

2003-2006

COLLECTIVE AGREEMENT

between the

**CITY OF BURNABY**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23**

(OUTSIDE WORKERS' DIVISION)

2003-2006  
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 and the  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23**  
**(OUTSIDE WORKERS' DIVISION)**

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THIS AGREEMENT MADE THE FIRST DAY OF JANUARY, IN THE YEAR TWO THOUSAND AND THREE

BETWEEN:

**THE CITY OF BURNABY**  
(hereinafter called the "City")

OF THE FIRST PART:

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23**  
**(Burnaby Civic Employees')**  
**on behalf of its OUTSIDE WORKERS' DIVISION**  
(hereinafter called the "Union")

OF THE SECOND PART:

1. **GENERAL**

1.1 **Term of Agreement**

This Agreement shall be for a term of four years with effect from 2003 January 01 to 2006 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this Agreement shall continue in full force and effect, and, except with respect to changes to rates of pay made pursuant to the Job Evaluation Agreement between the parties et al, neither party shall make any change or alter the terms of this Agreement until:

- (a) The Union can lawfully strike in accordance with the provisions of Part 5 of the Labour Relations Code; or
- (b) The City can lawfully lock out in accordance with the provisions of Part 5 of the Labour Relations Code; or
- (c) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever is the earliest.

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

## 1.2 Coverage

This Agreement shall apply to all those employed by the City who occupy the position classes listed under Schedule "A" of this Agreement and amendments thereto by agreement of the parties hereto or in accordance with the Labour Relations Code.

## 1.3 Employment Equity

The City and the Union agree with employment equity programs which will assist visible minorities, persons with disabilities, First Nations people, and women in gaining entry into employment and which will provide opportunities for advancement.

## 2. DEFINITIONS OF EMPLOYEES

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

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

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

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

An Auxiliary Employee is any other employee.

## 2.2 Probation

- (a) All new Regular Full-Time and Temporary Full-Time Employees shall complete a probationary period of six (6) months of service.
- (b) Regular Part-Time Employees shall complete a probationary period of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similar classified position.

- (c) Where a probationary employee is absent for ten (10) or more working days during the probationary period, the probationary period shall be extended by the total number of days absent.

### 3. UNION SECURITY

- (a) Every probationary employee shall become a member of the Union by the pay period immediately following the completion of thirty (30) calendar days of employment.
- (b) The dues formula for all employees shall be such amounts as determined by Article 11, Sections 1 and 2, of the Constitution and By-laws of the Union.
- (c) All members shall remain as members of the Union as a condition of employment; provided that no employee shall be deprived of employment by reason of loss of Union membership for any reason other than failure to pay regular Union dues.
- (d) The City will deduct from the pay of each employee covered by this Agreement all regular Union dues as determined by the Union and will transmit the total amount so deducted to the Union; provided that each employee has signed a form, to be supplied by the City, authorizing the said deduction. The form shall be substantially the form as provided for in Section 16(2) of the Labour Relations Code.

### 4. HOURS OF WORK

#### 4.10 Hours of Work

- (a) The normal hours of work shall be eight (8) consecutive hours, exclusive of one-half (½) hour for lunch, between the hours of 07:00 h to 17:00 h Monday to Friday inclusive.
- (b) It is agreed that certain operations are necessary on Saturday and Sunday. The City will notify the Union one (1) week in advance of instituting a work week other than Monday to Friday. A work week in such instances shall be comprised of five (5) consecutive days.
- (c) It is agreed that the normal daily hours of work for certain classes of employees may fall outside the standard definition in (a) above. Agreed exceptions are detailed in Schedule "B". Classes included in this Schedule may be altered or



added to as necessary according to City requirements by mutual consent of the parties hereto.

- (d) Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for all Auxiliary Employees except in the case of an Auxiliary Employee working in a position normally occupied by a full-time employee whose normal hours shall be deemed to be the normal hours of the Auxiliary Employee.

#### 4.20 Rest Periods

A ten (10) minute rest period shall be allowed during the first half of each working shift and a further ten (10) minute rest period during the second half.

#### 4.30 Shift Work

- (a) Regular shift work may be instituted by the City subject to the following provisions:
  - (1) Shifts shall be at least one (1) week duration.
  - (2) Shifts shall consist of eight (8) hours exclusive of a half (½) hour lunch period.
  - (3) The Union shall be notified at least five (5) days in advance of a shift being instituted.
- (b) Emergency shifts may be instituted by the City, in which case the employee concerned shall be given a minimum of eight (8) hours' notice and the shifts shall continue for at least two (2) days, otherwise overtime rates will apply. Emergency shifts shall consist of eight (8) hours exclusive of a half (½) hour lunch period.
- (c) The hours of work for classes of employees referred to in Clause 4.10(c) shall not be construed as shift work.

#### 4.40 Shift Differential

- (a) Shift differential shall consist of seventy-five cents (75¢) per hour and shall be payable for those hours of a regular shift so worked by such an employee outside the exempt hours of work; provided, however, that if more than one-half of the hours of the regular shift so worked fall outside the exempt hours of work, the shift differential shall be applied to the hours worked in the entire regular shift. For the purpose of this Clause 4.40 "exempt hours of work" means the normal hours of work for an employee within the range of 07:00 h to 17:00 h

together with the hour immediately preceding and the hour immediately following such normal hours of work. For example, if the normal hours of work are 07:00 h to 15:30 h, the exempt hours of work would be 06:00 h to 16:30 h. If the normal hours of work are 07:30 h to 16:00 h, then the exempt hours of work would be 06:30 h to 17:00 h.

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

#### 4.50 Overtime

#### 4.51 Overtime - Regular Full-Time and Temporary Full-Time Employees

- (a) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid at overtime rates for all overtime worked:
  - (i) immediately following the employee's regular shift;
  - (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous regular shift;
  - (iii) at any other time than at the times set forth in items (a)(i) or (a)(ii) of this Clause 4.51 consequent upon an oral or written notice given prior to the end of the employee's previous regular shift except as otherwise provided in Clause 9, Public Holidays.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for the performance of overtime work scheduled by the City under clause (a) at the following overtime rates:
  - (i) time and one-half the standard rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
  - (ii) double the standard rate of pay for all overtime in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
  - (iii) double the standard rate of pay for all overtime worked at any other time than immediately preceding or immediately following an employee's regular shift on any regular working day of the employee. Employees

shall be paid a minimum of one and one-half (1½) hours at double time for overtime worked pursuant to this paragraph (b)(iii).

- (c) For the purpose of computing overtime, leave of absence without pay shall not be considered as hours worked.
- (d) An employee 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 the employee would have been paid for the overtime worked, and, subject to an employee's request to be granted compensating time off being approved by the department head (or delegate) such employee shall be granted any portion of the compensating time off at the pay rate or rates in effect at the time the overtime in question was worked. All compensating time off credited during a particular calendar year but which has not been granted to an employee by March 31st of the immediately following year shall be paid in cash at that time at the pay rate or rates in effect at the time the overtime was worked.

#### 4.52 Overtime - Regular Part-Time and Auxiliary Employees

##### (a) Normal Hours - Regular Part-Time Employees

For purposes of applying overtime rates, normal daily and weekly hours for all Regular Part-Time Employees shall be deemed to be those of a Regular Full-Time Employee whose position is similarly classified.

##### (b) Normal Hours - Auxiliary Employees

- (1) Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a 7-day week basis, shall be permitted to work at straight time rates for up to eight (8) hours per day on any five (5) days during a work week [which for the purposes of this Clause shall be deemed to commence at 00:01 h on Monday morning and to end at 23:59 h on the immediately following Sunday].
- (2) Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a 6-day week basis, shall be permitted to work at straight time rates for up to eight (8) hours per day on any five (5) days during the 6-day week as defined in the Collective Agreement.

##### (c) Overtime Rates - Regular Part-Time and Auxiliary Employees

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

- (1) Time and one-half for the first four (4) hours worked in excess of the normal daily hours in a day;
- (2) Two times for hours worked beyond four (4) in excess of the normal daily hours in a day;
- (3) In any case where an employee has already performed work on five (5) days during the week, time and one-half (1½X) for any hours worked prior to 12:00 h on the sixth day of work in that week, two times (2X) for hours worked after 12:00 h on the sixth day, and two times (2X) for all hours worked on the seventh day of work in that week.

#### 4.60 Callout

The following provisions shall apply to Regular Full-Time and Temporary Full-Time Employees:

- (a) An employee who is called back to work by the City at any time after completing a regular shift, except where such employee is required to work overtime as a consequence of an oral or written notice given prior to the end of the employee's previous shift as provided in Clause 4.51, shall be paid at the rate of double the employee's normal rate of pay for the time actually worked and in addition thereto shall be paid one (1) hour at double the normal rate of pay for travelling time to and from home. Except as otherwise provided in clause (b) an employee who is called back to work under this Clause 4.60 shall be paid a minimum of three (3) hours [the minimum includes one (1) hour for travelling time] at double the employee's normal rate of pay.

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

- (b) If, after a callout, an additional call or calls are made upon the employee before the expiry of the minimum three (3) hour period or before arrival home, whichever shall last occur, the additional call or calls shall not qualify the employee for an additional minimum three (3) hour period or periods but the employee shall be paid at double the employee's normal rate of pay for the time actually worked and an additional one (1) hour at double the normal rate of pay for travelling time to and from home. Where two (2) separate calls are

completed by an employee within a three (3) hour period the employee shall be paid at double the employee's normal rate of pay for a minimum of four (4) hours [the minimum includes two (2) hours for travelling time].

- (c) For the purposes of this Clause 4.60 a callout shall commence one-half hour before actual commencement of work for which the employee was called back and terminate one-half hour after actual completion of such work. The one-half hour at the commencement and termination of the callout time is the travelling time allowed the employee hereunder.

#### 4.70 Standby

The following provisions shall apply to all employees:

- (a) Employees who are required by the City to stand by for a call to work between the end of a normal day shift on the first day of work in a normal work week as defined in Clause 4.10 [excluding public holidays] and the commencement of a normal day shift on the last day of work in the normal work week shall be paid one (1) hour's pay at the employee's normal rate of pay for each period of eight (8) hours that the employee stands by as required by the City in addition to any callout pay to which the employee may be entitled under Clause 4.60.
- (b) Employees who are required by the City to stand by for a call to work at any time except employees who are required to stand by for a call to work under clause (c) shall be paid one (1) hour's pay at the employee's normal rate of pay for each period of six (6) hours that the employee stands by as required by the City in addition to any callout pay to which the employee may be entitled under Clause 4.60.
- (c) Where the period of time which an employee stands by under this Clause 4.70 exceeds a multiple of six (6) hours or eight (8) hours [as the case may be] the employee shall be paid one (1) hour's pay at the rate provided in this Clause 4.70 for the remainder of the standby time unless the remainder is not more than one-half (½) of the standby period of six (6) hours or eight (8) hours [as the case may be] in which event the premium payable to the employee for the remainder shall be one-half (½) hour's pay at the rate provided in this Clause 4.70.

#### 4.80 Meal Periods

The following provisions shall apply to Regular Full-Time Employees and Temporary Full-Time Employees:

- (a) During Overtime Worked Immediately Following or Immediately Preceding an Employee's Regular Shift

If an employee is required to work overtime immediately following or immediately preceding the employee's regular shift under Clause 4.51(a)(i) or Clause 4.51(a)(ii) then upon the completion by the employee of two (2) continuous hours of such overtime work, the employee shall be given a paid meal period of one-half ( $\frac{1}{2}$ ) hour which the City may permit the employee to begin at any time within the two (2) hour work period if the City estimates that two (2) hours of overtime work will be required; provided however that, except in the case of an emergency, the meal period shall begin no later than the end of the two (2) hour work period. Upon the completion by the employee of three and one-half ( $3\frac{1}{2}$ ) continuous hours of overtime work following the completion of the two (2) hour work period by the employee, the employee shall be given another paid meal period of one-half ( $\frac{1}{2}$ ) hour which, except in the case of an emergency, shall be taken at the end of each three and one-half ( $3\frac{1}{2}$ ) hour work period.

(b) During Callouts and Scheduled Overtime Worked Other Than Immediately Following or Immediately Preceding an Employee's Regular Shift

An employee who completes three and one-half ( $3\frac{1}{2}$ ) continuous hours of overtime work at any time other than immediately following or immediately preceding the employee's regular shift after being called back to work by the City under Clause 4.80 or after the commencement of overtime work previously scheduled by the City under Clause 4.51(a)(iii) shall be given a paid meal period of one-half ( $\frac{1}{2}$ ) hour which the City may permit the employee to begin at any time within the three and one-half ( $3\frac{1}{2}$ ) hour work period if the City estimates that three and one-half ( $3\frac{1}{2}$ ) hours of overtime work will be required; provided however that, except in the case of an emergency, the meal period shall begin no later than the end of the three and one-half ( $3\frac{1}{2}$ ) hour work period. Upon the completion by the employee of three and one-half ( $3\frac{1}{2}$ ) continuous hours of overtime work following the completion of the three and one-half ( $3\frac{1}{2}$ ) hour work period by the employee, the employee shall be given another paid meal period of one-half ( $\frac{1}{2}$ ) hour which, except in the case of 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 period given to an employee under Clause 4.80(a) or Clause 4.80(b) the employee shall be paid one-half ( $\frac{1}{2}$ ) hour's pay at double the employee's normal rate of pay.
- (d) Where by reason of an emergency it is not feasible to give a meal period at the designated time under Clause 4.80(a) or Clause 4.80(b), it shall be taken as soon as practicable and in addition the City 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 period.

#### 4.100 Daily Guarantee

- (1) Subject to the provisions of paragraph (3), an employee reporting for a scheduled shift on the call of the City, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours' pay at the regular hourly rate.
- (2) Subject to the provisions of paragraph (3), an employee other than a school student on a school day who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four hours' pay at the regular hourly rate.
- (3) In any case where an employee (i) reports for a regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, the employee shall not be entitled to receive the minimum payments set forth in paragraphs (1) and (2).

#### 4.110 Special Provisions Governing Refuse Collection Service

The parties agree that the provisions contained in Schedules "C" and "D" which are annexed to, and which form a part of this Agreement shall apply in connection with the operation of Container Refuse Collection Service to Strata Title and Co-operative Properties and the Operation of the Residential and Commercial Refuse Collection Service.

- 4.120 In the event that a problem occurs that is not provided for by these provisions it shall be resolved by mutual agreement of the parties hereto.

#### 5. VACANCIES

- (a) Any vacant position or any new position that is a regular full-time, regular part-time or temporary full-time position (if such temporary position is expected to exceed four (4) months), but excluding the classification of Labourer 1 and Labourer 2 positions, shall be boarded for a period of ten calendar days and all employees shall be permitted to apply. Such period shall be extended one working day for each public holiday occurring during the posting period.
- (b) Boarding notices shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range, and anticipated length of any temporary assignment, if posted. All job postings shall state "this position is open to male and female applicants".
- (c) All employees desiring to apply shall be supplied with a form of application to be provided by the City.

(d) Transfer Opportunities

Regular Full-Time Labourer 2 employees can request the opportunity to transfer to another Department/Division that employs Regular Full-Time Labourer 2 positions by:

- (i) Completing the approved "Transfer Application".
- (ii) Submitting the Transfer Application in person to the appropriate Superintendent(s) in the Department/Division.
- (iii) Employees who have registered for the opportunity to transfer will be considered for a period of 12 months.
- (iv) An employee may submit a new request for the opportunity to transfer should a requested transfer not occur after a 12 month period.

6. SENIORITY6.10 Regular Full-Time, Temporary Full-Time and Regular Part-Time Employees6.11 Definitions

- (a) "Service" shall mean continuous employment including authorized leave of absence, sick leave and vacation.
- (b) "City Seniority" shall mean length of service with the City.
- (c) "Foremen - Outside Seniority" shall mean service in positions covered by the Foremen's or Outside Workers' Agreements.
- (d) "Class Seniority" shall mean the date of appointment in writing to a position class. Such seniority to become effective retroactively after the completion of a probationary period of six (6) months. An appointment may be to either a permanent or temporary position.

6.12 Auxiliary Seniority Porting to Regular Full-Time

- (a) Auxiliary Employees who have obtained auxiliary seniority, i.e., have worked 1200 hours within two (2) consecutive calendar years, and who obtain a regular full-time position, shall upon successfully completing their probation period, be credited with their full period of service as an Auxiliary Employee. For this purpose, each period of seven (7), seven and one-half (7½), or eight (8) hours worked, depending upon the normal hours for a position class, will equate to one (1) day's service.



- (b) Time worked will be credited to the regular seniority pool for layoff, recall, and boarding competition purposes only, and not for other benefits, e.g., vacations, increments, etc.
- (c) Current Regular Full-Time Employees who formerly worked as Auxiliary Employees and who obtained seniority will also have their past auxiliary service credited for these same purposes.

#### 6.13 Temporary Full-Time Service Porting to Regular Full-Time

Effective 2003 July 17:

- (a) A Temporary Full-Time Employee who becomes a Regular Full-Time Employee without a break in service exceeding twelve (12) months, shall upon successfully completing their probationary period, be credited with such service as a Temporary Full-Time Employee.
- (b) Time worked will be credited to the regular seniority pool for layoff, recall, and boarding competition purposes only, and not for other benefits, e.g., vacations, increments, etc.
- (c) Current Regular Full-Time Employees who formerly worked as Temporary Full-Time Employees and who obtained seniority will also have their past Temporary Full-Time service credited for these same purposes.

#### 6.14 Regular Seniority Pool

A Seniority Pool will be established for Regular Full-Time, Temporary Full-Time and Regular Part-Time Employees.

Access to the Regular Seniority Pool will be extended to:

- (a) All Regular Full-Time Employees upon completion of the probationary period.
- (b) All Temporary Full-Time Employees upon completion of twelve months of continuous service.
- (c) All Regular Part-Time Employees upon completion of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similar classified position.
- (d) Upon qualifying for a Regular Seniority Pool, an employee will be credited with the employee's full period of service or all hours worked since the employee's first day of employment in one or other of the eligible categories, i.e. Regular Full-Time, Temporary Full-Time, or Regular Part-Time.

#### 6.15 Accumulation of Seniority

Seniority, as defined in Clause 6.11, shall apply only to employees included in the Regular Seniority Pool, as defined in Clause 6.14, and will continue and accumulate indefinitely, except as follows:

- (a) "City Seniority" shall be lost when an employee is separated from employment other than for reasons of layoff due to lack of work, or has been laid off due to lack of work for a period of twelve (12) months, or withdraws contributions to Municipal Superannuation during layoff.
- (b) "Foremen - Outside Seniority" shall be lost when City Seniority is lost.
- (c) "Class Seniority" shall be lost when City Seniority is lost, or when Foremen - Outside Seniority is lost, or when an employee is demoted due to discipline or incompetence, or when an employee voluntarily accepts a classification at a lower pay level; provided however, that in the event an employee has accepted a position in a lower classification because the employee's former position has become redundant or because the City has indicated the position may become redundant, the employee shall retain Class Seniority in the former position.

#### 6.16 Application of Seniority

##### (a) Application of Skill, Knowledge and Ability

In making appointments, promotions, transfers and demotions, the skill, knowledge and ability of the employees concerned shall be the primary consideration, but where such qualifications are equal, seniority shall be the determining factor.

##### (b) Application of Class Seniority or Foremen - Outside Seniority

Subject to Clause 6.16(a) an employee may exercise Class Seniority or Foremen - Outside Seniority for any posted competition for positions covered by the Foremen's or Outside Workers' Agreements and may exercise Class Seniority for temporary work in the class which exceeds one month.

##### (c) Temporary Appointments

The City shall have the right for sixty (60) days immediately after the first notice is posted by it with respect to a new position and/or vacancy to fill the new and/or vacant position on a temporary basis, but the temporary appointment shall expire at the end of the sixty (60) day period or when the new appointment is made, whichever is the earlier.

(d) In-Service Probation Period Upon Promotion or Transfer

A promoted or transferred employee will be on in-service probation during the first six (6) months of the promotion or transfer to determine suitability in the position. If an employee does not prove satisfactory in the new position, the Employer shall place the employee in a position at the same pay level as the employee's former class, without loss of seniority.

Effective 2003 July 17, where a promoted or transferred employee is absent for ten (10) or more working days during the in-service probationary period, the in-service probationary period shall be extended by the number of days absent exceeding ten (10) working days.

(e) Emergency Layoffs

- (1) During inclement weather, when construction work must be closed down and there is no immediately available alternative work, the City shall have the right to lay off employees from a position class other than Labourer without regard to seniority for a period not exceeding five (5) days. Such employees shall have the option of working as labourers.
- (2) Layoff of labourers under this section shall be on the basis of City Seniority.
- (3) Employees assigned to operate equipment from a central pool shall revert to and be re-assigned within the pool.

(f) Layoffs

Layoffs for periods exceeding five (5) days shall apply first on the basis of Class Seniority. An employee who has been laid off may bump a junior employee within the same class only in cases where the senior employee is qualified to fill the position occupied by the junior employee. An employee laid off from a position class shall revert to the position class previously held provided that such employee is qualified to fill the lower position. In the context of this clause an employee shall be considered qualified, in the case of a Driver or Equipment Operator, where the employee has been certified through the City Driver/Equipment Operator training program and, in any other case, where the employee has acted in the position class in a satisfactory manner. An employee laid off from a position class shall have the option of working as a Labourer based on City Seniority.

(g) Advance Notice of Layoff

Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the City, the City shall notify employees, who have acquired seniority rights, and who are to be laid off, at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, the employee shall be paid for those days for which work was not made available.

(h) Recall

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

No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows. The City shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order providing that they respond within the stipulated time limits. Upon making contact with an employee, the City shall specify the time when the employee shall report for work. An employee who does not respond within 48 hours of the City's initial attempt to make contact or who refuses to report for work shall be dropped to the bottom of the appropriate list for recall. An employee shall report to work at the time specified by the City or, in extenuating circumstances, within two weeks of the City's initial attempt to contact the employee. Each employee on layoff will be responsible for keeping the City notified of a current contact point through which the employee can be reached.

(i) 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 City shall have the right to place such employee in the position previously held by the employee or in any vacant position for which such employee is considered qualified. The employee, if so placed as the result of being laid off or demoted, shall suffer no loss of seniority and such seniority shall be the employee's total length of service with the City.

6.20 Auxiliary Employees

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

- (a) As soon as an Auxiliary Employee has worked 1,200 hours within two (2) consecutive calendar years, such employee will gain entry onto the Auxiliary Seniority List in their jurisdiction and will be deemed to possess seniority.
- (b) Upon gaining entry onto the Auxiliary Seniority List, an employee will be credited with the number of hours worked in any class of positions, and will hold class seniority in any such class accordingly.
- (c) An employee who has gained entry onto the Auxiliary Seniority List, will continue to accumulate class seniority in any class in which the employee works in accordance with the number of hours worked in a position within such class.
- (d) An Auxiliary Employee's seniority will be lost as the result of a break in service with the City which exceeds one (1) year.
- (e) Where pay ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the number of hours served by a Regular Full-Time Employee for such eligibility.
- (f) In accordance with the Regional Memorandum of Agreement dated 1978 April 21, the City has determined that Auxiliary class seniority is to be exercised departmentally with the exception of the Parks and Engineering Departments where class seniority is to be exercised within the following Divisions:

Parks

- Administration
- Operations
- Aquatics
- Concessions
- Fine Arts
- Playgrounds and Centres
- Rinks

Engineering

- Administration
- Operations

- (g) In the event of a layoff of Auxiliary Employees within a class, those employees having greatest seniority within the class shall be the last ones laid off.
- (h) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the City, the City shall notify Auxiliary Employees, who have acquired seniority rights, and who are to be laid off, at least ten (10)

working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, the employee shall be paid for those days for which work was not made available.

- (i) Other than as might be provided for pursuant to the terms of paragraph (g) herein, no Auxiliary Employee shall have the right to bump another employee after having been laid off.
- (j) An Auxiliary Employee having class seniority, and having been laid off, must, if the employee wishes to be considered for future auxiliary employment, elect to register with the City for future auxiliary employment in which case the employee will be given preference in hiring for future vacancies within various classes on the basis of the employee's class seniority.
- (k) Registration for future Auxiliary employment will be made upon a standard form which will be signed and dated by the applicant and which will state the classes within which the applicant would be willing to accept a position. The completed form will be signed and dated by an authorized representative of the City and both the applicant and the Union will be provided with a copy by way of receipt.
- (l) When an Auxiliary employee who has attained class seniority, has been laid off and who has registered for future Auxiliary employment, also registers a desire to be taken into consideration for Auxiliary work in a class for which the employee does not possess class seniority, such employee shall be taken into consideration for appointment to a position within such new class on the basis of the employee's skills, knowledge and ability, and in any case where there is no registered applicant possessing seniority in the new class in question, and where the employee's skills, knowledge and ability are sufficient so as to render the employee qualified, then
  - (i) if the Auxiliary Employee is the only registered and qualified applicant, the employee shall be appointed to the said position.
  - (ii) if the Auxiliary Employee is one of several registered and qualified applicants, the appointment to the said position shall be based on their relative skills, knowledge and ability, and if their skills, knowledge and ability are considered to be equal, then the registered and qualified applicant possessing the greatest total Auxiliary seniority with the City shall be appointed.

#### 6.30 Seniority Committee

- (a) A Committee, to be known as the Seniority Committee, shall be established consisting of the following persons or their appointees:

President - Civic Union  
 Chairman - Foremen's Division  
               - Outside Workers' Division  
 City Manager  
 Director Engineering  
 Director Recreation and Cultural Services

- (b) The Seniority Committee shall:
- (1) Finally and conclusively settle all disputes or grievances arising from the application of the seniority provisions of the Foremen's and Outside Workers' Agreements.
  - (2) Have power to extend the time as provided in Clause 6.16(e)(1).

## 7. CLASSIFICATION AND PAY

### 7.10 Classification and Evaluation of Positions

The classification, evaluation, reclassification and re-evaluation of positions covered by this Agreement shall be determined in accordance with the current Classification and Evaluation Agreement made between the City and the Union dated 1979 March 27.

### 7.20 Rates of Pay and Increment Dates

- (a) The rates of pay for each class shall be as set out in the Schedules attached to this Agreement except for those classes which have been established or revalued subsequent to that date, in which cases the rates of pay shall be effective as of the date of establishment or reevaluation. The Union acknowledges and confirms that, having regard to existing duties and responsibilities as of the date of execution of this Agreement, differences and rates of pay between various positions classified in Schedule "A" hereof are fair and equitable with the exception of any requests for reevaluation or reclassification currently unresolved.
- (b) In-service pay adjustments arising from increments, reclassifications, reevaluations, and promotions shall commence for the bi-weekly pay period, the first day of which is nearest the calendar date of the pay adjustments.

### 7.30 Apprentice Trades Wages

Wage differentials for 4 year term apprentices shall be based upon the hourly rate for Trades 2 as follows, subject to the understanding that the rate for Labourer 1 shall constitute the minimum amount payable:

1st six months - 70%	5th six months - 80%
2nd six months - 72.5%	6th six months - 82.5%
3rd six months - 75%	7th six months - 85%
4th six months - 77.5%	8th six months - 90%

#### 7.40 First Aid Premiums for Designated Holders of Occupational First Aid Certificates

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

	<u>Full-Time Employees</u>	<u>Regular Part-Time &amp; Auxiliary Employees</u>
OFA Level II	\$85 per month	55¢ per hour
OFA Level III	\$100 per month	65¢ per hour

The City will pay course fees for the OFA Level II and/or III course for employees who are required to have such certification.

### 8. VACATIONS

#### 8.1 Annual Vacation Entitlement

Paid annual vacation for Regular Full-Time and Temporary Full-Time Employees shall be allowed as follows:

- (a) 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 (1st) part calendar year of service, vacation will be granted on the basis of one-twelfth ( $\frac{1}{12}$ ) of ten (10) working days for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked by December 31st.
- (c) Fifteen (15) working days of annual vacation during the second (2nd) up to and including the seventh (7th) calendar year of service.
- (d) Twenty (20) working days of annual vacation during the eighth (8th) up to and including the fifteenth (15th) calendar year of service.
- (e) Twenty-five (25) working days of annual vacation during the sixteenth (16th) up to and including the twenty-third (23<sup>rd</sup>) calendar year of service.



- (f) Thirty (30) working days of annual vacation during the twenty-fourth (24<sup>th</sup>) and all subsequent calendar years of service.
- (g) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation pay for the calendar year in which termination occurs on the basis of one-twelfth ( $1/12$ ) of their vacation entitlement for that year for each month or portion of a month greater than one-half ( $1/2$ ) worked to the date of termination, or at that percentage of wages earned during the calendar year set by the "Employment Standards Act", whichever is greater.
- (h) "Calendar year" for the purposes of this Agreement shall mean the twelve (12) month period from January 1st to December 31st inclusive.

## 8.2 Annual Vacation Deferment

An employee who is entitled to annual vacation of twenty (20) working days or more in any year:

- (a) shall take at least fifteen (15) working days of such annual vacation during the year in which the employee earns such vacation, and
- (b) may defer the taking of any part of such annual vacation in excess of fifteen (15) working days.

PROVIDED HOWEVER that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 8.2 shall be twenty (20) working days.

## 8.3 Early Retirement

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

## 8.4 Supplementary Vacation Entitlement

Each employee shall be entitled to the following paid vacation [supplementary vacation] in addition to the annual vacation to which the employee is entitled under Clause 8.1:

- (a) Each employee upon commencing the eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service in 1978 or in any subsequent year, shall thereupon become entitled to five (5) working days of supplementary vacation.
- (b) It is understood between the parties that each employee shall become entitled to the supplementary vacation under this Clause 8.4 on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain the supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. [An explanatory note and table is annexed hereto as Schedule "E" for the purposes of clarification].

#### 8.5 Vacation Pay Rates and Adjustments

- (a) All employees other than those entitled to an annual percentage of earnings in lieu of vacation, will be paid their annual vacation pay at their respective regular or classified rates of pay.
- (b) As soon as possible following December 31st in each year, a vacation pay adjustment will be made in a lump sum to all employees other than those entitled to an annual percentage of earnings in lieu of vacation, where such employees' annual basic earnings exclusive of overtime and any other premium payments not normally taken into account in the computation of annual vacation pay exceeded their regular base rate earnings during the year in question. Such cash payments shall reflect the proportionate difference between the actual annual basic earnings and regular base rate earnings applied to the employees' annual vacation pay for the year in question, but shall not be paid in any case where the total amount payable is less than one dollar (\$1.00).
- (c) In all cases of terminations of service for any reason other than as provided for in Clause 8.5(d), or death in service, adjustment will be made for any overpayment of vacation.
- (d) Vacation in the Year of Retirement

Any regular employee:

- (a) who has reached minimum retirement age as defined in the Municipal Pension Plan 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 City total eighty (80) years or more

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

9. PUBLIC HOLIDAYS

9.10 Regular Full-Time and Temporary Full-Time Employees

9.11 Basic Entitlement

All Regular Full-Time and Temporary Full-Time Employees shall be entitled to a holiday with pay on the following public holidays, namely: 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:

(a) Day Proclaimed in Lieu of Saturday or Sunday

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

SAVE AND EXCEPT THAT:

No Day Proclaimed in Lieu of Saturday or Sunday

Whenever one of the aforementioned public 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 public holiday be observed on a day other than Saturday or Sunday, or the proclamations of such governments do not proclaim the same day for the observance of such public holiday, then not less than seven (7) calendar days prior to that public holiday the City 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:

- (1) one (1) day's pay at the employee's regular rate of pay, or
- (2) a holiday with pay within the calendar year in which such public 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 public holidays hereinbefore defined in Clause 9.11.

(b) Termination of Service

In the case of an employee's termination of service for any reason, adjustment will be made for any over-compensation provided under Clause 9.11(a)(2).

(c) Advance Notice

Prior to the posting of any notice advising the employees of their entitlement under Clause 9.11(a) herein, the City will afford the Union an opportunity to discuss the substance of the notice.

9.12 Employees Who Normally Work on Public Holidays

(a) Subject to clause (b), the following provisions shall apply to the employees hereinafter specified whose duties normally require them to work on public holidays:

- (i) if an employee whose duties normally require the employee to work on public holidays is required to work on any public holiday as provided in Clause 9.11 which falls on or is observed on any day from Monday to Friday inclusive, then the employee shall be paid the regular pay for the holiday and in addition thereto shall be given compensating time off equivalent to one and one-half (1½) times the number of hours worked on that public holiday;
- (ii) if such employee is required to work on the day off given in lieu of a public holiday, pursuant to the provisions of this clause (a), then in lieu of such holiday the employee shall be paid the regular pay for the holiday plus double the hourly rate of pay of the employee computed on the basis of the employee's normal working hours for the hours worked on such day off;
- (iii) time worked on a public holiday or on the day off given to the employee in lieu of a public holiday pursuant to the provisions of this clause (a) shall not be treated as overtime except as provided in Clauses 4.51(a) and (b) [e.g. where an employee covered by this Clause 9.12 whose standard work day is seven (7) hours, works for ten (10) consecutive hours on a public holiday or on the day off given to that employee in lieu of a public holiday, that employee shall be paid time and one-half (1½X) the standard rate of pay for the eighth and ninth hours of work and double the standard rate of pay for the tenth hour of work].

- (b) Whenever a public holiday defined in Clause 9.11 falls on a Saturday or Sunday and is observed on any day from Monday to Friday, the day on which such holiday is observed shall, for the purposes of those employees referred to in clause (a), be deemed to be a public holiday and if such employees work on the Saturday or Sunday they shall not be entitled to public holiday premium pay for work on either of those days.

Notwithstanding anything contained in Clause 9.11 or clause (a) prior to the beginning of any calendar year the City and the Union may agree that whenever a public holiday defined in Clause 9.11 falls on a Saturday or Sunday, those employees referred to in clause (a) shall be paid public holiday premium pay for working on the Saturday or Sunday but such employees shall be paid public holiday premium pay only once for the same holiday.

For the purposes of this clause (b) "public holiday premium pay" means the equivalent compensation paid to employees referred to in clause (a) for working on a public holiday defined in Clause 9.11 which falls on or is observed on any day from Monday to Friday.

- (c) An employee [except an employee governed by clause (a)] who is required to work on a public holiday defined in Clause 9.11 which falls on or is observed on any day from Monday to Friday inclusive shall be paid the employee's normal rate for the said holiday plus double the hourly rate of pay of the employee computed on the basis of the employee's normal working hours for the hours worked on the holiday.

#### 9.20 Regular Part-Time and Auxiliary Employees

A public holiday will be treated as a normal working day for all Auxiliary and Regular Part-Time Employees. Thus, an employee who works on a public 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 public holiday will not receive any pay or compensating time off in lieu of the holiday.

### 10. HEALTH AND WELFARE BENEFITS

#### 10.10 Medical Services Plan

Regular Full-Time and Temporary Full-Time Employees shall be entitled to be covered under the Medical Services Plan commencing the first day of the calendar month following the date of employment.

The City shall pay one hundred percent (100%) of the premiums required by the plan.

#### 10.20 Dental Services Plan

- (a) Regular Full-Time Employees who have completed the probationary period of six (6) months, as described in Section 2, and Temporary Full-Time Employees who have completed such probationary period and an additional six (6) months' service, shall be entitled to be enrolled in the Dental Services Plan and to be covered effective the first day of the calendar month following completion of the required period of service.
- (b) A spouse, dependent children to age 21, and dependent children over age 21 in full time attendance at a recognized school or college shall be covered as employee dependents.
- (c) Dental services will be covered in accordance with the plan as follows:
 

Plan "A" - 90%	[diagnosis, prevention, surgery, restorations, denture repairs, endodontics and gum treatment]
Plan "B" - 60%	[crowns, bridges and partial or complete dentures]
Plan "C" - 50%	[orthodontic coverage, fifty percent (50%) to a maximum benefit of \$3000 per person per lifetime (adults and children) with immediate cover on the effective date and no run-off on termination of the Plan]
- (d) The City shall pay one hundred percent (100%) of the premiums required for the plan.

#### 10.30 Extended Health Benefits Plan

- (a) Regular Full-Time Employees and Temporary Full-Time Employees who have completed the probationary period of six (6) months shall be entitled to enroll and to be covered effective the first day of the calendar month following such period.
- (b) A spouse, dependent children to age 21, and dependent children over age 21 in full-time attendance at a recognized school or college, shall be covered as employee dependents.
- (c) The plan shall reimburse employees at the rate of eighty percent (80%) of insured eligible expenses after a deductible of \$25 (effective 2004 January 01, \$50; effective 2005 January 01, \$100) per family per year.

- (d) The Plan has a lifetime maximum of one million dollars per person and includes, among other benefits, coverage for eye exams, effective 2004 January 01, to a maximum payable of \$75 per person every two (2) years, vision care with a maximum payable of \$300 per person in a twenty-four (24) month period, laser eye surgery, effective 2004 January 01, with a lifetime maximum payable of \$500 per eye, hearing aids (\$700 (effective 2004 January 01, \$1,000) over a five-year time frame (60 months)), diabetic equipment and supplies, orthopedic shoes, ostomy, clinical psychologist (\$600 per year), and the Nicotine Patch with a \$350 lifetime maximum, all subject to the provisions of the Plan.
- (e) The City shall pay one hundred percent (100%) of the premiums required for the Plan.

#### 10.35 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.

#### 10.37 Temporary Full-Time Employees - Requalifying for Benefits

When a previous Temporary Full-Time Employee is rehired, within one (1) year of the conclusion of their temporary full-time employment, as a Temporary Full-Time Employee, the employee shall not have to reserve the qualifying periods for any of the Medical, Extended Health, Dental or Group Life Insurance benefits that the employee previously qualified for. The employee shall be reinstated on the applicable benefits the first of the month following the date of rehire. Any benefits that the Temporary Full-Time Employee had not previously completed the qualifying period for shall be reserved in full.

#### 10.40 Benefit Administration

##### (a) Membership

Regular Full-Time and Temporary Full-Time Employees shall become members of the Burnaby Municipal Benefit Society [hereinafter referred to as the "Society"] after three (3) months of probationary employment, as defined in Clause 2.2, as a condition of remaining and continuing in such employment, and shall be covered for Sickness, Disability and Life Insurance benefits, as outlined hereinafter in this Agreement.

(b) Administration

The parties agree that the Society shall administer Short Term Sickness and Accident Leave, Medium Term Disability, Long Term Disability and occupational disability benefits in accordance with this Agreement, the Society's Plan Document and the Constitution and By-Laws of the Society. The Letter of Intent dated 1990 October 12 outlines the terms and conditions agreed to by the Joint Benefits Review Committee and is appended to this Agreement as Schedule "J".

(c) Certification of Disability

The City or the Society may require an employee to provide written confirmation or certification at any time of the employee's disability or incapacity to work, or continuing incapacity to work and the date when the employee is expected to be able to return to regular duties on a full or part-time basis. Such confirmation may be required in the form of a statement from the employee's physician, the Medical Consultants of the City or the Society, or the Employee Nurse.

(d) Appeals

Any appeals with respect to sick leave benefits shall be presented in writing [on a form to be approved by the City and the Union] to the Directors of the Society who shall issue a decision with respect to the appeal. The decision of the Directors shall be subject to the provisions of Article 16 (Grievance Procedure).

(e) Part-Time Return to Work

Employees who are able to return to their regular duties on a part-time basis shall be considered to be on one absence for the purposes of the plan and shall have a reduction of sick leave entitlement credits, calculated on a pro rata basis.

(f) EI Rebates

The Employer/employee portion of EI rebates or reductions related to the Medium Term Disability Plan shall be utilized to pay for the Medium Term Disability Plan. The balance of the cost shall be paid by the City.

(g) Sick Leave Reimbursement

Effective 2003 July 17, the Medium and Long Term Disability Plan benefits shall be reduced by any benefits an employee receives from the following sources:



- (a) any Workers' Compensation Act or coverage or similar legislation;
- (b) disability benefits payable by the Canada/Quebec Pension Plan (excluding dependent benefits and future cost of living adjustments);
- (c) any amount of disability income provided by any compulsory act or law.

#### 10.41 Short Term Sickness and Accident Leave (STSA)

- (a) Short Term Sickness and Accident Leave shall mean loss of time from work caused by sickness, accident or disability for the first two (2) weeks of each sick leave absence [a week shall mean 35, 37.5 or 40 hours, i.e. the regular weekly hours].
- (b) The rate of benefits for STSA leave shall be 85% of "after-tax" salary.

Such rate of benefits for STSA leave may be adjusted by the Directors of the Society after 1982 January 01 to achieve regular take-home pay [i.e. "no gain, no loss"] for members of the Society. Applicable employee/City benefit contributions will continue, and Superannuation contributions will be based on the regular wage or salary rate of the member.

- (c) The rate of benefit, premium, penalties, and incentive for Short Term Sick Leave shall be based on one accounting system for the members of the Society who are covered by the Inside, Outside, Foreman and Library Employees' Union Agreements [hereinafter referred to as the "Local 23 members"] considered as one group separate and apart from all other members of the Benefit Society.
- (d) Each member shall pay a premium of 1.5% of regular gross salary or such standard percentage amount that will make the STSA fund self-supporting. The level of contributions shall be adjusted by the Society upwards or downwards as required.

A refund of premiums shall be made to eligible employees by the Directors of the Society.

The amount of the refund shall be up to 50% of the difference between the Short Term Sick Leave premium paid and the Short Term Sick Leave benefit received by each member during a calendar year, based on the availability of funds, as determined by the Directors of the Society.

#### 10.42 Occupational Injury Time Loss (WCB)

- (a) Members as defined in Clause 10.40(a) will continue to receive the equivalent of regular take-home pay and applicable benefits during time loss due to occupational injury, subject to clause (c) hereof.
- (b) The City will pay the first day or part day of time loss due to an occupational injury at regular gross pay.
- (c) Time loss from the second day onwards will be paid in an amount which will achieve the member's regular after-tax "take-home" pay, as follows:
  - (1) a tax-free amount from the STSA fund of the Society equivalent to the amount payable by WCB to the employee. WCB payments shall be assigned by the member to the Society.
  - (2) a taxable supplement, payable by the City which, when added to the amount calculated in Clause 10.42(c)(1), will achieve the member's regular take-home pay.
  - (3) during the period of disability, applicable City/employee benefit contributions will continue to be made by the City/employee, and Superannuation contributions will be based on the regular wage or salary rate of the member.
  - (4) should WCB not accept a member's claim, then the total time loss period shall be treated retroactively as a sickness and the provisions of Clause 10.41 shall apply with appropriate adjustments being made in payments made to the member.

#### 10.43 Disabled Employees

The City and the Union recognize that certain employees who are physically disabled are unable to continue in their regular position. Such employees may be able to work on a part-time or full-time basis in light work positions.

The City and the Union encourage a cooperative effort between Management and Union representatives and the Burnaby Municipal Benefit Society and have agreed to form a committee to review the cases of such employees.

The four-member committee shall consist of the Director of Human Resources, the Department Head of the Department in which the affected employee is currently employed, the President - Local 23, and the Chairman of the Union Division in which the affected employee is currently a member, or their designates; and any decisions of the committee must be unanimous.

The committee may decide that a disabled employee be placed in a light duty position, as agreed to by the committee; however, any resulting increase in staff budget costs is subject to the approval of the City Manager.

#### 10.44 Group Life Insurance

Regular Full-Time Employees and Temporary Full-Time Employees who have completed six (6) months' probationary employment shall be entitled to Group Life Insurance as follows:

- (a) Group Life Insurance calculated on the basis of two times (2X) regular gross earnings (minimum coverage of \$50,000).
- (b) The City shall pay one hundred percent (100%) of the cost of the Group Life Insurance.

#### 10.45 Optional Additional Life Insurance

The following Optional Additional Life Insurance will be made available to members of the Society, and/or their spouses:

- (a) Life Insurance in units of \$10,000 to a maximum of \$200,000 on any one life.
- (b) Premiums to be paid 100% by employees by payroll deduction at rates that are competitive with market rates. Premium levels to be reviewed from time to time in conjunction with negotiations for renewal of the Collective Agreements. Premium levels are subject to change by the Carrier upon appropriate written notice.
- (c) Evidence of insurability to require a short form questionnaire. No medical examination will be required and the applicant will either be accepted or rejected at the time of application.
- (d) No percentage participation required of the group.
- (e) An exclusion will be a two year suicide clause.
- (f) Spouse cover will be available whether or not the member participates, on the same terms as for the member.
- (g) There shall be a conversion privilege pursuant to the Plan.

#### 10.50 Benefits During Layoff

Temporary Full-Time and Regular Full-Time Employees who have gained seniority rights and who are laid off from employment due to lack of work shall be entitled to leave without pay status until the end of the calendar month following the month during which layoff occurs, for purpose of continuing coverage under the Health and Welfare Benefit plans on which they have been enrolled, e.g., B.C. Medical, Extended Health, Dental Plan, Group Life Insurance, Long Term Total Disability Plan, and Optional Additional Life Insurance coverage.

The City agrees to ensure that such leave without pay status and benefit coverage continues in effect at the employee's cost during such period, provided that such cost is paid in advance by or recovered from the employee concerned.

#### 10.51 Benefits During Strike or Lock-Out

In the event of a strike or lock-out, the City agrees to continue payment of applicable benefit premiums of the Local 23 members for the B.C. Medical Plan, Extended Health Benefit Plan, Dental Plan, Group Life Insurance, Long Term Total Disability Plan and Optional Additional Life Insurance premiums during the strike or lock-out and the Union agrees to reimburse the City for one hundred percent (100%) of such premium costs. The Long Term Total Disability premiums shall be based on the previous year's premium experience.

#### 10.60 Benefits for Regular Part-Time and Auxiliary Employees

- (a) Auxiliary Employees shall be paid an amount [hereinafter called "the employee benefit compensation"] equal to twelve percent (12%) of their regular earnings in lieu of all employee benefits, including those providing time off with pay, such as compassionate leave [hereinafter called "employee benefits"] set forth in Clauses 8 Vacations, 9 Public Holidays, 10 Health and Welfare Benefits and 11.3 Compassionate Leave - Regulations and Procedure, of this Agreement, provided however that the employee benefit compensation of those Auxiliary Employees who have gained entry onto the auxiliary seniority list shall be increased to sixteen percent (16%) of their regular earnings.
- (b) Effective 2003 July 17, Regular Part-Time Employees who have worked at least 913 hours (35-hour work week positions), 978 hours (37.5-hour work week positions) or 1044 hours (40-hour work week positions), and regularly work at least twenty (20) hours each week shall be given the option of receiving employee benefits or being paid an amount equal to sixteen percent (16%) of their regular earnings in lieu of employee benefits. Eligible Regular Part-Time Employees shall be entitled to the benefits set forth in paragraph (c) notwithstanding their election to be paid a percentage of regular earnings in lieu of employee benefits. An eligible Regular Part-Time Employee who has exercised such option shall have no further right to exercise that option.

A Regular Part-Time Employee who elects to receive employee benefits shall be provided with benefits as follows:

- (1) Compensation for vacation and public holidays to be calculated at ten percent (10%) of earnings and added to regular pay.
- (2) Short Term Sickness and Accident, Medium Term Disability and Long Term Disability Benefits per Clauses 10.40 and 10.41 to be based on the percentage that the hours worked bears to full-time scheduled hours, subject to paragraph (3) hereof.
- (3) In the event of absence due to occupational injuries, Clause 10.42 shall apply.
- (4) Premiums payable by employees for Short Term Sickness and Accident Leave shall be based on the calculation outlined in paragraph (2) and the City shall pay the full cost of Medium Term Disability and Long Term Disability Benefits.
- (5) The City shall pay one hundred percent (100%) of the premium costs of the Dental Plan, Extended Health Benefits and Group Life Insurance.
- (6) The employee shall pay one hundred percent (100%) of the premium cost of the Medical Services Plan, if applicable.

A Regular Part-Time Employee who elects to receive employee benefits shall become a member of the Burnaby Municipal Benefit Society as a condition of becoming and remaining eligible for employee benefits.

- (c) Effective 2003 July 17, Regular Part-Time Employees who have worked at least 913 hours (35-hour work week positions), 978 hours (37.5-hour work week positions) or 1044 hours (40-hour work week positions), shall be entitled on a pro-rated basis to the same benefits as Regular Full-Time Employees are entitled to, namely: Compassionate Leave, Maternity Leave, Adoption Leave, Court Attendance and Jury Duty; provided however that if a Regular Part-Time Employee has elected to be paid an amount equal to sixteen percent (16%) of regular earnings in lieu of employee benefits the employee shall not be paid sixteen percent (16%) of regular earnings when on unpaid leave of absence.
- (d) Effective 2003 July 17, Regular Part-Time Employees who have worked less than 913 hours (35-hour work week positions), 978 hours (37.5-hour work week positions) or 1044 hours (40-hour work week positions), shall be paid an amount equal to twelve percent (12%) of their regular earnings in lieu of employee benefits and Regular Part-Time Employees who have worked at least 913 hours but have not elected to receive employee benefits shall be entitled to receive an

amount equal to sixteen percent (16%) of regular earnings in lieu of employee benefits. Eligible Regular Part-Time Employees shall be entitled to the benefits set forth in paragraph (c) hereof notwithstanding their election to be paid a percentage of regular earnings in lieu of employee benefits.

#### 10.70 Continuation of Pension Contributions

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

#### 10.71 Pension "Buy-Back" Provision

Subject to the qualifying provision contained in Section 9(1) of the Municipal Pension Plan, the City agrees to participate in such contributions as are necessary to extend pensionable service of an employee covered by this Agreement up to a maximum of six (6) months. The said extension to represent that time served by the employee in a probationary capacity with the City which has not heretofore been considered as pensionable service. Such benefit to be subject to the following:

- (a) An employee must have a vested interest in the Municipal Pension Plan and have reached the minimum retirement age in order to qualify.
- (b) Any eligible employee who wishes to take advantage of this benefit must give at least one (1) month's notice in advance of the contemplated retirement date and make such arrangements as are necessary at that time regarding the employee's own contributions. Provided, however, the time constraints provided for in this paragraph may be waived under special circumstances by application to and with the approval of the City.
- (c) Cost of increased benefits, as defined by the Municipal Pension Plan, is shared 50/50 by the employee and the City as per Section 9(1)(b) of the Municipal Pension Plan.

Effective 2003 July 17, where an employee has, prior to retirement, paid the full cost of extending their pensionable service as provided herein, the Employer shall, upon the employee's retirement, reimburse the employee for one-half (½) of the cost previously paid by the employee provided the employee has reached the minimum retirement age.

### 11. LEAVE OF ABSENCE

### 11.1 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 City. 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 City shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the City's contribution on behalf of each such representative for group life insurance coverage, medical coverage, sickness and accident insurance coverage and Municipal Superannuation. The Union shall reimburse the City to the amount of the account rendered within sixty (60) days.
- (c) Upon application to, and upon receiving the permission of the City Manager in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the City or for the purpose of settling a grievance as outlined elsewhere in this Agreement. Not more than three (3) 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 City Manager in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the national and B.C. divisional conventions of the C.U.P.E., the annual convention of the B.C. Federation of Labour and the biennial convention of the Canadian Labour Congress.
- (e) Upon application to, and upon receiving the permission of the City Manager 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 City agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing duties as an officer of the Union shall not lose seniority in the service of the City and shall continue to accumulate seniority while performing such duties. Upon retirement from the duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the former position was allocated and for which the employee is qualified if any position within such class is held by an employee with less seniority. If all of the positions within such class are

held by employees with more seniority than the returning employee's or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which the employee is qualified.

- (g) The City agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the New Westminster District Labour Council, the B.C. Federation of Labour or the Canadian Labour Congress shall be granted leave of absence without pay and shall not lose seniority in the service of the City 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 the employee is qualified in the service of the City.
- (h) The Union shall provide the City 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.

## 11.2 Maternity and Parental Leave

### (a) Length of Leave

#### Birth Mother

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

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

#### Birth Father and Adoptive Parent

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

#### Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a



physician certifies the employee as unable to return to work for medical reasons related to the birth.

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

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

(b) Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) The City may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

(c) Return to Work

On resuming employment an employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or

sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

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

(e) Benefits

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

(f) Supplementary Employment Insurance Benefits

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.

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

### 11.3 Compassionate Leave - Regulations and Procedure

- (a) Any 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 wife, husband, child, ward, brother, sister, parent, step-child, step-brother, step-sister, step-parent, parent-in-law, grandchild, grandparent, guardian or common-law spouse; or
  - (ii) in the case of the death of any other relative if living in the employee's household.
- (b) Any employee who qualifies for compassionate leave without loss of pay under paragraph (a) herein, and who is required to travel to a point outside the Lower

Mainland of British Columbia [defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District] may be granted additional leave without loss of pay for a further period of two (2) working days.

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

#### 11.4 Jury and Witness Duty

- (a) Regular Full-Time Employees or Temporary Full-Time Employees who are called for Jury Duty or subpoenaed as a Crown witness shall be given time off work during the period of such duty. The employee shall suffer no loss of regular pay for the time so spent and any remuneration received by the employee for such duty shall be remitted to the City.
- (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 City, 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.

12. TECHNOLOGICAL CHANGE

Technological change shall be subject to the provisions of Schedule "F" attached hereto and forming a part of this Agreement.

13. CHANGES AFFECTING THE AGREEMENT

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

14. LABOUR MANAGEMENT COMMITTEE

(a) A Labour Management Committee shall be established with the following principal objectives:

- (1) To develop and maintain a continuous effective channel of labour management communication.
- (2) To provide a means whereby the City can keep the Union and employees informed of proposed organizational and technological changes.
- (3) To consider and make recommendations to resolve the effects of any proposed changes on individual employees.
- (4) To consider and make recommendations to resolve matters affecting job security or the safety, health and well-being of employees on the job.
- (5) To consider and make recommendations with respect to the training and development of employees on the job.
- (6) To encourage employee and Union suggestions.

(b) Members

The Committee shall be composed of eight (8) members, four (4) to be appointed by the City and four (4) to be appointed by the Union.

#### 14.10 Occupational Health and Safety

An Occupational Health and Safety Committee shall be established consisting of up to six (6) representatives of the City and up to six (6) Union-appointed representatives. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the City Manager.

#### 15. SEXUAL HARASSMENT

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

#### 16. GRIEVANCE PROCEDURE

##### 16.1 Definition

A grievance shall mean any difference concerning the interpretation, application or operation of this Agreement, or any grievance concerning any alleged violation of this Agreement, or any difference concerning the suspension, discipline or dismissal of an employee.

##### 16.2 Procedure

An employee and the immediate Supervisor shall attempt to resolve a potential grievance as defined in Clause 16.1 before it is submitted to the formal grievance procedure outlined below. However, if the employee and Supervisor are unable to resolve such potential grievance, it shall be finally and conclusively settled without stoppage of work by the following steps:

##### Step 1

The employee shall formally take up the grievance with the Supervisor from whose decision it arose within ten (10) working days of the grievance arising.

##### Step 2

If the employee wishes to pursue the grievance further the employee shall, within five (5) working days of having taken the grievance up with the Supervisor in Step 1, present such grievance in writing, on a form to be approved by the City and the Union, to the Department Head. The Department Head will provide a reply to the employee in writing within five (5) working days of receipt of the grievance.

### Step 3

- (a) If, having received a reply from the Department Head, the employee wishes to pursue the grievance further, the employee shall, within five (5) working days of receiving said reply, forward the completed grievance form to the Office of the City Manager. The Manager's Office shall refer the grievance to a Grievance Sub-Committee within one (1) working day.
- (b) The Grievance Sub-Committee shall consist of an appointee of the Union and an appointee of the City Manager.
- (c) The Grievance Sub-Committee shall have the right to jointly investigate all aspects of the grievance and to interview the Aggrieved, the Supervisor, the Department Head and any other person who may have knowledge of the circumstances of the grievance.
- (d) The Grievance Sub-Committee shall, within ten (10) working days from the time of receiving the grievance, communicate in writing any mutually agreed findings and recommendations as to the definition and resolution of the grievance, or its failure to agree, to the Aggrieved and the Department Head involved, the City Manager, and the President of the Union.

### Step 4

If, having received the response of the Grievance Subcommittee, the Union wishes to pursue the grievance further, it shall, within five (5) working days of receiving said reply, refer the matter in writing to the City Manager. The City Manager or his designate shall provide a written response to the Union within ten (10) working days of receipt of the grievance.

### Step 5

- (a) In the event the grievance is unresolved at Step 4, the City or the Union may submit the grievance to a Board of Arbitration of three (3) persons, one of whom shall be appointed by the City and one by the Union. Such appointment shall be made within ten (10) working days of the receipt of the City Manager's response in Step 4. The third member shall be appointed within ten (10) working days by the two members so appointed, and shall be Chairperson.
- (b) Should the members appointed by the parties fail to agree on a Chairperson within the said five (5) working days the said Chairperson shall be appointed by the Minister of Labour of the Province of British Columbia.

- (c) Where under Section 16 an Arbitration Board finds that an employee has been dismissed, suspended or otherwise disciplined for other than proper cause, such Arbitration Board may:
- (1) direct the City to reinstate the employee and pay to the employee a sum equal to the wages lost by reason of such dismissal, suspension, or other discipline, or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable; or
  - (2) make such other order as it considers fair and reasonable, having regard to the terms of this Agreement.
- (d) The majority decision of the Board shall be final and binding on both parties and each party shall bear the expense of their arbitrator and pay one-half of the expenses of the Chairperson. The Board shall finally settle such difference or grievance and communicate its decision within fourteen (14) calendar days after the appointment of the Chairperson.

16.3 The stipulated time mentioned in Steps 2, 3, 4 and 5 may be extended by mutual consent of the appointee of the Union and the appointee of the City Manager.

16.4 The City or the Union shall have the same rights of grievance with respect to the matters set out in Clause 16.1 and the procedures to be applied as set out in Steps 2, 3, 4 and 5 of the Grievance Procedure.

## 17. RESIDUAL ITEMS

The Schedules attached hereto and marked with the letters "H" and "I" shall form a part of this Agreement.



IN WITNESS WHEREOF the City has caused these presents to be sealed with its Corporate Seal and signed by its proper officials on its behalf, and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf as of the day and year first above written.

THE CITY OF BURNABY:

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 23 (Burnaby Civic  
Employees) on behalf of its OUTSIDE  
WORKERS' DIVISION:

“Derek Corrigan”  
\_\_\_\_\_  
MAYOR

“Dave Lau”  
\_\_\_\_\_  
CHAIRPERSON, OUTSIDE DIVISION,  
LOCAL 23

“D. Comis”  
\_\_\_\_\_  
CLERK

“Bill Pegler”  
\_\_\_\_\_  
PRESIDENT, LOCAL 23

“2005 April 06”  
\_\_\_\_\_  
Dated

“Kevin Lusignan”  
\_\_\_\_\_  
SECRETARY, LOCAL 23  
  
“May 27<sup>th</sup>, 2005”  
\_\_\_\_\_  
Dated

THE CITY OF BURNABY

SCHEDULE "A" - OUTSIDE DIVISION 2003-2006

Class Title	Schedule "B" Note	Pay Rate Per Hour			
		2003 Jan. 01	2004 Jan. 01	2005 Jan. 01	2006 Apr. 01 ♦
Arboricultural Assistant		21.55	22.09	22.64	23.32
Asphalt Raker		20.05	20.55	21.06	21.69
Assistant Pump Station Service- Worker - Sewers		23.54	24.13	24.73	25.47
Assistant Water Services Maintenance Worker		23.54	24.13	24.73	25.47
Automotive Service Mechanic		21.38	21.91	22.46	23.13
Concrete Finisher 1		20.05	20.55	21.06	21.69
Concrete Finisher 2		20.69	21.21	21.74	22.39
Equipment Maintenance Man		24.27	24.88	25.50	26.27
Equipment Operator 1		20.19	20.69	21.21	21.85
Equipment Operator 2		20.69	21.21	21.74	22.39
Equipment Operator 3		20.93	21.45	21.99	22.65
Equipment Operator 4		21.23	21.76	22.30	22.97
Equipment Operator 4a		22.01	22.56	23.12	23.81
Equipment Operator 4b	A	21.23-22.01-22.48	21.76-22.56-23.04	22.30-23.12-23.62	22.97-23.81-24.33
Equipment Operator 5		23.28	23.86	24.46	25.19
Equipment Operator – Central Stores		20.69	21.21	21.74	22.39
Equipment Operator - Yardman		20.69	21.21	21.74	22.39
Field Arborist		25.08	25.71	26.35	27.14
First Aid Attendant		20.05	20.55	21.06	21.69
Form Setter 1		20.05	20.55	21.06	21.69
Form Setter 2		21.38	21.91	22.46	23.13
Golf Course Attendant		21.76	22.30	22.86	23.55
Heavy Equipment Mover Operator		22.01	22.56	23.12	23.81
Irrigation Systems Worker		23.54	24.13	24.73	25.47
Labourer 1	B	19.19	19.67	20.16	20.76
Labourer 2	B	19.39	19.87	20.37	20.98
Labourer 3	B	19.71	20.20	20.71	21.33
Litter Collector		19.39	19.87	20.37	20.98
Night Dispatcher-Watchman	G	19.39	19.87	20.37	20.98
Park Attendant I	D	17.75	18.19	18.64	19.20
Park Attendant II		19.97	20.47	20.98	21.61
Park Patroller	E	19.71	20.20	20.71	21.33
Partsworker I	F	19.19-19.39-19.71	19.67-19.87-20.20	20.16-20.37-20.71	20.76-20.98-21.33
Partsworker/Service Station Attendant	F	19.19-19.39-19.71	19.67-19.87-20.20	20.16-20.37-20.71	20.76-20.98-21.33
Playground Maintenance Worker		20.31	20.82	21.34	21.98

SCHEDULE "A" (cont'd)

Class Title	Schedule "B" Note	Pay Rate Per Hour			
		2003 Jan. 01	2004 Jan. 01	2005 Jan. 01	2006 Apr. 01 ♦
Pump Station Service Worker		25.08	25.71	26.35	27.14
Serviceworker – Irrigation Systems		24.27	24.88	25.50	26.27
Sewer Flushing Truck Operator		20.69	21.21	21.74	22.39
Sign Maintainer		20.19	20.69	21.21	21.85
Sign Maker		25.08	25.71	26.35	27.14
Timberman		20.05	20.55	21.06	21.69
Tradesman 1	H	23.54	24.13	24.73	25.47
Tradesman 2	C,I	25.08	25.71	26.35	27.14
Transport Assistant	P	19.90	20.40	20.91	21.54
Tree Pruner I		20.31	20.82	21.34	21.98
Truck Driver 1		20.05	20.55	21.06	21.69
Truck Driver 2		20.55	21.06	21.59	22.24
Truck Driver 3		20.79	21.31	21.84	22.50
Truck Driver 1 - Scavenging		20.55	21.06	21.59	22.24
Truck Driver 2 - Scavenging		20.79	21.31	21.84	22.50
Truck Driver 3 - Scavenging	K	20.96	21.48	22.02	22.68
Truck Driver – Container Placement	K	20.32	20.83	21.35	21.99
Truck Driver 3 – Recycling		20.79	21.31	21.84	22.50
Truck Driver – Sidewalk Maint.		20.55	21.06	21.59	22.24
Truck Driver – Swamper II		20.79	21.31	21.84	22.50
Underground Services Lead Hand		20.55	21.06	21.59	22.24
Watchman	G	18.69	19.16	19.64	20.23

- ♦ The 2006 April 01 rates represent a three percent (3%) increase over the 2006 March 31 rates and are subject to the following provision taken from the Memorandum of Agreement dated 2003 June 25:

Effective 2006 April 01, all hourly rates of pay which were in effect on 2006 March 31 shall be increased by the greater of:

(i) three percent (3.0%). The new hourly rates shall be rounded to the nearest whole cent,

or

(ii) three percent (3.0%) plus one-half of the amount by which the Consumer Price Index (CPI all item market basket) for Vancouver, BC exceeds three percent for the 12 month period ending on 2006 February 28. This calculation will be made by comparing the difference of the CPI value for February 2006 over February 2005. The CPI calculation will be taken to the second decimal place following arithmetical rules of rounding. The new hourly wage rates calculated from the aforementioned shall be rounded to the nearest whole cent.

SCHEDULE "A" (cont'd)

The conversion of hourly rates to bi-weekly rates to be as follows:

Key: A = 2003 January 01  
 B = 2004 January 01  
 C = 2005 January 01  
 D = 2006 April 01 ♦

<u>Effec.</u> <u>Date</u> <u>weekly</u>	<u>Hourly</u>	<u>Bi-weekly</u>	<u>Hourly</u>	<u>Bi-weekly</u>	<u>Hourly</u>	<u>Bi-</u>
A	17.75	1,420.00	20.31	1,624.80	21.55	1,724.00
B	18.19	1,455.20	20.82	1,665.60	22.09	1,767.20
C	18.64	1,491.20	21.34	1,707.20	22.64	1,811.20
D	19.20	1,536.00	21.98	1,758.40	23.32	1,865.60
A	18.69	1,495.20	20.32	1,625.60	21.76	1,740.80
B	19.16	1,532.80	20.83	1,666.40	22.30	1,784.00
C	19.64	1,571.20	21.35	1,708.00	22.86	1,828.80
D	20.23	1,618.40	21.99	1,759.20	23.55	1,884.00
A	19.19	1,535.20	20.55	1,644.00	22.01	1,760.80
B	19.67	1,573.60	21.06	1,684.80	22.56	1,804.80
C	20.16	1,612.80	21.59	1,727.20	23.12	1,849.60
D	20.76	1,660.80	22.24	1,779.20	23.81	1,904.80
A	19.39	1,551.20	20.69	1,655.20	22.48	1,798.40
B	19.87	1,589.60	21.21	1,696.80	23.04	1,843.20
C	20.37	1,629.60	21.74	1,739.20	23.62	1,889.60
D	20.98	1,678.40	22.39	1,791.20	24.33	1,946.40
A	19.71	1,576.80	20.79	1,663.20	23.28	1,862.40
B	20.20	1,616.00	21.31	1,704.80	23.86	1,908.80
C	20.71	1,656.80	21.84	1,747.20	24.46	1,956.80
D	21.33	1,706.40	22.50	1,800.00	25.19	2,015.20
A	19.90	1,592.00	20.93	1,674.40	23.54	1,883.20
B	20.40	1,632.00	21.45	1,716.00	24.13	1,930.40
C	20.91	1,672.80	21.99	1,759.20	24.73	1,978.40
D	21.54	1,723.20	22.65	1,812.00	25.47	2,037.60

SCHEDULE "A" (cont'd)

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<u>Effec. Date weekly</u>	<u>Hourly</u>	<u>Bi-weekly</u>	<u>Hourly</u>	<u>Bi-weekly</u>	<u>Hourly</u>	<u>Bi-</u>
A	19.97	1,597.60	20.96	1,676.80	24.27	1,941.60
B	20.47	1,637.60	21.48	1,718.40	24.88	1,990.40
C	20.98	1,678.40	22.02	1,761.60	25.50	2,040.00
D	21.61	1,728.80	22.68	1,814.40	26.27	2,101.60
A	20.05	1,604.00	21.23	1,698.40	25.08	2,006.40
B	20.55	1,644.00	21.76	1,740.80	25.71	2,056.80
C	21.06	1,684.80	22.30	1,784.00	26.35	2,108.00
D	21.69	1,735.20	22.97	1,837.60	27.14	2,171.20
A	20.19	1,615.20	21.38	1,710.40		
B	20.69	1,655.20	21.91	1,752.80		
C	21.21	1,696.80	22.46	1,796.80		
D	21.85	1,748.00	23.13	1,850.40		

- ◆ The 2006 April 01 rates represent a three percent (3%) increase over the 2006 March 31 rates and are subject to the following provision taken from the Memorandum of Agreement dated 2003 June 25:

Effective 2006 April 01, all hourly rates of pay which were in effect on 2006 March 31 shall be increased by the greater of:

- (i) three percent (3.0%). The new hourly rates shall be rounded to the nearest whole cent,

or

- (ii) three percent (3.0%) plus one-half of the amount by which the Consumer Price Index (CPI all item market basket) for Vancouver, BC exceeds three percent for the 12 month period ending on 2006 February 28. This calculation will be made by comparing the difference of the CPI value for February 2006 over February 2005. The CPI calculation will be taken to the second decimal place following arithmetical rules of rounding. The new hourly wage rates calculated from the aforementioned shall be rounded to the nearest whole cent.

SCHEDULE "A" (cont'd)

<u>Effec.</u> <u>Date</u> <u>weekly</u>	<u>Hourly</u>	<u>Bi-weekly</u>	<u>Hourly</u>	<u>Bi-weekly</u>	<u>Hourly</u>	<u>Bi-</u>
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THE CITY OF BURNABYSCHEDULE "B" - OUTSIDE DIVISION 2003-2006Notes on Non-Standard Hours and Working Conditions and Special and Premium Pay

- A. Equipment Operator 4b: Receives semi-annual increments.
- B. Labourers (Stride Avenue Dump and Golf Courses including pitch and putts): Work any five (5) consecutive days per week any eight (8) consecutive hours, exclusive of lunch, or if required to remain on duty during lunch break - inclusive of lunch, on a schedule determined by the Department Head. One week's notice shall be provided the Union prior to any change in schedule.
- C. Tradesman 2 - Machinist: If required to have mechanics' tools, in addition to machinist tools, shall be paid \$12.00 per month while so required, such compensation to offset depreciation and investment interest for the second set of tools.
- D. Park Attendant: Works any five (5) consecutive days per week any eight (8) consecutive hours, exclusive of lunch, or if required to remain on duty during the lunch break - inclusive of lunch, on a schedule determined by the Department Head, with shift differential. One week's notice shall be provided the Union prior to any change in schedule.
- E. Park Patrolman: Works any five (5) consecutive days per week any eight (8) consecutive hours, inclusive of lunch while on duty, on a schedule determined by the Department Head, with shift differential. One week's notice shall be provided the Union prior to any change in schedule.
- F. Partsman 1 and Partsman/Service Station Attendant: Receive annual increments.
- G. Night Dispatcher - Watchman, Watchman: Works any five (5) consecutive days per week on a weekly scheduled basis any eight (8) consecutive hours, inclusive of lunch, commencing at either 08:00 h, 16:00 h or 24:00 h, with shift differential.
- H. Tradesman 1: Classes are Carpenter, Mechanic, Painter, Plumber, Welder-Mechanic, Gardener, and Nurseryman.
- I. Tradesman 2: Classes are Carpenter, Mechanic, Painter, Plumber, Welder-Mechanic, Machinist and Gardener.
- J. Truck Driver - Swamper 1, Truck Driver - Swamper 2: Working conditions set forth in Schedule "D" apply.

SCHEDULE "B" (cont'd)

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- K. Truck Driver - Container Placement, Truck Driver 3 - Scavenging: Working conditions set forth in Schedule "C" apply.
- L. Spray Painting: Employees paid an extra thirty-five (35) cents per hour while engaged in spray painting.
- M. Sewage Premium Pay: Employees who are required to work in raw sewage shall be paid fifty (50) cents per hour extra for time actually engaged in such work. The minimum time to be paid shall be one (1) hour.
- N. Mechanics' Tool Allowance: In any case where a Trades 2 Mechanic is required by the City to provide their own mechanics' hand tools to perform their work for the City, such employee shall be paid a flat Tool Allowance in the amount of forty dollars (\$40.00) biweekly.
- O. Broken Tool Replacement Policy: In any cases where tradesmen or other employees are required by the City to provide their own hand tools, and where such hand tools are broken or worn out as a result of such employees carrying out their required duties and responsibilities in a proper manner, then the City shall pay the cost of replacing such broken or worn out hand tools, unless the employee is able to effect replacement without cost to himself under the terms of a guarantee or warranty. Worn out hand tools are covered to a maximum of \$150.00 per year.

Regulations

- (1) The City will designate those positions or classes of positions whose incumbents are required to provide their own hand tools.
- (2) Claims for replacement of any hand tool broken or worn out as a result of an employee carrying out his required duties and responsibilities in a proper manner, will be made on a form to be provided by the City.
- (3) The broken or worn out hand tool will be submitted at the time the employee requests a copy of the form.
- (4) In order for a claim to be acceptable, broken or worn out hand tools will have to be reported orally to the employee's designated supervisor at the earliest reasonable opportunity, and the form will have to be completed not later than the end of the working shift during which the breakage occurred.
- (5) When a claim has been accepted, the City will provide a tool of the same or equivalent make and quality as the tool which was broken or worn out.



Whenever it is considered desirable by the employee that the City should provide him with a tool which is the same as that which he broke or wore out, then if it is possible to purchase such replacement in the Greater Vancouver area, the City shall provide a tool of the same make and quality.

- P. Transport Assistant: Works seven (7) consecutive hours, exclusive of one (1) hour for lunch, between 07:00 h and 17:00 h Monday to Friday inclusive.

THE CITY BURNABY

SCHEDULE "C" - OUTSIDE DIVISION 2003-2006

MEMORANDUM OF AGREEMENT BETWEEN  
THE CORPORATION OF THE DISTRICT OF BURNABY  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23  
ON BEHALF OF ITS OUTSIDE WORKERS' DIVISION

IN CONNECTION WITH THE IMPLEMENTATION AND CONTINUED OPERATION  
OF CONTAINER REFUSE COLLECTION SERVICE TO STRATA TITLE AND  
CO-OPERATIVE PROPERTIES

---

WHEREAS the Municipal Council has decided that Municipal forces shall enter into the field of providing container refuse collection service to Strata Title and co-operative properties by acquiring the necessary equipment; and

WHEREAS it appears that it will not be possible to provide this service without the need of overtime unless a work week with flexible hours, or a flexible work week, is instituted; and

WHEREAS the present Agreement between the Union and the Corporation does not make provision for such a system, and it indeed prohibits such a system without the payment of overtime; and

NOTWITHSTANDING the provisions of Clause 5 - Working Conditions, in the present Union Agreement, the parties agree as follows:

1. The Corporation agrees to lay out the routes involved in the provision of this service such that the service is efficient and meets the needs of the customers at the least cost, but overtime will be paid for any hours of work over the standard negotiated hours per week.
2. The Corporation further agrees that it will communicate with the Union in an agreed-upon fashion, the decisions made with respect to routing, and will consider the Union's representations made if the Union is not prepared to accept the Corporation's position.
3. The Union agrees that it will co-operate with the Corporation in working out a flexible work week with two (2) consecutive days off, or flexible hours in a work week, if there

is no other way to provide the service within the confines of the present Union Agreement without the payment of overtime.

4. The Corporation and Union agree that this Agreement shall become an Amendment to the present Union Agreement and will be included in the 1994/1996 Outside Division Agreement.
5. The Corporation and the Union further agree that in the event of a disagreement over the implementation of certain hours, the hours nevertheless will be implemented to insure no interruption of service, and the grievance procedure will be used to determine the reasonableness of these hours. If it is found that the change is unreasonable, the Corporation and Union will change the hours so it will be fair and reasonable for the employees and operationally feasible for the container service.
6. A productivity premium separate and apart from the classified rate and in the amount of two percent (2%) of the classified rate, shall be paid to those employees in the classifications of Truck Driver 3 - Scavenging and Truck Driver - Container Placement for each hour worked including overtime hours actually worked. The productivity premium shall be paid on public holidays but not for other paid time not worked such as sick leave or vacations. Overtime and shift differential payments shall be based upon an employee's classified rate of pay exclusive of the productivity premium.
7. The Corporation and Union agree that this Memorandum shall apply solely to the provision of container refuse service.

WE AGREE TO RECOMMEND THE ABOVE TO THE MUNICIPAL COUNCIL AND THE UNION MEMBERSHIP INVOLVED.

"M.J. Shelley"  
MUNICIPAL MANAGER

"Owen Dykstra"  
PRESIDENT, CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 23

"E.E. Olson"  
DIRECTOR, ENGINEERING

"T. Ursulak"  
CHAIRMAN, OUTSIDE DIVISION,  
LOCAL 23

"W.M. Ross"  
ASST. DIRECTOR, ENGINEERING

"T.L. Alexander"  
SECRETARY, CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 23

"G.C. Mullis"  
GENERAL SUPERINTENDENT

76.05.05  
DATED

This Memorandum of Agreement was amended by the Joint Memoranda of Agreement dated 1992 March 11 and 1995 March 31.

THE CITY OF BURNABY

SCHEDULE "D" - OUTSIDE DIVISION 2003-2006

MEMORANDUM OF AGREEMENT

Re: REFINEMENTS IN THE OPERATION OF THE RESIDENTIAL AND  
COMMERCIAL REFUSE COLLECTION SERVICES

---

THIS AGREEMENT made and entered into 1977 January 27.

BETWEEN: THE CORPORATION OF THE DISTRICT OF BURNABY  
(hereinafter called the "Corporation")

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23  
(hereinafter called the "Union") on behalf of its  
Outside Workers' Division

---

WHEREAS the Corporation and the Union desire that the residential and commercial refuse collection services be conducted in the most efficient and economical manner possible;

AND WHEREAS they wish to co-operate in the development of a practical operational plan that is acceptable to both parties;

AND WHEREAS it has been decided that a task system approach and a partial incentive system be introduced to meet the aforementioned objectives;

AND WHEREAS the Collective Agreements between the parties do not provide for these systems;

THEREFORE, the undersigned bargaining representatives acting on behalf of the Corporation and the undersigned bargaining representatives acting on behalf of the Union agree to recommend to the Municipal Council and to the Union membership respectively that the 1975-1976 Collective Agreement shall be amended effective the date of ratification by the parties, by the addition of this Memorandum of Agreement as a Schedule appended to and forming a part of the said Collective Agreement in the following terms:

1. The term of this Agreement and conditions for revision shall be in accordance with Clause 1.1 - Expiry Clause of the Collective Agreement between the Corporation of the District of Burnaby and the Canadian Union of Public Employees, Local 23, on behalf of its Outside Workers' Division.

2. All of the provisions of the Collective Agreement shall apply except as specifically varied by the terms of this Memorandum.
3. A Task System shall be instituted in the Commercial Refuse Collection Service. An employee engaged in this service will be assigned a daily work schedule and will work each day until his individual task is completed. Otherwise stated, he shall work a flexible work day from Monday to Friday inclusive, the length of the work day being determined by the time required to complete pickup on the particular route assigned.
4. A Modified Task System shall be instituted in the Residential Refuse Collection Service. An employee engaged in this service will be a member of a group of employees which is assigned a group work schedule and a zone and which will work until the group task is completed. Otherwise stated, he shall work a flexible work day from Monday to Friday inclusive, the length of the work day being determined by the time required for the group to complete pickup within the residential zone.
5. The zones, routes and work schedules referred to in paragraphs 3 and 4 shall be determined by the Corporation from time to time, and shall be communicated by the Corporation to the Union. An additional truck will be put on for one (1) day following each single day public holiday and for five (5) days following Easter; where the operational requirements of the City change with respect to Refuse Collection, the City and the Union agree to review the continuing need for the above additional truck.
6. Subject to the exceptions listed in paragraphs 7 and 8 herein, the employees engaged in driving and swamping tasks covered by the Task System referred to in paragraph 3 and the Modified Task System referred to in paragraph 4, shall be classified as Truck Driver - Swamper 1 [Burnaby Class Specification #453] and Truck Driver - Swamper 2 [Burnaby Class Specification #452].
7. The Corporation and the Union realize that certain of the present truck drivers in the classifications of Truck Driver 1 - Scavenging and Truck Driver 2 - Scavenging in the Sanitation Division may not be physically capable of performing the duties of the Truck Driver - Swamper 1 and 2 classes having regard both to the reduced crew sizes established under the proposed reorganization, and also to the manual labour involved. Therefore, the Corporation and the Union will identify and hereby agree to protect such truck drivers as follows:
  - (a) Such truck drivers will continue working with their present crews (i.e. unreduced as to size), and will retain their present classifications and pay rates, provided however, that the Corporation and the Union will make every effort to identify on a continuing basis vacant positions with a classified rate above the Labourer 2 rate of pay within the bargaining unit for which such employees are already qualified or for which such employees might be expected to become

qualified with only a reasonable amount of additional training or experience gained by way of occupancy of any such position; and

- (b) Each such truck driver in inverse order of seniority [i.e. the most junior such employee first] will be required to accept the first such vacant position for which he shall be paid at the appropriate rate for such position, or if he should refuse to accept such position, such truck driver shall be laid off by the Corporation in accordance with the layoff provisions contained in the Collective Agreement.
8. The Corporation and the Union realize the possibility that at various times, e.g. prime vacation time or abnormal sick leave incidence, there may result a shortage of qualified replacements for the employees normally engaged as Truck Driver - Swampers 1 and 2. In any case, and for whatever reason, where a Truck Driver - Swamper 1 or 2 is replaced by swampers, they shall be classified as Labourers 2 and the remaining Truck Driver - Swamper shall revert to the appropriate class of Truck Driver - Scavenging.
9. A productivity premium separate and apart from the classified rate, and in the amount of 5% of the classified rate, shall be paid to those employees of the Residential and Commercial Refuse Collection Service in the classifications of Truck Driver - Swamper 1 and Truck Driver - Swamper 2 for each hour worked with a reduced crew, i.e. where the previous regular crew size has been reduced by one, either from three (3) to two (2) or from two (2) to one (1); provided, however, that subject to the provisions of paragraph 12 herein, whenever the majority of the hours actually worked in a day is with a reduced crew, the productivity premium shall apply to the entire day.
10. All employees engaged in Task System or Modified Task System operations, regardless of whether or not they are eligible for, or have received the productivity premium referred to in paragraph 9, shall be paid for forty (40) hours each week at their respective classified rates without any payment for hours worked in excess of eight (8) in a day or forty (40) in a week, and without penalty for hours worked less than eight (8) in a day or forty (40) in a week. However, if any employee works in excess of 160 hours during the course of two (2) successive bi-weekly pay periods, overtime shall be paid at time and one-half for the first sixteen (16) hours in excess of 160 hours and double time thereafter, but neither of such bi-weekly pay periods may be taken into account subsequently for the purposes of computing overtime. In addition, pursuant to paragraph 9, a productivity premium shall be paid for overtime hours actually worked.
11. Notwithstanding the provisions for the payment of overtime contained in paragraph 10, overtime payments will be made pursuant to the provisions of the Collective Agreements in specific cases for exceptional reasons not related to the operation of the Task System and Modified Task System.

SCHEDULE "D" (cont'd)

Page 4

12. Annual vacations, public holidays, authorized leaves of absence and sick leave transactions for employees engaged in the Task System and Modified Task System operations shall assume an eight (8) hour work day and forty (40) hour work week and shall utilize each employee's classified rate of pay exclusive of the productivity premium referred to in paragraph 9. Effective 1992 April 09, the productivity premium shall be paid on public holidays.
13. Shift differential shall only be paid when the majority of the time worked falls between the hours of 16:30 h and 08:30 h, and then the shift differential shall apply to the entire shift.
14. Overtime payments made pursuant to paragraphs 10 or 11, and shift differential payments made pursuant to paragraph 13, shall be based upon an employee's classified rate of pay exclusive of any productivity premium.
15. In the event of a disagreement over the implementation of the Task System or Modified Task System, including questions as to the fairness of the task, the refuse collection service shall nevertheless continue uninterrupted, and the grievance procedure shall be followed to settle the disagreement. In the event that a problem occurs that is not provided for by this Agreement, it shall be resolved by the parties hereto and the Agreement shall be amended to the extent necessary to resolve the problem. Changes to this Agreement may be required as a result of changes in the hours of work and overtime provisions contained in the 1977 Collective Agreements and therefore, amendments to this Agreement may be made by mutual consent.

Dated 1977 January 27 at the District of Burnaby in the Province of British Columbia.

"R. Shore"  
 \_\_\_\_\_  
 PERSONNEL OFFICER

"O. Dykstra"  
 \_\_\_\_\_  
 PRESIDENT, LOCAL 23

"D.F. Hicks"  
 \_\_\_\_\_  
 PERSONNEL DIRECTOR

"T. Ursulak"  
 \_\_\_\_\_  
 CHAIRMAN, OUTSIDE DIVISION

Bargaining Representatives for the Corporation.

Bargaining Representatives for the Union.

This Memorandum of Agreement was amended by the Joint Memorandum of Agreement dated 1992 March 11.



THE CITY OF BURNABYSCHEDULE "E" - OUTSIDE DIVISION 2003-2006

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2001 TO 2010 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
2009	--	--	--	--	--	--	--	--	--	15/-
2008	--	--	--	--	--	--	--	--	15/-	15/-
2007	--	--	--	--	--	--	--	15/-	15/-	15/-
2006	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2005	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
2004	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
2003	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2002	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2001	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2000	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
1999	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
1998	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
1997	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
1996	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
1995	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
1994	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
1993	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
1992	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
1991	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
1990	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
1989	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
1988	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
1987	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
1986	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
1985	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
1984	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
1983	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
1982	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
1981	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1980	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1979	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1978	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1977	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1976	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1975	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1974	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1973	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1972	30/-	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

SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

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

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

Example:

An employee hired in 1993 is in their 11th calendar year during 2003. The employee in 2003 will be credited with 5 supplementary working days which may be taken at any time between 2003 and 2007, both years included. In 2008 the employee will be credited with a further 5 supplementary working days, etc.

\*The working day entitlement is based upon a five-day work week.

THE CITY OF BURNABYSCHEDULE "F" - OUTSIDE DIVISION 2003-2006TECHNOLOGICAL 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 City 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 hereto may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board, constituted under Clause 15.2, step 5, of this Agreement, by-passing all other steps in the Grievance Procedure.

The Arbitration Board shall decide whether or not the City has introduced, or intends to introduce a technological change, and upon deciding that the City has or intends to introduce a technological change the Arbitration Board:

- (a) shall inform the Minister of Labour of its findings; and
- (b) may then or later make any one or more of the following orders:
  - (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 City will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
  - (iii) that the City reinstate any employee displaced by reason of the technological change;
  - (iv) that the City pay to that employee such compensation in respect of the displacement as the Arbitration Board considers reasonable.

SCHEDULE "F" (cont'd)

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

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

THE CITY OF BURNABYSCHEDULE "G" - OUTSIDE DIVISION 2003-2006PRINCIPLES GOVERNING THE CONVERSION OF EMPLOYEE FRINGE BENEFITS  
IN CASES OF INTRODUCTION OR RENEWAL OF COMPRESSED WORK WEEKS

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

1. Basic annual working hours shall be calculated as  $260.89 \times$  daily working hours as per the 5-day week, e.g.  $260.89 \times 7 = 1826\frac{1}{4}$ , or  $260.89 \times 7.5 = 1956.675$ .
2. Basic annual public holiday hours shall be calculated as  $11 \times$  daily hours as per the 5-day week, e.g.  $11 \times 7 = 77$ , or  $11 \times 7.5 = 82.5$ .
3. Account shall be taken of the difference in basic annual rest period allowances, e.g.  $52.178 \text{ weeks} \times 5 \text{ days} \times 20 \text{ minutes} (=86.96 \text{ hours})$  in the case of the standard 5-day week;  $52.178 \times 4 \times 20 \text{ minutes} (=69.57 \text{ hours})$  in the case of the 4-day week; and  $52.178 \times 4.5 \times 20 \text{ minutes} (=78.27 \text{ hours})$  in the case of the 9-day fortnight.
4. Employees shall have at least two (2) 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 in a senior capacity where the employee has been temporarily required to accept the responsibilities and carry out the duties of a senior position

because of the absence of the incumbent of that senior position due to the compressed work week.

8. In order to establish the length of compressed work day and the compressed work week, the parties are to be governed by the principle that the basic annual working hours less basic annual public holiday hours and less basic annual rest period allowances are to remain the same under the compressed work week as they were under the standard work week.

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

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

THE CITY OF BURNABYSCHEDULE "H" - OUTSIDE DIVISION 2003-2006EMPLOYMENT STANDARDS ACT PRINCIPLES

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

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

THE CITY OF BURNABY

SCHEDULE "I" - OUTSIDE DIVISION 2003-2006

RESIDUAL ITEMS

The City and the Union agree as follows:

The following is an item resulting from 1977 local negotiations between the City of Burnaby and C.U.P.E. Local 23:

The matter of protective clothing and work boots shall continue to be a subject of discussion by the Labour Management Committee who may make recommendations on the matter to appropriate Department Heads or the Municipal Manager.

The following are items 9 and 10 resulting from 1981-1982 Local Negotiations:

9.        Limitation of Volunteer Clause

An Ad Hoc Committee shall be established during the currency of this Agreement to review the matter of volunteers, the work they perform and their relationship to paid staff and to make recommendations to the parties to this Agreement.

10.       Access to Personnel Records

This item is resolved by the City agreeing to write annually to City Department Heads asking them to remind all employees of the City's policy "Employee Personnel File" which deals with an employee's access to his/her personnel record.

The following is Local item 13 of the Joint Memorandum of Agreement dated 1995 March 31:

13.       Telecommuting Committee

The Employer and the Union agree to establish a Joint Committee to discuss the matter of implementing telecommuting on a trial basis. The Joint Committee shall consist of not more than three (3) representatives of the Employer and three (3) representatives of the Union. The Committee shall report its findings and any recommendations to the respective bargaining committees for the renewal of the next Collective Agreement. Where a recommendation is approved by the principals of both parties, it may be implemented prior to the next round of collective bargaining.

The following is item 11 from the Memorandum of Agreement dated 1997 April 08:



11. Group RRSPs

Effective as soon as possible following 1997 April 21, the Employer agrees to facilitate the deductions for a Group RRSP by making arrangements for contributions to be made by payroll deduction.

The following are items 4 and 11 from the Memorandum of Agreement dated 2003 June 25:

4. Direct Deposit

Effective 2003 July 17, the Employer and the Union agree that all new employees shall be enrolled in the direct deposit system. The parties further agree that they will work jointly to promote the direct deposit system to current employees not on direct deposit.

11. Apprenticeship Committee

The Employer and the Union agree to establish an Apprenticeship Committee consisting of not more than three (3) representatives of the Union and three (3) representatives of the Employer.

The Committee shall meet as often as necessary to study, review and discuss the viability of an apprenticeship program at the City of Burnaby and where the Employer determines such a program is viable, the Committee shall review and discuss the various aspects related to the implementation of such program.

The Committee shall report its findings and recommendations by 2004 July 01 to their respective principals. Such recommendations may be implemented by mutual agreement of the parties.

THE CITY OF BURNABY

SCHEDULE "J" - OUTSIDE DIVISION - 2003-2006

JOINT BENEFITS REVIEW COMMITTEE

**LETTER OF INTENT**

Between:

THE CORPORATION OF THE DISTRICT OF BURNABY

And:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23

And:

THE BURNABY FIREFIGHTERS' UNION, LOCAL 323

Subject: JOINT BENEFITS REVIEW COMMITTEE

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This Letter of Intent outlines the terms and conditions agreed to by the Joint Benefits Review Committee regarding the redesign of Disability Income Plans and Group Life Insurance; enhancements to Dental and Extended Health Benefits; and funding of the Employee Assistance Program.

The proposed effective date of the changes is 1990 December 24 (except for those changes which cannot administratively be delivered); and is subject to ratification by all parties and other necessary approvals such as the Superintendent of Insurance, the membership of the Burnaby Municipal Benefit Society and the Superannuation Commissioner.

The terms, conditions and definitions of coverage, rules and procedures, handling of CPP/WCB integration, subrogation and claims procedures for Disability Income Plans (Short Term Sick Leave, Medium Term Disability and Long Term Disability) will be identified in a Plan Document agreed to by all parties.

In the absence of agreement by all parties to the wording of the initial Plan Document, this Letter of Intent will be considered to be terminated.

The details of the changes agreed to by the parties for the various components of the plan are as follows:

### DISABILITY INCOME

#### Short Term Sick Leave

The current plan will continue to apply without changes.

#### Medium Term Disability

100% for Firefighters of regular gross earnings, commencing from the expiry of STSL and continuing for a maximum period of 50 weeks.

85% for CUPE of regular gross earnings, commencing from the expiry of STSL and continuing for a maximum period of 50 weeks; this benefit to be increased, from 85% on an incremental scale including claims incurred before that date as follows:

- 90% of regular gross earnings commencing 1990 December 24
- 95% of regular gross earnings commencing 1991 December 23
- 100% of regular gross earnings commencing 1992 December 21

Disability is defined as the inability to do their own occupation.

#### Long Term Disability

67% of regular gross earnings with no maximum benefit commencing on the expiry of MTD (52 weeks from date of disability); such benefit to be indexed annually in accordance with annual general increases in wage rates for the appropriate group from which the claimant is a member. In all instances, benefits cease on the employee ceasing to be disabled, death or the employee's minimum retirement age (60 for all employees, except 55 for Firefighters) or that age when the employee can retire without reduction in his accrued pension benefit (55 and 35 years' service for all employees, except 50 and 30 years' service for Firefighters); subject to a minimum of 15 years of combined pre-disability and disability related pensionable service as defined in the Municipal Pension Act.

#### Conditions of Payment

Benefits will be payable while the employee is disabled. An employee shall be considered to be disabled if he/she satisfies any one of the following conditions:

- (a) As a result of bodily sickness or injury he/she is unable to engage in his/her own occupation and the following applies:
- I. (i) he/she has been identified by the Directors or their agent as a candidate for a rehabilitation program;
- (ii) he/she is not prohibited from commencing a rehabilitation program due to medical reasons;
- (iii) he/she has not commenced an approved rehabilitation program within twelve (12) months of the commencement of his/her disability;
- OR
- II. the employee could qualify for benefits under paragraph (c)(iii) but chooses not to do so;
- THEN
- III. the maximum benefit duration for this individual will be reduced to twenty-four (24) months from the commencement of disability and the individual will be prohibited from a qualification for further entitlement under paragraph (b).
- (b) As a result of bodily sickness or injury he/she is permanently, continuously, and wholly prevented from engaging in any occupation or employment for wages or compensation for which he/she is reasonably qualified by education, training or experience or may reasonably become so qualified.
- (c) As a result of bodily sickness or injury he/she is unable to engage in his/her normal occupation and one of the following apply:
- (i) he/she has been identified by the Directors or their agent as a candidate for a rehabilitation program but he/she is unable to commence such rehabilitation program due to medical reasons. An employee in this category shall be considered disabled until he/she is engaged in an approved rehabilitation program or until he/she is in another occupation as described in sub-paragraph (ii) or (iii) below, but in no event will he/she be considered disabled in this category for a period longer than twenty-four (24) months from the commencement of his/her disability.
- (ii) he/she is engaged in an approved rehabilitation program. An employee in this category shall be considered to be disabled for a maximum of thirty-six (36)

months from the commencement of his/her disability (which shall include any period of time in sub-paragraph (i) above).

- (iii) he/she is able to engage in another occupation for which he/she is suited by reason of education, training, or experience as determined by the Directors or their agent, but such occupation will not provide him/her gross compensation of at least 67% of his/her rate of regular gross earnings indexed as provided for under Long Term Disability. In this event the employee will only be considered to be disabled as long as he/she engages in such other occupation in which event the earnings he/she receives shall be deducted from his/her benefits from the plan. Such other occupation must be regular full-time employment or in the case of regular part-time employees regular employment for the average monthly hours worked by the employee during the six (6) months previous to his/her date of disability, unless the nature of the disability medically prevents him/her from being so employed.

If an individual who qualifies for benefits based on employment in another occupation providing less than 67% of pre-disability regular gross earnings loses his/her employment through any conditions, except voluntary termination and termination for cause, the benefit shall be reinstated to the 67% level so long as he/she is actually seeking appropriate employment and subject to the requirement that no individual shall be entitled to more than six (6) months of total payment on an accumulated basis under this clause.

If an individual who qualifies for another occupation providing less than 67% of pre-disability indexed regular gross earnings is unable to secure employment after having completed a rehabilitation program he/she shall be entitled to the 67% level so long as he/she is actually seeking appropriate employment and subject to a maximum payment period of six (6) months.

An employee who initially qualifies as disabled under paragraph (c) shall be eligible to qualify as disabled under paragraph (b) provided he/she satisfies the requirements of paragraph (b) prior to the cessation of disability as defined in paragraph (c).

Bodily sickness shall include:

Mental or nervous disorders. Where the disability period is in excess of twenty-four (24) months the employee must be confined to a hospital or mental institution or, where he/she is at home, under the direct care and supervision of a Physician in order to continue to be eligible for benefits.

Illness resulting from pregnancy and complications arising during or immediately following pregnancy including premature termination.

If an employee in receipt of Short Term Sick Leave or Medium Term Disability returns to full-time employment then:

- (a) if he/she becomes disabled from a different cause he/she shall be entitled to all disability benefits provided under the Plan regardless of how short the period of his/her return to employment;
- (b) if he/she becomes disabled as a result of a recurrence of the original disability then:
  - (i) his/her disability will be considered to be a new disability if it occurs sixty (60) or more calendar days after he/she has returned to work;
  - (ii) his/her disability will be considered to be a continuation of his/her original disability if it occurs within sixty (60) calendar days of his/her return to work.

The period of time for which benefits are payable under the Medium Term Disability Plan on an own occupation basis and the terms and conditions on which Long Term Disability benefits are paid for Exempt employees shall be consistent with the terms of this Letter of Intent.

#### CONTINUATION OF BENEFITS

While in receipt of Short Term Sick Leave, Medium Term Disability or Long Term Disability benefits under the Plan, Basic Medical, Dental and Extended Health Benefits shall be continued. Any premiums or costs shall be paid by the Corporation.

#### GROUP LIFE INSURANCE

A salary related schedule with a two times annual earnings level (minimum of \$50,000) for all employees including employees who become disabled after the implementation of this agreement.

The \$500 payout at retirement will be cancelled.

UNDERWRITING OF BENEFITSMedium Term Disability

Continue on a self-insured basis but retain a mutually approved third party claims adjudicator and implement a rehabilitation program.

Medical claim forms are required from the disabled employee at the outset and on a regular basis, at a frequency dictated by the nature of the illness or disability.

Rehabilitation procedures to commence as quickly as possible.

Long Term Disability

Continue on a self-insured basis but retain a mutually approved third party claims adjudicator and implement a rehabilitation program.

Continue requirement for medical claim forms.

Group Life Insurance

This coverage will be placed with a insurance carrier on an insured cost plus basis (the carrier processes the claim and pays it and charges the policyholder a flat fee). To avoid catastrophic losses, a "stop loss" program will be implemented. The Corporation will be the policyholder.

RULES AND PROCEDURES

1. The Benefit Society By-Laws will be amended to provide for a 6th Director with three Directors appointed by the Unions and three Directors appointed by the Corporation.
2. The Directors of the Society will have final authority on all claim decisions and disputes.
3. The Collective Agreements for both CUPE Local 23 and Firefighters Local 323 will be changed to allow for decisions of the Directors of the Society to be eligible for submission to Grievance Proceedings.
4. The terms and conditions of the long Term Disability Benefits, Dental, Extended Health Benefits and Group Life Insurance applicable to current disabled employees as of 1990 December 24 will be developed by the Corporation and are subject to agreement by the

parties. In the absence of an agreement on these issues current disabled employees will retain their existing benefits.

5. The Plan Administrator's duties will be defined to ensure uniformity in respect of information provided to the Directors of the Society.
6. The Claims Review Procedures (Appendix A) shall be amended as outlined in #2 and #5 above and included in the Plan Document.

#### DIRECTORS LIABILITY INSURANCE

Director's liability insurance will be secured for all Directors of the Burnaby Municipal Benefit Society.

#### RESERVE

The Canadian Union of Public Employees, Local 23, and the Burnaby Firefighters' Union, Local 323, acknowledge that they have no claim(s) against any of the reserves held by the Corporation of the District of Burnaby.

#### EXTENDED HEALTH BENEFITS

The extended health benefits coverage for CUPE and Fire will be amended to include:

- (1) Vision care option increase from \$150.00 to \$200.00 per 24 month period per covered person.
- (2) Hearing Aid option to a lifetime maximum of \$500.00 per covered person (adults and children).

#### DENTAL PLAN

The dental plan benefit for Firefighters' Plan "C" - Orthodontal to be increased from a maximum benefit of \$1,700.00 to a maximum benefit of \$2,500.00 per person per lifetime (adults and children). This increased maximum shall also apply to existing treatment plans in effect as of 1990 December 24.



EMPLOYEE ASSISTANCE PROGRAM

The costs of the Employee Assistance Program to be funded 100% by the Employer.

Dated 1990 October 12

CORPORATION OF THE  
DISTRICT OF BURNABY

CANADIAN UNION OF  
PUBLIC EMPLOYEES,  
LOCAL 23

BURNABY FIREFIGHTERS'  
UNION, LOCAL 323

"R.H. (Bob) Moncur"

Robert H. Moncur  
Director Administrative and  
Community Services

"A. Sleightholme"

A. Sleightholme  
President

"T.A. Ritchie"

T. Ritchie  
President

APPENDIX "A"CLAIMS REVIEW PROCEDURES

Where the words Plan Administrator are used, this shall also mean Corporation's representative.

1. After the claims adjudicator has denied or terminated an employee's claim based on an internal review, the employee must inform the claims adjudicator within 30 days from the date his/her claim has been denied or terminated that he/she wishes to appeal the claims adjudicator's decision.
2. The claims adjudicator informs the Plan Administrator of the requested appeal.
3. The Plan Administrator requests a case summary from the claims adjudicator.
4. The Plan Administrator informs the Directors of the Society, for their information only.
5. The Plan Administrator sends a letter to the employee with instructions for the selection of the employee's designated medical doctor. The Union shall receive a copy of any letter applicable to one of its members.
6. The Plan Administrator appoints the Plan's designated medical doctor.
7. The Plan Administrator receives information from the employee as to his/her designated medical doctor.
8. The Plan Administrator confirms with the two appointed medical doctors that they have been requested to sit as members on the Claims Review Committee. The letters also include information regarding the case (Terms of Reference, employee's address, medical and vocational reports, job description and Expense Guidelines) and a request that they jointly select a third medical doctor to act as a Chairman.
9. The Plan's medical doctor will inform the Plan Administrator of the name of the medical doctor who has been jointly selected and who has agreed to act as the Chairman.
10. The Plan Administrator sends instructions to the Chairman and information regarding the case (Terms of Reference, employee's address, medical and vocational reports, job description and Expense Guidelines).
11. The Claims Review Committee meets and arrives at a recommendation to the Directors.

SCHEDULE "J" (cont'd)

Page 10

APPENDIX "A" (cont'd)

12. The Claims Review Committee, through its Chairman, prepares a report representing the findings of a majority of the committee. The signed report is sent to the Plan Administrator.
13. The Plan Administrator sends copies of the report to the employee, the Union(s), the Corporation and the Directors.
14. The claims adjudicator reviews the decision of the Directors and then contacts the employee regarding the disposition of the claim as determined by the Directors.
15. The Plan Administrator pays the expenses of the Claims Review Committee and collects funds as required from the employee.
16. For claim disputes involving a non-medical issue (i.e. relating to the employee's ability to be rehabilitated or return to work), it is proposed that the Directors select a number (3-6) of firms that do vocational assessments and counseling and that the disabled employee can choose which of these organizations he/she wishes to use. Generally the procedure outlined above for medical disputes will apply.
17. Costs of claims reviews - the cost of claims reviews will be paid for 50% by the employer and 50% by the employee unless the claims review now supports the employee in which event the entire cost of the claims review will be paid 100% by the Employer.

**LETTER OF UNDERSTANDING**

between the

**CITY OF BURNABY**  
(hereinafter called “the Employer”)

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23**  
(hereinafter called “the Union”)

**TEMPORARY FULL-TIME LABOURER 1 AND LABOURER 2 -  
LAYOFF AND RECALL**

---

The Employer and the Union agree to the creation of a separate seniority pool to be applicable to Temporary Full-Time Labourer 1 and Labourer 2, which will have effect only for the purposes of layoff and recall amongst those individuals, according to the following conditions:

- Seniority will be obtained after either
  - (a) six (6) months’ continuous service, or
  - (b) twelve (12) months of accumulated service within a twenty-four (24) month period.
- Once obtained, seniority will be recognized as the number of hours worked and will be retroactive to an employee’s start date. Seniority will continue to accrue in accordance with hours worked.
- Seniority will be exercised departmentally, and further restricted divisionally, as follows:
 

(A) Engineering Department <ol style="list-style-type: none"> <li>1. Roads &amp; Sidewalks</li> <li>2. Water</li> <li>3. Sewer</li> <li>4. Physical Plant &amp; Shops             <ul style="list-style-type: none"> <li>- Sanitation</li> </ul> </li> </ol>	(B) Parks <ol style="list-style-type: none"> <li>1. Operations (Horticulture &amp; Arboriculture)</li> <li>2. Maintenance (Maintenance &amp; Development)</li> <li>3. Golf (Golf Courses &amp; Pitch &amp; Putts)</li> </ol>
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- Upon layoff, Temporary Full-Time Employees who have obtained seniority may bump less senior Temporary Full-Time Employees; upon recall, Temporary Full-Time Employees who have obtained seniority will be the first to be called, in order of their seniority.
- Temporary Full-Time Employees who are hired as Temporary Full-Time Labourers and who work or act in a different classification(s) other than Labourer, shall for purposes of this

LETTER OF UNDERSTANDINGTFT LABOURER 1 AND LABOURER 2 - LAYOFF & RECALL (cont'd)

Page 2

Letter have their time worked in the other classifications counted as if they were working in the Labourer's classification.

- Where a Temporary Full-Time Labourer has worked in more than one Division and has obtained seniority in more than one Division, the employee will retain seniority in those respective Divisions. Where an employee is laid off in one Division, the employee may exercise Divisional seniority to bump another Temporary Full-Time Employee in another Division where the employee has sufficient seniority in the other Division and is qualified to do so. Employees cannot use their total seniority in more than one Division to displace an employee in a Division.
- Temporary Full-Time Employees, who at the time of hiring are given an end date to their employment assignment, will not be given, in addition, ten (10) days' notice of layoff.
- Temporary Full-Time Employees, who have a break in service as a Temporary Full-Time Employee of one (1) year, will lose seniority rights under this Letter of Understanding.
- Seniority under this agreement is separate and distinct from other conditions of the Outside Collective Agreement respecting Temporary Full-Time Employees, e.g., Temporary Full-Time Employees must still complete a probation period of six (6) months' continuous service, and also have access to the regular seniority pool after twelve (12) months of continuous service.
- Temporary full-time Labourer 1 and Labourer 2 employees who are successful in obtaining a regular full-time position and who successfully complete their probation period, shall be credited with their accumulated period(s) of service worked as a Temporary Full-Time Employee since starting with the City.
- Time worked will be credited to the regular seniority pool for layoff, recall, and boarding competition purposes only, and not for other benefits, e.g., vacations, increments, etc.
- The Employer and Union agree to establish a Committee to monitor the application of this Letter and where adjustments are mutually agreed upon between the Employer and Union, such changes may be made prior to the next round of bargaining. The Committee shall be comprised of three (3) representatives of the Employer and three (3) from the Union and shall meet on an as-required basis.

This Letter of Understanding shall continue in force until 1999 December 31 and shall remain in force 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.

LETTER OF UNDERSTANDING

TFT LABOURER 1 AND LABOURER 2 - LAYOFF & RECALL (cont'd)

Page 3

DATED this 8th day April, 1997, in the City of Burnaby.

REPRESENTATIVES FOR THE EMPLOYER:

“Kate Friars”

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“Mike All”

---

“George V. Harvie”

---

“Malcolm Graham”

---

“Pat Tennant”

---

“Barry Davis”

---

“R.H. (Bob) Moncur”

---

REPRESENTATIVES FOR THE UNION:

“Tim Burr”

---

“Dave Lau”

---

“C. Credico”

---

“Simon Challenger”

---

“Brian Collins”

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LETTER OF UNDERSTANDING

between the

CITY OF BURNABY  
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23  
(hereinafter called "the Union")

**POST-SECONDARY EDUCATIONAL STUDENTS PROGRAM**

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Effective 1997 April 21:

The Union and the Employer agree to the hiring of students under a Post-Secondary Educational Program as follows:

1. Post-secondary students (hereinafter referred to as "students") are defined as persons enrolled in and who have not graduated from a recognized post-secondary institution which shall include colleges, institutions, university colleges and universities, and who are participating in either a cooperative education program or are obtaining work experience related to a degree program, (for example: Engineering, Computer Science, Business, or Special Projects). Students from all programs, schools of studies and disciplines shall be governed by the terms of this agreement.
2. All students will be required to become and remain CUPE members for the duration of their work term which shall not exceed four (4) calendar months, unless mutually agreed between the Employer and the Union. Students will be employed as auxiliary and receive twelve percent (12%) in lieu of vacation, public holidays, and benefits.
3. The Employer and the Union agree to work in a spirit of cooperation to establish a pay rate by mutual agreement prior to placement for post-secondary educational student placements.
4. The Union will be advised of the student's name, position, and department and educational institution.
5. It is the intent of the Parties that participation in this program will not adversely affect existing jobs or employees covered by the Collective Agreement.

LETTER OF UNDERSTANDING

POST-SECONDARY EDUCATIONAL STUDENTS PROGRAM (cont'd)

6. In the event of a labour dispute between the Employer and the Union, students shall not perform any duties at locations where members are on strike or locked out.

This Letter of Understanding shall continue in force until 1999 December 31 and shall remain in force 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.

DATED this 8th day of April, 1997, in the City of Burnaby.

REPRESENTATIVES FOR THE EMPLOYER:

REPRESENTATIVES FOR THE UNION:

“Kate Friars”

“Tim Burr”

“Mike All”

“Dave Lau”

“George V. Harvie”

“C. Credico”

“Malcolm Graham”

“Simon Challenger”

“Pat Tennant”

“Brian Collins”

“Barry Davis”

“R.H. (Bob) Moncur”



LETTER OF UNDERSTANDING

between the

CITY OF BURNABY  
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23  
(hereinafter called "the Union")

**SABBATICAL EDUCATION LEAVE PROGRAM**

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Effective 1997 April 21:

1. The Employer agrees to investigate and implement a Sabbatical Education Leave Program for Regular Full-Time Employees which will incorporate those elements which are statutorily mandatory for a Sabbatical Education Leave Program. The Program will be in a form acceptable to Revenue Canada to facilitate an advance tax ruling.
2. The Employer agrees to pay the cost to obtain the advance tax ruling to a maximum of \$1,500. There will be no other costs to the Employer for the Plan.
3. Benefits, vacation, increments, pension, and seniority will be as outlined in Appendix "A", subject to Revenue Canada, Pension, and other regulations.
4. Approval of participation in the Sabbatical Education Leave Program will be subject to authorization by the Department Director, and will depend on operational requirements of the work unit. If the employee and the manager are unable to reach agreement, the matter may be referred to the City Manager's office for review.
5. In order for the Sabbatical Education Leave Program to be implemented, the Employer and the Union must agree to the Plan text.

This Letter of Understanding shall continue in force until 1999 December 31 and shall remain in force 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.

LETTER OF UNDERSTANDING  
SABBATICAL EDUCATION LEAVE PROGRAM (cont'd)

DATED this 8th day of April, 1997, in the City of Burnaby.

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LETTER OF UNDERSTANDING  
SABBATICAL EDUCATION LEAVE PROGRAM (cont'd)

APPENDIX "A"

Status of Benefit Plans	During the Deferral Period	During the Educational Leave Period
Medical Services Plan	Coverage continues. The Employer will pay the full cost of the Plan.	Coverage is optional. If you remain in the Plan, you will pay insurance premiums.
Dental Plan	Coverage continues. The Employer will pay the full cost of the Plan.	Coverage is optional. If you remain in the Plan, you will pay insurance premiums.
Extended Health Plan	Coverage continues. The Employer will pay the full cost of the Plan.	Coverage is optional. If you remain in the Plan, you will pay insurance premiums.
Unemployment Insurance	Coverage continues. Continued contributions will be based on the gross salary prior to the deferral deduction, subject to Revenue Canada regulations.	You will not contribute nor be covered during the Leave period. Your benefit entitlement will be determined by UI eligibility requirements.
Group Life Insurance	Coverage continues. Continue contributions will be based on the gross salary prior to the deferral deduction.	Coverage is optional. If you choose to continue, you will pay the full cost of insurance premiums. Insurance is based on your full (pre-leave) salary.
Pension Plan	You will continue to be a Plan member. Contribution level will be based on gross salary prior to the deferral deduction.	Contributions will not be made during the period of leave. Upon return to work, this period of leave may be picked up as pensionable service based on rules and guidelines by the Superannuation Commission or Revenue Canada that are in place at the time of return to work.
		During the Educational Leave

LETTER OF UNDERSTANDING  
SABBATICAL EDUCATION LEAVE PROGRAM (cont'd)

Status of Benefit Plans	During the Deferral Period	Period
Canada Pension Plan (CPP)	You will continue to earn pension benefits under the CPP. Your contribution level and benefits earned will be based on your actual salary received during your deferral period, subject to Revenue Canada regulations.	You will continue to earn pension benefits under the CPP. Contribution level and benefits earned will be based on salary received during your Leave period. The Employer will be responsible for the Employer's share of contributions.
Short Term Sick Leave Medium Term Disability Long Term Disability	Coverage continues	There is no coverage during the period of Leave, and no claims will be accepted.
Public Holidays and Vacation Entitlement	Based on gross salary less deferred amount.	There is no coverage, nor credit for service during the period of Leave.
Seniority	Coverage continues.	Does not continue to accrue during the period of Leave.
Increment(s)	Coverage continues.	Cease during the period of Leave.

LETTER OF UNDERSTANDING

between the

CITY OF BURNABY  
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23  
(hereinafter called "the Union")

**JOB SHARING**

---

Effective 1997 April 21:

The Union and the Employer agree that where a Regular Full-Time Employee within the same classification wishes to share her/his full-time position, that such Job Sharing agreements may be mutually agreed upon using the following principles.

General

We agree with the principle of sustaining the Regular Full-Time positions for employees participating in a Job Share. Only Regular Full-Time Employees are eligible to participate in such arrangements. Job Sharing will also be based on the principle of no gain, loss, i.e., that there will be no expenses incurred or any losses.

Any vacancy arising from a Job Share arrangement will be posted on a temporary full-time basis, within ten (10) working days of the signing of the letter of confirmation for the individual Job Share arrangement. Participating members are not entitled to jointly apply for promotions or transfers.

Application for Participation in a Job Share

An employee wishing to participate in a Job Share shall apply in writing to the Department Head and shall include in her/his application the following information:

- the reason(s) for the request;
- the name of the employee with whom they contemplate sharing the job;
- the manner in which they propose that the workload be shared; and
- a schedule of hours to be worked by each employee.

An employee wishing to Job Share shall forward a copy of her/his request to both the Human Resources Manager and the Union.

LETTER OF UNDERSTANDING  
JOB SHARING (cont'd)

Page 2

Upon receipt of each application the Department Head will consult with the Human Resources Manager and the Union and will make a determination to whether the Job Share request will be approved and advise the employee(s) accordingly.

Job Share arrangements will not be initiated by the Employer.

When a Job Sharing arrangement is approved, the Employer will prepare a letter covering the terms and conditions of the Job Sharing arrangement to be signed by the Union and the Employer.

Hours of Work

The hours of work for the Job Share positions shall be as stated in the Collective Agreement.

The Job Sharing of a position will be on the basis of a 50/50 share. The work schedule for the position will remain as if the position were not shared. For the purposes of applying overtime and shift differential, the Job Share will be treated as if it was a Regular Full-Time position. The incumbents will mutually agree on how overtime and shift differential is shared between the Job Share participants.

Any work performed through the combined efforts of the two Job Share incumbents which exceeds or falls outside of the normal full-time daily or weekly hours of work for the position, shall be paid the overtime rates applicable as per the Collective Agreement.

Where one employee is absent on leave such as vacation or sick leave the other job sharer will be given the opportunity to work those hours.

Shift differential will be paid in accordance with the normal shift for the full-time position.

Salaries and Benefits

For the purpose of earning, crediting, debiting and participating in all vacation, benefits, and seniority pursuant to the Collective Agreement (including but not limited to annual vacations, public holidays, sick leave and disability, all paid leave provisions, increment placement, seniority), participants in Job Share arrangements shall have their entitlements and eligibilities calculated as if they were Regular Part-Time Employees.

Medical Services Plan, Extended Health, Dental and Group Life Insurance

Participants in a Job Share shall be eligible for coverage under M.S.P., Extended Health, Dental, and Group Life Insurance on the same cost-sharing arrangement as is applicable to Regular Part-Time Employees.

LETTER OF UNDERSTANDING  
JOB SHARING (cont'd)

Page 3

The employee(s) shall pay one hundred percent (100%) of the premium costs of the Medical Services Plan, if applicable. The premium costs will be adjusted periodically by the Medical Services Plan and current rates are:

Single	\$36.00 per month
Couple	\$64.00 per month
Family	\$72.00 per month

The City will pay one hundred percent (100%) of the premium costs of the Dental Plan, Extended Health Plan, and Group Life Insurance.

Municipal Superannuation Plan

Participants in a Job Share arrangement will continue their contributions to the Municipal Superannuation Plan on the basis of hours worked.

Short, Medium and Long Term Disability

Short, Medium and Long Term Disability benefits will be in accordance with the ratio that each participant's weekly hours bears to the full-time hours (i.e., 50/50 share). The penalty system for Short Term Sick Leave will apply on the same basis as Regular Full-Time, i.e., after the third and subsequent illnesses.

Public Holidays and Vacation Entitlement

While vacation is earned on a proportionate basis to full-time hours worked, employees shall be entitled to a percentage in lieu of vacation and public holidays as follows:

- Where an employee is eligible for two (2) weeks' vacation, the employee will receive eight percent (8%) in lieu of public holidays and vacation;
- Where the employee is eligible for three (3) weeks' vacation, the employee will receive (10%) in lieu of public holidays and vacation;
- Where the employee is eligible for four (4) weeks' vacation, the employee will receive (12%) in lieu of public holidays and vacation and so on.

Termination of a Job Share

If any of the Job Share incumbents wish to discontinue the Job Share, they must provide three (3) months' written notice to the Employer and the Union. Should either incumbent abandon the arrangement, the positions will revert to Regular Full-Time status.

LETTER OF UNDERSTANDING  
JOB SHARING (cont'd)

Page 4

At the end of the Job Sharing term, the incumbents will revert to their Regular Full-Time positions. Should the incumbent(s) position no longer exist at the end of the job share the incumbent(s) shall revert to an available position for which they are qualified at the same class and rate of pay. In such a circumstance the employee may be placed in a vacant position at the same class and rate of pay without a posting or where no vacant position exists the employee may exercise their rights under Article 6.12(c).

The Employer and the Union may, for any reason, cancel this Letter of Understanding with three (3) months' written notice.

DATED this 8th day of April, 1997, in the City of Burnaby.

REPRESENTATIVES FOR THE EMPLOYER:

“Kate Friars”

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