

2003 - 2006

COLLECTIVE AGREEMENT

between

THE CITY OF COQUITLAM

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 386

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THIS AGREEMENT made and entered into between

CITY OF COQUITLAM
(Hereinafter called the "Employer")

PARTY OF THE FIRST PART;

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 386
(Hereinafter called the "Union")

PARTY OF THE SECOND PART.

ARTICLE 1 COVERAGE

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

AND WHEREAS the Union represents all of those employees of the Employer who occupy the positions listed in the Schedules, forming part of this Agreement and any new positions added during the term of this contract by agreement of the parties hereto in accordance with the Labour Relations Code;

AND WHEREAS the Employer and Union have carried on collective bargaining under the provisions of the said Labour Relations Code and have reached an agreement as hereinafter expressed.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall be for a term of four (4) 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 Employer can lawfully lock out in accordance with the provisions of Part 5 of the Labour Relations Code; or
- (c) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever is the earliest.

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.

ARTICLE 3 UNION SECURITY

- (a) All present employees who are now members of the Union shall remain members of the Union. All persons employed on or after 1 January, 1975 shall apply to the Union to become members thereof by the pay period immediately following completion of thirty (30) calendar days of employment. All present employees who are now members of the Union and those employees who subsequently become members of the Union shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union nor shall any employee be deprived of employment by reason of the refusal of the Union to admit such employee to membership in the Union.
- (b) The Employer agrees to deduct bi-weekly from the pay of each employee covered by this Agreement the amount stipulated by the Union; provided that each employee has signed a form, to be supplied by the Employer, authorizing the said deduction. The form shall be substantially the form as provided for in Section 16(2) of the Labour Relations Code. The total amount so deducted will be transmitted to the Union on or before the first day of the following calendar month.

It is understood that one (1) month notice will be given by the Union for a change in the authorized deductions.

ARTICLE 4 RIGHTS OF MANAGEMENT

The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's work force are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement.

ARTICLE 5 DEFINITIONS

(a) "Employee" shall mean a person who is an "Employee" as defined in the Labour Relations Code.

(b) Definitions of employees:

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

"A Temporary Full-Time Employee" is an employee who is employed on a full-time basis as set forth above, for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring). Where Temporary Full-Time Employees are hired for a specific project and are advised at the time of being hired of the expected duration of the project, the Employer will notify the Union as soon as possible in the event circumstances subsequently arise which have the effect of terminating the project earlier than had been expected and announced.

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

"An Auxiliary Employee" is any other employee.

(c) "Probationary Employee" shall mean a person serving an initial trial period of three (3) calendar months for Outside Employees and an initial trial period of six (6) calendar months for Inside Employees from date of hire, to determine suitability for employment as a "regular employee". 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.

Notwithstanding provisions contained in this clause Regular Part-Time Employees are required to put in the equivalent in hours of a Regular Full-Time Employee with respect to the probationary period.

(d) "Regular Employee" shall mean an employee, Regular Full-Time and Regular Part-Time, who has successfully completed the probationary period.

(e) "Regular and Probationary Employees" shall be entitled to all benefits provided by the Collective Agreement, from date of hire.

ARTICLE 6 WORKING CONDITIONS

6.1 Hours of Work

(a) Standard Work Day and Work Week

- (i) Subject to paragraph (b) hereof, the standard work day of Inside Employees shall be seven (7) consecutive hours between the hours of 8:00 a.m. and 5:00 p.m. with one (1) hour for lunch, and subject to paragraph (c) hereof the standard work week of Inside Employees shall consist of five (5) consecutive working days from Monday to Friday, inclusive.
- (ii) Subject to paragraph (b) hereof, exclusive of three-quarters ($\frac{3}{4}$) of an hour for lunch, the standard work day of Outside Employees shall be eight (8) consecutive hours commencing no earlier than 7:00 a.m., at the Yard or at the job, whichever is designated by the Employer, and terminating no later than 4:45 p.m. and the standard work week subject to paragraph (c) hereof shall consist of five (5) consecutive working days from Monday to Friday, inclusive.

(b) Non-Standard Work Day

Where the nature of a department, division of a department or occupation requires daily hours of work other than the standard work day set out in paragraph (a) above, the normal work day, unless otherwise expressly stated for certain classes or positions set forth in Schedules "A" and "B" for full-time employees, both probationary and regular, and Temporary Full-Time Employees in such operations shall be any seven (7) or eight (8) consecutive hours of work exclusive of one (1) or three-quarters ($\frac{3}{4}$) hour lunch period. This provision shall apply to those positions and position classes set out in Schedules "A" and "B" and any additions agreed to subsequently by mutual consent of the parties.

(c) Non-Standard Work Week

Where the nature of a department, division of a department or occupation requires a six (6) or seven (7) day operation per week, the normal work week, unless otherwise expressly stated for certain classes or positions set forth in Schedules "A" and "B", for full-time employees, both probationary and regular, and Temporary Full-Time Employees in such operations may be any five (5) consecutive days followed by two (2) days of rest, the first deemed to be Saturday and the second deemed to be Sunday. This provision shall apply to those positions and position classes set out in Schedules "A" and "B" and any additions agreed to subsequently by mutual consent of the parties. The normal

work week for Regular Part-Time and Auxiliary Employees in such operations shall be Monday to Sunday, inclusive.

- (d) Subject to subsection (f) hereof the Employer will notify the employees at least forty-eight (48) hours in advance of any change in daily work hours and/or change in work week.
- (e) Subject to subsection (f) hereof, the Employer will notify the Union at least seven (7) days in advance of any additional positions or position classes to be included under the provisions of a non-standard day or non-standard week other than those positions agreed to as set out in Schedules "A" and "B", and shall advise the Union of the pay rates and working hours for such positions. Pay rates shall be subject to collective bargaining.
- (f) Emergency shifts for the purpose of forest restriction and closure patrols, snow removal and/or flood control may be instituted by the Employer on a twenty-four (24) hour notification basis.
- (g) Informal Adjustment of Hours by Mutual Consent

A supervisor and an employee may, by mutual consent, agree to vary the employee's hours of work, for such fixed period as agreed. The Union shall be notified of such arrangement in writing. In the absence of such fixed period, the arrangement may continue for as long as both the Supervisor and the employee continue to consent except that either the Employer or the Union may cancel the arrangement on thirty (30) days written notice. Such variation in the hours of work shall not establish a precedent. An employee shall not be eligible for additional premiums where an employee initiates a change which would qualify the employee for additional premiums.

6.2 Regular Seniority Pool

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

- (a) all Regular Full-Time Employees upon completion of the probationary period;
- (b) all Temporary Full-Time Employees upon completion of the probationary period;
- (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 similarly classified position.

Upon qualifying for a Regular Seniority Pool, an employee shall be credited with the full period of service or all regular hours worked for a Regular Part-Time Employee 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.

6.3 Seniority - Promotions and Layoffs

- (a) In making promotions, transfers and demotions, and in effecting layoffs or in rehiring, the skills, knowledge and ability of the employee concerned shall be the primary consideration, and where such qualifications are equal, length of service shall be the determining factor.
- (b) The Employer agrees that when filling vacant positions covered by this Agreement regular employee applicants who are properly qualified shall be given first consideration for the position before outside applicants are considered.
- (c) On promotion or transfer of an employee to a position, that employee shall serve a trial period of up to eighty (80) working days in the new position before being confirmed in the appointment. Upon mutual agreement of the Director of Human Resources and the President of the Union such trial period may be extended up to an additional twenty (20) working days. If the appointment is not confirmed the Employer shall revert the employee either to the previously held position or to a position of equal value to that which the employee held prior to the promotion or transfer.
- (d) In the event of an employee being promoted from a position for which the Union either had bargaining authority at the time of the promotion or subsequently obtained bargaining authority, to a position whether included in or excluded from the Union contract, and such employee being subsequently laid off or demoted to a position for which the Union has bargaining authority, the Employer shall have the right to place such employee in the position previously held by the employee or in any vacant position for which such employee is considered qualified. The employee, if so placed as the result of being laid off or demoted, shall suffer no loss of seniority and such seniority shall be the employee's total length of service with the Employer.
- (e) When a non-regular employee, who is receiving the standard rate of pay, is laid off due to weather conditions or shortage of work, and is rehired in the same category, the employee's rate of wage on being rehired shall be that prevailing for the category.
- (f) In the matter of temporary and/or general layoff of regular employees, the employees shall be laid off in the reverse order of their seniority, provided that an employee may bump a junior employee only in cases where the senior

employee is qualified to fill the lower position. In addition to the foregoing, departmental seniority shall apply in the case of temporary layoff which is defined as a layoff of less than 28 days and that in the case of a general layoff, seniority shall be determined on a plant basis.

- (g) Employees shall be recalled to positions for which they are qualified, in the order of their seniority, either departmental or on a plant basis as the case may be.
- (h) No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows: The Employer shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order providing that they respond within the stipulated time limits. Upon making contact with an employee, the Employer shall specify the time when the employee shall report for work. An employee, who does not respond within 48 hours of the Employer's initial attempt to make contact, or who refuses to report for work, shall be dropped to the bottom of the appropriate list for recall. An employee shall report to work at the time specified by the Employer or, in extenuating circumstances, within two weeks of the Employer's initial attempt to make contact. Each employee on layoff will be responsible for keeping the Employer notified of a current contact point through which the employee can be reached.
- (i) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall notify employees who are to be laid off at least ten (10) working days prior to the effective date of layoffs. If an 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.

The Employer shall be required to give notice of layoff under this Article 6.3(i) only to those Regular Full-Time, Regular Part-Time, Temporary Full-Time and Auxiliary Employees who have acquired seniority rights in either a regular seniority pool or an auxiliary seniority pool.

- (j) In the event a regular employee is rehired within a period of one (1) year following layoff, such employee shall be credited with previous service for the purpose of determining length of service in connection with vacations, seniority, general holidays and the provisions contained in Article 9.1.

6.4 Rest Periods

That a fifteen (15) minute rest period be allowed all employees in the first and second half of the shift at a specific time to be arranged with the Department Head or person in authority.

6.5 Shift Premiums

Except as provided elsewhere in this Collective Agreement or attached schedules, the classes of work for which shift differentials were paid under the Collective Agreement made between the Employer and the Union and dated as of 1979 January 01, shall be paid a shift differential of seventy-five cents (\$0.75) per hour for those hours of a regular shift so worked by such 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 purposes of this Clause 6.5 "exempt hours of work" means the standard work day defined in Clause 6.1(a) together with the hour immediately preceding and the hour immediately following such standard work day. For example, if the standard work day is between 8:30 a.m. to 5:00 p.m., then the exempt hours of work shall be those hours from 7:30 a.m. to 6:00 p.m. inclusive.

- 6.6
- (a) Outside Supervisors and Foremen whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.
 - (b) No employee covered by this Agreement shall be required or permitted to make any written or verbal agreement with the Employer or Employer representatives which are in conflict with the terms of this Collective Agreement.
 - (c) Employees in clerical positions may not perform as Custodial Guards under any circumstances whatsoever.
 - (d) When regular and/or probationary Outside Employees are requested or required to work a special or irregular shift as a result of emergent or unusual circumstances, then the employees so affected shall be guaranteed a minimum of eight (8) hours of pay on the day(s) of such special shift; and further, employees shall be guaranteed a minimum of forty (40) hours of pay during the particular week in which the special shift(s) are worked.

6.7 Vacancies

- (a) It is agreed that before filling any regular full-time or regular part-time position, notice thereof will be posted in the City Hall and in such other places as may be designated by the Council, seven (7) days before such position is filled.
- (b) Job Posting 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.

- (c) It is agreed that where vacancies occur in the "Excluded Personnel" positions, such vacancies will be posted as a matter of courtesy. Such positions are not subject to any other section of this Agreement.

ARTICLE 7 REMUNERATION

7.1 (a) Rates of Pay

The rates of pay from 2003 January 01 to and including 2006 December 31 shall be the rates of pay as set out in Schedules "A" and "B" attached hereto and forming part of this Agreement. For purposes of payroll cut-off dates, the common cut-off date shall be midnight Saturday.

(b) Derivation of Bi-Weekly and Monthly Rates

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

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

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

(c) Effective Date for Individual Pay Adjustments

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

(d) General Holidays - Rates of Pay

Where an employee is elevated to a higher rate of pay the day preceding a General Holiday and returns to work at the higher rate of pay the day following the General Holiday, it is agreed that pay for the General Holiday shall be at the higher rate.

7.2 Daily Guarantee

- (a) Subject to the provisions of paragraph (c), an employee reporting for a scheduled shift on the call of the Employer, shall receive the employee's regular

hourly rate of pay for the entire period spent at the place of work, with a minimum of two hours' pay at the regular hourly rate.

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

7.3 Pay During Temporary Transfers

When an Outside employee performs the principal duties of a higher paying position at an hourly rate of pay, the employee shall immediately receive the rate for the job.

When an Inside employee temporarily performs the principal duties of a higher paying position for which a salary range has been established, the employee shall receive the first rate in that salary range which exceeds the salary received in the employee's regular position for each full working day that the employee performs the principal duties of the higher paying position.

When an employee is assigned to a position paying a lower rate, such employee shall incur no reduction in pay. It is understood that all temporary transfers must have the authorization of the Employer.

7.4 Overtime

- (a) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid at overtime rates for all overtime worked:
 - (i) immediately following the employee's regular shift;
 - (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous regular shift;
 - (iii) at any other time than at the times set forth in items (a)(i) or (a)(ii) of this Clause 7.4 consequent upon an oral or written notice given prior to the end of the employee's previous regular shift, except as provided in Article 8.3.

- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for the performance of overtime work scheduled by the Employer under clause (a) at the following overtime rates:
- (i) time and one-half the employee's normal rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift;
 - (ii) double the employee's normal 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;
 - (iii) double the employee's normal rate of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of this Clause 7.4(b). Employees shall be paid a minimum of one and one-half (1½) hours at double time for overtime worked pursuant to this paragraph (b)(iii).
- (c) Any employee working during their lunch hour shall be paid the overtime rate, plus the employee's regular shift hours of pay.

7.5 Overtime Banking

All employees who are required to work overtime shall elect at the time of working such overtime whether to be paid for it or instead to receive compensating time off in lieu. An employee who elects to receive compensating time off, shall be credited with compensating time off equivalent to the number of hours which 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 in question was worked.

7.6 Callout

- (a) A Regular Full-Time Employee or Temporary Full-Time Employee who is called back to work by the Employer 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 7.4, 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) a Regular Full-Time

Employee or Temporary Full-Time Employee who is called back to work under this Clause 7.6 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 the employee arrives home, whichever shall last occur, the additional call or calls shall not qualify the employee for an additional minimum three (3) hour period or periods but the employee shall be paid at double the employee's normal rate of pay for the time actually worked and an additional one (1) hour at double the normal rate of pay for travelling time to and from home. Where two (2) separate calls are completed by an employee within a three (3) hour period the employee shall be paid at double the normal rate of pay for a minimum of four (4) hours (the minimum includes two (2) hours for travelling time).

7.7 Standby

- (a) Employees who are required by the Employer to stand by for a call to work between the end of a normal day shift on the first day of work in a standard work week as defined in Clause 6.1(a) (excluding general holidays) and the commencement of a normal day shift on the last day of work in the standard 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 Employer in addition to any callout pay to which the employee may be entitled under Clause 7.6.
- (b) Employees who are required by the Employer to stand by for a call to work at any time other than under Clause 7.7(a) 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 Employer in addition to any callout pay to which the employee may be entitled under Clause 7.6.
- (c) Where the period of time which an employee stands by under this Clause 7.7 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 7.7 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 7.7.

7.8 Meal Periods

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

If a Regular Full-Time Employee or Temporary Full-Time Employee is required to work overtime immediately following or immediately preceding the employee's regular shift under Clause 7.4(a)(i) or Clause 7.4(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 (½) hour which the Employer may permit the employee to begin at any time within the two (2) hour work period; 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 (3½) 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 (½) hour which, except in the case of an emergency, shall be taken at the end of each three and one-half (3½) hour work period.

(b) During Callouts and Scheduled Overtime Worked Other Than Immediately Following or Immediately Preceding a Regular Full-Time Employee's or Temporary Full-Time Employee's Regular Shift

A Regular Full-Time Employee or Temporary Full-Time Employee who completes three and one-half (3½) 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 Employer under Clause 7.6 or after the commencement of overtime work previously scheduled by the Employer under Clause 7.4(a)(iii) shall be given a paid meal period of one-half (½) hour which the Employer may permit the employee to begin at any time within the three and one-half (3½) hour work period; 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 (3½) hour work period. Upon the completion by the employee of another three and one-half (3½) continuous hours of overtime work period by the employee the employee shall be given a second paid meal period of one-half (½) hour which, except in the case of an emergency, shall be taken at the end of each three and one-half (3½) hour work period.

(c) For each meal period given to an employee under Clause 7.8(a) or Clause 7.8(b), the employee shall be paid one-half (½) 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 7.8(a) or Clause 7.8(b), it shall be taken as soon as practicable and in addition the Employer shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal period.

7.9 Information Technology and Trades Adjustments

Effective 2003 July 21:

Where a classification has been identified by the Employer as being behind market and such class has been difficult to recruit for or to retain employees in, the Employer may temporarily increase the rate of pay for the class by up to two pay grades (or its percentage equivalent). Such adjustments will be reviewed annually.

Upon such annual review, if a classification is found to be above market then the rate for the class will revert to the pay grade or hourly rate in effect prior to the time the temporary increase was applied. Those employees found to be above the range will remain at their current rate until such time as normal increments or general increases match or exceed the employee's current rate, at which time employees shall again become eligible for increments and general increases.

Note: In the case of a Trades classification, the Employer is not restricted to making adjustments to the entire classification but may make a separate adjustment to any specific trade(s) covered by that classification.

ARTICLE 8 VACATIONS AND GENERAL HOLIDAYS

8.1 Vacations

Paid annual vacation for all Regular Full-Time Employees and Temporary Full-Time Employees covered by this Agreement 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) 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 ($\frac{1}{12}$ th) of their vacation entitlement for that year for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked to the date of termination.

- (c) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$ th) of ten (10) working days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st.
- (d) During the second (2nd) up to and including the seventh (7th) calendar year of service of the employee - fifteen (15) working days at their regular rate.
- (e) During the eighth (8th) up to and including the fifteenth (15th) calendar year of service of the employee - twenty (20) working days at their regular rate.
- (f) During the sixteenth (16th) up to and including the twenty-third (23rd) calendar year of service of the employee - twenty-five (25) working days at their regular rate.
- (g) During the twenty-fourth (24th) and all subsequent calendar years of service of the employee - thirty (30) working days.

PROVIDED THAT

- (1) "Calendar year" for the purposes of this Agreement shall mean the twelve (12) month period from January 1st to December 31st inclusive.
- (2) In all cases of terminations of service for any reason, adjustment will be made for any overpayment of vacations.
- (3) 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.
- (4) 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 exclusive of overtime and any other premium payments on the one hand, and regular base rate earnings applied to the employees' annual vacation pay for the year in question on the other hand, but shall not be paid in any case where the total amount payable is less than one dollar (\$1.00).
- (5) Annual vacation entitlement for those Regular Part-Time and Auxiliary Employees listed in Schedule "F" with annual vacation benefit entitlements shall be reduced to the same proportion, that their normal weekly hours of work compare with the standard work week of Regular Full-Time Employees in their

respective classes. For the purposes of applying the provisions of this Article 8.1(5), the term "standard work week" shall mean the standard work week as defined in Article 6.1 or such other non-standard work week as might be set forth in Schedules "A" and "B".

- (6) Special holidays declared by the Mayor shall be enjoyed by all employees. In the case of special and/or general holidays occurring while an employee is on annual vacation, the employee shall be granted extra days in lieu of such holidays.
- (7) The annual vacation leave of any employee shall be reduced for leave of absence without pay in any calendar year where the total leave of absence without pay in that year exceeds one calendar month. The reduction in annual vacation leave shall be one-twelfth ($\frac{1}{12}$ th) of the annual vacation leave for the first such calendar month and an additional one-twelfth ($\frac{1}{12}$ th) for each such additional month or portion of a month greater than one-half ($\frac{1}{2}$).

(8) Annual Vacation Deferment:

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

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

PROVIDED HOWEVER that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 8.1(8) shall be thirty (30) working days.

(9) 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 Employer may, at its sole discretion, permit an employee to use such banked vacation under other circumstances.

- (10) Sick leave shall be granted to replace scheduled paid annual vacation to the extent that sickness or physical disability is concurrent with scheduled paid annual vacations, in the following circumstances ONLY:

- (i) An employee is hospitalized for a period of two days or longer because of sickness or physical disability suffered during scheduled paid annual vacation, OR
- (ii) An employee is on sick leave immediately prior to scheduled paid annual vacation and continues to be sick or physically disabled at the commencement of scheduled paid annual vacation,

PROVIDED HOWEVER the employee produces appropriate documentation from a physician or surgeon attesting to either of the foregoing. At the discretion of the City Manager (or delegate) other appropriate documentation may be substituted.

8.2 Supplementary Vacation

Each Regular Full-Time 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 8.2 on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain such supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (An explanatory note and table is annexed hereto as Schedule "C" for clarification.)

8.3 General Holidays

- (a) All Regular Full-Time Employees including those on probation and Temporary Full-Time Employees shall receive pay for the following General Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

and any other day appointed by Council to be a City holiday.

- (b) All Regular Full-Time Employees including those on probation and Temporary Full-Time Employees not required to work on a General Holiday defined in Clause 8.3(a) shall receive holiday pay equal to one normal day's pay.
- (c) All Regular Full-Time Employees including those on probation and Temporary Full-Time Employees required to work on a General Holiday defined in Clause 8.3(a) shall be paid their normal day's pay for the said holiday plus double their normal rate of pay for the hours worked on the holiday.
- (d) Time worked on a general holiday or on the day off given to the employee in lieu of a General Holiday shall not be treated as overtime except as provided in Clauses 7.4(a) and 7.4(b).
- (e) In the event a General Holiday falls on a Saturday or Sunday, days of rest for Standard Work Week employees or a day deemed to be the Saturday or Sunday for Non-Standard Work Week employees, and where the General Holiday is not proclaimed as being observed on some other day, the General Holiday shall be moved to the first day the employee is scheduled to work following the employee's days of rest.

When a General Holiday is moved to another day:

- (i) Work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest, and
- (ii) Work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a General Holiday.

ARTICLE 9 EMPLOYEE BENEFITS

9.1 Medical Services, Extended Health, Dental and Group Life Plans

Each Regular Full-Time Employee and Temporary Full-Time Employee shall be required to participate in Group Life as a condition of employment and shall similarly be required to participate in the Medical Services, Extended Health and Dental plans, unless satisfactory proof is provided to the Employer that the employee is already covered under the plan of a spouse or parent.

(a) Medical Services Plan

Regular Full-Time Employees shall participate in the Plan the first of the month following the completion of one (1) month's continuous service from date of

hire and Temporary Full-Time Employees shall participate the first of the month following the completion of three (3) months' continuous service and shall be entitled to Medical and surgical benefits through the Medical Services Plan of B.C.

(b) Extended Health Care Plan

Regular Full-Time Employees shall be eligible to enrol under the Extended Health Benefits Plan the first of the month following the completion of one (1) month's continuous service from date of hire and Temporary Full-Time Employees shall be eligible to enrol the first of the month following the completion of three (3) months' continuous service from the date of hire. The Plan has an annual deductible of \$25.00 (effective 2004 January 01, \$50.00; effective 2005 January 01, \$100.00; effective 2006 January 01, \$150.00), a lifetime maximum of \$1,000,000 per person and provides reimbursement for eligible expenses which include, among other benefits, coverage for:

- (1) effective 2004 January 01, eye exams to a maximum payable of \$75.00 per person in a twenty-four (24) month period;
- (2) vision care to a maximum payable of \$250.00 (effective 2004 January 01, \$300.00) per person in a twenty-four (24) month period;
- (3) hearing aids to a maximum payable of \$700.00 per person in a five (5) calendar year period;
- (4) diabetic equipment and supplies, orthopedic shoes (maximum payable of \$400.00 for adults/\$200.00 for children in a calendar year), ostomy, clinical psychologist (maximum payable of \$600.00 per person in a calendar year), the Nicotine Patch with a \$350.00 per person lifetime maximum;

and each provision is subject to the provisions of the Plan.

(c) Dental Plan

- (i) Regular Full-Time Employees shall participate in the Plan the first of the month following completion of one (1) month's continuous service from date of hire and Temporary Full-Time Employees shall participate the first of the month following completion of twelve (12) months' continuous employment and shall be entitled to Dental Plan coverage.
- (ii) 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.

(iii) 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" - 50% | [crowns, bridges and partial or complete dentures] |
| Plan "C" - 50% | [orthodontic coverage, fifty percent (50%) to a maximum benefit of \$3,000 per person (effective 2006 January 01, \$4,500 per person) per lifetime (adults and children) with immediate cover on the effective date and no run-off on termination of the Plan] |

(d) Group Life

Regular Full-Time Employees shall participate in the Plan the first of the month following the completion of one (1) month's continuous service from date of hire and Temporary Full-Time Employees shall participate the first of the month following three (3) months' continuous service and shall be entitled to a group life coverage which includes among other benefits coverage in an amount equal to one and one-half (1½) times each employee's basic salary which shall be computed to the next highest \$1,000 subject to the terms and conditions of the group life policy, and which also includes the \$1,000 paid up policy for retired employees.

(e) Optional Group Life Insurance

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

(f) When a previous Temporary Full-Time Employee is re-employed within six (6) months as a Temporary Full-Time Employee, the employee shall not have to re-serve the qualifying periods for any of the Medical, Extended Health, Dental, or Group Life Insurance benefits for which the employee had previously qualified. 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.

(g) Premium Costs

The premium costs for the above benefits shall be shared seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the employee.

(h) Benefit Administration

Subject only to the following provisions, the Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans:

- (1) The Employer shall provide the Union with a minimum of 60 days' notice of any change of carrier providing Group Life coverage.
- (2) The Employer shall review annually with the Union the status of the Group Life Plan and any surpluses generated by the Plan experience shall be utilized to provide a premium holiday for both Employer and employees in accordance with current cost sharing of premiums unless other arrangements mutually satisfactory to the parties can be reached.

(i) Same Sex Benefit Coverage

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

9.2 Sick Leave Provisions

- (a) All Regular Full-Time and Temporary Full-Time Employees, upon completion of the probationary period, shall be granted one and one-half (1½) days' sick leave with pay for every month of service, accumulative to the maximum of one hundred and eight (108) working days for the employee's future benefits, this to include all unused sick leave accumulated prior to January 1st, 1973.

(b) Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or physically disabled or serious illness of a spouse.

Where no one other than the employee can provide for the needs of the employee's child or parent during an illness, an employee, upon approval of the employee's immediate Supervisor, may be granted up to two (2) accumulated sick leave days per year for this purpose. In order to comply with the

requirements regarding eligibility for EIC Rebates, only those employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness as outlined herein.

(c) Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off due to lack of work, the employee shall not receive sick leave credit for the period of such absence, but shall retain the cumulative credit.

(d) Every employee shall, before returning to work following illness, sign a declaration form supplied by the superior certifying that the employee was unable to work as a result of illness.

(e) Sick Leave Records

A record of all unused sick leave will be kept by the Employer. After the close of each calendar year, each employee shall be advised of the amount of their accrued sick leave credits.

9.3 Sick Leave Reimbursement

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

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

9.4 Workers' Compensation Board Income Continuance Plan

Effective 2003 July 21:

An employee whose claim for WCB temporary disability benefits is accepted by the WCB, shall assign the employee's WCB cheque to the Employer and the Employer shall pay the employee's approximate net salary. If the WCB disallows an employee's claim, or during a period of WCB delay prior to accepting the claim, the Employer will advance full regular salary to the employee until the employee's sick leave, vacation and

overtime credits are exhausted. Where WCB subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the claim.

9.5 Municipal Pension Plan

- (a) It is agreed that the Employer shall participate in the Municipal Pension Plan, and that all employees engaged by the Employer after January 1st, 1967 shall be subject to the requirements of the Rules made under the authority of the Public Sector Pension Plans Act.
- (b) Where, due to a layoff, a full-time employee has had their hours of work reduced and their employment status changed, the employee shall continue to contribute to the Municipal Pension Plan. Contributions made by the Employer and the employee shall be made on the basis of the new hours worked, and are subject to the requirements of the Rules made under the authority of the Public Sector Pension Plans Act.

9.6 Temporary Full-Time Employees

All Temporary Full-Time Employees shall be provided with benefits on the same basis as they are provided to Regular Full-Time Employees, except that no Temporary Full-Time Employee shall be entitled to dental coverage or coverage under the Municipal Pension Plan until the employee has been employed continuously for twelve (12) months.

ARTICLE 10 ABSENCE FROM DUTY OF UNION OFFICIALS

- (a) All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Employer. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
- (b) With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for the representative's regular wage or salary plus an additional flat rate of thirty percent (30%) of the wage or salary to offset the costs of benefits paid by the Employer while representatives are on leave of absence. The flat rate percentage is intended only to reflect Employer costs associated with vacation, general holidays, sick leave, workers' compensation, Canada Pension Plan, Unemployment Insurance, Group Life Insurance, Medical Services Plan, Extended Health, Dental, and Municipal Pension Plan. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.

- (c) Upon application to, and upon receiving the permission of the Director of Human Resources in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Employer or for the purpose of settling a grievance as outlined in Article 14 of 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 Director of Human Resources in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the national and British Columbia divisional conventions of the Canadian Union of Public Employees, the annual convention of the British Columbia Federation of Labour and the biennial convention of the Canadian Labour Congress.
- (e) Upon application to, and upon receiving the permission of the Director of Human Resources in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.
- (f) The Employer agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing duties as an officer of the Union shall not lose seniority in the service of the Employer and shall continue to accumulate seniority while performing such duties. Upon retirement from 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 employee's former position was allocated and for which the employee is qualified if any position within such class is held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which the employee is qualified.
- (g) The Employer agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the Vancouver Labour Council, the British Columbia Federation of Labour or the Canadian Labour Congress, shall be granted leave of absence without pay and shall not lose seniority in the service of the Employer while on such leave of absence. Upon termination of such period of office, such an employee may return to the first vacant position for which the employee is qualified in the service of the Employer.
- (h) The Union shall provide the Employer with a list of its elected officers, job stewards and any other official representatives. This list shall be kept current by the Union at all times.

ARTICLE 11 COMPASSIONATE LEAVE

- (a) An employee shall be granted leave of absence for a maximum of three (3) days without loss of salary or wages, in the case of the death of a direct relative within the employee's family. Direct relative being: Father, Mother, Sisters, Brothers, Spouse, Sons and Daughters, Mother-in-law and Father-in-law, Brother-in-law, Sister-in-law, Grandparent-in-law, Grandparents and Grandchildren. The employee shall notify the Employer as soon as possible of the death.
- (b) Travelling Time
- Where the burial occurs outside the Province, such leave may include travelling time to a maximum of three (3) working days' leave of absence without pay.
- (c) Pall-Bearer's Leave
- One-half (½) day leave may be granted without loss of salary or wages to attend a funeral as a pall-bearer.
- (d) An employee who qualifies for compassionate leave without loss of pay under paragraph (a) herein shall be granted such leave when on annual vacation. An employee who is absent on sick leave or for any other reason, with or without pay, shall not be entitled to the compassionate leave provision.

ARTICLE 12 GENERAL LEAVE

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer.

ARTICLE 13 OTHER LEAVE

13.1 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as juror or witness in any Court. The Employer shall pay such an employee the difference between the employee's normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

13.2 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 Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

(c) Return to Work

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

(d) Sick Leave

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

(e) Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay the employee's share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
 - (2) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the Rules made under the authority of the Public Sector Pension Plans Act.
- (f) Supplementary Employment Insurance Benefits
- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
 - (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
 - (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
 - (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (a) for the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
 - (b) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
 - (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not

exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.

- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

ARTICLE 14 GRIEVANCE PROCEDURE

- (a) A grievance shall consist of any difference concerning the interpretation, application or operation of the Collective Agreement, or any difference arising from the suspension or dismissal of any employee, including any question or difference as to whether any matter is arbitrable, or any difference concerning any alleged violation of this Agreement.

- (b) A grievance shall be finally and conclusively settled without stoppage of work in accordance with the grievance procedure.

- (c) A grievance shall be submitted in writing and contain an explanation of the difference(s) and state the corrective action(s) requested. The decision of the Employer shall be in writing and include an explanation of the decision.

- (d) Step One (1)

A grievance shall be signed by a Union representative and may be signed by an employee, and such grievance shall be submitted to the Department Head or Deputy within ten (10) days of the initial circumstance(s) giving rise to the grievance.

- (e) Step Two (2)

Where the decision given to the grievance at Step One (1) is not accepted, the grievance shall be submitted in writing to the City Manager of the Employer within ten (10) days after receipt of such decision, and the City Manager (or nominee) shall arrange for a meeting with up to two (2) representatives of the Union within ten (10) days from receipt of such grievance at Step Two (2). By mutual agreement between the said party representatives, additional persons may be invited to attend the meeting for the purpose of providing information.

- (f) Step Three (3)

Where the decision given to the grievance by the City Manager (or nominee) at the Step Two (2) is not accepted, it may be submitted by the Union to a Board of Arbitration. A decision to submit a grievance to a Board of Arbitration shall be conveyed in writing to the City Manager within ten (10) days of the decision given at Step Two (2).

(g) Arbitration

A Board of Arbitration shall consist of three (3) persons, one to be chosen by each party and the third, who shall be Chairperson, to be selected by the two so appointed. The representatives of the parties concerned must meet within ten (10) days of appointment and are allowed a further five (5) days to agree upon a Chairperson. If they fail to agree upon a Chairperson, either party may apply to the Minister of Labour to appoint a Chairperson. The decision of the Board shall be final and binding on both parties. Each party shall bear the expenses of the arbitrator appointed by such party and shall pay half the expenses of the Chairperson.

The parties by mutual agreement may appoint a single arbitrator. The decision of the single arbitrator shall be final and binding on both parties. Each party shall pay half the expenses of the single arbitrator.

- (h) The time limits stipulated in this procedure may be extended by mutual agreement of the parties.
- (i) In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and General Holidays shall be excluded.
- (j) Where it appears that the nature of an employee grievance is such that a decision cannot be given at Step One (1), the step may be eliminated by mutual agreement of the parties.

ARTICLE 15 MISCELLANEOUS

15.1 Car Allowance

Effective 2003 July 21:

- (a) When, in its sole discretion, the Employer deems transportation is necessary, the Employer will provide either means of transportation exclusively at the cost of the Employer, or pay a car allowance to authorized employees in accordance with the City of Coquitlam's current policy.
- (b) Employees who as a condition of employment are required to provide a vehicle for city business regularly every day and who drive in excess of an average of

800 kilometres per month, may elect to have the Employer supply them with a City vehicle, subject to the following conditions:

- (1) that an Agreement is entered with the Employer that the City vehicle is to be used only on City business for a minimum period of two years, subject however to the termination of the Agreement if the employee retires or transfers to another position within the City of Coquitlam and the employee no longer requires the use of a vehicle on the same basis as when the Agreement was entered into;
- (2) employees who wish to elect use of a City vehicle shall request such use at least 8 weeks prior to the City going out to tender for vehicle requirements;
- (3) in computing the limitation of 800 kilometres per month, temporary or intermittent periods of driving less than 800 kilometres per month shall be ignored (e.g. vacations, sickness, temporary change of work routine);
- (4) employees who elect for the use of a City vehicle and who subsequently, as a result of a change in work routine, drive less than the 800 kilometres per month limitation, shall be allowed to continue for a period of one year as long as such employees otherwise continue to qualify under this paragraph (b);
- (5) in the event of a difference as to the interpretation of this regulation, the City Manager shall make the decision relating thereto and shall take into account representations from the employee concerned and Union representatives. The decision of the City Manager shall be subject to Article 14, Grievance Procedure, of this Agreement.

15.2 Safety

- (a) The Employer shall maintain an Accident Prevention Committee consisting of not more than twelve (12) members in pursuance of regulations made pursuant to the provision of "The Workers' Compensation Act".
- (b) Such Accident Prevention Committee shall so far as practicable consist of an equal number of representatives of the Employer and employees. Employees' representatives shall be appointed by the Union.
- (c) Employees' representatives shall be Regular Full-Time Employees of the Employer, with at least one (1) year's experience in that type of operation over which their inspection duties shall extend.
- (d) The general duties of the Accident Prevention Committee shall be as directed by the regulations made pursuant to "The Workers' Compensation Act".

- (e) Meetings of the said Committee shall be held at least once each month.
- (f) In the case of a fatal or serious accident, the Accident Prevention Committee, shall, within forty-eight (48) hours, conduct an investigation into such accident.

15.3 Military Services

An employee serving in Her Majesty's forces in time of war or national emergency, if subject to the "Reinstatement Act of Canada", shall retain seniority and privileges as would normally accrue while on such absence.

15.4 Clothing

- (a) All Outside employees shall be supplied with work gloves of a suitable nature for the job and that upon returning worn out work gloves, they shall be replaced.
- (b) Hip Waders shall be supplied by the Employer in emergency conditions, such as floods, etc.
- (c) Overalls for Regular Full-Time Employees and Temporary Full-Time Employees assigned to the garage, carpentry and sign shop, underground operations, blacktop crew, Sign Maintainer class while painting, and Labourer class while operating weeders shall be supplied and laundered at the Employer's cost. These employees shall be required to provide the Purchasing Agent with a completed form certifying that the overalls will be returned to the designated issuing person upon termination of employment, completion of specific work assignment, or no longer entitled herein, as the case may be, and agree to reimburse the Employer the cost of the overalls by payroll deduction should the overalls not be returned as required.

15.5 Retirement

(a) Regular Retirement

All employees shall be retired from the service of the Employer at the end of the calendar month in which the said employee attains their sixty-fifth (65th) birthday.

(b) Early Retirement

Pursuant to the Rules made under the authority of the Public Sector Pension Plans Act, any employee may voluntarily retire from service and be granted a pension after:

- (i) completing ten (10) years of pensionable service, regardless of age; or
- (ii) reaching an age not greater than five years before maximum retirement age, regardless of length of service.

(c) Severance Pay Upon Retirement

Upon retirement, an employee shall be paid, as severance pay, one (1) day of pay for each year of service or one (1) month of salary, whichever is the greater.

(d) Vacation in Year of Retirement

Any Regular Full-Time Employee:

- (i) who has reached minimum retirement age as defined in the Rules made under the authority of the Public Sector Pension Plans Act and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said Act; or
- (ii) whose age and years of service with the Employer total eighty (80) years or more,

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

15.6 Crossing of Picket Lines

It is agreed between the parties to this Agreement that no employee will be required to enter any building, property or properties where a legal picket line is in evidence.

15.7 Notification to Union

The Employer agrees to notify the Union, in writing, when an employee covered by this Agreement is hired, promoted, demoted, transferred, laid-off, recalled, resigns, is given a written warning, is suspended, or is terminated.

15.8 Changes Affecting the Agreement

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

of employment by any implementation of such change, they shall receive priority consideration for other employment with the Employer.

15.9 Technological Change

Section 1:

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 Collective Agreement.

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

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board pursuant to Article 14 of this Collective Agreement, by-passing all other steps in the grievance procedure.

Section 2:

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

- (a) shall inform the Minister of Labour of its finding; and
- (b) may then or later make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety days, as the arbitration board considers appropriate;
 - (iii) that the Employer reinstate any employee displaced by reason of the technological change;
 - (iv) that the Employer pay to that employee such compensation in respect of the displacement as the arbitration board considers reasonable.

Section 3:

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

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

15.10 Consultation

- (a) The parties recognize consultation and communication to be conducive to the development and promotion of constructive and harmonious labour-management relations. Upon mutual agreement, the parties shall consult on the following subjects:
 - (i) The interpretation or application of any Article contained in the Collective Agreement;
 - (ii) The mental or physical incapacity of an employee to perform their regular duties in a satisfactory manner; or
 - (iii) A major or significant alteration made or introduced in the operation of a Department or Branch.
- (b) It is expressly understood that consultation is an information or advisory function only and shall not in any way alter, amend, add to or modify the terms of this Agreement.

15.11 Personnel Records

- (a) Effective 1986 October 20, a copy of any written material concerning any disciplinary action (including reprimands) affecting an employee shall be given to the employee as soon as possible after it is recorded in the employee's personnel file.
- (b) Effective 1986 October 20, the Employer agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the file of an employee the existence of which the employee was not aware of at the time of filing.

15.12 Sexual Harassment

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

ARTICLE 16 FIRST-AID PREMIUMS FOR DESIGNATED HOLDERS OF INDUSTRIAL FIRST-AID CERTIFICATES

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

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

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

ARTICLE 17 JOB EVALUATION AGREEMENT

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

ARTICLE 18 MISCELLANEOUS

The Schedules marked by the letters "A" to "J" are attached hereto and form a part of this Agreement.

IN WITNESS WHEREOF, the Employer has caused these presents to be sealed with its Corporate Seal, and signed by its proper officials on its behalf; and the Union has caused these presents to be executed under the hands of its proper officers, duly authorized in that behalf.

Signed on behalf of the CITY OF
COQUITLAM:

Signed on behalf of the CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 386:

"Jon Kingsbury"
MAYOR

"K.L. Landgraff"
PRESIDENT

"S. Santarossa"
CLERK

"Jeri McBeth"
SECRETARY

October 13, 2005
Date

October 12, 2005
Date

SCHEDULE "A"INSIDE POSITIONS

<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
	Accounting Analyst	22
	Accounting Clerk I	14
	Accounting Clerk II	17
	Accounting Clerk III	21
	Accounts Clerk	15
G	Administrative Coordinator – Fire	22
N	Animal Shelter Attendant	15
Q,F	Aquatic Centre Maintenance Supervisor	20
B,F	Aquatic Centre Supervisor	21
F	Aquatic Leader I	◆
F	Aquatic Leader II	◆
B,F	Aquatic Leader III	18
	Arborist	26
	Archival Assistant – Clerk’s Department	17
B,F,H	Arena Maintenance Supervisor	20
B,F,H	Arena Maintenance Worker	14.5
B,F	Assistant Community Resources Coordinator	21
B,F	Assistant Coordinator – Block Watch	15
	Assistant Municipal Accountant	27
B,F	Block Watch Coordinator	18
	Booking Clerk	14
T	Building Inspector	(Steps 3-5) 26
T	Building Inspector – Minor Structure	23
B,F,H	Building Service Worker	13
B,F,H	Building Services Supervisor	18
T	Building Technician	24
L	Business Systems Analyst	28
G	Buyer 1	20
S	By-Law and Animal Control Inspector	21
S	By-Law and Animal Control Inspector 2	22
I	C.I.I.D.S. Reviewer	15
	Capital Project Cost Analyst	25
F	Cashier Attendant	◆
	Cashier-Clerk	16
	Cemetery Operations Supervisor	21
	Clerical Supervisor - Leisure and Parks Services	19

SCHEDULE "A" (cont'd)

<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
A	Clerk I	11
T	Clerk II	13
G	Clerk III	17
	Clerk IV	19
	Clerk – Fire Prevention	17
C	Clerk – Fleet Operations	16
A,L	Clerk - Key punch Operator	13
N	Clerk – Leisure and Parks Services	15
T	Clerk - Permits and Licenses	15
G	Clerk - RCMP	12
I	Clerk - Traffic	15
A	Clerk-Typist I	10
T	Clerk-Typist II	13
J	Clerk-Typist III	15
	Clerk-Typist - Engineering Records	13
	Clerk-Typist - GIS	13
	Clerk-Typist - Legal	15
J	Clerk-Typist - Operations	13
	Clerk-Typist - Parks and Recreation	13
	Clerk-Typist - Service Centre	15
	Collections Supervisor	22
N	Committee Clerk	19
K	Communications Operator 1	15
K	Communications Operator 2	19
N	Community Police Station Coordinator	18
B,F	Community Resources Coordinator	24
N,P	Community Services Coordinator	21
	Computer Support Assistant (Planning and Development)	22
F	Concession Worker I	◆
F	Concession Worker II	◆
	Conveyancing Clerk	18
	Coordinator – Project Planning	27
J	C.P.I.C. Operator-Clerk	15
J	Crime Prevention Program Assistant	14
J	Crime Prevention Program Assistant	14
B,M	Custodial Guard	(Steps 3-5) 14
	Customer Service Clerk	12
G	Customer Service Supervisor	21
L	Data Administrator	30
N	Database Assistant – RCMP	17

SCHEDULE "A" (cont'd)

Page 3

<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
	Design Technologist	25
	Development Servicing Clerk	16
	Development Servicing Supervisor	27
	Drafting Technician	21
B,O	Electronic Systems Technician	22
	Engineer Trainee	23
E	Engineering Inspector I	17
B,E,O	Engineering Inspector II	22
E	Engineering Inspector III	23
	Engineering Records Assistant	15
	Engineering Technician	23
B,O	Engineering Technologist 1	25
	Engineering Technologist 3	29
	Environmental Services Liaison	30
	Environmental Services Project Specialist	28
	Environmental Technician	21
G	Exhibit Custodian	17
T	Facilities Management Coordinator	26
	F.S.S. Supervisor - Police	19
	Filming Coordinator	22
	Financial Analyst	24
F	Food Services Worker I	◆
B,F	Food Services Worker II	14
	Forensic Video Analyst	23
T	Front Counter Supervisor	23
N,P	Gender Equity Coordinator – Leisure and Parks	23
L	GIS Analyst	26
	GIS/Research Technician	23
L	Help Desk Clerk	16
	Heros Program Assistant 1	14
	Heros Program Assistant 2	16
	Human Resources Assistant 2	17
	Identification Technician	18
	Insurance Clerk	15

SCHEDULE "A" (cont'd)

<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
B,F,H	Lead Building Service Worker	14
T	License Inspector - Construction	19
	Maintenance Management Systems Operator	20
	Maintenance Technician – Parks	18
	Mapping Technician 1	19
	Mapping Technician 2	21
	Mapping Technologist	25
	Marketing Coordinator	20
	Municipal Land Surveyor	29
L	Network Analyst	26
	Office Supervisor	19
	Parks Design Technician 2	25
	Parks Designer	27
B,O	Parks Operations Control Technician	21
	Parks Planner	28
L	Payroll Assistant	14
L	Payroll Clerk	17
L	Payroll Clerk 2	20
L	Payroll Supervisor	24
T	Permits and Licenses - Office Supervisor	19
	Personnel Assistant 2	14
	Planner I	28
	Planner II	30
	Planner III	33
	Planner-Analyst	26
	Planning Assistant I	17
	Planning Assistant II	20
	Planning Technician I	22
	Planning Technician II	23
T	Plans Examiner I	20
T	Plans Examiner II	23
F,P	Playground Worker	◆
T	Plumbing and Gas Inspector	(Steps 3-5) 26
G	Police Clerk	15
Q,R,F	Pool Maintenance Worker	17
Q,R,F	Pool & Building Maintenance Worker	19
B,F	Pool Service Worker	13.5

SCHEDULE "A" (cont'd)

<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
	Printshop Operator	20
	Printshop Supervisor	24
F	Program Attendant	◆
B,F,P	Program Leader	11
L	Programmer Analyst	24
	Project Coordinator	27
	Project Coordinator - Engineering	27
T	Property Use Inspector	23
T	Property Use Supervisor	25
	Purchasing Clerk	14
G	Purchasing Supervisor	25
I	Reader - RCMP	20
I	Records Clerk - RCMP	12
I	Records Coordinator – RCMP	22
	Records and Information Management Administrator	27
N	Recreation Leader	16
N	Recreation Facilities Coordinator	21
F	Recreation Facility Attendant	12
B,F,N,P	Recreation Program Coordinator	20
	Recycling Assistant	15
	Recycling and Waste Reduction Officer	19
N	Registration Clerk/Receptionist	12
	Reproduction Equipment Operator	15
	Research Assistant - Planning	21
	Research Officer – Parks and Recreation	22
	Secretary I	15
	Secretary II	17
	Secretary - G.I.S.	15
	Secretary - Police	15
	Security Officer	13
L	Senior Network Analyst	28
T	Senior Plans Examiner	26
N,P	Senior Services Coordinator	23
N	Seniors Centre Assistant	13
	Social Planner	29
N	Sports Centre Supervisor	21
N	Sports Coordinator	22
B,D	Storekeeper	17
B,D	Storekeeper I	15

SCHEDULE "A" (cont'd)

<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
B,D	Stores Supervisor	23
	Subdivision & Development Technologist	24
L	Supervisor – Client Services	29
E	Supervisor - Construction	29
	Supervisor – Development Planning	31
T	Supervisor - Property Use	25
	Supervisor – Survey Operation	25
T	Supervisor - Trades Inspections	28
L	Support Analyst	23
	Support Clerk	15
A,E	Survey Assistant 1	12
A,E	Survey Assistant 2	15
	Survey Technician 1	17
	Survey Technician 2	21
L	Systems Analyst 1	26
L	Systems Analyst 2	27
	Technical Assistant	13
L	Technical Support Specialist I	24
L	Technical Support Specialist – RCMP	25
	Technical Trainee	21
K	Telecommunications Supervisor	23
I	Telephone Operator-Receptionist	12
T	Trades Inspection Supervisor	28
C	Traffic Assistant	15
	Traffic Signal Technician	23
	Traffic Technician	23
	Traffic Technologist	25
	Urban Forestry Technician	23
	Utilities Technician - Water and Sewer	17
B,U	Utility Control Room Clerk	14
L	User Support Assistant	19
L	User Support Assistant - RCMP	19
L	User Support Specialist - RCMP	21
B,F	Victim Support Worker	19
	Web and Graphics Technician	21
	Work Control Clerk	15
B,O	Work Control Technician	23

SCHEDULE "A" (cont'd)

- ◆ Classes which do not have an assigned Pay Grade and are paid hourly rates - see pages 57 and 58.

Pay Grades and/or classes which have been established, reclassified, or revalued after 2003 January 01 are effective from the date of such change.

NOTES:

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

- A. The following classes receive semi-annual increments:

Clerk I	Clerk-Keypunch Operator
Clerk-Typist I	Survey Assistant 1 and 2

- B. Employees in the following classes have a 40-hour work week:

Aquatic Centre Supervisor	Engineering Technologist I (Works Yard position)
Arena Maintenance Supervisor	Food Services Worker II
Arena Maintenance Worker	Lead Building Service Worker
Aquatic Leader III	Parks Operations Control Technician
Assistant Community Resources Coordinator	Pool Service Worker
Assistant Coordinator – Block Watch	Program Leader
Block Watch Coordinator	Recreation Program Coordinator (Aquatics position)
Building Service Supervisor	Storekeeper
Building Service Worker	Storekeeper I
Community Resources Coordinator	Stores Supervisor
Custodial Guard (all levels)	Utility Control Room Clerk
Electronic Systems Technician	Victim Support Worker
	Work Control Technician

- C. The following class of positions is based on a seven (7) hour day, thirty-five (35) hour work week with daily hours scheduled between the hours of 6:30 a.m. to 6:30 p.m., Monday to Friday, inclusive:

Clerk – Fleet Operations
Traffic Assistant

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

- D. The following classes of positions shall receive a premium when required to operate a small tractor with attachments. Such premium shall be the difference between the hourly rate equivalent of the incumbents' basic monthly salary and the appropriate Equipment Operator rate:

Storekeeper	Stores Supervisor
Storekeeper I	

- E. The following classes of positions, based on a seven (7) hour day, thirty-five (35) hour week may have daily hours of work, Monday to Friday inclusive, varied by the Department Head as required to coincide with those worked by Outside Employees and varied to provide three-quarters ($\frac{3}{4}$) of an hour for lunch, without shift differential:

Survey Assistant 1 and 2	Engineering Inspector I
Supervisor-Construction	Engineering Inspector II
	Engineering Inspector III

- F. The following classes of positions which are based on an eight (8) hour day - forty (40) hour week may be required to work more than five (5) consecutive shifts in a week or more than forty (40) hours in a week without overtime rates being paid. It is understood that appropriate overtime rates are to be paid only for all hours worked in excess of an average of forty (40) hours a week in a two (2) week period or for all hours worked in excess of eight (8) hours in a shift. It is expressly stated that any eight (8) hours need not be consecutive. A shift differential shall not apply to such classes of positions, save and except for the Lead Building Service Worker, Building Service Worker, Arena Maintenance Supervisor, Arena Maintenance Worker and, effective 2003 July 21, Pool Service Worker classes of positions:

Aquatic Centre Maintenance Supervisor	Concession Worker I
Aquatic Centre Supervisor	Concession Worker II
Aquatic Leader I	Food Services Worker I
Aquatic Leader II	Food Services Worker II
Aquatic Leader III	Lead Building Service Worker
Arena Maintenance Supervisor	Playground Worker
Arena Maintenance Worker	Pool and Building Maintenance Worker (City Centre positions)
Assistant Community Resources Coordinator	Pool Maintenance Worker
Assistant Coordinator - Block	Pool Service Worker
	Program Attendant

SCHEDULE "A" (cont'd)

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NOTES (cont'd)

Watch	Program Leader
Block Watch Coordinator	Recreation Facility Attendant
Building Service Worker	Recreation Program Coordinator
Building Service Supervisor	(Aquatics position)
Cashier Attendant	Victim Support Worker
Community Resources Coordinator	

- G. The following classes of positions based on a seven (7) hour day, thirty-five (35) hour week which may have daily hours of work from 8:00 a.m. to 4:00 p.m., Monday to Friday, with one (1) hour for lunch:

Administrative Coordinator – Fire	Clerk - RCMP
Buyer 1	Exhibit Custodian
Clerk III	Police Clerk
Customer Service Supervisor	Purchasing Supervisor

- H. No classes of positions assigned to the Parks and Recreation Department receive shift differential, save and except the following classes of positions:

Arena Maintenance Supervisor	Building Service Supervisor
Arena Maintenance Worker	Lead Building Service Worker
Building Service Worker	

- I. Employees in the following classes shall work any five (5) consecutive days with two (2) days of rest with shifts of eight (8) hours, with one (1) hour for lunch and shift differential as provided for in the Collective Agreement:

C.I.I.D.S. Reviewer*	Records Clerk - RCMP
Clerk-Traffic*	Records Coordinator - RCMP
Reader – RCMP	Telephone Operator-Receptionist

Employees who, on 1992 April 09, were assigned to the above classes marked "*" may elect not to work shifts between midnight and 8:00 a.m. pursuant to this Note I, and instead shall continue to be covered by Schedule "A", Note J, of the 1988-90 Collective Agreement between the Employer and the Union.

- J. The following classes of positions based on a seven (7) hour day/thirty-five (35) hour week shall work any five (5) consecutive days with two (2) days of rest on rotating shifts

NOTES (cont'd)

between the hours of 7:00 a.m. and midnight with one (1) hour for lunch and shift differential as provided for in the Collective Agreement:

C.P.I.C. Operator Clerk*
Clerk-Typist - Operations
Crime Prevention Program Assistant
Clerk-Typist III (Public Safety Building positions only)

Employees who, on 1988 March 01, were assigned to the class marked "*" may elect not to work shifts pursuant to this Note J, and instead shall continue to be covered by the hours of work provisions that were applicable pursuant to the 1986-87 Collective Agreement between the Employer and the Union.

- K. The following classes of positions based on a seven (7) hour day averaging thirty-five (35) hours a week which shall work on regular rotating shifts between the hours of 8:00 a.m. and 4:00 p.m., 4:00 p.m. and midnight, and midnight and 8:00 a.m. with one (1) hour for lunch. Shift differential shall apply as provided for in the Collective Agreement.

Communications Operator 1 and 2
Telecommunications Supervisor

- L. Employees assigned to classes performing Computer Services or Payroll duties may have their daily hours of work varied by their Department Head between 7:30 a.m. and 6:00 p.m.
- M. Employees assigned to positions within the Custodial Guard classifications shall work up to eight (8) consecutive hours, inclusive of lunch, at straight-time rates. It is understood that the employees may be required to work more than five (5) consecutive shifts in a week or more than forty (40) hours in a week without overtime rates being paid. The appropriate overtime rates shall be paid only for all hours worked in excess of an average of forty (40) hours a week in a two (2) week period or for all hours worked in excess of eight (8) hours in a shift. Shift differential shall be as provided for in the Collective Agreement.
- N. The following classes of positions which are based on a seven (7) hour day - thirty-five (35) hour week may be required to work more than five (5) consecutive shifts in a week or more than thirty-five (35) hours in a week without overtime rates being paid. It is understood that appropriate overtime rates are to be paid only for all hours worked in excess of an average of thirty-five (35) hours a week in a two (2) week period or for all

NOTES (cont'd)

hours worked in excess of seven (7) hours in a shift. It is expressly stated that any seven (7) hours need not be consecutive:

Animal Shelter Attendant	Recreation Facilities Coordinator
Clerk – Leisure and Parks Services	Recreation Leader
Committee Clerk	Recreation Program Coordinator
Community Police Station Coordinator	Registration Clerk/Receptionist
Community Services Coordinator	Senior Services Coordinator
Database Assistant - RCMP	Seniors Centre Assistant
Gender Equity Coordinator – Leisure and Parks	Sports Centre Supervisor
	Sports Coordinator

- O. Employees in the following classes have a forty (40) hour work week and shall work eight (8) consecutive hours between the hours of 7:00 a.m. and 4:45 p.m., Monday to Friday inclusive, not including lunch:

Electronic Systems Technician	Engineering Technologist I
Engineering Inspector II (Parks position)	(Works Yard position)
	Parks Operations Control Technician
	Work Control Technician

- P. The parties agree that subject only to the expressed willingness of the employees concerned and the approval of the Board of Industrial Relations which the Employer and the Union will jointly seek, the following arrangements will be made by the Employer for the staffing of certain recreational programs to be described as "Day Camp" and "Outset Trip" programs.

A "Day Camp" program shall be the equivalent of a forty (40) hour work week, and shall encompass eight (8) hours of work on Monday, Tuesday, and Wednesday of any week, plus a continuous period commencing Thursday morning and ending at 12:00 p.m. (noon) on the immediately following Friday of the same week. The continuous aforesaid period will include an overnight expedition during which the employee or employees will have charge of a varying number of persons. The employee or employees assigned to a Day Camp program shall be paid for forty (40) hours only at their regular straight-time hourly rate of pay, and shall receive Friday afternoon, and all day Saturday and all day Sunday as days off in that week.

An "Outset Trip" shall also be the equivalent of a forty (40) hour work week, and shall cover a continuous period commencing Monday morning and ending not later than

NOTES (cont'd)

Thursday evening of the same week during which time the employee or employees will have charge of a varying number of persons on a trip which may involve hiking, camping, canoeing, cycling, etc. The employee or employees shall be expected to conclude an outset trip on the Thursday and on the evening of the said Thursday, brief the persons comprising the following week's Outset Trip. The employee or employees assigned to an Outset Trip shall be paid for forty (40) hours only at their regular straight-time hourly rate of pay, and shall receive all of Friday, Saturday and Sunday as days off in that week.

Employees in the following position classes may be assigned to Day Camp or Outset Trip duties, and if so, shall be subject to the conditions set forth above:

Community Services Coordinator	Playground Worker
Gender Equity Coordinator - Leisure and Parks	Program Leader
	Recreation Program Coordinator
	Senior Services Coordinator

- Q. Employees in the following classes have a forty (40) hour work week and shall work eight (8) consecutive hours between the hours of 7:00 a.m. and 4:45 p.m. Monday to Friday inclusive, not including lunch:

Aquatic Centre Maintenance Supervisor
Pool and Building Maintenance Worker
Pool Maintenance Worker

- R. Employees in the following classes have a forty (40) hour week and may have daily hours of work, Monday to Sunday inclusive, varied by the Department Head with the earliest starting time being 6:00 a.m. and latest concluding time being 10:00 p.m. exclusive of lunch time.

"Pool and Building Maintenance Worker" and "Pool Maintenance Worker" at swimming pools during May, June, July and August.

It being expressly provided that such variation must be effective for a minimum period of one (1) week.

- S. The following class of positions is based on a seven (7) hour day, thirty-five (35) hour work week with daily hours scheduled between the hours of 6 a.m. to midnight, Monday to Sunday, inclusive. The number of days worked within a week may vary but no

NOTES (cont'd)

employee shall work more than five (5) consecutive days without a day of rest in a two (2) week period:

By-Law and Animal Control Inspector
By-Law and Animal Control Inspector 2

Shifts and shift schedules may be altered without penalty provided a minimum of 48 hours' notice of such change is given. Should an emergent situation arise, 24 hours' notice of change to the shifts or shift schedule hours of work shall be provided.

Shift premium shall apply for all hours worked between the hours of 6:00 p.m. and 7:30 a.m., inclusive. Should the majority of hours of a shift be worked between 6:00 p.m. and 7:30 a.m. the shift premium shall apply for the entire shift.

- T. Employees assigned to the Development Services Section may have their daily hours of work varied by their Department Head between 7:30 a.m. and 5:00 p.m.
- U. Employees assigned to positions within the Utility Control Room Clerk classification shall work any eight (8) consecutive hours per day (inclusive of lunch) on any five (5) consecutive days, Monday to Sunday, with two (2) consecutive days of rest except when required to change work weeks.

It is further understood that Sharon Hill, for as long as she holds a Utility Control Room Clerk position, will retain the standard work day (7 hours) and work week (Monday to Friday). However, when Sharon Hill vacates this position, it shall be covered by the hours of work listed above.

PAY RATES

Key: A = 2003 January 01 - December 31
 B = 2004 January 01 - December 31
 C = 2005 January 01 - 2006 March 31
 D = 2006 April 01 - December 31 ♦

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
9	A	13.60	14.15	14.70	15.27	15.90
	B	13.94	14.50	15.07	15.65	16.30
	C	14.29	14.86	15.45	16.04	16.71
	D	14.72	15.31	15.91	16.52	17.21
10	A	14.15	14.70	15.27	15.90	16.53
	B	14.50	15.07	15.65	16.30	16.94
	C	14.86	15.45	16.04	16.71	17.36
	D	15.31	15.91	16.52	17.21	17.88
11	A	14.70	15.27	15.90	16.53	17.18
	B	15.07	15.65	16.30	16.94	17.61
	C	15.45	16.04	16.71	17.36	18.05
	D	15.91	16.52	17.21	17.88	18.59
12	A	15.27	15.90	16.53	17.18	17.90
	B	15.65	16.30	16.94	17.61	18.35
	C	16.04	16.71	17.36	18.05	18.81
	D	16.52	17.21	17.88	18.59	19.37
13	A	15.90	16.53	17.18	17.90	18.63
	B	16.30	16.94	17.61	18.35	19.10
	C	16.71	17.36	18.05	18.81	19.58
	D	17.21	17.88	18.59	19.37	20.17
13.5	A	16.13	16.81	17.51	18.19	18.95
	B	16.53	17.23	17.95	18.64	19.42
	C	16.94	17.66	18.40	19.11	19.91
	D	17.45	18.19	18.95	19.68	20.51

SCHEDULE "A" (cont'd)

Key: A = 2003 January 01 - December 31
 B = 2004 January 01 - December 31
 C = 2005 January 01 - 2006 March 31
 D = 2006 April 01 - December 31 ♦

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
14	A	16.53	17.18	17.90	18.63	19.38
	B	16.94	17.61	18.35	19.10	19.86
	C	17.36	18.05	18.81	19.58	20.36
	D	17.88	18.59	19.37	20.17	20.97
14.5	A	16.81	17.51	18.19	18.95	19.74
	B	17.23	17.95	18.64	19.42	20.23
	C	17.66	18.40	19.11	19.91	20.74
	D	18.19	18.95	19.68	20.51	21.36
15	A	17.18	17.90	18.63	19.38	20.19
	B	17.61	18.35	19.10	19.86	20.69
	C	18.05	18.81	19.58	20.36	21.21
	D	18.59	19.37	20.17	20.97	21.85
16	A	17.90	18.63	19.38	20.19	21.03
	B	18.35	19.10	19.86	20.69	21.56
	C	18.81	19.58	20.36	21.21	22.10
	D	19.37	20.17	20.97	21.85	22.76
17	A	18.63	19.38	20.19	21.03	21.90
	B	19.10	19.86	20.69	21.56	22.45
	C	19.58	20.36	21.21	22.10	23.01
	D	20.17	20.97	21.85	22.76	23.70
18	A	19.38	20.19	21.03	21.90	22.81
	B	19.86	20.69	21.56	22.45	23.38
	C	20.36	21.21	22.10	23.01	23.96
	D	20.97	21.85	22.76	23.70	24.68
19	A	20.19	21.03	21.90	22.81	23.76
	B	20.69	21.56	22.45	23.38	24.35
	C	21.21	22.10	23.01	23.96	24.96
	D	21.85	22.76	23.70	24.68	25.71

SCHEDULE "A" (cont'd)

Key: A = 2003 January 01 - December 31
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 D = 2006 April 01 - December 31 ♦

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
20	A	21.03	21.90	22.81	23.76	24.76
	B	21.56	22.45	23.38	24.35	25.38
	C	22.10	23.01	23.96	24.96	26.01
	D	22.76	23.70	24.68	25.71	26.79
21	A	21.90	22.81	23.76	24.76	25.79
	B	22.45	23.38	24.35	25.38	26.43
	C	23.01	23.96	24.96	26.01	27.09
	D	23.70	24.68	25.71	26.79	27.90
22	A	22.81	23.76	24.76	25.79	26.86
	B	23.38	24.35	25.38	26.43	27.53
	C	23.96	24.96	26.01	27.09	28.22
	D	24.68	25.71	26.79	27.90	29.07
23	A	23.76	24.76	25.79	26.86	28.02
	B	24.35	25.38	26.43	27.53	28.72
	C	24.96	26.01	27.09	28.22	29.44
	D	25.71	26.79	27.90	29.07	30.32
24	A	24.76	25.79	26.86	28.02	29.22
	B	25.38	26.43	27.53	28.72	29.95
	C	26.01	27.09	28.22	29.44	30.70
	D	26.79	27.90	29.07	30.32	31.62
25	A	25.79	26.86	28.02	29.22	30.43
	B	26.43	27.53	28.72	29.95	31.19
	C	27.09	28.22	29.44	30.70	31.97
	D	27.90	29.07	30.32	31.62	32.93
26	A	26.86	28.02	29.22	30.43	31.74
	B	27.53	28.72	29.95	31.19	32.53
	C	28.22	29.44	30.70	31.97	33.34
	D	29.07	30.32	31.62	32.93	34.34

SCHEDULE "A" (cont'd)

Key: A = 2003 January 01 - December 31
 B = 2004 January 01 - December 31
 C = 2005 January 01 - 2006 March 31
 D = 2006 April 01 - December 31 ♦

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
27	A	28.02	29.22	30.43	31.74	33.12
	B	28.72	29.95	31.19	32.53	33.95
	C	29.44	30.70	31.97	33.34	34.80
	D	30.32	31.62	32.93	34.34	35.84
28	A	29.22	30.43	31.74	33.12	34.53
	B	29.95	31.19	32.53	33.95	35.39
	C	30.70	31.97	33.34	34.80	36.27
	D	31.62	32.93	34.34	35.84	37.36
29	A	30.43	31.74	33.12	34.53	36.00
	B	31.19	32.53	33.95	35.39	36.90
	C	31.97	33.34	34.80	36.27	37.82
	D	32.93	34.34	35.84	37.36	38.95
30	A	31.74	33.12	34.53	36.00	37.58
	B	32.53	33.95	35.39	36.90	38.52
	C	33.34	34.80	36.27	37.82	39.48
	D	34.34	35.84	37.36	38.95	40.66
31	A	33.12	34.53	36.00	37.58	39.18
	B	33.95	35.39	36.90	38.52	40.16
	C	34.80	36.27	37.82	39.48	41.16
	D	35.84	37.36	38.95	40.66	42.39
32	A	34.53	36.00	37.58	39.18	40.87
	B	35.39	36.90	38.52	40.16	41.89
	C	36.27	37.82	39.48	41.16	42.94
	D	37.36	38.95	40.66	42.39	44.23
33	A	36.00	37.58	39.18	40.87	42.64
	B	36.90	38.52	40.16	41.89	43.71
	C	37.82	39.48	41.16	42.94	44.80
	D	38.95	40.66	42.39	44.23	46.14

- * Eligibility for advancement from one step (increment) to the next is as follows:
 - Pay Grades 9 to 14.5 - 6 month eligibility to move from steps 1 to 2 and 2 to 3; thereafter 12 month eligibility.
 - Pay Grade 15 - 6 month eligibility to move from step 1 to 2; thereafter 12 month eligibility.
 - Pay Grade 16 and above - 12 month eligibility.

- ◆ 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 27:
 - Effective April 1, 2006: all hourly rates of pay which were in effect on March 31, 2006 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 February 28, 2006. 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.

NON-STANDARD HOURLY RATES - INSIDE STAFF

Key: A = 2003 January 01 - December 31
 B = 2004 January 01 - December 31
 C = 2005 January 01 - 2006 March 31
 D = 2006 April 01 - December 31 ♦

Class Title	Effec. Date	Steps:		
		1	2	3
Aquatic Leader I	A	16.45	16.97	
	B	16.86	17.39	
	C	17.28	17.82	
	D	17.80	18.35	
Aquatic Leader II	A	16.83	17.53	18.10
	B	17.25	17.97	18.55
	C	17.68	18.42	19.01
	D	18.21	18.97	19.58
Cashier Attendant	A	13.75		
	B	14.09		
	C	14.44		
	D	14.87		
Concession Worker I	A	13.07	13.36	13.64
	B	13.40	13.69	13.98
	C	13.74	14.03	14.33
	D	14.15	14.45	14.76
Concession Worker II	A	15.00	15.32	15.72
	B	15.38	15.70	16.11
	C	15.76	16.09	16.51
	D	16.23	16.57	17.01
Food Services Worker I	A	15.00	15.32	15.72
	B	15.38	15.70	16.11
	C	15.76	16.09	16.51
	D	16.23	16.57	17.01

SCHEDULE "A" (cont'd)

Key: A = 2003 January 01 - December 31
 B = 2004 January 01 - December 31
 C = 2005 January 01 - 2006 March 31
 D = 2006 April 01 - December 31 ♦

Class Title	Effec. Date	Steps:		
		1	2	3
Playground Worker	A	15.99		
	B	16.39		
	C	16.80		
	D	17.30		
Program Attendant	A	13.75		
	B	14.09		
	C	14.44		
	D	14.51		

SCHEDULE "B"WAGE RATES - OUTSIDE POSITIONS

Key: A = 2003 January 01 - December 31
 B = 2004 January 01 - December 31
 C = 2005 January 01 - 2006 March 31
 D = 2006 April 01 - December 31 ♦

<u>Notes</u>	<u>Classification</u>	<u>Effec. Date</u>	<u>Basic Hourly Rate</u>
	Asphalt Raker	A	20.05
		B	20.55
		C	21.06
		D	21.69
	Center Line Operator	A	21.95
		B	22.50
		C	23.06
		D	23.75
C	Cemetery Caretaker	A	20.93
		B	21.45
		C	21.99
		D	22.65
	Equipment Operator 1	A	20.19
		B	20.69
		C	21.21
		D	21.85
	Equipment Operator 2	A	20.69
		B	21.21
		C	21.74
		D	22.39
B(i)	Equipment Operator 3	A	20.93
		B	21.45
		C	21.99
		D	22.65

SCHEDULE "B" (cont'd)

Key: A = 2003 January 01 - December 31
 B = 2004 January 01 - December 31
 C = 2005 January 01 - 2006 March 31
 D = 2006 April 01 - December 31 ♦

<u>Notes</u>	<u>Classification</u>	<u>Effec. Date</u>	<u>Basic Hourly Rate</u>
	Equipment Operator 4	A	21.23
		B	21.76
		C	22.30
		D	22.97
	Equipment Operator 4A	A	22.01
		B	22.56
		C	23.12
		D	23.81
	Equipment Operator 4B	A	22.48
		B	23.04
		C	23.62
		D	24.33
	Equipment Operator 5	A	23.28
		B	23.86
		C	24.46
		D	25.19
B(ii)	Groundskeeper – Fields	A	23.54
		B	24.13
		C	24.73
		D	25.47
	Irrigation Systems Worker	A	23.82
		B	24.42
		C	25.03
		D	25.78
B(ii)	Labourer 1	A	19.19
		B	19.67
		C	20.16
		D	20.76

SCHEDULE "B" (cont'd)

Key: A = 2003 January 01 - December 31
 B = 2004 January 01 - December 31
 C = 2005 January 01 - 2006 March 31
 D = 2006 April 01 - December 31 ♦

<u>Notes</u>	<u>Classification</u>	<u>Effec. Date</u>	<u>Basic Hourly Rate</u>
B(ii)	Labourer 2	A	19.39
		B	19.87
		C	20.37
		D	20.98
B(ii)	Labourer 3	A	19.71
		B	20.20
		C	20.71
		D	21.33
	Lead Hand Mechanic	A	25.69
		B	26.33
		C	26.99
		D	27.80
	Lead Hand – Roads and Drainage	A	20.93
		B	21.45
		C	21.99
		D	22.65
	Litter Collector	A	19.39
		B	19.87
		C	20.37
		D	20.98
C	Maintenance Worker - Roads	A	20.93
		B	21.45
		C	21.99
		D	22.65
C	Maintenance Worker - Utilities	A	20.93
		B	21.45
		C	21.99
		D	22.65

SCHEDULE "B" (cont'd)

Key: A = 2003 January 01 - December 31
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 D = 2006 April 01 - December 31 ♦

<u>Notes</u>	<u>Classification</u>	<u>Effec. Date</u>	<u>Basic Hourly Rate</u>
C	Park Attendant	A	20.05
		B	20.55
		C	21.06
		D	21.69
C,D	Parks Utility Equipment Operator	A	20.93
			21.23
			22.01
		B	21.45
			21.76
			22.56
		C	21.99
			22.30
			23.12
		D	22.65
			22.97
			23.81
	Pavement Maintainer	A	20.93
		B	21.45
		C	21.99
		D	22.65
	Recycling Depot Operator	A	20.31
		B	20.82
		C	21.34
		D	21.98

SCHEDULE "B" (cont'd)

Key: A = 2003 January 01 - December 31
 B = 2004 January 01 - December 31
 C = 2005 January 01 - 2006 March 31
 D = 2006 April 01 - December 31 ♦

<u>Notes</u>	<u>Classification</u>	<u>Effec. Date</u>	<u>Basic Hourly Rate</u>
	Rough Carpenter – Concrete Finisher	A	21.76
		B	22.30
		C	22.86
		D	23.55
	Screen Process Technician	A	25.34
		B	25.97
		C	26.62
		D	27.42
C	Senior Maintenance Worker – Utilities	A	25.34
		B	25.97
		C	26.62
		D	27.42
	Sign Maintainer	A	20.52
		B	21.03
		C	21.56
		D	22.21
	Sub-Foreman II	A	21.38
		B	21.91
		C	22.46
		D	23.13
	Sub-Foreman – Mowing	A	20.93
		B	21.45
		C	21.99
		D	22.65
	Trades 1 - Mechanic	A	23.54
	- Gardener	B	24.13
		C	24.73
		D	25.47

SCHEDULE "B" (cont'd)

Key: A = 2003 January 01 - December 31
 B = 2004 January 01 - December 31
 C = 2005 January 01 - 2006 March 31
 D = 2006 April 01 - December 31 ♦

<u>Notes</u>	<u>Classification</u>	<u>Effec. Date</u>	<u>Basic Hourly Rate</u>
	Trades 2		
	- Carpenter	A	25.08
	- Gardener	B	25.71
	- Mechanic	C	26.35
	- Electrician	D	27.14
	- Plumber		
	- Welder		
C	Trail Maintenance Worker	A	20.93
		B	21.45
		C	21.99
		D	22.65
	Transport Assistant	A	19.90
		B	20.40
		C	20.91
		D	21.54
B(ii)	Truck Driver 1	A	20.05
		B	20.55
		C	21.06
		D	21.69
	Truck Driver 2	A	20.55
		B	21.06
		C	21.59
		D	22.24
	Truck Driver 3	A	20.79
		B	21.31
		C	21.84
		D	22.50

SCHEDULE "B" (cont'd)

Key: A = 2003 January 01 - December 31
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 D = 2006 April 01 - December 31 ♦

<u>Notes</u>	<u>Classification</u>	<u>Effec. Date</u>	<u>Basic Hourly Rate</u>
	Truck Driver – Tandem Trailer	A	21.20
		B	21.73
		C	22.27
		D	22.94
C,D	Utility Equipment Operator	A	22.01
			22.48
			23.28
		B	22.56
			23.04
			23.86
		C	23.12
			23.62
			24.46
		D	23.81
			24.33
			25.19
B(iii)	Watchman – Works Yard	A	19.39
		B	19.87
		C	20.37
		D	20.98
	Working Foreman – Carpentry & Sign Shop	A	26.39
		B	27.05
		C	27.73
		D	28.56

SCHEDULE "B" (cont'd)

Key: A = 2003 January 01 - December 31
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<u>Notes</u>	<u>Classification</u>	<u>Effec. Date</u>	<u>Basic Hourly Rate</u>
E	Working Foreman - Garage	A	26.53
			27.36
			28.11
		B	27.19
			28.04
			28.81
		C	27.87
			28.74
			29.53
		D	28.71
			29.60
			30.42
E	Working Foreman – Pavements	A	22.96
			23.66
			24.40
		B	23.53
			24.25
			25.01
		C	24.12
			24.86
			25.64
		D	24.84
			25.61
			26.41

SCHEDULE "B" (cont'd)

Key: A = 2003 January 01 - December 31
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<u>Notes</u>	<u>Classification</u>	<u>Effec. Date</u>	<u>Basic Hourly Rate</u>
E	Working Foreman - Roads	A	22.96
			23.66
			24.40
		B	23.53
			24.25
			25.01
		C	24.12
			24.86
			25.64
		D	24.84
			25.61
			26.41
E	Working Foreman - Sewers	A	22.96
			23.66
			24.40
		B	23.53
			24.25
			25.01
		C	24.12
			24.86
			25.64
		D	24.84
			25.61
			26.41

SCHEDULE "B" (cont'd)

Key: A = 2003 January 01 - December 31
 B = 2004 January 01 - December 31
 C = 2005 January 01 - 2006 March 31
 D = 2006 April 01 – December 31 ♦

<u>Notes</u>	<u>Classification</u>	<u>Effec. Date</u>	<u>Basic Hourly Rate</u>
E	Working Foreman – Signs	A	20.93
			21.23
			22.01
		B	21.45
			21.76
			22.56
		C	21.99
			22.30
			23.12
		D	22.65
			22.97
			23.81
C	Working Foreman - Utilities	A	21.76
		B	22.30
		C	22.86
		D	23.55
	Working Supervisor – Facility Maintenance and Repair	A	26.39
		B	27.05
		C	27.73
		D	28.56

- ♦ 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 27:

Effective April 1, 2006: all hourly rates of pay which were in effect on March 31, 2006 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 February 28, 2006. 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.

NOTES:A. Shift Differential

The following classes of positions are not entitled to additional compensation in the form of shift premiums:

--

All other Outside classes are entitled to shift differential in accordance with the provisions of the Agreement.

B. Non-Standard Work Day

- (i) The following class of positions which is based on an eight (8) hour day/forty (40) hour week, may have daily hours of work Monday to Friday inclusive, varied by the Department Head, with the earliest starting time being 6:00 a.m. and the latest concluding time being 4:45 p.m. exclusive of lunch time:

Equipment Operator III (Sweeper Operator).

See related Letter of Understanding in Schedule "I".

- (ii) The following classes of positions which are based on an eight (8) hour day/forty (40) hour week, may have daily hours of work, Monday to Sunday inclusive, varied by the Department Head with the earliest starting time being 6:00 a.m. and latest concluding time being 10:00 p.m. exclusive of lunch time.

NOTES (cont'd)

- "Groundskeeper - Fields" and/or back-up employees during May, June, July, August and September.
- "Labourers and Truck Driver 1's" employed by the Parks Department for garbage pick-up during May, June, July and August.
- Temporary Full-Time and Auxiliary Employees assigned patrol duties such as Park Patrols and Lake Ice Patrols. The hours of work shall be consecutive, exclusive of lunch.

It being expressly provided that such variation must be effective for a minimum period of one (1) week.

- (iii) Employees classified as Watchman - Works Yard shall work non-standard daily and weekly hours, Monday to Sunday inclusive, without overtime rates being applicable in accordance with an agreement dated January 21, 1993.
- (iv) Employees who are required to perform or supervise duties related to chemical spraying may have their daily hours of work varied between 6:00 a.m. and 10:00 p.m. Employees who have their daily hours of work varied pursuant to this paragraph shall not be required to work a split shift while performing such duties.

C. Non-Standard Hours of Work

The following positions shall work any eight (8) consecutive hours per day (exclusive of lunch) on any five (5) consecutive days, Monday to Sunday, with two (2) consecutive days of rest except when required to change work weeks.

Water

One (1) Senior Maintenance Worker - Utilities
Four (4) Maintenance Workers - Utilities

Sewers

One (1) Working Foreman - Utilities
One (1) Maintenance Worker - Utilities

SCHEDULE "B" (cont'd)NOTES (cont'd)Drainage

One (1) Senior Maintenance Worker - Utilities
Two (2) Maintenance Workers - Utilities

Roads

Four (4) Maintenance Workers - Utilities
One (1) Utility Equipment Operator

Parks

Two (2) Park Attendants
Two (2) Trail Maintenance Workers
One (1) Cemetery Caretaker

D. Semi-Annual Increments

The following classes receive semi-annual increments:

Utility Equipment Operator
Parks Utility Equipment Operator.

E. Annual Increments

The following classes receive annual increments:

Working Foreman - Garage
Working Foreman - Pavements
Working Foreman - Roads
Working Foreman - Sewers
Working Foreman - Signs

F. Sewer Crews in Contact with Live Sewage

A premium of one dollar (\$1.00) per hour will be paid to employees while they are in direct contact with live sewage. (The Superintendent - Operations shall determine when this premium shall be paid.)

NOTES (cont'd)G. Underground Operations Employees - Required for Emergency Standby

The Employer agrees to give first consideration to those employees in the Branch volunteering to stand by to take call duty, providing a sufficient number of Branch employees have volunteered who are acceptable to the Superintendent. If no Branch employees, or an insufficient number of acceptable Branch employees have volunteered then the Superintendent may designate Branch employees to take such duty, or make up the difference as the case may be.

H. Spray Painting and Sand Blasting **

A premium of twenty-five cents (25¢) per hour will be paid to employees engaged in spray painting and sand blasting work.

I. Rented Equipment

When Outside Employees are required to operate rented equipment, they shall be paid the rate applicable to the particular piece of equipment as provided in the Agreement. If the Agreement does not provide an appropriate rate, then the rate paid shall be that rate established by the G.V.R.D. Labour Relations Department in accordance with the terms of the Job Evaluation Agreement as they relate to the establishment of pay rates for new positions, but with the criteria jurisdictions limited to the City of Vancouver, the City of Burnaby and the City of New Westminster.

J. Cemetery Labourers - Disinterring Bodies ***

Employees of the Cemetery Labour staff who are required to disinter bodies shall receive two (2) hours' pay per body in addition to regular pay.

K. Service Centre (Garage)

The work day for positions assigned to the Garage shall be eight (8) consecutive hours exclusive of forty-five (45) minutes for lunch between 7:00 a.m. and 10:00 p.m. The Garage shall operate on two week swing shifts.

L. Equipment Guide - Mobile Crane *

The following class of positions may be required to direct Crane Operators lowering material into excavations, manholes, grit chambers or in other situations where the Crane

NOTES (cont'd)

Operator's view is obstructed and shall be classified as Labourer III while performing such duties:

Labourer II - Equipment Guide

M. 4-Year Term Apprentices

Wage differentials shall be based upon the hourly wage rate for Tradesman II as follows, subject to the understanding that the rate for Labourer I shall constitute the minimum amount payable:

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

- * The definitions and practices followed by the City of Vancouver and the Canadian Union of Public Employees, Local 1004 shall be followed in the application of these premiums.
- ** The definitions and practices followed by both the City of Vancouver and its Board of Parks and Recreation and by the Canadian Union of Public Employees, Local 1004 shall be followed in the application of this premium.
- *** The definitions and practices followed by the City of Vancouver and the Canadian Union of Public Employees, Local 1004 shall be followed in the application of this premium, but shall be qualified to the extent necessary to take into account significant variations in operating procedures between the City of Coquitlam and the City of Vancouver.

SCHEDULE "C"

This is Schedule "C" referred to in
Article 8.2 of this Agreement

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. 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.

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

SCHEDULE "D"

This is Schedule "D" referred to in
Article 18 of this Agreement

COMPRESSED WORK WEEK

A. Principles Governing the Conversion of Employee Fringe Benefits in Cases of Introduction or Renewal of Compressed Work Weeks

It is expressly agreed that formulas related to compressed work week conversions are to be based upon the principle that any adjustment from a five-day week is to be accomplished with neither any additional salary or benefit cost to the Employer nor any reduction in the salaries or benefits received by the employees.

In the event that the parties to this Agreement mutually decide to extend the existing conversion of, or to convert the work week of the employees staffing the whole or a part of the 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. $260.89 \times 7 = 1826.23$, or $260.89 \times 7.5 = 1956.675$.
2. Basic annual general holiday hours shall be calculated as $11 \times$ daily hours as per the 5-day week; e.g., $11 \times 7 = 77$, or $11 \times 7.5 = 82.5$.
3. Account shall be taken of the difference in basic annual rest period allowances; e.g., $52.178 \text{ weeks} \times 5 \text{ days} \times 20 \text{ minutes} (=86.96 \text{ hours})$ in the case of the standard 5-day week; $52.178 \times 4 \times 20 \text{ minutes} (=69.57 \text{ hours})$ in the case of the 4-day week; and $52.178 \times 4.5 \times 20 \text{ minutes} (=78.27 \text{ hours})$ in the case of the 9-day fortnight.
4. Employees shall have at least two of their days off in any week consecutive, and such days off shall for purposes of Overtime pay be deemed to be the "first scheduled rest day" and the "second scheduled rest day". Pay for any work on the third day off in any week shall be in accordance with normal daily overtime rates.
5. For the purposes of Overtime pay on scheduled working days, normal daily working hours and the normal work week shall be considered to be those lengths of time established by the parties pursuant to paragraph 8 herein.

6. Annual Vacation entitlement and all credits for Deferred Vacation, Sick Leave and Gratuity benefits shall be converted from working days to working hours by multiplying the numbers 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 the Collective Agreement to the contrary, an employee shall not receive pay for acting in a senior capacity where such employee has been temporarily required to accept the responsibilities and carry out the duties of the senior position because of the absence of the incumbent of that senior position due to the compressed work week.
8. In order to establish the length of the compressed work day and the compressed work week, the parties are to be governed by the principle that the basic annual working hours less basic annual general 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 shall decide how to deal with the matter of general holidays in accordance with one or other of the three following ways, and their decisions shall 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 general holiday occurs;
 - (b) Change days off during any week when a general holiday occurs in order that each employee shall work on 4 days in every week of the year with the sole exception being when Christmas Day and Boxing Day are observed in the same week in which case each employee shall work 3 days in that week and 5 days in the immediately preceding week;
 - (c) Have a compressed work day off with pay for each general holiday, and owe the Employer the difference in hours between the length of the compressed work day 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 "D"), the doubt shall be resolved by reference to the basic principle agreed upon by the parties, 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.

B. Compressed Work Week--Communications Operator/Police

The parties have agreed to amend the application of Item "K" in Schedule "A" so as to permit the class of positions of "Communications Operator/Police" to work a schedule developed on the concept of four (4) days on duty and four (4) days off duty in accordance with the following principles:

- (a) The work schedule for hours of work shall be based on an average of thirty-five (35) hours per week.
- (b) The work schedule shall be developed on the concept of four (4) days on duty and four (4) days off duty. It being understood that one adjustment day (additional day off) shall be scheduled every month and one-half.
- (c) The hours of work for each shift shall consist of ten (10) hours and thirty (30) minutes. These hours of work shall be inclusive of two eighteen (18) minute rest periods and exclusive of one and one-half (1½) hours for lunch. The standard shift shall be twelve (12) consecutive hours from eight a.m. (8:00 a.m.) to eight p.m. (8:00 p.m.), or four p.m. (4:00 p.m.) to four a.m. (4:00 a.m.), or eight p.m. (8:00 p.m.) to eight a.m. (8:00 a.m.).

Notwithstanding any Clause in this Collective Agreement, the City Manager may change the above standard shift schedule to provide for either the needs of the public or efficiency of operation. It is mutually agreed between the parties that the City Manager shall provide the Union with notice setting forth the intended changes and if the Union so desires, it shall, within thirty (30) calendar days of such notice, discuss and provide explicit reasons against the changes to the City Manager for consideration.

- (d) It is agreed that arrangements for the conversion of fringe benefits from a five-day week basis to the concept of four (4) days on duty and four (4) days off duty, shall be made in accordance with the principles set forth in Part A of Schedule "D".
- (e) The four (4) days on duty and four (4) days off duty schedule shall commence on a date to be determined on the agreement of both parties.
- (f) This Agreement shall be viewed by both parties as a trial arrangement and either the City or the Union may terminate it by stating in writing that the work schedule revert to that which was in effect prior to implementation of this Agreement. Any reversion shall occur no later than thirty (30) calendar days after receipt of such statement by the other party.

- (g) It is understood and agreed between the parties that the intent of the Memorandum of Agreement is that no lesser or no greater advantage shall result from the trial arrangement.

- (h) It is agreed with respect to any differences between the parties, and particularly with respect to any disputes between individual employees and the Administrative Officer-Police Department, regarding matters arising in general out of implementation and administration of this Memorandum of Agreement that any such differences or disputes shall be referred in the first instance to a joint committee comprising the Union President and the Director of Human Resources. It is agreed that such reference shall be considered a prerequisite to the filing of any grievances. It is agreed that any settlement with respect to such differences or disputes must be consistent with the provisions of the Collective Agreement for those classes of positions that are seven (7) hours a day, thirty-five (35) hours a week. It is further agreed that the implementation and administration of this Memorandum of Agreement, or consequent reversion, shall be of no additional cost to the City.

SCHEDULE "E"

This is Schedule "E" referred to in
Article 18 of this Agreement

BENEFITS AND WORKING CONDITIONS FOR AUXILIARY EMPLOYEES

Effective 1978 December 31 at 11:59 p.m., the provisions contained in this Schedule "E" shall replace all existing provisions which are in conflict with those contained in this Schedule "E".

1. Access to each Auxiliary Seniority Pool will be extended to all Auxiliary Employees upon the conditions set forth in paragraphs 2-12 inclusive.
2. As soon as an Auxiliary Employee has worked 1200 hours within two consecutive calendar years, such employee will gain entry onto the Auxiliary seniority list in his or her jurisdiction, and will be deemed to possess seniority.
3. 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.
4. 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.
5. An Auxiliary Employee's seniority will be lost as the result of a break in service with the Employer which exceeds one year.
6. 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.
7. In the event of a layoff of Auxiliary Employees within a class (whether the layoff takes place within a program, a geographical area or across the entire bargaining unit) those employees having greatest seniority within the class within each Department shall be the last ones laid off.
8. Other than as might be provided for pursuant to the terms of paragraph 7 herein, no Auxiliary Employee shall have the right to bump another employee after having been laid off.

9. An Auxiliary Employee having class seniority, and having been laid off, must, if the employee wishes to be considered for future Auxiliary employment, elect to register with the Employer for future Auxiliary employment in which case such employee will be given preference in hiring for future vacancies within various classes on the basis of the employee's class seniority.
10. Registration for future Auxiliary employment will be made upon a standard form which will be signed and dated by the applicant and which will state the classes within which the applicant would be willing to accept a position. The completed form will be signed and dated by an authorized representative of the Employer, and both the applicant and the Union will be provided with a copy by way of receipt.
11. When an Auxiliary Employee who has attained class seniority, who has been laid off, and who has registered for future Auxiliary employment, also registers a desire to be taken into consideration for Auxiliary work in a class for which the employee does not possess class seniority, the employee shall be taken into consideration for appointment to a position within such new class on the basis of such employee's skills, knowledge and ability, and in any case where there is no registered applicant possessing seniority in the new class in question, and where such employee's skills, knowledge and ability are sufficient so as to render the employee qualified, then
 - (i) if the Auxiliary Employee is the only registered and qualified applicant, the employee shall be appointed to the said position.
 - (ii) if the Auxiliary Employee is one of several registered and qualified applicants, the appointment to the said position shall be based on their relative skills, knowledge and ability, and if their skills, knowledge and ability are considered to be equal, then the registered and qualified applicant possessing the greatest total Auxiliary seniority with the Employer, shall be appointed.
12. Auxiliary pool seniority may be exercised commencing at 11:59 p.m. on 1978 December 31.
13. (1) Payment in Lieu of Benefits for Auxiliary Employees

Auxiliary Employees shall be paid an amount equal to 12% of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay, provided however, that those Auxiliary Employees who have gained entry onto the Auxiliary Seniority list shall have such pay in lieu of benefits increased to 16% of their regular earnings. No other benefits shall be provided to Auxiliary Employees unless expressly stated in this paragraph 13.

An Auxiliary Employee who has been employed full-time for more than six (6) continuous weeks shall commence on the first day of the seventh (7th) week, for the duration of full-time employment, to be designated as Temporary Full-Time. Upon being converted to Temporary Full-Time the employee shall cease to qualify for a percentage in lieu of benefits and commence serving the eligibility period for provisions applicable to Temporary Full-Time Employees.

- (2) A general holiday will be treated as a normal working day for all Auxiliary Employees. Thus, an employee who works on a general 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 general holiday will not receive any pay or compensating time off in lieu of the holiday.
- (3) Normal daily and weekly hours shall be deemed to be 8 and 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)
 - (a) 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.
 - (b) 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.
- (5) None of the negotiated provisions in the 1977 Collective Agreements permitting employees to work other than the normal work week, shall be disturbed by the provisions of paragraph (4) herein.
- (6) Overtime rates will be paid on the following basis to all Auxiliary Employees:
 - (i) Time and one-half for the first 4 hours worked in excess of the normal daily hours in a day;

- (ii) Double time for hours worked beyond 4 in excess of the normal daily hours in a day;
 - (iii) In any case where an employee has already performed work on five days during the week, time and one-half for any hours worked prior to 12:00 noon on the sixth day of work in that week, double time for hours worked after 12:00 noon on the sixth day, and double time for all hours worked on the seventh day of work in that week.
- (7) No shift differential premiums will be paid to Auxiliary Employees unless they are relieving full-time employees on shifts that would otherwise carry such premiums.

SCHEDULE "F"

This is Schedule "F" referred to in
Article 18 of this Agreement

BENEFITS AND WORKING CONDITIONS FOR REGULAR PART-TIME EMPLOYEES

Effective 1978 December 31 at 11:59 p.m., the provisions contained in this Schedule "F" shall replace all existing provisions which are in conflict with those contained in this Schedule "F".

1. Benefits and % in Lieu for Regular Part-Time Employees

- (a) A Regular Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:
- (1) a payment of 10% of regular earnings in lieu of vacation and public holiday pay;
 - (2) Medical, Extended Health, Group Life and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay 100% of the premium for Medical;
 - (3) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time Employees; and
 - (4) WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (b) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (a), the employee's current service shall count towards the benefit eligibility periods.

Where a Regular Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph (a), the benefit

coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (c) commencing on the first of the month following the expiry of the benefit coverage.

- (c) All Regular Part-Time Employees not covered by paragraph (a) shall be paid an amount equal to 12% of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay, provided however, that those Regular Part-Time Employees who have worked the equivalent of six (6) months shall have such pay in lieu of benefits increased to 16% of their regular earnings and shall be eligible for the benefits contained in paragraph (d) below.
 - (d) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Bereavement Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the 10%, 12%, or 16% of regular earnings when on unpaid leave of absence.
 - (e) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this paragraph 1.
2. A general holiday will be treated as a normal working day for all Regular Part-Time Employees. Thus, an employee who works on a general 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 general holiday will not receive any pay or compensating time off in lieu of the holiday.
 3. 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.
 4. Overtime rates will be paid on the following basis to all Regular Part-Time Employees:
 - (a) Time and one-half for the first 4 hours worked in excess of the normal daily hours in a day;
 - (b) Double time for hours worked beyond 4 in excess of the normal daily hours in a day;

SCHEDULE "F" (cont'd)

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

SCHEDULE "G"

This is Schedule "G" referred to in
Article 18 of this Agreement

EMPLOYMENT STANDARDS ACT PRINCIPLES

The parties agree that the following principles are implicit in and form part of the terms of the Collective Agreement:

- (1) That, except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout and Non-Standard Work Week provisions) employees shall have not less than 8 consecutive hours free from work between each shift worked and not less than 32 consecutive hours free from work between each week. Where an employee is required to work within the 8 or 32 hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.
- (2) That where an employee works a split shift, the shift shall be completed within 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 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 5 consecutive hours without an unpaid eating period.

SCHEDULE "H"

This is Schedule "H" referred to in
Article 18 of this Agreement

1977 NEGOTIATIONS

The following is item 24 of the Memorandum of Agreement dated 1977 June 14:

24. JOB TRAINING

Effective 1977 June 14, both parties agree to the principle of Job Training programs. The details and implementation of employee training programs designed to improve employee effectiveness shall be the topic for local discussions.

1981 NEGOTIATIONS

The following is item 13 of the Memorandum of Agreement dated 1981 April 30:

13. HANDICAPPED WORKERS

Within the limitation imposed by the Employers' unwillingness to create unnecessary work, each individual Employer is willing to make every conceivable effort in cooperation with its Union in order to provide opportunities for older, partially disabled or otherwise handicapped employees to retain employment.

1991 NEGOTIATIONS

The following items are from the Memorandum of Agreement dated 1992 March 11:

1. EMPLOYEE ASSISTANCE PROGRAM

The Employer and the Union agree to use the Delta/CUPE 454 Employee Assistance Program as the framework to jointly develop and establish an Employee Assistance Program during the term of the new Collective Agreement as discussed between the Employer and the Union including confidentiality, extent of coverage for employees and their immediate dependants, and a committee to review the Program usage, limitations, and other sources of funding. The Employer shall pay sixty percent (60%) of the cost of the Program to a maximum of \$10,000 each year and the Union shall pay forty percent (40%) of the cost to a maximum of \$6,667 each year. The parties agree to review the maximums each year.

2. JOINT COMMITTEE - LAYOFF AND RECALL

As soon as possible following 1992 April 09, a Joint Committee shall be established to review and discuss changes to the Layoff and Recall provisions. The Joint Committee shall consist of not more than three (3) representatives of the Union and not more than three (3) representatives of the Employer.

The Committee shall report its findings and any recommendations to respective bargaining committees for the renewal of the next Collective Agreement. Where a recommendation is approved by the principals of both parties, such recommendation may be implemented prior to the next round of collective bargaining.

2000-2002 NEGOTIATIONS

The following is item 18 from the Memorandum of Agreement dated 2000 September 08:

18. Bargaining Unit Exclusions

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to exclude the following positions:

- Human Resources Information Systems Specialist;
- Administration/Operations Supervisor (RCMP).

2003-2006 NEGOTIATIONS

The following items are from the Memorandum of Agreement dated 2003 June 27:

1. Auxiliary Committee

The Employer and the Union agree to establish a Joint Committee consisting of not more than four (4) representatives of the Employer and not more than four (4) representatives of the Union to review the issue of scheduling of Auxiliary Employees. The Committee shall report its findings and recommendations by 2004 June 30 to their respective principals. Such recommendations may be implemented by mutual agreement of the parties.

2. Job Evaluation Committee

The Employer and the Union agree to establish a Joint Committee consisting of not more than four (4) representatives of the Union (including a representative from CUPE

National) and not more than four (4) representatives of the Employer (including representatives from the GVRD Labour Relations Department) to discuss the development and implementation of a new Job Evaluation system.

The Committee shall report its findings and recommendations by 2004 December 31 or such later date as mutually agreed, to their respective principals. Where a recommendation is approved and ratified by the principals of both parties, such recommendation may be implemented during the term of the Agreement.

3. Bargaining Unit Exclusions

Effective 2003 July 21, the Employer and the Union agree to exclude the following positions: Payroll Supervisor and Municipal Accountant, and delete them from Schedule "A".

4. Benefits Committee

The Employer and the Union agree to establish a Joint Benefits Committee consisting of not more than three (3) representatives of the Union and three (3) representatives of the Employer (including a representative of the GVRD Labour Relations Department).

The Committee shall meet as often as necessary to study, review and discuss potential changes to Health and Welfare Benefits, Sick Leave Plans, and Long Term Disability. It is understood by both parties that any restructuring of benefits is to be done on a cost-neutral basis.

The Committee shall report its findings and recommendations by 2004 December 31 to their respective principals. Such recommendations may be implemented by mutual agreement of the parties.

5. Flexible Scheduling Committee

The Employer and the Union agree to establish a Joint Committee consisting of not more than four (4) representatives of the Employer and not more than four (4) representatives of the Union to discuss the issue of Flexible Scheduling for employees. The Committee shall report its findings and any recommendations by 2004 June 30 to their respective principals. Such recommendations may be implemented by mutual agreement of the parties.

SCHEDULE "I"

This is Schedule "I" referred to in
Article 18 of this Agreement

LETTER OF UNDERSTANDING

between

THE CITY OF COQUITLAM
(hereafter called the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 386
(hereinafter called the "Union")

STREET SWEEPER SHIFT

For as long as this Letter of Understanding remains in effect, the Employer and the Union agree to amend Schedule "B", B(i), of the 1988-1990 Collective Agreement to allow for Street Sweeper hours of work to extend to 11:30 p.m. instead of 4:45 p.m.

The Employer agrees to establish a pool of qualified Sweeper Operators to be used on "special shifts". The Employer will establish a pool of qualified applicants by posting a notice to allow employees to apply to work on these special shifts. Up to six (6) qualified applicants will be selected to work an afternoon shift as required throughout the year. Thereafter, employees will be reaffirmed as eligible for the special shifts and additional postings will not be required unless there are insufficient operators in the pool. Upon completion of each assignment employees will be returned to their former position.

This Letter of Understanding shall remain in force until 1993 December 31 and shall remain in force thereafter until either party serves ninety (90) calendar days' written notice to cancel it. Upon expiry of the notice period the Employer and the Union shall be bound by Schedule "B", B(i), of the 1988-1990 Collective Agreement.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

"Malcolm Graham"

"Neil M. Bradbury"

"Richard M. Scott"

"C. Credico"

Dated: 1992 March 11

SCHEDULE "J"

This is Schedule "J" referred to in
Article 18 of this Agreement

LETTER OF UNDERSTANDING

between the

CITY OF COQUITLAM
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 386
(hereinafter called "the Union")

HOURS OF WORK

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

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

SCHEDULE "J" (cont'd)

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5. The Hours of Work Umpire shall evaluate whether the Union has been unreasonable in denying the Employer's request after considering the Employer's rationale for the proposal, the impact on the personal and family needs of any affected incumbent(s), and the Union's rationale for denying the request.
6. Decisions of the Umpire shall not be precedent setting and shall be made within fourteen (14) calendar days of the matter being heard.
7. The Hours of Work Umpire shall be selected from the following list on a rotating basis. Should an Umpire not be available or indicate they will not be able to meet the time limit, the next name on the list shall be selected.

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

SIGNED this 31st day of March, 1995.

ON BEHALF OF THE EMPLOYER:

"Susanne Haine"

"Malcolm Graham"

ON BEHALF OF THE UNION:

"B. Shields"

"Neil M. Bradbury"
