

2020 – 2023

COLLECTIVE AGREEMENT

between the

CITY OF RICHMOND

and the

RICHMOND CIVIC EMPLOYEES' UNION, LOCAL 718

2020–2023
COLLECTIVE AGREEMENT
between the
CITY OF RICHMOND
and the
RICHMOND CIVIC EMPLOYEES' UNION, LOCAL 718

I N D E X

<u>CLAUSE</u>	<u>PAGE</u>
1. TERM OF AGREEMENT	1
2. UNION SECURITY	2
3. EMPLOYEE DEFINITIONS.....	2
4. REMUNERATION.....	3
4.1 Daily Guarantee	3
5. HOURS OF WORK AND WORK WEEK.....	4
6. SHIFT PREMIUMS.....	5
7. OVERTIME.....	5
7.1 Compensating Time Off	5
8. CALLOUT	6
9. STANDBY.....	7
10. MEAL BREAKS	8
11. FIRST AID PREMIUMS	8
12. VACATIONS	9
12.1 Vacations.....	9
12.2 Vacation Pay.....	10
12.3 Supplementary Vacation.....	11
12.4 Deferred Vacation Bank	11
12.5 Early Retirement Vacation Bank	11
13. PUBLIC HOLIDAYS	11
14. EMPLOYEE BENEFITS	14
14.1 Medical Services Plan.....	14
14.2 Extended Health Benefits	14
14.3 Dental Plan.....	15
14.4 Group Life Insurance	15
14.5 Same Sex Benefit Coverage	16
14.6 Sick Leave	16
14.7 Gratuity Pay.....	17
14.8 Workers' Compensation	18

INDEX (cont'd)

<u>CLAUSE</u>	<u>PAGE</u>
14.9	Municipal Pension Plan..... 19
14.10	Employment Insurance 19
14.11	Separation Trust Fund..... 19
14.12	Benefits Continuation 19
14.13	Benefit Reciprocity..... 19
15.	WORKING CONDITIONS..... 20
15.1	Probationary Period 20
15.2	Regular Seniority Pool..... 21
15.3	Filling Vacancies 21
15.4	Promotional Policy 21
15.5	Trial Period..... 22
15.6	Rights of Employees Promoted Out of the Bargaining Unit 22
15.7	Pay for Acting in a Senior Capacity 23
15.8	Layoff..... 23
15.9	Recall..... 23
15.10	Leave of Absence – Union Officials..... 24
15.11	Bereavement Leave 25
15.12	Family Leave..... 26
15.13	Jury Duty and Crown Witness Leave..... 27
15.14	Maternity and Parental Leave 27
15.15	Individual Rights Protection..... 30
16.	PROTECTIVE CLOTHING 30
16.1	Coveralls..... 30
16.2	Lifeguard Clothing..... 31
17.	GRIEVANCE PROCEDURE 31
17.1	Grievance Procedure 31
17.2	Wrongful Dismissal 32
18.	GENERAL..... 32
19.	CAR ALLOWANCE..... 33
20.	CLASSIFICATION AND EVALUATION OF POSITIONS..... 33
21.	TECHNOLOGICAL CHANGE 33
22.	INTERPRETATION..... 34
23.	CHANGES AFFECTING THE AGREEMENT 34
24.	LABOUR/MANAGEMENT COMMITTEE..... 34
25.	OCCUPATIONAL HEALTH AND SAFETY COMMITTEE 34

INDEX (cont'd)

<u>CLAUSE</u>	<u>PAGE</u>
26. ACCESS TO OFFICIAL EMPLOYEE FILE	35
27. MISCELLANEOUS ITEMS	36
SCHEDULE "A"	37
Hourly Rates	37
Current Positions	41
SCHEDULE "B"	51
Regular Part-Time and Auxiliary Employees	51
SCHEDULE "C"	56
Compressed Work Week Formula.....	56
APPENDIX "A" Principles Governing the Conversion of Employee Fringe Benefits in Cases of Introduction or Renewal of Compressed Work Weeks	57
SCHEDULE "D"	59
Regular and Supplementary Vacations Table.....	59
SCHEDULE "E"	61
Employment Standards Act Principles	61
SCHEDULE "F"	62
Auxiliary Instructor/Lifeguard Priority Scheduling	62
LETTERS OF AGREEMENT	64
Letter of Agreement #1	65
Letter of Agreement #2	66
Letter of Agreement #3	67
Letter of Agreement #4	68
Letter of Agreement #5	70
Letter of Agreement #6	73

THIS AGREEMENT BETWEEN:

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

OF THE FIRST PART

AND:

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

OF THE SECOND PART

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

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

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

1. TERM OF AGREEMENT

1.1 This Agreement shall be for a term of four (4) years with effect from January 01, 2020 to December 31, 2023, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this Agreement shall continue in full force and effect, and, except with respect to changes to rates of pay made pursuant to the Job Evaluation Agreement between the parties et al., neither party shall make any change or alter the terms of this Agreement until

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

whichever is the earliest.

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

2. UNION SECURITY

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

3. EMPLOYEE DEFINITIONS

A Regular Full-Time Employee is an employee who is employed on a full-time basis of 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 (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).

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

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

An Auxiliary Employee is any other employee.

4. REMUNERATION

- (a) The scale of remuneration set out in Schedule "A" shall apply during the term of this Agreement. The employer has discretion to place new employees at the appropriate step of the wage scale (Schedule A) for a position based on its sole assessment of the skills, knowledge, and ability the applicant brings to the position as of the date of hire.

Effective 2020 March 03, any changes in salary rates as outlined in Schedule "A", or changes in job classification, or, if it becomes necessary to engage an employee in a class not provided for in Schedule "A", the salary to be paid shall be determined in accordance with Clause 20.

- (b) Pay days shall be every second Friday. In the event of a holiday falling on that day, the day previous to such holiday shall be the pay day. Employees shall be paid by direct deposit.
- (c) Individual pay adjustments arising from periodic increments, reclassifications, revaluations and promotions (but not acting in a higher capacity) are to commence at the beginning of the bi-weekly pay period the first day of which is nearest the calendar date of the pay adjustment.
- (d) The hourly rates set forth in Schedule "A" shall be the basis for the application of any general salary increases.

4.1 Daily Guarantee

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

5. HOURS OF WORK AND WORK WEEK

- (a) The hours of work for inside employees shall be as follows;
- Municipal Offices: 8:15 a.m. to 5:00 p.m., Monday through Friday.
- Where necessary, certain employees may be required to commence work at 8:00 a.m. at the discretion of the Department Head. In any event, no employee shall be required to work more than seven and three-quarters (7¾) hours.
- One (1) hour shall be allowed for lunch, with staggered office hours so that offices remain open during the full day, with a rest period of ten (10) minutes, morning and afternoon.
- (b) Where an employee is required to work a shift other than Monday to Friday, such shift shall be five (5) consecutive working days, followed by two (2) consecutive days off.
- Employees shall work five (5) days with two (2) consecutive days off except when required to change work weeks.
- (c) Arena personnel, seven and one-half (7½) hours per day with one (1) hour for lunch.
- (d) Counter Clerk - Police: Coverage required seven (7) days per week, as per mutually agreed schedule of working hours.
- (e) Dispatcher Clerks' hours, eight (8) hours per day.
- 12:00 midnight to 8:00 a.m.
- 8:00 a.m. to 4:30 p.m. (one-half (½) hour lunch period, Monday to Friday inclusive)
- 8:00 a.m. to 4:00 p.m. (Saturday, Sunday and holidays)
- 4:00 p.m. to 12:00 midnight
- (f) In the event, an employee is required to work a shift other than regular day shift and where less than fifteen (15) clear hours elapse prior to cessation of work on the regular day shift and the commencement of work on the special shift, or where less than fifteen (15) hours elapse between the ending of the special shift and commencement of work on the regular shift, then such employee shall be paid double time until the fifteen (15) hours have elapsed. Effective 2020 March 03, this fifteen (15) hour requirement shall not apply to the first three (3) special shifts scheduled for an employee in a calendar year for the purpose of training or staff meetings, and in any case shall not apply to more than one (1) special shift scheduled for an employee in a calendar year scheduled for the purpose of a staff meeting, where the special shift would have resulted in the payment of double time.
- (g) Where a shift other than regular day shift is instituted, the shift shall be not less than seven (7) hours nor more than eight (8) hours, whichever are the normal and usual

hours the employee affected is employed, and shall be consecutive hours in a twenty-four (24) hour period following the commencement of such shift. Overtime rates shall apply when the employee works overtime within that twenty-four (24) hour period.

6. SHIFT PREMIUMS

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

7. OVERTIME

- (a) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid at overtime rates for all overtime worked:
 - (i) immediately following the employee's regular shift;
 - (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous shift;
 - (iii) at any other time than at the times set forth in items (a)(i) or (a)(ii) of this Clause 7(a) consequent upon an oral or written notice given prior to the end of the employee's previous shift except as otherwise provided in Clause 13.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for overtime work at the following overtime rates:
 - (i) time and one-half (1½X) the regular rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day;
 - (ii) double (2X) the regular rate of pay for all overtime in excess of the first two (2) hours worked immediately preceding or immediately following an employee's regular shift on any regular working day;
 - (iii) double (2X) the regular rate of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of Clause 7(b). Employees shall be paid a minimum of one and one-half (1½) hours at double time for overtime worked pursuant to this paragraph (b)(iii).

7.1 Compensating Time Off

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

Notwithstanding the aforementioned, if any overtime payment is earned as a result of work performed for which the City has initiated a Emergency Management BC (EMBC) task number, the employee must receive payment for such work. Should an actual EMBC claim not be submitted or not be approved, a Regular Full-Time

Employee may have the process reversed for that incident; that is, the employee must reimburse the City for the full amount of the overtime payment in exchange for compensating time in lieu. Reversal will occur only if written authorization of such action is provided to Payroll by the employee within the payroll period immediately following the date notice is provided to the employee such claim has not been submitted or not approved.

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

8. CALLOUT

- (a) Callout is to be defined as being called back to work at any time following completion of a Regular Full-Time Employee's or a Temporary Full-Time Employee's regular shift except when pre-scheduled by notice provided prior to the end of the employee's previous regular shift which is defined as overtime in Clause 7.
- (b) A Regular Full-Time Employee or Temporary Full-Time Employee who is called back to work shall be paid double time for the time actually worked plus one (1) hour's allowance for traveling to and from home, with a minimum of three (3) hours' pay at double the rate of pay. (The minimum includes one (1) hour for traveling time.)
- (c) If additional calls are made upon the Regular Full-Time Employee or Temporary Full-Time Employee prior to the expiry of the three (3) hour period or prior to arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours minimum, but the employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for traveling to and from home. If two separate callouts are completed within a three (3) hour period, the minimum payment shall be four (4) hours at double the rate of pay. (The minimum includes two (2) hours for traveling time.)
- (d) Notwithstanding the callout minimum, an employee who is at the work place prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.

- (e) Receipt of After-Hours Telephone Calls:
- (i) An employee who has been authorized by the Employer to receive a telephone call and/or a page while off duty, and is able to deal with the problem over the telephone or by computer and does not have to report to a worksite, the employee shall be paid one (1) hour pay at double the employee's regular rate of pay. Multiple telephone calls/pages within a one (1) hour period will be treated as one (1) event for the purpose of pay. Consecutive events lasting more than one (1) hour will be paid for actual time worked. An employee will not be eligible for this form of callout should a return to the worksite callout (Article 8(a) above) result from the issue being discussed. The Employer will produce a list of employees authorized to get calls while off duty and not on standby.
 - (ii) Notwithstanding Article 8(e)(i) above, employees in receipt of stand-by pay as per Article 9 are eligible for this form of callout on a modified basis because of the expectation of problems to be relayed by telephone calls/pages. Employees who are able to deal with the problem over the telephone or by computer shall be paid one-half ($\frac{1}{2}$) hour pay at double the employee's regular rate. Multiple telephone calls/pages within a one (1) hour period will be treated as one (1) event for the purpose of pay and consecutive events lasting more than one hour will be paid for actual time worked. An employee will not be eligible for this form of callout should a return to the worksite callout (Article 8(a) above) result from the issue being discussed.

9. STANDBY

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

10. MEAL BREAKS

- (a) Employees shall receive meal break provisions as follows:
- (i) During Overtime
Upon completion of two (2) continuous hours of overtime work immediately preceding or immediately following an employee's regular shift, the employee becomes entitled to a paid meal break of a one-half ($\frac{1}{2}$) hour which the Employer may permit to be started at any time within the two (2) hour period but, except in an emergency, no later than the end of two (2) hours.
 - (ii) During Callouts and Pre-Scheduled Overtime
Upon completion of three and one-half ($3\frac{1}{2}$) continuous hours of callout work or pre-scheduled overtime work, an employee becomes entitled to a paid meal break of a one-half ($\frac{1}{2}$) hour which the Employer may permit to be started at any time within the three and one-half ($3\frac{1}{2}$) hour period but, except in an emergency, no later than the end of the three and one-half ($3\frac{1}{2}$) hours.
 - (iii) During Overtime, Callouts and Pre-scheduled Overtime
Upon the completion of each succeeding three and one-half ($3\frac{1}{2}$) continuous hours of callout work or overtime work, the employee shall be given another paid meal break of one-half ($\frac{1}{2}$) hour which, except in an emergency, shall be taken at the end of each three and one-half ($3\frac{1}{2}$) hour work period.
- (b) For each meal break given to an employee under Clause 10(a)(i), (ii), or (iii) the employee shall be paid one-half ($\frac{1}{2}$) hour of pay at double the employee's regular rate of pay.
- (c) Where by reason of an emergency it is not feasible to give a meal break at the designated time under Clause 10(a)(i), (ii), or (iii), it shall be taken as soon as practicable and in addition the Employer shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal break.

11. FIRST AID PREMIUMS

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

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

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

12. VACATIONS

12.1 Vacations

Paid annual vacations for all persons covered by this Agreement shall be allowed as follows: Vacation days are based on hours worked in a position, i.e. fifteen (15) working days equals one hundred and five (105) hours for a thirty-five (35) hour work week; one hundred twelve and one-half (112½) hours for a thirty-seven and one-half (37½) hour work week; one hundred twenty (120) hours for a forty (40) hour work week.

- (a) Employees leaving the service of the Municipality during their first (1st) calendar year of employment shall be granted vacation pay in accordance with the Employment Standards Act.
- (b) In the first (1st) calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of fifteen (15) working days for each month, or portion of a month greater than one-half ($\frac{1}{2}$), worked by December 31st.
- (c) Fifteen (15) working days of annual vacation during the second (2nd) up to and including the seventh (7th) calendar year of service.
- (d) Twenty (20) working days of annual vacation during the eighth (8th) up to and including the fifteenth (15th) calendar year of service.
- (e) Twenty-five (25) working days of annual vacation during the sixteenth (16th) up to and including the twenty-third (23rd) calendar year of service.
- (f) Thirty (30) working days of annual vacation during the twenty-fourth (24th) and all subsequent calendar years of service.
- (g) Employees who leave the service of the Employer shall receive vacation for the calendar year in which termination occurs, on the basis of one-twelfth ($\frac{1}{12}$) of their vacation entitlement for that year for each month greater than one-half ($\frac{1}{2}$) worked to the date of termination.
- (h) Effective 2020 March 03, all vacation allowance earned during a calendar year must be taken prior to December 31st of the following year.
- (i) Any permanent employee who has not selected their vacation period(s) by October 15th for January to June of the following calendar year, or by April 15th for July to December of the same calendar year will not have any seniority rights with regards to being given preferential treatment in selecting their vacation period over other employees with less seniority.

PROVIDED THAT:

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

shall be entitled to receive full annual vacation on termination of employment for any reason. All other employees who leave the service shall be entitled to vacation in accordance with the appropriate clauses in this Section.
- (4) In the case of special and Public Holidays falling on or observed on a regular work day while an employee is on annual holiday, the employee shall be granted extra days in lieu of such holidays.

12.2 Vacation Pay

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

12.3 Supplementary Vacation

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

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

It is understood between the parties that each employee shall become entitled to supplementary vacation under this Clause 12.3 on the first (1st) day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (An explanatory note and table is annexed hereto as Schedule "D" for the purposes of clarification.)

12.4 Deferred Vacation Bank

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

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

PROVIDED HOWEVER, effective 2020 March 03, that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 12.4 shall be forty (40) working days.

12.5 Early Retirement Vacation Bank

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

13. PUBLIC HOLIDAYS

- 13.1** Subject to Clause 13.1(e), all Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to a holiday with pay on the following public holidays, namely, New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British

Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by Council to be a civic holiday.

PROVIDED THAT:

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

SAVE AND EXCEPT THAT:

Whenever one of the aforementioned public holidays falls on a Saturday or a Sunday and neither of the Government of Canada nor the Government of the Province of British Columbia proclaims that such public holiday be observed on a day other than Saturday or Sunday, or the proclamations of such Governments do not proclaim the same day for the observance of such public holiday, then not less than seven (7) calendar days prior to that public holiday the Employer shall post a notice or notices in conspicuous places so that each employee affected thereby may have ready access to and see the same, designating the employee's holiday entitlement in accordance with one of the following methods:

- (i) one (1) day's pay at the employee's regular rate of pay, or
- (ii) a holiday with pay within the calendar year in which such public holidays falls, on any normal working day which immediately precedes or immediately follows one of the employee's normal rest days or one of the public holidays hereinbefore defined in this paragraph 13.1.
- (b) In the case of an employee's termination of service for any reason, adjustment will be made for any over-compensation provided under paragraph (a)(ii) herein.
- (c) Prior to the posting of any notice advising the employees of their entitlement under paragraph (a) herein, the Employer will afford the Union an opportunity to discuss the substance of the notice.
- (d) Notwithstanding receipt of a day's pay for a public holiday, it shall not be considered as time worked for the purpose of calculating overtime.
- (e) An employee will be paid for a public holiday only if the employee works on the scheduled working day prior to and the scheduled working day after such holiday, providing the employee is not sick, on compensation, on annual vacation, or on authorized leave of absence.
- (f) An employee required to work a shift other than Monday to Friday shall be granted all public holidays with pay as provided in Clause 13.1.

(g) Employees Who Normally Work on Public Holidays

- (i) Except as otherwise provided in Clause 13.1(a) with respect to public holidays falling on a Saturday or a Sunday, if an employee whose duties normally require the employee to work on public holidays, is required to work on any public holiday named in Clause 13.1 which falls on any day from Monday to Friday inclusive, then the employee shall be paid the employee's regular pay for the holiday and in addition thereto shall be given compensating time off equivalent to one and one-half (1½X) times the number of hours worked on the holiday.
- (ii) If an employee is required to work on the day off given in lieu of a public holiday, pursuant to the provisions of this Clause 13.1(g) herein, then in lieu of such holiday the employee shall be paid the employee's regular pay for the public holiday plus double the regular rates of pay for the hours worked on such day off. Time worked beyond the employee's normal daily hours on the day off given to the employee in lieu of a public holiday shall be treated as overtime. For the purpose of this Clause 13.1(g) a public holiday does not include a holiday designated by the Employer pursuant to Clause 13.1 unless the employee is entitled to that holiday with pay in lieu of a public holiday.

(h) Pay for Hours Worked on Public Holidays

The premium rate which is paid for hours worked on public holidays is not to be treated as an overtime premium but overtime rates will become applicable if work on a public holiday extends beyond the employee's normal daily hours. Hours worked which attract a premium payment under this provision are those hours which are worked between the hours of 00:00 and 24:00 on the applicable public holiday.

(i) Observation of Public Holidays

Whenever a public holiday falls on a Saturday or a Sunday and is observed on a weekday, that weekday shall be treated as the public holiday for purposes of attracting premium rates for employees whose duties normally require them to work on that day, and work performed on the Saturday or Sunday shall not attract public holiday premium rates. However, if prior to the beginning of any calendar year the Employer and the Union agree to recognize the Saturday or the Sunday as the premium day for those employees whose duties normally require them to work on public holidays, they may do so, but there may only be one premium day for such employees with respect to any one public holiday.

- (j) An employee (except an employee governed by Clause 13.1(g)), who is required to work on a public holiday defined in Clause 13.1, which falls on or is observed on any day from Monday to Friday inclusive shall be paid their regular pay for the said holiday plus double the hourly rate of pay of the employee computed on the basis of the employee's normal working hours for the hours worked on the holiday.

14. EMPLOYEE BENEFITS

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

In the event of an employee's death during service with the Employer, all outstanding credits, gratuities and other benefits shall be paid to the employee's beneficiary.

14.1 Medical Services Plan

M.S.P. coverage after six (6) months' continuous service, with the Employer paying eighty percent (80%) of the premium and the employees shall pay twenty percent (20%). The employees' contributions shall be made by payroll deduction.

14.2 Extended Health Benefits

Extended Health Care coverage is available for all employees who have completed six (6) months' continuous service, and such coverage is available on the first (1st) day of the month following the date of Regular Full-time employment. Effective 2020 March 03, the Employer shall pay ninety percent (90%) of the premium and the employees shall pay ten percent (10%). The employees' contributions shall be made by payroll deduction.

The EHB lifetime maximum coverage under this Plan will be one million dollars (\$1,000,000) per person. The annual deductible is seventy-five dollars (\$75) per person or family each calendar year. In any calendar year the eligible expenses do not exceed the deductible, eligible expenses incurred during the last three (3) months of the calendar year may be applied against the deductible for the next year.

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

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

- (i) Vision care with a maximum claim of six hundred dollars (\$600) every two (2) calendar years or six hundred dollars (\$600)/continuous twelve (12) month period if there is a change in prescription of at least 0.25 diopter;
- (ii) Eye exams (maximum one hundred dollars (\$100) every two (2) years);

- (iii) Effective 2020 March 03, laser eye surgery (one thousand five hundred dollars (\$1,500) per person lifetime maximum);
- (iv) Hearing aids and repairs (seven hundred dollars (\$700) every five (5) years);
- (v) Clinical psychologist (one thousand dollars (\$1,000) per calendar year);
- (vi) Registered dietician (five hundred dollars (\$500) per calendar year maximum);
- (vii) Smoking cessation (three hundred and fifty dollars (\$350) per person lifetime maximum);
- (viii) Physiotherapist/Chiropractor/Registered Massage Therapist (one thousand five hundred dollars (\$1,500) per calendar year maximum for any one (1) or a combination of the practitioners);
- (ix) Effective 2020 March 03, naturopath (three hundred dollars (\$300) per calendar year maximum); and
- (x) Effective 2020 March 03, podiatrist (two hundred dollars (\$200) per calendar year maximum).

14.3 Dental Plan

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

- (a) Basic Dental Care Services (Plan A) paying for eighty percent (80%) of the approved schedule of fees.
- (b) Effective 2020 March 03, major Restorative Treatment, such as Prosthetics, Crowns and Bridges (Plan B) paying for seventy percent (70%) of the approved schedule of fees.
- (c) Effective 2020 March 03, orthodontics (Plan C) paying for seventy percent (70%) of the approved schedule of fees to a lifetime maximum of six thousand dollars (\$6,000) for adults and dependent children as defined by the Plan.
- (d) Effective 2020 March 03, the premiums for the Dental Plan will be paid ninety percent (90%) by the Employer and the employees shall pay ten percent (10%). The employees' contributions shall be made by payroll deduction.

14.4 Group Life Insurance

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

- (a) Coverage shall be two (2) times basic annual salary, which shall be computed to the next higher one thousand dollars (\$1,000).
- (b) Coverage shall be provided until age sixty-five (65) without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age sixty-five (65).
- (c) One thousand dollars (\$1,000) coverage shall be provided to employees who retire at age sixty-five (65), or who terminate their employment having qualified for full vacation pursuant to the provisions of Clause 12.1. Effective October 15, 1998, this paragraph is not applicable to employees who retire or terminate their employment after December 31, 1999.
- (d) The cost of the one thousand dollars (\$1,000) coverage for retired employees shall be incorporated into the premiums paid by the Employer and the active employees.
- (e) Effective 2020 March 03, the Employer shall pay ninety percent (90%) of the premium and the employees shall pay ten percent (10%).

14.5 Same Sex Benefit Coverage

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

14.6 Sick Leave

- (a) After six (6) completed months' service, a permanent employee shall be granted sick leave with pay on the basis of one and two-thirds ($1\frac{2}{3}$) days per month, cumulative to a maximum of two hundred and sixty-one (261) days, retroactive to the first completed calendar month of employment.

NOTE: The maximum cap of two hundred and sixty-one (261) days will be removed for those Regular Full-Time Employees who have reached the cap of two hundred and sixty-one (261) days AND who have achieved twenty (20) calendar years of service.

One and two-thirds ($1\frac{2}{3}$) days per month equals twenty (20) days per year. Twenty (20) days per year equals one hundred forty (140) hours for a thirty-five (35) hour work week; one hundred and fifty (150) hours for a thirty-seven and one-half ($37\frac{1}{2}$) hour work week; and one hundred and sixty (160) hours for a forty (40) hour work week.

- (b) In the case of sick leave, the Department Head may grant up to three (3) days with pay without the employee being required to produce a Medical Certificate. However, in the event that the Department Head is not satisfied that such absence is caused by

illness, such Department Head may inform Human Resources that a Medical Certificate is required.

14.7 Gratuity Pay

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

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

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

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

(NOTE: one (1) working day equals seven (7) hours for a thirty-five (35) hour work week, seven and one-half (7½) hours for a thirty-seven and one-half (37½) hour work week and eight (8) hours for a forty (40) hour work week.)

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

- (1) Being found, while employed, under the influence of alcohol or a drug, (not prescribed by a physician), and if the employee has refused to obtain proper medical attention for their condition.
- (2) Being found, while employed, in possession of alcohol or a drug under circumstances which suggest that such alcohol or drug has, is, or is about to be consumed by such employee during the hours of the employee's employment, and if the employee has refused to obtain proper medical attention for their condition.
- (3) Theft or conversion of Employer property.
- (4) Willful damage to Employer property.

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

- (b) Employees shall not be entitled to payment of gratuity pay as provided above if they resign or leave the service of the Employer within two (2) years of the date of the commencement of their employment.
- (c) Employees hired prior to September 12, 2017 will have their gratuity banks frozen as of that date. Gratuity credits for such employees which were earned prior to September 12, 2017 may be used as set out in (a) above. In addition, the employee may request to have accrued gratuity credits taken as paid gratuity leave. Employees making such requests for paid gratuity leave must provide a minimum of ten (10) working days' notice of the date of the requested leave and the leave request is subject to approval by the employee's supervisor.
- (d) All employees may request to schedule gratuity credits earned pursuant to (a) above as paid gratuity leave. All such requests are subject to approval by the employee's supervisor. Any gratuity credits earned in a calendar year which are not scheduled as paid gratuity leave prior to March 31st of the year following the year in which they are earned will be paid out during the first pay period following March 31st in the year following the year in which the gratuity credit was earned.

14.8 Workers' Compensation

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

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

14.9 Municipal Pension Plan

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

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

14.10 Employment Insurance

All employees shall be covered by the provisions of the Employment Insurance Act, and the Employer and the employees shall contribute thereto.

14.11 Separation Trust Fund

The Employer agrees that in lieu of making contributions to a Separation Trust Fund, it will pay to each Regular Full-Time and Temporary Full-Time employee one point five percent (1.5%) in addition to their regular hourly rate. It is understood and agreed that the additional payment will be considered to be completely separate and distinct from regular hourly rates for all administrative purposes.

14.12 Benefits Continuation

The Employer will maintain benefit coverage available under Clauses 14.1 (Medical Services Plan) and 14.2 (Extended Health Benefits) for those employees retiring on Municipal Pension until the end of the calendar month which follows the calendar month of the employee's date of retirement. This benefit coverage will only be maintained if the employee pays his or her share of the applicable benefit premium.

14.13 Benefit Reciprocity

The purpose of this Clause 14.13 is to provide a clear understanding of the status of seniority, length of service and benefits eligibility should an employee from one Union jurisdiction move

to another Union jurisdiction while continuing to maintain employee status with the City of Richmond.

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

1. Medical Services Plan
2. Extended Health Benefit Plan
3. Dental Plan
4. Group Life Insurance Plan
5. Accidental Death and Dismemberment Plan
6. Municipal Pension Plan
7. Vacation Entitlement
8. Sick Leave Benefit Plan
9. Family Leave (if applicable)
10. Gratuity Pay
11. Bereavement Leave

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

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

Length of service is service with the City of Richmond for the purpose of calculating vacation entitlement only. CUPE 718 Collective Agreement Article 15.4 "Promotional Policy" and Article 15.6 "Rights of Employees Promoted Out of the Bargaining Unit" shall not apply to this Clause 14.13. CUPE 394 Collective Agreement Article 14.2 "Promotional Policy" and Article 14.3 "Rights of Employees Promoted Out of the Bargaining Unit" shall not apply to this Clause 14.13.

15. WORKING CONDITIONS

15.1 Probationary Period

- (a) New employees shall be placed in a probationary capacity until the completion of six (6) months' continuous service.

- (b) The probationary period shall be for the purpose of determining a person's suitability for regular employment in that position.
- (c) If a probationary employee continues in the same position on a regular basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the date of employment.

15.2 Regular Seniority Pool

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

- (a) all Regular Full-Time Employees upon completion of the probationary period.
- (b) all 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 shall be credited with their full period of service or all hours worked since their first day of employment in one or other of the eligible categories, i.e. Regular Full-Time, Temporary Full-Time or Regular Part-Time.

15.3 Filling Vacancies

- (a) The Council agrees that, before permanently filling a vacancy, notice of such vacancy shall be posted for no less than five (5) working days or more than ten (10) working days in such conspicuous place as agreed by both parties, in order that any employee of the Union shall have the opportunity of applying for the vacancy. 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.
- (b) The procedure in Clause (a) immediately above shall apply for temporary positions which are expected to exceed six (6) months' duration. Should a Regular Full-Time or a Regular Part-Time Employee be appointed to such a vacancy, the employee shall, when the temporary work is completed, return to their former position without loss of seniority.
- (c) As part of the selection process, the Employer will consider all internal applicants and ensure a minimum of two (2) internal candidates, one of whom will possess the longest length of service among the qualified applicants, will receive an interview at some stage of the recruitment process.

15.4 Promotional Policy

- (a) In making promotions, the skills, knowledge and ability of the employees concerned shall be the primary consideration, and where such qualifications are equal, length of

service shall be the determining factor, however, all employees have the right of appeal through the Grievance Procedure.

- (b) Where the Employer promotes any employee, and makes any changes affecting salary, the following shall apply:
 - (i) The minimum salary increase shall be one (1) full pay step.
 - (ii) An employee already experienced with the Employer in the reclassification shall receive the pay step according to their experience, subject to negotiations between this Union and the Employer.
 - (iii) The Anniversary date for the purpose of annual increments, shall be twelve (12) months from the date of employment, promotion, or date of reclassification with the exception of those positions who receive semi-annual increments.

15.5 Trial Period

Upon promotion or transfer, an employee shall serve a trial period of up to three (3) months in the new position before being confirmed in the appointment. If the appointment is not confirmed, the Employer shall revert the employee to their previous position or to a position in their former classification for which the employee is qualified.

In the event the promoted or transferred employee is dissatisfied in the new position during the trial period, the Employer shall revert the employee to their previous position or to a position in their former classification for which the employee is qualified.

In all cases where an employee is reverted to their previous position or to a position in the employee's former classification for which the employee is qualified, the Employer may require any or all other employee(s) who were promoted or transferred as a result of the rearrangement of employees to revert to their previous position or to a position in their former classification for which the employee is qualified.

15.6 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.

15.7 Pay for Acting in a Senior Capacity

- (a) On every occasion that an inside employee is temporarily required by the manager or appointed delegate to temporarily accept the responsibilities and carry out the duties of a position covered by this Agreement which is senior to the position which the employee normally holds, that employee shall be paid at the minimum rate in the scale for such senior position for either one-half (½) or the full day (as authorized by Department Manager or delegate) rate of pay for the higher rated class for the time spent performing such duties. Where the salary received in the employee's own position is equal to, or exceeds, the minimum of the senior position in which the employee is acting, the employee shall be advanced to the senior position's step that provides a minimum of four percent (4%) higher rate of pay relative to the employee's own position.
- (b) For the purpose of this section, appointments of employees to a level of higher responsibility must be authorized in writing by the Department Head or delegate.

15.8 Layoff

- (a) No employees covered by this Agreement shall suffer loss of seniority, due to enforced absence from employment resulting from compulsory layoff for a period not exceeding six (6) months, or for any period of absence resulting from injury, sickness, or leave of absence officially granted.
- (b) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall notify all employees who have acquired seniority rights in either a regular seniority pool or an auxiliary seniority pool who are to be laid-off at least ten (10) working days prior to the effective date of 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.
- (c) Employees shall be laid-off in the reverse order of their bargaining unit-wide seniority, provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower position.

15.9 Recall

- (a) Employees shall be recalled to positions for which they are qualified, in the order of their seniority, either bargaining unit-wide or by branch or by class as the case may be.
- (b) 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 employees in order of seniority, and employees shall be recalled in such order providing that they respond within the stipulated time limits. Upon making contact with an employee, the Employer shall specify the time

when the employee shall report for work. An employee, who does not respond within forty-eight (48) hours of the Employer's initial attempt to make contact, or who refuses to report for work, shall be dropped to the bottom of the appropriate list for recall. An employee shall report to work at the time specified by the Employer or, in extenuating circumstances, within two weeks of the Employer's initial attempt to contact the employee. Each employee on layoff will be responsible for keeping the Employer notified of a current contact point through which the employee can be reached.

- (c) Any regular employee who has requested and received approval for a personal leave of absence in accordance with the Employer's policy (excluding Maternity Leave, Sick Leave, Education Leave or Union Leave) which exceeds nine (9) consecutive calendar months shall be deemed to have given up their regular position with such vacated position to be posted as per the terms of the Collective Agreement. Such regular employee shall be entitled to return to a vacant position at the same or a lower level as their former position and for which the employee is deemed qualified. If there are no vacant positions available, the employee will be placed on lay-off and is entitled to recall pursuant to this article 15.9 of the Collective Agreement.

15.10 Leave of Absence – Union Officials

- (a) All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Employer. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
- (b) With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Employer's contribution on behalf of each such representative for Group Life Insurance coverage, Medical, Dental and Extended Health coverage, Sickness, and Accident Insurance Coverage and Municipal Pension Plan. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.
- (c) Upon application to, and upon receiving the permission of the Director, Human Resources in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Employer or for the purpose of settling a grievance as outlined elsewhere in this Agreement. Not more than three (3) such official representatives shall be granted leave of absence without loss of pay for the time so spent. Further official representatives may be granted leave of absence without pay.
- (d) Upon application to, and upon receiving the permission of the Director, Human Resources in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the National and B.C.

Divisional Conventions of the Canadian Union of Public Employees, the Annual Convention of the British Columbia Federation of Labour and the Biennial Convention of the Canadian Labour Congress.

- (e) Members of the Union Executive will be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.
- (f) The Employer agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing duties as an officer of the Union shall not lose seniority in the service of the Employer and shall continue to accumulate seniority while performing such duties. Upon retirement from duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which their former position was allocated and for which "the employee" is qualified if any position within such class is held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which the employee is qualified.
- (g) The Employer agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the Vancouver Labour Council, the B.C. Federation of Labour or the Canadian Labour Congress shall be granted leave of absence without pay and shall not lose seniority in the service of the Employer while on such leave of absence. This will also apply to any employee hired temporarily by the aforementioned labour organizations for a period of not less than six (6) months nor more than two (2) years in duration. Upon termination of such period of office, such an employee may return to the first vacant position for which the employee is qualified in the service of the Employer.
- (h) The Union shall provide the Employer with a list of its elected officers, job stewards, and any other official representatives. This list shall be kept current by the Union at all times.

15.11 Bereavement Leave

- (a) Any Regular Full-Time or Temporary Full-Time Employee who has completed six (6) months of employment, may be granted bereavement leave without loss of pay for a period not to exceed three (3) working days in the following events:
 - (i) Effective 2020 March 03, in the case of the death of the employee's marital or common-law spouse, child, ward, brother, sister, parent, parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or guardian; or
 - (ii) in the case of the death of any other relative if living in the employee's household.

- (iii) Should an employee require time off as a result of the death of a family member not listed in this Article, the Department Head or delegate will give consideration to an employee's request on short notice to utilize earned vacation or other time banks for a duration of paid time off not to exceed three (3) working days or other such period as may be deemed appropriate in the circumstances. Such consideration will take into account operational considerations, but will not be unreasonably withheld.

Note: Regular Part-Time Employees are eligible for Bereavement Leave in accordance with Schedule "B", paragraph 2(c)(4).

- (b) Any employee who qualifies for Bereavement leave without loss of pay under paragraph (a) and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Metro Vancouver Regional District, Fraser Valley Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under paragraphs (a) and (b) herein shall be submitted to the employee's Department Head or delegate who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for bereavement leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation if approved by the employee's Department Head or delegate. An employee who is absent on sick leave with or without pay or who is absent on a WorkSafeBC claim, shall not be entitled to such bereavement leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Department Head or delegate, an employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by paragraph (a) herein.

15.12 Family Leave

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

Note: Regular Part-Time Employees are eligible for Family Leave in accordance with Schedule "B", paragraph 2(c)(4).

To assist in the scheduling of work assignments, each employee should provide as much notice as possible to the Department Head or delegate prior to taking Family Leave. It is

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

15.13 Jury Duty and Crown Witness Leave

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

Note: Regular Part-Time Employees are eligible for Jury Duty / Crown Witness Leave in accordance with Schedule "B", paragraph 2(c)(4).

15.14 Maternity and Parental Leave

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

(a) Length of Leave

Birth Mother

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

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

Birth Father and Adoptive Parent

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

Extensions - Special Circumstances

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

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

Provided however, that in no case shall the combined maternity and parental leave exceed seventy-eight (78) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

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

(c) Return to Work

On resuming employment an employee shall be reinstated to 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 them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay 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 unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions 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 are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

15.15 Individual Rights Protection

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

16. PROTECTIVE CLOTHING

16.1 Coveralls

The Employer shall supply one (1) set of coveralls, when requested, for those employees required to engage in out-of-office duties where exposure to the surroundings may be detrimental to personal clothing or where personal visibility is required for safety purposes. Approval for such a coverall request requires the approval of the Department Head or delegate.

16.2 Lifeguard Clothing

Each lifeguard will be provided with two (2) Richmond Aquatic shirts and shorts. This replaces any other clothing benefit previously provided.

17. GRIEVANCE PROCEDURE

17.1 Grievance Procedure

Effective 2020 March 03:

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

(a) Step 1 – Manager

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

(b) Step 2 – Director

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

(c) Step 3 – Employer Grievance Committee

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

(d) Step 4 – Arbitration

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

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

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

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

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

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

(f) Time Limits

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

17.2 Wrongful Dismissal

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

- (a) direct the Employer to reinstate the employee and pay to 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.

18. GENERAL

- (a) Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this Contract.
- (b) It is agreed that any general conditions presently in force which are not specifically mentioned in this Agreement and are not contrary to its intentions, shall continue in full force and effect for the duration of the Contract.

- (c) It is agreed and understood that with reference to seniority, where an employee has entered the Armed Forces, while in the employ of the Employer and upon return from the Armed Forces has returned to the employ of the Employer, such employee shall be credited with the period of time in the Armed Forces, as though it were service with the Employer. This is to be in effect only during a period of declared hostilities.

19. CAR ALLOWANCE

Car Allowance will be reimbursed according to Car Allowance Policy. (Copy of current rate schedule available in Human Resources).

20. CLASSIFICATION AND EVALUATION OF POSITIONS

Effective 2020 March 03:

The classification, evaluation, reclassification and revaluation of positions covered by this Agreement shall be determined in accordance with the procedure established by the Employer. Where the Union disagrees with the result of a job evaluation, it may grieve the result under the provisions of Clause 17.

21. TECHNOLOGICAL CHANGE

During the term of this Agreement any dispute arising in relation to adjustment to Technological Change shall be discussed between the bargaining representatives of the two parties to this Agreement.

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

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this 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 Clause 17 of this Agreement, by-passing all other steps in the Grievance Procedure.

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

- (a) shall inform the Minister of Labour of its findings; 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 this 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 (90) 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 the employee such compensation in respect of their displacement as the Arbitration Board considers reasonable;
- (5) that the matter be referred to the Labour Board and upon such reference being made, the provisions of Section 77 of the Labour Code of British Columbia shall apply.

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.

22. INTERPRETATION

Interpretation of this Agreement shall be made by Human Resources subject to the Grievance Procedure laid down in Clause 17 of this Contract.

23. 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, work loads 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.

24. LABOUR/MANAGEMENT COMMITTEE

A Committee shall be established comprising of representatives of the Employer and the Union will meet on a regular monthly basis.

25. OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

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

26. ACCESS TO OFFICIAL EMPLOYEE FILE

Effective 2020 March 03:

- (a) An employee or designate shall have access to all material in their official employee file at a time mutually convenient to the employee and the Human Resources Division.
- (b) Examination of the contents of their official employee file shall be in the presence of a person authorized by the Human Resources Division.
- (c) An employee and Union shall be provided with a copy of all letters of reprimand, censure, and any other document which may be the basis of disciplinary action at the time of filing.
- (d) An employee upon request, shall be entitled to receive a copy of any document contained within their official employee file at the time of examination.
- (e) Should an employee dispute any entry or document in their official employee file they shall be entitled to recourse to the Grievance Procedure.
- (f) Eventual resolution of any dispute shall be part of the person's official employee file.
- (g) The Employer agrees not to introduce as evidence in any hearing any document from the official employee file of an employee, the existence of which the employee was not aware at the time of filing.

27. MISCELLANEOUS ITEMS

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

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

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

"Malcolm D. Brodie"
MAYOR

"Claudia Jesson"
CORPORATE OFFICER

Sealed with the Seal of the
RICHMOND CIVIC EMPLOYEES' UNION,
CUPE LOCAL 718,
and signed November 26, 2020 by:

"Dal Benning"
PRESIDENT

"Marianne Thomas"
SECRETARY-TREASURER

"Angela Zanardo"
VICE PRESIDENT

"Raman Johal"
RECORDING SECRETARY

SCHEDULE "A"

General Wage Increases for 2020-2023 Collective Agreement

Hourly Rates

The following percentage increases will take effect as indicated:

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

The following table represents the calculated wage rates to be in effect for the term of the current collective agreement.

SCHEDULE "A" (cont'd)

January 1, 2020 4-Step Hourly Rates				
Pay Band	Step 1	Step 2	Step 3	Step 4
1	22.98	24.29	25.58	26.89
2	23.91	25.29	26.64	28.01
3	24.89	26.32	27.71	29.14
4	25.83	27.35	28.85	30.36
5	26.89	28.47	30.05	31.62
6	28.01	29.65	31.28	32.92
7	29.14	30.84	32.58	34.30
8	30.36	32.14	33.92	35.69
9	31.62	33.49	35.34	37.22
10	32.92	34.88	36.82	38.78
11	34.30	36.32	38.34	40.36
12	35.69	37.84	39.98	42.14
13	37.22	39.45	41.70	43.93
14	38.78	41.10	43.44	45.77
15	40.36	42.82	45.27	47.72
16	42.14	44.67	47.23	49.76
17	43.93	46.60	49.28	51.92
18	45.77	48.55	51.31	54.08
19	47.72	50.63	53.55	56.47
20	49.76	52.81	55.83	58.87
21	51.92	55.10	58.25	61.42
22	54.08	57.42	60.74	64.08

January 1, 2021 4-Step Hourly Rates				
Pay Band	Step 1	Step 2	Step 3	Step 4
1	23.50	24.84	26.16	27.50
2	24.45	25.86	27.24	28.64
3	25.45	26.91	28.33	29.80
4	26.41	27.97	29.50	31.04
5	27.50	29.11	30.73	32.33
6	28.64	30.32	31.98	33.66
7	29.80	31.53	33.31	35.07
8	31.04	32.86	34.68	36.49
9	32.33	34.24	36.14	38.06
10	33.66	35.66	37.65	39.65
11	35.07	37.14	39.20	41.27
12	36.49	38.69	40.88	43.09
13	38.06	40.34	42.64	44.92
14	39.65	42.02	44.42	46.80
15	41.27	43.78	46.29	48.79
16	43.09	45.68	48.29	50.88
17	44.92	47.65	50.39	53.09
18	46.80	49.64	52.46	55.30
19	48.79	51.77	54.75	57.74
20	50.88	54.00	57.09	60.19
21	53.09	56.34	59.56	62.80
22	55.30	58.71	62.11	65.52

January 1, 2020 Auxiliary Single-Step Hourly Rates		
XAT	Recreation Customer Service Attendant	19.27
XHA	Head Recreation Customer Service Attendant	20.48
XJL	Junior Instructor/Lifeguard	20.59

January 1, 2021 Auxiliary Single-Step Hourly Rates		
XAT	Recreation Customer Service Attendant	19.70
XHA	Head Recreation Customer Service Attendant	20.94
XJL	Junior Instructor/Lifeguard	21.05

SCHEDULE "A" (cont'd)

January 1, 2022 4-Step Hourly Rates				
Pay Band	Step 1	Step 2	Step 3	Step 4
1	24.09	25.46	26.81	28.19
2	25.06	26.51	27.92	29.36
3	26.09	27.58	29.04	30.55
4	27.07	28.67	30.24	31.82
5	28.19	29.84	31.50	33.14
6	29.36	31.08	32.78	34.50
7	30.55	32.32	34.14	35.95
8	31.82	33.68	35.55	37.40
9	33.14	35.10	37.04	39.01
10	34.50	36.55	38.59	40.64
11	35.95	38.07	40.18	42.30
12	37.40	39.66	41.90	44.17
13	39.01	41.35	43.71	46.04
14	40.64	43.07	45.53	47.97
15	42.30	44.87	47.45	50.01
16	44.17	46.82	49.50	52.15
17	46.04	48.84	51.65	54.42
18	47.97	50.88	53.77	56.68
19	50.01	53.06	56.12	59.18
20	52.15	55.35	58.52	61.69
21	54.42	57.75	61.05	64.37
22	56.68	60.18	63.66	67.16

January 1, 2023 4-Step Hourly Rates				
Pay Band	Step 1	Step 2	Step 3	Step 4
1	24.69	26.10	27.48	28.89
2	25.69	27.17	28.62	30.09
3	26.74	28.27	29.77	31.31
4	27.75	29.39	31.00	32.62
5	28.89	30.59	32.29	33.97
6	30.09	31.86	33.60	35.36
7	31.31	33.13	34.99	36.85
8	32.62	34.52	36.44	38.34
9	33.97	35.98	37.97	39.99
10	35.36	37.46	39.55	41.66
11	36.85	39.02	41.18	43.36
12	38.34	40.65	42.95	45.27
13	39.99	42.38	44.80	47.19
14	41.66	44.15	46.67	49.17
15	43.36	45.99	48.64	51.26
16	45.27	47.99	50.74	53.45
17	47.19	50.06	52.94	55.78
18	49.17	52.15	55.11	58.10
19	51.26	54.39	57.52	60.66
20	53.45	56.73	59.98	63.23
21	55.78	59.19	62.58	65.98
22	58.10	61.68	65.25	68.84

January 1, 2022 Auxiliary Single-Step Hourly Rates		
XAT	Recreation Customer Service Attendant	20.19
XHA	Head Recreation Customer Service Attendant	21.46
XJL	Junior Instructor/Lifeguard	21.58

January 1, 2023 Auxiliary Single-Step Hourly Rates		
XAT	Recreation Customer Service Attendant	20.69
XHA	Head Recreation Customer Service Attendant	22.00
XJL	Junior Instructor/Lifeguard	22.12

SCHEDULE "A" (cont'd)

Notes as per job table below:

- (a) Positions in these classes to receive semi-annual increments for one or more step increments. The overview below is based on full-time hours.

	Step 1	Step 2	Step 3	Step 4
Pay Band 1	6 mos	6 mos	12 mos	
Pay Band 2	6 mos	6 mos	12 mos	
Pay Band 3	6 mos	12 mos	12 mos	

- (b) Employees work a thirty-seven and one-half (37½) hour week.
- (c) Employees work a forty (40) hour week.
- (d) Where the Union and the Employer agreed to add a note "d" to a class in Schedule "A" or to add a new class with a note "d" attached, positions thereafter allocated to those classes may be assigned by the Employer to work non-standard work days with the understanding that shift differential will be paid for hours worked (excluding overtime) outside the normal working hours.

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 bands 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.

Note that additional information regarding adjustments to normal hours of work is contained in Letter of Agreement 5 "Hours of Work – Adjustment of Hours", including explanations of the "Flex" and "Flex-Blocking" references in the position table below.

Any exceptions to the detail included in the following table are marked with an asterisk (*) and explained at the end of the table.

SCHEDULE "A" (cont'd)**Current Positions**

NOTE: As identified elsewhere in the Collective Agreement, the normal hours of work for Regular-Full-time positions are seventy (70) hours biweekly on a "Standard" schedule. Agreed variations are identified below, with a complete list including changes maintained by the Labour-Management Committee.

(Alphabetized based on full spelling of title)				* Asterisks indicate exceptions below		Agreed RFT Variations	
Position Title	Job Code	Pay Band	Sched A Notes	RFT Biwklly Hrs	RFT Shift Schedule		
Accessibility Coordinator	223	J14			Flex-Blocking		
Accounting Clerk	409	J02	(a)				
Accounts & Budget Supervisor RCMP	242	J20					
Accounts Payable Clerk 2	765	J10					
Administrator, Emerg. Notification Program	878	J05					
Administration Training Facilitator	872	J06					
Aquatic Maintenance Supervisor	714	J14	(b)	75	Flex-Blocking		
Aquatics Leader	092	J09			Flex-Blocking		
Aquatics Supervisor	421	J14	(d)		Flex-Blocking		
Archivist	474	J18					
Arena Maintenance Supervisor	446	J14	(b)	75	Flex-Blocking		
Arena Service Worker 1	075 *	J05	(b) (d)	75	Flex *		
Arena Service Worker 2	076	J09	(b) (d)	75	Non-Standard		
Arts Coordinator	763	J17			Flex-Blocking		
Arts Programmer	837	J13			Flex-Blocking		
Assist Coordinator – Block Watch	449	J07					
Assistant Committee Clerk	462	J08					
Assistant Supervisor – Inspections	031	J16					
Assistant Victim Services Coordinator	738	J10			Flex-Blocking		
Auxiliary Constable Program Coordinator	745	J13			Flex-Blocking		
Block Watch Coordinator	640	J11					
Budget Analyst	746	J15					
Budget & Accounting Clerk 1	419	J08					
Budget & Analytical Accountant	026	J20					
Budget & Training Coordinator	849	J07					
Building Inspector 1	102	J14					
Building Inspector 2	476 *	J16			*		
Building Maintenance Coordinator	657	J14					

SCHEDULE "A" (cont'd)

(Alphabetized based on full spelling of title)				* Asterisks indicate exceptions below		Agreed RFT Variations	
Position Title	Job Code	Pay Band	Sched A Notes	RFT Biwklly Hrs	RFT Shift Schedule		
Building Service Worker	060	J03	(a)(b)(d)	75	Non-Standard		
Building Service Worker – Lead Hand	750 *	J09	(b)	75	Flex *		
Building Service Worker – Supervisor	749	J11	(b)	75	Flex		
Building Systems Maintenance – Lead Hand	819	J15					
Building Systems Maintenance Worker	069 *	J12		*			
Building Technologist	183	J14					
Business Analyst	886	J18					
Business Systems Analyst	605	J18			Flex		
Buyer	610	J11					
Buyer 2	055	J15					
Bylaw Canvasser	874	J03	(a)				
Bylaw Inspector - Grease Mgt Program	804 *	J11*					
Bylaw Liaison Officer I	062	J08			Non-Standard		
Bylaw Liaison Officer II	112 *	J12*					
Cadet Training Facilitator (RCMP)	873	J09					
Cashier/Receptionist – Parks & Leisure	036	J05			Flex-Blocking*		
Clerk-Fire Department Admin	599	J11					
Clerk Purchasing	434	J06					
Clerk Recycling & Sanitation	472	J06					
Clerk Traffic	226	J04					
Clerk Treasury	478	J07					
Clerk Treasury – Water Meters	799	J07					
Community Facilities Coordinator	072	J14			Flex-Blocking		
Community Facilities Programmer	084	J13			Flex-Blocking		
Community Police Station Coordinator	727	J11					
Community Services Engagement Coord.	900	J14			Flex-Blocking		
Coordinator, Building Inspections	082	J19					
Coordinator – Customer Service	744	J16			Flex-Blocking		
Coordinator, Emergency Programs	443	J14			Flex-Blocking		
Coordinator, E.S.S. & Public Education	879	J14			Flex-Blocking		
Coordinator – Fitness and Wellness Services	660	J14	(d)		Flex-Blocking		
Coord., IT Customer Service Project Delivery	904	J13			Flex		
Coord., IT Compliance and Project Delivery	905	J13			Flex		
Coordinator – Leisure Services	071	J17			Flex-Blocking		

SCHEDULE "A" (cont'd)

Position Title	Job Code	Pay Band	Sched A Notes	Agreed RFT Variations	
				RFT Biwklly Hrs	RFT Shift Schedule
Coordinator Marketing & Communications	732	J14			Flex-Blocking
Coordinator – Nature Park	157	J17			Flex-Blocking
Coordinator – Parks Programs	666	J12			Flex-Blocking
Coordinator, Park Programs – Sport	805	J12			Flex-Blocking
Coordinator – Plumbing/Gas Inspection	495	J19			
Coordinator, Permit & Plan Review	111	J18			
Coordinator – Seniors Services	779	J17			Flex-Blocking
Coordinator – Victim/Witness Svc	107	J14			Flex-Blocking
Copying Machine Operator 2	086	J05			
Corporate Records Assistant	664	J09			
Cost Estimator	781	J16			
Counsellor – Youth Services (RCMP)	217	J16			Flex-Blocking
Counter Clerk – Police	020	J07	(b)	75	
Counter Supervisor (RCMP)	827	J11	(b)	75	
Court Liaison Officer	238	J12			
CPIC Operator – Clerk	204	J08			
Criminal Intelligence Analyst	867	J15			
Criminal Intelligence Analyst Supervisor	914	J17		80	Flex-Blocking
Crime Prevention/Victim Services Caseworker	417	J09			Flex-Blocking
Cultural Centre Attendant	032	J05			
Curator, Richmond Art Gallery	783	J16			Flex-Blocking
Curatorial Assistant	848	J08			Flex-Blocking
Custodial Guard	016	J03	(a) (c)	80	Non-Standard
Customer Service Associate	854	J06			Flex
Customer Service Clerk	603	J06			
Customer Service Specialist	759	J08			
Database Administrator	908	J19			
Database/Systems Administrator	401	J19			Flex
Departmental Associate 1	629	J05			
Departmental Associate 2	630	J06			
Departmental Associate 3	772	J07			
Departmental Associate 4	773	J11			
Departmental Associate 5	774	J12			
Departmental Associate 6	775	J14			

(Alphabetized based on full spelling of title)

* Asterisks indicate exceptions below

SCHEDULE "A" (cont'd)

(Alphabetized based on full spelling of title)			* Asterisks indicate exceptions below		Agreed RFT Variations	
Position Title	Job Code	Pay Band	Sched A Notes	RFT Biwklly Hrs	RFT Shift Schedule	
Design Draftsperson	456	J11				
Design Technician	828	J10				
Design Technologist	725	J16				
Developer – Web & Mobile Services	899	J15				Flex
Director, Richmond Art Gallery	761	J18				Flex-Blocking
Disclosure/Transcription Supervisor	903	J12				
Dispatcher Clerk	015	J06	(c)	80		
Document Production Specialist	642	J08				
Draftsperson 3	123	J11				
Education & Public Programs Coordinator	839	J14				Flex-Blocking
Educational Programs Coordinator	755	J14				Flex-Blocking
Electronic Disclosure Assistant	729	J08				
Elections Supervisor-Clerk's	037	J07				
Emergency Programs Assistant	754	J07				
ESS/Volunteer Management Coordinator	709	J14				Flex-Blocking
Engineering Assistant -Devlpmt & Processing	138	J13				
Engineering Assistant - Utilities	136	J14				
Engineering Inspector 1	128	J07				Non-Standard
Engineering Inspector 2	127	J14				Non-Standard
Engineering Records Technician	713	J08				
Engineering Student	795	J02	(a)			
Engineering Technician	124	J13				
Engineering Technician – Inspections	481	J15				
Engineering Technician – Dev & Contract Ops	480	J15				
Engineering Technician – Utilities	716	J13				
Engineering Technologist	133	J16				
Environmental Coordinator	710	J14				
Exhibit & Program Coordinator	796	J14				Flex-Blocking
Exhibit Custodian (RCMP)	017	J11				
Exhibition & Gallery Coordinator	825	J13				Flex-Blocking
Facility Booking Clerk	637	J06				
Finance Specialist (RCMP)	877	J08				
Financial Accountant	861	J12				
Financial Analyst	860	J12				

SCHEDULE "A" (cont'd)

Position Title	Job Code	Pay Band	Sched A Notes	Agreed RFT Variations	
				RFT Biwklly Hrs	RFT Shift Schedule
Fitness Leader	901	J09			Flex-Blocking
Fleet Maintenance Coordinator (RCMP)	608	J10			
Fleet Training Officer	130	J15	(c)	80	
Forensic Identification Tech. (RCMP)	871	J11			
Forensic Video Technician (RCMP)	218	J12			
Front of House Records Clerk	798	J06			
Functional Analyst	892	J15			Flex-Blocking
GIS Analyst	791	J14			
Graphics Coordinator	482	J14			
Head Recreation Customer Svc. Attendant	XHA	XHA			
Inclusion Coordinator	780	J14			Flex-Blocking
Infrastructure Architect	720	J19			
Instructor/Lifeguard 1	090	J05	(d)		Non-Standard
Instructor/Lifeguard 2	091	J08	(d)		Non-Standard
Insurance Clerk	454	J10			
IPS Coordinator	784	J12			
IT Customer Service Team Lead	881	J11			Flex
Junior Instructor/Lifeguard	XJL	XJL			
Lead – Surveyor	776	J15			Non-Standard
Legal Assistant	594	J11			
Licence Inspector	101	J12			Flex-Blocking
Licence Inspector/Clerk	034	J07			
Licence/Building Officer	847	J11			Flex-Blocking
Mail Clerk	624	J01	(a)		
Mail Room Associate	777	J01	(a)		
Mapping Technician 1	121	J08			
Mapping Technician 2	119	J11			
Mapping Technologist	573	J12			
Marketing Assistant	757	J09			
Microcomputer Application Specialist 2	719	J13			
Museum Coordinator	797	J13			Flex-Blocking
Museum Curator	484	J16			Flex-Blocking
Park Design Technician	597	J11			
Park Planner	213	J18			

SCHEDULE "A" (cont'd)

Position Title	Job Code	Pay Band	Sched A Notes	Agreed RFT Variations	
				RFT Biwklly Hrs	RFT Shift Schedule
Parks Graphics & Design Tech	810	J14			
Parks Project Technologist	840	J19			
Payroll Clerk	040	J07			
Payroll Specialist	457	J12			
Permit Centre Clerk	009	J06			
Permit Processing Clerk	195	J06			
Permit Processing Coordinator	851	J11			
Plan Checking Clerk 1	104	J12			
Plan Reviewer	485	J13			
Planner 1	171	J15			
Planner 2	143	J19			
Planner 3	007	J22			
Planner – Analyst	450	J15			
Planning Assistant	762	J08			
Planning Assistant – Mapping	606	J09			
Planning Technician	821	J10			
Planning Technician – Design	147	J12			
Plumbing and Gas Inspector 1	103	J14			
Plumbing and Gas Inspector 2	486	J16			
Point of Sale Analyst	740	J12			
Police Records Clerk	601	J05	(b)	75 *	
Policy & Reporting Analyst (RCMP)	820	J15			
Pool Maintenance Worker	063	J12	(b)	75	Flex-Blocking
Pool Service Worker	067	J03	(a)(b)(d)	75	Non-Standard
PRIME System Technician	728	J11			
Process & Reporting Analyst	866	J11			
Project & Research Assistant	898	J07			
Project Coordinator	654	J14			
Project Planner	655	J14			
Project Planning Technician	850	J08			
Property Records Clerk	661	J06			
Public Art Assistant	834	J06			
Public Art Planner	737 *	J18*			Flex-Blocking *
Public Works Clerk	064	J06			Non-Standard

(Alphabetized based on full spelling of title)

* Asterisks indicate exceptions below

SCHEDULE "A" (cont'd)

Position Title	Job Code	Pay Band	Sched A Notes	Agreed RFT Variations	
				RFT Biwklly Hrs	RFT Shift Schedule
Public Works Parks Associate	803	J07			
Quality Assurance Reviewer	910	J09		75 *	
Records & Information Coordinator (RCMP)	447	J13			
Records & Information Management Analyst	636	J19			
Records Analyst	742	J15			
Records Classification Clerk	643	J03			
Records Coordinator	665	J14			
Records Supervisor (RCMP)	239	J11			
Recreation Customer Service Attendant	XAT	XAT			
Recreation Facility Clerk	167 *	J06			Flex-Blocking *
Recreation Leader	074	J09			Flex-Blocking
Research Planner 2	787	J19			Flex-Blocking
Sanitation/Recycling Assistant	570	J09			
Scheduler (RCMP)	782	J06			
Security Clearance Specialist (RCMP)	869	J07			
Senior Business Systems Analyst	649	J21			Flex
Senior Financial Accountant	859	J16			
Senior Financial Analyst	857	J16			
Senior Network Analyst	718	J18			Flex
Senior Technical Analyst	896	J18			Flex
Seniors Wellness Coordinator	736	J14			Flex-Blocking
Service Delivery Specialist	884	J09			Flex
Service Desk Specialist	876	J08			Flex
Sign/Business License Inspector	862	J12			Flex-Blocking
Sign Inspector/Clerk	875	J07			
Soil Bylaw Officer	883	J14			
Solutions Architect	889	J19			Flex
Special Project	SPRJ				
Supervisor, Business Licence	842	J17			Flex-Blocking
Supervisor of Collections	028	J16			
Supervisor, Community Policing and Crime Prevention	911	J13			
Supervisor – Design Services	452	J17			
Supervisor, Financial Planning & Analysis	858	J20			
Supervisor, Financial Reporting	895	J20			

SCHEDULE "A" (cont'd)

Position Title	Job Code	Pay Band	Sched A Notes	Agreed RFT Variations	
				RFT Biwklly Hrs	RFT Shift Schedule
Supervisor – Inspections	132	J18			Non-Standard
Supervisor, IT Customer Service	888	J16			Flex
Supervisor, Law Department	906	J16			
Supervisor – Mapping & Drafting	125	J15			
Supervisor – Mapping & Production	619	J15			
Supervisor – Parks Mapping & Drafting	891	J15			
Supervisor, Parking & Animal Control	882	J15			
Supervisor – Property Use	214	J17			
Supervisor – Surveys	129	J17			Non-Standard
Supervisor – Traffic Signal Systems	165	J18			
Supervisor, Treasury & Financial Services	197	J18			
Supervisor – Utilities	135	J18			
Supervisor – Youth Services (RCMP)	216	J19			Flex-Blocking
Supervisor – Zoning/Signs & Building Records	863	J15			
Survey Assistant	786	J07			
Surveyor	118	J13			Non-Standard
Systems & Project Coordinator	823	J12			
Systems Analyst	887	J18			Flex
Technical Analyst	897	J15			Flex
Technical Support Specialist (RCMP)	659	J16			
Telephone Operator	087	J04			
Traffic Signal Systems Technologist	801	J14			
Traffic Supervisor	140	J17			
Traffic Technician 1	496	J10			
Traffic Technician 2	139	J14			
Transportation Planner	809	J18			
Treasury Analyst	193	J12			
Tree Preservation Official	733	J12			
User/Operations Support Assistant (RCMP)	668	J09			Flex
Utilities Inspector	726	J10			
Victim Services Crisis Worker	808	J08			
Visitor Services Associate	852	J06			Non-Standard
Volunteer Development Coordinator	753	J13			Flex-Blocking
Waste Reduction & Recycling Coordinator	846	J14			

SCHEDULE "A" (cont'd)

Position Title	Job Code	Pay Band	Sched A Notes	Agreed RFT Variations	
				RFT Biwklly Hrs	RFT Shift Schedule
Watch Clerk – General Duty	855	J06			
Website Assistant	894	J05			Flex
Website Coordinator	635	J14			Flex
Work Control Centre Clerk	807	J06			
Work Control Centre Coordinator	735	J11			
Youth Outreach Worker	704	J10			Flex-Blocking
Zoning/Sign Clerk	144	J07			

(Alphabetized based on full spelling of title)

* Asterisks indicate exceptions below

SCHEDULE "A" (cont'd)

* EXCEPTIONS TO ABOVE					
(Applicable to Select Incumbents Only)					
Position Title	Job Code	Red-Circled Rates	Sched A Notes	Varied Biweekly Hours	Varied Shift Schedule
Bylaw Inspector – Grease Mgt Program	804R	J13			
Bylaw Liaison Officer	112R	J13			
Cashier/Receptionist – Parks & Leisure	036A	J05			Non-Standard
Public Art Planner	737R	J19			Standard
Building Inspector 2 (Licenses)	476A				Flex-Blocking
Building Service Worker – Lead Hand	750A				Flex-Blocking
Building Systems Maintenance Worker	069A			80	
Counter Clerk – Police	020R			35	
Legal Assistant	594R	J13			
Mail Room Associate	777R	J03			
Police Records Clerk	601R			35	
Quality Assurance Reviewer	428A			70	
Victim/Witness Services Worker	808E		(a)		Non-Standard

SCHEDULE "B"**Regular Part-Time and Auxiliary Employees****1. Auxiliary Seniority Pool**

A Seniority Pool has been established for Auxiliary Employees. Access to the Auxiliary Seniority Pool shall be extended to all Auxiliary Employees as follows:

- (a) As soon as an Auxiliary Employee has worked twelve hundred (1200) hours within two (2) consecutive calendar years, such employee will gain entry onto the Auxiliary Seniority List in their section and will be deemed to possess seniority.
- (b) Upon gaining entry onto the Auxiliary Seniority List, an employee will be credited with the number of hours worked.
- (c) An Auxiliary Employee's seniority will be lost as a result of a break in service with the Employer which exceeds twelve calendar months. In-service hours are not considered as hours worked for purpose of seniority calculation.
- (d) 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) In the event of a layoff of Auxiliary Employees within a class (whether the layoff takes place within a program, a geographical area or across the entire bargaining unit) those employees having greatest seniority within the class shall be the last ones laid off.
- (f) Other than as might be provided for pursuant to the terms of paragraph 1(i) herein, no Auxiliary Employee shall have the right to bump another employee after having been laid off.
- (g) An Auxiliary Employee having class seniority, and having been laid off, must, if they wish 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.
- (h) 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.

SCHEDULE "B" (cont'd)

- (i) When an Auxiliary Employee who has attained class seniority, who has been laid off and who has registered for future Auxiliary employment, also registers their 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 their skills, knowledge and ability, and in any case where there is no registered applicant possessing seniority in the new class in question, and where their 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.

2. Benefits and % in Lieu of Benefits

NOTE: Headings in this Paragraph 2 have been added to improve readability and are not to change the intent of the language as negotiated without these headings.

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 including those providing for time off with pay, provided however, that those Auxiliary Employees who have gained entry onto the Auxiliary Seniority list shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings.
- (b) No other benefits shall be provided to Auxiliary Employees unless expressly stated in this paragraph 2.

Regular Part-Time Employees

- (c) (1) A Regular Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:
 - (i) a payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay;
 - (ii) Medical, Extended Health, Group Life and Dental on the same basis as full-time employees except the eligibility periods shall be six (6)

SCHEDULE "B" (cont'd)

calendar months; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay one hundred percent (100%) of the premium for Medical;

- (iii) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time Employees; and
 - (iv) WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (2) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (1), 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 (1), 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 (3) commencing on the first of the month following the expiry of the benefit coverage.
- (3) All Regular Part-Time Employees not covered by paragraph (1) 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 (4) below.
 - (4) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Bereavement Leave, Family Leave and Jury Duty/Crown Witness Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on unpaid leave of absence.
 - (5) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Clause.

SCHEDULE "B" (cont'd)Auxiliary & Regular Part-Time Employees – Statutory Holidays

- (d) Auxiliary and Regular Part-Time Employees who have been employed for at least thirty (30) calendar days before a statutory holiday and have worked their last scheduled day preceding and their first scheduled day following the statutory holiday will receive pay at one and one-half (1½) times their regular wage for hours worked on the statutory holiday. Employees will be paid at normal overtime rates for any hours worked in excess of normal daily or weekly hours on the statutory holiday. An employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.

Auxiliary & Regular Part-Time Employees – Hours of Work and Overtime

- (e) 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.
- (f) 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.
- (g) (1) Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a seven (7) day week basis, shall be permitted to work at straight-time rates for up to eight (8) hours per day on any five (5) days during a work week (which for the purposes of this Clause shall be deemed to commence at 12:01 a.m. on Saturday morning and to end at 11:59 p.m. on the immediately following Friday).
- (2) Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a 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.
- (h) None of the negotiated provisions in the 1977 Collective Agreements permitting employees to work other than the normal work week, shall be disturbed by the provisions of paragraph (g) herein.
- (i) Overtime rates will be paid on the following basis to all Auxiliary and Regular Part-Time Employees:
- (1) Time and one-half for the first four (4) hours worked in excess of the normal daily hours in a day;

SCHEDULE "B" (cont'd)

- (2) Two times for hours worked beyond four (4) in excess of the normal daily hours in a day;
- (3) With respect to employees of the City of Richmond, in any case where an employee has already performed work on five (5) days during the week, two times for any hours worked on the sixth and seventh days of work in that week.

Auxiliary Employees – Shift Differential

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

3. Employee Status – Conversion Process

The Parties agree to a system of review to determine, on a case by case basis, whether or not certain positions should be converted from Auxiliary status to Regular Full-Time status or Regular Part-Time status under the following terms.

The parties will meet every six (6) months to jointly review:

- (a) Effective 2020 March 03, the hours worked in the previous twelve (12) month period for those Auxiliary employees who have worked more than nine hundred (900) hours in the previous twelve (12) month period (listed by employee name, job codes and work sites);
- (b) The historical work pattern of affected employees;
- (c) The reasonable predictability of the future employment;
- (d) Effective 2020 March 03, the total number of auxiliary hours worked in each job code at each location in the previous twelve (12) month period.

In the event of agreement between the parties that a position should be converted, the Employer will approach Council to obtain necessary approval. If Council rejects the request for conversion, or there is no agreement of the parties, the Union may proceed with the grievance procedure.

SCHEDULE "C"**Compressed Work Week Formula**

With respect to the Unions' proposal in 1977 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 Unions. 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 "C".

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.

APPENDIX "A"

Principles Governing the Conversion of Employee Fringe Benefits
in Cases of Introduction or Renewal of Compressed Work Weeks

This is the Appendix referred to in
Schedule "C" (Compressed Work Week Formula)

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. $260.89 \times 7 = 1826\frac{1}{4}$, 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. $52.178 \text{ weeks} \times 5 \text{ days} \times 20 \text{ minutes} (=86.96 \text{ hours})$ in the case of the standard 5-day week; $52.178 \times 4 \times 20 \text{ minutes} (=69.57 \text{ hours})$ in the case of the 4-day week; and $52.178 \times 4.5 \times 20 \text{ minutes} (=78.27 \text{ hours})$ in the case of the 9-day fortnight.
4. Employees shall have at least two of their days off in any week consecutive, and such days off shall for purposes of overtime pay be deemed to be the "first scheduled rest day" and the "second scheduled rest day". Pay for any work on the third day off in any week shall be in accordance with normal daily overtime rates.
5. 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

APPENDIX "A" to SCHEDULE "C" (cont'd)

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 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 Appendix "A"), 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 "D"**Regular and Supplementary Vacations Table**

In each cell of the following table, the number of regular annual vacation days is identified on the left and the number of supplementary vacation days to be credited in the calendar year is on the right. In both cases, the crediting of the identified number of working days is based upon the normal five (5) day work week.

The supplementary vacation days credited must be taken within five years, prior to the next five (5) days being credited.

As vacation entitlement is prorated in the first year of employment based on each employee's start date, the entitlement in the first calendar year of service is not identified in the table.

Example:

An employee hired in 2007 is in their 11th calendar year during 2017.

The employee in 2017 will be credited with five (5) supplementary working days which may be taken at any time between 2017 and 2021, both years included.

In 2022 the employee will be credited with a further five (5) supplementary working days, etc.

SCHEDULE "D" (cont'd)

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

Year Hired	Entitlement Year				Year Hired	Entitlement Year			
	2020	2021	2022	2023		2020	2021	2022	2023
	VAC/SPV	VAC/SPV	VAC/SPV	VAC/SPV		VAC/SPV	VAC/SPV	VAC/SPV	VAC/SPV
2023				**	2002	25 / 0	25 / 0	25 / 5	25 / 0
2022	--	--	**	15 / 0	2001	25 / 0	25 / 5	25 / 0	25 / 0
2021	--	**	15 / 0	15 / 0	2000	25 / 5	25 / 0	25 / 0	30 / 0
2020	**	15 / 0	15 / 0	15 / 0	1999	25 / 0	25 / 0	30 / 0	30 / 0
2019	15 / 0	15 / 0	15 / 0	15 / 0	1998	25 / 0	30 / 0	30 / 0	30 / 5
2018	15 / 0	15 / 0	15 / 0	15 / 0	1997	30 / 0	30 / 0	30 / 5	30 / 0
2017	15 / 0	15 / 0	15 / 0	15 / 0	1996	30 / 0	30 / 5	30 / 0	30 / 0
2016	15 / 0	15 / 0	15 / 0	20 / 0	1995	30 / 5	30 / 0	30 / 0	30 / 0
2015	15 / 0	15 / 0	20 / 0	20 / 0	1994	30 / 0	30 / 0	30 / 0	30 / 0
2014	15 / 0	20 / 0	20 / 0	20 / 0	1993	30 / 0	30 / 0	30 / 0	30 / 5
2013	20 / 0	20 / 0	20 / 0	20 / 5	1992	30 / 0	30 / 0	30 / 5	30 / 0
2012	20 / 0	20 / 0	20 / 5	20 / 0	1991	30 / 0	30 / 5	30 / 0	30 / 0
2011	20 / 0	20 / 5	20 / 0	20 / 0	1990	30 / 5	30 / 0	30 / 0	30 / 0
2010	20 / 5	20 / 0	20 / 0	20 / 0	1989	30 / 0	30 / 0	30 / 0	30 / 0
2009	20 / 0	20 / 0	20 / 0	20 / 0	1988	30 / 0	30 / 0	30 / 0	30 / 5
2008	20 / 0	20 / 0	20 / 0	25 / 5	1987	30 / 0	30 / 0	30 / 5	30 / 0
2007	20 / 0	20 / 0	25 / 5	25 / 0	1986	30 / 0	30 / 5	30 / 0	30 / 0
2006	20 / 0	25 / 5	25 / 0	25 / 0	1985	30 / 5	30 / 0	30 / 0	30 / 0
2005	25 / 5	25 / 0	25 / 0	25 / 0	1984	30 / 0	30 / 0	30 / 0	30 / 0
2004	25 / 0	25 / 0	25 / 0	25 / 0	1983	30 / 0	30 / 0	30 / 0	30 / 5
2003	25 / 0	25 / 0	25 / 0	25 / 5	1982	30 / 0	30 / 0	30 / 5	30 / 0

SCHEDULE "E"**Employment Standards Act Principles**

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

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

SCHEDULE "F"

Auxiliary Instructor/Lifeguard Priority Scheduling

1. The scheduling of Instructor/Lifeguards falls into six scheduling periods: four longer seasonal periods and two shorter periods matching the Richmond School District's spring and winter school breaks. Scheduling at the outset of each period is based on operational needs and shifts for each period are assigned for all aquatic facilities at the same time in the following order:
 - (a) Regular Part-time Instructor/Lifeguards requesting additional hours will be assigned shifts before any Auxiliary Instructor/Lifeguards.
 - (b) Auxiliary Instructor/Lifeguards on the Priority Scheduling List will be assigned shifts in decreasing order of their placement on the list in accordance with the qualifications required for the shifts and the employee's availability.
 - (c) Other Auxiliary Instructor/Lifeguards shall be assigned any remaining shifts.

Once the shift assignments are concluded for the scheduling period, the Priority Scheduling List does not apply to staffing changes required for the remainder of the scheduling period.

2. In order to be scheduled for shifts, Instructor/Lifeguards must have their current award status on file for all required certifications and have completed the most recent in-service training (unless the absence was approved by the Manager), and have submitted their availability.
3. For the purposes of assigning shifts to Instructor/Lifeguards, in addition to operational needs and the requirements outlined in 2, above, Supervisors will consider Instructor/Lifeguard qualifications to identify eligibility for individual shifts, including previous experience with a particular group (children, seniors, etc.) or set of instructional classes, rentals, special events, specific gender needs, specific training needs, Junior Instructor/Lifeguard ratio, and like considerations. Shifts will only be assigned to those possessing the required qualifications.
4. An "Auxiliary Instructor/Lifeguard Priority Scheduling List" will be created four times per year, to correspond with the larger seasonal scheduling periods identified above. Separate lists will not be created for the two shorter scheduling periods.
 - (a) To be included initially on this list, 1,200 Instructor/Lifeguard hours must be worked in the twenty-four (24) calendar months prior to the creation of the priority scheduling list.
 - (b) Anyone who does not meet the following requirements will not remain on the List:
 - (i) Minimum Hours: 400 Instructor/Lifeguard hours must be worked in the prior twelve (12) months.
 - (ii) Minimum Availability: Submitted availability for two (2) of the four large scheduling periods in the prior twelve (12) months must include at least two days per week that match operational shift needs. Employees are not required to make themselves available for the two shorter scheduling periods.

SCHEDULE "F" (cont'd)

Employees on a Leave of Absence approved by the Employer are not required to make themselves available during the leave.

- (iii) No Excessive Cancellations: Employees with excessive unapproved leaves or cancellations in the prior scheduling period will first receive a warning and if excessive in another scheduling period they will be removed from the List.
 - (c) If removed from the Priority Scheduling List for any of the reasons above, work remains available as an Auxiliary Instructor/Lifeguard without priority scheduling. Effective 2020 March 03, to be reinstated on the list, the eligibility requirements [set out in 4(b)(i) above] must again be satisfied.
5. All disputes regarding Schedule "F" will be first dealt with by a meeting of the Manager with a Union Steward or Officer and a Manager, Human Resources (or designate). Failure to resolve the issue within a timeframe as mutually agreed by the Parties for the issue in question may result in initiation of the grievance procedure as outlined in the Collective Agreement.

LETTERS OF AGREEMENT

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

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

The following Letters of Agreement are displayed in their entirety:

- (1) Hours of Work – Aquatic Reorganization
- (2) Aquatic RPT's Having 8 Hours Between Occasional Shifts
- (3) Discount on Registration Fees for Lifeguard Re-certifications
- (4) Educational Support Programs
- (5) Hours of Work – Adjustment of Hours
- (6) Use of Sick Leave for Medical Appointments

Letter of Agreement #1

City of Richmond and CUPE Local 718

HOURS OF WORK – AQUATICS REORGANIZATION

The purpose of this letter is to define the flexibility of the Employer with respect to adjusting regular position shifts for Instructor/Lifeguards I and II's and Cashier/Receptionists.

The Union and Employer agree to the Employer being able to adjust regular position shifts for Instructor/Lifeguards I and II's and Cashier Receptionists by a maximum of one hour with the following understanding:

- (a) A minimum of two week's written notice will be provided to the employee.
- (b) This agreement on flexibility is given without prejudice to the current Collective Agreement and to either parties' position on the application of letter 'h' in Schedule A of the Collective Agreement.

This Letter of Agreement will remain in effect for the following term: January 1, 2020 to December 31, 2023. Termination of this Letter of Agreement may be initiated by either Party providing sixty (60) days written notice prior to the above-noted expiry date. Failure to provide written notice will mean continuance of this Letter of Agreement for the same period as the current Collective Agreement with renewal, amendment or termination being an issue for discussion at collective bargaining.

Agreed the 26 Day of November, 2020

For City of Richmond

"Laurie Bachynski"

"Cindy Thomas"

For CUPE, Local 718

"Dal Benning"

"Marianne Thomas"

Letter of Agreement #2

City of Richmond and CUPE Local 718

AQUATIC RPT'S HAVING 8 HOURS BETWEEN OCCASIONAL SHIFTS

Notwithstanding Clause 5(f) – Hours of Work and Work Week, it is agreed Regular Part-time employees in the Aquatics section of Recreation and Sport Services may voluntarily accept Auxiliary shifts of a non-regular scheduled nature provided no less than eight (8) hours has elapsed prior to cessation of work on the regularly scheduled shift and the commencement of work on this extra shift.

This Letter of Agreement will remain in effect for the following term: January 1, 2020 to December 31, 2023. Termination of this Letter of Agreement may be initiated by either Party providing sixty (60) days written notice prior to the above-noted expiry date. Failure to provide written notice will mean continuance of this Letter of Agreement for the same period as the current Collective Agreement with renewal, amendment or termination being an issue for discussion at collective bargaining.

Agreed the 26 Day of November, 2020

For City of Richmond

“Laurie Bachynski”

“Cindy Thomas”

For CUPE, Local 718

“Dal Benning”

“Marianne Thomas”

Letter of Agreement #3

City of Richmond and CUPE Local 718

DISCOUNT ON REGISTRATION FEES FOR LIFEGUARD RE-CERTIFICATIONS

Registration fees to City of Richmond aquatic staff will be subject to a twenty-five per cent (25%) discount on regular price fees established for Lifeguard Instructor award re-certifications only.

This Letter of Agreement will remain in effect for the following term: January 1, 2020 to December 31, 2023. Termination of this Letter of Agreement may be initiated by either Party providing sixty (60) days written notice prior to the above-noted expiry date. Failure to provide written notice will mean continuance of this Letter of Agreement for the same period as the current Collective Agreement with renewal, amendment or termination being an issue for discussion at collective bargaining.

Agreed the 26 Day of November , 2020

For City of Richmond

"Laurie Bachynski"

"Cindy Thomas"

For CUPE, Local 718

"Dal Benning"

"Marianne Thomas"

Letter of Agreement #4

City of Richmond and CUPE Local 718

EDUCATIONAL SUPPORT PROGRAMS

The purpose of this Letter of Agreement is to establish the conditions and salary rate process for students hired under a formal program supporting education/learning between recognized educational institutions and the City of Richmond.

It must be noted and emphasized this letter of agreement does not apply to students hired into Auxiliary, Temporary or Regular positions. Students hired into those positions to carry out the principal duties of a position shall be classified accordingly and paid according to the rate established for that position.

These educational support programs will be restricted to persons registered in a recognized co-operative, work experience, practicum, directed work studies, or other similar education programs at a participating post-secondary institution. Selection methods will be determined by the Human Resources Department in co-ordination with the procedures of the participating post-secondary institution. The length of appointment for students under this article will correspond to the requirement of their academic program. Employees hired under an educational support program shall be assigned work that augments their field of study.

The educational support programs will be administered by the Human Resources Department in concert with the employing department(s). No more than two such students will be employed in any one Department; exceptions to this principle require advance discussion and mutual agreement of the Union. CUPE 718 is to be kept informed of any employment under such education/learning programs via Labour-Management meetings and any issues arising from or amendments to this LOA will be discussed and resolved in that forum.

These students will be classified as Auxiliary or Temporary Full-time (TFT) dependent on their hours of work. No educational support program students will be employed where it would result in a layoff or failure to recall a qualified employee.

Students participating in this program will be paid from any defined step within pay bands 6 to 8 as determined by the employing department and Human Resources. Should a candidate's current educational level and/or past work experience suggest a supplement to the base level of compensation defined herein, the City will document its rationale and discuss same at Labour Management; Union agreement will be required for any compensation outside of pay bands 6 to 8.

The City and Union agree that employment of educational support program students is in part subject to the terms and conditions of the supporting educational institution as well as the Collective Agreement. Human Resources will document those conditions of employment in any letters of acceptance to successful students and provide the Union with a copy. Any concerns will be dealt with at Labour-Management Meetings.

LETTER OF AGREEMENT #4 (cont'd)

This Letter of Agreement will remain in effect for the following term: January 1, 2020 to December 31, 2023. Termination of this Letter of Agreement may be initiated by either Party providing sixty (60) days written notice prior to the above-noted expiry date. Failure to provide written notice will mean continuance of this Letter of Agreement for the same period as the current Collective Agreement with renewal, amendment or termination being an issue for discussion at collective bargaining.

Agreed the 26 Day of November, 2020

For City of Richmond

"Laurie Bachynski"

"Cindy Thomas"

For CUPE, Local 718

"Dal Benning"

"Marianne Thomas"

Letter of Agreement #5

City of Richmond and CUPE Local 718

HOURS OF WORK – ADJUSTMENT OF HOURS

1. Informal Adjustment of Hours by Mutual Consent:

A Manager and an employee may, by mutual agreement, vary the employee's regular hours of work during the work day. In the absence of a pre-determined fixed period, the arrangement may continue for as long as the Manager and the employee continue to consent to the original agreement. Any such variation in the hours of work shall not establish a precedent. The Manager, the employee or the Union may cancel the arrangement on thirty (30) days written notice inclusive of the reasons for so doing.

Prior to any change in an employee's scheduled hours of work (establishing/amending a change or termination of change), the Union shall be notified of such arrangement in writing through Human Resources. This notification will include the rationale for the proposed change.

An employee shall not be eligible for additional premiums where an employee initiates a change which would qualify the employee for additional premiums. An employee shall be eligible for additional premiums where the Employer initiated the change which would qualify the employee for additional premiums.

The Employer and the Union mutually agree that where an employee requires a change in hours of work due to family care requirements (i.e. childcare, parental care, spousal/partner care), both Parties and the employee will work together in an attempt to fashion an agreeable solution. It is recognized that the final decision will rest solely with the Employer, however such change will not be unreasonably withheld.

Decisions re hours of work under this provision will be reflected in the Labour Management meeting minutes as well as the ongoing listing of Special Adjustments.

2. Administrative Process Defined

To develop an objective administrative process, the Parties agree to incorporate the previous Collective Agreement Articles and Letters of Agreement identified below (from the 2007-2011 Collective Agreement) into an updated documented listing of Special Adjustments to be administered via the Labour-Management Committee.

- i) Article 5 (h) Computer Services
- ii) Article 5 (i) Miscellaneous Shift Adjustments
- iii) Article 5 (j) re "blocking system"
- iv) Letter of Agreement 2 – Flexible Blocking System – Parks and Recreation
- v) Letter of Agreement 3 – Flexible Blocking System – Special Projects
- vi) Letter of Agreement 9 – Flexible Blocking System – RCMP Crime Prevention/Victim Services.

LETTER OF AGREEMENT #5 (cont'd)

NOTE: The introductory spreadsheet for documenting such information is provided to the Parties for further discussion, modification and improvement as required by the Parties. Should the Parties be unable to agree to those requests for inclusion at this 2013 bargaining table, such requests will be referred to the Labour Management Committee.

The monthly Labour-Management Committee meeting will establish a standing agenda item for Hours of Work – Special Adjustments for the Employer and Union Executive to jointly and specifically review:

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

The Employer and the Union will jointly maintain a current listing of all such positions jointly determined by the Parties to be eligible for such special shift adjustments as mutual consent, blocking, shift flexing or formal change. For each category of special adjustment, this listing will define the position by title, department and section, PCC #, effective date of authorized approval and by employee name – all of which is to be updated immediately should any change occur. Documentation is to be distributed at each monthly Labour-Management Committee meeting and any discrepancies dealt with in an expedited manner.

With the exception of all technical computer positions which are subject to Flex, classifications will not be designated (e.g. as “flex” or “blocking”) without the express agreement of both Parties with such designation agreement documented in the minutes of the Labour Management Committee meeting.

The overall purpose of this administrative process is to ensure both Parties have access to full and accurate information pertaining to any request for Special Adjustments to the provisions of Hours of Work before implementation or any further adjustments to be made after implementation. Departmental or employee requests for Special Adjustments must be fully documented through Human Resources and such material will be shared in full with the Union. Full discussion and disclosure is required to assess Special Adjustment requests. Requests for designation changes to/from regular hours as per this Letter of Agreement will not be unreasonably withheld by either Party. It is agreed the Labour-Management Committee meetings are the proper venue for Special Adjustment decisions.

3. Flexible Hours of Work Required by Employer

The Parties are in agreement that an “hours of work” designation system is required to reflect the operational needs of the workplace and that those needs may change over time.

Dependent upon operational need, employees in some positions may be required to adjust their stop and start times Monday to Friday inclusive. Employees may also be required to adjust their work week to include a Saturday and/or a Sunday. Hours are to be scheduled by mutual agreement between the employee and the supervisor by pay period at least 10 days in advance

LETTER OF AGREEMENT #5 (cont'd)

of the beginning of the schedule. Each pay period will be for seventy (70) hours over fourteen (14) days and may be:

- (a) "Flex" a flexing of the whole shift, or
 - (b) "Flex Blocking": a shift made up of a minimum of one (1) four-hour block and a maximum of three (3) four-hour blocks per day. After the initial four-hour block, the blocking may be made up of either 2, 3.75 or 4 hour blocks. There will be a minimum of a thirty minute unpaid break between blocks.
- 1) Where there is no agreement, the Manager or designate shall set the schedule with a minimum of ten (10) calendar days' notice to the employee(s) in advance of the beginning of the schedule. Failure of both the employee(s) and the supervisor to agree to the hours is subject to review by another Manager (within the operating Division) chosen by the employee; this manager will decide on the particular schedule without interruption to the needs of the Employer.

Continuing failure of the participants to agree to such required schedules into following pay periods will result in the issue being referred to the Labour Management Committee for hearing and review. Both Parties agree to the requirement of full disclosure of rationale, meaningful bargaining as required and that full participation and approval will not be unreasonably withheld by either Party.

In the event of a failure to resolve this issue of hours of work scheduling required by the Employer through the aforementioned process, the Parties agree that the question will be finally and conclusively settled under and by the Grievance Procedure of the Collective Agreement starting at Step 3.

- 2) Where employees flex their hours of work, Clause 5(f) will be waived.
- 3) Unscheduled hours that are worked are to be considered overtime and are subject to current contract provisions.
- 4) The Union shall be notified of such arrangement in writing through Human Resources and this decision will be reflected in the Labour Management Committee meeting minutes as well as the ongoing listing of Special Adjustments.

Agreed the 26 Day of November, 2020

For City of Richmond

"Laurie Bachynski"

"Cindy Thomas"

For CUPE, Local 718

"Dal Benning"

"Marianne Thomas"

Letter of Agreement #6

City of Richmond and CUPE Local 718

USE OF SICK LEAVE FOR MEDICAL APPOINTMENTS

The Parties are in agreement that medical appointments may utilize accrued sick leave to ensure no loss of earnings for attendance at same, but wherever possible, the timing of such appointments are to be scheduled for an employee's compressed day or at times outside of normal working hours. If such scheduling is not possible, medical appointments are to be scheduled for the end or beginning of the work day, where possible, to minimize loss of working hours.

Should an employee be required to attend a medical appointment during the course of the normal work day, employees must ensure their supervisor is aware of the time needed for travel to and from such appointment. As it is not appropriate in most cases for employees to schedule a medical appointment and then take the remainder of the day as sick leave, supervisors are to be made aware of the anticipated return to work time of such requests to better enable workforce scheduling and appropriate time-keeping.

Agreed the 26 Day of November, 2020

For City of Richmond

"Laurie Bachynski"

"Cindy Thomas"

For CUPE, Local 718

"Dal Benning"

"Marianne Thomas"
