

2012 – 2015

COLLECTIVE AGREEMENT

between the

CITY OF RICHMOND

and the

RICHMOND CIVIC EMPLOYEES' UNION, LOCAL 718

INDEX (cont'd)

CLAUSE PAGE

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I N D E X

CLAUSE PAGE

1.	TERM OF AGREEMENT.....	1
2.	UNION SECURITY	2
3.	EMPLOYEE DEFINITIONS	2
4.	REMUNERATION.....	3
	4.1 Daily Guarantee	3
5.	HOURS OF WORK AND WORK WEEK	4
6.	SHIFT PREMIUMS.....	5
7.	OVERTIME.....	5
	7.1 Compensating Time Off	5
8.	CALLOUT	6
9.	STANDBY	7
10.	MEAL BREAKS	8
11.	FIRST AID PREMIUMS.....	8
12.	VACATIONS	9
	12.2 Vacation Pay	10
	12.3 Supplementary Vacation.....	10
	12.4 Deferred Vacations	11
	12.5 Early Retirement	11
13.	PUBLIC HOLIDAYS.....	11
14.	EMPLOYEE BENEFITS.....	13
	14.1 Medical Services Plan.....	14
	14.2 Extended Health Benefits	14
	14.3 Dental Plan.....	15
	14.4 Group Life Insurance	15
	14.5 Same Sex Benefit Coverage.....	16
	14.6 Sick Leave.....	16
	14.7 Gratuity Pay	16

INDEX (cont'd)

<u>CLAUSE</u>	<u>PAGE</u>
14.8 Workers' Compensation	17
14.9 Superannuation	18
14.10 Employment Insurance	18
14.11 Separation Trust Fund.....	18
15. WORKING CONDITIONS.....	19
15.1 Probationary Period	19
15.2 Regular Seniority Pool.....	19
15.3 Filling Vacancies	19
15.4 Promotional Policy.....	20
15.5 Trial Period	20
15.6 Rights of Employees Promoted Out of the Bargaining Unit	20
15.7 Pay for Acting in a Senior Capacity	21
15.8 Layoff.....	21
15.9 Recall	21
15.10 Leave of Absence - Union Officials	22
15.11 Bereavement Leave.....	23
15.12 Family Leave	24
15.13 Jury Duty and Witness Fees.....	25
15.14 Maternity and Parental Leave	25
15.15 Individual Rights Protection	28
16. PROTECTIVE CLOTHING.....	29
16.1 Coveralls	29
16.2 Lifeguard Clothing.....	29
17. GRIEVANCE PROCEDURE.....	29
17.1 Wrongful Dismissal	30
18. GENERAL.....	30
19. CAR ALLOWANCE.....	30
20. CLASSIFICATION AND EVALUATION OF POSITIONS.....	30
21. TECHNOLOGICAL CHANGE	31
22. INTERPRETATION.....	32
23. CHANGES AFFECTING THE AGREEMENT	32
24. LABOUR/MANAGEMENT COMMITTEE	32
25. OCCUPATIONAL HEALTH AND SAFETY COMMITTEE.....	32
26. MISCELLANEOUS ITEMS	32
SCHEDULE "A"	33
Hourly Rates	33

INDEX (cont'd)

<u>CLAUSE</u>	<u>PAGE</u>
Classification Titles	38
SCHEDULE "B"	47
Temporary And Auxiliary Employees	47
SCHEDULE "C"	52
Compressed Work Week Formula	52
APPENDIX "A" Principles Governing the Conversion of Employee Fringe Benefits in Cases of Introduction or Renewal of Compressed Work Weeks	53
SCHEDULE "D"	55
Regular and Supplementary Vacations Table	55
SCHEDULE "E"	57
Employment Standards Act Principles	57
LETTERS OF AGREEMENT	58
Letter of Agreement #1	59
Letter of Agreement #2	60
Letter of Agreement #3	61
Letter of Agreement #4	62
Letter of Agreement #5	64
Letter of Agreement #6	67
Letter of Agreement #7	68
Letter of Agreement #8	69
Letter of Agreement #9	73
Letter of Agreement #10	74

THIS AGREEMENT BETWEEN:

THE CITY OF RICHMOND
(hereinafter called the "Employer")

OF THE FIRST PART

AND: **RICHMOND CIVIC EMPLOYEES' UNION, LOCAL 718**
(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS the Employer is an employer within the meaning of the "Labour Relations Code" of British Columbia.

AND WHEREAS the Union is the sole bargaining authority for that group of employees known generally as "Inside Employees".

NOW THEREFORE this Agreement witnesseth that it is hereby agreed between the parties hereto as follows:

1. TERM OF AGREEMENT

- 1.1 This Agreement shall be for a term of five (5) years with effect from 2012 January 01 to 2015 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this Agreement shall continue in full force and effect, and, except with respect to changes to rates of pay made pursuant to the Job Evaluation Agreement between the parties et al., neither party shall make any change or alter the terms of this Agreement until
- (a) The Union can lawfully strike in accordance with the provisions of Part 5 of the Labour Relations Code; or
 - (b) The Employer can lawfully lock out in accordance with the provisions of Part 5 of the Labour Relations Code; or
 - (c) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever is the earliest.

- 1.2 The operation of sub-sections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from, and shall not be applicable to this Agreement.

2. UNION SECURITY

- (a) All present employees who are now members of the Union shall remain members of the Union. All persons employed shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union Dues that all other members of the Union are required to pay to the Union.
- (b) It is agreed that all employees covered by this Agreement shall pay an initiation fee and a bi-weekly fee to the Union equal to the Union's bi-weekly dues; such payment to be made by payroll deduction. Deductions shall be made in respect of all subsequent pay periods, provided the employee works any part of the pay period. The Human Resources Department of the Employer will acquire the signature of new employees on Union Application for Membership and Dues Deduction Authorization Cards at the same time as the employee signs the various Human Resources forms. These arrangements shall remain in effect for so long as the Union remains the recognized bargaining authority.

3. EMPLOYEE DEFINITIONS

A Regular Full-Time Employee is an employee who is employed on a full-time basis of 35, 37½, 40 or such other number of weekly hours as is recognized in the Collective Agreement as normal for a particular class of positions, for an indefinite period of time.

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.

4. REMUNERATION

- (a) The scale of remuneration set out in Schedule "A" shall apply during the term of this Agreement. The employer has discretion to place new employees at the appropriate step of the wage scale (Schedule A) for a position based on its sole assessment of the skills, knowledge, and ability the applicant brings to the position as of the date of hire.

Any changes in salary rates as outlined in Schedule "A", or changes in job classification, or, if it becomes necessary to engage an employee in a class not provided for in Schedule "A", the salary to be paid shall be determined in accordance with the procedure set forth in the Job Evaluation Agreement.

- (b) Pay periods shall be every second Friday. In the event of a holiday falling on that day, the day previous to such holiday shall be the pay day. Employees shall be paid by direct deposit.
- (c) Individual pay adjustments arising from periodic increments, reclassifications, revaluations and promotions (but not acting in a higher capacity) are to commence at the beginning of the bi-weekly pay period the first day of which is nearest the calendar date of the pay adjustment.
- (d) The hourly rates set forth in Schedule "A" shall be the basis for the application of any general salary increases.

4.1 Daily Guarantee

- (a) Subject to the provisions of paragraph (c), an employee reporting for the employee's scheduled shift on the call of the Employer, shall receive the regular hourly rate of pay for the entire period spent at work, with a minimum of two 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 the employee's scheduled shift, shall receive the 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 their 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 paragraphs (a) and (b).

5. HOURS OF WORK AND WORK WEEK

- (a) The hours of work for inside employees shall be as follows; Municipal Offices:- 8:15 a.m. to 5:00 p.m., Monday through Friday. Where necessary, certain employees may be required to commence work at 8:00 a.m. at the discretion of the Department Head. In any event, no employee shall be required to work more than $7\frac{3}{4}$ hours.

One (1) hour shall be allowed for lunch, with staggered office hours so that offices remain open during the full day, with a rest period of ten (10) minutes, morning and afternoon.

- (b) Where an employee is required to work a shift other than Monday to Friday, such shift shall be five (5) consecutive working days, followed by two (2) consecutive days off.

Employees shall work five (5) days with two (2) consecutive days off except when required to change work weeks.

- (c) Arena personnel, seven and one-half ($7\frac{1}{2}$) hours per day with one (1) hour for lunch.

- (d) Counter Clerk - Police: Coverage required seven (7) days per week, as per mutually agreed schedule of working hours.

- (e) Dispatcher Clerks' hours, eight (8) hours per day.

12:00 midnight to 8:00 a.m.

8:00 a.m. to 4:30 p.m. (one-half ($\frac{1}{2}$) hour lunch period, Monday to Friday inclusive)

8:00 a.m. to 4:00 p.m. (Saturday, Sunday and holidays)

4:00 p.m. to 12:00 midnight

- (f) In the event, an employee is required to work a shift other than regular day shift and where less than fifteen (15) clear hours elapse prior to cessation of work on the regular day shift and the commencement of work on the special shift, or where less than fifteen (15) hours elapse between the ending of the special shift and commencement of work on the regular shift, then such employee shall be paid double time until the fifteen (15) hours have elapsed.

- (g) Where a shift other than regular day shift is instituted, the shift shall be not less than seven (7) hours nor more than eight (8) hours, whichever are the normal and usual hours the employee affected is employed, and shall be consecutive hours in a twenty-four (24) hour period following the commencement of such shift. Overtime rates shall apply when the employee works overtime within that twenty-four (24) hour period.

6. SHIFT PREMIUMS

- (a) Except as otherwise noted in the Agreement, all employees shall be paid a shift differential of one dollar (\$1.00) for those hours of a regular shift worked between the hours of 6:00 p.m. and 6:00 a.m.

7. OVERTIME

- (a) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid at overtime rates for all overtime worked:
 - (i) immediately following the employee's regular shift;
 - (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous shift;
 - (iii) at any other time than at the times set forth in items (a)(i) or (a)(ii) of this Clause 7(a) consequent upon an oral or written notice given prior to the end of the employee's previous shift except as otherwise provided in Clause 13.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for overtime work at the following overtime rates:
 - (i) time and one-half the regular rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day;
 - (ii) double the regular rate of pay for all overtime in excess of the first two (2) hours worked immediately preceding or immediately following an employee's regular shift on any regular working day;
 - (iii) double the regular rate of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of Clause 7(b). Employees shall be paid a minimum of one and one-half (1½) hours at double time for overtime worked pursuant to this paragraph (b)(iii).

7.1 Compensating Time Off

- (a) When employees are required to work overtime, they elect at the time of working such overtime, whether to be paid for it or to receive compensating time in lieu.

Notwithstanding the aforementioned, if any overtime payment is earned as a result of work performed for which the City has initiated a Provincial Emergency Program (PEP) task number, the employee must receive payment for such work. Should an actual PEP claim not be submitted or not be approved, a regular full time employee may have the process reversed for that incident; that is, the employee must reimburse the City for the full amount of the overtime payment in exchange for compensating time in lieu. Reversal will occur only if written authorization of such action is provided to Payroll by the employee within the

payroll period immediately following the date notice is provided to the employee such claim has not been submitted or not approved.

- (b) An employee who elects to receive compensating time off, shall be credited with compensating time off equivalent to the number of hours which would have been paid for the overtime worked, and, subject to an employee's request to be granted compensating time off being approved by the employee's department head (or delegate), such employee shall be granted any portion of the compensating time off credit at the pay rate or rates in effect at the time the overtime in question was worked.
- (c) All compensating time off credited during a particular calendar year but which has not been granted to an employee by March 31st of the immediately following year shall be paid in cash at that time at the pay rate or rates in effect at the time the overtime in question was worked. An employee may request in January that all or part of their Compensating Time Off be paid in cash by February.

8. CALLOUT

- (a) Callout is to be defined as being called back to work at any time following completion of a Regular Full-Time Employee's or a Temporary Full-Time Employee's regular shift except when pre-scheduled by notice provided prior to the end of the employee's previous regular shift which is defined as overtime in Clause 7.
- (b) A Regular Full-Time Employee or Temporary Full-Time Employee who is called back to work shall be paid double time for the time actually worked plus one (1) hour's allowance for traveling to and from home, with a minimum of three (3) hours' pay at double the rate of pay. (The minimum includes one (1) hour for traveling time.)
- (c) If additional calls are made upon the Regular Full-Time Employee or Temporary Full-Time Employee prior to the expiry of the three (3) hour period or prior to arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours minimum, but the employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for traveling to and from home. If two separate callouts are completed within a three (3) hour period, the minimum payment shall be four (4) hours at double the rate of pay. (The minimum includes two (2) hours for traveling time.)
- (d) Notwithstanding the callout minimum, an employee who is at the work place prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.

(e) Receipt of After-Hours Telephone Calls:

- (i) An employee who has been authorized by the Employer to receive a telephone call and/or a page while off duty, and is able to deal with the problem over the telephone or by computer and does not have to report to a worksite, the employee shall be paid one (1) hour pay at double the employee's regular rate of pay. Multiple telephone calls/pages within a one (1) hour period will be treated as one (1) event for the purpose of pay. Consecutive events lasting more than one (1) hour will be paid for actual time worked. An employee will not be eligible for this form of callout should a return to the worksite callout (Article 8(a) above) result from the issue being discussed. The Employer will produce a list of employees authorized to get calls while off duty and not on standby.
- (ii) Notwithstanding Article 8 (e) (i) above, employees in receipt of stand-by pay as per Article 9 are eligible for this form of callout on a modified basis because of the expectation of problems to be relayed by telephone calls/pages. Employees who are able to deal with the problem over the telephone or by computer shall be paid one-half hour pay at double the employee's regular rate. Multiple telephone calls/pages within a one (1) hour period will be treated as one (1) event for the purpose of pay and consecutive events lasting more than one hour will be paid for actual time worked. An employee will not be eligible for this form of callout should a return to the worksite callout (Article 8(a) above) result from the issue being discussed.

9. STANDBY

- (a) Employees who are required to stand by between the end of the normal day shift on the first day of work in a week (excluding public holidays) until the beginning of normal day shift on the last day of work in a week shall be paid one hour's pay for each period of eight (8) hours standing by, in addition to callout pay as earned;
- (b) For all standby on public holidays, and weekends, one hour's pay for each period of six (6) hours standing by, in addition to callout pay as earned.
- (c) Where a period of standby exceeds an exact multiple of six (6) or eight (8) hours as the case may be, the balance shall be paid as follows:
 - (i) one-half ($\frac{1}{2}$) hour standby pay for periods of half or less than half of the full period;
 - (ii) one (1) hour standby pay for periods of more than half of the full period;
- (d) All standby will be paid for at the employee's regular straight time rate of pay.

10. MEAL BREAKS

- (a) Employees shall receive meal break provisions as follows:
- (i) During Overtime
Upon completion of two (2) continuous hours of overtime work immediately preceding or immediately following an employee's regular shift, the employee becomes entitled to a paid meal break of a one-half (½) hour which the Employer may permit to be started at any time within the two (2) hour period but, except in an emergency, no later than the end of two (2) hours.
 - (ii) During Callouts and Pre-Scheduled Overtime
Upon completion of three and one-half (3½) continuous hours of callout work or pre-scheduled overtime work, an employee becomes entitled to a paid meal break of a one-half (½) hour which the Employer may permit to be started at any time within the three and one-half (3½) hour period but, except in an emergency, no later than the end of the three and one-half (3½) hours.
 - (iii) During Overtime, Callouts and Pre-scheduled Overtime
Upon the completion of each succeeding three and one-half (3½) continuous hours of callout work or overtime work, the employee shall be given another paid meal break of one-half (½) hour which, except in an emergency, shall be taken at the end of each three and one-half (3½) hour work period.
- (b) For each meal break given to an employee under Clause 10(a)(i), (ii), or (iii) the employee shall be paid one-half (½) hour of pay at double the employee's regular rate of pay.
- (c) Where by reason of an emergency it is not feasible to give a meal break at the designated time under Clause 10(a)(i), (ii), or (iii), it shall be taken as soon as practicable and in addition the Employer shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal break.

11. FIRST AID PREMIUMS

Employees who are required by the Employer to perform first aid duties in addition to their normal duties and who hold a valid WorkSafeBC Occupational Health and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the Employer as follows:

	<u>Full-Time Employees</u>	<u>Regular Part-Time & Auxiliary Employees</u>
OFA Level II	\$125 per month	80¢ per hour

The Employer will pay course fees for the OFA Level II for employees who are required to have such certification.

12. VACATIONS

- 12.1 Paid annual vacations for all persons covered by this Agreement shall be allowed as follows: Vacation days are based on hours worked in a position, i.e. fifteen (15) working days equals 105 hours for a thirty-five (35) hour work week; 112.50 hours for a thirty-seven and one-half (37½) hour work week; 120 hours for a forty (40) hour work week.
- (a) Employees leaving the service of the Municipality during their first calendar year of employment shall be granted vacation pay in accordance with the Employment Standards Act.
 - (b) In the first calendar year of service, vacation will be granted on the basis of one-twelfth ($1/12$) of fifteen (15) working days for each month, or portion of a month greater than one-half ($1/2$), worked by December 31st.
 - (c) Fifteen (15) working days during the second up to and including the seventh calendar year of service.
 - (d) Twenty (20) working days during the eighth up to and including the fifteenth calendar year of service.
 - (e) Twenty-five (25) working days of annual vacation during the sixteenth (16th) up to and including the twenty-third (23rd) calendar year of service.
 - (f) Thirty (30) working days of annual vacation during the twenty-fourth (24th) and all subsequent calendar years of service.
 - (g) Employees who leave the service of the Employer 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 greater than one-half ($1/2$) worked to the date of termination.
 - (h) All vacation allowance earned during a calendar year must be taken prior to March 31st of the following year.
 - (i) Any permanent employee who has not selected their vacation period prior to March 1st will not have any seniority rights with regards to being given preferential treatment in selecting their vacation period over other employees with less seniority.

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) In all other cases of termination of service for any reason other than retirement on Superannuation or on attaining maximum retirement age, adjustment will be made for any over-payment of vacation.
- (3) Any regular employee:
 - (a) who has reached minimum retirement age as defined in the Pension (Municipal) Act and has completed at least ten (10) years

of pensionable service in accordance with and as defined in the said Act; or

- (b) whose age and years of service with the Employer total eighty (80) years or more

shall be entitled to receive full annual vacation on termination of employment for any reason. All other employees who leave the service shall be entitled to vacation in accordance with the appropriate clauses in this Section.

- (4) In the case of special and Public Holidays falling on or observed on a regular work day while an employee is on annual holiday, the employee shall be granted extra days in lieu of such holidays.

12.2 Vacation Pay

- (a) All employees other than those entitled to an annual percentage of earnings in lieu of vacation, will be paid during their annual vacations at the respective regular or classified rates of pay.
- (b) 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 employees' annual basic earnings exclusive of overtime and any other premium payments not normally taken into account in the computation of annual vacation pay exceeded 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).

12.3 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 Clause 12.

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.

It is understood between the parties that each employee shall become entitled to supplementary vacation under this Clause 12.3 on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (An explanatory note and table is annexed hereto as Schedule "E" for the purposes of clarification.)

12.4 Deferred Vacations

- (a) An employee who is entitled to annual vacation of twenty (20) working days or more in any year:
 - (i) shall take at least fifteen (15) working days of such annual vacation during the year in which the employee earns such vacation, and
 - (ii) may defer the taking of any part of such annual vacation in excess of fifteen (15) working days.

PROVIDED HOWEVER that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 12.4(a) shall be twenty (20) working days.

- (b)
 - (i) Employees wishing to defer a portion of their vacation as outlined in Clause 12.4(a)(ii) must notify their Department Head and Human Resources prior to June 30th.
 - (ii) Employees wishing to take their deferred vacation along with their regular scheduled vacation must notify their Department Head and Human Resources prior to the end of the year immediately preceding the year they wish to take such vacation.

12.5 Early Retirement

An employee entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to five (5) days per year of vacation into an Early Retirement Bank. An employee entitled to thirty (30) or more days of annual vacation shall be entitled to defer up to ten (10) days per year of vacation into an Early Retirement Bank. Such deferred vacation may only be taken immediately prior to retirement. The Employer may, at its sole discretion, permit an employee to use such banked vacation under other circumstances.

13. PUBLIC HOLIDAYS

- 13.1 Subject to Clause 13.1(e), all Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to a holiday with pay on the following public holidays, namely, New Year's Day, (effective in 2013) Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by Council to be a civic holiday.

PROVIDED THAT:

- (a) Whenever one of the above-mentioned public holidays falls on a Saturday or a Sunday and the Government of Canada and the Government of the Province of British Columbia, or either of them in the absence of the other, proclaim that such

public holiday be observed on a day other than Saturday or Sunday, then the day so proclaimed shall be read in substitution for such public holiday;

SAVE AND EXCEPT THAT:

Whenever one of the aforementioned public holidays falls on a Saturday or a Sunday and neither of the Government of Canada nor the Government of the Province of British Columbia proclaims that such public holiday be observed on a day other than Saturday or Sunday, or the proclamations of such Governments do not proclaim the same day for the observance of such public holiday, then not less than seven (7) calendar days prior to that public holiday the Employer shall post a notice or notices in conspicuous places so that each employee affected thereby may have ready access to and see the same, designating the employee's holiday entitlement in accordance with one of the following methods:

- (i) one (1) day's pay at the employee's regular rate of pay, or
 - (ii) a holiday with pay within the calendar year in which such public holidays falls, on any normal working day which immediately precedes or immediately follows one of the employee's normal rest days or one of the public holidays hereinbefore defined in this paragraph 13.1.
- (b) In the case of an employee's termination of service for any reason, adjustment will be made for any over-compensation provided under paragraph (a)(ii) herein.
 - (c) Prior to the posting of any notice advising the employees of their entitlement under paragraph (a) herein, the Employer will afford the Union an opportunity to discuss the substance of the notice.
 - (d) Notwithstanding receipt of a day's pay for a public holiday, it shall not be considered as time worked for the purpose of calculating overtime.
 - (e) An employee will be paid for a public holiday only if the employee works on the scheduled working day prior to and the scheduled working day after such holiday, providing the employee is not sick, on compensation, on annual vacation, or on authorized leave of absence.
 - (f) An employee required to work a shift other than Monday to Friday shall be granted all public holidays with pay as provided in Clause 13.1.
 - (g) Employees Who Normally Work on Public Holidays
 - (i) Except as otherwise provided in Clause 13.1(a) with respect to public holidays falling on a Saturday or a Sunday, if an employee whose duties normally require the employee to work on public holidays, is required to work on any public holiday named in Clause 13.1 which falls on any day from Monday to Friday inclusive, then the employee shall be paid the employee's regular pay for the holiday and in addition thereto shall be

given compensating time off equivalent to one and one-half (1½X) times the number of hours worked on the holiday.

- (ii) If an employee is required to work on the day off given in lieu of a public holiday, pursuant to the provisions of this Clause 13.1(g) herein, then in lieu of such holiday the employee shall be paid the employee's regular pay for the public holiday plus double the regular rates of pay for the hours worked on such day off. Time worked beyond the employee's normal daily hours on the day off given to the employee in lieu of a public holiday shall be treated as overtime. For the purpose of this Clause 13.1(g) a public holiday does not include a holiday designated by the Employer pursuant to Clause 13.1 unless the employee is entitled to that holiday with pay in lieu of a public holiday.

(h) Pay for Hours Worked on Public Holidays

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

(i) Observation of Public Holidays

Whenever a public holiday falls on a Saturday or a Sunday and is observed on a weekday, that weekday shall be treated as the public holiday for purposes of attracting premium rates for employees whose duties normally require them to work on that day, and work performed on the Saturday or Sunday shall not attract public holiday premium rates. However, if prior to the beginning of any calendar year the Employer and the Union agree to recognize the Saturday or the Sunday as the premium day for those employees whose duties normally require them to work on public holidays, they may do so, but there may only be one premium day for such employees with respect to any one public holiday.

- (j) An employee (except an employee governed by Clause 13.1(g)), who is required to work on a public holiday defined in Clause 13.1, which falls on or is observed on any day from Monday to Friday inclusive shall be paid their regular pay for the said holiday plus double the hourly rate of pay of the employee computed on the basis of the employee's normal working hours for the hours worked on the holiday.

14. EMPLOYEE BENEFITS

It is agreed that the following employee benefits will be continued for the term of this Agreement. The Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans. Benefits for Regular Part-Time, Temporary and Auxiliary Employees are set out in Schedule "B" of this Agreement.

In the event of an employee's death during service with the Employer, all outstanding credits, gratuities and other benefits shall be paid to the employee's beneficiary.

14.1 Medical Services Plan

M.S.P. coverage after six (6) months' continuous service, with the Employer paying eighty percent (80%) of the premium and the employees paying the remainder. The employees' contributions shall be made by payroll deduction.

14.2 Extended Health Benefits

Extended Health Care coverage is available for all employees who have completed six (6) months' continuous service, and effective January 1, 2014 such coverage is available on the first day of the month following the date of Regular Full-time employment. The Employer shall pay eighty-five percent (85%) of the premium and the employees shall pay fifteen percent (15%). The employees' contributions shall be made by payroll deduction.

The EHB lifetime maximum coverage under this Plan will be \$1,000,000 per person. The annual deductible is \$25 per person or family each calendar year, increasing to \$75 per year effective January 1, 2014. In any calendar year the Eligible expenses do not exceed the deductible, eligible expenses incurred during the last three (3) months of the calendar year may be applied against the deductible for the next year.

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

- (i) vision care with a maximum claim of \$500/2yrs or \$500/continuous twelve (12) month period if there is a change in prescription of at least 0.25 diopter),
- (ii) eye exams (maximum \$100/2yrs),
- (iii) laser eye surgery (\$750 per person lifetime maximum),
- (iv) hearing aids and repairs (\$700/5yrs maximum),
- (v) clinical psychologist (\$600/yr maximum),
- (vi) registered dietician (\$500/yr maximum),
- (vii) smoking cessation (\$350 per person lifetime maximum), (\$350 per person lifetime maximum),
- (viii) Registered Massage Therapist (\$250/yr max; effective March 23, 2013: \$300/yr maximum)
- (ix) Physiotherapist (\$250/yr max; effective March 23, 2013: \$300/yr max)
- (x) Chiropractor (\$200/yr max; effective March 23, 2013: \$300/yr max,
- (xi) Naturopath (\$200/yr maximum)
- (xii) Podiatrist (\$100/yr maximum).

14.3 Dental Plan

Dental coverage is available (compulsory unless covered by another plan) for all Regular Full-Time Employees who have completed six (6) months' continuous service and all Temporary Full-Time Employees who have completed twelve (12) months' continuous service on the following basis:

- (a) Basic Dental Care Services (Plan A) paying for eighty percent (80%) of the approved schedule of fees.
- (b) Major Restorative Treatment, such as Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees.
- (c) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees to a lifetime maximum of \$3000 for adults and dependent children as defined by the Plan.
- (d) The premiums for the Dental Plan will be paid eighty percent (80%) by the Employer and the employees shall pay the remainder. The employees' contributions shall be made by payroll deduction.

14.4 Group Life Insurance

All Regular Full-Time and Temporary Full-Time Employees shall, upon completion of six (6) months of continuous full-time employment, join the group life insurance plan, provisions of which are outlined hereunder:

- (a) Effective March 23, 2013, coverage shall be increased from one and one-half (1½) to two (2) times basic annual salary, which shall be computed to the next higher \$1,000.
- (b) Coverage shall be provided until age 65 without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age 65.
- (c) One thousand dollars (\$1,000) coverage shall be provided to employees who retire at age 65, or who terminate their employment having qualified for full vacation pursuant to the provisions of Clause 12.1. Effective 1998 October 15, this paragraph is not applicable to employees who retire or terminate their employment after 1999 December 31.
- (d) The cost of the \$1,000 coverage for retired employees shall be incorporated into the premiums paid by the Employer and the active employees.
- (e) The Employer shall pay eighty percent (80%) of the premium and the employees shall pay the remainder.

14.5 **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.

14.6 **Sick Leave**

- (a) After six (6) completed months' service, a permanent employee shall be granted sick leave with pay on the basis of one and two-thirds ($1\frac{2}{3}$) days per month, cumulative to a maximum of two hundred and sixty-one (261) days, retroactive to the first completed calendar month of employment.

NOTE: The maximum cap of 261 days will be removed for those regular full time employees who have reached the cap of 261 days AND who have achieved twenty (20) calendar years of service.

$1\frac{2}{3}$ days per month equals 20 days per year. 20 days per year equals 140 hours for a 35 hour work week; 150 hours for a $37\frac{1}{2}$ hour work week; and 160 hours for a 40 hour work week.

- (b) In the case of sick leave, the Head of the Department may grant up to three (3) days with pay without the employee being required to produce a Medical Certificate. However, in the event that the Department Head is not satisfied that such absence is caused by illness, such Department Head may inform Human Resources that a Medical Certificate is required.

14.7 **Gratuity Pay**

(NOTE: 2 working days equals 14 hours for a 35 hour work week, 15 hours for a $37\frac{1}{2}$ hour work week and 16 hours for a 40 hour work week.)

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

January 1 to March 31
 April 1 to June 30
 July 1 to September 30
 October 1 to December 31

Gratuity Pay may accumulate to a total of one hundred twenty (120) working days.

In the event that any employee is absent on sick leave in the quarterly period as designated above, the gratuity pay for that quarterly period will be reduced accordingly for each hour of sick leave taken to the maximum of the one day of gratuity pay for that quarterly period.

Each employee may exercise their option of having all accrued gratuity pay earned in the preceding year paid out no later than the fourth (4th) pay period of the following calendar year.

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

- (1) Being found, while employed, under the influence of alcohol or a drug, (not prescribed by a physician), and if the employee has refused to obtain proper medical attention for their condition.
- (2) Being found, while employed, in possession of alcohol or a drug under circumstances which suggest that such alcohol or drug has, is, or is about to be consumed by such employee during the hours of the employee's employment, and if the employee has refused to obtain proper medical attention for their condition.
- (3) Theft or conversion of Municipal property.
- (4) Willful damage to Municipal property.

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

- (b) Employees shall not be entitled to payment of gratuity pay as provided above if they resign or leave the service of the Municipality within two years of the date of the commencement of their employment.

14.8 Workers' Compensation

- (a) Where the first day or part day is not paid by WorkSafeBC, this day or part day shall be paid by the Employer and shall be deducted from accumulated sick leave but not from gratuity pay.
- (b) An employee who has completed six (6) months of continuous service and whose claim for WorkSafeBC temporary disability benefits is accepted by WorkSafeBC, shall assign the employee's WorkSafeBC cheque to the Employer and the Employer shall pay the employee's approximate net salary. If WorkSafeBC disallows an employee's claim, or if there is a period of delay prior to the claim being accepted, the Employer will pay approximate net salary to the employee until the employee's sick leave, gratuity, vacation and overtime credits are exhausted. Where WorkSafeBC subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the claim.
- (c) The status of fringe benefits in the case of an employee in receipt of WorkSafeBC pay shall be as follows:

- (i) Sick Leave: monthly credits to continue accumulating as normal;
- (ii) Gratuity: to be unaffected by the WorkSafeBC absence;
- (iii) Vacations: to be unaffected by the WorkSafeBC absence;
- (iv) Public Holidays: full pay to be provided for the day on which the holiday is observed, but no compensating day is to be provided in lieu;
- (v) Increments: to be unaffected by any WorkSafeBC absence of less than 3 months; to be deferred by one month for each complete month of WorkSafeBC absence commencing with the fourth month of WorkSafeBC absence;
- (vi) Seniority: to continue accumulating as normal;
- (vii) Leave of Absence: to be ineligible for any other paid leave of absence during the WorkSafeBC absence.

14.9 Superannuation

All employees eligible shall be covered by the provisions of the Pension (Municipal) Act providing that a Temporary Full-Time Employee shall not be eligible until the completion of twelve (12) months of continuous service.

Where, due to a layoff, a Full-Time Employee has had their hours of work reduced and employment status changed, the employee shall continue to contribute to the Municipal Superannuation 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 Pension (Municipal) Act.

14.10 Employment Insurance

All employees shall be covered by the provisions of the Employment Insurance Act, and the Employer and the employees shall contribute thereto.

14.11 Separation Trust Fund

The Employer agrees that in lieu of making contributions to a Separation Trust Fund, it will pay to each employee in addition to their regular monthly salary an amount equal to one point five percent (1.5%) of such regular monthly salary. The payment of such additional amount will be made on a monthly basis. It is understood and agreed that the additional payment will be considered to be completely separate and distinct from regular monthly salary for all administrative purposes.

15. WORKING CONDITIONS

15.1 Probationary Period

- (a) New employees shall be placed in a probationary capacity until the completion of six (6) months' continuous service.
- (b) The probationary period shall be for the purpose of determining a person's suitability for regular employment in that position.
- (c) If a probationary employee continues in the same position on a regular basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the date of employment.

15.2 Regular Seniority Pool

A Seniority Pool shall be established for Regular Full-Time and Regular Part-Time Employees. Access to the Regular Seniority Pool shall be extended to:

- (a) all Regular Full-Time Employees upon completion of the probationary period.
- (b) all Regular Part-Time Employees upon completion of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similarly classified position.

Upon qualifying for a Regular Seniority Pool, an employee shall be credited with their full period of service or all hours worked since their first day of employment in one or other of the eligible categories, i.e. Regular Full-Time, Temporary Full-Time or Regular Part-Time.

15.3 Filling Vacancies

- (a) The Council agrees that, before permanently filling a vacancy, notice of such vacancy shall be posted for no less than five (5) working days or more than 10 working days in such conspicuous place as agreed by both parties, in order that any employee of the Union shall have the opportunity of applying for the vacancy. Notices shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range, and anticipated length of any temporary assignment, if posted. All job postings shall state "this position is open to male and female applicants".
- (b) The procedure in Clause (a) immediately above shall apply for temporary positions which are expected to exceed six (6) months' duration. Should a permanent employee be appointed to such a vacancy, the employee shall, when the temporary work is completed, return to their former position without loss of seniority.

- (c) As part of the selection process, the Employer will consider all internal applicants and ensure a minimum of two internal candidates, one of whom will possess the longest length of service among the qualified applicants, will receive an interview at some stage of the recruitment process.

15.4 Promotional Policy

- (a) In making promotions, the skills, knowledge and ability of the employees concerned shall be the primary consideration, and where such qualifications are equal, length of service shall be the determining factor, however, all employees have the right of appeal through the Grievance Procedure.
- (b) Where the Employer promotes any employee, and makes any changes affecting salary, the following shall apply:
 - (i) The minimum salary increase shall be one (1) full pay step.
 - (ii) An employee already experienced with the Employer in the reclassification shall receive the pay step according to their experience, subject to negotiations between this Union and the Employer.
 - (iii) The Anniversary date for the purpose of annual increments, shall be twelve (12) months from the date of employment, promotion, or date of reclassification with the exception of those positions who receive semi-annual increments.

15.5 Trial Period

Upon promotion or transfer, an employee shall serve a trial period of up to three (3) months in the new position before being confirmed in the appointment. If the appointment is not confirmed, the Employer shall revert the employee to their previous position or to a position in their former classification for which the employee is qualified.

In the event the promoted or transferred employee is dissatisfied in the new position during the trial period, the Employer shall revert the employee to their previous position or to a position in their former classification for which the employee is qualified.

In all cases where an employee is reverted to their previous position or to a position in the employee's former classification for which the employee is qualified, the Employer may require any or all other employee(s) who were promoted or transferred as a result of the rearrangement of employees to revert to their previous position or to a position in their former classification for which the employee is qualified.

15.6 Rights of Employees Promoted Out of the Bargaining Unit

In the event of an employee being promoted from a position for which the Union either had bargaining authority at the time of the promotion or subsequently obtained bargaining authority, to a position whether included in or excluded from the Union

contract, and such employee being subsequently laid off or demoted to a position for which the Union has bargaining authority, the Employer shall have the right to place such employee in the position previously held by the employee or in any vacant position for which such employee is considered qualified. The employee, if so placed as the result of being laid off or demoted, shall suffer no loss of seniority and such seniority shall be the total length of service with the Employer.

15.7 Pay for Acting in a Senior Capacity

- (a) On every occasion that an inside employee is temporarily required by the manager or appointed delegate to temporarily accept the responsibilities and carry out the duties of a position covered by this Agreement which is senior to the position which the employee normally holds, that employee shall be paid at the minimum rate in the scale for such senior position for either one-half or the full day (as authorized by Department Manager or delegate) rate of pay for the higher rated class for the time spent performing such duties. Where the salary received in the employee's own position is equal to, or exceeds, the minimum of the senior position in which the employee is acting, the employee shall receive the next higher rate in the pay range of the senior position.
- (b) For the purpose of this section, appointments of employees to a level of higher responsibility must be authorized in writing by the Head of the Department.

15.8 Layoff

- (a) No employees covered by this Agreement shall suffer loss of seniority, due to enforced absence from employment resulting from compulsory layoff for a period not exceeding six (6) months, or for any period of absence resulting from injury, sickness, or leave of absence officially granted.
- (b) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall notify all employees who have acquired seniority rights in either a regular seniority pool or an auxiliary seniority pool 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.
- (c) Employees shall be laid-off in the reverse order of their bargaining unit-wide seniority, provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower position.

15.9 Recall

- (a) Employees shall be recalled to positions for which they are qualified, in the order of their seniority, either bargaining unit-wide or by branch or by class as the case may be.

- (b) No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows. The Employer shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order providing that they respond within the stipulated time limits. Upon making contact with an employee, the Employer shall specify the time when the employee shall report for work. An employee, who does not respond within forty-eight (48) hours of the Employer's initial attempt to make contact, or who refuses to report for work, shall be dropped to the bottom of the appropriate list for recall. An employee shall report to work at the time specified by the Employer or, in extenuating circumstances, within two weeks of the Employer's initial attempt to contact the employee. Each employee on layoff will be responsible for keeping the Employer notified of a current contact point through which the employee can be reached.
- (c) Any regular employee who has requested and received approval for a personal leave of absence in accordance with the Employer's policy (excluding Maternity Leave, Sick Leave, Education Leave or Union Leave) which exceeds nine (9) consecutive calendar months shall be deemed to have given up their regular position with such vacated position to be posted as per the terms of the Collective Agreement. Such regular employee shall be entitled to return to a vacant position at the same or a lower level as their former position and for which the employee is deemed qualified. If there are no vacant positions available, the employee will be placed on lay-off and is entitled to recall pursuant to this article 15.9 of the Collective Agreement.

15.10 Leave of Absence - Union Officials

- (a) All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Employer. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
- (b) With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Employer's contribution on behalf of each such representative for Group Life Insurance coverage, Medical, Dental and Extended Health coverage, Sickness, and Accident Insurance Coverage and Municipal Superannuation. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.
- (c) Upon application to, and upon receiving the permission of the General Manager, Human Resources in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Employer or for the purpose of settling a grievance as outlined elsewhere in this Agreement. Not more than three such official representatives shall be granted leave of absence

without loss of pay for the time so spent. Further official representatives may be granted leave of absence without pay.

- (d) Upon application to, and upon receiving the permission of the General Manager, Human Resources in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the National and B.C. Divisional Conventions of the C.U.P.E., the Annual Convention of the B.C. Federation of Labour and the Biennial Convention of the Canadian Labour Congress.
- (e) Members of the Union Executive will be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.
- (f) The Employer agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing duties as an officer of the Union shall not lose seniority in the service of the Employer and shall continue to accumulate seniority while performing such duties. Upon retirement from duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which their former position was allocated and for which "the employee" is qualified if any position within such class is held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which the employee is qualified.
- (g) The Employer agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the Vancouver Labour Council, the B.C. Federation of Labour or the Canadian Labour Congress shall be granted leave of absence without pay and shall not lose seniority in the service of the Employer while on such leave of absence. This will also apply to any employee hired temporarily by the aforementioned labour organizations for a period of not less than six (6) months nor more than two (2) years in duration. Upon termination of such period of office, such an employee may return to the first vacant position for which the employee is qualified in the service of the Employer.
- (h) The Union shall provide the Employer with a list of its elected officers, job stewards, and any other official representatives. This list shall be kept current by the Union at all times.

15.11 Bereavement Leave

- (a) Any Regular Full-Time or Temporary Full-Time Employee who has completed six (6) months of employment, may be granted bereavement 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 marital or common-law spouse, child, ward, brother, sister, parent, parent-in-law, grandparent, grandchild, or guardian; or
- (ii) in the case of the death of any other relative if living in the employee's household.
- (iii) Should an employee require time off as a result of the death of a family member not listed in this Article, the Department Head (or delegate) will give consideration to an employee's request on short notice to utilize earned vacation or other time banks for a duration of paid time off not to exceed three (3) working days or other such period as may be deemed appropriate in the circumstances. Such consideration will take into account operational considerations, but will not be unreasonably withheld.

Note: Regular Part-Time Employees are eligible for bereavement leave in accordance with Schedule "B", paragraph 2(c)(4).

- (b) Any employee who qualifies for Bereavement leave without loss of pay under paragraph (a) 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 (or delegate) who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for bereavement leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation if approved by the employee's Department Head (or delegate). An employee who is absent on sick leave with or without pay or who is absent on a WorkSafeBC claim, shall not be entitled to such bereavement leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Department Head (or delegate), an employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by paragraph (a) herein.

15.12 Family Leave

Any Regular Full Time or Temporary Full Time Employee who has completed six (6) months of employment and who has accumulated a positive balance in their sick benefit account may utilize up to four (4) days per year of that account for the express purpose of providing for the needed care, education, or health interests of their immediate family.

Immediate family is defined as the employee's wife, husband, child, ward, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian or common-law spouse.

To assist in the scheduling of work assignments, each employee should provide as much notice as possible to the Department Head prior to taking Family Leave. It is recognized however, that the exercise of Family Leave may not allow the employee sufficient time to provide much notice of impending absence. Therefore it is a requirement that each employee establish contact with their Department Head or delegate at the start of each day of Family Leave taken. If a Department Head or delegate is not satisfied that Family Leave has been used for the express purpose for which it is intended, the employee may be asked to substantiate such use.

15.13 Jury Duty and Witness Fees

Any employee called for Jury Duty or as a Crown Witness will be allowed time-off during the period of such duty up to and including ten (10) working days. The employee's regular pay will be continued and any remuneration received for such duty will be remitted to the General Manager, Human Resources. In special circumstances, the Employer may extend payment on the above basis beyond the time limit imposed above.

15.14 Maternity and Parental Leave

The City of Richmond and the Union agree the terms of Maternity and Parental Leave be in compliance with the requirements of Federal Government legislation pertaining to employee eligibility and length of leave. As these requirements are subject to change, the provisions of section (a) - Length of Leave outlined below should be reviewed with Human Resources by any prospective employee applicant to ensure full and accurate knowledge of current legislation.

(a) Length of Leave

Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave (note: this includes the 2-week unpaid waiting period before EI benefits begin to be paid) and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave

without pay (note: this includes the 2-week unpaid waiting period before EI benefits begin to be paid). 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 to 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 their Department Head of their intention to return to work pursuant to paragraph (b)(4) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, 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 their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph 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

Effective 2002 January 01:

- (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.

15.15 Individual Rights Protection

The Employer and the Union are fully supportive of their respective responsibilities under the applicable provincial/federal legislation respecting Human Rights. Nothing in this section impedes the rights of the Employer to manage its business and the Union recognizes the right of the Employer to implement and administer policies and procedures pertaining to safeguarding its workforce. It is agreed that employee complaints dealt with under the Employer's established policies and/or administrative procedures must reach a determinative conclusion within a reasonable time frame. At the Union's option, should the conclusive result derived from application of the Employer's policies not be suitable, the employee complaint may be subsequently addressed through the Grievance Procedure commencing at step two.

16. PROTECTIVE CLOTHING

16.1 Coveralls

Effective March 11, 2013, the Employer shall supply one set of coveralls, when requested, for those employees required to engage in out-of-office duties where exposure to the surroundings may be detrimental to personal clothing or where personal visibility is required for safety purposes. Approval for such a coverall request requires the approval of the Department General Manager

16.2 Lifeguard Clothing

Each lifeguard will be provided with two Richmond Aquatic shirts and shorts. This replaces any other clothing benefit previously provided.

17. GRIEVANCE PROCEDURE

During the term of this Agreement, any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitral, shall without stoppage of work, be the subject of collective bargaining between the Union and the Employer and shall be finally and conclusively settled under and by the following procedure. All disciplinary letters or notes that are destined to be placed on the employee's personnel file for future reference must be copied to the Union President in addition to the applicable Manager, Human Resources.

In the first instance, within thirty (30) calendar days of the date on which the incident giving rise to the grievance occurred or of the date when the employee or Union first became aware of the incident, whichever is later, the grievance shall be submitted in writing to the Department Head directly concerned, and if the alleged grievance is not settled within five (5) days, the letter of grievance shall be referred to the Union's grievance committee.

The grievance shall be brought before the Union's Grievance Committee, who in turn, will meet with the Employer's Committee within five (5) days of the presentation of the grievance, and make every effort to settle the matter.

Should no settlement be reached within five (5) full working days, the grievance shall be referred to a Board of Arbitration. The Board of Arbitration shall consist of one nominee appointed by the Employer and one appointed by the Union. These two nominees shall name a third member who shall be Chairman within three days.

Should the nominees of the respective parties fail to select a Chairman, then either party to the Agreement may apply to the Minister of Labour for the Province of British Columbia to appoint such third member. The expenses and compensation to the arbitrators shall be borne by the respective parties. The expenses and compensation for the Chairman shall be borne equally between the parties.

Within ten (10) days following its initial meeting, the Board of Arbitration shall reach a decision and its findings made known. The majority decision shall be final and binding on the parties.

17.1 Wrongful Dismissal

Where an Arbitration Board finds that an employee has been dismissed, suspended or otherwise disciplined for other than proper cause, such Arbitration Board may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to wages lost by reason of dismissal, suspension, or other discipline, or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable; or
- (b) make such other order as it considers fair and reasonable, having regard to the terms of this Agreement.

Wherever a stipulated time is mentioned herein, the said time may be extended by the mutual consent of the Union and the Employer.

18. GENERAL

- (a) Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this Contract.
- (b) It is agreed that any general conditions presently in force which are not specifically mentioned in this Agreement and are not contrary to its intentions, shall continue in full force and effect for the duration of the Contract.
- (c) It is agreed and understood that with reference to seniority, where an employee has entered the Armed Forces, while in the employ of the Employer and upon return from the Armed Forces has returned to the employ of the Employer, such employee shall be credited with the period of time in the Armed Forces, as though it were service with the Employer. This is to be in effect only during a period of declared hostilities.

19. CAR ALLOWANCE

Car Allowance will be reimbursed according to Car Allowance Policy. (Copy of current rate schedule available in Human Resources).

20. CLASSIFICATION AND EVALUATION OF POSITIONS

The classification, evaluation, reclassification and revaluation of positions covered by this Agreement shall be determined in accordance with the procedure set forth in the current Job Evaluation Agreement made between the Employer and the Union.

21. 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 to this Agreement.

Where the Employer introduces, or intends to introduce, a Technological Change, that:

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

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board constituted under Clause 17 of this 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 findings; and
- (b) may then or later make any one or more of the following orders:
 - (1) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
 - (2) that the Employer will not proceed with the Technological Change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
 - (3) that the Employer reinstate any employee displaced by reason of the Technological Change;
 - (4) that the Employer pay to the employee such compensation in respect of their displacement as the Arbitration Board considers reasonable;
 - (5) that the matter be referred to the Labour Board and upon such reference being made, the provisions of Section 77 of the Labour Code of British Columbia shall apply.

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 Agreement applies; and
- (b) alters significantly the basis upon which this Agreement was negotiated.

22. INTERPRETATION

Interpretation of this Agreement shall be made by Human Resources subject to the Grievance Procedure laid down in Clause 17 of this Contract.

23. CHANGES AFFECTING THE AGREEMENT

The Employer agrees that any reports or recommendations made to Council dealing with matters covered by this Agreement including recommendations for changes in method of operation that may affect wage rates, work loads or reduction of employment will be communicated to the Union at such interval before they are dealt with by Council as to afford the Union reasonable opportunity to consider them and make representations to Council concerning them and further that if employees are deprived of employment by any implementation of such change, they shall receive priority consideration for other employment with the Employer.

24. LABOUR/MANAGEMENT COMMITTEE

A Committee shall be established comprising of representatives of the Employer and the Union will meet on a regular monthly basis.

25. 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 Municipal Administrator.

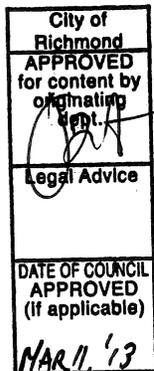
26. MISCELLANEOUS ITEMS

The Schedules attached hereto and marked by the letters "A", "B", "C", "D", and "E", shall form part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year in which this Agreement takes effect.

Sealed with the Seal of the CITY OF RICHMOND and signed February 2015 by:

Sealed with the Seal of the RICHMOND CIVIC EMPLOYEES' UNION, CUPE LOCAL 718, and signed February 2015 by:





MAYOR


CORPORATE OFFICER



PRESIDENT


EXECUTIVE MEMBER

SCHEDULE "A" (cont'd)**SCHEDULE "A"**

General Wage Increases for 2012-2015 Collective Agreement

Hourly Rates

The following percentage increases will take effect as indicated:

- (a) Effective January 1, 2012: all hourly rates of pay which were in effect on December 31, 2011 shall be increased by one and one-quarter percent (1.25%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective January 1, 2013: all hourly rates of pay which were in effect on December 31, 2012 shall be increased by one and three-quarter percent (1.75%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective January 1, 2014: all hourly rates of pay which were in effect on December 31, 2013 shall be increased by one and three-quarter percent (1.75%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective January 1, 2015: all hourly rates of pay which were in effect on December 31, 2014 shall be increased by two percent (2.0%). The new hourly rates shall be rounded to the nearest whole cent.

The following table represents the calculated wage rates to be in effect for the term of the current collective agreement.

SCHEDULE "A" (cont'd)

January 1, 2012 5-Step Hourly Rates						January 1, 2013 5-Step Hourly Rates					
Pay Band	Step 1	Step 2	Step 3	Step 4	Step 5	Pay Band	Step 1	Step 2	Step 3	Step 4	Step 5
1	19.91	20.71	21.55	22.37	23.29	1	20.26	21.07	21.93	22.76	23.70
2	20.71	21.55	22.37	23.29	24.27	2	21.07	21.93	22.76	23.70	24.69
3	21.55	22.37	23.29	24.27	25.24	3	21.93	22.76	23.70	24.69	25.68
4	22.37	23.29	24.27	25.24	26.30	4	22.76	23.70	24.69	25.68	26.76
5	23.29	24.27	25.24	26.30	27.38	5	23.70	24.69	25.68	26.76	27.86
6	24.27	25.24	26.30	27.38	28.51	6	24.69	25.68	26.76	27.86	29.01
7	25.24	26.30	27.38	28.51	29.70	7	25.68	26.76	27.86	29.01	30.22
8	26.30	27.38	28.51	29.70	30.91	8	26.76	27.86	29.01	30.22	31.45
9	27.38	28.51	29.70	30.91	32.24	9	27.86	29.01	30.22	31.45	32.80
10	28.51	29.70	30.91	32.24	33.58	10	29.01	30.22	31.45	32.80	34.17
11	29.70	30.91	32.24	33.58	34.97	11	30.22	31.45	32.80	34.17	35.58
12	30.91	32.24	33.58	34.97	36.49	12	31.45	32.80	34.17	35.58	37.13
13	32.24	33.58	34.97	36.49	38.05	13	32.80	34.17	35.58	37.13	38.72
14	33.58	34.97	36.49	38.05	39.64	14	34.17	35.58	37.13	38.72	40.33
15	34.97	36.49	38.05	39.64	41.33	15	35.58	37.13	38.72	40.33	42.05
16	36.49	38.05	39.64	41.33	43.10	16	37.13	38.72	40.33	42.05	43.85
17	38.05	39.64	41.33	43.10	44.97	17	38.72	40.33	42.05	43.85	45.76
18	39.64	41.33	43.10	44.97	46.85	18	40.33	42.05	43.85	45.76	47.67
19	41.33	43.10	44.97	46.85	48.91	19	42.05	43.85	45.76	47.67	49.77
20	43.10	44.97	46.85	48.91	50.99	20	43.85	45.76	47.67	49.77	51.88
21	44.97	46.85	48.91	50.99	53.20	21	45.76	47.67	49.77	51.88	54.13
22	46.85	48.91	50.99	53.20	55.50	22	47.67	49.77	51.88	54.13	56.47

AUXILIARY HOURLY RATES	January 1, 2012			January 1, 2013		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
XAT - Attendant	16.69			16.98		
XCA - Concession Attendant	17.03	17.40	17.78	17.33	17.70	18.09
XHA - Head Attendant	17.73			18.04		
XJL - Junior Lifeguard Instructor	17.83			18.14		
XP1 - Playground Leader 1	16.69			16.98		
XP2 - Playground Leader 2	17.34			17.64		
XPA - Playground Area Coordinator	21.44			21.82		

SCHEDULE "A" (cont'd)

January 1, 2014 5-Step Hourly Rates					
Pay Band	Step 1	Step 2	Step 3	Step 4	Step 5
1	20.61	21.44	22.31	23.16	24.11
2	21.44	22.31	23.16	24.11	25.12
3	22.31	23.16	24.11	25.12	26.13
4	23.16	24.11	25.12	26.13	27.23
5	24.11	25.12	26.13	27.23	28.35
6	25.12	26.13	27.23	28.35	29.52
7	26.13	27.23	28.35	29.52	30.75
8	27.23	28.35	29.52	30.75	32.00
9	28.35	29.52	30.75	32.00	33.37
10	29.52	30.75	32.00	33.37	34.77
11	30.75	32.00	33.37	34.77	36.20
12	32.00	33.37	34.77	36.20	37.78
13	33.37	34.77	36.20	37.78	39.40
14	34.77	36.20	37.78	39.40	41.04
15	36.20	37.78	39.40	41.04	42.79
16	37.78	39.40	41.04	42.79	44.62
17	39.40	41.04	42.79	44.62	46.56
18	41.04	42.79	44.62	46.56	48.50
19	42.79	44.62	46.56	48.50	50.64
20	44.62	46.56	48.50	50.64	52.79
21	46.56	48.50	50.64	52.79	55.08
22	48.50	50.64	52.79	55.08	57.46

January 1, 2014 4-Step Hourly Rates				
Pay Band	Step 1	Step 2	Step 3	Step 4
1	20.61	21.78	22.94	24.11
2	21.44	22.67	23.89	25.12
3	22.31	23.58	24.86	26.13
4	23.16	24.52	25.87	27.23
5	24.11	25.52	26.94	28.35
6	25.12	26.59	28.05	29.52
7	26.13	27.67	29.21	30.75
8	27.23	28.82	30.41	32.00
9	28.35	30.02	31.70	33.37
10	29.52	31.27	33.02	34.77
11	30.75	32.57	34.38	36.20
12	32.00	33.93	35.85	37.78
13	33.37	35.38	37.39	39.40
14	34.77	36.86	38.95	41.04
15	36.20	38.40	40.59	42.79
16	37.78	40.06	42.34	44.62
17	39.40	41.79	44.17	46.56
18	41.04	43.53	46.01	48.50
19	42.79	45.41	48.02	50.64
20	44.62	47.34	50.07	52.79
21	46.56	49.40	52.24	55.08
22	48.50	51.49	54.47	57.46

January 1, 2014			
AUXILIARY HOURLY RATES	Step 1	Step 2	Step 3
XAT - Attendant	17.28		
XCA - Concession Attendant	17.63	18.01	18.41
XHA - Head Attendant	18.36		
XJL - Junior Lifeguard Instructor	18.46		
XP1 - Playground Leader 1	17.28		
XP2 - Playground Leader 2	17.95		
XPA - Playground Area Coordinator	22.20		

SCHEDULE "A" (cont'd)

	January 1, 2015 4-Step Hourly Rates			
Pay Band	Step 1	Step 2	Step 3	Step 4
1	21.02	22.21	23.40	24.59
2	21.87	23.12	24.37	25.62
3	22.76	24.06	25.35	26.65
4	23.62	25.00	26.39	27.77
5	24.59	26.03	27.48	28.92
6	25.62	27.12	28.61	30.11
7	26.65	28.22	29.80	31.37
8	27.77	29.39	31.02	32.64
9	28.92	30.63	32.33	34.04
10	30.11	31.90	33.68	35.47
11	31.37	33.22	35.07	36.92
12	32.64	34.61	36.57	38.54
13	34.04	36.09	38.14	40.19
14	35.47	37.60	39.73	41.86
15	36.92	39.16	41.41	43.65
16	38.54	40.86	43.19	45.51
17	40.19	42.62	45.06	47.49
18	41.86	44.40	46.93	49.47
19	43.65	46.32	48.98	51.65
20	45.51	48.29	51.07	53.85
21	47.49	50.39	53.28	56.18
22	49.47	52.52	55.56	58.61

	January 1, 2015		
2015 AUXILIARY HOURLY RATES	Step 1	Step 2	Step 3
XAT - Attendant	17.63		
XCA - Concession Attendant	17.98	18.37	18.78
XHA - Head Attendant	18.73		
XJL - Junior Lifeguard Instructor	18.83		
XP1 - Playground Leader 1	17.63		
XP2 - Playground Leader 2	17.95		
XPA - Playground Area Coordinator	22.20		

SCHEDULE "A" (cont'd)

Notes as per job table below:

- (a) Positions in these classes to receive semi-annual increments for one or more step increments. The overview below is for the 4-step pay plan introduced for 2014 and based on full-time hours.

	Step 1	Step 2	Step 3	Step 4
Pay Band 1	6 mos	6 mos	12 mos	
Pay Band 2	6 mos	6 mos	12 mos	
Pay Band	6 mos	12 mos	12 mos	

- (b) Employees work a 37½ hour week.
- (c) Employees work a 40 hour week.
- (d) Where the Union and the Employer agreed to add a note “d” to a class in Schedule “A” or to add a new class with a note “d” attached, positions thereafter allocated to those classes may be assigned by the Employer to work non standard work days with the understanding that shift differential will be paid for hours worked (excluding overtime) outside the normal working hours.

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.

Classes and/or pay bands that have been abolished, established, reclassified, revalued and/or retitled subsequent to the commencement of the term of Agreement are only effective up to or from the date such change occurred.

Note that additional information regarding adjustments to normal hours of work is contained in Letter of Agreement 5 “Hours of Work – Adjustment of Hours”, including explanations of the “Flex” and “Flex-Blocking” references in the position table below.

Any exceptions to the detail included in the following table are marked with an asterisk (*) and explained at the end of the table.

SCHEDULE "A" (cont'd)

Classification Titles

Position Description	Job Code	Pay Band	Notes	Overview of RFT Hours of Work			
				Biwklly Hrs	Non-Standard	Flex	Blocking
Accounting Clerk	409	J02	(a)	70			
Accounts & Budget Coordinator RCMP	242	J20		70			
Accounts Payable Clerk 2	765	J10		70			
Accounts Payable Supervisor	711	J14		70			
Administration Training Facilitator	872	J06		AUX			
Admin Assistant Purchasing – Fire	615	J10		70			
Applications Specialist	806	J15		70			
Aquatic Maintenance Supervisor	714	J14	(b)	75		Flex	* UR
Aquatics Leader	92	J09		70		Flex	Blocking
Aquatics Supervisor	421	J14	(d)	70	NS	Flex	Blocking
Archivist	474	J18		70			
Arena Maintenance Supervisor	446	J14	(b)	75		Flex	Blocking
Arena Service Worker 1	75	J05	(b) (d)	75	NS	* UR	
Arena Service Worker 2	76	J09	(b) (d)	75	NS		
Arts Coordinator	763	J17					
Arts Programmer	837	J13					
Assist Coordinator – Block Watch	449	J07		70			
Assistant Committee Clerk	462	J08		70			
Assistant Victim Services Coordinator	738	J10				Flex	Blocking
Asst Supervisor – Collections	29	J13		70			
Asst Supervisor – Inspections	31	J16		70			
Attendant (Hourly)	XAT	XAT		AUX			
Attendant – Call Centre	758	J02	(a)	70			
Aux Constable Program Coordinator	745	J13		70		Flex	Blocking
Block Watch Coordinator	640	J11		70			
Budget & Accounting Clerk 1	419	J08		70			
Budget & Accounting Clerk 2	193	J10		70			
Budget & Analytical Acct	26	J20		70			
Budget Analyst	746	J15		70			
Budget & Training Coordinator	849	J07					
Building Inspector 1	102	J14		70			
Building Inspector 2	476	J16		70			
Building Maintenance Coordinator	657	J14		70			
Building Service Worker	60	J03	(a) (b) (d)	75	NS		
Building Service Worker – Lead Hand	750	J09	(b)	75		Flex	
Building Service Worker – Supervisor	749	J11	(b)	75		Flex	

SCHEDULE "A" (cont'd)

Position Description	Job Code	Pay Band	Notes	Overview of RFT Hours of Work			
				Biwklly Hrs	Non-Standard	Flex	Blocking
Building Systems Maintenance Worker	69 *	J12		70 *			
Building Systems Maintenance - Lead Hand	819	J15		70			
Building Technologist	183	J14		70			
Business Solutions Analyst	717	J12		70			
Business Systems Analyst	605	J18		70		Flex	
Buyer	610	J11		70			
Buyer 2	55	J15		70			
Bylaw Canvasser	874	J03	(a)	70			
Bylaw Inspector-Grease Management Program	804 *	J11 *		RPT			
Bylaw Liaison Officer I	62	J08		70			
Bylaw Liaison Officer II	112 *	J12 *		70			
Cadet Training Facilitator	873	J06		AUX			
Capital (PSAB) Analyst	747	J15		70			
Capital Asset Clerk/Analyst	790	J06		70			
Capital Budget Analyst	628	J14		70			
Cashier/Receptionist – Parks & Leisure	36	J05		70	NS		
Clerk Applications Processing	66	J04		70			
Clerk Crime Prevention/Victim Assist.	417	J09		70			
Clerk Purchasing	434	J06		70			
Clerk Recycling & Sanitation	472	J06		70			
Clerk Traffic	226	J04		70			
Clerk Treasury	478	J07		70			
Clerk Treasury – Water Meters	799	J07		70			
Clerk-Fire Department Admin	599	J11		70			
Commissioning Clerk	843	J06					
Committee Clerk	38	J11	(d)	70	NS		
Community Facilities Coordinator	72	J14		70		Flex	Blocking
Community Facilities Programmer	84	J13		70		* UR	* UR
Community Police Station Coordinator	727	J11		70		* UR	* UR
Concession Attendant	XCA	XCA		AUX			
Conveyancing/Administrative Assistant	471	J10		70			
Coordinator – Customer Service	744	J16		70		* UR	* UR
Coordinator – Diversity Services						Flex	Blocking
Coordinator – Fitness & Wellness Services	660	J14	(d)	70	NS	Flex	Blocking
Coordinator – Leisure Services	71	J17		70		Flex	Blocking
Coordinator – Marketing & Communication	732	J14		70			
Coordinator – Nature Park	157	J17		70		Flex	Blocking

SCHEDULE "A" (cont'd)

Position Description	Job Code	Pay Band	Notes	Overview of RFT Hours of Work			
				Biwklly Hrs	Non-Standard	Flex	Blocking
Coordinator – Parks Programs	666	J12		70		* UR	* UR
Coordinator, Park Programs – Sport	805	J12		70			
Coordinator – Seniors Services	779	J18		70		Flex	Blocking
Coordinator – Special Needs	223	J14		70		Flex	Blocking
Coordinator – Victim/Witness Svc	107	J14		70		Flex	Blocking
Coordinator – Youth Services	618	J14		70		Flex	Blocking
Copying Machine Operator 2	86	J05		70			
Corporate Records Assistant	664	J09		70			
Cost Estimator	781 *	J16		70 *			
Counsellor – Youth Services	217	J16		70		Flex	Blocking
Counter Clerk - Police	20 *	J07	(b)	75 *			
Counter Supervisor - RCMP	827	J11	(b)	75			
Court Liaison Officer	238	J12		70			
CPIC Operator - Clerk	204	J08		70			
Crime Analyst	867	J14		AUX			
Cultural Centre Attendant	32	J05		70			
Cultural Diversity Coordinator	780	J14		70		* UR	* UR
Cultural Programmer	94	J12		70		Flex	Blocking
Curator, Richmond Art Gallery	783	J16		70		Flex	Blocking
Curatorial Assistant	848	J08		70			
Custodial Guard	16	J03	(a) (c)	80	NS		
Custodian - Sports Pavilion	61	J07	(b) (d)	75	NS		
Custodian - Cultural Centre	592	J08	(b) (d)	75	NS		
Customer Service Associate	854	J06		70		Flex	
Customer Service Clerk	603	J06		70			
Customer Service Specialist	759	J08		70			
Database/Systems Administrator	401	J19		70		Flex	
Departmental Associate 1	629	J05		70			
Departmental Associate 2	630	J06		70			
Departmental Associate 3	772	J07		70			
Departmental Associate 4	773	J11		70			
Departmental Associate 5	774	J12		70			
Departmental Associate 6	775	J14		70			
Design Draftsperson	456	J11		70			
Design Technician	828	J10		70			
Design Technologist	725	J16		70			
Director, Richmond Art Gallery	761	J17		70		Flex	Blocking

SCHEDULE "A" (cont'd)

Position Description	Job Code	Pay Band	Notes	Overview of RFT Hours of Work			
				Biwkly Hrs	Non-Standard	Flex	Blocking
Dispatcher Clerk 1	15	J06	(c)	80			
Document Production Specialist	642	J08		70			
Draftsperson 3	123	J11		70			
Education & Public Programs Coordinator	839	J13		70		Flex	Blocking
Educational Programs Coordinator	755	J14		70		Flex	Blocking
Elections Supervisor-Clerk's	37	J07		70			
Emergency Programs Assistant	754	J07		70		* UR	* UR
Emergency Programs Coordinator	443	J14		70		* UR	* UR
ESS/Volunteer Mgmt Coordinator	709	J14		70		* UR	* UR
Engineering Assistant -Development & Processing	138	J13		70			
Engineering Assistant - Utilities	136	J14		70			
Engineering Inspector 1	128	J07		70	NS		
Engineering Inspector 2	127	J14		70	NS		
Engineering Records Technician	713	J08		70			
Engineering Student	795	J02	(a)	70			
Engineering Technician	124	J13		70			
Engineering Technician - Inspections	481	J15		70			
Engineering Technician-Development & Contract Operations	480	J15		70			
Engineering Tech-Utilities	716	J13		70			
Engineering Technologist	133	J16		70			
Environmental Coordinator	710	J14		70			
Exhibit & Program Coordinator	796	J14		70			
Exhibit Coordinator	756	J14		70			
Exhibit Custodian	17	J11		70			
Facility Booking Clerk	637	J06		70			
Finance & Admin Clerk	722	J06		70			
Financial Accountant	861	J12		70			
Financial Analyst	860	J12		70			
Financial Services Supervisor	730	J16		70			
Firearms License Investigator	868	J08		AUX			
Fitness Programmer	663	J11		70		Flex	Blocking
Fleet Maintenance Coordinator RCMP	608	J10		70			
Fleet Training Officer	130	J13	(c)	80			
Forensic Identification Technician	871	J11		AUX			
Front of House Records Clerk	798	J06					
Gallery & Exhibition Coordinator	825	J13		70			

SCHEDULE "A" (cont'd)

Position Description	Job Code	Pay Band	Notes	Overview of RFT Hours of Work			
				Biwkly Hrs	Non-Standard	Flex	Blocking
Gallery Assistant	246	J08		70			
GIS Analyst	791	J14		70			
GIS Support Clerk	729	J05		70			
Graphics Coordinator	482	J14		70			
Hansen Coordinator	784	J12		70			
Head Attendant/Cashier (Hourly)	XHA	XHA		AUX			
Human Resources Assistant - Training	8	J10		70			
Identification Technician-RCMP	218	J12		70			
Insurance Clerk	454	J10		70			
IT Security Analyst	739	J16		70		Flex	
Junior Lifeguard Instructor (Hourly)	XJL	XJL		AUX			
Lead - Surveyor	776	J15		70	NS		
Legal Assistant	594	J13		70			
Licence Inspector	101 *	J12 *		70		Flex *	Blocking*
Licence Inspector/Clerk	34	J07		70		* UR	* UR
Licence/Building Officer	847	J11		70			
Lifeguard/Instructor 1	90	J05	(d)	70	NS		
Lifeguard/Instructor 2	91	J08	(d)	70	NS		
Mail Clerk	624	J01	(a)	70			
Mail Room Associate	777	J03	(a)	70			
Maintenance Planner	655	J14		70			
Major Projects Office Liaison	731	J12		70			
Mapping Technician	651	J07		70			
Mapping Technician 1	121	J08		70			
Mapping Technician 2	119	J11		70			
Mapping Technologist	573	J12		70			
Marketing Assistant	757	J09		70			
Marketing Specialist	732	J14		70		Flex	Blocking
Microcomputer Applications Spec2	719	J13		70		Flex	
Museum Coordinator	797	J13		70		Flex	Blocking
Museum Curator	484	J16		70		Flex	Blocking
Nature Park Assistant	83	J10		70		Flex	Blocking
Occupational Health & Safety Advisor	700	J15		70			
Park Design Technician	597	J11		70			
Park Planner	213	J18		70			
Park Planner - Major Projects	802	J15		70			
Parking Program Supervisor	708	J15		70			

SCHEDULE "A" (cont'd)

Position Description	Job Code	Pay Band	Notes	Overview of RFT Hours of Work			
				Biweekly Hrs	Non-Standard	Flex	Blocking
Parking Supervisor	785	J15		70			
Parks Graphics & Design Tech	810	J14		70			
Parks Project Technologist	840	J19		70			
Parks Technologist	800	J16		70			
Payroll Specialist	457	J12		70			
Payroll/Purchasing Clerk-RCMP	587	J07		70			
Permit Centre Clerk	9	J06		70			
Permit Processing Clerk	195	J06		70			
Permit Processing Coordinator	851	J11		70			
Physical Plant Maintenance Worker 1	65	J11		70			
Plan Checking Clerk 1	104	J12		70			
Plan Reviewer	485	J13		70			
Planner 1	171	J15		70			
Planner 2	143	J19		70			
Planner 3	7	J22		70			
Planner-Analyst	450	J15		70			
Planning Assistant	762	J08		70			
Planning Assistant - Mapping	606	J09		70			
Planning Technician	821	J10		70			
Planning Technician - Design	147	J12		70			
Plumbing and Gas Inspector 1	103	J14		70			
Plumbing and Gas Inspector 2	486	J16		70			
Playground Area Coordinator (Hourly)	XPA	XPA		AUX			
Playground Leader 1 (Hourly)	XP1	XP1		AUX			
Playground Leader 2 (Hourly)	XP2	XP2		AUX			
Point of Sale Analyst	740	J12		70			
Police Records Clerk	601	J06		70			
Pool Maintenance Worker	63	J12	(b)	75		Flex	Blocking
Pool Service Worker	67	J03	(a) (b) (d)	75	NS		
Preventive Maintenance Coordinator	10	J14		70			
PRIME Systems Clerk	428 *	J08		75 *			
PRIME System Technician	728	J11		70			
Process & Reporting Analyst	866	J11		70			
Programmer-Analyst	43	J14	(d)	70	NS	Flex	
Project Coordinator	654	J14		70			
Project Development Assistant	832	J09					
Project Planner	655	J14		70			

SCHEDULE "A" (cont'd)

Position Description	Job Code	Pay Band	Notes	Overview of RFT Hours of Work			
				Biwkly Hrs	Non-Standard	Flex	Blocking
Project Planning Technician	850	J08		70			
Property Records Clerk	661	J06		70			
Public Art Assistant	834	J06		70			
Public Art Planner	737	J17		70			
Public Works Clerk	64 *	J06		70 *	NS		
Public Works Parks Associate	803	J07		70			
Purchasing Supervisor	712	J19		70			
Records & Information Coordinator	447	J13		70			
Records & Info. Management Analyst	636	J19		70			
Records & Info Management Coord.	571	J11		70			
Records Analyst	742	J15		70			
Records Classification Clerk – UD	643	J03	(a)	70			
Records Coordinator	665	J14		70			
Records Supervisor – RCMP	239	J11		70			
Recreation Attendant	410	J01	(a)	70			
Recreation Facility Clerk	167	J06		70		* UR	* UR
Recreation Leader 1	74	J09		70		Flex	
Recreation Programmer	49	J09		70			
Registration Call Centre Agent		J02	(a)	70			
Research & Planning Assistant	833	J10		70			
Research Officer	491	J11		70			
Research Planner 2	787	J19		70		*	*
Risk Management Coordinator	820	J15		70			
Sanitation/Recycling Assistant	570	J09		70			
Scheduler – RCMP	782	J06		70			
School Programs Coordinator	755	J14		70			
Security Clearance Specialist	869	J07		AUX			
Senior Business Systems Analyst	649	J21		70			
Senior Disclr Support Analyst	870	J12		AUX			
Senior Financial Accountant	859	J16		70			
Senior Financial Analyst	857	J16		70			
Senior Network Analyst	718	J18		70		Flex	
Senior Wellness Coordinator	736	J09		70		* UR	* UR
Sign Inspector/Clerk	875	J07		70			
Special Project	SPRJ						
Supervisor – AP Business App. Analyst	751	J16		70			
Supervisor – Building Inspections	82	J19		70			

SCHEDULE "A" (cont'd)

				Overview of RFT Hours of Work			
Position Description	Job Code	Pay Band	Notes	Biwkly Hrs	Non-Standard	Flex	Blocking
Supervisor Business Licence	842	J17		70		* UR	* UR
Supervisor Capital Analyst	789	J18		70			
Supervisor of Collections	28	J16		70			
Supervisor – Community Bylaws	214	J17		70			
Supervisor – Design Services	452	J17		70			
Supervisor, Financial Planning & Analysis	858	J20		70			
Supervisor, Financial Services Analyst	838	J18		70			
Supervisor – Inspections	132	J18		70	NS		
Supervisor – Mapping & Drafting	125	J18		70			
Supervisor – Mapping & Production	619	J15		70			
Supervisor – Micro Computer Operations	425	J17		70			
Supervisor, Museum & Heritage Services	778	J18		70			
Supervisor of Operations	667	J15		70		Flex	
Supervisor – Permits & Plan Review	111	J18		70			
Supervisor – Plumbing/Gas Inspection	495	J19		70			
Supervisor - Purchasing				70			
Supervisor – Surveys	129	J17		70	NS		
Supervisor – Traffic Signal Systems	165 *	J18 *		70			
Supervisor, Treasury & Financial Services	197	J15		70			
Supervisor – Utilities	135	J18		70			
Supervisor – Youth Services	216	J19		70		Flex	Blocking
Supervisor – Zoning/Signs	196	J13		70			
Suprvr-Zoning/Signs & Building Records	863	J15		70			
Survey Assistant	786	J07		70			
Surveyor	118	J13		70	NS		
Systems & Project Coordinator	823	J12		70			
Systems Coordinator	720	J19		70		Flex	
Technical Support Specialist – RCMP	659	J16		70			
Telecommunications Coordinator	652	J14		70		Flex	
Telephone Operator	87	J04		70			
Traffic Signal Systems Tech.	801 *	J14 *		70			
Traffic Supervisor	140	J17		70			
Traffic Technician 1	496	J10		70			
Traffic Technician 2	139	J14		70			
Transportation Planner	809	J18		70			
Tree Bylaw Clerk/Inspector	723	J06		70			
Tree Preservation Official	733	J12		70			

SCHEDULE "A" (cont'd)

				Overview of RFT Hours of Work			
Position Description	Job Code	Pay Band	Notes	Biweekly Hrs	Non-Standard	Flex	Blocking
User Support Clerk	408	J07		70			
User/Operations Support Assistant	668	J09		70		Flex	
Utilities Inspector	726	J10		70			
Victim/Witness Crisis Worker	808	J03	(a)	70			
Visitor Services Associate	852	J06		70	NS		
Volunteer Development Coordinator	753	J13		70			
Waste Reduction & Recycling Coordinator	846	J14		70			
Watch Clerk - General Duty	855 *	J06 *		70			
Web Developer	743	J12		70		Flex	
Website Coordinator	635	J14		70		Flex	
Work Control Centre Clerk	807	J06		70			
Work Control Centre Coordinator	735	J11		70			
Youth Outreach Worker	704	J10		70		Flex*	Blocking*
Zoning/Sign Clerk	144	J07		70			

Exceptions to Above:				Overview of RFT Hours of Work			
Description	Job Code	Pay Band	Notes	Biweekly Hrs	Non-Standard	Flex	Blocking
Bylaw Inspector-Grease Management Program (red-circled)	804PR	J13 *		70			
Bylaw Liaison Officer (red-circled)	112R	J13 *		70			
Cost Estimator (40 hr/wk)	781A	J16	(c)	80 *			
Counter Clerk – Police (35 hr/wk)	020A	J07		70 *			
Licence Inspector (red--circled)	101R	J13 *		70		Flex	Blocking
PRIME Systems Clerk (35 hr/wk)	428A	J08		70 *			
Public Works Clerk (grandfathered)	064G	J06		80 *	NS		
Research Planner 2 (Flex-Blocking for specified TFT)	787	J19		70		Flex *	Blocking*
Supervisor – Traffic Signal Systems (red-circled)	165R	J19 *		70			
Traffic Signal Systems Tech. (red-circled)	801R	J15 *		70			
Watch Clerk - General Duty	855R	J07 *		70			

Note: *UR indicates hours of work currently under review between the City and Union.

SCHEDULE "B" (cont'd)**SCHEDULE "B"**Temporary And Auxiliary Employees1. Auxiliary Seniority Pool

A Seniority Pool has been established for Auxiliary Employees. Access to the Auxiliary Seniority Pool shall be extended to all Auxiliary Employees as follows:

- (a) As soon as an Auxiliary Employee has worked 1200 hours within two consecutive calendar years, such employee will gain entry onto the Auxiliary Seniority List in their section and will be deemed to possess seniority.
- (b) Upon gaining entry onto the Auxiliary Seniority List, an employee will be credited with the number of hours worked.
- (c) An Auxiliary Employee's seniority will be lost as a result of a break in service with the Employer which exceeds twelve calendar months. In-service hours are not considered as hours worked for purpose of seniority calculation.
- (d) Where pay ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the number of hours served by a Regular Full Time Employee for such eligibility.
- (e) In the event of a layoff of Auxiliary Employees within a class (whether the layoff takes place within a program, a geographical area or across the entire bargaining unit) those employees having greatest seniority within the class shall be the last ones laid off.
- (f) Other than as might be provided for pursuant to the terms of paragraph 1(i) herein, no Auxiliary Employee shall have the right to bump another employee after having been laid off.
- (g) An Auxiliary Employee having class seniority, and having been laid off, must, if they wish to be considered for future Auxiliary employment, elect to register 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 class seniority.
- (h) 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.

SCHEDULE "B" (cont'd)

- (i) When an Auxiliary Employee who has attained class seniority, who has been laid off and who has registered for future Auxiliary employment, also registers their 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 within such new class on the basis of his skills, knowledge and ability, and in any case where there is no registered applicant possessing seniority in the new class in question, and where their 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, the 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.

2. Regular Part-Time and Auxiliary Employees--Benefits and % in Lieu of Benefits

- (a) Auxiliary Employees 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 Auxiliary Employees who have gained entry onto the Auxiliary Seniority list shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings.
- (b) No other benefits shall be provided to Auxiliary Employees unless expressly stated in this paragraph 2.
- (c) (1) 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:
 - (i) a payment of ten percent 10% of regular earnings in lieu of vacation and public holiday pay;
 - (ii) 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;
 - (iii) 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 "B" (cont'd)

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

- (iv) WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (2) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (1), 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 (1), 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 (3) commencing on the first of the month following the expiry of the benefit coverage.
- (3) All Regular Part-Time Employees not covered by paragraph (1) shall be paid an amount equal to 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 16% of their regular earnings and shall be eligible for the benefits contained in paragraph (4) below.
- (4) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Bereavement Leave 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.
- (5) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Clause.
- (d) Auxiliary and Regular Part-Time Employees who have been employed for at least thirty (30) calendar days before a statutory holiday and have worked their last scheduled day preceding and their first scheduled day following the statutory holiday will receive pay at one and one-half (1½) times their regular wage for hours worked on the statutory holiday. Employees will be paid at normal overtime rates for any hours worked in excess of normal daily or weekly hours on the statutory holiday. An employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.

SCHEDULE "B" (cont'd)

- (e) Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for all Auxiliary Employees except in the case of an Auxiliary Employee working in a position normally occupied by a Full-Time Employee whose normal hours shall be deemed to be the normal hours of the Auxiliary Employee.
- (f) For purposes of applying overtime rates, normal daily and weekly hours for all Regular Part-Time Employees shall be deemed to be those of a Regular Full-Time Employee whose position is similarly classified.
- (g)
 - (1) Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a seven (7) day week basis, shall be permitted to work at straight-time rates for up to eight (8) hours per day on any five (5) days during a work week (which for the purposes of this Clause shall be deemed to commence at 12:01 a.m. on Monday morning and to end at 11:59 p.m. on the immediately following Sunday).
 - (2) Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a six (6) day week basis, shall be permitted to work at straight-time rates for up to eight (8) hours per day on any five (5) days during the 6-day week as defined in the Collective Agreement.
- (h) None of the negotiated provisions in the 1977 Collective Agreements permitting employees to work other than the normal work week, shall be disturbed by the provisions of paragraph (g) herein.
- (i) Overtime rates will be paid on the following basis to all Auxiliary and Regular Part-Time Employees:
 - (1) Time and one-half for the first four (4) hours worked in excess of the normal daily hours in a day;
 - (2) Two times for hours worked beyond four (4) in excess of the normal daily hours in a day;
 - (3) With respect to employees of the City of Richmond, in any case where an employee has already performed work on five (5) days during the week, two times for any hours worked on the sixth and seventh days of work in that week.
- (j) 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.

SCHEDULE "B" (cont'd)3. Employee Status – Conversion Process

The Parties agree to a system of review to determine, on a case by case basis, whether or not certain positions should be converted from Auxiliary status to Regular Full Time status or Regular Part Time status under the following terms.

The parties will meet every six (6) months to jointly review:

- (a) The hours worked by Auxiliary employees;
- (b) The historical work pattern of affected employees;
- (c) The reasonable predictability of the future employment.

In the event of agreement between the parties that a position should be converted, the Employer will approach Council to obtain necessary approval. If Council rejects the request for conversion, or there is no agreement of the parties, the Union may proceed with the grievance procedure.

SCHEDULE "C"**Compressed Work Week Formula**

With respect to the Unions' proposal in 1977 for a Compressed Work Week based on present hours, it is agreed that decisions regarding whether or not, and, if so, to what extent compressed work weeks should be introduced into the operation of any of the Employers, should be made in local discussions between individual Employers and their respective Local Unions. It is agreed, however, that arrangements for the conversion of fringe benefits from a 5-day week basis to a 4-day week basis or to a 9-day fortnight basis shall be made in accordance with one or other of the standard formulas the details of which are set forth in Appendix "A" which is attached to this Schedule "C".

It is expressly agreed that the various formulas which are to be included within all new Agreements, are to be based upon the principle that any adjustment from a 5-day week is to be accomplished with neither any additional salary or benefit cost to the Employers nor any reduction in the salaries or benefits received by their employees.

APPENDIX "A" to SCHEDULE "C" (cont'd)APPENDIX "A"Principles Governing the Conversion of Employee Fringe Benefits
in Cases of Introduction or Renewal of Compressed Work Weeks

This is the Appendix referred to in
Schedule "C" (Compressed Work Week Formula)

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

1. Basic annual working hours shall be calculated as $260.89 \times$ daily working hours as per the 5-day week; e.g. $260.89 \times 7 = 1826\frac{1}{4}$, or $260.89 \times 7.5 = 1956.675$.
2. Basic annual public holiday hours shall be calculated as $11 \times$ daily hours as per the 5-day week; e.g. $11 \times 7 = 77$, or $11 \times 7.5 = 82.5$.
3. Account shall be taken of the difference in basic annual rest period allowances; e.g. $52.178 \text{ weeks} \times 5 \text{ days} \times 20 \text{ minutes} (=86.96 \text{ hours})$ in the case of the standard 5-day week; $52.178 \times 4 \times 20 \text{ minutes} (=69.57 \text{ hours})$ in the case of the 4-day week; and $52.178 \times 4.5 \times 20 \text{ minutes} (=78.27 \text{ hours})$ in the case of the 9-day fortnight.
4. Employees shall have at least two of their days off in any week consecutive, and such days off shall for purposes of overtime pay be deemed to be the "first scheduled rest day" and the "second scheduled rest day". Pay for any work on the third day off in any week shall be in accordance with normal daily overtime rates.
5. For the purposes of overtime pay on scheduled working days, normal daily working hours and the normal work week shall be considered to be those lengths of time established by the parties pursuant to paragraph 8 herein.
6. Annual Vacation entitlement and all credits for Deferred Vacation, Sick Leave benefits and Gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee's credit by the daily working hours as per the previous 5-day week. All deductions or debits shall be made on the basis that each working day of absence shall be measured as the length of time established by the parties pursuant to paragraph 8 herein.

APPENDIX "A" to SCHEDULE "C" (cont'd)

7. Notwithstanding any Clause in a Collective Agreement to the contrary, an employee shall not receive pay for acting senior capacity where the employee has been temporarily required to accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the compressed work week.
8. In order to establish the length of the compressed work day and the compressed work week, the parties are to be governed by the principle that the basic annual working hours less basic annual public holiday hours and less basic annual rest period allowances are to remain the same under the compressed work week as they were under the standard work week.

The parties will be free to decide how to deal with the matter of public holidays in accordance with one or other of the three following ways, and their decisions will determine automatically the lengths of the compressed work day and work week:

- (a) Revert to a standard 5-day week in any week when a public holiday occurs;
 - (b) Change days off during any week when a public holiday occurs in order that each employee will work on four (4) days in every week of the year with the sole exception being when Christmas Day and Boxing Day are observed in the same week in which case each employee will work three (3) days in that week and five (5) days in the immediately preceding week.
 - (c) Have a compressed work day off with pay for each public holiday, and owe the Employer the difference in hours between the length of the compressed work days and the length of the employee's former standard work day.
9. Whenever any doubt arises as to how the fringe benefit conversion should be made with respect to any item (whether or not covered by this Appendix "A"), the doubt shall be resolved by reference to the basic principle agreed upon by all parties to this Memorandum, i.e., there shall be no additional salary or benefit cost to the Employer, and no reduction in the salaries or benefits received by the employees.
 10. In the event any Employer and its respective Union wish to amend or continue an existing experimental compressed work week, or wish to introduce a compressed work week, they will be required to obtain the approval of the Joint Language Sub-Committee with respect to their proposed formula for converting employee fringe benefits.

SCHEDULE "D" (cont'd)**SCHEDULE "D"****Regular and Supplementary Vacations Table**

In each cell of the following table, the number of regular annual vacation days is identified on the left and the number of supplementary vacation days to be credited in the calendar year is on the right. In both cases, the crediting of the identified number of working days is based upon the normal five day work week.

The supplementary vacation days credited must be taken within five years, prior to the next 5 days being credited.

As vacation entitlement is prorated in the first year of employment based on each employee's start date, the entitlement in the first calendar year of service is not identified in the table.

Example:

An employee hired in 2003 is in their 11th calendar year during 2013. The employee in 2003 will be credited with 5 supplementary working days which may be taken at any time between 2013 and 2017, both years included. In 2018 the employee will be credited with a further 5 supplementary working days, etc.

SCHEDULE "D" (cont'd)

REGULAR AND SUPPLEMENTARY VACATION ENTITLEMENT TABLE
IN WORKING DAYS FOR THE YEARS 2012 TO 2015 BY YEAR HIRED

Year Hired	Entitlement Year			
	2012	2013	2014	2015
	VAC / SPV	VAC / SPV	VAC / SPV	VAC / SPV
2015	--	--	--	**
2014	--	--	**	15 / 0
2013	--	**	15 / 0	15 / 0
2012	**	15 / 0	15 / 0	15 / 0
2011	15 / 0	15 / 0	15 / 0	15 / 0
2010	15 / 0	15 / 0	15 / 0	15 / 0
2009	15 / 0	15 / 0	15 / 0	15 / 0
2008	15 / 0	15 / 0	15 / 0	20 / 0
2007	15 / 0	15 / 0	20 / 0	20 / 0
2006	15 / 0	20 / 0	20 / 0	20 / 0
2005	20 / 0	20 / 0	20 / 0	20 / 5
2004	20 / 0	20 / 0	20 / 5	20 / 0
2003	20 / 0	20 / 5	20 / 0	20 / 0
2002	20 / 5	20 / 0	20 / 0	20 / 0
2001	20 / 0	20 / 0	20 / 0	20 / 0
2000	20 / 0	20 / 0	20 / 0	25 / 5
1999	20 / 0	20 / 0	25 / 5	25 / 0
1998	20 / 0	25 / 5	25 / 0	25 / 0
1997	25 / 5	25 / 0	25 / 0	25 / 0
1996	25 / 0	25 / 0	25 / 0	25 / 0
1995	25 / 0	25 / 0	25 / 0	25 / 5

Year Hired	Entitlement Year			
	2012	2013	2014	2015
	VAC / SPV	VAC / SPV	VAC / SPV	VAC / SPV
1994	25 / 0	25 / 0	25 / 5	25 / 0
1993	25 / 0	25 / 5	25 / 0	25 / 0
1992	25 / 5	25 / 0	25 / 0	30 / 0
1991	25 / 0	25 / 0	30 / 0	30 / 0
1990	25 / 0	30 / 0	30 / 0	30 / 5
1989	30 / 0	30 / 0	30 / 5	30 / 0
1988	30 / 0	30 / 5	30 / 0	30 / 0
1987	30 / 5	30 / 0	30 / 0	30 / 0
1986	30 / 0	30 / 0	30 / 0	30 / 0
1985	30 / 0	30 / 0	30 / 0	30 / 5
1984	30 / 0	30 / 0	30 / 5	30 / 0
1983	30 / 0	30 / 5	30 / 0	30 / 0
1982	30 / 5	30 / 0	30 / 0	30 / 0
1981	30 / 0	30 / 0	30 / 0	30 / 0
1980	30 / 0	30 / 0	30 / 0	30 / 5
1979	30 / 0	30 / 0	30 / 5	30 / 0
1978	30 / 0	30 / 5	30 / 0	30 / 0
1977	30 / 5	30 / 0	30 / 0	30 / 0
1976	30 / 0	30 / 0	30 / 0	30 / 0
1975	30 / 0	30 / 0	30 / 0	30 / 5
1974	30 / 0	30 / 0	30 / 5	30 / 0

SCHEDULE "E"**Employment Standards Act Principles**

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. Regular Part-Time and Auxiliary Employees shall not work more than five (5) consecutive hours without an unpaid eating period.

LETTERS OF AGREEMENT

For reference and ease of communication purposes, the following Letters of Agreement are displayed with the current collective agreement. It is the intention of both Parties that Letters of Agreement be for the express purpose of defining and/or clarifying an issue with joint resolution during the time frame between collective agreement negotiation. Renewal provisions are defined within the body of each individual Letter of Agreement.

Should there be mutual agreement by both parties to create, terminate, or otherwise amend documented Letters of Agreement at a time other than formal collective bargaining, it is agreed that such action is to be accomplished via use of the Labour-Management Committee.

The following Letters of Agreement are displayed in their entirety:

- (1) Hours of Work - Aquatic Reorganization
- (2) Aquatic RPT's Having 8 Hours Between Occasional Shifts
- (3) Discount on Registration Fees for Lifeguard Recertifications
- (4) Educational Support Programs
- (5) Hours of Work –Adjustment of Hours
- (6) Use of Sick Leave for Medical Appointments
- (7) Long Term Disability Committee
- (8) Grievance Problem Solving
- (9) Auxiliary Lifeguard/Instructor Scheduling – Joint Committee
- (10) Benefits Reciprocity Between Unions

Letter of Agreement #1

City of Richmond and CUPE Local 718

HOURS OF WORK - AQUATICS REORGANIZATION

The purpose of this letter is to define the flexibility of the Employer with respect to adjusting regular position shifts for Lifeguard Instructor I and II's and Cashier/Receptionists.

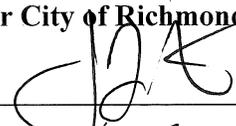
The Union and Employer agree to the Employer being able to adjust regular position shifts for Lifeguard Instructor I and II's and Cashier Receptionists by a maximum of one hour with the following understanding:

- (a) A minimum of two week's written notice will be provided to the employee.
- (b) This agreement on flexibility is given without prejudice to the current Collective Agreement and to either parties' position on the application of letter 'h' in Schedule A of the Collective Agreement.

This Letter of Agreement will remain in effect for the following term: January 1, 2012 to December 31, 2015. Termination of this Letter of Agreement may be initiated by either Party providing 60 days written notice prior to the above-noted expiry date. Failure to provide written notice will mean continuance of this Letter of Agreement for the same period as the current Collective Agreement with renewal, amendment or termination being an issue for discussion at collective bargaining.

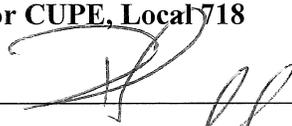
Agreed the 11th Day of March, 2013

For City of Richmond



 Lapalme

For CUPE, Local 718



 Speer

Letter of Agreement #2

City of Richmond and CUPE Local 718

AQUATIC RPT'S HAVING 8 HOURS BETWEEN OCCASIONAL SHIFTS

Notwithstanding Clause 5(f) - Hours of Work and Work Week, it is agreed Regular Part-time employees in the Aquatics section of Recreation and Sport Services may voluntarily accept Auxiliary shifts of a non-regular scheduled nature provided no less than eight (8) hours has elapsed prior to cessation of work on the regularly scheduled shift and the commencement of work on this extra shift.

This Letter of Agreement will remain in effect for the following term: January 1, 2012 to December 31, 2015. Termination of this Letter of Agreement may be initiated by either Party providing 60 days written notice prior to the above-noted expiry date. Failure to provide written notice will mean continuance of this Letter of Agreement for the same period as the current Collective Agreement with renewal, amendment or termination being an issue for discussion at collective bargaining.

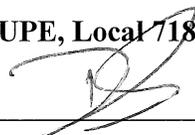
Agreed this 26th Day of February, 2015

For City of Richmond



Lapalme

For CUPE, Local 718



Jacey

Letter of Agreement #3

City of Richmond and CUPE Local 718**DISCOUNT ON REGISTRATION FEES FOR LIFEGUARD RE-CERTIFICATIONS**

Registration fees to City of Richmond aquatic staff will be subject to a twenty-five per cent (25%) discount on regular price fees established for Lifeguard Instructor award re-certifications only.

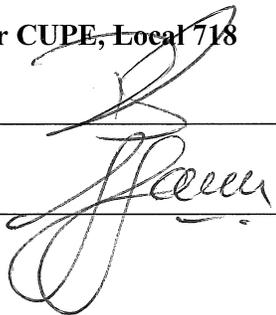
This Letter of Agreement will remain in effect for the following term: January 1, 2012 to December 31, 2015. Termination of this Letter of Agreement may be initiated by either Party providing 60 days written notice prior to the above-noted expiry date. Failure to provide written notice will mean continuance of this Letter of Agreement for the same period as the current Collective Agreement with renewal, amendment or termination being an issue for discussion at collective bargaining.

Agreed the 11th Day of March, 2013

For City of Richmond



For CUPE, Local 718



Letter of Agreement #4

City of Richmond and CUPE Local 718

EDUCATIONAL SUPPORT PROGRAMS

The purpose of this Letter of Agreement is to establish the conditions and salary rate process for students hired under a formal program supporting education/learning between recognized educational institutions and the City of Richmond.

It must be noted and emphasized this letter of agreement does not apply to students hired into Auxiliary, Temporary or Regular positions. Students hired into those positions to carry out the principal duties of a position shall be classified accordingly and paid according to the rate established for that position.

These educational support programs will be restricted to persons registered in a recognized co-operative, work experience, practicum, directed work studies, or other similar education programs at a participating post-secondary institution. Selection methods will be determined by the Human Resources Division in co-ordination with the procedures of the participating post-secondary institution. The length of appointment for students under this article will correspond to the requirement of their academic program. Employees hired under an educational support program shall be assigned work that augments their field of study.

The educational support programs will be administered by the Human Resources Division in concert with the employing department(s). No more than two such students will be employed in any one Department; exceptions to this principle require advance discussion and mutual agreement of the Union. CUPE 718 is to be kept informed of any employment under such education/learning programs via Labour-Management meetings and any issues arising from or amendments to this LOA will be discussed and resolved in that forum.

These students will be classified as Auxiliary or Temporary Full-time (TFT) dependent on their hours of work. No educational support program students will be employed where it would result in a layoff or failure to recall a qualified employee.

Students participating in this program will be paid from any defined step within pay bands 6 to 8 as determined by the employing department and Human Resources. Should a candidate's current educational level and/or past work experience suggest a supplement to the base level of compensation defined herein, the City will document its rationale and discuss same at Labour Management; Union agreement will be required for any compensation outside of pay bands 6-8. The City and Union agree that employment of educational support program students is in part subject to the terms and conditions of the supporting educational institution as well as the Collective Agreement. Human Resources will document those conditions of employment in any letters of acceptance to successful students and provide the Union with a copy. Any concerns will be dealt with at Labour-Management Meetings.

This Letter of Agreement will remain in effect for the following term: January 1, 2012 to December 31, 2015. Termination of this Letter of Agreement may be initiated by either Party providing 60 days written notice prior to the above-noted expiry date. Failure to provide written notice will mean continuance of this Letter of Agreement for the same period as the current

Collective Agreement with renewal, amendment or termination being an issue for discussion at collective bargaining.

Agreed the 11th Day of March, 2013

For City of Richmond



Lapalme

For CUPE, Local 718



Jean

Letter of Agreement #5

City of Richmond and CUPE Local 718

HOURS OF WORK – ADJUSTMENT OF HOURS

1. Informal Adjustment of Hours by Mutual Consent:

A Manager and an employee may, by mutual agreement, vary the employee's regular hours of work during the work day. In the absence of a pre-determined fixed period, the arrangement may continue for as long as the Manager and the employee continue to consent to the original agreement. Any such variation in the hours of work shall not establish a precedent. The Manager, the employee or the Union may cancel the arrangement on thirty (30) days written notice inclusive of the reasons for so doing.

Prior to any change in an employee's scheduled hours of work (establishing/amending a change or termination of change), the Union shall be notified of such arrangement in writing through Human Resources. This notification will include the rationale for the proposed change.

An employee shall not be eligible for additional premiums where an employee initiates a change which would qualify the employee for additional premiums. An employee shall be eligible for additional premiums where the Employer initiated the change which would qualify the employee for additional premiums.

The Employer and the Union mutually agree that where an employee requires a change in hours of work due to family care requirements (i.e. childcare, parental care, spousal/partner care), both Parties and the employee will work together in an attempt to fashion an agreeable solution. It is recognized that the final decision will rest solely with the Employer, however such change will not be unreasonably withheld.

Decisions re hours of work under this provision will be reflected in the Labour Management meeting minutes as well as the ongoing listing of Special Adjustments.

2. Administrative Process Defined

To develop an objective administrative process, the Parties agree to incorporate the previous Collective Agreement Articles and Letters of Agreement identified below (from the 2007-2011 Collective Agreement) into an updated documented listing of Special Adjustments to be administered via the Labour-Management Committee.

- i) Article 5 (h) Computer Services
- ii) Article 5 (i) Miscellaneous Shift Adjustments
- iii) Article 5 (j) re "blocking system"
- iv) Letter of Agreement 2 – Flexible Blocking System – Parks and Recreation
- v) Letter of Agreement 3 – Flexible Blocking System – Special Projects
- vi) Letter of Agreement 9 – Flexible Blocking System – RCMP Crime Prevention/Victim Services.

NOTE: The introductory spreadsheet for documenting such information is provided to the Parties for further discussion, modification and improvement as required by the Parties.

Should the Parties be unable to agree to those requests for inclusion at this 2013 bargaining table, such requests will be referred to the Labour Management Committee.

The monthly Labour-Management Committee meeting will establish a standing agenda item for Hours of Work – Special Adjustments for the Employer and Union Executive to jointly and specifically review:

- i) Any outstanding requests by departments for conversion of positions from one system to another.
- ii) The actual hours being worked compared to the operational needs of the department for positions within the blocking system and those able to flex the whole shift.

The Employer and the Union will jointly maintain a current listing of all such positions jointly determined by the Parties to be eligible for such special shift adjustments as mutual consent, blocking, shift flexing or formal change. For each category of special adjustment, this listing will define the position by title, department and section, PCC #, effective date of authorized approval and by employee name – all of which is to be updated immediately should any change occur. Documentation is to be distributed at each monthly Labour-Management Committee meeting and any discrepancies dealt with in an expedited manner.

Classifications will not be designated (e.g. as “flex” or “blocking”) without the express agreement of both Parties with such designation agreement documented in the minutes of the Labour Management Committee meeting.

The overall purpose of this administrative process is to ensure both Parties have access to full and accurate information pertaining to any request for Special Adjustments to the provisions of Hours of Work before implementation or any further adjustments to be made after implementation. Departmental or employee requests for Special Adjustments must be fully documented through Human Resources and such material will be shared in full with the Union. Full discussion and disclosure is required to assess Special Adjustment requests. Requests for designation changes to/from regular hours as per this Letter of Agreement will not be unreasonably withheld by either Party. It is agreed the Labour-Management Committee meetings are the proper venue for Special Adjustment decisions.

3. Flexible Hours of Work Required by Employer

The Parties are in agreement that an “hours of work” designation system is required to reflect the operational needs of the workplace and that those needs may change over time.

Dependent upon operational need, employees in some positions may be required to adjust their stop and start times Monday to Friday inclusive. Employees may also be required to adjust their work week to include a Saturday and/or a Sunday. Hours are to be scheduled by mutual agreement between the employee and the supervisor by pay period at least 10 days in advance of the beginning of the schedule. Each pay period will be for seventy (70) hours over fourteen (14) days and may be:

- (a) “Flex” a flexing of the whole shift, or
- (b) “Flex Blocking”: a shift made up of a minimum of one (1) four-hour block and a maximum of three (3) four-hour blocks per day. After the initial four-hour block, the blocking may be made up of either 2, 3.75 or 4 hour blocks. There will be a minimum of a thirty minute unpaid break between blocks.

- 1) Where there is no agreement, the Manager or designate shall set the schedule with a minimum of ten (10) calendar days' notice to the employee(s) in advance of the beginning of the schedule. Failure of both the employee(s) and the supervisor to agree to the hours is subject to review by another Manager (within the operating Division) chosen by the employee; this manager will decide on the particular schedule without interruption to the needs of the Employer.

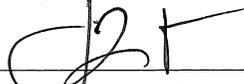
Continuing failure of the participants to agree to such required schedules into following pay periods will result in the issue being referred to the Labour Management Committee for hearing and review. Both Parties agree to the requirement of full disclosure of rationale, meaningful bargaining as required and that full participation and approval will not be unreasonably withheld by either Party.

In the event of a failure to resolve this issue of hours of work scheduling required by the Employer through the aforementioned process, the Parties agree that the question will be finally and conclusively settled under and by the Grievance Procedure of the Collective Agreement starting at Step 3.

- 2) Where employees flex their hours of work, Clause 5(f) will be waived.
- 3) Unscheduled hours that are worked are to be considered overtime and are subject to current contract provisions.
- 4) The Union shall be notified of such arrangement in writing through Human Resources and this decision will be reflected in the Labour Management Committee meeting minutes as well as the ongoing listing of Special Adjustments.

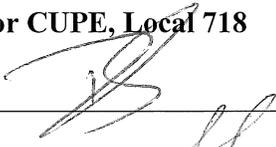
Agreed this 26th Day of February, 2015

For City of Richmond



 Lapalme

For CUPE, Local 718



 Green

Letter of Agreement #6

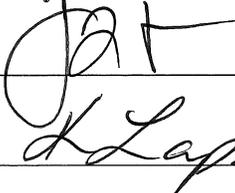
City of Richmond and CUPE Local 718**USE OF SICK LEAVE FOR MEDICAL APPOINTMENTS**

The Parties are in agreement that medical appointments may utilize accrued sick leave to ensure no loss of earnings for attendance at same, but wherever possible, the timing of such appointments are to be scheduled for an employee's compressed day or at times outside of normal working hours. If such scheduling is not possible, medical appointments are to be scheduled for the end or beginning of the work day, where possible, to minimize loss of working hours.

Should an employee be required to attend a medical appointment during the course of the normal work day, employees must ensure their supervisor is aware of the time needed for travel to and from such appointment. As it is not appropriate in most cases for employees to schedule a medical appointment and then take the remainder of the day as sick leave, supervisors are to be made aware of the anticipated return to work time of such requests to better enable workforce scheduling and appropriate time-keeping.

Agreed this 26th Day of February, 2015

For City of Richmond



Lapalme

For CUPE, Local 718



Jean

Letter of Agreement #7

City of Richmond and CUPE Local 718**LONG TERM DISABILITY COMMITTEE**

Effective the date of ratification of the Memorandum of Agreement by the Parties, they will establish a committee of up to three representatives each to discuss the current program of disability coverage and investigate the possibility of a Long Term Disability Plan. The intent of the committee is to review and discuss Long Term Disability Plans that meet the needs of the Parties with respect to plan design, financing and integration with existing benefits programs and funding framework. The Committee will meet as required and complete its work prior to the next round of negotiations.

It is understood that any changes to the collective agreement proposed by this committee to the Parties outside of the collective bargaining process must first be agreed upon by the Union's Local Executive and by City of Richmond's Senior Management Team and City Council and will subsequently require ratification by the membership and Richmond City Council before implementation could proceed.

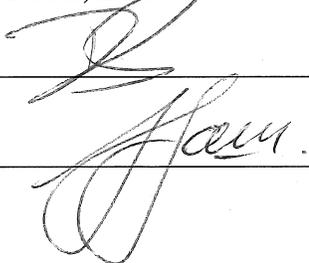
Agreed the 11th Day of March, 2013

For City of Richmond



L. Lapalme

For CUPE, Local 718



J. Ham

Letter of Agreement #8

City of Richmond and CUPE Local 718

GRIEVANCE PROBLEM SOLVING

In accordance with the wishes of the Parties to ensure consistency in the application of the Grievance Procedure process between the City and CUPE Locals 394 and 718 and to focus on problem solving and dispute resolution as opposed to preparation for arbitration, this Letter of Agreement will be implemented upon ratification of the 2012 Memorandum of Agreement.

Effective the date of Ratification of the 2012-2015 Memorandum of Agreement, the existing Grievance Procedures as set out in CUPE 718 – Article 17 and CUPE 394 – Article 15 will be set aside and the procedures set out in this Letter of Agreement will be implemented for the duration of the term of the 2012–2015 Collective Agreement. The Pilot Project for grievance problem solving and dispute resolution may be amended by mutual agreement in response to the Parties’ experience. Any improvements and/or amendments to this Letter of Agreement require the mutual written agreement of the Parties.

After a minimum six (6) month trial period, if either Party find this Letter of Agreement is not acceptable, the Pilot Process for Grievance Problem Solving and this Letter of Agreement may be terminated by either Party with thirty (30) days written notice and the Parties will revert to the Grievance Procedure defined within the Collective Agreements.

Prior to bargaining the next Collective Agreement, the Parties will conduct a formal evaluation of the Pilot Project, identifying any shortcomings or benefits based on their experience. Should this Letter of Agreement achieve the objectives of the Parties during the term of the 2012-2015 Collective Agreement, the Parties will give full consideration and support to replacing the existing Grievance Procedure language with language consistent with this Letter of Agreement in the next Collective Agreement.

Grievance Problem Solving

During the term of this Agreement, any differences concerning the dismissal, discipline or suspension of an employee, or any interpretation, application, operation, or any alleged violation of this Agreement, including any question as to whether any matter is arbitral, shall without stoppage of work be the subject of collective bargaining between the Union and the Employer and shall be finally and conclusively settled under and by the following procedure. All disciplinary letters or notes that are destined to be placed on the employee’s personnel file for future reference must be copied to the Union President in addition to the applicable Manager, Human Resources.

An Individual Grievance is a complaint brought forward by a single employee regarding a decision affecting him/her which he/she alleges is a violation of the Collective Agreement. Group Grievances occur when a group of employees join together to grieve the same alleged violation. Individual and Group Grievances will commence at Step I – Recognition of Issue.

A Policy Grievance is a dispute involving a question of general application or interpretation of any article of the Collective Agreement where an individual employee may not be affected at the time the Grievance is filed. Policy Grievances will commence at Step Three – Resolution Committee.

Meetings between local Union representatives and the Employer in this Grievance Problem Solving process will be paid for by the Employer to a maximum of two such Union representatives.

Step 1 – Recognition of Issue:

The employee will first discuss the issue with his/her immediate supervisor or manager within seven (7) calendar days of the occurrence of the possible grievance or of the date which the employee or Union first became aware of the incident, whichever is later. At the employee's option, a local Union representative may be present at the employee's discussion with the supervisor or manager. If the issue is not settled at this step, and the employee and/or Union wishes to pursue the matter further, the grievance must proceed to Step Two within thirty (30) calendar days of the date of the incident giving rise to the grievance or of the date which the employee and/or Union first became aware the incident, whichever is later.

Step Two - Documentation and Fact Finding:

The grievance shall be reduced to writing by:

1. Recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose to the best knowledge of the Grievor.
2. The Grievance shall state specifically the Article(s) of the Collective Agreement alleged to have been violated, including any applicable Provincial legislation or regulation, and the remedy or correction required. It is jointly understood that not all details of the grievance allegation may be known at the time of filing. Both Parties are accepting of the possible need to modify the grievance should additional details become known at a later date, but best efforts must be made to be as thorough as possible in the documentation of the initial grievance allegation.
3. The Grievance shall be signed by the Grievor(s) and/or a local Union representative.
4. The Grievance shall be given to the first level of exempt manager of the Grievor, with a copy also provided to the applicable Manager, Human Resources and the Director, Human Resources.
5. Within five (5) working days of receipt of the Grievance, the Departmental Manager, the applicable Manager, Human Resources, the Grievor(s) and the applicable local Union representative(s) will meet to review the facts of the Grievance, engage in problem solving, explore resolution options and attempt to resolve the dispute. The Union may have a CUPE National rep present on the proviso the applicable Human Resources manager is also present. It is emphasized this involvement of more senior Employer and Union personnel at this early step is to be an exception rather than the norm and is dependent upon specific circumstances.

Should the grievance be resolved successfully, within five (5) working days the Departmental Manager will document the decision providing an explanation of the facts upon which the resolution was based. Implementation of the resolution will occur as soon as possible following sign off by the Departmental Manager, the Union and Human Resources representatives.

Should the Grievance remain unresolved at Step Two, within ten (10) working days the Parties will jointly prepare a Step 2 Report outlining the issues. The Step 2 Report will specifically set out those facts in agreement, those facts not in agreement, any outstanding

information yet to be determined (if known), the options presented for resolution by both parties, and any arbitral jurisprudence or practices pertinent for consideration. This Step 2 Report will be provided to the Resolution Committee, which shall consist of the Union President, one other Union Representative designated by the Union President, the Departmental Director (or delegate of the General Manager) and the Director, Human Resources for use in Step Three.

Step Three - Resolution Committee:

Within ten (10) working days of receiving the Step 2 Report, the Resolution Committee will convene a meeting to review the Step 2 Report jointly prepared by the parties. The purpose of this meeting is to openly and fully discuss any additional information which may include consideration of opinions from legal counsel, national representatives, operational issues, etc. The Resolution Committee will thoroughly inform itself of the facts, opinions and options available for resolution as presented by both the Employer and Union. The Resolution Committee will, by consensus, determine the need for any further information or meetings so required.

Within ten (10) working days of commencement of proceedings under this step, should the grievance be successfully resolved, the resolution and rationale will be documented in writing, signed off by all members of the Resolution Committee and implemented forthwith.

Should the Resolution Committee be unable to reach a successful resolution, the Step 3 Report supplemented by documented discussions on facts, opinions and resolution options will be jointly prepared by participants of the Resolution Committee. This Step 3 Report, including any dissenting opinions and rationale for such will be provided in written format to the Employer's Committee for final review and comment. The outcome of the Employer's Committee deliberations will be provided to the Union in writing as soon as possible.

No matter may be submitted to Arbitration until all of the applicable previous steps of the Grievance Procedure have been complied with.

Step Four – Arbitration:

Failing satisfactory resolution at Step 3, the Union may, within twenty (20) working days, refer the matter to a single arbitrator who is to be mutually agreed upon in each case. Failure to mutually agree may result in the selection process being referred to the Labour Relations Board for appointment of an arbitrator. The expenses and compensation of the Arbitrator shall be borne equally between the Parties. Within ten (10) calendar days of the conclusion of the arbitration hearing, the Arbitrator shall reach a decision and make the decision known; the decision shall be final and binding on the Parties.

If the Parties mutually agree, and provided the Parties are agreed on the nature of any issues in dispute, the single arbitrator will be instructed by the Parties at the outset to employ a mediation-arbitration approach for the purpose of resolving the grievance in an expeditious and informal manner. Should the mediation-arbitration option not be successful, the arbitrator may, upon mutual agreement of the Parties, remain seized of the case and render an arbitrated decision which is final and binding on the Parties or the Parties may proceed before another mutually agreed upon Arbitrator.

Any time limits contained within this Letter of Agreement may be extended by the mutual written agreement of the Parties.

Agreed the 11th Day of March, 2013.

For City of Richmond





For CUPE, Local 718





Letter of Agreement #9

City of Richmond and CUPE Local 718

AUXILIARY LIFEGUARD/INSTRUCTOR SCHEDULING – JOINT COMMITTEE

The following terms of reference will be used by the Parties to establish a framework for a joint committee to resolve outstanding issues regarding scheduling of Lifeguard/Instructors who have attained access to the Auxiliary Seniority List.

The make-up of the committee will be four (4) Union representatives, four (4) Employer representatives, including the President of the Union and the Director of Human Resources, who will co-chair the committee.

The Parties agree to meet on a regular basis (to commence no later than March 18, 2013 and be completed no later than September 30, 2013) and have meaningful discussions with the intent to propose appropriate operational changes to the existing Collective Agreement language (Schedule B).

The current shift assignment scheduling process (currently in dispute by the Parties) will continue uninterrupted without any additions or deletions to the scheduling process by either Party. No furtherance of grievance action on this topic will proceed until a conclusion has been determined from the joint committee process, inclusive of the arbitrator's decision (if applicable).

Any changes to the existing language must include the following:

- The completed schedule of vacant shifts for each schedule period will be posted in the staff rooms of each facility (at an agreed-to time frame) prior to the first day of the upcoming schedule period.
- Should a Lifeguard/Instructor fail to accrue a minimum of two hundred (200) hours of service during the calendar year, she/he will be removed from the Auxiliary Seniority List but continue to maintain Auxiliary status for all purposes.

All changes proposed must be jointly agreed to by both Parties and signed off. Once agreed to, these changes will form the basis of a Letter of Agreement to be appended to the Collective Agreement.

Should the Parties fail to reach agreement on the Lifeguard/Instructor shift assignment scheduling process by September 30, 2013, the Parties will meet to jointly choose a mediator-arbitrator to assist the parties in resolving those items that remain in dispute. Failure to reach agreement upon completion of the mediation process, the mediator-arbitrator will render a final and binding decision.

Cost of the mediator will be borne equally by both Parties.

Agreed the 11th Day of March, 2013

For City of Richmond



For CUPE, Local 718





Letter of Agreement #10

City of Richmond and CUPE Local 718 and CUPE Local 394

BENEFITS RECIPROCITY BETWEEN UNIONS

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

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

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

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

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

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

Agreed the 11th Day of March, 2013

For City of Richmond



For CUPE Local 718



For CUPE Local 394

