

2020 – 2021

COLLECTIVE AGREEMENT

between the

CORPORATION OF THE CITY OF NORTH VANCOUVER

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389

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THIS AGREEMENT made and entered into this first day of January, in the year of our Lord, Two Thousand and Twenty (2020).

2020 – 2021

BETWEEN:

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

(hereinafter called the "Employer")

OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389

Being an organization of the employees of the Corporation of the City of North Vancouver engaged in Street, Water, Sewer, Parks, General Maintenance, and Clerical Work

(hereinafter called "the Union")

OF THE SECOND PART

WHEREAS it is the desire of both parties to this Agreement to maintain the existing harmonious relationship between the Employer and the employees, to recognize the mutual value of joint discussions and negotiation in all matters pertaining to promote the well-being, morale and security of those employees included in the bargaining unit; and for the purpose of implementing the spirit and intent of the foregoing and without surrendering the right of the Employer to determine policy, it is agreed that where a change of policy affects employees' security to a major extent the Union will be advised of such contemplated change and an opportunity afforded to the Union representatives to consult with the Employer's representatives in the practical application of such contemplated change;

AND WHEREAS, the parties to the second part have formed a Union, hereinafter called "the Union";

AND WHEREAS, the Employer approved and recognizes the Union as sole Bargaining Agency on behalf of its employees engaged in street, water, sewer, parks, general maintenance, and clerical work;

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

AND WHEREAS, the coverage of this Agreement shall apply to all those employed by the Employer who occupy the position classes listed under Schedules "A" and "B" of this Agreement and amendments thereto by agreement of the parties or in accordance with the Labour Code:

NOW THEREFORE, THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE 1: TERM OF AGREEMENT

This Agreement shall be for a term of two (2) years with effect from 2020 January 01 to 2021 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code this Agreement shall continue in full force and effect, and neither party shall make any change nor alter the terms of this Agreement until

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

whichever is the earliest.

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

ARTICLE 2: UNION SECURITY

2.1 Union Membership

All present employees who are now members of the Union shall remain members of the Union. All new employees, shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.

2.2 Dues Deduction

The Employer agrees to honour assignments of wages for Union Dues and Fees, upon receipt by the Director, Finance of a signed authorization form from the employees concerned at least ten (10) days prior to the regular time of making such deductions that month.

2.3 Remittance of Deduction

The Employer agrees to remit the deductions, made under Article 2.2 to the Union each month together with a list of those employees from whom such deductions were made. Such deductions and list shall be forwarded to the Union, not later than the tenth (10th) day of the month following the month for which such deductions were made.

ARTICLE 3: HOURS OF WORK

3.1 Regular Hours

- (a) The regular hours of work for Outside employees shall not exceed eight (8) hours per day nor forty (40) hours per week, Monday to Friday inclusive.
- (b) The regular hours of work for Inside employees shall not exceed seven (7) hours per day nor thirty-five (35) hours per week, Monday to Friday inclusive.
- (c) The working week shall commence at 8:00 a.m. Monday for Outside employees and at 8:30 a.m. Monday for Inside employees.
- (d) Outside employees shall be entitled to one-half ($\frac{1}{2}$) hour for lunch; and Inside employees shall be entitled to one (1) hour for lunch.
- (e) It is agreed that Telephone Operator/Receptionist (RCMP Detachment), Communications Operator 1 and 2 and Police Clerk shall continue on a five (5) day on, two (2) day off schedule within a six (6) day operation Monday to Saturday, on a seven (7) hour working day with shift differential applied as per Agreement.

In the event of a seven (7) day operation the aforementioned operators' schedules shall not exceed a six (6) day on, two (2) day off to an average of thirty five (35) hours weekly over a reasonable number of weeks.

3.2 Non-Regular Hours

Notwithstanding Article 3.1 of the Collective Agreement, it is agreed that certain essential duties are necessarily performed on Saturdays and Sundays and/or with daily starting times other than 8:00 a.m. for Outside employees and 8:30 a.m. for Inside employees. It is further agreed that those classes of employees set out in Schedule "C" attached hereto, may have a normal work week other than Monday through Friday and/or with daily starting times other than those

mentioned above, and that classes included in the said Schedule "C" may be altered or added to from time to time according to civic requirements, by mutual consent of the parties hereto.

It is agreed that, subject to working out specific details, the Employer shall be at liberty to implement a seven (7) day work week for its street cleaning operations. It is understood and agreed that each employee who might be engaged in such operations will be entitled to two (2) consecutive days off per week.

3.3 Hours Free Between Work Periods

- (a) Except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout and non-standard work week provisions) employees shall have not less than eight (8) consecutive hours free from work between each shift worked and not less than thirty-two (32) consecutive hours free from work each week.
- (b) 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.

3.4 Eating Period

The eating period provided under 3.1(d) shall be scheduled so as to prevent any employee from working more than five (5) consecutive hours without an unpaid eating period.

3.5 Rest Periods

It is agreed and understood that all employees shall be permitted a ten (10) minute rest period both in the first half and second half of each working shift. It is further understood and agreed that such periods shall be taken at times that will cause the least possible interference with the work in which the employees are engaged.

3.6 Special Shift

- (a) A special shift shall be defined as eight (8) consecutive hours in a twenty-four (24) hour period commencing with the start of such shift. It is agreed that the special shift shall be completed between 8:00 a.m. Monday and 8:00 a.m. Saturday in any week.
- (b) That the Employer guarantees a minimum of forty (40) hour work week, exclusive of overtime payments.
- (c) That the employee shall be advised at least fifteen (15) hours prior to the commencement of such special shift that the employee will report for work on such special shift.

- (d) That between the end of such special shift and the return by the employee to the regular day shift, not less than sixteen (16) hours shall have elapsed before the employee returns to the regular day shift.
- (e) Notwithstanding the provisions of Article 3.6, it is agreed and understood that certain Park Attendants (includes a Cemetery Caretaker) as designated by the City Engineer may be required to work on Saturdays and/or Sundays. However, such employee shall not be required to work more than five (5) consecutive shifts, which shall be followed by two (2) consecutive days off. It is agreed and understood further, that in addition, the provisions of Article 3.6(b), (c), (d), and Article 4.8 shall apply.
- (f) It is agreed that the application of Article 3.6(a) of the Collective Agreement shall be limited to emergent situations, and that the Union office will be notified of the institution of any special shift as soon as possible following the decision by the Employer to institute it. Notwithstanding the provisions of the said Article 3.6(a), a special shift may be instituted to take place at any time, subject to the aforementioned provisions.
- (g) Where the employee is required to work a special shift that day, such employee shall be paid for the hours worked, other than the hours of the special shift at overtime rates with a minimum of two (2) hours at such overtime rates.

3.7 Split Shift

- (a) A split shift shall be confined to the regular work week, Monday to Friday inclusive.
- (b) Where an employee works a split shift, the shift shall be completed within twelve (12) hours of commencing such shift.
- (c) The Employer guarantees a minimum of forty (40) hours work week exclusive of overtime payments.
- (d) The employee required to work such Split Shift shall be advised prior to the completion of the regular shift on the day previous to the day upon which the employee is to work the split shift.
- (e) A premium rate of ten cents (10) per hour shall be paid for each hour of the second portion of the split shift. Where an employee is required to work a split shift that day, the last portion of such shift shall be at overtime rates, with a minimum of two (2) hours' pay at such overtime rates.

3.8 Hours of Work – Auxiliary Employees

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.

- 3.9 Other hours of work provisions in the Agreement include Schedule "C", Schedule "F", and Hours of Work Letter of Understanding.

ARTICLE 4: CLASSIFICATION AND PAY

4.1 Job Evaluation

Section 1: Class Specifications

The Employer shall prepare and maintain class specifications describing the duties, responsibilities and requirements of all positions covered by this Agreement and shall provide the Union with copies of same.

Section 2: Changes in Classification

Where, during the term of this Agreement the Union or incumbent employee believe that

- (a) a position has been allocated to an inappropriate class; or
- (b) an existing position has been inappropriately reclassified; or
- (c) a new position has been inappropriately classified

such matter shall be the subject of discussions between the parties, and failing agreement within sixty (60) calendar days, the Union may resolve any dispute relating to classification by referring the matter to step 3 of the Grievance Procedure.

Section 3: Changes in Valuation

Where, during the term of this Agreement

- (a) the Union believes that a class is incorrectly valued; or
- (b) the Employer revalues an existing class or values a new class covered by this Agreement

such matter shall be the subject of discussions between the parties, and failing agreement within sixty (60) calendar days the Union may resolve any dispute relating to the valuation of a class by referring the matter to the next round of collective bargaining between the parties. By mutual agreement the Union and the Employer may refer a valuation dispute to a third party for final and binding resolution.

In the event that a position or class of positions is reclassified or revalued, the following shall apply:

- (i) In the event a position or class of positions is reclassified upwards, each incumbent shall receive the new rate for the class in all cases where there exists a single rate of pay for

the class. In those cases, where there exists a pay range for the class, each incumbent shall be placed on the lowest step of the pay range that exceeds the incumbent's previous rate. The increment date for each incumbent shall be amended to accord with the effective date of the adjustment.

- (ii) In the event a class of positions is revalued, each incumbent shall receive the new rate for the class in all cases where there exists a single rate of pay for the class. In those cases, where there exists a pay range for the class, each incumbent shall be placed on the same step of the new pay range that he or she occupied on the old pay range for the class. The increment date for each incumbent shall not be amended.
- (iii) In the event a position or class of positions is reclassified or revalued downwards, the incumbent(s) shall suffer no loss of pay but shall be granted no general increase until the revised rate of pay is reached.

Section 4: Effective Dates

Any change in rate of pay for an employee as a result of either reclassification or revaluation pursuant to Sections 2 and 3 above shall be retroactive to the date the position was filled in the case of a new position, to the date the reclassification or revaluation was received in the Human Resources Department, or to any other date mutually agreed to by the parties.

4.2 Definitions of Employees

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

A Temporary Full-Time Employee is an employee who is employed on a full-time basis as set forth above, for a definite and limited period of time, but not less than twelve (12) consecutive weeks (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).

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

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

An Auxiliary Employee is any other employee.

An Auxiliary Employee who has been employed full-time for more than twelve (12) continuous weeks shall commence on the first day of the thirteenth (13th) week, for the duration of full-

time employment, to be designated as Temporary Full-Time. Upon being converted to Temporary Full-Time the employee shall cease to qualify for a percentage in lieu of benefits and commence serving the eligibility period for provisions applicable to Temporary Full-Time Employees.

4.3 Probation Period

(a) Every employee who commences employment with the Employer on or after the date of execution of this Agreement by the Employer shall have probationary status during the first continuous six (6) months of employment. An employee shall not accumulate seniority rights during the probation period. However, upon the successful completion of the probation period an employee's seniority shall be calculated based on the employee's date of hire. Where a probationary employee is absent for ten (10) or more working days during the probationary period, the probationary period shall be extended by the total number of days absent.

(b) Promotion and Transfers

In the event an employee is promoted or transferred to a higher-rated position, the employee shall be considered to be on trial for a period of not more than sixty (60) working days. Upon promotion or transfer the employee shall receive the classification rate or the salary range rate immediately above the employee's previous salary rate. If at the end of the trial period the employee is not considered satisfactory in the higher-rated position, the employee shall be returned to the employee's previous position without loss of seniority. It is agreed that the time limit mentioned herein may be extended by mutual agreement.

4.4 Acting in Senior Capacity

(a) Any employee who is paid hourly and who is placed temporarily in a higher rated position than the employee's regular position, shall be paid the higher rate of pay whilst so employed in the higher rated position, provided that this Clause shall not apply to Supervisor or Assistant Supervisor, unless they are specifically appointed as such by the City Engineer.

(b) On every occasion that an Inside employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position which the employee normally holds, the employee shall be paid for every day the duties of the senior position are carried out at the minimum rate in the scale for such senior position, except where the salary received in the employee's own position is equal to, or exceeds, the minimum of the senior position in which case the employee shall receive the next higher rate in the pay range of the senior position.

For the purpose of this section, appointments of Inside employees to a level of higher responsibility must be authorized in writing by the Head of the Department.

4.5 Wages and Salaries

Wages and salaries for all employees shall be in accordance with Schedules "A" and "B" attached hereto and forming part of this Agreement.

4.6 Derivation of Bi-Weekly and Monthly Rates

The hourly rates set forth in Schedule "A" (and Schedule "B") 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:

$$\begin{array}{rclcl} \text{hourly} & \times & \text{bi-weekly} & = & \text{bi-weekly rate (taken} \\ \text{rate} & & \text{hours} & & \text{to 2 decimal places)} \\ \\ \frac{\text{bi-weekly rate} \times 26.089}{12} & = & & & \text{monthly rate (taken to} \\ & & & & \text{the nearest dollar)} \end{array}$$

4.7 Increments

(a) Regular Full-Time and Temporary Full-Time Employees

The steps in the salary range in Schedule "A" are to be awarded as set out below, provided they have been earned by the employee and are recommended by the Department Head. In the event that a Department Head does not consider that an employee merits an increase to the next step in the range, the Department Head shall advise the Union and the employee of the reason(s) for withholding the increment and also advise the employee as to how the employee may improve their efficiency, and that the progress of such employee will be reviewed within six (6) months, to ascertain whether the employee's work has improved sufficiently to warrant an increase in their salary range.

Pay Grades 9 to 14:	six (6) months' eligibility to move from steps 1 to 2 and 2 to 3; thereafter twelve (12) months' eligibility.
Pay Grade 15:	six (6) months' eligibility to move from step 1 to 2; thereafter twelve (12) months' eligibility.
Pay Grade 16 and above:	annually at the beginning of each calendar year.

(b) Regular Part-Time and Auxiliary Employees

Where pay ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the number of hours served by a Regular Full-Time Employee for such eligibility, e.g., 1827 or 2088 hours.

4.8 Shift Premium

Except as otherwise noted, all employees shall be paid a shift premium of seventy-five cents (75¢) payable for all regular hours worked beyond the one hour on either side of the recognized regular daily hours of work, provided that where the majority of an employee's regular hours fall outside the period defined above, the shift premium shall be paid for all regular hours worked on the shift. For the purpose of this Article, recognized regular daily hours of work are those hours defined in Article 3.1.

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

4.9 Daily Guarantee

- (a) Subject to the provisions of subsection 4.9(c), an employee reporting for the scheduled shift on the call of the Employer, shall receive the regular hourly rate of pay for the entire period spent at work, with a minimum of two (2) hours' pay at his/her regular hourly rate.
- (b) Subject to the provisions of subsection 4.9(c), an employee other than a school student on a school day who commences work on a scheduled shift, shall receive the regular hourly rate of pay for the entire period spent at work, with a minimum of four (4) hours' pay at the regular hourly rate.
- (c) In any case where an employee (i) reports for the 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 subsections 4.9(a) and 4.9(b).

4.10 Callout

- (a) Callout is defined as being called back to work at any time following completion of a Regular Full-Time Employee's or Temporary Full-Time Employee's regular shift except when prescheduled by notice provided prior to the end of the employee's previous regular shift which is defined as overtime in Article 4.12.
- (b) A Regular Full-Time Employee or Temporary Full-Time Employee who is called out shall be paid double time without exception for the time actually worked plus one (1) hour's allowance for travelling to and from home, with a minimum of three (3) hours pay at double time (the minimum includes one (1) hour for travelling time).
- (c) If additional calls are made upon the employee prior to the expiry of the three (3) hour period or prior to arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours minimum, but the employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for travelling to and from home. If two separate callouts are completed within a three (3) hour period, the minimum payment shall be four (4) hours at double time (the minimum includes two (2) hours for travelling time).

- (d) Notwithstanding the callout minimum, an employee who is at the work place prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.
- (e) When an employee is contacted by a supervisory authority or designate for assistance while off duty, and is able to deal with the problem over the telephone or by computer and does not have to report to a worksite, the employee shall be paid one (1) hour pay at double the employee's regular rate of pay. Multiple telephone calls/pages within a one (1) hour period will be treated as one (1) event for the purpose of pay. Consecutive events lasting more than one (1) hour will be paid for actual time worked. An employee will not be eligible for this form of callout should a return to the worksite Callout (paragraphs (a), (b) and (c) above) result from the issue being discussed.

Notwithstanding the above paragraph, employees in receipt of stand-by pay as per Article 4.11 are eligible for this form of callout on a modified basis because of the expectation of problems to be relayed by telephone calls/pages. Employees who are able to deal with the problem over the telephone or by computer shall be paid one-half hour pay at double the employee's regular rate. Multiple telephone calls/pages within a one (1) hour period will be treated as one (1) event for the purpose of pay and consecutive events lasting more than one (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 (paragraphs (a), (b) and (c) above) result from the issue being discussed.

- (f) Callout, including that specified for telephone callout in Article 4.10(e), may be paid or banked as per Article 4.12(d).

4.11 Standby

- (a) Regular Full-Time Employees and Temporary Full-Time Employees who are on standby for a call to work between the end of a regular day shift on the first day of work in a week as defined in Article 3.1 (excluding public holidays) and the beginning of a regular day shift on the last day of work in the week, shall be paid one (1) hour's pay at the employee's classified rate of pay for each period of eight (8) hours that the employee stands by in addition to any callout pay under Article 4.10.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees who stand by for a call to work at any other time (that is, during public holidays and weekends) shall be paid one (1) hour's pay at the employee's classified rate of pay for each period of six (6) hours that the employee stands by in addition to any callout pay as entitled under Article 4.10.
- (c) Where the period of time which an employee stands by exceeds a multiple of six (6) hours or eight (8) hours (as the case may be) the residual balance shall be compensated as follows:

- (1) one-half ($\frac{1}{2}$) hour standby pay for periods of half or less than half of the full period.
 - (2) one (1) hour standby pay for periods of more than half of the full period.
- (d) Employees engaged in standby are paid at their respective classified pay rates.

4.12 Overtime – Regular Full-Time and Temporary Full-Time Employees

- (a) Overtime shall be defined for Regular Full-Time and Temporary Full-Time Employees as:
- (1) time worked, immediately following the employee's regular shift;
 - (2) time worked immediately preceding the employee's regular shift where it has been prescheduled by notice provided prior to the end of the employee's previous regular shift;
 - (3) time worked at any other time where it has been prescheduled by notice provided prior to the end of the employee's previous regular shift except as provided in Article 6.3(c).
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for the performance of overtime work under Article 4.12(a) at the following overtime rates:
- (1) time and one-half the rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift.
 - (2) double the rate of pay for all overtime worked in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift.
 - (3) double the rate of pay for all overtime worked at any other time than at the times set forth in items (1) or (2) of 4.12(b). Employees shall be paid a minimum of one and one-half ($1\frac{1}{2}$) hours at double time for overtime worked pursuant to this paragraph (b)(3).
- (c) The provisions of Article 4.12 shall apply to overtime performed by order of a Department Head or designate.

(d) Banking Overtime

All employees who are required to work overtime, including instances in which this overtime is in an acting capacity, shall elect at the time of working the overtime whether to be paid for it or instead to receive compensating time off in lieu. An employee who elects to receive compensating time off, shall be credited with compensating time off equivalent to the number of hours which would have been paid for the overtime

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

4.13 Overtime – Regular Part-Time and Auxiliary Employees

- (a) 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.
- (b) 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 purposes of this Article 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).
- (c) An Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating 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.
- (d) Regular Part-Time and Auxiliary Employees shall be paid for overtime work at the following rates:
 - (1) Time and one-half (1½X) for the first two (2) hours worked in excess of the normal daily hours in a day;
 - (2) Two times (2X) for hours worked beyond two (2) hours in excess of the normal daily hours in a day;
 - (3) When an employee has not worked the normal weekly hours for the classification so occupied on five (5) days during the week, the employee may work on the sixth (6th) and/or seventh (7th) day of work in that week at straight-time pay until such time as the normal weekly hours for the classification so occupied has been reached and thereafter overtime provisions would apply as per (1) and (2) above. If the Employer requires an employee to work on the sixth (6th) and/or seventh (7th) day of work in a week the employee shall be paid overtime as per paragraph (2) above.

4.14 Cost Recovery

Where an employee works overtime and/or is called out to deal with situations where the Employer is able to recover the overtime and/or callout costs from the Provincial Emergency Program, the Employer shall have the option of paying the employee for such overtime and/or callout, or granting the employee compensating time off in lieu of being paid for such overtime and/or callout.

4.15 Machinery Lay-up or Overhaul

- (a) In the event a machine is laid up due to lack of work, overhaul or other cause, the operator of such machine shall suffer no reduction in wage rate for a period of ten (10) working days except where such employee is laid off in accordance with the provisions of Article 5.3(a). During the period in which an employee's wage rate is protected by this paragraph, the employee shall be assigned other duties by the Employer but shall not displace any other classified equipment operator or truck driver.
- (b) Provided however, in the event an operator is required to work on the machine during periods of overhaul such employee shall continue to be paid the operator rate, and the provisions of Article 4.15(a) shall not be applicable.
- (c) It is agreed and understood that where a machine operator is employed on a special project or seasonal expansion, the provisions of Article 4.15(a) shall not apply; however, the provisions of Article 4.4(a) and 4.15(b) will be applicable.

4.16 Meal Periods and Meal Allowances

(a) During Overtime

If a Regular Full-Time Employee or Temporary Full-Time Employee is required to work overtime immediately following or immediately preceding the employee's regular shift under Article 4.12(b)(1) or (2) then upon the completion by the employee of two (2) continuous hours of such overtime work, the employee shall be given a paid meal period of one-half (½) hour which the Employer may permit the employee to begin at any time within the two (2) hour period; provided however that, except in the case of an emergency, the meal periods shall begin no later than the end of the two (2) hour work period. Upon the completion of each succeeding three and one-half (3½) continuous hours of overtime work, the employee shall be given another paid meal period of one-half (½) hour which, except in an emergency, shall be taken no later than the end of each three and one-half (3½) hour work period.

(b) During Overtime, Callouts and Pre-Scheduled Overtime

A Regular Full-Time Employee or Temporary Full-Time Employee who completes three and one-half (3½) continuous hours of callout work or overtime work occurring at any time other than immediately following or immediately preceding the employee's regular shift shall be given a paid meal period of one-half (½) hour which the Employer

may permit the employee to begin at any time within the three and one-half (3½) hour work period; provided however, that, except in the case of an emergency, the meal period shall begin no later than the end of the three and one-half (3½) hour work period. Upon the completion of each succeeding three and one-half (3½) continuous hours of callout work or overtime work, the employee shall be given another paid meal period of one-half (½) hour which, except in an emergency, shall be taken no later than the end of each three and one-half (3½) hour work period.

- (c) For each meal period given to an employee under Article 4.16(a), or Article 4.16(b) the employee shall be paid one-half (½) hour's pay at double the employee's regular rate of pay.
- (d) Where by reason of an emergency it is not feasible to give a meal period at the designated time under Article 4.16(a) or Article 4.16(b) it shall be taken as soon as practicable and in addition the Employer shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal period.

4.17 Effective Dates of Individual Pay Adjustments

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

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

4.18 Market Adjustments

Where a classification has been identified by the Employer as being behind market and/or such class has been difficult to recruit for or to retain employees in, the Employer may, after consultation with the Union, temporarily increase the rate of pay for the classification by up to two pay grades (or its percentage equivalent). These temporary adjustments do not alter the rate of pay for the classifications in Schedules "A" and "B".

Such temporary increases will be reviewed by the Employer annually on July 31 or such other date as mutually agreed between the parties. Upon such annual review, if the rate of pay for a classification is found to be above market then the rate of pay for the classification may be adjusted by the Employer to reflect the new market conditions but in no case will the rate of pay be adjusted below the rate of pay shown in Schedule "A" or "B". Those employees who would be adversely affected by such an adjustment shall remain at their current rate until such time as normal increments and/or general negotiated increases result in a rate that matches or exceeds the employee's current rate, at which time employees shall again become eligible for increments and subsequent general increases.

ARTICLE 5: EMPLOYMENT

5.1 Posting Vacancies

- (a) Where vacancies exist or new positions are created, notice shall be posted in the Employer's offices, and a copy giving full particulars shall be provided to the Union office. 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 position shall be filled on a regular basis no later than thirty (30) days after the posting of the notice. The Secretary of the Union shall be informed, in writing, of the name of the successful applicant within seven (7) days of the position being filled. Notwithstanding the foregoing, the Employer may for any reason refrain from filling any position which becomes vacant, or may defer making an appointment if all applicants fail to meet the requirements of the position.
- (b) It is agreed and understood between the parties to this Agreement that Article 5.1(a) above, shall not apply to the position classification of Labourer I.
- (c) Where there is a vacancy in a category with a number of classifications, and such vacancy occurs in a classification other than the lowest, it is agreed that the posting required by Article 5.1(a) above will not be required, provided the Employer gives the first opportunity to fill the vacancy to the senior employee with the required skills, knowledge and ability for the position, in the classification next below the classification where the vacancy occurs, for a trial period in accordance with the requirements of Article 4.3(b); provided that the Employer agrees to post the details of the promotion or promotions for a period of seven (7) days, and in such posting give notice that any employee of the Employer who feels they have the required ability and seniority for a position so posted, may make application and the Employer shall consider same before the position is permanently filled, and provided further that where there is no employee on the Employer's permanent staff with the required skills, knowledge and ability for the position and there is a trainee on staff under any training plan mutually agreed upon in the future between the parties hereto, such trainee shall be given an opportunity to fill the vacancy referred to in the Article.

5.2 Seniority

- (a) In making promotions, demotions or transfers, the required knowledge, ability and skills for the position shall be the primary consideration and where in the opinion of the pertinent Department Head, two or more applicants are equally capable of fulfilling the duties of the position, the length of service with the Employer shall be the determining factor.
- (b) In calculating the length of service of an employee, time absent due to Maternity Leave, Adoption Leave, Workers' Compensation, Sick Leave, Union Leave pursuant to Article 6.10(b)(3) to 6.10(b)(6), or paid Leave of Absence officially granted, shall be calculated as a part of the employee's service for the determination of eligibility for perquisites

and in determining the length of service of the employee. Time absent during a period of layoff shall not be included in determining an employee's eligibility for perquisites or length of service but shall be included for purposes of calculating seniority.

(c) Regular Seniority Pool

A Seniority Pool will be established for Regular Full-Time, Temporary Full-Time and Regular Part-Time Employees.

Access to the Regular Seniority Pool will be extended to:

- (1) All Regular Full-Time Employees upon completion of the probationary period.
- (2) All Temporary Full-Time Employees pursuant to paragraph (d) below.
- (3) All Regular Part-Time Employees upon completion of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similarly classified position.

Upon qualifying for a Regular Seniority Pool, an employee will be credited with the full period of service or all hours worked since the first day of employment in one or other of the eligible categories, i.e. Regular Full-Time, Temporary Full-Time or Regular Part-Time.

- (d)
- (1) Temporary Full-Time Employees, upon completing six (6) continuous months of service, shall have access to the Regular Seniority Pool for purposes of promotions and recall only, except in the case of Temporary Full-Time Employees classified as Labourer I who shall also have the right to displace other Temporary Full-Time Employees classified as Labourer I with less seniority provided they are qualified to perform the work.
 - (2) Temporary Full-Time Employees who accumulate twelve (12) months of service in twenty-four (24) calendar months shall have access to the Regular Seniority Pool for purposes of promotion, layoff and recall provided, however, that they may only bump other Temporary Full-Time Employees.
 - (3) Temporary Full-Time Employees, upon completing twelve (12) months of continuous service, shall have access to the Regular Seniority Pool pursuant to Article 5.2(c) for purposes of promotion, layoff and recall.

(e) Auxiliary Seniority

- (1) As soon as an Auxiliary Employee has worked one thousand two hundred (1,200) hours within two (2) consecutive calendar years, such employee shall gain entry onto the Auxiliary Seniority List and shall be deemed to possess seniority.

- (2) Upon gaining entry onto the Auxiliary Seniority List, an employee shall be credited with the number of hours worked in any class of positions, and shall hold class seniority in any such class accordingly.
- (3) An employee who has gained entry onto the Auxiliary Seniority List, shall continue to accumulate class seniority in any class in which the employee works in accordance with the number of hours worked in a position within such class.
- (4) An Auxiliary Employee's seniority shall be lost as the result of a break in service with the Employer which exceeds one year.
- (5) Auxiliary class seniority shall be exercised bargaining unit wide.
- (6) In the event of a layoff of Auxiliary Employees within a class, those employees having greatest seniority within the class shall be the last ones laid off. Auxiliary Employees who have acquired seniority rights in the Auxiliary Seniority Pool shall be given ten (10) days' notice of layoff.
- (7) Other than as might be provided for pursuant to the terms of paragraph (6) herein, no Auxiliary Employee shall have the right to bump another employee after having been laid off.
- (8) An Auxiliary Employee having class seniority, and having been laid off, must, if the employee wishes to be considered for future Auxiliary employment, elect to register with the Employer for future Auxiliary employment in which case the employee will be given preference in hiring for future vacancies within various classes on the basis of class seniority.
- (9) Registration for future Auxiliary employment will be made upon a standard form which will be signed and dated by the applicant and which will state the classes within which the applicant would be willing to accept a position. The completed form will be signed and dated by an authorized representative of the Employer and both the applicant and the Union will be provided with a copy by way of receipt.
- (10) When an Auxiliary Employee who has attained class seniority, who has been laid off and who has registered for future Auxiliary employment, also registers a desire to be taken into consideration for Auxiliary work in a class for which the employee does not possess class seniority, the employee shall be taken into consideration for appointment to a position within such new class on the basis of his/her skills, knowledge and ability, and in any case where there is no registered applicant possessing seniority in the new class in question, and where skills, knowledge and ability are sufficient so as to render the employee qualified, then
 - (i) if the Auxiliary Employee is the only registered and qualified applicant, the employee shall be appointed to the said position.

- (ii) if the Auxiliary Employee is one of several registered and qualified applicants, the appointment to the said position shall be based on their relative skills, knowledge and ability, and if their skills, knowledge and ability are considered to be equal, then the registered and qualified applicant possessing the greatest total Auxiliary seniority with the Employer shall be appointed.

(f) Rights of Employees Promoted Out of the Bargaining Unit

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 total length of service with the Employer.

- (g) Upon request, the Employer shall provide the Union with a seniority list for employees covered by this Collective Agreement at least once in each calendar year.

5.3 Layoff and Recall

- (a) In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority, provided that an employee may bump a less senior employee only in cases where the senior employee is qualified to fill the position occupied by the less senior employee.

Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall notify employees, who have acquired seniority rights in the Regular Seniority Pool and who are to be laid off, at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, the employee shall be paid for those days for which work was not made available.

- (b) It is understood and agreed that any employee affected under Articles 5.2 or 5.3(a) above shall retain the right of appeal as contained in the grievance procedure.
- (c) No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows:

The Employer shall make every reasonable attempt to contact and recall employees in order of bargaining unit-wide seniority provided they are qualified to perform the available work and providing they respond within the stipulated time limits. Such notice shall be given so as to be received at least twenty-four (24) hours prior to the required reporting time. 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 contact attempt, 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 contact attempt. Each employee on layoff will be responsible for keeping the Employer notified of a current contact point through which the employee can be reached.

It shall be the duty of each employee laid off, to advise the Director of Human Resources in writing of the correct mailing address and telephone number and the Employer if rehiring within one (1) year, shall advise the employee by telephone and/or letter of the date on which that person is required to report for duty.

- (d) Employees recalled within one (1) year of layoff shall, upon return to work, be credited with their previous length of service for determining their seniority and eligibility for vacation entitlement, sick leave, group life, medical, dental, extended health benefit, superannuation and service severance pay. Time absent during a period of layoff shall not be included in determining an employee's eligibility for the above perquisites, except vacation entitlement, or length of service but shall be included for purposes of calculating seniority. Vacation pay will be prorated by the period of the layoff and an employee may elect not to take that portion of vacation which is unpaid.

5.4 Termination of Employment

- (a) Employees shall be entitled to notice upon termination of service on the following basis:
 - (1) Less than one (1) year of service, two (2) weeks' notice or pay in lieu of notice.
 - (2) One (1) year of service or more, one (1) month's notice or pay in lieu of notice.
- (b) It is mutually agreed that the provisions of Article 5.4(a) do not apply in cases of temporary layoff or discharge for just cause.
- (c) An employee leaving the employment of the Employer after ten (10) years of service and before retirement shall be entitled to receive a cash payment for fifty percent (50%) of any unused Sick Leave, to a maximum of fifteen (15) working days.

ARTICLE 6: BENEFITS

6.1 Eligibility for Fringe Benefits

- (a) The eligibility of a Regular Full-Time Employee or Temporary Full-Time Employee for fringe benefits under this Collective Agreement shall be in accordance with the following:

<u>Benefit</u>	<u>Eligibility Date</u>
Public Holidays	– immediate
Jury Duty	– immediate
Extended Health Benefits Plan	– first day of the month following commencement of employment for Regular Full-Time Employees and first day of the month following three (3) months of employment for Temporary Full-Time Employees provided the employees are qualified under the rules of the Plan
Vacation Leave (Article 6.2)	– at the completion of one (1) month of employment in the first part calendar year of service, vacation on the basis of one-twelfth ($\frac{1}{12}$) of fifteen (15) working days for each month or portion of a month greater than one-half ($\frac{1}{2}$) the number of days worked in the month, by the year end (December 31 st)
MSP (Medical Services Plan)	– the first day of the month following commencement of employment for Regular Full-Time Employees and first day of the month following two (2) months of employment for Temporary Full-Time Employees provided the employees are qualified under the rules of the Plan
Group Life Insurance	– first day of the month following commencement of employment for Regular Full-Time Employees and at the completion of three (3) months' employment for Temporary Full-Time Employees provided the employees are qualified under the rules of the Plan
Sick Leave (Article 6.4(a))	– at the completion of three (3) months' employment
Dental Plan	– first day of the month following commencement of employment for Regular Full-Time Employees and first day of the month following six (6) months of continuous employment for Temporary Full-Time Employees provided the employees are qualified under the rules of the Plan

Bereavement Leave	– at the completion of six (6) months' employment
Municipal Pension Plan	– upon the completion of the six (6) month probationary period, or immediately upon commencement of employment where immediate enrollment is required under the Rules of the Municipal Pension Plan

(b) Benefits For Regular Part-Time Employees and Auxiliary Employees

Refer to Article 6.27.

6.2 Vacations

Vacations with pay shall be granted on the following basis:

- (a) In the first (1st) part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of fifteen (15) working days for each month, or portion of a month greater than one-half ($\frac{1}{2}$), worked by December 31st.
- (b) (1) During the second up to and including the seventh calendar year of service – fifteen (15) working days.
- (2) During the eighth up to and including the fifteenth calendar year of service – twenty (20) working days.
- (3) During the sixteenth up to and including the twenty-third calendar year of service – twenty-five (25) working days.
- (4) During the twenty-fourth and all subsequent calendar years of service – thirty (30) working days.
- (5) It is agreed that in the case of three (3), four (4), and five (5) weeks annual vacation periods, no more than two (2) weeks may necessarily be consecutive.
- (6) An employee who is entitled to annual vacation of twenty (20) working days or more in any year:

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

PROVIDED HOWEVER that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Article 6.2(b)(6) shall be twenty (20) working days.

(c) 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 his/her 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.

- (d) (1) 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 base rate of pay.
- (2) As soon as possible following December 31st in each year, a vacation pay adjustment will be made in a lump sum to all employees other than those entitled to an annual percentage of earnings in lieu of vacation, where such employee's annual basic earnings exclusive of overtime and any other premium payments not normally taken into account in the computation of annual vacation pay exceeds their regular base rate earnings during the year in question. Such cash payments shall reflect the proportionate difference between the actual annual basic earnings and regular base rate earnings applied to the employees' annual vacation pay for the year in question, but shall not be paid in any case where the total amount payable is less than one dollar (\$1.00).

PROVIDED THAT "calendar year" for the purpose of this Agreement shall mean the twelve (12) month period from January 1st to December 31st, inclusive, and "week" for the purposes of this Agreement shall mean five (5) working days.

(e) Supplementary Vacation

Each employee shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation to which the employee is entitled under Article 6.2(b).

- (1) Each employee upon commencing his/her eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service, shall thereupon become entitled to five (5) working days of supplementary vacation.
- (2) It is understood between the parties that each employee shall become entitled to supplementary vacation under this Article 6.2(e) on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain their supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (An explanatory note and table is annexed hereto as Schedule "D" for the purposes of clarification).

(f) Vacation in the Year of Retirement:

Any regular employee

- (1) who has reached minimum retirement age as defined in the Municipal Pension Plan and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said Act; or
- (2) 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 his/her employment for any reason. All other employees who leave the service shall be entitled to vacation in accordance with the appropriate clauses in this Section.

(g) Vacation on Termination

Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation pay for the calendar year in which termination occurs on the basis of one-twelfth ($\frac{1}{12}$) of their vacation entitlement for that year for each month greater than one-half worked to the date of termination, or at that percentage of wages earned during the calendar year set by the Employment Standards Act, whichever is greater. Provided that in all cases of termination of service for any reason other than for retirement or going on pension under the Municipal Pension Plan rules, adjustment will be made for any over-payment of vacation.

(h) Vacation on Layoff

Employees who are laid off shall receive vacation pay for the calendar year in which the layoff occurs on the basis of one-twelfth ($\frac{1}{12}$) of their vacation entitlement for that year for each month greater than one-half worked to the date of layoff, or at that percentage of wages earned during the calendar year set by the Employment Standards Act, whichever is greater, provided that adjustment will be made for any overpayment of vacation.

6.3 Public Holidays

- (a) All employees hired on a full-time continuous basis shall be entitled to a holiday with pay upon the commencement of their employment 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.

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

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 holiday 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:

- (.01) one (1) day's pay at their regular rate of pay, or
- (.02) 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 Article 6.3(a).
- (2) In the case of an employee's termination of service for any reason, adjustment will be made for any overcompensation provided under Section 6.3(a)(1)(.02) herein.
- (3) Prior to the posting of any notice advising the employees of their entitlement under Section 6.3(a)(1) herein, the Employer will afford the Union an opportunity to discuss the substance of the notice.
- (b) If a Public Holiday falls on a regular working day while an employee is on annual vacation, the employee shall receive one (1) additional day of vacation with pay in lieu of the said Public Holiday.
- (c) Subject to Article 6.3(e), the following provisions shall apply to the employees hereinafter specified whose duties normally require them to work on public holidays or on scheduled shift work:
- (1) if employee(s), whose duties normally require them to work on public holidays or on scheduled shift work (but not including an employee who regularly works

on day shift from Monday to Friday inclusive), is required to work on any public holiday as provided in Article 6.3(a) which falls on or is observed on any day from Monday to Friday inclusive, then the employees shall be paid the regular pay for the holiday and in addition thereto shall be given compensating time off equivalent to one and one-half (1½) times the number of hours worked on that public holiday;

- (2) if such employee is required to work on the day off given in lieu of a public holiday, pursuant to the provisions of this Article 6.3(c), then in lieu of such holiday the employee shall be paid the regular pay for the holiday plus double the hourly rate of pay of the employee computed on the basis of the normal working hours for the hours worked on such day off;
 - (3) time worked on a public holiday or on the day off given to the employees in lieu of a public holiday pursuant to the provisions of this Article 6.3(c) shall not be treated as overtime except as provided in Article 4.12.
- (d) Whenever a public holiday defined in Article 6.3(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 Article 6.3(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 Articles 6.3(a) or 6.3(c) prior to the beginning of any calendar year the Employer and the Union may agree that whenever a Public Holiday defined in Article 6.3(a) falls on a Saturday or Sunday, those employees referred to in Article 6.3(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 Article 6.3(d) "public holiday premium pay" means the equivalent compensation paid to employees referred to in Article 6.3(c) for working on a public holiday defined in Article 6.3(a) which falls on or is observed on any day from Monday to Friday.

- (e) An employee (except an employee governed by Article 6.3(c)) who is required to work on a public holiday defined in Article 6.3(a) which falls on or is observed on any day from Monday to Friday inclusive shall be paid the normal rate for the said holiday plus double the hourly rate of pay of the employee computed on the basis of the normal working hours for the hours worked on the holiday.
- (f) Public Holidays – Regular Part-Time and Auxiliary Employees

A public holiday will be treated as a normal working day for all Auxiliary and Regular Part-Time Employees. Thus, an employee who works on a public holiday will be paid at straight-time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not

work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.

6.4 Sick Leave

- (a) Employees shall be granted Sick Leave with pay on the basis of one and two-thirds ($1\frac{2}{3}$) days per month, retroactive to the first completed calendar month of employment. Any unused portions of Sick Leave shall accumulate to a maximum of one hundred and twenty (120) working days.
- (b) Notwithstanding the foregoing Article 6.4(a), the Employer may, at its own discretion, grant further periods of sick leave in special circumstances.
- (c) Medical Certification may be required by the Employer as proof of sickness.
- (d) Family Illness

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

In order to comply with the requirements regarding eligibility for EI Rebates, only those employees who have more than twelve (12) days' sick leave credits at the time of usage are entitled to use sick leave for family illness as outlined herein.

6.5 Sick Leave Reimbursement

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

6.6 WorkSafeBC

An employee whose claim for WorkSafeBC temporary disability benefits is accepted by the WorkSafeBC, shall assign the employee's WorkSafeBC cheque to the Employer and the Employer shall pay to the employee their approximate net salary. In the event WorkSafeBC rejects a claim, or during a period of WorkSafeBC delay prior to accepting the claim, the Employer will advance the full regular salary to the employee until the employee's sick leave, 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.

6.7 Bereavement Leave

- (a) Any 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:
 - (1) in the case of the death of the employee's spouse (including common-law spouse and same-sex partner), child, ward, brother, sister, parent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, niece, nephew, or guardian; or
 - (2) in the case of the death of any other relative if living in the employee's household.
- (b) Any employee who qualifies for bereavement leave without loss of pay under Article 6.7(a) herein, and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under Article 6.7(a) and 6.7(b) herein shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for bereavement leave without loss of pay under Article 6.7(a) herein may be granted such leave when on annual vacation if approved by the Department Head. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such bereavement leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Department Head, an employee may be granted leave of up to one-half (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 Article 6.7(a) herein.

6.8 Jury Duty and Witness

Any employee called for Jury Duty, or as a witness, will be allowed time off during the period of such duty and the employee's regular pay will be continued. Any remuneration received for such duty will be remitted to the Director, Finance, with the appropriate Department Head being responsible to ensure such payment is made.

PROVIDED HOWEVER that the Employer will not make any allowance for payment of additional transportation costs, parking fees, lunches, etc., incurred while on such duty, nor shall these costs be deducted from the fees received.

6.9 Maternity and Parental Leave

(a) Length of Leave

Birth Mother

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

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 thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

Extensions – Special Circumstances

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

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

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

(b) Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In

the case of adoption of a child, the employee shall provide as much notice as possible).

- (3) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date of return to work.
- (4) 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.
- (5) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

(c) Return to Work

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

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified their Department Head of their intention to return to work pursuant to paragraph (b)(4) and who subsequently suffers any illness or disability which prevents a return 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 they would otherwise have returned to work.

(e) Benefits

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

- (2) Pension contributions will cease during the period of the leave. Any purchase of pension for the leave period must be done in accordance with the Rules of the Municipal Pension Plan.

(f) Supplementary Employment Insurance Benefits

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (a) for the first six (6) weeks, which includes the Employment Insurance waiting period; and
 - (b) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather is 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.

6.10 Negotiation and Union Representatives' Leave

- (a) In the event of discussion 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 and understood that either party may require the other party to meet in order to carry out such discussions.

It is mutually agreed between the parties hereto that at any negotiations for the renewal or revision of this Agreement, the representatives appointed by each side shall not exceed five (5) members per side present at any meeting.

- (b) (1) 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.
- (2) 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 coverage, sickness, and accident insurance coverage and municipal superannuation. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.
- (3) Upon application to, and upon receiving the permission of the Director of 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 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.
- (4) Upon application to, and upon receiving the permission of the Director of 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 C.U.P.E., the convention of the B.C. Federation of Labour and the convention of the Canadian Labour Congress.
- (5) Upon application to, and upon receiving the permission of the Director of Human Resources in each specific case, official representatives of the Union may 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.

- (6) 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 services 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.
- (7) 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, it being understood that seniority does not accrue during leave of absence without pay. 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.
- (8) The Union shall provide the Employer with a list of its elected officers, job stewards and any other official representatives. This list shall be kept current by the Union at all times.

6.11 Medical Services Plan of British Columbia

The Employer shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premium.

6.12 Extended Health Benefits

The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, coverage for:

- (a) eye exams to a maximum payable of one hundred twenty five dollars (\$125.00) per person, every twenty-four (24) month period;
- (b) a vision care option (four hundred fifty dollars (\$450.00) per person, payable per twenty-four (24) month period);
- (c) hearing aids (maximum payable of seven hundred dollars (\$700.00) per person in a five (5) calendar year period);
- (d) orthopedic shoes and medically prescribed custom-made orthotic insoles (combined maximum payable of four hundred dollars (\$400.00) for adults/two hundred dollars

(\$200.00) for children in a calendar year), diabetic equipment and supplies, ostomy supplies, clinical psychologist services (maximum payable of six hundred dollars (\$600.00) per person in a calendar year), and coverage for the Nicotine Patch benefit with a three hundred fifty dollars (\$350.00) per person lifetime maximum;

- (e) massage practitioner and physiotherapist services to a combined maximum of eight hundred dollars (\$800.00) per calendar year; chiropractor and naturopath services to a combined maximum of five hundred dollars (\$500.00) per calendar year; acupuncture treatments to a maximum of two hundred dollars (\$200.00) per calendar year and podiatrist services to a maximum of three hundred fifty dollars (\$350.00) per calendar year.

The EHB lifetime maximum coverage under this Plan will be one million dollars (\$1,000,000) per person. The Plan has an annual deductible of one hundred dollars (\$100.00).

The Employer shall pay one hundred percent (100%) of the premium.

6.13 Dental Plan

The parties agree to continue a dental plan which shall be compulsory for all Regular Full-Time Employees effective the first day of the month following commencement of employment and for all Temporary Full-Time Employees who have completed six (6) months of continuous service, provided the employees are qualified under the terms of the plan, on the following basis:

- (a) Basic Dental Services (Plan A) paying for eighty percent (80%) of the approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees.
- (c) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees to a lifetime maximum of four thousand dollars (\$4000.00) for adults and dependent children as defined by the Plan.
- (d) The Employer shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premium.
- (e) The compulsory feature does not apply to those employees who have coverage under some other dental plan if they advise the Director of Human Resources in writing at the time of their employment of their plan number and carrier name.

6.14 Group Life Insurance

Regular Full-Time Employees shall, effective the first day of the month following commencement of employment, and Temporary Full-Time Employees shall, upon completion of three (3) months of continuous full-time employment, join the group life insurance plan

provided the employees are qualified under the terms of the plan, provisions of which are outlined hereunder:

- (a) Coverage shall be one and one-half (1½) times basic annual salary, which shall be computed to the next higher one thousand dollars (\$1,000).
- (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 Article 6.2(g). This paragraph is not applicable to employees who retire after 1999 December 31.
- (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) The Employer shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premium.

6.15 Optional Group Life Insurance

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

6.16 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 provided the employee's spouse is qualified under the terms of the Medical, Extended Health and Dental plans.

6.17 Retirement Benefit

- (a) Employees, upon retirement shall be entitled to a cash settlement for any unused Sick Leave pay to their credit at the date of retirement, provided however, that such cash settlement does not exceed thirty (30) working days' pay.
- (b) Vacation in Year of Retirement (See Article 6.2(f))

6.18 Service Severance Pay

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

- (a) Employees leaving the service of the Employer, other than on retirement, and who have completed ten (10) years of service or more, shall be paid two (2) days' pay for each year of service.
- (b) Employees retiring from the service of the Employer shall be paid at the rate of four (4) days' pay for each year of service with the Employer.
- (c) For the purpose of Service Severance Pay, the following definitions shall apply:
 - (1) "Retirement" shall be defined as an employee leaving the service of the Employer at any time following attainment of their minimum retirement age, as established under the Municipal Pension Plan, or upon receipt of a Disability Allowance in accordance with the provisions of the Municipal Pension Plan, or having twenty-five (25) years or more of pensionable service but leaving the service of the Employer prior to attainment of the minimum retirement age.
 - (2) "Day's Pay" shall be defined as pay for one (1) day at the then current rate of pay for the classification in which the employee was regularly employed.

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

$$\frac{\text{Monthly rate} \times 12}{260.89} = \text{Daily Rate}$$

6.19 Education Leave of Absence

The Employer agrees to grant Leave of Absence with pay to any employee taking a course of study which requires absence from employment with the Employer, provided such course relates to the Municipal duties of such employee and has been approved by the Department Head.

6.20 Continuation of Pension Contributions

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

6.21 Benefit Administration

The Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans. Benefits for eligible Regular Part-Time Employees shall be in accordance with Article 6.27.

6.22 Replacement of Hand Tools

In any case where Trades classifications or other employees are required by the Employer to provide their own hand tools, and where such hand tools are broken as a result of such employee carrying out their required duties and responsibilities in a proper manner, then the Employer shall pay the cost of replacing such broken hand tools, unless the employee is able to effect replacement without cost to himself under the terms of a guarantee or warranty.

The qualifying procedures for the replacement of broken hand tools as provided for are as follows:

- (a) The Employer will designate those positions or classes of positions whose incumbents are required to provide their own hand tools.
- (b) Claims for replacement of any hand tool broken as a result of an employee carrying out the required duties and responsibilities in a proper manner, will be made on a form which will be supplied by the Employer.
- (c) The broken hand tool will be submitted at the time an employee requests a copy of the form.
- (d) In order for a claim to be acceptable, breakage will have to be reported orally to the employee's designated supervisor at the earliest reasonable opportunity, and the form will have to be completed not later than the end of the working shift during which the breakage occurred.
- (e) When a claim has been accepted, the Employer will provide a tool of the same or equivalent make and quality as the tool which was broken. Whenever it is considered desirable by the employee that the Employer should provide a tool which is the same as that which was broken, then if it is possible to purchase such replacement in the Greater Vancouver Area, the Employer shall provide a tool of the same make and quality.
- (f) In the matter of adjudication of claims by the Employer's supervisory staff, it is agreed that the employees will possess no right to appeal the decisions of their supervisors.
- (g) In the matter of any dispute which might arise over whether or not an employee is required to provide hand tools, the provisions of the Grievance Procedure contained in Article 7 of this Agreement will apply.

6.23 Tool Reimbursement for Mechanics

Mechanics who are required to use their own tools shall be reimbursed up to one hundred fifty dollars (\$150.00) per calendar year, non-accumulative, for the purchase of approved new tools that are required in the performance of their duties.

6.24 Protective Clothing

The Employer agrees to provide protective clothing to employees on the following basis:

(a) Coveralls and Coverall Laundry Service

1. All employees involved in spraying or otherwise applying herbicide, insecticide, or other toxic substance.
2. Sanitary sewer crew – to those employees whose work requires them to be in contact with raw sewage.
3. Garbage swamper.
4. Waterworks crew – those employed in reducing valve, meter repair and maintenance.
5. Garage staff.

(b) Coveralls to those assigned to the Painting and Blacktop patching crews on a regular basis to a maximum of three (3) pair per person per year.

(c) Three (3) pair of coveralls per year to those employees engaged in grave digging.

(d) Protective Gloves

1. Waterproof gloves
 - (.01) Sanitary sewer crew – to those whose work requires them to be in contact with raw sewage.
 - (.02) Waterworks crew – to Fitters and Helpers engaged in repair and maintenance and other work which necessitates their wearing of protective gloves.
2. Work gloves – to those working as garbage swamper to a limit of four (4) pair per person per year.

(e) Safety Headgear to all employees who may be exposed to head injury hazards.

(f) Footwear

Rubber Boots – to all those where normal footwear does not provide adequate protection from wet conditions.

(.01) Sewer Crew members

(.02) Waterwork Crew members

(.03) Ditching and watercourse crews – hipwaders or rubber boots as required.

(g) The Employer reserves the right to refuse to provide protective clothing should the employee's request not be accompanied by the worn-out protective article.

6.25 Safety Work Boot Allowance

(a) Except as provided in paragraph (b) below, Regular Full-Time Employees who are required to wear safety work boots in accordance with WorkSafeBC regulations shall be paid an allowance of fifty dollars (\$50.00) on September 1st of each year.

(b) Regular Full-Time Outside Employees who are assigned to the paving crew on a year-round basis shall be paid an allowance of one hundred dollars (\$100.00) on September 1st each year.

6.26 Premium Pay

(a) A premium of one dollar (\$1.00) per hour shall be paid to sewers employees while they are in contact with live sewage.

(b) A premium of one dollar (\$1.00) per hour shall be paid to workers while they are performing disinterring duties. In circumstances where water table problems exist, grave preparation and interment duties (excluding ashes) shall also qualify for the premium.

(c) First Aid Premium

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

	<u>Full-Time Employees</u>	<u>Regular Part-Time & Auxiliary Employees</u>
OFA Level II	\$125 per month	80¢ per hour
OFA Level III	\$145 per month	95¢ 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.

6.27 Benefits and Payment in Lieu for Regular Part-Time and Auxiliary Employees

- (a) 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 set forth in Articles 6.1 to 6.21 of this Agreement, provided however, that those Auxiliary Employees who have gained entry onto the Auxiliary Seniority list shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings.
- (b) No other benefits shall be provided to Auxiliary Employees unless expressly stated in this Article 6.27.
- (c) A Regular Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:
 - (1) a payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay;
 - (2) Medical, Extended Health, Group Life and Dental on the same basis as regular full-time employees except the eligibility periods shall be calendar months; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay one hundred percent (100%) of the premium for Medical;
 - (3) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time Employees; and
 - (4) WorkSafeBC coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (d) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (c), 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 (c), 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 (e) commencing on the first of the month following the expiry of the benefit coverage.

- (e) All Regular Part-Time Employees not covered by paragraph (c) 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 (f) below.
- (f) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Bereavement Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on unpaid leave of absence.
- (g) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Article.

ARTICLE 7: GRIEVANCE PROCEDURE AND ARBITRATION

7.1 Procedure

During the term of this Agreement, any difference concerning the discipline, suspension or dismissal of an employee or the interpretation, application, operation or any alleged violation of the Agreement, including any question as to whether any matter is arbitrable, shall without stoppage of work, be the subject of collective bargaining between the Union and the Employer, and shall be finally and conclusively settled under and by the following procedure:

Step 1

The grievance shall be stated in writing, within ten (10) working days and shall state that the matter is a grievance in accordance with this Article and shall be submitted to the Department Head concerned.

Step 2

The Department Head shall review the matter and provide a written response within seven (7) working days of receipt of the grievance. Should the matter be unresolved, the Union may refer the grievance to Step 3 within seven (7) working days of receipt of the Department Head's written response.

Step 3

Within seven (7) working days of the referral to Step 3, the grievance shall be discussed between the Grievance Committee of the Employer, the aggrieved employee, the Grievance Committee

of the Union and/or the Official Representative of the Union. Should the parties be unable to settle the matter during the seven (7) working days, either party may refer the grievance to Step 4, Arbitration, within a further seven (7) working days.

Step 4 – Arbitration

A Board of Arbitration shall be formed to hear the Grievance. Either party shall notify the other, in writing, of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other party shall within five (5) days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be Chairperson. Should the representatives fail to select such third member within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairperson. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairperson shall be shared equally between the parties.

Within fourteen (14) 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 all persons bound by this Agreement.

By mutual agreement between the Employer and the Union, the above time limits may be extended.

7.2 Wrongful Dismissal

Where under Article 7 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 the employee a sum equal to wages lost by reason of 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.

ARTICLE 8: TECHNOLOGICAL CHANGE

8.1 Notice of Change

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

- (a) affects the terms and conditions or security of employment of a significant number of employees to whom this Agreement applies, and

- (b) alters significantly the basis upon which this Agreement was negotiated.

8.2 Discussion

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

8.3 Referral to Arbitration

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

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Agreement applies; and
- (b) 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 Article 7 of this Agreement, by-passing all other steps in the grievance procedure.

8.4 Arbitration Board

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

- (a) shall inform the Minister of Labour of its finding; and
- (b) may then or later make any one or more of the following orders:
 1. that the change be made in accordance with the terms of the Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
 2. that the Employer will not proceed with the technological change for such period, not exceeding ninety days, as the arbitration board considers appropriate;
 3. that the Employer reinstate any employee displaced by reason of the technological change;
 4. that the Employer pay to that employee such compensation in respect of the displacement as the arbitration board considers reasonable.

ARTICLE 9: JOB SHARING

Job sharing is not a right of an employee but an accommodation that may be made by the Employer to establish an alternative work arrangement enabling two employees to fill a single position. Each job sharing arrangement will be mutually agreed to by the Employer and the Union.

ARTICLE 10: GENERAL PROVISIONS

10.1 Crossing Picket Lines

It is hereby agreed between the parties to this Agreement that no employee will be required to enter any building, property or business where a Picket Line is legally established under the Statutes of the Province of British Columbia, it being understood that adequate arrangements will be permitted in cases of emergency.

10.2 Amalgamation

In the event of a vote in favour of amalgamation in both the City and District of North Vancouver there will be established, within thirty (30) days of the execution of the City and District uniting agreement, a joint committee of Management and labour consisting of one (1) to be appointed by each of the two Councils and two (2) to be appointed by the Union to consider and make recommendations with respect to matters dealing with the integration of employees whose positions are affected by the amalgamation.

10.3 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.

10.4 Joint Health and Safety Committee

Joint Health and Safety Committee(s) shall be established in accordance with relevant WorkSafeBC legislation, consisting of not more than five (5) representatives of the Employer and not more than five (5) Union-appointed representatives. The Committee(s) shall discuss matters related to occupational health and safety and shall make recommendations to management.

10.5 Sexual Harassment

The Employer and the Union agree that sexual harassment shall not be tolerated in the workplace.

10.6 Other Provisions

The Schedules attached hereto and marked with the letters "A", "B", "C", "D", "E", and "F", and the Letters of Understanding re Casual Pool Employees, Hours of Work and Secondary School Student Work Experience Placement which are annexed to, shall form part of this Agreement.

10.7 Duty to Accommodate

The Employer recognizes that it has a duty to accommodate an Employee in relation to protected grounds under Section 13 of the *BC Human Rights Code*, and the Union recognizes that it has a duty to cooperate in the accommodation process. Where an employee requires an accommodation, the Employer and the Union, together with the affected employee will meet to discuss options with respect to the accommodation of the employee."

IN WITNESS HEREOF the parties have hereunto set their seals.

FOR:

The Corporation of the City of North Vancouver

Canadian Union of Public Employees, Local No.
389

Linda C. Buchanan

Yvette Mercier

MAYOR

PRESIDENT

Karla D. Graham

Brian Warman

CITY CLERK

SECRETARY-TREASURER

October 18, 2023

October 17, 2023

Date

Date

SCHEDULE "A"CITY OF NORTH VANCOUVERSALARY SCHEDULE – INSIDE STAFF

<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
	Accounting Clerk I	14
	Accounting Clerk 1A	17
	Accounting Clerk 2	18
	Accounting Clerk – Finance	18
	Accounting Clerk – Taxes	17
	Accounts Clerk	16
	Administration Clerk	16
	Administrative Clerk	15
	Administrative Clerk – Police Support Services	16
	Administrative Coordinator II	21
	Assistant Plan Checker 1	22
	Assistant Plan Checker 2	23
	Auxiliary Constable Program Coordinator	22
	Budget Analyst I	24
	Budget Analyst II	25
	Building Inspector	26
(A)	Building Maintenance Coordinator	22
(A)	Building Service Worker	13
	Business Solutions Architect	30
(C)	Buyer	24
(C)	Bylaw Enforcement Officer 1	17
(C)	Bylaw Enforcement Officer 2*	20
(C)	By-Law Enforcement Supervisor	23
	Bylaw Ticket Screening Clerk	15
	Capital Asset Analyst	25
	Cash Flow Analyst	25
	Cashier/Accounting Clerk	15
	Cashier Clerk	15
	Cemetery Services Coordinator	18
	Clerical Supervisor – RCMP	18
	Clerk 1	11
	Clerk 3	17
	Clerk – Community Policing	14
	Clerk – Court Documentation	15
(C)	Clerk – Engineering Operations	16
	Clerk – Permits	15

SCHEDULE "A" (cont'd)

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<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
	Clerk Stenographer 2	13
	Clerk Typist 2	13
	Clerk Typist 3	15
	Clerk-Typist – Community Development	13
	Clerk Typist – Conveyancing	15
	Clerk Typist – Finance	15
	Clerk Typist – Treasury	14
	Client Services Assistant	17
	Client Services Specialist	23
	Client Services Technician	21
	Committee Clerk-Secretary	17
	Communications Coordinator	25
	Communications Operator 1	15
	Communications Operator 2	19
	Communications Operator 3	21
	Communications Support Specialist	23
	Community Development Support Clerk	14
	Community Planner	30
	Community Police Office Coordinator	18
	Community Policing Services Supervisor	20
	Coordinator – Community Development	26
	Counter Clerk – Police	13
	Court Liaison Officer	24
	C.P.I.C. Operator-Clerk	15
(C)	Crime Analyst	26
	Crime Analyst Assistant	19
	Crisis Intervention Worker	22
(C)	Custodial Guard	14
	Data Entry Clerk 1	13
	Data Entry Clerk – Fire	13
	Database Administrator/Senior Systems Analyst	30
	Design Technician	23
	Development Technician	23
	Development Technician II	25
	Digital Communications Coordinator*	22
	Disclosure Reviewer	17
	Draftsperson	19
	Electrical Inspector	26
	Engineering Technician	24
	Environmental Sustainability Specialist	28
	Environmental Technician	24
	Exhibit Custodian	17

SCHEDULE "A" (cont'd)

Page 3

<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
	Facilities Maintenance Worker II	15
	Filming and Events Coordinator	21
	Financial Analyst	22
(C)	Fleet Maintenance Coordinator	17
	Forensic Video Technician	21
	Front Counter and Operations Supervisor	17
	GIS Applications Developer	26
	GIS Coordinator	28
	GIS Technician	21
	Graphics Artist	24
	Graphics Designer	22
	Information Technology Support Clerk	18
	Insurance Assistant	20
	Insurance and Risk Advisor	23
	IT Project Coordinator	28
	Landscape Architect	27
	Landscape Technician	22
	License Inspector	21
	License Inspector/Clerk	18
(A)	Maintenance Planner	25
	Microfilm Operator	11
	Network Specialist	25
	Office Supervisor	17
	Office Support Clerk	15
	Operational Communications Centre Supervisor	23
(C)	Parking Bylaw Enforcement Officer	16
	Payroll Clerk	17
	Payroll Coordinator	21
	Payroll Technician	19
(A)	Physical Plant Maintenance Worker 1	20
	Plan Checker 1	24
	Plan Checker 2	25
	Planner 1	28
	Planner 2	30
	Planning Analyst	26
	Planning Assistant	21
	Planning Technician 1	23

SCHEDULE "A" (cont'd)

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<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
	Planning Technician 2	25
	Plumbing and Gas Inspector	26
	Police Clerk	15
	Policy Analyst	26
	PRIME Records Specialist	19
	PRIME Reviewer	15
	Project Accountant	25
	Project Coordinator	27
	Project and Communications Assistant	18
	Property Management Coordinator	24
	Property Services Coordinator	27
	Property Valuator/Negotiator	25
	RCMP Computer Systems Specialist	26
(C)	Reader – RCMP	20
	Records Management Clerk	15
	Records Management Coordinator	26
	Records Supervisor – RCMP	22
	Research Assistant – Planning	21
	Revenue Accountant	28
	Scheduling Clerk	15
	Secretary – Development Services	18
	Senior Building Inspector	28
	Senior Systems Analyst	28
(C)	Storekeeper – Buyer 1	19
(C)	Storekeeper – Buyer 2	22
(A)	Supervisor – Building Services	16
	Supervisor – Crisis Intervention	24
	Supervisor – Development Servicing	27
	Supervisory Survey Technologist	25
	Support Clerk	14
(B)	Survey Assistant 1	12
	Survey Assistant 2	15
(C)	Survey Technician 1	17
(C)	Survey Technician 2	22
	Sustainable Transportation Coordinator	21
	System Liaison Specialist	23
	Systems Analyst	26
	Systems Architect	30
	Technical Assistant 1	17
	Technical Assistant 2	19
	Technical Assistant 4	25

SCHEDULE "A" (cont'd)

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<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
	Technical Services Specialist	28
	Telephone Operator/Receptionist	12
	Telephone Operator/Receptionist – City Hall	12
	Traffic Engineering Technician	21
	Traffic Technician	23
	Transportation Planner	28
	Transportation Technologist	27
(C)	User Analyst	22
	Word Processing Clerk – Community Development	14
	Word Processing Clerk	15

NOTES:

(A) Employees work a thirty-seven and one half (37½) hour week

(B) Semi-annual increments

(C) Employees work a forty (40) hour week

*denotes value as a result of bargaining (2016-2019 Collective Agreement)

Where employees have a normal work week that is different than thirty-five (35) hours per week, they shall be paid their hourly rate multiplied by the number of hours worked.

Classes and/or pay grades that have been abolished, established, reclassified, revalued and/or retitled subsequent to the commencement of the term of Agreement are only effective up to or from the date such change occurred.

CITY OF NORTH VANCOUVERHOURLY RATES – INSIDE STAFF

Key: A = 2020 January 01 – December 31
 B = 2021 January 01 – December 31

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
9	A	20.44	21.26	22.09	22.93	23.91
	B	20.85	21.69	22.53	23.39	24.39
10	A	21.26	22.09	22.93	23.91	24.85
	B	21.69	22.53	23.39	24.39	25.35
11	A	22.09	22.93	23.91	24.85	25.82
	B	22.53	23.39	24.39	25.35	26.34
12	A	22.93	23.91	24.85	25.82	26.89
	B	23.39	24.39	25.35	26.34	27.43
13	A	23.91	24.85	25.82	26.89	28.00
	B	24.39	25.35	26.34	27.43	28.56
14	A	24.85	25.82	26.89	28.00	29.12
	B	25.35	26.34	27.43	28.56	29.70
15	A	25.82	26.89	28.00	29.12	30.33
	B	26.34	27.43	28.56	29.70	30.94
16	A	26.89	28.00	29.12	30.33	31.60
	B	27.43	28.56	29.70	30.94	32.23
17	A	28.00	29.12	30.33	31.60	32.90
	B	28.56	29.70	30.94	32.23	33.56
18	A	29.12	30.33	31.60	32.90	34.27
	B	29.70	30.94	32.23	33.56	34.96
19	A	30.33	31.60	32.90	34.27	35.68
	B	30.94	32.23	33.56	34.96	36.39
20	A	31.60	32.90	34.27	35.68	37.18
	B	32.23	33.56	34.96	36.39	37.92

SCHEDULE "A" (cont'd)

Key: A = 2020 January 01 – December 31
 B = 2021 January 01 – December 31

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
21	A	32.90	34.27	35.68	37.18	38.73
	B	33.56	34.96	36.39	37.92	39.50
22	A	34.27	35.68	37.18	38.73	40.35
	B	34.96	36.39	37.92	39.50	41.16
23	A	35.68	37.18	38.73	40.35	42.12
	B	36.39	37.92	39.50	41.16	42.96
24	A	37.18	38.73	40.35	42.12	43.90
	B	37.92	39.50	41.16	42.96	44.78
25	A	38.73	40.35	42.12	43.90	45.73
	B	39.50	41.16	42.96	44.78	46.64
26	A	40.35	42.12	43.90	45.73	47.69
	B	41.16	42.96	44.78	46.64	48.64
27	A	42.12	43.90	45.73	47.69	49.76
	B	42.96	44.78	46.64	48.64	50.76
28	A	43.90	45.73	47.69	49.76	51.87
	B	44.78	46.64	48.64	50.76	52.91
29	A	45.73	47.69	49.76	51.87	54.07
	B	46.64	48.64	50.76	52.91	55.15
30	A	47.69	49.76	51.87	54.07	56.46
	B	48.64	50.76	52.91	55.15	57.59
31	A	49.76	51.87	54.07	56.46	58.85
	B	50.76	52.91	55.15	57.59	60.03
32	A	51.87	54.07	56.46	58.85	61.41
	B	52.91	55.15	57.59	60.03	62.64

SCHEDULE "A" (cont'd)

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Key: A = 2020 January 01 – December 31
 B = 2021 January 01 – December 31

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
33	A	54.07	56.46	58.85	61.41	64.07
	B	55.15	57.59	60.03	62.64	65.35

* Except as indicated otherwise, the time frames for eligibility for increments are set out in Article 4.7.

SCHEDULE "B"CITY OF NORTH VANCOUVERHOURLY PAY RATES – OUTSIDE STAFF

Key: A = 2020 January 01 – December 31
 B = 2021 January 01 – December 31

<u>Classification</u>	<u>Effec. Date</u>	<u>Hourly Rate</u>
Labourer 1	A	28.82
	B	29.40
Labourer 2	A	29.13
	B	29.71
Labourer 3	A	29.62
	B	30.21
Litter Collector	A	29.13
	B	29.71
Formsetter-Concrete Finisher	A	32.13
	B	32.77
Timber Worker	A	31.08
	B	31.70
Asphalt Raker	A	30.11
	B	30.71
Lead Hand – Asphalt Crew	A	31.43
	B	32.06
Pipefitter – Layer	A	31.08
	B	31.70
Equipment Operator 1	A	30.33
	B	30.94
Equipment Operator 2	A	31.08
	B	31.70
Equipment Operator 3	A	31.43
	B	32.06

SCHEDULE "B" (cont'd)

Key: A = 2020 January 01 – December 31
 B = 2021 January 01 – December 31

<u>Classification</u>	<u>Effec. Date</u>	<u>Hourly Rate</u>
Equipment Operator 4	A	31.88
	B	32.52
Equipment Operator 4A	A	33.05
	B	33.71
Equipment Operator 4B	A	33.77
	B	34.45
Equipment Operator 5	A	34.99
	B	35.69
Parks Service Worker	A	35.37
	B	36.08
Tree Worker	A	33.93
	B	34.61
Truck Driver 1	A	30.11
	B	30.71
Truck Driver 2	A	30.89
	B	31.51
Truck Driver 3	A	31.25
	B	31.88
Truck Driver – Swamper 1	A	30.89
	B	31.51
Truck Driver – Swamper 2	A	31.25
	B	31.88
Truck Driver – Tank Trailer	A	31.84
	B	32.48
Trades 2 – Mechanic	A	40.34
	B	41.15

SCHEDULE "B" (cont'd)

Key: A = 2020 January 01 – December 31
 B = 2021 January 01 – December 31

<u>Classification</u>	<u>Effec. Date</u>	<u>Hourly Rate</u>
Trades 2 – Gardener	A	39.67
	B	40.46
Trades 1 – Gardener	A	35.37
	B	36.08
Trades 1 – Mechanic	A	35.37
	B	36.08
Trades 1 – Pump Mechanic	A	35.37
	B	36.08
Trades 1 – Stonemason	A	35.37
	B	36.08
Utility Tradesman – Painting and Carpentry (M/F)	A	37.67
	B	38.42
Utility Tradesworker – Waterworks (M/F)	A	37.67
	B	38.42
Utility Worker – Painting and Carpentry	A	35.37
	B	36.08
Utility Worker – Parks	A	30.54
	B	31.15
Service Centre Attendant	A	29.62
	B	30.21
Garage Assistant	A	29.92
	B	30.52
Caretaker – Cemeteries	A	30.54
	B	31.15
Park Attendant	A	29.62
	B	30.21
Maintenance Worker – Utilities	A	31.43

SCHEDULE "B" (cont'd)

Key: A = 2020 January 01 – December 31
 B = 2021 January 01 – December 31

Classification	Effec. Date	Hourly Rate
	B	32.06
Operations Maintenance Worker	A B	30.54 31.15
Irrigation Systems Worker	A B	36.47 37.20
Field Arborist	A B	37.67 38.42
Supervisor, Garage	A B	44.91 45.81
Supervisor, Operations	A B	42.24 43.08
Road Marking Worker	A B	30.83 31.45
Assistant Supervisor, Operations	A B	32.13 32.77

4-YEAR TERM APPRENTICES

Wage differentials shall be based upon the hourly wage rate for Trades 2 as follows, subject to the understanding that the rate for Labourer 1 shall constitute the minimum amount payable:

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

SCHEDULE "C"

CITY OF NORTH VANCOUVER

CLASSES REQUIRED TO WORK OTHER THAN THE
NORMAL WORK WEEKINSIDE EMPLOYEESFacilities Division

Employees classed as Maintenance Planner, Building Maintenance Coordinator, Physical Plant Maintenance Worker 1 and Facilities Maintenance Worker 1 shall work a thirty-seven and one-half (37½) hour week, Monday to Friday. The work day shall consist of eight and one-half (8½) consecutive hours, inclusive of an unpaid one (1) hour meal break between the hours of 7:00 a.m. and 5:00 p.m. Monday to Friday.

By-Law Enforcement

Employees classed as By-Law Enforcement Supervisor, Bylaw Enforcement Officer 1 and 2, and Parking Bylaw Enforcement Officer may work a forty (40) hour work week as provided in Schedule "A", between the hours of 8:00 a.m. and 5:30 p.m. with a one-half hour (½) meal break. The work week will consist of five (5) consecutive days, either Monday through Friday, or Tuesday through Saturday.

All new employees classified as By-Law Enforcement Supervisor, Bylaw Enforcement Officer 1 and 2, or Parking Bylaw Enforcement Officer may work a forty (40) hour work week as provided in Schedule "A". The work day shall consist of eight and one-half (8½) consecutive hours, inclusive of an unpaid one-half (½) hour meal break between the hours of 8:00 a.m. and 9:00 p.m. The work week shall consist of any five (5) consecutive days with two (2) consecutive days off. Shift differential shall apply to regular hours of work outside of the period of 7:30 a.m. to 6:00 p.m. pursuant to Articles 3.1 and 4.8.

Committee Clerk

Employees hired or promoted into the classification of Committee Clerk – Secretary shall work their regularly scheduled shift between the hours of 8:30 a.m. and 11:00 p.m., Monday to Thursday.

Development Services Division, Engineering, Parks & Environment

Employees classified as Development Technician, Development Technician 2, and Technical Assistant may work any seven (7) consecutive hours, exclusive of an unpaid one (1) hour meal break, between the hours of 7:00 a.m. and 7:00 p.m. Monday to Friday.

Information Technology Department

Employees classified at the level of Client Services Technician or higher shall work their regular shift between the hours of 7:00 a.m. and 11:00 p.m., Monday to Friday, and may also be scheduled for a regular shift on Saturday between 8:30 a.m. and 5:00 p.m. Employees will schedule their hours of work with the

SCHEDULE "C" (cont'd)

Page 2

agreement of their Supervisor; where there is no agreement the Supervisor shall set the schedule with a minimum of two (2) weeks' notice to the employee(s).

Incumbents of the Client Services Specialist 1 or higher classifications as of 2004 February 23 shall remain covered by the provision in the 2000 – 2002 Collective Agreement. By mutual agreement such incumbents may be covered by the above provision.

Inspection Division

Employees classified as Senior Building Inspector, Building Inspector, Electrical Inspector, Plumbing and Gas Inspector, and Plan Checker 1 and 2 may have their hours of work adjusted to commence work at 8:00 a.m. during the months of June to September.

Operations Centre

Employees classified as Buyer and Storekeeper-Buyer 1 and 2 who work at Operations shall work 8:00 a.m. to 4:30 p.m., Monday through Friday, inclusive of one-half (½) hour for lunch.

Public Space Assistant

Employees classified as Public Space Assistant may work any seven (7) consecutive hours, exclusive of an unpaid one (1) hour meal break, between the hours of 7:00 a.m. and 11:00 p.m. any five (5) consecutive days of seven (7).

Shipyards

Maintenance Planner

Employees classified as Maintenance Planner shall work any eight (8) consecutive hours, inclusive of an unpaid one-half (1/2) hour meal break, with the start of each shift commencing between the hours of 7:00 a.m. and 12:00 a.m., and five (5) consecutive days with two (2) consecutive days off, except when changing work weeks.

Operations Maintenance Worker

Employees classified as Operations Maintenance Worker shall work any eight (8) consecutive hours, exclusive of an unpaid one-half (1/2) hour meal break, with the start of each shift commencing between the hours of 7:00 a.m. and 12:00 a.m., and five (5) consecutive days with two (2) consecutive days off, except when changing work weeks.

Supervisor – Building Services and Building Service Worker

Employees classified as Supervisor – Building Services and Building Service Worker shall work eight (8) consecutive hours, inclusive of an unpaid one-half (½) hour meal break, with the start of each shift commencing between the hours of 6:00 a.m. and 11:00 p.m., any five (5) consecutive days with two (2) days of rest. An individual shift schedule is to be established by management within sixty (60) calendar

SCHEDULE "C" (cont'd)

days of hire and after that, seven (7) calendar days' notice of change in shift schedule is required, otherwise overtime rates will apply.

Survey Crews

Employees classified as Survey Assistant 1, and 2, Survey Technician 1 and 2, and Supervisory Survey Technologist work Monday through Friday, 8:30 a.m. to 4:00 p.m. with a one-half (½) hour for lunch.

Transportation Division

Employees classified as Transportation Technologist, Traffic Engineering Technician, Traffic Technician and Technical Assistant 1 may work any seven (7) consecutive hours, exclusive of an unpaid one (1) hour meal break, between the hours of 7:00 a.m. and 8:00 p.m., Monday to Friday.

Police Administration Department

- (a) Employees classified in the following positions may work any seven (7) consecutive hours, exclusive of an unpaid one (1) hour meal break, between the hours of 7:00 a.m. and 5:00 p.m., Monday to Friday:

Exhibit Custodian

- (b) Employees classified in the following positions may work any seven (7) consecutive hours, exclusive of an unpaid one (1) hour meal break, between the hours of 7:00 a.m. and 10:00 p.m., Monday to Friday:

Clerk – Community Policing
Communications Support Specialist

- (c) Employees classified in the following position may work any seven (7) consecutive hours, exclusive of an unpaid one (1) hour meal break, between the hours of 6:00 a.m. and 10:00 p.m.:

PRIME Reviewer
PRIME Records Specialist
Operational Communications Centre Supervisor

- (d) Employees classified in the following positions may work any seven (7) consecutive hours, exclusive of an unpaid one (1) hour meal break, between the hours of 6:00 a.m. and 10 p.m., Monday to Friday:

C.P.I.C. Operator-Clerk
Records Supervisor – R.C.M.P.
Operational Communication Centre Supervisor

SCHEDULE "C" (cont'd)

Page 4

- (e) Employees classified in the following positions may work any eight (8) consecutive hours, exclusive of an unpaid one (1) hour meal break, between the hours of 6:00 a.m. and 10:00 p.m., Monday to Friday:

Reader – RCMP

- (f) Employees classified in the following positions may work any eight (8) consecutive hours, exclusive of an unpaid one (1) hour meal break, between the hours of 6:00 a.m. and 5:00 p.m., Monday to Friday:

Fleet Maintenance Coordinator

- (g) Employees classified in the following positions may work any seven (7) consecutive hours, exclusive of an unpaid one (1) hour meal break, between the hours of 6:00 a.m. and 5:00 p.m., Monday to Friday:

Administration Clerk
Crime Analyst Assistant
Clerk 3
Clerk Typist 3

- (h) Employees classified in the following positions may work any seven (7) consecutive hours, exclusive of an unpaid one (1) hour meal break, between the hours of 5:30 a.m. and 5:00 p.m., Monday to Friday:

Clerical Supervisor – RCMP
Clerk – Court Documentation

- (i) Employees classified in the following position may work any seven (7) consecutive hours, exclusive of an unpaid one (1) hour meal break, between the hours of 8:00 a.m. and 5:00 p.m., Monday to Friday:

Scheduling Clerk
Clerk Typist 2

- (j) Employees classified in the following position may work any seven (7) consecutive hours, exclusive of an unpaid one (1) hour meal break, between the hours of 8:00 a.m. and 8:00 p.m.:

Police Clerk

- (k) Employees classified in the following positions may work any seven (7) consecutive hours, exclusive of an unpaid one (1) hour meal break, between the hours of 7:00 a.m. and 11:00 p.m., any five (5) consecutive days of seven (7):

Crisis Intervention Worker
Supervisor – Crisis Intervention

Community Policing Services Supervisor

- (l) Employees classified in the following position may work twelve (12) consecutive hours on the 4x4 (12) hour shift schedule, starting between the hours of 5:30 a.m. and 8:00 a.m. for dayshift, and starting between the hours of 5:30 p.m. and 8:00 p.m. for nightshift:

Custodial Guard

- (m) Employees classified in the following position may work any seven (7) consecutive hours, exclusive of an unpaid one (1) hour meal break, between the hours of 7:00 a.m. and 11:00 p.m. any five (5) consecutive days of seven (7):

Community Police Office Coordinator

- (n) Employees classified in the following position may work any ten (10) consecutive hours, exclusive of a one (1) hour unpaid meal break, between the hours of 8:00 a.m. to 10:00 p.m. Employees will be assigned to work four (4) consecutive shifts followed by four (4) consecutive days of rest.

Police Clerk (Operations Support)

- (o) Employees classified in the following position may work any eight (8) consecutive hours, exclusive of an unpaid meal break, between the hours of 6:00 a.m. and 11:00 p.m., any five (5) consecutive days of seven (7).

Crime Analyst

- (p) Employees classified in the following position may work any seven (7) consecutive hours between 8:00 a.m. and 5:00 p.m., Monday to Friday, exclusive of an unpaid one (1) hour meal break:

Telephone Operator/Receptionist – R.C.M.P.

- (q) Employees classified in the following position may be required to work any seven (7) consecutive hours between the hours of 6:00 a.m. and 10:00 p.m., Monday to Friday, exclusive of a one (1) hour meal break:

RCMP Computer Systems Specialist

- (r) Employees classified in the following positions may work rotating shifts covering twenty-four (24) hours per day and seven (7) days per week:

Communications Operator 1 and 2
Police Clerk

The daily shifts are 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 a.m. and 11:00 a.m. to 7:00 p.m., 7:00 p.m. to 3:00 a.m., 8:00 p.m. to 4:00 a.m. and 12:00 a.m. to 8:00 a.m. All employees work

irregular numbers of consecutive days, but the hours of work average thirty-five (35) per week over each twenty-eight (28) day cycle.

For as long as the Letter of Understanding, attached to this Agreement as Schedule "F", relating to – Communications Operators – twelve (12) Hour Shift, is in full force and effect the above provisions shall not apply. In the event that the Letter of Understanding is terminated by either party the above provisions shall apply.

- (s) Employees classified in the following position may work any seven (7) consecutive hours between the hours of 6:00 a.m. and 10:00 p.m., exclusive of an unpaid one (1) hour meal break, any five (5) consecutive days of seven:

Forensic Video Technician

- (t) Employees classified in the following position may work any seven (7) hours (exclusive of an unpaid meal period) between the hours of 6:00 a.m. and 12:00 a.m. any five (5) consecutive days of seven (7):

Auxiliary Constable Program Coordinator

- (u) Employees classified in the following position will work any ten (10) consecutive hours (exclusive of a one (1) hour unpaid meal period) between the hours of 5:00 a.m. and 8:00 p.m. any four (4) consecutive days of seven (7).

Court Liaison Officer

- (v) Employees classified in the following position may work any consecutive seven (7) hours, exclusive of a one (1) hour unpaid meal break, between the hours 6:00 a.m. to 10:00 p.m.

Front Counter and Operations Support Supervisor

Note: In all the classifications outlined above it is agreed and understood that the employee and the supervisor shall agree on the work schedule within the noted ranges and where there is disagreement, the supervisor shall make the final decision.

OUTSIDE EMPLOYEES

New Construction and Maintenance Construction

Outside employees involved in this work may have their hours adjusted to commence work no earlier than 7:00 a.m. and finish no later than 4:45 p.m.

Street Cleaning and Litter Collecting

Outside employees engaged in this work may have their hours adjusted to commence work no earlier than 7:00 a.m.

Salting Crews

In winter when icy road conditions prevail, a crew may regularly work, patrolling and salting as required, from 11:30 p.m. to 8:00 a.m. on five (5) consecutive days per week, but normally Monday to Friday. A one-half (½) hour for lunch. In the event such work is performed on a Sunday, ten (10) hours' pay will be granted for eight (8) hours of work.

Garage

Employees engaged in work at the City Garage work any eight (8) consecutive hour shifts between 6:00 a.m. and 10:00 p.m. with a one-half (½) hour lunch break, Monday to Friday. Shifts will be rotated on a mutually agreed basis between the employee and supervisor, and where there is no mutual agreement, such rotation schedule will not exceed four (4) weeks at one time.

Tidal Work

The work week will consist of five (5) consecutive days, normally Monday to Friday. The work day will consist of eight and one-half (8½) consecutive hours, inclusive of one-half (½) hour for a meal, with the commencement of each day's shift to coincide with the tide.

Park Attendant/Caretaker

The Caretakers work any eight (8) consecutive hours, exclusive of an unpaid one-half (½) hour meal break, between the hours of 8:00 a.m. and 12:00 a.m. Employees will work any five (5) consecutive days with two (2) consecutive days off, except when changing work weeks. This provision also applies to Caretaker – Cemeteries and Labourers assigned at the Cemetery.

Parks Sprinkling Crews

Employees designated to be on the Parks Sprinkling Crews may work 11:30 p.m. to 8:00 a.m. Monday through Friday during July and August.

Emergency Shift

The Employer can create an emergency shift and the Union will be notified immediately for purposes of emergency.

Service Centre Attendant

Employees classified as Service Centre Attendant work eight (8) consecutive hours between 6 a.m. and 4:30 p.m., Monday to Friday.

Note: The employee and the Supervisor shall agree on the individual work schedule within the above range, and where there is no agreement the Supervisor shall make the decision.

SCHEDULE "C" (cont'd)

Street Sweeping and Flower Basket Watering

Employees engaged in street sweeping or flower basket watering may have their hours adjusted to commence work no earlier than 6:00 a.m.

Line Painting

Employees engaged in line painting may have their hours adjusted to commence work no earlier than 5:00 a.m.

SCHEDULE "D"SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

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

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

Example:

An employee hired in 1999 is in their (11th) calendar year during 2009. The employee in 2009 will be credited with 5 supplementary working days which may be taken at any time between 2009 and 2013, both years included. In 2014 the employee will be credited with a further five (5) supplementary working days, etc.

*The working day entitlement is based upon a five day work week.

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2012 TO 2021 BY YEAR HIRED

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

SCHEDULE "E"

This is Schedule "E" referred to in Article 10.6 of this Agreement

A. The Employer and the Union agree as follows:

The following are items 21 and 24 of the Memorandum of Agreement dated 14 June, 1977, and entered into between the bargaining representatives of the Employer et al. and the bargaining representatives of the Union et al.

21. With respect to the Unions' proposal for a Compressed Work Week based on present hours, it is agreed that decisions regarding whether or not, and, if so, to what extent compressed work weeks should be introduced into the operation of any of the Employers, should be made in local discussions between individual Employers and their respective Local Union. It is agreed, however, that arrangements for the conversion of fringe benefits from a 5-day week basis to a 4-day week basis or to a 9-day fortnight basis shall be made in accordance with one or other of the standard formulas the details of which are set forth in Appendix "A" which is attached to this Schedule "E".

It is expressly agreed that the various formulas which are to be included within all new Agreements, are to be based upon the principle that any adjustment from a 5-day week is to be accomplished with neither any additional salary or benefit cost to the Employers nor any reduction in the salaries or benefits received by their employees.

24. Both parties agree to the principle of job training programs. The details and implementation of employee training programs designed to improve employee effectiveness shall be a topic for local discussions.

B. The Employer and the Union agree as follows:

The following is item 13 of the Memorandum of Agreement dated April 30, 1981, and entered into between the bargaining representatives of the Employer et al and the bargaining representatives of the Union et al.

13. Handicapped Workers

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

C. The Employer and the Union agree as follows:

The following is item 11(q) of the Memorandum of Agreement dated 2014 February 06, and entered into between the bargaining representatives of the Employer and the bargaining representatives of the Union:

SCHEDULE "E" (cont'd)

- (q) establishing a committee of one (1) Employer representative and one (1) Union representative to review Letters of Understanding and other letters of agreement between the parties (collectively the "Letters"), to determine whether the Letters are still in effect and to ensure job titles and other information contained in the Letters are current. The Committee does not have authority to make any substantive changes to the Letters.

APPENDIX "A"

This is the Appendix referred to in Section A21 of Schedule "E"

PRINCIPLES GOVERNING THE CONVERSION OF EMPLOYEES' FRINGE BENEFITS
IN CASES OF INTRODUCTION OR RENEWAL OF COMPRESSED WORK WEEKS

In the event that any of the parties to this Memorandum of Agreement decide in local discussions to extend the existing conversion of, or to convert the work week of the employees staffing the whole or a part of an Employer's operations, from five (5) working days to four (4) working days per week or to nine (9) working days per fortnight, it has been agreed that such employees' fringe benefits shall be converted as follows:

1. Basic annual working hours shall be calculated as $260.89 \times$ daily working hours as per the 5-day week; e.g., $260.89 \times 7 = 1826.25$, or $260.89 \times 7.5 = 1956.675$.
2. Basic annual public holiday hours shall be calculated as $11 \times$ daily hours as per the 5-day week; e.g. $11 \times 7 = 77$, or $11 \times 7.5 = 82.5$.
3. Account shall be taken of the difference in basic annual rest period allowances; e.g., 52.178 weeks $\times 5$ days $\times 20$ minutes (= 86.96 hours) in the case of the standard 5-day week; $52.178 \times 4 \times 20$ minutes (= 69.57 hours) in the case of the 4-day week; and $52.178 \times 4.5 \times 20$ minutes (= 78.27 hours) in the case of the 9-day fortnight.
4. Employees shall have at least two (2) of their days off in any week consecutive, and such days off shall for purposes of Overtime pay be deemed to be the "first scheduled rest day" and the "second scheduled rest day". Pay for any work on the third day off in any week shall be in accordance with the normal daily overtime rates.
5. For the purposes of Overtime pay on scheduled working days, normal daily working hours and the normal work week shall be considered to be those lengths of time established by the parties pursuant to paragraph 8 herein.
6. Annual Vacation entitlement and all 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 the daily working hours as per the previous 5-day week. All deductions or debits shall be made on the basis that each working day of absence shall be measured as the length of time established by the parties pursuant to paragraph 8 herein.
7. Notwithstanding any clause in a Collective Agreement to the contrary, an employee shall not receive pay for acting senior capacity where the employee has been temporarily required to

accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the compressed work week.

8. In order to establish the length of the compressed work day and the compressed work week, the parties are to be governed by the principle that the basic annual working hours less basic annual public holiday hours and less basic annual rest period allowances are to remain the same under the compressed work week as they were under the standard work week.

The parties will be free to decide how to deal with the matter of the public holidays in accordance with one or other of the three following ways, and their decisions will determine automatically the lengths of the compressed work day and work week.

- (a) Revert to a standard 5-day week in any week when a public holiday occurs;
 - (b) Change days off during any week when a public holiday occurs in order that each employee will work on four (4) days in every week of the year with the sole exception being when Christmas Day and Boxing Day are observed in the same week in which case each employee will work three (3) days in that week and five (5) days in the immediately preceding week.
 - (c) Have a compressed work day off with pay for each public holiday, and owe the Employer the difference in hours between the length of the compressed work days and the length of the employee's former standard work day.
9. Whenever any doubt arises as to how the fringe benefit conversion should be made with respect to any item (whether or not covered by this Schedule "E"), the doubt shall be resolved by reference to the basic principle agreed upon by all parties to this Memorandum, i.e., there shall be no additional salary or benefit cost to the Employer, and no reduction in the salaries or benefits received by the employees.
10. In the event any Employer and its respective Union wish to amend or continue an existing experimental compressed work week, or wish to introduce a compressed work week, they will be required to obtain the approval of the Joint Language Sub-Committee with respect to their proposed formula for converting employee fringe benefits.

SCHEDULE "F"

This is Schedule "F" referred to in Article 10.6
and in Schedule "C" of this Agreement

LETTER OF UNDERSTANDINGCommunications Operators – 12 Hour Shift

All items in this proposal are in accordance with the Collective Agreement. Where a number is shown to indicate the amount of days, substitute x 7 hours (i.e. 15 days' vacation would read 105 hours). For clarification and explanation, parts of some of these sections are shown below with the conversion already completed.

Implementation

This proposed compressed work week will affect Communications Operators only. An initial trial period is proposed from March 13 to June 30, 1982, both dates inclusive, and shall remain in full force and effect for further six month periods thereafter unless either party hereto gives the other party hereto one month's written notice of its intention to change, amend or terminate any agreement at the expiry date or subsequent expiry dates.

Hours of Work

One work shift shall span twelve (12) consecutive hours inclusive of an unpaid one (1) hour meal break or two (2) one-half (½) hour meal breaks, and two (2) paid fifteen (15) minute rest periods, all to be scheduled by the Corporation. The work day will be deemed to be eleven (11) hours. The work period will consist of four (4) consecutive work shifts following by four (4) consecutive days of rest.

Overtime

Overtime rates shall be in accordance with the Collective Agreement, that is:

- (1) x 1½ for the first 2 hours of overtime on any regular working day if worked immediately preceding or immediately following an employee's regular shift
- (2) x 2 for all overtime beyond 2 hours on any regular working day if worked immediately preceding or immediately following an employee's regular shift
- (3) x 2 for all overtime worked at any other time than immediately preceding or immediately following an employee's regular shift

SCHEDULE "F" (cont'd)

Page 2

Paid Meal Breaks Re Overtime

These will be in accordance with Article 4.16 of the Collective Agreement.

Vacations

- (1) New employees with less than twelve (12) calendar months of service, seven (7) hours for each month worked to a maximum of seventy (70) working hours. In the first (1st) part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of one hundred and five (105) hours for each month, or portion of a month greater than one-half ($\frac{1}{2}$), worked by December 31st.
- (2) During the second up to and including the seventh calendar year of service-one hundred and five (105) hours.
- (3) During the eighth up to and including the fifteenth calendar year of service - one hundred and forty (140) hours.
- (4) During the sixteenth up to and including the twenty-third calendar year of service - one hundred and seventy-five (175) hours.
- (5) During the twenty-fourth and all subsequent calendar years of service - two hundred and ten (210) hours.
- (6) It is agreed that in the case of 105, 140 and 175 hours' annual vacation periods, no more than two (2) weeks (70 hours) may necessarily be consecutive.
- (7) An employee who is entitled to annual vacation of 140 working hours or more in any year:

Shall take at least 105 working hours of such annual vacation during the year in which he/she earns such vacation and may defer the taking of any part of such annual vacation in excess of 105 working hours.

PROVIDED HOWEVER that the maximum deferred vacation which an employee may accumulate at any one time shall be 140 hours.

Supplementary Vacation

Each employee shall be entitled to paid supplementary vacation in addition to the annual vacation in accordance with Article 6.2(e) of the Collective Agreement. By referring to the "Table showing regular annual vacation and supplementary vacation entitlement in working days for the years 2007 to 2016 by years hired" an employee would refer to the appropriate square and multiply the number of days shown by 7 hours to obtain the correct number of hours.

Vacation in the Year of Retirement

The number of days an employee would be entitled to, in accordance with Article 6.2(f) of the Collective Agreement, would be multiplied by 7 hours to obtain the correct number of hours the employee would receive.

Public Holiday Bank

At the beginning of each year (January 1) each full-time employee will have their "Public Holiday Bank" credited with 84 hours (12 Public Holidays x 7 hours). Employees starting full-time employment after January 1 will have their "Public Holiday Bank" credited with the number of public holidays still to come in the year x 7 hours. All time in the employee Public Holiday Bank (84 hours maximum) must be taken in the year earned or else forfeited by the employee.

If an employee, in this group, is scheduled, and does work on a public holiday, then in addition to receiving the aforementioned credits, their "Overtime Bank" will be credited with a one-half (½) time premium, expressed in hours, for all hours actually worked on the public holiday.

The employee will also be receiving regular pay for the hours worked on the public holiday.

Sick Leave

In accordance with Article 6.4 of the Collective Agreement, full-time employees shall be granted sick leave with pay on the basis of 11.66 hours per month (140 hours per year) retroactive to the first completed calendar month of employment. Any unused portions of sick leave shall accumulate to a maximum of 840 hours.

Workers' Compensation

Workers' Compensation benefits shall be paid in accordance with Article 6.6 of the Collective Agreement.

Bereavement Leave

In accordance with Article 6.7 of the Collective Agreement where, after six (6) months of employment, an employee may be granted bereavement leave without loss of pay for a period not to exceed twenty one (21) working hours. Where an employee who qualifies for this twenty one (21) hours is required to travel outside the Lower Mainland, they may be granted an additional fourteen (14) hours of leave without loss of pay. An employee may be granted up to four (4) hours' leave to attend a funeral as a pallbearer or a mourner.

Retirement Benefit

The cash settlement for any unused sick leave will not exceed two hundred ten (210) hours.

Service Severance Pay

Employees leaving the service of the Corporation, other than on retirement and who have completed ten (10) years of service or more, shall be paid fourteen (14) hours' pay for each year of service.

Employees retiring from the service of the Corporation shall be paid at the rate of twenty eight (28) hours' pay for each year of service with the Corporation.

Shift Differential (Premium)

The normal hours of work per day shall be in accordance with the Collective Agreement. Shift differential of seventy-five cents (75¢) per hour will be paid for all hours worked outside 8:00 a.m. to 4:00 p.m.

Combining Time Off

Employees will be allowed to take banked Public Holidays in advance of being earned and, as management does not want an employee off for a part of a shift, the employee will be allowed to combine part days of regular vacation, banked public holiday time and accumulated time off to make up a full shift. Upon separation of employment, an employee will be deducted for time off taken from their regular vacation and Public Holiday Banks in advance of this time being earned.

Pay Periods

Employees will receive seventy seven (77) hours' pay bi-weekly. Distribution of time off will be based on the number of hours actually taken (a full day shift would equal eleven (11) hours).

Auxiliary Employees

- (1) Auxiliary Employees are entitled to a percentage in lieu of benefits in accordance with Article 6.27 of the Collective Agreement.
- (2) Hours of Work, Paid Meal Breaks and Meal Allowances and Shift Differential as set out in this Letter of Understanding shall apply to Auxiliary Employees.
- (3) Overtime shall be in accordance with Article 4.13 of the Collective Agreement.
- (4) The work periods shall be comprised of eight consecutive days to be defined as days 1 to 8, or 9 to 16, or 17 to 24, or 25 to 32, or 33 to 40 on the attached schedule. The schedule reverts to day 1 after day 40. For instance, an Auxiliary may work at regular wages days 6, 7, 8, 9, off 10, 11, work 12, 13, 14. Overtime would be paid for work on day 10 as it is the fifth consecutive day of work, or for work on day 15 as it is the fifth day of work in the work period.

It is agreed and understood that any matter not specifically referred to in this document shall be governed by the terms and conditions of the Collective Agreement between the Corporation of the City of North Vancouver and the Canadian Union of Public Employees, Local 389.

DATED this 1st day of March, 1982.

For the Corporation of the City of North
Vancouver

For the Canadian Union of Public Employees,
Local 389

"Bruce Hawkshaw"

"Harry S. Greene"

"Thomas Kelly"

Updated during the drafting of the 1997-1999 Collective Agreement to reflect changes made to the body of the Collective Agreement. Amended during the drafting of the 2003-2006, 2007-2011 and 2012-15 Collective Agreements.

LETTER OF UNDERSTANDING

between

THE CITY OF NORTH VANCOUVER
(the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389
(the "Union")

CASUAL POOL EMPLOYEES

The Employer and the Union agree that for as long as this Letter of Understanding is in place, the following provisions shall apply to those employees who are part of the Casual Pool administered by the Personnel Department.

1. The Employer will advise the Union of the names of the employees who are part of the Casual Pool.
2. The Employer will advise the Union of the work assignments given to employees in the Casual Pool.
3. Regardless of the length of an assignment, employees in the Casual Pool will retain the status of Auxiliary Employees and shall be paid the appropriate percentage in lieu of benefits (i.e., the employees will not convert to Temporary Full-Time status).
4. An employee in the Casual Pool who is appointed to a posted Regular Full-Time, Regular Part-Time, or Temporary Full-Time position shall convert to the appropriate status and shall not be covered by this Letter of Understanding.

This Letter of Understanding shall continue in effect until 1996 December 31 and shall remain in effect thereafter until either party serves written notice to cancel it during a period of bargaining. Such cancellation shall only be effective at the conclusion of such bargaining if no other arrangements are mutually agreed.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

"John E. Loucks"

"Mike Hocevar"

"Bruce Hawkshaw"

"Sarah Johnston"

DATED January 4, 1996

LETTER OF UNDERSTANDING

between the

CITY OF NORTH VANCOUVER
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389
(hereinafter called "the Union")

HOURS OF WORK

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

1. The Employer shall provide the Union with no less than thirty (30) calendar days' written notice of the intended change, the names of the position(s) and incumbent(s) impacted, the reason(s) for the change and duration, and provide an opportunity to meet within the thirty (30) days of the Union receiving the written notification in order to discuss the proposed change(s).
2. The Union will provide a written response within thirty (30) calendar days of the meeting which shall include primary reasons for withholding their consent.
3. Where there is no mutual agreement, the matter may be referred within twenty (20) calendar days of receiving the Union's response to an Hours of Work Umpire who shall convene a hearing for a final and binding decision at any time, but no later than twenty (20) calendar days from the date the Employer referred the matter to the Umpire. No change to the hours of work shall be implemented until such time as the Umpire has reached a decision and notified both parties in writing. It shall be the Employer's responsibility for establishing the rationale for the change in hours of work.
4. The cost of the Umpire, the cost of meeting room, and leave without loss of pay for up to three (3) employees to attend the hearing shall be borne by the Employer.
5. The Hours of Work Umpire shall evaluate whether the Union has been unreasonable in denying the Employer's request after considering the Employer's rationale for the proposal, the impact on the personal and family needs of any affected incumbent(s), and the Union's rationale for denying the request.
6. Decisions of the Umpire shall not be precedent setting and shall be made within fourteen (14) calendar days of the matter being heard.

- 7. The Hours of Work Umpire shall be selected from the following list on a rotating basis. Should an Umpire not be available or indicate they will not be able to meet the time limit, the next name on the list shall be selected.

Julie Nichols

Colin Taylor

- 8. Employees who are affected by an hours of work change under this Letter of Understanding shall be offered the amended work shifts on the basis of seniority (high to low) provided they are qualified to perform the work. In the event there are insufficient employees who agree to accept the work shifts, the Employer shall assign the work in reverse order of seniority (low to high) to employees qualified to perform the work.
- 9. The parties agree that the Shift Premium provision applies seven (7) days a week.
- 10. The Employer and the Union agree that procedures under this Letter of Understanding do not relate to a "difference" within the meaning of Section 104(1) of the Labour Relations Code.

SIGNED this 4th day of January, 1996.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

“John E. Loucks”

“Mike Hocesvar”

“Bruce Hawkshaw”

“Sarah Johnston”

LETTER OF UNDERSTANDING

between the

CITY OF NORTH VANCOUVER
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389
(hereinafter called "the Union")

RE: SECONDARY SCHOOL STUDENT WORK EXPERIENCE PLACEMENT

The Parties to this Letter of Understanding agree to cooperate and facilitate the provincial Career Preparation Program through School District #44 in the City of North Vancouver. The purpose of this Letter of Understanding is to set in place the framework within which Work Experience placements at the City shall operate.

A Work Experience placement is designed to introduce students to specific work experiences and skills by placing the student in a working environment for an agreed period of time in order that the student can experience first hand the responsibilities of the workplace, jobs and skills the student will face when entering the workforce.

1. The Employer will provide the Union with one (1) month's notice, in writing, of its intent to place a student on a Work Experience placement program. There shall be a maximum of eight (8) students per calendar year and students shall not work more than thirty (30) hours per placement.
2. The student will not displace or cause a cutback in hours of a current employee. The student shall not be placed in a work unit or crew where an employee of that work unit or crew is laid off. The student shall not be placed during a labour dispute.
3. On the first day of the work experience the student will be given a general orientation to the workplace. This orientation shall include a review of: the organization's structure, the functions of each department, the physical layout of the place of employment, the role of the Union in the workplace, and the occupational health and safety program.
4. The student on a work experience placement must be supervised at all times by the employee(s) whose job the student is learning. An employee has a choice as to whether they wish to take on the task of supervising a student.

This Letter of Understanding shall expire on 1999 December 31 or thereafter upon forty-five (45) days' notice in writing by either party.

LETTER OF UNDERSTANDING - SECONDARY SCHOOL STUDENT
WORK EXPERIENCE PLACEMENT (cont'd)

DATED this 31st day of March, 1998.

Signed for the City of North Vancouver:

"A.K. Tollstam"

"R. Shore"

Signed for the Canadian Union of Public
Employees, Local 389:

"Cindy McQueen"

"C. Credico"

"Mike Hocevar"