

2007 – 2011

COLLECTIVE AGREEMENT

between the

CITY OF RICHMOND

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 394
(RICHMOND PUBLIC EMPLOYEES)

www.richmond.ca

www.cupe394.ca

2007-2011
COLLECTIVE AGREEMENT
between the
CITY OF RICHMOND
and the
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 394
(RICHMOND PUBLIC EMPLOYEES)

TABLE OF CONTENTS

CLAUSE	PAGE
1. TERM OF AGREEMENT	1
2. UNION SECURITY	2
3. MANAGEMENT RIGHTS	2
4. REMUNERATION	2
4.1 Remuneration	2
4.2 Daily Guarantee	3
5. OVERTIME	3
6. COMPENSATING TIME-OFF	4
7. CALLOUT	5
8. STANDBY	6
9. MEAL BREAKS	7
10. FIRST AID PREMIUMS	8
11. VACATIONS	8
11.1 Vacations	8
11.2 Vacation Pay	9
11.3 Supplementary Vacations	10
11.4 Deferred Vacations	10
11.5 Early Retirement	10
12. PUBLIC HOLIDAYS	11
13. EMPLOYEE BENEFITS	13
13.1 Medical Service Plan	13
13.2 Extended Health Benefits	13
13.3 Dental Plan	14
13.4 Group Life Insurance	14
13.5 Same Sex Benefit Coverage	15
13.6 Sick Plan	15
13.7 Gratuity Pay	15

13.8	Workers' Compensation	16
13.9	Superannuation and Retirement Allowances	17
14.	WORKING CONDITIONS	17
14.1	Hours of Work	17
14.2	Promotional Policy	19
14.3	Rights Of Employees Promoted Out Of The Bargaining Unit	19
14.4	Probationary Period	19
14.5	Layoffs	20
14.6	Recall	20
14.7	Special Shifts and Allowances	21
14.8	Dirty-Pay Premiums	22
14.9	Job Postings	22
14.10	Individual Rights Protection	22
15.	GRIEVANCE PROCEDURE	23
15.1	Grievance Procedure	23
15.2	Wrongful Dismissal	24
16.	LEAVE OF ABSENCE	25
16.1	Leave of Absence Union Officials	25
16.2	Bereavement Leave	26
16.3	Jury and Witness Fees	27
16.4	Maternity and Parental Leave	27
17.	GENERAL PROVISIONS	30
18.	CLOTHING	31
19.	TOOL REIMBURSEMENT FOR MECHANICS	31
20.	CLASSIFICATION AND EVALUATION OF POSITIONS	32
21.	TECHNOLOGICAL CHANGE	32
22.	ACCESS TO OFFICIAL EMPLOYEE FILE	33
23.	INTERPRETATION	34
24.	CHANGES AFFECTING THE AGREEMENT	34
25.	OCCUPATIONAL HEALTH AND SAFETY COMMITTEE	34
26.	MISCELLANEOUS ITEMS	34

SCHEDULES

Schedule 'A'	General Wage Increases for 2007-2011 Collective Agreement	35
Schedule 'B'	Agreed Exceptions to Standard Hours and Workweek	39
Schedule 'C'	Temporary, Auxiliary & Part-Time Employees	41
Schedule 'D'	Regular and Supplementary Vacations Table	45
Schedule 'E'	Employment Standards Act Principles	47

LETTERS OF AGREEMENT

Letters of Agreement	48
Letter #1 –Relief Assignments	49
Letter #2 – Use of Auxiliary Workers	52
Letter #3 – Temporary Full Time Employee Procedures	55
Letter #4 – Patrollers	58
Letter #5 – Compressed Work Week	60
Letter #6 – 2010 Olympic and Paralympic Winter Games	62

**2007 - 2011
THIS AGREEMENT BETWEEN:**

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

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES', LOCAL 394
(hereinafter called the "Union")**

OF THE SECOND PART

WHEREAS the Employer is an employer within the meaning of the Labour Relations Code of British Columbia, 1992.

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

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

1. TERM OF AGREEMENT

- (a) This Agreement shall be for a term of five (5) years with effect from 2007 January 01 to 2011 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:
- (i) The Union can lawfully strike in accordance with the provisions of Part 5 of the Labour Relations Code; or
 - (ii) The Employer can lawfully lock out in accordance with the provisions of Part 5 of the Labour Relations Code; or
 - (iii) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement whichever is earliest.

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

2. UNION SECURITY

- (a) All present employees who are now members of the Union shall remain members of the Union. All persons employed on or after the first of January, 1967, shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union Dues and Assessments that all other members of the Union are required to pay to the Union.
- (b) It is agreed that all employees covered by this Agreement shall pay an initiation fee and a bi-weekly fee to the Union equal to the Union's bi-weekly dues; such payment to be made by payroll deduction. Deductions shall be made in respect of all subsequent pay periods, provided the employee works any part of the pay period. The Human Resources Division of the Employer will acquire the signature of new employees on Union Application for Membership and Dues Deduction Authorization Cards at the same time as the employee signs the various employment forms. These arrangements shall remain in effect for so long as the Union remains the recognized bargaining authority.

3. MANAGEMENT RIGHTS

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this Agreement.

4. REMUNERATION

4.1 Remuneration

- (a) The schedules of wages and salaries marked with the letter 'A' and attached to this Agreement shall prevail and govern during the term of this Agreement.
- (b) Pay day shall be every second Friday. In the event of a holiday falling on that day, the day previous to such holiday shall be the payday. Employees shall be paid by direct deposit.
- (c) If it becomes necessary to engage an employee in a class not provided for by the Wage Schedule, the salary to be paid shall be determined in accordance with the procedure set forth in the Richmond Joint Job Evaluation Plan, and the position processed as outlined in Clause 14.9 - Job Postings.

(d) **Acting in Senior Capacity:**

When an employee is temporarily assigned by the manager or appointed delegate to perform the duties of a higher rated class, the employee shall be paid the rate of pay for the higher rated class for the time spent performing such duties. An employee who acts in a higher-rated class for four (4) or more regular hours in a day shall be paid the higher rate for the entire regular day.

- (e) Individual pay adjustments arising from periodic increments, reclassifications, revaluations and promotions (but not for 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.

4.2 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 employee's 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 employee's 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).

5. 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 if an oral or written notice is given prior to the end of the employee's previous shift;
 - (iii) at any other time than at the times set forth in items (a)(i) or (a)(ii) of this Clause 5 if an oral or written notice is given prior to the end of the employee's previous shift except as otherwise provided in Clause 12.

- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for overtime work at the following overtime rates:
 - (i) overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day is to be cumulative and paid at the rate of time and one-half the standard rate of pay for the first two (2) hours of overtime worked and double the standard rate of pay for all overtime in excess of the first two (2) hours worked;
 - (ii) double the standard rate of pay for all overtime worked at any other time than at the times set forth in item (i) of Clause 5(b). Employees shall be paid a minimum of one and one-half (1 ½) hours at double time for overtime worked according to this paragraph (b)(ii).
- (c) It is agreed that the Employer will establish lists of employees who are qualified to perform various kinds of work, and will utilize such lists when employees are required for overtime and call-back work by strict rotation of opportunities for such work. Any problems in this regard will be discussed at the local Labour/Management committee level.
- (d) Operators of designated heavy duty equipment shall receive, if applicable, up to one (1) hour per day at time and one-half in excess of their regular shift if that equipment requires maintenance and servicing on site by that operator.

6. COMPENSATING TIME-OFF

- (a) When employees are required to work overtime, they elect at the time of working such overtime, whether to be paid for it or to receive compensating time in lieu.
- (b) 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 credited compensating time off at the pay rate or rates in effect at the time the overtime in question was worked.
- (c) All compensating time off credited during a particular calendar year, but which has not been granted to an employee by December 31st of that year, shall be paid in cash at that time at the pay rate or rates in effect at the time the overtime in question was worked.
- (d) Provincial Emergency Program Exception:

Notwithstanding the aforementioned paragraph (a), if any overtime payment is earned as a result of work performed for which the City has initiated a Provincial Emergency Program (PEP) task number, the employee must receive payment for

such work. Should an actual PEP claim not be submitted or not be approved, a regular full-time employee may have the process reversed for that incident; that is, the employee must reimburse the City for the full amount of the overtime payment in exchange for compensating time in lieu. Reversal will occur only if written authorization of such action is provided to Payroll by the employee within the payroll period immediately following the date notice is provided to the employee such claim has not been submitted or not approved.

7. CALLOUT

- (a) A Regular Full-Time Employee or a Temporary Full-Time Employee who is called back to work by the Employer at any time after completion of a regular shift shall be paid at the rate of double the employee's normal rate of pay for the time actually worked. This does not apply 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 5 (Overtime).

In addition to the above noted payment, the employee shall also be paid one (1) hour at double the employee's normal rate of pay for traveling time to and from home. Except as otherwise provided in paragraph (b), a Regular Full-Time Employee or a Temporary Full-Time Employee who is called back to work under this Clause 7 (Callout) shall be paid a minimum of three (3) hours at double the employee's normal rate of pay (the minimum includes one (1) hour for travelling time).

- (b) If, after a callout, an additional call or calls are made upon the Regular Full-Time Employee or Temporary Full-Time Employee before the expiry of the minimum three (3) hour period or before arrival home, whichever shall last occur, the additional call or calls shall not qualify the employee for an additional minimum three (3) hour period or periods but the employee shall be paid at double the employee's normal rate of pay for the time actually worked and an additional one (1) hour at double the employee's normal rate of pay for traveling time to and from home. Where two (2) separate calls are completed by a Regular Full-Time Employee or a Temporary Full-Time Employee within a three (3) hour period the employee shall be paid at double the employee's normal rate of pay for a minimum of four (4) hours (the minimum includes two (2) hours for traveling time).
- (c) For the purposes of this Clause 7 (Callout) a callout shall commence one-half ($\frac{1}{2}$) hour before actual commencement of work for which the Regular Full-Time Employee or Temporary Full-Time Employee was called back and terminate one-half ($\frac{1}{2}$) hour after actual completion of such work. The one-half ($\frac{1}{2}$) hour at the commencement and termination of the callout time is the traveling time allowed the employee hereunder.

- (d) Notwithstanding the callout minimum, an employee who is at the work place prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.
- (e) Receipt of After-Hours Telephone Calls
 - (i) An employee who has been authorized by the Employer to receive a telephone call and/or a page while off duty, and is able to deal with the problem over the telephone or by computer and does not have to report to a worksite, shall be paid one (1) hour's pay at double the employee's regular rate of pay. Multiple telephone calls/pages within a one (1) hour period will be treated as one (1) event for the purpose of pay. Consecutive events lasting more than one (1) hour will be paid for actual time worked. An employee will not be eligible for this form of callout should a return to the worksite callout (Article 7(a), above) result from the issue being discussed. The Employer will produce a list of employees authorized to get calls while off duty and not on standby.
 - (ii) Notwithstanding Article 7(e) (i), above, employees in receipt of standby pay as per Article 8 are eligible for this form of callout on a modified basis because of the expectation of problems to be relayed by telephone calls/pages. Employees who are able to deal with the problem over the telephone or by computer shall be paid one-half (1/2) hour's pay at double the employee's regular rate. Multiple telephone calls/pages within a one (1) hour period will be treated as one (1) event for the purpose of pay and consecutive events lasting more than one hour will be paid for actual time worked. An employee will not be eligible for this form of callout should a return to the worksite callout (Article 7(a), above) result from the issue being discussed.

8. STANDBY

- (a) Employees who stand by between the end of the normal day shift on the first day of work in a week (excluding public holidays) until the beginning of normal day shift on the last day of work in a week shall be paid one hour's pay for each period of eight (8) hours standing-by, in addition to callout pay as earned.
- (b) For all standby on public holidays and weekends, one (1) hour's pay for each period of six (6) hours standing-by, in addition to callout pay as earned.
- (c) Where a period of standby exceeds an exact multiple of the eight (8) hours referred to in 8(a) above, or the six (6) hours referred to in 8(b) above, the balance shall be paid as follows:

- (i) one-half ($\frac{1}{2}$) hour standby pay for periods of half or less than half of the full period;
- (ii) one (1) hour standby pay for periods of more than half of the full period;
- (d) All standby will be paid at the employee's classified rate of pay.

9. MEAL BREAKS

- (a) Employees shall receive meal break provisions as follows:

- (i) During Overtime

Upon completion of two (2) continuous hours of overtime work immediately preceding or immediately following an employee's regular shift, the employee becomes entitled to a paid meal break of a one-half ($\frac{1}{2}$) hour. If the overtime work is to exceed the two continuous hours, the Employer may permit the meal break to be started at any time within the two (2) hour period, but no later than the end of two (2) hours. This clause does not apply in an emergency.

- (ii) During Callouts and Pre-scheduled Overtime

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

- (iii) During Overtime, Callouts and Pre-scheduled Overtime

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

- (b) For each meal break given to an employee under Clause 9(a)(i), (ii), or (iii) the employee shall be paid one-half ($\frac{1}{2}$) hour of pay at double the employee's regular rate of pay.
- (c) Where by reason of an emergency it is not feasible to give a meal break at the designated time under Clause 9(a)(i), (ii) or (iii), it shall be taken as soon as practicable and in addition the Employer shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal break.

10. FIRST AID PREMIUMS

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

	Full-Time Employees	Regular Part-Time & Auxiliary Employees
OFA Level II	\$125 per month	80¢ 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.

A First Aid room will be provided and maintained at the Works Yard. A designated First Aid attendant will be available and paid the designated premium during all working hours.

11. VACATIONS

11.1 Vacations

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

- (a) Employees leaving the service of the Employer during their first calendar year of employment shall be granted vacation pay in accordance with the Employment Standards Act.
- (b) In the first calendar year of service, vacation will be granted on the basis of one twelfth (1/12th) of fifteen (15) working days for each month, or portion of a month greater than one-half (½) worked by December 31st.
- (c) Fifteen (15) working days during, the second up to and including the seventh calendar year of service.
- (d) Twenty (20) working days during the eighth up to and including the fifteenth calendar year of service.
- (e) Twenty-five (25) working days of annual vacation during the sixteenth (16th) up to and including the twenty-third (23rd) calendar year of service.
- (f) Thirty (30) working days of annual vacation during the twenty-fourth (24th) and all subsequent calendar years of service.
- (g) Employees who leave the service of the Employer shall receive vacation for the calendar year in which termination occurs, on the basis of one-twelfth (1/12th) of

their vacation entitlement for that year for each month greater than one-half (½) worked to the date of termination.

- (h) Employees being accorded holidays under subsections (a) and (b), shall be paid at the rate of four per centum (4%) of their gross earnings, or on the basis of the number of days for which they are eligible, whichever is greater.
- (i) Any permanent employee who has not selected a vacation period prior to March 1st will not have any seniority rights with regards to being given preferential treatment in selecting a vacation period over other employees with less seniority.
- (j) Subject to Section 11.4, all vacation allowance earned during a calendar year must be taken prior to March 31st of the following year.

PROVIDED THAT

- (1) "Calendar Year" for the purpose of this Agreement shall mean the twelve (12) month period from January 1st to December 31st inclusive.
- (2) In all cases of termination of service for any reason other than retirement on Superannuation or on attaining maximum retirement age, adjustment will be made for any over-payment of vacation.
- (3) Any regular employee:
 - (a) who has reached minimum retirement age as defined in the Pension (Municipal) Act and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said Act, or
 - (b) whose age and years of service with the Employer total eighty (80) years or more,

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

11.2 Vacation Pay

- (a) All employees other than those entitled to an annual percentage of earnings in lieu of vacation, will be paid during their annual vacations at their respective regular or classified rates of pay.
- (b) Where an employee's annual basic earnings exceeded their regular base rate earnings during a calendar year, a vacation pay lump sum adjustment will be made as soon as possible following December 31st. This calculation does not apply to overtime and any other premium payments not normally taken into account in the computation of annual vacation pay, nor to those employees entitled to an annual

percentage of earnings in lieu of vacation. This lump sum payment shall reflect the proportionate difference between the actual annual basic earnings and regular base rate earnings applied to the employees' annual vacation pay for the year in question, but shall not be paid in any case where the total amount payable is less than one dollar (\$1.00).

11.3 Supplementary Vacations

Each employee shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation to which there is entitlement under Clause 11.1:

Each employee upon commencing the eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service shall thereupon become entitled to five (5) working days of supplementary vacation.

It is understood between the parties that each employee shall become entitled to their supplementary vacation under this Clause 11.3 on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (For ease of explanation, Schedule 'D' is attached)

11.4 Deferred Vacations

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

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

PROVIDED HOWEVER that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 11.4 shall be twenty (20) working days.

11.5 Early Retirement

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

12. PUBLIC HOLIDAYS

- (a) Subject to the provisions of Clause 12(a) (i), below, all employees shall be entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day appointed by Council to be a civic holiday.
 - (i) An employee will be paid for Public Holidays only if the employee works the work day prior to and the work day after such a holiday, provided the employee is not sick, on compensation, on annual vacation, or on authorized leave of absence. In the event of an employee working in a higher rated position than the employee's regular position on the work day prior to a Public Holiday, then the employee shall be paid at the higher rate of pay for said holiday.

PROVIDED THAT:

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

SAVE AND EXCEPT THAT:

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

- (i) one (1) day's pay at the higher of the employee's regularly classified rate of pay or the higher rate of pay for acting in a senior capacity on the working day immediately preceding the holiday.
- (ii) a holiday with pay within the calendar year in which such public holiday falls, on any normal working day which immediately precedes or immediately follows one of the employee's normal rest

days or one of the public holidays hereinbefore defined in this paragraph 12(a).

- (2) in the case of an employee's termination of service for any reason, adjustment will be made for any overcompensation provided under paragraph (1)(b) herein.
 - (3) prior to the posting of any notice advising the employees of their entitlement under paragraph (1) herein, the Employer will afford the Union an opportunity to discuss the substance of the notice.
 - (4) notwithstanding receipt of a day's pay for a public holiday, it shall not be considered as time worked for the purpose of calculating overtime.
- (b) If an employee who has completed six (6) months' continuous service is laid off but re-employed within twelve (12) months of the date of such lay-off, such employee shall be entitled to the benefit of Clause 12(a) immediately upon such employment.
- (c) Except as otherwise provided in Clause 12(a) with respect to public holidays falling on a Saturday or a Sunday, if an employee whose duties normally require work on public holidays is required to work on any public holiday named in Clause 12(a) which falls on any day from Monday to Friday inclusive, then the employee shall be paid their regular pay for the holiday. In addition, the employee shall be given compensating time-off equivalent to one and one-half (1 ½) times the number of hours worked on the holiday.

If an employee is required to work on the day off given in lieu of a public holiday pursuant to the provisions of this Clause 12(c), then in lieu of such holiday the employee shall be paid their regular pay for the public holiday plus double the regular rates of pay for the hours worked on such day off. Time worked beyond eight (8) hours on the day off given to the employee in lieu of a public holiday shall be treated as overtime.

For the purpose of this Clause 12(c), a public holiday does not include a holiday designated by the Employer pursuant to Clause 12(a) unless the employee is entitled to that holiday with pay in lieu of a public holiday.

- (d) Whenever a public holiday defined in Clause 12(a) falls on a Saturday or Sunday and is observed on any day from Monday to Friday, the day on which such holiday is observed shall, for the purposes of those employees referred to in Clause 12(c), be deemed to be a public holiday and if such employees work on the Saturday or Sunday they shall not be entitled to public holiday premium pay for work on either of those days.

Notwithstanding anything contained in Clause 12(a) and Clause 12(c) prior to the beginning of any calendar year the Employer and the Union may agree that