

2007 - 2011

COLLECTIVE AGREEMENT

between the

CITY OF RICHMOND

and the

RICHMOND CIVIC EMPLOYEES' UNION, LOCAL 718

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THIS AGREEMENT BETWEEN:

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

OF THE FIRST PART

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

OF THE SECOND PART

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

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

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

1. TERM OF AGREEMENT

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

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

whichever is the earliest.

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

2. UNION SECURITY

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

3. EMPLOYEE DEFINITIONS

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

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

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

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

An Auxiliary Employee is any other employee.

4. REMUNERATION

- (a) The scale of remuneration set out in Schedule "A" shall apply during the term of this Agreement. Any changes in salary rates as outlined in Schedule "A", or changes in job classification, or, if it becomes necessary to engage an employee in a class not provided for in Schedule "A", the salary to be paid shall be determined in accordance with the procedure set forth in the Job Evaluation Agreement.
- (b) Pay periods shall be every second Friday. In the event of a holiday falling on that day, the day previous to such holiday shall be the pay day. Employees shall be paid by direct deposit.
- (c) Individual pay adjustments arising from periodic increments, reclassifications, revaluations and promotions (but not acting in a higher capacity) are to commence at the beginning of the bi-weekly pay period the first day of which is nearest the calendar date of the pay adjustment.
- (d) The hourly rates set forth in Schedule "A" shall be the basis for the application of any general salary increases. The formula for converting the hourly rates to bi-weekly and monthly rates is as follows:

$$\begin{array}{rcl} \text{hourly} & \times & \text{biweekly} \\ \text{rate} & & \text{hours} \end{array} = \begin{array}{l} \text{biweekly rate} \\ \text{(taken to 2 decimal places)} \end{array}$$

$$\frac{\text{biweekly rate} \times 26.089}{12} = \begin{array}{l} \text{monthly rate} \\ \text{(taken to the nearest dollar)} \end{array}$$

4.1 Daily Guarantee

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

5. HOURS OF WORK AND WORK WEEK

- (a) The hours of work for inside employees shall be as follows; Municipal Offices:- 8:15 a.m. to 5:00 p.m., Monday through Friday. Where necessary, certain employees may be required to commence work at 8:00 a.m. at the discretion of the Department Head. In any event, no employee shall be required to work more than 7¾ hours.

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

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

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

- (c) Arena personnel, seven and one-half (7½) hours per day with one (1) hour for lunch.
- (d) Counter Clerk - Police: Coverage required seven (7) days per week, as per mutually agreed schedule of working hours.
- (e) Dispatcher Clerks' hours, eight (8) hours per day.

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

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

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

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

- (f) In the event, an employee is required to work a shift other than regular day shift and where less than fifteen (15) clear hours elapse prior to cessation of work on the regular day shift and the commencement of work on the special shift, or where less than fifteen (15) hours elapse between the ending of the special shift and commencement of work on the regular shift, then such employee shall be paid double time until the fifteen (15) hours have elapsed.
- (g) Where a shift other than regular day shift is instituted, the shift shall be not less than seven (7) hours nor more than eight (8) hours, whichever are the normal and usual hours the employee affected is employed, and shall be consecutive hours in a twenty-four (24) hour period following the commencement of such

shift. Overtime rates shall apply when the employee works overtime within that twenty-four (24) hour period.

(h) Computer Services

Employees classified in technical computer positions such as:

Position Titles

- IT Security Analyst
- Business Systems Analyst
- Systems Coordinator
- Senior Network Analyst
- Database/Systems Administrator
- Website Coordinator
- Senior Microcomputer Applications Specialist II
- Business Systems Analyst
- Programmer-Analyst
- Telecommunications Coordinator
- Web Developer
- Supervisor of Operation
- User/Operations Support Assistant

May be required to adjust their start and stop times Monday to Friday inclusive. Employees may also be required to adjust their work week to include a Saturday and/or a Sunday. Employees will schedule their hours of work with the agreement of their manager or designate; where there is no agreement the Manager or designate shall set the schedule with a minimum of ten (10) calendar days' notice to the employee(s). Where employees flex their hours of work Clause 5(g) will be waived.

(i) Miscellaneous Shift Adjustments

Employees classified in the following operational positions may be required to adjust their stop and start times Monday to Friday inclusive. Employees may also be required to adjust their work week to include a Saturday and/or a Sunday. Employees will schedule their hours of work with the agreement of their manager or designate; where there is no agreement the manager or designate shall set the schedule with a minimum of ten (10) calendar days' notice to the employee(s). Where employees flex their hours of work Clause 5(g) will be waived.

Positions eligible for such shift adjustments are as follows:

Aquatic Maintenance Supervisor	PRCS
Recreation Leader	PRCS

- (j) The Parties recognize the “blocking system” was created to ensure an hours-of-work designation system that reflects the operational needs of the workplace. It is also recognized that operational needs change over time and that a defined process for review of blocking system designations would be of benefit to both parties.

Therefore the Parties agree to review, on a case by case basis, whether or not certain positions should be converted from inclusion in the blocking system to flexing the whole shift to specific hours of work as per the collective agreement. The Parties will discuss meet every three (3) months to jointly review:

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

The Employer agrees that classifications will not be designated as “flex” or “blocking” without the express written agreement of the Union.

6. SHIFT PREMIUMS

- (a) Effective July 26, 2007, except as otherwise noted in the Agreement, all employees shall be paid a shift differential of one dollar (\$1.00) for those hours of a regular shift worked between the hours of 6:00 p.m. and 6:00 a.m.

7. OVERTIME

- (a) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid at overtime rates for all overtime worked:
- (i) immediately following the employee's regular shift;
 - (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous shift;
 - (iii) at any other time than at the times set forth in items (a)(i) or (a)(ii) of this Clause 7(a) consequent upon an oral or written notice given prior to the end of the employee's previous shift except as otherwise provided in Clause 13.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for overtime work at the following overtime rates:

- (i) time and one-half the regular rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day;
- (ii) double the regular rate of pay for all overtime in excess of the first two (2) hours worked immediately preceding or immediately following an employee's regular shift on any regular working day;
- (iii) double the regular rate of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of Clause 7(b). Employees shall be paid a minimum of one and one-half (1½) hours at double time for overtime worked pursuant to this paragraph (b)(iii).

7.1 Compensating Time Off

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

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

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

8. CALLOUT

- (a) Callout is to be defined as being called back to work at any time following completion of a Regular Full-Time Employee's or a Temporary Full-Time Employee's regular shift except when pre-scheduled by notice provided prior to the end of the employee's previous regular shift which is defined as overtime in Clause 7.
- (b) A Regular Full-Time Employee or Temporary Full-Time Employee who is called back to work shall be paid double time for the time actually worked plus one (1) hour's allowance for traveling to and from home, with a minimum of three (3) hours' pay at double the rate of pay. (The minimum includes one (1) hour for traveling time.)
- (c) If additional calls are made upon the Regular Full-Time Employee or Temporary Full-Time Employee prior to the expiry of the three (3) hour period or prior to arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours minimum, but the employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for traveling to and from home. If two separate callouts are completed within a three (3) hour period, the minimum payment shall be four (4) hours at double the rate of pay. (The minimum includes two (2) hours for traveling time.)
- (d) Notwithstanding the callout minimum, an employee who is at the work place prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.
- (e) Receipt of After-Hours Telephone Calls:
 - (i) An employee who has been authorized by the Employer to receive a telephone call and/or a page while off duty, and is able to deal with the problem over the telephone or by computer and does not have to report to a worksite, the employee shall be paid one (1) hour pay at double the employee's regular rate of pay. Multiple telephone calls/pages within a one (1) hour period will be treated as one (1) event for the purpose of pay. Consecutive events lasting more than one (1) hour will be paid for actual time worked. An employee will not be eligible for this form of callout should a return to the worksite callout (Article 8(a) above) result from the issue being discussed. The Employer will produce a list of employees authorized to get calls while off duty and not on standby.
 - (ii) Notwithstanding Article 8 (e) (i) above, employees in receipt of stand-by pay as per Article 9 are eligible for this form of callout on a modified basis

because of the expectation of problems to be relayed by telephone calls/pages. Employees who are able to deal with the problem over the telephone or by computer shall be paid one-half hour pay at double the employee's regular rate. Multiple telephone calls/pages within a one (1) hour period will be treated as one (1) event for the purpose of pay and consecutive events lasting more than one hour will be paid for actual time worked. An employee will not be eligible for this form of callout should a return to the worksite callout (Article 8(a) above) result from the issue being discussed.

9. STANDBY

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

10. MEAL BREAKS

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

- (i) During Overtime

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

(ii) During Callouts and Pre-Scheduled Overtime

Upon completion of three and one-half (3½) continuous hours of callout work or pre-scheduled overtime work, an employee becomes entitled to a paid meal break of a one-half (½) hour which the Employer may permit to be started at any time within the three and one-half (3½) hour period but, except in an emergency, no later than the end of the three and one-half (3½) hours.

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

Upon the completion of each succeeding three and one-half (3½) continuous hours of callout work or overtime work, the employee shall be given another paid meal break of one-half (½) hour which, except in an emergency, shall be taken at the end of each three and one-half (3½) hour work period.

- (b) For each meal break given to an employee under Clause 10(a)(i), (ii), or (iii) the employee shall be paid one-half (½) hour of pay at double the employee's regular rate of pay.
- (c) Where by reason of an emergency it is not feasible to give a meal break at the designated time under Clause 10(a)(i), (ii), or (iii), it shall be taken as soon as practicable and in addition the Employer shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal break.

11. FIRST AID PREMIUMS

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

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

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

12. VACATIONS

- 12.1 Paid annual vacations for all persons covered by this Agreement shall be allowed as follows: Vacation days are based on hours worked in a position, i.e. fifteen (15) working days equals 105 hours for a thirty-five (35) hour work week; 112.50 hours for a thirty-seven and one-half (37½) hour work week; 120 hours for a forty (40) hour work week.
- (a) Employees leaving the service of the Municipality during their first calendar year of employment shall be granted vacation pay in accordance with the Employment Standards Act.
 - (b) In the first calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of fifteen (15) working days for each month, or portion of a month greater than one-half ($\frac{1}{2}$), worked by December 31st.
 - (c) Fifteen (15) working days 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 ($\frac{1}{12}$) of their vacation entitlement for that year for each month greater than one-half ($\frac{1}{2}$) worked to the date of termination.
 - (h) All vacation allowance earned during a calendar year must be taken prior to March 31st of the following year.
 - (i) Any permanent employee who has not selected their vacation period prior to March 1st will not have any seniority rights with regards to being given preferential treatment in selecting their vacation period over other employees with less seniority.

PROVIDED THAT:

- (1) "Calendar Year" for the purpose of this Agreement shall mean the twelve (12) month period from January 1st to December 31st, inclusive.

- (2) In all other cases of termination of service for any reason other than retirement on Superannuation or on attaining maximum retirement age, adjustment will be made for any over-payment of vacation.
- (3) Any regular employee:
 - (a) who has reached minimum retirement age as defined in the Pension (Municipal) Act and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said Act; or
 - (b) whose age and years of service with the Employer total eighty (80) years or more

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

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

12.2 Vacation Pay

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

12.3 Supplementary Vacation

Each employee shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation to which the employee is entitled under Clause 12.

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

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

12.4 Deferred Vacations

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

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

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

12.5 Early Retirement

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