Supervisor at straight-time rates. Such work shall not exceed ten (10) hours in a day or five (5) days a week from Monday to Saturday (Sunday where indicated). Where there is no agreement, the non-Union Supervisor shall establish the work schedule within a 7 hour day.

Those classifications presently covered by this provision are:

Building Inspector
 Bylaw Officer (including Sunday)
 Committee Clerk
 Environment Technician
 House Technician I and II (including Sunday)
 Planner
 Planning Technologist
 Production Coordinator (including Sunday)
 Project Coordinator (including Sunday)
 Senior Building Inspector
 Technical Support Technician (including Sunday)
 Transportation Engineering Technologist (effective 2013 January 09)

- (d) Employees whose regular work week is other than Monday to Friday inclusive, shall receive overtime rates of pay as provided under Article 8.
- (e) Provision is hereby made for split shift work and variable hours of work for the incumbents of the following positions:

Programme Co-ordinator
 Library Employees
 Recreation Clerk
 Recreation Programmers
 Sports Co-ordinator

There will be a minimum of twelve (12) hours for the incumbents of the above positions between changes in their shifts. An employee called out during the twelve (12) hours shall be paid at the overtime rate for those hours worked within the twelve (12) hours, provided between shift changes. Except in emergency situations there shall be forty-eight (48) hours' notice of shift changes.

- (f) Employees working less than seven (7) hours per day shall be paid at straight time rates for all hours worked up to seven (7) hours per day respectively, then overtime rates as set out, shall prevail.
- (g) Informal Adjustment of Hours by Mutual Consent

A supervisor and an employee may, by mutual consent, agree to vary the employee's hours of work, for a period of no more than 30 working days, with Union approval required for any extension beyond 30 working days. The arrangement may continue for as long as both the Supervisor and the employee continue to consent except that either the Employer or the Union may cancel the arrangement on thirty (30) working days written notice. Such variation in the hours of work shall not establish a precedent. An employee shall not be eligible for additional

premiums where an employee initiates a change which would qualify the employee for additional premiums, e.g. shift premium.

(h) Notice of Shift Change

The Employer shall provide employees with a minimum of forty-eight (48) hours' notice of a temporary change in their daily hours or days of work, except in emergency situations.

The Employer shall provide employees with a minimum of four (4) weeks' notice of a permanent change in their daily hours or days of work.

Section 2: Shift Work

- (i) In recognition of the undesirable features of shift work, employees shall receive seventy-five cents (75¢) (effective 2013 January 09, eighty-five cents (85¢)) additional compensation for all hours worked on the evening shift and graveyard shift. Shift premium shall not apply to premium hours or time not worked such as overtime, callout, vacations, public holidays, sick leave, etc.
- (ii) Unsocial shifts shall be those hours worked between 5:00 P.M. and 8:00 A.M. excluding Parks and Recreation and Library employees.

Section 3: Rest Periods

All employees shall be permitted a rest period of ten (10) consecutive minutes, both in the first and the second half of the shift.

Section 4: Daily Guarantee

- (a) Subject to the provisions of subsection (c), an employee reporting for a scheduled shift on the call of the Employer, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two hours' pay at the regular hourly rate.
- (b) Subject to the provisions of subsection (c), an employee other than a school student on a school day who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four hours' pay at the regular hourly rate.
- (c) In any case where an employee (i) reports for a regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, the employee shall not be entitled to receive the minimum payments set forth in subsections (a) and (b).

ARTICLE 8 - OVERTIME AND CALLOUT

Section 1: Overtime – Regular Full-Time and Temporary Full-Time Employees

Overtime (to be defined in the case of Regular Full-Time and Temporary Full-Time Employees as (a) time worked immediately following an employee's regular shift; (b) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, time worked immediately preceding an employee's regular shift; or (c) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, time worked at any other time).

- (i) x 1½ for the first two (2) hours of overtime on any regular working day if worked immediately preceding or immediately following an employee's regular shift;
- (ii) x 2 for all overtime beyond two (2) hours on any regular working day if worked immediately preceding or immediately following an employee's regular shift;
- (iii) x 2 for all overtime worked at any other time than immediately preceding or immediately following an employee's regular shift. Employees shall be paid a minimum of one and one-half (1½) hours at double time for overtime worked pursuant to this paragraph (iii).

Section 2: Rate for Recreation Attendant

Overtime rate for the Recreation Attendant shall be paid after eight (8) hours in one (1) day and after thirty-five (35) hours in one (1) week.

Section 3: Payout of Overtime

It is agreed that overtime shall be paid monthly, provided however, that where there is mutual agreement between the Administrator and the employee, such overtime may be granted as time off to a maximum of one hundred and five (105) hours, in any one (1) year in lieu of cash, except that any time off so accumulated shall be taken before January 31st of the following calendar year, otherwise it shall be paid on December 31st of the same calendar year.

Section 4: Senior Staff Overtime

It is agreed that the attendance of Senior Staff (Pay Level 13 and above) at Council meetings, Boards and Commissions of the Council and/or meetings of committees, sub-committees, and task forces created by Council, shall be compensated by straight time off (hour for hour).

Section 5: Callout

- (i) A Regular Full-Time Employee or Temporary Full-Time Employee who is called back to work by the Employer at any time after the employee has completed a regular shift, except where such employee is required to work overtime as a consequence of an oral or written notice given prior to the end of the employee's previous shift as provided in Article 8, Section 1, shall be paid at the rate of double the employee's normal rate of pay for the time actually worked and in

addition thereto shall be paid one (1) hour at double the normal rate of pay for travelling time to and from home. Except as otherwise provided in clause (ii) a Regular Full-Time Employee or Temporary Full-Time Employee who is called back to work under this Section 5 shall be paid a minimum of three (3) hours (the minimum includes one (1) hour for travelling time) at double the normal rate of pay.

Notwithstanding the callout minimum, an employee who is at the work place prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.

- (ii) If, after a callout, an additional call or calls are made upon the Regular Full-Time Employee or Temporary Full-Time Employee before the expiry of the minimum three (3) hour period or before the employee arrives home, whichever shall last occur, the additional call or calls shall not qualify the employee for an additional minimum three (3) hour period or periods but the employee shall be paid at double the employee's normal rate of pay for the time actually worked and an additional one (1) hour at double the normal rate of pay for travelling time to and from home. Where two (2) separate calls are completed by a Regular Full-Time Employee or Temporary Full-Time Employee within a three (3) hour period the employee shall be paid at double the normal rate of pay for a minimum of four (4) hours (the minimum includes two (2) hours for travelling time).
- (iii) For the purposes of this Section 5 a callout shall commence one-half ($\frac{1}{2}$) hour before actual commencement of work for which the Regular Full-Time Employee or Temporary Full-Time Employee was called back and terminate one-half ($\frac{1}{2}$) hour after actual completion of such work. The one-half ($\frac{1}{2}$) hour at the commencement and termination of the call-out time is the travelling time allowed the employee hereunder.
- (iv) When an employee receives a telephone call and is able to resolve the problem over the telephone (or by computer) and does not have to report to a worksite, the employee shall be paid double the employee's regular rate of pay for one-half ($\frac{1}{2}$) hour. Any subsequent telephone calls related to the first call that occur within one (1) hour of the first call shall not result in any additional payments. A related telephone call that occurs after the one (1) hour period shall result in another one-half ($\frac{1}{2}$) hour payment at double the employee's regular rate of pay. A telephone call within the one (1) hour period that is for an unrelated matter shall result in another one-half ($\frac{1}{2}$) hour payment at double the employee's regular rate of pay.

Section 6: Overtime – Regular Part-Time Employees

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

- (i) Time and one-half for the first two (2) hours worked in excess of the normal daily hours in a day;
- (ii) Two times (2X) for hours worked beyond two (2) in excess of the normal daily hours in a day;

- (iii) In any case where an employee has already performed work on five (5) days during the week, time and one-half (1½X) for any hours worked prior to 12:00 h on the sixth day of work in that week, two times (2X) for hours worked after 12:00 h on the sixth day, and two times (2X) for all hours worked on the seventh day of work in that week.

Section 7: Cost Recovery

Where employees work overtime and/or are called out to deal with emergency situations where the Employer is able to recover the overtime and callout costs from a third party (e.g., Provincial Emergency Program, ICBC, film production companies for extensions to filming or unscheduled filming), the employees shall be paid for such overtime and callouts and shall not be permitted to receive compensating time off in lieu of being paid for the overtime or callout.

ARTICLE 9 - VACATIONS

Section 1: Paid Annual Vacations

Paid annual vacations for all persons covered by this Agreement shall be allowed as follows:

- (a) In the first part of the calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of fifteen (15) working days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st.
- (b) During the second (2nd) up to and including the seventh (7th) calendar year of service - fifteen (15) working days at their regular rate.
- During the eighth (8th) up to and including the fifteenth (15th) calendar year of service - twenty (20) working days at their regular rate.
- During the sixteenth (16th) up to and including the twenty-third (23rd) calendar year of service - twenty-five working days at their regular rate.
- During the twenty-fourth (24th) and all subsequent calendar years of service - thirty (30) working days at their regular rate.
- (c) Seniority shall have preference in scheduling vacations.
- (d) Vacations for all employees shall be taken at such times when quantity and regularity of production of the work of the Employer shall not be impaired, provided that the Employer shall endeavour to accommodate the employees in their desires regarding the times of their vacation.
- (e) When mutually agreed upon more than three (3) weeks of the annual vacation of an employee may be taken during July or August.

- (f) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month or portion of a month greater than one-half (½) worked to the date of termination.
- (g) Vacations are to be taken during the year in which earned. Vacation entitlement not taken in year earned will be paid out by January 31st of the following year. One week of vacations may be taken under extenuating circumstances at the discretion of the Administrator or his representative beyond December 31st.

PROVIDED THAT:

- (1) "Calendar Year" for the purpose of this Agreement shall mean the twelve (12) month period from January 1st to December 31st inclusive.
- (2) An employee may be hired at any level on the vacation schedule set out above at the discretion of the Director of Human Resources. This will not alter any other calculations for the employee, such as but not limited to seniority, length of service or supplementary vacation.

Effective 2014 January 01:

- (3) Any Regular Full-Time Employee who has reached minimum retirement age as defined in the Municipal Pension Plan Rules and
 - (1) has completed at least twenty (20) years of pensionable service with the Employer, shall be entitled to receive full annual vacation on termination of employment for any reason;
 - (2) has not completed twenty (20) years of pensionable service with the Employer, shall be entitled to receive:
 - (a) one-half (½) the amount of vacation that the employee would have received under Article 9, Section (1)(b) if the employee leaves the service of the Employer on or before June 30 of the calendar year; and
 - (b) the full amount of vacation the employee would have received under Article 9, Section (1)(b) if the employee leaves the service on or after July 01.

All other employees who leave the service shall be entitled to vacation in accordance with the appropriate paragraphs in this clause.

- (4) In all cases of termination of service other than that set out in paragraph (3) above, adjustment will be made of any overpayment of vacation.

- (5) An employee shall receive vacation pay at the employee's established rate at the time vacation is taken, and at the end of the calendar year adjustment shall be made pursuant to paragraph (i) below.
- (6) An employee who experiences a significant break in service due to authorized leave of absence or illness, three (3) months or greater without pay during the course of any year, shall have their annual vacation entitlement reduced proportionately for that year.

(h) Vacation Adjustment

Employees hired prior to 1995 April 26 shall continue to be covered by the vacation pay adjustment provision contained in the 1991-93 Collective Agreement. All other employees shall be covered by the following provision.

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

Section 2: Supplementary Vacation

Each employee shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation to which the employee is entitled under Section 1 aforementioned:

- (a) Each employee upon commencing the eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service, shall thereupon become entitled to five (5) working days of supplementary vacation. An explanatory table is attached as Schedule "G".
- (b) It being understood between the parties that each employee shall become entitled to such supplementary vacation under this Section 2 on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain such supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies.

ARTICLE 10 - GENERAL HOLIDAYS

Section 1: Listing of General Holidays

- (a) All employees who have completed one (1) month's continuous service, and who have been in receipt of pay on either the workday immediately preceding or the workday immediately following the public holiday, shall be paid at the regular rate of pay for the following General Holidays:-

New Year's Day	British Columbia Day
Family Day* (effec. 2012 Dec. 13)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

*If/when Family Day ceases to be a provincial public holiday under the laws of British Columbia, Family Day will no longer be considered a Public Holiday for the purposes of this Collective Agreement.

and any other day declared to be a Public or Civic Holiday by the City Council. Such payment shall be made irrespective of whether or not such General Holiday occurs during such employees' regular work week, except as otherwise stated in the Collective Agreement.

- (b) Where a General Holiday or a public holiday declared by the City Council occurs while an employee is on annual holiday, extra days in lieu of such holiday shall be granted.
- (c) If a holiday falls on a Saturday or Sunday, the following Monday shall be declared a holiday.

Section 2: Holiday Pay

All employees, required to work on General Holidays shall receive in addition to holiday pay at straight time, double time for all hours worked, as outlined in Article 8 - Overtime.

Section 3: Extra Day in Conjunction with General Holiday

In the event City Council permits an extra day in conjunction with a General Holiday, to permit a four (4) day weekend, employees shall work an alternate day at regular pay.

ARTICLE 11 - BENEFITS

Section 1: Benefit Administration

The Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

Section 2: Medical, Extended Health and Dental

- (a) All Regular Full-Time Employees shall, effective the first day of the month following commencement of employment, and all Temporary Full-Time Employees shall, effective the first day of the month following three (3) months of continuous service, be entitled to apply for coverage under the Medical Services Plan and the Extended Health Care Plan subject to being eligible for coverage under the rules of the Medical Services Plan and the Extended Health Care Plan.

The Extended Health Care Plan has an annual deductible of \$100.00, a lifetime maximum of \$1,000,000 per person, and provides reimbursement for eligible expenses which include, among other benefits, coverage for:

- (1) eye exams to a maximum payable of \$75.00 per person every two (2) years (effective 2013 February 01, \$100.00 per person every 24 months);
- (2) vision care to a maximum payable of \$300.00 (effective 2013 February 01, \$500.00) per person in a twenty-four (24) month period;
- (3) hearing aids to a maximum payable of \$700.00 (effective 2013 February 01, \$1000.00) per person in a five (5) calendar year period;
- (4) orthopedic shoes to a maximum payable of \$400.00 for adults/\$200.00 for children in a calendar year and orthotics to a maximum payable of \$300.00 every five (5) years;
- (5) diabetic equipment and supplies, ostomy, clinical psychologist (maximum payable of \$600.00 per person in a calendar year), and the Nicotine Patch with a \$350.00 per person lifetime maximum;

all subject to the provisions of the Plan.

- (b) All Regular Full-Time Employees shall, effective the first day of the month following commencement of employment, and all new Temporary Full-Time Employees shall, effective the first day of the month following twelve (12) months of continuous service, be entitled to apply for coverage under the Dental Plan subject to being eligible for coverage under the rules of the Dental Plan.

The coverage under the Dental Plan is as follows:

Plan "A" - 100% Basic Dentistry

Plan "B" - 50% Prosthetic Appliances (dentures), Crown and Bridge work

Plan "C" - 50% Orthodontics to lifetime maximum of \$3,000 (per adult and dependent child as defined by the Plan).

- (c) The Employer shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premiums for the Medical and Extended Health Care Plans; the cost-sharing

arrangement for Dental shall be seventy percent (70%) (effective 2013 February 01, seventy-five percent (75%)) Employer-paid and thirty percent (30%) (effective 2013 February 01, twenty-five percent (25%)) employee-paid.

- (d) Employees who retire on the Municipal Pension Plan may elect to continue coverage under the Extended Health Care and Dental Plans for two (2) months following retirement provided they make arrangements to continue to pay their share of the monthly premiums.

Section 3: Same Sex Benefit Coverage

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

Section 4: Municipal Pension Plan

Employees shall be entitled to contribute to the Municipal Pension Plan in accordance with the Municipal Pension Plan Rules.

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

Section 5: Group Insurance

All Regular Full-Time shall, effective the first day of the month following commencement of employment, and all Temporary Full-Time Employees shall, effective the first day of the month following three (3) months of continuous service, be covered by a Group Life Insurance Plan subject to being eligible for coverage under the rules of the Group Life Insurance Plan. The Plan shall provide coverage in the amount of one and one-half times (1½x) an employee's annual salary rounded to the nearest \$1000, calculated once per year and shall include Accidental Death and Dismemberment coverage. The Employer shall pay seventy percent (70%) and the employees shall pay thirty percent (30%) of the premium.

Section 6: Optional Group Life Insurance

Subject to the provisions of the Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000) up to a maximum of two hundred and fifty thousand dollars (\$250,000). The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.

Section 7: Benefits and % in Lieu for Regular Part-Time Employees

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

- (e) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Article.

ARTICLE 12 - SICK LEAVE

Section 1: Sick Leave with Pay

Employees shall be granted sick leave with pay of twenty (20) working days per year, with an accumulated maximum of two hundred and sixty-one (261) working days, however, only one hundred and sixty (160) days will be allowed to be used in any one (1) calendar year for illness or other stipulated in the Agreement.

- (a) No sick leave with pay shall be granted except after six (6) months' continuous service in the employ of the Employer.
- (b) Sick leave of ten (10) working days shall be credited semi-annually on June 30th and December 31st commencing with the completion of the first six (6) months of service at which date ten (10) working days' credit shall be given. The maximum sick leave credit per year is twenty (20) working days.
- (c) Sick leave entitlement at a given day shall be the accumulated credit at the last semi-annual date less any sick leave with pay taken subsequent to that date. Note: When sick credits are exhausted, no further credits are posted to employee's record unless he returns to duty for at least five (5) consecutive working days.
- (d) When sick leave is earned for a period of less than six (6) months, a month shall be equivalent to a credit of one and one-half (1½) days and no credit shall be given for a part of a month.
- (e) Sick leave may be accumulated to a maximum of two hundred and sixty-one (261) working days.
- (f) A deduction shall be made from accumulated sick leave credit of all working days absent with pay due to illness except those resulting from an accident on the job for which the employee is covered by Workers' Compensation payments.

However, deductions shall be made if the injury is not covered by W.C.B. solely because time absent is less than the qualifying period.
- (g) Employees will be permitted up to twelve (12) hours to visit a Doctor or Dentist on the Employer's time for non-emergencies in any one (1) year. Appointments shall be confirmed in advance with the Department Head.
- (h) Sick pay and General Holiday pay shall be paid at the employee's current rate of pay on the occasion of such sick pay or General Holidays.

- (i) In the event of the death of any regular employee, any unused sick leave credit shall be paid to the estate of the deceased.
- (j) Each employee shall receive a summary of their accumulated sick leave credits as at December 31st of each calendar year.

Section 2: Medical Practitioner's Certificate

An employee shall be required by the Employer to produce a Certificate from a qualified Medical Practitioner for any illness and/or a Statutory Declaration, certifying that such employee is unable to carry out their duties due to illness or non-compensable accident provided, however, that the Employer may waive this requirement for the first three (3) days of such sickness or accident. Where such Medical Certificate and/or Declaration is not produced, there shall be no sick pay allowed.

Section 3: Notification of Supervisor

All employees must notify their Supervisor as soon as reasonably possible on the day of absence due to illness. Failure to do so may result in loss of pay.

Section 4: Sick Leave Reimbursement

An employee who has received sick leave benefits for injuries caused by a third party shall be obliged, in the event such employee undertakes an action for recovery of damages against the third party, to seek recovery of the total cost of wages and benefits paid to the employee while on sick leave. The employee shall be obliged to reimburse the Employer to the extent the employee succeeded in recovering such wages and benefits, including interest on wages lost. This provision includes claims made to ICBC.

In making a claim to the Court, the employee or his representative shall request the presiding judge, or judge and jury, to specify the amount of any award which is attributable to the recovery of the cost of wages, benefits and interest. In the case of an out-of-Court settlement a separate amount attributable to the recovery of the cost of wages, benefits and interest will also be specified.

Section 5: Family Illness

Where no one other than the employee can provide for the care of an immediate member of the employee's family (defined as spouse, child, parent and parent-in-law) during an illness, an employee shall be entitled, after notifying the employee's immediate Supervisor, to use up to three (3) accumulated sick leave days per calendar year for this purpose. The use of sick leave days for family illness will affect the calculation of an employee's Gratuity benefits.

Section 6: Sick Leave Bank

- (a) It is agreed between the parties to maintain a Sick Leave Bank to be administered by the Union. All employees covered by the sick leave plan shall participate in the Sick Leave Bank after having completed one (1) year of service. They shall make equal contributions up to a maximum of three (3) days once yearly of their accumulated sick leave credits, deposited to the Sick Leave

Bank maintained in hours and dollars and to be held in trust by the Employer, until all contributions collectively result in an accumulation of not more than two hundred (200) working days, regardless of the dollar value.

- (b) The Union shall requisition a specified number of days' sick leave pay to be paid to an employee, at that employee's current rate of pay, by the Employer from the Sick Leave Bank, which shall reduce the number of sick days and dollars in the Sick Leave Bank. The number of sick days eligible for withdrawal will be limited by the dollar value of the Sick Leave Bank.
- (c) The intent of this provision is for the employer to limit the overall size of the Sick Leave Bank and for the Union to manage its use in accordance with a policy set by the Union which policy shall be shared with the employer.
- (d) All employees who have reached their sick leave cap, and have contributed to the Sick Leave Bank, shall have their sick leave cap reduced by the number of days contributed to the union Sick Leave Bank.

ARTICLE 13 - WCB

The Employer will make up Compensation Pay, including the days not covered by Workers' Compensation, to the full amount of the employee's pay provided however that such make up pay shall be charged to the employee's sick leave credit.

ARTICLE 14 - LEAVES OF ABSENCE

Effective 2013 January 09:

Section 1: Maternity and Parental Leave

(a) Length of Leave

Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

Birth Parent Other than the Birth Mother

A birth parent is the spouse of the birth mother.

An employee who is the birth parent, but who is not the birth mother, shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The

employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

In the event the birth mother dies or is totally disabled, an employee who is the birth parent of the child shall be entitled to up to fifty-two (52) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

Adoptive Parent

An adoptive parent is a parent who is not biologically related to the child and whose spouse is not biologically related to the child.

An employee who is the adoptive parent of a child shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

Extensions - Special Circumstances

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

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

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

(b) Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.

- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

(c) Return to Work

On resuming employment an employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified the Department Head of their intention to return to work pursuant to paragraph (b)(4) and who subsequently suffers any illness or disability which prevents the employee from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

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

(f) Supplementary Employment Insurance Benefits

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (a) for the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
 - (b) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

Section 2: Compassionate Leave

- (a) Any Regular Full-Time or Temporary Full-Time Employee who has completed six (6) months of employment, may be granted compassionate leave without loss of pay for a period not to exceed three (3) working days in the following events:
 - (i) in the case of the death of the employee's spouse (including common-law spouse and same-sex partner), child, ward, brother, sister, parent, parent-in-law, grandchild, grandparent, or guardian; or

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

Section 3: Jury Duty

The Employer will make up jury pay to full pay for any employee serving jury duty at the order of any Canadian Court.

Section 4: Union Officials

With the permission of the Administrator or their immediate supervisor, Union officials may without loss of pay, absent themselves from duty to confer with officials of the Employer regarding Union business arising from this Agreement and for the purpose of carrying on Collective Bargaining.

One (1) employee from the Inside bargaining unit, one (1) employee from the Outside bargaining unit and one (1) additional employee from either bargaining unit shall be entitled to leave without loss of pay for collective bargaining with the Employer. The maximum number of employees entitled to leave without loss of pay for collective bargaining with the Employer for both bargaining units combined is three (3) employees.

Section 5: General Leave of Absence

Effective 2013 January 09:

(a) Applications for Leave

Employees desiring a leave of absence without pay shall submit an application for such leave to their immediate non-bargaining unit supervisor for absences of less than twenty (20) working days for Regular Full-Time Employees and less than four (4) consecutive weeks for Regular Part-Time Employees (“Short Leaves”).

For leaves of absence of twenty (20) or more working days for Regular Full-Time Employees and of four (4) consecutive weeks or more for Regular Part-Time Employees (“Long Leaves”), the application shall be submitted to the Chief Administrative Officer.

In all cases each request will be judged based on the circumstances and merits of each application. The final and binding decision to grant Short General Leaves shall rest with the non-bargaining unit supervisor and the final and binding decision for Long General Leave shall rest with the Chief Administrative Officer.

Under no circumstances will a leave be granted for an employee to engage in other employment or start a business. In the event an employee on leave under this Article takes a new job or starts a business, their employment with the City of Port Moody will be terminated for cause. However, an employee who has a second job, or operates their own business prior to taking the leave, and does not work additional hours in the second job or in the business as a result of taking the leave, will not be terminated for cause for the sole reason that the employee continues to work at the other job or continues to operate their own business.

(b) Benefit Coverage

Where an employee(s) has been granted a Long Leave by the Employer and has made arrangements to pay both their share and the Employer’s share of the benefit premiums (Medical Services Plan, Extended Health, Dental, Group Life Insurance, and Accidental Death and Dismemberment) and the benefit carrier agrees to continue coverage for the employee during the time the employee is on leave, the Employer shall make arrangements to continue the coverage for the period of the leave.

(c) Pension

In the event that the Rules of the Municipal Pension Plan allow an employee to purchase all or part of their Short Leave or Long Leave, the employee will be responsible for paying both the Employer and the employee portions of the buy-back of any pensionable service. The Employer shall not contribute to any purchase of service.

(d) Notice Requirements for Early Return from Leave

When obtaining authorization for a Short Leave or a Long Leave the employee is required to specify the length of the absence. If the leave is approved, and the employee subsequently decides not to take the leave, or to return to work prior to the end of the scheduled leave

period, the employee must provide the Employer with at least two (2) weeks advance notice in the case of a Short Leave and four (4) weeks advance notice in the case of a Long Leave.

(e) Effect of Leave of Absence on Increment Dates

An employee who takes a Short Leave or a Long Leave shall have their increment postponed for a period equal to the period of the leave.

ARTICLE 15 - POSTINGS AND PROMOTIONS

Section 1: Posting Vacancies

It is agreed that before filling any position within the scope of the Agreement which may have a duration of thirty (30) (effective 2013 January 09, sixty (60)) days or more, excluding those positions wherein the employee of that position is on vacation for a period of, or in excess of, thirty (30) (effective 2013 January 09, sixty (60)) calendar days' 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 seven (7) days before such a position is filled. Such posting to contain the following information:-

Nature of position, required ability, and wage rate.

The Employer agrees to forward a copy of such postings to the Union and to advise the Union of the name or names of the successful applicant(s).

All staff vacancies and new positions shall be posted for at least seven (7) clear days and all employees shall be permitted to apply.

Section 2: Promotions, Transfers, Etc.

In making promotions, transfers, demotions and in effecting layoffs and re-hirings, the skill, knowledge and ability of the employee concerned shall be the primary consideration, and where such qualifications are equal, the length of service shall be the determining factor, in such cases, departmental seniority prevails in temporary layoffs (less than twenty-eight (28) days) and service seniority in general layoffs. The Employer agrees that the decisions of the Departmental Heads in regard to such matters shall be subject to regular grievance procedure.

Section 3: Trial Period Upon Promotion or Transfer

In the event an employee is promoted or transferred to a higher-rated position, the employee shall be considered to be on trial for a period of not more than ninety (90) working days. If, at the end of the trial period, the employee is not considered satisfactory in the higher-rated position, the employee shall be returned either to their previously held position or to a position of equal value to that which the employee held prior to the promotion or transfer, without loss of seniority. It is agreed that the time mentioned herein may be extended by mutual agreement.

ARTICLE 16 – STUDENT EMPLOYMENT

- (a) The Employer and the Union agree to cooperate to create temporary employment opportunities under Post-Secondary Co-Op programs, student work placement programs, and for employees hired under grant programs where the work being performed is beyond the normal hiring requirements or normal seasonal hiring. The Collective Agreement posting, filling vacancies and selection process provisions shall not apply to these temporary employment opportunities. Wages will be at a rate established by the Employer provided that in no case shall a student be paid less than step one of Pay Level 1.
- (b) Employees covered by this Article shall not be entitled to any benefits or paid time off provisions provided by the Collective Agreement. They shall receive four percent (4) vacation pay which shall be paid each pay day.
- (c) Employees covered by this Article shall not accumulate any seniority, length of service or bidding rights or be granted any credit for time worked if they obtain a regular position.
- (d) Employees covered by this Article shall be covered by the Union Security and Check-off provisions of the collective agreement.
- (e) This Article does not apply to non-employment opportunities created for students such as job shadow programs.

ARTICLE 17 - SENIORITY

Section 1: Seniority Accumulation

- (a) It is agreed between the parties hereto that seniority shall be retained and accumulated on the following basis:
 - (i) Employees who are laid off after completion of their probation period but prior to completion of one (1) year's service, shall retain seniority for a period of six (6) months.
 - (ii) Employees who are laid off after one (1) year's service shall retain their seniority for a period of one (1) year.
 - (iii) Absence due to a bonafide sickness, provided such sickness is attested to by a qualified medical practitioner.
 - (iv) Authorized leave of absence.
 - (v) Absence while serving in the Armed Forces, during a national emergency for a period of ninety (90) days after honourable discharge.
- (b) An employee shall lose seniority for any of the following reasons:-

- (i) The employee is discharged for a proper cause and is not reinstated.
- (ii) The employee resigns.

Section 2: Employees Laid Off

It shall be the duty of each employee laid off to supply the Employer with a correct mailing address and telephone number, and the Employer on re-hiring shall advise the employee by letter or telephone of the date on which the employee is required to report for duty. Such notice shall be given as to be received at least twenty-four (24) hours prior to the required reporting time.

ARTICLE 18 - GRIEVANCE PROCEDURE AND ARBITRATION

Effective 2013 January 09:

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation or alleged violation thereof, there shall be no stoppage of work on account of such difference and an earnest effort shall be made to settle the matter promptly in the following manner:

(a) Grievance Procedure

Step 1 - The grievance shall be submitted in writing stating which provisions of this Agreement have allegedly been violated and the remedy being sought and shall be submitted, within seven (7) calendar days of the date of the incident being grieved about, to the Department Head.

Step 2 - Should the Department Head be unable to effect a settlement within fourteen (14) calendar days of receipt of such grievance, the Union may refer the matter to the Chief Administrative Officer or designate within a further fourteen (14) calendar days.

The Chief Administrative Officer or designate shall meet with the Union's representative and the grievor(s) within fourteen (14) calendar days of such referral. Should the parties be unable to effect a settlement within fourteen (14) calendar days of such meeting, either party may refer the matter to Arbitration, in writing within a further fourteen (14) calendar days.

(b) Arbitration

The parties shall use a single Arbitrator unless both parties want a three (3) member Arbitration Board.

Where the parties use a single Arbitrator, the Arbitrator shall be mutually agreed to and appointed within fourteen (14) calendar days of the date the matter was referred to Arbitration. If the parties fail to mutually agree to the single Arbitrator within the fourteen (14) calendar day period, the appointment shall be made by the Director, Collective Agreement Arbitration Bureau upon the written request of either party.

Where the matter is to be referred to a three member Board of Arbitration, the Board of Arbitration shall consist of one (1) nominee appointed by each party and a Chairperson mutually selected by the two nominees. The party referring the matter to a three person Arbitration Board shall advise the other party in writing of the name and address of its nominee to the Arbitration Board within fourteen (14) calendar days of the date the matter was referred to Arbitration. Within fourteen (14) calendar days thereafter, the other party shall respond in writing indicating the name and address of its appointee to the Arbitration Board. The two nominees shall select a third person who shall be the Chairperson.

(c) Grievance Investigation

Not more than one (1) employee at a time, shall be permitted to leave their job up to fifteen (15) minutes approximately, to discuss a specific grievance with an employee or to investigate a specific circumstance giving rise to a grievance during working hours, provided the employee notifies the Supervisor of where the employee is going, and provided the employee gives reasonable time for a substitute to be put on the job if necessary. The Employer shall grant permission for such absence from the job and shall not unnecessarily delay substitution when required.

ARTICLE 19 - JOB EVALUATION

Section 1: Job Evaluation - Wage Protection

The parties agree that no employee will have their wages reduced. Employees who are red-circled will continue to receive negotiated wage increases.

Section 2: Standing Job Evaluation Committee

The Standing Joint Job Evaluation Committee shall have equal representation and participation from the parties, consisting of two representatives from the Employer and two representatives from CUPE Local 825. Each party may appoint alternate representatives to serve as replacements for absent representatives. All decisions and job evaluations made by the Committee shall be made with a minimum quorum of one employer and one CUPE Local 825 representative.

Committee members and alternates appointed by CUPE shall be granted a paid leave for periods of time spent working on the committee.

Routine business decision of the committee shall be made by simple majority. Job rating decisions shall require unanimous decision of the full committee and shall be final and binding on the parties, subject only to the appeal procedure contained in Article 5 of this maintenance plan.

The mandate of the Standing Job Evaluation Committee includes:

- (a) Maintain the integrity of the job evaluation program

- (b) Recommend changes to pay grades, the job evaluation plan, its procedures and/or methods as may be deemed necessary from time to time. However, any change must be negotiated by the parties.
- (c) The committee shall evaluate jobs as outlined in Job Evaluation Plan.

Section 3: Job Evaluation Procedure for New Jobs

Where the Employer establishes a new job, the following procedure shall apply:

- (a) The Employer shall draft a description for the job.
- (b) The Standing Committee shall meet and establish a temporary pay grade for the job from the draft job description.
- (c) The Union and the Employer each have opportunity to appeal the rating of a new job based on the agreed upon appeal criteria.
- (d) Six months after appointment to the job, the incumbent and the supervisor shall complete a Job Analysis Questionnaire. The questionnaire shall be submitted along with the draft job description to the Standing Committee. The Standing Committee shall finalize the job description and rate the job according to the JE plan.
- (e) If the pay grade increases as a result of the 6 month review, such increase shall be retroactive to 3 months from the date of hire of the incumbent; if the pay grade decreases a result of the 6 month review, the incumbent shall receive full red-circling protection for the duration of his or her tenure in the job.

Section 4: Job Evaluation for Changed Jobs

Whenever the Employer changes the job or the employee, or the Union feel the duties of the job have been changed, or the job description does not reflect the duties and responsibilities of the job the following steps shall take place:

- (a) The incumbent/union or supervisor may request a job evaluation review by completing and submitting a Job Evaluation Request form to the Standing Committee.
- (b) The Standing Committee shall gather accurate, up to date information on the job. The incumbent and supervisor shall complete an up-to-date Job Analysis Questionnaire. Where further information is required, interviews may be held with the incumbent and supervisor and a visit to the workplace. Based on this information, the Committee shall update the job description as necessary.
- (c) The Committee shall rate each factor of the job to establish a new rating for the job and advise the incumbent and the supervisor of its decision. The rating of the job shall determine the pay level for the job.

Section 5: Appeal Procedure

If either the employee/Union or supervisor do not agree with the decision of the JJEC the following procedure shall apply:

- (a) within 60 days of the committee decision, the incumbent/Union or supervisor may request reconsideration of the job description and or the job rating by completing and submitting an appeal form stating reason for disagreeing with the job description and or rating;
- (b) the incumbent(s) and the supervisor may make a presentation to the committee;
- (c) the JJEC shall consider the reconsideration request and make a decision which shall be final and binding upon the parties and all employees affected;
- (d) The JJEC shall inform both the incumbent and the supervisor of its decision in writing.
- (e) If the appeal committee cannot reach agreement, the matter can be referred to the Union President and the Director of Human Resources. Matters that cannot be resolved between the Union President and the Director of Human Resources shall be referred to the City Manager for review.

Section 6: Settlement of Disagreements within the JJEC

- (a) In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Program, the Co-chairperson of the Committee shall request with ten (10) working days, that each party designate an advisor to meet with the Committee and attempt to assist reaching a decision.
- (b) If after meeting with the two advisors the Committee remains unable to agree upon the matter in dispute, the co-chair person shall advise in writing the Union and the Employer of this fact within fifteen working days.
- (c) Either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the BC Labour Board to appoint an arbitrator.
- (d) The arbitrator shall then decide the matter upon which the JJEC has been unable to agree and their decision shall be final and binding on the JJEC, the Employer, the Union and all affected employees. The arbitrator shall be bound by these terms of Reference and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- (e) The Employer and the Union shall be the parties to the arbitration hearing and shall have the right to present evidence and arguments concerning the matter in dispute. The arbitrator shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.

- (f) The arbitrator's fees and expenses shall be divided equally between the parties.
- (g) The time lines contained in this article may be extended by mutual agreement of the parties.

Section 7: Market Adjustment

From time to time, the Employer may require the flexibility to adjust the rate for specific positions in accordance with market pressures. The Employer must meet the following criteria:

- (a) the Employer must demonstrate that at least two attempts have been made to recruit for a vacancy using the plan's rate of pay;
- (b) turnover in the specific job classification must be demonstrably high;
- (c) the adjustment in the rate of pay will be temporary and will be reviewed annually;
- (d) if the position is found to be above market as a result of the annual review, the rate of pay will return to the original JE amount;
- (e) the adjustment is for the position rather than a specific incumbent and will apply to existing incumbents, not just the new hires recruited under the temporary rate of pay;
- (f) all other conditions, such as negotiated increases, will continue to apply.

ARTICLE 20 - TECHNOLOGICAL CHANGE

During the term of this Agreement, any dispute arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties of this Collective Agreement.

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

- (a) affects the term 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, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board pursuant to Article 18 of this Collective Agreement, by-passing all other steps in the grievance procedure.

The arbitration board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the arbitration board:

- (a) shall inform the Minister of Labour of its finding; and

- (b) may then, or later, make any one or more of the following orders:
- (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;
 - (iii) that the Employer reinstate any employee displaced by reason of the technological change;
 - (iv) that the Employer pay to that employee such compensation in respect of the displacement as the arbitration board considers reasonable;
 - (v) that the matter be referred to the Labour Relations Board (under Section 77 of the Labour Code of British Columbia).

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

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

ARTICLE 21 - GENERAL CONDITIONS

Section 1: Care of Equipment

It shall be the responsibility of every employee to take all reasonable precautions to preserve all records, machines and equipment under the employee's care.

Section 2: Vehicle Mileage Rate

Employees who are required to use their own vehicle to conduct business on behalf of the Employer shall be paid mileage in accordance with the current Canada Revenue Agency rate.

Section 3: Educational Allowances

The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify themselves to perform their job. Payment shall be made on successful completion of the course.

Section 4: Personnel Reports and Files

An employee desiring to view their personnel file shall file a written request with the supervisor who shall, within a reasonable period of time, arrange to review the file with the employee at a time convenient to both parties.

Section 5: Occupational Health and Safety Committee

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

Section 6: Sexual Harassment

The Employer and the Union agree that sexual harassment shall not be tolerated in the workplace.

Section 7: Training Program

It is agreed that the Union may, from time to time, request and have a meeting with the Administrator for the purpose of presenting and exploring ideas pertaining to a Training Program for employees covered by the Agreement.

ARTICLE 22 - PICKET LINES AND WITHDRAWAL OF SERVICES

Section 1: Crossing of Legal Picket Lines

The Employer shall not request a Union member to cross the picket line of a legal strike. The Union will waive this condition to a number of employees required to remedy a specified emergency such as fire, water repairs, sewer repairs, flooding or snow and ice conditions, or emergency declared by senior government. Any employees not wishing to cross a picket line of any legal strike shall inform the Supervisor immediately of such decision, in writing.

Section 2: Withdrawal of Services

It is agreed that Union members not withdraw their services from the Employer during the duration of this Agreement except during a legal strike sanctioned by members of the Union.

IN WITNESS WHEREOF the Employer has caused these presents to be sealed with its Corporate Seal and signed by its proper officials on its behalf, and the Union has caused these presents to be executed under the hands of its proper officers authorized in that behalf as of this 12th day of May, 2014.

SIGNED ON BEHALF OF THE CITY OF PORT MOODY:

“M.E. (Mike) Clay”

MAYOR

“K. Ridley”

CLERK

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825:

“Raman Braich”

PRESIDENT

“Sheri Devito”

SECRETARY

SCHEDULE "A"SALARIES

Effective 2012 January 01 – 2015 December 31

Key: A = 2012 January 01 – December 31
 B = 2013 January 01 – December 31
 C = 2014 January 01 – December 31
 D = 2015 January 01 – December 31

<u>Pay Band</u>	<u>Classification</u>	<u>Effec. Date</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
1	Office Clerk	A	22.65	23.49	24.38
		B	22.93	23.78	24.68
		C	23.33	24.20	25.11
		D	23.80	24.68	25.61
2		A	23.49	24.38	25.30
		B	23.78	24.68	25.62
		C	24.20	25.11	26.07
		D	24.68	25.61	26.59
3	Auxiliary Clerk Circulation Assistant	A	24.38	25.30	26.23
		B	24.68	25.62	26.56
		C	25.11	26.07	27.02
		D	25.61	26.59	27.56
4	Recreation Clerk	A	25.30	26.23	27.22
		B	25.62	26.56	27.56
		C	26.07	27.02	28.04
		D	26.59	27.56	28.60
5	Accounting Clerk Administrative Assistant – Fire Rescue Circulation Shift Supervisor Events Assistant Operations Assistant Parks & Environment Assistant Receptionist Recreation Accounting Clerk Tax Clerk Theatre Coordinator	A	26.23	27.22	28.24
		B	26.56	27.56	28.59
		C	27.02	28.04	29.09
		D	27.56	28.60	29.67

SCHEDULE "A" (cont'd)

Key: A = 2012 January 01 – December 31
 B = 2013 January 01 – December 31
 C = 2014 January 01 – December 31
 D = 2015 January 01 – December 31

Pay Band	Classification	Effec.	Level 1	Level 2	Level 3
		Date			
6	Cataloguing & Acquisitions Technician	A	27.22	28.24	29.29
	Computer Support Specialist	B	27.56	28.59	29.66
	House Technician I	C	28.04	29.09	30.18
	Recreation Assistant	D	28.60	29.67	30.78
7	Building Assistant	A	28.24	29.29	30.39
	Committee Coordinator	B	28.59	29.66	30.77
	Junior Accountant	C	29.09	30.18	31.31
	Legal Planning Assistant	D	29.67	30.78	31.94
	Operations Clerk				
	Public Art Coordinator				
	Purchasing Coordinator Tax Services Coordinator				
8	Circulation Supervisor, Library	A	29.29	30.39	31.53
	Collection Support Assistant	B	29.66	30.77	31.92
	Communications Coordinator	C	30.18	31.31	32.48
	Community & Development Services Assistant	D	30.78	31.94	33.13
	Fitness Program Supervisor				
	House Technician II				
	Payroll & Benefits Coordinator Systems Support Technician				
9	Financial Accountant	A	30.39	31.53	32.71
	Administrative Assistant, Library	B	30.77	31.92	33.12
	Program & Services Coordinator, Library	C	31.31	32.48	33.70
		D	31.94	33.13	34.37
10	Administration Asst., Recreation & Facilities	A	31.53	32.71	33.93
	Bylaw Enforcement Officer	B	31.92	33.12	34.35
	Corporate Records Coordinator	C	32.48	33.70	34.95
	Emergency Program Officer	D	33.13	34.37	35.65
	Librarian I				
	Mapping and Engineering Technician Recreation Programmer				

SCHEDULE "A" (cont'd)

Key: A = 2012 January 01 – December 31
 B = 2013 January 01 – December 31
 C = 2014 January 01 – December 31
 D = 2015 January 01 – December 31

Pay Band	Classification	Effec.	Level 1	Level 2	Level 3
		Date			
11	Bylaw Enforcement Officer	A	32.71	33.93	35.22
	Infrastructure Engineering Technologist	B	33.12	34.35	35.66
	Recreation Planning & Marketing Coordinator	C	33.70	34.95	36.28
		D	34.37	35.65	37.01
12	Bylaw Project Coordinator	A	33.93	35.22	36.53
	Development Services Coordinator	B	34.35	35.66	36.99
	Engineering & Project Coordinator	C	34.95	36.28	37.64
	Environmental Technician	D	35.65	37.01	38.39
	Transportation & Engineering Technologist Water Quality Technician				
13	Head, Technical Services & Systems Librarian	A	35.22	36.53	37.89
	IT Administrator	B	35.66	36.99	38.36
	Purchasing Supervisor	C	36.28	37.64	39.03
	Senior Accountant	D	37.01	38.39	39.81
	Webmaster				
14	Head, Adult Services, Librarian	A	36.53	37.89	39.33
	Head, Youth Services, Librarian	B	36.99	38.36	39.82
	Trades Inspector	C	37.64	39.03	40.52
		D	38.39	39.81	41.33
15	Communications Advisor	A	37.89	39.33	40.79
	Corporate Information Analyst	B	38.36	39.82	41.30
	Senior Trades Inspector	C	39.03	40.52	42.02
		D	39.81	41.33	42.86
16	Finance Supervisor	A	39.33	40.79	42.33
	Planner	B	39.82	41.30	42.86
	Supervisor, Engineering Services	C	40.52	42.02	43.61
		D	41.33	42.86	44.48
17		A	40.79	42.33	43.92
		B	41.30	42.86	44.47
		C	42.02	43.61	45.25
		D	42.86	44.48	46.16

SCHEDULE "A" (cont'd)

Key: A = 2012 January 01 – December 31
 B = 2013 January 01 – December 31
 C = 2014 January 01 – December 31
 D = 2015 January 01 – December 31

<u>Pay Band</u>	<u>Classification</u>	<u>Effec.</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
		<u>Date</u>			
18		A	42.33	43.92	45.56
		B	42.86	44.47	46.13
		C	43.61	45.25	46.94
		D	44.48	46.16	47.88

Notes:

- ◆ Employees of these classes work a 40-hour week.

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

Increments:

Eligibility for advancement from one step (increment) to the next is as outlined in Article 6, Section 1.

SCHEDULE "A-1"HOURLY RATES

Effective 2012 January 01 – 2015 December 31

Key: A = 2012 January 01 – December 31
 B = 2013 January 01 – December 31
 C = 2014 January 01 – December 31
 D = 2015 January 01 – December 31

<u>Hourly Band</u>	<u>Classification</u>	<u>Effec. Date</u>	<u>Level 1</u>
H1	Shelver	A	18.18
		B	18.41
		C	18.73
		D	19.10
H2		A	18.86
		B	19.10
		C	19.43
		D	19.82
H3	Cashier Childcare Leader	A	19.57
		B	19.81
		C	20.16
		D	20.56
H4	Recreation Attendant	A	20.31
		B	20.56
		C	20.92
		D	21.34
H5	Playground Leader	A	21.08
		B	21.34
		C	21.71
		D	22.14
H6		A	21.86
		B	22.13
		C	22.52
		D	22.97

SCHEDULE "A-1" (cont'd)

Key: A = 2012 January 01 – December 31
 B = 2013 January 01 – December 31
 C = 2014 January 01 – December 31
 D = 2015 January 01 – December 31

<u>Hourly Band</u>	<u>Classification</u>	<u>Effec. Date</u>	<u>Level 1</u>
H7	Recreation Leader I Weight Room Attendant Youth Leader I	A	22.68
		B	22.96
		C	23.36
		D	23.83
H8	Youth Leader II	A	23.51
		B	23.80
		C	24.22
		D	24.70
H9		A	24.40
		B	24.71
		C	25.14
		D	25.64
H10		A	25.33
		B	25.65
		C	26.10
		D	26.62
H11	Recreation Leader II	A	26.26
		B	26.59
		C	27.06
		D	27.60
H12		A	27.25
		B	27.59
		C	28.07
		D	28.63

SCHEDULE "B"

The following positions are specifically excluded from the Agreement:

CITY MANAGER
CITY CLERK
DEPUTY CITY CLERK
DIRECTOR OF ENGINEERING & OPERATIONS
DEPUTY DIRECTOR OF FINANCE & IT
DIRECTOR OF COMMUNITY SERVICES
DIRECTOR OF CORPORATE SERVICES
DIRECTOR OF PLANNING & DEVELOPMENT SERVICES
DIRECTOR OF LIBRARY SERVICES
DEPUTY DIRECTOR OF LIBRARY SERVICES
FIRE CHIEF
DEPUTY FIRE CHIEF
EXECUTIVE ASSISTANT TO MAYOR & COUNCIL
EXECUTIVE ASSISTANT TO THE CITY MANAGER
EMPLOYEES COVERED BY CUPE - LOCAL 825 (Outside)
EMPLOYEES COVERED BY THE IAFF LOCAL 2399
LEGISLATIVE SERVICES ADVISOR
MANAGER OF BUILDING, BY-LAW AND LICENSING SERVICES
MANAGER OF COMMUNITY PLANNING
MANAGER OF CULTURAL SERVICES
MANAGER OF HUMAN RESOURCES
MANAGER OF EMPLOYEE RELATIONS & DEVELOPMENT
MANAGER OF OCCUPATIONAL HEALTH & SAFETY
HUMAN RESOURCES OFFICE COORDINATOR
MANAGER OF INFORMATION TECHNOLOGY
MANAGER OF OPERATIONS
MANAGER OF PARKS & ENVIRONMENTAL SERVICES
MANAGER OF PAYROLL & BENEFITS
MANAGER OF RECREATION SERVICES & FACILITIES
MANAGER OF REVENUE & TAXATION
PROJECT ENGINEER

SCHEDULE "C"PROVISIONS APPLICABLE TO AUXILIARY EMPLOYEES

Definition of Auxiliary Employee - any employee who, under this Agreement, is not classified as Regular Full-Time Employee, Temporary Full-Time Employee, Regular Part-Time Employee.

HOURS OF WORK:

Normal daily and weekly hours shall be deemed to be seven (7) and thirty-five (35) respectively for all Auxiliary Employees.

SHIFT DIFFERENTIAL:

No shift differential premiums will be paid to Auxiliary Employees unless they are relieving full-time employees on shifts that would otherwise carry such premiums.

OVERTIME:Regular Hours - Auxiliary Employees

Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a 7-day week basis, shall be permitted to work at straight time rates for up to seven (7) hours per day on any five (5) days during a work week (which for the purposes of this clause shall be deemed to commence at 00:01 h on Sunday morning and to end at 23:59 h on the immediately following Saturday).

Overtime Rates - Auxiliary Employees

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

- (1) Time and one-half for the first two (2) hours worked in excess of the normal daily hours in a day;
- (2) Two times (2X) for hours worked beyond two (2) in excess of the normal daily hours in a day;
- (3) In any case where an employee has already performed work on five (5) days during the week, time and one-half (1½X) for any hours worked prior to 12:00 h on the sixth day of work in that week, two times (2X) for hours worked after 12:00 h on the sixth day, and two times (2X) for all hours worked on the seventh day of work in that week.

DAILY GUARANTEE - AUXILIARY EMPLOYEES:

- (a) Subject to the provisions of paragraph (c) an employee reporting for a scheduled shift on the call of the Employer, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours' pay at the regular hourly rate.
- (b) Subject to the provisions of paragraph (c) an employee other than a school student on a school day who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four (4) hours' pay at the regular hourly rate.
- (c) In any case where an employee (i) reports for a regular shift but refuses to commence work or (ii) commences work but refuses to continue working, the employee shall not be entitled to receive the minimum pay set forth in paragraphs (a) and (b).

SENIORITY - AUXILIARY EMPLOYEES:

A Seniority pool will be established for Auxiliary Employees. Access to each Auxiliary Seniority Pool will be extended to all Auxiliary Employees as follows:

- (a) All Auxiliary Employees who were employed during 1980, will be credited with the total number of hours which they worked for the Employer during 1980, and all Auxiliary Employees who were employed during 1979, and who worked 900 hours or more for the Employer during 1979, will be credited with the total number of hours which they worked for the Employer during 1979.
- (b) As soon as an Auxiliary Employee has worked 1,200 hours within two consecutive calendar years, such employee will gain entry onto the Auxiliary Seniority List, and will be deemed to possess seniority.
- (c) Upon gaining entry onto the Auxiliary Seniority List, an employee will be credited with the number of hours worked in any class of positions, and will hold class seniority* in any such class accordingly.
- (d) An employee who has gained entry onto the Auxiliary Seniority List, will continue to accumulate class seniority in any class in which the employee works in accordance with the number of hours worked in a position within such class.
- (e) An Auxiliary Employee's seniority will be lost as the result of a break in service with the Employer which exceeds one year.

* Definition - "Class Seniority" shall mean the date of appointment in writing to a position class.

- (f) Where pay ranges exist, eligibility for advancement for one step to the next (increment) shall be based on the number of hours served by a Regular Full-Time Employee for such eligibility.
- (g) Auxiliary class seniority is to be exercised departmentally with the exception of the Parks and Recreation Department where class seniority is to be exercised within the following Divisions:
- Parks Operation
 - Arena and Curling Rinks
 - Community Centres
- (h) In the event of a layoff of Auxiliary Employees within a class, those employees who have the greatest seniority within the class shall be the last ones laid off.
- (i) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall notify Auxiliary Employees, who have acquired seniority rights, and who are to be laid off, at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, the employee shall be paid for those days for which work was not made available.
- (j) Other than as might be provided for pursuant to the terms of paragraph (h) herein, no Auxiliary Employee shall have the right to bump another employee after having been laid off.
- (k) An Auxiliary Employee having class seniority, and having been laid off, must, if the employee wishes to be considered for future Auxiliary employment, elect to register with the Employer for future Auxiliary employment in which case the employee will be given preference in hiring for future vacancies within various classes on the basis of the employee's class seniority.
- (l) Registration for future Auxiliary employment will be made upon a standard form which will be signed and dated by the applicant and which will state the classes within which the applicant would be willing to accept a position. The completed form will be signed and dated by an authorized representative of the Employer and both the applicant and the Union will be provided with a copy by way of receipt.
- (m) When an Auxiliary Employee who has attained class seniority, who has been laid off and who has registered for future Auxiliary employment, also registers a desire to be taken into consideration for Auxiliary work in a class for which the employee does not possess class seniority, the employee shall be taken into consideration for appointment to a position with such new class on the basis of the employee's skills, knowledge and ability, and in any case where there is no registered applicant possessing seniority in the new class in question, and where such employee's skills, knowledge and ability are sufficient so as to render the employee qualified, then

- (i) if the Auxiliary Employee is the only registered and qualified applicant, such employee shall be appointed to the said position.
- (ii) if the Auxiliary Employee is one of several registered and qualified applicants, the appointment to the said position shall be based on their relative skills, knowledge and ability, and if their skills, knowledge and ability are considered to be equal, then the registered and qualified applicant possessing the greatest total Auxiliary seniority with the Employer shall be appointed.

PUBLIC HOLIDAYS - AUXILIARY EMPLOYEES

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

BENEFITS - AUXILIARY EMPLOYEES

Auxiliary Employees will be entitled to twelve percent (12%) of regular earnings which premium payment shall be considered to be in lieu of all benefits including those providing time off with pay such as bereavement leave, except that those employees who have acquired Auxiliary seniority, shall become entitled to sixteen percent (16%) in lieu of twelve percent (12%).

SCHEDULE "D"EMPLOYMENT STANDARDS ACT PRINCIPLES

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

- (1) That, except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout and non-standard work week provisions) employees shall have not less than eight (8) consecutive hours free from work between each shift worked and not less than thirty-two (32) consecutive hours free from work between each week. Where an employee is required to work within the eight (8) or thirty-two (32) hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.
- (2) That where an employee works a split shift, the shift shall be completed within twelve (12) hours of commencing such shift.
- (3) The eating period provided under the "Hours of Work" provision of the Agreement shall be scheduled so as to prevent an employee from working more than five (5) consecutive hours without an eating period. Commencing one (1) month following 1984 July 09 Regular Part-Time and Auxiliary Employees shall not work more than five (5) consecutive hours without an unpaid eating period.

SCHEDULE "E"1994-1996 NEGOTIATIONSShift Work

Pursuant to Local item 1 of the 1994-1996 Memorandum of Agreement dated 1995 March 13, the change in shift premium application that was effective on 1995 April 26 shall not apply to the following employees and instead shift premium shall apply in calculating overtime, vacation pay, sick leave, holidays and other fringe benefits. The increases to seventy cents (70¢) and seventy-five cents (75¢) are applicable to these employees.

L. Davidson
D. Cook

1997-1999 NEGOTIATIONS

The following is item 5 from the 1997-1999 Memorandum of Agreement dated 1997 September 16:

5. Meal Allowances

Effective 1997 September 22, any practice associated with reimbursing meal expenses during Overtime and Call-Outs for Inside employees shall cease.

2007-2010 NEGOTIATIONS1. Joint Committee – Telecommuting

The Employer and the Union agree to establish a joint committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer to discuss the issue of telecommuting.

2. Joint Committee – Retiree Benefits

The Employer and the Union agree to establish a joint committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer to develop recommendations to be forwarded to appropriate outside parties and to investigate the feasibility of special agreements.

2012-2015 NEGOTIATIONS

The following two items are from the 2012-2015 Memorandum of Agreement dated 2012 December 06:

17. Schedule "H" – Letter of Understanding (5-5-4)

The Employer and the Union agree to establish a joint committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer to review the Letter of Understanding on the 5-5-4 Work Week to determine whether there are mutually agreeable changes that could be made to the Letter of Understanding.

- 18.(i) The Employer and the Union agree to establish a committee of one (1) Employer representative and one (1) Union representative to review Letters of Understanding to determine whether the LOUs are still operative and to ensure job titles in the LOUs are correct.

SCHEDULE "F"

LETTER OF UNDERSTANDING

between the

CITY OF PORT MOODY
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 Inside
(hereinafter called "the Union")

HOURS OF WORK

Where the Employer wishes to change the hours of work (which includes work week), of an employee or a position, in a manner not already provided for within the terms of the Collective Agreement or as otherwise agreed by the parties, the following shall apply:

1. The Employer shall provide the Union with no less than thirty (30) calendar days' written notice of the intended change, the names of the position(s) and incumbent(s) impacted, the reason(s) for the change and duration, and provide an opportunity to meet within the thirty (30) days of the Union receiving the written notification in order to discuss the proposed change(s).
2. The Union will provide a written response within thirty (30) calendar days of the meeting which shall include primary reasons for withholding their consent.
3. Where there is no mutual agreement, the matter may be referred within twenty (20) calendar days of receiving the Union's response to an Hours of Work Umpire who shall convene a hearing for a final and binding decision at any time, but no later than twenty (20) calendar days from the date the Employer referred the matter to the Umpire. No change to the hours of work shall be implemented until such time as the Umpire has reached a decision and notified both parties in writing. It shall be the Employer's responsibility for establishing the rationale for the change in hours of work.
4. The cost of the Umpire, the cost of meeting room, and leave without loss of pay for up to three (3) employees to attend the hearing shall be borne by the Employer.
5. The Hours of Work Umpire shall evaluate whether the Union has been unreasonable in denying the Employer's request after considering the Employer's rationale for the proposal, the impact on the personal and family needs of any affected incumbent(s), and the Union's rationale for denying the request.

- 6. Decisions of the Umpire shall not be precedent setting and shall be made within fourteen (14) calendar days of the matter being heard.
- 7. The Hours of Work Umpire shall be selected from the following list on a rotating basis. Should an Umpire not be available or indicate they will not be able to meet the time limit, the next name on the list shall be selected.

Rod Germaine	Colin Taylor
David McPhillips	John Thorne
- 8. Employees who are affected by an hours of work change under this Letter of Understanding shall be offered the amended work shifts on the basis of seniority (high to low) provided they are qualified to perform the work. In the event there are insufficient employees who agree to accept the work shifts, the Employer shall assign the work in reverse order of seniority (low to high) to employees qualified to perform the work.
- 9. The parties agree that the Shift Premium provision applies seven (7) days a week.
- 10. The Employer and the Union agree that procedures under this Letter of Understanding do not relate to a "difference" within the meaning of Section 104(1) of the Labour Relations Code.

SIGNED this 31st day of March, 1995.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

"L.T. Harrington"

"M. Wahl"

"Malcolm Graham"

"Neil M. Bradbury"

SCHEDULE "G"SUPPLEMENTARY VACATION
(referred to in Article 9, Section 2)Explanation of the Table

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

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

Example: An employee hired in 1997 is in the eleventh (11th) calendar year during 2007. The employee in 2007 will be credited with five (5) supplementary working days which may be taken at any time between 2007 and 2011. In 2012 the employee will be credited with a further five (5) supplementary working days, etc.

*Entitlement in working days is based upon a five-day work week.

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2007 TO 2016 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
2015	--	--	--	--	--	--	--	--	--	15/-
2014	--	--	--	--	--	--	--	--	15/-	15/-
2013	--	--	--	--	--	--	--	15/-	15/-	15/-
2012	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2011	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
2010	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
2009	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2008	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2007	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2006	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
2005	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
2004	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
2003	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
2002	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
2001	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
2000	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
1999	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
1998	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
1997	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
1996	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
1995	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
1994	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
1993	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
1992	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
1991	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
1990	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
1989	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
1988	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
1987	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1986	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1985	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1984	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1983	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1982	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1981	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1980	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1979	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1978	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1977	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-

SCHEDULE "H"LETTER OF UNDERSTANDING

CITY OF PORT MOODY
(hereafter referred to as "the Employer")

and

CUPE 825
(hereafter referred to as "the Union")

The parties have agreed to a compressed hours schedule effective January 25, 2006.

These arrangements will not result in a direct cost or savings to the Employer.

Nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement, except as specifically provided herein:

Definition

"5-5-4 schedule" - working 14 – 7½ hour days in a three week schedule with the 15th day off.

"Compressed hours" - defined as extra ½ hour worked beyond an employee's regular 7 hours.

"Compressed day" - accumulation of 7 hours for a full day off.

Guidelines

1. All CUPE Local 825 Inside Regular Full-Time and Temporary Full-Time (those assigned to work over and beyond one compressed 3 week cycle) Employees working at City Hall shall work a 5-5-4 work schedule, except as noted elsewhere in this document. An employee will be paid 35 hours weekly under this arrangement.
2. The full-time positions of Administrative Assistant, Fire Department, Administrative Assistant, Recreation & Facilities and the Recreation Clerk, Kyle Centre will participate. Other positions may be eligible based on an employer driven operational requirement.
3. For those that have flexible hours under a separate letter of understanding, any agreement to participate in the 5-5-4 schedule will be between the Department Head (or their designate) and the employee.
4. The 5-5-4 work schedule will be examined in the event a new position is included in the bargaining unit and the operational impacts of this arrangement will be considered with CUPE Local 825 and may result in a revision to this Letter of Understanding.

SCHEDULE "H" (cont'd)

5. Scheduling of the 5-5-4 work schedule will be the responsibility of each Department Head or their designate. The City will strive to schedule days off on a Monday or Friday, but it may be necessary in some cases to schedule days off other than Monday or Friday depending on operational requirements.
6. Department Heads or their designate will be responsible for the documentation of both negative and positive impacts of the schedule related to staffing, overtime, service delivery and public reaction.
7. At the sole discretion of the Department Head, due to volume of work, seasonal work requirements, vacation periods, and/or in the case of emergency or any other unplanned circumstance, employees may be called in and be required to work their scheduled "compressed" day for which they will receive another "compressed" day within the same or subsequent three week period. This will not result in an overtime cost to the Department, if operationally feasible.
8. It is expected that banked "compressed" days will be taken within the 5-5-4 work period. In the event that there are accumulated "compressed" hours at the end of the 5-5-4 schedule period, the prior approval of the Department Head will be required to take the compressed time off during the next 5-5-4 work period.
9. Department Heads retain the right to temporarily suspend the compressed work week schedule in their Department during peak business periods such as tax time and year-end or unplanned events such as extended absences. When temporary suspension is necessary, the Department Head will provide 5 days' notice.
10. The additional ½ hour regular time worked, above 7 hours, will be recorded in a compressed hours bank and compressed hours will be drawn from the bank based on an employee's current rate of pay. In the event that due to an employee taking sick leave, WCB, statutory holidays or vacation time in a three-week period and there is insufficient "compressed" hours accumulated in the bank to provide for a full 7 hour "compressed" day, employees will be allowed to defer their compressed day and reschedule it within the same or following 5-5-4 compressed cycle. Taking any "compressed" time may be declined by the employee for the cycle. provided the employee's supervisor has been advised of the employee's wish to cancel. Alternatively, the scheduled compressed day may be taken with any deficit hours to be drawn first from an employee's vacation credits, secondly, from banked overtime, or lastly will be processed as leave of absence without pay for the deficit hours. Note: deficit hours taken without pay are not eligible as pensionable service.

The maximum allowable "compressed" hours in an employee's bank cannot exceed 14 hours. Maximum allowable banked hours per day will be 1 hour. Maximum allowable banked hours per week will be 4 hours.

11. The extra ½ hour of "compressed" time may only be banked following a full 7 hour work day. Exceptions to this are Doctor/Dentist visits and Mourner's Leave.

SCHEDULE "H" (cont'd)

12. Any paid leaves such as vacation, WCB, statutory holidays or sick leave taken during 5-5-4 periods will be based on a 7 hour day.
13. In the event sickness begins on prescheduled "compressed" day, no sick leave benefits will be paid.
14. An employee will not receive acting pay for acting in a senior capacity while backfilling as a result of the 5-5-4 schedule. Time worked while acting in a senior capacity under regular circumstances will be based on a 7 hour day.
15. For the purpose of overtime and shift differential, the regular work day will be considered to be 7½ hours.
16. No requests for reclassifications will be accepted based on reasons connected to the 5-5-4 work schedule.
17. There will be no rescheduling of regular "compressed" days in order to receive compensation for City sponsored conferences, seminars or training. Any exception to this will be at the discretion of the Department Head.
18. Employees using City vehicles, will not be permitted to take vehicles home on their "compressed" day.
19. Neither CUPE Local 825 nor staff will make representation to Council nor will the City make representations to staff other than to the Flexible Hours Committee concerning either continuation, modification or cancellation of the compressed work week unless formal notice of cancellation has been received, or the Letter of Understanding has expired.
20. In the event that a further agreement is developed between the parties to extend this arrangement past year end, there will be no more than 14 hours' carry over of any "compressed" hours. They must be taken as time off or otherwise lost.
21. It is mutually agreed and understood that any adjustments required from a 5 day week to a 5-5-4 work schedule will neither add any additional salary and benefits cost to the City nor result in any reduction in the salary and benefits received by individual employees.
22. City Hall hours of operation will be 8:30 to 5:00.

SCHEDULE "H" (cont'd)

SIGNED on behalf of the City of Port Moody

SIGNED on behalf of CUPE Local 825

"Giuseppe Trasolini"

"M. Wahl"

Signature

Signature

Feb. 12/09

Feb. 12/09

Date

Date

Amended during drafting of the 2007-10 Collective Agreement.

Note: This is not part of the Collective Agreement and is attached hereto for reference only.

City of Port Moody
P.O. Box 36
Port Moody, BC
V3H 3E1

August 14, 1997

Dear Ms. Wahl:

Re: Health and Welfare Benefit Coverage

This is to confirm that the health and welfare benefit coverage will not be reduced without prior agreement between the Employer and the Union.

Yours truly,

“R.W. Campbell”

Ron Campbell
City Administrator