

2012 - 2015

COLLECTIVE AGREEMENT

between the

CITY OF PORT MOODY

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825
(representing "Outside" employees)

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THIS AGREEMENT made and entered into

BETWEEN:

THE CITY OF PORT MOODY
(hereinafter called the "Employer")

PARTY OF THE FIRST PART;

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825
Chartered by the Canadian Union of Public Employees
and affiliated with the Canadian Labour Congress,
(hereinafter called the "Union")

PARTY OF THE SECOND PART.

ARTICLE 1 - PREAMBLE

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 the employees in the bargaining unit of the Union.

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall be for the period from and including 2012 January 01 to and including 2015 December 31, both dates inclusive 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 (2015 December 31) or immediately preceding the last day of December in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

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

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.

ARTICLE 3 - UNION RECOGNITION

Section 1: Recognition

The Employer recognizes the Canadian Union of Public Employees, Local 825, as the sole and exclusive collective bargaining agency on behalf of its hourly-paid employees engaged in Street, Water, Sewer, Parks, Recreation Maintenance Personnel and General Maintenance covered in Schedule "A"--Rates of Pay and except those excluded by the Labour Code 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.

Persons employed by the Employer whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

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

Section 2: Outside Representatives of the Union

Outside representatives of the Union may discuss any Union matter with an employee on the premises during working hours, provided they do not take up more than fifteen (15) minutes of an employee's paid time and provided always that the outside Union representative reports their presence to the senior management representative available before entering the working area.

Section 3: Shop Stewards

A Shop Stewards' Committee, the number to be decided by the Union, shall be elected by the Union in a manner determined by them and the Employer shall be kept informed by the Union of the personnel of this Committee.

Section 4: Orientation

Effective 2013 January 09, a representative of the Union will be invited to attend the new employee orientation and will be afforded up to thirty (30) minutes during new employee orientation to familiarize these new employees with the Union.

ARTICLE 4 - UNION MEMBERSHIP AND DUES CHECK-OFF

- (a) All persons hired on or after November 1, 1978 under the terms of this Collective Agreement shall apply to the Union to become members by the pay period immediately following completion of thirty (30) calendar days of employment.

All present employees who are now members of the Union and those employees who subsequently become members of the Union shall remain members of the Union as a condition of employment, provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay regular Union dues that all other members of the Union are required to pay to the Union, nor shall any employee be deprived of employment by reason of the refusal of the Union to admit such employee to membership.

- (b) The Employer agrees to the check-off of all Union dues, fees and general assessments levied in accordance with the Constitution and/or By-laws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues and/or general assessments 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, fees and general assessments 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 (15) day of the following month.

All employees covered by the Union Certificate of Bargaining Authority shall pay to the Union an amount equal to the Union's dues, such payment to be made by payroll deduction. This deduction shall become effective on the first day of the pay period coincident with or next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the Employer on the final day of the first pay period.

Deductions shall be made in respect of all subsequent pay periods provided an employee works any part of the pay period. These arrangements shall remain in effect for so long as this Union remains the recognized bargaining authority.

- (c) The Employer agrees to acquaint all new employees covered by this Collective Agreement with the fact that a Collective Agreement between the Union and Employer is in effect and with the conditions of employment set out herein dealing with the Definitions of Employees, Union Membership requirement and check-off of Union dues.

ARTICLE 5 - EMPLOYEE DEFINITIONS

- (a) "Employee" shall mean a person who is an "Employee" as defined in the Labour Relations Code.
- (b) Effective 2013 January 09:
- "Probationary Employee" shall mean a person serving an initial trial period of six (6) calendar months from date of hire, to determine suitability for employment as a Regular Full-Time or Regular Part-Time Employee. Provided, however, that, where a probationary employee is absent for ten (10) or more working days during the probationary period, the probationary period shall be extended by the total number of days absent.
- (c) "Regular Employee" shall mean an employee, full and part-time, who has successfully completed the probationary period and who is employed on a regular basis.
- (d) "Regular and Probationary Employees" shall be entitled, except as otherwise provided herein, to all benefits provided by the Collective Agreement, from date of hire.
- (e) "Temporary Full-Time Employee" shall mean an employee who is employed on a full-time basis of forty (40) hours per week, for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).
- Where Temporary Full-Time Employees are hired for a specific project and are advised at the time of being hired of the expected duration of the project, the Employer shall notify the Union as soon as possible in the event circumstances subsequently arise which have the effect of terminating the project earlier than had been expected and announced.
- (f) "Regular Part-Time Employee" shall mean an employee who, on a regular basis, works four (4) hours or more but less than eight (8) hours per shift or, an employee who works eight (8) hours per shift but less than five (5) shifts per work week.
- (g) "Auxiliary Employee" shall mean any other employee. Such employee shall be entitled to such benefits of the Collective Agreement as are otherwise provided herein.

ARTICLE 6 - RATES OF PAY

Section 1: Schedule "A"

The rates of pay and Apprentice wage differentials effective from January 1st, 2012 shall be those rates set out in a schedule attached to this Agreement and identified as Schedule "A" which shall form part of this Agreement.

Each Pay Level contains three (3) increments and employees shall be granted an increment after twelve (12) months' employment.

Section 2: New Employees or Employees Rehired

New employees or employees re-engaged shall be entitled to the standard rate of wage for the position which engaged. If there is no classification and wage scale in Schedule "A" of this Agreement covering the position, such shall be negotiated between the Employer and the Union as expeditiously as possible and in any event no later than three (3) months from the date of employment.

Section 3: Effective Date of Individual Pay Adjustments

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

N.B. This item is not intended to interfere with current provisions regarding pay for acting in a higher capacity.

Section 4: Employee Temporarily Upgraded to a Higher Classification

When an employee temporarily substitutes in, or performs the duties of a higher paying position at an hourly rate of pay, the employee shall receive immediately the rate for the job.

When an employee is upgraded to a higher classification and works at that job for over four (4) hours, the employee shall be paid at the higher rate for the full shift.

When an employee is assigned to a position paying a lower rate, such an employee shall incur no reduction in pay.

Section 5: Temporary Assignment Outside Agreement

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 employees' regular classification rate. In each assignment the employee shall be notified in writing in advance of the temporary assignment.

Section 6: Sewer Premium

Employees engaged in the cleaning of plugged sanitary sewers or where it is necessary to enter a manhole on sanitary sewer maintenance shall receive an additional fifty (50) cents (effective 2013 January 09, seventy-five (75) cents) per hour while so working.

Section 7: Tool Allowance

(a) All employees who, by written notice from the Employer, are required to use their own tools on a continuous basis shall, on or before June 30 of each year submit an updated list of all tools so

used and their replacement value in consideration of which the Employer agrees to insure said tools against loss by fire or theft.

- (b) A tool allowance of \$150.00 will be paid annually on June 30 to all employees who, at the written request of the Employer, provide their own tools on a continuing basis; for Mechanic/Welder this allowance is for the purpose of replacing broken tools.
- (c) In any case where a Mechanic/Welder is required by the Employer to provide their own mechanics' hand tools to perform their work for the Employer, such employee shall be paid a flat Tool Allowance in the amount of forty dollars (\$40.00) bi-weekly.

ARTICLE 7 - HOURS OF WORK

Section 1: Hours of Work - Regular Employees

The normal week for regular employees, shall consist of five (5) eight (8) hour days or shifts to total forty (40) hours, Monday to Friday, inclusive. Shifts shall be established as outlined below:

Shift (A) - Eight (8) consecutive hours between the hours of 7:00 a.m. and 5:00 p.m.

Shift (B) - Eight (8) consecutive hours between the hours of 2:00 p.m. and 12 midnight.

Shift (C) - Eight (8) consecutive hours between the hours of 9:00 p.m. and 7:00 a.m.

Starting and finishing time shall be at the yard or at the job as designated by the Foreman. Time slips are to be filled out by the employee at the end of each shift. Special shifts may, by mutual agreement, be instituted on Saturday and Sunday as well. Employees would work a forty (40) hour regular shift of five (5) - eight (8) hour days and then have two (2) days off.

Section 2: Notice of Shift Change

The Employer shall provide employees with a minimum of forty-eight (48) hours' notice of a temporary change in their daily hours or days of work, except in emergency situations.

The Employer shall provide employees with a minimum of four (4) weeks' notice of a permanent change in their daily hours or days of work.

Section 3: Hours of Work--Auxiliary Employees

An employee who is employed as an Auxiliary Employee shall work at straight time rates for up to eight (8) hours per day on any five (5) days during a work week provided that no Auxiliary Employee shall have less than 32 consecutive hours free from work each week. For purposes of this Section 2 the work week shall be deemed to commence at 0001 hours on Sunday morning and shall end at 2400 hours on the immediate following Saturday.

Section 4: Daily Guarantee

- (a) Subject to the provisions of paragraph (c) an employee reporting for a scheduled shift on the call of the Employer, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours' pay at the regular hourly rate.
- (b) Subject to the provisions of paragraph (c) an employee other than a school student on a school day who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four (4) hours' pay at the regular hourly rate.
- (c) In any case where an employee:
 - (i) reports for a regular shift but refuses to commence work, or
 - (ii) commences work but refuses to continue working,
 the employee shall not be entitled to receive the minimum pay set forth in paragraphs (a) and (b).

Section 5: Rest Periods

A ten (10) minute rest period shall be allowed all employees once during the first half of each shift and once during the second half of each shift, at a specific time to be arranged with the job Supervisor.

ARTICLE 8 - SHIFT WORK

Section 1: Instituting Shift Work

Shift work for hourly-paid employees may be instituted whenever, in the opinion of the Department Head, such work is necessary.

Section 2: Special Shift

A special shift for hourly-paid employees means any shift of eight (8) hours operating between the hours of 4:30 p.m. and 8:00 a.m. Monday to Friday inclusive. During the first shift of a special shift following regular day employment, normal overtime rates shall apply.

Section 3: Shift Premium

Shift premium shall be seventy-five cents (75¢) (effective 2013 January 09, eighty-five cents (85¢)) and shall be payable for those hours of a regular shift so worked by an employee outside the exempt hours of work; provided, however, that if more than one-half of the hours of the regular shift so worked fall outside the exempt hours of work, the shift premium shall be applied to the hours worked in the entire regular shift. For the purpose of this Section 3 "exempt hours of work" means the normal hours of work for an employee within the range of 7:00 a.m. to 5:00 p.m. together with the hour immediately preceding and the hour immediately following such normal hours of work. For example, if the normal

hours of work are 7:00 a.m. to 3:30 p.m., the exempt hours of work would be 6:00 a.m. to 4:30 p.m. If the normal hours of work are 7:30 a.m. to 4:00 p.m., then the exempt hours of work would be 6:30 a.m. to 5:00 p.m.

Section 4: Split Shift

A split shift required during the summer months to operate recreation facilities shall be at the rate specified in Schedule "A" with the operator working Saturday and Sunday with two (2) consecutive days off during the week, provided however, that a split shift shall be confined within ten (10) hours immediately following commencement of work.

Section 5: Minimum Hours Between Shift Changes

There will be a minimum of fifteen (15) hours between changes in regular shifts for Regular Full-Time Employees. A Regular Full-Time Employee called out during the fifteen (15) hours shall be paid at the overtime rate.

ARTICLE 9 - OVERTIME, CALL-OUT AND STANDBY

Section 1: Overtime

- (a) Regular Employees shall be paid at overtime rates for all overtime worked:
 - (i) immediately following the employee's regular shift;
 - (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous regular shift.
 - (iii) at any other time than at the times set forth in items (a)(i) or (a)(ii) of this Section 1 consequent upon an oral or written notice given prior to the end of the employee's previous regular shift except as otherwise provided in Article 12, Section 2.
- (b) Regular Employees shall be paid for the performance of overtime work scheduled by the Employer under clause (a) at the following overtime rates:
 - (i) time and one-half the standard rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
 - (ii) double the standard rate of pay for all overtime in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
 - (iii) double the standard rate of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of Section 1(b). Employees shall be paid a minimum of

one and one-half (1½) hours at double time for overtime worked pursuant to this paragraph (b)(iii).

- (c) Overtime rates will be paid on the following basis to all Auxiliary Employees:
- (1) Time and one-half (1½X) for the first two (2) hours worked in excess of eight (8) hours in one (1) day;
 - (2) Two times (2X) for all hours worked in excess of ten (10) hours in one (1) day;
 - (3) In any case where an Auxiliary Employee has already performed work on five (5) days during the week such employee shall be paid time and one-half (1½X) for any hours worked prior to 1200 hours on the sixth day of work in that week, two times (2X) for all hours worked after 1200 hours on the sixth day and two times (2X) for all hours worked on the seventh day in that week, provided that if an employee works forty-four (44) hours in five (5) days all work done on the sixth and seventh days shall be paid at two times (2X) the employee's regular rate.
- (d) Overtime work which employees will perform on a voluntary basis whenever called upon shall be distributed as fairly and impartially as possible among employees who are qualified to do such work.
- (e) The employee will have the option of choosing cash or equivalent time-off of the employee's choice provided such time-off will not greatly inconvenience the Employer.
- (f) An employee who has opted to receive compensating time off instead of cash, shall be credited with compensating time off up to a maximum of one hundred and twenty (120) hours in a calendar year. Any further earned overtime (beyond the one hundred and twenty hours during that year) will be paid within the pay period that it was earned.

Compensating time off approved by the employee's Department Head (or delegate) will be provided at the rate(s) in effect at the time the overtime in question was worked. All compensating time off credited during a particular calendar year but which has not been granted to an employee by March 31st of the immediately following year shall be paid in cash at that time at the pay rate or rates in effect at the time the overtime in question was worked.

Section 2: Callout

- (a) Callout is to be defined as being called back to work at any time following completion of a Regular Full-Time Employee's regular shift except when pre-scheduled by notice provided prior to the end of the Regular Full-Time Employee's previous regular shift which is defined as overtime in Section 1.
- (b) A Regular Full-Time Employee who is called back to work shall be paid double time without exception for the time actually worked plus one (1) hour's allowance for travelling to and from home, with a minimum of three (3) hours' pay, inclusive of the one (1) hour allowance for travel, at double the rate of pay.

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

- (c) If additional calls are made upon the Regular Full-Time Employee prior to the expiry of the three (3) hour period or prior to his/her arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours' minimum, but the employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for travelling to and from home. If two separate callouts are completed within a three (3) hour period, the minimum payment shall be four (4) hours at double the rate of pay.
- (d) When an employee receives a telephone call and is able to resolve the problem over the telephone (or by computer) and does not have to report to a worksite, the employee shall be paid double the employee's regular rate of pay for one-half ($\frac{1}{2}$) hour. Any subsequent telephone calls related to the first call that occur within one (1) hour of the first call shall not result in any additional payments. A related telephone call that occurs after the one (1) hour period shall result in another one-half ($\frac{1}{2}$) hour payment at double the employee's regular rate of pay. A telephone call within the one (1) hour period that is for an unrelated matter shall result in another one-half ($\frac{1}{2}$) hour payment at double the employee's regular rate of pay.

Section 3: Cost Recovery

Where employees work overtime and/or are called out to deal with emergency situations where the Employer is able to recover the overtime and callout costs from a third party (e.g., Provincial Emergency Program, ICBC, film production companies for extensions to filming or unscheduled filming), the employees shall be paid for such overtime and callouts and shall not be permitted to receive compensating time off in lieu of being paid for the overtime or callout.

Section 4: Standby

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

ARTICLE 10 - MEAL PERIODS(a) (i) During Overtime

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

(ii) During Callouts and Pre-Scheduled Overtime

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

(iii) During Overtime, Call-Outs and Pre-Scheduled Overtime

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

(b) For each meal period given to a Regular Employee under this Article 10 the employee shall be paid one-half ($\frac{1}{2}$) hour of pay at double the employee's regular rate of pay.

(c) Where by reason of an emergency it is not feasible to give a meal period at the designated time under this Article 10(a)(i), (ii), or (iii), it shall be taken as soon as practicable and in addition the Employer shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the Regular Employee would have been otherwise entitled to a paid meal period.

ARTICLE 11 - VACATIONS

Subject to Article 14 herein paid annual vacations for all persons covered by this Agreement shall be allowed as follows:-

Section 1: Paid Annual Vacations

(a) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of fifteen (15) working days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st.

(b) During the second (2nd) up to and including the seventh (7th) calendar year of service - fifteen (15) working days at their regular rate.

During the eighth (8th) up to and including the fifteenth (15th) calendar year of service - twenty (20) working days at their regular rate.

During the sixteenth (16th) up to and including the twenty-third (23rd) calendar year of service - twenty-five working days at their regular rate.

During the twenty-fourth (24th) and all subsequent calendar years of service - thirty (30) working days at their regular rate.

- (c) Seniority shall have preference in scheduling annual vacation.
- (d) Vacations for all employees shall be taken at such time when quantity and regularity of production of the work of the Employer shall not be impaired; provided that the Employer shall endeavor to accommodate the employees in their desires regarding the times of their vacation.
- (e) More than three (3) weeks of the annual vacation of any employee may be taken during July or August when mutually agreed upon.
- (f) 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 (1/12) of their vacation entitlement for that year for each month or portion of a month greater than one-half worked to the date of termination.
- (g) Effective 2014 January 01:

Any Regular Full-Time Employee who has reached minimum retirement age as defined in the Municipal Pension Plan Rules and

- (i) has completed at least twenty (20) years of pensionable service with the Employer, shall be entitled to receive full annual vacation on termination of employment for any reason;
- (ii) has not completed twenty (20) years of pensionable service with the Employer, shall be entitled to receive:
 - (A) one-half (½) the amount of vacation that the employee would have received under Article 11, Section (1)(b) if the employee leaves the service of the Employer on or before June 30 of the calendar year; and
 - (B) the full amount of vacation the employee would have received under Article 11, Section (1)(b) if the employee leaves the service on or after July 01.

All other employees who leave the service shall be entitled to vacation in accordance with the appropriate paragraphs in this clause.

PROVIDED THAT:

- (1) "Calendar Year", for the purpose of this Agreement, shall mean the twelve (12) month period from January 1st to December 31st inclusive.
- (2) An employee may be hired at any level on the vacation schedule set out above at the discretion of the Director of Human Resources. This will not alter any other calculations for the employee, such as but not limited to seniority, length of service or supplementary vacation.
- (3) Effective 2014 January 01, in all cases of termination of service other than that set out in (g), adjustment will be made of any overpayment of vacation.
- (4) An employee shall receive vacation pay at the employee's established rate at the time vacation is taken and at the end of the calendar year, adjustment shall be made pursuant to paragraph (i) below.

(h) Vacation Adjustment

Employees hired prior to 1995 April 26 shall continue to be covered by the vacation pay adjustment provision contained in the 1991-93 Collective Agreement. All other employees shall be covered by the following provision.

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

Section 2: Supplementary Vacation

Supplementary vacation will be provided as set out in Schedule "B" attached to and forming part of this Agreement.

ARTICLE 12 - GENERAL HOLIDAYS

Section 1: Listing of General Holidays

- (a) Subject to Article 14 herein all employees, except those provided for in Section 4, who have completed one (1) month's continuous service, shall be paid at the regular rate of pay for the following General Holidays:

New Year's Day	Easter Monday
Family Day* (effec. 2012 Dec. 13)	Victoria Day
Good Friday	Canada Day

British Columbia Day
Labour Day
Thanksgiving Day

Remembrance Day
Christmas Day
Boxing Day

*If/when Family Day ceases to be a provincial public holiday under the laws of British Columbia, Family Day will no longer be considered a Public Holiday for the purposes of this Collective Agreement.

and any other day declared to be a Public or Civic Holiday by the City Council. Such payment shall be made irrespective of whether or not such General Holiday occurs during such employees' regular work week.

- (b) Where a General Holiday or public holiday declared by the Council of the City of Port Moody occurs while an employee is on annual holiday, extra days in lieu of such holidays shall be granted.
- (c) If a holiday falls on a Saturday or Sunday, the following Monday shall be declared a holiday.

Section 2: Pay for Working on a General Holiday

- (a) All hourly paid employees, required to work on General Holidays shall receive in addition to holiday pay at straight time, double time for all hours worked.
- (b) Auxiliary Employees who are required to work on a General Holiday shall be paid double time for all hours worked on that day provided that such Auxiliary Employee has worked a minimum of sixteen (16) hours within the last thirty (30) days.
- (c) The premium rate which is paid for hours worked on General Holidays is not to be treated as an overtime premium but overtime rates will become applicable if work on a statutory holiday extends beyond eight (8) hours.

Section 3: Extra Day in Conjunction with General Holidays

In the event the Employer permits an extra day in conjunction with a General Holiday to permit a four (4) day weekend, employees shall work an alternate day at regular pay.

Section 4: General Holiday Pay--Probationary Employees

All probationary employees who have completed twenty (20) working days' previous service shall be entitled to General Holiday Pay, provided they are paid for the working day prior to the holiday, and for the working day next after the holiday.

Section 5: Observation of General Holidays

Whenever a general holiday falls on a Saturday or a Sunday and is observed on a weekday, that weekday shall be treated as the general holiday for purposes of attracting premium rates for employees whose duties normally require them to work on that day, and work performed on the Saturday or Sunday shall not attract general holiday premium rates. However, if prior to the beginning of any calendar year the

Employer and the Union agree to recognize the Saturday or the Sunday as the premium day for those employees whose duties normally require them to work on general holidays, they may do so, but there may only be one premium day for such employees with respect to any one general holiday.

ARTICLE 13 - BENEFITS

Section 1: Benefit Administration

The Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

Section 2: Dental, Medical and Extended Health Plan

Subject to Article 14:

- (a) All Regular Full-Time Employees shall, effective the first day of the month following commencement of employment, be required to participate in the Dental Plan unless otherwise covered by a dental plan subject to being eligible for coverage under the rules of the Dental Plan. Dental Care provides coverage as follows:
 - (i) Basic Dental Services (Plan A) - with the Plan paying one hundred percent (100%) of the approved schedule of fees.
 - (ii) Prosthetics, Crowns and Bridges (Plan B) - with the Plan paying fifty percent (50%) of approved schedule of fees.
 - (iii) Orthodontics (Plan C) - with the Plan paying fifty percent (50%) of the approved schedule of fees. The lifetime maximum shall be \$3000 for adults and dependent children as defined by the Plan.
- (b) All Regular Full-Time Employees shall, effective the first day of the month following commencement of employment, be entitled to apply for coverage under the Medical Services Plan and the Extended Health Care Plan subject to being eligible for coverage under the rules of the Medical Services Plan and Extended Health Care Plan.

The Extended Health Care Plan has an annual deductible of \$100.00, a lifetime maximum of \$1,000,000 per person, and provides reimbursement for eligible expenses which include, among other benefits, coverage for:

- (1) eye exams to a maximum payable of \$75.00 per person every two (2) years (effective 2013 February 01, \$100.00 per person every twenty-four (24) months);
- (2) vision care to a maximum payable of \$300.00 (effective 2013 February 01, \$500.00) per person in a twenty-four (24) month period;

- (3) hearing aids to a maximum payable of \$700.00 (effective 2013 February 01, \$1000.00) per person in a five (5) calendar year period;
- (4) orthopedic shoes to a maximum payable of \$400.00 for adults/\$200.00 for children in a calendar year and orthotics to a maximum payable of \$300.00 every five (5) years;
- (5) diabetic equipment and supplies, ostomy, clinical psychologist (maximum payable of \$600.00 per person in a calendar year), and the Nicotine Patch with a \$350.00 per person lifetime maximum;

all subject to the provisions of the Plan.

- (c) An employee who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits subject to being eligible for coverage under the rules of the Medical Services Plan, the Extended Health Care Plan, and Dental Plan.
- (d) Employees who retire on the Municipal Pension Plan may elect to continue coverage under the Extended Health Care and Dental Plans for two (2) months provided they make arrangements to continue to pay their share of the monthly premiums.

The Employer shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premiums for the Medical and Extended Health Care Plans. The Employer shall pay seventy percent (70%) (effective 2013 February 01, seventy-five percent (75%)) and the employees shall pay thirty percent (30%) (effective 2013 February 01, twenty-five percent (25%)) of the premiums for the Dental Plan.

Section 3: Group Life Insurance

All Regular Full-Time Employees shall, effective the first day of the month following commencement of employment, be covered by a Group Life Insurance Plan subject to being eligible for coverage under the rules of the Group Life Insurance. The Plan shall provide coverage in the amount of one and one-half times (1½x) an employee's annual salary rounded to the nearest \$1000, calculated once per year and shall include Accidental Death and Dismemberment coverage. The Employer shall pay seventy percent (70%) and the employees shall pay thirty percent (30%) of the premium.

Section 4: Optional Group Life Insurance

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

Section 5: Benefits for Temporary Full-Time Employees

Temporary Full-Time Employees shall be entitled to benefits on the same basis as they are provided to Regular Full-Time Employees, except that Temporary Full-Time Employees shall not be eligible for

coverage under the Medical, Extended Health Care, or Group Life Insurance Plans until the first of the month following three (3) months of continuous service; and they shall not be eligible for coverage under the Dental Care Plan or the Municipal Pension Plan until the completion of twelve (12) months of continuous service subject to being eligible for coverage under the rules of Medical, Extended Health Care, Group Life Insurance, and Dental Plans.

ARTICLE 14 - REGULAR PART-TIME AND AUXILIARY EMPLOYEE BENEFITS

Section 1: Auxiliary Employee Benefits

Auxiliary Employees shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payments shall be considered to be in lieu of all employee benefits (except Shift Premium) including those providing for time off with pay, provided however, that those Auxiliary Employees who have gained entry onto the Auxiliary Seniority list shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings.

No other benefits shall be provided to Auxiliary Employees unless expressly stated in this Article.

Section 2: Benefits and % in Lieu for Regular Part-Time Employees

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

Where a Regular Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph (a), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (c) commencing on the first of the month following the expiry of the benefit coverage.

- (c) All Regular Part-Time Employees not covered by paragraph (a) shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay, provided however, that those Regular Part-Time Employees who have worked the equivalent of six (6) months shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings and shall be eligible for the benefits contained in paragraph (d) below.
- (d) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Bereavement Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on unpaid leave of absence.
- (e) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Article.

ARTICLE 15 - SICK LEAVE

Section 1: Accumulation and Use

Subject to Article 14 herein, employees shall be granted sick leave with pay of eighteen (18) working days per year, with no restriction as to the number of days that may be accumulated; however, only one hundred sixty days (160) will be allowed to be used in any one calendar year for illness or other purpose stipulated in this Agreement.

- (a) Employees will be permitted up to twelve (12) hours for visits to a Doctor or Dentist on Employer's time for non-emergencies in any one (1) year. Appointments shall be confirmed in advance with the Foreman.
- (b) Sick leave shall be credited on January 1st of each calendar year.
- (c) Employees commencing employment part way through a calendar year will be granted sick leave days at the rate of one and one-half (1½) days for each month worked commencing from date of employment.

Days absent due to illness will be deducted from any accumulated sick leave days.

Wage deductions will be made when there are no remaining accumulated sick leave days.

- (d) Employees with one (1) year or more of service as at December 31st of the then current year would receive annually a further credit of eighteen (18) working days on January 1st of the next following calendar year.
- (e) It is understood and agreed that, with reference to this section and subsection herein, no employee shall be entitled to more than eighteen (18) days' sick leave until the completion of one (1) year of service.
- (f) Sick pay and General Holiday pay shall be paid at the employee's current rate of pay or at the employee's posted rate of pay, whichever is greater.
- (g) In the event of the death of any regular employee, any unused sick leave credit shall be paid to the estate of the deceased.

Section 2: Medical Certificate

An employee may be required by the Employer to produce a Certificate from a qualified Medical Practitioner for any illness and/or a Statutory Declaration, certifying that such employee is unable to carry out his/her duties due to illness or non-compensable accident provided, however, that the Employer may waive this requirement for the first three (3) days of such sickness or accident. Where such Medical Certificate and/or Declaration is not produced there shall be no sick pay allowed.

Section 3: Notification of Supervisor

All employees must notify their immediate supervisor (or designate), prior to the commencement of their shift, of absence due to illness. Failure to do so may result in loss of pay. All other employees engaged on afternoon and night shifts work must notify their department foreman if physically possible a minimum of three (3) hours in advance of the shift commencement of absence due to illness.

Section 4: Sick Leave Bank

- (a) It is agreed between the parties to maintain a Sick Leave Bank to be administered by the Union. All employees covered by the sick leave plan shall participate in the Sick Leave Bank after having completed one (1) year of service. They shall make equal contributions up to a maximum of three (3) days once yearly of their accumulated sick leave credits, deposited to the Sick Leave Bank maintained in hours and dollars and to be held in trust by the Employer, until all contributions collectively result in an accumulation of not more than two hundred (200) working days, regardless of the dollar value.
- (b) The Union shall requisition a specified number of days' sick leave pay to be paid to an employee, at that employee's current rate of pay, by the Employer from the Sick Leave Bank, which shall reduce the number of sick days and dollars in the Sick Leave Bank. The number of sick days eligible for withdrawal will be limited by the dollar value of the Sick Leave Bank.
- (c) The intent of this provision is for the Employer to limit the overall size of the Sick Leave Bank and for the Union to manage its use in accordance with a policy set by the Union which policy shall be shared with the Employer.

Section 5: Sick Leave Reimbursement

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

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

Section 6: Family Illness

Where no one other than the employee can provide for the care of an immediate member of the employee's family (defined as spouse, child, parent and parent-in-law) during an illness, an employee shall be entitled, after notifying the employee's immediate Supervisor, to use up to three (3) accumulated sick leave days per calendar year for this purpose.

ARTICLE 16 - WCB

Subject to Article 14 herein, the Employer will make up Compensation Pay, including the days not covered by Worker's Compensation, to the full amount of the employee's pay, provided however that such make-up shall be charged to the employee's sick leave credit.

ARTICLE 17 - MUNICIPAL PENSION PLAN

Employees shall contribute to the Municipal Pension Plan in accordance with the Municipal Pension Plan Rules.

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

ARTICLE 18 - LEAVES OF ABSENCE

Section 1: Maternity and Parental Leave

Effective 2013 January 09:

(a) Length of Leave

Birth Mother

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

Birth Parent Other than the Birth Mother

A birth parent is the spouse of the birth mother.

An employee who is the birth parent, but who is not the birth mother, shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

In the event the birth mother dies or is totally disabled, an employee who is the birth parent of the child shall be entitled to up to fifty-two (52) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

Adoptive Parent

An adoptive parent is a parent who is not biologically related to the child and whose spouse is not biologically related to the child.

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

Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

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

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

(b) Notice Requirements and Commencement of Leave

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

(c) Return to Work

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

(d) Sick Leave

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

(e) Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the

employee makes arrangements prior to commencing the leave to pay the employee's share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.

- (2) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Pension (Municipal) Act.

(f) Supplementary Employment Insurance Benefits

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

Section 2: Compassionate Leave

- (a) Any Regular Full-Time or Temporary Full-Time Employee who has completed six (6) months of employment, may be granted compassionate leave without loss of pay for a period not to exceed three (3) working days in the following events:
 - (i) in the case of the death of the employee's spouse (including common-law spouse and same-sex partner), child, ward, brother, sister, parent, parent-in-law, grandchild, grandparent, or guardian; or
 - (ii) in the case of the death of any other relative if living in the employee's household.
- (b) Any employee who qualifies for compassionate leave without loss of pay under paragraph (a) herein, and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under paragraphs (a) and (b) herein shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for compassionate leave without loss of pay under paragraph (a) herein shall be granted such leave when on annual vacation. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such compassionate leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Department Head, an employee may be granted leave of up to one-half ($\frac{1}{2}$) day per incident without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by paragraph (a) herein to a maximum of one (1) day per year.

Section 3: Jury Duty

The Employer will make up jury pay to full pay for any permanent employee serving jury duty at the order of any Canadian Court.

Section 4: Union Officials

In the absence from duty of Union Officials the following employees may obtain permission from their Department Head or immediate supervisor and on obtaining such permission, shall suffer no loss of pay in absencing themselves from duty in the following instances:

- (a) The President and Secretary when it is necessary to confer with officials of the City of Port Moody regarding Union business arising from this Agreement.
- (b) One (1) employee from the Outside bargaining unit, one (1) employee from the Inside bargaining unit, and one (1) additional employee from either bargaining unit shall be entitled to leave

without loss of pay for collective bargaining with the Employer. The maximum number of employees entitled to leave without loss of pay for collective bargaining with the Employer for both bargaining units combined is three (3) employees.

Section 5: General Leave of Absence

Effective 2013 January 09:

(a) Applications for Leave

Employees desiring a leave of absence without pay shall submit an application for such leave to their immediate non-bargaining unit supervisor for absences of less than twenty (20) working days for Regular Full-Time Employees and less than four (4) consecutive weeks for Regular Part-Time Employees ("Short Leaves").

For leaves of absence of twenty (20) or more working days for Regular Full-Time Employees and of four (4) consecutive weeks or more for Regular Part-Time Employees ("Long Leaves"), the application shall be submitted to the Chief Administrative Officer.

In all cases each request will be judged based on the circumstances and merits of each application. The final and binding decision to grant Short General Leaves shall rest with the non-bargaining unit supervisor and the final and binding decision for Long General Leave shall rest with the Chief Administrative Officer.

Under no circumstances will a leave be granted for an employee to engage in other employment or start a business. In the event an employee on leave under this Article takes a new job or starts a business, their employment with the City of Port Moody will be terminated for cause. However, an employee who has a second job, or operates their own business prior to taking the leave, and does not work additional hours in the second job or in the business as a result of taking the leave, will not be terminated for cause for the sole reason that the employee continues to work at the other job or continues to operate their own business.

(b) Benefit Coverage

Where an employee(s) has been granted a Long Leave by the Employer and has made arrangements to pay both their share and the Employer's share of the benefit premiums (Medical Services Plan, Extended Health, Dental, Group Life Insurance, and Accidental Death and Dismemberment) and the benefit carrier agrees to continue coverage for the employee during the time the employee is on leave, the Employer shall make arrangements to continue the coverage for the period of the leave.

(c) Pension

In the event that the Rules of the Municipal Pension Plan allow an employee to purchase all or part of their Short Leave or Long Leave, the employee will be responsible for paying both the Employer and the employee portions of the buy-back of any pensionable service. The Employer shall not contribute to any purchase of service.

(d) Notice Requirements for Early Return from Leave

When obtaining authorization for a Short Leave or a Long Leave the employee is required to specify the length of the absence. If the leave is approved, and the employee subsequently decides not to take the leave, or to return to work prior to the end of the scheduled leave period, the employee must provide the Employer with at least two (2) weeks advance notice in the case of a Short Leave and four (4) weeks advance notice in the case of a Long Leave.

(e) Effect of Leave of Absence on Increment Dates

An employee who takes a Short Leave or a Long Leave shall have their increment postponed for a period equal to the period of the leave.

ARTICLE 19 - SENIORITYSection 1: Regular Seniority Pool

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

- (a) all Regular Full-Time Employees upon completion of the probationary period;
- (b) all Temporary Full-Time Employees upon completion of twelve months of continuous service;
- (c) all Regular Part-Time Employees upon completion of the probationary period.

Upon qualifying for the Regular Seniority Pool, an employee shall be credited with the full period of service or all hours worked since the employee's date of hire.

Section 2: Application in Promotions, Transfers, etc.

In making promotions, transfers, demotions and in effecting layoffs and rehiring, the skill, knowledge and ability of the employee concerned shall be the primary consideration, and where such qualifications are equal, the length of service shall be the determining factor. The Employer agrees that the decisions of the Departmental Heads in regard to such matters shall be subject to regular grievance procedure.

Section 3: Trial Period Upon Promotion or Transfer

In the event an employee is promoted or transferred to a higher-rated position, the employee shall be considered to be on probation for a period of not more than ninety (90) working days. If, at the end of the probationary period, the employee is not considered satisfactory in the higher-rated position, the employee shall be returned to their previous position without loss of seniority. It is agreed that the time mentioned herein may be extended by mutual agreement.

Section 4: Posting Vacancies

It is agreed that before filling any position within the scope of this Agreement which may have a duration of thirty (30) (effective 2013 January 09, sixty (60)) days or more, notice thereof shall be posted in the City Hall and in such other places that will be accessible to all employees who may be affected or interested therein, for a period of seven (7) days before such a position is filled. Such posting to contain the following information: nature of position, required ability and wage rate. The Employer agrees to forward a copy of such posting to the Union and to advise the Union of the name or names of the successful applicant(s).

Section 5: Notice of Lay-Off

Five (5) days' notice of layoff or pay in lieu thereof will be given employees with six (6) months or more of recorded seniority with the Employer.

Section 6: Employees Laid Off

It shall be the duty of each employee laid off to supply the Employer with a correct mailing address and telephone number, and the Employer on rehiring shall advise the employee by letter or telephone of the date on which the employee is required to report for duty. Such notice shall be given to be received at least twenty-four (24) hours prior to the required reporting time.

Section 7: Seniority Accumulation

- (a) 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 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, provided such sickness is attested to by a qualified medical practitioner.
 - (4) Authorized leave of absence.
 - (5) Absence while serving in the Armed Forces, during a national emergency for a period of ninety (90) days after honourable discharge.
- (b) An employee shall lose seniority for any of the following reasons:
- (1) The employee is discharged for proper cause and is not reinstated.
 - (2) The employee resigns.

- (3) The employee is continuously laid off for a period exceeding the qualifications under Section 7(a) and (b).

Section 8: Auxiliary Seniority

- (a) Auxiliary Employees shall accumulate credit towards Auxiliary Seniority in accordance with the hours they actually work. Upon the completion of 1200 hours of work an Auxiliary Employee shall be placed on the Auxiliary Seniority List and shall be credited with Auxiliary Seniority for all hours worked since their date of hire. Thereafter an Auxiliary Employee shall accumulate seniority in accordance with the hours actually worked. The Auxiliary Seniority List shall be separate from the Regular Seniority List and Auxiliary Seniority shall be exercised bargaining unit wide.
- (b) Section 7 of Article 19 shall not apply to Auxiliary Employees.
- An Auxiliary Employee's seniority will be lost as the result of a break in service with the Employer which exceeds one year.
- (c) Where pay ranges exist, eligibility for advancement for Auxiliary employees from one increment step to the next increment step shall be based on the number of hours served by a Regular Full-Time Employee for such eligibility.
- (d) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond control of the Employer, the Employer shall notify Auxiliary Employees who are to be laid off at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, the employee shall be paid for those days for which work was not made available.
- (e) No Auxiliary Employee shall have the right to bump another employee after having been laid off.
- (f) An Auxiliary Employee having been laid off, must, if the employee wishes to be considered for future Auxiliary employment, elect to register with the Employer for future Auxiliary employment.
- (g) Registration for future Auxiliary employment will be made upon a standard form which will be signed and dated by the applicant and which will state the classes within which the applicant would be willing to accept the position. The completed form will be signed and dated by an authorized representative of the Employer and both the applicant and the Union will be provided with a copy by way of receipt.
- (h) Where an Auxiliary Employee applies for a regular position, for purposes of comparison, seniority shall be reduced to days of employment by dividing the employee's total accumulated hours by eight (8).

Section 9: Seniority Lists

Upon request, the Employer shall provide the Union with a seniority list for employees in the Regular Seniority Pool and a seniority list for employees in the Auxiliary Seniority Pool at least once in each calendar year.

Section 10: Temporary Full-Time Recall

A Temporary Full-Time Employee who has accumulated the equivalent of twelve (12) months in two (2) consecutive calendar years, will have recall rights to the position within the Division they were originally hired. These employees will be required to serve the normal probationary period upon acquiring a regular full-time position.

ARTICLE 20 - GRIEVANCE PROCEDURE AND ARBITRATION

Effective 2013 January 09:

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation or alleged violation thereof, there shall be no stoppage of work on account of such difference and an earnest effort shall be made to settle the matter promptly in the following manner:

(a) Grievance Procedure

Step 1 - The grievance shall be submitted in writing stating which provisions of this Agreement have allegedly been violated and the remedy being sought and shall be submitted, within seven (7) calendar days of the date of the incident being grieved about, to the Department Head.

Step 2 - Should the Department Head be unable to effect a settlement within fourteen (14) calendar days of receipt of such grievance, the Union may refer the matter to the Chief Administrative Officer or designate within a further fourteen (14) calendar days.

The Chief Administrative Officer or designate shall meet with the Union's representative and the grievor(s) within fourteen (14) calendar days of such referral. Should the parties be unable to effect a settlement within fourteen (14) calendar days of such meeting, either party may refer the matter to Arbitration, in writing within a further fourteen (14) calendar days.

(b) Arbitration

The parties shall use a single Arbitrator unless both parties agree to use a three (3) member Arbitration Board.

Where the parties use a single Arbitrator, the Arbitrator shall be mutually agreed to and appointed within fourteen (14) calendar days of the date the matter was referred to Arbitration. If the parties fail to mutually agree to the single Arbitrator within the fourteen (14) calendar day period, the appointment shall be made by the Director, Collective Agreement Arbitration Bureau upon the written request of either party.

Where the matter is to be referred to a three member Board of Arbitration, the Board of Arbitration shall consist of one (1) nominee appointed by each party and a Chairperson mutually selected by the two nominees. The party referring the matter to a three person Arbitration Board shall advise the other party in writing of the name and address of its nominee to the Arbitration Board within fourteen (14) calendar days of the date the matter was referred to Arbitration. Within fourteen (14) calendar days thereafter, the other party shall respond in writing indicating the name and address of its appointee to the Arbitration Board. The two nominees shall select a third person who shall be the Chairperson.

(c) Grievance Investigation

Shop Stewards of Local Union Offices, not more than one (1) at a time, shall be permitted to leave their jobs up to fifteen (15) minutes approximately, to discuss a specific grievance with an employee or to investigate a specific circumstance giving rise to a grievance during working hours, provided they notify their Foreman or Supervisor of where they are going, and provided they give reasonable time for a substitute to be put on their job if necessary. The Employer shall grant permission for such absence from the job and shall not unnecessarily delay substitution when required.

It is agreed that it is not the purpose of this provision to give Stewards and Officers of the Union the right to leave their jobs for purposes other than the investigation of specific grievances.

ARTICLE 21 - JOB EVALUATION

Section 1: Job Evaluation - Wage Protection

The parties agree that no employee will have their wages reduced. Employees who are red-circled will continue to receive negotiated wage increases.

Section 2: Standing Job Evaluation Committee

The Standing Joint Job Evaluation Committee shall have equal representation and participation from the parties, consisting of two representatives from the Employer and two representatives from CUPE Local 825. Each party may appoint alternate representatives to serve as replacements for absent representatives. All decisions and job evaluations made by the Committee shall be made with a minimum quorum of one employer and one CUPE Local 825 representative.

Committee members and alternates appointed by CUPE shall be granted a paid leave for periods of time spent working on the committee.

Routine business decision of the committee shall be made by simple majority. Job rating decisions shall require unanimous decision of the full committee and shall be final and binding on the parties, subject only to the appeal procedure contained in Article 5 of this maintenance plan.

The mandate of the Standing Job Evaluation Committee includes:

- (a) Maintain the integrity of the job evaluation program

- (b) Recommend changes to pay grades, the job evaluation plan, its procedures and/or methods as may be deemed necessary from time to time. However, any change must be negotiated by the parties.
- (c) The committee shall evaluate jobs as outlined in Job Evaluation Plan.

Section 3: Job Evaluation Procedure for New Jobs

Where the Employer establishes a new job, the following procedure shall apply:

- (a) The Employer shall draft a description for the job.
- (b) The Standing Committee shall meet and establish a temporary pay grade for the job from the draft job description.
- (c) The Union and the Employer each have opportunity to appeal the rating of a new job based on the agreed upon appeal criteria.
- (d) Six months after appointment to the job, the incumbent and the supervisor shall complete a Job Analysis Questionnaire. The questionnaire shall be submitted along with the draft job description to the Standing Committee. The Standing Committee shall finalize the job description and rate the job according to the JE plan.
- (e) If the pay grade increases as a result of the 6 month review, such increase shall be retroactive to 3 months from the date of hire of the incumbent; if the pay grade decreases a result of the 6 month review, the incumbent shall receive full red-circling protection for the duration of his or her tenure in the job.

Section 4: Job Evaluation for Changed Jobs

Whenever the Employer changes the job or the employee, or the Union feel the duties of the job have been changed, or the job description does not reflect the duties and responsibilities of the job the following steps shall take place:

- (a) The incumbent/union or supervisor may request a job evaluation review by completing and submitting a Job Evaluation Request form to the Standing Committee.
- (b) The Standing Committee shall gather accurate, up to date information on the job. The incumbent and supervisor shall complete an up-to-date Job Analysis Questionnaire. Where further information is required, interviews may be held with the incumbent and supervisor and a visit to the workplace. Based on this information, the Committee shall update the job description as necessary.
- (c) The Committee shall rate each factor of the job to establish a new rating for the job and advise the incumbent and the supervisor of its decision. The rating of the job shall determine the pay level for the job.

Section 5: Appeal Procedure

If either the employee/Union or supervisor do not agree with the decision of the JJEC the following procedure shall apply:

- (a) within 60 days of the committee decision, the incumbent/Union or supervisor may request reconsideration of the job description and or the job rating by completing and submitting an appeal form stating reason for disagreeing with the job description and or rating;
- (b) the incumbent(s) and the supervisor may make a presentation to the committee;
- (c) the JJEC shall consider the reconsideration request and make a decision which shall be final and binding upon the parties and all employees affected;
- (d) The JJEC shall inform both the incumbent and the supervisor of its decision in writing.
- (e) If the appeal committee cannot reach agreement, the matter can be referred to the Union President and the Director of Human Resources. Matters that cannot be resolved between the Union President and the Director of Human Resources shall be referred to the City Manager for review.

Section 6: Settlement of Disagreements within the JJEC

- (a) In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Program, the Co-chairperson of the Committee shall request with ten (10) working days, that each party designate an advisor to meet with the Committee and attempt to assist reaching a decision.
- (b) If after meeting with the two advisors the Committee remains unable to agree upon the matter in dispute, the co-chair person shall advise in writing the Union and the Employer of this fact within fifteen working days.
- (c) Either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the BC Labour Board to appoint an arbitrator.
- (d) The arbitrator shall then decide the matter upon which the JJEC has been unable to agree and their decision shall be final and binding on the JJEC, the Employer, the Union and all affected employees. The arbitrator shall be bound by these terms of Reference and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- (e) The Employer and the Union shall be the parties to the arbitration hearing and shall have the right to present evidence and arguments concerning the matter in dispute. The arbitrator shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.

- (f) The arbitrator's fees and expenses shall be divided equally between the parties.
- (g) The time lines contained in this article may be extended by mutual agreement of the parties.

Section 7: Market Adjustment

From time to time, the Employer may require the flexibility to adjust the rate for specific positions in accordance with market pressures. The Employer must meet the following criteria:

- (a) the Employer must demonstrate that at least two attempts have been made to recruit for a vacancy using the plan's rate of pay;
- (b) turnover in the specific job classification must be demonstrably high;
- (c) the adjustment in the rate of pay will be temporary and will be reviewed annually;
- (d) if the position is found to be above market as a result of the annual review, the rate of pay will return to the original JE amount;
- (e) the adjustment is for the position rather than a specific incumbent and will apply to existing incumbents, not just the new hires recruited under the temporary rate of pay;
- (f) all other conditions, such as negotiated increases, will continue to apply.

ARTICLE 22 - TECHNOLOGICAL CHANGE

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Collective Agreement.

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

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 20 of this Collective Agreement, by-passing all other steps in the grievance procedure.

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

- (a) shall inform the Minister of Labour of its finding; and
- (b) may then or later make any one or more of the following orders:

- (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
- (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
- (iii) that the Employer reinstate any employee displaced by reason of the technological change;
- (iv) that the Employer pay to that employee such compensation in respect of the displacement as the Arbitration Board considers reasonable;
- (v) that the matter be referred to the Labour Relations Board (under Section 77 of the Labour Code).

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

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

ARTICLE 23 - JOB SECURITY

The Employer has the right to contract out construction work provided such contracting out shall not affect the continued employment of those persons covered in Schedule "A" of this Agreement.

ARTICLE 24 - SERVICE SEVERANCE PAY

It is agreed and understood that "Service Severance Pay" shall be paid employees of the Employer on the following basis:

- (i) Employees leaving the service of the Employer, other than on retirement, and who have completed ten (10) years of service or more; shall be paid two (2) days' pay for each year of service.
- (ii) Employees retiring from the service of the Employer shall be paid at the rate of five (5) days' pay for each year of service with the Employer.
- (iii) In the event of death of an employee who has established a service severance credit after ten (10) years of service as provided for herein any such credit monies due will be paid to the employee's estate.

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 made under the authority of the Public Sector Pension Plans Act, and shall apply to all employees as though contributing under the said Rules, provided they retire at the retirement ages permitted in the Rules.

"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.

ARTICLE 25 - GENERAL CONDITIONS

Section 1

It shall be the responsibility of every employee to take all reasonable precautions to preserve all records, machines and equipment under the employee's care.

Section 2: Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be established consisting of four (4) representatives of the Employer and four (4) Union appointed representatives. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Administrator.

Section 3: Vehicle Mileage Rate

Employees who are required to use their own vehicle to conduct business on behalf of the Employer shall be paid mileage in accordance with the current Canada Revenue Agency rate.

Section 4: Sexual Harassment

The Employer and the Union agree that Sexual Harassment shall not be tolerated in the workplace.

Section 5: Labour/Management Committee

A Labour/Management Committee shall be established consisting of three (3) representatives of the Employer and three (3) Union appointed representatives. The Committee shall determine its own terms of reference.

Section 6: Training Program

It is agreed that the Union may, from time to time, request and have a meeting with the Administrator, the Director of Engineering Services and City Foreman for the purpose of presenting and exploring ideas pertaining to a Training Program for employees covered by this Agreement.

SCHEDULE "A"RATES OF PAYEffective 2012 January 01 – 2015 December 31

Key: A = 2012 January 01 – December 31
 B = 2013 January 01 – December 31
 C = 2014 January 01 – December 31
 D = 2015 January 01 – December 31

<u>Pay Band</u>	<u>Classification</u>	<u>Effec. Date</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
1		A	22.65	23.49	24.38
		B	22.93	23.78	24.68
		C	23.33	24.20	25.11
		D	23.80	24.68	25.61
2	Building Service Worker I	A	23.49	24.38	25.30
		B	23.78	24.68	25.62
		C	24.20	25.11	26.07
		D	24.68	25.61	26.59
3	Building Service Worker II Facilities Maintenance Worker Labourer Parks Caretaker	A	24.38	25.30	26.23
		B	24.68	25.62	26.56
		C	25.11	26.07	27.02
		D	25.61	26.59	27.56
4	Equipment Operator I	A	25.30	26.23	27.22
		B	25.62	26.56	27.56
		C	26.07	27.02	28.04
		D	26.59	27.56	28.60
5	Operations Maintenance Worker Operations Maintenance Worker Relief Senior Facilities Maintenance Worker	A	26.23	27.22	28.24
		B	26.56	27.56	28.59
		C	27.02	28.04	29.09
		D	27.56	28.60	29.67

SCHEDULE "A" (cont'd)

Key: A = 2012 January 01 – December 31
 B = 2013 January 01 – December 31
 C = 2014 January 01 – December 31
 D = 2015 January 01 – December 31

Pay Band	Classification	Effec.	Level 1	Level 2	Level 3
		Date			
6	Facilities Lead Hand	A	27.22	28.24	29.29
		B	27.56	28.59	29.66
		C	28.04	29.09	30.18
		D	28.60	29.67	30.78
7	Equipment Operator IV*	A	28.24	29.29	30.39
	Horticultural Assistant	B	28.59	29.66	30.77
	Parks Maintenance Assistant	C	29.09	30.18	31.31
	Solid Waste Collection Operator	D	29.67	30.78	31.94
	Utility Maintenance Worker I				
8	Building Services Worker Supervisor	A	29.29	30.39	31.53
		B	29.66	30.77	31.92
		C	30.18	31.31	32.48
		D	30.78	31.94	33.13
9	Journeyman Carpenter Utility Maintenance Worker II	A	30.39	31.53	32.71
		B	30.77	31.92	33.12
		C	31.31	32.48	33.70
		D	31.94	33.13	34.37
10	Lead Carpenter Parks Supervisor Roads & Drainage Supervisor Solid Waste & Recycling Supervisor	A	31.53	32.71	33.93
		B	31.92	33.12	34.35
		C	32.48	33.70	34.95
		D	33.13	34.37	35.65
11	Horticulture Supervisor Mechanic Urban Forestry Technician	A	32.71	33.93	35.22
		B	33.12	34.35	35.66
		C	33.70	34.95	36.28
		D	34.37	35.65	37.01
12	Facilities Maintenance Supervisor Lead Mechanic Utility Maintenance Supervisor	A	33.93	35.22	36.53
		B	34.35	35.66	36.99
		C	34.95	36.28	37.64
		D	35.65	37.01	38.39

SCHEDULE "A" (cont'd)

Key: A = 2012 January 01 – December 31
 B = 2013 January 01 – December 31
 C = 2014 January 01 – December 31
 D = 2015 January 01 – December 31

<u>Pay Band</u>	<u>Classification</u>	<u>Effec. Date</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
13	Construction Supervisor Electrician	A	35.22	36.53	37.89
		B	35.66	36.99	38.36
		C	36.28	37.64	39.03
		D	37.01	38.39	39.81
14		A	36.53	37.89	39.33
		B	36.99	38.36	39.82
		C	37.64	39.03	40.52
		D	38.39	39.81	41.33
15		A	37.89	39.33	40.79
		B	38.36	39.82	41.30
		C	39.03	40.52	42.02
		D	39.81	41.33	42.86
16		A	39.33	40.79	42.33
		B	39.82	41.30	42.86
		C	40.52	42.02	43.61
		D	41.33	42.86	44.48
17		A	40.79	42.33	43.92
		B	41.30	42.86	44.47
		C	42.02	43.61	45.25
		D	42.86	44.48	46.16
18		A	42.33	43.92	45.56
		B	42.86	44.47	46.13
		C	43.61	45.25	46.94
		D	44.48	46.16	47.88

SCHEDULE "A" (cont'd)

Page 4

Four Year Term Apprenticeship - (referred to in Article 6--Section 1)

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

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

Notes:

- * Plus ten cents (10¢) per hour while plowing snow or sanding.

Increments:

Eligibility for advancement from one step (increment) to the next is as outlined in Article 6, Section 1.

SCHEDULE "A-1"HOURLY RATES

Effective 2012 January 01 – 2015 December 31

Key: A = 2012 January 01 – December 31
 B = 2013 January 01 – December 31
 C = 2014 January 01 – December 31
 D = 2015 January 01 – December 31

<u>Hourly Band</u>	<u>Classification</u>	<u>Effec. Date</u>	<u>Level 1</u>
H1		A	18.18
		B	18.41
		C	18.73
		D	19.10
H2	Convenor Front of House Assistant	A	18.86
		B	19.10
		C	19.43
		D	19.82
H3	Lounge Attendant	A	19.57
		B	19.81
		C	20.16
		D	20.56
H4		A	20.31
		B	20.56
		C	20.92
		D	21.34
H5	Aquatic Leader I	A	21.08
		B	21.34
		C	21.71
		D	22.14
H6	Aquatic Leader II	A	21.86
		B	22.13
		C	22.52
		D	22.97

SCHEDULE "A-1" (cont'd)

Key: A = 2012 January 01 – December 31
 B = 2013 January 01 – December 31
 C = 2014 January 01 – December 31
 D = 2015 January 01 – December 31

<u>Hourly Band</u>	<u>Classification</u>	<u>Effec. Date</u>	<u>Level 1</u>
H7		A	22.68
		B	22.96
		C	23.36
		D	23.83
H8		A	23.51
		B	23.80
		C	24.22
		D	24.70
H9		A	24.40
		B	24.71
		C	25.14
		D	25.64
H10	Aquatic Leader III	A	25.33
		B	25.65
		C	26.10
		D	26.62
H11		A	26.26
		B	26.59
		C	27.06
		D	27.60
H12		A	27.25
		B	27.59
		C	28.07
		D	28.63

SCHEDULE "B"SUPPLEMENTARY VACATION TABLE
(referred to in Article 11--Section 2)Explanation of the Table

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

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

Example: An employee hired in 1997 is in the eleventh (11th) calendar year during 2007. The employee in 2007 will be credited with five (5) supplementary working days which may be taken at any time between 2007 and 2011. In 2012 the employee will be credited with a further five (5) supplementary working days, etc.

*Entitlement in working days is based upon a five-day work week.

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2007 TO 2016 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
2015	--	--	--	--	--	--	--	--	--	15/-
2014	--	--	--	--	--	--	--	--	15/-	15/-
2013	--	--	--	--	--	--	--	15/-	15/-	15/-
2012	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2011	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
2010	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
2009	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2008	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2007	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2006	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
2005	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
2004	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
2003	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
2002	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
2001	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
2000	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
1999	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
1998	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
1997	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
1996	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
1995	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
1994	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
1993	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
1992	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
1991	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
1990	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
1989	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
1988	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
1987	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1986	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1985	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1984	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1983	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1982	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1981	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1980	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1979	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1978	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1977	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-

SCHEDULE "C"

1981-1982 MISCELLANEOUS ITEMS FROM THE
JOINT MEMORANDUM OF AGREEMENT DATED 1981 APRIL 30

Disabled Workers

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

1997-1999 MISCELLANEOUS ITEMS FROM THE
MEMORANDUM OF AGREEMENT DATED 1997 SEPTEMBER 16

Benefits Discussions/Committee

Within four (4) months following 1997 September 22, establish a Joint Benefits Committee consisting of not more than four (4) representatives of the Union (including a CUPE National Representative) and four (4) representatives of the Employer (including a representative of the GVRD Labour Relations Department).

The Committee shall meet as often as necessary to study, review and discuss potential changes to Health and Welfare Benefit and Sick Leave Plans, WCB net pay, and Long Term Disability.

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.

2007-2011 MISCELLANEOUS ITEMS FROM THE
MEMORANDUM OF AGREEMENT DATED 2006 OCTOBER 13

1. Joint Committee – Telecommuting

The Employer and the Union agree to establish a joint committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer to discuss the issue of telecommuting.

2. Joint Committee – Retiree Benefits

The Employer and the Union agree to establish a joint committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer to develop

recommendations to be forwarded to appropriate outside parties and to investigate the feasibility of special agreements.

2012-2015 MISCELLANEOUS ITEMS FROM THE
MEMORANDUM OF AGREEMENT DATED 2012 DECEMBER 06

Housekeeping Item #16(j)

The Employer and the Union agree to have a committee of one (1) Employer representative and one (1) Union representative review Letters of Understanding to determine whether the LOUs are still operative and to ensure job titles in the LOUs are correct.

SCHEDULE "D"EMPLOYMENT STANDARDS ACT PRINCIPLES

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

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

SCHEDULE "E"MEMORANDUM OF AGREEMENTRE: REFINEMENTS IN THE OPERATION OF REFUSE COLLECTION SERVICES

THIS AGREEMENT made and entered into 1982, amended in 1988 and amended in 1990

BETWEEN: THE CITY OF PORT MOODY
(hereinafter called the "City")

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825
(hereinafter called the "Union")

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

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

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

AND WHEREAS the Collective Agreements between the parties do not provide for this system;

THEREFORE, the undersigned bargaining representatives acting on behalf of the City and the undersigned bargaining representatives acting on behalf of the Union agree to recommend to the City Council and to the Union membership respectively that the 1981-1982 Collective Agreement shall be amended effective the date of ratification by the parties, by the addition of this Memorandum of Agreement as a Schedule appended to and forming a part of the said Collective Agreement in the following terms:

1. The term of this Agreement shall run with that of the Collective Agreement.
2. All of the provisions of the Collective Agreement shall apply except as specifically varied by the terms of this Memorandum.
3. Notwithstanding paragraph 1, where the City determines that the recycling aspect of refuse collection services is not working up to its expectations under this Memorandum, that portion of the refuse collection may with 30 days' notice by the City be exempted from the provisions of this Memorandum.
4. A Task System shall be instituted in the Refuse Collection Service. An employee engaged in this service will be a member of a group of employees which is assigned a daily work schedule and will work each day until the group task is completed.

Otherwise stated, the group shall work a flexible work day from Monday to Friday inclusive, the length of the work day being determined by the time required to complete pick-up, sorting, and disposal required on the particular route assigned.

5. The zones, routes and work schedules referred to in Paragraph 4 shall be determined by the City from time to time, and shall be communicated by the City to the Union.
6. Subject to the exceptions listed in Paragraph 7 and 8 herein, the employees engaged in driving and swamping tasks covered by the Task System referred to in Paragraph 4 shall be classified as Truck Driver/Swamper.
7. The City and Union realize the possibility that at various times, e.g. prime vacation time or abnormal sick leave incidence, there may result a shortage of qualified replacements for the employees normally engaged as Truck Driver/Swamper. In this case, the City will assign work and man the vehicles in accordance with the existing class specifications for Sanitation Truck Driver and Swamper.
8. All employees engaged in Task System operations shall be paid for forty (40) hours each week at their respective classified rates without any payment for hours worked in excess of eight (8) in a day or forty (40) in a week, and without penalty for hours worked less than eight (8) in a day or forty (40) in a week. However, if any employee works in excess of one hundred and sixty (160) hours during the course of two successive bi-weekly pay periods, overtime shall be paid at time and one-half for the first sixteen (16) hours in excess of 160 hours and double time thereafter, but neither of such bi-weekly pay periods may be taken into account subsequently for the purposes of computing overtime.
9. Shift differential shall only be paid when the majority of the time worked falls between the hours of 16:30h and 8:00h, and then the shift differential shall apply to the entire shift.
10. Notwithstanding the provisions for payment of overtime contained in Paragraph 8, overtime payments will be made pursuant to the provisions of the Collective Agreement in specific cases for exceptional reasons not related to the operation of the Task System.
11. Annual vacations, statutory holidays, authorized leaves of absence and sick leave transactions for employees engaged in the Task System operation shall assume an eight (8) hour work day and forty (40) hour work week and shall utilize each employee's classified rate of pay, subject to Article 11 of the Collective Agreement.
12. Overtime payments made pursuant to Paragraph 8 and shift differential payments made pursuant to Paragraph 9 shall be based upon an employee's classified rate of pay.
13. In the event that a problem occurs that is not provided for by this Agreement, it shall be resolved by the parties hereto and the Agreement shall be amended to the extent necessary to resolve the problem. Changes to this Agreement may be required as a result of changes in the

hours of work and overtime provisions contained in the Collective Agreement and therefore, amendments to this Agreement may be made by mutual consent.

- 14. Item 8 (Productivity Premium) contained in Addendum II of the 1988-1990 Collective Agreement shall continue to apply to

Trevor Gregory
 Robert Davino
 Douglas Neis
 Warren Procknow

when working as a Truck Driver Swamper in Refuse Collection Services.

Dated 1982.05.07 at the City of Port Moody in the Province of British Columbia.

SIGNED ON BEHALF OF THE CITY OF PORT MOODY:

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 825:

"L. T. Harrington"

"K. Parkinson"

PRESIDENT

"P.E. Allen"

"Duncan Haslam"

REPRESENTATIVE

"Kevin Mercer"

"Tom Hunt"

Amended 1988 January 01 and 1990 April 01.

SIGNED ON BEHALF OF THE CITY OF PORT
MOODY:

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL NO. 825:

"D.T. Driscoll"

MAYOR

"M. Wahl"

PRESIDENT

"P. Goodwin"

CITY CLERK

"Bill Blackwood"

REPRESENTATIVE

SCHEDULE "F"

LETTER OF UNDERSTANDING

between

THE CITY OF PORT MOODY
(hereinafter the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Outside)
(hereinafter the "Union")

10 HOUR SHIFT - PARKS AND RECREATION

The Employer and the Union agree to implement a 10-hour day, 4-day work week for the classes of "Lead Hand Maintenance, Maintenance Worker I, II, III and Physical Plant & Building Operator" in accordance with the following provisions:

1. Hours of Work

- (a) The employees shall work a 10-hour day, 4-day work week, exclusive of an unpaid meal period. Employees shall have a minimum of 12 hours between shifts.
- (b) Shift schedules will be determined by operational experience and requirements necessary to operate on a 24-hour, 7-day a week basis. Shift differential shall be paid as per the Collective Agreement.

2. Seasonal Shift Change

During the "summer period" (generally the period when the ice is removed from the Arena) the Employer may:

- (a) temporarily transfer some or all of the employees to Parks maintenance duties, with the employees reverting back to the regular 8-hour day, 5-day work week;
- (b) retain some employees in the Arena working on either the 10-hour day, 4-day work week or an 8-hour day, 5-day work week.

3. Conversion from the 8-Hour, 5-day Work Week

- (a) It is expressly agreed that the adjustment from the 8-hour day, 5-day work week to the 10-hour day, 4-day work week shall be made in accordance with the principle that there shall be no additional salary or benefit cost to the Employer and no reduction in the salaries or benefits received by the employees.

- (b) Where the Collective Agreement refers to an 8-hour shift or 5-day week, it is agreed that a 10-hour shift or 4-day week will be substituted. For example, the overtime provision would apply after 10 hours rather than 8 hours.
- (c) The various leave provisions of the Collective Agreement, such as vacations, general holidays, and sick leave, will be based on the annual hourly equivalents (e.g., 88 hours or 11 x 8 hours' general holidays, 18 x 8 hours' sick leave).
- (d) In order to maintain the principle of no loss or no gain for either party, each employee will be required to supply 2 hours of accumulated overtime to supplement the 8 hours paid for each general holiday that occurs while the employee is on the 10-hour, 4-day work week. Should the employee not have the necessary accumulated overtime then the pay for that day will be 8 hours plus whatever amount of accumulated overtime the employee may have.
- (e) Where a matter arises that is not covered by section 3 of this Letter of Understanding it shall be resolved by reference to the principle set out in paragraph (a) above.

4. Cancellation

The Employer may cancel this Letter of Understanding at any time upon thirty days' written notice to the Union.

SIGNED ON BEHALF OF THE CITY OF PORT
MOODY:

"R.W. Campbell"

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 825:

"M. Wahl"

Dated: 1996 August 26

SCHEDULE "G"

LETTER OF UNDERSTANDING

between the

CITY OF PORT MOODY
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 Outside
(hereinafter called "the Union")

HOURS OF WORK

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

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

6. Decisions of the Umpire shall not be precedent setting and shall be made within fourteen (14) calendar days of the matter being heard.
7. The Hours of Work Umpire shall be selected from the following list on a rotating basis. Should an Umpire not be available or indicate they will not be able to meet the time limit, the next name on the list shall be selected.
- | | |
|------------------|--------------|
| Rod Germaine | Colin Taylor |
| David McPhillips | John Thorne |
8. Employees who are affected by an hours of work change under this Letter of Understanding shall be offered the amended work shifts on the basis of seniority (high to low) provided they are qualified to perform the work. In the event there are insufficient employees who agree to accept the work shifts, the Employer shall assign the work in reverse order of seniority (low to high) to employees qualified to perform the work.
9. The parties agree that the Shift Premium provision applies seven (7) days a week.
10. The Employer and the Union agree that procedures under this Letter of Understanding do not relate to a "difference" within the meaning of Section 104(1) of the Labour Relations Code.

SIGNED this 31st day of March, 1995.

ON BEHALF OF THE EMPLOYER:

"L.T. Harrington"

"Malcolm Graham"

ON BEHALF OF THE UNION:

"M. Wahl"

"Neil M. Bradbury"

SCHEDULE "H"LETTER OF UNDERSTANDING

between

THE CITY OF PORT MOODY
(hereinafter the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 825 (Outside)
(hereinafter the "Union")10 HOUR SHIFT - UTILITY WORKER AND MECHANIC POSITIONS

Effective 1997 September 22:

The Employer and the Union agree to implement a 10-hour day, 4-day work week for employees working in the new vacant Utility Worker positions as of 1997 September 22 or any additional Utility Worker positions created after 1997 September 22, as well as the vacant Mechanic position as of 1997 September 22 or any additional Mechanic positions created after 1997 September 22 in accordance with the following provisions:

Note: As of 1997 September 22, there are six Utility Worker positions, four of which work a schedule as outlined in Article 7, Section 1, and two Mechanic positions, one of which works a schedule as outlined in Article 7, Section 1.

1. Hours of Work

The employees shall work a 10-hour day, 4-day work week, (exclusive of an unpaid meal period) between 7:00 a.m. and 7:00 p.m., Monday to Sunday. Shift schedules will be determined by operational requirements. Shift differential shall be paid for all regular hours worked between 6:00 p.m. and 6:00 a.m.

2. Conversion from the 8-Hour, 5-day Work Week

- (a) It is expressly agreed that the adjustment from the 8-hour day, 5-day work week to the 10-hour day, 4-day work week shall be made in accordance with the principle that there shall be no additional salary or benefit cost to the Employer and no reduction in the salaries or benefits received by the employees.
- (b) Where the Collective Agreement refers to an 8-hour shift or 5-day week, it is agreed that a 10-hour shift or 4-day week will be substituted. For example, the overtime provision would apply after 10 hours rather than 8 hours.

- (c) The various leave provisions of the Collective Agreement, such as vacations, general holidays, and sick leave, will be based on the annual hourly equivalents (e.g., 88 hours or 11 x 8 hours' general holidays, 18 x 8 hours' sick leave).
- (d) In order to maintain the principle of no loss or no gain for either party, each employee will be required to supply 2 hours of accumulated overtime to supplement the 8 hours paid for each general holiday that occurs while the employee is on the 10-hour, 4-day work week. Should the employee not have the necessary accumulated overtime then the pay for that day will be 8 hours plus whatever amount of accumulated overtime the employee may have.
- (e) Where a matter arises that is not covered by section 2 of this Letter of Understanding it shall be resolved by reference to the principle set out in paragraph (a) above:

3. Cancellation

The Employer may cancel this Letter of Understanding at any time upon thirty days' written notice to the Union.

SIGNED ON BEHALF OF THE CITY OF PORT
MOODY:

"R. Marusyk"

"C. Rohde"

SIGNED ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 825:

"M. Wahl"

"S. Birchfield"

Dated: _____ Nov. 17/98

Note: This is not part of the Collective Agreement and is attached hereto for reference only.

City of Port Moody
P.O. Box 36
Port Moody, BC
V3H 3E1

August 14, 1997

Dear Ms. Wahl:

Re: Health and Welfare Benefit Coverage

This is to confirm that the health and welfare benefit coverage will not be reduced without prior agreement between the Employer and the Union.

Yours truly,

"R.W. Campbell"

Ron Campbell
City Administrator