

This Agreement made the                    day of July in the year Two Thousand and One.

BETWEEN:

**THE CORPORATION OF THE CITY OF NEW WESTMINSTER**

(hereinafter called the "Employer"),

OF THE FIRST PART

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 387**

(hereinafter called the "Union"),

OF THE SECOND PART.

**1. COVERAGE**

WHEREAS the Employer is an Employer within the meaning of the Labour Relations Code;

AND WHEREAS the Union is the bargaining agent for employees at New Westminster, British Columbia, except those for whom the City of New Westminster Policemen's Association, the City of New Westminster Firefighters' Union (Local Number 256 of the International Association of Firefighters), the International Brotherhood of Electrical Workers, Local Number 213, the New Westminster Public Library Staff Association and the Registered Nurses' Association of British Columbia (Labour Relations Division) are certified; and those excluded by the Labour Relations Code;

THIS AGREEMENT shall constitute the wages and working conditions for the employees so certified.

**2. TERM OF AGREEMENT**

This Agreement shall be for a term of three (3) years with effect from 2000 January 01 to 2002 December 31, both dates inclusive.

The operation of sub-sections (2) and (3) of Section 50 of the Labour Relations Code shall be excluded specifically from and shall not apply to the new Collective Agreement.

Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, this Agreement 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, 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 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.

### **3. UNION SECURITY**

- a) Every employee covered by this Agreement shall, within thirty (30) calendar days of commencing employment with the Employer, become a member of the Union.
- b) Any present employee who at the date of this Agreement is a member of the Union, and
- c) Any employee who after the date hereof shall become or be reinstated as a member of the Union, shall as a condition of continued employment maintain membership in good standing in the Union and upon receipt of a notice from the Union that such person has ceased to be a member of the Union, the Employer agrees to give such person one (1) month's notice of dismissal in writing.
- d) PROVIDED HOWEVER that the Employer shall not be called upon by the Union to dismiss an employee by reason of his ceasing to maintain membership in the Union except in the case of nonpayment of dues or assessments or a fine properly imposed by the Union. In the case of a fine, the Union agrees to furnish the Employer with the reason for the imposition of the fine and in the event that the Employer shall disagree with such reason, the matter may be referred to the arbitration of three (3) arbitrators appointed as provided in Article 11(d) of this Agreement.
- e) All employees covered by the Union Certificate of Bargaining Authority shall, irrespective of membership in the Union, pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction. This deduction shall become effective on the first day of the month coincident with or

next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the Employer on the final day of the first pay period in that month. This arrangement shall remain in effect for so long as this Union remains the recognized bargaining authority.

- f) As a condition of being appointed to the permanent staff, every new employee shall within the first six (6) months of service file a Certificate of Birth or other satisfactory proof of age as may be required by the Employer.

### **GENERAL CONDITIONS**

The following general conditions listed in Articles 4 to 10 inclusive, shall be applicable to all classes of employees, (i.e., (1) Schedule "A" - Inside Employees, (2) Schedule "B" - Outside Employees, (3) Schedule "C" - Recreation and Hourly Rated Inside Employees) unless otherwise indicated.

#### **4. DEFINITIONS**

- a) Probationary Employees shall mean and include those employees employed during the first six (6) months of service in any established position.
- b) A Regular Fulltime Employee is an employee who is employed on a Fulltime 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.
- c) A Regular Part-Time Employee is an employee who is employed on a regular part-time schedule of weekly hours for an indefinite period of time, provided that the number of weekly hours is at least equal to one-half or more of the regular hours associated with the class of positions (for either Inside or Outside classes, i.e. 17.5, 18.75, or 20 hours as the case may be).
- d) An Auxiliary Employee is any other employee.
- e) A Permanent Employee shall mean and include a probationary employee who has completed six (6) continuous months of service in any established position and any employee who has worked full-time continuous hours for a twelve (12) consecutive month period, inclusive of vacation.

## **5. WORKING CONDITIONS**

### **5.1. Seniority**

- a) In making promotions, demotions, transfers and in laying off employees, the required knowledge, ability and skills for the position shall be the primary consideration. When two or more applicants are equally qualified for the position, seniority shall be the determining factor.
- b) No employee shall have any rights based on seniority until he has completed the probationary period, except as provided in Article 5.4 herein. Upon completion of the probationary period in the case of an employee in an established position, or upon completion of twelve (12) months of continuous fulltime employment in the case of an employee in an auxiliary position, the employee's seniority shall be based on the total length of continuous service with the Employer and shall be maintained and accumulated during:
  - i) absence due to layoff, providing the period of layoff does not exceed six (6) months;
  - ii) absence due to bona fide sickness or accident;
  - iii) authorized leave of absence;
- c) An employee shall lose his seniority for any one of the following reasons:
  - i) if the employee voluntarily leaves the service of the Employer;
  - ii) if the employee is discharged for proper cause and is not reinstated;
  - iii) if continuously laid off because of lack of work for a period of more than six consecutive months.
- d) The Employer shall on January 01 of each year provide the Union with an up-to-date seniority list.
- e) In calculating the seniority order of employees that are hired on the same day, the senior employee shall be determined on the basis of which employee has previously worked for the Employer, and in the event both employees previously worked for the Employer, or neither employee previously worked for the Employer, then the older employee shall be senior.

## **5.2. Probation Period**

- a) Upon appointment, an employee shall serve a probation period of six (6) months in the position before being confirmed in the appointment.
- b) Upon promotion or transfer, an employee shall serve a probation period of up to six (6) months in the new position before being confirmed in the appointment. If the appointment is not confirmed, the Employer shall revert the employee to his previous position or to a position in his former class for which the employee is qualified.
- c) In all cases where an employee is reverted to his previous position or to a position in his former class 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 his previous position or to a position in his former class for which the employee is qualified.

## **5.3. Layoffs and Recall**

- a) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall notify employees 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, he shall be paid for those days for which work was not made available. The aforementioned ten (10) days notice shall be limited to those Regular Fulltime, Regular Parttime, and Auxiliary employees who acquired seniority rights in either a regular seniority pool or auxiliary seniority pool.
- b) In the event of a layoff, employees 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 paid position.
- c) Employees shall be recalled to positions for which they are qualified, in the order of their bargaining unit-wide seniority.
- d) No new employees shall be hired following a layoff until those employees who were laid off have been given a reasonable opportunity of recall as follows:
  - i) the Employer shall make every reasonable attempt to contact the employees in order of their seniority in the Bargaining Unit and the employees shall be recalled by the Employer in such order provided that they respond within forty-eight (48) hours of the initial attempt of the Employer to contact them;

- ii) upon making contact with an employee, the Employer shall specify the time when the employee shall report for work;
- iii) an employee who does not respond within forty-eight hours of the initial attempt of the Employer to contact him, or who refuses to report for work shall be placed at the bottom of the list of employees eligible for recall under this Article notwithstanding his seniority in the Bargaining Unit;
- iv) an employee notified to return to work shall report at the time and place specified by the Employer or, in extenuating circumstances, within fourteen (14) calendar days from the date of the initial attempt of the Employer to contact him;
- v) it shall be the responsibility of all employees who have been laid off and wish to be recalled by the Employer to keep the Employer informed of their respective current addresses and telephone numbers;
- vi) Where, due to a layoff, a Fulltime employee has had his/her hours of work reduced and his/her employment status changed, the employee may, at his/her option, continue to contribute to the Municipal Super-annuation 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.

#### **5.4. Seniority Pools**

##### a) Regular Seniority Pool

Access to the Regular Seniority Pool will be extended to:

- i) all Regular Fulltime employees upon completion of a six (6) month probationary period;
- ii) all Auxiliary employees upon the expiration of one (1) year of full-time continuous employment;
- iii) all Regular Parttime employees upon completion of the same number of hours as are applicable to a Regular Fulltime employee occupying a similarly classified position.

Upon qualifying for a Regular Seniority Pool, an employee will be credited with his full period of service or all hours worked since his first day of employment in one or other of the eligible categories, (i.e., Regular Fulltime, Regular Parttime or fulltime continuous service as an auxiliary employee).

b) Auxiliary Seniority Pool

Access to each Auxiliary Seniority Pool will be extended to all Auxiliary employees upon the conditions set forth as follows:

- i) Effective 2000 October 30<sup>th</sup>, an Auxiliary employee who has worked 1200 hours within two consecutive calendar years, who will gain entry onto the Auxiliary seniority list and will be deemed to possess seniority.
- ii) Upon gaining entry onto the Auxiliary seniority list, an employee will be credited with the number of hours worked in any class of positions, and will hold class seniority in any such class accordingly.
- iii) An employee who has gained entry onto the Auxiliary seniority list, will continue to accumulate class seniority in any class in which he or she works in accordance with the numbers of hours worked in a position within such class.
- iv) An Auxiliary employee's seniority will be lost as the result of a break in service with the Employer which exceeds one year.
- v) Where pay ranges exist, eligibility for advancement to the next increment shall be based on the number of hours served by a Regular Fulltime employee for such eligibility.
- vi) Class Seniority is to be exercised within the following units:
  - Aquatics Facilities - Indoor and Outdoor
  - Century House and Parks and Recreation Clerical Staff
  - Animal Control Center and Parking Patrol
  - Centennial Community Center and Queensborough Community Center
  - Concession Operations
  - Engineering Department - Outside Employees
  - Queens Park and Moody Park Arena
  - Museum and Irving House
  - Parks and Recreation Department - Outside Employees
  - Skate Shop Operations
  - All Departments at City Hall including Police and Fire Departments
- vii) In the event of a layoff of Auxiliary employees within a class (whether the layoff takes place within a program, a geographical area or across the entire bargaining unit) those employees having the greatest seniority within the class shall be the last ones laid off.

- viii) Other than as might be provided for pursuant to the terms of Article 5.4(b) (vii) herein, no Auxiliary employee shall have the right to bump another employee after having being laid off.
- ix) An Auxiliary employee having class seniority, and having been laid off, must, if he wishes to be considered for future Auxiliary employment, elect to register himself with the Employer for future Auxiliary employment in which case he will be given preference in hiring for future vacancies within various classes on the basis of his class seniority.
- x) Registration for future Auxiliary employment will be made upon a standard application for employment form which will be signed and dated by the applicant and which will state the classes within which the applicant would be willing to accept a position. The completed form will be signed and dated by an authorized representative of the Employer and both the applicant and the Union will be provided with a copy by way of receipt.
- xi) When an Auxiliary employee who has attained class seniority, who has been laid off, and who has registered for future Auxiliary employment, also registered his desire to be taken into consideration for Auxiliary work in a class for which he does not possess class seniority, he 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 his skills, knowledge and ability are sufficient so as to render him qualified, then if the Auxiliary employee is the only registered and qualified applicant he shall be appointed to the said position;

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.

### **5.5. *Parttime Employee Benefits***

All Parttime employees shall be governed by the following benefit provisions:

a) Benefits

A Regular Parttime employee who occupies a position with a regular schedule of core hours each week equal to or greater than half the number of hours associated with the normal regular fulltime hours for the position (e.g. 17.5 for a 35 hour work week, 18.75 for a 37.5 hour work week, or 20 for a 40 hour work week) shall receive the following benefits:

- i) a payment of ten percent (10%) of regular earnings in lieu of vacation and statutory holiday pay. After ten years of continuous service, the payment in lieu of vacation and statutory holiday pay shall be twelve percent (12%). After fifteen years of continuous service, the payment in lieu of vacation and statutory holiday pay shall be fourteen percent (14%) of regular earnings. After twenty three years of continuous service the payment in lieu of vacation and statutory holiday pay shall be sixteen percent (16%) (the entitlement to this benefit is based on the date the employee commenced employment as a Regular Parttime Employee);
- ii) Medical, Extended Health, Group Life and Dental Plan coverage on the same basis as a Fulltime employee except that the eligibility periods shall be calendar months. The Employer shall pay the whole premium for the Extended Health, Group Life and Dental Plans; and the employee shall pay the whole premium for the Medical Plan.
- iii) Sick Leave coverage on a prorated basis, calculated on the same proportionate basis as the Regular Parttime employee's weekly schedule of core hours bears to the fulltime hours for that class of positions. Regular Parttime employees shall qualify after the same eligibility period applicable to Fulltime employees except it shall be calendar months for Regular Parttime employees; and
- iv) Workers' Compensation coverage on an approximate net pay basis after completion of six (6) calendar months of employment.

b) Change in Hours Worked

- i) Where a Regular Parttime employee's core hours are increased such that the employee qualifies for the benefits in paragraph (a), the employee's current service shall count towards the benefit eligibility periods.
- ii) Where a Regular Parttime employee's core hours are reduced such that the employee no longer qualifies for the benefits in Paragraph (a), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of

benefits pursuant to Paragraph (c) commencing on the first of the month following the expiry of the benefit coverage.

c) Payment in Lieu of Benefits

All Regular Parttime employees not covered by Paragraph (a) 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 Parttime 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 Article 5.5(d) herein.

d) Leave of Absence

Upon the completion of six (6) calendar months of employment, all Regular Parttime employees shall also be entitled on a prorated basis to the same Compassionate Leave and Jury and Witness Duty Leave and on a full basis to the same Maternity Leave, Parental Leave and Adoption Leave to which Regular Fulltime employees are entitled, provided that a Regular Parttime employee shall not be paid any amount in lieu of benefits when on unpaid leave of absence.

e) Statutory Holiday

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

f) Overtime

Overtime rates will be paid on the following basis to all Regular Parttime employees:

- i) time and one-half for the first 4 hours worked in excess of the normal daily hours in a day;
- ii) two times for hours worked beyond 4 in excess of the normal daily hours in a day;
- iii) in any case where an employee has already performed work on five days during the week, time and one-half for any hours worked prior to 12:00 noon on his sixth day of work in that week, two times for hours worked

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

- iv) Parttime employees whose class of position is identified in Schedule C of this Agreement shall not be entitled to overtime unless the employee works more than eight (8) hours in a twenty-four (24) hour period or beyond a weekly average of forty (40) hours in a two week period.

g) Other Benefits

No other benefits shall be provided to Regular Parttime employees unless expressly stated in this Article.

h) Election of Benefits

Regular Parttime employees who exercised their rights under Article 5.5(h) of the 1991-1993 Collective Agreement between the Employer and the Union shall continue to receive benefits or a percentage in lieu of benefits in accordance with their election.

## **5.6. Auxiliary Employee Benefits**

All Auxiliary employees shall be governed by the following benefit provisions:

a) General

Subject to Paragraph (b) below, commencing with their first day of employment, all Auxiliary employees shall receive an amount equal to 12% of their total earnings (i.e., including overtime pay) in lieu of annual vacations, Statutory Holidays, Group Life, Medical, Extended Health benefits and Dental coverage. Employees who acquire Auxiliary seniority are entitled to 16% of regular earnings in lieu of all benefits. No other benefits will be provided to Auxiliary employees unless expressly stated in this Paragraph 5.6(a).

b) Statutory Holidays

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

c) Hours of Work

- i) Normal daily and weekly hours 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 Fulltime employee whose normal hours shall be deemed to be the normal hours of the Auxiliary employee.

- ii) Any employee who is employed as an Auxiliary employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a 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 purpose 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).
- iii) Any employee who is employed as an Auxiliary employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a six-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.

d) Overtime

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

- i) time and one-half for the first 4 hours worked in excess of the normal daily hours in a day;
- ii) two times for hours worked beyond 4 in excess of the normal daily hours in a day;
- iii) in any case where an employee has already performed work on five days during the week, time and one-half for any hours worked prior to 12:00 noon on his sixth day of work in that week, two times for hours worked after 12:00 noon on his sixth day, and two times for all hours worked on his seventh day of work in that week.
- iv) Auxiliary employees whose class of position is identified in Schedule C of this Agreement shall not be entitled to overtime unless the employee works more than eight (8) hours in a twenty-four (24) hour period or beyond a weekly average of forty (40) hours in a two week period.

e) Shift Differential

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

### **5.7. Posting Positions and Filling Vacancies**

- a) It is agreed that before filling any position of the permanent staff of the Employer notice thereof will be posted in the City Hall and in such other places as may be designated by the Employer for five (5) working days before such position is filled, with the exception of the posting of notices for the following positions for which no notice shall be required.
  - i) Laborer 1
  - ii) Laborer 2 (effective 1995 April 24)
  - iii) Clerk Typist 1
  - iv) Clerk 1
- b) All notices of vacancies posted pursuant to Paragraph 5.7(a) shall contain the following information:
  - i) nature of position;
  - ii) required qualifications, knowledge, education and skills;
  - iii) wage or salary rate or range;
  - iv) shifts (if any);
  - v) anticipated length of any temporary assignment, if posted; and
  - vi) a statement that the vacant position is open to male and female applicants.

### **5.8. 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 him 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 his total length of service with the Employer.

## **6. REMUNERATION**

### **6.1. Rates of Pay**

The rates of pay for "Inside" employees, "Outside" employees, "Recreation and Hourly rated Inside" employees and "Program Staff" are set out in Schedules A, B, C and D respectively which are attached hereto and form part of this Agreement.

### **6.2. Increments**

- a) Classes of positions listed in Schedule A receive annual increments except for the class of Clerk Typist 1 which receives semi-annual increments and classes valued at the following pay grades:

Pay Grades 9 to 14:           6 months eligibility to move from  
  increment 1 to 2 and 2 to 3;  
  thereafter 12 months eligibility.

Pay Grade 15 and 15.5:    6 months eligibility to move from  
  increment 1 to 2; thereafter 12 months eligibility.

Pay Grade 16 and above:   12 months eligibility.

- b) Upon the completion of six (6) accumulated months of service as a Laborer 1, an employee shall be classified and paid as a Laborer 2.

### **6.3. Apprentice Wage Rates**

- a) Wage rates for Apprentices who are employed by the Employer shall be determined as a percentage of the hourly wage rate for the class of Tradesman 2 as contained in Schedule "B" which is attached hereto and forms part of this Agreement;

PROVIDED HOWEVER that the wage rate for the class of Laborer 1 as contained in Schedule "B" attached hereto shall constitute the minimum wage rate payable to any Apprentice.

- b) The percentage figures referred to in Article 6.3(a) are contained in Schedule "B" which is attached hereto and forms part of this Agreement.

#### **6.4. Acting Pay**

- a) On every occasion that an Inside Employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by the Agreement which is senior to the position which is normally held by the employee, and where the employee acts for more than half the number of hours in a day in the senior-rated position, the employee shall be entitled to receive acting pay for the number of hours spent acting in the higher rated position. The employee shall be entitled to receive the minimum rate of pay in the scale for such senior position, except where the salary received by the employee in their own position is equal to, or exceeds, the minimum rate of the senior position, in which case the employee shall receive the next higher rate in the pay range of the senior position.
- b) An Outside employee who is temporarily required to work in a position with a wage rate which is higher than that wage rate for the position in which he is normally employed shall receive the wage rate of that higher classification while so required to work.
- c) 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.
- d) An employee who is required to work in a position with a wage or salary rate which is lower than that wage or salary rate for the position in which he is normally employed, for a period not exceeding twenty-two (22) consecutive working days, shall suffer no reduction in pay in consequence thereof.

#### **6.5. Daily Guarantee**

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

- d) The Letter of Understanding dated 1985 March 15 between the Employer and the Union shall continue in effect until 1996 December 31 and remain in effect thereafter until either party serves written notice to cancel it during a period of bargaining. Such cancellation shall only be effective at the conclusion of such bargaining if no other arrangements are mutually agreed.

## **6.6. Hours Between Shifts**

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 8 or 32 hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.

## **6.7. Split Shifts**

Where an employee works a split shift, the shift shall be completed within twelve (12) hours of commencing such shift.

## **6.8. Overtime**

- a) Overtime shall be defined for Regular Fulltime employees as:
  - i) time worked immediately following an employee's regular shift;
  - ii) time worked immediately preceding an employee's regular shift, where it has been pre-scheduled by notice provided prior to the end of the previous regular shift;
  - iii) time worked at any other time, where it has been pre-scheduled by notice provided prior to the end of the previous regular shift except as otherwise provided in Article 8.5 herein.
- b) Regular Fulltime employees shall be paid for overtime worked at the following rates:
  - i) One and a half times (1½x) the rate of pay for the first two (2) hours of overtime on any regular working day if worked immediately preceding or immediately following an employee's regular shift;

- ii) Double times (2x) the rate of pay for all overtime worked at any other time. Employees shall be paid a minimum of one and one half (1 1/2) hours of pay at double the rate of pay for overtime not covered in Paragraphs 6.8 (b)(i) and 6.8 (b)(ii).
- c) All employees required to work overtime shall elect at the time of working such overtime whether to be paid for it or instead to receive compensating time off in lieu. An employee who elects to receive compensating time off, shall be credited with compensating time off equivalent to the number of hours which he would have been paid for the overtime worked, and, subject to an employee's request to be granted compensating time off being approved by his department head (or delegate) such employee shall be granted any portion of the compensating time off to his credit at the pay rate or rates in effect at the time the overtime in question was worked. All compensating time off credited during the 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.
- d) Inside Employees

An employee who works a regular shift outside the normal hours of 8:00 a.m. to 5:00 p.m., Monday to Friday inclusive, shall not be entitled to overtime compensation until after the completion of his full shift.
- e) Outside Employees
  - i) An employee who works a regular shift outside the normal hours of 7:00 a.m. to 4:30 p.m., Monday to Friday inclusive, shall not be entitled to overtime pay until after the completion of his full shift.
  - ii) Due to the nature of the work carried on by the Greenhouse employees and the employees regularly employed in the Park Stadium, it shall be permissible for such employees to work more than five (5) consecutive shifts in a week; however, they shall not average more than forty (40) hours per week in a two (2) week period. Overtime rates shall apply when an employee works more than eight (8) hours in a twenty-four (24) hour period or beyond the weekly average of forty (40) hours in a two (2) week period.
- f) Non-standard employees

Employees whose work is other than Monday to Friday shall for overtime calculation purposes have their first rest day or day off considered a Saturday and their second rest day or day off considered a Sunday.

## **6.9. Callout**

- a) The following provisions shall apply to Regular Fulltime employees:
  - i) Callout is to be defined as being called back to work at any time following completion of an employee's regular shift except when pre-scheduled by notice provided prior to the end of the employee's previous regular shift which is defined as overtime in Article 6.8.
  - ii) An employee who is called back to work shall be paid double time for the time actually worked plus one (1) hours allowance for travelling to and from home, with a minimum of three (3) hours of pay at double the rate of pay. (The minimum includes one (1) hour for travelling time.)
  - iii) If additional calls are made upon the employee prior to the expiry of the three (3) hour period or prior to his arrival home, whichever last occurs, such additional calls 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) hours allowance for travelling 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 travelling time.)
  - iv) Notwithstanding the callout minimum, an employee who is at the work place prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.

## **6.10. Standby**

- a) All employees shall receive standby provisions as follows:
  - i) Employees who stand by between the end of the normal day shift on the first day of work in a week (excluding Statutory Holidays) until the beginning of a normal day shift on the last day of work in a week shall be paid one (1) hour of pay for each period of eight (8) hours standing by, in addition to callout pay as earned;
  - ii) For all standby on Statutory Holidays, and weekends, one (1) hour of pay for each period of six (6) hours standing by, in addition to callout pay as earned;

- iii) Where a period of standby exceeds an exact multiple of six (6) or eight (8) hours as the case may be, the balance shall be paid as follows:
  - a) one half ( $\frac{1}{2}$ ) hour standby pay for periods of half or less than half of the full period;
  - b) one (1) hour standby pay for periods of more than half of the full period;
- iv) All standby will be paid for at the employee's regular rate of pay.

### **6.11. Meal Breaks**

- a) 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 Parttime and Auxiliary employees shall not work more than five (5) consecutive hours without an unpaid eating period.
- b) Employees shall receive meal provisions as follows:
  - i) During Overtime

Upon completion of two (2) continuous hours of overtime work immediately preceding or immediately following an employee's regular shift, the employee becomes entitled to a paid meal break of one-half ( $\frac{1}{2}$ ) 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 ( $3\frac{1}{2}$ ) continuous hours of callout work or pre-scheduled overtime work, an employee becomes entitled to a paid meal break of a one-half ( $\frac{1}{2}$ ) hour which the Employer may permit to be started at any time within the three and one-half ( $3\frac{1}{2}$ ) hour period but, except in an emergency, no later than the end of the three and one-half ( $3\frac{1}{2}$ ) hours.
  - iii) During Overtime, Callouts and Pre-scheduled Overtime

Upon the completion of each succeeding three and one-half ( $3\frac{1}{2}$ ) continuous hours of callout work or overtime work, the employee shall be given another paid meal break of one-half ( $\frac{1}{2}$ ) hour which, except in an emergency, shall be taken at the end of each three and one-half ( $3\frac{1}{2}$ ) hour work period.

- c) For each meal break given to an employee under Clauses 6.11(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.
- d) Where by reason of an emergency it is not feasible to give a meal break at the designated time under Clauses 6.11(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.

**6.12. Effective Date for Pay Adjustments**

Individual pay adjustments arising from periodic increments, reclassifications, revaluations and promotions (but not acting in a higher capacity) are to commence at the beginning of the bi-weekly pay period, the first day of which is nearest the calendar date of the pay adjustment.

**6.13. Derivation of Bi-weekly and Monthly Rates**

- a) The hourly rates set forth in Schedules "A", "B", "C" & "D" shall be the basis for application of any general salary increases. The formula for converting the hourly rates to bi-weekly and monthly rates is as follows:

$$\begin{array}{rclcl}
 \text{hourly} & \times & \text{bi-weekly} & = & \text{bi-weekly rate (taken to} \\
 \text{rate} & & \text{hours} & & \text{two decimal places)} \\
 & & & = & \text{monthly rate (taken to the} \\
 & & & & \text{nearest dollar)} \\
 \hline
 \text{bi-weekly rate} \times 26.089 & & & & \\
 \text{12} & & & & 
 \end{array}$$

- b) Where Inside 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.

**7. SPECIAL ALLOWANCES**

**7.1. Dirty Pay**

- a) A pay differential of fifty cents (50¢) per hour shall apply to any employee for the time the employee is in actual contact with live sewage while cleaning sewage pump stations, clearing blocked sewers or making sewer connections; such time to be subject to the approval of the supervisor.

- b) Whenever a cemetery employee is required to perform disinterring duties then they shall receive an additional two (2) hours pay at regular rates.

**7.2. Occupational First Aid Pay**

- a) Employees who are required by the Employer to perform first aid duties in addition to their normal duties, and who hold a valid Workers' Compensation Board Occupational First Aid Certificate, shall be paid a premium in accordance with the certificate required as follows:

	<u><b>Fulltime Employees</b></u>	<u><b>Regular Parttime &amp; Auxiliary Employees</b></u>
OFA Level 2	\$85.00 per month	55¢ per hour
OFA Level 3	\$100.00 per month	65¢ per hour

- b) The Employer will pay course fees required to complete the OFA Level II and OFA Level III to employees who are required to possess such certification.

**7.3. Retirement Pay**

Any Regular Fulltime 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 one (1) month of pay at his normal salary rate on termination of his employment for any reason.

**7.4. Shift Differential**

The following provisions shall apply to Inside and Outside employees:

- a) Subject to Schedule A-2, all Inside employees shall be paid a shift differential of seventy-five cents (75¢) per hour for all regular hours worked between the hours of 6:00 p.m. and 7:00 a.m.

- b) Subject to Schedule B-2, all Outside employees shall be paid a shift differential of seventy-five cents (75¢) per hour for all regular hours worked between the hours 5:30 p.m. and 6:00 a.m.
- c) Where, under Articles 7.5(a) and 7.5(b) more than one-half (½) of the employee's regular shift qualifies for the shift differential, then the shift differential shall be paid for all regular hours worked during the entire shift.
- d) Shift differential shall not apply to any employee during Overtime, Callout or Standby.

### **7.5. Uniforms**

Upon entering the service of the Employer, a Parking Patrol Officer shall receive two (2) pairs of pants, one (1) tunic, a cap, and one issue of other pieces of uniform. Slickers and capes shall be issued as needed. Replacements or additions to the aforementioned shall be as required.

### **7.6. Two Person Sanitation Crews**

- a) A premium of forty-six (46¢) per hour shall be paid to employees classified as Truck Driver-Swamper I or Truck Driver-Swamper 2 while they are assigned to work on a two person crew on a garbage packer. In the event that more than two employees are assigned to a garbage packer, the aforementioned premium shall not be paid for any hour that the crew size is greater than two employees.
- b) Overtime and similar payments made to an employee covered by Paragraph (a) shall be based on the employee's classified rate of pay and shall be exclusive of the forty-six cent (46¢) hourly premium. In addition, the employee would continue to be paid the forty-six cent (46¢) premium for each hour that there are only two employees assigned to the garbage packer.

## **8. VACATIONS, STATUTORY HOLIDAYS AND OTHER LEAVE**

### **8.1. Vacations**

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

- a) Fulltime employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act.
- b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12th) of ten (10) working days for each month or portion of a month greater than one-half (½) worked by December 31st.
- c) Fifteen (15) working days of annual vacation with pay shall be granted during the second (2nd) up to and including the seventh (7th) calendar year of service of the employee.
- d) Twenty (20) working days of annual vacation with pay shall be granted during the eighth (8th) up to and including the fifteenth (15th) year of service.
- e) Twenty-five (25) working days of annual vacation with pay shall be granted during the sixteenth (16th) up to and including the twenty-third (23rd) calendar year of service of the employee.
- f) Thirty (30) working days of annual vacation with pay shall be granted during the twenty-fourth (24th) and all subsequent calendar years of continuous service of the employee.
- g) Fulltime employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which the termination occurs on the basis of one-twelfth (1/12th) of their vacation entitlement for that year for each month or portion of a month greater than one-half (½) worked to the date of termination;

PROVIDED THAT

- h) "Calendar year" for the purpose of this Agreement shall mean that twelve (12) month period from January 1st to December 31st inclusive.
- i) In all cases of termination of service for any reason other than for retirement on Superannuation or on attaining maximum retirement age, adjustment will be made for any overpayment of vacation.
- j) In calculating continuous employment under the foregoing provisions, only years in which an employee has worked Two Hundred and Twenty-five (225) days or more shall be taken into account.
- k) 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 he earns such vacation, and

- ii) may defer the taking of any part of such annual vacation in excess of fifteen (15) working days;

PROVIDED HOWEVER that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Article 8.1(k) shall be twenty (20) working days.

## **8.2. Retirement Vacation Bank**

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 his 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 his 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.

## **8.3. Vacation in the Year of Retirement**

Any Regular Fulltime 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 his 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.

## **8.4. Supplementary Vacation**

Each Fulltime employee shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation to which the employee is entitled under Articles 8.1 and 8.3:

- a) Each Fulltime employee who is in his eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service, shall be entitled to five (5) working days of supplementary vacation;
- b) Each Fulltime employee shall become entitled to his or her supplementary vacation under this Article 8.4 on the first day of January in the year in which he or she qualified for such supplementary vacation. An employee shall take his or her supplementary vacation within five years of the date on which the employee became entitled to the supplementary vacation. An employee shall retain his or her 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 purpose of clarification).

### **8.5. Statutory Holidays**

- a) Basic Entitlement

All Regular Fulltime (including probationary) employees shall be entitled to a holiday with pay on the following Statutory holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by Council to be a civic holiday;

PROVIDED THAT

- b) Day Proclaimed in Lieu of Saturday or Sunday

Whenever one of the above-mentioned Statutory holidays falls on a Saturday or a Sunday and the Government of Canada and the Government of the Province of British Columbia, or either of them in the absence of the other, proclaim that such Statutory holiday be observed on a day other than Saturday or Sunday, then the day so proclaimed shall be read in substitution for such Statutory holiday;

SAVE AND EXCEPT THAT:

No Day Proclaimed in Lieu of Saturday or Sunday

Whenever one of the aforementioned Statutory holidays falls on a Saturday or a Sunday and neither the Government of Canada nor the Government of the Province of British Columbia proclaims that such Statutory holiday be observed on a day other than Saturday or Sunday, or the proclamations of such governments do not proclaim the same day for the observance of such Statutory holiday, then not less than seven (7) calendar days prior to that Statutory holiday the 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 day's pay at his regular rate of pay, or
- ii) a holiday with pay within the calendar year in which such Statutory holiday falls, on any normal working day which immediately precedes or immediately follows one of the employee's normal rest days or one of the Statutory holidays defined in Article 8.5(a).

c) Termination of Service

In the case of an employee's termination of service for any reason, adjustment will be made for any overcompensation provided under Article 8.5(b)(ii).

d) Employees Who Normally Work on Statutory Holidays

- i) Except as otherwise provided in Article 8.5(b) with respect to Statutory Holidays falling on a Saturday or a Sunday, if an employee whose duties normally require him to work on Statutory Holidays, is required to work on any Statutory Holiday named in Article 8.5(a) which falls on any day from Monday to Friday inclusive, then he shall be paid his regular pay for the holiday and in addition thereto he shall be given compensating time off equivalent to one and one-half times the number of hours worked on the holiday.
- ii) If an employee is required to work on the day off given to him in lieu of a Statutory Holiday, pursuant to the provisions of this Article 8.5(d) herein, then in lieu of such holiday he shall be paid his regular pay for the Statutory 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 Statutory Holiday shall be treated as overtime. For the purpose of this Article 8.5(d) a Statutory Holiday does not include a holiday designated by the Employer pursuant to Article 8.5(a) unless the employee is entitled to that holiday with pay in lieu of a Statutory Holiday.

e) Pay for Hours Worked on Statutory Holidays

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

f) Observation of Statutory Holidays

Whenever a Statutory Holiday falls on a Saturday or a Sunday and is observed on a weekday, that weekday shall be treated as the Statutory Holiday for purposes of

attracting premium rates for employees whose duties normally require them to work on that day, and work performed on the Saturday or Sunday shall not attract Statutory 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 Statutory Holidays, they may do so, but there may only be one premium day for such employees with respect to any one Statutory Holiday.

- g) An employee (except an employee governed by Article 8.5(d)), who is required to work on a Statutory Holiday defined in Article 8.5(a) which falls on or is observed on any day from Monday to Friday inclusive shall be paid his regular pay for the said holiday plus double the hourly rate of pay of the employee computed on the basis of his normal working hours for the hours worked on the holiday.

## **8.6. *Compassionate Leave***

- a) Any Regular Fulltime, or Regular Parttime employee who has completed six (6) months of employment, may be granted Compassionate Leave without loss of pay for a period not to exceed three (3) working days in the following events:
  - i) in the case of the death of the employee's spouse (including common-law spouse and same sex partner), child (including step-child), ward, brother, sister, parent (including step-parent), guardian, grandparent, grandchild and parent-in-law; or
  - ii) in the case of the death of any other relative if living in the employee's household.
- b) Any employee who qualifies for Compassionate Leave without loss of pay under paragraph (a) herein, and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam 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) shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.
- d) An employee who qualifies for Compassionate Leave without loss of pay under paragraph (a) may be granted such leave when on annual vacation if approved by his Department head. An employee who is absent on Sick Leave with or

without pay or who is absent on Workers' Compensation shall not be entitled to such Compassionate Leave without loss of pay.

- e) Upon application to, and upon receiving the permission of the Department Head, an employee who has completed six (6) months of employment may be granted leave of up to one-half ( $\frac{1}{2}$ ) 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.

### **8.7. *Maternity, Parental and Adoption Leave***

- a) Length of Leave

- i) Birth Mother

A pregnant employee shall be entitled to up to eighteen (18) consecutive weeks of Maternity Leave and up to twelve (12) 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.

- ii) 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 twelve (12) consecutive weeks of Parental Leave without pay. An employee shall be entitled to an extension of up to fourteen (14) consecutive weeks without pay immediately following the parental leave. 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.

- iii) 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 thirty-two (32) consecutive weeks following the commencement of the leave.

b) Notice Requirements and Commencement of Leave

- i) An employee who requests Parental Leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- ii) 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.)
- iii) 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.
- iv) An employee on Maternity Leave or Parental Leave shall provide four (4) weeks of notice prior to the date she or he intends to return to work.
- v) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- vi) Where a pregnant employee gives birth before requesting Maternity Leave or before commencing Maternity Leave, her Maternity Leave will be deemed to have started on the date she gave birth.

c) Return to Work

On resuming employment, an employee shall be reinstated in his or her previous or a comparable position and for the purposes of pay increments and benefits, referenced in Paragraph (e) herein, and vacation entitlement (but not for Statutory holidays or Sick Leave) Maternity and Parental Leave 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

- i) An employee on Maternity Leave or Parental Leave shall not be entitled to Sick Leave during the period of leave.

- ii) Subject to Paragraph (d)(i), an employee on Maternity Leave or Parental Leave who has notified his or her Department Head of his or her intention to return to work pursuant to Paragraph (b)(v) and who subsequently suffers any illness or disability which prevents him or her from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to Sick Leave benefits commencing on the first day on which he or she would otherwise have returned to work.

e) Benefits

- i) MSP, Dental, EHB and Life Insurance benefits 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 his or her 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.
- ii) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Pension (Municipal) Act.

f) Supplementary Employment Insurance Benefits

Effective 2002 January 01, the following Supplementary Employment Insurance Benefits will apply:

- i) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- ii) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- iii) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earning received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
  - (a) For the first six (6) weeks, which includes the two 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.
- v) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- vi) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the 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.

#### **8.8. *Absence from Duty of 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 coverage, sickness, accident insurance coverage and municipal Superannuation. The Union shall then reimburse the Employer of the amount of the account rendered within sixty (60) days.
- c) Upon application to, and upon receiving the permission of the Employer 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 Employer 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. Division Conventions of C.U.P.E., the Annual Convention of the B.C. Federation of Labour and the Biennial Convention of the Canadian Labour Congress.
- e) Upon application to, and upon receiving the permission of the Employer in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.
- f) The Employer agrees that any Fulltime officer of the Union who is on leave of absence for the purpose of performing his duties as an officer of the Union shall not lose his seniority in the service of the Employer and shall continue to accumulate seniority while he is performing such duties. Upon retirement from his duties as an officer of the Union, such former Union officer shall be entitled to a position within the class of positions to which his former position was allocated and for which he is qualified if any position within such class is held by an employee with less seniority than his own. If all of the positions within such class are held by employees with more seniority than his own or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which he is qualified.
- g) The Employer agrees that any employee who might be elected or appointed to a Fulltime 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 his seniority in the service of the Employer while on such leave of absence. Upon termination of such period of office, such an employee may return to the first vacant position for which he is qualified in the service of the 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.

### **8.9. *Jury and Witness Duty***

- a) An employee who is called for Jury Duty or subpoenaed as a witness shall be given time off work during the period of such duty. That employee will continue to be paid at his normal classified rate and any remuneration received by the employee for such duty shall be remitted to the Employer.

- b) Any costs related to the Court appearance (such as transportation, parking and meals) shall remain the responsibility of the employee. Employees are not required to remit to the Employer, allowances they receive from the Court for travelling, meals or related expenses.
- c) In cases where an employee's private affairs have occasioned a Court appearance, such leave to attend at Court shall be without pay.
- d) Employees granted leave of absence under this Clause shall not lose any seniority or benefits as provided under the Collective Agreement.

## **9. EMPLOYEE BENEFITS**

The Employer shall possess the sole responsibility for all aspects of the administration of the Health and Welfare Benefit Plans.

### **9.1. Medical Services Plan**

Each Regular Fulltime and Regular Parttime employee shall be entitled to enroll in the Medical Services Plan effective the first day of the calendar month immediately following the completion of three (3) months of continuous employment. The Employer shall pay the full premium for the Plan for Regular Fulltime employees. Regular Parttime employees shall pay the full premium for the Plan.

### **9.2. Extended Health Benefits Plan**

- a) Each Regular Fulltime and Regular Parttime employee shall be entitled to enroll in the Extended Health Benefits Plan effective the first day of the calendar month immediately following the completion of three (3) months of continuous employment. The Employer shall pay the full premium for the Plan.
- b) This Plan shall include Vision Care coverage in the amount of Two hundred, fifty dollars (\$250.00) payable per person, per twenty-four month period.
- c) This plan shall include hearing aid coverage to a maximum amount of seven hundred dollars (\$700.00) payable per person per five calendar year period.
- d) This plan shall include coverage for the services of a clinical psychologist to a maximum amount of six hundred dollars (\$600.00) payable per person per calendar year.
- e) This Plan shall include coverage for the purchase of nicotine patches to a maximum lifetime amount of three hundred, fifty dollars (\$350.00) per person.

- f) Coverage under this Plan shall include a spouse, dependent unmarried children until the age of 21, and dependent unmarried children until age twenty –five while they are in fulltime attendance at a recognized educational institute.
- g) The lifetime coverage of each person enrolled under the Extended Health Benefits Plan shall not exceed one million dollars (\$1,000,000.00).

### **9.3. Dental Plan**

- a) Each Regular Fulltime and Regular Parttime employee shall be entitled to enroll in the Dental Plan effective the first day of the calendar month following the completion of six (6) months of continuous employment.
- b) Coverage is to include a spouse, dependent unmarried children until the age of 21 and dependent unmarried children over the age of 21 while they are in Fulltime attendance at a recognized educational institute to age 25.
- c) The Dental Plan will provide for the following services:
  - i) Basic Dental Services (Plan A) - The Plan will pay for eighty percent (80%) of the approved Schedule of Fees.
  - ii) Prosthetics, Crowns and Bridges (Plan B) - The Plan will pay for fifty percent (50%) of the approved Schedule of Fees.
  - iii) Orthodontics (Plan C) - The Plan will pay for fifty percent (50%) of the approved Schedule of Fees for employees and dependents and, effective 2000 December 01, to a lifetime maximum of \$3,000.00 payable per dependent
- d) The Employer shall pay the full premium for the Plan.

### **9.4. Same Sex Benefit Coverage**

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

### **9.5. Group Life Insurance**

- a) Each Regular Fulltime and Regular Parttime employee shall be enrolled in the Group Life Insurance Plan effective the first day of the calendar month following the completion of six (6) months of continuous employment.

- b) Life insurance coverage shall be in the amount of one and one-half (1½) times basic annual salary, rounded to the next higher one thousand dollars, with minimum coverage of \$40,000 and maximum coverage of \$60,000.
- c) The Employer shall pay the full premium for the Plan.
- d) The provisions of Article 9.4(b) of the 1986-1987 Collective Agreement between the Employer and the Union regarding a \$1000 Life Insurance policy upon retirement shall continue only for employees who previously qualified or who qualify on or before 1988 December 31. The Employer shall pay the full premium for such coverage.

**9.6. Short Term Sick Leave Plan**

- a) Short term Sick Leave shall be defined as the first ten (10) working days of any absence due to illness or non-occupational injury.
- b) Each Regular Fulltime and Regular Parttime employee shall be enrolled in the Short Term Sick Leave Plan effective the first day of the calendar month following the completion of one (1) month of continuous employment.
- c) The Short Term Sick Leave Plan will provide for benefits which will approximate regular take-home salary.
- d) Contributions to the Municipal Pension Fund will continue to be based on the employee's regular salary rate and all other normal employee benefit plans will be maintained by the Employer.
- e) In the event of an injury that may qualify for Workers' Compensation, the employee will be paid from the Short Term Sick Leave Plan pending a decision by the Workers' Compensation Board. If the injury is determined to be compensable by the Workers' Compensation Board, then the employee will pay back to the Short Term Sick Leave Plan monies equal to those funds received from the Short Term Sick Leave Plan once the employee begins to receive payment from the Workers' Compensation Board.
- f) The Union shall undertake responsibility for the Short Term Sick Leave Plan. The participating members of the Union shall contribute a percentage of their regular classified salary on a regular basis to be determined by the Union. The amount of such contributions shall be determined by the Union and the participating members shall contribute the full premium necessary to fund authorized Short Term Sick Leave absences.

### **9.7. Medium Term Sick Leave Plan**

- a) Medium term Sick Leave shall be defined as the next fifteen (15) weeks of any absence due to illness or non-occupational injury in excess of Short Term Sick Leave.
- b) Each Regular Fulltime employee shall be enrolled in the Medium Term Sick Leave Plan effective the first day of the calendar month following the completion of three (3) months of continuous employment.
- c) The Medium Term Sick Leave Plan shall provide for benefits at 100% of regular classified salary.
- d) The initial credit of fifteen (15) weeks shall be reinstated in full immediately after an employee who has used any portion of the fifteen (15) week entitlement has returned to work for a continuous period of thirty (30) calendar days.  

An employee who has a subsequent illness or non-occupational injury prior to having his fifteen (15) week credit reinstated shall be entitled to use the residual balance of such credit following which he shall be on unpaid Sick Leave until a total of fifteen (15) weeks of Medium Term Sick Leave has been used at which time he shall be eligible for Long Term Sick Leave.
- e) Contributions to the Municipal Pension Fund will continue to be based on the employee's regular salary rate and all other normal employee benefit plans will be maintained by the Employer.
- f) In the event of an injury that may qualify for Workers' Compensation, the employee may be paid from the Medium Term Sick Leave Plan after absence of more than that covered by the Short Term Sick Leave Plan pending a decision by the Workers' Compensation Board. If the injury is determined to be compensable by the Workers' Compensation Board, then the employee will pay back to the Medium Term Sick Leave Plan monies equal to those funds received from the Medium Term Sick Leave Plan once the employee begins to receive payment from the Workers' Compensation Board.
- g) The full cost of the Medium Term Sick Leave Plan shall be paid by the Employer and shall be partially offset by the Employer and employee rebates of Unemployment Insurance premiums.

## **9.8. Long Term Sick Leave Plan**

- a) Effective 2000 November 30, Long Term Sick Leave shall be defined as the next forty (40) weeks of any absence due to illness or non-occupational injury in excess of Short Term and Medium Term Sick Leave.
- b) Each Regular Fulltime employee shall be enrolled in the Long Term Sick Leave Plan effective the first day of the calendar month following the completion of twelve (12) months of continuous employment, excluding unpaid leaves of absence of more than ten (10) accumulated working days and all time absent on Medium Term Sick Leave.
- c) Effective 2000 November 30, the Long Term Sick Leave Plan will provide for benefits of ninety percent (90%) of regular classified salary.
- d) Effective 2000 November 30, the initial credit of forty (40) weeks shall be reinstated in full immediately after an employee who has used any portion of the forty (40) week entitlement has returned to work for a continuous period of twelve (12) months.

An employee who has a subsequent illness or non-occupational injury prior to having his forty (40) week credit reinstated shall be entitled to use the residual balance of such credits following which he shall be on unpaid Sick Leave until a total of forty (40) weeks of Long Term Sick Leave has been used.

- e) Contributions to the Municipal Pension Fund will continue to be based on the employee's regular salary rate and all other normal employee benefit plans will be maintained by the Employer.
- f) In the event of an injury that may qualify for Workers' Compensation, the employee may be paid from the Long Term Sick Leave Plan after absence of more than that covered by the Medium Term Sick Leave Plan pending a decision by the Workers' Compensation Board. If the injury is determined to be compensable by the Workers' Compensation Board, then the employee will pay back to the Long Term Sick Leave Plan monies equal to those funds received from the Long Term Sick Leave Plan once the employee begins to receive payment from the Workers' Compensation Board.
- g) The full cost of the Long Term Sick Leave Plan shall be paid by the Employer.

## **9.9. Recurrent Sick Leave**

- a) An employee who returns to work following an absence on Sick Leave pursuant to Articles 9.6, 9.7 or 9.8 and has a recurrence of the same illness or non-

occupational injury within sixty (60) calendar days of returning to work shall commence Sick Leave on the appropriate Sick Leave Plan at the point reached prior to his return to work.

- b) A recurrence of the same illness or non-occupational injury after an employee has returned to work for a period longer than sixty (60) calendar days shall be considered to be a separate Sick Leave incident and the employee shall commence Sick Leave pursuant to Article 9.6 herein.

#### **9.10. Medical Certificates**

- a) Sick Leave pay is to be applied for in writing on a form to be supplied by the Employer, signed by the employee and approved by the Department Head.
- b) The Department Head may, at his discretion, demand a Medical Certificate from a medical practitioner authorized to practice in the Province of British Columbia and nominated by the Employer before any request for Sick Leave may be granted.
- c) In the event of a request for Sick Leave being refused by the Employer, the employee concerned may submit his grievance to the City Administrator.

#### **9.11. Gratuity Credits Plan**

- a) An employee who has not used three (3) days of sick leave in any one (1) year or has used only a portion thereof shall be credited with a gratuity of such unused portion. Deductions shall be applicable to the current calendar year and shall not affect any gratuity accumulated prior to the current calendar year.
- b) The total number of gratuity credits earned by each employee will be calculated on December 31st of each calendar year and will remain to the credit of each employee regardless of time lost in any subsequent year through illness or for any other reason.
- c) An employee who has completed three (3) years of continuous service may withdraw all or a portion of the gratuity credits which that employee has accumulated to December 31st of the previous calendar year under the following conditions:
  - i) Gratuity credits may be withdrawn in cash or in leave subject to the conditions contained in this Article 9.11;
  - ii) All requests for withdrawal shall be made in writing by the employee;

- iii) Gratuity credits which are withdrawn will be paid at the employee's regular classified rate at the time of the payout in cash or in leave;
- iv) A request for the conversion of gratuity credits into leave shall be subject to the approval of the employee's Department Head;
- v) An employee shall receive his total gratuity accumulation in cash upon leaving the employ of the Employer provided that he has completed at least three (3) years of continuous service. The aforementioned gratuity credits will be paid at the employee's regular rate of pay in effect at the time of his severance of employment with the Employer.

**9.12. *Workers' Compensation***

- a) A Regular Fulltime employee whose claim for WCB temporary disability benefits is accepted by the WCB, shall assign all monies received from WCB to the Employer and the Employer shall pay the employee's approximate net salary calculated on his classified rate of pay. If the WCB disallows an employee's claim, or if an employee has not had his WCB claim accepted, the Employer will pay full regular salary to the employee until the employee's Sick Leave, gratuity, vacation, overtime, and other credits are exhausted.
- b) Where a Regular Fulltime employee becomes entitled to Workers' Compensation and payment is not made for the first day or part day, such day or part day shall be paid by the Employer.

**9.13. *Long Term Total Disability Plan***

- a) Each Regular Fulltime employee shall be enrolled in the Long Term Total Disability Plan effective the first day of the calendar month following the completion of twelve (12) months of continuous employment. Each Regular Fulltime employee shall cease to be enrolled, and cease to be entitled to benefits, in the Long Term Total Disability Plan effective the last day of the calendar month which immediately precedes the employee's sixty-fifth birthday. The age at which an employee receiving Long Term Total Disability benefits shall cease to be entitled to such benefits is subject to approval by the Superannuation Commissioner.
- b) If evidence satisfactory to the underwriter is received that any Regular Fulltime employee who has completed twelve (12) months of continuous employment, has become totally and permanently disabled by accident, injury or disease, so that such employee will be permanently, continuously and wholly prevented thereby from performing any work for compensation or profit, then such employee shall be entitled to a total disability benefit, which when combined with

any compensation (other than an employee's privately purchased insurance) such as Workers' Compensation, any disability pension benefits pursuant to the Canada Pension Plan, any periodic payments related to the disability under a "no-fault" automobile insurance policy, will achieve a benefit calculated as follows:

Effective 2000 November 30, seventy percent (70%) of the regular salary at the time of disability, such rate of benefit to be indexed annually to a maximum of 7.0% in accordance with the negotiated annual general wage increases for the Union and to be continued during the period of total disability from year to year until the earlier of death, recovery, or age sixty-five.

- c) Subject to continued approval from the Superannuation Commissioner, the period of disability will be considered as pensionable service and will be approved for purposes of an indexed pension at age sixty-five without Superannuation contributions.
- d) The Employer will contribute the full premium for the Long Term Total Disability Plan. In addition, the Employer will continue to pay the full premiums for the Medical Services Plan, Extended Health Benefits Plan, Dental Plan and Group Life Insurance coverage during the period of the total disability.
- e) An employee who has been granted a Long Term Total Disability benefit shall retain employee status for the purpose only of payment of benefits under this Long Term Total Disability Plan.
- f) For as long as the Employer elects to underwrite the Long Term Total Disability Plan, claims for Long Term Total Disability benefits shall be assessed by an Adjudicative Committee consisting of three (3) representatives appointed by the Employer and two (2) Local 387 members appointed by the Union. The Committee shall make its decisions by majority vote. Where the Union disagrees with the Committee's decision it may ask the Committee to review its decision. Where the Union disagrees with the Committee's reviewed decision, the Union may refer the matter to the City Administrator for a final and binding decision.

Should the Employer elect to provide Long Term Total Disability benefits through a third party underwriter, the adjudication of claims shall be made by such third party and the Adjudicative Committee referred to above shall cease to exist.

Decisions relating to an employee's claim for Long Term Total Disability benefits, whether such decisions are made by the Adjudicative Committee, the City

Administrator or by a third party underwriter, are specifically excluded from review by the Grievance Procedure and Arbitration provisions contained in this Agreement.

#### **9.14. Sick Leave Reimbursement**

An employee who has received Sick Leave or Long Term Total Disability benefits for injuries caused by a third party, shall be obliged in the event such employee undertakes an action for recovery of damages against the third party, to seek recovery of the benefits paid to the employee pursuant to Articles 9.6, 9.7, 9.8 and 9.13, plus prejudgement and post judgement interest, and shall be obliged to reimburse the Employer to the extent the employee succeeded in recovering such benefits and interest. In making a claim to the courts, the employee or his representative shall request the presiding judge, or judge and jury, to specify the amount of any award which is attributable to the recovery of Sick Leave or Long Term Total Disability benefits and for any interest awarded. The Employer shall reimburse the Short Term Sick Leave Plan the amount of money and applicable interest paid out of the Plan on the employee's behalf in proportion to the total amount of money recovered. The Employer shall also credit the employee with any resultant gratuity days to which the employee is entitled.

#### **9.15. Pension Plan**

- a) A Regular Fulltime employee shall, following six (6) months of continuous employment, become eligible to enroll in the Municipal Pension Plan in accordance with the Public Sector Pension Plans Act.
- b) A Regular Parttime employee and an Auxiliary employee shall be entitled to enroll in the Municipal Pension Plan under the provisions and conditions of the Public Sector Pension Plans Act. The Public Sector Pension Plans Act permits a Regular Parttime and Auxiliary employee to enroll in and contribute to the Municipal Pension Plan provided that the employee has earned thirty-five percent (35%) of the Yearly Maximum Pensionable Earnings (YMPE) amount in two consecutive calendar years. The amount of employee contributions shall be in accordance with the Municipal Pension Plan and may be adjusted from time to time by the Plan.
- c) The vesting period for the Municipal Pension Plan is two years.
- d) All employees of the Employer who reach age sixty-five shall be retired whether or not they are contributors under the Public Sector Pension Plans Act.

- e) All employees shall be advised three (3) months in advance of their maximum retirement age.
- f) Subject to the provisions of the Public Sector Pension Plans Act, the Employer will contribute fifty percent (50%) of the cost (to be determined by the Superannuation Commissioner) of extending the pensionable service of an employee up to a maximum of one (1) year. This extension shall represent that period of time served by the employee in a probationary capacity in the employ of the Employer which has not heretofore been considered as pensionable service. This benefit shall be subject to the following conditions:
  - i) Only an employee who has a vested interest in the Municipal Superannuation Plan and has reached the minimum age of retirement as defined in the Public Sector Pension Plans Act or an employee who qualifies for a disability allowance under the Public Sector Pension Plans Act shall be eligible.
  - ii) An employee who is eligible hereunder by reason of his qualification for a disability allowance and wishes to take advantage of this benefit shall make his election to do so prior to terminating his employment.

## **10. TECHNOLOGICAL CHANGE**

### **10.1. Introduction of Technological Change**

During the term of this Agreement, any disputes 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 Article 11 of this Agreement, by-passing all other steps in the grievance procedure.

### **10.2. Arbitration of Technological Change**

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

- a) shall inform the Minister of Labour of its finding; and
- b) may then or later make any one or more of the following orders:
  - i) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
  - ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety days, as the arbitration board considers appropriate;
  - iii) that the Employer reinstate any employee displaced by reason of the technological change;
  - iv) that the Employer pay to that employee such compensation in respect of his displacement as the arbitration board considers reasonable.
- c) The Employer will give to the Union in writing at least ninety days' notice of any intended technological change that:
  - i) affects the terms and conditions or security of employment of a significant number of employees to whom this Agreement applies; and
  - ii) alters significantly the basis upon which this Agreement was negotiated.

## **11. GRIEVANCE PROCEDURE**

During the term of this agreement any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, but excluding an appeal of a decision relating to the Long Term Total Disability Plan, 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:

- a) Such grievance or difference shall first be taken up with the employee's immediate Supervisor within three (3) working days of such difference or grievance arising by the employee and a Union representative. If the difference or grievance is not settled, it shall then be stated in writing and submitted to the Department Head within fourteen (14) days of such difference or grievance arising.
- b) If such difference or grievance is not settled within fourteen (14) calendar days following the submission by the employee to the Department Head, it shall then

be submitted in writing to the City Administrator within thirty (30) additional calendar days.

- c) If such difference or grievance is not settled within fourteen (14) days following the submission by the Union to the City Administrator the Union shall present such grievance or difference in writing within thirty (30) additional calendar days to the Director of Human Resources who will immediately notify the Chair of the Joint Grievance Committee. The Joint Grievance Committee shall be comprised of four (4) members, each of whom shall have a vote; two (2) to be appointed by the Mayor, one (1) of whom shall be Chair, and two (2) to be appointed by the Union.
- d) Should the Joint Grievance Committee be unable by majority decision to effect a settlement of such difference or grievance within twenty-one (21) calendar days of receipt of such grievance by the Chair, such grievance shall be submitted to a Board of Arbitration within thirty (30) additional calendar days. The Board of Arbitration will be comprised of three (3) persons, one (1) of whom shall be appointed by the Employer and one (1) by the Union. The third member of the Board of Arbitration shall be appointed by the two members so appointed, and shall be Chair. Such appointment shall be made within fourteen (14) calendar days of the date on which notification has been received by the Director of Human Resources to proceed to arbitration. Should the members appointed by the parties fail to agree on a Chair within the fourteen (14) calendar days, the Chair shall be appointed by the Minister of Labour of the Province of British Columbia. The majority decision of the Board shall be final and binding on both parties and each party shall bear the expense of its nominee and shall pay one-half of the expense of the Chair.
- e) It is recognized by the Employer and the Union that there may be incidences where time limits cannot be adhered to (e.g. lengthy illness). In such cases, time limits may be extended by mutual consent of the parties.
- f) By mutual consent of the Employer and the Union, a single arbitrator may be appointed in substitution of a Board of Arbitration
- g) Where under Article 11, a Board of Arbitration finds that an employee has been dismissed, suspended or otherwise disciplined for other than proper cause, such Board of Arbitration may:
  - i) direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, suspension or other discipline or such lesser sum as, in the opinion of the Board of Arbitration, is fair and reasonable; or

- ii) make such other order as it considers fair and reasonable, having regard to the terms of this Agreement.

## **12. COMMITTEES**

### **12.1. Labour Management Committee**

- a) A Labour Management Committee shall be established with the following principal objectives:
  - i) to develop and maintain a continuous effective channel of labour-management communications.
  - ii) to provide a means whereby the Employer can keep the Union and employees informed of proposed organizational and technological change.
  - iii) to consider and resolve the effects of any proposed changes on individual employees.
  - iv) to consider and resolve matters affecting job security, training, development, safety, health and well-being of employees.
  - v) to encourage employees' and Union suggestions.

- b) Members

The Committee shall be comprised of four (4) members to be appointed by the Employer and four (4) to be appointed by the Union.

- c) Alcohol and Drug Abuse

The Employer agrees to refer difficult rehabilitation problems associated with alcohol and drug abuse to the Labour Management Committee for discussion and advice.

### **12.2. 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 City Administrator.

**13. RESIDUAL ITEMS**

Schedule G, which is attached and forms part of this Agreement, contains provisions agreed to by the Union and the Employer.

**14. 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, workloads or reduction of employment will be communicated to the Union at such interval before they are dealt with by Council as to afford the Union reasonable opportunity to consider them and make representations to Council concerning them and further that if employees are deprived of employment by any implementation of such change, they shall receive priority consideration for other employment with the Employer.

**15. PROVISIONS APPLICABLE TO COMMUNICATIONS OPERATOR 1 AND COMMUNICATIONS OPERATOR 2**

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

**15.1. Hours of Work**

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

- a) All classes noted herein shall work two eleven hour day shifts (07:00 to 19:00 inclusive of two one-half hour meal breaks) followed by two eleven hour night shifts (19:00 to 07:00 inclusive of two one-half hour meal periods) and then shall have four days of rest. In each eleven hour shift, each class will receive two unpaid one-half hour meal periods and two paid fifteen minute rest periods.
- b) The shift schedule will be designed so that each employee covered herein will be working in conjunction with a police platoon. The shift schedule shall be brought to an average of thirty-seven and one-half hours per week by granting each employee one additional day off each eleven weeks. This additional day must

be taken off and cannot be paid out in cash. The additional day will be granted to the employees covered herein as mutually agreed to by the parties.

## **15.2. Statutory Holidays**

- a) The work of the employees covered herein is required to be performed continuously and on every day, including Statutory Holidays throughout the year. As a result, each employee covered herein shall receive eleven consecutive seven and one-half hour working days off (82.5 hours) with pay in lieu of Statutory Holidays. At the beginning of each calendar year, each Fulltime employee will have their Statutory Holiday bank credited with 82.5 hours (eleven Statutory Holidays times seven and one-half hours). Employees commencing Fulltime employment after the commencement of the calendar year will have their Statutory Holiday bank credited with the remaining number of Statutory Holidays left in the calendar year following their commencement of Fulltime employment.
- b) All credit in the employee Statutory Holiday bank (82.5 hours maximum) must be taken in the calendar year in which it is earned. Any credits in the Statutory Holiday bank which remain at the end of the calendar year in which they are earned shall be forfeited by the employee.
- c) An employee covered herein who is scheduled and does work on a Statutory Holiday shall receive time and one-half their regular hourly rate for all hours worked between 00:01 and 23:59 on the day on which the Statutory Holiday actually falls. The aforementioned premium will not affect the employee's entitlement to eleven consecutive seven and one half hour working days off (82.5 hours).

## **15.3. Vacations**

- a) Paid annual vacations for all employees covered herein shall be in accordance with the Collective Agreement but shall be converted to hours in order to accommodate the eleven hour shift schedule. Examples of such conversions include:
  - i) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of seventy-five working hours for each month or portion of a month greater than one-half worked by December 31st;

- ii) 112.5 working hours of annual vacation with pay shall be granted during the second up to and including the seventh calendar year of service of the employee;
  - iii) 150 working hours of annual vacation with pay shall be granted during the eighth up to and including the fifteenth calendar year of service of the employee;
  - iv) 187.5 working hours of annual vacation with pay shall be granted during the sixteenth up to and including the twenty-third calendar year of service of the employee;
  - v) 225 working hours of annual vacation with pay shall be granted during the twenty-fourth and all subsequent calendar years of continuous service of the employee;
  - vi) An employee who is entitled to annual vacation of 150 working hours or more in any year shall take at least 112.5 working hours of such annual vacation during the year in which that employee earned such vacation and may defer the taking of any part of such annual vacation in excess of 112.5 working hours PROVIDED HOWEVER that the maximum deferred vacation which an employee may accumulate at one time pursuant to this paragraph 3(a)(vi) shall be 150 working hours;
- b) Each employee covered herein shall be entitled to paid supplementary vacation in addition to their annual vacation. The number of days of supplementary vacation to which an employee is entitled shall be multiplied by 7.5 to obtain the appropriate entitlement in the number of working hours;
  - c) Employees covered by this Agreement may select vacation leave periods independent of other members of the assigned platoon, provided that they notify the platoon supervisor of their selection by December 31st of the immediately preceding year.
  - d) The provisions of Article 8.2 (Retirement Vacation Bank) shall apply to each employee covered herein on the basis that each "day" comprises seven and one half hours.

#### **15.4. Overtime**

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

- a) Time and one-half for the first two hours of overtime worked on any regular working day if worked immediately preceding or immediately following an employee's regular shift;
- b) Double time for all overtime worked beyond two hours on any regular working day if worked immediately preceding or immediately following an employee's regular shift;
- c) Double time for all overtime worked at any other time than immediately preceding or immediately following an employee's regular shift;
- d) Meal breaks will be granted in accordance with appropriate articles in the current Collective Agreement between the parties.
- e) An employee who is at the workplace prior to the commencement of the employee's shift and who is required to commence work early shall be compensated in accordance with Article 6.9(a)(iv) in the current Collective Agreement.

#### **15.5. Sick Leave**

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

#### **15.6. Compassionate Leave**

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

#### **15.7. Gratuity Credits**

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

### **15.8. *Shift Differential***

A Shift Differential of seventy-five cents (75¢) per hour will be paid to employees covered herein who are scheduled to work outside of the "exempt hours of work" as defined in the current Collective Agreement. The same shift differential provisions shall be extended to the positions covered by this Agreement as are extended to other employees of the Employer who receive shift differential.

### **15.9. *Pay Cheques***

Pay cheques issued every two weeks to the employees covered by this Agreement shall reflect as closely as possible the bi-weekly earnings averaged over twenty-six pay periods. The Employer agrees to pay the employees on the same basis as it would pay an employee who is working a normal five day, thirty-seven and one-half hour work week.

### **15.10. *Auxiliary Employees***

- a) Auxiliary employees who are employed in positions covered herein will be entitled to 12% (or 16% if they have acquired Auxiliary seniority) of their regular earnings including overtime in lieu of all applicable employee benefits in accordance with the provisions of Article 5.6 of the current Collective Agreement.
- b) Hours of Work and Shift Differential as set out in Articles 5.6(c) and 5.6(e) of this Collective Agreement shall apply to Auxiliary employees who are covered herein.
- c) Overtime paid to Auxiliary employees covered herein shall apply as follows:
  - i) Time and one-half for the first four (4) hours worked in excess of the normal daily hours in a day;
  - ii) Two times for hours worked beyond four (4) in excess of the normal daily hours in a day;
- d) In any case where an employee has already performed work on four (4) days during the eight day cycle, time and one-half for any hours worked prior to 12:00 noon on the employee's fifth day of work in that cycle, two times for hours worked after 12:00 noon on the employee's fifth day, and two times for all hours worked on subsequent days of work in that eight day cycle.

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

## **16. PROVISIONS APPLICABLE TO INSIDE EMPLOYEES**

This Article, including all Subsections thereof, shall apply only to those employees known as "Inside" Employees, whose classifications are listed on Schedule A which is attached to and forms part of this Agreement.

### **16.1. Remuneration**

The rates of pay for Inside Employees shall be as set out in Schedule A of this Agreement.

### **16.2. Hours of Work**

- a) Subject to Article 16.2(b), the normal hours of work for Inside Employees shall be seven (7) consecutive hours exclusive of one (1) hour for lunch, between the hours of 8:00 a.m. and 5:00 p.m. Monday to Friday inclusive.
- b) It is agreed by the parties hereto that the hours of work for those positions and classifications which, due to the nature of the Department or occupation, require hours of work other than the normal as described in Article 16.2(a), shall be as set out in Schedule A-2 of this Agreement. Any additions to Schedule A-2 subsequent to the date of this Agreement shall be subject to the mutual consent of the parties.
- c) The hours of work for Parking Patrolmen may not be more than seven and one-half (7½) hours per day, Monday to Saturday, provided that such hours shall not average more than thirty-seven and one-half (37½) hours per week, in a two (2) week period. Overtime rates shall apply when an employee works more than seven and one-half (7½) hours in a twenty-four (24) hour period commencing with the start of such shift, or beyond the weekly average of thirty-seven and one-half (37½) hours, in a two (2) week period; except as hereinbefore provided.

### **16.3. Overtime**

Subject to Schedule A-2 attached hereto, overtime work authorized by the Employer shall be compensated in the manner set out in Article 6.8 of this Agreement.

### **16.4. Separation Trust**

The Employer agrees that in lieu of making contributions to the Separation Trust Fund, it will pay to each Regular Fulltime employee in addition to his regular monthly salary an amount equal to one and one-half percent (1½%) of such regular monthly salary. It is understood and agreed that the additional payment will be considered to be completely separate and distinct from regular monthly salary for all administrative purposes.

## **17. PROVISIONS APPLICABLE TO OUTSIDE EMPLOYEES**

This Article, including all Subsections thereof, shall apply only to those employees known as "Outside" Employees, whose classifications are listed on Schedule B which is attached to and forms part of this Agreement.

### **17.1. Remuneration**

The rates of pay for Outside Employees shall be as set out in Schedule B of this Agreement.

### **17.2. Hours of Work**

- a) Subject to Article 17.2(b), the normal hours of work for Outside Employees shall be eight (8) consecutive hours exclusive of one-half (½) hour for lunch, between the hours of 7:00 a.m. and 4:30 p.m., Monday to Friday inclusive.
- b) It is agreed by the parties hereto that the hours of work for those positions and classifications which due to the nature of the department or occupation require hours of work other than the normal as described in this Article 17.2(a), shall be as set out in Schedule B-2. Any additions to Schedule B-2 subsequent to the date of this Agreement shall be subject to the mutual consent of the parties.

### **17.3. Overtime**

Subject to Schedule B-2, overtime work authorized by the Employer shall be compensated in the manner set out in Article 6.8 of this Agreement.

## **18. PROVISIONS APPLICABLE TO RECREATION EMPLOYEES**

This Article, including all Subsections thereof, shall apply only to those employees known as Recreation Employees whose classifications are listed on Schedule C which is attached to and forms part of this Agreement.

### **18.1. Remuneration**

The rates of pay for Recreation employees shall be as set out in Schedule C of this Agreement.

### **18.2. Hours of Work**

- a) Subject to paragraph (b), the normal hours of work for Recreation employees shall be eight (8) hours per day exclusive of one-half ( $\frac{1}{2}$ ) hour for lunch five (5) days per week.
- b) Due to the nature of the work carried on by these employees, it shall be permissible for such employees to work more than five (5) consecutive shifts in a week; however, they shall not average more than forty (40) hours per week in a two week period. Overtime rates shall apply when an employee works more than eight (8) hours in a twenty-four (24) hour period or beyond a weekly average of forty (40) hours in a two (2) week period.

### **18.3. Overtime**

Where a Recreation Employee exceeds the hours of work outlined within Article 17.2, overtime rates shall apply in accordance with Article 6.8 of this Agreement.

## **19. HANDICAPPED EMPLOYEES**

Within the limitation imposed by the unwillingness of the Employer to create unnecessary work, the Employer is willing to make every conceivable effort in

cooperation with the Union in order to provide opportunities for older, partially disabled or otherwise handicapped employees to retain employment.

**20. SEXUAL HARASSMENT**

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

**21. USE OF GENDER**

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

SEALED with the Seal of THE CORPORATION OF THE CITY OF NEW WESTMINSTER and signed by:

SEALED with the Seal of CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 387 and signed by:

\_\_\_\_\_  
*MAYOR*

\_\_\_\_\_  
*PRESIDENT*

\_\_\_\_\_  
*CITY CLERK*

\_\_\_\_\_  
*VICE PRESIDENT*

**SCHEDULE A**

**City of New Westminster – Inside Classes**

<b><i>Class Title</i></b>	<b><i>Pay Grade</i></b>	<b><i>Class Title</i></b>	<b><i>Pay Grade</i></b>
Accounting Clerk 1	17	Communications Operator 2 ★	19
Accounting Clerk 2	18	Computer Support Coordinator	22.5
Accounting Clerk Taxes	18	Court Services Clerk	22
Accounts Payable Clerk	15	CPIC Operator	15
Animal Control Officer	18	Crime Analyst	24
Application Support Specialist	24.5	Crime Prevention Office Supervisor	18
Aquatic Leader ◆	17	Custodial Guard	14
Asst. Coordinator, Victim Assistance	18	Customer Service Representative	17
Assistant Manager, Queens Park	21	Data Entry Clerk 2	16
Budget Officer	28	Development Technician	23
Building Inspector	26	Electrical Inspector	26
Building Service Coordinator ★	19	Electrical Services Assistant	21
Building Services Supervisor ◆	17	Electrical Technologist	26
Building Service Worker ●	13	Engineering Operations Clerk 1 ★	15
Building Technologist	26	Engineering Technician	25
Business Operations Assistant	17	Engineering Technologist	26
Cashier	15	Engineering Technologist - Traffic	26
Cashier/Clerk	13	Financial Analyst	24
CIIDS Reviewer	15	Financial Services Officer	25
Clerk 1	11	Fitness Programmer ◆	18
Clerk 2	13	Food Service Coordinator	14
Clerk 3	17	GIS Technician	21
Clerk - Licenses	15	GIS Technologist	24
Clerk - Purchasing	15	Graphics Artist	22
Clerk Stenographer - Police	15	Iceman Maintenance Man 1◆	15.5
Clerk Typist 1 ☆	10	Identification Technician	18
Clerk Typist 2	13	Information and Privacy Coordinator	20
Clerk Typist 3	15	License Inspector	21
Clerk Typist - Electrical (PG13)	14	Mail Clerk	11
Committee Clerk	17	Meter Reader	15
Communications Liaison	23	Meter Reader – Collector	17
Communications Operator 1 ★	15	Network and Systems Coordinator	26
		Network Support Specialist	24.5

<i>Class Title</i>	<i>Pay Grade</i>	<i>Class Title</i>	<i>Pay Grade</i>
Office Assistant, Parks & Recreation	13	Recreation Facilities Clerk	14
Parking Patrol Officer ■	16	Recreation Leader - Attendant	15
Parks & Recreation Maintenance Worker	15.5	Recreation Leader - Community Ctr.	16
Payroll Clerk 1	16	Recreation Programmer	19
Payroll Supervisor	24	Secretary - Director of Finance	15
Physical Plant Maintenance Man	21	Secretary - Clerk's Department	16
Plan Checker	24	Secretary - Planning	17
Plan Checking Assistant	21	Senior Planning Analyst	26
Planner 1	28	Storekeeper ◆	17
Planner 2	30	Storekeeper - Garage ◆	17
Planning Analyst	24	Supervisor Aquatic Instruction ◆	18
Planning Technician	21	Systems Analyst	26.5
Plumbing Inspector	26	Taxes & Utilities Clerk	13
Police Clerical Assistant 1	12	Telephone Operator - Clerk	13
Police Clerical Assistant 1-Traffic (PG12)	14	Transportation Planner	28
Police Clerical Assistant 2	14	Utilities Clerk 2	17
Pool Service Worker	13	Utilities Clerk 3	19
Pool Supervisor ◆	20	Victim Assistance Case Worker	15
Publications Assistant	15	Working Supervisor Building Services ★	16
Queens Park Maintenance Supervisor◆	18.5	Youth Services Coordinator	19

- ⊛ This class receives an increment each 6 months - all other classes receive annual increments.
- ★ This class is assigned to a 37.5 hour week.
- ◆ This class is assigned to a 40 hour week.
- This class is assigned to either a 37.5 hour week or a 40 hour week.
- This class can be assigned to a 35 or 37.5 hour work week.

**City of New Westminster  
Salary Rates - Inside Classes**

**A. Effective 2000 January 01  
B. Effective 2001 January 01  
C. Effective 2002 April 01**

<u>Pay Grade</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>Pay Grade</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
10	A	13.13	13.65	14.18	14.77	15.35	19	A	18.75	19.53	20.33	21.18	22.07
	B	13.39	13.92	14.46	15.07	15.66		B	19.13	19.92	20.74	21.60	22.51
	C	13.79	14.34	14.89	15.52	16.13		C	19.70	20.52	21.36	22.25	23.19
11	A	13.65	14.18	14.77	15.35	15.96	20	A	19.53	20.33	21.18	22.07	23.00
	B	13.92	14.46	15.07	15.66	16.28		B	19.92	20.74	21.60	22.51	23.46
	C	14.34	14.89	15.52	16.13	16.77		C	20.52	21.36	22.25	23.19	24.16
12	A	14.18	14.77	15.35	15.96	16.62	21	A	20.33	21.18	22.07	23.00	23.95
	B	14.46	15.07	15.66	16.28	16.95		B	20.74	21.60	22.51	23.46	24.43
	C	14.89	15.52	16.13	16.77	17.46		C	21.36	22.25	23.19	24.16	25.16
13	A	14.77	15.35	15.96	16.62	17.29	22	A	21.18	22.07	23.00	23.95	24.94
	B	15.07	15.66	16.28	16.95	17.64		B	21.60	22.51	23.46	24.43	25.44
	C	15.52	16.13	16.77	17.46	18.17		C	22.25	23.19	24.16	25.16	26.20
14	A	15.35	15.96	16.62	17.29	18.00	22.5	A	21.31	22.28	23.30	24.34	25.41
	B	15.66	16.28	16.95	17.64	18.36		B	21.74	22.73	23.77	24.83	25.92
	C	16.13	16.77	17.46	18.17	18.91		C	22.39	23.41	24.48	25.57	26.70
15	A	15.96	16.62	17.29	18.00	18.75	23	A	22.07	23.00	23.95	24.94	26.02
	B	16.28	16.95	17.64	18.36	19.13		B	22.51	23.46	24.43	25.44	26.54
	C	16.77	17.46	18.17	18.91	19.70		C	23.19	24.16	25.16	26.20	27.34
15.5	A	16.24	16.90	17.60	18.32	19.07	24	A	23.00	23.95	24.94	26.02	27.14
	B	16.56	17.24	17.95	18.69	19.45		B	23.46	24.43	25.44	26.54	27.68
	C	17.06	17.76	18.49	19.25	20.03		C	24.16	25.16	26.20	27.34	28.51
16	A	16.62	17.29	18.00	18.75	19.53	24.5	A	23.30	24.34	25.41	26.57	27.79
	B	16.95	17.64	18.36	19.13	19.92		B	23.77	24.83	25.92	27.10	28.35
	C	17.46	18.17	18.91	19.70	20.52		C	24.48	25.57	26.70	27.91	29.20
17	A	17.29	18.00	18.75	19.53	20.33	25	A	23.95	24.94	26.02	27.14	28.28
	B	17.64	18.36	19.13	19.92	20.74		B	24.43	25.44	26.54	27.68	28.85
	C	18.17	18.91	19.70	20.52	21.36		C	25.16	26.20	27.34	28.51	29.72
18	A	18.00	18.75	19.53	20.33	21.18	26	A	24.94	26.02	27.14	28.28	29.48
	B	18.36	19.13	19.92	20.74	21.60		B	25.44	26.54	27.68	28.85	30.07
	C	18.91	19.70	20.52	21.36	22.25		C	26.20	27.34	28.51	29.72	30.97
18.5	A	18.32	19.07	19.86	20.70	21.57	26.5	A	25.41	26.57	27.79	29.02	30.35
	B	18.69	19.45	20.26	21.11	22.00		B	25.92	27.10	28.35	29.60	30.96
	C	19.25	20.03	20.87	21.74	22.66		C	26.70	27.91	29.20	30.49	31.89

<b>Pay Grade</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>Pay Grade</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
27	A	26.02	27.14	28.28	29.48	30.74	29	A	28.28	29.48	30.74	32.07	33.44
	B	26.54	27.68	28.85	30.07	31.35		B	28.85	30.07	31.35	32.71	34.11
	C	27.34	28.51	29.72	30.97	32.29		C	29.72	30.97	32.29	33.69	35.13
28	A	27.14	28.28	29.48	30.74	32.07	30	A	29.48	30.74	32.07	33.44	34.87
	B	27.68	28.85	30.07	31.35	32.71		B	30.07	31.35	32.71	34.11	35.57
	C	28.51	29.72	30.97	32.29	33.69		C	30.97	32.29	33.69	35.13	36.64

**CITY OF NEW WESTMINSTER**  
**(Inside Employees)**

**NON STANDARD HOURS OF WORK AND WORKING CONDITIONS**

1. JANITORIAL STAFF

The normal hours of work for the classifications of Building Service Worker, Working Supervisor - Building Services and Building Maintenance Supervisor shall be based on a seven and one-half (7½) hour day - thirty-seven and one-half (37½) hour week. These classes are eligible for shift differential.

1.1 Building Service Coordinator

6:30 a.m. to 3:00 p.m. with one (1) hour for lunch, Monday to Friday inclusive.

1.2 Building Service Worker and Working Supervisor-Building Services

a) City Hall

- |         |  |
|---------|--|
| Shift 1 | • 6:30 a.m. to 2:30 p.m. with a one-half (½) hour lunch, Monday to Friday inclusive.           |
| Shift 2 | • 3:00 p.m. to 11:00 p.m. with a one-half (½) hour meal period, Monday to Friday inclusive.    |
| Shift 3 | • 3:00 p.m. to 11:00 p.m. with a one-half (½) hour meal period, Monday to Wednesday inclusive. |
|         | • 6:30 a.m. to 2:30 p.m. with one-half (½) hour for lunch, Saturday and Sunday.                |

b) Gyro Health Center

- |         |   |
|---------|---|
| Shift 1 | • 7:30 a.m. to 3:30 p.m. with a one-half (½) hour meal period, Monday to Friday inclusive.  |
| Shift 2 | • 3:00 p.m. to 11:00 p.m. with a one-half (½) hour meal period, Monday to Friday inclusive. |

**SCHEDULE A-2**

c) Parks and Recreation Department

i) Community Center

- Shift 1 • 8:00 a.m. to 4:30 p.m. with one-half (½) hour for lunch, Tuesday to Saturday inclusive.
- Shift 2 • 4:00 p.m. to 12:30 a.m. with a one-half (½) hour meal period, Monday to Friday inclusive.
- Shift 3 • 8:00 a.m. to 4:30 p.m. with a one-half (½) hour meal period, Monday, Tuesday and Friday.
  - 6:00 p.m. to 2:00 a.m. including a one-half (½) hour meal period on Saturday.
  - 12:30 p.m. to 9:00 p.m. with a one-half (½) hour meal period on Sunday.

ii) Canada Games Pool

Any seven (7), seven and one-half (7½) or eight (8) consecutive hours, exclusive of a one-half (½) hour meal period for five (5) consecutive days.

iii) Other (including Centennial Lodge)

Any eight (8) consecutive hours, exclusive of one-half (½) hour for lunch, and five (5) consecutive days with two (2) days of rest.

2. ENGINEERING OPERATIONS CLERK 1

The normal hours of work for the position of Engineering Operations Clerk 1 shall be a seven and one-half (7½) hour day - thirty-seven and one-half (37½) hour week, from 8:00 a.m. to 4:30 p.m. with one (1) hour for lunch, Monday to Friday inclusive.

3. CLERK 2 - ELECTRICAL LINE SHOP

The normal hours of work for this position shall be based on a seven and one-half (7½) hour day - thirty-seven and one-half (37½) hour week from 8:00 a.m. to 4:00 p.m. with one-half (½) hour for lunch, Monday to Friday inclusive.

4. ARENA STAFF

The normal hours of work for employees employed in the Arena shall be any eight (8) consecutive hours and five (5) consecutive days with two (2) days of rest (without shift differential). Due to the nature of the work carried on by the Arena staff, it shall be permissible for such employees to work more than five (5) shifts in a week, however, they shall not average more than forty (40) hours per week in a two (2) week period. Overtime rates shall apply when an employee works more than eight (8) hours in a twenty-four (24) hour period or beyond the weekly average of forty (40) hours in a two (2) week period. The classes of Iceman Maintenance Man 1 and Queens Park Maintenance Supervisor are eligible for shift differential.

5. CLERK TYPIST - POLICE

Employees in positions assigned to the class of Clerk Typist - Police may be rotated through the following shifts:

- 9:00 a.m. to 5:00 p.m., Monday to Friday inclusive;
- 6:00 p.m. to 2:00 a.m., Tuesday to Saturday inclusive;
- 7:00 a.m. to 3:00 p.m., Tuesday to Saturday inclusive;
- 3:00 p.m. to 11:00 p.m., Monday to Friday inclusive.

This class is eligible for shift differential.

6. CITY ANIMAL CONTROL CENTER

The normal hours of work for employees employed in the City Animal Control Center shall be seven (7) hours of work with one (1) hour for lunch within the following time periods:

- Shift 1 • 8:00 a.m. to 5:00 p.m., Thursday to Monday inclusive;
- Shift 2 • 7:00 a.m. to 5:00 p.m., Monday to Friday inclusive;
- Shift 3 • 10:00 a.m. to 8:00 p.m., Monday to Friday inclusive.

7. CLERK STENOGRAPHER 2 - POLICE DEPARTMENT

The normal hours of work for the Clerk Stenographer 2 in the Records Office of the Police Department shall be seven (7) consecutive hours exclusive of one (1)

hour for lunch between the hours of 7:00 a.m. and 3:00 p.m., Monday to Friday inclusive.

8. RECREATION LEADER – ATTENDANT (Centennial Community Center)

The Employer may institute the following shift outside the normal hours of work noted in Article 16.2 of this Agreement in order to permit the Recreation Leader - Attendant to work a non-standard work week:

September to June	3:00 p.m. to 11:30 p.m., Tuesday to Friday 9:00 a.m. to 5:30 p.m., Saturday
July and August	3:00 p.m. to 11:30 p.m., Monday to Friday

(All shifts are inclusive of a one-half (½) hour lunch period).

This class is eligible for shift differential.

RECREATION LEADER – ATTENDANT (Queensborough Community Center)

The normal hours of work for employees occupying the class of Recreation Leader-Attendant in the Queensborough Community Center shall be any seven (7) consecutive hours of work, exclusive of a one-half (½) hour lunch period, from 06:00 – 23:30 hours with two consecutive days of rest. A minimum of three weeks of notice will be granted to employees prior to a change in shift. This class is eligible for shift differential.

9. FOOD SERVICE COORDINATOR

Due to the nature of the work carried on by this employee, it shall be permissible for this employee to work more than five (5) consecutive shifts in a week; however, this employee shall not average more than thirty-five (35) hours per week in a two week period. Overtime rates shall apply when this employee works more than seven (7) hours in a twenty-four (24) hour period or beyond a weekly average of thirty-five (35) hours in a two (2) week period.

10. COMMITTEE CLERK

The normal daily hours of work for the Committee Clerk shall be seven consecutive hours (35 hours per week), exclusive of one hour for lunch, scheduled between the hours of 08:00 and 22:00, Monday to Friday. These shifts will be eligible for shift differential in accordance with the applicable provision of the collective agreement. The specific weekdays on which these shifts are scheduled may be changed with a minimum of two weeks notice.

11. YOUTH WORKER

The normal hours of work for employees employed as Youth Worker shall be any seven (7) consecutive hours and five (5) consecutive days with two (2) days of rest. Due to the nature of the work carried on by these employees, it shall be permissible for such employees to work more than five (5) shifts in a week, however, they shall not average more than thirty-five (35) hours per week in a two (2) week period. Overtime rates shall apply when an employee works more than seven (7) hours in a twenty-four (24) hour period or beyond the weekly average of thirty-five (35) hours in a two (2) week period.

12. CUSTODIAL GUARD

The normal daily hours of work for Custodial Guards shall be seven consecutive hours (35 hours per week) exclusive of one hour for lunch between the hours of 01:00 to 09:00 or 17:00 to 01:00 Monday to Friday inclusive (it is recognized that the final hour of the second shift sequence occurs on Saturday morning). Custodial Guards will rotate through these two shifts.

13. POLICE CLERICAL ASSISTANT 1 (Telephone Operator)

The normal daily hours of work for employees assigned to the Class of Police Clerical Assistant 1 (Telephone Operator) shall be seven (7) consecutive hours worked between 08:30 and 03:00, exclusive of a one hour lunch period.

Each of the employees who perform work as a Telephone Operator shall be assigned to one of the following shifts on a rotational basis:

Shift A: Monday to Friday 08:30 to 16:30  
inclusive of a one hour lunch period,  
followed by two days off.

Shift B: Seven consecutive hours, Monday to  
Saturday between 16:30 and 03:00, exclusive  
of a one hour lunch period, followed by two days off.

Shift assignments may be altered on occasion to accommodate vacation periods or other unusual situations.

**SCHEDULE B****City of New Westminster – Outside Classes**

- A. Effective 2000 January 01
- B. Effective 2001 January 01
- C. Effective 2002 April 01

<i>Class Title</i>	<i>HOURLY WAGE RATE</i>		
	<i>A</i>	<i>B</i>	<i>C</i>
Asphalt Raker	18.62	18.99	19.56
Automotive Service Worker	18.29	18.66	19.22
Equipment Operator 1	18.75	19.13	19.70
Equipment Operator 2	19.22	19.60	20.19
Equipment Operator 3	19.44	19.83	20.42
Equipment Operator 4	19.72	20.11	20.72
Equipment Operator 4a	20.42	20.83	21.45
Equipment Operator 4b	20.87	21.29	21.93
Equipment Operator – Cemetery	19.06	19.44	20.02
Formsetter – Concrete Finisher 1	18.85	19.23	19.80
Gardener 1	21.86	22.30	22.97
Gardener 2	23.29	23.76	24.47
Gardener 2 – Arborist	23.29	23.76	24.47
Greenhouse Nurseryman 1	21.86	22.30	22.97
Greenhouse Nurseryman 2	23.29	23.76	24.47
Labourer 1	17.81	18.17	18.71
Labourer 2	18.02	18.38	18.93
Labourer 3	18.29	18.66	19.22
Mechanic – Small Equipment	22.54	22.99	23.68
Meter Maintenance Attendant	16.62	16.95	17.46
Park Attendant 1	18.54	18.91	19.48
Parks Maintenance Specialist	21.86	22.30	22.97
Parks Tradesman – Mechanical Systems	23.29	23.76	24.47
Parks Tradesman – Plumber	23.29	23.76	24.47
Pump Service Specialist	21.86	22.30	22.97
Recycling Truck Operator	19.29	19.68	20.27
Subforeman 2	19.85	20.25	20.85
Subforeman – Concrete	20.21	20.61	21.23
Subforeman – Mechanic	23.85	24.33	25.06
Tow Truck Operator	19.44	19.83	20.42
Tradesman 1 – Painter	21.86	22.30	22.97
Tradesman 2 – Painter	23.29	23.76	24.47
Tradesman 2 – Parks Maintenance	23.29	23.76	24.47
Tradesman 2 – Carpenter	23.29	23.76	24.47
Tradesman 2 – Mechanic	23.29	23.76	24.47
Tradesman 2 – Water Meter Mechanic	23.29	23.76	24.47
Traffic Painter	18.85	19.23	19.80
Truckdriver 1	18.62	18.99	19.56
Truckdriver 2	19.10	19.48	20.06
Truckdriver – Swamper 1	19.10	19.48	20.06

<b><i>Class Title</i></b>	<b><i>A</i></b>	<b><i>B</i></b>	<b><i>C</i></b>
Truckdriver – Swamper 2	19.29	19.68	20.27
Truckdriver 3	19.29	19.68	20.27
Truckdriver 1 – Scavenging	19.10	19.48	20.06
Truckdriver 2 – Scavenging	19.29	19.68	20.27
Turfcare Coordinator	23.29	23.76	24.47
Utilityman – Waterworks	18.85	19.23	19.80
Utilityman – Sewers	19.29	19.68	20.27

**SCHEDULE B**

**City of New Westminster – Apprentice Wage Rates**

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First six months	70% of Tradesman 2 rate
Second six months	72.5% of Tradesman 2 rate
Third six months	75% of Tradesman 2 rate
Fourth six months	77.5% of tradesman 2 rate
Fifth six months	80% of Tradesman 2 rate
Sixth six months	82.5% of Tradesman 2 rate
Seventh six months	85% of Tradesman 2 rate
Eighth six months	90% of Tradesman 2 rate

The foregoing apprentice wage rates must be a least equal to the wage rate for the class of Labourer 1.

**SCHEDULE B-2**

**CITY OF NEW WESTMINSTER**

**OUTSIDE CLASSES**

**NON STANDARD HOURS OF WORK AND WORKING CONDITIONS**

**1. FLEET SERVICES**

The normal daily hours of work for employees who are assigned to the Fleet Services operation shall be eight consecutive hours per day (forty hours per week) inclusive of a one-half hour meal break as follows:

Shift 1            7:00 a.m. to 3:30 p.m., Monday to Friday inclusive

Shift 2            2:30 p.m. to 11:00 p.m., Monday to Friday inclusive

Employees may be assigned to either Shift 1 or Shift 2 at the discretion of the Employer; however, in the event of a shift change, the Employer shall give each affected employee at least fourteen calendar days of notice of such shift change. Employees who are assigned to work "Shift 2" shall receive shift differential. Should the hours of work for the majority of the employees in the Engineering Operations Division be amended, then the Hours of Work for employees in the Fleet Services operation will be adjusted accordingly.

Only employees working Shift 2 are eligible for shift differential.

**2. STREET SWEEPER OPERATOR**

The normal hours of work for employees operating the Street Sweeper shall be as follows:

Shift 1            8:00 a.m. to 4:30 p.m. with one-half (½) hour for lunch, Monday to Friday inclusive.

Shift 2            11:30 p.m. to 8:00 a.m. (next morning) with one-half (½) hour for lunch, Sunday to Thursday inclusive.

Shift 3 Relief Operator - two shifts per week, 11:30 p.m. to 8:00 a.m. (next morning) with one-half (½) hour for lunch, Friday and Saturday.

Labourer 2 - three shifts per week, normal hours per Article 17.2 (a) - Monday, Tuesday and Wednesday.

Only employees working Shifts 2 and 3 are eligible for shift differential.

### **3. STREET CLEANER (BEAT MAN) - DOWNTOWN AREA**

The normal hours of work for this position shall be eight consecutive hours from 07:30 to 16:00 exclusive of a one-half (½) hour unpaid meal break, Wednesday to Sunday inclusive.

### **4. GREENHOUSE**

Subject to Paragraph 6.6 (e)(i) of this Agreement, the normal hours of work for employees employed in the Greenhouse shall be as follows:

Shift 1 8:00 a.m. to 4:30 p.m. with one-half (½) hour for lunch, Monday to Friday inclusive.

Shift 2 8:00 a.m. to 4:30 p.m. with one-half (½) hour for lunch, alternating between seven (7) days on, two (2) days off and three (3) days on, two (2) days off.

These classes are not eligible for shift differential.

### **5. PARKS DIVISION - SERVICING AND CLEANING**

It is agreed that the Employer may institute shifts outside the normal hours of work as described in Article 17.2(a) of this Agreement which should permit the servicing of parks on a regular seven (7) day week schedule. The exact nature and times for these said shifts shall be subject to the agreement of the parties. These classes are not eligible for shift differential.

**6. EMERGENCY AND SPECIAL SHIFTS**

Emergency or special shifts may be instituted by the Employer due to inclement weather conditions or other special circumstances when the Employer deems it necessary to schedule work either in whole or in part outside the regular hours of work. Employees working emergency or special shifts noted in this paragraph are not eligible for shift differential.

**SCHEDULE C**

**CITY OF NEW WESTMINSTER  
WAGE RATES  
RECREATION AND HOURLY RATED INSIDE EMPLOYEES**

- A. Effective 2000 January 01
- B. Effective 2001 January 01
- C. Effective 2002 April 01

<b>Class Title</b>		<b>Hourly Wage Rate</b>		
		<b>1</b>	<b>2</b>	<b>3</b>
Aquatic Fitness Center Supervisor	A	19.81	20.50	21.19
	B	20.21	20.91	21.61
	C	20.82	21.54	22.26
Cashier Attendant	A	12.22	12.50	12.73
	B	12.46	112.75	12.98
	C	12.83	13.13	13.37
Cashier Clerk	A	13.02	13.28	13.64
	B	13.28	13.55	13.91
	C	13.68	13.96	14.33
Children's Farm Attendant	A	11.59	11.77	11.96
	B	11.82	12.01	12.20
	C	12.17	12.37	12.57
Concession Assistant	A	12.22	12.50	12.73
	B	12.46	12.75	12.98
	C	12.83	13.13	13.37
Concession Attendant	A	11.59	11.77	11.96
	B	11.82	12.01	12.20
	C	12.17	12.37	12.57

**SCHEDULE C**

<b><i>Class Title</i></b>	<b><i>Hourly Wage Rate</i></b>			
		<b><i>1</i></b>	<b><i>2</i></b>	<b><i>3</i></b>
Doorman	A	11.59	11.77	11.96
	B	11.82	12.01	12.20
	C	12.17	12.37	12.57
Fitness Advisor	A	17.29	18.00	1.75
	B	17.64	18.36	19.13
	C	18.17	18.91	19.70
Food Service Worker	A	13.91	14.30	14.71
	B	14.19	14.59	15.00
	C	14.62	15.03	15.45
Ice Patrol	A	11.96	12.23	12.50
	B	12.20	12.47	12.75
	C	12.57	12.84	13.13
Instructor (Skating/Swimming)	A	14.71	15.19	15.74
	B	15.00	15.49	16..05
	C	15.45	15.95	16.53
Instructor (Trainee)	A	13.02	13.28	13.64
	B	13.28	13.55	13.91
	C	13.68	13.96	14.33
Lifeguard	A	14.71	15.19	15.74
	B	15.00	15.49	16.05
	C	15.45	15.95	16.53
Playground Leader	A	13.02	13.28	13.64
	B	13.28	13.55	13.91
	C	13.68	13.96	14.33

**SCHEDULE C**

<b><i>Class Title</i></b>	<b><i>Hourly Wage Rate</i></b>			
		<b><i>1</i></b>	<b><i>2</i></b>	<b><i>3</i></b>
Security Attendant	A	12.50	12.73	13.02
	B	12.75	12.98	13.28
	C	13.13	13.37	13.68
Skate Shop Attendant	A	11.59	11.77	11.96
	B	11.82	12.01	12.20
	C	12.17	12.37	12.57
Skating Supervisor	A	15.13	15.74	16.34
	B	15.43	16.05	16.67
	C	15.89	16.53	17.17
Sport Camp Leader	A	13.91	14.30	14.71
	B	14.19	14.59	15.00
	C	14.62	15.03	15.45

**SCHEDULE D**

**CITY OF NEW WESTMINSTER  
WAGE RATES  
PROGRAM STAFF**

- A. Effective 2000 January 01
- B. Effective 2001 January 01
- C. Effective 2002 April 01

<b>Class Title</b>		<b>Hourly Wage Rate</b>		
		<b>1</b>	<b>2</b>	<b>3</b>
Leader 1	A	11.51	12.19	12.94
	B	11.74	12.43	13.20
	C	12.09	12.80	13.60
Leader 2	A	14.52	15.21	15.93
	B	14.81	15.51	16.25
	C	15.25	15.98	16.74
Instructor	A	16.12	16.83	17.52
	B	16.44	17.17	17.87
	C	16.93	17.69	18.41
Supervisor/Specialist	A	21.27	21.95	22.63
	B	21.70	22.39	23.08
	C	22.35	23.06	23.77

- Step 2 • Can be used After 9 sessions of leadership/instruction or 500 hours.
- Step 3 • Can be used after an additional 9 sessions of leadership/instruction or 500 hours.
- Note • An employee's wage will be decreased when he or she performs a job within a lower category.
- If an employee is promoted to a higher category, they must start in the new category at Step 1.

**SPECIALIST CLASSES**

<b>Class Title</b>		<b>Hourly Wage Rate</b>		
		<b>1</b>	<b>2</b>	<b>3</b>
Aquafit Instructor	A	18.00	18.75	19.53
	B	18.36	19.13	19.92
	C	18.91	19.70	20.52
Ball Hockey Referee	A	16.11	16.81	17.51
	B	16.43	17.15	17.86
	C	16.92	17.66	18.40
Fitness Instructor 1 (per class)	A	24.94	25.63	26.31
	B	25.44	26.14	26.84
	C	26.20	26.92	27.65
Fitness Instructor 2 (per class)	A	30.75	31.44	32.12
	B	31.37	32.07	32.76
	C	32.31	33.03	33.74
Fitness Instructor (½ hour class)	A	16.12	16.83	17.52
	B	16.44	17.17	17.87
	C	16.93	17.69	18.41
Illustrator (posters, signs)	A	14.52	15.21	15.93
	B	14.81	15.51	16.25
	C	15.25	15.98	16.74
Volleyball Referee (Recreational)	A	11.51	12.19	12.94
	B	11.74	12.43	13.20
	C	12.09	12.80	13.60
Volleyball Referee (Competitive)	A	14.63	15.32	15.98
	B	14.92	15.63	16.30
	C	15.37	16.10	16.79

**SCHEDULE E**

**CITY OF NEW WESTMINSTER**

**SUPPLEMENTARY VACATION**

This is the schedule referred to in Article 8.4 of this Agreement.

Supplementary Vacations: Explanation of the Table

The figures in each box show the number of working days of regular annual vacation. The right hand figures in the boxes show the number of working days of supplementary vacation and appear in the calendar year in which they are credited but prior to the one in which the next five (5) days are credited.

Example: An employee hired in 1986 is in his 11th calendar year during 1996. The employee in 1996 will be credited with five supplementary working days which may be taken at any time between 1996 and 2000. In 2001 the employee will be credited with a further five supplementary working days.

In summary, each employee will receive one supplementary week of vacation at the beginning of each five years following completion of ten calendar years of service, with each supplementary week to be taken during the course of the five-year period.

**SCHEDULE E**

**Table Showing Regular Annual Vacation and Supplementary Vacation Entitlement  
in Working days for the Years 1996 to 2005 by Year Hired**

**ENTITLEMENT YEAR**

YR HIRED	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005
2004										15
2003									15	15
2002								15	15	15
2001							15	15	15	15
2000						15	15	15	15	15
1999					15	15	15	15	15	15
1998				15	15	15	15	15	15	20
1997			15	15	15	15	15	15	20	20
1996		15	15	15	15	15	15	20	20	20
1995	15	15	15	15	15	15	20	20	20	20 5
1994	15	15	15	15	15	20	20	20	20 5	20
1993	15	15	15	15	20	20	20	20 5	20	20
1992	15	15	15	20	20	20	20 5	20	20	20
1991	15	15	20	20	20	20 5	20	20	20	20
1990	15	20	20	20	20 5	20	20	20	20	25 5
1989	20	20	20	20 5	20	20	20	20	25 5	25
1988	20	20	20 5	20	20	20	20	25 5	25	25
1987	20	20 5	20	20	20	20	25 5	25	25	25
1986	20 5	20	20	20	20	25 5	25	25	25	25
1985	20	20	20	20	25 5	25	25	25	25	25 5
1984	20	20	20	25 5	25	25	25	25	25 5	25
1983	20	20	25 5	25	25	25	25	25 5	25	25
1982	20	25 5	25	25	25	25	25 5	25	25	30
1981	25 5	25	25	25	25	25 5	25	25	30	30
1980	25	25	25	25	25 5	25	25	30	30	30 5
1979	25	25	25	25 5	25	25	30	30	30 5	30
1978	25	25	25 5	25	25	30	30	30 5	30	30
1977	25	25 5	25	25	30	30	30 5	30	30	30
1976	25 5	25	25	30	30	30 5	30	30	30	30
1975	25	25	30	30	30 5	30	30	30	30	30 5
1974	25	25	30	30 5	30	30	30	30	30 5	30
1973	25	25	30 5	30	30	30	30	30 5	30	30
1972	25	30 5	30	30	30	30	30 5	30	30	30
1971	30 5	30	30	30	30	30 5	30	30	30	30
1970	30	30	30	30	30 5	30	30	30	30	30 5
1969	30	30	30	30 5	30	30	30	30	30 5	30
1968	30	30	30 5	30	30	30	30	30 5	30	30
1967	30	30 5	30	30	30	30	30 5	30	30	30
1966	30 5	30	30	30	30	30 5	30	30	30	30
1965	30	30	30	30	30 5	30	30	30	30	30 5
1964	30	30	30	30 5	30	30	30	30	30 5	30
1963	30	30	30 5	30	30	30	30	30 5	30	30
1962	30	30 5	30	30	30	30	30 5	30	30	30
1961	30 5	30	30	30	30	30 5	30	30	30	30
1960	30	30	30	30	30 5	30	30	30	30	30 5

**CITY OF NEW WESTMINSTER**

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

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

In the event that any of the parties to this Memorandum of Agreement decide in local discussion to amend the existing conversion of, or to convert the work week of the employees staffing the whole or a part of an 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 Statutory 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 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.
7. Notwithstanding any clause in a collective agreement to the contrary, an employee shall not receive pay for acting senior capacity where he or she has been temporarily required to accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the compressed work week.
8. In order to establish the length of the compressed work day and the compressed work week, the parties are to be governed by the principle that the basic annual working hours less basic annual Statutory Holiday hours and less basic annual rest period allowances are to remain the same under the compressed work week as they were under the standard work week.

The parties will be free to decide how to deal with the matter of Statutory Holidays in accordance with one 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 Statutory Holiday occurs;
- b) Change days off during any week when a Statutory Holiday occurs in order that each employee will work on 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 3 days in that week and 5 days in the immediately preceding week.

- c) Have a compressed work day off with pay for each Statutory 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 Schedule "F"), 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 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.

***City of New Westminster***

*Memoranda of Understanding*

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

**CITY OF NEW WESTMINSTER**

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