

COLLECTIVE AGREEMENT

between

THE CORPORATION OF
THE CITY OF PORT COQUITLAM

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 498

JANUARY 1, 2012 to DECEMBER 31, 2015

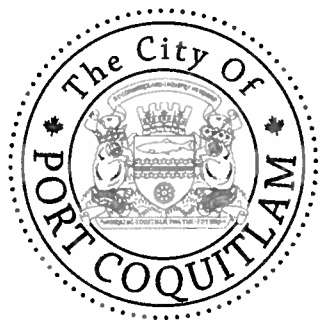


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This AGREEMENT effective of and from this 1st day of January, A.D., 2012

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COQUITLAM

(Hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498

Chartered by the Canadian Union of Public Employees
and affiliated with the Canadian Labour Congress

(Hereinafter called the "Union")

PARTY OF THE SECOND PART

ARTICLE 1 – PREAMBLE

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

- 1.1 To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.
- 1.2 To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 1.3 To encourage efficiency in operation.
- 1.4 To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

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

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 – DEFINITIONS

- 2.1 "Employee" shall mean a person who is an "employee" as defined in the Labour Code of British Columbia.
- 2.2 "Probationary Employee" shall mean a person serving an initial trial period of four (4) calendar months, from date of hire, to determine suitability for employment as a "regular employee."
- 2.3 "Regular Employee" shall mean an employee, full and part time who has successfully completed the probationary period and who is employed on a regular basis.
- 2.4 "Regular and Probationary Employees" shall be entitled, except as otherwise provided herein, to all benefits provided by the Collective Agreement, from date of hire.
- 2.5 "Casual employee" shall mean an employee who is not regularly scheduled to work other than during periods that such employee shall relieve regular employees or for the purposes of temporary increased workload. In addition to the foregoing, casual employees may also be employed on a seasonal basis.
- 2.6 "Department" is currently defined as the Parks & Recreation Department; Corporate Services Department; Engineering & Operations Department; Administration Department; and Development Services Department.
- 2.7 "Division" is currently defined as Recreation Division, Vector Control Division, Operations Division, and Parks & Services Division.

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

The Employer recognizes the Canadian Union of Public Employees, Local No. 498, as the sole and exclusive collective bargaining agency for all of its employees save and except the incumbents of those classifications listed below:

Administration Clerk
Assistant Manager of By-Law Services
Assistant Payroll Manager
Executive Assistant
Area Recreation Manager
Section Manager
Budget Officer
Chief Administrative Officer
Corporate Officer
Financial Officer
Community Police Office Manager

Customer Service Manager
Deputy Director of Engineering & Operations
Deputy Director of Parks and Recreation
Deputy Treasurer
Director of Corporate Services
Director of Development Services
Director of Engineering and Operations
Director of Parks and Recreation
Emergency Preparedness Officer
Financial Systems Officer
Fire Chief
Assistant Fire Chief
Human Resources Administrative Support
Human Resources Assistant
Human Resources Advisor
Human Resources Clerk
Labour Relations Officer/Legal Counsel
Manager of Accounting Services
Manager of Bylaw Services
Manager, Building Permits and Inspections
Manager, Communications and Administrative Services
Manager of Engineering and Land Development
Manager of Engineering Projects and Budgets
Manager of Environmental Services
Manager of Facility Services
Manager of Financial Services
Manager, Human Resources
Manager of Information Services
Manager of Parks, Planning and Design
Manager, Parks and Services
Manager of Planning
Manager of Revenue and Collections
Manager, Traffic and Transportation
Operations Manager
Project Engineer
Purchasing Manager
Vector Control Biologist

and those excluded by the Labour Code of British Columbia and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the Parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies

when bargaining unit employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

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

ARTICLE 4 – EMPLOYER’S RIGHTS

The management and the operation of, and the direction of the working force is vested exclusively in the Employer provided however that this authority will not be used for purposes of discrimination against its employees.

ARTICLE 5 – UNION SECURITY

5.1 The Employer, at the time of hiring, shall make the successful applicant aware of the existence of the Collective Agreement and the conditions of employment contained therein.

5.2 All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union.

ARTICLE 6 – CHECK-OFF OF UNION DUES

The Employer agrees to the check-off of all union dues, fees and assessments levied in accordance with the Constitution and/or Bylaws of the Union. The Union agrees to advise the Employer of the amounts of such union dues and/or assessments as may be determined from time to time by the said Union.

The Employer, upon receipt of such advice from the Union, shall thereupon deduct from all earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union treasurer not later than the fifteenth (15th) day of the following month.

ARTICLE 7 – LABOUR MANAGEMENT RELATIONS

7.1 Representation

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

7.2 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than six (6) members of the Employer, as appointees of the Employer, and not more than six (6) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the committee.

7.3 Labour Management Committee

A Labour Management Committee shall be established for the purpose of developing and maintaining an effective channel of communication between the Employer and the Union. The Labour Management Committee shall be comprised of a minimum of two (2) and a maximum of four (4) members to be appointed by the Employer and a minimum of two (2) and a maximum of four (4) members to be appointed by the Union. Appointments from each side will be determined by a number of factors including subject matter being discussed, availability, and operational requirements.

7.4 Meeting of Committee

In the event either Party wishes to call a meeting of the Labour Management Committee, the meeting shall be held at a time and place fixed by mutual agreement. Such meeting must be held not later than seven (7) calendar days after the request has been given, provided however, that such time limit may be extended by mutual consent of the Parties.

7.5 Time Off For Meeting

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

7.6 Representative of Canadian Union of Public Employees

- (a) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or

negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

- (b) Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the Union in advance of the purpose of the interview in order that a shop steward or other Union representative may be present at the interview. In a disciplinary interview, no employee shall be required to answer to charges without a Union representative present.

7.7 Sexual Harassment

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's job performance, or workplace relationships or endangers an employee's employment status or potential. Any dispute of the definition of sexual harassment that may arise shall be discussed through the Labour Management Committee. Unresolved complaints and disputes shall be processed through the grievance procedure commencing at 8.3.

ARTICLE 8 – GRIEVANCE PROCEDURE AND ARBITRATION

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question governing the dismissal or suspension of an employee bound by the Agreement, and including any question as to whether any matter is arbitrable, there shall be no stoppage of work on account of such difference and an earnest effort shall be made to settle the difference in the following manner:

- 8.1** The grievance shall be stated in writing, and shall state that the matter is a grievance in accordance with this Article and shall be submitted to the Department Head concerned within thirty (30) calendar days of the date of the incident giving rise to the grievance, or within thirty (30) calendar days of becoming aware of the incident, but in no case exceeding ninety (90) calendar days from the date of the incident.
- 8.2** The Department Head shall make a written decision on the grievance within thirty (30) calendar days. Within thirty (30) calendar days of receipt of the Department Head's written response, the Union may choose to invoke 8.3.
- 8.3** Within thirty (30) calendar days of 8.3 being invoked the grievance shall be discussed between a grievance committee of three (3) representatives of the Employer and a grievance committee of three (3) representatives of the Union. The aggrieved employee and the Department Head may attend as witnesses. The decision of the Employer's grievance committee shall be in writing within fourteen (14) calendar days of the meeting. If the Union does not accept the decision of the Employer's Committee, they

may invoke 8.4 of this Article within thirty (30) calendar days of receipt of the decision, such notice shall be in writing to the Employer.

- 8.4** A Board of Arbitration shall be formed to hear the grievance. Either Party shall notify the other, in writing, of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other Party shall within fourteen (14) calendar days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other Party. Such representatives shall endeavour to select a third member who shall be Chairman. Should the representatives fail to select such third member within five (5) calendar days from the appointment of the last representative, either Party may request the Minister of Labour of the Province of British Columbia to appoint a Chairman. The expenses and compensation of the representatives selected by the Parties shall be borne by the respective Parties. The expenses and compensation of the Chairman shall be shared equally between the Parties.
- 8.5** Within fourteen (14) 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 all persons bound by this Agreement.
- 8.6** In the event the Board of Arbitration finds that an employee has been dismissed or suspended for other than proper cause, the Board of Arbitration may direct the Employer to reinstate the employee and pay to the employee a sum equal to -the employee's wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable or make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the Parties.
- 8.7** Failure of the Union to adhere to the time requirements in this Article shall result in the abandonment of the grievance on a without prejudice basis. Failure of the Employer to adhere to the time requirements shall result in the grievance being resolved in favour of the Union, without prejudice.
- 8.8** Whenever a stipulated time is mentioned in sub-section (8.1), (8.2), (8.3), (8.4) or (8.5) herein, the said time may be extended by mutual written consent of the Parties.

ARTICLE 9 – SENIORITY

9.1 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, and recall. Seniority shall operate on a bargaining-unit-wide basis.

9.2 Seniority List

- (a) The Employer shall maintain a seniority list showing the date upon which an employee's service commenced. Any employee may request information from the Employer relative to their own seniority. Upon request, any officer of the Union shall be supplied with a copy of the seniority list, and/or the necessary information relative to seniority and rates of pay of any employee, or groups of employees, covered by this Agreement.

9.3 Calculation of Seniority

- (a) Seniority shall be established on the basis of an employee's service with the Employer, calculated from the date upon which the employee commenced employment with the Employer.
- (b) Regular Employee (Part Time)

Seniority shall be established on the basis of an employee's service with the Employer, calculated from the date upon which the employee commenced employment with the Employer. Seniority shall be calculated on the basis of hours scheduled, and seniority for shifts not worked shall be in accordance with Article 9.5.

- (c) Casual Employees

Casual employee's seniority is calculated on the basis of hours worked with the exception of the period of time approved for maternity or parental leave. Casual seniority is only used to bid on posted vacancies. In the event a casual employee is awarded a regular position, the accumulated seniority is credited to the employee and is considered for all purposes for which seniority is a factor under the terms of this Collective Agreement.

9.4 Probationary Employees

- (a) Newly hired employees shall be considered on a probationary basis for a period of four (4) calendar months from date of hiring. During the probationary period, such employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of hire.
- (b) Notwithstanding provisions contained in this clause, regular part time employees are required to put in the equivalent in hours of a regular full time employee with respect to the probationary period.

- (c) Notwithstanding (a) and (b) casual employees will be considered probationary for the duration of their casual employment. Notwithstanding this provision, regular employees transferring to casual will not be considered probationary but will be required to complete a trial period.

9.5 Retention and Accumulation of Seniority

(a) Retention of Seniority

It is agreed between the Parties hereto that seniority shall be retained on the following basis:

- (i) Regular employees who are laid off with less than one (1) year of service shall retain seniority for a period of nine (9) months.
- (ii) Regular employees who are laid off after one (1) year's service shall retain their seniority for a period equal to their length of service to a maximum of three (3) years.
- (iii) Authorized leave of absence beyond thirty (30) calendar days.

(b) Accumulation of Seniority

Regular and probationary employees shall accumulate seniority as set out in this Article during the following absences:

- (i) Absence due to a bona-fide sickness, provided such sickness is certified by a qualified medical practitioner, pursuant to Article 15.6.
- (ii) During an approved paid leave.
- (iii) During maternity/parental leave. Casual employees shall accumulate seniority during an approved maternity/parental leave based on the average monthly hours worked in the twelve (12) month period preceding the leave.
- (iv) For the first thirty (30) calendar days of an approved unpaid leave of absence.
- (v) Absence while serving in Her Majesty's Armed Forces, in times of a national emergency after employment by the Employer, shall be considered as having leave of absence, and shall retain their seniority rights; and shall continue to accumulate seniority, provided such seniority rights are asserted within ninety (90) days of honourable discharge.

9.6 Loss of Seniority

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

An employee shall only lose seniority in the event of:

- (a) Discharge for just cause and is not re-instated.
- (b) Resignation.
- (c) Absence from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.

In addition, regular employees are subject to the loss of seniority in the event of:

- (a) Failure to return to work in compliance with Article 11.7 (c).
- (b) Is laid off for a period longer than that which is specified in Article 9.5 (a) and (b).

ARTICLE 10 – PROMOTIONS AND STAFF CHANGES

10.1 Job Postings

When a vacancy occurs or a new position is created, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, lunch rooms, shops and on bulletin boards for a minimum of one (1) calendar week in order that all members will know about the position and be able to make written application therefore.

Schedule "C" part time employees are not permitted to bid into Schedule "A" and "B" positions for a period of seven (7) calendar months from initial date of hire with the Employer, or until completion of the probation period, as outlined in Article 9.4, whichever occurs first.

It is agreed that after such a notification and posting has taken place vacant positions may be filled on a temporary basis for a period not exceeding four (4) calendar weeks prior to a permanent appointment being made; said four (4) calendar weeks being calculated from the date upon which the notification and posting occurred.

Vacancies due to sick leave or vacation of an employee that extends beyond three (3) calendar months, to be posted as temporary positions, unless the Union is advised and agrees otherwise.

That when a position held by a regular part time employee is increased in hours it shall not become a new position and that when a part time position is increased in hours the incumbent shall accept the position of the total hours, or the job shall be posted. Also, where there is an increase in hours or personnel which created an upgrading to a higher classification, the position shall be posted.

10.2 Information in Posting

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary range. Postings of temporary positions, in addition to the above information, shall include expected duration of the temporary position.

10.3 No Outside Advertising

No outside advertisement for additional employees shall be made until present employees have had first opportunity to apply.

10.4 Recognition of Seniority

Both Parties recognize:

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

10.5 Method of Making Appointments

Therefore, in making staff changes, transfers, or promotions, appointments shall be made of the applicant with the greatest seniority, and having the necessary ability, knowledge and qualifications as set out in the applicable mutually agreed upon training programs.

10.6 Temporary Transfers

- (a) Employees who accept a job opportunity posting for a time-stated temporary position, as detailed in the Job Opportunity Bulletin, will not be entitled to be awarded any other temporary position until completion of the time-stated temporary position, unless operationally required.
- (b) Temporary short-term transfers in Schedule "A" made without job opportunity postings, for reasons such as sick leave replacements, shall be made from employees working on the same shift, within the same department and division, and working out of the same geographic location, for up to five (5) days. The Employer will attempt to give priority to the most senior qualified regular employee for the higher rated position.

- (c) Casual employees are eligible for temporary transfer and higher rates of pay, however, for the purposes of 10.6 (b) they possess no seniority. Appointments to higher rated positions will be based on operational requirements.
- (d) Casual employees appointed to a time-stated temporary position will remain casual for the duration of the temporary position.

10.7 Trial Period

An applicant who has been appointed under the provisions of this Article shall be on trial in the new position for a period of two (2) calendar months. Should the employee's service have been satisfactory during that time the appointment shall automatically become permanent immediately after the expiration of the two (2) calendar month trial period. Should the successful applicant have proven unsatisfactory in the position during the aforementioned trial period the employee shall be so advised by the Employer prior to the expiration of the two (2) calendar month trial period and shall be returned to the employee's former position at the former wage or salary without loss of seniority. Similarly, if the employee is unable to perform the full time position the employee shall so inform the Employer prior to the expiration of the two (2) calendar month trial period and shall then be returned to the employee's former position at the former wage or salary without loss of seniority. Any other employee promoted or transferred or whose duties were otherwise altered because of the rearrangement of positions shall also be returned to their former position at the former wage or salary without loss of seniority.

During the trial period, there will be a written evaluation by the supervisor.

Notwithstanding provisions contained in this clause, regular part time employees are required to put in the equivalent in hours of a regular full time employee with respect to the trial period. However, in no instance shall a trial period exceed nine (9) calendar months, excluding any periods of lay-off.

Casual employees appointed to vacancies, either regular or temporary, and when transferring to casual status from regular status shall serve a two (2) calendar month trial period.

It is further understood that should circumstances arise that would necessitate an extension of the trial period, same shall be extended upon mutual agreement between the Employer and the Union.

10.8 Notification to Union

The Employer agrees to notify the Union, in writing, when an employee covered by this Agreement is hired, promoted, demoted, transferred, laid off, recalled, resigns, is suspended or is terminated. The Union shall be notified in writing of all applicants and the successful applicant to every vacancy or new position.

ARTICLE 11 – LAYOFF AND RECALL

11.1 Definition

A layoff shall be defined as a reduction in the work force for a variety of reasons (including declaring the position redundant) or a reduction in the regular hours of work as defined in this Agreement.

11.2 Role of Seniority

Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority.

11.3 Notice of Layoff

The Employer shall notify employees who are to be laid off fourteen (14) calendar days prior to the effective date of layoff.

If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available. In the case of Schedule "C" - Part Time Employees, payment in lieu of notice shall be pro-rated to their normal hours of work in the applicable time period.

11.4 Bumping

An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is capable of performing the work of the employee with less seniority. The right to bump shall include the right to bump up only where the layoff is due to the position being declared redundant.

11.5 Notice to Employer of Bumping

An employee shall advise the Employer of their intention to bump within five (5) working days of receipt of notice of layoff.

11.6 Notice to Employee of Bumping Rights

Within five (5) working days of receipt of intention to bump, the Employer shall advise the employee and the Union in writing of the names and classifications of individuals with less seniority who may be bumped. Persons so bumped shall be able to bump in accordance with their seniority providing they have the necessary ability, knowledge and skill to perform the work.

11.7 Recall Procedure

- (a) Employees shall be recalled in the order of their seniority, providing they have the necessary ability, knowledge and skill to perform the work.
- (b) A laid off employee may apply for a posted position.
- (c) Employees who are recalled and who fail to return to work within seven (7) calendar days after being notified by registered mail to do so, shall be considered out of the service and shall forfeit all seniority rights, unless through sickness or any other just cause agreed upon by the Employer and the Union. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- (d) In the event of layoffs, the Employer agrees that it will offer employment to employees affected by layoffs, prior to engaging any new employees for similar work. Where an employee is recalled within the time limit specified in Article 9.5 (a) and (b), the employee shall be credited with previous service in connection with seniority, this determining length of service in connection with vacations and other benefits based on length of service.
- (e) In the event of an emergency, the Employer may recall a laid off employee for a period of less than two (2) calendar weeks, provided the employee is available and is informed at the time of the recall that this is an emergency situation and that layoff notice is waived. In no case shall an employee be so informed if the Employer is aware that the employee shall be required to work for a period in excess of two (2) calendar weeks.
- (f) In the event that the Employer needs short term (maximum of two (2) calendar weeks) sick leave or WCB replacement(s), the Employer shall offer such short term work to laid off employees by seniority providing they have the necessary ability, knowledge and skill to perform the work.

11.8 Application to Schedules "A" and "C"

Notwithstanding the above, the Parties agree with respect to the positions of Schedule "C" Part Time Employees, and Schedule "A" Labourer, Operations Maintenance Worker, Operations Maintenance Worker I, Parks Maintenance Worker and Parks Maintenance Worker I to the following:

- (a) Employees hired after January 1, 1984 in the above noted positions are subject to temporary layoff and such layoff shall be effective by laying off the least senior employee in these positions. Said employees shall retain their rights to recall as set out in Article 11 but shall not be able to bump.

- (b) Those hired prior to January 1, 1984 shall have the opportunity to bump into other positions in accordance with this Article. Those persons not exercising bumping rights shall be laid off and retain recall rights.

11.9 Grievances

All grievances arising under this Article shall commence at the Committee stage. Any arbitration shall be expedited.

ARTICLE 12 – HOURS OF WORK

12.1 Schedule "A"

(a) Operations Division and Parks and Services Division

Schedule "A" employees in the Operations Division and Parks and Services Division shall work eight (8) hours per day, and forty (40) hours per week, Monday to Friday, inclusive between the hours of 7:00 a.m. and 5:00 p.m. These hours shall constitute day shift.

Employees in these divisions shall be entitled to an unpaid thirty (30) minute lunch break. A paid fifteen (15) consecutive minute rest break shall be provided in both the first and second half of a shift.

(b) Parks and Services Division - Exceptions

Employees in the position of Parks Maintenance Worker and Parks Maintenance Worker I in the Parks and Services Division may have a work week of other than Monday to Friday, and may work four (4) ten (10) hour days per week, or five (5) eight (8) hour days per week, between the hours of 7:00 a.m. and 8:00 p.m. These hours shall constitute the day shift.

Employees working a ten (10) hour shift shall be entitled to a paid thirty (30) minute lunch break. Employees on an eight (8) hour day shall have an unpaid thirty (30) minute lunch break. A fifteen (15) consecutive minute rest break shall be provided in both the first and second half of a shift. When the scheduled shift provides for a paid lunch break, the employee is required to remain available for duty during the break.

12.2 Schedule "B"

(a) Inside Staff - Full Time

The hours of work for Schedule "B" employees shall be seven (7) hours per day and thirty-five (35) hours per week Monday to Friday, inclusive, between the hours of 8:00

a.m. and 5:00 p.m. These hours shall constitute day shift. Schedule "B" employees shall be entitled to an unpaid one (1) hour lunch break. A paid fifteen (15) minute consecutive rest break shall be provided in both the first and second half of the shift.

(b) Inside Staff - Full Time - Exceptions

Exceptions to these hours of work, and other entitlements in this Article, are made for the following positions:

Schedule "B" position classification of Recreation Program Coordinator, and Bylaw Officers shall work seven (7) hours per day and thirty-five (35) hours per week, but may have a work day other than 8:00 a.m. to 5:00 p.m., and a work week other than Monday to Friday, inclusive.

Employees in these positions may be required to work any five (5) consecutive days (excluding Sunday for Bylaw Officers) followed by two (2) consecutive days of rest. When changes to the work week schedule are necessary, see 12.9 of the Article if regular rest day(s) are lost.

Schedule "B" position(s) of Engineering Operations Clerk and Safety and Training Officer work the hours outlined in Schedule "A" in 12.1(a).

Schedule "B" positions of Storekeeper - Buyer and Assistant Storekeeper may work either the hours as outlined in this Section or, seven (7) hours per day and thirty-five (35) hours per week Monday to Friday inclusive, between the hours of 7:00 a.m. and 5:00 p.m., without entitlement to shift pay.

Schedule "B" position of Facilities Services Coordinator may have a work week other than Monday to Friday inclusive. These employees may work four ten (10) hour days per payroll week on any four (4) days, with three (3) days of rest in each payroll week, of which a minimum of two (2) days must be consecutive; or five eight (8) hour days per payroll week, on any five (5) consecutive days with two (2) consecutive days of rest in each payroll week.

Schedule "B" position of Facilities Services Coordinator working ten (10) hour shifts in the Employer's Recreation Division shall be entitled to a paid thirty (30) minute lunch break. Employees in this Division on an eight (8) hour day shall have an unpaid thirty (30) minute lunch break. A fifteen (15) consecutive minute rest break shall be provided for these employees in both the first and second half of a shift. When the scheduled shift provides for a paid lunch break the employee is required to remain in the building and available for duty during the break.

Those employees who work ten (10) hour shifts shall have the hours between 6:00 a.m. and 6:00 p.m. constitute day shift. While those employees working eight (8) hour shifts shall have the hours between 7:00 a.m. and 5:00 p.m. constitute day shift.

(c) Inside Staff - Part Time

The hours of work for Schedule "B" part time employees shall be a maximum of seven (7) hours per day and thirty-five (35) hours per week Monday to Friday, inclusive, between the hours of 8:00 a.m. and 5:00 p.m. These hours shall constitute day shift. Part Time Schedule "B" employees shall be entitled to break periods as outlined in Article 12.4.

(d) Inside Staff – Part Time - Exceptions

Exceptions to these hours of work, and other entitlements in this Article, are made for the following positions:

The hours of work for Schedule "B" position classification of Recreation Program Coordinator – Part Time and Bylaw Officer – Part Time shall be a maximum of seven (7) hours per day and thirty-five (35) hours per week, but may have a work day other than 8:00 a.m. to 5:00 p.m., and a work week other than Monday to Friday, inclusive.

Employees in these positions may be required to work any five (5) consecutive days (excluding Sunday for Bylaw Officers) followed by two (2) consecutive days of rest. When changes to the work week schedule are necessary, see 12.9 (d) of the Article if regular rest day(s) are lost.

(e) Inside Staff - On Call

On Call employees work in Schedule "B" only. They are scheduled to work a minimum of four (4) hours per day, during the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday, inclusive. Refer to Article 12.4 for break periods.

12.3 Schedule "C" - Recreation

(a) Recreation Division - Full Time

Schedule "C" full time employees shall work a maximum of eight (8) hours per day and forty (40) hours per week on any five (5) consecutive days, followed by two (2) consecutive days of rest. For purposes of establishing shift differential, the hours between 6:00 a.m. and 6:00 p.m. shall constitute day shift. When changes to the work week schedule are necessary, see Article 12.9 of this Article if regular rest day(s) are lost.

These employees shall be entitled to an unpaid thirty (30) minute lunch break. A paid fifteen (15) consecutive minute rest break shall be provided in both the first and second half of a shift.

(b) Maintenance Section – Full Time – Exceptions

Full time Arena Maintenance Worker, Pool Maintenance Worker, and Facility Service Worker employees may have a work week other than Monday to Friday inclusive. These employees may work four ten (10) hour days per payroll week on any four (4) days, with three (3) days of rest in each payroll week, of which a minimum of two (2) days must be consecutive; or five eight (8) hour days per payroll week, on any five (5) consecutive days with two (2) consecutive days of rest in each payroll week.

Full time “Schedule “C” Maintenance and Facility Service Worker employees working ten (10) hour shifts in the Employer's Recreation Division shall be entitled to a paid thirty (30) minute lunch break. Employees in this Division on an eight (8) hour day shall have an unpaid thirty (30) minute lunch break. A fifteen (15) consecutive minute rest break shall be provided for these employees in both the first and second half of a shift. When the scheduled shift provides for a paid lunch break the employee is required to remain in the building and available for duty during the break.

Those employees who work ten (10) hour shifts shall have the hours between 6:00 a.m. and 6:00 p.m. constitute day shift. While those employees working eight (8) hour shifts shall have the hours between 7:00 a.m. and 5:00 p.m. constitute day shift.

(c) Aquatic Section - Full Time - Exceptions

During the months of May to September, full time Schedule "C" Aquatic employees may be required to work four ten (10) hour shifts per week, as outlined in 12.1(d) of this Article. For purposes of establishing shift pay, the hours between 6:00 a.m. and 6:00 p.m. shall constitute day shift.

(d) Recreation Division - Part Time

Schedule "C" part time employees shall work a maximum of eight (8) hours per day and forty (40) hours per week with a minimum of four (4) days of rest provided within the fourteen (14) day bi-weekly pay period.

(e) Recreation Division - Part Time – Exceptions

The hours of work for Schedule “C” position classification of Part-Time Arena Maintenance Worker, Part-Time Pool Maintenance Worker, and Part-Time Facility Worker may be scheduled for a maximum of ten (10) hours per day and a maximum of forty (40) hours per week with a minimum of four (4) days of rest provided within the fourteen (14) day bi-weekly pay period.

(f) Recreation Division – Casual

Schedule "C" casual employees shall work a maximum of eight (8) hours per day and forty (40) hours per week without incurring overtime. Casual employees may work seven (7) consecutive days provided they do not exceed the weekly maximum. Casual employees may have shifts cancelled due to inclement weather and there will be no minimum payment for those cancelled shifts. It is agreed that casual employees are required to provide their supervisor with details regarding their availability to work, and it is the employee's responsibility to notify their supervisor of any changes to that availability.

12.4 Part Time and Casual Employees Break Periods

Schedule "A" casual employees shall be entitled to break periods in accordance with the number of hours worked as follows:

<u>Regular Hours Worked</u>	<u>Break Periods*</u>
4 - 5 hours	One paid 15 minute break, to be taken at an operationally convenient time, approximately half way through the shift.
More than 5 hours but less than 7 hours	One paid 15 minute break time in the first part or second part of the shift, and a 30 minute unpaid break to be taken approximately half way through the shift.
7 hours or more	Two paid 15 minute breaks, with one 15 minute break to be taken approximately half way through the first half of the shift, the second 15 minute break to be taken approximately half way through the second half of the shift, and a 30 minute unpaid break to be taken approximately half way through the entire shift.

Schedule "B" part time and on-call employees shall be entitled to break periods in accordance with the number of hours worked as follows:

<u>Regular Hours Worked</u>	<u>Break Periods*</u>
Less than five (5)	One fifteen (15) minute break
Five (5) to six (6)	One fifteen (15) minute break and a one (1) hour unpaid meal break
Six (6) or more hours	Two fifteen (15) minute breaks and a one (1) hour unpaid meal break

Schedule "C" part time and casual employees shall be entitled to break periods in accordance with the number of hours worked as follows:

<u>Regular Hours Worked</u>	<u>Break Periods*</u>
5 hours or less	One paid 15 minute break, to be taken at an operationally convenient time, approximately half way through the shift.
More than 5 hours but less than 7 hours	One paid 15 minute break time in the first part or second part of the shift, and a 30 minute unpaid break to be taken approximately half way through the shift.
7 hours or more	Two paid 15 minute breaks, with one 15 minute break to be taken approximately half way through the first half of the shift, the second 15 minute break to be taken approximately half way through the second half of the shift, and a 30 minute unpaid break to be taken approximately half way through the entire shift.

***Note:** All breaks, paid or unpaid, will be taken at an operationally convenient time and in accordance with the above.

If it is operationally necessary for a part time or casual Schedule "C" employee to work through their unpaid 30 minute break period, the employee will be compensated for that break period at straight time, except if it exceeds the daily maximum hours, in which case the appropriate overtime rates apply.

12.5 Minimum Hours Of Work

Where an employee reports for a shift and no work is available, such employee shall be paid for a minimum of two (2) hours, and in the event the employee commences work, a minimum of four (4) hours shall be paid.

Part time Schedule "C" employees may, with their supervisor's permission, choose to leave before the completion of four (4) hours and be paid for the actual number of hours worked.

Casual Schedule "C" employees may work a minimum of one (1) hour. It is understood that the one (1) hour minimum is intended to be utilized for unusual circumstances and when it best meets operational and staffing needs.

“Call in” shall mean a casual employee reporting to work at the call of the Employer. Employees called in on short notice, i.e. the day of the assignment will be paid for the hours worked.

12.6 Overtime And Call-Out Provisions

(a) Maximum Regular Hours

Schedule "A" and "C" employees working less than eight (8) hours per day, or ten (10) hours per day for employees working 4 x 10 hour days per week, and Schedule "B" employees working less than seven (7) hours per day, shall be paid at straight time rates for all hours worked up to eight (8), ten (10) and seven (7) hours respectively, then overtime rates shall prevail.

(b) Authorization and Assignment

Employees shall be paid overtime, provided it is first authorized by the Employer. Opportunities for overtime work shall be offered equally among the employees who are willing and capable to perform the work that is available in accordance with the following:

- (i) Overtime is first offered to the employee currently in the process of completing the assigned task;
- (ii) Overtime is then offered to the employees, and assigned in the following order:
 - a. Specific classification within the section
 - b. Specific classification within the division
 - c. Specific classification and home location
 - d. Section
 - e. Division and home location
 - f. Home location
- (iii) Notwithstanding the method of overtime assignment, when multiple shifts are required in order to maintain the daily operations, the overtime work shall be offered in accordance with operational requirements to ensure sufficient staff resources are maintained during regular hours of operation.

Any other overtime such as call out shall be offered in the same manner.

(c) Rest Period Following Overtime or Call-Out

- (i) Except as outlined in sub-section (ii) and (iii), employees working overtime or call-out which ends within eight (8) hours of their next regularly scheduled shift shall receive eight (8) consecutive hours time off without loss of pay.
- (ii) Employees on call-out shall receive eight (8) consecutive hours time off without loss of pay unless the call-out commenced three (3) hours or less from the start time of their regularly scheduled shift.
- (iii) Employees on call-out for snow clearing shall receive eight (8) consecutive hours time off without loss of pay unless the call-out commenced four (4) hours or less from the start time of the regularly scheduled shift.
- (iv) Sub-section (ii) and (iii) applies only if the number of hours the employee works exceeds two (2) hours.

(d) Minimum Hours for Call-Out

A call-out shall mean a request by the Employer to an employee to work anytime outside such employee's regularly scheduled working hours. Employee(s) called out to work shall receive a minimum of four (4) hours pay at the prevailing overtime rates, but after completion of the duties for which they were called out, the employee(s) may choose to book off with minimum of two (2) hours pay.

Notwithstanding the provisions of the above paragraph, an employee(s) called out to work for one (1) hour or less before the normal starting time for their shift on that day shall receive two (2) hours pay at prevailing overtime rates for such call-out. If employee(s) are required to work in excess of two (2) hours the minimum of four (4) hours (e.g. four hours at 2x) pay shall apply.

(e) Exclusion from Call-Out Provisions

It is agreed that call-out provisions shall not apply to part time employees and to on-call employees.

12.7 Overtime And Call-Out Rates

Subject to restrictions regarding shift changes outlined in 12.9 of the Article, the following overtime and call-out rates shall apply:

(a) Schedule "A" and "C"

For Schedule "A" and "C" employees, all work in excess of eight (8) hours per day or forty (40) hours per week, for those working five eight (8) hour days per week, or ten (10) hours per day, or forty (40) hours per week for those working four ten (10) hour days per week, shall be paid for at time and one-half (1½) the regular hourly rate for the first two (2) hours of overtime in any day or week, and double, (2x) the regular hourly rate thereafter.

(b) Schedule "B"

For Schedule "B" employees working seven (7) hours per day, all hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week shall be paid for at time and one-half (1½) the regular hourly rate for the first two (2) hours of overtime in any day or week and double time, (2x) the regular hourly rate thereafter.

For Schedule "B" employees working eight (8) hours per day, all hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at time and one-half (1½) the regular hourly rate for the first two (2) hours of overtime in any day or week and double time, (2x) the regular hourly rate thereafter.

For Schedule "B" employees working ten (10) hours per day, all hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid for at time and one-half (1½) the regular hourly rate for the first two (2) hours of overtime in any day or week and double time, (2x) the regular hourly rate thereafter.

(c) Rates for General Holidays or Regularly Scheduled Rest Days

All overtime or call-out hours worked on General Holidays or, subject to the restrictions regarding shift changes outlined in 12.9 of this Article, and on the employee's regularly scheduled rest day, shall be paid at double time, (2x) the regular hourly rate.

12.8 Standby

When Operations Division employees are appointed to be "on stand-by" by the Employer, that is, immediately available by direct telephone contact, they shall be paid straight times wages equal to three (3) hours pay at the Foreman III rate for each day they are on "stand-by". All hours actually worked by a "stand-by" employee shall be paid at overtime rates or their regular rate of pay when another Foreman III is called out to perform the work with a minimum of two (2) hours per call-out. Consecutive call-outs which are completed within the same two (2) hour period shall be considered as one call-out.

Stand-by duty shall be equally divided among the qualified employees.

12.9 Shift Provisions

(a) Shift Differential

When working at straight time rates on other than a defined "day shift" all full time employees of the Employer, except as otherwise outlined in this Article, shall receive a shift differential of seven percent (7%) of the employee's regular hourly rate per hour for all hours worked outside of what is deemed the "day shift". Where half of the shift or more falls outside the "day shift" all hours of the shift shall be paid the differential.

(b) Preference

Seniority shall determine shift preference, subject only to ability to perform the job required. Should any dispute arise in the interpretation of this section, the matter shall be referred to the Labour Management Committee in accordance with Article 7 of this Agreement.

Shift preference may be waived by the Labour Management Committee on a temporary basis to allow a less senior employee to participate in a course(s), related to the requirements of the Training Program and/or operational requirements.

(c) Required Notice of Change - Schedule "A" and "B" and "C" Maintenance Employees

Forty-eight (48) hours' notice shall be given before changes are made to a previously arranged weekly work schedule. Failure to provide at least twelve (12) hours' rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period. See sub-section (f) for Schedule "C" provisions.

(d) Rest Days Lost as a Result of Change

When changes to the work week schedule are necessary, if possible, either four (4) days, for employees on a seven (7) or eight (8) hour day, or six (6) days for employees on a ten (10) hour day, of rest shall be provided during the bi-weekly pay period in which the first day of this shift change occurs. In the event regular rest day(s) are lost as a result of a shift change, equivalent time shall be added to the employee's overtime bank.

(e) Split Shifts - Schedule "C"

Notwithstanding full time Schedule "C" Maintenance employees, split shifts for Schedule "C" employees must be contained within twelve (12) consecutive hours, commencing from the start of the shift.

(f) Minimum Rest Between Regular Shifts - Schedule "C"

Notwithstanding full time Schedule "C" Maintenance employees, in establishing weekly work schedules which include day and/or night shifts, the schedule must provide for a minimum of eight (8) hours rest between the end of one shift and the commencement of the next complete shift.

12.10 Time Off In Lieu Of Pay

(a) Overtime, Call-Out and Standby

An employee may choose to receive equivalent time off in lieu of payment for overtime, call-out, and standby at the appropriate overtime rate; such time off to be added to the employee's overtime bank.

(b) Maximum Banked Time

Notwithstanding the provision of sub-section (a) above, no more than three (3) weeks of accumulated overtime and/or call-out and/or standby combined, may be added to employee's overtime bank in any one (1) calendar year.

ARTICLE 13 – GENERAL HOLIDAYS

It is the purpose of this article to guarantee a minimum of eleven (11) general holidays to all employees.

13.1 General Holidays

All employees shall have the following general holidays off with pay at the employee's regular rate of pay:

New Years Day	British Columbia Day
Family Day (effective 2013 June 10)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day proclaimed by the Federal, Provincial or Municipal government.

13.2 General Holidays on Saturday or Sunday

When any of the above-noted general holidays fall on Saturday or Sunday and are not proclaimed as being observed some other day, the following Monday, when one (1) day is involved, or the following Monday and Tuesday, when two (2) days are involved, shall be deemed to be holidays for the purpose of this Agreement, except for employees who are on a work week other than Monday to Friday. For those employees the general holiday shall be observed on the actual day on which the holiday falls.

13.3 Holiday Pay

Full time employees who are not required to work on the above holidays shall receive general holiday pay equal to one (1) normal day's pay. In addition all employees required to work shall be paid overtime rates as set out in Article 12.7.

13.4 Holidays on Days Off

When any of the above-noted general holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay.

13.5 Holidays at Resignation

In the event an employee resigns their position with the Employer, they must work at least one (1) regularly scheduled shift following the holiday in order to be eligible for any of the above listed general holidays.

ARTICLE 14 – ANNUAL VACATIONS

14.1 Vacation entitlement shall accrue on a calendar year basis and may be taken at any time during the calendar year in which it accrues. The employee's vacation entitlement date is determined by the start date as a regular employee with the Employer and adjusted by any prior casual or on-call service as provided for in Article 14.9.

14.2 Vacation entitlement each year shall be:

(a) During an employee's first calendar year of service or portion thereof:

one and one-quarter (1 ¼) working days each month remaining in the calendar year (including the month in which employment commences).

(b) During each of an employee's second to fifth calendar year, inclusive, of service:

fifteen (15) working days

- (c) During each of an employee's sixth to twelfth calendar year, inclusive, of service:
twenty (20) working days.
- (d) During each of an employee's thirteenth to nineteenth calendar year, inclusive, of service:
twenty-five (25) working days.
- (e) During the employee's twentieth calendar year of service and in each subsequent year of service, one additional day's vacation shall be granted per year up to and including the employee's twenty-sixth calendar year of service for a maximum of:
thirty-two (32) working days
- (f) During an employee's last calendar year of service or portion thereof:
a number of working days that is proportional to the number of months worked in the calendar year and the number of working days to which the employee would have been entitled had they not left the service of the Employer.

14.3 Vacation pay each year shall be:

- (a) During an employee's first calendar year of service or portion thereof:
continuation of normal pay.
- (b) During each of an employee's second to fifth calendar year, inclusive, of service:
continuation of normal pay OR 6% of the employee's earnings during the previous calendar year, whichever is greater.
- (c) During each of an employee's sixth to twelfth calendar year, inclusive, of service:
continuation of normal pay OR 8% of the employee's earnings during the previous calendar year, whichever is greater.
- (d) During each of an employee's thirteenth to nineteenth calendar year, inclusive, of service:
continuation of normal pay OR 10% of the employee's earnings during the previous calendar year, whichever is greater.

- (e) During an employee's twentieth calendar year of service:

continuation of normal pay OR 10.4% of the employee's earnings during the previous calendar year, whichever is greater.
- (f) During an employee's twenty-first calendar year of service:

continuation of normal pay OR 10.8% of the employee's earnings during the previous calendar year, whichever is greater.
- (g) During an employee's twenty-second calendar year of service:

continuation of normal pay OR 11.2% of the employee's earnings during the previous calendar year, whichever is greater.
- (h) During an employee's twenty-third calendar year of service:

continuation of normal pay OR 11.6% of the employee's earnings during the previous calendar year, whichever is greater.
- (i) During an employee's twenty-fourth calendar year of service:

continuation of normal pay OR 12% of the employee's earnings during the previous calendar year, whichever is greater.
- (j) During an employee's twenty-fifth calendar year of service:

continuation of normal pay OR 12.4% of the employee's earnings during the previous calendar year, whichever is greater.
- (k) During all calendar years, subsequent to an employee's twenty-fifth calendar year of service continuation of normal pay OR 12.8% of the employee's earnings during the previous calendar year, whichever is greater.
- (l) During an employee's last calendar year of service or portion thereof:

an amount that is proportional to the time worked by that employee in that calendar year to the amount to which the employee would have been entitled had he not left the service of the Employer.
- (m) For the purpose of this article, earnings shall include all pay for time worked (including overtime paid, premium pay, standby, minimum pay, etc.) and general holiday pay, paid leaves, vacation pay, sick leave pay, the previous year's vacation top up pay, retroactive pay including reclassifications, and bonus payments. Earnings shall not include refunds (EI, course), allowance payments (vehicle), pay

out of previous year's vacation, attendance bonus, election pay, taxable benefits, retiring allowance, severance, banked overtime or general holidays.

- 14.4** It is understood and agreed that since vacations may be taken in full and vacation pay may be given in full during the calendar year in which it is being earned; in some circumstances an employee leaving the service of the Employer may have received more vacation pay than entitled to under the provisions of 14.3 and in such event the Employer shall recover such amount from any monies in the Employer's hands standing to the credit of such employee. If the full amount owing is not collectible from such monies the Employer may take such other means as the Employer deems appropriate to effect such collection.
- 14.5** All calculations to determine proportions shall be based on full calendar months of service only and any day worked in a calendar month shall entitle an employee to full entitlement for that calendar month, subject to the provisions of Article 14.6 hereof.
- 14.6** Article 18.2 applies to this Article.
- 14.7** Vacations for all employees shall be taken at such times when quantity and regularity or production of the work of the Employer shall not be impaired; provided, that the Employer shall endeavour to accommodate the employees in their desires regarding the times of their vacation.
- 14.8** An exception to the entitlements of this Article shall be made in the case of an employee who terminates for any reason in the first year of service. In that case, vacation time and/or vacation pay in the first and last months worked shall be pro-rated to the number of days worked in the month in which employment commences and ends.
- 14.9** Notwithstanding the above, casual and/or on-call hours worked prior to being appointed to a regular position shall be converted to calendar months of service and the vacation entitlement shall become the date of regular employment adjusted by the number of calendar months of casual or on-call service.

ARTICLE 15 – SICK LEAVE PROVISIONS

15.1 Sick Leave Entitlement

All employees, upon completion of the probationary period, shall be granted one and one-half (1½) days sick leave with pay for every month of service retroactive to the date of hire. An employee shall be entitled to an accrual of all unused sick leave to a maximum of two hundred and seventy-nine (279) working days for future benefits.

15.2 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

15.3 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off due to lack of work, the employee shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit.

15.4 Extension of Sick Leave

An employee with more than one (1) year of service who requires a longer period of sick leave than that standing to their credit in order that the employee may have been treated or treatment and recover from an illness shall be allowed to anticipate extension of their sick leave to a maximum of five (5) working days. This sick leave extension shall be repaid by the employee upon return to duty through the normal monthly accumulation and, except with the permission of the Employer, no further payment of sick leave benefit shall be made until the extended credit has been so repaid.

It is agreed extension of sick leave shall not be used to top up weekly wage indemnity benefits, but can be used to cover the qualifying period, if required.

15.5 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of general holidays) absent for sick leave.

15.6 Proof of Illness

An employee may be required by the Employer to produce a certificate from a qualified medical practitioner for any illness, or a Statutory Declaration, certifying that such employee is unable to carry out their duties due to illness or non-compensable accident. Where such medical certificate and/or Declaration is not produced, there shall be no sick pay allowed.

15.7 Sick Leave Records

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

15.8 Other Use of Sick Leave

Any other use of sick leave may be used by the employee at the discretion of the Chief Administrative Officer in the event of serious illness and/or accident to the employee's immediate family as defined in Article 17.4 of the Collective Agreement.

ARTICLE 16 – SERVICE SEVERANCE PAY

16.1 Entitlement and Payment

- (a) It is agreed and understood that "Service Severance Pay" shall be paid to employees in the service of the Employer 1982 December 31 on the following basis:
 - (i) Employees leaving the service of the Employer, other than on retirement and who have completed ten (10) years of service or more; shall be paid two (2) days pay for each year of service.
 - (ii) Employees retiring from the service of the Employer shall be paid at the rate of five (5) days pay for each year of service with the Employer.
- (b) To all new employees hired on or after 1983 January 1st, "Service Severance Pay" shall be paid on the following basis:
 - Employees retiring from the service of the Employer who have completed ten (10) years of service shall be paid three (3) days pay for each year of service.
- (c) At the employee's request, the payment of this allowance shall be:
 - (i) a lump sum payment at the time of termination or retirement, or
 - (ii) held over to the next taxation year, or any other year following termination of employment, or
 - (iii) converted to an individual income averaging annuity payable at normal retirement age, or
 - (iv) rolled over into a registered retirement savings plan (RRSP) established by the employee, or
 - (v) converted into a paid pre-retirement or post-retirement vacation equivalent.

16.2 Upon Lay-off Due to Job Redundancy

- (a) An employee with one (1) year seniority or more who is given written notice of layoff due to job redundancy is entitled to choose severance pay, at any time within sixty (60) calendar days from the effective date of layoff, in accordance with 16.2 (b). Upon acceptance of severance pay all seniority and recall rights under this Agreement are terminated.

Should an employee not choose severance pay, the employee shall retain all seniority and recall rights under this Agreement. An employee not recalled before loss of recall rights, in accordance with Article 9.5, shall automatically be paid severance pay within one (1) calendar week of loss of recall rights.

- (b) An employee who is laid off and chooses to take severance pay outlined in the above paragraph shall be paid on the following basis:
- (i) employees laid off who have completed five (5) or less years of service shall be paid one (1) day's pay for each calendar year of service.
- (ii) employees laid off who have completed six (6) or more years of service shall be paid four (4) days' pay per calendar year of service.

Part time service shall be calculated on a pro-rata basis. Severance pay shall be based on the employee's salary at the time of the employee's lay-off.

- (iii) An employee on temporary lay-off and not recalled within one (1) year due to a permanent reduction of the work force shall, within sixty (60) calendar days of the first anniversary of the date of lay-off notice, choose to retain all seniority and recall rights or choose severance pay in accordance with Article 16.2 (a) and (b).

16.3 Retirement Definition

“Retirement” shall be defined as an employee leaving the service of the Employer in accordance with the provisions of the terms of the Municipal Pension Plan Rules, as amended from time to time, made under the *Municipal Pension Plan Joint Trust Agreement* pursuant to the authority of the *Public Sector Pension Plans Act*; and shall apply to all employees as though contributing under the said Act, provided they retire at the retirement ages permitted in the Act.

16.4 Day's Pay Definition

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

16.5 Daily Rate Calculation

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

$$\frac{\text{Bi-Weekly rate}}{70 \times 7}$$

16.6 Death in Service

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

ARTICLE 17 – LEAVE OF ABSENCE

17.1 For Union Business

Representatives of the Union shall be granted leave of absence with no loss of regular pay or benefits in order to carry on negotiations with the Employer, or to address grievances, or in respect to arbitration.

17.2 Leave for Union Duties

- (a) It is agreed that official representatives of the Union be granted leave of absence without pay, to attend union conventions or perform any other function on behalf of the Union and its affiliation, provided not more than five (5) Union representatives shall be away at any one time. Such leave shall not affect the employee's seniority and/or benefits in this Agreement.
- (b) It is agreed that any employee who is elected or selected for a full time position with any body with which the Union is affiliated, shall be granted leave without pay and without loss of seniority, and without any other entitlements, benefits, accruals or privileges allowed by this contract to employees, from the first day of their absence until the first day of their return, unless at the discretion of the Employer the duration of the absence is not considered significant and the Employer authorizes no adjustment.
- (c) It is agreed that any employee who is elected or selected for a full time position with CUPE Local 498 or its successors shall be granted leave without pay and without loss of seniority by the Employer for a period of one (1) year and shall be renewed each year on request during his or her term of office.

17.3 Maternity and Parental Leave

(a) Maternity and Parental leave will be granted in accordance with the prevailing provincial legislation.

(b) Notice Requirements and Commencement of Leave

(i) An employee shall provide written notice, including the expected birth date or adoption, at least four (4) weeks in advance, of the intended commencement and conclusion date of the maternity and/or parental leave. In the case of adoption of a child, the employee shall provide as much written notice as possible.

(ii) An employee who requests leave for the adoption of or caring of a child shall be required to provide proof of adoption or birth of the child.

(iii) The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. In the event that the pregnant employee cannot reasonably perform their duties, the Employer shall attempt to provide alternative productive employment. If the pregnant employee is not able to perform the alternate duties, the Employer may require the pregnant employee to commence her leave. In such cases the employee's previously scheduled leave period will not be affected.

(iv) An employee on maternity or parental leave shall provide four (4) weeks notice prior to the date the employee intends to return to work.

(v) An employee who wishes to return to work within six (6) weeks following the actual date of the birth shall be required to provide a certificate from a medical practitioner stating the employee is able to return to work.

(vi) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

(c) Return to Work

On resuming employment an employee shall be reinstated in their previous position. For the purposes of pay increments, benefits and service related entitlements, such as vacation entitlement (but not for general holidays); maternity and parental leave shall be counted as service.

(d) **Sick Leave**

- (i) An employee on maternity or parental leave shall not be entitled to sick leave during the period of leave.
- (ii) Subject to paragraph (d) (i), an employee on maternity or parental leave who has notified their Manager of their intention to return to work pursuant to paragraph (b) (v) and who subsequently suffers an 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, upon satisfactory proof of illness, commencing on the first day on which the employee would otherwise have returned to work.

(e) **Health and Welfare Benefits**

- (i) Health and Welfare benefits shall continue uninterrupted during the period of time the employee is on maternity or parental leave, provided that the employee makes arrangements prior to commencing the leave to pay the employee's share of the benefit premiums for that period where the premiums are cost shared or where the premiums are the sole responsibility of the employee.
- (ii) Pension Plan contributions will be in accordance with the provisions of the terms of the Municipal Pension Plan Rules, as amended from time to time made under the *Municipal Pension Plan Joint Trust Agreement* pursuant to the authority of the *Public Sector Pension Plans Act*.

(f) **Supplementary Employment Insurance Benefits (SEIB) Plan**

- (i) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB payments.
- (ii) Subject to the approval of Human Resources and Social Development Canada (HRSDC), birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (iii) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while the employee is temporarily unable to work as a result of giving birth.
- (iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by the

employee and ninety-five percent (95%) of the base weekly earnings, and is paid as follows:

- (1) For the first six (6) weeks, which includes the two (2) week Employment Insurance waiting period; and
 - (2) Up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
 - (3) Base weekly earnings for a full time employee shall be defined as the employee's classification rate multiplied by the full time employee's regular weekly hours.
 - (4) Base weekly earnings for a part time employee shall be defined as the employee's classification rate multiplied by the part time employee's average weekly hours worked in the twelve (12) calendar months prior to the maternity leave. Base weekly earnings shall include the percentage paid in lieu during the twelve (12) calendar months prior to the maternity leave.
- (v) The SEIB Plan meets the requirements of Section 38 of the HRSDC - Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (vi) Income tax rules or regulations may require a payback of Employment Insurance earnings; depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee a 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 federal regulations.

17.4 Compassionate Leave

An employee shall be granted up to three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death or serious illness of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, grandparents, grandparents-in-law; and any other relative by blood or marriage residing in the employee's household. Where the serious illness, death or burial occurs outside the Lower Mainland - Fraser Valley Area, such leave shall include

reasonable traveling time, the latter not to exceed seven (7) days. The length of such leave of absence shall be determined by the Chief Administrative Officer and shall be based upon the individual merits of each application for such leave. Additionally, at the discretion of the Chief Administrative Officer, one-half (1/2) day leave may be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner.

17.5 General Leave

The Employer may grant leave of absence without pay and without loss of seniority, and without any other entitlements, benefits, accruals or privileges allowed by this contract to employees, from the first day of the employee's absence until the first day of their return, unless at the discretion of the Employer the duration of the absence is not considered significant and the Employer authorizes no adjustment, to any employee who requests such leave in writing stating the reasons why such leave is required. Requests for leave will not be unreasonably denied.

17.6 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or crown witness in any court. The Employer shall pay such employee the difference between their normal earnings and the payment received for jury service or crown witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

ARTICLE 18 – PAYMENT OF WAGES AND ALLOWANCES

18.1 Pay Days

The Employer shall pay salaries and wages bi-weekly on a Friday, in accordance with Schedules attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of wages and deductions. This statement shall include details of the employee's hours worked, hourly rates and extensions for the current pay period.

Salaries and wages shall be as set forth in the attached salary and wage schedules. Monthly rates for Schedule "B" employees shall be determined by the following:

Bi-weekly pay x 26.089

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18.2 Part Time Employees

Regular part time employees shall receive the wage rates, conditions of employment, and prerequisites specified in this Agreement on a pro-rata basis according to their hours of work.

Notwithstanding the above, all part time Schedule “C” employees shall be paid an additional 16% of their total earnings (including overtime pay) in lieu of all benefits.

In the event the personal circumstances change for a part time Schedule “C” employee, the employee may request a change from pay in lieu of benefits to taking pro-rata benefits or vice versa. Effective January 01, 1999, the employee has to work twenty (20) or more regular hours per week, or have worked more than one thousand (1,000) hours in the previous calendar year and have completed their probationary period. The pro-rata benefits would include: Group Life Insurance, Medical, Dental and Extended Health benefits.

The group life insurance coverage will be based on 1.5x the annual full time earnings of their classification specification.

Further, when part time Schedule “C” employees elect benefit coverage the following percentage in lieu shall apply:

- (a) Employees with less than five (5) years of seniority and electing benefits, shall continue to receive 8% in lieu of vacation, general holidays and other paid leaves;
- (b) Employees with five (5) and more years of seniority and electing benefits, shall continue to receive 10% in lieu of vacation, general holidays and other paid leaves.

18.3 Casual Employees

Casual employees shall receive 12% in lieu of vacation and general holiday pay. Casual employees will not be entitled to health and welfare benefits.

18.4 Pay During Temporary Transfers

The Employer agrees that when any employee is requested or directed to perform, temporarily, work of a higher rated classification, then the employee so affected shall be paid the higher rate of pay, provided that the said employee works one (1) or more hours at the higher rated position; and if the employee works a period of one half (1/2) or more of their regular shift pursuant to Article 12 at the higher rated position, then the employee shall be paid the full shift at the higher rate of pay.

When an employee is directed by the Employer to temporarily perform work of a nature for which a lower classification is provided, the employee shall continue to be paid the established rate for the higher classification.

18.5 Transfers Outside of the Bargaining Unit

Employees temporarily assigned by the Employer to positions outside the scope of this Collective Agreement, shall be paid, from the first day in the temporary assigned position, ten percent (10%) above the assigned employee's regular classification rate. In each assignment the employee shall be notified in writing in advance of the temporary assignment.

No employee shall be transferred to a position outside of the Bargaining Unit without their consent.

18.6 Overtime Meal Allowance

Employees required to work more than two (2) hours of overtime contiguous with their regular work day or shift shall be provided with a meal, or one half (½) hour pay at the prevailing overtime rates in lieu thereof, at the Employer's discretion.

If it is necessary to extend overtime beyond the foregoing meal time, additional meals shall be provided after each additional four (4) hours of overtime.

18.7 Education Allowances

The Employer agrees to continue its present program of education allowances on the following basis:

- (a) The course proposed to be taken by the employee must be related, in the opinion of the Chief Administrative Officer, to the employee's work with the Employer.
- (b) If an employee voluntarily leaves the service of the Employer within one (1) year of taking the course in which the Employer has financially participated then fifty percent (50%) of the financial assistance received must be repaid to the Employer.
- (c) The employee must complete and pass the course taken and upon so doing, payment of one hundred percent (100%) of the course fees will be paid to the employee.
- (d) No limit will be placed on the number of people participating but the Employer reserves the right to place a budget limit on the amount available for payment for course fees and this amount will be available on a first come first served basis.

- (e) In order for the employee to receive reimbursement, an employee must have worked a minimum of one thousand (1,000) hours during the previous calendar year, or the calendar year in which the course is taken.
- (f) Upon completion of one thousand (1,000) hours of employment in the full time and part time Aquatic Leader and Recreation Programmer - Aquatics and Recreation Program Assistant - Aquatics positions, the Employer shall thereafter reimburse the employee one hundred percent (100%) of the cost for the required re-certification fees for the license (certification) which employees in these classifications are required to hold.

18.8 Association Fees

The Employer shall pay fees for any employee who is required as a condition of employment to be a member of an association.

18.9 Kilometre & Insurance Reimbursement

- (a) Effective 2013 June 10, employees required to use their own vehicles for the Employer's business shall be reimbursed at the maximum rate established by the Canada Revenue Agency.
- (b) In addition to amounts paid under (a) above, the Employer agrees to reimburse employees, who are required to have their vehicle available for use on Employer business, 100% of the difference between "business use" insurance and "to work and back" insurance. The reimbursement shall be made following proof of payment and shall be based upon the actual coverage carried by the employee with a minimum \$1,000,000 third party liability, based upon the best rate (maximum discount) available.
- (c) If an employee voluntarily leaves the service of the Employer after receiving a reimbursement under (b) above, then repayment shall be made to the Employer prorated to the number of months worked and the term of the insurance.
- (d) Employees who are called out shall receive compensation at the rate of fifty cents (\$0.50) per kilometre when providing their own vehicle to a maximum payment of \$21.00 per call out.

18.10 Increments

The anniversary date, for the purpose of awarding annual increments shall be the date of commencement in the current position. Advancement within the pay range shall be granted unless written notice is given the employee within a period of three (3) calendar months prior to the anniversary date that such increment is being withheld, together with the reasons and advice as to how the employee may improve to qualify for such

increment. Where an employee's increment is withheld, the progress of such employee will be reviewed within three (3) calendar months to ascertain whether the employee's work has improved sufficiently to warrant payment of the increment.

The time period between Step 2 and Step 3 shall be six (6) months.

Where a position classification is allocated a higher pay grade range, then the employee occupying that position classification shall be placed in the same step of the new range that the employee occupied in the former range and thereafter shall receive increments on his or her regular anniversary date.

Where an employee is promoted to a higher position classification, the employee shall be placed in the salary range of the higher classification at the step immediately above the employee's former salary.

The following accumulations towards increment progression shall commence:

On-call employees shall be granted increments on the basis of hours worked within a classification. To be eligible for an increment, the on-call employee must work the equivalent of full time in that classification.

Employees awarded time-stated positions shall, for increment purposes only, accumulate the hours of service within that classification towards increment progression.

ARTICLE 19 – JOB CLASSIFICATION AND RECLASSIFICATION

19.1 Classification Specifications

The Employer agrees to draw up classification specifications for all positions and classifications for which the Union is bargaining agent. These specifications shall be presented to the Union and shall become the recognized classification specifications unless the Union presents written objection within thirty (30) calendar days.

Classification specifications so established shall not be eliminated without prior agreement with the Union.

19.2 Changes in Classification

When the duties and responsibilities in any classification have been substantially altered, or where the Union and/or an employee feels incorrectly classified, or when any position not covered by the salary and wage schedules attached hereto is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the reclassification and/or

rate of pay of the job in question, or the effective date of reclassification, such dispute shall be submitted to grievance and arbitration.

Within ninety (90) calendar days of receipt of a completed reclassification form, the Parties shall meet to discuss revised classification specifications.

Every attempt to conclude the reclassification process within a further ninety (90) calendar days shall be made by the Parties.

All time spent at meetings with the Employer shall be considered as time worked.

The Union's representative shall be allowed one (1) day leave with pay per Employer initiated reclassification request, at a time approved by the Employer.

No job posting shall be made in the event of an existing position being awarded a reclassification under the terms of this clause.

ARTICLE 20 – HEALTH AND WELFARE BENEFITS

20.1 Pension Plan

In addition to the Canada Pension Plan, any employee entering the service of the Employer shall be enrolled in the Municipal Pension Plan in accordance with the terms of the Municipal Pension Plan Rules, as amended from time to time. The Municipal Pension Plan Rules, made under the *Municipal Pension Plan Joint Trust Agreement* pursuant to the authority of the *Public Sector Pension Plans Act*, apply to the Employer and its regular employees. If there is a conflict between the Municipal Pension Plan Rules and this Collective Agreement, then the Rules shall prevail.

20.2 Group Medical, Extended Health Care, Dental and Insurance Benefits

The Employer agrees to provide, and each employee shall be required to participate in, the following benefits as a condition of employment, upon completion of an employee's probationary period:

- (a) Medical, Surgical, Extended Health Care Plan and Dental Plans A, B and C.
- (b) Group Life Insurance Plan.
- (c) Wage Indemnity Plan.

The cost-sharing basis for providing these benefits shall be 75% of the premium paid by the Employer and 25% of the premium paid by the employee.

20.3 Supplementation of Compensation Award

An employee who has completed their probationary period and is prevented from performing regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, shall assign all moneys received from the WorkSafe BC to the Employer and the Employer shall pay the employee their approximate net salary calculated on their classified rate of pay; provided, however, that such difference shall be deducted from the employee's accumulated sick leave credits, if available.

The top up of wages will be calculated to ensure that an employee will not experience a loss or gain in net salary (including Municipal Pension Plan contributions). In determining the net salary, the Employer shall, as permitted by legislation, make deductions such as EI, CPP and Municipal Pension Plan as though the employee is at work.

Pending the settlement of the insurable claims(s), the employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments.

20.4 Third Party Settlements

When an employee initiates a claim against an insuring third party (i.e., ICBC) the employee agrees to include an amount as payment for wage loss benefits (including fringe benefit costs) refundable to the period during which the employee received sick leave benefits. The employee shall give permission to the insuring third party to pay the wage loss amount directly to the Employer, or upon direct receipt of such payment, the employee shall pay the Employer the amount of the wage loss so received. The Employer shall then reimburse the employee's sick bank and gratuity bank with the number of days represented by the payment.

ARTICLE 21 – HEALTH AND SAFETY

21.1 Cooperation on Health and Safety

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

21.2 Union and Employer Health and Safety Committee

A Joint Health and Safety Committee shall be established in accordance with the regulations and/or amendments of the Workers' Compensation Board.

21.3 Meetings of Committee

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

21.4 Safety Measures

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

21.5 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job site which, in the employee's opinion is not safe. The matter shall then be resolved by the procedure provided by the Worker's Compensation Act.

21.6 Investigation of Accidents

The Union shall be notified immediately of each accident or injury. Upon the request of the Union, the Joint Health and Safety Committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.

21.7 Pay for Injured Employees

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

21.8 Transportation of Accident Victims

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

21.9 Disclosure of Information

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

21.10 Records and Data

The Employer shall provide members of the Joint Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the work site in the previous month.

ARTICLE 22 – TECHNOLOGICAL AND OTHER CHANGES

The Employer recognizes that it has a responsibility to its employees before the introduction of any technological changes or methods of operation which may adversely affect the continued employment of regular employees, conditions of employment, wage rates or work load. In this respect the Employer shall notify the Union. The classification specification and wage of each position affected shall be reviewed by the Labour Management Committee prior to any changes being made.

The Employer further recognizes that regular employees so affected will be given all available opportunities commensurate with seniority and abilities to acquire the necessary knowledge and skills required for retention of their employment.

Notwithstanding the foregoing, it is agreed between the Parties that any regular employee who is displaced as a result of technological changes or method of operation, will be given an opportunity to fill vacancies related to their skills and qualifications according to seniority.

ARTICLE 23 – JOB SECURITY

The Employer has the right to contract out any work, however, such contracting out shall not affect the continued employment of those persons covered by this Agreement.

ARTICLE 24 – UNIFORM AND CLOTHING ALLOWANCES

The Employer shall issue protective clothing to employees when their work requires them to be exposed to hazardous, unsanitary, or difficult to remove soiling materials.

It shall be the responsibility of the Employer to clean, launder, and maintain all clothing issued under this section when in the opinion of the Employer, cleaning is necessary. Such opinion will not be exercised in an arbitrary or discriminatory manner.

ARTICLE 25 – GENERAL CONDITIONS

25.1 Proper Accommodations

Proper accommodation shall be provided for employees to have their meals and keep and change their clothes.

25.2 Bulletin Boards

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

25.3 Tools

Employees required to furnish their own tools in the performance of their duties shall, upon producing a broken tool, a tool judged unsafe by the Safety & Training Officer, or a tool that is made obsolete by metric conversion, shall have same replaced by the Employer.

25.4 Fire and Theft Insurance

The Employer shall provide fire and theft insurance covering the tools and equipment owned by employees and used in performance of their duties with the Employer. If the fire and theft insurance so provided contains a deductible amount such deductible amount shall in the event of a claim, be paid by the Employer to the employee.

25.5 Exhumation of Bodies

Employees required to be directly involved in the exhumation of a body shall be compensated at the rate of one and one half (1 ½x) times their hourly rate as a premium for those hours so spent performing the task of exhumation.

Employees, who during the course of preparing or excavating a gravesite are required to work manually in or around the gravesite itself, shall be paid a premium of sixty (\$0.60) cents per hour for the actual time worked.

ARTICLE 26 – CROSSING OF PICKET LINES DURING STRIKE

In the event that any employee of the Employer, other than those covered by this Agreement, engage in a strike or where employees in a labour dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

ARTICLE 27 – GENERAL

Plural or Feminine Terms May Apply

Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or Parties hereto so require.

ARTICLE 28 – TERMS OF AGREEMENT

28.1 This Agreement shall be for the period from and including 2012 January 01 to and including 2015 December 31, and from year to year thereafter subject to the right of either party to this Agreement, at any time within four (4) calendar months immediately preceding the date of the expiry of this Agreement (2015 December 31) or immediately preceding the last day of December in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

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

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

- (a) The Union shall give notice to strike (or until the Union goes on strike) or
- (b) The Employer shall give notice of lock-out (or the Employer shall lock-out its employees) or
- (c) The Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earlier.

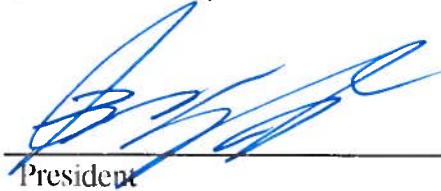
IN WITNESS WHEREOF, the Employer has caused these presents to be sealed with its Corporate Seal, and signed by its proper officials on behalf; and the Union has caused these presents to be executed under the hands of its proper officials, duly authorized in that behalf, on this 13 day of January, 2014.

Signed on behalf of
THE CORPORATION OF THE
CITY OF PORT COQUITLAM:

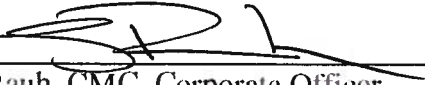


Greg Moore, Mayor

Signed on behalf of
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 498:



President



Susan Rauh, CMC, Corporate Officer



Representative, CUPE 498

MEMORANDUM OF AGREEMENT

between

THE CORPORATION OF THE CITY OF PORT COQUITLAM

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498

The Employer and the Union agree to the following wage increase:

GENERAL INCREASE

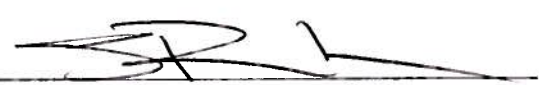
- (a) Effective January 1, 2012, all rates of pay which were in effect on December 31, 2011 shall be increased by 1.25%. The new rates shall be rounded to the nearest whole cent.
- (b) Effective January 1, 2013 all rates of pay which were in effect on December 31, 2012 shall be increased by 1.75%. The new rates shall be rounded to the nearest whole cent.
- (c) Effective January 1, 2014 all rates of pay which were in effect on December 31, 2013 shall be increased by 1.75%. The new rates shall be rounded to the nearest whole cent.
- (d) Effective January 1, 2015 all rates of pay which were in effect on December 31, 2014 shall be increased by 2.0%. The new rates shall be rounded to the nearest whole cent.

Made this 29th day of May, 2013 at Port Coquitlam, B.C.

Signed on behalf of
THE CORPORATION OF THE
CITY OF PORT COQUITLAM:



Greg Moore, Mayor




Susan Rauh, CMC, Corporate Officer

Signed on behalf of
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 498:



President



Representative, CUPE 498

SCHEDULE “A”
OUTSIDE STAFF HOURLY RATES

- 2012 January 01 – December 31
- 2013 January 01 – December 31
- 2014 January 01 – December 31
- 2015 January 01 – December 31

Classification	Rate Code	Hourly Rates			
		2012	2013	2014	2015
Building Trades Worker	482	33.72	34.31	34.91	35.61
Equipment Operator I	471	26.22	26.68	27.15	27.69
Equipment Operator II	469	26.90	27.37	27.85	28.41
Equipment Operator III	443	27.16	27.64	28.12	28.68
Equipment Operator III - Trainee (85%)	450	23.09	23.49	23.90	24.38
Equipment Operator III - Trainee (90%)	451	24.44	24.87	25.31	25.82
Equipment Operator III - Trainee (95%)	452	25.80	26.25	26.71	27.24
Equipment Operator IV	457	27.63	28.11	28.60	29.17
Equipment Operator IV - Trainee (85%)	460	23.49	23.90	24.32	24.81
Equipment Operator IV - Trainee (90%)	461	24.87	25.31	25.75	26.27
Equipment Operator IV - Trainee (95%)	462	26.25	26.71	27.18	27.72
Equipment Operator IV(a)	415	29.22	29.73	30.25	30.86
Equipment Operator IV(a) - Trainee (85%)	478	24.84	25.27	25.71	26.22
Equipment Operator IV(a) - Trainee (90%)	479	26.29	26.75	27.22	27.76
Equipment Operator IV(a) - Trainee (95%)	480	27.76	28.25	28.74	29.31
Equipment Operator IV(b)	439	29.44	29.96	30.48	31.09
Equipment Operator IV(b) - Trainee (85%)	474	25.03	25.47	25.92	26.44
Equipment Operator IV(b) - Trainee (90%)	475	26.50	26.96	27.43	27.98
Equipment Operator IV(b) - Trainee (95%)	476	27.98	28.47	28.97	29.55
Equipment Operator IV(c)	401	29.75	30.27	30.80	31.42
Equipment Operator IV(c) - Trainee (85%)	497	25.28	25.72	26.17	26.69
Equipment Operator IV(c) - Trainee (90%)	498	26.77	27.24	27.72	28.27

Classification	Rate Code	Hourly Rates			
		2012	2013	2014	2015
Equipment Operator IV(c) - Trainee (95%)	499	28.26	28.75	29.25	29.84
Flush Truck/Hiab Operator	430	27.64	28.12	28.61	29.18
Flush Truck Hiab Trainee	438	26.26	26.72	27.19	27.73
Foreman I	491	27.98	28.47	28.97	29.55
Foreman I/Leadhand – Asphalt	492	27.98	28.47	28.97	29.55
Foreman II	495	34.01	34.61	35.22	35.92
Foreman III	487	36.60	37.24	37.89	38.65
Gardener II	435	31.97	32.53	33.10	33.76
Gardener III	446	33.72	34.31	34.91	35.61
Instrument Person I	468	27.85	28.34	28.84	29.42
Instrument Person II	477	32.47	33.04	33.62	34.29
Irrigation Systems Worker	360	30.63	31.17	31.72	32.35
Operations Maintenance Worker	310	26.22	26.68	27.15	27.69
Operations Maintenance Worker I	311	26.22	26.68	27.15	27.69
Operations Maintenance Worker - Casual	314	26.22	26.68	27.15	27.69
Parks Coordinator	330	36.60	37.24	37.89	38.65
Parks Maintenance Worker	300	26.22	26.68	27.15	27.69
Parks Maintenance Worker I	301	26.22	26.68	27.15	27.69
Parks Maintenance Worker II	302	27.16	27.64	28.12	28.68
Parks Maintenance Worker III	303	29.22	29.73	30.25	30.86
Parks Maintenance Worker - Casual	304	26.22	26.68	27.15	27.69
Parks Supervisor	340	34.27	34.87	35.48	36.19
Physical Plant Maintenance Worker	483	33.72	34.31	34.91	35.61
Recycling Truck Driver	429	27.16	27.64	28.12	28.68
Rodman	441	25.01	25.45	25.90	26.42
Sanitation Swamper	423	25.69	26.14	26.60	27.13
Sewer Operator	427	29.89	30.41	30.94	31.56

Classification	Rate Code	Hourly Rates			
		2012	2013	2014	2015
Sign Maker	320	33.29	33.87	34.46	35.15
Solid Waste Operator	442	28.50	29.00	29.51	30.10
Solid Waste Operator – Trainee (95%)	453	27.09	27.56	28.04	28.60
Sport Turf Technician	445	33.72	34.31	34.91	35.61
Survey Assistant	449	25.78	26.23	26.69	27.22
Technical Maintenance Coordinator	305	36.60	37.24	37.89	38.65
Technical Maintenance Worker I	350	28.62	29.12	29.63	30.22
Technical Maintenance Worker II	436	33.72	34.31	34.91	35.61
Trades I	419	26.57	27.03	27.50	28.05
Trades II	473	31.97	32.53	33.10	33.76
Trades III	485	33.72	34.31	34.91	35.61
Truck Driver I	405	26.22	26.68	27.15	27.69
Truck Driver II	425	26.90	27.37	27.85	28.41
Truck Driver II - Trainee (95%)	403	25.56	26.01	26.47	27.00
Truck Driver III	459	27.16	27.64	28.12	28.68
Truck Driver III - Trainee (95%)	404	25.80	26.25	26.71	27.24
Truck Driver IV	413	27.63	28.11	28.60	29.17
Truck Driver IV - Trainee (95%)	408	26.25	26.71	27.18	27.72
Truck Driver Swamper	417	27.16	27.64	28.12	28.68
Urban Forestry Arborist	431	33.72	34.31	34.91	35.61
Urban Forestry Trails Technician	432	31.97	32.53	33.10	33.76
Water & Sewer Maintenance Person	422	31.97	32.53	33.10	33.76
Water Operator	421	29.89	30.41	30.94	31.56

SCHEDULE “B”

INSIDE STAFF PAY GRADES

(For Pay Grade Rates please see the pages following)

<u>Classification</u>	<u>Pay Grade</u>
ACCOUNTS PAYABLE CLERK	14
ASSISTANT STOREKEEPER	17
BUILDING INSPECTOR I	25
BUILDING INSPECTOR II	26
BUILDING INSPECTOR III	27
BUSINESS ANALYST	24
BUSINESS LICENSE CLERK	15
BYLAW ENFORCEMENT/ANIMAL CONTROL OFFICER	22
BYLAW ENFORCEMENT OFFICER	22
BYLAW SERVICES CLERK	14
CENTRAL SWITCHBOARD OPERATOR	11
CHIEF BUILDING INSPECTOR	28
CLERICAL SUPPORT – PG 11	11
CLERICAL SUPPORT – PG 12	12
CLERICAL SUPPORT – PG 13	13
CLERICAL SUPPORT – PG 14	14
CLERK – PERMITS	15
CLERK TYPIST II/CASHIER	13
COMMUNICATIONS LIAISON	15
COMPUTER OPERATOR/ACCOUNTING CLERK I	14
COMPUTER OPERATOR/ACCOUNTING CLERK II	16
CORPORATE OFFICE SUPPORT	14
CORPORATE SAFETY & TRAINING OFFICER	24
CORPORATE SERVICES SUPPORT	14
CUSTOMER SERVICE REPRESENTATIVE	15
CUSTOMER SERVICE REPRESENTATIVE – TAXES	14
DRAFTSPERSON II	17
DRAFTSPERSON III	21
ENGINEERING INSPECTOR	24
ENGINEERING OPERATIONS CLERK	15
ENGINEERING TECHNOLOGIST – ENVIRONMENT	24
ENGINEERING TECHNOLOGIST – PROJECTS	24
ENGINEERING TECHNOLOGIST – SURVEY	24
FACILITY MAINTENANCE COORDINATOR	22
FACILITY MAINTENANCE SUPERVISOR	508
FINANCIAL ANALYST	21
GIS ANALYST	24
GIS COORDINATOR	27
GIS TECHNICIAN	22

<u>Classification</u>	<u>Pay Grade</u>
HELP DESK /INTERNET TECHNICIAN	19
INFORMATION SYSTEMS ANALYST	23
INFORMATION SYSTEMS COORDINATOR	25
LAND DEVELOPMENT TECHNICIAN	22
PARKS & RECREATION SUPPORT	15
PARKS & RECREATION SUPPORT COORDINATOR	17
PARKS & SERVICES SUPPORT	15
PAYROLL CLERK	16
PERMIT REVIEW TECHNICIAN	19
PLAN CHECKING CLERK/BUILDING INSPECTOR I	25
PLANNER 1	27
PLANNER 2	28
PLANNING ANALYST	25
PLANNING TECHNICIAN	23
PLANS EXAMINER	23
PLANS EXAMINER – TRAINEE	18
PLUMBING INSPECTOR I	25
PLUMBING INSPECTOR II	26
PROJECT IMPLEMENTATION SPECIALIST	27
PROJECT & TRAFFIC TECHNICIAN	23
PROPERTY USE COORDINATOR	22
RECORDS COORDINATOR	22
RECREATION COORDINATOR – AQUATICS	20
RECREATION PROGRAM COORDINATOR	22
STOREKEEPER - BUYER	22
SUPERVISOR DESIGN & TECHNICAL SERVICES	27
SUPERVISOR – TAXES	19
TRANSPORTATION TECHNOLOGIST	26
WEBSITE & COMMUNICATIONS TECHNICIAN	19

SCHEDULE “B”
INSIDE STAFF PAY GRADES

- 2012 January 01 – December 31
- 2013 January 01 – December 31
- 2014 January 01 – December 31
- 2015 January 01 – December 31

Pay Grade	Effective Date	Step 1	Step 2	Step 3
5	2012	1,131.78	1,131.78	1,131.78
	2013	1,151.59	1,151.59	1,151.59
	2014	1,171.74	1,171.74	1,171.74
	2015	1,195.17	1,195.17	1,195.17
7	2012	1,401.06	1,506.61	1,524.66
	2013	1,425.58	1,532.98	1,551.34
	2014	1,450.53	1,559.81	1,578.49
	2015	1,479.54	1,591.01	1,610.06
8	2012	1,431.39	1,493.69	1,555.97
	2013	1,456.44	1,519.83	1,583.20
	2014	1,481.93	1,546.43	1,610.91
	2015	1,511.57	1,577.36	1,643.13
9	2012	1,458.49	1,527.11	1,595.68
	2013	1,484.01	1,553.83	1,623.60
	2014	1,509.98	1,581.02	1,652.01
	2015	1,540.18	1,612.64	1,685.05
10	2012	1,487.99	1,562.20	1,636.44
	2013	1,514.03	1,589.54	1,665.08
	2014	1,540.53	1,617.36	1,694.22
	2015	1,571.34	1,649.71	1,728.10
11	2012	1,515.27	1,597.31	1,679.32
	2013	1,541.79	1,625.26	1,708.71
	2014	1,568.77	1,653.70	1,738.61
	2015	1,600.15	1,686.77	1,773.38
12	2012	1,552.95	1,640.16	1,727.37
	2013	1,580.13	1,668.86	1,757.60
	2014	1,607.78	1,698.07	1,788.36
	2015	1,639.94	1,732.03	1,824.13

Pay Grade	Effective Date	Step 1	Step 2	Step 3
13	2012	1,587.63	1,683.69	1,779.64
	2013	1,615.41	1,713.15	1,810.78
	2014	1,643.68	1,743.13	1,842.47
	2015	1,676.55	1,777.99	1,879.32
14	2012	1,628.43	1,728.62	1,828.80
	2013	1,656.93	1,758.87	1,860.80
	2014	1,685.93	1,789.65	1,893.36
	2015	1,719.65	1,825.44	1,931.23
15	2012	1,672.47	1,780.91	1,889.42
	2013	1,701.74	1,812.08	1,922.48
	2014	1,731.52	1,843.79	1,956.12
	2015	1,766.15	1,880.67	1,995.24
15 (40 hrs)	2012	1,911.39	2,035.32	2,159.33
	2013	1,944.84	2,070.94	2,197.12
	2014	1,978.87	2,107.18	2,235.57
	2015	2,018.45	2,149.32	2,280.23
16	2012	1,722.69	1,835.80	1,948.94
	2013	1,752.84	1,867.93	1,983.05
	2014	1,783.51	1,900.62	2,017.75
	2015	1,819.18	1,938.63	2,058.11
17	2012	1,765.66	1,890.80	2,015.91
	2013	1,796.56	1,923.89	2,051.19
	2014	1,828.00	1,957.56	2,087.09
	2015	1,864.56	1,996.71	2,128.83
18	2012	1,844.75	1,977.18	2,109.53
	2013	1,877.03	2,011.78	2,146.45
	2014	1,909.88	2,046.99	2,184.01
	2015	1,948.08	2,087.93	2,227.69
19	2012	1,918.49	2,059.17	2,199.81
	2013	1,952.06	2,095.21	2,238.31
	2014	1,986.22	2,131.88	2,277.48
	2015	2,025.94	2,174.52	2,323.03
20	2012	2,013.98	2,160.88	2,307.77
	2013	2,049.22	2,198.70	2,348.16
	2014	2,085.08	2,237.18	2,389.25
	2015	2,126.78	2,281.92	2,437.04

Pay Grade	Effective Date	Step 1	Step 2	Step 3
21	2012	2,109.53	2,260.57	2,411.63
	2013	2,146.45	2,300.13	2,453.83
	2014	2,184.01	2,340.38	2,496.77
	2015	2,227.69	2,387.19	2,546.71
21.5 (40 hrs)	2012	2,766.44	2,766.44	2,766.44
	2013	2,814.85	2,814.85	2,814.85
	2014	2,864.11	2,864.11	2,864.11
	2015	2,864.11	2,864.11	2,864.11
22	2012	2,199.81	2,358.67	2,517.52
	2013	2,238.31	2,399.95	2,561.58
	2014	2,277.48	2,441.95	2,606.41
	2015	2,323.03	2,490.79	2,658.54
23	2012	2,307.77	2,470.26	2,632.75
	2013	2,348.16	2,513.49	2,678.82
	2014	2,389.25	2,557.48	2,725.70
	2015	2,437.04	2,608.63	2,780.21
24	2012	2,411.63	2,582.92	2,754.24
	2013	2,453.83	2,628.12	2,802.44
	2014	2,496.77	2,674.11	2,851.48
	2015	2,546.71	2,727.59	2,908.51
24 (40 hrs)	2012	2,756.16	2,951.90	3,147.71
	2013	2,804.39	3,003.56	3,202.79
	2014	2,853.47	3,056.12	3,258.84
	2015	2,910.54	3,117.24	3,324.02
25	2012	2,517.52	2,699.19	2,880.86
	2013	2,561.58	2,746.43	2,931.28
	2014	2,606.41	2,794.49	2,982.58
	2015	2,658.54	2,850.38	3,042.23
26	2012	2,632.75	2,822.23	3,011.74
	2013	2,678.82	2,871.62	3,064.45
	2014	2,725.70	2,921.87	3,118.08
	2015	2,780.21	2,980.31	3,180.44
27	2012	2,754.24	2,951.48	3,148.75
	2013	2,802.44	3,003.13	3,203.85
	2014	2,851.48	3,055.68	3,259.92
	2015	2,908.51	3,116.79	3,325.12

Pay Grade	Effective Date	Step 1	Step 2	Step 3
28	2012	2,880.86	3,085.43	3,289.91
	2013	2,931.28	3,139.43	3,347.48
	2014	2,982.58	3,194.37	3,406.06
	2015	3,042.23	3,258.26	3,474.18
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29	2012	3,011.74	3,227.12	3,442.56
	2013	3,064.45	3,283.59	3,502.80
	2014	3,118.08	3,341.05	3,564.10
	2015	3,180.44	3,407.87	3,635.38
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30	2012	3,148.75	3,372.46	3,596.19
	2013	3,203.85	3,431.48	3,659.12
	2014	3,259.92	3,491.53	3,723.15
	2015	3,325.12	3,561.36	3,797.61

SCHEDULE “C”
HOURLY RATES

- 2012 January 01 – December 31
- 2013 January 01 – December 31
- 2014 January 01 – December 31
- 2015 January 01 – December 31

Classification	Rate Code	Hourly Rates			
		2012	2013	2014	2015
Aquatic Attendant	507	15.77	16.05	16.33	16.66
Aquatic Leader	570	20.21	20.56	20.92	21.34
Aquatic Team Leader	506	22.31	22.70	23.10	23.56
Arena Attendant	547	15.77	16.05	16.33	16.66
Arena Maintenance Worker	411	27.00	27.47	27.95	28.51
Building Maintenance Worker	490	25.22	25.66	26.11	26.63
Concession Worker I	535	15.77	16.05	16.33	16.66
Customer Service Attendant	518	19.37	19.71	20.05	20.45
Facility Maintenance Supervisor	508	28.62	29.12	29.63	30.22
Facility Services Worker	519	27.00	27.47	27.95	28.51
Food Service Program Worker	503	21.75	22.13	22.52	22.97
Mosquito Surveyor	543	15.77	16.05	16.33	16.66
Pool Maintenance Worker	433	27.00	27.47	27.95	28.51
Recreation Attendant	521	13.22	13.45	13.69	13.96
Recreation Leader	520	20.15	20.50	20.86	21.28
Recreation Program Assistant	504	24.46	24.89	25.33	25.84
Recreation Programmer	505	27.65	28.13	28.62	29.19
Skating Instructor Level I	550	15.62	15.89	16.17	16.49
Skating Instructor Level II	551	18.04	18.36	18.68	19.05
Vector Control Worker	542	20.21	20.56	20.92	21.34
Vector Control Technician	544	24.46	24.89	25.33	25.84
Weight Room Attendant	562	17.63	17.94	18.25	18.62
Zamboni Operator	522	26.10	26.56	27.02	27.56

CASUAL EMPLOYEES

The following chart is intended for easy reference of the articles that apply to Casual employees in Schedule A and C. For specific information on the terms that apply or do not apply to Casual employees, please refer to the attached Letters of Understanding.

ARTICLE	SCHEDULE "A"	SCHEDULE "C"
Article 1	Y	Y
Article 2	Y	Y
Article 3	Y	Y
Article 4	Y	Y
Article 5	Y	Y
Article 6	Y	Y
Article 7	Y	Y
Article 8	Y	Y
Article 9.1	Y	Y
Article 9.3	Y	Y
Article 9.4	Y	Y
Article 9.6 (a), (b), (c)	Y	Y
Article 10 applies only so far as to allow casual employees to use their seniority for bidding purposes only. Casual employees are eligible to bid on posted vacancies.	Y	Y
Article 10.1, 10.2 10.3, 10.4, 10.5, 10.6 (a)	Y	Y
Article 10.6 (b)	Y	N
Article 10.7	Y	Y
Article 12.1	Y	N
Article 12.3	N	Y
Article 12.4	Y	Y
Article 12.5	Y	Y
Article 12.6	Y	(a) & (b) only
Article 12.7 (a)	Y	Y
Article 12.7 (c)	Y	N
Article 17.1	Y	Y
Article 17.2	Y	Y
Article 17.3 only so far as the Casual employee will be considered not available for work during a maternity leave	Y	Y
Article 17.4 - Casual employees are able to take time away with no pay and no seniority for compassionate leave	Y	Y
Article 17.5 - Casual employees are able to apply to take time away with no pay and no seniority	Y	Y

ARTICLE	SCHEDULE "A"	SCHEDULE "C"
Article 17.6 - Casual employees are able to attend jury or court witness duty with no pay and no seniority	Y	Y
Article 18.1	Y	Y
Article 18.2.1 - Casual employees shall receive 12% in lieu of vacation and general holiday pay. Casual employees will not be entitled to health and welfare benefits.	Y	Y
Article 18.3	Y	Y
Article 18.5	Y	Y
Article 18.8 (a)	Y	Y
Article 18.8 (d)	Y	N
Article 19	Y	Y
Article 21	Y	Y
Article 24	Y	N
Article 25	Y	
Article 25.1		Y
Article 25.2		Y
Article 26	Y	Y
Article 27	Y	Y
Article 28	Y	Y

SCHEDULE “D”

RESIDUAL ITEMS

2012-2015 Negotiations

The following is item #4 from the Memorandum of Agreement signed on 2013 May 29:

4. Article 8 – Grievance Procedure

The Employer and the Union agree to create a sub-committee to review the grievance process which would include identifying opportunities to resolve grievances in a more timely manner and mandate conversations between the Union and the Employer before any grievances are filed. Any mutually agreed to changes would be captured in a Letter of Understanding and subsequently incorporated into the next Collective Agreement. The terms of reference for the committee will require the committee to conclude its work by 2014 March 31.

LETTER OF UNDERSTANDING
(Occupational First Aid Attendants)

BETWEEN

THE CITY OF PORT COQUITLAM
(Hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(Hereinafter referred to as the “Union”)

In compliance with the WCB Regulations the City maintains Level II Occupational First Aid Attendants at the Operations Center and City Hall/Recreation Office Complex.

The City will post invitations to fulfill the role of Occupational First Aid Attendants on all notice boards.

The selection of Occupational First Aid Attendants shall be on the basis of operational requirements and the individual’s availability and seniority to provide the service in accordance with the Workers’ Compensation Board Regulations.

- A. The City will pay a flat rate of \$100.00 per month to the successful candidates fulfilling the Occupational First Aid certification and role. Successful applicants will be trained on City time and the City will pay the course fees for these Occupational First Aid Attendants.
- B. The City will pay a bonus of \$500.00 upon successful completion of the Occupational First Aid Level II Certification for those selected to provide the service.
- C. Budget considerations may limit the number of employees who will be reimbursed for this training in any one year.
- D. Future appointees to the position of Safety and Training Officer, will be required to successfully complete the WCB Level II First Aid training during their probationary/trial period. In the event that the appointee is not successful they will be deemed to have failed their trial period and will be returned to their previous position, or in the case of a new employee serving a probationary period, shall have their employment terminated. Any difficulties arising from this will be dealt with at Labour Management.
- E. WCB Level II First Aid certification will be an ongoing requirement for future incumbents in the position of Safety and Training Officer.

This Letter of Understanding shall continue to operate from the date of signing and may be cancelled thereafter at any time by the Union or the Employer upon six (6) months written notice.

Executed on the 29th day of February, 2008.

“Jamie Arden”

President, CUPE 498

“Tony Chong”

Chief Administrative Officer

“Cheryl Murray”

Representative, CUPE 498

“Barbara Wilton”

Manager, Human Resources

LETTER OF UNDERSTANDING

(Trial Period for the Operation of Temporary Transfer Article 10.6(b))

BETWEEN

THE CITY OF PORT COQUITLAM
(Hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(Hereinafter referred to as the “Union”)

1. This Letter of Understanding (Trial Period for the Operation of Temporary Transfer Article 10.6 (b)) serves to vary the terms of the Collective Agreement and the application and operation of the temporary transfer language for a specified period of time.
2. This Letter of Understanding (Trial Period for the Operation of Temporary Transfer Article 10.6 (b)) is in force and effect from the date of the signing. The Parties agree to continue varying the terms of the collective agreement by way of this Letter of Understanding for a further term to continue to evaluate the effectiveness.
3. The application of the Temporary Transfer Language, Article 10.6 (b) shall apply to temporary short term transfers in Schedule “A” made without job opportunity postings, for reasons such as sick leave replacements;
4. The operation of the Temporary Transfer Language and the method of offering the opportunity shall be done utilizing the following criteria and weighting;

Seniority	101
Line of Succession – review the organization chart	102
Current/immediate knowledge of the upcoming or current project	103
Relative ability and skill to currently perform the work	104
Testing requirements – MOA Varying the Terms of the Training Manual	105
Training Manual requirements	106
Within the Section	107

5. The Parties agree that any issues that arise during this trial period will be addressed through the Labour Management Committee.

Executed on the 29th day of February, 2008.

“Jamie Arden”

President, CUPE 498

“Tony Chong”

Chief Administrative Officer

“Cheryl Murray”

Representative, CUPE 498

“Barbara Wilton”

Manager, Human Resources

LETTER OF UNDERSTANDING

(Terms for the Construction Section in the Operations Division of the Engineering Department)

BETWEEN

THE CITY OF PORT COQUITLAM
(hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(hereinafter referred to as the “Union”)

The City and the Union both have an interest in providing the public taxpayer with civil construction service at the lowest possible cost.

Therefore the undersigned acting on behalf of the City and the undersigned acting on behalf of the Union agree that the current Collective Agreement and any agreement signed be amended by the addition of this Letter of Understanding as a schedule appended to and forming part of the said Collective Agreement in the following terms:

All of the provisions of the Collective Agreement shall apply except as specifically varied by the terms of this Letter of Understanding.

The Construction Section within the Operations Division was established to perform capital-civil construction work as determined by the Director of Engineering and Operations.

The Construction Section consists of:

- Foreman III – Construction
- Foreman II – Construction
- Water Operator – Construction
- Trades I – (Grade setter) Construction
- Truck Driver III

To minimize equipment resource conflicts and production interruptions, equipment contractors will be utilized to perform equipment related operations and work including excavating, paving, curbing, crane work, grading, trucking and related duties as well as the supply of materials and aggregates required for the work. In-house equipment will be used to supplement contracted equipment whenever the City’s equipment and operators can be practically scheduled without affecting maintenance work as determined by the Operations Manager or designate.

In filling temporary vacancies, the vacancy shall be filled by the employee within the construction crew positioned next in line of authority as specified below:

Foreman III – replaced by Foreman II

Foreman II – replaced by Water Operator

Water Operator – replaced by Trades I

Trades I – replaced by one (1) only posted Spare-Trades I/Grade Setter within the Operations Division

Regularly scheduled work days will consist of 8 hours and fifteen minutes at regular straight time rates to allow employees to contribute 15 minutes for each day actually worked to a “Shut-Down Fund”, to a maximum of up to 6 weeks/240 hours of “Shut-Down Time”.

Any “Shut-Down Hours” over the limit of 240 hours shall be paid out to an employee at their regular rate of pay. Pay out will occur once each year in the month of June. Employees appointed to a regular position outside the Construction Section shall receive a pay out upon successful completion of their trial period in the new position.

Regular employees posted in the Construction Section with the exception of the Spare-Trades I/Grade setter will be granted a loan of up to two (2) additional weeks from the “Shut-Down Fund”, after all “Shut-Down Hours” have been used. The Spare Trades I/Grade setter posted to the Construction Section will be required to use their “Shut-Down Hours”, whenever working with the Construction Section and a “Shut-Down” order is issued. When the Spare-Trades I/Grade setter has used all of the “Shut-Down Hours” in their bank, the employee will return to the maintenance crew to resume maintenance duties.

All loans taken of “Shut-Down Hours” will be repaid prior to making normal contributions to the “Shut-Down Fund”. If an employee terminates when owing “Shut-Down Hours” to the City, the City shall have the right to recover this amount from any other monies owing the employee.

Employees will be credited with one (1) day seniority for each 8.25 day worked. Employees will then be credited with one (1) day seniority for each eight (8) hours drawn out of their “Shut-Down Fund” including the two (2) week advance. All time off such as sick leave, vacation, compassionate leave, time for union business etc. shall be paid as an eight (8) hour day. In order to be credited with the 15 minutes an employee must have worked the last 15 minutes of the day.

Temporary transfers will not be permitted from the Construction Section to other positions in the City.

Whenever work is not available for the employee(s) posted in the Construction Section, notification of a “work shut-down” will be issued. The employer and employee(s) agree to mutually contact each other during “Shut-Down” periods so employee(s) may be advised of work availability and start up time.

When a “Shut-Down” order is issued each employee affected by the notice will receive their regular rate of pay for the hours missed, up to (eight (8) hours per day, five (5) days per week) from their work shut-down bank.

It is agreed that there will not be a minimum number of hours provided for notice of “Shut-Down”. The Construction Section agreement will not provide for any shift preference, sharing of overtime and/or minimum notifications of shift changes. Overtime shall apply after 8 hours 15 minutes per day, and/or 41.25 hours per week.

This Letter of Understanding shall continue to operate from the date of signing and may be cancelled thereafter at any time by the Union or the Employer upon six (6) months written notice.

Executed on the 29th day of February, 2008.

“Jamie Arden”

President, CUPE 498

“Tony Chong”

Chief Administrative Officer

“Cheryl Murray”

Representative, CUPE 498

“Barbara Wilton”

Manager, Human Resources

LETTER OF UNDERSTANDING
(On-Call)

BETWEEN

THE CITY OF PORT COQUITLAM
(hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(hereinafter referred to as the “Union”)

1. The following is a list of positions for which the City will maintain an on call list:

Accounts Payable Clerk	Computer Operator/Accounting Clerk I
Cashier Typist	Clerk Typist/Cashier
Clerk – Permits	Engineering Operations Clerk
Clerk II	Plan Checking Clk/Building Inspector I
Clerk Stenographer II	Plumbing Inspector
Clerk Stenographer III	Switchboard Operator/Typist
Clerk Typist II	Computer Operator/Accounting Clerk II

* This list of positions is not all inclusive and is subject to change.

2. When additional on-call employees are required in a category, the job opportunity shall be posted. Appointments shall be made in accordance with Article 10.
3. Human Resources will maintain an on-call list, by seniority, for each position classification. These lists will be distributed to each on-call employee within each classification, upon request.
4. Placement of on-call employees will be offered based on seniority within each on-call list.
5. If an on-call employee has been brought in as additional help to complement the regular number of employees within a department, the classification and rate of pay will be determined based on the requirements and level of duties performed.
6. Part-time employees in Schedule B will have the first opportunity to fill absences within their department, subject to being qualified.
7. Coverage for absences within the part-time employee’s “home” department shall take precedence over other on-call shifts.

8. The current pay rate will apply while working within each classification. Increments will be granted in accordance with the collective agreement, Article 18.9.
9. Seniority will be accumulated on the basis of hours worked.
10. On-call employees are required to put in the equivalent in hours of a regular full-time employee with respect to the probationary period.
11. The on-call lists may include part-time employees (Schedule B & C) and other employees hired for on-call only.
12. Human Resources will maintain a schedule of who is working, where and when on-call employees are scheduled to work.
13. On-call employees have the option of accepting or declining a request. Once a specific assignment has been declined, the next qualified, senior available employee will be offered the assignment.
14. If an on-call employee is unavailable to receive a call, the following timelines will apply:

<u>Date Required</u>	<u>Return Call Waiting Period</u>
<ul style="list-style-type: none"> • current day 	when call is made
<ul style="list-style-type: none"> • next day 	by 2:00 p.m. the day called
<ul style="list-style-type: none"> • any day in current week, following week or within a four month period 	by 2:00 p.m. the day following the call

15. It is the responsibility of each on-call employee to provide Human Resources with their availability on a quarterly basis. Any changes to the availability should be reported immediately.
16. There is no guarantee of hours while working on-call. Availability of hours will be determined solely by departmental requirements.
17. On-call requests required within a four month period will be processed at the first opportunity. All requests are to be coordinated and processed through the Human Resources Department. If an on-call employee fails to provide their availability, they will not be called for assignments.
18. On-call employees who are not otherwise working for the City must work a minimum of 35 hours in each six month period (January 1 – June 30 and July 1 – December 31) in order to retain their employment with the City unless hours are not made available. Unusual circumstances shall be addressed at Labour Management.

19. Effective February 1, 2006, On-call employees who are not otherwise working for the City must work a minimum number of hours in each time period as outlined below in order to retain their employment with the City unless hours are not made available. The time periods are as follows:

February 1 – June 30	35 hours
July 1 – July 31	35 hours
August 1 – August 31	35 hours
September 1 – January 31	35 hours

Unusual circumstances shall be addressed at Labour Management.

20. The Parties agree to consider establishing a common class spec for on call positions at various pay grades.
21. These procedures are subject to review and revision by the parties.
22. During the term of this Letter of Understanding the Parties agree to discuss and come to a resolve on casuals in Schedule B.

This Letter of Understanding shall continue to operate from the date of signing and may be cancelled thereafter at any time by the Union or the Employer upon six (6) months written notice.

Executed on the 29th day of February, 2008.

“Jamie Arden”

President, CUPE 498

“Tony Chong”

Chief Administrative Officer

“Cheryl Murray”

Representative, CUPE 498

“Barbara Wilton”

Manager, Human Resources

LETTER OF UNDERSTANDING
(Spare Concept for Solid Waste Operations)

BETWEEN

THE CITY OF PORT COQUITLAM
(Hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(Hereinafter referred to as the “Union”)

The Employer and the Union both have an interest in providing the public taxpayer with a cost effective, solid waste collection service including: refuse, recyclable and compost materials.

The Employer and the Union agree that the current Collective Agreement will be enhanced and modified by this Letter of Understanding in support of the goal of providing cost effective service and relief personnel and as such the Parties agree to the following terms:

1. The terms of this Letter of Understanding shall commence the date of signing, and shall continue indefinitely unless terminated by either party. Either Party wishing to terminate this agreement shall provide written notice of one (1) year to the other Party of their intent to terminate this agreement.
2. All the provisions of the Collective Agreement and other prevailing Letters of Understanding related to the operation of the Employer’s Solid Waste Collection service shall apply except as specifically varied by the terms of this Letter of Understanding.
3. When the Employer has an expressed need for additional spares, a training opportunity shall be posted with a notation that the successful applicant will be a Solid Waste Operator – Spare. Spares will retain their regular rate of pay, until utilized as Solid Waste Operators.
4. The appointment of spares will be limited to those employees within the Operations Division, in order for this concept to achieve its goal of having employees readily available to act as Solid Waste Operators and mitigating the impact to other division operations.
5. The general order of assignment for staffing the Solid Waste Collection service will be the posted operators, then the Spares and then employees who have been trained and validated; however, assignments will be made in accordance with operational requirements. As much as possible the Spares and other trained staff will be rotated through to ensure that their skills are maintained.

6. In recognition of the costs incurred by the City and the training that has been provided to the following staff, they were offered the category of spare;

Shawn Beese
Randy Wolfe
Jason Pretzer

Liza Boldt
Susanne Pritchard
Coral Steele

Dale Hill
Chris Tomkinson

Those that accepted the offer were Dale Hill and Chris Tomkinson and they shall be utilized as Spares.

Those employees that declined the category of Spare will continue to be considered as part of the pool of employees that have been trained and validated and will be assigned as per # 5 of this agreement.

Liza Boldt
Jason Pretzer

Randy Wolfe
Coral Steele

Susanne Pritchard

7. With the appointment of the fifth solid waste operator, number 13 of the Schedule A Casual Letter of Understanding is amended to reflect the establishment of this new higher rated position. In order for the Operations Division to access Schedule A Casuals, the division will have a combined total of six (6) positions of Operations Maintenance Worker I and Trades I positions.

Executed on the 29th day of February, 2008.

“Jamie Arden”

President, CUPE 498

“Tony Chong”

Chief Administrative Officer

“Cheryl Murray”

Representative, CUPE 498

“Barbara Wilton”

Manager, Human Resources

LETTER OF UNDERSTANDING
(Terms for the Solid Waste Collection Service in Port Coquitlam)

BETWEEN

THE CITY OF PORT COQUITLAM
(Hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(Hereinafter referred to as the “Union”)

WHEREAS the Employer and the Union both have an interest in providing the public taxpayer with a cost effective, solid waste collection service including: refuse, recyclable and compost materials.

AND WHEREAS the Employer and the Union agree that the current Collective Agreement and any other agreements shall be replaced by this Letter of Understanding in the following terms:

1. The term of this Letter of Understanding commenced April 1, 2006, and shall continue indefinitely unless terminated by either party. Either Party wishing to terminate this agreement shall provide written notice of one (1) year to the other Party of their intent to terminate this agreement.
2. All the provisions of the Collective Agreement shall apply except as specifically varied by the terms of this Letter of Understanding.
3. Solid waste materials will be collected in accordance with the annual Waste Collection Schedule.
4. Each solid waste automated truck, required for daily collection, will be operated by one (1) Solid Waste Operator. If a Swamper is required to work with a Solid Waste Operator during peak collection periods, the Swamper shall receive the rate of pay established for that position in the Collective Agreement. If additional work requires Driver Swampers to collect solid waste using manual rear-load trucks, they will receive the Solid Waste Operator rate.
5. This Letter of Understanding is based on productivity and quantity estimates for the collection of solid waste. The deployment of trucks may be affected due to such issues as mechanical repairs or maintenance. In such cases, the Employer will deploy resources as is required to perform the work.
6. Each Solid Waste Operator will work a flexible workday based on a modified task system. The work day will be finished when all of the Solid Waste Operators have completed their duties such as; route collection, disposal of the materials and their related duties such as truck maintenance, truck washing and missed pick ups.

7. Whenever Solid Waste Operators are not utilized for solid waste collection duties they will be assigned to other work. The Solid Waste Operators shall continue to receive their regular hourly rate of pay during these transfers, unless otherwise specified in the Collective Agreement.
8. Annual vacations, statutory holidays, authorized leaves of absence and sick leave transactions for the employees engaged in the refuse collections operation shall assume an eight (8) hour work day and a forty (40) hour work week and shall be calculated according to each employee's classified rate.

TEMPORARY ITEMS TO FACILITATE LONG DISTANCE HAULING OF RECYCLABLES

- A. This agreement is amended for a two (2) year period which commenced April 1, 2006 to facilitate long distance hauling of recyclables from the Employer's various curbside locations to the recycling processor located on Annacis Island. The Parties agree to review the agreement every three (3) months to ensure the operational and cost effectiveness of the arrangement.
- B. Notwithstanding number 1 of this agreement, the portion of the agreement with respect to the long distance hauling of Recyclables may be terminated by either Party with three (3) months written notice.
- C. The Hours of Work for Solid Waste Operators shall be set out for Schedule A in the Collective Agreement, however, the hours of 6:30 a.m. to 5:30 p.m. shall constitute day shift.
- D. The Employer will continue to determine operational needs and collection cycles, including but not limited to; which stream of waste collection will be undertaken first, the use of spare packers and the City's transfer station, to minimize operational costs.

Executed on the 8th day of April, 2008.

"Jamie Arden"

President, CUPE 498

"Tony Chong"

Chief Administrative Officer

"Les Nerdahl"

Representative, CUPE 498

"Barbara Wilton"

Manager, Human Resources

LETTER OF UNDERSTANDING
(Nine-Day Fortnight - Payroll Staff)

BETWEEN

THE CITY OF PORT COQUITLAM
(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(hereinafter referred to as the "Union")

Due to the special situation in the payroll area as a result of the stringent time line demands of direct deposit, the Employer and Union agree to a Nine-Day Fortnight for the full time Payroll Staff which will enable the Direct Deposit process to take place efficiently and effectively.

There shall be no additional costs incurred to the Employer and no decrease in customer service levels.

The compressed work week schedule will consist of eight (8) 7 ¾ days and one (1) 8 hour day, although the Employer reserves the right to schedule an employee for nine (9) hours, without incurring overtime costs when a statutory holiday occurs within a pay period. Overtime will be paid for all hours worked in excess of 70 hours bi-weekly and all hours in excess of 42.5 hours weekly. The hours of work will fall between 8:00 a.m. and 5:30 p.m., Monday to Friday.

The Employer will be responsible for scheduling the compressed work week day off for employees working a Nine-Day Fortnight. The employee's desire for the day of the week for their compressed work day off will be reasonably accommodated subject to work requirements.

Unpaid meal periods shall be scheduled as close as possible to the middle of the work day. The length of the meal period shall not be less than thirty (30) nor more than sixty (60) minutes and shall be discussed by the Employer and the specific employees.

When a general holiday falls on an employee's scheduled compressed work day off, the employee will have another compressed work day off that is agreeable to the Employer. All general holidays will be paid on the basis of 7¾ hours.

Sick leave will be based on the actual hours of time lost due to sickness. In the event sickness occurs during a non-standard 7¾ hour work day, sick leave will be paid for a maximum of 7¾ hours. In the event sickness occurs during a scheduled non-standard eight (8) hour work day, sick leave will be paid for a maximum of eight (8) hours. In the event sickness occurs during a scheduled compressed work day off, no sick leave benefits will be paid.

No claim for “Acting in a Senior Position” shall be made because of the absence of incumbents in senior positions due to the Nine-Day Fortnight unless the employee is requested or directed to perform work of a higher rated classification for one or more hours.

Although the regular part-time employee’s regular hours shall be seven (7) hours per day, it may be necessary, in certain circumstances to change the work schedule to meet the above outlines. The Employer will endeavour to provide as much notice as possible to the employee.

This Letter of Understanding shall continue to operate from the date of signing and may be cancelled thereafter at any time by the Union or the Employer upon six (6) months written notice.

Executed on the 29th day of February, 2008.

“Jamie Arden”

President, CUPE 498

“Tony Chong”

Chief Administrative Officer

“Cheryl Murray”

Representative, CUPE 498

“Barbara Wilton”

Manager, Human Resources

LETTER OF UNDERSTANDING

(Operations Staff Transition and Environmental Operators Certification Program
Implementation)

BETWEEN

THE CITY OF PORT COQUITLAM
(Hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(Hereinafter referred to as the “Union”)

1. At the date of ratification of this agreement, all incumbents holding positions within the Operations Division will become eligible to apply to the Environmental Operators Certification Program (EOCP) for certification in accordance with the criteria established by the Collective Agreement and the Training Manual.
2. The classification specifications and training manual requirements for positions identified by virtue of the legislation and or operational requirements as requiring a level of certification will be updated to reflect the specific requirement.
3. As of the date of the signing of this Letter of Understanding, incumbents in the positions of Foreman III – Utilities, Foreman II – Water, Water Operator, Trades 1 – Water, Trades 1 – Hydrants, Foreman III – Construction, Foreman II – Construction, Water Operator – Construction, Trades 1 – Gradesetter and the Water/Sewer Maintenance Person have attained EOCP certification levels to meet the City’s current requirements. Current employees that are designated on “standby” have attained various levels of certification, subject to their level of experience and ability to meet EOCP requirements.
4. Incumbents in the positions requiring a level of certification will be required to maintain their level of certification in good standing with the EOCP and may be required to upgrade their levels as required to meet legislative and/or operational requirements.
5. In the event that employees are required to upgrade their level of certification to meet these requirements, the City will fund the costs of such upgrading and employees will be provided work time to attend upgrading sessions in the event that the sessions are held only during working hours. Attendance at training or educational sessions will be subject to operational requirements.
6. Employees in positions that require a level of certification will be provided with two (2) opportunities to successfully attain the certification. If they are unsuccessful, they will have the opportunity of bidding into another vacancy, and if such vacancy does

not exist or they are not successful in obtaining the position, they shall be issued displacement notice and shall be afforded bumping rights in accordance with Article 11.4.

7. The City has established a method of tracking individual employee hours that meet the established criteria for EOCP certification.

This Letter of Understanding shall continue to operate until such time as all terms of this agreement have been met.

Executed on the 29th day of February, 2008.

“Jamie Arden”

President, CUPE 498

“Tony Chong”

Chief Administrative Officer

“Cheryl Murray”

Representative, CUPE 498

“Barbara Wilton”

Manager, Human Resources

LETTER OF UNDERSTANDING
(Engineering & Operations Appointment of Backhoe Operator)

BETWEEN

THE CITY OF PORT COQUITLAM
(Hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(Hereinafter referred to as the “Union”)

1. In an effort to provide an opportunity for internal staff to compete for a position as an Equipment Operator IV(a) (Backhoe Operator) the Parties agree to allow internal interested candidates an opportunity to demonstrate their proficiency operating the backhoe in order to be considered for a position.
2. The Parties agree to establish a process to provide that opportunity for internal staff by using a third party to evaluate interested candidate’s proficiency. The process is as attached as Appendix “A”.
3. The City shall bear the cost of the evaluation(s).
4. To be considered successful in the evaluation process and be awarded a position as Equipment Operator IV (a) (Backhoe Operator) the candidate must achieve a minimum of Level B to be offered the position.
5. To be confirmed in the position, the successful candidate must attain Level A within a six month period from the date of appointment. If the successful candidate fails to meet the Level A Operator status, they shall be returned to their former position. All other employees promoted or transferred as a result of this Equipment Operator IV (a) (Backhoe Operator) appointment shall be returned to their former positions.
6. In the event that there are no successful internal candidates for Equipment Operator IV (a) (Backhoe Operator), the City may exercise its right to recruit externally. In an effort to maintain consistency, the City agrees to have preferred external candidates evaluated using the same process as outlined in Appendix “A” in this instance only.
7. The Parties agree to work towards updating the Training Manual as it relates to the Trainee concept for the Equipment Operator IV (a) (Backhoe Operator).

This Letter of Understanding shall continue to operate until the terms of the Letter of Understanding have been fulfilled.

Executed on the 29th day of February, 2008.

“Jamie Arden”

President, CUPE 498

“Tony Chong”

Chief Administrative Officer

“Cheryl Murray”

Representative, CUPE 498

“Barbara Wilton”

Manager, Human Resources

LETTER OF UNDERSTANDING
(Part-Time Schedule “C” Scheduling)

BETWEEN

THE CITY OF PORT COQUITLAM
(hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(hereinafter referred to as the “Union”)

PREAMBLE

This Letter of Understanding has been established to assist supervisors in maintaining consistent decisions and to minimize the number of shift signings required. The following procedures recognize the principle of seniority and the spirit of the collective agreement.

1.0 DEFINITIONS

For the purpose of this document:

- 1.1 “Shift” means an individual’s daily work schedule
- 1.2 “Weekly schedule” means a pattern of daily shifts within a week of a seasonal schedule.
- 1.3 “Seasonal schedule” means a schedule covering two weeks to four months at a time.
- 1.4 “Interim schedule” means an interruption of the standing seasonal schedule between seasonal schedules (ie. Christmas break)
- 1.5 Program Staff means the positions of:
 - Aquatic Leader
 - Food Service Program Worker
 - Recreation Leader
 - Recreation Program Assistant
 - Skating Instructor
- 1.6 Support Staff means the positions of:
 - Building Maintenance Worker
 - Customer Service Attendant
 - Concession Worker
 - Arena Attendant
 - Vector Control Worker
 - Mosquito Surveyor
 - Arena Maintenance Worker
 - Pool Maintenance Worker
 - Weight Room Attendant

2.0 TIME OFF REQUESTS

- 2.1 To request time off from their schedule, employees shall submit a *Time Off Request* form to their immediate supervisor.
- 2.2 Employees are encouraged to submit their time off requests by March 31st as seniority will prevail until then. After March 31st it is “first come, first serve.” Time off requests for the period between January 1st and March 31st will be considered on a first come basis.
- 2.3 Unused time off requests (see Section 2.6) are not to be carried over into the following year.
- 2.4 Each request will be assessed on but not limited to:
 - Operational requirements of the work area
 - Job duties (ie. Aquatic Leader in the middle of a lesson set)
 - Amount of time being requested
 - Cost to the City (ie. training replacement)
- 2.5 The operational requirements will be based on the required service levels. These requirements may vary from time to time and vary from work group to work group.
- 2.6 Upon completion of the employee’s probationary period, supervisors may grant time off requests as per the table below:

<u>Years of Seniority</u>	<u>Number of Time Off Requests</u>
Post probationary to 3, inc.	2 requests, up to a total of 14 calendar days per year – staff could get 2 weeks off if they are working 5 out of 7 days a week.
4 – 7, inc.	3 requests, up to a total of 21 calendar days per year – staff could get 3 weeks off if they are working 5 out of 7 days a week.
8 or more	4 requests, up to a total of 28 calendar days per year – staff could get 4 weeks off if they are working 5 out of 7 days a week.

Each request can only be for up to one calendar week of consecutive days. This clause is needed to prevent a post probationary to 3 year seniority staff person (for example) that only works one shift per week, from taking 2 ½ months off (their 14 calendar days per year).

- 2.7 The supervisor has the responsibility to inform staff whether the request is approved or denied.
- 2.8 Seniority shall continue to accumulate during this core time away.

3.0 ADDITIONAL TIME OFF

- 3.1 If an employee requests more time off than what they are eligible for (section 2.6), then their request should be considered on an individual basis, using the same criteria outlined in section 2.4.

- 3.2 If an employee's request is for more than 30 calendar days, the Supervisor will forward the request and background information with a recommendation to the Manager who will review the recommendation with the Director.
- 3.3 The accumulation of seniority shall be in accordance with the terms of the collective agreement.

4.0 UNABLE TO REPORT TO WORK

- 4.1 Supervisors are to ensure their staff are aware of the reporting of absence procedures for their area.
- 4.2 Staff that are knowingly anticipated to "return to work" during a seasonal schedule will be included in the shift signing process for the applicable season.
- 4.3 The accumulation of seniority shall be in accordance with the terms of the collective agreement.

5.0 SHIFT SIGNING PROCESS

- 5.1 Seasonal schedules will be posted for different periods of time depending on the operational requirements of that work area.
- 5.2 When service areas operate on general holidays noted on the seasonal schedule, the schedule will be modified as per 7.3.
- 5.3 Staff will be notified of each upcoming shift signing. The onus is on the staff to have made written arrangements (eg. "I can be reached at" or "I will take anything") with their supervisor during their absence, or 5.8 will apply.
- 5.4 Prior to the shift signing process, the schedule shall be posted and circulated to staff for their review.
- 5.5 To minimize the need for shift signings, supervisors will endeavour to design seasonal schedules. This will vary from work area to work area based on operational needs.
- 5.6 The shift signing process shall be conducted in order of seniority approximately seven (7) days but not less than forty-eight (48) hours prior to the shifts commencing.
- 5.7 Staff shall be assigned a specific day and time to sign/call in for their shift. They may choose to sign in person, by phone, or by leaving their choices marked on a copy of the seasonal schedule stating their shift preferences (in priority order), including enough choices to cover the number of staff ahead of them in seniority. Staff on approved time off at the time of the shift signing, must make written arrangements with their supervisor prior to their leave or 5.8 will apply.
- 5.8 If staff miss their allotted time, they will be bypassed. If or when that staff person makes contact they will have the choice of the shifts still available at that time. If no contact is made then that staff person will be assigned the shift that is available at the end of the shift signing process and this will remain their shift until the next shift signing process takes place.
- 5.9 If a staff person cannot sign for or is unable to work assigned scheduled changes on a seasonal schedule and the City does not have a current expressed need for additional casuals then they will be considered to have resigned.

- 5.10 On an interim schedule there may be opportunities for staff to not sign for a shift, providing operational requirements can still be met.
- 5.11 All schedules will note that they are subject to change.

6.0 VACANCIES

- 6.1 The Parties agree that consistency of staff in the program areas, as defined in 1.5 of this agreement, is good customer service and reflects positively on staff and the City in general. Therefore to minimize disruption in the event that a staff person involved in instruction, leaves their position during a seasonal schedule, the vacancy will be filled by one individual either through the reassignment of the shifts in order of seniority or by the posting procedure.
- 6.2 In the event that a vacancy occurs within the support staff, as defined in 1.6 of this agreement, the following process will apply. When a posting occurs to fill the vacancy, then after the successful candidate has been appointed, existing staff within the seasonal schedule who have more seniority shall notify the supervisor in charge of the area that they are interested in the vacancy and scheduled hours. They must accept the entire seasonal schedule to be considered eligible for the schedule.
- 6.3 In the event that there is not an employee available to fill the vacancy or the City chooses not to fill the vacancy then the shifts within the applicable seasonal schedule will be reassigned for the duration of the seasonal schedule.
- 6.4 Shifts, where possible, must be replaced by one employee, in order of seniority and without incurring overtime.
- 6.5 If the above is not possible, the seasonal schedule should be broken up to meet operational requirements and then the shifts should be offered to staff in order of seniority and scheduled availability, as long as they will not be incurring overtime.
- 6.6 If any shifts remain at the end of the process they should be assigned in reverse order of seniority provided that they will not be incurring overtime.
- 6.7 These hours should remain reassigned until a replacement person is hired or until the next seasonal shift signing.

7.0 REDUCING/INCREASING SHIFT HOURS DURING A SEASONAL SCHEDULE

- 7.1 If a situation (eg. Events added/cancelled, programs added/cancelled, modified hours of operation) should arise that results in a requirement to add/reduce hours during a seasonal schedule, then those hours will be added/deducted from the applicable shift(s) for up to the remaining duration of the schedule without a shift signing process.
- 7.2 Where operationally feasible and for relief required within the next 12 hours, casuals will be utilized. For shifts more than 12 hours in the future, preference will be given to part time staff over casual, provided that overtime does not result.
- 7.3 When service areas operate as noted on the seasonal schedule on general holidays as defined in Article 13 of the collective agreement, staff will be afforded the opportunity to work the shift in accordance with Article 12.6 (b) ii.
- 7.4 It is the part time employee's responsibility to provide their current availability for additional shifts to their supervisor.

8.0 LAY-OFFS

- 8.1 If during a seasonal schedule there are more staff then there are shifts available then layoffs will occur in reverse order of seniority, in accordance with the collective agreement.

These procedures are subject to review and revision.

This Letter of Understanding shall continue to operate from the date of signing and may be cancelled thereafter at any time by the Union or the Employer upon six (6) months written notice.

Executed on the 29th day of February, 2008.

“Jamie Arden”

President, CUPE 498

“Tony Chong”

Chief Administrative Officer

“Cheryl Murray”

Representative, CUPE 498

“Barbara Wilton”

Manager, Human Resources

LETTER OF UNDERSTANDING
(Casual Employees, Schedule A)

BETWEEN

THE CITY OF PORT COQUITLAM
(hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(hereinafter referred to as the “Union”)

Definitions:

- “Department” shall be defined as the Engineering and Operations Department and Parks and Recreation Department.
 - “Division” shall be defined as the Operations Division or Parks and Services Division.
 - “Casual Employee” shall mean an employee who is not regularly scheduled to work other than during periods that such employee shall relieve regular employees or for the purposes of temporary increased workload. In addition to the foregoing, casuals may also be employed on a seasonal basis.
 - “Call in” shall mean a casual employee reporting to work at the call of the employer. Employees called in on short notice, i.e. the day of the assignment will be paid for the hours worked.
1. The Parties agree to establish the category of Casual Employee in Schedule A with the commitment to continue to work towards Casual Employees in Schedule B and C.
 2. Casual employees shall be governed by and have access to the following articles in the collective agreement with any amendments as noted:

Article 1

Article 2 Add in the definition of casual as noted above

Article 3

Article 4

Article 5

Article 6

Article 7

Article 8

Article 9.1 casual seniority will only be used to bid on posted positions

Article 9.3 the calculation of seniority will be on the basis of hours worked with the exception during maternity or parental leave. During an approved maternity or parental leave, casual employees will receive seniority on the basis of the average monthly hours worked in the twelve (12) months period preceding the leave.

Article 9.4 Casual employees will be considered probationary for the duration of their casual employment. The exception to this will be the employee that transfers from a regular position to casual status. They would not be considered probationary for purposes of this clause, but would be required to serve a trial period.

Article 9.6 (a), (b), (c) only apply.

Article 10 applies only so far as to allow casual employees to use their seniority for bidding purposes only. Casual employees are eligible to bid on posted vacancies. If a casual employee is successful in obtaining a regular position, their seniority will be credited to them for all purposes for which seniority is a factor.

It is understood that if a casual employee is appointed to a time stated position, their status of casual will not change. They will remain casual for the duration of the time stated opportunity.

Article 10.1, 10.2 10.3, 10.4, 10.5, 10.6 (a) (b) Casuals are eligible for temporary transfer and receiving higher rates of pay, however for the purposes of 10.6 (b) they possess no seniority. Appointments to higher rated positions will be based on operational requirements.

Article 10.7 Trial periods apply to casuals when they are appointed to vacancies, either regular or temporary, and when transferring to casual status from regular status.

Article 12 – Casual employees in Schedule A will be subject to the hours of work as detailed in Article 12.1 of the collective agreement.

Article 12.4.1

<u>Regular Hours Worked</u>	<u>Break Periods*</u>
4 - 5 hours	One paid 15 minute break, to be taken at an operationally convenient time, approximately half way through the shift.
More than 5 hours but less than 7 hours	One paid 15 minute break time in the first part or second part of the shift, and a 30 minute unpaid break to be taken approximately half way through the shift.
7 hours or more	Two paid 15 minute breaks, with one 15 minute break to be taken approximately half way through the first half of the shift, the second 15 minute break to be taken approximately half way through the second half of the shift, and a 30 minute unpaid break to be taken approximately half way through the entire shift.

Article 12.5

Article 12.6

Article 12.7 (a) and (c)

Article 17.1

Article 17.2

Article 17.3 in so far as the casual employee will be considered not available for work during a maternity leave

Article 17.4 casual employees are able to take time away with no pay and no seniority for compassionate leave

Article 17.5 casual employees are able to apply to take time away with no pay and no seniority

Article 17.6 casual employees are able to attend jury or court witness duty with no pay and no seniority

Article 18.1

Article 18.2.1 Casual employees shall receive 12% in lieu of vacation and statutory holiday pay. Casual employees will not be entitled to health and welfare benefits.

Article 18.3

Article 18.5

Article 18.8 (a) (d)

Article 19

Article 21

Article 24

Article 25

Article 26

Article 27

Article 28

Regular employees may transfer to casual status in their own classification provided that the Employer has a need to supplement their casual staff in that classification. Regular employees transferring to casual will be allowed to carry their seniority to casual and can be used for applying for a regular position. In the event a casual employee who was a regular employee is subsequently appointed to a regular position, they will be allowed to carry their accumulated seniority over to the regular position. Regular employees transferring to casual will be required to serve a trial period as casual.

3. The Parties agree that the attached classification specifications and training manual requirements for the Parks Maintenance Worker, Parks Maintenance Worker I, II and III are accepted. (Attachment "A")
4. Upon the signing of this agreement the following structure in the Parks and Services Division will apply;
 - current employees classified as Labourer I will become Parks Maintenance Workers with the rate of pay being \$21.81 based on April 1, 2006 rates;
 - current employees classified as Labourer II will become Parks Maintenance Worker I with the rate of pay being \$21.81 based on April 1, 2006 rates;
 - current employees classified as Truck Driver I will become Parks Maintenance Worker I with the rate of pay being \$21.81 based on April 1, 2006 rates;

- current employees classified as Equipment Operator II will become Parks Maintenance Worker II with the rate of pay being \$22.58 based on April 1, 2006 rates;
 - current employees classified as Equipment Operator III will become Parks Maintenance Worker II with the rate of pay being \$22.58 based on April 1, 2006 rates;
 - current employees classified as Equipment Operator IV(a) will become Parks Maintenance Worker III with the rate of pay being \$24.30 based on April 1, 2006 rates.
5. It is agreed that Parks Maintenance Worker employees are entitled to all terms of the Collective Agreement, except Article 23 – Contracting out and further, in the event of layoff Parks Maintenance Workers do not possess bumping rights.
6. Upon the signing of this Letter of Understanding, it is agreed that the days and hours of work for the Parks Maintenance Worker and Parks Maintenance Worker I classification shall become
- 0700 to 2000 hours, seven (7) days per week and these hours shall be considered day shift;
 - Shifts will be either eight (8) or ten (10) hours;
 - These days and hours of work shall apply to the regular incumbents and casuals.
7. Article 25.5 – Exhumation of Bodies shall be amended to read:
- Employees required to be directly involved in the exhumation of a body shall be compensated at the rate of 1 ½ times their hourly rate as a premium for those hours so spent performing the task of exhumation.
- Employees, who during the course of preparing or excavating a gravesite are required to work manually in or around the gravesite itself, shall be paid a premium of sixty (60) cents per hour for the actual time worked.
8. In an ongoing effort to provide employees with the opportunity to undertake higher rated positions for purposes of relief and to become qualified in accordance with the collective agreement in the event of regular vacancies, the following shall apply:
- In order of seniority employees in the position of Parks Maintenance Worker I shall be offered training as Parks Maintenance Worker II and upon training and successful validation shall be used as relief for the regular Parks Maintenance Worker II. It is understood that the senior staff will have first right of refusal and if they do not wish to be trained and validated for PMWII rated equipment – they give up the right to provide relief as required.
 - Employees in the position of Parks Maintenance Worker II will be offered training on the Backhoe to a Level B certification (Attachment “B”) to be used as relief. If they

decline or cannot attain Level B, the City will offer in order of seniority the training to the Parks Maintenance Worker I employees.

- Employees accepting the training for the Backhoe, Level B Certification will be provided two opportunities to attain the certification. This does not mean that the City will train them twice, it means that they have two (2) opportunities to be assessed and attain the level required.
 - When a vacancy at the Parks Maintenance Worker II or Parks Maintenance Worker III occurs, the City will include in the posting that the position will be awarded to the most senior validated operator. If none of the trained personnel apply for or accept a posted regular vacancy for Parks Maintenance Worker III and have been trained to the Level B, they will be required to repay the City 50% of the cost of that training.
9. In the case of current employees in the position of Labourer I, II, Truck Driver I, Equipment Operator I, II and III, IV (a) in the Parks and Services Division, they will be considered grand-parented for purposes of the required qualifications as per the training manual requirements.
10. The Parties agree that the attached classification specifications and training manual requirements for the Operations Maintenance Worker and Operations Maintenance Worker I are accepted. (Attachment “C”)
11. Upon the signing of this agreement the following structure will apply in the Operations Division;
- current employees classified as Labourer I will become Operations Maintenance Workers with the rate of pay being \$21.81 based on April 1, 2006 rates;
 - current employees classified as Labourer II will become Operations Maintenance Worker I with the rate of pay being \$21.81 based on April 1, 2006 rates;
12. It is agreed that Operations Maintenance Worker employees are entitled to all terms of the Collective Agreement, except Article 23 – Contracting out and further, in the event of layoff Operations Maintenance Workers do not possess bumping rights.
13. It is further agreed that in order for the Operations or Parks and Services Division to access Schedule A casuals, they must have the following minimum numbers in the categories as noted:
- Operations – a combined total of seven (7) positions to be made up of Operations Maintenance Worker I and newly established Trades positions of Trades 1 – Water assigned to the Flush Truck and the Trades 1 Water – assigned to the Water/Sewer Maintenance Crew. This requirement is effective from one year of the signing of this agreement. Notwithstanding, section 14, commencing the second year of this agreement, the total of seven (7) shall become a combined total of Operations Maintenance Worker I and all Trades 1 positions within the Operations Division.

Parks and Services – a total of 7 Parks Maintenance Worker I positions from one year of the signing of this agreement. Notwithstanding, section 14, commencing the second year of this agreement, the total of seven (7) shall become a combined total of Parks Maintenance Worker I and Parks Maintenance Worker II positions within the Parks and Services Division.

14. It is understood that the numbers as noted in SECTION 13 above may be reduced in the event of positions being reclassified or by the division establishing new positions.
15. It is understood that there shall be no access to Schedule A casuals by the Parks and Services Division if there is a Schedule A employee on lay off within the Parks and Services Division. Similarly, the Operations Division can not access Schedule A casuals if there is a Schedule A employee in the Operations Division on lay off. Laid off employees within one division shall not impact on the other division.
16. It is agreed that the Operations Division will post the following positions:
 - Trades I (3)
 - Truck Driver II
17. It is agreed that the attached as “Attachment “D” training manual requirements for the Sign Maker. A classification specification will be developed for the Sign Maker in accordance with Article 19 of the collective agreement. In addition, Ms. Ruby Willis will be reclassified to Sign Maker, effective the date of the signing of this agreement, and paid the newly established rate of \$27.68. This grand parenting arrangement is made on a without prejudice basis.
18. It is further agreed that the attached as “Attachment “E” training manual requirements for the Trades I – Sign Installer are accepted. A classification specification will be developed for the Trades I – Sign Installer in accordance with Article 19 of the collective agreement. Upon reaching agreement on the classification specification the position shall be posted.
19. It is agreed that the terms of the Staffing Agreement Part I of II, dated October 28, 2002 is null and void with the signing of this Letter of Understanding.

This Letter of Understanding shall continue to operate from the date of signing until the following specific terms are incorporated into the collective agreement during the 2007 negotiations:

The definitions provided in this LOU, all specific terms that apply to casual employees as noted in section 2; section 3 and 4 in so far as the classifications will be noted in the wage schedules of the collective agreement; section 5 as the term applies to the classification of Parks Maintenance Worker, section 11 to be included in the collective agreement in so far as the classifications will be noted in the wage schedules of the collective agreement; Section 12 as the term applies to the classification of Operations Maintenance Worker; Section 16 and 17 in so far as the new positions will be included in the wage schedule.

The specific Terms of this Letter of Understanding that will continue as an amended Letter of Understanding after the 2007 negotiations include, section 6, section 7, section 8, section 9, section 13, section 14. Section 16 in so far as the specific terms related to the appointment of Ms. Willis' to the Sign Maker position. It is understood and agreed that conflicts arising from the interpretation or application of this Letter of Understanding, prior to resorting to the grievance procedure, the issues will be subject to discussion between the Parties as part of the Labour Management Committee. The Parties agree that the amended Letter of Understanding will continue with the provision that either Party has the ability to serve six (6) months written notice of cancellation of the Letter of Understanding.

Executed on the 28th day of June, 2006.

“Jamie Arden”

President, CUPE 498

“Tony Chong”

Chief Administrative Officer

“Cheryl Murray”

Representative, CUPE 498

“Barbara Wilton”

Manager, Human Resources

LETTER OF UNDERSTANDING
Casual Employees, Schedule B

BETWEEN

THE CITY OF PORT COQUITLAM
(hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(hereinafter referred to as the “Union”)

1. The Parties agree to establish the category of Casual Employee in Schedule B.
2. Notwithstanding #3, there are specific references to casuals throughout the collective agreement which have not been repeated in this Letter of Understanding. All references to casuals apply to casuals in Schedule B unless otherwise excluded through this Letter of Understanding.
3. Casual employees shall be governed by and have access to the following articles in the collective agreement with any amendments as noted:

Article 1

Article 3

Article 4

Article 5

Article 6

Article 7

Article 8

Article 9.6 (a), (b), (c) only apply.

Article 10 Casual employees are eligible to bid on posted vacancies. If a casual employee is successful in obtaining a regular position, their seniority will be credited to them for all purposes for which seniority is a factor.

Article 10.1, 10.2 10.3, 10.4, 10.5, Article 10.8

Article 12 Casual employees in Schedule B will be subject to the hours of work as detailed in Article 12.2 (e) of the collective agreement.

Article 12.2 It is agreed that casual employees will be required to provide the Human Resources Division with details regarding their availability to work, and it is the employee's responsibility to notify the Human Resources Division of any changes to that availability.

Article 12.4

Article 12.5

Article 12.6 (a) & (e)

Article 12.7 (b) & (c)

Article 17.1

Article 17.2

Article 17.3 in so far as the casual employee will be considered not available for work during a maternity leave

Article 17.4 casual employees are able to take time away with no pay and no seniority for compassionate leave

Article 17.6 casual employees are able to attend jury or court witness duty with no pay and no seniority

Article 18.1

Article 18.3

Article 18.5

Article 18.9 (a)

Article 18.10

Article 19.1

Article 19.2

Article 21.1 to 21.10

Article 25.1

Article 25.2

Article 26

Article 27

Article 28.1

Article 28.2

Regular part time employees may transfer to casual status in classifications for which they are qualified provided the Employer has a need to supplement casual staff in that classification. Regular part time employees transferring to casual will be allowed to carry their seniority to casual which can be used for applying for a regular position. In the event a casual employee who was a regular employee is subsequently appointed to a regular position, they will be allowed to carry their accumulated seniority over to the regular position. Regular employees transferring to casual will be required to serve a trial period as casual.

Human Resources will maintain a casual list for each classification. These lists will be distributed to each casual employee within each classification, upon request.

If a casual employee has been called in as additional help to complement the regular number of employees within a department/division, the classification and rate of pay will be determined based on the requirements and level of duties performed.

Part time employee's that also work as casual will have first opportunity to fill absences within their own department, subject to being qualified. Coverage for absences within the part time employee's "home" department shall take precedence over other casual assignments.

The Parties agree to adopt the class specifications as attached to this agreement for casual clerical support staff.

This Letter of Understanding shall continue to operate from the date of signing until the following specific terms are incorporated into the collective agreement during the 2012 negotiations as required.

The Letter of Understanding (On Call) and the terms and conditions contained therein will continue to operate until such time as the Parties agree to amendments, it is cancelled or until the current On Call staff have accepted regular positions, resigned, retired or otherwise severed their employment with the City. No new additions of personnel to the on call list will be accepted.

It is understood that “on-call” employees shall have precedence over casual staff to provide relief subject only to qualifications and availability.

Executed on the 24th day of March, 2009

“Cheryl Rutledge”

President, CUPE 498

“Tony Chong”

Chief Administrative Officer

“Anne Berg”

Representative, CUPE 498

“Barbara Wilton”

Manager, Human Resources

LETTER OF UNDERSTANDING
(Casual Employees, Schedule C)

BETWEEN

THE CITY OF PORT COQUITLAM
(hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(hereinafter referred to as the “Union”)

Definitions:

- “Department” shall be defined as the Parks and Recreation Department and the Corporate Services Department.
 - “Division” shall be defined as the Recreation Division or the Vector Control Division.
 - “Casual Employee” shall mean an employee who is not regularly scheduled to work other than during periods that such employee shall relieve regular employees or for the purposes of temporary increased workload. In addition to the foregoing, casuals may also be employed on a seasonal basis.
 - “Call in” shall mean a casual employee reporting to work at the call of the employer. Employees called in on short notice, i.e. the day of the assignment will be paid for the hours worked.
1. The Parties agree to establish the category of Casual Employee in Schedule C occupations with the commitment to continue to work towards Casual Employees in Schedule B.
 2. Casual employees shall be governed by and have access to the following articles in the collective agreement with any amendments as noted:

Article 1

Article 2 Add in the definition of casual

Article 3

Article 4

Article 5

Article 6

Article 7

Article 8

Article 9.1 Casual seniority will only be used to bid on posted positions

Article 9.3 The calculation of seniority will be on the basis of hours worked with the exception during maternity or parental leave. During an approved maternity or parental leave, casual employees will receive seniority on the basis of the average monthly hours worked in the twelve (12) months period preceding the leave.

Article 9.4 Casual employees will be considered probationary for the duration of their casual employment. The exception to this will be the employee that transfers from a regular position to casual status. They would not be considered probationary for purposes of this clause, but would be required to serve a trial period.

Article 9.6 (a), (b), (c) only apply.

Article 10 applies only so far as to allow casual employees to use their seniority for bidding purposes only. Casual employees are eligible to bid on posted vacancies. If a casual employee is successful in obtaining a regular position, their seniority will be credited to them for all purposes for which seniority is a factor.

It is understood that if a casual employee is appointed to a time stated position, their status of casual will not change. They will remain casual for the duration of the time stated opportunity.

Article 10.1, 10.2 10.3, 10.4, 10.5, 10.6 (a)

Article 10.7 Trial periods apply to casuals when they are appointed to vacancies, either regular or temporary, and when transferring to casual status from regular status.

Article 12 – Casual employees in Schedule C will be subject to the hours of work as detailed in Article 12.3 of the collective agreement. It is understood that casual employees may work a maximum of eight (8) hours per day and a maximum of 40 hours per week, without incurring overtime. Casuals may work 7 days in a row provided they do not exceed the weekly maximum. It is understood that casual Schedule C employees may have shifts cancelled due to inclement weather and there will be no minimum payment for those cancelled shifts. It is agreed that casual employees will be required to provide their supervisor with details regarding their availability to work, and it is the employee's responsibility to notify their supervisor of any changes to that availability.

Article 12.4.1

<u>Regular Hours Worked</u>	<u>Break Periods</u>
4 - 5 hours	One paid 15 minute break, to be taken at an operationally convenient time, approximately half way through the shift.
More than 5 hours but less than 7 hours	One paid 15 minute break time in the first part or second part of the shift, and a 30 minute unpaid break to be taken approximately half way through the shift.

<u>Regular Hours Worked</u>	<u>Break Periods</u>
7 hours or more	Two paid 15 minute breaks, with one 15 minute break to be taken approximately half way through the first half of the shift, the second 15 minute break to be taken approximately half way through the second half of the shift, and a 30 minute unpaid break to be taken approximately half way through the entire shift.

Article 12.5 – the minimum hours of work for schedule C casuals shall be one (1) hour. It is understood between the Parties that the one (1) hour minimum is intended to be utilized for unusual circumstances and when it best meets operational and staffing needs.

Article 12.6 (a) (b)

Article 12.7 (a)

Article 17.1

Article 17.2

Article 17.3 in so far as the casual employee will be considered not available for work during a maternity leave

Article 17.4 casual employees are able to take time away with no pay and no seniority for compassionate leave

Article 17.5 casual employees are able to apply to take time away with no pay and no seniority

Article 17.6 casual employees are able to attend jury or court witness duty with no pay and no seniority

Article 18.1

Article 18.2.1 Casual employees shall receive 12% in lieu of vacation and statutory holiday pay. Casual employees will not be entitled to health and welfare benefits.

Article 18.3

Article 18.5

Article 18.8 (a)

Article 19

Article 21

Article 25.1

Article 25.2

Article 26

Article 27

Article 28

Regular employees may transfer to casual status in their own classification provided that the Employer has a need to supplement their casual staff in that classification. Regular employees transferring to casual will be allowed to carry their seniority to casual and that seniority can be used when applying for a regular position. In the event a casual employee who was a regular employee is subsequently appointed to a regular position,

they will be allowed to carry their accumulated seniority over to the regular position. Regular employees transferring to casual will be required to serve a trial period as casual.

In order to maintain employment status, casual employees may be required to attend mandatory training and in-service training from time to time. As much advance notice as possible shall be provided to all employees required to attend.

3. The Parties agree that casuals will be established in the following occupations;

- Aquatic Leader
- Recreation Attendant
- Arena Attendant
- Arena Maintenance Worker
- Building Maintenance Worker
- Customer Service Attendant
- Concession Worker
- Skating Instructor
- Mosquito Surveyor (all casual)
- Pool Maintenance Worker
- Recreation Leader
- Weight Room Attendant

4. The Parties agree that the attached classification specifications and training manual requirements and corresponding rates of pay bases on April 1, 2006 rates are accepted:

- Recreation Programmer - \$23.00 (agreed February 2, 2007)
- Recreation Program Assistant - \$20.34 (agreed February 2, 2007 for Aquatics)
- Recreation Attendant - \$11.00 (new, meant to be entry level)
- Arena Attendant - \$13.11 (replaces Rink Patrol)
- Skating Instructor - \$13.00 - \$15.00 based on class spec qualifications
- Recreation Leader - \$16.75 (replaces Rec Worker I, II, III & Youth Leader)
- Weight Room Attendant - \$14.67 (new)

Effective February 2, 2007 the following will apply:

5. Recreation Programmer – Sherry Patrick and Tom Prelowski will become Recreation Programmers. As these incumbents are not qualified in accordance with the classification specification and the training manual requirements, they will be considered grand-parented for the education requirements. However, these incumbents are strongly encouraged to continue with their studies in this area. Ms. Patrick and Mr. Prelowski will be required to obtain the certificates as noted in the classification specification. They will be provided with eighteen (18) months to obtain the certifications. This timeline is subject to extension by mutual agreement of the Parties.

It is acknowledged that Ms. Rebecca Roberts is not qualified in accordance with the classification specification and the training manual requirements for the Recreation Programmer. In consideration of Ms. Roberts being a Senior Aquatic Leader prior to the restructuring of these positions, the parties agree to grand parent Ms. Roberts for the education requirements for the position of Recreation Programmer. Ms. Roberts will be required to obtain the certifications within an eighteen (18) month period in consideration of this grand parenting.

The classification specifications for Senior Aquatic Leader and the corresponding training manual requirements will be discontinued as positions, however the rate and qualifications will continue for the duration of this Letter of Understanding. Aquatic Leaders who are required to exercise supervisory functions will be paid the current Senior Aquatic Leader rate in accordance with the collective agreement. Assignments will be made based on operational requirements. It is understood that the Parties as part of their review of the terms of this Letter of Understanding will also review the criteria, circumstances, title and rate of pay for the utilization of the Senior Aquatic Leader assignment.

6. Upon the signing of this agreement the following will apply;

Recreation Leader – all current incumbents in the position of Recreation Worker I, II and III and Youth Leader will become Recreation Leaders in their current area of assignment(s). Those incumbents not qualified in accordance with the classification specification and training manual requirements will be considered grand-parented for their current position. The classification specifications for Recreation Worker I, II and III and Youth Leader and the corresponding training manual requirements will be discontinued and reference to these in the collective agreement will be removed.

All other terms of the collective agreement as it pertains to Recreation Worker I, II and III and Youth Leader shall apply to the newly established position of Recreation Leader.

Recreation Program Assistant – Shelly Alford and Bob Comartin will become Recreation Program Assistants. The classification specification for Senior Sports and Wellness Leader and the corresponding training manual requirements will be discontinued and reference to this in the collective agreement will be removed.

7. Effective February 2, 2007 the outstanding reclassification of the Senior Aquatic Leaders will be resolved by paying the posted regular and posted time stated incumbents 100% of the differential between the Recreation Programmer rate and the Senior Aquatic Leader rate from the date the reclassification request was received.

Effective February 2, 2007 Rebecca Roberts will become a Recreation Program Assistant however for the duration of Ms. Sherry Patrick's leave, Ms. Rebecca Roberts will be paid the Recreation Programmer rate of pay. Additionally and for the duration of Ms. Sherry Patrick's leave, Ms. Kristina Dyk will be paid the Recreation Program Assistant rate of

pay. Upon conclusion of this temporary assignment, Ms. Dyk will return to her regular part time position as Aquatic Leader.

The training manual requirements for the remaining Recreation Program Assistant positions as attached are agreed to between the Parties and are effective the date of the signing of this agreement.

8. It is agreed that the attached classification specification and training manual requirements for the position of Customer Service Attendant shall become the agreed to classification specification, training manual requirements and the hourly rate of \$16.10 shall become effective the date of the signing of this agreement.

It is agreed that the reclassification request on behalf of the Cashiers will be paid in accordance with the letter of settlement between the Parties. The Cashier classification specification will be considered obsolete and all references to Cashier in the collective agreement shall be removed.

All of the terms of the collective agreement as it pertains to the Cashier classification will apply to the newly established position of Customer Service Attendant.

9. For those positions that are new or have amended training manual requirements, and a posting results, employees will be given eighteen months to obtain the formal qualifications provided they meet the other requirements of the position, or they will be reverted back to their previous position. This eighteen month period commences from the date of the signing of this Letter of Understanding and expires upon the lapsing of eighteen calendar months, i.e. If this Letter of Understanding is agreed to in May of 2007, the eighteen calendar months lapses September 2009.

10. It is further agreed that in order for the Recreation Division to implement this agreement for Schedule C casuals, they must first establish the following full time positions:

Aquatic Leaders – 2 (actioned upon the signing of the Aquatics LOU Feb 2/07)
Building Maintenance Worker - 1
Customer Service Attendants – 3

It is further agreed that the City will post one full time Building Maintenance Worker for the Port Coquitlam Recreation Complex/Leigh Square Arts Village.

Additionally, in order for the City to utilize casuals in Recreation they will be required to maintain a minimum of nineteen (19) full time Schedule C positions. For each full time position maintained, the Recreation Division may increase the casual hours ratio to part time hours by 10% to a maximum of 40%. I.e.

19 regular full time positions 90/10 part time hours to casual hours ratio
20 regular full time positions 80/20 part time hours to casual hours ratio

- 21 regular full time positions 70/30 part time hours to casual hours ratio
- 22 regular full time positions 60/40 part time hours to casual hours ratio

11. It is understood that the hours for establishing full time positions is from the current budgeted hours. Therefore, the hours available for part time will be reduced, if the posted full time positions as outlined in #10 above are not awarded to an employee currently employed in that occupation.
12. It is understood that the part time hours ratio over casual hours as noted above will be calculated over the course of a year. It is preferable for the current contingent of part time employees to declare their preference with respect to their status. The initial process of transferring from regular part time to casual will be undertaken by each regular part time employee declaring their preference of status. The City will develop a shift schedule and will offer the regular part time shifts in accordance with the Part-Time Schedule "C" Scheduling Letter of Understanding. Any regular part time staff member that is unable to sign for a shift schedule for this first initial signing will be afforded the opportunity to transfer to casual without having to resign. For the remainder of 2007 subsequent request to transfer to casual will be considered on a first come basis and in consideration of operational requirements.
13. Future expressed needs for casuals will be determined by the City. Annually the City will call for declarations from the regular part time staff requesting those staff that wish to transfer to casual to declare their preference of status. When the City determines there is an expressed need, those employees who have declared their preference by December 15 of the year prior to transfer to casual will be offered the opportunity to transfer in accordance with their seniority. Requests to transfer to casual received after December 15 will be considered on a first come basis.
14. Notwithstanding the Parties agreement on casuals including Mosquito Surveyor occupation, the category of casual in that occupation will not become effective until January 1, 2008.
15. With the signing of this agreement it is agreed that shift signings for the category of full time Building Maintenance Worker and full time Customer Service Attendant will be facility specific. The definition of facility specific is considered to be:
 - Port Coquitlam Recreation Center and Leigh Square Arts Village
 - Hyde Creek Recreation Center and Outdoor Pools

In an effort to provide the greatest opportunity for full time Building Maintenance Worker and full time Customer Service Attendant staff, it is agreed that staff will be required to make their selection of facility preference at the time the first seasonal schedule is developed after the signing of this agreement. Employees should consider and declare their preference of facility and not based solely on their preference of the initial schedule as schedules are subject to change in accordance with the terms of the collective agreement.

16. The City and the Union agree to increase the maximum allowable seasonal schedule as defined in the Schedule C Part Time Scheduling Letter of Understanding from a maximum of four (4) months to seven (7) months.

It is further agreed that the Parties will meet by June 30, 2007 and confirm the validation process for the Arena Maintenance Workers and a process by which the Building Maintenance Workers are offered the opportunity to gain experience leading to potential certifications as Arena Maintenance Workers and Pool Maintenance Workers.

17. The Parties agree to resolve grievance # 06-02 based on the terms contained in a settlement letter between the Parties.
18. With the signing of this agreement the terms of the Staffing Agreement Part II of II is considered redundant with the exception of the provision as it applies to Ms. Vicki Respondek while she occupies the position of part time Arena Maintenance Worker. The terms of which include a cost share of health and welfare benefits and paid general holidays and vacation, all on a pro-rata basis.
19. This Letter of Understanding shall continue to operate from the date of signing until the following specific terms are incorporated into the collective agreement during the 2007 negotiations: TBD

The specific Terms of this Letter of Understanding that will continue as an amended Letter of Understanding after the 2007 negotiations include TBD.

It is understood and agreed that conflicts arising from the interpretation or application of this Letter of Understanding, prior to resorting to the grievance procedure, the issues will be subject to discussion between the Parties as part of the Labour Management Committee. The Parties agree that the amended Letter of Understanding will continue with the provision that either Party has the ability to serve six (6) months written notice of cancellation of the Letter of Understanding.

Executed on the 8th day of May, 2007.

“Jamie Arden”

President, CUPE 498

“Tony Chong”

Chief Administrative Officer

“Bob Smejkal”

Representative, CUPE 498

“Barbara Wilton”

Manager, Human Resources

LETTER OF UNDERSTANDING
(Animal Control Service)

BETWEEN

THE CITY OF PORT COQUITLAM
(hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(hereinafter referred to as the “Union”)

In consideration of Article 1 – Preamble of the Collective Agreement and in an ongoing effort to improve and maintain harmonious relations and in consideration of the Employer desiring to provide the Animal Control function internally, the Parties agree to the following:

1. The Parties agree to establish a classification specification of Bylaw Enforcement/Animal Control Officer, pay grade 22, which will include the Animal Control function in accordance with Bylaw 3670. (attached as Appendix “A”)
2. The Employer agrees to post one (1) regular full time position. This newly established position will be the primary Animal Control person.
3. It is agreed that in order for an internal candidate to be considered for this opportunity, they must possess the requisite experience as provided for in the classification specification and the training manual requirements, (attached as Appendix “B”).
4. The Parties agree to attempt to source out training on the animal control function to allow current employees the opportunity to compete for future vacancies. It is further agreed that this matter will be reconvened at the Training Adjudication Committee.
5. It is further understood that the appointee to this position will be required to undertake duties related to Bylaw enforcement in addition to the Animal control function.
6. The current incumbents in the position of Bylaw Enforcement Officer as of the date of the signing of this agreement will be considered grand-parented for purposes of the primary Animal Control function. It is agreed however, that the basic duties related to the Animal Control function, including but not limited to such activities as investigations of dog bites, bylaw infractions related to animals i.e. barking dogs, etc. will continue to be carried out by all Bylaw Enforcement Officers.
7. All Bylaw Enforcement Officers will be provided with appropriate training in the Animal control function.
8. The Employer agrees to develop Safe Work Procedures for duties related to the Animal Control function.
9. The hours of work as outlined in Article 12 – Hours of Work – 12.2 Schedule “B” (b) Inside Staff – Full Time – Exceptions shall be amended to include the opportunity for

the Bylaw Enforcement/Animal Control Officer to work any day of the week, including Sunday.

10. Without limiting the management rights of the Employer, it may decide in future to cease providing the Animal Control function service internally and return to contracting out the service. In that circumstance there will be no impact on the contingent of regular Bylaw Enforcement Officers on staff at the time of the contracting out and the Bylaw Enforcement/Animal Control Officer will become a Bylaw Enforcement Officer.

Executed on this 5th day of February, 2009.

“Cheryl Rutledge”

President, CUPE Local 498

“Bob Smejkal”

Representative, CUPE Local 498

“Tony Chong”

Chief Administrative Officer

“Barbara Wilton”

Manager, Human Resources

LETTER OF UNDERSTANDING

(Appointments resulting from Extended Union Leave of Mark Hancock)

BETWEEN

THE CITY OF PORT COQUITLAM
(hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(hereinafter referred to as the “Union”)

WHEREAS the City and the Union both have an interest in providing the public taxpayer with cost effective service while affording stability to our work force, it is in the best interest of the Parties to resolve the matter of those employees appointed to temporary positions as a result of this extended union leave of absence in accordance with Article 17.2 (b) of the 2007 – 2011 Collective Agreement as it continues to apply.

1. This Letter of Understanding is intended to vary the terms of the Collective Agreement as it relates only to the filling of temporary vacancies that have resulted from the long-term union leave of Mr. Mark Hancock who has been elected to a full-time position with CUPE and to provide the framework for Mr. Hancock’s return to work, should this occur.
2. All the provisions of the Collective Agreement shall apply except as specifically varied by the terms of this Letter of Understanding.
3. The temporary positions that have resulted from the extended leave of absence currently include: Foreman II – Water, Foreman II – Sewer, and one Trades I – Water.
4. Mr. Hancock will endeavor to provide at least two weeks notice of his intention to return to the City.
5. When Mr. Hancock returns to the City, he will be provided with a position in the Operations Division at the pay rate of the position of Foreman II – Sewer and he will continue to receive any increases that are negotiated between the parties. Mr. Hancock would be encouraged to upgrade his skills, knowledge and abilities pursuant to the class specifications and requirements for the position of Foreman II – Sewer. Should the position of the full time Foreman II – Sewer become vacant, Mr. Hancock will be appointed to the position, provided that he meets the requirements. All other future promotional opportunities will be subject to the terms of the Collective Agreement.
6. Upon his return to the City, Mr. Hancock will be provided training to obtain his truck driver training and validation.

7. It is understood that it may be necessary for the Division to return to the regular contingent of staff as a result of Mr. Hancock's return to work with the City.
8. With the signing of this Letter of Understanding, personnel impacted by Mr. Hancock's absence shall be posted as regular positions.
9. In the event that Mr. Hancock resigns from his employment with the City, the terms of this Letter of Understanding as it applies to Mr. Hancock will have been met.

Executed on the 29th day of June, 2012.

"Brian Savage"

President, CUPE 498

"Barry Becker"

Chief Administrative Officer

"John Leonard"

Representative, CUPE 498

"Kulwinder Sall"

Manager, Human Resources

LETTER OF UNDERSTANDING
(Parks Section)

BETWEEN

THE CITY OF PORT COQUITLAM
(hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(hereinafter referred to as the “Union”)

In consideration of Article 1 – Preamble of the Collective Agreement and in an ongoing effort to improve and maintain harmonious relations and in consideration of the Employer and whereas the Employer and the Union agree that the current Collective Agreement and any other agreements shall be replaced by this Letter of Understanding in the following terms:

PARKS MAINTENANCE WORKER II

1. The Parties agree that the position of operating the Parks Garbage vehicle will be classified as a Parks Maintenance Worker II.
2. The days and hours of work for the Parks Maintenance Worker II assigned to the Parks Garbage vehicle may consist of a work week other than Monday to Friday, and may work four (4) ten (10) hour days per week, or five (5) eight (8) hour days per week and the hours of work shall be between 7:00 a.m. and 8:00 p.m. These hours shall constitute day shift.
3. It is understood that employees in the Parks Maintenance Worker I position based on operational needs, will be trained on the Parks Garbage vehicle to enable them to provide relief during staff absences.
4. The filling of this position is considered a reclassification of a current Parks Maintenance Worker I position. It is agreed that in order for an internal candidate to be considered for this reclassification, they must possess the requisite experience as provided for in the classification specification and the training manual requirements, (attached as Appendix (“A”).
5. The method of filling this reclassified position will be as follows, in order of seniority, the following employees will be offered the reclassified position:
 - incumbents in the Parks Maintenance Worker II position;
 - incumbents in the Parks Maintenance Worker I position;
 - incumbents in the Parks Maintenance Worker position.

This offer is subject only to being qualified in accordance with the current training manual requirements for Parks Maintenance Worker I.

IRRIGATION SYSTEMS WORKER

6. The classification specification for Irrigation Systems Worker shall be revised to include the requirement for licensure by the Canadian Playground Safety Institute. This licensure requirement will be a post appointment requirement and anyone appointed to this position must successfully obtain the license prior to the conclusion of the probationary period or trial period in order to successfully pass their probationary or trial period.
7. The City agrees to fund the successful applicant for the time to attend the certification and for the costs to obtain the certification during said probationary or trial period.
8. Additional amendments to the classification specification shall include responsibility for analyzing field conditions and making determinations as to whether the conditions warrant opening or closing of fields and the inspection and maintenance of playground equipment. (Appendix “B”)
9. The days and hours of work for the Irrigation Systems Worker may consist of a work week other than Monday to Friday, and may work four (4) ten (10) hour days per week, or five (5) eight (8) hour days per week, between the hours of 6:00 a.m. and 8:00 p.m. These hours shall constitute day shift.
10. All of the provisions of the Collective Agreement shall apply except as specifically varied by the terms of this Letter of Understanding.

Executed on the 26th day of May, 2010.

“Cheryl Rutledge”

President, CUPE Local 498

“Tony Chong”

Chief Administrative Officer

“Bob Smejkal”

Representative, CUPE Local 498

“Barbara Wilton”

Manager, Human Resources

LETTER OF UNDERSTANDING
(Parks and Services Weekend Support)

BETWEEN

THE CITY OF PORT COQUITLAM
(Hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(Hereinafter referred to as the “Union”)

1. In an effort to provide an organized method of assigning the Weekend Support in the Parks and Services Section, the following terms are agreed to between the Employer and the Union, (the “Parties”).
2. The Parties agree to establish a rotation of Weekend Support to be distributed equally as much as practicable between the positions of Parks Coordinator, Parks Supervisor, Sports Turf Technician and Urban Forestry Arborist.
3. The person on Weekend Support shall be provided with a designated phone and shall be required to carry the phone commencing Friday at the end of their shift until the start of the shift Monday morning.
4. In consideration of being available by telephone, the person assigned to be Weekend Support shall be compensated at the rate of one (1) hour overtime at the applicable overtime rate for the Saturday and one (1) hour overtime at the applicable overtime rate for the Sunday.
5. It is agreed and understood that all other provisions of the collective agreement continue to apply.

This Letter of Understanding shall continue to operate from the date of signing and will continue to operate until such time as the operational requirements of the division changes to the extent that a review is necessary.

Executed on the 4th day of September, 2008.

“Cheryl Murray”

President, CUPE 498

“Tony Chong”

Chief Administrative Officer

“Bob Smejkal”

Representative, CUPE 498

“Barbara Wilton”

Manager, Human Resources

**MEMORANDUM OF AGREEMENT
(Parks and Recreation Restructure and Reclassifications)**

BETWEEN

THE CORPORATION OF THE CITY OF PORT COQUITLAM
(hereinafter referred to as the “City”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(hereinafter referred to as the “Union”)

Whereas the City and the Union (the “Parties”) are committed to work toward resolving any and all outstanding matters related to outstanding reclassifications and whereas the City desires to restructure the Aquatics Section and whereas the City wishes to formalize the temporary assignments, the Parties agree to the following:

Reclassification 09-01 Shawn Fengler

The Parties agree that the current classification specification, training manual requirements and rate of pay are appropriate for the work undertaken by Ms. Fengler.

It is further acknowledged by the Parties that during the times that Ms. Fengler worked outside her classification, every effort was made to pay Ms. Fengler the Recreation Programmer rate of pay.

Reclassification 09-02 Kelly Phillips

The Parties agree that the current classification specification, training manual requirements and rate of pay are appropriate for the work undertaken by Ms. Phillips.

Reclassification 10-03 Sherry Patrick

The Parties agree to the classification specification, training manual requirements attached as Attachment #1 to this agreement. The position of Recreation Coordinator – Aquatics shall be assigned pay grade 20 at 40 hours per week.

Ms. Sherry Patrick shall be paid at step 1 of pay grade 20. Increment increase to step 2 will be based on successful completion of eighteen (18) credits as per the training manual requirements and one year of service. Increment increase to step 3 will be based on successful completion of an additional nine (9) credits as per the training manual requirements and six months of service.

It is understood that both parties agree that Ms. Sherry Patrick will have four (4) years, from the signing date of this agreement, to complete the Training Manual Requirements for the position of Recreation Program Coordinator - Aquatics.

If Ms. Patrick does not successfully complete the Training Manual Requirements in the approved four (4) year period, she will be reverted back to her former position – Recreation Programmer – Aquatics.

It is understood that upon successful completion of the Training Manual Requirements for the position of Recreation Program Coordinator – Aquatics, by Sherry Patrick, the position of Recreation Coordinator – Aquatics will be made redundant and Ms. Patrick will be appointed to the Recreation Program Coordinator – Aquatics position.

It is understood that the position of Recreation Program Coordinator - Aquatics will not be posted at this time.

Formalization of Temporary Assignments

The Parties agree to formalize the appointments of Ms. Shelly Alford to the Recreation Program Coordinator – Health and Wellness on a regular part-time basis (.60 FTE) effective the date of the signing of this agreement.

The Parties agree to formalize the appointment of Mr. Nathan Taylor to the Recreation Program Coordinator – Active Living and Sport on a regular full-time basis effective the signing of this agreement.

It is understood that the position of Recreation Program Coordinator – Sport and Fitness will be made redundant.

Facility Service Worker

The Parties agree to establish a classification of specification, training manual requirements attached as Attachment #2 to this agreement. This classification of worker will be paid the rate of \$26.67 based on 2011 rates. This classification of worker will be required to have the 5th Class Refrigeration Endorsement Certificate of Competency, two years recent experience custodial maintenance and the BCRPA Pool Operators Level I and II.

It also understood that all future vacancies in Arena and/or Pool Maintenance Positions will be posted as Facility Service Workers.

Zamboni Operator

The Parties agree to establish a rate of pay of \$25.78 (based on 2011 rates) for staff performing Zamboni Operator duties. In order to be eligible to operate the zamboni, the Parties agree to establish training manual requirements, attached as Attachment #3. Employees must currently hold Building Maintenance Worker position, completed an orientation and training program (minimum of 20 hours) and successful evaluation of their competency to operate a Zamboni.

Executed on the 14th day of March, 2011

“Cheryl Rutledge”

President, CUPE 498

“Tony Chong”

Chief Administrative Officer

“Brenda Nadeau”

Representative, CUPE 498

“Kulwinder Sall”

Acting Manager, Human Resources

MEMORANDUM OF AGREEMENT
(Reclassifications in Corporate Services)

The parties agree to resolve the outstanding reclassification in the Corporate Services Division, specifically:

Secretarial Assistant to the City Clerk
Bylaw Enforcement Officer I
Computer Operator/ Accounting Clerk I
Payroll Clerk
Accounts Payable Clerk

The terms of this agreement are as follows:

Secretarial Assistant to the City Clerk

The Parties agree to remove this position as a bargaining unit position, and the City will establish this position as an exempt position. However, it is recognized that the incumbent performed beyond the scope of the current classification specification for a period of time, specifically through the time period when the Records classification system was under development and through the implementation until the Records Coordinator was hired. In recognition of Ms. Deakin's role in that project, the Parties agree that payment in the form of a one-time lump sum of \$9,000 constitutes full and final resolution of this outstanding reclassification, and that effective the signing of this agreement the Parties agree that the position of Secretarial Assistant to the City Clerk is no longer considered a bargaining unit position.

If Ms. Deakin declines the newly established exempt position, the Parties agree to reconvene to negotiate a Letter of Understanding similar to the terms negotiated between the Parties for the exclusion of the Area Recreation Supervisors in 1999.

The Clerk III Steno position vacated by Ms. Laura Mercer is posted and will be filled on a full time basis.

Bylaw Enforcement Officer I

(Amended from original as per 2012 Framework for Settlement between the City of Port Coquitlam and CUPE Local 498 signed May 29, 2013)

When future vacancies occur and in an effort to provide for succession and provide opportunities to current employees, the Parties agree that internal postings for Bylaw Officers will be posted providing for progression from pay grade 20 to pay grade 22.

The progression will be as follows:

Pay grade 20 – Step 1 – basic requirements as per the classification specification and training manual requirements;

Pay grade 21 – Step 2 with the completion of one year of service and successful completion of the Bylaw Enforcement and Investigative Skills Level I session;

Pay grade 22 – Step 3 – with the completion of an additional six (6) months experience and successful completion of the Bylaw Enforcement and Investigative Skills Level II session.

The time lines above are subject to extension by the parties in the event that the courses are not available.

For the first posting of a Bylaw Enforcement Officer appointment will be made of the senior candidate that possesses grade 12 and has a minimum of one year of experience in a customer service role and agrees to complete any outstanding base course work within eighteen months of being awarded the position. If they fail to complete the base or the requirements as outlined above, they will be returned to their former position and anyone else promoted or transferred will be returned to their former position.

Further, anyone appointed to the BEO that does not complete the requirements as noted in the training manual requirements will be returned to their former position and anyone appointed as a result will be returned to their former positions.

In the event there are no qualified internal candidates, the City reserves the right to recruit externally for a Bylaw Enforcement Officer II.

It is agreed that for the purposes of these new requirements and in consideration of their experience as Bylaw Officers, Ms. Paula Jones and Ms. Aurora Lore are grand-parented for these new requirements.

This constitutes full and final resolution to the outstanding reclassification request.

Property Use Coordinator

In the event Mr. Ian Clough resigns from the City, Mr. John Leonard will be confirmed as the regular incumbent in the position of Property Use Coordinator.

Computer Operator/ Accounting Clerk

The Parties agree to the attached classification specification and training manual requirements effective the date of the signing of this agreement. In addition, the Parties agree that the position is properly classified at pay grade 14. This constitutes full and final resolution of the outstanding reclassification request.

It is further understood that with the implementation of Remote Time Entry in Payroll the role of the Computer Operator/Accounting Clerk I position will change from the majority of time performing a data entry function to more of an audit function. In anticipation of this change, the City agrees to fund course work for the current incumbents, Cindy Hartin and Judy Dillabough to commence course work for certification as Payroll Compliance Practitioner. The completion of the course work for the noted incumbents is optional however strongly encouraged. At the time

of the implementation of Remote Time Entry the City will review with the union the proper classification for the changed position and amend as necessary.

Finally, the Parties agree that upon implementation of the Remote Time Entry and/or upon the retirement of Ms. Barbara Lohnes, the Parties agree to review the role of the position, the structure of the section, the roles and responsibilities of the staff within the section and discuss the exclusion of the Supervisor position from the bargaining unit.

Payroll Clerk

The Parties agree to the attached revised classification specification and training manual requirements effective the date of the signing of this agreement. In addition the parties agree that the position is appropriately classified at pay grade 16. This constitutes full and final resolution to the outstanding reclassification request.

Accounts Payable Clerk

The Parties agree to develop and present a classification specification and training manual requirements for the Accountants Payable Clerk based on the current duties. In addition, the Parties agree that the position is properly classified at pay grade 14. This constitutes full and final resolution of the outstanding reclassification request.

Other

The Parties agree that all outstanding grievances related to any of the reclassification requests as noted in this document are fully and finally resolved with this agreement.

Agreed to on this 30th day of May, 2008.

“Cheryl Murray”

President, CUPE

“Barbara Wilton”

City Representative

“ Bob Smejkal”

CUPE Representative

“Tony Chong”

City Representative

