

**2020 – 2023**

COLLECTIVE AGREEMENT

between the

CITY OF RICHMOND

and the

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

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**2020–2023  
THIS AGREEMENT BETWEEN:**

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

**AND:**

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

**OF THE SECOND PART**

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

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

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

**1. TERM OF AGREEMENT**

- (a) This Agreement shall be for a term of four (4) years with effect from January 01, 2020 to December 31, 2023, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this Agreement shall continue in full force and effect, and except with respect to changes to rates of pay made pursuant to the Job Evaluation Agreement between the parties et al., neither party shall make any change or alter the terms of this Agreement until:
  - (i) The Union can lawfully strike in accordance with the provisions of Part 5 of the Labour Relations Code; or
  - (ii) The Employer can lawfully lock out in accordance with the provisions of Part 5 of the Labour Relations Code; or
  - (iii) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement whichever is earliest.
- (b) The operation of Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from, and shall not be applicable to this Agreement.

## **2. UNION SECURITY**

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

## **3. MANAGEMENT RIGHTS**

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

## **4. REMUNERATION**

### **4.1 Remuneration**

- (a) The schedules of wages and salaries marked with the letter 'A' and attached to this Agreement shall prevail and govern during the term of this Agreement.
- (b) Pay day shall be every second Friday. In the event of a holiday falling on that day, the day previous to such holiday shall be the payday. Employees shall be paid by direct deposit.
- (c) Effective 2020 March 03, if it becomes necessary to engage an employee in a class not provided for in Schedule 'A', the salary to be paid shall be determined in accordance with Clause 20.
- (d) Acting in Senior Capacity:

When an employee is temporarily assigned by the manager or appointed delegate to perform the duties of a higher rated class, the employee shall be

paid the rate of pay for the higher rated class for the time spent performing such duties. An employee who acts in a higher-rated class for four (4) or more regular hours in a day shall be paid the higher rate for the entire regular day.

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

#### **4.2 Daily Guarantee**

- (a) Subject to the provisions of paragraph (c), an employee reporting for a scheduled shift on the call of the Employer, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours' pay at the employee's regular hourly rate.
- (b) Subject to the provisions of paragraph (c), an employee other than a school student on a school day who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four (4) hours' pay at the employee's regular hourly rate.
- (c) In any case where an employee
  - (i) reports for a regular shift but refuses to commence work; or
  - (ii) commences work but refuses to continue working;

the employee shall not be entitled to receive the minimum payments set forth in paragraphs (a) and (b).

#### **5. OVERTIME**

- (a) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid at overtime rates for all overtime worked:
  - (i) immediately following the employee's regular shift;
  - (ii) immediately preceding the employee's regular shift if an oral or written notice is given prior to the end of the employee's previous shift;
  - (iii) at any other time than at the times set forth in items (a)(i) or (a)(ii) of this Clause 5 if an oral or written notice is given prior to the end of the employee's previous shift except as otherwise provided in Clause 12.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for overtime work at the following overtime rates:

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

## **6. COMPENSATING TIME-OFF**

- (a) When employees are required to work overtime, they elect at the time of working such overtime, whether to be paid for it or to receive compensating time in lieu.
- (b) An employee who elects to receive compensating time off, shall be credited with compensating time off equivalent to the number of hours which the employee would have been paid for the overtime worked, and subject to an employee's request to be granted compensating time off being approved by the Department Head (or delegate), such employee shall be granted any portion of the credited compensating time off at the pay rate or rates in effect at the time the overtime in question was worked.
- (c) All compensating time off credited during a particular calendar year, but which has not been granted to an employee by December 31st of that year, shall be paid in cash at that time at the pay rate or rates in effect at the time the overtime in question was worked.
- (d) Emergency Management BC Exception:

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

## **7. CALLOUT**

- (a) A Regular Full-Time Employee or a Temporary Full-Time Employee who is called back to work by the Employer at any time after completion of a regular shift shall be paid at the rate of double the employee's normal rate of pay for the time actually worked. This does not apply where such employee is required to work overtime as a consequence of an oral or written notice given prior to the end of the employee's previous shift as provided in Clause 5 (Overtime).

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

- (b) If, after a callout, an additional call or calls are made upon the Regular Full-Time Employee or Temporary Full-Time Employee before the expiry of the minimum three (3) hour period or before arrival home, whichever shall last occur, the additional call or calls shall not qualify the employee for an additional minimum three (3) hour period or periods but the employee shall be paid at double the employee's normal rate of pay for the time actually worked and an additional one (1) hour at double the employee's normal rate of pay for traveling time to and from home. Where two (2) separate calls are completed by a Regular Full-Time Employee or a Temporary Full-Time Employee within a three (3) hour period the employee shall be paid at double the employee's normal rate of pay for a minimum of four (4) hours (the minimum includes two (2) hours for traveling time).
- (c) For the purposes of this Clause 7 (Callout) a callout shall commence one-half (½) hour before actual commencement of work for which the Regular Full-Time Employee or Temporary Full-Time Employee was called back and terminate one-half (½) hour after actual completion of such work. The one-half (½) hour

at the commencement and termination of the callout time is the traveling time allowed the employee hereunder.

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

## **8. STANDBY**

- (a) Employees who stand by between the end of the normal day shift on the first day of work in a week (excluding public holidays) until the beginning of normal day shift on the last day of work in a week shall be paid one (1) hour's pay for each period of eight (8) hours standing-by, in addition to callout pay as earned.

- (b) For all standby on public holidays and weekends, one (1) hour's pay for each period of six (6) hours standing-by, in addition to callout pay as earned.
- (c) Where a period of standby exceeds an exact multiple of the eight (8) hours referred to in 8(a) above, or the six (6) hours referred to in 8(b) above, the balance shall be paid as follows:
  - (i) one-half ( $\frac{1}{2}$ ) hour standby pay for periods of half or less than half of the full period;
  - (ii) one (1) hour standby pay for periods of more than half of the full period;
- (d) All standby will be paid at the employee's classified rate of pay.

## 9. MEAL BREAKS

- (a) Employees shall receive meal break provisions as follows:
  - (i) **During Overtime**

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

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

Upon the completion of each succeeding three and one-half ( $3 \frac{1}{2}$ ) continuous hours of callout work or overtime work, the employee shall be given another paid meal break of one-half ( $\frac{1}{2}$ ) hour which, except in an emergency, shall be taken at the end of each three and one-half ( $3 \frac{1}{2}$ ) hour work period.
- (b) For each meal break given to an employee under Clause 9(a)(i), (ii), or (iii) the employee shall be paid one-half ( $\frac{1}{2}$ ) hour of pay at double the employee's regular rate of pay.

- (c) Where by reason of an emergency situation as determined by the Manager (or delegate) it is not feasible to give the one-half (½) hour meal break at the designated time under Article 9(a)(i), (ii), or (iii), the meal break will be taken as soon as practicable. Where it is not feasible to reschedule this meal break, the Employer shall supply a reasonable form of nourishment (same for all) during the course of the work at such time as the employee would have otherwise been entitled to a paid meal break or may opt to provide eligible employees with a meal allowance payment of twenty dollars (\$20.00) in lieu of providing such nourishment.

**10. FIRST AID PREMIUMS**

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

	Full-Time Employees	Regular Part-Time & Auxiliary Employees
OFA Level II	\$125 per month	\$0.80 per hour

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

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

**11. VACATIONS**

**11.1 Vacations**

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

- (a) Employees leaving the service of the Employer during their first calendar year of employment shall be granted vacation pay in accordance with the Employment Standards Act.
- (b) In the first (1st) calendar year of service, vacation will be granted on the basis of one-twelfth (1/12th) of fifteen (15) working days for each month, or portion of a month greater than one-half (½) worked by December 31st.
- (c) Fifteen (15) working days during, the second (2nd) up to and including the seventh (7th) calendar year of service.
- (d) Twenty (20) working days during the eighth (8th) up to and including the fifteenth (15th) calendar year of service.

- (e) Twenty-five (25) working days of annual vacation during the sixteenth (16th) up to and including the twenty-third (23rd) calendar year of service.
- (f) Thirty (30) working days of annual vacation during the twenty-fourth (24th) and all subsequent calendar years of service.
- (g) Employees who leave the service of the Employer shall receive vacation for the calendar year in which termination occurs, on the basis of one-twelfth (1/12th) of their vacation entitlement for that year for each month greater than one-half (½) worked to the date of termination.
- (h) Employees being accorded holidays under subsections (a) and (b), shall be paid at the rate of four per centum (4%) of their gross earnings, or on the basis of the number of days for which they are eligible, whichever is greater.
- (i) Any permanent employee who has not selected a vacation period prior to March 1st will not have any seniority rights with regards to being given preferential treatment in selecting a vacation period over other employees with less seniority.
- (j) Effective 2020 March 03, subject to Section 11.4, all vacation allowance earned during a calendar year must be taken prior to December 31st of the following year.

**PROVIDED THAT:**

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

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

## **11.2 Vacation Pay**

- (a) All employees other than those entitled to an annual percentage of earnings in lieu of vacation, will be paid during their annual vacations at their respective regular or classified rates of pay.
- (b) Where an employee's annual basic earnings exceeded their regular base rate earnings during a calendar year, a vacation pay lump sum adjustment will be made as soon as possible following December 31st. This calculation does not apply to overtime and any other premium payments not normally taken into account in the computation of annual vacation pay, nor to those employees entitled to an annual percentage of earnings in lieu of vacation. This lump sum payment shall reflect the proportionate difference between the actual annual basic earnings and regular base rate earnings applied to the employees' annual vacation pay for the year in question, but shall not be paid in any case where the total amount payable is less than one dollar (\$1.00).

## **11.3 Supplementary Vacations**

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

Each employee upon commencing the eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th), forty-first (41st) or forty-sixth (46th) calendar year of service shall thereupon become entitled to five (5) working days of supplementary vacation.

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

## **11.4 Deferred Vacations**

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

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

**PROVIDED HOWEVER**, effective 2020 March 03, that the maximum deferred vacation which an employee may accumulate at any one (1) time pursuant to this Clause 11.4 shall be forty (40) working days.

### **11.5 Early Retirement**

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

## **12. PUBLIC HOLIDAYS**

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

### **PROVIDED THAT:**

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

### **SAVE AND EXCEPT THAT:**

whenever one of the aforementioned public holidays falls on a Saturday or a Sunday and neither the Government of Canada nor the Government of the Province of British Columbia proclaims that such public holiday be observed on a day other than Saturday or Sunday, or the proclamations of such Governments do not proclaim the same day for the observance of such public holiday, then not less than seven (7) calendar days prior to that public holiday the Employer shall post a notice or notices in conspicuous places so that each employee

affected thereby may have ready access to and see the same, designating the employee's holiday entitlement in accordance with one of the following methods:

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

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

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

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

Notwithstanding anything contained in Clause 12(a) and Clause 12(c) prior to the beginning of any calendar year the Employer and the Union may agree that whenever a public holiday defined in Clause 12(a) falls on a Saturday or Sunday, those employees referred to in Clause 12(c) shall be paid public holiday premium pay for working on the Saturday or Sunday but such employees shall be paid public holiday premium pay only once for the same holiday. For the purposes of this Clause 12(d) "public holiday premium pay" means the equivalent compensation paid to employees referred to in Clause 12(c) for working on a public holiday defined in Clause 12(a) which falls on or is observed on any day from Monday to Friday.

- (e) An employee (except an employee governed by Clause 12(c)) who is required to work on a public holiday defined in Clause 12(a) which falls on or is observed on any day from Monday to Friday inclusive shall be paid the employee's regular rate for the said holiday plus double the hourly rate of pay of the employee computed on the basis of the employee's normal working hours for the hours worked on the holiday.

### **13. EMPLOYEE BENEFITS**

It is agreed that the following employee benefits will be continued for the term of this Agreement. The Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans. Benefits for Temporary, Auxiliary & Part-Time Employees are set out in Schedule 'C' of this Agreement.

In the event of an employee's death during service with the Employer, all outstanding credits, gratuities and other benefits will be paid to the Estate where there is no immediate next of kin.

#### **13.1 Medical Service Plan**

M.S.P. coverage after six (6) months' continuous service, with the Employer paying eighty percent (80%) and the employees shall pay the remainder. The employees' contributions shall be made by payroll deduction.

#### **13.2 Extended Health Benefits**

Extended Health Care coverage is available for all employees who have completed six (6) months' continuous service. The EHB lifetime maximum coverage under this Plan will be one million dollars (\$1,000,000) per person. The annual deductible is seventy-five dollars (\$75)

per person or family each calendar year. In any calendar year the eligible expenses do not exceed the deductible, eligible expenses incurred during the last three (3) months of the calendar year may be applied against the deductible for the next year.

In cases where an eligible drug can be substituted with an available generic drug, the Extended Health Care Plan shall reimburse the price of the lower cost generic drug, unless the physician indicates "no substitutions" on the prescription. Prescriptions are subject to reasonable and customary dispensing fee cap of ten dollars (\$10) per prescription, and a maximum drug markup of fifteen percent (15%).

Effective 2020 March 03, the Employer shall pay ninety percent (90%) of the premium and the employees shall pay ten percent (10%). The employees' contributions shall be made by payroll deduction.

The provision of the benefits shall be subject to the requirements of the Plan. The Plan is subject to the conditions related to the preferred provider program and shall contain, among other benefits, coverage for the following to the identified maximums per person covered by the Plan and subject to Plan limitations:

- (i) Vision care (with a maximum claim of six hundred dollars (\$600) every two (2) calendar years or six hundred dollars (\$600)/continuous twelve (12) month period if there is a change in prescription of at least 0.25 diopter);
- (ii) Eye exams (maximum one hundred dollars (\$100) every two (2) years);
- (iii) Effective 2020 March 03, laser eye surgery (one thousand five hundred dollars (\$1,500) per person lifetime maximum);
- (iv) Hearing aids and repairs (seven hundred dollars (\$700) every five (5) years);
- (v) Clinical psychologist (one thousand dollars (\$1,000) per calendar year);
- (vi) Registered dietician (five hundred dollars (\$500) per calendar year maximum);
- (vii) Smoking cessation (three hundred and fifty dollars (\$350) per person lifetime maximum);
- (viii) Physiotherapist/Chiropractor/Registered Massage Therapist (one thousand five hundred dollars (\$1,500) per calendar year maximum for any one (1) or a combination of the practitioners); and
- (ix) Required medical aids and supplies such as diabetic and ostomy supplies.

### **13.3 Dental Plan**

Dental coverage is available (compulsory unless covered by another Plan) for all Regular Full-Time Employees who have completed six (6) months continuous service and all Temporary Full-Time Employees who have completed twelve (12) months' continuous service on the following basis:

- (a) Basic Dental Services (Plan A) paying for eighty percent (80%) of the approved schedule of fees.
- (b) Effective 2020 March 03, prosthetics, crowns and bridges (Plan B) paying for seventy percent (70%) of the approved schedule of fees.
- (c) Effective 2020 March 03, orthodontics (Plan C) paying for seventy percent (70%) of the approved schedule of fees to a lifetime maximum of six thousand dollars (\$6,000) for dependent children as defined by the Plan; this coverage shall be extended to adults covered under the Plan.
- (d) Effective 2020 March 03, the Employer shall pay to ninety percent (90%) of the premium and the employees shall pay ten percent (10%). The employees' contributions shall be made by payroll deduction.

### **13.4 Group Life Insurance**

All Regular Full-Time and Temporary Full-Time Employees shall, upon completion of six (6) months of continuous full-time employment, join the group life insurance plan, provisions of which are outlined hereunder:

- (a) Coverage shall be two (2) times basic annual salary, which shall be computed to the next higher one thousand dollars (\$1,000) to a maximum of five hundred thousand dollars (\$500,000).
- (b) Coverage shall be provided until age sixty-five (65) without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age sixty-five (65).
- (c) One thousand dollars (\$1,000) coverage shall be provided to employees who retire at age sixty-five (65), or who terminate their employment having qualified for full vacation pursuant to the provisions of Clause 11.1.
- (d) The cost of the one thousand dollars (\$1,000) coverage for retired employees shall be incorporated into the premiums paid by the Employer and the active employees.
- (e) Effective 2020 March 03, the Employer shall pay ninety percent (90%) of the premium and the employees shall pay ten percent (10%). The employees' contributions shall be made by payroll deduction.

### **13.5 Same Sex Benefit Coverage**

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

### **13.6 Sick Plan**

- (a) After six (6) completed calendar months' service, Regular Full-Time Employees and Temporary Full-Time Employees shall be granted sick leave with pay on the basis of one and two-thirds (1 2/3) days per month, cumulative to a maximum of two hundred and sixty-one (261) days, retroactive to the first completed calendar month of employment. NOTE: The maximum cap of two hundred sixty-one (261) days will be removed for those Regular Full-Time Employees who have reached the cap of two hundred sixty-one (261) days AND who have achieved twenty (20) calendar years of service.
- (b) In the same case of sick leave, an employee will be allowed sick leave with pay for a period of three (3) days without producing a Medical Certificate. However, in the event that the General Manager or delegate is not satisfied that such absence is caused by illness, such General Manager or delegate may, at their discretion, require a Medical Certificate.
- (c) 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.

### **13.7 Gratuity Pay**

- (a) An employee shall be credited with gratuity pay of one (1) working day per quarter of the calendar year as follows:

January 1 to March 31	July 1 to September 30
April 1 to June 30	October 1 to December 31

In addition, an employee shall be entitled to an additional gratuity credit equivalent to one (1) working day per calendar year if the employee is not absent on sick leave at all during the applicable calendar year. Therefore, an employee may earn a maximum number of gratuity day credits equivalent to five (5) working days in a calendar year.

In the event that any employee is absent on sick leave in the quarterly period as designated above, the gratuity pay for that quarterly period will be reduced accordingly for each hour of sick leave taken to the maximum of the one (1) day of gratuity pay for that quarter. In addition to this reduction, the employee will not be eligible for the additional gratuity day available to employees who use no sick leave at all during a calendar year.

Each employee may exercise their option of having all accrued gratuity pay earned in the preceding year paid out no later than the fourth (4th) pay period of the following calendar year.

The total gratuity pay to an employee's credit shall be paid to the employee on their leaving the service of the Employer. It is further provided that if an employee be discharged from the service of the Employer for any of the following causes:

- (i) Being found while employed under the influence of alcohol or a drug not prescribed by a physician and if they have refused to obtain proper medical attention for their condition;
- (ii) Being found while employed in possession of alcohol or a drug under circumstances which suggest that such alcohol or drug has been, or is about to be, consumed by such employee during the hours of their employment and if they have refused to obtain proper medical attention for their condition;
- (iii) Theft or conversion of Employer property;
- (iv) Willful damage to Employer property;

the said employee shall not necessarily receive all or any accumulated gratuities.

- (b) Employees shall not be entitled to payment as provided above if they resign or leave the service of the Employer within two (2) years of the date of the commencement of their employment.
- (c) Employees hired prior to September 12, 2017 will have their gratuity banks frozen as of that date. Gratuity credits for such employees which were earned prior to September 12, 2017 may be used as set out in (a) above. In addition, the employee may request to have accrued gratuity credits taken as paid gratuity leave. Employees making such requests for paid gratuity leave must provide a minimum of ten (10) working days' notice of the date of the requested leave and the leave request is subject to approval by the employee's supervisor.
- (d)

- (e) Effective 2020 March 03:

All employees may request to schedule gratuity credits earned pursuant to (a) above as paid gratuity leave. All such requests are subject to approval by the employee's supervisor. Any gratuity credits earned in a calendar year which are not scheduled as paid gratuity leave prior to October 31st of the year following the year in which they are earned will be paid out during the first pay period following October 31st in the year following the year in which the gratuity credit was earned.

- (f) The Employer will provide to each employee a statement indicating the total accumulated sick leave and gratuity pay to the employee's credit as of December 31st and such statement shall be in writing and given to the employee not later than the last day of the month of February of the succeeding calendar year.

### **13.8 Workers' Compensation**

- (a) Where the first day or part day is not paid by WorkSafeBC (the Workers' Compensation Board), this day or part day shall be paid by the Employer and shall be deducted from accumulated sick leave but not from gratuity pay.
- (b) An employee who has completed six (6) months' of continuous service and whose claim for temporary disability benefits from WorkSafeBC is accepted, shall assign their compensation cheque from WorkSafeBC to the Employer and the Employer shall pay the employee's approximate net salary calculated from the basic hourly straight time rate of the position being formally occupied as at the time of injury. If WorkSafeBC disallows an employee's claim, or if there is a period of delay prior to the claim being accepted, the Employer will pay approximate net salary to the employee until the employee's sick leave, gratuity, vacation and overtime credits are exhausted. Where WorkSafeBC subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the claim.
- (c) The status of fringe benefits in the case of an employee in receipt of temporary disability benefits from WorkSafeBC shall be as follows:
  - (i) Sick Leave: monthly credits to continue accumulating as normal;
  - (ii) Gratuity: to be unaffected by the compensable absence;
  - (iii) Vacations: to be unaffected by the compensable absence;
  - (iv) Public Holidays: full pay to be provided for the day on which the holiday is observed, but no compensating day is to be provided in lieu;

- (v) Increments: to be unaffected by any compensable absence of less than three (3) months; to be deferred by one (1) month for each complete month of compensable absence commencing with the fourth (4th) month of absence funded by WorkSafeBC;
- (vi) Seniority: to continue accumulating as normal;
- (vii) Leave of Absence: to be ineligible for any other paid leave of absence during the compensable absence.

**13.9 Pension and Retirement Allowances**

All employees eligible shall be covered by the provisions of the Pension (Municipal) Act, providing that a Temporary Full-Time Employee shall not be eligible until the completion of twelve (12) months of continuous service.

Where, due to a lay-off, a Full-Time Employee has had their hours of work reduced and 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 Pension (Municipal) Act.

**13.10 Benefits Continuation**

The Employer will maintain benefit coverage available under Clauses 13.1 (Medical Services Plan) and 13.2 (Extended Health Benefits) for those employees retiring on Municipal Pension until the end of the calendar month which follows the calendar month of the employee’s date of retirement. This benefit coverage will only be maintained if the employee pays his or her share of the applicable benefit premium.

**13.11 Benefits Reciprocity Between Unions**

The purpose of this Clause 13.11 is to provide a clear understanding of the status of seniority, length of service and benefits eligibility should an employee from one (1) Union jurisdiction move to another Union jurisdiction while continuing to maintain employee status with the City of Richmond.

An employee moving voluntarily from one (1) Union jurisdiction to another, whose service with the City has qualified them for benefit eligibility, will retain their membership, accumulated banks and eligibility in the following plans and Collective Agreement clauses of the receiving Union jurisdiction:

- |                                 |                                 |
|---------------------------------|---------------------------------|
| 1. Medical Services Plan        | 6. Municipal Pension Plan       |
| 2. Extended Health Benefit Plan | 7. Vacation Entitlement         |
| 3. Dental Plan                  | 8. Sick Leave Benefit Plan      |
| 4. Group Life Insurance Plan    | 9. Family Leave (if applicable) |
|                                 | 10. Gratuity Pay                |

5. Accidental Death and  
Dismemberment Plan

11. Bereavement Leave

If the employee has not achieved benefit eligibility status at the time of the movement from one (1) Union jurisdiction to another, the employee must re-qualify for benefit eligibility by completing, from the date of transfer, the requisite period of continuous service as documented by the collective agreement of the receiving Union jurisdiction.

In all cases of employee jurisdictional transfers between Unions, the employee will be required to establish a new seniority date in accordance with the Collective Agreement of the receiving Union jurisdiction, with such seniority date not preceding the effective date of transfer. Seniority is an earned date within a singular union jurisdiction and is not transferable.

Length of service is service with the City of Richmond for the purpose of calculating vacation entitlement only. CUPE 718 Collective Agreement Article 15.4 "Promotional Policy" and Article 15.6 "Rights of Employees Promoted Out of the Bargaining Unit" shall not apply to this Clause 13.11. CUPE 394 Collective Agreement Article 14.2 "Promotional Policy" and Article 14.3 "Rights of Employees Promoted Out of the Bargaining Unit" shall not apply to this Clause 13.11.

**14. WORKING CONDITIONS**

**14.1 Hours of Work**

- (a) The regular hours of work shall be eight and one-half (8 ½) hours inclusive of one-half (½) hour for lunch per day, beginning at 7:00 a.m. at the designated service centre (maximum of five (5)), or, in the case of capital projects of three (3) weeks or more in duration, at the work site or such other place as may be mutually agreed upon between the parties to this Agreement, and ending at 5:00 p.m. at the designated service centre (maximum of five (5)), or, in the case of capital projects of three (3) weeks or more in duration, at the work site or such other place as may be mutually agreed upon between the parties to this Agreement. Monday through Friday inclusive, constituting a five (5) day week of forty (40) hours per week.
- (b) It shall be the duty of all employees to report for work each and every working day at the prescribed hour and finding that an employee is unable to work due to weather conditions or through no fault of their own, or unless a notice has been posted on the Notice Board before 3:30 p.m. the preceding day, or unless the employee has been notified that such employee is not to report for work, the employee shall be allowed two (2) hours' pay, provided the employee is available for work.
- (c) Employees shall be allowed a rest period of ten (10) minutes at 9:30 a.m. and 2:00 p.m., however, the time(s) may be varied at the discretion of the employee

in charge who will take into consideration the nature and requirements of the particular work involved, and the starting time of the employee's shift.

- (d) The lunch period shall be one-half (½) hour from 11:30 a.m. to 12:00 noon, however, the time(s) may be varied at the discretion of the employee in charge who will take into consideration the nature and requirements of the particular work involved, and the starting time of the employee's shift.
- (e) Those employees working a shift other than regular day shift, shall be allowed a rest period of ten (10) minutes, during the first half and during the second portion of such shift.
- (f) The Employer agrees that no employee's current normal shift will be changed nor will any subsequent change be instituted without reasonable notice, except in an emergency.
- (g) It is agreed that the normal daily hours of work for certain classes of employees may fall outside the standard definition in (a) above. Subject to the Union's concurrence in each instance, an employee's normal work week may be altered so as to consist of any five (5) consecutive eight (8) hour days other than Monday to Friday. Agreed exceptions are detailed in Schedule 'B'. Classes included in this Schedule may be altered or added to as necessary according to Employer requirements, by mutual consent of the parties hereto, and such consent shall not be unreasonably withheld by the Union.

## **14.2 Promotional Policy**

Effective 2020 March 03:

- (a) In making promotions, demotions, transfers, or re-employment, the required knowledge, ability and skills for the position shall be the primary consideration.  
  
Selection shall be made at the discretion of the General Manager or delegate and the employees shall retain the right of appeal under the Grievance Procedure contained in this Agreement.
- (b) The Employer shall establish the qualifications for all positions to assist in the selection of the most qualified candidate.
  - (i) Candidates will be assessed based on the qualifications for the job.
  - (ii) The Employer will use a variety of assessment processes and tools to assess the candidates' knowledge, ability and skills related to the position, which may include, but is not limited to, interviews, written or practical tests and examinations, education, certifications, training, on-the-job performance indicators, attendance, and reference checks.

- (iii) The Employer shall adjust the weighting of the above criteria based on the nature of the position. This includes assigning greater weighting of practical testing as appropriate.
  - (iv) All candidates will be assessed out of a score of one hundred (100) points.
  - (v) Of the one hundred (100) points, a score out of ten (10) points shall be provided to employees based on their seniority according to the following:
    - More than twenty (20) years: ten (10) points
    - More than fifteen (15) and up to twenty (20) years: seven and one-half (7.5) points
    - More than ten (10) and up to fifteen (15) years: five (5) points
    - More than five (5) and up to ten (10) years: two and one-half (2.5) points
    - Up to five (5) years: one (1) point
  - (vi) The Employer will select the highest scoring qualified candidate based on the above assessment criteria.
  - (vii) Where two (2) or more candidates are assessed with the same number of points, the Employer shall select the most senior candidate.
  - (viii) The Employer shall provide to CUPE 394 and to qualified candidates a minimum of seven (7) business days' notice regarding: (1) the weighting of assessment considerations used in the selection process; (2) the date of the assessment; and (3) applicable study materials where available.
- (c) All promotions and transfers shall be on the basis of the first six (6) months being a trial period. If during the six (6) months trial period in another classification it is proven that the employee is incapable of fulfilling the duties of the new position, the employee shall revert to their former classification.
  - (d) At the discretion of the General Manager or delegate, an employee may be temporarily appointed to fulfill the duties of a Supervisor and shall be paid the scheduled rate for that position while so employed. The employee concerned is to be fully briefed as to the rate of pay and working schedule as is required for the position.

### **14.3 Rights of Employees Promoted Out of the Bargaining Unit**

- (a) In the event of an employee being promoted from a position for which the Union either had bargaining authority at the time of the promotion or

subsequently obtained bargaining authority, to a position whether included in or excluded from the Union Contract, and such employee being subsequently laid off or demoted to a position for which the Union has bargaining authority, the Employer shall have the right to place such employee in the position previously held by the employee or in any vacant position for which such employee is considered qualified. The employee, if so placed as the result of being laid off or demoted shall suffer no loss of seniority and such seniority shall be the employee's total length of service with the Employer.

- (b) When an employee is promoted to a position which is beyond the jurisdiction of the Union, the employee concerned shall retain seniority in their previous job for the period of six (6) months and shall pay Union Dues for the duration of probation in the new position.

#### **14.4 Probationary Period**

- (a) New employees shall be considered to be on a probationary basis until the completion of six (6) months' satisfactory service. Upon completion of this probationary period, such employee will become permanent and seniority shall be back to the first (1st) day commencing this probation period.
- (b) It is agreed and understood that one (1) month shall mean twenty-two (22) working days and in the event that an employee accumulates a total of one hundred and thirty-two (132) working days within a period of one (1) year as a probationary employee, the employee shall be considered to be a member of the regular staff and entitled to fringe benefits and recognition of the accumulated period of service with respect to seniority.
- (c) Individuals hired on a temporary basis will not be covered under the provisions of paragraph (a) and (b) and will be so notified at date of hiring. This does not preclude an individual hired on a temporary basis from being reclassified as provided for in paragraph (a) and (b).
- (d) All permanent employees classified as Labourer I shall be reclassified to the position of Labourer II after the completion of one (1) year's continuous employment.

#### **14.5 Layoffs**

- (a) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall notify all employees who have acquired seniority rights in either a regular seniority pool or an auxiliary seniority pool who are to be laid-off at least ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work during the ten (10) days referred to above, such employee shall be paid for those days for which work was not made available.

- (b) Employees shall be laid-off in the reverse order of the bargaining unit-wide seniority, provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower position.
- (c) In the event of lay-offs due to lack of work, weather conditions, etc., and the employees are subsequently re-employed within six (6) months, the employee shall be credited with previous service for the purpose of determining length of service in connection with the vacations and other benefits based on length of service.

#### **14.6 Recall**

- (a) Employees shall be recalled to positions for which they are qualified, in the order of their bargaining unit-wide seniority.
- (b) No new employees shall be hired following a lay-off until those who are laid-off have been given a reasonable opportunity of recall as follows. The Employer shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order provided that they respond within the stipulated time limits. Upon making contact with an employee, the Employer shall specify the time when the employee shall report for work. An employee who does not respond within forty-eight (48) hours of the Employer's initial attempt to make contact, or who refuses to report for work, shall be dropped to the bottom of the appropriate list for recall. An employee shall report to work at the time specified by the Employer or, in extenuating circumstances, within two (2) weeks of the Employer's initial attempt to make contact. Each employee on lay-off will be responsible for keeping the Employer notified of a current contact point through which the employee can be reached.

#### **14.7 Special Shifts and Allowances**

- (a) **Special Shifts**

Notwithstanding Article 14.1, above, the Employer and Union may jointly agree to special shifts with regular hours that differ from the Hours of Work defined in 14.1. These exceptions are identified in Schedule 'B' and in Letters of Understanding.

Footnote: Layoff and Recall terms and conditions for Temporary Full-Time and Regular Full-Time Labourer 1's are outlined further in Letter of Agreement #3 – Temporary Full-Time Employee Procedures.

The following provisions shall prevail and continue with respect to such shifts:

- (i) In the event an employee is required to work a shift other than eight and one-half (8 ½) hours, inclusive of one-half (½) hour lunch period, between 7:00 a.m. and 5:00 p.m. and where less than fifteen (15) clear hours elapse prior to the cessation of work on the regular shift and the commencement of work on the special shift, or where less than fifteen (15) hours elapse between the ending of the special shift and the commencement of work on the regular shift, then such employee shall be paid double time until the fifteen (15) hours has elapsed.
- (ii) Where a shift is instituted other than eight and one-half (8 ½) hours, inclusive of one-half (½) hour lunch period, between 7:00 a.m. and 5:00 p.m. the shift shall be eight (8) consecutive hours in a twenty-four (24) hour period following the commencement of such shift. Overtime rates shall apply when the employee is required to work beyond eight (8) hours in this twenty-four (24) hour period.
- (iii) The Employer guarantees the employees a minimum of forty (40) hours' pay, exclusive of overtime work during the week, when such employee is working on a special shift.

(b) **Shift Differential**

Effective 2020 March 03, except as otherwise noted in the Agreement, all employees shall be paid a shift differential of one dollar and ten cents (\$1.10) (effective 2022 January 01, one dollar and twenty-five cents (\$1.25)) per hour for each hour of a regular shift worked between the hours of 6:00 p.m. and 6:00 a.m.

If more than fifty percent (50%) of an employee's regular hours of work fall inside the period described in the preceding paragraph, the shift premium shall be paid for all regular hours in the shift. Shift premium shall not be paid in any circumstances other than as specified in the preceding paragraph.

**14.8 Dirty-Pay Premiums**

Employees who are required to work in raw sewage or who are contaminated by contact with animal feces in the course of their duties shall be paid one dollar (\$1.00) per hour extra for the time actually engaged in such work. The minimum time to be paid shall be one (1) hour.

If contaminated by animal feces, employees must advise their foreman or supervisor and will be required to clean themselves at the earliest operationally feasible opportunity. Resolution of disputes regarding entitlement to this premium shall be resolved at Labour-Management rather than through the grievance procedure.

## 14.9 Job Postings

- (a) When a vacancy occurs in any class of employment or a new position is created, including temporary positions, but excluding classification of Labourer 1, notice pertaining thereto will be posted at least five (5) working days prior to anyone filling the vacancy or new position. Notices shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range, and anticipated length of any temporary assignment, if posted. The notice to be posted in such conspicuous places as agreed upon between the Union and Employer. All applications to be forwarded to the Human Resources Division.

A copy of the job posting shall be available to the Union and the Union shall be advised of the name(s) of the successful applicant(s) within ten (10) days of the appointment being made.

- (b) In selecting the applicant, the Employer agrees that authorized officials will screen the applications.

## 14.10 Individual Rights Protection

- (a) The Employer and the Union are fully supportive of their respective responsibilities under the applicable provincial legislation respecting Human Rights and related City policies and procedures. Nothing in this section impedes the right of the Employer to manage its business and the Union recognizes the right of the Employer to implement and administer policies and/or administrative procedures pertaining to safeguarding the workforce. It is agreed that employee complaints dealt with under the Employer's established policies and/or administrative procedures must reach a determinative conclusion within a reasonable time frame. At the Union's option, should the conclusive result derived from the application of the Employer's policies not be suitable, the employee complaint may be subsequently addressed through the Grievance Procedure commencing at Step Three (3).

- (b) **Disabled Employees**

Where an employee has been incapacitated by compensable injury or occupational disease, or where an employee through advancing years or other disablement becomes unable to perform their regular duties, the Employer will endeavour to find other suitable employment which the employee is capable of performing. The Employer need not have regard to the seniority provisions of the Agreement except that no disabled employee may displace an employee possessing more seniority. The Union agrees that the disabled employee for whom the employer is able to provide other suitable employment, shall be paid the appropriate rate for the work which the employee performs.

## **15. GRIEVANCE PROCEDURE**

### **15.1 Grievance Procedure**

Effective 2020 March 03:

Any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application or operation of this Agreement or any alleged violation thereof, including any question as to whether any matter is arbitrable, shall without stoppage of work, be the subject of discussion between the Union and the Employer and shall be finally and conclusively settled in the following manner:

**(a) Step 1 – Manager**

Within thirty (30) calendar days of the date on which the incident giving rise to the grievance occurred or of the date when the employee(s) first became aware of the incident, whichever is later, the employee(s) and the Union shall submit the grievance to the Manager in writing, including the particulars of the alleged violation, the clauses violated, the date and circumstances of the incident and the remedy being sought. The Manager and employee(s) (who shall be entitled to Union representation) shall meet to discuss the grievance and the Manager shall render a written decision within ten (10) work days of receiving the written grievance.

**(b) Step 2 – Director**

Failing satisfactory settlement at Step 1, the Union shall, within ten (10) work days of receiving the Employer's response, refer the grievance in writing to the applicable Director or designate. The Director shall meet with the Union and shall render the decision within ten (10) work days of the grievance being referred. Any dispute between the Employer and the Union which is beyond the jurisdiction of any one Manager may be submitted by the Union directly to the Director.

**(c) Step 3 – Employer Grievance Committee**

Failing satisfactory settlement at Step 2, the Union shall, within ten (10) work days of receiving the response, refer the grievance, in writing to the Grievance Committee of the Employer. The Grievance Committee of the Employer shall meet with the Union within thirty (30) calendar days of the grievance being referred and shall render its decision within ten (10) work days of the meeting with the Union.

**(d) Step 4 – Arbitrator**

Failing satisfactory settlement at Step 3 the Union may, within thirty (30) calendar days, refer the grievance to a Board of Arbitration.

The Board of Arbitration shall consist of one (1) nominee appointed by the Employer and one (1) appointed by the Union. These two (2) nominees shall name a third (3rd) member who shall be Chair.

Should the nominees fail to select a Chair within ten (10) work days, then either party to the Agreement may apply to the Minister of Labour for the Province of British Columbia to appoint such third (3rd) member. Each party shall pay the expenses of their nominee and shall pay half the expenses of the Chair.

Within ten (10) work days following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding on the parties.

By mutual agreement the Employer and the Union may appoint a single arbitrator in place of the Board of Arbitration. The decision of the single arbitrator shall be final and binding on both parties. Each party shall pay half the expenses of the single arbitrator.

(e) Any grievance dealing with dismissal shall commence at Step 3 – Employer Grievance Committee.

(f) **Time Limits**

The above time limits may be extended by mutual agreement of the Employer and the Union.

## **15.2 Wrongful Dismissal**

Where an Arbitration Board finds that an employee has been dismissed, suspended or otherwise disciplined for other than proper cause, such Arbitration Board may:

- (a) direct the Employer to reinstate the employee and pay to employee a sum equal to wages lost by reason of the dismissal, suspension, or other discipline, or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable; or
- (b) make such other order as it considers fair and reasonable, having regard to the terms of this Agreement.

## **16. LEAVE OF ABSENCE**

### **16.1 Leave of Absence Union Officials**

- (a) All applications for leave of absence whether with or without pay shall be granted only to those official Union Representatives whose absence in any specific case does not interfere with the operation of the Employer. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.

- (b) With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Employer's contribution on behalf of each such representative for Group Life Insurance coverage, Medical, Dental and Extended Health Coverage, Sickness and Accident Insurance coverage and Municipal Pension. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.
- (c) Upon application to, and upon receiving the permission of the Director, Human Resources or Manager, Human Resources in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Employer or for the purpose of settling a grievance as outlined elsewhere in this Agreement. Not more than three (3) such official representatives shall be granted leave of absence without loss of pay for the time so spent. Further official representatives may be granted leave of absence without pay.
- (d) Upon application to, and upon receiving the permission of the Director, Human Resources or Manager, Human Resources in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the National and B.C. Divisional Conventions of the Canadian Union of Public Employees, the Annual Convention of the British Columbia Federation of Labour and the Biennial Convention of the Canadian Labour Congress.
- (e) Members of the Union Executive will be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.
- (f) The Employer agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing duties as an officer of the Union shall not lose seniority in the service of the Employer and shall continue to accumulate seniority while performing such duties. Upon retirement from duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the employee's former position was allocated and for which the employee is qualified if any position within such class is held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which the employee is qualified.
- (g) The Employer agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the Vancouver Labour Council, the B.C. Federation of Labour or the Canadian Labour Congress shall be granted leave of absence without pay and shall not

lose seniority in the service of the Employer while on such leave of absence. This will also apply to any employee hired temporarily by the aforementioned labour organizations for a period of not less than six (6) nor more than two (2) years in duration. Upon termination of such period of office, such an employee may return to the first vacant position for which the employee is qualified in the service of the Employer.

- (h) The Union shall provide the Employer with a list of its elected officers, job stewards, and any other official representatives. The list shall be kept current by the Union at all times.

## **16.2 Bereavement Leave**

- (a) Any Regular Full-Time or Temporary Full-Time Employee who has completed six (6) months of employment, may be granted bereavement leave without loss of pay for a period not to exceed three (3) working days in the following events:
  - (i) Effective 2020 March 03, in the case of the death of the employee's marital or common-law spouse, child, ward, brother, sister, parent, parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or guardian; or
  - (ii) in the case of the death of any other relative if living in the employee's household.
  - (iii) Should an employee require time off as a result of the death of a family member not listed in this Article, the Department Head (or delegate) will give consideration to an employee's request on short notice to utilize earned vacation or other time banks for a duration of paid time off not to exceed three (3) working days or other such period as may be deemed appropriate in the circumstances. Such consideration will take into account operational considerations, but will not be unreasonably withheld.

Note: Regular Part-Time Employees are eligible for bereavement leave in accordance with Schedule 'C', paragraph 6.1(c)(iv).

- (b) Any employee who qualifies for Bereavement leave without loss of pay under paragraph (a) and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Metro 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 (or delegate) who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for bereavement leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation if approved by the employee's Department Head (or delegate). An employee who is absent on sick leave with or without pay or who is absent on a WorkSafeBC claim, shall not be entitled to such bereavement leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Department Head (or delegate), an employee may be granted leave of up to one-half (½) day 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.

### **16.3 Family Leave**

Effective 2020 March 03:

Any Regular Full-Time or Temporary Full-Time Employee who has completed six (6) months of employment and who has accumulated a positive balance in their sick benefit account may utilize up to four (4) days per year of that account for the express purpose of providing for the needed care, education, or health interests of their immediate family. Immediate family is defined as the employee's wife, husband, child, ward, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian or common-law spouse.

Note: Regular Part-Time Employees are eligible for Family Leave in accordance with Schedule 'C', paragraph 6.1(c)(iv).

To assist in the scheduling of work assignments, each employee should provide as much notice as possible to the Department Head or delegate prior to taking Family Leave. It is recognized however, that the exercise of Family Leave may not allow the employee sufficient time to provide much notice of impending absence. Therefore, it is a requirement that each employee establish contact with their Department Head or delegate at the start of each day of Family Leave taken. If a Department Head or delegate is not satisfied that Family Leave has been used for the express purpose for which it is intended, the employee may be asked to substantiate such use.

### **16.4 Jury and Witness Fees**

Any employee called for Jury Duty or as a Crown Witness will be allowed time-off during the period of such duty up to and including twenty (20) working days. The employee's regular pay will be continued and any remuneration received for such duty will be remitted to the Human Resources Director. In special circumstances, the Employer may extend payment on the above basis beyond the time limit proposed above.

## **16.5 Maternity and Parental Leave**

The City of Richmond and the Union agree the terms of Maternity and Parental Leave be in compliance with the requirements of Federal Government legislation pertaining to employee eligibility and length of leave. As these requirements are subject to change, the provisions of section (a) - Length of Leave outlined below should be reviewed with Human Resources by any prospective employee applicant to ensure full and accurate knowledge of current legislation.

### **(a) Length of Leave**

#### **Birth Mother**

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave (note: this includes the unpaid waiting period before EI benefits begin to be paid) and up to sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

#### **Birth Father and Adoptive Parent**

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay (note: this includes the unpaid waiting period before EI benefits begin to be paid). The employee shall take the leave within seventy-eight (78) 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 seventy-eight (78) consecutive weeks following the commencement of the leave.

**(b) Notice Requirements and Commencement of Leave**

- (i) 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.
- (ii) 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.)
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of 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**

- (i) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.

- (ii) Subject to paragraph (d)(i), an employee on maternity leave or parental leave who has notified their Department Head (or delegate) of their intention to return to work pursuant to paragraph (b)(iv) 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**

- (i) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums 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.
- (ii) 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**

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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:
  - (i) for the first six (6) weeks which includes the Employment Insurance waiting period; and

- (ii) 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.
- (v) 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.
- (vi) 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.

## **17. GENERAL PROVISIONS**

- (a) Adequate protection from weather shall be given to all employees riding to and from work.
- (b) Any working conditions, holiday benefits, welfare benefits or other conditions of employment at present in force and recognized by both parties which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect for the duration of this Agreement.
- (c) In the event of discussions being considered necessary by either party during the term of this Agreement relating to rates of pay, hours of work or other working conditions, it is agreed that either party may require the other party to meet in order to carry on such discussions.
- (d) As a condition of being appointed to the permanent staff, every new employee shall, within the first six (6) months of service, file a Certificate of Birth or satisfactory proof of age as may be required by the Employer.
- (e) It is understood and agreed that with reference to seniority, where an Employee has entered the Armed Forces, while in the employ of the Employer and upon return from the Armed Forces has returned to the employ of the Employer such employee shall be credited with the period of time in the Armed Forces as though it were with the Employer. This is to begin effect only during a period of declared hostilities.

**18. CLOTHING**

- (a) The Employer will supply and launder coveralls for employees where necessary and approved by the General Manager or designate.
- (b) Employees who are required to do work for the Employer that will entail the wearing of rubber boots shall be permitted to requisition such rubber boots from the Municipal Stores on the authority of the Foreman in charge of such employees.

Effective 2020 March 03, the Employer will provide a maximum payment of two hundred dollars (\$200.00) per two (2) calendar year period to be applied towards the purchase of rain gear or CSA approved safety footwear by Regular Full-Time Employees upon the production of receipt.

- (c) The Employer will provide one (1) pair of carpentry coveralls per year to each permanent Trades Carpenter.
- (d) It is agreed that a policy will be established regarding the issuance of coveralls so that they are distributed on a more consistent basis without the Employer assuming any additional cost.

**19. TOOL REIMBURSEMENT FOR MECHANICS**

Mechanics who are required to use their own tools shall be reimbursed up to two hundred dollars (\$200.00) per calendar year, non-accumulative, for the purchase of approved new tools that are required in the performance of their duties. The Employer shall provide fire and theft insurance for Mechanics' tools that are used in their work and are stored at the works yard in the amount of twenty thousand dollars (\$20,000) per Mechanic. The insurance will include a deductible of up to two hundred and fifty dollars (\$250.00) payable by the employee.

In any case where a Trades 2 Mechanic, Fleet Services Section, 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 fifty dollars (\$50.00) bi-weekly.

**20. CLASSIFICATION AND EVALUATION OF POSITIONS**

Effective 2020 March 03:

The classification, evaluation, reclassification and revaluation of positions covered by this Agreement shall be determined in accordance with the procedure established by the Employer. Where the Union disagrees with the result of a job evaluation, it may grieve the result under the provisions of Clause 15.

## 21. TECHNOLOGICAL CHANGE

- (a) The Employer will give to the Union in writing at least ninety (90) days' notice of any intended Technological Change that:
  - (i) affects the terms and conditions or security of employment of a significant number of employees to whom this Agreement applies; and
  - (ii) alters significantly the basis upon which this Agreement was negotiated.
- (b) During the term of this Agreement any dispute arising in relation to adjustment to Technological Change shall be discussed between the bargaining representatives of the two (2) parties to this Agreement.

Where the Employer introduces or intends to introduce a Technological Change, that:

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

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board constituted under Clause 15 of this Agreement, bypassing all other steps in the Grievance Procedure.

- (c) 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:
  - (i) shall inform the Minister of Labour of its findings; and
  - (ii) may then or later make any one (1) or more of the following orders:
    - (i) That the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this 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 displacement as the Arbitration Board considers reasonable;
- (v) that the matter be referred to the B.C. Labour Relations Board and upon such reference being made, the provisions of Section 77 of the Labour Code of British Columbia shall apply.

**22. ACCESS TO OFFICIAL EMPLOYEE FILE**

- (a) An employee or designate shall have access to all material in their official employee file at a time mutually convenient to the employee and the Human Resources Division.
- (b) Examination of the contents of their official employee file shall be in the presence of a person authorized by the Human Resources Division.
- (c) An employee and Union shall be provided with a copy of all letters of reprimand, censure, and any other document which may be the basis of disciplinary action at the time of filing.
- (d) An employee upon request, shall be entitled to receive a copy of any document contained within their official employee file at the time of examination.
- (e) Should an employee dispute any entry or document in their official employee file they shall be entitled to recourse to the Grievance Procedure.
- (f) Eventual resolution of any dispute shall be part of the person's official employee file.
- (g) The Employer agrees not to introduce as evidence in any hearing any document from the official employee file of an employee, the existence of which the employee was not aware at the time of filing.
- (h) Effective 2020 March 03, letters of censure, reprimand, discipline and all adverse statements shall be removed from the official employee file after the employee has worked the number of regular hours equivalent to two (2) years of full-time employment from the date it was issued, provided there has not been a further infraction.

**23. INTERPRETATION**

Interpretation of this Agreement shall be made by the Human Resources Division only and the Union, subject to Grievance Procedure laid down in Clause 15 of this Agreement.

**24. CHANGES AFFECTING THE AGREEMENT**

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

**25. OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

An Occupational Health and Safety Committee shall be established consisting of three (3) representatives of the Employer and three (3) Union-appointed representatives. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Administrator.

**26. MISCELLANEOUS ITEMS**

The Schedules attached hereto and marked with the letters 'A', 'B', 'C', 'D', and 'E' shall form part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year in which this Agreement takes effect.

Sealed with the Seal of the CITY OF RICHMOND  
And, signed Nov. 30, 2020 by:

Sealed with the Seal of the RICHMOND PUBLIC  
EMPLOYEES' UNION, CUPE LOCAL 394, and signed  
Nov. 26, 2020 by:

"Malcolm D. Brodie"  
MAYOR

"Scott Burbidge"  
CUPE LOCAL 394 VICE PRESIDENT

"Claudia Jesson"  
CORPORATE OFFICER

Schedule 'A'

**General Wage Increases for 2020-2023 Collective Agreement**

1. The following percentage increases will take effect as indicated, with the new hourly rates in each case rounded to the nearest whole cent:
  - (a) Effective 2020 January 01, all hourly rates of pay that were in effect on 2019 December 31 shall be increased by two percent (2.0%). The new hourly rates shall be rounded to the nearest whole cent.
  - (b) Effective 2021 January 01, all hourly rates of pay that were in effect on 2020 December 31 shall be increased by two and one-quarter percent (2.25%). The new hourly rates shall be rounded to the nearest whole cent.
  - (c) Effective 2022 January 01, all hourly rates of pay that were in effect on 2021 December 31 shall be increased by two and one-half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.
  - (d) Effective 2023 January 01, all hourly rates of pay that were in effect on 2022 December 31 shall be increased by two and one-half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.

**2. Derivation of Bi-Weekly and Monthly Rates**

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

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

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

**3. Trades 2 Adjustment**

Wages for Trades 2 employees holding a RED Seal certification and working in a trades 2 classification include a one dollar (\$1.00) adjustment agreed to effective September 17, 2017.

**4. Calculation of Apprenticeship Rates**

The apprenticeship rates are calculated at each step as fixed percentages of the corresponding Trades 2 rates as follows:

- Apprentice – 3 Year: 70%, 72.5%, 75%, 80%, 85%, 90%
- Apprentice – 4 Year: 70%, 72.5%, 75%, 77.5%, 80%, 82.5%, 85%, 90%

SCHEDULE "A" (cont'd)

subject to the agreement that the minimum rate payable to an Apprentice will be equal to that of the Labourer 1 rate.

**5. Increment Rate Adjustments**

Employees shall be paid the 1st increment rate and subsequently shall proceed to the subsequent increments as per Agreement.

**6. Wage Table**

The following tables represents the calculated wage rates in effect for the calendar years from 2020 through 2023.

Positions with "-" instead of wage rates had not been established for the year(s) so noted.

Job Code	Description	Pay Grade	Pay Band	Jan. 1 2020	Mar. 3 2020	Jan. 1 2021	Jan. 1 2022	Jan. 1 2023
317	Asphalt Raker	G05	PB 4	33.07	33.82	34.58	35.44	36.33
864	Asset and Inventory Coordinator	G05	PB 4	33.07	33.82	34.58	35.44	36.33
813	Asset and Inventory Technician	11B	PB 8	39.69	40.44	41.35	42.38	43.44
793	Assistant Pump Mechanic	G08	PB 6	36.24	36.99	37.82	38.77	39.74
794	Assistant Pump Station Service Worker	G08	PB 6	36.24	36.99	37.82	38.77	39.74
321	Assistant Water Services Maintenance Worker	G05	PB 4	33.07	33.82	34.58	35.44	36.33
647	Buyer - Stores Operations: Step 1	G06	PB 5	31.97	32.72	33.46	34.30	35.16
647	Buyer - Stores Operations: Step 2	G06	PB 5	32.62	33.37	34.12	34.97	35.84
647	Buyer - Stores Operations: Step 3	G06	PB 5	33.27	34.02	34.79	35.66	36.55
647	Buyer - Stores Operations: Step 4	G06	PB 5	33.94	34.69	35.47	36.36	37.27
647	Buyer - Stores Operations: Step 5	G06	PB 5	34.64	35.39	36.19	37.09	38.02
324	Concrete Finisher	G05	PB 4	33.07	33.82	34.58	35.44	36.33
836	Crane Truck Driver	G07	PB 5	34.64	35.39	36.19	37.09	38.02
826	Electronics Technician	G10	PB 7	37.95	38.70	39.57	40.56	41.57
444	Electronics Technologist	G14	PB 9	41.55	42.30	43.25	44.33	45.44
301	Equipment Operator 1	G03	PB 2	30.19	30.94	31.64	32.43	33.24
302	Equipment Operator 2	G04	PB 3	31.62	32.37	33.10	33.93	34.78
303	Equipment Operator 3	G05	PB 4	33.07	33.82	34.58	35.44	36.33
304	Equipment Operator 4	G07	PB 5	34.64	35.39	36.19	37.09	38.02
561	Equipment Operator 4A	G08	PB 6	36.24	36.99	37.82	38.77	39.74
562	Equipment Operator 4B	G08	PB 6	36.24	36.99	37.82	38.77	39.74
305	Equipment Operator 5	G08	PB 6	36.24	36.99	37.82	38.77	39.74
856	Field Arborist	G10	PB 7	37.95	38.70	39.57	40.56	41.57
458	First Aid Attendant	G05	PB 4	33.07	33.82	34.58	35.44	36.33
343	Golf Course Maintenance Worker	G08	PB 6	36.24	36.99	37.82	38.77	39.74
361	Hydrant & Valve Maintenance Worker	G08	PB 6	36.24	36.99	37.82	38.77	39.74
844	Inventory Planner: Step 1	G12	PB 9	40.49	41.24	42.17	43.22	44.30
844	Inventory Planner: Step 2	G12	PB 9	41.83	42.58	43.54	44.63	45.75

SCHEDULE "A" (cont'd)

<b>Job Code</b>	<b>Description</b>	<b>Pay Grade</b>	<b>Pay Band</b>	<b>Jan. 1 2020</b>	<b>Mar. 3 2020</b>	<b>Jan. 1 2021</b>	<b>Jan. 1 2022</b>	<b>Jan. 1 2023</b>
844	Inventory Planner: Step 3	G12	PB 9	43.17	43.92	44.91	46.03	47.18
469	Irrigation Systems Worker	G10	PB 7	37.95	38.70	39.57	40.56	41.57
318	Labourer 1	G01	PB 1	28.84	28.84	29.49	30.23	30.99
319	Labourer 2	G03	PB 2	30.19	30.19	30.87	31.64	32.43
815	Leak Detection Service Worker	G08	PB 6	36.24	36.99	37.82	38.77	39.74
307	Parks Attendant	G05	PB 4	33.07	33.82	34.58	35.44	36.33
792	Parks Attendant - Grass Cutter	G05	PB 4	33.07	33.82	34.58	35.44	36.33
788	Parks Attendant - Sports Field	G05	PB 4	33.07	33.82	34.58	35.44	36.33
916	Parks Maintenance Worker	G03	PB 2	30.19	30.94	31.64	32.43	33.24
885	Parks Turf Technician	11B	PB 8	39.69	40.44	41.35	42.38	43.44
734	Patroller	G07	PB 5	34.64	35.39	36.19	37.09	38.02
316	Pipelayer	G05	PB 4	33.07	33.82	34.58	35.44	36.33
915	Public Works Maintenance Worker	G03	PB 2	30.19	30.94	31.64	32.43	33.24
306	Pump Station Service Worker	G10	PB 7	37.95	38.70	39.57	40.56	41.57
433	Recycling Depot Attendant	G03	PB 2	30.19	30.94	31.64	32.43	33.24
853	Salvage Coordinator: Step 1	G09	PB 7	37.00	37.75	38.60	39.57	40.56
853	Salvage Coordinator: Step 2	G09	PB 7	38.27	39.02	39.90	40.90	41.92
853	Salvage Coordinator: Step 3	G09	PB 7	39.57	40.32	41.23	42.26	43.32
345	Salvage Worker Waterworks	G05	PB 4	33.07	33.82	34.58	35.44	36.33
841	Service Advisor	G10	PB 7	37.95	38.70	39.57	40.56	41.57
831	Sewerage and Drainage Coordinator	11B	PB 8	39.69	40.44	41.35	42.38	43.44
339	Sign Maintenance Worker	G04	PB 3	31.62	32.37	33.10	33.93	34.78
492	Sign Technician	11B	PB 8	39.69	40.44	41.35	42.38	43.44
232	Stores Keeper/Buyer – Garage: Step 1	G06	PB 5	31.97	32.72	33.46	34.30	35.16
232	Stores Keeper/Buyer – Garage: Step 2	G06	PB 5	32.62	33.37	34.12	34.97	35.84
232	Stores Keeper/Buyer – Garage: Step 3	G06	PB 5	33.27	34.02	34.79	35.66	36.55
232	Stores Keeper/Buyer – Garage: Step 4	G06	PB 5	33.94	34.69	35.47	36.36	37.27
232	Stores Keeper/Buyer – Garage: Step 5	G06	PB 5	34.64	35.39	36.19	37.09	38.02
229	Stores Attendant 1: Step 1	G02	PB 2	27.90	28.65	29.29	30.02	30.77
229	Stores Attendant 1: Step 2	G02	PB 2	28.46	29.21	29.87	30.62	31.39
229	Stores Attendant 1: Step 3	G02	PB 2	29.02	29.77	30.44	31.20	31.98
229	Stores Attendant 1: Step 4	G02	PB 2	29.61	30.36	31.04	31.82	32.62
229	Stores Attendant 1: Step 5	G02	PB 2	30.19	30.94	31.64	32.43	33.24
631	Stores Attendant 1A: Step 1	G02	PB 2	27.90	28.65	29.29	30.02	30.77
631	Stores Attendant 1A: Step 2	G02	PB 2	28.46	29.21	29.87	30.62	31.39
631	Stores Attendant 1A: Step 3	G02	PB 2	29.02	29.77	30.44	31.20	31.98
631	Stores Attendant 1A: Step 4	G02	PB 2	29.61	30.36	31.04	31.82	32.62
631	Stores Attendant 1A: Step 5	G02	PB 2	30.19	30.94	31.64	32.43	33.24
231	Stores Attendant 2 - Buyer: Step 1	G06	PB 5	31.97	32.72	33.46	34.30	35.16
231	Stores Attendant 2 – Buyer: Step 2	G06	PB 5	32.62	33.37	34.12	34.97	35.84
231	Stores Attendant 2 – Buyer: Step 3	G06	PB 5	33.27	34.02	34.79	35.66	36.55
231	Stores Attendant 2 – Buyer: Step 4	G06	PB 5	33.94	34.69	35.47	36.36	37.27

SCHEDULE "A" (cont'd)

<b>Job Code</b>	<b>Description</b>	<b>Pay Grade</b>	<b>Pay Band</b>	<b>Jan. 1 2020</b>	<b>Mar. 3 2020</b>	<b>Jan. 1 2021</b>	<b>Jan. 1 2022</b>	<b>Jan. 1 2023</b>
231	Stores Attendant 2 – Buyer: Step 5	G06	PB 5	34.64	35.39	36.19	37.09	38.02
766	Supervisor 1 - Public Works	G08	PB 6	36.24	36.99	37.82	38.77	39.74
767	Supervisor 2 - Public Works: Step 1	G09	PB 7	37.00	37.75	38.60	39.57	40.56
767	Supervisor 2 - Public Works: Step 2	G09	PB 7	38.27	39.02	39.90	40.90	41.92
767	Supervisor 2 - Public Works: Step 3	G09	PB 7	39.57	40.32	41.23	42.26	43.32
913	Supervisor 3 - Arborist: Step 1	G12	PB 9	40.49	41.24	42.17	43.22	44.30
913	Supervisor 3 - Arborist: Step 2	G12	PB 9	41.83	42.58	43.54	44.63	45.75
913	Supervisor 3 - Arborist: Step 3	G12	PB 9	43.17	43.92	44.91	46.03	47.18
768	Supervisor 3 - Public Works: Step 1	G12	PB 9	40.49	41.24	42.17	43.22	44.30
768	Supervisor 3 - Public Works: Step 2	G12	PB 9	41.83	42.58	43.54	44.63	45.75
768	Supervisor 3 - Public Works: Step 3	G12	PB 9	43.17	43.92	44.91	46.03	47.18
811	Supervisor 4 - Electrical (PW): Step 1	G15	PB 10	43.49	44.24	45.24	46.37	47.53
811	Supervisor 4 - Electrical (PW): Step 2	G15	PB 10	44.35	45.10	46.11	47.26	48.44
811	Supervisor 4 - Electrical (PW): Step 3	G15	PB 10	45.23	45.98	47.01	48.19	49.39
769	Supervisor 4 - Public Works: Step 1	G15	PB 10	43.49	44.24	45.24	46.37	47.53
769	Supervisor 4 - Public Works: Step 2	G15	PB 10	44.35	45.10	46.11	47.26	48.44
769	Supervisor 4 - Public Works: Step 3	G15	PB 10	45.23	45.98	47.01	48.19	49.39
770	Supervisor 5 - Public Works: Step 1	G16	PB 11	45.43	46.18	47.22	48.40	49.61
770	Supervisor 5 - Public Works: Step 2	G16	PB 11	46.35	47.10	48.16	49.36	50.59
770	Supervisor 5 - Public Works: Step 3	G16	PB 11	47.28	48.03	49.11	50.34	51.60
591	Trades 1 - Gardener	G10	PB 7	37.95	38.70	39.57	40.56	41.57
333	Trades 1 - Mechanic	G10	PB 7	37.95	38.70	39.57	40.56	41.57
340	Trades 1 - Painter	G10	PB 7	37.95	38.70	39.57	40.56	41.57
332	Trades 1 - Small Equipment Mechanic	G10	PB 7	37.95	38.70	39.57	40.56	41.57
741	Trades 1 - Carpenter	G10	PB 7	37.95	38.70	39.57	40.56	41.57
703	Trades 2 - Arborist	11B	PB 8	39.69	40.44	41.35	42.38	43.44
325	Trades 2 - Carpenter	G11	PB 8	40.77	41.52	42.45	43.51	44.60
331	Trades 2 - Electrician	G11	PB 8	40.77	41.52	42.45	43.51	44.60
330	Trades 2 - Gardener	G11	PB 8	40.77	41.52	42.45	43.51	44.60
342	Trades 2 - Mason	G11	PB 8	40.77	41.52	42.45	43.51	44.60
326	Trades 2 - Mechanic	G11	PB 8	40.77	41.52	42.45	43.51	44.60
328	Trades 2 - Painter	G11	PB 8	40.77	41.52	42.45	43.51	44.60
327	Trades 2 - Welder	G11	PB 8	40.77	41.52	42.45	43.51	44.60
865	Trades Coordinator: Step 1	G12	PB 9	40.49	41.24	42.17	43.22	44.30
865	Trades Coordinator: Step 2	G12	PB 9	41.83	42.58	43.54	44.63	45.75
865	Trades Coordinator: Step 3	G12	PB 9	43.17	43.92	44.91	46.03	47.18
814	Tree Pruner 1	G05	PB 4	33.07	33.82	34.58	35.44	36.33
357	Tree Pruner 2	G07	PB 5	34.64	35.39	36.19	37.09	38.02
334	Truck Driver & Fuel Attendant	G04	PB 3	31.62	32.37	33.10	33.93	34.78
311	Truck Driver - Low Bed Trailer	G07	PB 5	34.64	35.39	36.19	37.09	38.02
312	Truck Driver 1	G03	PB 2	30.19	30.94	31.64	32.43	33.24
309	Truck Driver 3	G04	PB 3	31.62	32.37	33.10	33.93	34.78

SCHEDULE "A" (cont'd)

<b>Job Code</b>	<b>Description</b>	<b>Pay Grade</b>	<b>Pay Band</b>	<b>Jan. 1 2020</b>	<b>Mar. 3 2020</b>	<b>Jan. 1 2021</b>	<b>Jan. 1 2022</b>	<b>Jan. 1 2023</b>
835	Truck Driver 3 with Trailer	G07	PB 5	34.64	35.39	36.19	37.09	38.02
634	Turf Maintenance Worker	G07	PB 5	34.64	35.39	36.19	37.09	38.02
422	Utility Worker - Pump Stations	G07	PB 5	34.64	35.39	36.19	37.09	38.02
448	Utility Worker - Waterworks	G05	PB 4	33.07	33.82	34.58	35.44	36.33
816	Water Services Construction Project Assistant	11B	PB 8	39.69	40.44	41.35	42.38	43.44
817	Water Services Maintenance Project Assistant	11B	PB 8	39.69	40.44	41.35	42.38	43.44
498	Water Services Maintenance Worker	11B	PB 8	39.69	40.44	41.35	42.38	43.44
812	Water Services Technician	11B	PB 8	39.69	40.44	41.35	42.38	43.44
830	Work Control Technician	G11	PB 8	40.77	41.52	42.45	43.51	44.60
760	Yard Worker	G05	PB 4	33.07	33.82	34.58	35.44	36.33

SCHEDULE "A" (cont'd)

<b><i>Apprenticeship Rates</i></b>	<b>Pay Band</b>	<b>Jan. 1 2020</b>	<b>Mar. 3 2020</b>	<b>Jan. 1 2021</b>	<b>Jan. 1 2022</b>	<b>Jan. 1 2023</b>
Apprentice/Journeyman-Mason - 3 Year: Step 1	AP6	28.84	29.59	30.26	31.02	31.80
Apprentice/Journeyman-Mason - 3 Year: Step 2	AP6	28.84	29.59	30.26	31.02	31.80
Apprentice/Journeyman-Mason - 3 Year: Step 3	AP6	29.76	30.51	31.20	31.98	32.78
Apprentice/Journeyman-Mason - 3 Year: Step 4	AP6	31.75	32.50	33.23	34.06	34.91
Apprentice/Journeyman-Mason - 3 Year: Step 5	AP6	33.73	34.48	35.26	36.14	37.04
Apprentice/Journeyman-Mason - 3 Year: Step 6	AP6	35.72	36.47	37.29	38.22	39.18
Apprentice/Journeyman - 4 Year: Step 1	AP8	28.84	29.59	30.26	31.02	31.80
Apprentice/Journeyman - 4 Year: Step 2	AP8	28.84	29.59	30.26	31.02	31.80
Apprentice/Journeyman - 4 Year: Step 3	AP8	29.76	30.51	31.20	31.98	32.78
Apprentice/Journeyman - 4 Year: Step 4	AP8	30.76	31.51	32.22	33.03	33.86
Apprentice/Journeyman - 4 Year: Step 5	AP8	31.75	32.50	33.23	34.06	34.91
Apprentice/Journeyman - 4 Year: Step 6	AP8	32.74	33.49	34.24	35.10	35.98
Apprentice/Journeyman - 4 Year: Step 7	AP8	33.73	34.48	35.26	36.14	37.04
Apprentice/Journeyman - 4 Year: Step 8	AP8	35.72	36.47	37.29	38.22	39.18

Schedule 'B'

**Agreed Exceptions to Standard Hours and Workweek**

**1. FLEET SERVICES SECTION**

- (a) A special shift may be arranged between the General Manager, Director, Manager and the Fleet Supervisor for reasons of efficiency in the maintenance of mobile equipment. However, those employed on such shifts shall receive two (2) consecutive days off, one (1) of which shall be Sunday.
- (b) Effective 2020 March 03, afternoon shift, either 3:30 p.m. to 1:00 a.m. or 4:00 p.m. to 1:30 a.m., Monday to Friday, inclusive.
- (c) Effective 2020 March 03, afternoon shift supervision, either 3:30 p.m. to 1:00 a.m. or 4:00 p.m. to 1:30 a.m., Monday to Friday, inclusive.

**2. WATER WORKS SECTION**

- (a) Afternoon shift, 4:00 p.m. to 1:30 a.m., Monday to Friday, inclusive.

**3. SEWERAGE & DRAINAGE SECTION**

- (a) Afternoon shift, 4:00 p.m. to 1:30 a.m., Monday to Friday, inclusive.

**4. ROADS AND CONSTRUCTION SECTION**

- (a) In high traffic, non residential areas, the street sweeper is utilized for a Monday through Friday shift of 9:30 p.m. to 7:00 a.m.
- (b) The Patroller position operates twenty-four (24) hours a day, seven (7) days per week, on a rotating shift basis.

**5. PARKS OPERATIONS SECTION**

- (a) Employees working as part of the Parks Pool Crew may be scheduled to work one (1) of the following shifts during the period of June 15 to September 15:

- SHIFT "A"** 5:30 a.m. to 3:00 p.m. – Monday to Friday (off Saturday and Sunday)
- SHIFT "B"** 12:30 p.m. to 10:00 p.m. – Monday to Friday (off Saturday and Sunday)
- SHIFT "C"** 5:30 a.m. to 3:00 p.m. – Saturday and Sunday, 7:00 a.m. to 4:30 p.m. – Monday to Wednesday (off Thursday and Friday)
- SHIFT "D"** 7:00 a.m. to 4:30 p.m. – Wednesday to Friday, 12:30 p.m. to 10:00 p.m. – Saturday and Sunday, (off Monday and Tuesday)

SCHEDULE "B" (cont'd)

(b) During the April through November boulevard maintenance season, due to safety concerns during high traffic periods, may utilize a crew for a Monday through Friday shift of 6:00 p.m. to 3:30 a.m.

(c) Effective 2020 March 03:

Employees assigned to grass cutting crews may be scheduled to work a modified schedule commencing on or near the beginning of March through to approximately the end of October with ten (10) hour shifts scheduled 6:30 a.m. to 5:00 p.m., four (4) days per week, with three (3) consecutive days off. The ten (10) hour shift will be the regular shift for overtime calculations. All paid time benefits (e.g. vacation, sick leave) are provided based on the standard working day of eight (8) hours. Any other issues arising from this schedule will be dealt with at Labour Management.

**6. ENVIRONMENTAL PROGRAMS SECTION:**

(a) Recycling Depot, 9:00 a.m. to 6:30 p.m., Wednesday through Sunday (two (2) Litter Attendant positions)

(b) Litter, 6:30 a.m. to 4:00 p.m., Wednesday through Sunday (one position)

(c) Litter, 6:30 a.m. to 4:00 p.m., Thursday through Monday (one position)

(d) Litter, 6:30 a.m. to 4:00 p.m., Saturday through Wednesday (Canada Line)

Additional amendments to Hours of Work may be made with the joint agreement of the Employer and the Union. See Letters of Understanding for further agreements.

\*All exceptions to standard hours of work outlined in Schedule 'B' are based on a compressed work week schedule.

## Schedule 'C'

### **Temporary, Auxiliary & Part-Time Employees**

1. The following definitions are in effect replacing all previous definitions.

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

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

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

**An Auxiliary Employee** is any other employee.

2. Seniority will commence from and be documented as the date upon which an employee becomes a Regular Full-Time Employee provided that employee successfully completes the probationary period of six (6) months satisfactory service. Only Regular Full-Time employees are permitted to acquire seniority.
3. The Employer and the Union will agree to a process whereby Temporary Full-Time Employees are given credit for time worked for use in the annual selection process for the filling of cyclical positions. Such a process will be documented in a manner acceptable to both parties with any requirements for change being a subject for discussion at Labour Management meetings or collective bargaining.
4. Temporary Full-Time or Auxiliary Employees will lose any and all recognition of length of service as the result of a break in service with the Employer which exceeds six (6) months.
5. Auxiliary employees are covered in part by Letter of Agreement #2. Should an Auxiliary employee wish to be considered for Temporary Full-Time vacancies, such employee should make application for consideration to the TFT Pool and if considered capable of so performing, will be given every consideration for same in the next in-take of new TFT's. In the calculation of service dates, hours worked as an Auxiliary will not be considered for inclusion.

6. **Benefits and Payments in Lieu of Benefits**

- 6.1 No other benefits shall be provided to Temporary Full-Time, Regular Part-Time, and Auxiliary Employees unless expressly stated in this paragraph, 6.1, or as agreed between the parties in the process outlined in paragraph 3, above.

- (a) Temporary Full-Time Employees will become eligible for benefits plans coverage in Medical Services Plan, Extended Health Benefits and Group Life Insurance

SCHEDULE "C" (cont'd)

commencing from the last date of hire in the calendar year an employee first acquires six (6) months of continuous full-time employment. Temporary Full-Time Employees will be paid the appropriate vacation pay percentage each pay period.

- (b) Auxiliary Employees 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 Auxiliary Employees who have accrued fifteen hundred (1500) hours of service in each of two (2) consecutive calendar years shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings.
- (c) (i) 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:
  - (i) a payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay;
  - (ii) 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;
  - (iii) 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
  - (iv) WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (ii) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph 6.1(c)(i), above, 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 6.1(c)(i), above, 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 6.1(c)(iii), below, commencing on the first of the month following the expiry of the benefit coverage.

SCHEDULE "C" (cont'd)

- (iii) All Regular Part-Time Employees not covered by paragraph 6.1(c)(i), above, 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 6.1(c)(iv), below.
- (iv) Effective 2020 March 03, 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, Family Leave and Jury Duty/Crown Witness 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.

**6.2 Public Holidays**

- (a) Auxiliary and Regular Part-Time Employees who have been employed for at least thirty (30) calendar days before a statutory holiday and have worked their last scheduled day preceding and their first scheduled day following the statutory holiday will receive pay at one and one-half (1 ½) times their regular wage for hours worked on the statutory holiday. Employees will be paid at normal overtime rates for any hours worked in excess of normal daily or weekly hours on the statutory holiday.
- (b) An employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.

**7. Hours of Work**

**7.1 Auxiliary Hours of Work**

- (a) Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for all Auxiliary Employees except in the case of an Auxiliary Employee working in a position normally occupied by a Full-Time Employee whose normal hours shall be deemed to be the normal hours of the Auxiliary Employee.
- (b) Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating:

on a seven (7)-day week basis, shall be permitted to work at straight time rates for up to eight (8) hours per day on any five (5) days during a work week (which for the

SCHEDULE "C" (cont'd)

purposes of this Clause shall be deemed to commence at 12:01 a.m. on Monday morning and to end at 11:59 p.m. on the immediately following Sunday).

on a six (6)-day week basis, shall be permitted to work at straight time rates for up to eight (8) hours per day on any five (5) days during the six (6)-day week as defined in the Collective Agreement.

- (c) None of the negotiated provisions in the 1977 Collective Agreements permitting employees to work other than the normal work week, shall be disturbed by the provisions of paragraph 7.1 (b) herein.

**7.2 Regular Part-time Hours of Work**

For purposes of applying overtime rates, normal daily and weekly hours for all Regular Part-Time Employees shall be deemed to be those of a Regular Full-Time Employee whose position is similarly classified.

**8. Overtime**

Overtime rates will be paid on the following basis to all Auxiliary and Regular Part-Time Employees:

- (a) Time and one-half for the first four (4) hours worked in excess of the normal daily hours in a day;
- (b) Two times for hours worked beyond four (4) in excess: of the normal daily hours in a day;
- (c) In any case where an employee has already performed work on five (5) days during the week, two times for any hours worked on the sixth (6th) and seventh (7th) days of work in that week.

**9.** No shift differential premiums will be paid to Auxiliary Employees unless they are relieving Full-Time Employees on shifts that would otherwise carry such premiums.

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

## Schedule 'D'

### Regular and Supplementary Vacations Table

#### Explanation of the Table

The figure to the left of the forward slash (/) shows the number of working days\* of regular annual vacation.

The figure to the right of the forward slash 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 five (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.

#### Notes:

\* Entitlement in working days is based upon a five (5) day work week.

\*\* In the first (1st) calendar year of employment, vacation entitlement is prorated based on each employee's start date, per Article 11.1(b). Therefore, the entitlement in the first (1st) calendar year of service is not identified in the table.

SCHEDULE "D" (cont'd)

**REGULAR AND SUPPLEMENTARY VACATION ENTITLEMENT TABLE  
IN WORKING DAYS FOR 2020 TO 2023, BY YEAR HIRED**

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

## Schedule 'E'

### **Employment Standards Act Principles**

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

- 1.** That, except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout, and nonstandard work week provisions) employees shall have not less than (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. Regular Part-Time and Auxiliary Employees shall not work more than five (5) consecutive hours without an unpaid eating period.

## **Letters of Agreement**

For reference and ease of communication purposes, the following Letters of Agreement are displayed with the current collective agreement. It is the intention of both Parties that Letters of Agreement be for the express purpose of defining and/or clarifying an issue with joint resolution during the time frame between collective agreement negotiation. Renewal provisions are defined within the body of each individual Letter of Agreement.

Should there be mutual agreement by both parties to create, terminate, or otherwise amend documented Letters of Agreement at a time other than formal collective bargaining, it is agreed that such action is to be accomplished via use of the Labour-Management Committee.

The following Letters of Agreement are displayed in their entirety:

1. Relief Assignments
2. Use of Auxiliary Workers
3. Temporary Full-Time Employee Procedures
4. Patrollers
5. Compressed Work Week
6. Conversion of Long-Term TFT Employees to RFT Status

## Letter of Agreement #1 – Relief Assignments

### **City of Richmond and CUPE Local 394**

Whereas the parties agree that the following principles shall be respected in the maintenance of the relief system:

- The Relief System is a primary strategic resource for Works Yard employee development and succession in addition to providing an organized program for temporary replacement of absent Regular Full-Time employees. Relief assignments are to be part of a training and development regimen. The opportunity for employees to act in higher classifications to reinforce learned technical and supervisory skills while receiving coaching, mentoring, and performance reviews designed to help them succeed are important elements in improving the culture and capability of the Works Yard.
- The use of relief staff should not cause operational difficulties, such as “downing” of crews.

The parties agree to the following provisions with respect to the operation of the relief system:

#### 1) Posting and Selection for Relief Positions

- a) Before positions requiring relief, the number of relief opportunities to be assigned to each position, and the number of relief positions an employee may hold are designated by the City, they shall be jointly discussed with the Union.

It is expected that all supervisory and many specialized, technical positions will be designated as part of the relief system. Relief opportunities may be identified for a classification (e.g. Water Service Maintenance Workers) or a subset of the positions within a classification (e.g. all Supervisor 4s in Parks Operations OR a Supervisor 4 with a specific PCC number)

- b) Relief postings so designated will be posted in accordance with section 14.9 (Job Postings) of the collective agreement. Regular Full-Time and Temporary Full-Time Employees shall be eligible to apply for posted relief positions.
- c) The required qualifications in a relief posting may differ from that of a full-time position in the same classification. Where this is the case, the posting will specify the additional requirements and the time period in which they must be obtained; an employee will relinquish their posted relief position if they fail to achieve the additional requirements for the full-time position with the specified period.
- d) Selection of relief staff will give preference to applicants within the division of the relief opportunity and apply the promotional policy as identified in Article 14.2 (a). Exceptions where relief are selected from beyond the operating division will be discussed at Labour-Management.
- e) Relief positions may have to be relinquished by RFT employees obtaining a permanent transfer to another division. If the relief position had been filled within the last thirty days by the successful candidate the manager may appoint the next-most-senior qualified applicant rather than re-initiating the posting process.

## LETTER OF AGREEMENT #1 (cont'd)

For short term, temporary transfers to another division, the relief position need not be relinquished nor reposted, but the employee may not be able to act as relief for the transfer period because of potential disruption to the division to which he/she is temporarily assigned.

### 2) Assignment to Available Relief Opportunities

- a) Employees possessing Relief postings are not automatically guaranteed the relief assignment by the simple absence of the RFT incumbent. Each assignment as relief is to be determined by the Manager or delegated Supervisor. An employee may not be assigned if there is no need to fill the vacancy, but consideration must also be given to developmental opportunities.
  - i) If a relief employee is not available for relief, an employee having posted relief in the same class or the next senior capable person will be considered for the opportunity.
  - ii) Situations arising for in-shift acting appointments after the commencement of the work day will be resolved in accordance with Clause 14.2 of the collective agreement from available staff within the division or work group.
  - iii) If a person is denied an offered relief opportunity because of operational need in his/her RFT position and it is filled by another employee, the posted relief will also receive the appropriate compensation for the time worked by the other employee.
- b) An employee shall assume the hours of work of the relief position for the days to which they are so assigned when pre-scheduled for the relief.
- c) If an employee's regular full-time position is at a higher wage rate than that of the employee's relief position, the employee will be paid the rate for the job that is being done in relief even though it represents a decrease in hourly earnings.
- d) An employee who holds a relief position is required to accept offered relief opportunities when available for work (i.e. present at work on the same day and not operationally restricted from accepting the opportunity). Employees who unjustifiably refuse their relief opportunities three times shall be removed from their posted relief position and will not be eligible to reapply for the same relief position in the next six months.

### 3) Overtime Callout Procedures

Within the Overtime Callout list procedures, these rules shall be applied:

- Overtime at the end of a shift goes first to whomever is working the job irrespective of seniority, length of service, or home division.
- A Relief assignment does NOT affect the callout opportunity in the incumbent's home division unless the relief or temporary assignment is for a period of three (3) full calendar weeks or longer.

LETTER OF AGREEMENT #1 (cont'd)

- A Relief incumbent does NOT get placed on the callout listing in the relief or temporary assignment until serving in that role for three (3) full calendar weeks or longer – unless the callout list has been exhausted and the relief incumbent is available.
- If a person wins a seasonal posting in another department, the relief incumbent is given immediate rights to be placed on the callout list in the employing department.
- An employee cannot be on more than one callout list at a given time.

4) The Relief System and Further Career Development

- a) It is agreed that performance in relief assignments will be considered in assessing the knowledge, ability, and skills of the employee within the context of Article 14.2 – Promotional Policy of the collective agreement, which governs the selection of applicants in promotions, demotions, transfers or re-employment.
- b) For Relief and RFT positions of Supervisor 2 and above, the Parties agree that programs will be identified or created for the development of the required supervisory and technical skills.

5) Renewal and Amendment Process for Relief System:

Both parties recognize that operational issues may arise necessitating amendment or cancellation of the program. The following process will guide changes to this program:

- a) Both parties agree to jointly discuss and seek resolution of operational issues at the Labour-Management meetings.
- b) This Letter of Understanding is attached to and forms part of the collective agreement and will remain in effect for the term of the current Collective Agreement. It can be cancelled by either Party with sixty (60) days written notice to the other Party or such other time frame as mutually agreed by the parties. Prior to providing notice of termination, both parties agree to fully discuss same at Labour-Management. Neither party shall have the right to grieve termination of this Letter of Agreement by the other provided proper notice was provided.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

For the City of Richmond

For CUPE Local 394

\_\_\_\_\_  
"Jim Tait"

\_\_\_\_\_  
"Thomas Knowles"

\_\_\_\_\_  
"Kari Laing"

## **Letter of Understanding #2 – Use of Auxiliary Workers**

### **City of Richmond and CUPE Local 394**

The purpose of this Letter is to provide guidance to both parties concerning the underlying spirit and intent for the use of Auxiliary Employees as defined in the Collective Agreement: Schedule 'C' – Temporary and Auxiliary Employees, Clause (1).

It is understood by both parties this Letter will not supersede, replace or in any way be used in the interpretation or clarification of the terms and conditions contained within the Collective Agreement in force between the City of Richmond and CUPE, Local 394.

For purposes of operational clarity:

1. Auxiliary Employees are to be used specifically for work assignments that are not expected to exceed 20 consecutive full working days.

Should an Auxiliary Employee's assignment exceed the aforementioned 20 consecutive full working day time frame, such employee will immediately be classified as a Temporary Full-Time Employee. Additionally, the employee is to be advised in writing of the expected period of time the assignment is to last (which may be extended or cut short by extenuating circumstances).

The employee must irrevocably choose the commencement date of Temporary Full-Time Employee status. The only two options are:

- (a) The Temporary employee designation backdated to commencement of the 20-day continuous work assignment as an Auxiliary Employee. An Auxiliary Employee retroactively made a Temporary employee will have to reimburse the City for having received a percentage of regular earnings as a premium payment in lieu of all benefits; or
- (b) The Temporary employee designation commencing on the 21st day from commencement of the continuous work assignment as an Auxiliary Employee.

Both parties recognize the importance to the employee of proper designation of either Auxiliary or Temporary employee status from the outset.

2. It is intended that Auxiliary Employees are to be used for short term vacancies caused by specific work assignments, short term sickness, WCB and vacation absences, etc. Although not limited in scope, the City will undertake to manage the use of Auxiliary Employees in a manner that provides clarity of work and term assignment to the employee.



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**Auxiliary Status to Temporary Full-Time Status  
Employee Election of Commencement of Work Assignment  
CUPE 394 – Public Works Yard/Parks Department**

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This form is to be completed ONLY by an Auxiliary Employee whose assignment exceeds 20 consecutive full working days resulting in an immediate classification to Temporary employee status.

In accordance with the Letter of Understanding regarding Use of Auxiliary Workers, the employee must IRREVOCABLY choose the commencement date of Temporary Employee status.

- The temporary employee designation is to be backdated to commencement of my 20-day continuous work assignment as an Auxiliary Employee. I understand I will have to reimburse the City for having received a percentage of regular earnings as a premium payment in lieu of all benefits.
  
- The temporary employee designation is to commence on the 21st day from the commencement of the continuous work assignment as an Auxiliary Employee.

I, \_\_\_\_\_, understand my election of this commencement date  
*print full first and last name of employee*

is a decision that cannot be altered at any future date and I confirm that I have been given the opportunity to discuss the advantages and disadvantages of this election with my Union representative.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
*full signature of employee*

Witness: \_\_\_\_\_

Copies to:

- Employee
- Human Resources
- Payroll
- CUPE 394

## Letter of Agreement #3 – Temporary Full-Time Employee Procedures

### City of Richmond and CUPE Local 394

This Letter of Understanding sets out the process and procedures governing the Parties in the City's cyclical utilization of Temporary Full-Time employees (TFT's). This Letter will not supersede, replace or in any way be used in the interpretation or clarification of the terms and conditions contained within the Collective Agreement in force between the City of Richmond and CUPE, Local 394. Schedule 'C' defines the benefit eligibility for all TFT employees and terms for recognition of length of service.

#### **1. TFT Labourers**

A temporary work force in Parks and Public Works Operations is used each year to meet cyclical and project needs.

- (i) Temporary Full-Time (TFT) Labourers shall be hired in the classification of Labourer 1 and provided with an anticipated end date to their employment term. Work will cease as determined by each Operating Section (Current Operating Sections Include: Environmental Programs, Fleet, Parks, Roads & Construction, Sewage & Drainage, Water, and Work Control Centre) and a reduction of the TFT's is to be accomplished within each Operating Section by roughly following the "last in, first out" rule within the Operating Section's service list.
- (ii) After satisfactory completion of their first season of employment, TFT Labourers who are eligible to return the following season shall be returned to the Operating Sections within Parks and Public Works using length of service as a rough sequence guide for returnees. The Parties recognize that it may be necessary to call in or keep employees out of order because of "Special Skills" or other such factors as weather, project funding, timelines and required resources based on operational need. Both parties agree to jointly discuss and seek resolution of issues at the Labour Management meetings.
- (iii) TFT Labourers may request a transfer from one Operating Section to another during their term of employment. TFT Labourers may be transferred from one Operating Section to another by the Employer based on business or operational needs.

*Note: Length of service commences from the last date of hire in the calendar year an employee first acquires six (6) months of continuous full-time employment, either as a TFT or Regular Full-time employee and thereby also acquiring eligibility for applicable benefit plan coverage, provided however the employee does not voluntarily resign or subsequently experience any period of broken service exceeding six (6) months.*

**2. Auxiliary Applicants**

Auxiliary Employees may apply for TFT vacancies. These auxiliary candidates for TFT vacancies will be given consideration before candidates external to the City are employed and if not chosen will be advised of the reasons.

Service ranking as an auxiliary will be calculated in the Auxiliary Candidate section on the TFT listing from regular straight-time hours provided by payroll as at December 31st of the preceding calendar year. Auxiliary service is to be used by employing managers as an indicator only and will not be used in any way for TFT/RFT length of service or seniority.

**3. Refusal of TFT Labourer 1 Offers of Employment:**

Divisions within Public Works and Parks will work with Human Resources to make offers of re-employment as TFT Labourer 1s per the procedures established by the City and CUPE, Local 394. If a TFT elects not to take a position so offered by an employing department, is not available for employment for the offered intake date, is not reachable, or fails to return phone messages within 24 hours from the time of the first documented phone call by Human Resources, that individual will be considered for the next available intake. Three such instances of unavailability will result in removal from the TFT list. The individual may re-apply as a completely new candidate in subsequent years and will be given the same consideration as any other new hire.

**4. Vacation:**

Effective 2020 March 03:

It is agreed that TFT employees will accumulate earned vacation credits in a bank from which they can draw upon the accumulated time for paid vacation leave, subject to the collective agreement and approval of the leave subject to departmental guidelines provided such request is not in the prime vacation time of Regular Full-Time Employees nor displaces vacation requested by any Regular Full-Time Employee. It is also emphasized that TFT's are employed, in part, for the express purpose of relieving Regular Full-Time Employees on vacation and under no circumstance is a TFT to be hired for the purpose of replacing another TFT on vacation. Temporary Full-Time Employees receiving vacation under this Letter of Agreement shall have their annual vacation prorated for the proportion of the calendar year worked. When calculating placement on the vacation grid for the second and subsequent years of service, years of service will be prorated on the basis of the number of full-time equivalent hours worked by the Temporary Full-Time Employee.

**5. Training During Annual Off Periods:**

It is agreed that TFT employees usually go through an annual employment cycle with termination near the end of one calendar year and re-hire the next calendar year in accordance with the cycle of budget, weather, and operational needs. Both parties have agreed that TFT employees may be transferred to Auxiliary status in the period between

LETTER OF AGREEMENT #3 (cont'd)

termination and re-hire for the express purpose of facilitating administrative sign-on/wage payment by HR/Payroll. This is being done to enable selected TFT's to have short term (less than one week) job-specific training made available to them in the off-period.

**6. TFT Tradespersons:**

Trades personnel may be employed for a specific term or project, for example, a Painter within Facilities or a Mechanic within Fleet Maintenance. These positions are in a separate category that will not be considered a part of this defined TFT-Labourer 1 process. Human Resources will maintain a separate listing of TFT-Trades personnel. Where a qualified trades person is hired for a Labourer 1 position or chooses to seek employment for future Labourer 1 positions, they may be included in the TFT-Labourer 1 list. When included in the TFT-Labourer 1 process, these individuals will be removed from the list if required by the terms of Section 3 of this LOA, "Refusals of TFT Labourer 1 Offers of Employment".

7. The topic and status of TFT's will become a regular agenda item at Labour-Management meetings and every effort will be made to resolve questions and further develop this process.
8. This Letter of Agreement will remain in effect for the term of the current Collective Agreement unless amended or terminated during the term of the Collective Agreement with the agreement of both parties.

Signed this 26 day of November, 2020.

For the City of Richmond

For CUPE Local 394

"Laurie Bachynski"

"Rob Boily"

"Cindy Thomas"

"Scott Burbidge"

## Letter of Agreement #4 – Patrollers

### City of Richmond and CUPE Local 394

The undersigned bargaining representatives, acting on behalf of the City of Richmond and the Canadian Union of Public Employees, Local 394, agree to the following:

1. The intent of the Patroller program is to provide assistance and support across different divisions of the City, often acting as a first responder to Public Works and Parks Operations–related issues, troubleshooting and isolating problems, taking immediate short-term action to resolve issues, and determining appropriate courses of action - including requests for appropriate staff to be called in.
2. **Hours of Work**
  - a) Schedule: An alternate work schedule is required for the Patrollers to provide 24/7 coverage. This shift may be amended with joint agreement of the Parties and is currently established as 12 hour shifts, scheduled 6:00 a.m. to 6:00 p.m. or 6:00 p.m. to 6:00 a.m. with a shift rotation of four shifts worked followed by four shifts off (4 on, 4 off) with the blocks of shifts worked normally alternating between days and nights (i.e. 4 day shifts, 4 off, 4 night shifts, 4 off – repeat) unless a pair or pairs of employees agree that they will share the days and nights in a different arrangement and it is approved by their Manager.
  - b) Lunch Breaks and Rest Periods: The 12 hour shift is inclusive of a one-half hour unpaid lunch break after four hours, a one-half hour paid lunch break after the second four hours, and ten-minute paid rest periods after every two-hour period where a meal break is not scheduled.
  - c) Pay for hours worked: Employees will be paid at straight time rates for varying amounts each pay period based on their scheduled shifts in each bi-weekly period and averaging 40.25 hours of regular time per week.
3. **Overtime**

Any overtime required beyond the regular work day of 12 hours shall be paid at time and one-half for the first hour and at double time thereafter.
4. **Conversion of Benefits from Days to Hours:**

Vacation entitlement and credits for Deferred Vacation, Sick Leave benefits, and Gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee’s credit by eight (8) hours. For example, an employee entitled to fifteen (15) days vacation will be entitled to  $15 \times 8 = 120$  hours vacation time. The maximum accumulation for sick leave credits will also be converted to hours. All deductions or debits shall be made based on actual hours used, e.g. 11.5 hrs/ day.

LETTER OF AGREEMENT #4 (cont'd)

**5. Public Holidays**

Providing 24/7 coverage, Patrollers will be required to work public holidays. In addition to compensation for any time worked per the collective agreement provisions, Patrollers will receive 8 hours of lieu time for each of the twelve (12) Public Holidays.

6. Absentee Replacement: Should an employee not be able to work his/her shift, the manager will make the decision whether to fill the role utilizing an Auxiliary, Relief, TFT, or RFT employee.

7. During the term of this agreement, the Union will be advised in advance of planned revisions to the Responsibilities and Duties Manual for the Patrollers and provided the opportunity for joint discussion with management before changes are implemented.

8. This Letter of Agreement will remain in effect for the term of the collective agreement. The Agreement can be amended with the agreement of both parties or can be cancelled by either Party with sixty (60) days written notice to the other Party.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

For the City of Richmond

For CUPE Local 394

\_\_\_\_\_  
*"Jim Tait"*

\_\_\_\_\_  
*"Thomas Knowles"*

\_\_\_\_\_  
*"Kari Laing"*

## **Letter of Agreement #5 – Compressed Work Week**

### **City of Richmond and CUPE Local 394**

The undersigned bargaining representatives, acting on behalf of the City of Richmond and the Canadian Union of Public Employees, Local 394, agree to continue the compressed work week following the expiry of its trial period on December 31, 2008 as follows:

#### **Shifts**

The Compressed Work Week, except where otherwise agreed, will be a shift pattern known as the “nine day fortnight”. Employees will work a schedule designated by the employer with five (5) consecutive days worked in one week and four (4) consecutive days worked in the other week. Between these periods of work, the number of days off will alternate between two (2) and three (3). There shall be nine days of work in each pay period.

#### **Hours of Work**

Employees will work 80 hours per pay period. Except where otherwise agreed, employees will work eight (8) hours and fifty-three (53) minutes each day, scheduled according to the Nine Day Fortnight schedule between Monday and Friday and between the hours of 6:00 a.m. and 5:00 p.m. The regular hours of work shall be worked within nine and one-half (9 ½) hours per day, including a one-half (½) hour unpaid meal break. The rest periods or meal break defined in 14.1 shall be extended by a total of 7 minutes of unpaid time in order for the hours worked to total eight (8) hours and fifty-three (53) minutes.

#### **Overtime**

For those employees on a Compressed Work Week schedule, the adjusted hours of work shall be considered the regular shift. Overtime on scheduled working days will be paid for hours beyond the regular shift as per the provisions of the Collective Agreement.

Where an employee is required to work on the third consecutive day off in any pay period, (commonly referred to as the Compressed Day), they shall be given another day off in lieu. The lieu day should be scheduled within the same pay period, but where this is not possible the additional hours worked within this period shall be banked at straight-time.

#### **Public Holidays**

Public Holidays will be calculated and paid on the basis of eight (8) hours per holiday for forty (40) hour per week employees.

LETTER OF AGREEMENT #5 (cont'd)

**Conversion of Benefits from Days to Hours**

Vacation entitlement and credits for Deferred Vacation, Sick Leave benefits, and Gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee's credit by eight (8) hours. For example, an employee entitled to fifteen (15) days vacation will be entitled to  $15 \times 8 = 120$  hours vacation time. The maximum accumulation for sick leave credits will also be converted to hours.

All deductions or debits shall be made on the basis of actual hours used, calculated for the Nine Day Fortnight at eight hours and fifty-three (53) minutes per day (8.89 hours).

**Evaluation**

The following criteria will be used for ongoing assessment of the Compressed Work Week:

- (a) No adverse effect on customer service or operations
- (b) No additional costs to the employer
- (c) Review impact on overtime and absenteeism

**Term of Agreement**

This Letter of Agreement will remain in effect for the term of the collective agreement. The Agreement can be amended with the agreement of both parties or can be cancelled by either Party with sixty (60) days written notice to the other Party.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

For the City of Richmond

For CUPE Local 394

\_\_\_\_\_  
*"Jim Tait"*

\_\_\_\_\_  
*"Thomas Knowles"*

\_\_\_\_\_  
*"Kari Lainq"*

## Letter of Agreement #6 – Conversion of Long-Term TFT Employees to RFT Status

### City of Richmond and CUPE Local 394

In response to the Chief Administrative Officer's desire to provide for enhancements to the job status of long-term Temporary Full-Time employees, this Letter of Understanding sets out the processes and procedures agreed to by the City of Richmond and CUPE 394 for the conversion of eligible Temporary Full-Time (TFT) employees to Regular Full-Time (RFT) status and is effective retroactively to January 1, 2008.

#### 1. Eligibility

- a) To be eligible for conversion from Temporary Full-time (TFT) to Regular Full-time (RFT) status, a Temporary Full-Time (TFT) employee must have first completed six (6) continuous months of full-time TFT service followed by six (6) additional months of TFT service (which need not be continuous) without having a break in TFT service of more than six (6) months.
  - (i) *TFT Service*, as referenced above, is defined as including time worked at straight-time rates (regular earnings), time taken off with earned credits used (e.g. paid vacation leave, paid sick leave, or banked time taken), any time off paid by WorkSafeBC, and up to two weeks of authorized unpaid leave. Service does not include time worked on overtime or callouts and does not include any unpaid leaves longer than two (2) weeks, whether authorized or unauthorized.
  - (ii) Time worked as a supernumerary during an educational work placement (e.g. co-operative education work terms) will not be included as service for the purposes of determining eligibility for conversion from TFT to RFT status.
  - (iii) The length of service for any employee who voluntarily ends their TFT employment with the City before completing their TFT assignment(s) to the projected end-date specified in their offer letter, or as otherwise agreed, will be reset to zero (0). Should the individual subsequently be re-employed by the City, only time after this re-employment will be eligible for consideration in determining eligibility for conversion from TFT to RFT status.

LETTER OF AGREEMENT #6 (cont'd)

2. Application of Existing Collective Agreement Provisions, Schedules, and Letters of Agreement

a) 11.1 Vacations

Following conversion from TFT to RFT status, the collective agreement's vacation provisions for RFT employees shall apply, although where an employee is RFT for less than a full year, their vacation will be prorated as described in the collective agreement. Similarly, where an employee is laid off before the end of a calendar year, their vacation allocation will be prorated and if more vacation has been taken than the employee is entitled after the proration, the difference must be repaid.

The City and the Union agree that TFT employees will accumulate earned vacation credits in a bank from which they can draw upon the accumulated time for paid vacation leave, subject to the collective agreement and approval of the leave subject to departmental guidelines.

b) 13.3 Dental Plan

Employees converted from TFT to RFT status under these provisions will be eligible immediately for Dental benefits on the date of their status conversion as the six month waiting period required of RFT employees will be deemed to have been served during their TFT service.

c) 13.9 Pension

Eligibility for participation in the Municipal Pension Plan is governed by the Municipal Pension Act. With conversion from TFT to RFT, an employee may become eligible for participation in the plan at an earlier date than if they had remained with TFT status.

d) 14.9 Job Postings and 14.2 Promotional Policy

An employee converted to RFT status will be awarded an RFT position as a Labourer 1, as allowed by Article 14.9 (a). No other position may be awarded on an RFT basis without a competition for a posted position as required by this provision.

e) 14.4 Probationary Period

(i) Because TFT employees do not serve a probationary period, after conversion from TFT to RFT, an employee shall:

1. be on probation until the completion of six (6) months of satisfactory service;
2. be granted seniority upon completion of this probation period back to the date of conversion;

LETTER OF AGREEMENT #6 (cont'd)

- (ii) After conversion from TFT to RFT, an employee shall work for twelve (12) continuous months as an RFT employee before being reclassified from Labourer 1 to Labourer 2 as required by Article 14.4(d). It is recognized that although classified as Labourer 1 in these twelve (12) months, employees may be assigned to work in higher classifications during this period.

Where an RFT employee is laid off and subsequently recalled, their employment before and after their layoff will be recognized as continuous for the purpose of Article 14.4(d).

f) Schedule 'A': Rates of Pay

- (i) There shall be no impact on an employee's rate of pay as a result of a conversion from TFT to RFT status under these provisions.
- (ii) Where an employee is in a position with steps in the wage schedule, there shall be no impact on the employee's anniversary date for adjustments from one step to the next as the result of a conversion from TFT to RFT under these provisions and there shall be no change in step at the time of conversion.

3. Breaking Ties in Seniority

It is agreed that where multiple employees share the same seniority date as a result of multiple conversions occurring on the same date, these ties in seniority shall be broken for the purposes of layoff and recall provisions (Articles 14.5 and 14.6) by referencing the first day of the six (6) continuous months described in 1(a) of this Letter of Agreement.

It is further agreed that for RFT employees working in the classification of Labourer 1, work will cease as determined by each Operating Section (Current Operating Sections include: Environmental Programs, Fleet, Parks, Roads & Construction, Sewage & Drainage, Water, and Work Control Centre) and a reduction of the RFT Labourer 1s is to be accomplished within each Operating Section by roughly following the "last in, first out" rule within the Operating Section's service list.

4. Elimination of TFT 'Senior Pool'

It is agreed that the 'Temporary Full Time Employee Procedures' Letter of Agreement attached to the 2007-2011 Collective Agreement will be amended to remove the provisions for a 'Senior Pool'.

LETTER OF AGREEMENT #6 (cont'd)

5. Settlement of Disputes

Disputes pertaining to this Letter of Agreement and employees affected by this Letter of Agreement will be dealt with by the Labour-Management Committee. Should the parties fail to resolve the dispute at the next scheduled Labour Management meeting, the Union may proceed with the grievance procedure.

This Letter of Agreement will be attached to and form part of the 2020-2023 collective agreement and may be amended or terminated at any time during this term with the agreement of both parties. Renewal of this Letter of Agreement will be an issue for discussion at collective bargaining.

Signed this 26 day of November, 2020.

For the City of Richmond

For CUPE Local 394

"Laurie Bachynski"

"Rob Boily"

"Cindy Thomas"

"Scott Burbidge"