

2021 - 2023

COLLECTIVE AGREEMENT

between the

THE CITY OF MAPLE RIDGE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

2021 - 2023
 COLLECTIVE AGREEMENT
 between the
THE CITY OF MAPLE RIDGE
 and the
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	<u>TERM OF AGREEMENT</u>	1
2	<u>RECOGNITION & BARGAINING AGENCY</u>	2
	2.01 Bargaining Agent	2
	2.02 No Other Agreements	2
3	<u>EXEMPTIONS</u>	2
4	<u>DEFINITIONS</u>	4
	4.01 Probationary Employees	4
	4.02 Regular Full-Time Employee.....	4
	4.03 Regular Part-Time Employee.....	4
	4.04 Part-Time Employee	4
	4.05 Temporary Full-Time Employee	4
	4.06 Auxiliary Employee	5
	4.07 Calendar Year	5
5	<u>MANAGEMENT RIGHTS</u>	5
6	<u>UNION SECURITY</u>	5
	6.01 Membership	5
	6.02 Access to Personnel Records.....	5
	6.03 Adverse Reports	5
	6.04 Review Letters of Reprimand	6
7	<u>CHECK-OFF OF UNION DUES</u>	6
8	<u>LABOUR MANAGEMENT RELATIONS</u>	6
	8.01 Representation.....	6
	8.02 Labour Management Committee.....	6
	8.03 Function of Labour Management Committee	6
	8.04 Representative of Canadian Union of Public Employees	7
	8.05 Meetings of Committee	7

TABLE OF CONTENTS (cont'd)

<u>ARTICLE</u>		<u>PAGE</u>
8	<u>LABOUR MANAGEMENT RELATIONS (cont'd)</u>	
	8.06 Time Off for Meetings	7
	8.07 Technical Information	7
9	<u>GRIEVANCE PROCEDURE AND ARBITRATION</u>	7
	9.01 Grievance Defined	7
	9.02 Grievance Procedure	8
	9.03 Time Limits	8
	9.04 Dismissal Grievances	8
	9.05 Arbitration	8
10	<u>SENIORITY</u>	9
	10.01 General	9
	10.02 Definition and Application of Seniority	9
	10.03 Seniority List	9
	10.04 Divisions	9
	10.05 Regular Full-Time Employee	10
	10.06 Regular Part-Time, Part-Time, and Auxiliary Employee	10
	10.07 Probationary Employee	11
	10.08 Temporary Full-Time Employee	11
	10.09 Retention of Seniority	11
	10.10 Loss of Seniority	12
	10.11 Special Projects of Limited Duration	12
	10.12 Temporary Full-Time Employee to Regular Staff	12
11	<u>PROMOTIONS AND STAFF CHANGES</u>	13
	11.01 Job Postings	13
	11.02 Information in Postings	13
	11.03 Recognition of Seniority	13
	11.04 Method of Making Appointments	13
	11.05 Trial Period	13
	11.06 Notification	14
12	<u>LAYOFFS AND RECALLS</u>	14
	12.01 Layoff Procedure	14
	12.02 On Layoff	14
	12.03 Recall Procedure	15
	12.04 Notice of Layoff	15
13	<u>HOURS OF WORK</u>	15
	13.01 Standard Work Day and Work Week	15
	13.02 Non-Standard Work Day	17

TABLE OF CONTENTS (cont'd)

<u>ARTICLE</u>		<u>PAGE</u>
13	<u>HOURS OF WORK (cont'd)</u>	
	13.03 Non-Standard Work Week.....	17
	13.04 Break Periods	17
	13.05 New or Vacant Positions	17
14	<u>SHIFT WORK AND SHIFT DIFFERENTIAL</u>	18
	14.01 Inside Employees.....	18
	14.02 Outside Employees.....	18
	14.03 Parks Employees	19
	14.04 Emergencies	19
	14.05 Police Services	19
	14.06 Recreation Complex	19
	14.07 Other Employees.....	19
	14.08 Posting of Shifts.....	19
	14.09 Hours Between Shifts	19
	14.10 Shift Differential	20
	14.11 Shift Preference.....	20
	14.12 Replacement Coverage	20
	14.13 Notification.....	20
	14.14 Right of Appeal.....	20
	14.15 Replaces Hours of Work.....	20
15	<u>OVERTIME</u>	21
	15.01 Overtime Rates.....	21
	15.02 Callout	21
	15.03 General Holidays	21
	15.04 Standby.....	21
	15.05 Lieu Time	22
	15.06 Provincial Emergency Program (Cost Recovery)	22
16	<u>GENERAL HOLIDAYS</u>	22
	16.01 Regular Employees.....	22
	16.02 Temporary Full-Time Employees.....	22
	16.03 On Saturday or Sunday.....	23
	16.04 Holiday Pay.....	23
	16.05 Holiday on Day Off	23
	16.06 Regular Part-Time, Part-Time, and Auxiliary Employees	23
17	<u>ANNUAL VACATIONS</u>	23
	17.01 Length of Service	23
	17.02 Other Employees.....	24
	17.03 Calendar Year	24
	17.04 Supplementary Week.....	24

TABLE OF CONTENTS (cont'd)

<u>ARTICLE</u>		<u>PAGE</u>
17	<u>ANNUAL VACATIONS (cont'd)</u>	
	17.05 Eligible for Added Vacation	24
	17.06 Vacation Schedule	24
	17.07 Vacation Preference	25
	17.08 General Holiday During Vacation	25
	17.09 Termination	25
	17.10 Proration and Recovery of Vacation Overpayment	25
	17.11 Vacation in Unbroken Period	25
	17.12 Approved Leave During Vacation	25
	17.13 Earnings Defined	26
	17.14 Vacation Accrual.....	26
18	<u>HEALTH AND WELFARE BENEFITS</u>	26
	18.01 Pension Plan	26
	18.02 Participation in Group Plans.....	26
	18.03 Medical Benefits.....	26
	18.04 Extended Health and Dental Care	26
	18.05 Group Life Insurance	27
	18.06 Cost Sharing.....	27
	18.07 Benefit Entitlement and Percentage in Lieu of Benefits	27
	18.08 Analysis of Tenders	28
	18.09 Same Sex Benefit Coverage.....	28
19	<u>SICK LEAVE PROVISIONS</u>	28
	19.01 Accrual.....	28
	19.02 Sick Leave Defined.....	29
	19.03 Sick Leave During Leave of Absence	29
	19.04 Extension of Sick Leave	29
	19.05 Deductions from Sick Leave	29
	19.06 Proof of Illness.....	29
	19.07 Sick Leave Records	29
	19.08 Family Illness	29
	19.09 Notification.....	30
	19.10 Sick Leave Subrogation.....	30
	19.11 Long Term Disability Plan	30
20	<u>SERVICE SEVERANCE PAY</u>	30
	20.01 Retirement	30
	20.02 Service Severance Paid to the Estate	31
	20.03 Effective Date	31
	20.04 Definitions	31
21	<u>LEAVE OF ABSENCE</u>	31
	21.01 For Union Business.....	31

TABLE OF CONTENTS (cont'd)

<u>ARTICLE</u>		<u>PAGE</u>
21	<u>LEAVE OF ABSENCE (cont'd)</u>	
	21.02 For Union Duties	31
	21.03 Bereavement Leave.....	32
	21.04 For Public Duties	33
	21.05 Mourner's Leave.....	33
	21.06 General Leave.....	33
	21.07 Jury or Court Witness Duty	33
	21.08 Maternity and Parental Leave	33
	21.09 Military Leave	35
	21.10 Benefit Provision During Leaves of Absence	35
22	<u>PAYMENT OF WAGES AND ALLOWANCES</u>	36
	22.01 Pay Days	36
	22.02 Equal Pay for Equal Work.....	36
	22.03 Daily Guarantee.....	36
	22.04 Acting Pay.....	37
	22.05 Acting Assignments in Exempt Positions.....	39
	22.06 Provisions for Meals and Rest Periods on Overtime.....	38
	22.07 Education Allowances	38
	22.08 Fees and Licenses	38
	22.09 Premium Pay – Raw Sewage	38
	22.10 Parks Litter/Garbage Collection Premium	39
	22.11 Premium Pay – Brushing	39
	22.12 Premium Pay – Snow Ploughing/Sanding/Salting	39
	22.13 Tradesperson 2 Tools	39
	22.14 Mechanic Tool Insurance	39
	22.15 First Aid Allowance.....	39
	22.16 Boot Allowance	39
	22.17 Clothing and Broken Tool Replacement Policies.....	40
	22.18 Mileage Allowance	40
	22.19 Time Sheets	41
	22.20 Market Adjustment	41
	22.21 Environment Operator Certificate Program.....	41
23	<u>JOB CLASSIFICATION AND RECLASSIFICATION</u>	42
	23.01 Job Descriptions	42
	23.02 Changes in Classification	42
	23.03 Reclassifications	42
24	<u>SAFETY AND HEALTH</u>	42
	24.01 Cooperation on Safety	42
	24.02 Union-Employer Safety Committee	42

TABLE OF CONTENTS (cont'd)

<u>ARTICLE</u>		<u>PAGE</u>
24	<u>SAFETY AND HEALTH (cont'd)</u>	
	24.03 Meetings of Committee	43
	24.04 Safety Measures	43
	24.05 No Disciplinary Action	43
	24.06 Investigation of Accidents	43
	24.07 Pay for Injured Employees	43
	24.08 Transportation of Accident Victims.....	43
	24.09 WorkSafeBC Claim.....	43
	24.10 Job Safety Orientation.....	44
	24.11 City Vehicles – Safety Checks	44
	24.12 Disclosure of Information.....	45
25	<u>TECHNOLOGICAL AND OTHER CHANGES</u>	45
26	<u>TRAINING PROGRAM</u>	45
27	<u>JOB SECURITY</u>	45
28	<u>GENERAL CONDITIONS</u>	46
	28.01 Proper Facilities	46
	28.02 Bulletin Boards	46
	28.03 Termination	46
	28.04 Indemnity	46
	28.05 Plural or Feminine Terms May Apply	46
	28.06 No Discrimination.....	46
29	<u>CONTINUATION OF ACQUIRED RIGHTS</u>	47
30	<u>CROSSING OF PICKET LINES DURING STRIKE</u>	47

SCHEDULES

<u>SCHEDULE "A"</u>	Inside Pay Grades	48
	Pay Grade Rates.....	53
	Outside Hourly Rates	55
	Parks and Recreation Hourly Rates	61
<u>SCHEDULE "B"</u>	Notes to Schedule "A"	62
<u>SCHEDULE "C"</u>	Supplementary Vacation Entitlement	68
<u>SCHEDULE "D"</u>	Residual Items	69

TABLE OF CONTENTS (cont'd)

	<u>PAGE</u>
<u>LETTER OF UNDERSTANDING</u> Re Employee Assistance Program Committee	70
<u>LETTER OF UNDERSTANDING</u> Re Work Assignments for Engineering Operations Truck Drivers.....	71
<u>LETTER OF UNDERSTANDING</u> Re Occupational First Aid – Level 2 – Lieu Time.....	72
<u>LETTER OF UNDERSTANDING</u> Re Payment of Shift Premium	73
<u>LETTER OF UNDERSTANDING</u> Re Workers in Children’s Services and Youth Services and Other Identified Positions in Recreation.....	74
<u>LETTER OF UNDERSTANDING</u> Re Job Sharing	78
<u>LETTER OF UNDERSTANDING</u> Re Non-Standard Hours of Work – RCMP Records Unit	82
<u>LETTER OF UNDERSTANDING</u> Re Employee-Funded Long Term Disability Plan.....	85
<u>LETTER OF UNDERSTANDING</u> Re Emergencies (Snow Removal only)	88
<u>LETTER OF UNDERSTANDING</u> Re Listing of Positions Excluded from Regular Part-Time Definition Under Article 4.03	90
<u>JOINT STATEMENT</u> Personal and/or Sexual Harassment.....	91
<u>TERMS OF REFERENCE</u> Re Aquatics Scheduling Review Committee	92
<u>LETTER OF UNDERSTANDING</u> Re Daily Guarantee for Recreation Host Attendant Classification.....	93
<u>LETTER OF UNDERSTANDING</u> Re Hours of Work for Building Services Supervisor	95
<u>LETTER OF UNDERSTANDING</u> Re Hours of Work for Bylaw Compliance Officer	97
<u>LETTER OF UNDERSTANDING</u> Re Shift Change Notification for Employees Working Under Notes J, K and Q Of Schedule B of The Collective Agreement.....	99
<u>LETTER OF UNDERSTANDING</u> Re Policy and Group Grievance Re: Part-Time and Auxiliary Employees’ Pension Contributions.....	101
<u>LETTER OF UNDERSTANDING</u> Re Benefits for Regular Part Time (RPT), Part Time (PT) and Auxiliary (Aux) Employees.....	103
<u>LETTER OF UNDERSTANDING</u> Re Article 22.03 (Daily Guarantee) Parks, Recreation & Culture Division – Aquatics-Slide Attendant	106

TABLE OF CONTENTS (cont'd)

	<u>PAGE</u>
<u>LETTER OF UNDERSTANDING</u> Re Work Week Positions of Supervisor 2 – Parks Maintenance and Park Attendant.....	107
<u>LETTER OF UNDERSTANDING</u> Re Tuesday to Saturday Work Week, Labourer Vacancy, Roads Division of the Operations Department	109
<u>LETTER OF UNDERSTANDING</u> Re Regular Part-Time Parking Officer Work Week.....	111
<u>LETTER OF UNDERSTANDING</u> Re Sunday to Thursday Work Week for Bylaw Compliance Officers .	112
<u>LETTER OF UNDERSTANDING</u> Re New Position – Water System Operator 1	114
<u>LETTER OF UNDERSTANDING</u> Re Work Week, Labourer Vacancy, Winter Graveyard Shift, Roads Division of the Operations Department	119
<u>LETTER OF UNDERSTANDING</u> Re Compressed Work Week for Bylaw & Community Safety Officers	121

This Agreement made and entered into on the 1st day of April 2021.

BETWEEN:

THE CITY OF MAPLE RIDGE
(hereinafter called "the Employer")

PARTY OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 622
Chartered by the Canadian Union of Public Employees and
affiliated with the Canadian Labour Congress
(hereinafter called "the Union")

PARTY OF THE SECOND PART.

WHEREAS it is the desire of both parties to this Agreement:

- (a) to maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- (c) to encourage efficiency in operation;
- (d) to promote the morale, well-being and security of all employees in the bargaining unit of the Union;

WHEREAS it is now desirable that methods of bargaining and all matters pertaining to working conditions of the employees be drawn up in an Agreement;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 – TERM OF AGREEMENT

This Agreement shall be for the period from and including April 1st, 2021 to and including March 31st, 2023, and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement (March 31st, 2023) or immediately preceding the last day of March in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

- (1) the Union shall give notice to strike (or until the Union goes on strike); or
- (2) the Employer shall give notice of lockout (or the Employer shall lock out its employees); or
- (3) the Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement;

whichever is the earliest.

It is understood and agreed between the Parties that the operation of subsection (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 2 – RECOGNITION & BARGAINING AGENCY

2.01 Bargaining Agent

The Employer recognizes the Canadian Union of Public Employees, Local No. 622, as the sole and exclusive collective bargaining agency for all of its employees save and except those excluded by the Labour Relations Code of British Columbia and Article 3 and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

2.02 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or the employee's representative which may conflict with the terms of this Collective Agreement.

ARTICLE 3 – EXEMPTIONS

"Employee" shall mean a person who is an "Employee" as defined within the appropriate legislation in the Province of British Columbia and shall specifically exclude persons in the following positions:

- Assistant Fire Chief
- Chief Administrative Officer
- Chief Building Officer
- Chief Information Officer
- Communications Coordinator
- Corporate Officer
- Deputy Corporate Officer

Deputy Director of Finance
Deputy Fire Chief
Director of Bylaw and Licensing Services
Director of Economic Development
Director of Engineering Operations
Director of Engineering Services
Director of Finance
Director of Planning
Director of Recreation & Community Engagement
Director of Parks & Facilities
Executive Assistant
Executive Director, Human Resources
Facilities Operations Manager
Fire Chief
General Counsel and Executive Director, Legislative Services
General Manager Corporate Services
General Manager Engineering Services
General Manager Parks, Recreation and Culture
General Manager Planning and Development
Health and Safety Specialist
Human Resources Advisor
Human Resources Associate
Human Resources Coordinator
Human Resources Manager
Manager Business Operations
Manager of Business Solutions
Manager of Community Planning
Manager of Community Social Safety Initiatives
Manager of Corporate Communications
Manager of Community Planning & Consultation
Manager of Design & Construction
Manager of Development & Environmental Services
Manager of Infrastructure and Security Services
Manager of Infrastructure Development
Manager of Inspection Services
Manager of Parks Planning & Operations
Manager of Parks Services
Manager of Permit Services
Manager of Procurement
Manager of Revenue & Collections
Manager of Transportation
Manager Utility Engineering
Payroll Coordinator
Policy Coordinator
Program Manager, Corporate Planning and Consultation
Property Manager
Recreation Manager
Senior Human Resources Manager
Senior Manager of Police Services

Senior Payroll Coordinator
Senior Planner
Senior Project Engineer
Superintendent Electrical Mechanical
Superintendent Roads and Fleet
Superintendent Sewerworks
Superintendent Waterworks

ARTICLE 4 – DEFINITIONS

4.01 Probationary Employees

"Probationary Employee" shall mean a person serving an initial probation period of six (6) calendar months from date of hire to determine suitability for employment as a "Regular Employee". Such period of time may be extended by mutual consent of the parties hereto. Notwithstanding the provisions contained in this section, Regular Part-Time, Part-Time, and Auxiliary Employees are required to put in the equivalent in hours of a Regular Full-Time Employee with respect to the probationary period. It is understood that an employee shall only serve one probation period. See Article 10.12 regarding Temporary Full-Time Employees.

4.02 Regular Full-Time Employee

"Regular Full-Time Employee" means an employee who is employed on a full-time basis for thirty-five (35), forty (40) or such other number of weekly hours as is recognized in this Agreement as normal for a particular class of positions for an indefinite period of time.

4.03 Regular Part-Time Employee

"Regular Part-Time Employee" means an employee who is employed on a part-time basis for a minimum of fifty percent (50%) of full-time hours for the classification per week on average in one position for an indefinite period of time excluding those positions listed in the Letter of Understanding – Listing of Positions Excluded from Regular-Part Time Definition under Article 4.03.

4.04 Part-Time Employee

"Part-Time Employee" means an employee who is employed to work less than the standard work day or standard work week which may be on an ongoing basis or for a definite and limited period of time but which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring.

4.05 Temporary Full-Time Employee

"Temporary Full-Time Employee" means an employee who is employed on a full-time basis for thirty-five (35), forty (40) or such other number of weekly hours as is recognized in this Agreement as normal for a particular class of positions, for a definite and limited period of time (which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring) not to exceed six (6) calendar months, except for maternity and parental leave. At the

time of hiring, a Temporary Full-Time Employee shall receive notice in writing from the Employer which includes the nature and expected duration of their employment as well as their classification and rate of pay. This assignment can be extended by mutual agreement.

4.06 Auxiliary Employee

"Auxiliary Employee" means an employee other than an employee defined in Articles 4.02, 4.03, 4.04, and 4.05 above.

4.07 Calendar Year

"Calendar Year" shall mean January 1 to December 31. Regular Employees who have been employed for less than a twelve (12) month period, but who are on the payroll at January 1st shall be considered to have completed their first calendar year of service.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 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, by the provisions of this Agreement; provided however, that this authority will not be used for purposes of discrimination against its employees. The Employer shall have the right to select, to train, to promote, to discipline, to suspend without pay, and to discharge employees for proper cause. It is understood that an employee shall not lose the employee's right to grievance through the grievance procedure.

ARTICLE 6 – UNION SECURITY

6.01 Membership

All present employees of the Employer, as a condition of employment, shall remain Union members in good standing, if they are already members, and if they are not, shall become Union members within thirty (30) days after signing of this Agreement, and shall remain members in good standing. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) calendar days of commencing employment.

6.02 Access to Personnel Records

Employees within the Bargaining Unit shall have access to their personnel records at reasonable times and shall, upon request, be provided with copies of materials contained in such records. Should the employee wish to respond in writing, their reply shall also become part of their personnel record.

6.03 Adverse Reports

If as a result of disciplinary action, an adverse report is placed in an employee's file, the employee shall receive a copy of such a report. Should the employee wish to respond in writing, their reply shall also become part of their personnel record.

6.04 Review Letters of Reprimand

The President of the Union and the Director of Human Resources will meet each May on the request of an employee to review letters of reprimand related to the employee.

ARTICLE 7 – CHECK-OFF OF UNION DUES

7.01 The Employer agrees to the check-off of all Union dues or initiation fees levied in accordance with the Constitution and/or Bylaws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, 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 appropriate legislation in the Province of British Columbia), and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the fifteenth (15th) day of the following month.

ARTICLE 8 – LABOUR MANAGEMENT RELATIONS

8.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.02 Labour Management Committee

A Labour Management Committee shall be appointed and consist of not more than five (5) members of the Employer, as appointees of the Employer, and not more than five (5) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

8.03 Function of Labour Management Committee

- (1) To develop and maintain a continuous effective channel of Labour-Management communication;
- (2) To work towards efficiency of operation and encourage employees and the Union to make suggestions in this regard;
- (3) To provide a means whereby the Employer can keep the Union and employees informed of proposed organizational and technological changes;
- (4) To consider and resolve the effects of any proposed changes on individual employees;

- (5) To consider and resolve matters affecting job security or the training, development, safety, health and well-being of employees on the job;
- (6) To discuss and settle all matters of mutual concern pertaining to rates of pay, hours of work, collective bargaining, and other working conditions.

8.04 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

8.05 Meetings of Committee

In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given.

8.06 Time Off for Meetings

Any representative of the Union on the Labour Management Committee, who is in the employ of the Employer, shall have the privilege of attending Committee meetings held within working hours without loss of remuneration.

8.07 Technical Information

The Employer shall make available to the Union, on request, information such as job descriptions, positions in the bargaining unit, job classifications, and other technical information required for collective bargaining purposes.

ARTICLE 9 – GRIEVANCE PROCEDURE AND ARBITRATION

9.01 Grievance Defined

- (1) Where a difference arises between an employee and the Employer, or between the Employer and the Union, relating to the dismissal or discipline of an employee or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, it shall be finally and conclusively settled according to the grievance and arbitration procedure which follows.
- (2) Policy grievances submitted by the Employer or by the Union shall be in writing and shall be submitted at Step 3 within twenty-one (21) calendar days of the event giving rise to the grievance.

9.02 Grievance Procedure

Except for Employer and Union policy grievances, all grievances shall be resolved as follows:

Step 1 - The employee involved, accompanied by a shop steward, shall first take up the grievance verbally with the employee's non-bargaining unit Departmental Supervisor or designate within fourteen (14) calendar days of the circumstance(s) giving rise to the grievance.

Step 2 - If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing and the employee and the shop steward or designated Union representative shall submit to the Director of Human Resources, or the Employer designate, within seven (7) calendar days following the Employer's reply at Step 1. The Director of Human Resources shall reply within the next seven (7) calendar days, in writing.

Step 3 - If a satisfactory settlement is not reached at Step 2, the grievance shall be referred to Step 3 within fourteen (14) calendar days of the Employer's reply at Step 2. The Union Representatives and the Chief Administrative Officer, or the Employer designate, will meet to discuss the grievance. If they are unable to settle the grievance within fourteen (14) calendar days of the date the grievance was referred to Step 3, then either party, within twenty-one (21) calendar days, may give written notice of arbitration to the other.

9.03 Time Limits

Time limits may be extended only by mutual agreement in writing of the Municipal Chief Administrative Officer or designate and the Union Representative.

9.04 Dismissal Grievances

In the case of a dispute arising from an employee's dismissal, the grievance shall commence at Step 3 of the grievance procedure within fourteen (14) calendar days of the date on which the dismissal occurred, or within fourteen (14) calendar days of the employee receiving notice of such dismissal.

9.05 Arbitration

- (1) The party desiring arbitration shall name its nominee to the Board in the notice of arbitration referred to in Article 9.02, Step 3.
- (2) Within seven (7) calendar days of receipt of notice of arbitration, the other party shall in writing name its nominee.
- (3) Within a further fourteen (14) calendar days, the two nominees shall agree upon a Chairman. Failing agreement upon a person willing to act, either Party may apply to the Minister of Labour to appoint a Chairman. Hearings shall commence within thirty (30) days of the appointment of the Chairman.

- (4) The Arbitration Board shall hear the parties, settle the terms of question to be arbitrated and make an award within fifteen (15) days of the arbitration hearings or within such extended period as may be mutually agreed to by the parties. The Board shall deliver its award, in writing, to each of the parties and this award shall be carried out forthwith. In the event the Arbitration Board finds that an employee has been dismissed or suspended unfairly or for any other than proper cause, the Board may direct the Employer to reinstate the employee and pay to the employee a sum equal to the employee's wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Board is fair and reasonable or make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the parties.
- (5) Each party shall pay its own cost and expenses of the Arbitration and its nominee and one-half (½) the remuneration and disbursements or expenses of the Chairman.

ARTICLE 10 – SENIORITY

10.01 General

The parties hereto recognize that all employees are entitled to a measure of employment security, based on seniority; and that the employees shall accrue certain preference in this respect as provided in this Agreement.

10.02 Definition and Application of Seniority

Seniority is defined as continuous length of service in the Bargaining Unit and shall be applied separately within each of the Divisions as defined in Article 10.04. Seniority shall be applied as set out in this Agreement.

10.03 Seniority List

The Employer shall maintain a seniority list by Division, showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union during the months of January, April, July and October.

10.04 Divisions

The purpose of setting out Divisions under this Article is to delineate the work areas that are identified for purposes of identifying where seniority is to be exercised under this Agreement.

Divisions are defined as:

- (1) Internal Division
- (2) Engineering Operations Division
- (3) Community Development, Parks and Recreation Division (CDPR)

These Divisions shall include:

(1) Internal Division

Administration Department
 Clerk's Department
 Economic Development Department
 Engineering Department
 Engineering Operations Department (Clerical Staff)
 Finance Department
 Fire Department (Clerical Staff)
 Human Resources Department
 Information Technology Department
 Licenses, Permits and Bylaws Department
 Community Development, Parks and Recreation Department (Clerical)
 Planning Department
 Police Services (Municipal Employees only)

(2) Engineering Operations Division

Electro Mechanical Department
 Road Works
 Sewer Works
 Water Works
 Works Yard (Excluding Clerical Staff)

(3) Community Development, Parks and Recreation Division

Parks and Facilities Department
 Recreation Department
 Community Services Department

10.05 Regular Full-Time Employee

Seniority shall be established on the basis of an employee's continuous service with the Employer, calculated from the date upon which the employee commenced employment.

10.06 Regular Part-Time, Part-Time, and Auxiliary Employee

- (1) Seniority shall be established on the basis of an employee's service with the Employer, calculated from the date upon which the employee commenced employment with the Employer. Seniority shall be calculated on the accumulated hours worked.
- (2) A Regular Part-Time, Part-Time, and Auxiliary Employee moving to a regular full-time position shall have a "modified date of hire" for seniority purposes by converting the hours worked on a pro-rata basis. Vacation entitlement will be based on the employee's modified date of hire (for Regular Part-Time, Part-Time, and Auxiliary Employees as of 1994 April 01 moving to a regular full-time position only).

10.07 Probationary Employee

Newly hired employees shall be considered on a probationary basis for a period of six (6) calendar months from date of hiring, unless an extension has been granted by mutual consent of the parties hereto. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. After completion of the probationary period, seniority shall be effective from the original date of hire.

10.08 Temporary Full-Time Employee

Seniority shall be established and exercised on the basis as a Part-Time Employee but shall be exercised only within the temporary full-time project.

10.09 Retention of Seniority

It is agreed between the parties hereto that seniority shall be retained and accumulated on the following basis:

- (1) Employees who are laid off after six (6) months but less than one (1) year's service shall retain seniority for a period of six (6) months.
- (2) Employees who are laid off after one (1) year's service shall retain their seniority for a period of one (1) year.
- (3) Absence due to a bonafide sickness and/or disability, provided such sickness and/or disability is attested to by a qualified medical practitioner.
- (4) Seniority accumulation will continue for a period of three (3) months for approved General Leaves of Absence. Seniority is retained for the full approved leave of absence. (see Article 21.06)
- (5) Absence while serving in the Armed Forces, during a national emergency and for a period of ninety (90) days after honourable discharge.
- (6) Absence due to Maternity or Parental Leave.
- (7) In the case of paragraphs (3) and (6) above, seniority will be calculated for Regular Part-Time, Part-Time, and Auxiliary Employees on the number of hours worked in the one (1) year period immediately preceding the employee's last day of work before disability, maternity and/or parental leave. Upon the employee's return to work, the employee will accumulate seniority hours in an amount prorated by the amount of time absent due to the disability, maternity and/or parental leave. (For example, if an employee works one thousand two hundred (1,200) hours in the year before the disability, maternity and/or parental leave, then returns nine months later, the employee will be credited with three-fourths ($\frac{3}{4}$) of one thousand two hundred (1,200) hours or nine hundred (900) hours of seniority. If employment is for less than one (1) year, monthly averages will be used times the number of months absent.

10.10 Loss of Seniority

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, or leave of absence approved by the Employer.

An employee shall lose the employee's seniority and employment only in the event:

- (1) They are discharged for just cause and are not reinstated.
- (2) They resign.
- (3) They are absent from work two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (4) They fail to return to work within ten (10) calendar days following a layoff and after being notified by double-registered mail to do so, unless through sickness or other just cause, provided however that the ten (10) calendar days commences on the date the Employer registers the notification of recall. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address.
- (5) They are laid off for a period longer than one (1) year.
- (6) In the case of a part-time and auxiliary employee, they do not work for a period longer than six (6) months except when granted a leave of absence to attend full-time schooling, in which case they shall maintain their seniority for twelve (12) months.

10.11 Special Projects of Limited Duration

- (1) Employees who transfer to positions made available by augmenting the regular staff or by a special project of limited duration shall, upon completion of said assignment, be returned to the employee's former position without loss of seniority and scheduled rate of pay. Such transfers shall be at the discretion of the Employer.
- (2) Temporary Full-Time Employees, employed to fill those positions made available by the reassigning of regular staff positions shall be laid off upon completion of the said reassignment. Employees laid off shall retain their seniority as provided in Article 10.09.

10.12 Temporary Full-Time Employee to Regular Staff

Notwithstanding provisions contained in this Article, it is agreed and understood that where the Temporary Full-Time Employee is the successful applicant to a regular posted position, their seniority on the regular staff commences from the date of the employee's appointment to a regular position; except if there is no break in service, seniority on the regular staff commences on the date of hire of the current temporary employment. The appointment to a regular position is subject to provisions of Article 10.07.

ARTICLE 11 – PROMOTIONS AND STAFF CHANGES

11.01 Job Postings

When a vacancy occurs or a new position is created in the Bargaining Unit, the Employer shall notify the Union in writing and post notice a minimum of five (5) working days in order that all members will know about the position and be able to make written application therefor.

When a position held by a Regular Part-Time Employee or Part-Time Employee is increased in hours it shall not become a new position and the incumbent shall accept the increased hours or the job shall be posted. However if the increase in hours converts the position to full-time, it shall be considered a new position and shall be posted.

When a posted temporary position is filled by an existing employee, and the Employer intends to fill any vacancies caused by the filling of the posted position such vacancies shall not be posted unless they are expected to exceed three (3) months.

11.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Those qualifications may not be established in an arbitrary or discriminatory manner.

11.03 Recognition of Seniority

Both parties recognize:

- (1) The principle of promotion within the service of the Employer.
- (2) That job opportunity should increase in proportion to length of service.

11.04 Method of Making Appointments

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the required knowledge, ability and skills, and where two (2) or more applicants are equally capable of fulfilling the duties of the position, seniority or years of service with the Employer shall be the determining factor. The employees shall retain the right of appeal under the grievance procedure contained in this Agreement. Appointment from within the Bargaining Unit shall be made within ten (10) working days of close of posting.

11.05 Trial Period

The successful applicant shall be placed on trial for a period not exceeding three (3) calendar months, conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) calendar months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds they are unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and wage or salary.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wage or salary.

11.06 Notification

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

ARTICLE 12 – LAYOFFS AND RECALLS

12.01 Layoff Procedure

Both parties recognize that job security should increase in proportion to length of continuous service. Therefore, when a layoff occurs, employees shall be laid off in the reverse order of their seniority, within each separate Division as defined in Article 10.04.

In the event of layoffs, such layoffs shall originate within the Department concerned, but such employees laid off may exercise their seniority by displacing a more junior employee within the Division, providing they meet the Job Description necessary to fulfill the position held by said junior employee.

Any disagreement concerning qualifications and requirements of the position shall be referred to the Labour Management Committee.

- (1) Prior to any layoff the layoff will be discussed jointly by the Labour Management Committee.
- (2) For the purpose of this section the Divisions are defined as outlined in Article 10.04.

12.02 On Layoff

A Regular Employee who has received written notice of layoff shall, within five (5) calendar days, elect to:

- (a) exercise their seniority rights for bumping purposes; or
- (b) accept layoff.

If the employee accepts layoff the employee shall, within thirty (30) calendar days from the effective date of layoff, elect to:

- (a) either retain seniority rights of layoff and recall; or
- (b) accept severance pay.

Upon acceptance of Severance Pay all seniority rights and rights to recall under the Agreement are terminated; or, upon acceptance of retention of seniority rights of layoff and recall, all rights to severance pay under these provisions are terminated.

Entitlement to, and severance pay for, each Regular Employee will be as follows:

- (a) Three (3) days' pay for each calendar year of service up to and including five (5) calendar years of service.
- (b) Five (5) days' pay for each calendar year of service after six (6) years of service.
- (c) The maximum number of days' pay for severance will be one hundred and twenty (120) days' pay.

Part-time service shall be calculated on a prorata basis. Salary upon which severance pay is calculated shall be based on the employee's salary at the effective date of the employee's termination.

12.03 Recall Procedure

- (1) Employees shall be recalled in the order of their seniority, within their respective Divisions providing they are qualified to do the work, provided however employees are recalled within time limits specified in Article 10.09, Sections (1), (2) and Article 10.10, Section (4).

Each employee on layoff will be responsible for keeping the Employer notified of a current contact point through which the employee can be reached. The employee shall advise the Employer, within two (2) working days of receiving notification, of their intent to commence work as requested.

- (2) No new employees will be hired until those laid off have been given an opportunity of re-employment.

12.04 Notice of Layoff

The Employer shall notify Regular Employees who are to be laid off ten (10) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work the full notice time they shall be paid in lieu of work for that part of the ten (10) working days that work was not made available.

ARTICLE 13 – HOURS OF WORK

13.01 Standard Work Day and Work Week

- (1) Inside Employees

Subject to Article 13.02, the standard work day of Inside Employees shall be seven (7) consecutive hours between 7:00 a.m. and 6:00 p.m. exclusive of an unpaid one (1) hour lunch period. The standard work week of Inside Employees shall consist of five (5) consecutive working days from Monday to Friday inclusive. The Employer shall provide forty-eight (48) hours' notice of a change in an employee's daily hours. Should the appropriate notice not be provided then the overtime provisions of Article 15.01 shall apply.

However, under the conditions listed below employees can work “extended hours” (i.e. work outside of the standard work day or work week range, more than seven (7) hours in a day, or more than seventy (70) hours in a pay period all at straight time rates). Extended hours worked are banked at straight time rates and may be taken as cash or as time off at a time mutually agreeable to the employee and the employee’s supervisor.

Extended hours may be implemented under any of the following conditions:

- (a) by mutual agreement between the employee and the employee’s supervisor;
- (b) with seven (7) calendar days’ notice to the employee but only in the case of working outside of the standard work day range, (i.e., moving the seven (7) working hours outside of between 7 a.m. and 6 p.m.), Monday to Thursday, to a maximum of five (5) occurrences per month not to exceed twenty-six (26) occurrences per year. Should the appropriate notice not be provided then the overtime provisions of Article 15.01 shall apply. It is understood that this provision shall not be used to effect a permanent change to an employee’s shift. Rather, the employee’s hours of work will be changed to facilitate legitimate business purposes such as early morning and evening meetings, and project work; or
- (c) for employees of the Information Services Department who are hired, or successfully post into a new position after 2008 May 05 and for those employees in the User Support Assistant and Administrative Assistant – RCMP classifications, up to six (6) of the occurrences in Article 13.01(1)(b) above may include work from Friday to Sunday.

(2) Outside Employees

Subject to paragraph 13.02, the standard work day of Outside Employees shall be eight (8) consecutive hours between 6:00 a.m. and 4:30 p.m. exclusive of an unpaid one-half (½) hour lunch period. Subject to paragraph 13.03, the standard work week of Outside Employees shall consist of five (5) consecutive working days from Monday to Friday inclusive. The Employer shall provide forty-eight (48) hours’ notice of a change in an employee’s daily hours. Should the appropriate notice not be provided then the overtime provisions of Article 15.01 shall apply.

(3) Regular Part-Time, Part-Time, and Auxiliary Employees

The normal daily and weekly hours for Part-Time Employees shall be deemed to be seven (7) and thirty-five (35) or eight (8) and forty (40) respectively depending on the classification the employee is working in. Where an employee has not worked thirty-five (35) or forty (40) hours on five (5) days during the week, the employee may by mutual agreement with the employee’s supervisor work on the sixth and/or seventh day of work in that week at straight-time hours until such time as thirty-five (35) or forty (40) hours of work has been reached and thereafter the overtime provisions would apply.

13.02 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 13.01, the normal work day, unless otherwise expressly stated for certain positions set forth in the Schedules for Regular, Probationary, and Part-Time Employees in such operations, shall be any seven (7) or eight (8) consecutive hours of work exclusive of a one (1) hour or one-half ($\frac{1}{2}$) hour lunch period, respectively. This provision shall apply to those positions set out in the Schedules and any additions agreed to subsequently by mutual consent of the Employer and the Union.

13.03 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 positions set forth in the Schedules for Regular, Probationary and Part-Time Employees in such operations, may be any five (5) consecutive days followed by two (2) consecutive days of rest, the first deemed to be Saturday and the second deemed to be Sunday; with the exception of:

- (1) Custodial Guards as referred to under Note F of Schedule "B";
- (2) Building Service Workers as referred to under Note H of Schedule "B";
- (3) Parks and Recreation Division part-time employees who may work any five (5) days in a seven (7) day period.

13.04 Break Periods

All employees working a full shift shall be permitted a fifteen (15) minute rest period in the first half of a shift and a fifteen (15) minute rest period in the second half of the shift, at a specified time to be arranged by the Department Head or Supervisor. Where an employee is scheduled to work five (5) or more consecutive hours but less than a full shift, the employee shall be granted either a fifteen (15) minute rest period or an unpaid thirty (30) minute break as determined by the Department Head or Supervisor.

13.05 New or Vacant Positions

Where the Employer's operations require work weeks other than Monday to Friday or hours of work other than the standard hours for a classification, such adjustments shall be for bona fide business reasons and be by mutual consent between the Employer and the Union and such consent by the Union shall not be unreasonably withheld. Such adjustments shall be reflected in a Letter of Understanding between the parties.

ARTICLE 14 – SHIFT WORK AND SHIFT DIFFERENTIAL

We herein set forth the type of work that shall be considered eligible for shifts:

14.01 Inside Employees

For Inside Employees the preparation of tax notices. Said shifts may be instituted during the months of May and June of each year, and may be in two (2) seven (7) hour non-broken shifts, lunch time excluded, commencing not before 7:00 a.m. and continuing not beyond 10:00 p.m. Monday to Friday, inclusive.

Bylaw Enforcement positions and two (2) clerical employees in the Bylaw Enforcement Department may be required to work an afternoon shift consisting of seven (7) hours, exclusive of an unpaid meal period, between 3:00 p.m. and midnight, Monday to Saturday, and may also be required to work a dayshift on Saturdays. Where a position in the Bylaw Enforcement Department is posted, such posting shall include the hours of work. Where the Employer changes the hours of work for a Bylaw Enforcement position they shall provide seven (7) calendar days' notice unless a shorter period is mutually agreed between the employee and the Employer. Employees in the Bylaw Enforcement Department as of 2008 May 05 shall not be required to work on afternoons or Saturdays, with the exception of the two Bylaw Enforcement positions required to work afternoons by agreement prior to 2008 May 05, but may agree to do so.

14.02 Outside Employees

For Outside Employees the construction, preparation and paving of roads. Said shifts may be instituted during late Spring, Summer and early Fall, when maximum daylight hours are available and shall consist of not more than two (2) eight (8) hour non-broken shifts, lunch time excluded, between the hours of 5:30 a.m. and 10:30 p.m., Monday to Friday, inclusive.

During the Spring, Summer, and Fall, when maximum daylight hours are available, Outside Employees may, at the Employer's discretion, work between the hours of 7:00 a.m. and 3:30 p.m., Monday to Friday inclusive. This provision does not restrict any hours of work flexibility that is provided elsewhere in the Collective Agreement.

Should the Employer determine the need for a winter graveyard position at the Operations Centre, the rate of pay for the position will be the greater of the Supervisor 2 Engineering Operations classification in Schedule "A" or the hourly rate of the selected employee and the position shall be eligible for shift differential in accordance with Article 14.10. In filling the Graveyard Shift position the Employer will post notice of the opportunity which includes the information required in Article 11.02 as well as the anticipated start and end dates of the temporary full-time position for a minimum of five (5) working days and shall select the successful candidate in accordance with Article 11.04. Upon completion of the temporary full-time position, the employee will be returned to the employee's former position and associated rate of pay without loss of seniority. This paragraph shall only be used to create one winter graveyard position.

14.03 Parks Employees

For Parks and Recreation Division - Parks Crew the construction, preparation and maintenance of parks. Said shifts may be instituted during the late Spring, Summer and early Fall, when maximum daylight hours are available and shall consist of not more than two (2) eight (8) hour non-broken shifts, lunch time excluded, between the hours of 5:30 a.m. and 10:30 p.m., Monday to Friday, inclusive.

14.04 Emergencies

Emergent conditions in which case Section 14.08 and Section 14.13 of this part be waived.

(1) For the purpose of this part "Emergency or Emergent Condition" shall mean an Act of God and shall include high winds, excessive rain, freshet or heavy snowfall, broken water mains and plugged sewers.

(2) An emergency shall cease when the problem is under reasonable control.

14.05 Police Services

For Guards and Clerk-Typists, shifts shall be as set out in Schedule "B".

14.06 Recreation Complex

For Recreation Complex employees, shifts shall be as set out in Schedule "B".

14.07 Other Employees

For other employees, shifts shall be set out as in Schedule "B".

14.08 Posting of Shifts

Shifts to be drawn up as required with posting of shifts to be made at least five (5) working days prior to the commencement of each shift.

14.09 Hours Between Shifts

Employees shall have a minimum of ten (10) hours between shifts. Any time worked during the ten (10) hour period shall be paid at overtime rates.

Parks and Recreation Department Regular Part-Time, Part-Time, and Auxiliary Aquatics Staff and Leisure Centre Front Counter/Reception staff shall be exempt from the requirements under Article 14.09 (Hours Between Shifts) with the following conditions:

(1) The employees may work any combination of up to eight (8) hours during a twelve (12) hour shift.

(2) There will be no fewer than ten (10) hours between shifts in any two (2) work days.

14.10 Shift Differential

Employees who are eligible for shift differential shall be paid a premium of eighty-five cents (\$0.85) per hour for all regular hours worked between 6:00 p.m. and 5:30 a.m. provided that where the majority of an employee's regular hours fall within the period described above, the shift differential shall apply to the entire shift. Shift differential shall not apply to premium hours or time not worked such as overtime, public holidays, sick leave, etc., but it shall be applicable during vacation.

14.11 Shift Preference

Seniority shall determine shift preference, subject only to ability to perform the job required. Should any dispute arise in the interpretation of this Article, the matter shall be referred to the Labour Management Committee.

Where a Regular Part-Time or Part-Time Employee is in a temporary full-time position at the time of a shift pick, and the temporary full-time position is scheduled to end prior to the conclusion of the shift pick term, the employee may participate in the shift pick and at the conclusion of the temporary position, the employee shall move into the selected Regular Part-Time or Part-Time position. The period of time that the employee will be unavailable to work in the selected position will be available to other employees as part of the initial shift pick process. Upon the return of the Regular Part-Time or Part-Time Employee, the displaced employee will be placed on the on-call list. This procedure is not applicable where the Regular Part-Time or Part-Time position has a teaching or instructing component.

This Article 14.11 is not applicable to filling short term absences.

14.12 Replacement Coverage

The above Article 14.11 re Shift Preference is not applicable to scheduling replacement coverage to employees who advise the Employer they are unable to attend their scheduled shift within eight (8) working hours of the start of their scheduled shift. For the purpose of this clause, working hours shall mean hours during which the employee's working unit is operating.

14.13 Notification

The Union and employees shall be notified at least five (5) days in advance of a shift being instituted.

14.14 Right of Appeal

It is understood and agreed that an employee retains the right to appeal under the grievance procedure under this Article.

14.15 Replaces Hours of Work

It is further understood and agreed that when a shift system is placed in effect, this part replaces hours of work as provided for in the Schedule for those employees involved.

ARTICLE 15 – OVERTIME

15.01 Overtime Rates

Overtime work authorized by the Department Head shall be compensated in the following manner:

An employee working beyond the employee's regular work day shall be paid at time and one-half (1½) the regular hourly rate for the first two (2) hours in excess of the regular hours of work and double (2) the regular hourly rate thereafter. All hours worked on Saturdays, Sundays and General Holidays shall be paid at double (2) the employee's regular hourly rate.

15.02 Callout

- (a) The Employer agrees to pay all employees a minimum of two (2) hours at overtime rates when they are called back to work outside regular working hours. Employees will be called out in the following order: firstly the employee(s) who normally do the work, then by seniority within the classification and then by bargaining unit-wide seniority within the Division provided that in all cases the employee is qualified to perform the work.
- (b) Notwithstanding 15.02(a), Callout, when an employee who is authorized by their exempt supervisor or delegate to perform after-hours support receives a telephone call, text or e-mail and is able to resolve the problem over the telephone or by computer or by other electronic means, the employee shall be paid at overtime rates for the time actually worked rounded to the nearest quarter (¼) hour, with a minimum payment of one quarter (¼) hour.

15.03 General Holidays

Double time (2T) shall be paid for all hours worked on General or Proclaimed Holidays in addition to regular holiday pay.

15.04 Standby

- (a) Where an employee is requested or required by the Employer to be on standby, they shall receive one (1) hour's pay for each eight (8) hour period, or portion thereof, on standby on a regularly scheduled work day; and, one (1) hour's pay for each six (6) hour period, or portion thereof, on standby on scheduled days off at the employee's normal rate of pay.
- (b) Where the Employer requires an employee to be on standby, the opportunity will first be offered to the most senior qualified employee. If declined, the Employer will continue to offer down the list of qualified employees. If no employee has accepted the opportunity, it is understood the Employer may require employees to stand by beginning with the most junior qualified employee and proceeding up the seniority list where more than one employee is required.

15.05 Lieu Time

- (1) An employee may request that overtime hours be taken as time off.
- (2) Overtime rates to be applied to Lieu Time.
- (3) Such Lieu Time may be used as holiday extension, sickness, emergency, or otherwise upon request of the employee, provided that such request is approved by the Department Head.
- (4) An employee may, after three (3) months, request payment for Lieu Time accumulated. Subject to Canada Revenue Agency guidelines, an employee may request payment under this Article be made directly to an employee-designated RRSP.
- (5) All Lieu Time accumulated must be taken or compensating wages received, not later than the end of the following calendar year.
- (6) All lieu time will be banked in dollars at the employee's earned rate at the time it was banked.

15.06 Provincial Emergency Program (Cost Recovery)

Where an employee works overtime and/or is called out to deal with situations where the Employer is able to recover the overtime and/or callout costs from the Provincial Emergency Program, the Employer shall pay the employee for such overtime and/or callout.

ARTICLE 16 – GENERAL HOLIDAYS16.01 Regular Employees

All employees shall receive pay for the following General Holidays from the date of employment.

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day proclaimed as a holiday by the Federal, Provincial and Municipal Governments.

16.02 Temporary Full-Time Employees

For the purpose of this section, all Temporary Full-Time Employees hired by the Employer shall have worked for the Employer at least fifteen (15) days in the thirty (30) calendar day period immediately prior to General Holidays.

16.03 On Saturday or Sunday

When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

16.04 Holiday Pay

Employees who are not required to work on the above holidays shall receive holiday pay equal to one normal day's pay. Employees who are required to work shall be paid in accordance with prevailing overtime rates.

Notwithstanding the provisions contained in this clause, employees, other than Regular Full-Time and Probationary Employees, shall be paid for General Holidays as set out in Article 18.07, and will be paid at the prevailing overtime rates for only those hours worked on the actual general holiday, subject to Article 22.04.

16.05 Holiday on Day Off

When any of the above noted Holidays fall on an employee's scheduled day off, the employee shall receive another day(s) off immediately following their two (2) consecutive days of rest.

16.06 Regular Part-Time, Part-Time, and Auxiliary Employees

Notwithstanding any other provision in this Agreement, a General Holiday (except Christmas Day, Boxing Day and New Year's Day) will be treated as a normal working day for all Auxiliary Employees, Regular Part-Time Employees and Part-Time Employees working in the delivery or direct support of recreation programs and activities in outdoor pools, the Leisure/Youth Centre and the Pitt Meadows Family Recreation Centre and the immediately adjacent parks and grounds to such facilities, and Arena(s). Thus, a Regular Part-Time, Part-Time, and Auxiliary Employee who works on a General Holiday will be paid at straight-time rates for the normal daily hours and at the appropriate overtime rates for any hours worked in excess of the normal hours. Similarly, an Auxiliary Employee, Regular Part-Time Employee, and Part-Time Employee who does not work on a General Holiday will not receive any pay for the holiday (except as provided in Article 18.07).

ARTICLE 17 – ANNUAL VACATIONS

17.01 Length of Service

All Regular Full-Time and Probationary Employees covered by this Agreement shall receive an annual vacation with pay on the following basis:

In the first (1st) calendar year – one and one-quarter (1¼) working day for each completed month of employment, or major fraction thereof, to a maximum of one-twelfth ($\frac{1}{12^{\text{th}}$) of fifteen (15) working days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st or six percent (6%) of earnings whichever is greater.

In the second (2nd) to seventh (7th) calendar year - fifteen (15) working days or six percent (6%) of their previous year's earnings, whichever is greater.

In the eighth (8th) to twelfth (12th) calendar year - twenty (20) working days or eight percent (8%) of their previous year's earnings, whichever is greater.

In the thirteenth (13th) to nineteenth (19th) calendar year - twenty-five (25) working days or ten percent (10%) of their previous year's earnings, whichever is greater.

In the twentieth (20th) calendar year and each year thereafter - thirty (30) working days or twelve percent (12%) of their previous year's earnings, whichever is greater.

17.02 Other Employees

Temporary Full-Time Employees, shall be paid for annual vacations four percent (4%) of their bi-weekly earnings each pay period. Regular Part-Time, Part-Time and Auxiliary Employees shall be paid in accordance with Article 18.07.

17.03 Calendar Year

For the purpose of this Article, a calendar year shall be January 1st to December 31st.

For the purpose of calculating vacation benefits, the total number of hours shall be used.

Employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll at January 1st, shall be considered to have completed their first calendar year of service.

17.04 Supplementary Week

Each Regular Employee will receive one (1) supplementary week of vacation at the beginning of each five (5) years commencing during the fifteenth (15th) calendar year of service, with each supplementary week to be taken during the course of the five (5) year period. The supplementary vacation entitlement shall be as set out in Schedule "C".

17.05 Eligible for Added Vacation

Where an employee becomes eligible for added vacation on January 1st in any year, the employee shall be entitled to such added vacation at the time of taking the employee's annual vacation.

17.06 Vacation Schedule

On or before February 1st of each calendar year, employees shall submit their request for annual vacations and on or before March 1st of each calendar year, the Employer shall approve the scheduling of annual vacations for employees. Where an employee has made arrangements for annual vacation which have been approved by the Employer and subsequently such employee is required by the Employer, due to emergent conditions, to change such vacation period, then the employee shall be granted one (1) additional week of vacation pay in addition to their

regular entitlement. An employee who is on vacation and voluntarily accepts a callout is not entitled to any additional vacation.

Employees are required to schedule and take their annual vacation in the year it is earned. In extenuating circumstances, fifty percent (50%) of an employee's annual vacation may be carried over one (1) year with prior approval. Vacation cannot be paid out in cash, except at termination of employment.

17.07 Vacation Preference

Where the employee schedules vacations and there are two or more employees requesting vacations at the same time, the employee with seniority shall be given first preference to only one of any period of vacations.

17.08 General Holiday During Vacation

When a General Holiday falls or is observed during an employee's annual vacation period, the employee will be granted an additional day's vacation for each General Holiday in addition to their regular vacation time.

17.09 Termination

In the event of termination of employment by the employee or Employer, the provisions of the Annual Holidays Act shall apply, unless the employee shall have given two (2) weeks' notice of termination in which case the employee shall be paid on the appropriate percentage basis as indicated in Article 17.01, dependent upon calendar years of service. This percentage will be applied to current calendar year's earnings up to and including the effective date of termination.

17.10 Proration and Recovery of Vacation Overpayment

Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth ($\frac{1}{12}^{\text{th}}$) 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. In all cases of termination of service for any reason, adjustment will be made for overpayment of vacation.

17.11 Vacation in Unbroken Period

Subject to the approval process in Articles 17.06 and 17.07, an employee shall be entitled to receive their vacation in an unbroken period.

17.12 Approved Leave During Vacation

Where an employee is qualified for sick leave, bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. Sick leave credit shall only apply for periods in excess of three (3) days subject to Article 19.06. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. Employees may be required to provide proof of their entitlement to sick leave or bereavement leave.

17.13 Earnings Defined

For the purpose of this Article, "Earnings" shall include all pay for time worked (including regular pay, overtime, shift premium, premium pay, standby, minimum pay, etc.), general holiday pay, leave of absence pay and sick leave pay, but does not include annual vacation pay, bonus payments, refunds or allowance payments.

17.14 Vacation Accrual

Where a leave of absence without pay has been granted under Article 21, the employee shall not accrue vacation credits. Leaves of absence without pay for four (4) weeks or less are exempted. Employees on maternity, parental, and adoption (as defined by Employment Standards Act) leave will accrue vacation credits for the first seventeen (17) weeks only.

ARTICLE 18 – HEALTH AND WELFARE BENEFITS

18.01 Pension Plan

In addition to the Canada Pension Plan, any eligible employee entering the service of the Employer shall participate in a pension plan under the Rules of the Municipal Pension Plan.

18.02 Participation in Group Plans

Effective the first of the month following completion of three (3) months' continuous service, each Regular Full-Time Employee shall be required to participate in Group Life as a condition of employment and shall also be required to participate in the Medical, Extended Health and Dental Plans unless already covered under a spousal or parental plan.

18.03 Medical Benefits

Medical and Surgical Benefits through the Medical Services Plan of British Columbia.

18.04 Extended Health and Dental Care

(1) The Extended Health Care Plan has an annual deductible of one hundred dollars (\$100.00), and includes, among other benefits, coverage for vision care with a maximum payable of four hundred and fifty dollars (\$450.00) per person in a twenty-four (24) month period, hearing aids, diabetic equipment and supplies, orthopedic shoes, ostomy and clinical psychologist, all subject to the provisions of the Plan.

(2) The Dental Plan provides for the following services:

- (a) Basic Dental Services (Plan 'A') paying for one hundred percent (100%) of the approved Schedule of Fees;
- (b) Prosthetics, Crowns and Bridges (Plan 'B') paying for seventy percent (70%) of the approved schedule of fees;

- (c) Orthodontics (Plan 'C') paying for fifty percent (50%) of the approved schedule of fees. The lifetime maximum shall be three thousand dollars (\$3,000.00) for adults and dependent children as defined by the Plan.

The maximum payable per person per year under Plans 'A' and 'B' combined is two thousand and five hundred (\$2,500.00).

Coverage includes a spouse, dependent unmarried children until the age of twenty-one (21), and dependent unmarried children over the age of twenty-one (21) while they are in full-time attendance at a recognized educational institute to age twenty-five (25).

Notwithstanding the provisions contained in this clause, all Temporary Full-Time Employees shall be excluded from Extended Health Care Plan and Dental Care Plan.

18.05 Group Life Insurance

Group Life Insurance Package comprised as follows:

- (1) Straight Life - two times (2X) annual salary;
- (2) Accidental Death & Dismemberment - two time (2X) annual salary.

Annual salary shall mean the salary of the employee based on their regular position.

18.06 Cost Sharing

The cost of providing Medical, Dental and Group Life Insurance under Articles 18.03, 18.04(2) and 18.05 shall be borne seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the employee. The cost of providing Extended Health under Article 18.04(1) shall be borne eighty percent (80%) by the Employer and twenty percent (20%) by the employee. Costs of providing the Long Term Disability Plan under Article 19.11 shall be borne entirely by the employee.

18.07 Benefit Entitlement and Percentage in Lieu of Benefits

- (1) Regular Full-Time Employees shall be entitled to all benefits provided by the Collective Agreement, from date of hire subject to the applicable waiting periods.
- (2) Regular Part-Time Employees shall receive ten percent (10%) cost settlement on their pay cheque to cover vacation and statutory holidays plus same prorated cost-share on Life Insurance, MSP, Extended Health Benefits and Dental. Eligibility for SEIB, Sick Leave, bereavement, court/jury duty all on a prorated basis and subject to applicable waiting periods.

Note: Current Part-Time Employees (employees on record as at 2014 June 16) who are converted to a different employment status presently covered by Article 18.07(2) through (5) shall be given a one time option to keep their existing benefits.

- (3) Part-Time and Auxiliary Employees who accumulate up to two thousand (2,000) hours shall receive a twelve percent (12%) cost settlement on their pay cheque to cover welfare benefits, sick leave benefits, vacation and general holidays, and all other miscellaneous benefits.
- (4) Part-Time and Auxiliary Employees who accumulate over two thousand (2,000) hours and up to three thousand five hundred (3,500) hours shall receive a fourteen percent (14%) cash settlement on their pay cheques in lieu of these benefits.
- (5) Part-Time and Auxiliary Employees who have accumulated three thousand five hundred (3,500) hours shall receive a sixteen percent (16%) cash settlement on their pay cheques in lieu of these benefits.
- (6) Part-Time and Auxiliary Employees who elected for benefits prior to date (2014 June 16) will have a one-time option to continue their elected benefits of Medical and Group Life Insurance, with cost-sharing as per Article 18.06, and receive fourteen percent (14%) in lieu of benefits. An employee so electing shall not be covered by paragraph (5) above.
- (7) Temporary Full-Time Employees shall receive four percent (4%) cost settlement on their paycheque to cover vacation.

Temporary Full-Time Employees working beyond three (3) calendar months shall be given the option to be covered by Medical and Group Life Insurance with cost sharing as per Article 18.06.

18.08 Analysis of Tenders

The Union President or the Union President's designate will be advised of the analysis of tenders solicited by the Employer for placing or reviewing the benefits under Section 18.03, 18.04, and 18.05.

18.09 Same Sex Benefit Coverage

An employee who is legally married to a same sex spouse or who co-habits with a person of the same sex and promotes such person as a "spouse" (partner), will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.

ARTICLE 19 – SICK LEAVE PROVISIONS

19.01 Accrual

All Regular Employees shall be granted one and one-half (1½) days' sick leave with pay for every month of service effective April 1st, 1975. Employees shall be entitled to an accrual of all unused sick leave to a maximum of two hundred and fifty (250) working days for their future benefits.

19.02 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 disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

19.03 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, they shall not receive sick leave credit for the period of such absence, but shall retain their accumulated credit.

19.04 Extension of Sick Leave

An employee with more than one (1) year of service who requires a longer period of sick leave than that standing to their credit in order that they may have treated and recover from an illness may, upon written application approved by the Employer, be allowed to anticipate extension of their sick leave to a maximum of eighteen (18) additional working days. This sick leave extension shall be repaid by the employee upon their return to duty through the employee's normal monthly accumulation and, except with the permission of the Employer, no further payment of sick leave benefit shall be made until the extended credit has been so repaid.

19.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. All time used to be deducted from sick leave accumulation.

19.06 Proof of Illness

An employee may be required by the Employer to produce a Certificate from a qualified Medical Practitioner for any illness certifying that such employee is unable to carry out the employee's duties due to illness or non-compensable accident. Where such Medical Certificate is not produced, there shall be no sick pay allowed.

19.07 Sick Leave Records

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

19.08 Family Illness

The Employer recognizes that in circumstances of single employees or where both the employee and the employee's spouse work, there will be times when members of the employee's family (parent, parent-in-law, spouse, brother, sister, child) are ill and will require the employee's assistance and will prevent the employee from meeting the employee's work commitment. It is equally expected that contingency plans should be available that would allow the employee to be at work within a couple of hours of a disruption occurring. It is also expected that where both an employee and the employee's spouse work they would alternate in handling these occasional crisis illnesses. Therefore, in case of illness of an immediate member of the family

of an employee (parent, parent-in-law, spouse, brother, sister, child), where no one other than the employee can provide the needs of the ill person, the employee shall be entitled, after notifying the Department Head, to use a maximum of two (2) accumulated sick days per illness to a maximum of five (5) days per calendar year for this purpose. In order to comply with the requirements regarding eligibility for EI rebates, only those employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for Family Illness.

19.09 Notification

An employee unable to work because of illness shall notify the Employer by telephone a minimum of forty-five (45) minutes prior to shift commencement unless there are extenuating circumstances. In case of medical appointments, employees shall notify the Employer a minimum of twenty-four (24) hours in advance of the appointment, unless there are extenuating circumstances. An employee will make every effort to schedule a medical appointment outside their normal working hours or at the beginning or end of the day in order to minimize time away from work.

19.10 Sick Leave Subrogation

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 that the employee succeeded in recovering such wages and benefits and the Employer shall reimburse the employee's sick leave bank the number of sick days used by the employee in proportion to the total amount of money recovered. This provision includes claims made to ICBC.

19.11 Long Term Disability Plan

Employees shall be covered by a Long Term Disability Plan. Upon acceptance of a claim, employees shall be covered by a Long Term Disability Plan after six (6) months of disability until age sixty-five (65), less the qualifying period. Coverage will be seventy percent (70%) of the first three thousand dollars (\$3,000.00) of monthly earnings and fifty percent (50%) of the remaining monthly salary to a maximum of ten thousand dollars (\$10,000.00). The cost of the Plan will be borne entirely by the employees. Eligible employees, upon completion of a three (3) month waiting period, shall become members of the Long Term Disability Plan as a condition of employment which will provide for seventy percent (70%) salary continuation after six (6) months of disability until age sixty-five (65).

ARTICLE 20 – SERVICE SEVERANCE PAY

20.01 Retirement

Employees retiring from the service of the Employer (as defined by the Rules of the Municipal Pension Plan), or Regular Employees terminating from the service of the Employer other than for retirement, with a minimum of twenty (20) calendar years' service with the Employer, shall be paid at the rate of five (5) days' pay for each calendar year of service.

The above paragraph shall have no application to employees hired after 1999 February 11. Regular Full-Time Employees hired after 1999 February 11 and who retire (as defined by the Rules of the Municipal Pension Plan) with a minimum of ten (10) years of service with the Employer shall be paid twenty (20) days' pay upon retirement.

20.02 Service Severance Paid to the Estate

In the event of death, all such accrued Service Severance Pay shall be paid to the employee's estate or beneficiary.

20.03 Effective Date

For the purpose of this Article, Service Severance Pay accumulation shall be effective from 1st January 1973.

20.04 Definitions

For the purpose of Service Severance Pay, the following definitions shall apply:

"Retirement" - shall be defined as an employee leaving the service of the Employer in accordance with the Rules of the Municipal Pension Plan; and shall apply to all employees as though contributing under the said Rules, provided they retire at the retirement ages permitted in the Rules of the Municipal Pension Plan.

"Day's Pay" - shall be defined as pay for one (1) day at the then current rate of pay for the classification in which the employee was regularly employed.

Where an employee is on a bi-weekly rate, the daily rate for the purposes of this Article shall be calculated as follows:

$$\frac{\text{Bi-weekly rate} \times 26}{261} = \text{Daily Rate}$$

ARTICLE 21 – LEAVE OF ABSENCE

21.01 For Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance.

21.02 For Union Duties

(a) It is agreed that official representatives of the Union be granted leave of absence without pay to attend Union conventions or perform any other function on behalf of the Union and its affiliation, provided not more than three (3) Union representatives shall be away at any one time. Such leave of absence shall not affect the employee's seniority and/or benefits contained in the Agreement.

- (b) It is agreed that any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period up to one (1) year and shall be renewed each year on request during the employee's term of office.
- (c) The Employer agrees to continue to pay such representatives regular pay and shall submit an account to the Union for such amount plus an additional flat rate of thirty-five percent (35%) of the wages to offset the costs of benefits paid by the City while representatives are on leave of absence. The flat rate percentage is intended to reflect City costs associated with vacation, general holidays, sick leave, workers' compensation, Canada Pension, Employment Insurance, Group Life Insurance, Medical Services Plan, Extended Health, Dental and Municipal Pension Plan.
- (d) The Employer shall submit an invoice to the Union and the Union shall then reimburse the Employer to the amount of the account to be rendered within sixty (60) days of receipt.
- (e) The Employer and the Union shall jointly review the burden flat rate percentage annually to ensure a reasonable recovery of costs associated with benefits as noted in Article 21.02(c) and any new benefits as they arise. Any adjustments will be by mutual consent.

21.03 Bereavement Leave

A Regular Full-Time Employee shall be granted leave and may be granted a maximum of five (5) regularly scheduled work days' leave without loss of pay or benefits in the case of either death or terminal illness of a parent (including step or foster), parent-in-law, spouse (including common-law), brother, sister, child (including step or foster), or grandchild. A Regular Full-Time Employee who has been granted leave under this provision shall be entitled to such leave within thirty (30) calendar days following the death of such relatives. A Regular Part-Time or Part-Time Employee shall be entitled to such leave without loss of pay or benefits for any previously scheduled shifts within five (5) calendar days following the death of such relatives.

A Regular Full-Time Employee shall be granted leave and may be granted a maximum of three (3) regularly scheduled work days' leave without loss of pay or benefits in the case of either death or terminal illness of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or any other relative residing in the employee's household. A Regular Full-Time Employee who has been granted leave under this provision shall be entitled to such leave within thirty (30) calendar days following the death of such relatives. A relative shall include a person related by marriage, adoption or common-law. A Regular Part-Time or Part-Time Employee shall be entitled to such leave without loss of pay or benefits for any previously scheduled shifts within three (3) calendar days following the death of such relatives.

Where the burial occurs outside the Province an additional leave without pay shall be granted for reasonable travelling time, not to exceed seven (7) days.

21.04 For Public Duties

- (1) Upon written request, the Employer may grant a leave of absence without pay and without loss of seniority to a maximum of four (4) weeks so that an employee may be a candidate in federal, provincial, or municipal elections.
- (2) Upon written request, the Employer may grant a leave of absence without pay and without loss of seniority to an employee who is elected to public office, during the employee's term of office.
- (3) Such leaves shall not be unjustly withheld.

21.05 Mourner's Leave

One (1) day's leave shall be granted without loss of pay or wages to attend a funeral as a pallbearer.

21.06 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. Such approval shall not be withheld unjustly. An employee will continue to accumulate seniority for the first three (3) months of a leave of absence.

21.07 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between the employee's normal earnings and the payment the employee receives 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.

An employee who is required to serve as a witness on the employee's regular scheduled day off, in a court action as a direct result of the employee's duties being performed while on the job, will be paid at the prevailing overtime rates upon proof of time served.

21.08 Maternity and Parental Leave

(1) Entitlement

Employees shall be entitled to maternity and parental leave without pay in accordance with the Employment Standards Act.

(2) Notice Requirements and Commencement of Leave

- (a) 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.

- (b) 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.)
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the employee's maternity leave will be deemed to have started on the date the employee gave birth.

(3) 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 (4) herein, and vacation entitlement (but not for general 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.

(4) Benefits

- (a) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (b) Pension contributions will cease during the period of the leave. Upon returning to work, the employee may purchase service for the period of the leave pursuant to the provisions of the Municipal Pension Plan Rules.

(5) Supplementary Employment Insurance Benefits

- (a) 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.

- (b) 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.
- (c) 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.
- (d) 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:
 - (1) for the first six (6) weeks, which includes the Employment Insurance waiting period; and
 - (2) 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.
- (e) 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.
- (f) 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.

21.09 Military Leave

An employee may be allowed up to a maximum of two (2) weeks without pay and without loss of seniority or welfare benefits to attend to military business. The employee must provide proof of participation in the program and must provide details of the requested leave prior to March 31 in each year.

21.10 Benefit Provision During Leaves of Absence

All benefits, except retention of seniority, terminate for any unpaid leave of absence in excess of four (4) weeks, other than those benefits included in Article 21.08.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES22.01 Pay Days

Employees shall be paid, in accordance with the attached salary and wage schedule, on a bi-weekly basis by direct deposit. On each pay day, each employee shall be provided with an itemized statement of their wages and deductions.

22.02 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of sex.

22.03 Daily Guarantee

- (1) Employees reporting for work on the call of the Employer except school students reporting for work on school days: the employee's regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one (1) day of:
 - (a) If the employee does not commence work, two (2) hours' pay at the employee's regular rate, except where the employee's condition is such that they are not competent to perform their duties, or has failed to comply with the Accident Prevention Regulations of WorkSafeBC; and
 - (b) If the employee commences work, four (4) hours' pay at the employee's regular rate.
- (2) School students (i.e., those who attend a recognized educational institution in B.C. enrolled in a full-time program) reporting for work on school days on the call of the Employer: the employee's regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one (1) day of two (2) hours' pay at the employee's regular rate.
- (3) Notwithstanding paragraphs (1) and (2) above, the Daily Guarantee shall be reduced from four (4) hours to two (2) hours for Regular Part-Time, Part-Time, Auxiliary and Temporary Full-Time Employees when attending staff meetings and/or training sessions to a maximum of four (4) occasions per employee per year.
- (4) The four (4) hour daily guarantee for Aquatic Staff in the CDPR Division shall be replaced with a minimum of two (2) hours subject to the following:
 - (1) the application of Article 22.03(3);
 - (2) the scheduling of swimming lessons where it is otherwise not possible to create a four (4) hour block of work;
 - (3) providing last minute coverage in the event of unexpected absence or increased attendance at aquatic facilities which could not be foreseen; and,
 - (4) Article 22.03(1)(b) is not affected by this provision.

- (5) A daily guarantee only applies once in a day, notwithstanding an employee could have a split shift or go home and come back to work which is more than once in the same day.

22.04 Acting Pay

- (a) On every occasion that an Inside Employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by the Agreement which is senior to the position which is normally held by the employee, and where the employee acts for more than half the number of hours in a day in the senior-rated position, the employee shall be entitled to receive acting pay for the number of hours spent acting in the higher rated position. The employee shall be entitled to receive the minimum rate of pay in the scale for such senior position, except where the salary received by the employee in their own position is equal to, or exceeds, the minimum rate of the senior position, in which case the employee shall receive the next higher rate in the pay range of the senior position which will provide at least a minimum of four percent (4%).
- (b) An Outside employee who is temporarily required to work in a position with a wage rate which is higher than that wage rate for the position in which the employee is normally employed shall receive the wage rate of that higher classification while so required to work.
- (c) Where an employee is required by the Employer to act in a lower-rated position, the employee will retain their existing rate of pay while so acting. This provision does not apply in the case of layoffs. When an employee chooses to work in a lower-rated position, the employee will assume the lower rate of pay for the time spent in the lower rated position.
- (d) For the purpose of this section, appointments of employees to a level of higher responsibility must be authorized by the Head of the Department.
- (e) The time spent acting in the higher capacity will count toward the next increment step in the acting position. It will not, however, count towards the next increment in the position from which the employee has been elevated to act.
- (f) Parks and Recreation employees in Schedule "A" – Aquatic Lifeguard/Instructor and Aquatic Leader – will follow the acting pay provision in accordance with Article 22.04(b).

22.05 Acting Assignments in Exempt Positions

Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid from the first day in the temporary assigned position, ten percent (10%) above the assigned employee's regular classification rate for time worked. In each assignment the employee shall be notified in writing in advance of the temporary assignment and shall be advised of the duties, responsibilities and role during the temporary assignment.

22.06 Provisions for Meals and Rest Periods on Overtime

After regular hours where an employee is required to work overtime they shall receive breaks of one-half (½) hour each, time off without pay for meal time, as herein provided. In the event that the overtime work continues immediately after regular hours and is estimated to continue for two (2) hours or longer, the first half (½) hour break shall be given within the second (2nd) hour of overtime and if overtime continues, the employee shall be entitled to one-half (½) hour time off without pay at the end of every four (4) hours after the first meal time break. In the event that an employee having completed their regular hours is called back to perform overtime work the half (½) hour time off period shall be granted within the fifth (5th) hour of overtime and if overtime work continues then further periods shall be granted at the end of every four (4) hours thereafter. If an employee is required to perform overtime work within the first (1st) hour after regular hours the overtime work will for the purpose of this clause be deemed to have continued immediately after regular hours.

In each four (4) hour work period there shall be a fifteen (15) minute rest period. An employee required to work more than two (2) hours' overtime immediately following their regular shift shall be provided with a meal, or an allowance of twelve dollars (\$12.00), by the Employer.

The above references to 'regular hours' and 'regular shift' are based on full-time hours.

Employees required to work more than four (4) hours of overtime, with the exception of prescheduled overtime, shall be provided with a meal or an allowance of twelve dollars (\$12.00) by the Employer. Prescheduled overtime shall be defined as overtime scheduled with a minimum of four (4) hours prior notification.

22.07 Education Allowances

The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify for the performance of the employee's job. Payment shall be made upon commencement of the course, with an understanding that if an employee fails the course, it is the responsibility of the employee for further costs associated with that particular course. The employee must conscientiously attend and complete assignments and, if not, tuition shall be refunded to the Employer.

22.08 Fees and Licenses

The Employer shall pay fees and/or licenses for any employee who is required by the Employer to be a member of an association, or hold a ticket except commonly held licenses and tickets such as a driver's license.

22.09 Premium Pay – Raw Sewage

Employees working on sewer infrastructure shall be paid a premium of seventy-five cents (\$0.75) per hour while they are in physical contact with human raw sewage. The Superintendent of Sewer Works shall determine when this premium shall be paid.

22.10 Parks Litter/Garbage Collection Premium

Parks employees assigned to the litter/garbage collection route shall be paid a premium of fifty cents (\$0.50) per hour while so assigned and where the Employer has determined this premium is to be paid.

22.11 Premium Pay – Brushing

Employees performing "brushing" duties shall receive twenty cents (\$0.20) per hour in addition to the regular rate of pay for actual time spent in "brushing", to assist in the replacement of rain gear.

22.12 Premium Pay – Snow Ploughing/Sanding/Salting

Labourers engaged in snowploughing/sanding/salting duties using a one-ton truck shall be paid a premium of fifty cents (\$0.50) per hour while performing such duties.

22.13 Tradesperson 2 Tools

All employees in the classifications of Trades Supervisor, Tradesperson 2 – Mechanic, Tradesperson 2 – Carpenter, Tradesperson 2 – Plumber, Tradesperson 2 – Electrician, and Apprentice Mechanic shall be required to provide the hand tools required to perform their work for the Employer.

22.14 Mechanic Tool Insurance

In recognition of the fact that Mechanics are required to provide their own tools, the Employer will provide fire and major theft insurance for mechanic-owned tools and equipment that are used in the work required by the Employer provided that the employee submits a list of items for approval annually. The coverage will have a fifteen thousand dollar (\$15,000.00) cap and two hundred dollar (\$200.00) deductible payable by the employee and proof of theft will be required by the Employer. Subject to the Employer reviewing the list of items submitted annually by the employee, the Employer may agree to increase the cap on an individual basis based on approval of the list submitted by the employee.

22.15 First Aid Allowance

Employees who are required to maintain a First Aid Certificate shall receive for an:

- (1) Occupational First Aid - Level 1 - forty cents (\$0.40) per hour;
- (2) Occupational First Aid - Level 2 - fifty cents (\$0.50) per hour;
- (3) Occupational First Aid - Level 3 - sixty cents (\$0.60) per hour.

22.16 Boot Allowance

An additional twenty cents (\$0.20) per hour boot allowance for all members of the asphalt crew (including the truck driver, where they work in the asphalt alongside the asphalt crew).

22.17 Clothing and Broken Tool Replacement Policies

- (1) The Municipality agrees to supply:
 - (i) two (2) pairs of clean coveralls per week per mechanic;
 - (ii) two (2) pairs of clean coveralls per week per operator of paint and spray machines while actually spraying;
 - (iii) two (2) rubberized suits and suitable oxygen masks for each pump station;
 - (iv) two (2) pairs of clean coveralls per week per person for the parks garbage detail, garbage dump attendant, and the street sweeper driver;
 - (v) leather gauntlet style gloves shall be made available to all brushing crew employees;
 - (vi) Municipality agrees to test the use of disposable lab coats for Exhibits Clerk position;
 - (vii) two (2) pairs of clean coveralls per week for employees classified as: Electro-Mechanical Technician, Labourer – Electro-Mechanical, Equipment Operator 3 – Flusher Truck, Supervisor 2, Labourer – Sewers, Maintenanceworker – Utilities, and Water Maintenanceworker where the employee is exposed to contaminant or hazardous material.

- (2) In any case, where mechanics and carpenters are required by the Employer to provide their own hand tools and where such hand tools are broken as a result of such employees carrying out the required duties and responsibilities in a proper manner, then the Employer shall pay the cost of replacing such broken hand tools, unless the employee is able to effect replacement without cost to themselves under the terms of a guarantee or warranty, provided the replacement is approved by the appropriate Supervisor.

22.18 Mileage Allowance

Kilometer rates paid to employees using their own vehicle for the Employer's business shall be as follows:

- (1) Employees, other than those covered by Section (2), shall be paid in accordance with maximum non-taxable Canada Revenue Agency Guidelines.
- (2) Where employees require transportation to perform their work responsibilities, the Employer will attempt to provide a municipal vehicle for this purpose. If a municipal vehicle is not available the Employer will pay the allowance provided under Section (1) for all kilometres the employee uses their personal vehicle on Employer business.
- (3) For the purpose of this clause, all kilometers shall be calculated from the first to the last day of each calendar month.

22.19 Time Sheets

Where monetary changes are made to Payroll time sheets, the employee will be provided with written documentation of the reasons for the changes.

22.20 Market Adjustment

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 (2) 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.

22.21 Environmental Operator Certificate Program

Where a job specification and/or description does not require an employee to hold an Environmental Operator Certificate Program (EOCP) Level 3 or 4 certificate and the Employer approves an employee to attain either certificate and the employee does attain and maintain the certificate in good standing, such employee shall be eligible to receive a bi-weekly premium as follows:

Level 3 - \$60.00 biweekly

Level 4 - \$80.00 biweekly

An employee who currently holds a Level 2 certificate and has been approved by the Employer to attain a Level 3 certificate shall be eligible to receive a premium of forty dollars (\$40.00) biweekly after the completion of fifty percent (50%) of the required training and experience for a Level 3 certificate. An employee who has commenced receipt of the forty dollars (\$40.00) biweekly premium will continue to receive the premium until the employee successfully completes the Level 3 training, or for a period of twelve (12) months following the commencement of the premium payment, whichever is sooner.

Where an employee requests approval to attain an EOCP Level 3 or 4 certificate the Employer will not unreasonably withhold approval to attain such certificate.

The Employer and Union agree that these premiums are based on the EOCP program as it exists on 2008 May 05. Should there be changes made to the requirements for attaining these certificates the Employer and the Union will meet to discuss how these premiums apply to the new program or if they should continue to apply at all.

ARTICLE 23 – JOB CLASSIFICATION AND RECLASSIFICATION

23.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent.

Classifications and job descriptions so established shall not be eliminated without first advising the Union.

23.02 Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the Union and/or employee feels they are unfairly or incorrectly classified, or when any position not covered by salary and wage schedules attached hereto is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become effective on a date mutually agreed upon between the parties.

23.03 Reclassifications

(1) For the trial period it is understood and agreed that in the event of a reclassification to a higher position the employees shall receive no reduction in pay and shall fit the increment schedule accordingly, and at the end of the trial period the employee shall receive the next highest increment of the higher position.

In all cases where an employee has been reclassified to a higher classification as to employment after January 1st, 1970, payment of annual salary increments may be made from the anniversary date of such reclassification, and not from the anniversary date of the employee's employment by the Employer.

(2) Adjustment in Pay - In the event of reclassification or revaluation results in a lower rate of pay for a position class, the incumbents shall suffer no loss of pay but shall be granted fifty percent (50%) of any general increase until the revised rate of pay is reached.

ARTICLE 24 – SAFETY AND HEALTH

24.01 Cooperation on Safety

The Union and Employer shall cooperate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous work.

24.02 Union-Employer Safety Committee

A Safety and Health Committee shall be established and composed of representatives of the Employer and the Union, each to appoint their respective members, to a maximum of five (5) members each, with equal representation from each Department where possible.

24.03 Meetings of Committee

The Safety and Health Committee shall hold meetings as requested by the Union or by the Employer and all unsafe, hazardous, or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Safety and Health Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union.

24.04 Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment, and protective clothing when needed.

24.05 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job, which, in the opinion of the Safety and Health Committee is not safe. No employee shall be required to work in contravention of safety regulations set out by WorkSafeBC or other Regulatory Agency. If an employee is concerned about the safety of the job site or equipment assigned, the employee will immediately report the condition to the employee's management supervisor who will ensure that the work may be performed without undue risk. If the matter remains unresolved, it shall be referred to the Safety and Health Committee for an immediate decision.

24.06 Investigation of Accidents

The Union shall be notified as soon as possible of each accident or injury. Copies of all reports shall be forwarded to the Secretary of the Union. Upon request of the Union, the Safety and Health Committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.

24.07 Pay for Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

24.08 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

24.09 WorkSafeBC Claim

(1) When an employee misses the next scheduled shift as a result of a workplace injury or disease, the employee will be compensated as follows:

Regular employees:

(a) Regular employees will receive an advance equal to their normal net pay from the first shift following the day of injury until their return to work. Time loss will

be recorded as WorkSafeBC. Benefit cost share and accruals will continue as if the employee is at work. While the decision on the claim is pending, this advance will only continue while the employee has available paid entitlements sufficient to repay the advance in the event the claim is denied.

- (b) Where an employee is injured while working for another Employer, Maple Ridge will not top up any difference to net pay for an injury occurring with the other Employer.
- (c) Wage loss benefits received from WorkSafeBC will be paid to the Employer.
- (d) Upon completion of the claim, the advance shall be repaid by the money received from WorkSafeBC and by the payment of the employee's sick leave credits.
- (e) If the claim is denied, the employee will be required to repay the advance using available paid entitlements.
- (f) If a claim is subsequently accepted due to appeal, the appeal decision will be implemented at that time in accordance with item (c) above.

Part-Time and Auxiliary Employees

Part-Time and Auxiliary Employees will receive wage loss benefits directly from WorkSafeBC upon acceptance of their claim.

- (2) The Union, the Joint Safety and Health Committee and the representatives thereof shall have full access to employee accident reports and other Employer safety and non-confidential health records in the possession of the Employer, including records, reports and other data provided to and by WorkSafeBC and the Government and its agencies.

24.10 Job Safety Orientation

It is agreed that safety is the concern of both the Union and the Employer and in this regard, each new employee on their first day of employment, shall undertake job safety orientation as promised by the Employer.

The Employer will work with the Safety and Health Committee in coordinating safety seminars, aimed at educating the Employer's work force in job-related personal and public safety matters. Time spent during regular working hours shall be considered time worked.

24.11 City Vehicles – Safety Checks

In the interest of promoting and preserving a safe City Vehicle Policy, the Employer shall ensure that all City vehicles, including sedans and pick-up trucks, are maintained on a continuous basis in accordance with the National Safety Code and the B.C. Commercial Vehicle Inspection Program.

24.12 Disclosure of Information

Upon request, the Employer shall provide to the Safety and Health Committee the information it is capable of obtaining from its suppliers on biological agents, compounds, substances and by-products used in the work environment.

ARTICLE 25 – TECHNOLOGICAL AND OTHER CHANGES

25.01 The Employer recognizes that it has a responsibility to its employees before the introduction of any technological changes or methods of operation which may adversely affect the continued employment of regular employees, conditions of employment, wage rates, or work load. In this respect the Council of the City of Maple Ridge shall notify the Union.

The Employer further recognizes that Regular Employees so affected will be given all available opportunities commensurate with seniority and abilities to acquire the necessary knowledge and skills required for retention of their employment. Notwithstanding the foregoing, it is agreed between the parties that any Regular Employee who is displaced as a result of technological changes or method of operation, will be given an opportunity to fill vacancies related to the employee's skills and qualifications according to seniority.

ARTICLE 26 – TRAINING PROGRAM

26.01 The Employer shall post any job related training courses for which employees may be selected on Bulletin Boards to afford all interested employees an opportunity to apply for such training.

Regular Employees will be encouraged to learn the duties of other positions under proper supervision and every opportunity shall be afforded them to learn the work of such positions during the regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. The Department Head shall for this purpose arrange for the interested employee(s) to learn positions for temporary periods without affecting the rates of pay of the employee(s) concerned. All applications of interested employees shall be forwarded to the Director of Human Resources.

Employees interested in training for other positions may, in showing initiative, make every effort to gain knowledge, ability and skill outside the Municipal sphere so as to augment the above.

ARTICLE 27 – JOB SECURITY

27.01 The Employer has the right to contract out any work; however, such contracting out shall not affect the continued employment of those Regular and Part-Time Employees (including Probationary Employees) on the City's payroll as of 1999 January 11.

ARTICLE 28 – GENERAL CONDITIONS

28.01 Proper Facilities

Proper facilities shall be provided for employees working at the Municipal hall, the Arena, Municipal Operations Centre and Gravel Pit to have their meals and change their clothes. The Employer will endeavour to provide a vehicle in which those employees on other job sites may eat their lunch, and when such employees are working in unsanitary conditions or during inclement weather, the Employer will endeavour to provide reasonable facilities.

It is agreed between the Parties that should the Employer be unable to provide reasonable facilities during inclement weather or unsanitary conditions, the Employer, at the discretion of the Manager of Engineering Operations, shall permit fifteen (15) minutes total travel time, plus vehicles, if required, to transport the employees to the nearest Employer facility to eat their lunch.

28.02 Bulletin Boards

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

28.03 Termination

All employees shall give not less than ten (10) working days' notice to the employee's Department Head of intention to terminate employment.

28.04 Indemnity

Where coverage supplied through its comprehensive liability policy does not apply, the Employer agrees to meet with the Union to determine whether or not legal counsel is the responsibility of the Employer.

28.05 Plural or Feminine Terms May Apply

Where the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used.

28.06 No Discrimination

It is agreed that there shall be no discrimination, interference, restriction, coercion, harassment or intimidation with respect to an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, mental or physical disability, or membership or activity in the Union.

ARTICLE 29 – CONTINUATION OF ACQUIRED RIGHTS

29.01 All provisions of this Agreement are subject to applicable laws and regulations now or hereafter in effect. If any law now existing or hereafter enacted, or altered by way of changes to the law or regulations shall invalidate any provisions of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, this Agreement shall not be invalidated. It is understood and agreed that the existing rights, benefits or privileges of the employees and the Employer shall not be less than those provided for in this Agreement or applicable legislation (whichever is the greater) and either party upon notice to the other may reopen this present Agreement to the degree necessary to give effect to the provisions contained herein.

ARTICLE 30 – CROSSING OF PICKET LINES DURING STRIKE

30.01 No employee covered by this Agreement, except in emergency conditions, will be required to enter any building, property, or business where a picket line is in evidence, when such picket line is established under the Statutes of the Province of British Columbia or the Federal Government.

In witness whereof, both parties hereto have executed these presents on this 28th day of June, 2022.

SIGNED ON BEHALF OF THE CITY OF MAPLE RIDGE:

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 622:

"Mike Morden"

"Neerje Harvey"

MAYOR

PRESIDENT

"Patrick Hlavac-Winsor"

"Christine Axelsen"

CORPORATE OFFICER

SECRETARY

SCHEDULE "A"INSIDE PAY GRADES

<u>Class Title</u>	<u>Schedule "B" Notes</u>	<u>Pay Grade</u>
Access Leader		14
Accountant 1		21
Accountant 2		23
Accountant 3		25
Accounting Clerk – Revenue		18
Accounting Clerk 1		14
Accounting Clerk 2		17
Administrative Assistant		17
Administrative Assistant – Licenses and Bylaws		18
Administrative Assistant – RCMP		19
Administrative Support Assistant – RCMP		17
Animal Control Officer		19
Animal Licensing Officer	S	16
Aquatic Leader	C,J,Q	15
Booking Clerk	I	14
Budget Analyst		23
Building Inspector 1		26
Building Inspector 2		28
Building Services Supervisor	C,J	17
Business Operations Coordinator	C	22
Business Retention & Expansion Officer	C,J	23
Business Support Analyst		23
Business Systems Analyst		28
Buyer		22
Bylaw Clerk		16
Bylaw Compliance Officer		21
Cashier Clerk – Finance		16
Cemetery Services Coordinator		18
Clerk 1	A,I	11
Clerk 2	I	13
Clerk 2 Emergency Program		13
Clerk 2 – RCMP	M	13
Clerk 3		17
Clerk Buyer		17
Clerk-Cashier		12
Clerk Typist 2		12
Clerk Typist 2 – RCMP	M	12
Clerk Typist 3		15

SCHEDULE "A" (cont'd)

Page 2

<u>Class Title</u>	<u>Schedule "B" Notes</u>	<u>Pay Grade</u>
Clerk Typist 3 (RCMP)	M	15
Committee Clerk		17
Communications and Media Coordinator – Police Services		21
Community Safety Officer		22
Computer Programmer		23
Computer Support Specialist		21
Coordinator – Licences & Permits		20
Coordinator – RCMP Services		17
Court Liaison Assistant		17
Court Liaison Officer		22
C.P.I.C. Operator-Clerk	M	15
Crime Analyst		24
Crime Analyst Assistant		19
Crime Prevention Unit Coordinator – RCMP	M	18
Crime Prevention Unit Supervisor	M	20
CRU Secretary		15
Customer Experience Clerk	I,K	12
Customer Service Supervisor		16
Database Administrator 1		28
Development Cost Charge Coordinator		25
Development Services Technician		16
Digital Marketing and Engagement Coordinator		21
Draftsperson 1		17
Draftsperson 2		21
Electrical Inspector 1		26
Electronic Disclosure Coordinator		19
Emergency Program Coordinator		22
Engineer Trainee		23
Engineering and Operations Clerk		14
Engineering Assistant 2		17
Engineering Development Technician		21
Engineering Inspector 1	C	17
Engineering Inspector 2	C	22
Engineering Inspector 3		24
Engineering Project Clerk		14
Engineering Technician		24
Engineering Technologist – Projects		26
Engineering Technologist – Projects (Operations)	C	26
Engineering Technologist 1		25
Engineering Technologist 1 (Operations)	C	25
Environmental Coordinator		28

SCHEDULE "A" (cont'd)

Page 3

<u>Class Title</u>	<u>Schedule "B" Notes</u>	<u>Pay Grade</u>
Environmental Officer		25
Environmental Planner 1		28
Environmental Planner 2		30
Environmental Technician		24
Exhibits Custodian		17
Facilities Project Coordinator		23
Field Allocator		17
Film Production Liaison		17
Filming Coordinator		22
Financial Analyst		25
Fleet Maintenance Coordinator		16
Fleet Maintenance Coordinator – Clerk Typist 3		16
Fleet System Technician	C	17
Forensic Video Technician		21
GIS Secretary	M	15
GIS Solutions Analyst		25
GIS Technician		24
Geographic Information Systems Coordinator (GIS)		28
Help Desk Coordinator		19
Information Officer	M	15
Information and Privacy Coordinator		19
Information Services Support Specialist		24
Instrumentperson 1		17
Instrumentperson 2		21
Landscape Technician		22
Laserfiche User Support Coordinator		21
Legislative Clerk		15
Mail Clerk		9
Maintenance Technician	R	19
Mapping and Graphics Technician		22
Marketing & Communications Assistant		16
Marketing & Communications Coordinator	C,J	22
Master Name Index (MNI) Reviewer	M	15
Municipal Reader		19
Network Analyst		26
Network Security Analyst		28

SCHEDULE "A" (cont'd)

Page 4

<u>Class Title</u>	<u>Schedule "B" Notes</u>	<u>Pay Grade</u>
Network Support Specialist		28
Office Supervisor	C	19
Park Planning Technician		26
Parking Officer		18
Parks & Leisure Services Clerk		14
Payroll Clerk – Senior		19
Plan Checker 1		19
Plan Checker 2		23
Planner 1		28
Planner 2		30
Planning Assistant 1		17
Planning Assistant 2		20
Planning Assistant 3		22
Planning Landscape Technician		24
Planning Technician		24
Plumbing & Gas Inspector 1		26
PRIME Assistant		17
PRIME Operator	M	15
PRIME Reviewer	M	15
Process Automation Technologist		24
Property Management Assistant		18
Protective Services Clerk		14
Purchasing Supervisor		25
Receptionist/Switchboard Operator		12
Receptionist/Switchboard Operator (RCMP)	M	12
Records Coordinator	M	20
Records Supervisor – RCMP	M	24
Records Management Assistant		17
Recreation Coordinator – Aquatics	C,J	22
Recreation Coordinator – Core Area	C,J	22
Recreation Coordinator – Health & Wellness	C,J	22
Recreation Coordinator – Neighbourhood Development	C	22
Recreation Coordinator – Special Events	C,J	22
Recreation Coordinator – Special Services	C,J	22
Recreation Coordinator – Youth	C,J	22
Recreation Host Attendant	C	12
Recreation Program Assistant 1	C,J	14
Recreation Program Assistant 2	C,J	16
Recreation Programmer		18
Recreation Programmer – Aquatics	C,J	18

SCHEDULE "A" (cont'd)

Page 5

<u>Class Title</u>	<u>Schedule "B" Notes</u>	<u>Pay Grade</u>
Recreation Programmer – Youth	C,J	18
Recreation Therapist	C	19
Registration Clerk-Receptionist	I,K	12
Research Technician		22
Rodperson	A	12
Senior Analyst/Programmer		28
Senior Bylaw Compliance Officer		23
Senior Community Safety Officer		24
Senior Development Services Technician		17
Senior Engineering Technologist – Developments		27
Senior Parks & Leisure Services Clerk		15
Senior Planning Technician		26
Site Grading Technologist		24
Social Planning Analyst	C,J	26
Social Planning Hub Coordinator	J	22
Software & Customer Support Assistant		15
Special Events Assistant	C	16
Storekeeper 1A	C,D,G	15
Storekeeper 2	C,D,G	19
Subdivision and Development Technologist		24
Supervisor – Electrical – Mechanical		25
Supervisor Mapping and Drafting		27
Support Services Supervisor	M	20
Systems Analyst 1		23
Systems Analyst 2		26
Tourism Coordinator		22
Traffic Clerk		15
Traffic Technician		23
Traffic and Transportation Technologist		28
User Support Assistant		16
User Supportant Assistant 2		19
Victim Services Case Worker – Police Services		19
Victim Services Program Coordinator – Police Services		22
Youth Program Assistant I	C,J	14
Youth Program Assistant II	C,J	16

PAY GRADE RATESKey:

A – Effective 2021 April 01 – 2022 March 31

B – Effective 2022 April 01 – 2023 March 31

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
9	A	20.76	21.87	23.01	24.28
	B	21.18	22.31	23.47	24.77
10	A	21.57	22.75	23.93	25.18
	B	22.00	23.21	24.41	25.68
11	A	22.47	23.67	24.93	26.22
	B	22.92	24.14	25.43	26.74
12	A	23.30	24.56	25.87	27.35
	B	23.77	25.05	26.39	27.90
13	A	24.28	25.58	26.97	28.41
	B	24.77	26.09	27.51	28.98
14	A	25.18	26.57	28.04	29.60
	B	25.68	27.10	28.60	30.19
15	A	26.22	27.64	29.19	30.79
	B	26.74	28.19	29.77	31.41
16	A	27.35	28.80	30.38	32.11
	B	27.90	29.38	30.99	32.75
17	A	28.41	29.99	31.65	33.46
	B	28.98	30.59	32.28	34.13
18	A	29.60	31.22	32.96	34.80
	B	30.19	31.84	33.62	35.50
19	A	30.79	32.50	34.32	36.27
	B	31.41	33.15	35.01	37.00

SCHEDULE "A" (cont'd)

Page 7

Pay Grade Rates (cont'd)Key:

A – Effective 2021 April 01 – 2022 March 31

B – Effective 2022 April 01 – 2023 March 31

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
20	A	32.11	33.88	35.77	37.79
	B	32.75	34.56	36.49	38.55
21	A	33.46	35.27	37.27	39.34
	B	34.13	35.98	38.02	40.13
22	A	34.80	36.76	38.82	40.98
	B	35.50	37.50	39.60	41.80
23	A	36.27	38.30	40.43	42.78
	B	37.00	39.07	41.24	43.64
24	A	37.79	39.94	42.21	44.57
	B	38.55	40.74	43.05	45.46
25	A	39.34	41.61	43.93	46.45
	B	40.13	42.44	44.81	47.38
26	A	40.98	43.32	45.81	48.42
	B	41.80	44.19	46.73	49.39
27	A	42.78	45.20	47.75	50.48
	B	43.64	46.10	48.71	51.49
28	A	44.57	47.12	49.83	52.66
	B	45.46	48.06	50.83	53.71
29	A	46.45	49.08	51.91	54.95
	B	47.38	50.06	52.95	56.05
30	A	48.42	51.20	54.14	57.29
	B	49.39	52.22	55.22	58.44

OUTSIDE HOURLY RATESKey:

A – Effective 2021 April 01 – 2022 March 31

B – Effective 2022 April 01 – 2023 March 31

<u>Job Title</u>	<u>Sched. "B"</u> <u>Notes</u>	<u>Effec.</u> <u>Date</u>	<u>Steps</u>			
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Asphalt Raker		A	30.60			
		B	31.21			
Building Service Worker	E,H,Q	A	28.44			
		B	29.01			
Concrete Finisher		A	32.54			
		B	33.19			
Custodial Guard 1	F	A	26.24	27.35	28.41	
		B	26.76	27.90	28.98	
Custodial Guard 2	F	A	27.35	28.41	29.59	
		B	27.90	28.98	30.18	
Custodial Guard 3	F	A	29.59	30.72	31.93	
		B	30.18	31.33	32.57	
Electronics Technician		A	30.79	32.50	34.32	36.27
		B	31.41	33.15	35.01	37.00
Equipment Operator 1		A	30.80			
		B	31.42			
Equipment Operator 2		A	31.61			
		B	32.24			
Equipment Operator 3	O	A	31.93			
		B	32.57			
Equipment Operator 4a		A	33.56			
		B	34.23			

SCHEDULE "A" (cont'd)Outside Hourly Rates (cont'd)Key:

A – Effective 2021 April 01 – 2022 March 31

B – Effective 2022 April 01 – 2023 March 31

<u>Job Title</u>	<u>Sched. "B"</u> <u>Notes</u>	<u>Effec.</u> <u>Date</u>	<u>Steps</u>			
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Equipment Operator 4a/Truck Driver		A	33.56			
		B	34.23			
Equipment Operator 4b		A	34.31			
		B	35.00			
Equipment Operator 5		A	35.54			
		B	36.25			
Facilities Operations Supervisor	J	A	40.48	41.72	42.86	
		B	41.29	42.55	43.72	
Field Arborist		A	38.24			
		B	39.00			
Fixed Equipment Maintainer		A	38.67			
		B	39.44			
Garage Assistant		A	30.80			
		B	31.42			
Groundskeeper – Fields		A	35.90			
		B	36.62			
Labourer		A	29.88			
		B	30.48			
Lead Hand – Roads/Drainage		A	31.90			
		B	32.54			
Maintenance Worker – Utilities		A	31.93			
		B	32.57			

SCHEDULE "A" (cont'd)Outside Hourly Rates (cont'd)Key:

A – Effective 2021 April 01 – 2022 March 31

B – Effective 2022 April 01 – 2023 March 31

<u>Job Title</u>	<u>Sched. "B"</u> <u>Notes</u>	<u>Effec.</u> <u>Date</u>	<u>Steps</u>			
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Millwright		A	40.47			
		B	41.28			
Park Attendant		A	30.21			
		B	30.81			
Parks Operations Supervisor		A	40.48	41.72	42.86	
		B	41.29	42.55	43.72	
Parks Worker		A	31.15			
		B	31.77			
Process Automation Technician		A	37.79			
		B	38.55			
Pump Station Services Worker		A	35.02			
		B	35.72			
Sign Maintainer		A	31.30			
		B	31.93			
Supervisor – Custodial Guards	F	A	30.72	31.93	33.46	
		B	31.33	32.57	34.13	
Supervisor 2 Cemetery	B	A	35.05	36.10	37.22	
		B	35.75	36.82	37.96	
Supervisor 2 Engineering Operations		A	38.67			
		B	39.44			
Supervisor 2 Horticulture		A	38.67			
		B	39.44			

SCHEDULE "A" (cont'd)Outside Hourly Rates (cont'd)Key:

A – Effective 2021 April 01 – 2022 March 31

B – Effective 2022 April 01 – 2023 March 31

<u>Job Title</u>	<u>Sched. "B"</u> <u>Notes</u>	<u>Effec.</u> <u>Date</u>	<u>Steps</u>			
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Supervisor 2 Parks Maintenance		A	38.67			
		B	39.44			
Supervisor 2 Turf		A	38.67			
		B	39.44			
Supervisor 2 Urban Forest		A	38.67			
		B	39.44			
Supervisor 3 Engineering Operations		A	40.48	41.72	42.86	
		B	41.29	42.55	43.72	
Supervisor Winter Road Services		A	38.67			
		B	39.44			
Tradesperson 1 – Carpenter		A	35.90			
		B	36.62			
Tradesperson 1 – Gardener		A	35.90			
		B	36.62			
Tradesperson 2 – Carpenter		A	40.47			
		B	41.28			
Tradesperson 2 – Electrician		A	40.47			
		B	41.28			
Tradesperson 2 – Gardener		A	38.24			
		B	39.00			
Tradesperson 2 – Mechanic	N	A	41.15			
		B	41.97			

SCHEDULE "A" (cont'd)Outside Hourly Rates (cont'd)Key:

A – Effective 2021 April 01 – 2022 March 31

B – Effective 2022 April 01 – 2023 March 31

<u>Job Title</u>	<u>Sched. "B"</u> <u>Notes</u>	<u>Effec.</u> <u>Date</u>	<u>Steps</u>			
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Tradesperson 2 – Plumber		A	40.47			
		B	41.28			
Trades Supervisor	B,N	A	43.41	44.61	45.77	
		B	44.28	45.50	46.69	
Trail Maintenance Worker	P	A	31.90			
		B	32.54			
Truck Driver 2		A	31.34			
		B	31.97			
Truck Driver 3		A	31.70			
		B	32.33			
Truck Driver – Tandem Trailer		A	32.69			
		B	33.34			
Utility Equipment Operator	A	A	33.56	34.31	35.54	
		B	34.23	35.00	36.25	
Water System Operator 1		A	36.08			
		B	36.80			
Water System Operator 2		A	40.47			
		B	41.28			
Water System Worker		A	35.91			
		B	36.63			
Yardperson 2		A	31.61			
		B	32.24			

SCHEDULE "A" (cont'd)

Page 13

Outside Hourly Rates (cont'd)Key:

A – Effective 2021 April 01 – 2022 March 31

B – Effective 2022 April 01 – 2023 March 31

APPRENTICE WAGE RATES

		<u>A</u>	<u>B</u>
Apprentice Mechanic	70%	30.53	31.13
	72.5%	30.53	31.13
	75%	30.86	31.48
	77.5%	31.89	32.53
	80%	32.92	33.58
	82.5%	33.95	34.63
	85%	34.98	35.67
	90%	37.04	37.77

The Labourer pay rate shall constitute the minimum amount payable.

PARKS AND RECREATION HOURLY RATESKey:

A – Effective 2021 April 01 – 2022 March 31

B – Effective 2022 April 01 – 2023 March 31

<u>Job Title</u>	<u>Sched. "B"</u> <u>Notes</u>	<u>Effec.</u> <u>Date</u>	<u>Steps</u>			
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Access Support Worker	C,J	A	20.25	20.66	21.03	21.41
		B	20.66	21.07	21.45	21.84
Aquatic Lifeguard / Instructor	Q	A	24.10			
		B	24.58			
Children's Program Leader	C,J	A	18.70			
		B	19.07			
Children's Worker	C,J	A	20.25	20.66	21.03	21.41
		B	20.66	21.07	21.45	21.84
Fitness and Sport Facility Attendant		A	24.28	25.58	26.97	28.41
		B	24.77	26.09	27.51	28.98
Fitness Trainer		A	25.18	26.57	28.04	29.60
		B	25.68	27.10	28.60	30.19
Recreation Support Staff	C,J	A	15.57			
		B	15.88			
Slide Attendant		A	15.57			
		B	15.88			
Youth Shift Leader	C,J	A	21.80	22.21	22.59	22.95
		B	22.24	22.65	23.04	23.41
Youth Worker	C,J	A	20.25	20.66	21.03	21.41
		B	20.66	21.07	21.45	21.84

SCHEDULE "B"NOTES TO SCHEDULE "A"

Except as provided in Notes A and B, eligibility for advancement from one step (increment) to the next is as follows:

Pay Grades 9 to 14	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 16 and above	12 month eligibility.

Eligibility for increment advancement for the following positions:

Access Support Worker
 Access Leader
 Children's Worker
 Youth Shift Leader
 Youth Worker

shall be calculated in months based on equivalent hours worked as follows:

6 months equivalent hours of eligibility to move from Step 1 to 2.
 6 months equivalent hours of eligibility to move from Step 2 to 3.
 12 months equivalent hours of eligibility to move from Step 3 to 4.

Notwithstanding the progression above, upon hiring, an employee may be started at any step of the Pay Grade applicable to the employee's classification at the discretion of the Director of Human Resources or designate. In the event an employee is hired above the first step of the applicable Pay Grade the Employer will review all other employees in the same classification and department as the newly hired employee. Where a comparison between an existing employee and the newly hired employee justifies a change in step on the Pay Grade the existing employee shall have their step adjusted accordingly effective the date the newly hired employee commenced employment. An employee who has their step adjusted under this paragraph shall have their eligibility for advancement date measured from the date of this change.

A The following classes receive semi-annual increments:

Clerk 1
 Rodperson
 Utility Equipment Operator

B The following classes receive annual increments:

Supervisor 2 Cemetery
 Trades Supervisor

- C The following classes of positions work a 40-hour work week and shall be paid for the hours worked:

- Access Support Worker
- All CDPR Coordinators
- All CDPR Program Assistant
- All CDPR Programmers
- Aquatic Leader
- Building Services Supervisor
- Business Operations Coordinator
- Business Retention and Expansion Officer
- Children's Program Leader
- Children's Worker
- Engineering Inspector 1
- Engineering Inspector 2
- Engineering Technologist 1 (Operations)
- Engineering Technologist Projects (Operations)
- Fleet System Technician
- Marketing & Communications Coordinator
- Office Supervisor
- Recreation Coordinator – Aquatics
- Recreation Coordinator – Core Area
- Recreation Coordinator – Health & Wellness
- Recreation Coordinator – Neighbourhood Development
- Recreation Coordinator – Special Events
- Recreation Coordinator – Special Services
- Recreation Coordinator - Youth
- Recreation Host Attendant
- Recreation Program Assistant 1
- Recreation Program Assistant 2
- Recreation Programmer – Aquatics
- Recreation Programmer – Youth
- Recreation Support Staff
- Recreation Therapist
- Social Planning Analyst
- Special Events Assistant
- Storekeeper 1A
- Storekeeper 2
- Youth Program Assistant I
- Youth Program Assistant II
- Youth Shift Leader
- Youth Worker

SCHEDULE "B" (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 incumbent's hourly rate and the appropriate Equipment Operator rate:

Storekeeper 1A
Storekeeper 2

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

Building Service Worker

- F Custodial Guards

Custodial Guards work eight (8) consecutive hours on shift with no breaks. Applicable overtime rates are paid after an employee has worked eight (8) consecutive hours. For the purposes of the application of overtime on "Saturday and Sunday", Custodial Guards are recognized as working a Non-Standard Work Week in Article 13.03 of the Collective Agreement.

Supervisor – Custodial Guards

Employees working as a Supervisor – Custodial Guards shall work any eight (8) consecutive hours between 7:00 a.m. and 6:00 p.m., Monday to Friday. The Employer shall provide forty-eight (48) hours' notice of a change in an employee's daily hours. An employee may agree to waive this notice period however, should the employee not waive the notice period then the Overtime provisions of Article 15.01 shall apply.

Custodial Guard 2

Employees working as a Custodial Guard 2 shall work a rotation of afternoon and graveyard shifts as described herein. The afternoon shift shall be any eight (8) consecutive hours between 3:00 p.m. and 2:00 a.m., Tuesday to Saturday. The graveyard shift shall be any eight (8) consecutive hours from 11:00 p.m. to 10:00 a.m., Wednesday to Sunday. The Employer shall provide forty-eight (48) hours' notice of a change in an employee's daily hours. An employee may agree to waive this notice period however, should the employee not waive the notice period then the Overtime provisions of Article 15.01 shall apply.

The employees rotate between afternoon and graveyard shifts weekly. The Employer must provide the employees with two (2) weeks' notice of changes to the frequency of the rotation.

Custodial Guard 1

Employees working as a Custodial Guard 1 may work up to eight (8) consecutive hours during times when a Custodial Guard 3 or Custodial Guard 2 is not scheduled to work and also in relief of a Custodial Guard 3 or Custodial Guard 2. The Employer shall provide forty-eight (48) hours' notice of a change in an employee's daily hours. An employee may agree to waive this notice period however, should the employee not waive the notice period then the Overtime provisions of Article 15.01 shall apply.

SCHEDULE "B" (cont'd)

- G Positions based on an eight (8) hour day, forty (40) hour week which shall work from 8:00 a.m. to 4:30 p.m. or as adjusted for summer hours under Article 14.02, with a one-half (½) hour lunch period, and staggered office hours to ensure that the office remains open during the full working day, Monday to Friday inclusive, without premium pay:

Storekeeper 1A
Storekeeper 2

- H Building Service Workers may work five, eight (5 x 8) hour shifts or four, ten (4 x 10) hour shifts weekly which may include day shift, afternoon shift and/or night shift. Depending on the work week configuration, employees working a full shift shall be entitled to either a ten (10) minute or a fifteen (15) minute rest period in each of the first and second half of the shift. The five, eight (5 x 8) hour shifts will have a thirty (30) minute unpaid lunch break and the four (4) day configuration shall have a forty (40) minute unpaid lunch break.

- I Positions at the Leisure Complex based on a thirty-five (35) hour week under Article 13.01, which may work any seven (7) hours or part thereof between the hours of 5:45 a.m. and 11:30 p.m., Monday to Sunday, inclusive, without shift differential:

Booking Clerk
Cashier-Clerk/Receptionist
Clerk 1
Clerk 2
Registration Clerk-Receptionist

- J 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:

Access Support Worker
Aquatic Leader
Building Services Supervisor
Business Retention and Expansion Officer
Children's Program Leader
Children's Worker
Facilities Operations Supervisor
Marketing & Communications Coordinator
Recreation Coordinator – Aquatics
Recreation Coordinator – Core Area
Recreation Coordinator – Special Events
Recreation Coordinator – Special Services
Recreation Coordinator – Health & Wellness
Recreation Coordinator – Youth
Recreation Program Assistant 1

Recreation Program Assistant 2
 Recreation Programmer – Aquatics
 Recreation Programmer – Youth
 Recreation Support Staff
 Social Planning Analyst
 Youth Program Assistant I
 Youth Program Assistant II
 Youth Shift Leader
 Youth Worker

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

Cashier-Clerk Receptionist
 Registration Clerk-Receptionist

- L Clerical staff positions in the Information Services Department and in the Engineering Operations, based on a thirty-five (35) hour week under Article 13.01, may work any seven (7) hours between the hours of 8:00 a.m. and 5:00 p.m., Monday to Friday, or as adjusted for summer hours under Article 14.02.

- M Positions based on Article 13.01 which may, at the discretion of the Commanding Officer of the R.C.M.P. or the Commanding Officer's duly appointed representative, work any seven (7) hours between the hours of 7:00 a.m. (6:00 a.m. effective only to new incumbents to the classification appointed following 2014 June 16 or by mutual agreement for incumbents at 2014 June 16) and 12:00 midnight, Monday to Sunday, inclusive, with shift differential as per Article 14.10. When shifts are changed, or positions hired, employees in the positions will be given shift preference on the basis of seniority.

Clerk 2 – RCMP
 Clerk Typist 2 – RCMP
 Clerk Typist 3 (RCMP)
 CPIC Operator-Clerk
 Crime Prevention Unit Coordinator – RCMP
 Crime Prevention Unit Supervisor
 GIS Secretary
 Information Officer
 Master Name Index (MNI) Reviewer
 PRIME Operator
 PRIME Reviewer
 Receptionist/Switchboard Operator (RCMP)
 Records Coordinator
 Records Supervisor – RCMP
 Support Services Supervisor

SCHEDULE "B" (cont'd)

Page 6

- N Positions based on an eight (8) hour day/forty (40) hour week; one (1) Mechanic may work 12:30 p.m. to 4:30 p.m. and from 5:00 p.m. to 9:00 p.m. daily, Monday to Friday inclusive, with shift differential as per Article 14.10.

Tradesperson 2 – Mechanic
Trades Supervisor

- O Positions based on an eight (8) hour day/forty (40) hour week which shall work any eight (8) consecutive hours, mutually agreed by the parties, exclusive of lunch, Monday to Friday inclusive, with shift differential as per Article 14.10.

Equipment Operator 3

- P Positions based on an eight (8) hour day/forty (40) hour week, which shall work any eight (8) consecutive hours, exclusive of lunch, and five (5) consecutive days, Monday to Sunday, with two (2) days of rest, with shift differential as per Article 14.10.

Parks Division - two (2) employees plus one (1) Trail Maintenance Worker

- Q 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 Building Service Worker class of positions.

Aquatic Lifeguard/Instructor
Building Service Worker
Recreation Program Assistant 1
Recreation Program Assistant 2
Aquatic Leader

- R Maintenance Technician
Employees in this class shall work eight (8) consecutive hours between 3:00 p.m. and 11:30 p.m. exclusive of an unpaid 30 minute lunch period. The standard work week shall consist of any five (5) consecutive days including weekend days of Saturday and/or Sunday. The Employer shall provide seven (7) calendar days notice of a change in the employee's schedule. Changes in the employee's schedule shall not be a permanent change to their shift but are to facilitate legitimate business purposes such as meetings with staff and contractors or training that cannot be scheduled during their standard work day or work week.

- S Animal Licensing Officer
A maximum of two (2) Temporary positions to work during the months of April to September. These positions may work day shift or afternoon shift Monday through Sunday.

SCHEDULE "C"

SUPPLEMENTARY VACATION ENTITLEMENT

Year	ENTITLEMENT YEAR										
	Hired	2016	2017	2018	2019	2000	2021	2022	2023	2024	2025
2025	--	--	--	--	--	--	--	--	--	--	15
2024	--	--	--	--	--	--	--	--	--	15	15
2023	--	--	--	--	--	--	--	--	15	15	15
2022	--	--	--	--	--	--	--	15	15	15	15
2021	--	--	--	--	--	--	15	15	15	15	15
2020	--	--	--	--	15	15	15	15	15	15	15
2019	--	--	--	15	15	15	15	15	15	15	15
2018	--	--	15	15	15	15	15	15	15	15	20
2017	--	15	15	15	15	15	15	15	15	20	20
2016	15	15	15	15	15	15	15	15	20	20	20
2015	15	15	15	15	15	15	15	20	20	20	20
2014	15	15	15	15	15	15	20	20	20	20	20
2013	15	15	15	15	15	20	20	20	20	20	25
2012	15	15	15	20	20	20	20	20	20	25	25
2011	15	15	20	20	20	20	20	20	25	25	25[5]
2010	15	20	20	20	20	20	20	25	25	25[5]	25
2009	20	20	20	20	20	20	25	25	25[5]	25	25
2008	20	20	20	20	25	25	25[5]	25	25	25	25
2007	20	20	20	25	25	25[5]	25	25	25	25	25
2006	20	20	25	25	25[5]	25	25	25	25	25	30[5]
2005	20	25	25	25[5]	25	25	25	25	25	30[5]	30
2004	25	25	25[5]	25	25	25	25	25	30[5]	30	30
2003	25	25[5]	25	25	25	25	25	30[5]	30	30	30
2002	25[5]	25	25	25	25	25	30[5]	30	30	30	30
2001	25	25	25	25	30[5]	30	30	30	30	30	30[5]
2000	25	25	25	30[5]	30	30	30	30	30	30[5]	30
1999	25	25	30[5]	30	30	30	30	30	30[5]	30	30
1998	25	30[5]	30	30	30	30	30	30[5]	30	30	30
1997	30[5]	30	30	30	30	30	30[5]	30	30	30	30
1996	30	30	30	30	30	30[5]	30	30	30	30	30[5]
1995	30	30	30	30	30[5]	30	30	30	30	30[5]	30
1994	30	30	30[5]	30	30	30	30	30	30[5]	30	30
1993	30	30[5]	30	30	30	30	30	30[5]	30	30	30
1992	30[5]	30	30	30	30	30	30[5]	30	30	30	30
1991	30	30	30	30	30[5]	30	30	30	30	30	30[5]
1990	30	30	30	30[5]	30	30	30	30	30	30[5]	30
1989	30	30	30[5]	30	30	30	30	30	30[5]	30	30
1988	30	30[5]	30	30	30	30	30	30[5]	30	30	30
1987	30[5]	30	30	30	30	30	30[5]	30	30	30	30
1986	30	30	30	30	30[5]	30	30	30	30	30	30[5]
1985	30	30	30	30[5]	30	30	30	30	30	30[5]	30
1984	30	30	30[5]	30	30	30	30	30	30[5]	30	30
1983	30	30[5]	30	30	30	30	30	30[5]	30	30	30

SCHEDULE "D"RESIDUAL ITEMS1997-2000 Memorandum of Agreement1. Joint Benefits Committee

Effective within four (4) months following 1999 February 11, the Employer and Union agree to establish a Joint Benefits Committee consisting of not more than three (3) representatives of the Union (including a CUPE National Representative) and three (3) representatives of the Employer (including a representative of the GVRD Labour Relations Department).

The purpose of the committee is to review ways of managing the costs of benefits. The Committee shall meet as often as necessary to study, review and discuss potential changes to Health and Welfare Benefits, Sick Leave and Long Term Disability Plans.

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

*This Committee was renewed in the 2003 Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

RE: EMPLOYEE ASSISTANCE PROGRAM COMMITTEE

The Employee and Family Assistance Program (EFAP) provides a holistic approach to building a thriving workplace, healthy employees and families, and stronger communities by supporting employees in managing all of life's complexities.

The Employer and the Union recognize that mental wellness and substance dependency are health and wellness issues. Accordingly, the parties shall establish a joint Employee Assistance Program Committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer to assist with addressing these issues in the workplace. The Committee shall enjoy the full support of both parties and shall be vested with the authority to make recommendations.

Dated: August 10, 2017.

SIGNED ON BEHALF OF THE CITY OF MAPLE
RIDGE:

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 622:

"F. King"

Frances King, Director of Human Resources

"M. Dunn"

Melissa Dunn, President

Amended during drafting of the 2021-23 Collective Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

RE: WORK ASSIGNMENTS FOR ENGINEERING OPERATIONS TRUCK DRIVERS

In the event the Employer determines that the work to be completed on a given day requires fewer trucks to operate than the number of posted truck drivers (TD2 or TD3) available to operate the trucks then the drivers shall be assigned to the trucks as follows:

1. Within each classification, the option to drive a truck will be available to the employees in order of seniority. Specific truck driving assignments will be determined by the Employer. Seniority cannot be used to obtain driving assignments across classification.
2. Driving assignment(s) will be determined at the start of the shift only. "Bumping" will not be permitted during a shift.
3. This Letter of Understanding applies to the positions of Truck Driver II and Truck Driver III in the Engineering Operations Division only. The parties explicitly state that the terms of this Letter of Understanding do not apply to any other positions in the Collective Agreement.

RESIGNED ON BEHALF OF THE CITY OF MAPLE RIDGE:

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622:

"J. Leeburn"

"V. Silva"

Mar 25/09

March 27/09

Date

Date

Amended during drafting of the 2016-21 Collective Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE
LABOUR MANAGEMENT COMMITTEE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622**RE: OCCUPATIONAL FIRST AID – LEVEL 2 – LIEU TIME**

In recognition of the fact that:

- the level of responsibility associated with an occupational first aid level 2 certificate is significantly higher than that of a level 1 ticket and,
- the training required to obtain the occupational first aid level 2 certificate is substantially more intense than the level 1 training and,
- on occasion, occupational first aid level 2 first aid attendants will respond to first aid situations during non-paid time,

the City and the Union agree to the following:

1. Effective January 1, 2004 and at the start of the pay period closest to January 1, April 1, July 1, and October 1 of each year, the City will credit two hundred and fifty dollars (\$250.00) to the lieu bank of each valid occupational first aid level 2 certificate holder. To be eligible for this lieu time, the employee must be recognized by the Employer as someone the City requires to hold this certificate. The terms of Article 15.05 (Lieu Time) of the Collective Agreement apply to the use of the lieu time.
2. This lieu time is in addition to, and is distinct from, the first aid allowance described in Article 22.15 (First Aid Allowance) of the Collective Agreement.
3. This Letter of Understanding is in effect until the conclusion of bargaining to renew the April 1, 2007 to March 31, 2012 Collective Agreement.

RESIGNED ON BEHALF OF THE CITY OF MAPLE
RIDGE – LABOUR MANAGEMENT COMMITTEE:"J. Leeburn"
_____Mar 25/09

Date

SIGNED ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 622:"V. Silva"
_____March 27/09

Date

Amended during drafting of the 2012-16 and 2016-21 Collective Agreement to reflect changes in the body of the Agreement. Additionally, amended during drafting of the 2021-23 Collective Agreement for formatting purposes.

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE
LABOUR MANAGEMENT COMMITTEE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

RE: PAYMENT OF SHIFT PREMIUM

It is agreed between the Parties that employees will be entitled to receive shift premium as per the following guidelines:

Shift premium will be paid to employees who are eligible for sick pay hours. Shift premium will only be added to the employee's sick pay for those hours which the employee was previously scheduled to work which attract the shift premium. Shift premium will be calculated for vacation pay as set out in Article 17.13.

RESIGNED ON BEHALF OF THE CITY OF MAPLE
RIDGE – LABOUR MANAGEMENT COMMITTEE:

SIGNED ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 622:

“J. Leeburn”

“V. Silva”

Mar 25/09

March 27/09

Date

Date

Amended during drafting of the 2012-16 and 2016-21 Collective Agreement to reflect changes in the body of the Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE
(the “Employer”)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622
(the “Union”)

**RE: WORKERS IN CHILDREN’S SERVICES AND YOUTH SERVICES AND
OTHER IDENTIFIED POSITIONS IN RECREATION**

Context:

The underlying premise of this Letter of Understanding is that programs and services provided by Children’s Services and Youth Services shall operate with a high degree of flexibility that enables the Employer to provide services to our community within a limited budget. As such, the parties agree to the following terms and conditions:

This Letter of Understanding applies only to the following positions:

Children’s Program Leader
Children’s Worker
Youth Worker
Recreation Support Staff
Access Support Worker

The parties must mutually agree to any additions, deletions or amendments to the list of positions.

The employees in positions covered by this Letter shall be governed by and have access to all articles in the collective agreement that are not specifically excluded or amended in the list below:

Article 11.01 (Job Postings)

Replace the first paragraph of this Article with the following:

“When the Employer requires additional employees in Children’s Services and Youth Services the Employer shall notify the Union in writing and post notice a minimum of five (5) working days in order that all members will know about the positions(s) and be able to make written application. The Employer will post for opportunities a minimum of two (2) times per calendar year, if required. It is recognized that, on occasion, an employee may be hired by Children’s and Youth Services outside of the two (2) annual posting periods.”

Letter of Understanding re Workers in Children’s Services and Youth Services and Other Identified Positions in Recreation (cont’d)

Article 13 (Hours of Work)

Is replaced by the following Hours of Work and Shift provisions:

Schedule “B”, Note J

Article 13.04 (Break Periods)

Is replaced with the following language:

“Break Periods will be agreed to by the employee and the supervisor depending on the length of the shift and type of work. It is noted that some types of programs do not allow for breaks that can be taken away and apart from the program participants.”

Article 14 (Shift Work and Shift Differential)

Is replaced with the following language:

“With the exception of the paragraph below, positions covered by this Letter may be scheduled between the hours of 6:00 a.m. and midnight; Monday to Sunday.

The Employer may institute extended shifts for the purposes of overnight activities or overnight and weekend trips. A flat rate will be paid for each of these programs as set out in the following table:

Overnight Events	Twelve (12) hours pay for each twenty four (24) hour period at the employee’s regular rate of pay, for any overnight event.”
------------------	--

Article 14.08 (Posting of Shifts)

Does not apply to shifts dependent on or determined by program registration.

Article 14.10 (Shift Differential)

Does not apply to positions covered by this Letter.

Article 14.11 (Shift Preference)

Shift preference will be subject to the terms of Article 14.11 except that “ability to perform the work required” will be determined by the application of the Shift Protocol Agreement.

Letter of Understanding re Workers in Children's Services and Youth Services and Other Identified Positions in Recreation (cont'd)

Article 15 (Overtime)

Overtime will not apply to Overnight Events.

Article 15.03 (General Holidays)

Does not apply to positions covered by this Letter.

Article 22.03 (Daily Guarantee)

Is replaced with the following language:

"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 (2) hour pay at the regular hourly rate. There shall be no split shifting of the two (2) hour shifts.

The minimum call for shifts that are dependent on or determined by program registrations will be one and a half (1.5) hours at the employees regular rate of pay rather than the two hour minimum call described above.

It is also understood that employees covered by this Letter may have shifts cancelled or shortened due to circumstances beyond the Employer's control and there will be no payment for those hours not worked."

Article 22.06 (Provisions for Meals and Rest Periods on Overtime)

Does not apply to positions covered by this Letter.

Article 23 (Job Classification and Reclassification)

Is replaced with the following language:

"The Employer agrees to create job descriptions for all positions listed in this Letter of Understanding.

Positions and job descriptions so established shall not be eliminated without first advising the Union."

Letter of Understanding re Workers in Children’s Services and Youth Services and Other Identified Positions in Recreation (cont’d)

Letters of Understanding

With the exception of the Letters of Understanding relating to the Employee Assistance Program Committee and the Joint Statement on Personal and/or Sexual Harassment, no other Letters of Understanding apply to positions covered by this Letter.

Dated this 29th day of May, 2014.

SIGNED ON BEHALF OF THE CITY OF MAPLE
RIDGE:

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 622:

“F. King”

“V. Silva”

Frances King, Director of Human Resources

Val Silva, President

Amended during negotiations for the renewal of the 2012-16 Collective Agreement. Additionally, amended during drafting of the 2021-23 Collective Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE
(the "Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622
(the "Union")

RE: JOB SHARING

The Employer and the Union agree that where a Regular Full-Time Employee wishes to share their full-time position, that such job sharing agreements may be mutually agreed upon using the following principles; PROVIDED HOWEVER, that nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the collective agreement, except as specifically provided herein;

1. General

- (a) Where a Regular Full-Time Employee occupying a regular full-time position wishes to share their position with another employee and has received formal approval from the Department Head and the Union, the employee shall be entitled to do so in accordance with the provisions of this Letter of Understanding.
- (b) Employees entering into a job sharing arrangement shall be at the same or higher pay grade and shall not originate from a position of a lower pay grade. If a suitable candidate cannot be found at the same pay grade or higher, the position shall be posted in accordance with Article 11 - Promotions and Staff Changes
- (c) A Part-Time Employee can be allowed to participate in the job sharing arrangement with a full-time employee, but part-time positions cannot be shared.

2. Procedure

- (a) A Regular Full-Time Employee shall apply in writing to their Department Head indicating the reason for the request including the hours and days of the week the employee wished to share, with whom they employee contemplates the job sharing arrangement and the expected duration of the job sharing arrangement. A copy of this request shall be forwarded to the Union.
- (b) The employee with whom it is contemplated the position shall be shared with must be qualified to perform the duties and responsibilities of the position and be in accordance with 1(b) above.

Letter of Understanding re Job Sharing (cont'd)

- (c) Where an employee's request is approved and results in an acceptable job sharing arrangement, the Director of Human Resources or designate shall provide each affected employee with a letter covering the terms and conditions of the job sharing arrangement signed by the Employer and the Union.
- (d) The regular daily and weekly hours of the position being shared shall remain unchanged as a result of the job sharing arrangement unless such hours are specifically varied by the terms and conditions of the letter referred to in paragraph 2(c) above.
- (e) Where an employee's request is denied, the Union may request a meeting with the Department Head or Director of Human Resources to discuss the matter.

3. Duration

- (a) Each job sharing arrangement shall be for a maximum period of one (1) year unless varied by mutual agreement between the Employer and the Union.
- (b) A job sharing arrangement may be terminated earlier than expected by either of the employees or by the Employer, provided thirty (30) calendar days written notice has been served to the other parties, or as otherwise provided for in the letter referred to in paragraph 2(c) above. Other employees temporarily appointed to fill positions vacated as a direct result of job sharing shall be advised at the time of their temporary appointment that their term in the position could be abbreviated as a result of an early cancellation.
- (c) Upon the expiry or termination of the job sharing arrangement, the employees shall revert to working in the employee's original position under the terms and conditions then applicable unless some alternate job sharing arrangement has been approved in the interim.
- (d) Upon the termination of a job sharing arrangement, should the position from which an employee originated no longer exist, then an employee so affected shall exercise bumping rights as described in the collective agreement.

4. Employee Status and Working Conditions

- (a) An employee in a job sharing arrangement shall continue to maintain the employee's original employment status during the period of time covered by the job sharing arrangement and shall accumulate seniority in accordance with the employee's scheduled hours of work in the job sharing arrangement. Such employee shall be entitled to use accumulated seniority for all applicable purposes set out in the collective agreement including layoff and recall.
- (b) The general principles with respect to wage rates, employee benefit entitlement and premium payments for employees in job sharing arrangements are as follows:

Letter of Understanding re Job Sharing (cont'd)

- (i) Employees shall be paid the appropriate (classified) hourly rate for all hours worked.
 - (ii) For Regular Full-Time employees paid leave benefits, such as vacation, statutory holidays, and sick leave shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled hours bears to the full-time hours of the position being shared.
 - (iii) For Regular Full-Time employees, the employee's share of the premium payments for health and welfare benefits, such as Medical, Extended Health, Dental and Group Life, shall increase proportionately as the number of scheduled hours decrease in relation to the full-time hours of the position being shared as laid out in Article 2(c).
 - (iv) For Part-Time employees, benefit entitlement shall be in accordance with Article 18.07.
- (c) In accordance with the general principles outlined in paragraph 4(b) above, except as otherwise provided herein, the following shall apply to employees:
- (i) Vacation Entitlement

The Regular Full-Time employee's annual vacation entitlement shall be prorated according to the number of hours the employee is scheduled to work in comparison to the full-time hours of the position being shared. It is understood that the Employer shall not adjust the start date of the employee for the period of time spent in the job sharing arrangement and as such any future vacation entitlement shall not be delayed as a result of time spent in a job sharing arrangement.
 - (ii) Statutory Holidays

The Regular Full-Time employee's statutory holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled hours bears to the full-time hours of the position being shared.
- (d) Regular Part-Time Employees sharing a portion of a regular full-time position as a result of a Job Sharing agreement shall continue to be treated in accordance with the applicable provisions of the Collective Agreement.

Letter of Understanding re Job Sharing (cont'd)5. Coverage Support

When one employee of a job sharing unit is absent (e.g. sick leave, vacation, etc.) the other employee of that unit shall make every reasonable effort to cover for such absence by working full-time, rather than employ a temporary replacement when full-time coverage is required by the Employer.

6. Termination

Either party may cancel this Letter of Understanding by providing at least thirty (30) calendar days written notice to the other party. Notwithstanding such cancellation, all job sharing arrangements in effect at the time of cancellation shall continue under the individual terms agreed until terminated pursuant to the terms of this Letter of Understanding.

Dated this 29 day of May, 2014.

SIGNED ON BEHALF OF THE CITY OF MAPLE
RIDGE:

“F. King”

Frances King
Director of Human Resources

May 29, 2014

Date

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 622:

“V. Silva”

Val Silva, President

May 29, 2014

Date

Amended during drafting of the 2016-21 Collective Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE
(the "Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622
(the "Union")

RE: NON-STANDARD HOURS OF WORK – RCMP RECORDS UNIT

The parties have agreed to amend the hours of work of positions in the Records Unit of Police Services in accordance with the following principles:

(1) Hours of Work

- (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 five (5) days on duty and three (3) days off duty.
- (c) The hours of work for each shift shall consist of eight (8) hours. These hours of work shall be inclusive of two fifteen (15) minute rest periods and exclusive of one hour for lunch. The shift schedule involves days and afternoon shifts as per the attached schedule.

(2) Commencement and Termination

- (a) The five (5) days on duty and three (3) days off duty schedule shall commence on 2002 September 9th.
- (b) 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.

(3) No lesser or No Greater Advantage

- (a) 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.

Letter of Understanding re Non-Standard Hours of Work – RCMP Records Unit (cont'd)

- (b) It is agreed with respect to any differences between the parties, and particularly with respect to any disputes between individual employees and the Commanding Officer of the RCMP, 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 Personnel Director. 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.

(4) Overtime

- (a) For the purposes of Overtime Pay on scheduled working days, overtime pay shall be paid for hours worked in excess of eight hours in a day.
- (b) For the purposes of Overtime Pay on scheduled days-off, 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) Vacation and Sick Leave Credits

Annual Vacation entitlement and all credits for Sick Leave shall be converted from working days to working hours by multiplying the number of days of credit by seven (7) hours. For example, an employee who is entitled to fifteen (15) days of vacation in a calendar year shall be entitled to 105 hours of vacation (15 X 7). Similarly, employees earn one and one-half (1.5) days of sick leave for every month of service and shall be credited with ten and one-half (10.5) hours of sick leave each month. Deductions from vacation and sick leave banks will be in accordance with the actual number of hours absent.

(6) General Holidays

- (a) The work of the employees covered herein is, for all intents and purposes, required to be performed continuously and on almost every day, including General Holidays, throughout the year. As a result, each employee covered herein shall receive twelve (12), seven (7) hour working days off (eighty-four (84) hours) with pay in lieu of General Holidays. At the beginning of each calendar year, each full-time employee will have their General Holiday bank credited with eighty-four (84) hours (twelve (12) General Holidays times seven (7) hours). Employees commencing full-time employment after the start of the calendar year will have their General Holiday bank credited with the remaining number of General Holidays left in the calendar year following the start of their full-time employment.

Letter of Understanding re Non-Standard Hours of Work – RCMP Records Unit (cont'd)

- (b) All credit in the General Holiday bank (eighty-four (84) hours maximum) must be taken as paid time off in the calendar year in which it is earned. General Holiday bank hours cannot be taken/paid out in cash.
- (c) An employee covered herein who is scheduled and does work on a General Holiday shall receive the appropriate overtime rate for all hours worked between 00:01 and 23:59 on the day on which the General Holiday actually falls. The aforementioned overtime premium will not affect the employee's entitlement to eighty-four (84) hours working hours off with pay.

(7) Pay Cheques

Bi-weekly pay advices will reflect the actual hours worked in the pay period. The parties recognize that bi-weekly pay will fluctuate depending on the schedule worked during the pay period.

Dated this 29 day of May, 2014.

SIGNED ON BEHALF OF THE CITY OF MAPLE
RIDGE:

“F. King”

Frances King
Director of Human Resources

May 29, 2014

Date

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 622:

“V. Silva”

Val Silva, President

May 29, 2014

Date

Amended during drafting of the 2016-21 and 2021-23 Collective Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE
(the "Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622
(the "Union")

RE: EMPLOYEE-FUNDED LONG TERM DISABILITY PLAN

The Employer and the Union agree that the following terms and conditions shall apply to employees who have completed the qualifying period for benefits and are enrolled in the employee-funded Long Term Disability Plan.

1. Eligibility

The Long Term Disability Plan was implemented on October 1, 2002. All Regular Employees who had completed the three (3) month probationary period as of that date had a one-time option to participate in the Long Term Disability Plan. Those who waived the option cannot enroll at a future date. Participation in the Long Term Disability Plan is mandatory, following completion of the probationary period, for all Regular Employees hired after October 1, 2002.

2. Status and Benefits Coverage During the LTD Waiting Period

An employee who does not have sufficient Sick Leave credits to cover the six (6) month LTD waiting period, shall be deemed to be on an unpaid leave of absence for the remaining balance of the waiting period. As per Article 19.10 of the Collective Agreement, Medical, Extended Health, Dental, and Group Life/AD&D coverage shall continue for the first four (4) weeks of the unpaid leave in accordance with the cost-sharing arrangements agreed to in the Collective Agreement. The employee may elect to maintain their Medical, Extended Health, Dental, and Group Life/AD&D benefits coverage following the four (4) week period by paying one hundred percent (100%) of the premiums. If the Group Life Plan includes a premium waiver, no premiums will be payable as long as that provision is in effect.

3. Benefit coverage while receiving LTD Benefits

An employee who is in receipt of LTD benefits during the two year "own occupation" period may continue to receive health benefits under the City of Maple Ridge benefit plan provided in Article 18.02 Group Plans, Article 18.03 Medical Benefits and Article 18.04 Extended Health and Dental Care provided the employee pays their share of the premium cost share indicated in Article 18.06 of the collective agreement.

Letter of Understanding re Employee-Funded Long Term Disability Plan (cont'd)

An employee who is in receipt of LTD benefits during the “any occupation” period following the two year “own occupation” period may continue to receive health benefits under the City of Maple Ridge benefit plan provided in Article 18.02 Group Plans, Article 18.03 Medical Benefits and Article 18.04 Extended Health and Dental Care provided the employee pays one hundred percent (100%) of the premium cost.

Employees shall not earn other benefits such as vacation pay, general holidays, and sick leave while in receipt of LTD benefits. Where an employee returns to regular employment, the time absent will be included in the calculation of the employee’s seniority and eligibility for future vacation entitlement only.

4. LTD and Sick Leave are Exclusive

Where an employee is in receipt of Long Term Disability benefits the employee shall not have access to Sick Leave.

5. Pensionable Service

The Employer shall request and upon receiving approval from the BC Pension Corporation, the period of Long Term Disability will be considered as pensionable service.

6. Back-filling for Those on LTD

When the Employer elects to back-fill for an employee on LTD by posting a Regular Full-time position and the employee on LTD is subsequently able to return to their posted position, the returning employee shall be reinstated into their previous position or a comparable position.

7. Medical Information Relating to Ability to Return to Work

In order to facilitate the earliest return to work, the Employer may require an employee to periodically provide information relating to the employee’s limitations, abilities and the time frames associated with a return to work. Such information may be required, in an acceptable form, from the employee’s health care professional(s). Where the Employer or the Medical Consultants of the Employer require such information, it shall be at the Employer’s expense.

8. Return to Work (Rehabilitation)

Where the Employer and the employee’s physician determine it advisable, employees may be assigned, either on a part-time or a full-time basis, to another position commensurate with the employee’s skill, knowledge, ability and medical condition, and where mutually agreed between the Employer and the Union, posting and seniority requirements may be waived.

Employees who return to employment on a part-time basis or to light duties shall be considered to be on one (1) absence for the purposes of the Long Term Disability Plan.

Letter of Understanding re Employee-Funded Long Term Disability Plan (cont'd)

9. Termination of Employment

Nothing in this Letter restricts the Employer's right to terminate an employee's employment if, as a result of the illness or injury, it is determined that the employment contract has been frustrated.

10. Amendments/Cancellation of the LTD Plan

Any changes to the six (6) month LTD waiting period or the two (2) year own occupation period shall not alter those time frames as they appear in this Letter of Understanding, unless the Employer agrees in writing to amend the time frames.

In the event that the LTD Plan is terminated, this Letter of Understanding will terminate on the same date. However, this Letter of Understanding will continue to apply to any employee who continues to receive LTD benefits after the termination date until such time that all such employees have exhausted their remaining rights under this Letter of Understanding. A change in carrier shall not be considered a termination of the Plan.

SIGNED ON BEHALF OF THE CITY OF MAPLE
RIDGE – LABOUR MANAGEMENT COMMITTEE:

“Michelle Wetherill”

Date: February 4, 2016

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 622:

“Val Silva”

Date: February 4, 2016

Amended during drafting of the 2012-16 and 2016-21 Collective Agreement to reflect changes in the body of the Agreement. Additionally amended during the drafting of the 2021-23 Collective Agreement for formatting purposes.

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE
(hereinafter called "the Employer")

and

CUPE LOCAL 622
(hereinafter called "the Union")

RE: EMERGENCIES (SNOW REMOVAL ONLY)

In order to ensure junior operators gain sufficient experience to perform snow clearing the Employer will implement a system that will assist the junior staff in gaining experience while at the same time adding fairness and equity into the workplace with respect to the allocation of overtime.

The system principles are as follows:

- (a) The system reflects the occurrence of a full rotation through the categories before returning to the top of the list.
- (b) The rotation is a full rotation for the whole season and not a new start with each snowfall or emergency event.
- (c) Employees will be classified into five (5) categories: Truck Drivers, One-Ton Truck Drivers, Backhoe/Tractor Operators, Grader Operators and Front-End Loader Operators.
- (d) One-Ton truck Driver and Front-End Loader Operator are learned skills and as such are not classified as posted positions. For construction of the One-Ton Truck Driver category, Labourers will be considered as employees that hold a posted position for use in (e)(i) below. For Front-End Loader Operators construction of this classification will be in accordance with (e)(ii) below.
- (e) Categories will be constructed using the following criteria:
 - (i) By seniority, employees that hold a posted position within the category;
 - (ii) By divisional seniority, employees that have demonstrated ability to perform the work within the category.
- (f) It is understood that employees can make themselves available for multiple categories but that the Roads Superintendent needs some degree of latitude to dispatch employees that are on more than one list to the equipment that is most needed at the time to meet operational needs. In order to maintain this flexibility, this may result in work being performed out of seniority order.

Letter of Understanding re Emergencies (Snow Removal Only) (cont'd)

Dated this 29 day of May, 2014.

SIGNED ON BEHALF OF THE CITY OF MAPLE
RIDGE:

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 622:

“F. King”

“V. Silva”

Frances King
Director of Human Resources

Val Silva, President

May 29, 2014

May 29, 2014

Date

Date

Amended during drafting of the 2016-21 Collective Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE
(the "Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622
(the "Union")

RE: LISTING OF POSITIONS EXCLUDED FROM REGULAR PART-TIME DEFINITION UNDER ARTICLE 4.03

The parties agree that the following is a listing of Regular Part-Time positions which are excluded from the definition of Regular Part-Time under Article 4.03:

- Access Support Worker
- Aquatic Lifeguard/Instructor
- Children's Program Leader
- Children's Worker
- Recreation Host Attendant
- Recreation Support Staff
- Youth Worker

Dated this 10th day of August, 2017.

SIGNED ON BEHALF OF THE CITY OF MAPLE
RIDGE:

"F. King"

Frances King, Director of Human Resources

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 622:

"M. Dunn"

Melissa Dunn, President

Amended during drafting of the 2021-23 Collective Agreement.

CITY OF MAPLE RIDGE – CUPE LOCAL 622

JOINT STATEMENT

RE: PERSONAL AND/OR SEXUAL HARASSMENT

The Employer and the Union recognize the right of all personnel to be treated fairly in a workplace that is free of personal and/or sexual harassment. Personal harassment shall be defined as:

- (a) any behaviour which denies individuals their dignity and respect, and
- (b) is offensive, embarrassing and humiliating to said individual.

Sexual harassment shall be defined as:

- (a) unsolicited sexual advances comprised of offensive sexual comments, gestures and/or physical contact either at or away from the usual workplace that are objectionable or offensive;
- (b) an act which involves favours or promises of favours or advantages in return for submission to sexual advances;
- (c) reprisals or threats for rejection of sexual advances whether male or female.

Personal and sexual harassment could consist of either verbal or physical conduct when submission to, or rejection of, such conduct forms the basis for decisions affecting employment or when such conduct creates an intimidating, hostile, or offensive working environment.

Complaints of personal and/or sexual harassment shall be referred to the Director of Personnel and shall be investigated and dealt with as expeditiously as possible. Should any complaints remain unresolved, the employee may initiate a grievance commencing at Step 3 (Administrator's level).

Dated: February 8, 1995.

Amended during drafting of the 2016-21 Collective Agreement.

TERMS OF REFERENCE

between the

CITY OF MAPLE RIDGE

(the "Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

(the "Union")

RE: AQUATICS SCHEDULING REVIEW COMMITTEE

1. The Employer and the Union agree to establish an Aquatics Scheduling Review Committee (hereafter "the Committee") comprised of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Union. The Committee will be a sub-committee of the Labour Management Committee and will plan to meet at least once per month following the date of ratification in accordance with a predetermined schedule, agreed by the committee members, until the work is completed. Meetings may be cancelled by mutual agreement of the Committee members if there are no current discussion topics. Additional resource people may be invited to attend as required and agreed by the Committee.
2. The purpose of the Committee shall be to review the operation of the revised aquatics scheduling model, and serve as a venue to discuss any issues that may arise.
3. The members of the Committee shall set dates to meet by mutual agreement.
4. The Employer and the Union agree that the Aquatics Scheduling Guidelines developed during the 2016 round of bargaining will remain in effect until such time as the Employer and the Union agree to amend or delete the Guidelines.
5. Where an agreement of the Committee is reached, it shall be implemented as soon as possible following approval by the parties.

Dated this 10th day of August, 2017.

SIGNED ON BEHALF OF THE CITY OF MAPLE
RIDGE:

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL NO. 622:

"F. King"

"M. Dunn"

Frances King, Director of Human Resources

Melissa Dunn, President

Amended during drafting of the 2021-23 Collective Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

RE: DAILY GUARANTEE FOR RECREATION HOST ATTENDANT CLASSIFICATION

1. PURPOSE

Article 20.04 of the current Collective Agreement allows for employees to be paid a minimum of four (4) hours' pay at the employee's regular rate, except in limited and specific situations, if they are reporting for work on the call of the Employer.

The Employer is requesting to reduce this daily guarantee to two (2) hours for the newly created position of Recreation Host Attendant. This position is intended to support the Special Events and Volunteer sections in providing set-up and take-down duties before and after City events.

2. TERM AND TERMINATION OF THIS LETTER

This agreement is in effect from the date signed and will expire on March 31, 2021 unless otherwise negotiated by the Parties. Alternatively, either party may cancel this agreement with thirty (30) days' written notice.

It is understood that this LOU applies to this classification only while it is an Auxiliary position. If the Employer determines that regularly scheduled hours of work are required and the position is changed to Part-time, Regular Part-time or Regular Full-time this LOU will not apply and the regular terms of the collective agreement will be in effect.

3. SHIFT REQUIREMENTS

For the Recreation Host Attendant classification only, the minimum daily guarantee will be two (2) hours. No shift less than two (2) hours in length is permitted to be created.

In the event that more than one two (2) hour shift is required on the same day, the Parties agree that the incumbent filling the first shift will be given first opportunity to work the subsequent shift. If the incumbent declines the second shift, other qualified auxiliary employees will be contacted in order of seniority.

Letter of Understanding re Daily Guarantee for Recreation Host Attendant Classification (cont'd)

SIGNED ON BEHALF OF THE CITY OF MAPLE RIDGE:

SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES, LOCAL
622:

“F. King”

“V. Silva”

Frances King, Director of Human Resources

Val Silva, President

February 19, 2015

February 19, 2015

Date

Date

Amended during drafting of the 2021-23 Collective Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

RE: HOURS OF WORK FOR BUILDING SERVICES SUPERVISOR

1. PURPOSE

The City requires supervision of building services staff during their hours of work which can occur during day, afternoon or evening shifts. In order to support and supervise staff, the Building Services Supervisor would be required to work the same shifts.

2. TERM AND TERMINATION OF THIS LETTER

This agreement is in effect from the date signed until the renewal of the 2016 to 2021 Collective Agreement.

3. HOURS OF WORK

Employees in this class shall be covered under Note H in Schedule B.

Note H:

Building Service Workers may work five, eight (5 x 8) hour shifts or four, ten (4 x 10) hour shifts weekly which may include day shift, afternoon shift and/or night shift. Depending on the work week configuration, employees working a full shift shall be entitled to either a ten (10) minute or a fifteen (15) minute rest period in each of the first and second half of the shift. The five, eight (5 x 8) hour shifts will have a thirty (30) minute unpaid lunch break and the four (4) day configuration shall have a forty (40) minute unpaid lunch break.

4. ADDITIONAL INFORMATION

- (a) On a without prejudice basis, the Employer shall provide forty-eight (48) hours' notice of a change in an employee's daily hours.
- (b) On a without prejudice basis, the Employer shall provide five (5) calendar days' notice of a change in an employee's work week.

Letter of Understanding re Hours of Work for Building Services Supervisor (cont'd)

- (c) The intent is for this class to work as regular full-time employees with a non-standard work week and work day and as such all other relevant articles will apply. Any disputes related to the application of this letter or interpretation of specific articles as they apply to this class will be discussed with the Union.

SIGNED ON BEHALF OF THE CITY OF MAPLE
RIDGE:

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 622:

“F. King”

“V. Silva”

Frances King, Director of Human Resources

Val Silva, President

June 5, 2015

June 4, 2015

Date

Date

Amended during drafting of the 2021-23 Collective Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

RE: HOURS OF WORK FOR BYLAW COMPLIANCE OFFICER

1. PURPOSE

The current Collective Agreement does not allow for Bylaw Compliance Officers to work on Sundays without overtime provisions applying. The current Monday to Saturday work week is less than optimum in providing bylaw enforcement services which include enforcement of bylaw infractions and ticket services. Allowing officers to work on Sundays would ensure better customer service in the field of enforcement and a greater success rate in the service of bylaw tickets.

This Letter of Understanding is to allow a maximum of two (2) auxiliary positions to work on Sundays in the classification of Bylaw Compliance Officer.

2. TERM AND TERMINATION OF THIS LETTER OF UNDERSTANDING

This agreement is in effect from the date signed and will expire on March 31, 2021. Either party may terminate this letter by providing thirty (30) days' written notice to the other party.

3. HOURS OF WORK

Auxiliary Bylaw Compliance Officers may work any seven (7) hours between the hours of 7:00 a.m. to 9:00 p.m. Sundays.

This LOU is not meant to be applied to existing Bylaw Staff except by mutual agreement and is not intended to expand the work week or work day of the Bylaw Department in general. The Sunday shifts are to be posted as a stand alone shift except it may be combined with a Saturday shift to create a fourteen (14) hour weekly block. The Employer is not permitted to post a Wednesday to Sunday schedule. If the Employer determines that an expanded shift block beyond Saturday/Sunday block is required, then mutual agreement from the Union is required.

Letter of Understanding re Hours of Work for Bylaw Compliance Officer (cont'd)

SIGNED ON BEHALF OF THE CITY OF MAPLE
RIDGE:

SIGNED ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 622:

"F. King"

"V. Silva"

Frances King, Director of Human Resources

Val Silva, President

December 4, 2014

December 4, 2014

Date

Date

Amended during negotiations for the renewal of the 2012-16 Collective Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE
(the "Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622
(the "Union")

**RE: SHIFT CHANGE NOTIFICATION FOR EMPLOYEES WORKING UNDER NOTES J, K AND Q OF SCHEDULE
B OF THE COLLECTIVE AGREEMENT**

1. Purpose

The Parties have been in dispute for a number of years regarding the application of notification language for a change in shifts for employees working under Notes J, K and Q of Schedule B; specifically those employees that do not participate in a shift selection process. This Letter of Understanding (LOU) will outline how much notification the Employer is required to provide when a change in the employee's regular work day or work week is required both on a temporary and permanent basis. This LOU is not intended to change the current practices that are in place for the Aquatics division in regards to shift scheduling or notice periods for a change in shifts or shift cancellation. This LOU shall not apply to auxiliary employees.

2. Notice of a Change in Hours of Work/Work Week

Employees listed under Notes J, K and Q who do not participate in a shift selection will be entitled to the following:

- A general work schedule that includes their standard work day and work week. (e.g. An employee who generally works Tuesday to Friday 9:00 a.m. to 5:00 p.m.).
- The Employer must provide forty-eight (48) hours, notice of a change in an employee's hours of work (e.g. The Employer now requires the Employee to work 10:00 a.m. to 6:00 p.m.).
- The Employer must provide forty-eight (48) hours' notice of a temporary change in an employee's general work week schedule (e.g. The Employer requires the employee to work Wednesday to Sunday for two (2) weeks for a special project)
- The Employer must provide five (5) working days (based on the employee's general work schedule) of a permanent change in an employee's general work week schedule (eg. The Employer requires the employee to work Wednesday to Sunday for the foreseeable future). When shifts are changed, or positions hired, employees in the positions will be given shift preference on the basis of seniority.

Letter of Understanding re Shift Change Notification For Employees Working Under Notes J, K And Q of Schedule B of the Collective Agreement (cont'd)

Employees listed under Notes J, K and Q who do participate in a shift selection will have standard notification rights under Article 14. These employees are entitled to five (5) days' notice of a shift being put in place and five (5) days' notice of a major change in shift schedule.

3. Overtime

If the notice requirements in Section 2 are not provided then the appropriate overtime provisions shall apply.

If the Parties mutually agree to less notification then the overtime provisions would not apply.

4. Addition of Positions to Note J

The Parties agree to the addition of the following positions into Note J:

- Recreation Programmer – Special Events & Volunteers
- Children's Programmer
- Social Planning Analyst
- Recreation Programmer (Health & Wellness)
- Building Services Supervisor
- Marketing & Communications Coordinator
- Recreation Programmer – Aquatics
- Facilities Operations Supervisor

5. Review

The Parties both acknowledge that the Notes in question cover a large and diverse part of the workplace and not every issue can be anticipated. It is agreed that this LOU will be reviewed in six (6) months from the time of signing and either Party can cancel the LOU without reason. In the event that the LOU is cancelled, the Union reserves the right to raise grievances related to the Notes or Article 13.05 or any other Article that is impacted by this LOU. If the LOU is resigned the parties can agree on a new termination date.

Dated this 10th day of August, 2017.

SIGNED ON BEHALF OF THE CITY OF MAPLE
RIDGE:

SIGNED ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 622:

“F. King”

“M. Dunn”

Frances King, Director of Human Resources

Melissa Dunn, President

Amended during drafting of the 2021-23 Collective Agreement.

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE
(the "Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622
(the "Union")**RE: POLICY AND GROUP GRIEVANCE RE: PART-TIME AND AUXILIARY EMPLOYEES' PENSION CONTRIBUTIONS**

The parties have agreed to the full and final resolution of the above-noted grievance. The specific terms of the agreement are as follows:

1. All part-time and auxiliary employees who are enrolled in the Municipal Pension Plan shall have their percentage in lieu of benefits under Article 18.07 reduced by the following percentages on the following dates, in recognition of the City's contribution to the Municipal Pension Plan on their behalf:

Date	Reduction	12%	14%	16%
Jan 1, 2016	8%	4%	6%	8%
Apr 1, 2016	7%	5%	7%	9%
July 1, 2016	6%	6%	8%	10%
Oct 1, 2016	5%	7%	9%	11%
Jan 1, 2017	4%	8%	10%	12%

- (a) As of April 1, 2017, the City shall increase the percentage in lieu for those employees receiving eight percent (8%) per the above chart as of January 1, 2017 to ten percent (10%). This will include employees whose terms and conditions of employment are governed by the LOU found at p. 81 of the 2012-2016 collective agreement.
- (b) The percentages expressed in the top row (12%, 14%, 16%) represent the current percentage in lieu under Article 18.07 of the Collective Agreement.
- (c) The percentages immediately below those percentages represent the percentage in lieu of benefits that will be paid to the employees as of those specified dates.
- (d) This agreement does not affect employees who opt not to join, or who are not eligible to join, the MPP. However, if such employees do join the MPP at any point, their pay in lieu and the applicable reductions will be as per these terms.

Letter of Understanding re Policy and Group Grievance Re: Part-Time and Auxiliary Employees' Pension Contributions (cont'd)

2. For all existing part-time and auxiliary employees who have opted out of membership in the Municipal Pension Plan, the Employer will send letters providing them with the opportunity to opt in and explaining the terms of this agreement to them.
3. Settlement Bonus

For all part-time and auxiliary employees who have been enrolled in the Municipal Pension Plan prior to the date of this agreement, the Employer will pay them a grievance settlement bonus of five point two percent (5.2%) of their pensionable salary from December 31, 2015 back to the date of their enrollment or the date of ratification of the last collective agreement (June 16, 2014), whichever is later. The grievance settlement bonus will be paid in the second pay period of 2016.
4. This agreement applies unless the parties negotiate a different agreement during collective bargaining or at any other time.
5. Joan Gordon will retain jurisdiction and remain seized to resolve any issues that may arise regarding the interpretation, application or implementation of this settlement agreement.
6. This settlement agreement shall be subject to a consent order.
7. In consideration of the settlement agreement, the parties agree that the above captioned policy and group grievance is fully and finally resolved.

Dated and effective at Maple Ridge, British Columbia, this 30th day of November, 2015.

SIGNED ON BEHALF OF THE CITY OF MAPLE
RIDGE:

"F. King"

Frances King, Director of Human Resources

SIGNED ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 622:

"V. Silva"

Val Silva, President

Amended during negotiations for the renewal of the 2012-16 Collective Agreement.

LETTER OF UNDERSTANDING

Between the

CITY OF MAPLE RIDGE

And the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

RE: BENEFITS FOR REGULAR PART TIME (RPT), PART TIME (PT) AND AUXILIARY (AUX) EMPLOYEES

PURPOSE

The following outlines how the benefit language contained in Article 18.07 *Benefit Entitlement and Percentage in Lieu of Benefits* shall apply to RPT, PT and Aux employees. This is to provide clarification for those employees that work additional hours in their RPT position or for those employees that hold a PT or Aux position in addition to a RPT position.

1. An employee can hold only one status as prescribed in the collective agreement
2. Employee Status will default to that which holds the “highest” benefit provision.
 - Example: A RPT employee also holds a PT position. The employee’s status is RPT.
3. Benefits are determined by the status of the employee in relation to assigned benefit entitlements
4. The cost allocation of benefits and sick entitlement for Regular Part Time status employees will be calculated on the percentage of hours compared to a full time equivalent holding the same position.
 - Example: A position is posted at twenty (20) hours/week and the position is normally forty (40) hours/week. The proration of entitlements will be fifty percent (50%) or one-half (½) of an equivalent full time employee.
5. All Regular Part Time benefits and entitlements will be calculated initially based on core hours. Changes in cost allocation and/or entitlement will be calculated as at January 1st following twelve (12) months of work.
6. Core hours are the base hours assigned to a Regular Part Time position as described in definitions article; ARTICLE 4.03 Regular Part-Time Employee. This is the defined ongoing weekly scheduled hours for a position. Core hours can change with formal notification.
 - Example: A RPT employee is hired July 1, 2016 and initially receives entitlements and cost proration based on core hours. Effective January 2018, the eligible hours worked in 2017 will be

Letter of Understanding re Benefits for Regular Part Time (RPT), Part Time (PT) and Auxiliary (Aux) Employees (cont'd)

compared to their core hours and an adjustment will be made to the sick entitlement accrual and proration of benefits.

7. Hours worked by Regular Part Time Employees in another classification and/or department will not be eligible for sick entitlement nor accrual of sick time on these hours.
 - Example: An employee picks up a shift in Aquatics and holds a RPT position in the Youth Department. The employee is unable to work the shift due to illness. The hours would be coded as Sick No Pay and would be unpaid.

Attached *Appendix A – Regular Part Time – Entitlement Matrix* outlines the treatment of a number of benefits and entitlements.

SIGNED ON BEHALF OF THE CITY OF MAPLE RIDGE:

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622:

“M. Wetherill”

“R. Dorrell”

Signature

Signature

OCT 28/16

OCT 28/16

Date

Date

Amended during drafting of the 2021-23 Collective Agreement.

Letter of Understanding re Benefits for Regular Part Time (RPT), Part Time (PT) and Auxiliary (Aux) Employees (cont'd)

Appendix A

Regular Part Time – Entitlement Matrix

<i>Type</i>	<i>Core Hours* in RPT position</i>	<i>Additional non-core hours in RPT classification</i>	<i>Additional non-core hours in Other Department or Other Classification</i>
3 rd Party Benefits Proration	Yes	Yes	Yes
Jury Duty	Yes	Yes	Yes
Sick - General	Yes	Yes	NA
Sick - Family	Yes	Yes	NA
Municipal Pension Plan	Yes	Yes	Yes
W.C.B. Top Up	Yes	Yes	Yes
S.E.I.B. Top Up	Yes	Yes	Yes
Sick Accrual	Yes	Yes	NA
Bereavement Leave	Yes	Yes	Yes
Lieu 10%	Yes	Yes	Yes
Lieu 12%, 14%, 16%	NA	NA	NA
Seniority	Yes	Yes	Yes

* Core hours are defined as the base hours assigned to a RPT position. This is the defined ongoing weekly scheduled hours for a position. Core hours can change with formal notification.

LETTER OF UNDERSTANDING

between the

CORPORATION OF THE CITY OF MAPLE RIDGE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622**RE: ARTICLE 22.03 (DAILY GUARANTEE)**
PARKS, RECREATION & CULTURE DIVISION - AQUATICS-SLIDE ATTENDANT

It is agreed between the parties that for as long as this Letter of Understanding is in effect, the four (4) hour Daily Guarantee contained in Article 22.03 of the Collective Agreement shall be replaced with a minimum of two (2) hour daily guarantee for the **Slide Attendant** classification subject to the following:

1. the application of Article 22.03(3);
2. the scheduling of Slide Attendants; and;

The application of this Letter shall be a standing item of the Joint Labour/Management Committee for review semi-annually.

This Letter of Understanding will remain in effect until notice is served by either party during a period of collective bargaining. The Letter of Understanding will remain in effect until the date of ratification of the Memorandum of Agreement that renews the Collective Agreement that is the subject of negotiations at that time. If neither party serves notice, this Letter of Understanding will continue to remain in effect.

SIGNED ON BEHALF OF THE
CORPORATION OF THE DISTRICT OF
MAPLE RIDGE:

“Michelle Wetherill”

Michelle Wetherill, Acting Director
of Human Resources

May 17, 2019

Date

SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES, LOCAL
622:

“Rob Letts”

Rob Letts, Union President, CUPE
Local 622

May 17, 2019

Date

LETTER OF UNDERSTANDING

between the

CORPORATION OF THE CITY OF MAPLE RIDGE

(the Employer)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

(the Union)

WITHOUT PREJUDICE AND PRECEDENT AGREEMENT

RE: WORK WEEK**POSITIONS OF SUPERVISOR 2 – PARKS MAINTENANCE AND PARK ATTENDANT**

Many City operations and services are open and available outside of Monday to Friday, 7:00 am to 6:00 pm including various recreation facilities, protective services (Fire, RCMP), Corporate Administration and our City Council and its associated Committees. The Union and the Employer agree that there is a need for the Parks, Recreation & Culture Department to be available seven days a week.

The Parks system is heavily used on weekends by sports user groups, the general public, and for events and festivals. There is a requirement to provide parks services seven days a week in order to respond to customer service and safety issues that require immediate action.

The Supervisor 2 – Parks Maintenance and the Park Attendant are outside positions working 40 hours a week. The Supervisor 2 – Parks Maintenance position is a reclassification of the Park Worker position. The Park Attendant position is a new position.

In addition to the positions listed under Schedule “B”, Note P of the Collective Agreement, on a without prejudice and without precedent basis, the work week for the positions will be as follows:

Supervisor 2 – Parks Maintenance

8 hours/day; 40 hours/week
Tuesday to Saturday work week

Park Attendant

8 hours/day; 40 hours/week
Thursday to Monday work week

Any disputes related to the application of this letter or interpretation of specific Articles as they apply to this class will be discussed with the union. If a dispute is not resolved, it will proceed under Article 9 – *Grievance Procedure and Arbitration*.

Letter of Understanding re Work Week – Positions of Supervisor 2 – Parks Maintenance and Park Attendant (cont'd)

This Letter of Understanding will remain in effect until notice is served by either party during a period of collective bargaining. This Letter of Understanding will remain in effect until the date of ratification of the Memorandum of Agreement that renews the Collective Agreement that this is the subject of negotiations at that time. If neither party serves notice, this Letter of Understanding will remain in effect.

Dated this 21 day of April, 2020.

SIGNED ON BEHALF OF THE CITY OF
MAPLE RIDGE:

SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES, LOCAL 622:

“Michelle Lewis”

Michelle Lewis
Director, Human Resources

“Rob Letts”

Rob Letts
President, CUPE Local 622

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF MAPLE RIDGE

(the Employer)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

(the Union)

WITHOUT PREJUDICE AND PRECEDENT AGREEMENT

**RE: TUESDAY TO SATURDAY WORK WEEK, LABOURER VACANCY, ROADS DIVISION OF THE
OPERATIONS DEPARTMENT**

Many City operations and services are open and available outside of Monday to Friday, 7:00 am to 6:00 pm including various recreation facilities, protective services (Fire, RCMP), Corporate Administration and our City Council and its associated Committees.

Article 13.05 – New or Vacant Positions of the collective agreement states:

Where the Employer's operations require work weeks other than Monday to Friday or hours of work other than the standard hours for a classification, such adjustments shall be for bona fide business reasons and be by mutual consent between the Employer and the Union and such consent by the Union shall not be unreasonably withheld. Such adjustments shall be reflected in a Letter of Understanding between the parties.

The Roads Division of the Operations Department currently has a Labourer vacancy and the Employer has a requirement for garbage pick-up from City owned bins on Saturdays. The Employer and the Union agree this constitutes a bona fide business reason to post the Labourer vacancy with a standard work week of Tuesday to Saturday inclusive followed by two (2) consecutive days of rest. For Overtime purposes under Article 15.01 – Overtime Rates, these two (2) consecutive days of rest will be deemed to be Sunday and Monday. The standard work day for this position will be eight (8) consecutive hours scheduled between 6:00 a.m. – 4:30 p.m. exclusive of an unpaid one-half (1/2) hour lunch period.

This position is eligible for shift premium in accordance with Article 14.10 and premium pay in accordance with Article 22.12 of the collective agreement as applicable.

In addition to garbage pick-up from City owned bins on Saturdays, the Labourer position will perform other duties and responsibilities consistent with the Labourer role. The parties agree that this Letter of Understanding does not alter the Employer's right to manage including, but not limited to, assigning tasks and prioritizing work as required.

Letter of Understanding re Tuesday to Saturday Work Week, Labourer Vacancy, Roads Division of the Operations Department (cont'd)

Any disputes related to the application of this letter or interpretation of specific Articles as they apply to this class will be discussed with the union. If a dispute is not resolved, it will proceed under Article 9 – *Grievance Procedure and Arbitration*.

This Letter of Understanding will remain in effect until notice is served by either party during a period of collective bargaining. This Letter of Understanding will remain in effect until the date of ratification of the Memorandum of Agreement that renews the Collective Agreement that is the subject of negotiations at that time. If neither party serves notice, this Letter of Understanding will remain in effect.

Dated this 26 day of February, 2021.

SIGNED ON BEHALF OF THE CITY OF
MAPLE RIDGE:

SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES, LOCAL 622:

“Michelle Lewis”

Michelle Lewis
Director, Human Resources

“Rob Letts”

Rob Letts
President, CUPE Local 622

LETTER OF UNDERSTANDING

between the

CORPORATION OF THE CITY OF MAPLE RIDGE
(the Employer)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622
(the Union)

WITHOUT PREJUDICE AND PRECEDENT AGREEMENT

RE: REGULAR PART-TIME PARKING OFFICER WORK WEEK

Many City operations and services are open and available outside of Monday to Friday, 7:00 am to 6:00 pm including various recreation facilities, protective services (Fire, RCMP), Corporate Administration and our City Council and its associated Committees. The Union and the Employer agree that there is a need for the License & Bylaws Department to be available seven days a week.

This without prejudice and without precedent agreement allows for the creation of one (1) regular part-time Parking Officer position to work on Sunday. This work week expansion will result in a Sunday to Saturday work week for the regular part-time Parking Officer position.

The employee covered under this agreement will work five (5) shifts in a two week period. The employee will work Saturday and Sunday each week plus one other week day shift in a two week period. The two week schedule will be: Week one – work Saturday and Sunday; Week two – work Friday, Saturday, and Sunday.

Any disputes related to the application of this letter or interpretation of specific Articles as they apply to this class will be discussed with the union. If a dispute is not resolved, it will proceed under Article 9 – *Grievance Procedure and Arbitration*.

This Letter of Understanding will remain in effect until notice is served by either party during a period of collective bargaining. This Letter of Understanding will remain in effect until the date of ratification of the Memorandum of Agreement that renews the Collective Agreement that this is the subject of negotiations at that time. If neither party serves notice, this Letter of Understanding will remain in effect.

Dated this 21 day of April, 2020.

SIGNED ON BEHALF OF THE CITY OF
MAPLE RIDGE:

SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES, LOCAL 622:

“Michelle Lewis”

Michelle Lewis
Director, Human Resources

“Rob Letts”

Rob Letts
President, CUPE Local 622

LETTER OF UNDERSTANDING

between the

CORPORATION OF THE CITY OF MAPLE RIDGE

(the Employer)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

(the Union)

RE: SUNDAY TO THURSDAY WORK WEEK FOR BYLAW COMPLIANCE OFFICERS

1. PURPOSE

Many City operations and services are open and available outside of Monday to Friday, 7:00 am to 6:00 pm including various recreation facilities, protective services (Fire, RCMP), Corporate Administration and our City Council and its associated Committees. The Union and Employer agree there is also a need for the Licenses & Bylaws Department to be available seven days a week. This agreement allows for two (2) Bylaw Compliance Officer positions to work a standard work week of Sunday to Thursday inclusive.

2. EXISTING LANGUAGE

Currently, Bylaw Compliance Officers work under Article 13 – *Hours of Work* and work a standard work day and work week. Under Article 14 – *Shift Work and Shift Differential*, the Employer can also create a non-standard shift for Bylaw Enforcement positions that work a Tuesday to Saturday shift between the hours of 3:00 pm to midnight. Alternatively, the Saturday can be a day shift.

3. STANDARD WORK DAY AND WORK WEEK

Employees in this class have a thirty-five (35) hour week and shall work seven (7) consecutive hours between 7:00 am and 6:00 pm exclusive of a lunch break of one hour. The standard work week shall consist of five (5) consecutive working days from Sunday to Thursday inclusive followed by two (2) consecutive days of rest. For overtime purposes under Article 15.01 – *Overtime Rates* these two (2) consecutive days of rest will be deemed to be Saturday and Sunday.

4. ADDITIONAL INFORMATION

When a Bylaw Compliance Officer position is vacated or a new Bylaw Compliance Officer position is created, that position's shift (either standard or non-standard) will first be offered to the existing Bylaw Compliance Officers by seniority. The resulting vacant or new shift will then be posted in accordance with Article 11 – *Promotions and Staff Changes*. The intent is for this class to work as regular full-time employee with a non-standard work week, and as such all other relevant Articles of the Collective Agreement will apply. Any disputes related to the application of this letter or

Letter of Understanding re Sunday to Thursday Work Week for Bylaw Compliance Officers (cont'd)

interpretation of specific Articles as they apply to this class will be discussed with the Union. If a dispute is not resolved then it will proceed under Article 9 – *Grievance Procedure and Arbitration*.

5. TERM AND TERMINATION OF THIS LETTER

This Letter of Understanding will remain in effect until notice is served by either party during a period of collective bargaining. The Letter of Understanding will remain in effect until the date of ratification of the Memorandum of Agreement that renews the Collective Agreement that this is the subject of negotiations at that time. If neither party serves notice, this Letter of Understanding will continue to remain in effect.

SIGNED ON BEHALF OF THE CITY OF MAPLE RIDGE

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 622

“Michelle Lewis”

M. Lewis, Executive Director of Human
Resources

“Neerje Harvey”

N. Harvey, President – CUPE Local 622

June 12, 2019

Date

June 12, 2019

Date

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE

(the "Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

(the "Union")

RE: NEW POSITION – WATER SYSTEM OPERATOR 1

In an effort to address recruitment challenges for a Water System Operator with an E.O.C.P. – Water Distribution, Level 4 Certification, the Employer and the Union agree, on a without prejudice and without precedent basis:

- To establish a new position titled Water System Operator 1, Class No. 356, requiring an E.O.C.P. – Water Distribution, Level 2 Certification.
- To recruit an individual with an E.O.C.P. – Water Distribution, Level 2 Certification and support the successful candidate in achieving an E.O.C.P. – Water Distribution, Level 4 Certification.
- With the creation of a Water System Operator 1 position, the current Water System Operator, Class No. 162, position title will be changed to Water System Operator 2.

Definition

The E.O.C.P. is a program for the certification of water and wastewater treatment systems and facility operators.

Recruitment

- The Water System Operator 1 position, Class No. 356, requires the successful candidate to possess an E.O.C.P. – Water Distribution, Level 2 Certification and/or successful completion of a Water and Wastewater Technician/Technology Program from an accredited post secondary institute.
- The Employer will post the new position of Water System Operator 1 both internally and externally in search of a suitable qualified candidate.
- The successful candidate must agree to achieve an E.O.C.P. – Water Distribution, Level 4 Certification per the *Education Schedule for the Water System Operator 1* section below.
- To be selected for this opportunity, the candidate must demonstrate excellent mathematical skills and the leadership qualities required of a Water System Operator 2 with an E.O.C.P. – Water Distribution, Level 4 Certification, Class No. 162.
- The successful candidate must agree to the terms and conditions outlined in this Letter of Understanding.

Letter of Understanding re New Positions – Water System Operator 1 (cont'd)

Education Schedule for the Water System Operator 1

The employee must actively demonstrate their commitment to achieve the E.O.C.P. – Water Distribution, Level 4 Certification from the date of hire. The employee is required to successfully complete the courses listed under each Module as well as other relevant supplemental courses.

Module One	Module Two	Module Three	Module Four
Plan Reading	Small Water Systems	Reservoir Maintenance and Cleaning	Water Distribution 3
Chlorine Handling and Disinfection Process	Ultraviolet (UV) Disinfection	Cross Connection Control	Water Distribution 4
Water Quality and Sampling for Water	Water Treatment 1	Basic Water Hydraulics, Pumps and Control Valves	Remaining Supplemental Courses to achieve the required CEU's to obtain an E.O.C.P – Water Distribution Level 4 Certification.
Leak Detection Concepts	Hypo-chlorination	Wastewater Collection 1	Maintain "Good Standing" Status
Five (5) Relevant Supplemental Courses	Five (5) Relevant Supplemental Courses	Five (5) Relevant Supplemental Courses	
Maintain "Good Standing" Status	Maintain "Good Standing" Status	Maintain "Good Standing" Status	

- Not all courses are available at all times, therefore, the employee may complete supplemental courses to continue to get credits toward achieving an E.O.C.P. – Water Distribution, Level 4 Certification.
- The employee is required to complete a minimum of 2.4 Continuing Education Units (CEUs) education credits per two years to maintain "In Good Standing" Certification.
- The employee and the Superintendent of Waterworks will develop a Direct Responsible Charge (DRC) Plan to submit to EOCP for Compliance. Upon EOCP compliance approval, the facility management group will approve the plan.

Note: The *Education Schedule* outlined above is based on the E.O.C.P. – Water Distribution, Level 4 certification requirements as they currently exist. Should the certification requirements change, the employee will be required to complete the revised educational requirements necessary to achieve the E.O.C.P. – Water Distribution, Level 4 Certification.

Letter of Understanding re New Positions – Water System Operator 1 (cont'd)

Competency Evaluation

Competency evaluation is intended to verify if the employee is able to apply their skills and knowledge during “in field” applications.

At the completion of each Module identified under the *Education Schedule*, the employee will be evaluated to determine the level of competence achieved. Competency evaluation will be conducted by the Superintendent of Waterworks or qualified designate.

Competency evaluation will be conducted as outlined in the EOCP – Association of Board Certification, Water Distribution Operator Need-to-Know Criteria. This can be located on the EOCP website under Exam Preparation.

Employee will be evaluated on the following:

- Module One – Water Distribution Class I Criteria
- Module Two – Water Distribution Class II Criteria
- Module Three – Water Distribution Class III Criteria
- Module Four – Water Distribution Class IV Criteria

Rate of Pay

The pay structure for the Water Systems Operator 1 will increase upon successful completion of each Module outlined under the *Education Schedule* and upon successful evaluation for competency as outlined under Competency evaluation section of this letter.

Starting Rate:	Water System Operator 1 (current at signing \$34.68)
Completion of Module 1:	1.44% increase to hourly rate of pay
Completion of Module 2:	2.44% increase to hourly rate of pay
Completion of Module 3:	2.44% increase in hourly rate of pay
Completion of Module 4:	Increase to the Water System Operator 2 rate of pay per the Collective Agreement

Upon Achievement of E.O.C.P. – Water Distribution, Level 4 Certification

Upon successfully achieving the E.O.C.P. – Water Distribution, Level 4 Certification, the Water System Operator 1 will be reclassified to a Water System Operator 2, Class No. 162, and receive the applicable rate of pay per the Collective Agreement.

Non-Completion of Education Requirements

If the Water System Operator 1 does not complete the educational requirements needed to achieve an E.O.C.P. – Water Distribution, Level 4 as outlined above, the Employer and the Union agree as follows:

Letter of Understanding re New Positions – Water System Operator 1 (cont'd)

Reason	Action
Fail a Course	<p>The following process will be implemented until the Employee passes the failed course.</p> <p>The Employee will be given a six (6) month period to re-register themselves in the failed course.</p> <p>Regarding payment of the failed course:</p> <ol style="list-style-type: none"> 1. The Employer will pay for the first failed attempt and last successful completion only; nothing in between. 2. The Employee will be responsible for 100% of the cost of subsequent attempts to pass the same course or exam; with the exception of the last successful completion. <p>If the Employee chooses not to re-register in the failed course within the six (6) month time period, the Employee has decided they are No Longer Willing or Able to Pursue the E.O.C.P. – Water Distribution, Level 4 Certification.</p>
Fail Competency Evaluation	<p>Failing the competency evaluation would be an indicator that the employee needs more time and experience before moving forward.</p> <p>The Superintendent of Waterworks will identify the area(s) requiring improvement and work with the employee to gain the experience needed to pass the competency evaluation. The Employee will be required to pass the competency evaluation prior to the next pay increase.</p> <p>If the Employee chooses not to continue with the competency evaluation, the Employee has decided they are No Longer Willing or Able to Pursue the E.O.C.P. – Water Distribution, Level 4 Certification.</p>
Employee Is No Longer Willing or Able to Pursue the E.O.C.P. – Water Distribution, Level 4 Certification	<p>The following actions will apply:</p> <ul style="list-style-type: none"> • The employee may exercise bumping rights, ONLY within the Water Department provided the Employee has achieved a minimum of Level 3 Water Distribution Certification through E.O.C.P. • If the employee has not achieved a Level 3 Water Distribution Certification through E.O.C.P., employment will be terminated with no bumping rights or alternatively the employee may choose to resign. <p>The employee will be subject to the “Education Fee Reimbursement Plan” clause outlined below.</p>

Letter of Understanding re New Positions – Water System Operator 1 (cont'd)Classroom Schedule

The employee will only be paid for course time that occurs during normally scheduled shifts. The employee is expected to work their regular hours and not “flex their time” to accommodate the classroom schedule unless there is an operational justification for flexing time determined by the employee’s exempt supervisor.

Education Fee Reimbursement Plan

Due to the significant monetary commitment made by the Employer to support the employee in achieving an E.O.C.P. – Water Distribution, Level 4 Certification, the employee will be required to sign a contract for repayment of education fees paid by the Employer in the event the employee voluntarily leaves the employ of the City or if the employee is unable or unwilling to complete the E.O.C.P. – Water Distribution, Level 4 Certification. The following repayment schedule will apply:

- During the program and within one year of completion – 100% of the City’s contribution.
- Greater than one year after completion but less than two years – 2/3 of the City’s contribution.
- Greater than two years after completion but less than three years – 1/3 of the City’s contribution.
- Three years after completion – no repayment required.

Review

The parties acknowledge that this is a new LOU and not every circumstance could be anticipated. It is agreed that the LOU will be reviewed and updated as needed and prior to hiring additional employees under this agreement.

Dated this 21 day of April , 2020

SIGNED ON BEHALF OF THE CITY OF MAPLE RIDGE

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 622

“Michelle Lewis”

“Robert Letts”

Michelle Lewis
Executive Director of Human Resources

Rob Letts
President, CUPE Local 622

LETTER OF UNDERSTANDING

between the

CORPORATION OF THE CITY OF MAPLE RIDGE

(the Employer)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

(the Union)

WITHOUT PREJUDICE AND PRECEDENT AGREEMENT

RE: WORK WEEK**LABOURER VACANCY, WINTER GRAVEYARD SHIFT
ROADS DIVISION OF THE OPERATIONS DEPARTMENT**

Many City operations and services are open and available outside of Monday to Friday, 7:00 am to 6:00 pm including various recreation facilities, protective services (Fire, RCMP), Corporate Administration and our City Council and its associated Committees.

Section 13.05 of the collective agreement states:

Where the Employer's operations require work weeks other than Monday to Friday or hours of work other than the standard hours for a classification, such adjustments shall be for bona fide business reasons and be by mutual consent between the Employer and the Union and such consent by the Union shall not be unreasonably withheld. Such adjustments shall be reflected in a Letter of Understanding between the parties.

The Roads Division of the Operations Department currently has a Labour vacancy. The Employer and Union agree there is a bona fide business reason for an additional staff to work a graveyard shift during the winter to anti-ice and remove snow from the roads. Therefore, the parties agree to fill the regular full-time vacancy as follows:

- 1) A Labourer Hybrid position performing duties that exceed the Labour job description, such as operating a one (1) ton truck, therefore, the Labourer Hybrid rate of pay will be \$29.29/hour. The Labourer Hybrid's shift shall be eight (8) consecutive hours scheduled between 6:00 a.m. – 4:30 p.m. Monday to Friday except as follows:
 - During the winter months, normally November – February (or as required based on winter conditions), the Labourer Hybrid position will work Monday – Friday from 11:00 p.m. – 7:00 a.m. at the Truck Driver 2 rate of pay.
 - During the remainder of the year, this position will revert to day shift at the Labourer rate of pay.

Letter of Understanding re Work Week, Labourer Vacancy, Winter Graveyard Shift, Roads Division of the Operations Department (cont'd)

The position is eligible for shift premium in accordance with Article 14.10 and premium pay in accordance with Article 22.12 of the collective agreement as applicable. Normal overtime rates apply.

Any disputes related to the application of this letter or interpretation of specific Articles as they apply to this class will be discussed with the union. If a dispute is not resolved, it will proceed under Article 9 – *Grievance Procedure and Arbitration*.

This Letter of Understanding will remain in effect until notice is served by either party during a period of collective bargaining. This Letter of Understanding will remain in effect until the date of ratification of the Memorandum of Agreement that renews the Collective Agreement that is the subject of negotiations at that time. If neither party serves notice, this Letter of Understanding will remain in effect.

Dated this 21 day of December, 2020

SIGNED ON BEHALF OF THE CITY OF MAPLE RIDGE

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 622

"Michelle Lewis"

"Robert Letts"

Michelle Lewis
Executive Director of Human Resources

Rob Letts
President, CUPE Local 622

LETTER OF UNDERSTANDING

between the

CITY OF MAPLE RIDGE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

(Hereinafter called "the Union")

RE: COMPRESSED WORK WEEK FOR BYLAW & COMMUNITY SAFETY OFFICERS

The parties agree to amend the hours work for regular full-time employees classified as Bylaw Compliance Officer (BCO) and Community Safety Officer (CSO) within Bylaw and Licensing Services in accordance with the following terms:

Participation

This letter applies to all regular full-time BCOs and CSOs. Officers may request to opt out of the program subject to approval of the department head.

Subject to mutual agreement between the department head and the employee, individual schedules may be adjusted provided no additional costs are incurred by the City of Maple Ridge. Such agreements shall be in writing or confirmed via email between the department head and the employee. The intent of this provision is to accommodate employees who require alternate working arrangements due to temporary family or other emergent circumstances.

Program Costs

The parties agree that the City shall not incur any additional costs as a result of the program.

Compressed Work Schedules

Hours of work outlined herein are based on operational requirements and may be modified from time to time in accordance with Article 5.01 of the Collective Agreement.

BCOs and CSOs shall work a compressed work schedule consisting of four nine and one quarter (9¼) hour days inclusive of a 30-minute unpaid rest break for a total of 35 hours worked per week, presently defined by the four following shifts:

Bylaw Compliance Officers:

Shall work a weekly rotation alternating between day and afternoon shifts.

- Wednesday to Saturday rotation defined as:
 - Four (4) consecutive days worked
 - Three (3) days rest

Letter of Understanding re Compressed Work Week for Bylaw & Community Safety Officers (cont'd)

- Sunday to Wednesday rotation defined as:
 - Four (4) consecutive days worked
 - Three (3) days rest

Community Safety Officers:

Shall work a weekly rotation alternating between day and afternoon shifts.

- Wednesday to Saturday defined as:
 - Four (4) consecutive days worked
 - Three (3) days' rest
- Sunday to Wednesday defined as:
 - Four (4) consecutive days worked
 - Three (3) days rest

BCOs and CSOs shall have a minimum of three consecutive days rest each week except in cases where there is a change in the officer's work days or shift rotation. Such changes shall not incur overtime provided that the bi-weekly hours of work do not exceed 70 hours.

The Employer shall provide 72 hours notice prior to changing an employee's work days or shift rotation as set out herein. Should appropriate notice not be given, then overtime provisions of Article 15.01 shall apply.

Hours of Work

- It is understood that shift rotations average out to 70 hours every two weeks, but may not line up with CMR bi-weekly payroll scheduled. Employees that opt in to the compressed work week will continue to get paid 70 hours biweekly regardless of work shift, excluding unpaid hours where employees have run of leave entitlement in their respective bank.
- Hours of work for BCO's and CSOs for the compressed work week shall be as follows, or as modified from time to time by management to meet operational requirements.

Bylaw Compliance Officers

- Day Shift – Winter 8:00 a.m. – 5:15 p.m.
- Afternoon Shift – Winter 10:00 a.m. – 7:15 p.m.
- Day Shift – Summer 8:00 a.m. – 5:15 p.m.
- Afternoon Shift – Summer 11:00 a.m. – 8:15 p.m.

Community Safety Officers

- Day Shift 7:00 a.m. – 4:15 p.m.
- Afternoon Shift 1:45 p.m. – 11:00 p.m.

Acting Pay

Employees shall receive acting pay only when directed to act in a senior capacity and when approved by the Department Head or designate.

Letter of Understanding re Compressed Work Week for Bylaw & Community Safety Officers (cont'd)Overtime

Additional hours worked as part of the compressed work week shall not attract over-time. For purposes of applying overtime rates as described in Article 15, overtime rates shall apply for hours worked in excess of normal daily hours associated with the compressed work week or, in the absences of a shift change, all hours in excess of 70 hours bi-weekly.

Sick Leave

Accumulation of sick leave credits shall be based on a seven (7) hour workday and 35-hour work week. Utilization of sick leave credits shall be based on the actual hours missed as a result of the compressed work week. i.e. an officer missing work due to illness on while working a compressed work week shall be paid 8.75 hours, providing sufficient sick leave credits have been accumulated.

Vacation

Accumulation of vacation pay shall be based on a seven (7) hour workday and 35-hour work week. Utilization of vacation pay shall be based on the actual hours of leave taken as a result of the compressed work week. i.e. an officer taking one day of vacation leave while working a compressed work week shall be paid 8.75 hours, providing sufficient vacation leave is available in their vacation bank.

Statutory Holidays

Statutory Holiday Pay is based on a seven (7) hour work day. Employees may elect to work an additional 1.75 hours at straight time to make up for the shortfall in hours as a result of taking time off during the statutory holiday. The additional 1.75 hours must be worked during the same pay period in which the statutory holiday occurs.

TERM AND TERMINATION OF THIS LETTER

This letter is effective upon the date signed by both parties and may be terminated by either party by providing 30 days written notice, upon which the previous hours of work as outlined in the 2016-2021 Collective Agreement apply.

Dated this 22nd day of September, 2021

SIGNED ON BEHALF OF THE CITY OF MAPLE RIDGE

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 622

"Michelle Lewis"

Michelle Lewis
Executive Director of Human Resources

"Neerje Harvey"

Nerrje Harvey
Acting President CUPE Local 622

2021-09-22

Date

2021-09-22

Date

INDEX

<u>Provision</u>	<u>Page</u>
Access to Personnel Records	5
Acting Assignments in Exempt Positions	37
Acting Pay.....	37
Adverse Reports.....	5
Analysis of Tenders – Group Plans.....	28
Approved Leave During Vacation	25
Arbitration.....	8
Auxiliary Employee – Definition.....	5
Bargaining Agent.....	2
Benefit Entitlement.....	27
Benefit Provision During Leaves of Absence.....	35
Bereavement Leave	32
Boot Allowance	39
Break Periods	17
Bulletin Boards.....	46
Calendar Year – Definition	5
Calendar Year – Annual Vacations	23
Callout	21
Canadian Union of Public Employees – Representative	7
Changes in Classification.....	42
Check-Off of Union Dues.....	6
City Vehicles – Safety Checks.....	44
Clothing and Broken Tool Replacement Policies	40
Continuation of Acquired Rights.....	47
Cooperation on Safety	42
Cost Sharing – Group Plan Benefits	27
Crossing of Picket Lines During Strike.....	47
Daily Guarantee	36
Deductions from Sick Leave.....	29
Definition and Application of Seniority.....	9
Disclosure of Information	45
Dismissal Grievances.....	8
Earnings Defined – Vacations	26
Education Allowances	38
Effective Date – Service Severance.....	31
Eligible for Added Vacation.....	24
Emergencies – Shifts	19

INDEX (cont'd)

<u>Provision</u>	<u>Page</u>
Environmental Operator Certificate Program	41
Equal Pay for Equal Work.....	36
Exemptions	2
Extended Health and Dental Care.....	26
Extension of Sick Leave	29
Family Illness.....	29
Fees and Licenses.....	38
First Aid Allowance.....	39
General Holiday During Vacation.....	25
General Holidays On Saturday or Sunday	23
General Holidays – Overtime	21
General Holidays – Regular Employees	22
General Holidays – Regular Part-Time, Part-Time, and Auxiliary Employees.....	23
General Holidays – Temporary Full-Time Employees	22
General Leave	33
Grievance Defined.....	7
Grievance Procedure	8
Group Life Insurance.....	27
Holiday on Day Off	23
Holiday Pay.....	23
Hours Between Shifts.....	19
Indemnity	46
Information in Postings.....	13
Inside Employees – Shifts.....	18
Investigation of Accidents.....	43
Job Descriptions	42
Job Postings.....	13
Job Safety Orientation	44
Job Security	45
Jury or Court Witness Duty	33
Labour Management Committee	6
Labour Management Committee – Function.....	6
Labour Management Committee – Meetings.....	7
Labour Management Committee – Representation.....	6
Layoff Procedure	14
Leave of Absence for Public Duties.....	33
Leave of Absence for Union Business	31
Leave of Absence for Union Duties.....	31

INDEX (cont'd)

<u>Provision</u>	<u>Page</u>
Length of Service – Vacations	23
Letters of Reprimand – Review	6
Lieu Time	22
Long Term Disability Plan	30
Loss of Seniority	12
Management Rights	5
Market Adjustment	41
Maternity and Parental Leave	33
Mechanic Tool Insurance	39
Medical Benefits	26
Method of Making Appointments	13
Mileage Allowance	40
Military Leave	35
Mourner's Leave	33
New or Vacant Positions	17
No Disciplinary Action – Safety Committee	43
No Discrimination	46
No Other Agreements	2
Non-Standard Work Day	17
Non-Standard Work Week	17
Notice of Layoff	15
Notification – Shifts	20
Notification – Sick Leave	30
Notification – Promotion and Staff Changes	14
Other Employees – Annual Vacations	24
Other Employees – Shifts	19
On Layoff	14
Outside Employees – Shifts	18
Overtime Rates	21
Parks Employees – Shifts	19
Parks Litter/Garbage Collection Premium	39
Part-Time Employee – Definition	4
Participation in Group Plans	26
Pay Days	36
Pay for Injured Employees	43
Pension Plan	26
Percentage in Lieu of Benefits	27
Plural or Feminine Terms May Apply	46
Police Services – Shifts	19
Posting of Shifts	19

INDEX (cont'd)

<u>Provision</u>	<u>Page</u>
Preamble	1
Premium Pay – Brushing	39
Premium Pay – Raw Sewage	38
Premium Pay – Snowploughing/Sanding/Salting	39
Probationary Employees – Definition	4
Proof of Illness	29
Proper Facilities.....	46
Proration and Recovery of Vacation Overpayment.....	25
Provincial Emergency Program (Cost Recovery).....	22
Provisions for Meals and Rest Periods on Overtime	38
Recall Procedure	15
Reclassifications	42
Recognition of Seniority.....	13
Recreation Complex – Shifts	19
Regular Full-Time Employee – Definition	4
Regular Part-Time Employee – Definition.....	4
Regular Part-Time, Part-Time, and Auxiliary Employees – General Holidays.....	23
Replacement Coverage	20
Replaces Hours of Work.....	20
Retention of Seniority	11
Retirement – Service Severance	30
Right of Appeal.....	20
Safety Committee – Meetings	43
Safety Measures.....	43
Same Sex Benefit Coverage	28
Seniority – Divisions	9
Seniority – General	9
Seniority List.....	9
Seniority – Probationary Employee	11
Seniority – Regular Full-Time Employee	10
Seniority – Regular Part-Time, Part-Time, and Auxiliary Employee	10
Seniority – Temporary Full-Time Employee.....	11
Seniority – Temporary Full-Time Employee to Regular Staff.....	12
Service Severance – Definitions	31
Service Severance Paid to the Estate.....	31
Shift Differential.....	20
Shift Preference	20
Sick Leave – Accrual	28
Sick Leave Defined	29
Sick Leave During Leave of Absence	29
Sick Leave Records	29
Sick Leave Subrogation	30

INDEX (cont'd)

<u>Provision</u>	<u>Page</u>
Special Projects of Limited Duration.....	12
Standard Work Day and Work Week.....	15
Standby	21
Summer Hours – Outside Employees	18
Supplementary Week	24
Technical Information	7
Technological and Other Changes	45
Temporary Full-Time Employee – Definition	4
Term of Agreement.....	1
Termination – General	46
Termination – Vacations	25
Time Limits.....	8
Time Off for Meetings.....	7
Time Sheets.....	41
Tradesperson 2 Tools.....	39
Training Program	45
Transportation of Accident Victims	43
Trial Period.....	13
Union-Employer Safety Committee	42
Union Security – Membership	5
Vacation Accrual	26
Vacation in Unbroken Period.....	25
Vacation Preference.....	25
Vacation Schedule.....	24
WorkSafeBC Claim	43