

SOURCE	Cmp		
EFF.	01	01	83
TERM.	31	12	85
No. OF EMPLOYEES	430		
NOMBRE D'EMPLOYÉS			

1983 - 1985

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF RICHMOND

AND

THE RICHMOND CIVIC EMPLOYEES' ASSOCIATION, LOCAL 718

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 BETWEEN
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 AND RICHMOND CIVIC EMPLOYEES' ASSOCIATION. LOCAL 718

I N D E X

<u>CLAUSE</u>	<u>PAGE NO.</u>
1. <u>TERM OF AGREEMENT</u>	1
2. <u>UNION SECURITY</u>	2
3. <u>REMUNERATION</u>	2
3.1 Daily Guarantee.....	3
4. <u>HOURS OF WORK AND WORK WEEK</u>	3
5. <u>SHIFT PREMIUMS</u>	4
6. <u>OVERTIME</u>	5
6.1 Compensating Time Off.....	6
7. <u>CALL-OUT</u>	6
a. <u>STANDBY</u>	7
9. <u>MEAL BREAKS</u>	7
10. <u>MEAL ALLOWANCES</u>	8
11. <u>FIRST AID PREMIUMS</u>	9
12. <u>VACATIONS</u>	9
12.1 Vacations.....	9
12.2 Vacation Pay.....	10
12.3 Supplementary Vacation.....	11
12.4 Deferred Vacations.....	11
13. <u>PUBLIC HOLIDAYS</u>	12
14. <u>EMPLOYEE BENEFITS</u>	14
14.1 Medical Services Plan.....	14
14.2 Dental Plan.....	14
14.3 Extended Health Benefits.....	15
14.4 Group Life Insurance.....	15
14.5 Sick Leave.....	15
14.6 Gratuity Pay.....	15
14.7 Workers' Compensation.....	16
14.8 Superannuation.....	17
14.9 Unemployment Insurance.....	17
14.10 Separation Trust Fund.....	17

INDEX (Cont'd)

<u>CLAUSE</u>		<u>PAGE NO.</u>
15.	<u>WORKING CONDITIONS</u>	17
	15.1 Permanent Employees.....	17
	15.2 Temporary Employees.....	18
	15.3 Filling Vacancies.....	18
	15.4 Promotional Policy.....	18
	15.5 Rights of Employees Promoted Out of the Bargaining Unit.....	19
	15.6 Pay for Acting in a Senior Capacity.....	19
	15.7 Lay-Off.....	19
	15.8 Recall.....	20
	15.9 Leave of Absence - Union Officials.....	20
	15.10 Bereavement Leave.....	21
	15.11 Jury Duty and Witness Fees.....	22
	15.12 Maternity Leave.....	23
	15.13 Adoption.....	24
16.	<u>PROTECTIVE CLOTHING</u>	24
17.	<u>GRIEVANCE PROCEDURE</u>	25
	17.1 Wrongful Dismissal.....	25
18.	<u>GENERAL</u>	26
19.	<u>CAR ALLOWANCE</u>	26
20.	<u>CLASSIFICATION AND EVALUATION OF POSTINGS</u>	26
21.	<u>TECHNOLOGICAL CHANGE</u>	26
22.	<u>INTERPRETATION</u>	27
23.	<u>CHANGES AFFECTING THE AGREEMENT</u>	28
24.	<u>LABOUR/MANAGEMENT COMMITTEE</u>	28
25.	<u>MISCELLANEOUS ITEMS</u>	28

INDEX (Cont'd)

SCHEDULES

PAGE NO.

SCHEDULE "A"	Classification Titles and Pay Grades.....	30
	8½-Weekly and Monthly Salary Rates	
	(1983 January 01 - 1984 January 06).....	36
	(1984 January 07 - 1985 January 04).....	38
	(1985 January 05 - 1985 December 31).....	40
	Miscellaneous Hourly Rates.....	42
SCHEDULE "B"	Temporary and Casual Employees.....	43
	Daily Guarantee.....	49
	Compressed Work Week Formula.....	49
	<u>Appendix "A"</u>	
	Principles Governing the Conversion of Employee Fringe Benefits in cases of Introduction or Renewal of Compressed Work Weeks.....	51
SCHEDULE "C"	Group Life Insurance.....	53
SCHEDULE "D"	Joint Standing Committee on Standardization - Terms of Reference.....	56
SCHEDULE "E"	Supplementary Vacation.....	57
SCHEDULE "F"	Miscellaneous 1981 Negotiated Items.....	59
SCHEDULE "G"	Benefits Committee--Terms of Reference.....	61
SCHEDULE "H"	Letter of Understanding.. Layoff and Recall.....	62
SCHEDULE "I"	Employment Standards Act Principles.....	63

THIS AGREEMENT made the _____ day of _____, in the year of our Lord, One Thousand, Nine Hundred and Eighty-Four

1 9 8 3 - 1 9 8 5

BETWEEN : THE CORPORATION OF THE TOWNSHIP OF RICHMONO
(hereinafter called the "Corporation"),

OF THE FIRST PART

AND : RICHMOND CIVIC EMPLOYEES! ASSOCIATION, LOCAL 718,
(hereinafter called the "Association")

OF THE SECOND PART

WHEREAS the Corporation is an employer within the meaning of the "Labour Code", being Chapter 212 of the Revised Statutes of British Columbia, 1979.

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

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

1. TERM OF AGREEMENT

This Agreement shall be for a term of three years with effect from 1983 January 01 to 1985 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 62 of the Labour Code, this Agreement shall continue in full force and effect, and, except with respect to changes to rates of pay made pursuant to the Job Evaluation Agreement between the parties et al., neither party shall make any change or alter the terms of this Agreement until

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

whichever is the earliest.

- 1.2 The operation of subsection (2) of Section 66 of the Labour Code shall **be** specifically excluded from, and shall not **be** applicable to this Agreement.

2. UNION SECURITY

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

3. REMUNERATION

- (a) The scale of remuneration set out in Schedule "A" shall apply during the **term** of this Agreement. Any changes in salary rates as outlined in Schedule "A", or changes in job classification, or, if it becomes necessary to engage an employee in a class not provided for in Schedule "A", the salary **to be** paid shall be determined in accordance with the procedure set forth in the Classification and Evaluation Agreement.
- (b) Pay periods shall **be** every second Friday. In the event of a holiday falling **on** that day, the day previous to such holiday shall **be** the pay day.
- (c) Individual pay adjustments arising from periodic increments, reclassifications, revaluations and promotions (but not acting in a higher capacity) are to **commence** at the beginning of the **bi-weekly** pay period the first day of which **is** nearest the calendar date of the **pay** adjustment.

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

$$\frac{\text{Monthly Rate} \times 12}{26.089 \times \text{bi-weekly hours}} = \text{Hourly Rate}$$

(Taken to 4 decimal places)

$$\text{Hourly Rate (taken to 4 decimal places)} \times 4 = \text{Bi-Weekly Rate (taken to 2 decimal places)}$$

The resultant hourly and bi-weekly rates are the pay rates to which salaried employees are entitled. The monthly salaries shall be calculated to the nearest dollar. (e.g. 50¢ or more shall be increased to the next highest dollar and less than 50¢ shall not be counted.)

3.1 Daily Guarantee

(See Schedule "B" which is annexed to and forms a part of this Agreement.)

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

4. HOURS OF WORK AND WORK WEEK

- (a) The hours of work for inside employees shall be as follows; Municipal Offices:- 8:15 a.m. to 5:00 p.m., Monday through Friday. Where necessary, certain employees may be required to commence work at 8:00 a.m. at the discretion of the Department Head. In any event, no employee shall be required to work more than 7-3/4 hours.

One (1) hour shall be allowed for lunch, with staggered office hours so that offices remain open during the full day, with a rest period of ten (10) minutes, morning and afternoon.

- (b) Arena personnel, seven and one-half (7-1/2) hours per day with one (1) hour for lunch.
- (c) Communication Operator - Police: Coverage required 24 hours, 7 days per week as per mutually agreed schedule of working hours.
- (d) Counter Clerk - Police: Coverage required 7 days per week, as per mutually agreed schedule of working hours.
- (e) Dispatcher Clerks hours, eight (8) hours per day.

12:00 midnight	to 8:00 am.
8:00 a.m.	to 4:30 p.m. (one-half (1/2) hour lunch period, Monday to Friday inclusive)
8:00 a.m.	to 4:00 (Saturday, Sunday and holidays)
4:00 p.m.	to 12:00 midnight

- (f) In the event, an employee is required to work a shift other than regular day shift and where less than fifteen (15) clear hours elapse prior to cessation of work on the regular day shift and the commencement of work on the special shift, or where less than fifteen (15) hours elapse between the ending of the special shift and commencement of work on the regular shift, then such employee shall be paid double time until the fifteen (15) hours have elapsed.
- (g) Where a shift other than regular day shift is instituted, the shift shall be not less than seven (7) hours nor more than eight (8) hours, whichever are the normal and usual hours the employee affected is employed, and shall be consecutive hours in a twenty-four (24) hour period following the commencement of such shift. Overtime rates shall apply when the employee works overtime within that twenty-four (24) hour period.

5. SHIFT PREMIUMS

- (a) Effective 1981 May 01 the following provision (taken from the 1981 April 30 Memorandum of Agreement) shall apply:
 - "(a) Effective the date of ratification of the Memorandum of Agreement, and subject to paragraph 7(b) below, a standard shift premium of 60¢ per hour shall be paid to incumbents of all classes to which shift premiums currently apply, and also to incumbents of the first level of Building Service Worker and related classes which are listed in Appendix "B" which is attached to and forms a part of this Memorandum of Agreement who do not already receive such premium, and shall be payable for all regular hours worked more than one hour on either side of the recognized normal or standard daily hours, provided that where the majority of an employee's regular hours

fall outside the period described above, the shift premium shall apply to the entire shift. This provision shall also cover all Watchman classes.

- (b) All of the provisions contained within paragraph 7(a) above, shall apply to **employees** of Burnaby and its Public Library Board, and to Inside employees of Richmond, except that their current shift premium rates shall remain in effect until 1982 December 29. Effective 1982 December 30, those premium rates shall **be** replaced by an hourly premium of 60 cents."
- (b) Where an employee is required to **work** a split-shift, such shift shall **be** confined to a period of **twelve** (12) hours following commencement of such shift, and a shift differential shall apply as outlined in clause 5(a).
- (c) Where an employee is required to work a shift other than Monday to Friday, such shift shall **be** five (5) consecutive working days, followed by **two** (2) consecutive days off.

6. OVERTIME

- (a) Regular Full-Time Employees and Temporary Full-Time Employees shall **be** paid at overtime rates for all overtime worked:
 - (i) immediately following the employee's regular shift;
 - (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous shift;
 - (iii) at any other time than at the times set forth in items (a)(i) or (a)(ii) of this clause 6(a) consequent upon an oral or written notice given prior to the end of the employee's previous shift except as otherwise provided in clause 13.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall **be** paid for overtime work at the following overtime rates:
 - (i) time and **one** half the regular rate of pay for **the** first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day;
 - (ii) double the regular rate of pay for all overtime in excess of the first two (2) hours worked immediately preceding or immediately following an employee's regular shift on any regular working day;

- (iii) double the regular **rate** of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of clause 6(b).

6.1 Compensating Time Off

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

7. CALL-OUT

- (a) Callout is to be defined as being called back to work at any time following completion of a Regular Full-Time Employee's or a Temporary Full-Time Employee's regular shift except when pre-scheduled by notice provided prior to the end of the employee's previous regular shift which is defined as overtime in clause 6.
- (b) A Regular Full-Time Employee or Temporary Full-Time Employee who is called back to work shall **be** paid double time for the time actually worked plus one (1) hour's allowance for travelling to and from home, with a minimum of three (3) hours' pay at double the rate of pay. (The minimum includes one (1) hour for travelling time.)
- (c) If additional calls are made upon the Regular Full-Time Employee or Temporary Full-Time Employee prior to the expiry of the three (3) hour period or prior to his arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours minimum, but the employee shall **be** paid for the time actually worked plus an additional one (1) hour's allowance for travelling to and from home. If two separate callouts are completed within a three (3) hour period, the minimum payment shall **be** four (4) hours at double the rate of pay. (The minimum includes two (2) hours for travelling time.)

8. STANDBY

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

9. MEAL BREAKS

- (a) Employees shall receive meal break provisions as follows:

- (i) During Overtime

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

- (ii) During Call-Outs and Pre-Scheduled Overtime

Upon completion of three and one-half (3-1/2) continuous hours of call-out work or pre-scheduled overtime work, an employee becomes entitled to a paid meal break of a one-half (1/2) hour which the Employer may permit to be started at any time within the three and one-half (3-1/2) hour period but, except in an emergency, no later than the end of the three and one-half (3-1/2) hours.

(iii) During Overtime, Call-outs and Pre-scheduled Overtime

Upon the completion of each succeeding three and one-half (3-1/2) continuous hours of call-out work or overtime work, the employee shall be given another paid meal break of one-half (1/2) hour which, except in an emergency, shall be taken at the end of each three and one-half (3-1/2) hour work period.

- (b) For each meal break given to an employee under clause 9(a)(i), (ii), or (iii) the employee shall be paid one-half (1/2) hour of pay at double the employee's regular rate of pay.
- (c) Where by reason of an emergency it is not feasible to give a meal break at the designated time under clause 9(a)(i), (ii), or (iii), it shall be taken as soon as practicable and in addition the Corporation shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal break. The supplying of nourishment by the Corporation does not disqualify the employee from receiving the appropriate meal allowance under clause 10.

10. MEAL ALLOWANCES

Employees shall receive meal allowance provisions as follows:

- (a) The Corporation shall not be responsible for supplying nourishment to employees except as provided in clause 9(c).
- (b) Reimbursement of meal expenses will be introduced according to the following scale and with reference to the paid meal breaks set out in clause 9, it being clearly understood that continuous periods of time must be worked to qualify both for the paid meal break and the following meal allowances:
- (i) Overtime immediately preceding or immediately following a regular shift: \$7.50 at the first break; and \$2.50 at each succeeding break;
- (ii) Call-Out: \$7.50 at the first break and \$2.50 at each succeeding break;
- (iii) Pre-scheduled Overtime other than immediately preceding or immediately following an employee's regular shift where an employee is notified prior to the end of the preceding day that overtime is likely to last at least four hours: nothing at the first break; \$7.50 at the second break; and \$2.50 at each succeeding break.

11. FIRST AID PREMIUMS

Employees who are required by the Corporation to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Industrial First Aid Certificate shall be paid a premium based on the class of certificate required as follows:

"C" Class Certificate	\$.30 per hour
"B" Class Certificate	\$.40 per hour
"A" Class Certificate	\$.50 per hour

12. VACATIONS

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

Vacation days are based on hours worked in a position, i.e. 15 working days equals 105 hours for a 35 hour work week; 112.50 hours for a 37-1/2 work week; 120 hours for a 40 hour work week.

- (a) Employees leaving the service of the Municipality during their first calendar year of employment shall be granted vacation pay in accordance with the Employment Standards Act.
- (b) In the first calendar year of service, vacation will be granted on the basis of one-twelfth (1/12th) of ten (10) working days for each month, or portion of a month greater than one-half (1/2), worked by December 31st.
- (c) Fifteen (15) working days of annual vacation with pay during the second (2nd) up to and including the ninth (9th) calendar year.
- (d) Twenty (20) working days of annual vacation during the tenth (10th) up to and including the seventeenth (17th) calendar year of service.
- (e) Twenty-five (25) working days of annual vacation during the eighteenth (18th) up to and including the twenty-fifth (25th) calendar year of service.
- (f) Thirty (30) working days of annual vacation during the twenty-sixth (26th) and all subsequent calendar years of service.
- (g) Employees who leave the service of the Corporation shall receive vacation for the calendar year in which termination occurs, on the basis of one-twelfth (1/12th) of their vacation entitlement for that year for each month greater than one-half (1/2) worked to the date of termination.

- (h) All vacation allowance earned during a calendar year **must be** taken prior to March 31st of the following year. With this provision, employees will not receive payment in lieu of vacation not taken.
- (i) Any permanent employee who has not selected his or her vacation period prior to April 30th will not have any seniority rights with regards to being given preferential treatment in selecting his or her vacation period over other employees with less seniority.

PROVIDED THAT:

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

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

- (4) In the case of special and Statutory Holidays falling on or observed on a regular work day while an employee is on his annual holiday, he shall be granted extra days in lieu of such holidays.

12.2 Vacation Pay

- (a) All employees other than those entitled to an annual percentage of earnings in lieu of vacation, will be paid during their annual vacations at the respective regular or classified rates of pay.
- (b) As soon as possible following December 31st in each year, a vacation pay adjustment will **be** made in a lump sum to all employees other than those entitled to an annual percentage of earnings in lieu of vacation, where such employees' annual

basic earnings exclusive of overtime and any other premium payments not normally taken into account in the computation of annual vacation pay exceeded their regular base rate earnings during the year in question. Such cash payments shall reflect the proportionate difference between the actual annual basic earnings and regular base rate earnings applied to the employees' annual vacation pay for the year in question, but shall not be paid in any case where the total amount payable is less than one dollar (\$1.00).

12.3 Supplementary Vacation

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

Each employee upon commencing his eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service in 1978 or in any subsequent year, shall thereupon become entitled to five (5) working days of supplementary vacation.

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

12.4 Deferred Vacations

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

(i) shall take at least fifteen (15) working days of such annual vacation during the year in which he earns such vacation, and

(ii) may defer the taking of any part of such annual vacation in excess of fifteen (15) working days.

PROVIDED HOWEVER that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this clause 12.4(a) shall be twenty (20) working days.

(b) (i) Employees wishing to defer a portion of their vacation as outlined in clause 12.4(a)(ii) must notify their Department Head and Personnel Department prior to June 30th.

- (ii) Employees wishing to take their deferred vacation along with their regular scheduled vacation **must** notify their Department Head and Personnel Department **prior to** the end of the year **immediately** preceding the year they wish to take such vacation.

13. PUBLIC HOLIDAYS

13.1 Subject to clause 13.1(e), all Regular Full-Time Employees and Temporary Full-Time Employees shall **be** entitled to a holiday with pay on the following public holidays, namely, **New Year's Day**, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, **Labour Day**, Thanksgiving Day, Remembrance Day, **Christmas Day**, **Boxing Day** and any other day appointed **by** Council to **be** a civic holiday.

PROVIDED THAT:

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

SAVE AND EXCEPT THAT:

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

- (i) one day's pay at his regular rate of pay, or
- (ii) a holiday with pay within the calendar year in which such public holidays falls, on any normal working day which immediately precedes or **immediately** follows one of the employee's normal rest days or one of the public holidays hereinbefore defined in this paragraph 13.1.
- (b) In the case of an employee's termination of service for any reason, adjustment **will** be made for any over-compensation provided **under** paragraph (a)(ii) herein.

- (c) Prior to the posting of any notice advising the employees of **their entitlement** under paragraph (a) herein, the Corporation will afford the Union an opportunity to discuss the substance of the notice.
- (d) **Notwithstanding** receipt of a day's pay for a public holiday, it shall not **be** considered as **time** worked for the purpose of calculating overtime.
- (e) An employee will **be** paid for a public holiday only if **he** works **on** the scheduled working day prior to and the scheduled working day after such holiday, providing the employee **is** not sick, on compensation, on annual vacation, or on authorized leave of absence.
- (f) **An** employee required to work a shift other than Monday to Friday shall **be** granted all public holidays with pay as provided in clause 13.1.

(g) Employees **Who** Normally **Work** on Statutory Holidays

(i) Except as otherwise provided in clause 13.1(a) with respect to statutory holidays falling on a Saturday or a Sunday, if an employee whose duties normally require him to **work** on statutory holidays, is required to **work** on any statutory holiday named in clause 13.1 which falls on any day from Monday to Friday inclusive, then **he** shall **be** paid his regular pay for the holiday and in addition thereto he shall **be** given compensating time off equivalent to one and one-half **times** the number of hours worked on the holiday.

(ii) If an employee **is** required to **work on** the day off given to him in lieu of a statutory holiday, pursuant to the provisions of this clause 13.1(g) herein, then in lieu of such holiday **he** shall **be** paid his regular pay for the statutory holiday plus double the regular rates of pay for the hours worked **on** such day off. **Time** worked beyond the employee's normal daily hours **on** the day off given to the employee in lieu of a statutory holiday shall **be** treated as overtime. For the purpose of this clause 13.1(g) a statutory holiday does not include a holiday designated by the Corporation pursuant to clause 13.1 unless the employee is entitled to that holiday with pay in lieu of a statutory holiday.

(h) Pay for **Hours** Worked on Statutory Holidays

The premium rate which is paid for hours worked on statutory holidays is not to **be** treated **as** an overtime premium but overtime rates will become applicable if work on a statutory holiday extends beyond the employee's **normal** daily hours.

(i) Observation of Statutory Holidays

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

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

14. EMPLOYEE BENEFITS

It is agreed that the following employee benefits will be continued for the term of this Agreement,

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

M.S.P. coverage after six (6) months' continuous service, with the Corporation paying fifty per cent (50%) of the premium,

14.2 Dental Plan

Dental coverage is available (compulsory unless covered by another plan) for all full-time employees who have completed six (6) months' continuous service on the following basis:

- (a) Basic Dental Services (Plan A) paying for 80% of the approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for 50% of the approved schedule of fees.
- (c) Orthodontics (Plan C) paying for 50% of the approved schedule of fees.

- (d) The premiums for the Dental Plan will be shared equally by the Corporation and the employees whose contributions shall be made by payroll deduction.
- (e) The Corporation may elect to enter into a contract for a Dental Plan on a group basis, provided that accounting will be carried out on an individual unit basis.

14.3 Extended Health Benefits

Extended Health Care coverage is available for all employees who have completed six (6) months continuous service with the Corporation and the employee each paying 50% of the premium. These benefits include vision care with a maximum claim of \$150.00 per person in a 24 month period, subject to the provisions of the plan.

14.4 Group Life Insurance

The Group Life Insurance coverage shall be as outlined in Schedule "C" which is annexed to, and which forms a part of this Agreement.

14.5 Sick Leave

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

NOTE: 1-2/3 days per month equals 20 days per year. 20 days per year equals 140 hours for a 35 hour work week; 150 hours for a 37-1/2 hour work week; and 160 hours for a 40 hour work week.

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

14.6 Gratuity Pay

(NOTE: 2 working days equals 14 hours for a 35 hour work week 15 hours for a 37-1/2 hour work week and 16 hours for a 40 hour work week.)

- (a) It is further agreed and understood that such employee shall be credited with gratuity pay of two (2) working days January 1 and a further two (2) working days effective July 1 to accumulate to a total of one hundred and twenty (120) working days. In the event that any employee is absent on sick leave two (2) days or more in the period January 1 to June 30, inclusive, or

two (2) days or more in the period July 1 to December 31, inclusive, the employee shall not receive any credit for gratuity pay for that period. The total gratuity pay to an employee's credit shall be paid the employee on his leaving the service of the Corporation'. It is further provided that if an employee be discharged from the service of the Municipality for any of the following causes:

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

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

- (b) Employees shall not be entitled to payment of gratuity pay as provided above if they resign or leave the service of the Municipality within two years of the date of the commencement of their employment.
- (c) The Corporation will provide to each employee a statement indicating the total accumulated sick leave and gratuity pay to the employee's credit as of December 31, and such statement shall be in writing, and given to the employee not later than the last day of the month of February of the succeeding calendar year.

14.7 Workers' Compensation

- (a) Where the first day or part day is not paid by the Workers' Compensation Board, this day or part day shall be paid by the Corporation and shall be deducted from accumulated sick leave but not from gratuity pay.
- (b) An employee who has completed six (6) months of continuous service and whose claim for WCB temporary disability benefits is accepted by the WCB, shall assign the employee's WCB cheque to the Corporation and the Corporation shall pay the employee's full regular salary. If the WCB disallows an employee's claim, or if there is a period of delay prior to the claim being accepted, the Corporation will pay full regular salary to the employee until the employee's sick leave, gratuity, vacation and overtime credits are exhausted.

(c) The status of fringe benefits in the case of an employee in receipt of W.C.B. pay shall **be** as follows:

- (i) Sick Leave: monthly credits to continue accumulating as normal ;
- (ii) Gratuity: to **be** unaffected by the WCB absence;
- (iii) Vacations: to be unaffected by the WCB absence;
- (iv) Public Holidays: full pay to **be** provided for the day on which the holiday is observed, but no compensating day is to **be** provided in lieu;
- (v) Increments: to **be** unaffected by any WCB absence of less than 3 months; to **be** deferred by one month for each complete month of WCB absence commencing with the fourth month of WCB absence;
- (vi) Seniority: to continue accumulating as normal ;
- (vii) Leave of Absence: to **be** ineligible for any other paid leave of absence during the WCB absence.

14.8 Superannuation

All employees eligible shall **be** covered by the provisions of the Pension (Municipal) Act.

14.9 Unemployment Insurance

All employees shall **be** covered by the provisions of the Unemployment Insurance Act, and the Corporation and the employees shall contribute thereto.

14.10 Separation Trust Fund

The Corporation agrees that in lieu of making contributions to a Separation Trust Fund, it will pay to each employee in addition to his regular monthly salary an amount equal to one point five per cent (1.5%) of such regular monthly salary. The payment of such additional amount will **be** made on a monthly basis. It is understood and agreed that the additional payment will **be** considered to **be** completely separate and distinct from regular monthly salary for all administrative purposes.

15. WORKING CONDITIONS

15.1 Permanent Employees

- (a) Any employee who has completed six (6) months' continuous service in an established position with the Corporation shall **be** considered a permanent employee.

- (b) As a condition of being appointed to the **permanent** staff, every new employee shall, within the first six **(6) months** of service, file a Certificate of Birth or satisfactory proof of age as **may** be required by the Corporation.

15.2 Temporary Employees are those **employees** who are hired for a special project for a **short** and limited period of time not to exceed a three **(3)** calendar month period **commencing** with the initial date of **employment**. (See Schedule "B" which is annexed to, and which forms part of this Agreement.

15.3 Filling Vacancies

- (a) The Council agrees that, before **permanently** filling a vacancy, notice of such vacancy shall be posted for five **(5)** working days in such conspicuous place as agreed by both parties, in order that any employee of the **Association** shall have the opportunity of applying for the vacancy. Notices shall contain the **following** information: Nature of **position**, qualifications, required knowledge and education, skills, shift, wage or salary rate or range, and anticipated length of any temporary assignment, **if** posted. All **job postings** shall state "this position is open to male and female applicants".
- (b) The procedure in clause (a) **immediately** above shall apply for temporary positions which are expected to exceed six **(6)** months duration. Should a permanent employee be appointed to such a vacancy, he shall, when the temporary **work** is completed, return to his former position without loss of seniority.

15.4 Promotional Policy

- (a) **In making** promotions, the skills, knowledge and ability of the employees concerned shall be the primary consideration, and where such qualifications are equal, length of service shall be the **determining** factor, however, all employees have the right of appeal through the Grievance Procedure.
- (b) Where the Corporation promotes any employee, and makes any changes affecting salary, the following shall apply:
- (1) The minimum salary increase shall be one **(1)** full pay step.
 - (2) An employee already experienced with the Corporation in the reclassification shall receive the pay step according to his experience, subject to negotiations between this Association and the Corporation.
 - (3) The Anniversary date for the purpose of annual increments, shall be **twelve** **(12)** months from the date of employment, promotion, or date of reclassification with the exception of those positions who **receive** semi-annual increments.

15.5 Rights of Employees Promoted Out of the Bargaining Unit

In the event of an employee being promoted from a position for which the Union either had bargaining authority at the time of the promotion or subsequently obtained bargaining authority, to a position whether included in or excluded from the Union contract, and such employee being subsequently laid off or demoted to a position for which the Union has bargaining authority, the Corporation shall have the right to place such employee in the position previously held by him or in any vacant position for which such employee is considered qualified. The employee, if so placed as the result of being laid off or demoted, shall suffer no loss of seniority and such seniority shall be his total length of service with the Corporation.

15.6 Pay for Acting in a Senior Capacity

- (a) On every occasion that an inside employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position which he normally holds, he shall be paid for every day that he carries out the duties of the senior position at the minimum rate in the scale for such senior position, except where the salary received in his own position is equal to, or exceeds, the minimum of the senior position in which case he shall receive the next higher rate in the pay range of the senior position.
- (b) For the purpose of this section, appointments of employees to a level of higher responsibility must be authorized in writing by the Head of the Department.

15.7 Lay-Off

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

15.8 Recall

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

15.9 Leave of Absence - Union Officials

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

- (d) Upon application ~~to~~, and upon receiving the permission of the Personnel Director in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the National and B.C. Divisional Conventions of the C.U.P.E., the Annual Convention of the B.C. Federation of Labour and the Biennial Convention of the Canadian Labour Congress.
- (e) Upon application ~~to~~, and upon receiving the permission of the Personnel Director in each specific case, official representatives of the Union ~~may~~ be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.
- (f) The Corporation agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing his duties as an officer of the Union shall not lose his seniority in the service of the Corporation and shall continue to accumulate seniority while he is performing such duties. Upon retirement from his duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which his former position was allocated and for which he is qualified if any position within such class is held by an employee with less seniority than his own. If all of the positions within such class are held by employees with more seniority than his own or have been ~~abolished~~, such former Union officer shall be entitled to return to any other vacant position for which he is qualified.
- (g) The Corporation agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the Vancouver Labour Council, the B.C. Federation of Labour or the Canadian Labour Congress shall be granted leave of absence without pay and shall not lose his seniority in the service of the Corporation while on such leave of absence. Upon termination of such period of office, such an employee ~~may~~ return to the first vacant position for which he is qualified in the service of the Corporation.
- (h) The Union shall provide the Corporation with a list of its elected officers, job stewards, and any other official representatives. This list shall be kept current by the Union at all times.

15.10 Bereavement Leave

- (a) Any Regular Full-Time or Temporary Full-Time Employee who has completed six (6) months of employment, may be granted compassionate leave without loss of pay for a period not to exceed three (3) working days in the following events:

- (i) In the case of the death of the employee's wife, husband, child, ward, brother, sister, parent, guardian or common-law spouse;
- (ii) In the case of the death of any other relative if living in the employee's household; or
- (iii) In any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or a grandparent of the employee.

(Note: Regular Part-Time Employees are eligible for bereavement leave in accordance with Schedule "B", paragraph 22A)

- (b) Any employee who qualifies for emergency leave without loss of pay under paragraph (a) herein and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under paragraphs (a) and (b) herein shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for emergency leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation if approved by his Department Head. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Department Head, an employee may be granted leave of up to one-half (1/2) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by paragraph (a) herein.

15.11 Jury Duty and Witness Fees

Any employee called for Jury Duty or as a Crown Witness will be allowed time-off during the period of such duty up to and including ten (10) working days. The employee's regular pay will be continued and any remuneration received for such duty will be remitted to the Personnel Director. In special circumstances, the Corporation may extend payment on the above basis beyond the time limit imposed above.

15.12 Maternity Leave

- (a) A Pregnant employee who elects to request Maternity Leave shall provide the Personnel Director with a medical certificate from a duly qualified medical practitioner stating the estimated date of birth. Such certificate shall be provided not later than three months prior to the estimated date of birth. Medical certificates are available from the office of the Personnel Director.
- (b) In normal circumstances a pregnant employee shall terminate her employment or proceed on Maternity Leave 6 months before the expected date of birth.
- (c) An employee who desires to work during the last two months of pregnancy may be permitted to do so if her attending physician certifies in writing that the health of the employee will not be adversely affected. In such case, the employee shall work under such conditions and for such period as shall be specified in writing by her attending physician.
- (d) No employee shall be permitted to work during the six weeks following the date of birth.
- (e) An employee who has been granted Maternity Leave shall notify her Department Head at least four weeks before she intends to return to work.
- (f) An employee shall be entitled to Maternity Leave, without pay, from the date of separation from employment, but not for more than a maximum period of six months from the date of commencement of Maternity Leave.
- (g) An employee who has been granted Maternity Leave and fails to contact the Department Head within five months from the commencement of Maternity Leave, so that mutually convenient arrangements may be made for her return to employment, shall be considered to have permanently separated from employment.
- (h) Effective 1984 July 09 benefits shall continue uninterrupted for a maximum period of 18 weeks' maternity leave (or for an additional period of up to 6 weeks if the employee is certified to be unable to return to work for medical reasons related to the pregnancy) PROVIDED THAT the employee makes arrangements prior to commencing the leave to pay her share of the benefit premiums for that period. An employee who is absent on Maternity Leave for a period longer than 18 weeks (or the additional 6 weeks referenced above) and who wishes to continue benefit coverage shall prepay to the Employer the total cost of premiums for benefits to which she is entitled for the additional period of leave.
- (i) An employee on Maternity Leave shall not be entitled to Sick Leave for any incapacity and disability arising from a normal delivery and subsequent convalescence.

- (j) Subject to paragraph (i) an employee on Maternity Leave who has notified her Department Head of her intention to return to work pursuant to paragraph (e), and who subsequently suffers any incapacitating illness which prevents her from returning to work at the time she intended, whether or not such illness is related to the pregnancy, shall be entitled to be paid Sick Leave benefits commencing on the first working day on which she would otherwise have returned to work. provided that she has sufficient sick leave credits, and provided that she produces to the Personnel Director a Disability Certificate duly completed by her attending physician.
- (k) In the event the combined Maternity Leave and Sick Leave exceed the maximum period of six (6) months referred to in paragraph (f), the Corporation will not be required to comply with the normal requirements for posting notices of temporary positions whose duration has exceeded six months.
- (l) Effective 1984 July 09 on resuming employment an employee shall be reinstated in her previous or a comparable position and for the purposes of pay increments, benefits, and vacation entitlement (but not for statutory holidays or sick leave) maternity leave will be counted as service. Vacation pay will be prorated by the period of the leave and an employee may elect not to take that portion of her vacation which is unpaid.

15.13 Adoption

- (a) If an employee requests leave of absence without pay for the purpose of attending to his or her adoption of a child, such employee may make application to the Personnel Director for the required leave, and leave of absence without pay to a maximum of four months shall not be unreasonably withheld. Furthermore an employee may apply for an extension of up to an additional two months.
- (b) When adoption leave is taken, the employee must prepay to the Corporation the total cost of premiums for benefits to which the employee is entitled for the period of the leave. An adoption leave will not be considered as service for the purposes of earning vacation, statutory holidays, sick leave or increments.

16. PROTECTIVE CLOTHING

The Corporation shall supply and launder smocks for use in the Machine Room. The Corporation shall make available and launder coveralls and/or smocks for the use of employees when required and authorized by the Municipal Engineer.

17. GRIEVANCE PROCEDURE

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

In the first instance, the grievance shall be stated in writing, and submitted to the Department Head directly concerned, and if the alleged grievance is not settled within five (5) days, the letter of grievance shall be referred to the Association's Grievance Committee.

The grievance shall be brought before the Association's Grievance Committee, who in turn, will meet with the Corporation's Committee within five (5) days of the presentation of the grievance, and make every effort to settle the matter.

Should no settlement be reached within five (5) full working days, the grievance shall be referred to a Board of Arbitration. The Board of Arbitration shall consist of one nominee appointed by the Corporation and one appointed by the Association. These two nominees shall name a third member who shall be Chairman within three days.

Should the nominees of the respective parties fail to select a Chairman, then either party to the Agreement may apply to the Minister of Labour for the Province of British Columbia to appoint such third member. The expenses and compensation to the arbitrators shall be borne by the respective parties. The expenses and compensation for the Chairman shall be borne equally between the parties.

Within ten (10) days following its initial meeting, the Board of Arbitration shall reach a decision and its findings made known. The majority decision shall be final and binding on the parties.

17.1 Wrongful Dismissal

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

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

Wherever a stipulated time is mentioned herein, the said time may be extended by the mutual consent of the Association and the Corporation.

18. GENERAL

- (a) Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this Contract.
- (b) It is agreed that any general conditions presently in force which are not specifically mentioned in this Agreement and are not contrary to its intentions, shall continue in full force and effect for the duration of the Contract.
- (c) It is agreed and understood that with reference to seniority, where an employee has entered the Armed Forces, while in the employ of the Corporation and upon return from the Armed Forces has returned to the employ of the Corporation, such employee shall be credited with the period of time in the Armed Forces, as though it were service with the Corporation. This is to be in effect only during a period of declared hostilities.

19. CAR ALLOWANCE

Car Allowance will be reimbursed according to Car Allowance Policy. (Copy of current rate schedule available in the Personnel Department.)

20. CLASSIFICATION AND EVALUATION OF POSITIONS

The classification, evaluation, reclassification and revaluation of positions covered by this Agreement shall be determined in accordance with the procedure set forth in the current Classification and Evaluation Agreement made between the Corporation and the Union.

21. TECHNOLOGICAL CHANGE

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

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

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

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

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board constituted under clause 17 of this Agreement, by-passing all other steps in the Grievance Procedure.

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

- (a) shall inform the Minister of Labour of its findings; and
- (b) may then or later make any one or more of the following orders:
 - (1) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
 - (2) that the Corporation will not proceed with the Technological Change for such period, not exceeding ninety days, as the Arbitration Board considers appropriate;
 - (3) that the Corporation reinstate any employee displaced by reason of the Technological Change;
 - (4) that the Corporation pay to the employee such compensation in respect of his displacement as the Arbitration Board considers reasonable;
 - (5) that the matter be referred to the Labour Relations Board and upon such reference being made, the provisions of Section 77 of the Labour Code of British Columbia Act shall apply.

The Corporation will give to the Union in writing at least ninety days notice of any intended Technological Change that:

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

22. INTERPRETATION

Interpretation of this Agreement shall be made by the Personnel Department subject to the Grievance Procedure laid down in clause 17 of this Contract.

23. CHANGES AFFECTING THE AGREEMENT

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

24. LABOUR/MANAGEMENT COMMITTEE

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

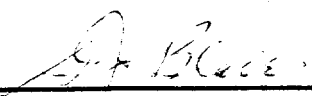
25. MISCELLANEOUS ITEMS

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

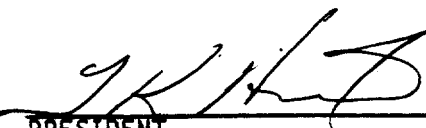
IN WITNESS WHEREOF, The Parties hereto have caused this Agreement to be executed on the day and year in which this Agreement takes effect.

Sealed with the Seal of THE CORPORATION OF THE TOWNSHIP OF RICHMOND and signed by:

Sealed with the Seal of the RICHMOND CIVIC EMPLOYEES' ASSOCIATION, LOCAL 718, and signed by :



MAYOR



PRESIDENT

MUNICIPAL CLERK



VICE-PRESIDENT

SEAL:

"THE CORPORATION OF THE TOWNSHIP OF RICHMOND"

SEAL :

"RICHMOND CIVIC EMPLOYEES ASSOCIATION, LOCAL 718"

SCHEDULE "A"

<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
Accounting Clerk 1	17
Administrative Ass't.--Leisure Services	23
Administrative Assistant - Budgets and Planning	27
Administrative and Accounts Clerk - Police	15
Administrative Clerk - Engineering	17
Administrative Officer - Planning Department	26
Architectural Draftsperson	20
Archivist	22
Area Coordinator--Leisure Services	25
Arena Service Worker I	15 (b)(h)
Arena Service Worker I ■	17 (b)(h)
Assistant Building Maintenance Coordinator	20
Assistant Chief Public Health Inspector	28
Assistant Environmental Control Officer	23
Assistant Manager—Arena and Concessions	22
Assistant Municipal Accountant	26
Assistant Records Clerk - Engineering	11
Assistant Supervisor - Collections	20
Budget and Analytical Accountant	29
Building Clerk	14
Building Clerk/Cashier	14
Building Inspector ■	25 Step 3, 4, & 5
Building Inspector I ■	27
Building Maintenance Worker	16 (b)
Building Maintenance Supervisor	25
Building Service Supervisor	20 (b)(h)
Building Service Worker	13 (d)(h)
Buyer and Administrative Assistant--Fire Department	22
Buyer I	19
Buyer II	24
By-Law Enforcement Officer	19 (h)
Cashier	15
Cashier Clerk	14

<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
Cashier/Receptionist--Minoru Aquatic Centre	11
Chief By-Law Enforcement Officer	24
Chief License Inspector	24
Clerk I	10 (a)
Clerk II	13
Clerk By-Law Enforcement	15
Clerk - Health Programs	16 (j)
Clerk Key-Punch Operator	13 (a)(h)
Clerk - Licensing	13
Clerk - Preventive Health	17 (j)
Clerk - Purchasing	15
Clerk - Recreation Centre	11
Clerk - Stenographer I	10 (a)
Clerk - Stenographer II	12
Clerk - Stenographer III	14
Clerk - traffic	12
Clerk - Typist I	9 (a)
Clerk - Typist II	11
Clerk - Typist III	14
Clerk - Typist--Preventative Health	13
Clerk - Works Yard	13 (g)
Collections Clerk	13
Committee Clerk	19
Communications Operator - Police	16 (d)
Community Facilities Coordinator	21 (h)
Computer Operator	18 (h)
Computer Programmer	22 (h)
Construction Coordinator - Building and Works	27
Coordinator--Arts Centre	22
Coordinator--Outdoor Recreation	22
Coordinator--Special Services	23 (h)
Coordinator--Sports and Fitness	22
Copying Machine Operator I	10 (a)
Copying Machine Operator II	11

<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
Cost Estimator II - Engineering	28 (g)
Cost Estimator I - Engineering	25 (g)
Counsellor - Youth Services	22
Counter Clerk - Police	13 (f)
C.P.I.C. Operator - Clerk	12
Custodian - Sports Pavilion	16 (b)(h)
Deputy Administrator - Long Term Care	27
Dispatcher Clerk I	13 (e)
Dispatcher Clerk II	15 (e)
Draftsperson I ■	17
Draftsperson ■■■	21
Drainage Inspector	21
Election Supervisor/Deputy District Registrar	21 (j)
Emergency Program Coordinator	26
Engineering Assistant - Development and Processing	23
Engineering Assistant I - Utilities	21
Engineering Assistant II - Utilities	26 (j)
Engineering Inspector I	19
Engineering Inspector I ■	21
Engineering Liaison Assistant	19
Engineering Technician	25
Engineering Technician - Draftsperson	23
Engineering Technician - Development and Contract Operations	24
Engineering Technician - Inspections	22
Engineering Technologist	27
Environmental Control Officer	27 (j)
Exhibit Custodian	17
Finance and Administrative Officer	26
Graphics Coordinator	24
Health Clerk - Schools	13
Health Unit Aide	10 (a)
Home Care Services Aide	10 (a)

SCHEDULE "A"
Page 4

<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
Housing Inspector	23 (Steps 3, 4 & 5)
Identification Clerk - Police	13
Information Officer - Leisure Services	20
Instrumentman II	17
Instrumentman III	21
Interpreter/Health Unit Aide	13 (j)
Land Agent I	28
Land Agent II	30
License Inspector	21
Lifeguard/Instructor I	13 (h)
Lifeguard/Instructor II	14 (h)
Manager - Heritage and Cultural Services	27
Manager - Sports, Fitness & Outdoor Recreation	27
Mapping Technician	21
Microfilm Clerk	10 (j)
Municipal Accountant	30
Museum Curator	24
Nature Park Assistant	15
Nature Park Coordinator	22
Nutritionist	23
Office Coordinator - Health Department	19
Office Manager - Engineering	22
Office Supervisor - Building Department	20 (j)
Office Supervisor - Law Department	19 (j)
Outdoor Pool Supervisor	17 (j)
Paymaster	22
Payroll and Accounts Clerk	20
Personnel Assistant I	13 (j)
Personnel Clerk, Works Yard	12 (j)
Personnel, Assistant - Benefits	14
Physiotherapist	22 (h)
Plan Checking Clerk I	20
Plan Checking Clerk II	23
Plan Checking Supervisor	26

SCHEDULE "A"

PAY GRADE Page 5

CLASSIFICATION TITLE

Planner I	28
Planner If	30
Planning Clerk	13
Planning Assistant	19
Planning Technician - Design	24
Plumbing/Gas Inspector I	25 Step 3, 4 & 5
P.I.R.S./O.S.R. Operator 1	12 (j)
P.I.R.S./O.S.R. Operator 2	14 (j)
Pool/Arena Clerk	12
Pool Serviceworker	15 (b)
Pool Supervisor	20 (h)
Programmer Analyst	26
Property Records Clerk	13
Property Services Clerk	18
Psychologist	30 (h)
Public Health Inspector	24 (h)
Public Works Clerk	19
Purchasing Agent	29
Records Clerk - Engineering	13 (j)
Research Analyst - Planning	26
Recreation Leader	15 (h)
Research Officer--Leisure Services	23 (j)
Rodman	12 (a)
Safety and Training Officer	24 (g)
Secretary to the Municipal Clerk	15
Secretary to the Fire Chief	16
Senior Therapist	24 (i)
Social Work Consultant--Community Health	27
Social Worker (Long Term Care)	24
Speech Therapist	25
Supervisor - Development and Subdivisions	31
Supervisor - Eng. Development & Contract Operations	30
Supervisor of Collections	26
Supervisor of Data Processing	29 (h)

<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
Supervisor of Drafting	27
Supervisor of Inspections	27
Supervisor of Surveys	25
Supervisor - Plumbing and Gas Inspections	28
Supervisor - Youth Services	25
Telephone Operator	11
Telephone Operator/Receptionist	11
Technician - Budgets and Planning	23
Traffic Supervisor	28
Traffic Technician I	21
Traffic Technician II	24
Transport Assistant	\$775.05 Bi-weekly--Jan. 1, 1983 \$798.00 Bi-weekly--Jan. 7, 1984 \$830.20 Bi-weekly--Jan. 5, 1985
Vector Control Officer	21
Zoning Administrator	30
Guards and Matrons	13 Step 3 (g)

- (a) Positions in these classes to receive semi-annual increments.
- (b) Based on 37-1/2 hours per week.
- (c) Plus 7% for working 37-1/2 hours per week.
- (d) Plus two (2) pay grades for extra hours.
- (e) Plus 16.3% for working 40 hours per week.
- (f) Plus two (2) pay grades for working 37-1/2 hour week.
- (g) Incumbents in these positions work a 40 hour week.
- (h) Positions in these classes may work, by mutual agreement, a non-standard work day with the understanding that shift differential will be paid for hours worked (excluding overtime) outside the normal working hours.
- (i) Senior Therapist:-
Incumbents work a 72 hour bi-weekly work schedule consisting of nine (9) eight (8) hour work days mutually agreed by the parties. The extra hour worked per week above the standard 35 hour week is accumulated at the rate of .75 hour per week to maximum accumulation of 36 hours in any one year and scheduled as time-off during the calendar year earned.
- (j) Classes and/or pay grades that have been abolished, reclassified and/or revalued subsequent to 1983 January 01 and are only effective up to or from the date such change occurred.

CORPORATION OF THE TOWNSHIP OF RICHMOND

BI-WEEKLY AND MONTHLY SALARY RATE

1983 JANUARY 01 - 1984 JANUARY 06

<u>Classification</u>	<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Bi-weekly	9	531.26	555.18	580.48	606.24	633.37
Monthly	9	1155.00	1207.00	1262.00	1318.00	1377.00
Bi-weekly	10	555.18	580.48	606.24	633.37	661.43
Monthly	10	1207.00	1262.00	1318.00	1377.00	1438.00
Bi-weekly	11	580.48	606.24	633.37	661.43	690.87
Monthly	11	1262.00	1318.00	1377.00	1438.00	1502.00
Bi-weekly	12	606.24	633.37	661.43	690.87	721.69
Monthly	12	1318.00	1377.00	1438.00	1502.00	1569.00
Bi-weekly	13	633.37	661.43	690.87	721.69	754.34
Monthly	13	1377.00	1438.00	1502.00	1569.00	1640.00
Bi-weekly	14	661.43	690.87	721.69	754.34	788.38
Monthly	14	1438.00	1502.00	1569.00	1640.00	1714.00
Bi-weekly	15	690.87	721.69	754.34	788.38	824.26
Monthly	15	1502.00	1569.00	1640.00	1714.00	1792.00
Bi-weekly	16	721.69	754.34	788.38	824.26	861.06
Monthly	16	1569.00	1640.00	1714.00	1792.00	1872.00
Bi-weekly	17	754.34	788.38	824.26	861.06	899.69
Monthly	17	1640.00	1714.00	1792.00	1872.00	1956.00
Bi-weekly	18	788.38	824.26	861.06	899.69	940.63
Monthly	18	1714.00	1792.00	1872.00	1956.00	2045.00
Bi-weekly	19	824.26	861.06	899.69	940.63	982.94
Monthly	19	1792.00	1872.00	1956.00	2045.00	2137.00
Bi-weekly	20	861.06	899.69	940.63	982.94	1027.56
Monthly	20	1872.00	1956.00	2045.00	2137.00	2234.00
Bi-weekly	21	899.69	940.63	982.94	1027.56	1073.56
Monthly	21	1956.00	2045.00	2137.00	2234.00	2334.00

NOTE: The above rates do not include *the* 1-1/2% benefit provision detailed in Clause 14.10.

CORPORATION OF THE TOWNSHIP OF RICHMOND

BI-WEEKLY AND MONTHLY SALARY RATE

1983 JANUARY 01 - 1984 JANUARY 06

<u>Classification</u>	<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Bi-weekly	22	940.63	982.94	1027.56	1073.56	1121.39
Monthly	22	2045.00	2137.00	2234.00	2334.00	2438.00
Bi-weekly	23	982.94	1027.56	1073.56	1121.39	1172.45
Monthly	23	2137.00	2234.00	2334.00	2438.00	2549.00
Bi-weekly	24	1027.56	1073.56	1121.39	1172.45	1225.34
Monthly	24	2234.00	2334.00	2438.00	2549.00	2664.00
Bi-weekly	25	1073.56	1121.39	1172.45	1225.34	1280.08
Monthly	25	2334.00	2438.00	2549.00	2664.00	2783.00
Bi-weekly	26	1121.39	1172.45	1225.34	1280.08	1338.04
Monthly	26	2438.00	2549.00	2664.00	2783.00	2909.00
Bi-weekly	27	1172.45	1225.34	1280.08	1338.04	1398.29
Monthly	27	2549.00	2664.00	2783.00	2909.00	3040.00
Bi-weekly	28	1225.34	1280.08	1338.04	1398.29	1461.31
Monthly	28	2664.00	2783.00	2909.00	3040.00	3177.00
El-weekly	29	1280.08	1338.04	1398.29	1461.31	1527.54
Monthly	29	2783.00	2909.00	3040.00	3177.00	3321.00
Bi-weekly	30	1338.04	1398.29	1461.31	1527.54	1596.53
Monthly	30	2909.00	3040.00	3177.00	3321.00	3471.00
Bi-weekly	31	1398.29	1461.31	1527.54	1596.53	1668.75
Monthly	31	3040.00	3177.00	3321.00	3471.00	3628.00
Bi-weekly	32	1461.31	1527.54	1596.53	1668.75	1743.27
Monthly	32	3177.00	3321.00	3471.00	3628.00	3790.00

NOTE: The above rates do ~~not~~ include the 1-1/2% benefit provision detailed in Clause 14.10.

CORPORATION OF THE TOWNSHIP OF RICHMOND

BI-WEEKLY AND MONTHLY SALARY RATE

1984 JANUARY 07 - 1985 JANUARY 04

<u>Classification</u>	<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Bi-weekly	9	547.36	571.73	597.95	624.63	652.23
Monthly	9	1190.00	1243.00	1300.00	1358.00	1418.00
Bi-weekly	10	571.73	597.95	624.63	652.23	681.21
Monthly	10	1243.00	1300.00	1358.00	1418.00	1481.00
Bi-weekly	11	597.95	624.63	652.23	681.21	711.56
Monthly	11	1300.00	1358.00	1418.00	1481.00	1547.00
Bi-weekly	12	624.63	652.23	681.21	711.56	743.30
Monthly	12	1358.00	1418.00	1481.00	1547.00	1616.00
Bi-weekly	13	652.23	681.21	711.56	743.30	776.88
Monthly	13	1418.00	1481.00	1547.00	1616.00	1689.00
Bi-weekly	14	681.21	711.56	743.30	776.88	811.24
Monthly	14	1481.00	1547.00	1616.00	1689.00	1765.00
Bi-weekly	15	711.56	743.30	776.88	811.84	849.09
Monthly	15	1547.00	1616.00	1689.00	1765.00	1846.00
Bi-weekly	16	743.30	776.88	811.84	849.09	886.81
Monthly	16	1616.00	1689.00	1765.00	1846.00	1928.00
Bi-weekly	17	776.88	811.84	849.09	886.81	926.83
Monthly	17	1689.00	1765.00	1846.00	1928.00	2015.00
Bi-weekly	18	811.84	849.09	886.81	926.83	968.68
Monthly	18	1765.00	1846.00	1928.00	2015.00	2106.00
Bi-weekly	19	849.09	886.81	926.83	968.68	1012.38
Monthly	19	1846.00	1928.00	2015.00	2106.00	2201.00
Bi-weekly	20	886.81	926.83	968.68	1012.38	1058.38
Monthly	20	1928.00	2015.00	2106.00	2201.00	2301.00
Bi-weekly	21	926.83	968.68	1012.38	1058.38	1105.76
Monthly	21	2015.00	2106.00	2201.00	2301.00	2404.00

NOTE: The above rates do not include the 1-1/22 benefit provision detailed in Clause 14.10.

CORPORATION OF THE TOWNSHIP OF RICHMOND

BI-WEEKLY AND MONTHLY SALARY RATE

1984 JANUARY 07 - 1985 JANUARY 04

<u>Classification</u>	<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Bi-weekly	22	968.68	1012.38	1058.38	1105.76	1154.97
Monthly	22	2106.00	2201.00	2301.00	2404.00	2511.00
Bi-weekly	23	1012.38	1058.38	1105.76	1154.97	1207.40
Monthly	23	2201.00	2301.00	2404.00	2511.00	2625.00
Bi-weekly	24	1058.38	1105.76	1154.97	1207.40	1262.14
Monthly	24	2301.00	2404.00	2511.00	2625.00	2744.00
Bi-weekly	25	1105.76	1154.97	1207.40	1262.14	1318.25
Monthly	25	2404.00	2511.00	2625.00	2744.00	2866.00
Bi-weekly	26	1154.97	1207.40	1262.14	1318.25	1378.06
Monthly	26	2511.00	2625.00	2744.00	2866.00	2996.00
Bi-weekly	27	1207.40	1262.14	1318.25	1378.06	1440.15
Monthly	27	2625.00	2744.00	2866.00	2996.00	3131.00
Bi-weekly	28	1262.14	1318.25	1378.06	1440.15	1505.00
Monthly	28	2744.00	2866.00	2996.00	3131.00	3272.00
Bi-weekly	29	1318.25	1378.06	1440.15	1505.00	1573.54
Monthly	29	2866.00	2996.00	3131.00	3272.00	3421.00
Bi-weekly	30	1378.06	1440.15	1505.00	1573.54	1644.37
Monthly	30	2996.00	3131.00	3272.00	3421.00	3575.00
Bi-weekly	31	1440.15	1505.00	1573.54	1644.37	1718.89
Monthly	31	3131.00	3272.00	3421.00	3575.00	3737.00
Bi-weekly	32	1505.00	1573.54	1644.37	1718.89	1795.70
Monthly	32	3272.00	3421.00	3575.00	3737.00	3904.00

NOTE: The above rates do not include the 1-1/22 benefit provision detailed in Clause 14.10.

CORPORATION OF THE TOWNSHIP OF RICHMOND

81-WEEKLY AND MONTHLY SALARY RATE

1985 JANUARY 05 - 1985 DECEMBER 31

<u>Classification</u>	<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Bi-weekly	9	569.44	594.73	621.87	649.47	678.45
Monthly	9	1238.00	1293.00	1352.00	1412.00	1475.00
Bi-weekly	10	594.73	621.87	649.47	678.45	708.34
Monthly	10	1293.00	1352.00	1412.00	1475.00	1540.00
Bi-weekly	11	621.87	649.47	678.45	708.34	740.08
Monthly	11	1352.00	1412.00	1475.00	1540.00	1609.00
Bi-weekly	12	649.47	678.45	708.34	740.08	773.20
Monthly	12	1412.00	1475.00	1540.00	1609.00	1681.00
Bi-weekly	13	678.45	708.34	740.08	773.20	808.16
Monthly	13	1475.00	1540.00	1609.00	1681.00	1757.00
Bi-weekly	14	708.34	740.08	773.20	808.16	844.49
Monthly	14	1540.00	1609.00	1681.00	1757.00	1836.00
Bi-weekly	15	740.08	773.20	808.16	844.49	883.13
Monthly	15	1609.00	1681.00	1757.00	1836.00	1920.00
Bi-weekly	16	773.20	808.16	844.49	883.13	922.23
Monthly	16	1681.00	1757.00	1836.00	1920.00	2005.00
Bi-weekly	17	808.16	844.49	883.13	922.23	964.08
Monthly	17	1757.00	1836.00	1920.00	2005.00	2096.00
Bi-weekly	18	844.49	883.13	922.23	964.08	1007.32
Monthly	18	1836.00	1920.00	2005.00	2096.00	2190.00
Bi-weekly	19	883.13	922.23	964.08	1007.32	1052.86
Monthly	19	1920.00	2005.00	2096.00	2190.00	2289.00
Bi-weekly	20	922.23	964.08	1007.32	1052.86	1100.69
Monthly	20	2005.00	2096.00	2190.00	2289.00	2393.00
Bi-weekly	21	964.08	1007.32	1052.86	1100.69	1149.91
Monthly	21	2096.00	2190.00	2289.00	2393.00	2500.00

NOTE: The above rates do not include the 1-1/2% benefit provision detailed in Clause 14.10.

CORPORATION OF THE TOWNSHIP OF RICHMOND

BI-WEEKLY AND MONTHLY SALARY RATE

1985 JANUARY 05 - 1985 DECEMBER 31

<u>Classification</u>	<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Bi-weekly	22	1007.32	1052.86	1100.69	1149.91	1200.97
Monthly	22	2190.00	2289.00	2393.00	2500.00	2611.00
Bi-weekly	23	1052.86	1100.69	1149.91	1200.97	1255.70
Monthly	23	2289.00	2393.00	2500.00	2611.00	2730.00
Bi-weekly	24	1100.69	1149.91	1200.97	1255.70	1312.74
Monthly	24	2393.00	2500.00	2611.00	2730.00	2854.00
Bi-weekly	25	1149.91	1200.97	1255.70	1312.74	1371.15
Monthly	25	2500.00	2611.00	2730.00	2854.00	2981.00
Bi-weekly	26	1200.97	1255.70	1312.74	1371.15	1433.25
Monthly	26	2611.00	2730.00	2854.00	2981.00	3116.00
Bi-weekly	27	1255.70	1312.74	1371.15	1433.25	1497.64
Monthly	27	2730.00	2854.00	2981.00	3116.00	3256.00
Bi-weekly	28	1312.74	1371.15	1433.25	1497.64	1565.26
Monthly	28	2854.00	2981.00	3116.00	3256.00	3403.00
Bi-weekly	29	1371.15	1433.25	1497.64	1565.26	1636.55
Monthly	29	2981.00	3116.00	3256.00	3403.00	3558.00
Bi-weekly	30	1433.25	1497.64	1565.26	1636.55	1710.15
Monthly	30	3116.00	3256.00	3403.00	3558.00	3718.00
Bi-weekly	31	1497.64	1565.26	1636.55	1710.15	1787.42
Monthly	31	3256.00	3403.00	3558.00	3718.00	3886.00
Bi-weekly	32	1565.26	1636.55	1710.15	1787.42	1867.45
Monthly	32	3403.00	3558.00	3718.00	3886.00	4060.00

NOTE: The above rates do ~~not~~ include the 1-1/2% benefit provision detailed in Clause 14.10.

CORPORATION OF THE TOWNSHIP OF RICHMOND

MISCELLANEOUS HOURLY RATES

<u>CLASSIFICATION TITLE</u>	<u>JANUARY 1ST, 1983</u>	<u>JANUARY 7th, 1984</u>	<u>JANUARY 5th, 1985</u>
ATTENDANT	\$6.78	\$6.98	\$7.26
HEAD ATTENDANT	\$7.25	\$7.47	\$7.77
PLAYGROUND AREA COORDINATOR	\$9.02	\$9.29	\$9.66
PLAYGROUND LEADER If	\$7.09	\$7.30	\$7.59
PLAYGROUND LEADER ■	\$6.78	\$6.98	\$7.26
JUNIOR LIFEGUARD INSTRUCTOR	\$7.33	\$7.55	\$7.85

SCHEDULE "B"TEMPORARY AND CASUAL EMPLOYEES

1. The following definitions shall come into effect at 11:59 p.m. on 1978 December 31, replacing all existing definitions, provided that all other existing provisions contained in the existing definitions sections shall remain intact, e.g., the Local 23 probationary requirement:

A Regular Full-time Employee is an employee who is employed on a full-time basis of 35, 37-1/2, 40 or such other number of weekly hours as is recognized in the collective agreement as normal for a particular class of positions, for an indefinite period of time.

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

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

An Auxiliary Employee is any other employee.

It is understood and agreed that an employee hired into a Local 394 or Local 1004 bargaining unit on a full-time basis shall be considered to be a Regular Full-time Employee, unless the period of time for which he is expected to be employed is definitely limited so as to render him a Temporary Full-time Employee.

2. Separate pools will be established for seniority purposes effective 11:59 p.m. on 1978 December 31 in each jurisdiction, i.e., one or more Regular Seniority Pools depending upon existing practice and an Auxiliary Seniority Pool.
3. Access to the Regular Seniority pool will be extended to:
 - (a) all Regular Full-time Employees upon completion of the probationary period contained in their respective 1978 collective agreements;
 - (b) all Temporary Full-time Employees upon completion of the probationary period contained in their respective 1978 collective agreements;
 - (c) all Regular Part-time Employees upon completion of the same number of hours as are applicable to a Regular Full-time Employee occupying a similarly classified position.

- (d) any other employee whose 1978 collective agreement provides access to the Regular Seniority Pool or Pools.
4. Upon qualifying for a Regular Seniority Pool, an employee will be credited with his full period of service or all hours worked since his first day of employment in one or other of the eligible categories, i.e. Regular Full-time, Temporary Full-time or Regular Part-time. For the purposes of this paragraph 4, the expressions "full period of service" and "hours worked" shall be interpreted by each individual Employer and by its respective local Union in accordance with present agreement.
 5. Access to each Auxiliary Seniority Pool will be extended to all Auxiliary Employees upon the conditions set forth in paragraphs 6-20 inclusive.
 6. Effective 11:59 p.m. on 1978 December 31, all Auxiliary Employees who were employed during 1978, will be credited with the total number of hours which they worked for their Employer during 1978, and all Auxiliary Employees who were employed during 1977, and who worked 900 hours or more for their Employer during 1977, will be credited with the total number of hours which they worked for their Employer during 1977.
 7. As soon as an Auxiliary Employee has worked 1500 hours within 60 consecutive calendar years, such employee will gain entry onto the Auxiliary seniority list in his or her jurisdiction, and will be deemed to possess seniority.
 8. Upon gaining entry onto the Auxiliary seniority list, an employee will be credited with the number of hours worked in any class of positions, and will hold class seniority in any such class accordingly.
 9. An employee who has gained entry onto the Auxiliary seniority list, will continue to accumulate class seniority in any class in which he or she works in accordance with the number of hours worked in a position within such class.
 10. An Auxiliary employee's seniority will be lost as the result of a break in service with the Employer which exceeds one year.
 11. Where pay ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the number of hours served by a regular full-time employee for such eligibility.

12. Each Employer is to elect not later than 1978 September 01 whether class seniority is to be exercised bargaining unit wide or within some narrower parameters, e.g. by program or by geographical area. Such decisions will not be made until each local union has been provided with a full opportunity to submit suggestions and to discuss the matter. In the case where any problem or disagreement arises between local parties, it will be understood that a CUPE staff representative and the GVRD Director of Labour Relations will be available to assist such local parties.
13. The decisions of the various Employers will be reported to the CUPE JNC by the GVRD Labour Relations Department within the first week of September 1978.
14. In the event of a layoff of Auxiliary employees within a class (whether the layoff takes place within a program, a geographical area or across the entire bargaining unit) those employees having greatest seniority within the class shall be the last ones laid off.
15. Other than as might be provided for pursuant to the terms of paragraph 14 herein, no auxiliary employee shall have the right to bump another employee after having been laid off.
16. An Auxiliary employee having class seniority, and having been laid off, must, if he wishes to be considered for future Auxiliary employment, elect to register himself with his Employer for future Auxiliary employment in which case he will be given preference in hiring for future vacancies within various classes on the basis of his class seniority.
17. Registration for future Auxiliary employment will be made upon a standard form which will be signed and dated by the applicant and which will state the classes within which the applicant would be willing to accept a position. The completed form will be signed and dated by an authorized representative of the Employer, and both the applicant and the Union will be provided with a copy by way of receipt.
18. When an Auxiliary employee who has attained class seniority, who has been laid off and who has registered for future Auxiliary employment, also registers his desire to be taken into consideration for Auxiliary work in a class for which he does not possess class seniority, he shall be taken into consideration for appointment to a position within such new class on the basis of his skills, knowledge and ability, and in any case where there is no registered applicant possessing seniority in the new class in question, and where his skills, knowledge and ability are sufficient so as to render him qualified, then:

SCHEDULE "B"
Page 4

- (a) **it the** Auxiliary employee is the only registered and qualified applicant, **he** shall be appointed to the **said** position.
- (b) **if** the Auxiliary employee is one of several registered and qualified applicants, the appointment to the said position shall be based on **their relative** skills, knowledge and ability, and **if their** skills, knowledge and ability are considered to be equal, **then** the registered and qualified applicant possessing the greatest total Auxiliary **seniority** with the Employer shall be appointed.
19. Auxiliary **pool seniority** may be exercised **commencing** at 11:59 p.m. on **1978 December 31**.
20. All **existing** practices which recognize the **accumulated** seniority of Auxiliary employees, and which are **clearly** recognized by **mutual agreement between** a Union and an Employer, will continue to be recognized until **11:59 p.m. on 1978 December 31**.
21. **Fringe** benefit provisions will not be altered during **1978** as a result of **the** foregoing,
22. Effective **1979 January 01**, all Auxiliary and Regular Part-time Employees shall be governed by **the following benefit** provisions which shall be substituted in lieu of all **benefit** provisions in effect during **1978**:
- (1) Subject to the provisions of paragraph 22A hereof, **commencing with the first day of employment**, all Auxiliary and Regular Part-time Employees shall receive an amount equal to **10%** of their total **earnings** (i.e. including overtime pay) in lieu of **annual** vacations, **statutory holidays**, group life, medical, extended health benefits and dental coverage, except that any Regular Part-time Employee who was during **1978** in receipt of **benefits**, may by means of written notice to his Employer prior to **December 1, 1978** opt to **continue** receiving such benefits in lieu of the **10% payment**. Any such option shall be irrevocable and shall remain in full force and effect for as long as such employee continues to be employed as a Regular Part-time Employee. No other benefits will be provided to Auxiliary or Regular **Part-time** Employees unless expressly stated in this paragraph 22.
- (2) A statutory holiday will be treated as a **normal** working day for all Auxiliary and Regular Part-time Employees. Thus, an **employee** who works on a statutory holiday will be paid at straight time rates for the **normal daily hours** and at normal overtime rates for any hours worked in excess of **normal** daily or **weekly** hours. Similarly, an employee who does not work on a statutory holiday will not receive any pay or compensating time off in lieu of the holiday.

- (3) Normal daily and weekly hours shall be deemed to be 8 and 40 respectively for all Auxiliary Employees except in the case of an Auxiliary Employee working in a position normally occupied by a Full-time Employee whose normal hours shall be deemed to be the normal hours of the Auxiliary Employee.
- (4) For purposes of applying overtime rates, normal daily and weekly hours for all Regular Part-time Employees shall be deemed to be those of a Regular Full-time Employee whose position is similarly classified.
- (5) (a) Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the collective agreement as operating on a 7-day week basis, shall be permitted to work at straight time rates for up to eight (8) hours per day on any five (5) days during a work week (which for the purposes of this clause shall be deemed to commence at 12:01 a.m. on Monday morning and to end at 11:59 p.m. on the immediately following Sunday).
- (b) Any employee who is employed as an Auxiliary employee in a position assigned to a class of positions which is recognized pursuant to the collective agreement as operating on a 6-day week basis, shall be permitted to work at straight time rates for up to eight (8) hours per day on any five (5) days during the 6-day week as defined in the collective agreement.
- (6) None of the negotiated provisions in the 1977 collective agreements permitting employees to work other than the normal work week, shall be disturbed by the provisions of paragraph (5) herein.
- (7) Overtime rates will be paid on the following basis to all Auxiliary and Regular Part-time Employees:
- (a) Time and one-half for the first 4 hours worked in excess of the normal daily hours in a day;
- (b) Two times for hours worked beyond 4 in excess of the normal daily hours in a day;
- (c) Except with respect to employees of the Township of Richmond, in any case where an employee has already performed work on five days during the week, time and one-half for any hours worked prior to 12:00 noon on his sixth day of work in that week, two times for hours worked after 12:00 noon on his sixth day, and two times for all hours worked on his seventh day of work in that week.

(d) With respect to employees of the Township of Richmond, in any case where an employee has already performed work on five days during the week, two times for any hours worked on his sixth and seventh days of work in that week.

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

22A. Effective 1981 May 01 the provisions of paragraph 22(1) are hereby modified as follows:

- (1) Auxiliary Employees will remain entitled to 10% of regular earnings which premium payment shall be considered to be in lieu of all benefits including those providing time off with pay such as bereavement leave, except that those employees who have acquired Auxiliary seniority, shall effective 1981 January 01 become entitled to 14% in lieu of 10%.
- (2) Regular Part-time Employees who have worked the equivalent of 6 months (e.g., 913 hours) and who regularly work 20 or more hours per week, shall be provided as soon as possible following 1981 April 30 with a one-time choice between receiving 14% of regular salary in lieu of all benefits except those listed in paragraph (3) below, or actual benefits coverage. In any case where an eligible employee opts for benefits coverage, the Employer will contribute its contractual portion of premiums pro-rated by the proportion of regular full-time weekly hours which the Regular Part-time Employee normally works, and the employee will be required to pay the balance of the premiums.
- (3) All Regular Part-time Employees who have worked the equivalent of 6 months, shall be entitled to the same Bereavement Leave, Maternity Leave, Adoption Leave and Jury-Witness Duty provisions to which Regular Full-time Employees are entitled on a pro-rated basis, but if having Opted for 14% in lieu of all other benefits, shall not be paid such 14% when on unpaid leave of absence.
- (4) All Regular Part-time Employees who have worked less than the equivalent of 6 months, shall be entitled to receive 10% of regular salary in lieu of all benefits, and those who have worked the equivalent of 6 months but have not opted for actual benefits coverage, shall be entitled to receive 14% of regular salary in lieu of all benefits except those listed in paragraph (3) above.

- (5) Any Regular Part-time or Auxiliary Employee who is currently receiving actual benefits coverage, will be provided as soon as possible following 1981 April 30 with a one-time choice between continuing to receive actual benefits coverage, or receiving 14% of regular salary in lieu of all benefits except those listed in paragraph (3) above.
23. Effective 1979 January 01, and subject only to the provisions of paragraph 24 below, all Temporary Full-time Employees shall be provided with benefits on the same basis as they are provided to Regular Full-time Employees by their respective Employers, except that no Temporary Full-time Employee shall be entitled to Dental Plan coverage or coverage under the Pension (Municipal Act) until he or she has been employed continuously for 12 months.
24. Any Temporary Full-time Employee who becomes entitled to Dental Plan coverage during 1978 under his or her respective collective agreement, shall retain such coverage on and after 1979 January 01, notwithstanding the provisions of paragraph 23 above.
25. In any case arising after 11:59 on 1978 December 31, where Temporary Full-time Employees are hired for a specific project and are advised at the time of being hired of the expected duration of the project, the Employer will notify the Union as soon as possible in the event circumstances subsequently arise which have the effect of terminating the project earlier than had been expected and announced.

DAILY GUARANTEE

It is agreed that prior to 1978 December 31 the provisions of the new standard clause referred to in clause 3.1 of the Agreement will not be applied to those situations where the nature of the work is such that Auxiliary Employees as defined by the parties pursuant to the first part of this Schedule "E" herein, are required to work for periods shorter than four hours per day. In such situations, it is furthermore agreed that the parties will make joint application to the B.C. Board of Industrial Relations for exemption from the provisions of B.C. General minimum Wage Order No. 1 (1975).

COMPRESSED WORK WEEK FORMULA

With respect to the Unions' proposal in 1977 for a Compressed Work Week based on present hours, it is agreed that decisions regarding whether or not, and, if so, to what extent compressed work weeks should be introduced into the operation of any of the Employers, should be made in local discussions between individual Employers and their respective Local Unions. It is agreed, however, that arrangements for the conversion of fringe benefits from a 5-day week basis to a 4-day week basis or to a 9-day fortnight basis shall be made in accordance with one or other of the standard formulas the details of which are set forth in Appendix "A" which is attached to this Schedule "8".

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

APPENDIX "A"

This is the Appendix referred to on Page 7 of Schedule "B" (Compressed Work Week Formula).

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

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

1. Basic annual working hours shall be calculated as 260.89 x daily working hours as per the 5-day week; e.g. $260.89 \times 7 = 1826-1/4$, or $260.89 \times 7.5 = 1956.675$.
2. Basic annual statutory holiday hours shall be calculated as 11 x daily hours as per the 5-day week; e.g. $11 \times 7 = 77$, or $11 \times 7.5 = 82.5$.
3. Account shall be taken of the difference in basic annual rest period allowances; e.g. $52.178 \text{ weeks} \times 5 \text{ days} \times 20 \text{ minutes} (=86.96 \text{ hours})$ in the case of the standard 5-day week; $52.178 \times 4 \times 20 \text{ minutes} (=69.57 \text{ hours})$ in the case of the 4-day week; and $52.178 \times 4.5 \times 20 \text{ minutes} (=73.27 \text{ hours})$ in the case of the 9-day fortnight.
4. Employees shall have at least two of their days off in any week consecutive, and such days off shall for purposes of overtime pay be deemed to be the "first scheduled rest day" and the "second scheduled rest day". Pay for any work on the third day off in any week shall be in accordance with normal daily overtime rates.
5. For the purposes of overtime pay on scheduled working days, normal daily working hours and the normal work week shall be considered to be those lengths of time established by the parties pursuant to paragraph 3 herein.
6. Annual Vacation entitlement and all credits for Deferred Vacation, Sick Leave benefits and Gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee's credit by the daily working hours as per the previous 5-day week. All deductions or debits shall be made on the basis that each working day of absence shall be measured as the length of time established by the parties pursuant to paragraph 3 herein.

7. Notwithstanding any clause in a collective agreement to the contrary, an employee shall not receive pay for acting senior capacity where he or she has been temporarily required to accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the compressed work week.
8. In order to establish the length of the compressed work day and the compressed work week, the parties are to be governed by the principle that the basic annual working hours less basic annual statutory holiday hours and less basic annual rest period allowances are to remain the same under the compressed work week as they were under the standard work week.
- The parties will be free to decide how to deal with the matter of statutory holidays in accordance with one or other of the three following ways, and their decisions will determine automatically the lengths of the compressed work day and work week:
- (a) Revert to a standard 5-day week in any week when a statutory holiday occurs;
 - (b) Change days off during any week when a statutory holiday occurs in order that each employee will work on 4 days in every week of the year with the sole exception being when Christmas Day and Boxing Day are observed in the same week in which case each employee will work 3 days in that week and 5 days in the immediately preceding week.
 - (c) Have a compressed work day off with pay for each statutory holiday, and owe the Employer the difference in hours between the length of the compressed work days and the length of the employee's former standard work day.
9. Whenever any doubt arises as to how the fringe benefit conversion should be made with respect to any item (whether or not covered by this Appendix 'A'), the doubt shall be resolved by reference to the basic principle agreed upon by all parties to this Memorandum, i.e., there shall be no additional salary or benefit cost to the Employer, and no reduction in the salaries or benefits received by the employees.
10. In the event any Employer and its respective Union wish to amend or continue an existing experimental compressed work week, or wish to introduce a compressed work week, they will be required to obtain the approval of the Joint Language Sub-Committee with respect to their proposed formula for converting employee fringe benefits.

SCHEDULE "C"GROUP LIFE INSURANCE

1. All existing policies covering employees in the bargaining units listed in paragraph (2) below, shall be terminated on, or as soon after 1978 April 01 as the necessary replacement arrangements can be made, and shall be replaced by a single policy to be held by the Greater Vancouver Regional District's Labour Relations Department on behalf of all of the Employers listed in paragraph (2).
2. The following bargaining units are covered by the terms contained in this Report:
 - District of Coquitlam and CUPE Local 386
 - Corporation of Delta and CUPE Local 454
 - Delta Police Board and CUPE Local 454
 - New Westminster and CUPE Local 387
 - North Shore Union Board of Health and CUPE Local 389
 - North Vancouver City and CUPE Local 389
 - North Vancouver District and CUPE Local 389
 - North Vancouver Recreation Commission and CUPE Local 389
 - North Vancouver School District and CUPE Local 389
 - Richmond and CUPE Local 394
 - Richmond and CUPE Local 718
 - City of Vancouver and CUPE Local 1004
 - Vancouver Park Board and CUPE Local 1004
 - City of Vancouver and VMREU
 - Vancouver Park Board and VMREU
 - Vancouver Police Board and VMREU
3. The underwriter for the replacement policy will be selected by the Joint Committee from amongst those companies which submitted competitive bids in response to the specifications issued in December 1977 by the Consultants to the Joint Committee.
4. The replacement policy will provide uniform coverage for all eligible active employees up to age 65 as follows:
 - (a) Effective 1978 April 01 (or such later date as may be dictated by the need to make the various arrangements): one (1) times basic annual salary, which shall be computed to the next higher \$1,000, with a clause providing for the full amount of an employee's coverage to be paid out in instalments in the event of total and permanent disability arising prior to the employee attaining the age of 60.
 - (b) Effective 1979 July 01: as in paragraph (a) except one and one-half (1-1/2) times basic annual salary, which shall be computed to the next higher \$1,000.

SCHEDULE "C"
Page 2

- (c) Effective 1979 December 01: removal of the instalment disability clause described in paragraph (a) and insertion of a clause providing for the continuation of coverage until age 65 without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age 65.
5. The eligibility for active employees which is referred to in paragraph (4) above, is that period of time set forth in each collective agreement.
 6. The replacement policy will provide uniform coverage for all employees who retire at age 65, or who terminate their employment having qualified for full vacation pursuant to the formula introduced in the 1978 settlement with the CUPE Locals, as follows:

Effective 1978 April 01 (or such later date as may be selected for the introduction of the replacement policy for active employees): \$1,000.00.
 7. Any employee who had retired prior to 1978 April 01 or such later date first referred to as a possibility in paragraph (4)(a), and who was entitled to coverage in an amount higher than \$1,000.00 will retain the higher amount of coverage.
 8. For the period commencing with the first day on which the replacement policy is in effect, and running until 1978 December 31; both dates inclusive, the apportionment of premium cost as between the Employers and the active employees will be such as will maintain the Employers' composite 1978 costs at the same level they would have been in 1978 if there were to have been no change in coverage. The calculation necessitated by this Agreement will be made by the Joint Committee as soon as that Committee has selected the new underwriter.
 9. Effective 1979 January 01, the premium cost will be divided equally as between the Employers and the active employees.
 10. The cost of the \$1,000.00 coverage for retired employees will be incorporated into the premiums borne equally by the Employers and the active employees.
 11. The provisions agreed to between the parties do not apply to the Corporation of the District of Burnaby or to the Burnaby Library Board or to CUPE Local 23, and none of those parties may raise the subject matter of Group Life Insurance during the remaining course of the 1978 joint or local negotiations.

12. The subject matter of Group Life Insurance, including such matters as amount and type of coverage and premium sharing, shall not be raised by either party as a subject for negotiations in 1979 except that:
- (a) in the event the parties decide to enter into multi-year collective agreements covering 1979 and subsequent years, the said subject matter will be permitted to be raised with respect to the period commencing on 1980 January 01; and
 - (b) the prohibition contained in this paragraph (12) shall not apply either to the Corporation of the District of Burnaby or to the Burnaby Library Board or to CUPE Local 23.

SCHEDULE "D"JOINT STANDING COMMITTEE ON STANDARDIZATION - TERMS OF REFERENCE

1. The Committee shall be known as the Joint Standing Committee on Standardization, and shall consist of not more than five (5) representatives of the Employers and not more than five (5) representatives of the Unions.
2. Its existence will be based upon a common understanding on the part of all the individual Employers and all the individual Local Unions that some degree of standardization of the language of the collective agreements is desirable.
3. The primary purpose of the Joint Committee will be to identify those provisions which it would be desirable to standardize, and its secondary purpose will be to establish a list of priority items for further review.
4. It is considered desirable in principle that the Initial efforts of the Joint Committee be directed towards those provisions which are already substantially standardized, and which might be completely standardized with the least controversy and difficulty.
5. The Joint Committee will not have authority to amend any existing provisions, but will carry on its work on the basis of preparing recommendations for its principals. The Joint Committee will decide if and when to make its recommendations.

The Joint Committee will require the full support and cooperation of all individual Employers and Unions both in the matter of collecting information concerning existing practices and also in the matter of obtaining suggestions with respect to its work in general.

It should be recognized that it is very likely that standardization of certain provisions will be seen to be undesirable, and it is appropriate to stress that the Joint Committee will not be pursuing the goal of standardization for its own sake.

It should also be recognized at the outset that the progress of the Joint Committee is likely to be slow, -and that any significant degree of progress is likely to span several years of ongoing work.

SCHEDULE "E"SUPPLEMENTARY VACATIONSupplementary Vacations: Explanation of the Table

The upper left hand figure in each box shows the number of working days of regular annual vacation. The lower right hand figures show the number of working days of supplementary vacation and appear in the calendar year in which they are credited but prior to the one in which the next 5 days are credited.

Example: An employee hired in 1971 is in his 11th calendar year during 1981. The employee in 1981 will be credited with 5 supplementary working days which may be taken at any time between 1981 and 1985. In 1986 the employee will be credited with a further 5 supplementary working days.

In summary, except for the transitional days credited in 1977, each employee will receive one supplementary week of vacation at the beginning of each 5 years following completion of 10 calendar years of service, with each supplementary week to be taken during the course of the 5-year period.

TABLE OF REGULAR ANNUAL VACATION AND SUPPLEMENTARY
VACATION ENTITLEMENT IN WORKING DAYS FOR THE YEARS 1981 TO 1990
BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990
1982	-	-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	15/-
1981	-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-
1980	15/-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5
1979	15/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-
1978	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-
1977	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-
1976	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/-
1975	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/-	20/5
1974	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/-	20/5	20/-
1973	15/-	20/-	20/5	20/-	20/-	20/-	20/-	20/5	20/-	20/-
1972	20/-	20/5	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-
1971	20/5	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-
1970	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5
1969	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-
1968	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-
1967	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-
1966	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-
1965	20/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5
1964	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-
1963	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-
1962	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-
1961	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-
1960	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5
1959	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1958	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1957	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1956	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1955	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1954	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1953	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1952	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-

SCHEDULE "F"MISCELLANEOUS 1981 NEGOTIATED ITEMS**1. JOINT COMMITTEE REVIEW OF PESTICIDE AND HERBICIDE APPLICATIONS AND OTHER POSSIBLE DIRTY APPLICATIONS**

As soon as possible following ratification of this Memorandum of Agreement by all parties, a joint committee shall be struck for the purpose of examining the Unions' case for extending an hourly premium (which shall be limited to 25 cents) to other "dirty" situations including application of pesticides and herbicides. The joint committee shall comprise an equal number of Employer and Union representatives, and shall deal with the matters before it on a regional basis. The joint committee shall include representatives of both CUPE and VMREU, and shall have the power to make final and binding decisions on the parties by majority decision. There shall be no avenue beyond the joint committee for the purposes of decision-making or appealing its decisions.

2. HANDICAPPED WORKERS

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

3. HUMAN RIGHTS, SEXUAL HARASSMENT, PERSONAL DUTIES

The Employers agree to draft a policy statement designed to draw the attention of department heads and other employees' supervisors to the provisions of the B.C. Human Rights Code. The Employers also agree to provide for Union input into the policy statement, and to make reference to it in the new collective agreements. The policy statement will be accompanied by specific procedures for handling employee complaints.

4. JOB EVALUATION SYSTEM

The Employers undertake to continue the review which Burnaby and CUPE Local 23 commissioned the GVRD Labour Relations Department to make regarding the feasibility of developing a quantitative job evaluation system, and agree to make known the findings to all CUPE Locals and to the VMREU as soon as they are made.

5. ICBC DRIVING PENALTIES

As soon as possible following ratification of this Memorandum of Agreement and settlement of the current dispute between ICBC and the OTEU, a Joint committee shall be struck for the purpose of examining

the application of ICBC's insurance programs impacting those employees who drive on their Employer's business. The joint committee shall comprise three Employer and three Union representatives, and shall deal with the matter before it on a regional basis. The joint committee shall include representatives of both CUPE and the VMREU, and shall be empowered to make recommendations to the parties by majority decision. There shall be no avenue beyond the joint committee for the purposes of decision-making of appealing its recommendations.

SCHEDULE "G"1. Benefits Committee--Terms of Reference

A Joint Benefits Committee shall be established no later than four months following 1984 July 18.

The Joint Benefits Committee shall consist of four representatives of the "Employers" and four representatives of the "Unions".

The Joint Benefits Committee shall meet as often as necessary (no less than monthly) to study and review "Health and Welfare Benefits" for CUPE/ VMREU. The review shall include such topics as:

1. The Employer paying 100% of benefit premiums.
2. The subject of the administration of the benefits plans including tendering, designation of carriers, surpluses, and deficits.
3. The Union assuming responsibility for short term sick leave.
4. The subject of standardizing benefit levels including qualifying period for benefits, the coverage levels and the cost sharing arrangements contained therein.
5. The subject of discontinuing the current \$1000 paid up life insurance policy for retired employees.
6. A long term disability insurance plan.

The Committee shall report its findings and any recommendations to their respective bargaining committees for the renewal of their next Collective Agreements. Where a recommendation is approved by the principals of both parties, such recommendation may be implemented prior to the next round of collective bargaining.

SCHEDULE "H"
LETTER OF UNDERSTANDING

Layoff and Recall

1. Effective on 1984 July 09 and up to 11.59 p.m. on 1985 December 31 the Employers agree that they will not apply the provisions of the Public Sector Restraint Act (Bill 3) in effecting layoffs,
2. Effective on 1984 July 09 and up to 11.59 p.m. on 1985 December 31 the Unions agree that they will not unilaterally apply for an exemption from the Public Sector Restraint Act (Bill 3),
3. Following 1984 July 09 an individual Employer or an individual Union may require the other to meet and discuss the subject of layoff and recall during the term of the 1983-85 Collective Agreement.
4. This Letter of Understanding will expire at 11.59 p.m. on 1985 December 31.

SCHEDULE "I"EMPLOYMENT STANDARDS ACT PRINCIPLES

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

- (1) That, except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout and non-standard work week provisions) employees shall have not less than 8 consecutive hours free from work between each shift worked and not less than 32 consecutive hours free from work between each week. Where an employee is required to work within the 8 or 32 hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.
- (2) That where an employee works a split shift, the shift shall be completed within 12 hours of commencing such shift.
- (3) The eating period provided under the 'Hours of Work' provision of the Agreement shall be scheduled so as to prevent an employee from working more than 5 consecutive hours without an eating period. Commencing one month following 1984 July 9th Regular Part-Time and Auxiliary Employees shall not work more than 5 consecutive hours without an unpaid eating period.