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NO. OF EMPLOYEES 350

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# COLLECTIVE AGREEMENT

#### Between

# THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER

and

THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION, LOCAL 395

1991 January 01 to 1993 December 31

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THIS AGREEMENT made the 1st day of January in the year of our Lord ONE THOUSAND NINE HUNDRED AND NINETY ONE (1991)

#### BETWEEN :

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER (hereinafter called the "Municipality")

of the First Part

AND:

THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION, LOCAL 395

(hereinafter called "The Association")

of the Second Part

WHEREAS the Municipality approves and recognizes the Association as the sole bargaining agency on behalf of all its employees, excepting those employees excluded under the Industrial Relations Act of British Columbia, and excepting those certified under other bargaining units certified under said Act.

AND WHEREAS it is thought desirable that method8 of bargaining and all matters pertaining to the working conditions of the employee be drawn up in an Agreement, the following shall so apply:

#### 2. TERM OF AGREEMENT

- (a) This Agreement shall be effective for a three (3) year period from 1991 January 01 to and including 1993 December 31, and shall remain in full force and effect from year to year thereafter unless written notice of intent to terminate or amend the Agreement is given by either party in accordance with the time limits outlined in Section 66 of the Industrial Relations Act of British Columbia.
- (b) It is agreed that Section 66(2) of the Industrial Relations Act of British Columbia shall be specifically excluded from and shall not apply to this Collective Agreement.
- (c) If no agreement is reached at the expiration of this Agreement and negotiations are continued, this Agreement shall remain in force up to the time an Agreement is reached or until negotiations are discontinued by either party.

#### 3. ASSOCIATION SECURITY

- (a) It is agreed that employees who are at present members of the Association shall remain so as a condition of employment. It is further agreed that employees who are hereafter employed by the Municipality shall become member8 of the Association at the beginning of the bi-weekly pay period immediately following the employee's first working day of employment and shall remain members of the Association as a condition of employment provided that no employee shall be deprived of employment by reason of loss of Association membership for any reason other than failure' to pay regular dues.
- (b) Provided that each employee has signed an Application For Association Membership form and ha6 signed a Fees and Dues Authorization form and provided that such Fees and Dues Authorization form is not revoked, in writing by the employee, the Municipality will, commencing from the employee's first working day of employment, deduct from the pay of each employee covered by this Collective Agreement, all fees and regular dues as authorized by the employee and as determined by the Association in accordance with its Constitution, and will transmit the total amount so deducted to the Association.
- (c) (i) The Municipality agrees to print for the Association the number of copies of the Collective Agreement which it requires for its purposes. The cost of such printing will be borne by the Association.
  - (ii) The Municipality will, at no cost to the Association, provide a copy of the Collective Agreement to employees who are hired into the bargaining unit after the date of printing of the Collective Agreement.

# 4. <u>EMPLOYEE DEFINITION</u> :

(a) The employees of the Municipality shall be in five (5) categories:

[4(a) Continues On Page 3]

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- (i) A Permanent Full-time Employee is an employee who is employed on a Pull time basis of thirty-five (35), thirty-seven and one half (37-1/2) or forty (40) hours per week for an indefinite period of time and who has completed six (6) months of satisfactory service in any established position, which is designated as having a six (6) month probation period, or who has completed twelve (12) months of satisfactory service in any established position which is designated as having a twelve (12) month probation period and temporary employees who have completed twelve (12) months of satisfactory continuous service but shall not include Permanent Part-time and Casual employees. The probation period for Permanent Full-time employees shall be six (6) months of service in an established position except for the established positions shown in schedule "B", paragraph (g), Schedule "C", paragraph (d) and Schedule "D", paragraph (i), all of which have twelve (12) month probation periods.
- (ii) A Permanent Part-time Employee is an employee who is employed on a regular schedule of weekly hours which are less than those hours shown in (i) above but which are one of the following:
  - (a) Twenty (20) hours or more per week for a classification established as being a thirty-five (35) hour per week position, or
  - (b) Twenty one and one half (21-1/2) hours or more per week for a classification established as a thirty-seven and one half (37-1/2) hour per week position, or
  - (c) Twenty-three (23) hours or more per week for a classification established as a forty (40) hour per week position

for an indefinite period of time and who has completed a probationary period consisting of the equivalent in hours of six (6) months of satisfactory continuous full time service in any established position.

(iii) <u>Probationary Employee</u> shall mean and include an employee employed during the first six (6) months (or equivalent if part-time) of service in any established position which is designated as having a six (6) month probation period, or during the first twelve (12) months (or equivalent if part-time) of service in any established position which is designated as having a twelve (12) month probation period.

- (iv) A Temporary Employee is an employee employed in a position or positions which are not established; provided that no employee may remain a Temporary Employee after the expiration of eighteen (18) months' continuous service, or remain in a single position for twelve (12) months' continuous service. Both the employee and the Association will be advised in writing that the employment is temporary.
- (v) A Casual Employee is any other employee working lese than the number of hours shown in (ii) above. The Department Head is to ensure that the hours worked by the casual employee do not exceed the limits specified in (ii) above; it being understood that no Casual employee attains Permanent status by reason of working the equivalent of (6) six months in time.
- (b) The following conditions will apply:
  - (i) Until the employee has the status of a Permanent Full-time Employee or Permanent Part-time Employee he shall have no seniority rights and his discharge, lay-off or transfer shall not be subject matter of the grievance procedure as outlined in this Agreement. It is understood that seniority for Permanent Part-time employees is based on equivalent time and not calendar time.
  - (ii) 'Equivalent time' for the purpose of this sub-section shall mean the time paid by the Municipality which, when converted into hours, is a proportion of one of the following:
    - (a) One Thousand Eight Hundred Twenty-seven (1827) hours for a classification for which full time work is thirty-five (35) hours per week, or
    - (b) One Thousand Nine Hundred Fifty-seven and One Half (1957-1/2) hours for a classification for which full time work is thirty-seven and one half (37-1/2) hours per week, or
    - (c) Two Thousand and Eighty Eight (2088) hours for a classification for which full time work is forty (40) hours per week.
  - (iii) All employees other than Permanent Full-time or Permanent Part-time shall be subject to dismissal on one (1) days' notice.

- (iv) When an employee becomes a Permanent Full-time or Permanent Part-time Employee, the initial date of qualifying employment shall be considered to be the anniversary date of the employee for purposes of establishing perquisites and seniority of position.
- (v) Effective 1991 May 28: Where an employee move8 from Permanent Part-time status to Permanent Full-time status in the same position, in the same department, the employee shall be given credit for the time served as a probationary employee in the Permanent Part-time position as follows:
  - (a) If completed the full probation period for the Permanent Part-time position: Fifty percent (50%) of the probation period for the Permanent Full-time position shall be served.
  - (b) If completed a portion of the probation period is completed for the Permanent Part-time position: The probation period for the Permanent Full-time position will be reduced by the equivalent time served as a probationary employee in the Permanent Part-time position, but in no case shall this probation period be less than fifty percent (50%) of the probation for the Permanent Full-time position.

Where an employee move8 from Permanent Part-time status to Permanent Full-time status in a position in another department, or where an employee moves from Permanent Part-time status to Permanent Full-time status in a different position within the same department, the employee shall be required to complete the full probation period for the Permanent Full-time position they move into.

The term "position", where used in this subsection 4 (b)(v), shall not mean "job classification".

# (c) "Gender"

The masculine gender, wherever used herein, shall also mean and include the feminine, unless the context otherwise requires.

#### 5. REMUNERATION:

(i) The scales of remuneration set out in Schedules "A", "B", "C" AND "D" shall apply as specified during the term of this Agreement.

(ii) Salaries listed in Schedules "A", "C" and "D" are shown in monthly, bi-weekly and hourly rates of pay.

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(iii) Bi-weekly rates of pay are calculated from monthly salaries in accordance with the formula:

# Monthly rate x 12 months divided by 26.089

(iv) Hourly rates of pay are calculated from bi-weekly salaries in accordance with the formula:

#### Bi-weekly salary

divided by the number of hours worked per pay period

(The result of the above calculation is rounded to 3 decimal points.)

(v) Effective 1991 May 28, a Permanent Part-time Employee shall be eligible to receive a step increment upon having completed the equivalent number of hours that a Permanent Full-time Employee in the same classification would work to receive a step increment.

#### 6. BILLING VACANCIES:

- (a) Except as shown in Section 14(c)(viii), Recall, the Municipality agrees that before filling any position which has become vacant, and all new positions being created, or temporary positions becoming permanent, notice of such vacancy shall be posted in a conspicuous place in the Municipal Hall and in such other places as may be agreed upon for seven (7) consecutive calendar days before such vacancy is filled. It is further agreed that the Municipality will forward a copy of all postings relative to this section to the Business Agent of the Association.
- (b) The following wording will be added to all bargaining unit postings:

"This posting does not list all the duties of the position, nor does it fully detail the required skills, knowledges and abilities, licences and certificates required of candidatea. For details please refer to the class specification which is available for inspection in the Personnel Department."

#### 7. STUDENT EMPLOYMENT:

Students and youths employed by the Municipality shall be paid as shown in 7(a) and (b) below and shall be covered by all the terms and conditions contained in this Collective Agreement, except as provided for in 7(c) below:

- (a) Students and youths working as replacements in established Association positions will be paid the established rate for the job.
- (b) Students and youths working on special projects sponsored by Government grants, other than regular summer programs, will be paid the Government project "funded rates." Funded rates will also be paid to students and youths working on special projects where the applied for government grant was not approved.
- (c) In addition to the payment of wages outlined in 7(a) and (b) above, students and youths shall qualify only for (four) 4% vacation pay and statutory holiday pay as outlined in this Collective Agreement in Sections 11 and 12 respectively.

#### 8. EMPLOYEE BENEFITS:

It is hereby agreed that employee benefits will be continued for the *term* of this Agreement as below:

- (a) For all employees except Permanent Full-time employees see Schedule "F".
- (b) For all Permanent Full-time employees, benefits shall be outlined in sub-section 8(c) to 8(l) inclusive. All permanent Full-time employees, upon the completion of three (3) months' continuous service, shall be eligible for the health and welfare benefits describe in sub-section 8(c), (d), (e) (f) and (g) below:

#### (C) Extended Health Benefit:

All Permanent Full-time employees shall be included in the Municipal Extended Health Benefit Plan. The Plan shall include the Vision Care Option to cover all eligible employees. The Option will provide a maximum claimable benefit of One Hundred Fifty Dollars (\$150.00) per claimant claimable over a 24 consecutive month period, subject to the provisions of the Plan. The Municipality agrees to share with the employee the cost of all participating in the Extended Health Benefit Flan. The Municipality's share shall be sixty percent (60%) and the employee's share shall be forty percent (40%).

# (d) B. C. Medical Plan:

All Permanent Full-time employees shall be eligible for membership in the B.C. Medical Plan. The Municipality agrees to share with the employee the cost of all participating in the B.C. Medical Plan. The Municipality's share shall be sixty percent (60%) and the employee's share shall be forty percent (40%).

# (e) Group Life Insurance:

All Permanent full-time employees **shall** be included in the Municipal Group Life Insurance Plan, The Municipality agrees to **share** with the employee the **cost** of all participating **in** the Municipal Group Life Insurance Plan, The Municipality's share shall be sixty percent (60%) and the employee's share **shall** be forty percent (40%).

Except as varied by the schedule of coverage below the life insurance coverage shall be equivalent to twice one (1) year's salary or wages, excluding overtime, calculated to the nearest thousand dollars. The maximum coverage is One Hundred Fifty Thousand Dollars (\$150,000) whereas, and except a8 shown in the schedule of insurance below for age sixty-five (65) or over, the minimum insurance shall be Four Thousand Dollars (\$4,000).

# Schedule of Insurance Coverage

Before age sixty (60) - two hundred percent (200%) of basic annual earnings, excluding overtime;

Age sixty (60) - one hundred eighty percent (180%) of basic annual earnings, excluding overtime;

Age sixty-one (61) - one hundred sixty percent (160%) of basic annual earnings, excluding overtime;

Age **sixty-two** (62) - one hundred forty percent (140%) of basic annual earnings, excluding overtime;

Age sixty-three (63) - one hundred twenty percent (120%) of basic annual earnings, excluding overtime;

Age sixty-four (64) - one hundred percent 100%) of basic annual earnings, excluding overtime;

Age sixty-five (65) or over - one thousand dollars (\$1,000) which will remain constant for the rest of an employees' employment with the Municipality.

#### (f) Group Income Continuance:

All Permanent Full-time employees shall be included in the Municipal Group Income Continuance Plan providing protection against total lose of earnings due to health reasons with the cost shared by the employee and the Municipality. The Municipality's share shall be sixty percent (60%) and the employee's share shall be forty percent (40%). The benefit shall be based on fifty percent (50%) of the employee's salary or wage at the time absence commences, subject to the terms of the Policy.

#### (g) Dental Plan:

- (i) All Permanent Full-time employees shall be included in the Municipal Dental Plan.
- (ii) The Dental Plan will provide:

Plan "A" - Eighty Percent (80%) repayment of the approved cost €or basic services.

Plan "B" - Fifty Percent (50%) repayment of the approved cost for Prosthetics, Crowns and Bridges.

(iii) The premiums required to provide this benefit shall be shared by the employee and the Municipality. The Municipality's share shall be sixty percent (60%) and the employee's share shall be forty percent (40%).

#### (h) <u>Superannuation</u>:

- (i) Compulsory enrolment is required when a Permanent Employee who is age eighteen (18) or older reaches the earlier of:
  - A. The date on which the employee's probation period is successfully completed, or
  - B. The date on which the employee completes twelve (12) months of continuous employment in a permanent position.

<sup>\*\*\*\*</sup> This Space Is Intentionally Left Blank \*\*\*\*

(ii) Subject to Section 9(i) of the Pension (Municipal) Act, the Municipality agrees to participate as to one-half (1/2) the cost determined by the commissioner of Municipal Superannuation to extend the pensionable service of a member covered by this Agreement up to a maximum of one (1) year. It is understood that this extension shall represent that period of time served by the member in a probationary capacity as an employee of the District of West Vancouver and which has not previously been considered as pensionable service.

This benefit shall be subject to the following conditions;

- A. Only a member with a vested interest in the Municipal Superannuation Plan and who has reached the minimum age of retirement as defined in the Pension (Municipal) Act shall be eligible; and
- B. A member who wishes to take advantage of this benefit shall give at least six (6) months' notice in writing in advance of the date at which he wishes to retire and makes such arrangements as may be necessary as regards his own contribution.

#### (i) Retirement:

- (i) An employee who retires under the minimum retirement age of Sixty (60)will qualify for either one (1) month's salary or two (2) days' pay for each consecutive twelve (12) months of service (as shown in 8 (h) (i) and (ii) above), PROVIDED their age and years of service with the Municipality total Eighty (80) or more.
- (ii) On retiring on or between the minimum and maximum retirement ages of Sixty (60) and Sixty-five (65) respectively, a superannuated employee shall receive one (1) month's pay, computed at his or her classified rate of pay for the calendar month immediately preceding the date of retirement.
- (iii) On retiring on or between the ages of Sixty (60) and Sixty-five (65), an employee who is not on Superannuation shall receive two (2) days' pay computed at his or her classified rate of pay for the calendar month immediately preceding the date of retirement, for each complete consecutive period of twelve (12) months continuous service.

#### (j) Sick Leave Plan:

- (i) Effective 1 January 1975 and after three (3) completed continuous service, Probationary Full-time and Permanent Full-time employees shall be granted Sick Leave with pay on the basis of one and two thirds (1-2/3) days per month (maximum Twenty (20) days per calendar year), cumulative to a maximum of Two Hundred and Eighty (280) working days, retroactive to the first calendar month of employment.
- (ii) Each employee eligible shall be credited with ten percent (10%) of their accumulated Sick Leave as at 31 December, 1967, at their 31 December 1974 rate of pay. Such credits may be taken on retirement or on leaving the service of the Municipality after Ten (10) years of service.
- (iii) A medical certificate may be required as proof of sickness.
- (iv) A. In Workers' compensation cases the time not paid by the Board shall be treated as sickness and the loss of salary paid by the Municipality from the employee's sick leave bank, but only to the extent that sick leave credits remain in the employee's sick leave bank. Deductions from an employee's sick leave bank referred to in this sub-section shall not result in a deduction from the employee's gratuity allowance.
  - B. i) While an employee is absent on Workers'
    Compensation Wage Loss Benefits the wage loss
    cheque from the W.C.B. shall be forwarded to the
    Municipality and the employee will continue to be
    in receipt of a pay cheque from the Municipality.
    - Loss Benefits the employee's salary or wages for the period of wage loss will be the figure which the W.C.B. calculates as being the value of the wage loss benefit, Frum this figure all normal deductions will be taken except for those deductions such as Income Tax, Canada Pension Plan and Unemployment Insurance which presently are not deductible from W.C.B. Wage Loss Benefits, and any other deductions which in the future may become non-deductible from W.C.B. Wage Loss Benefits.

      After these deduction8 are made the employee receives the balance.

#### (v) Effective 1991 May 28:

- A. When an Employee initiates a claim against an insuring third party (e.g. ICBC), the employee agrees to include an amount as payment for wage loss benefits (including fringe benefit costs) refundable to the period during which the employee received sick leave benefits. The employee shall give permission to the ensuring third party to pay the wage loss amount directly to the Municipality; or, upon direct receipt of such payment, the employee shall pay the Municipality the amount of the wage loss so received. The Municipality shall then reimburse the employees' sick bank and credit the employees' sick fund and gratuity bank for the number of days represented by the payment.
- B. Failure to comply with this Section shall result in the employee being obligated to pay back to the Municipality the full amount of the Sick Leave benefits (including fringe benefit costs) paid to the employee while absent as a result of the sickness or injury precipitating the third party claim."

#### (k) Gratuity Plan:

Employees shall qualify for Gratuity Plan credits based on a percentage of sick leave - unused in each year on the following basis:

(i) Effective 1 January 1975, the existing Gratuity Plan is amended to provide, instead of the previous method of accumulation, a credit of a percentage of Sick Leave unused in each year on the following basis:

Up to Ten (10) years of service from 1 January 1975 - Fifteen Percent (15%)

Eleventh (11th) to Fifteenth (15th) year of service from 1 January 1975 - Twenty Percent (20%)

Over Fifteen (15) years of service from 1 January, 1975 - Twenty-five Percent (25%)

The credits may be accumulated and added to those Gratuity credits accumulated prior to 1 January, 1975 to a maximum total accumulation of One Hundred and Twenty Days (120) days, and may be withdrawn in whole or in part after five (5) years continuous service, in cash, or on approval of the Department Head, as additional vacation.

(ii) Payment of the gratuity in cash shall be computed at the time of withdrawal as follows:

# Gratuity days withdrawn x Annual Salary 261

#### (1) Illness in the Family:

It is agreed that, in such cases where no other person than the employee can provide for the home nursing care during illness of an immediate member of his or her family, and such employee has exhausted all entitlement in banked time, vacation and gratuity days earned, the Municipal Manager may, on submission by the employee of a claim for such benefit, approve the use of a maximum of five (5) of the employee's accumulated sick leave days for the purpose. PROVIDED ALWAYS THAT:

- (i) the employee is able to qualify for a minimum sick leave credit of seventy-five (75) days of sick leave within seventy-five (75) consecutive months of hie or her date of hire, and
- (ii) where use of sick leave is approved under this section and is approved within an employee's first seventy-five (75) consecutive months of employment, if it is found that at the completion of the afore-mentioned period of employment the employee did not qualify for whatever reason, to accumulate seventy-five (75) days of sick leave, the employee shall repay to the Municipality the sick time granted under this section.

In this respect, "immediate member" means husband or wife, son or daughter, father or mother if resident in the home of the employee.

This benefit will not be approved in those cases where the spouse of the employee is working. In such cases, leave of absence without pay may be granted, if required.

#### (m) past Service Recognition Plan:

(a) The Past Service Recognition Plan (P.S.R.P.) shall apply only to Permanent employees hired on or before 1987 December 31, and Temporary employees hired on or before 1987 December 31 who, during 1988, become Permanent employees but with no break in service between temporary and permanent employment.

- (b) The plan shall not apply to any employees hired on or after 1988 January 01.
- (c) The Service Pay Plan is eliminated as of 1988 January 01.
- (d) P.S.R.P. pay shall be paid to all eligible Permanent Full-time employees on the basis of the greater of sixty dollars (\$60.00) or one half day's pay at their December 31st regular rate of pay, for each five (5) year period of service. All eligible employees shall receive P.S.R.P. pay in a lump sum payment in the first pay of December each year. Eligible Permanent Part-time employees shall qualify for a pro-rated P.S.R.P. benefit on the same basis as eligible Permanent Full-time employees.
- (e) P.S.R.P. pay shall be pro-rated in cases where an employee, during a calendar year completes a five (5) year period of service, for example, moves up from five (5) years to ten (10) years increment.

#### 9. LEAVE OF ABSENCE;

# (a) General Leave:

Upon application and upon receiving permission of the department head or appointed substitute in each case, time off shall be granted to official representatives of the Association when it becomes necessary to transact business in connection with matters affecting the members of the Association. However, when permission is not granted, the decision shall be subject to the review of the Municipal Manager.

# (b) Compassionate Leave:

- (i) Any Permanent Full-time Employee and 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:
  - (A) in the case of the death of the employee's wife, husband, child, ward, brother, sister, parent, guardian or common-law spouse;
  - (B) in the case of the death of any other relative if living in the employee's household; or
  - (C) 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.

- (ii) Any employee who qualified for compassionate leave without loss of pay under Section 9(b)(i) 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 areas 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.
- (iii) Requests for leave under Sections 9(b)(i) and 9(b)(ii) herein shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.
- (iv) An employee who qualified for compassionate leave without loss of pay under Section 9(b)(i) 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 compassionate leave without loss of pay.
- (v) 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 Section 9(b)(1).

#### (c) Maternity Leave:

- (i) A pregnant employee who elects to request Maternity Leave shall provide the Department Head 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 (3) month8 prior to the estimated date of birth. Medical certificates are available from the Personnel Department.
- (ii) In normal circumstances a pregnant employee shall terminate her employment or proceed on Maternity Leave two (2) months before the expected date of birth.

- (iii) An employee who desires to work during the last two (2) months of pregnancy may be permitted to do so if her attending physician and the Municipal physician agree 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 by the Municipal physician.
- (iv) No employee shall be permitted to work during the six (6) weeks following the date of birth.
  - (v) An employee who has been granted Maternity Leave shall notify her Department Head at least four (4) weeks before she intends to return to work.
- (vi) A pregnant 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 (6) months of the date of commencement of Maternity Leave.
- (vii) A pregnant employee who has been granted Maternity Leave and fails to contact the Department Head within five (5) 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.
- (viii) Benefits shall continue uninterrupted for a maximum period of Eighteen (18) week's Maternity Leave (or for an additional period of up to Six (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 eighteen (18) weeks (or the additional Six (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.
  - (ix) 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.

- (x) Subject to paragraph (ix), an employee on Maternity Leave shall be entitled to be paid Sick Leave benefits for any incapacitating illness, whether or not such illness is related to the pregnancy, provided that she has sufficient Sick Leave credits, and produces to the Director of Personnel Services a Municipal medical certificate duly completed by her attending physician. Notwithstanding provisions of paragraph (vi) such Sick Leave with or without pay will not be charged against the Maternity Leave.
- (xi) 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.

#### (d) Adoption Leave:

- (i) Adoption leave without pay may, upon application, be granted to females and single males under the following conditions:
  - A. Adoption of a child from birth to age Five (5), inclusive.
  - B. Adoption of a child older than age Five (5), but no older than an age when eligible for school. attendance.
- (ii) In addition, arrangements for leave without pay may be extended to cover off-school hours for employees who adopt a child who is of school attending age.
- (iii) In no case will a leave of absence for the purpose of adoption be extended beyond a six (6) continuous calendar month period.

#### (e) Seniority While on Leave:

Seniority may be accumulated during approved educational leave and approved leave to attend to the business of the Association as it relates to the Municipality.

#### 10. JURY DUTY:

In the event an employee is required to serve on a Jury, or is called for Jury duty, such employee shall continue to receive his or her regular pay, provided however, such employee shall turn over to the Municipality any allowance received for serving on such Jury. The employee is to perform his normal duties for the Municipality when he is not required to serve as a Juror or report for Jury Duty.

#### 11. VACATIONS:

Vacation pay for all employees except Permanent Employees shall be as shown in Schedule "F".

Paid annual vacations for all permanent employees shall be as follows:

#### a) Regular Vacation:

- (i) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the '\*EmploymentStandards Act".
- (ii) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of fifteen (15) working days for each month or portion of a month greater than one-half (1/2) worked by June 30.
- (iii) During the first (1st) full calendar year of service up to and including the seventh (7th) calendar year of service fifteen (15) working days.
- (iv) During the eighth (8th) calendar year of service and the ninth (9th) calendar year of service, the vacation shall be seventeen (17) and eighteen (18) working days respectively.
- (v) During the tenth (10th) calendar year of service up to and including the seventeenth (17th) calendar year of service twenty (20) working days.
- (vi) During the eighteenth (18th) calendar year of service up to and including the twenty-fifth (25th) calendar year of service twenty-five (25) working days.
- (vii) During the twenty-sixth (26th) calendar year of service
   and all subsequent years of service = thirty (30) working
   days.

#### (b) <u>Supplementary Vacation:</u>

A supplementary of five (5) working days extra, vacation during each five (5) year period, commencing after ten (10) years of service shall be provided as follows:

- (i) Each employee who is in his eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th), forty-first (41st) or forty-sixth (46th) calendar year of service by 30th June in any year shall thereupon become entitled to five (5) working days of supplementary vacation.
- (ii) In the cases of initial and future supplementary vacation entitlement set forth in paragraph (b)(i) above, it is clearly understood that employees become entitled to the benefits on the thirtieth (30th) day of June in the appropriate calendar year. Such entitlement shall be an employee's even if such employee's employment is terminated prior to the end of the period to which the entitlement applied.
- (iii) For purposes of clarification an explanatory note and table is attached to this Agreement as Schedule "A" and forms part of this Collective Agreement.

### (c) <u>Vacation Entitlement upon Retirement or Termination:</u>

- (i) Effective until 1992 June 30, full annual vacation entitlement shall be provided to Permanent employees who leave the Municipality as outlined in either (A) or (B) below:
  - A. Any Permanent employees who leave the employment of the Municipality due to retirement after having completed at least ten (10) years of pensionable service as defined in the Pension (Municipal) Act and who have reached minimum retirement age also as defined in that Act.

<u>OR</u>

B. Any Permanent employees who leave the employment of the Municipality for any reason other than dismissal and whose age and years of service with the Municipality total Eighty (80) years or more.

- (ii) Effective 1992 July 01, employees leaving the Municipality as outlined in either (A.) or (B.) above on Or after 1992 July 01 shall be entitled to vacation entitlement as follows:
  - leaving between July 01 and September 30, one-half (1/2) of the full vacation entitlement;
  - leaving between October 01 and June 30, full vacation entitlement.
- (iii) All other employees upon terminating their employment shall in their year of termination continue to receive entitlement pro-rated in accordance with the number of months worked in that year.

# (d) Early Retirement:

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

- (e) Vacations shall be as outlined in 11(a) and (b) above PROVIDED THAT:
  - (i) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month or portion of a month greater than one half (1/2) worked to the date of termination.
  - (ii) Except as provided in Schedule "E", Supplementary Vacation, employees who have completed five (5) calendar years of service may carry over ten (10) working days of regular vacation to the next following year, to be used in that year, provided that no less than ten (10) working days of regular vacation is taken in the current year. Such carry-over is subject to the approval of employee's Department Head. Vacation carry-over shall be taken in accordance with the requirements shown in 11(e)(iii) and 11(e)(iv).

- (111) An employee qualifying for and intending to carry over regular vacation shall notify his Department Head by November 30 of the year in which the vacation was earned. Extenuating circumstances excepted.
- (iv) An employee qualifying for and intending to carry over supplementary vacation from one year to the next year, and subject to Schedule "E" (ii), (iii) and (iv) shall notify his/her Department Head by November 30 of the current year.
- (v) All vacation entitlement is to be taken by December 31st of the year in which the vacation was earned, excepting vacation carried over which has to be taken by December 31st of the year the vacation was carried over to and further excepting supplementary vacation carried over in accordance with Schedule "E." Extenuating circumstances excepted.
- (vi) In all cases of termination of service for any reason, adjustment will be made for any over-payment of vacation.
- (vii) All of the said vacation periods shall be exclusive of Saturdays, Sundays and Holidays. All service shall be calculated as of June 30th of each year.
- (viii) Entitlement in working days is based upon a five (5) day work week.
  - (ix) "Calendar Year" for the purpose of earning vacation credits shall be July 1st to the next following June 30th.
  - (x) "Calendar Year" for the purpose of taking vacation time off shall be January 1st to the next following December 31st.

#### 12. PUBLIC HOLIDAYS:

Pay for Public Holidays for all employees except Permanent employees shall be as shown in Schedule "F." Paid Public Holidays for all Permanent employees shall be as follows:

### (a) Entitlement:

- (i) Permanent employees shall qualify for pay on the public holidays shown in 12 (a) (ii) commencing with the first such public holiday following their date of employment.
- (ii) A holiday with pay shall be given to employees qualified as outlined in Section 12 (a)(i) on the following public holidays:

[12(a)(ii) Continues on Page 22]

New Year's Day, Good Friday, Easter Monday, the day proclaimed by the Government of Canada for the celebration of the Queen's birthday, Dominion Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day proclaimed a public holiday by the Federal or Provincial Governments or the Municipality. When a public holiday above ita observed on other than a normal working day, a holiday with pay will be granted at a time to be approved by the appropriate Department Head.

- (iii) All Permanent Parks and Recreation and Transportation employees who are required to work on a statutory holiday because of the continuous nature of the work shall be paid at straight time at their regular rate of pay for the hours worked on such holidays and shall be entitled to either an additional payment at one and one half (1-1/2) times their regular rate of pay for the hours worked that day, OR be given time off equal to one and one half (1-1/2) times the hours worked.
- (iv) The Statutory Holiday premium of time and one half (1-1/2) referred to in sub-section 12(a)(iii) is for the employee's regular scheduled hours worked on the Statutory Holiday. Overtime hours are worked after the employee's regular scheduled hours are completed and are paid at time and one-half (1-1/2) and double (2) the employee's regular straight time rate, according to Section 15(b) of this Agreement.
  - (v) Employees shall be paid for Statutory Holidays providing the employee has worked, or is on annual vacation or leave of absence with pay, on the working day immediately prior to and the working day immediately following the holiday.

# (b) Statutory Holidays Occurring on Week-ends:

- (i) Statutory holidays occurring on week-ends shall be observed as follows:
  - 1. Where a Statutory Holiday occurs on a saturday, it shall be observed on the next following Monday.
  - 2. Where a Statutory Holiday occurs on a Sunday, it shall be observed on the next following Monday.
  - 3. Where two (2) Statutory Holidays occur on two (2) consecutive days, being Saturday and Sunday, they shall be observed on the next following Monday and Tuesday.

- 4. Where two (2) Statutory Holidays occur on two (2) consecutive days being Sunday and Monday, the Sunday holiday shall be observed on the next following Tuesday.
- (ii) Whenever a statutory holiday falls on a Saturday or a Sunday and is observed on a week-day, that week-day 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 and Sunday shall not attract premium rates.

#### 13. <u>SENIORITY</u>:

The definition of Seniority as shown in Section 14(a) shall apply in cases of layoff only. The following definition of Seniority will not apply in cases of layoff.

- (i) Permanent Employees only shall have rights based on seniority. In making promotions, transfers and demotions, the skill, knowledge, efficiency and capability of assuming additional future responsibilities of the Permanent employees concerned shall be the primary consideration, and where such qualifications are equal, length of service shall be the determining factor.
- (ii) Permanent Part-time Employees shall have seniority rights based on "equivalent time" relative to Permanent Full-time Employees,

#### 14. LAY-OFF, BUMPING, RECALL AND COMPENSATION:

#### (a) Lavoff and Recall:

In the event of a conflict between this Section 14 and any other provision of the Agreement, this Section shall apply.

For the purpose of this Section, the following definition6 apply:

"Affected Employee" means an employee whose position has been made redundant as a result of a layoff or whose position has been occupied as a result of a bump; positions so affected shall be referred to, as "affected positions";

"Bump" means the right of an affected employee to be re-assigned by the Municipality to an eligible position either lateral or lower;

- "De artment" means Municipal Hall Department8 (including Fire
  Department, Transportation Department, Recreation Department)
  and Parks and Public Works Departments;
- <u>nE gible Lateral Position</u> means a position for which an employee is qualified, requiring the **same** or similar qualifications, performance of the same or **similar** duties and responsibilities, and at the same pay level;
- "Eligible Lower Position" means a position for which an employee
  is qualified, at a lower pay level;
- "Laid Off Employee" meane an affected employee who ceases work as a result of a layoff;.
- off" means a reduction of the work force for an indefinite period of time;
- "Other Employment" means work of a temporary, casual or part-time nature that may be made available by the Municipality to laid off employees and does not constitute a recall as herein defined, nor does it qualify a laid off employee for seniority accumulation.
- "Pay Level" means the salary range or rate of pay of a classification as provided in the pay schedule of this Collective Agreement, and where necessary, mid-points/hourly rates shall be used for comparison;
- "Position Status" means the designation of a position as permanent full-time, or permanent part-time;
- nOualified" means having the skills, knowledge and abilities, and the capability of assuming future responsibilities as evaluated by the Municipality and the requisite trades qualifications to perform the duties and fulfill the responsibilities of a position, and "qualifications" has a similar meaning;
- "Re all" means the return of a laid off employee, as a permanent full-time or permanent part-time incumbent, to an affected position having a position status identical to that held prior to the layoff and at a pay level equal to or lower than the employee's previous classification; "recall" also means the return of a laid off permanent full-time incumbent to a permanent part-time position, but not vice versa;
- "Report to Work" means on the job at the appointed time and able
  to perform the work assigned. "Reporting to work" has a similar
  meaning;

"eniority" means length of continuous employment in a
Department since the last date of hire with the Municipality for
Permanent full-time employees and hours worked in a Department
since last date of hire with the Municipality for Permanent
part-time employees; "length of continuous employment' does not
include hours worked classed as overtime;

"Terminated Employee" means an employee who is terminated
pursuant to paragraph 14(c)(v), or who elects or is deemed to
have elected compensation pursuant to paragraph 14(b)(viii);

<u>"Work Force"</u> means Permanent full-time employees and Permanent part-time employees who have successfully completed the probation period in a Department, it being understood that Temporary employees, Casual employees and Probationary employees shall be eliminated before a layoff occurs in that classification.

#### (b) Lavoffs:

The Municipality agrees that, by letter, it will provide the Association with as much notice a8 possible that a review of possible lay-offs is underway.

The following principles shall apply in the event of a layoff:

- (i) Subject to 14(b)(iv)C:
  - A. The Municipality shall notify the Association advising it of the redundant position(s) within each Department, the pattern of bumping and the name(s) of affected employees. Such notice shall be written and shall also be given individually in writing to the affected employees.
  - B. The notice shall be given to both the Association and the affected employee/s at the end of the employee's last shift of his work week then current. The employee and the Association shall both have two (2) working days in which to respond to the Municipality's notice.
- (ii) The bumping pattern shall be based on the principle that the employee will first bump within his own Department as defined in (a). If the employee's seniority and qualifications are insufficient to accommodate bumping within the Department as defined then the employee will be assigned to bump within another Department in which he has seniority and qualifications to perform the work.

- (iii) The pattern of bumping shall be established by the Municipality in accordance with the principle that an affected employee shall bump the employee with the least seniority in an eligible lateral position or an eligible lower position, provided the affected employee is qualified for that position and possesses greater seniority than the incumbent.
  - (iv) A. The Municipality shall notify all affected employees, advising them of their re-assignment within the bumping pattern as detailed in (b)(i) B above; affected employees shall have two (2) working days from receipt of the notice to advise the Municipality in writing of their rejection of the bumping assignment.
    - B. If an employee who has been advised of their bumping assignment as per A above does not accept such assignment, that employee is to advise the Municipality in writing within the two (2) working days above specified of their reasons why such a bump should not occur. Such reasons shall include an alternative bumping suggestion. The Municipality shall reply to the employee within one (1) working day of receipt of their written suggestion either agreeing to their suggested alternative or confirming the original bumping pattern. The employee's response to this (i.e. accept the bump as originally advised or be laid off) is to be immediately given to the Municipality.
    - C. Notwithstanding 14(b)(i)B employees who are to be bumped as a result of the Municipality's acceptance of the alternative proposed in 14(b)(iv)B above shall be notified at the earliest opportunity of either bumping assignment or layoff and, if bumping applicable, shall then be governed by the procedure outlined in 14(b)(iv)B above. The Association will also receive written advice of such bumping assignment or layoff.
    - D. Process (iv)A above shall take no longer than two (2) working days; process (iv)A plus (iv)B shall take no longer than three (3) working days. Under no circumstances will the process outlined take more than two (2) working days for (iv)A or two (2) working days plus a further one (1) working day for (iv)A plus (iv)B, i.e., three (3) working days. Working days are calculated commencing with the receipt by the employee of the Municipality's original notice of bumping assignment.

- (v) Affected employees who because of qualifications or seniority cannot be re-assigned within the bumping pattern, or who opt not to bump pursuant to paragraph (b)(iv), shall be given at least ten (10)working days written notice (or pay in lieu of notice or combination of both) advising them of their effective date of layoff.
- (vi) Affected employees who bump into an eligible position, either lateral or lower, as defined herein, shall be placed on the new pay level at or below that of their former position.
- (vii) Benefits for laid off employees shall cease on the effective date of layoff with the exception of medical, extended health and dental, which shall be discontinued effective the end of the month in which the effective date of layoff occurs.
- (viii) At least five (5) working days prior to their effective date of layoff (or within five (5) days following notification, if payment in lieu of notice is given), employees will be required to elect in writing to avail themselves of the procedures set forth under paragraph (c) Recall OR paragraph (d) Compensation. If an employee fails to make such election within the five (5) days the employee shall be deemed to have elected (d) Compensation.
  - (ix) Seniority shall cease to accumulate effective with the date the employee is laid off.

#### (c) Recall:

The following shall apply only to laid off employees who have elected this process pursuant to paragraph (b)(viii).

- (i) Laid off employees shall be eligible for recall for a period of twelve (12) month8 following their effective date of layoff.
- (ii) The Municipality shall make every reasonable attempt to contact and recall laid off employees in order of seniority, subject to their qualifications.
- (iii) The Municipality shall specify the time when a laid off employee shall return to work. A laid off employee who has accepted the Municipality's recall but who does not report to work within forty-eight (48) hours of recall or who refuses such a recall shall be treated as follows:

- A. If failure to report to work within forty-eight (48) hours of the recall is the employee's first failure to report to work for a recall, then the employee shall be moved to the bottom of the eligibility list, however, if this is not the employee's first failure to report following recall, i.e., there has been one previous failure to report on the employee's part then the employee shall no longer be eligible for recall and shall be deemed terminated.
- B. If the employee refuses a recall then the employee shall no longer be eligible for recall and shall be deemed terminated.
- (iv) The Municipality may extend the time limits in (c)(iii) above where extenuating circumstances exist.
- (v) Benefits for employees who are recalled shall be reinstated effective the first day of the month following recall, provided the eligibility period has been met. Service related benefits shall be pro-rated by the period of layoff. Seniority commences accumulating from the employee's first working day following recall.
- (vi) Laid off employees shall be deemed terminated upon the earliest of: failure to report to work for a recall pursuant to paragraph (c)(iii)A, refusal of recall pursuant to paragraph (c)(iii)B, or failure to be recalled within twelve (12) months of layoff PROVIDED THAT an employee shall not be deemed terminated pursuant to this paragraph while working at other employment as defined herein.
- (vii) No new permanent employees shall be hired while qualified employees are eligible for recall and are available for work.
- (viii) Affected positions shall not be posted while qualified employees are eligible for recall.
  - (ix) A laid off employee's acceptance or refusal of other employment as defined herein shall not affect recall rights under this section.
  - (x) Permanent full-time and permanent part-time employee8 who are recalled shall commence accumulating seniority from, the date they return to work. Such seniority shall be added to seniority they had accumulated to the date of their layoff.

(xi) In administering the procedures in this paragraph (c) Recall, the Municipality shall, so far as is reasonably possible, attempt to reverse the layoff/bumping pattern of affected employees.

#### (d) Compensation:

The following shall apply only to laid off employees who have elected this process, or who are deemed to have elected this process, pursuant to paragraph (b)(vii):

(i) For the purpose of paragraph (d)(ii) herein:

"Week's Pay" means a laid off employee's average regular
weekly earnings during the six months prior to the date of
the layoff;

"Regular Weeklv Earnings" means straight time earnings including acting pay and service pay but excluding premium pay.

- (ii) Laid off employees shall be entitled to two (2) week's pay for between six (6) months and two (2) years of continuous service, and one (1) additional week's pay for each continuous year of service thereafter, subject to a total maximum of eight (8) week's pay.
- (iii) Employees who elect or are deemed to have elected compensation pursuant to paragraph (b)(vii) shall be considered terminated on the effective date of layoff.
- (e) In the event of a reduction in the 'workforce' as defined in Section 14(a) for a definite and limited period of time not to exceed twenty-eight (28) calendar days, the Municipality may temporarily lay off employees and re-allocate the remaining work without regard to seniority provided the following principles are applied:
  - A. Employees who are not laid off shall retain their current rate of pay during the period of temporary layoff;
  - B. Benefits for laid off employees shall cease during the period of temporary layoff EXCEPT FOR medical, extended health, dental, group life insurance and group income continuance, which shall not be affected; however, premiums required to provide such benefits will be paid fully by the employee for the period of temporary layoff; service related benefits including vacations, service pay, service pay increments and salary and wage increments shall be prorated by the period of temporary layoff; however, seniority shall not be accumulated.

- C. (i) Laid off employees shall be recalled to their former positions, as those positions are re-established during the period of temporary layoff.
  - (ii) If, during the period of temporary layoff, the Municipality determines that the layoff will exceed twenty-eight (28) calendar days, or if all laid off employees are not recalled within twenty-eight (28) days, then the Municipality shall apply the provisions of Section 14(a), (b), (c) and (d).

# (f) Weather Conditions and Emergency Suspensions of Work:

- (i) In all cases of potential layoff due to weather conditions, every effort shall be made to share the remaining work amongst all the employees in the Department affected prior to steps being taken to activate a layoff.
- (ii) Except in cases of emergency (as determined by the Municipality), when layoffs occur as a result of weather conditions, no employee will work overtime if such work can be performed by an employee who has been laid off under this sub-section 14(f).
- (iii) Notwithstanding any other provisions of this Agreement, in cases of inclement weather, strikes, look-outs or other circumstances beyond the control of the Municipality, the Municipality may temporarily suspend work without notice.

### 15. WORKING CONDITIONS :

# (a) Hours of Work;

(i) The normal hours of work for outside employees shall be from 7.30 a.m. to 4.00 p.m. or 8.00 a.m. to 4.30 p.m. with one half (1/2) hour allowed for lunch. Two rest periods of ten (10) minutes each will normally be allowed to each employee during his working shift. The regular work week shall be from Monday to Friday inclusive subject to exceptions made by the Municipality with the concurrence of the Association. Present exceptions include the Sweeper Operator whose hours of work for Monday, Tuesday and Friday shall be established within a range of 5.30 a.m. to 3.00 p.m. and Wednesday, Thursday 7.30 a.m. to 4.00 p.m. and further includes those employees employed at the Recreation Centre, Ice Arena, Eagle Harbour Community Centre, Cemetery, Parks, Golf Courses, Beaches and Pools, where an eight and one-half (8-1/2) hour five (5) day week applies from which two ten (10) minute rest periods and a one-half (1/2) hour lunch period per day are allowed.

- (ii) The normal hours of work for inside employees shall be from 8.30 a.m. to 4.30 p.m. one (1) hour shall be allowed for lunch and two ten (10) minute rest periods each day. The regular work week shall be from Monday to Friday inclusive. Exception8 may be made by the Municipality with the concurrence of the Association. Present exceptions include:
  - A. Recreation Centre, Ice Arena and Aquatic Centre employees where an eight (8) hour five (5) day working week applies from which two ten (10) minute rest periods and one (1) hour lunch period per day are allowed. Hours of work for the Recreation Department shall be from 9.00 am. to 7.00 p.m. daily during which the hours worked by a Recreation Department employee shall not be spread over more than a ten (10) hour period.
  - B. Transit office where a seven and one-half (7-1/2) hour five (5) day working week applies from which two ten (10)minute rest period8 and one-half (1/2) hour lunch period are allowed. Hours of work for the Transit Office shall be from 8.00 a.m. to 4.00 p.m. daily.

#### (b) Overtime:

Hours worked in excess of the normal work day shall be compensated for on the following basis:

- (i) Overtime will be defined in the case of Permanent Full-time and Temporary Full-time employees as:
  - (a) time worked immediately following an employee's regular shift;
  - (b) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, time worked immediately preceding an employee's regular shift; or
  - (c) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, time worked at any other time.
- (ii) Overtime will be paid at:

Time and one-half (1-1/2X)

[15(b)(ii) continues on Page 31]

for the first two (2) hours of overtime on any regular working day if worked immediately preceding or immediately following an employee's regular shift;

#### Double Time (2X)

for all overtime beyond two (2) hours on any regular working day if worked immediately preceding or immediately following an employee's regular shift;

### Double Time (2X)

for all overtime worked at any other time than immediately preceding or immediately following an employee's regular shift.

#### (iii) Emergency conditions

- A. Notwithstanding any other Section in this Agreement, when, because of emergency conditions caused by snow, ice, flooding, wind, fire, earthquake or other like circumstances, shifts are required to be created, shift hours out of normal work hours shall be compensated at straight time with a differential equal to three and one half percent (3-1/2%) of the employee's hourly rate. This would be paid from the start of the shift to the end of that shift. If no shifts have been created and employees are called upon to work due to the emergency conditions stated above at any time, other than normal work hours, the overtime rates shown above will apply.
- B. Shift differential Sub-section (i) shown on Schedule "C" of this Agreement shall not apply to this Sub-section.
- C. It is understood that where a "watch" shift is required following an emergency for which shifts have been created, such shifts may be continued to facilitate such an emergency watch. It is also understood that shifts shall not be created for the sole purpose of emergency watch.
- D. With regard to emergency conditions caused by snow, ice, flood, wind, fire, earthquake or other like circumstances:

- when shifts are required to be created, twenty-four (24) hours notice will be given to the crews involved.
- 2. Any work due to the stated emergency conditions within the twenty-four (24) hours period of notice, but outside normal hours of work, will be paid at overtime rates.
- 3. After the expiry of the twenty-four (24) hour period of notice any work performed on a specially created shift to deal with emergency conditions will be paid at straight time with a shift differential, as per the Collective Agreement.
- 4. Where Supervisors are not able to give a member or members of a crew the required twenty-four (24) hours' notice, but the majority of that crew has been given the required notice, the notice is conaidered to have been given to the entire crew.
- 5. Any time worked in excess of eight (8) hour6 per shift, or forty (40) hours in a work week will be paid at overtime rates as per the Collective Agreement.
- (c) (i) <u>Call-out</u> is to be defined in the case of Permanent Full-time and Temporary Full-time employees as being called back to work at any time following the completion of an employee's regular shift except when pre-scheduled by notice provided prior to the end of the employee's previous regular shift.
  - (ii) A. Call-out pay and travel time shall be at double time.
    - B. Call-out payment time shall commence when the employee, including an employee on stand-by who is called out, arrives at the Municipal Yard or the job site, whichever occurs first, and shall be based on the hours actually worked, with a minimum payment of three (3) hours.

<sup>\*\*\*\*</sup> This Space Is Intentionally Left Blank \*\*\*\*

- Call-out payment shall include a one (1) hour payment for travel time. This one (1) hour payment shall be added to the time actually worked, unless the time actually worked is two (2) hours, or less, in which case the one (1) hour for travel time shall be included as part of the three (3) hour minimum. For call-out time worked which is in excess of two (2) hours, the employee shall be paid for the time actually worked, plus one (1) hour's payment for travel time. (The minimum includes one (1) hour for travelling time.)
- D. If additional calls are made upon the employee prior to the expiry of the minimum 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 time to and from home. If two (2) separate call-outs are completed within a three (3) hour period, the minimum payment shall be four (4) hours at double time. (The minimum includes two (2) hours travelling time.)
- E. A call-out ceases when work at the job-site or Municipal Yard is complete, subject to sub-section 15(c)(ii)(C), except for the purpose of a further call-out as described in 15(c)(ii)(D).
- F. An employee called-out, who does not have a Municipal vehicle but who uses his own vehicle to travel to and from the job site or the Municipal Yard in response to the call-out, shall receive a mileage allowance. The mileage allowance shall be the distance travelled from the employee's home to the reporting point (Municipal Yard or job site) by the most direct route and return, multiplied by the casual vehicle allowance rate in effect at that time, to a maximum payment of twenty dollars (\$20.00). If the employee, by having to use public transit or a cab to respond to the call-out, incurs direct expenses for bus fare or cab fare, shall be reimbursed the actual amount incurred to a maximum of twenty dollars (\$20.00). If a second call-out occurs within the three (3) hour minimum period detailed in 15(c)(ii)(D), and provided the employee has not reached home, no second mileage allowance payment shall be made. The mileage allowance payable to an employee shall be recorded on a "Mileage Allowance Master List" maintained by the Employer. The mileage allowance shall be paid to an employee on his pay cheque, based on call-out information reported to the Employer.

(d) Meal breaks shall be provided 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 Municipality 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 the 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, occurring at any time other than immediately preceding or immediately following an employee's regular shift, an employee becomes entitled to a paid meal break of a one-half (1/2) hour which the Municipality 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) <u>During Overtime</u>, <u>Call-outs</u> and <u>Pre-scheduled Overtime</u>

Upon the completion of each successive three and one-half (3-1/2) continuous hour8 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.

- (iv) For each meal break given to an employee under this
   Section 15(d)(i), (ii) or (iii) the employee shall be paid
   the one-half (1/2) hour at double the employee's regular
   rate of pay.
  - (v) Where by reason of an emergency it is not feasible to give a meal break at the designated time under this Section 15(d)(a)(i), (ii) or (iii), it shall be taken as soon as practicable and in addition the Municipality 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 Municipality does not disqualify the employee from receiving the appropriate meal allowance under Section 15(e) of the Agreement.

#### (e) Meal Allowances:

The Municipality will not be responsible for supplying nourishment to employees in any other circumstances except as mentioned above in the cases of emergencies which preclude a meal break being taken at the designated time.

Reimbursement of meal expenses will be according to the following scale and with reference to the paid meal breaks set out in paragraph (d) above, 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:
  - Seven Dollars and Fifty Cents (\$7.50) at the first break, and
  - 2. Two Dollars and Fifty Cents \$2.50) at each succeeding break.
- (ii) Call-out: Seven Dollars and Fifty Cents (\$7.50) at the first break and Two Dollars and F fty Cents (\$2.50) at each succeeding break;
- (iii) Pre-scheduled Overtime e.g. including immediately preceding or immediately following an employee's regular shift, or where an employee is notified prior to the end of the preceding day that overtime is likely to last at least four (4) hours): nothing at the first break; Seven Dollars and Fifty Cents (\$7.50) at the second break; and Two Dollars and Fifty Cents (\$2.50) at each succeeding break.

### (f) Stand-by:

An employee required to be on stand-by shall receive in addition to any other pay two (2) hours stand-by time at his regular hourly rate for each day on stand-by where there is a Call-out. In the event there is no call-out the employee shall receive a minimum of three (3) hours pay for each day on stand-by. Stand-by time is defined as the hours:

4.30 p.m. to 7.30 a.m. Monday to Friday, inclusive and also 7.30 a.m. to 7.29 a.m. of the next following day for Saturday, Sunday or Statutory Holiday.

#### (g) Pay for Acting Senior Capacity:

- (i) Except as provided in 15(g)(ii) below, temporary appointments to a higher position must be authorized in writing by the Department Head concerned and approved by the Municipal Manager.
- (ii) When an employee is appointed to temporarily accept the responsibilities and to carry out the duties incident to a position which is senior to the position which the employee normally holds, the employee shall be paid for every day the duties of the senior position are carried out at the minimum rate in the scale for such senior position which represents an increase over the employee's normal rate.
- (iii) Except where circumstances prevent prior approval being granted, acting pay ha8 to be approved <u>prior</u> to the actual work being carried out and further that, except in terms of longer than two (2) weeks duration, payment will be made <u>after</u> the term has been completed. In cases where an employee is appointed to an acting term for longer than two (2) weeks the adjustment will be paid two (2) weeks in arrears.

### (h) Members Acting in Exempt Positions:

- (i) Any employee who is appointed to temporarily accept the responsibilities and carry out the duties incident to an Exempt Staff position for a period of more than ten (10) consecutive working days shall be given a leave of absence in good standing from membership in the Association for the period of the temporary appointment so as to allow the employee to fully execute the exempt Staff duties.
- (ii) No leave of absence will be required where the employee is:
  - A. Appointed to act for ten (10) consecutive working days or less, or
  - B. Required also to perform some or all of their regular classified bargaining unit duties.

### (i) Emergency Conditions - Shift Work:

In the event an employee is sent home early during his normal work day, in order to work on a late shift, and that late shift is subsequently cancelled, the employee shall be paid for a normal eight (8) hour day.

(j) Council may approve a request from the Association to close a Municipal operation at certain times of the year, for example, December 24, or December 27, or December 31 etc. when a Statutory Holiday(s) renders the work week to be shorter than usual. When such approval is granted by Council, the day(s) named in the closure shall be deemed to be non-operational and, except in the case of emergency or pre-scheduled work, no employee shall have the right to work on the day(s) so named.

#### 16. FIRST AID PREMIUMS FOR DESIGNATED HOLDERS OF INDUSTRIAL FIRST AID:

Industrial First Aid premiums shall be established and paid to designated holders of Induetrial First Aid Ticket holders as follows:

"C" Ticket - thirty (30) cents per hour **"B"** Ticket - forty (40) cents per hour "A" Ticket

- fifty (50 cents per hour

#### 17. TRUCK OPERATORS

Schedule "C" of this Agreement includes wording to recognize the minor running repairs and routine construction and maintenance tasks the Truck Operators are expected to perform in return for the two percent (2%) payment which has formed an integral component of the Truck Operator rates of pay since 1975 January 01. Appendix "5", attached to and forming a part of this Agreement outlines the historical summary of the two percent (2%) pay and the duties required to be performed for the pay

#### 18. CHANGES IN WORKING CONDITIONS:

The Municipality agrees that any reports or recommendations made to the Municipality dealing with matters covered by this Agreement, including recommendations for change8 in method8 of operation that may affect wage rates, work loads or reduction of employment, will be communicated to the Association at such interval before they are dealt with by the Municipality as to afford the Association reasonable opportunity to consider them and, further, that if employees are deprived of employment by any implementation of such change they shall receive priority consideration for other employment within the Municipality.

\*\*\*\* This Space is Intentionally Left Blank \*\*\*\*

#### 19. CROSSING OF PICKET LINES:

- (a) (i) In the event that any employee of the Municipality, other than those covered by this Agreement, engage in a legal strike or where employees of another employer in a labour dispute engage in a legal strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines.
  - (ii) Failure to cross a picket such as that referred to in
     (a)(i) above by the employees covered by this Agreement
     shall not be considered a violation of this Agreement, nor
     shall it be grounds for disciplinary action.
  - (iii) Notwithstanding the foregoing, where the parties agree that a picket line is not to be observed, refusal to cross such a picket line may be grounds for disciplinary action by the Municipality.
- (b) In cases of emergency as decided by the Municipality, the Association agrees to waive the right of refusal to cross the picket line as outlined in (a)(i) above for the number of employees required to remedy such emergency.

#### 20. MEMORANDUMS OF AGREEMENT AND LETTERS OF UNDERSTANDING:

(a) The Schedules and Appendices listed below and attached hereto are an integral part of this Agreement and shall remain in full force and effect for the duration of the Agreement.

Schedule A: Inside/Outside Pay Rates

Schedule B: Alphabetical Listing of Inside Classifications and Pay Grades

Schedule C: Outside Employees on Hourly Rates

Schedule D: Supervisor's Salary Ranges

Schedule E: Supplementary Vacations - Explanation of the Table

Schedule F: Benefits for Permanent Part-time Temporary and

Casual Employees

Appendix 1: Personnel Files

Appendix 2: Shop Stewards

Appendix 3: Letter of Understanding - Administrative

Regulations

Appendix 4: History - Truck Operators' Two Percent (2%)

Additional Pay for Specific Additional Duties

Appendix 5: Agreement on Workers' Compensation Income

Continuance Benefits

Appendix 6: Introduction of New Employees to Association

Stewards/Representatives

Appendix 7: Discussions regarding Mandatory Retirement

(b) It is further agreed that a stamp (with the wording "Carried Forward and Effective for the Term of this Collective Agreement") will be used on the above Letters of Understanding and Memorandums of Agreement to show that they are carried forward and are effective for the term of the Collective Agreement. The year or years of the Collective Agreement will be written in."

#### 21. CONCILIATION COMMITTEE:

The Association, in writing, may request meetings with Council on matters of mutual interest, it being understood that permission from Council will not unreasonably be withheld.

#### 22. 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 Collective Agreement:

- (a) Where the employer introduces, or intends to introduce, a technological change, that:
  - (i) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies, and
  - (ii) altere significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board pursuant to Section 27 of this Collective Agreement, by-passing all other steps in the grievance procedure.

- (b) The arbitration board shall decide whether or not the employer has introduced, or intends to introduce a technological change, and upon deciding that the employer has or intends to introduce a technological change the arbitration board shall inform the Minister of Labour of its findings, and may then or later make any one or more of the following orders.
  - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
  - (ii) that the employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;
  - (iii) that the employer reinstate any employee displaced by reason of the technological change;
  - (iv) that the employer pay to that employee such compensation in respect of his displacement as the arbitration board considers reasonable;
  - (v) that the matter be referred to the Industrial Relations Council (under Section 77 of the Industrial Relatione Act of British Columbia).
- (c) The Municipality will provide as much notice as possible, in writing, but in no case shall such notice be lees than ninety (90) days when it intends to introduce a technological change that:
  - (i) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and
  - (ii) altere significantly the basis upon which the Collective Agreement applies.

# 23. ASSOCIATION REPRESENTATION:

(a) (i) An employee may choose to have his Association representative present at meetings with his Supervisor which the employee believes may be the basis for disciplinary action.

- (ii) Where a supervisor intends to interview an employee for disciplinary purposes the supervisor shall endeavour to notify the employee in advance of the purpose of the meeting to provide the employee with the opportunity of contacting his Association representative and requesting that representative's attendance at the meeting, providing this does not hinder the ability of the supervisor in the exercise of his authority.
- (iii) This clause shall not apply to meetings involving performance appraisals or of an operational nature not involving disciplinary action.
- (b) Notwithstanding the foregoing, it is the supervisor's responsibility to take immediate action where it can be shown that to delay the exercise of such discipline would not be in the best interests of either the employee or the Municipality.
- (c) For the purpose of this Section, "Association Representative" and "Representative" shall mean a shop steward or, in the absence of a shop steward, may also mean an officer of the Association.

#### 24. GRIEVANCE PROCEDURE:

- (a) Where any difference arises between the parties to this Agreement relating to the dismissal, discipline or suepension of an employee covered by this Agreement, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of work may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference to arbitration; or may request the Industrial Relations Council appoint an officer to confer with the parties to assist them to settle the difference pursuant to Section 96 of the Industrial Relations Act of British Columbia.
- (b) It is the intent of the parties hereto to settle any difference between them as expeditiously and harmoniously as may be possible and the following procedure is established for this purpose:
  - (i) <u>step One</u>: Any aggrieved employee or employees shall first discuss the matter with the Department Head within ten (10) working days of the occurrence of the incident, or such other time period as may be deemed appropriate in the circumstances by either party. Both parties shall attempt to settle the grievance within five (5) working days.

- (ii) Step Two: If the grievance cannot be settled as above, the aggrieved shall present the grievance in writing to the Department Head, with a copy to the Association executive. The aggrieved, with the Shop Steward or other Association representative, shall meet with the Department Head and the Personnel Director, and they shall attempt to settle the grievance within five (5) working days.
- (iii) Step Three: If the grievance cannot be settled as in Step Two, the Association may submit the grievance to the Municipal Manager who shall meet within five (5) working days, or such time as may be agreed upon after receipt of the grievance, with the Association representatives and they shall attempt to settle the grievance within five (5) working days.
- (iv) <u>Step Four:</u> If the grievance cannot be settled **as** in Step Three the grievance may be submitted to Arbitration as set out in this Agreement.
- (c) In the event there is an Association grievance as such, or a Municipal grievance as such, either party may initiate the grievance procedure commencing at Step Three above and shall be governed by the time restraints contained therein and shall further be governed by the ten working day reporting time restraint detailed in Step One.
- (d) In the event there is a Municipal Grievance the grievance shall be directed to the Association's Business Agent.

### 25. ARBITRATION:

(a) Should any difference between the parties to this Agreement remain unsettled after the completion of Step Three of the Grievance procedure, either party within five (5) days after failure to settle the difference, may notify the other in writing of its desire to submit the difference to. If the Association has not responded within five (5) days or, if it has, and the matter is not actively being pursued by the Association, (for example, by advice from the Association that they are proceeding to arbitration, within thirty (30) days) the grievance shall be deemed to be abandoned, unless the parties agree otherwise. The Arbitration Board shall be a panel of three (3) Arbitrator6 unless the parties agree that it shall be a single Arbitrator. The decision of the Arbitration Board, either single or three-man, shall be final and binding on both parties. Expense6 incident to the services of the single member Arbitration Board shall be borne equally by the parties to this Agreement; each party shall bear the expenses incident to the services of its appointee to the three (3) member arbitration Board and shall bear equally the expenses incident to the service8 of the Chairman of the Board.

- (b) <u>Single Arbitrator</u>: The Arbitrator shall be appointed by mutual consent of the parties. If the parties are unable to agree upon the Arbitrator within seven (7) clear days after arbitration has been invoked they shall then jointly petition the Minister of Labour for the Province of British Columbia to appoint an Arbitrator. The Arbitrator shall complete hie examination and hearing and hand down his award within a reasonable time, which is considered to be not more than thirty (30) days after his appointment.
- board of three (3) members the party invoking arbitration shall, in its notice to the other party, so state, and the notice shall contain the name of its appointee to the Arbitration Board. The recipient party of such notice shall, within ten (10) days, advise the other party of the name of its appointee to the Board. The two (2) appointees so selected shall, within twelve (12) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the two (2) members fail to agree upon the Chairman in the time specified, either party may apply to the Minister of Labour to appoint a Chairman. The Board shall proceed as soon as practicable to examine the grievance and render it a judgment.
- (d) It is agreed between the parties hereto that the above Grievance and Arbitration procedure shall be the sole method of settling differences between them or between an employee or employees and the Municipality and it is further agreed that both parties and the employees covered in this Agreement shall be bound by the settlements which derive from the Grievance and Arbitration procedure.
- (e) Any questions as to whether any matter is arbitrable shall be decided by mutual agreement between the parties hereto or shall be referred to the Industrial Relations Council for decision.
- (f) Unless otherwise stated in this Agreement the provisions of Part 6 of the Industrial Relations Act of British Columbia, being Sections 92 to 113, entitled "Arbitration Procedures" will apply.

### 26. AGREEMENT AS TO CONDITIONS NOT MENTIONED:

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 this contract.

#### 27. RIGHTS OF MANAGEMENT:

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, always provided that in the exercise of the aforementioned management rights there shall be no discrimination.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date and year first above written.

SEALED with the SEAL of The CORPORATION OF THE DISTRICT OF WEST VANCOUVER and signed by:

SEALED with the Seal of THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION, NO. 395, and signed by:

President

Secretary

Mayor

schedule "A"
pg. 1 of 10

# PAY GRADE SALARIES - EFFECTIVE JANUARY 01 TO DECEMBER 31, 1991 Rates for 7.0 hour day

Bi-Weekly Rates and Monthly Salaries based on 35 hours per week

PAY GRADE NUMBER	1	. 2	3	4	5
9	1577.	1647.	1723.	1798.	1880.
	725.34	757.54	792.54	827.05	864.71
	10.362	10.822	11.322	11.815	12.353
10	1647.	1723.	1798.	1880.	1962.
	757.54	792.54	827.05	864.71	902.44
	10.822	11.322	11.815	12.353	12.892
11	1723.	1798.	1880.	1962.	2049.
	792.54	827.05	864.71	902.44	942.48
	11.322	11.815	12.353	12.892	13.464
12	1798.	1880.	1962.	2049.	2143.
	827.05	864.71	902.44	942.48	985.67
	11.815	12.353	12.892	13.464	14.081
13	1880.	1962.	2049.	2143.	2239.
	864.71	902.44	942.48	985.67	1029.84
	12.353	12.892	13.464	14.081	14.712
14	1962.	2049.	2143.	2239.	2340.
	902.44	942.48	985.67	1029.84	1076.32
	12.892	13.464	14.081	14.712	15.376
15	2049.	2143.	2239.	2340.	2445.
	942.48	985.67	1029.84	1076.32	1124.62
	13.464	14.081	14.712	15.376	16.066
16	2143.	2239.	2340.	2445.	2556.
	985.67	1029.84	1076.32	1124.62	1175.65
	14.081	14.712	15.376	16.066	16.795
17	2239.	2340.	2445.	2556.	2671.
	1029.84	1076.32	1124.62	1175.65	1228.57
•	14.712	15.376	16.066	16.795	17.551

SCHEDULE "A" pg. 2 of 10

January 01 To December 31, 1991

Rates for 7.0 hour day

Bi-Weekly Rates and Monthly Salaries based on 35 hours per week

NUMBER	1	2 ·	3	4	5
10	0.740	0.445	0.000	0.571	0.000
18	2340.	2445.	2556.	2671.	2790.
	1076.32	1124.62	1175.65	1228.57	1283.31
	15.376	16.066	16.795	17.551	18.333
19	2445.	2556.	2671.	2790.	2917.
	1124.62	1175.65	1228.57	1283.31	1341.69
	16.066	16.795	17.551	18.333	19.167
20	2556.	2671.	2790.	2917.	3050.
	1175.65	1228.57	1283.31	1341.69	1402.87
	16.795	17.551	18.333	19.167	20.041
21	2671.	2790.	2917.	3050.	3185.
	1228.57	1283.31	1341.69	1402.87	1464.96
	17.551	18.333	19.167	20.041	20.928
	47.551	10.555	13.107	20.041	20.920
22	2790.	2917.	3050.	3185.	3326.
	1283.31	1341.69	1402.87	1464.96	1529.85
	18.333	19.167	20.041	20.928	21.855
23	2917.	3050.	3185.	3326.	3478.
	1341.69	1402.87	1464.96	1529.85	1599.78
	19.167	20.041	20.928	21.855	22.854
24	3050.	3185.	3326.	3478.	3637.
	1402.87	1464.96	1529.85	1599.78	1672.86
	20.041	20.928	21.855	22.854	23.898
25	3185.	3326.	3478.	3637.	3798.
	1464.96	1529.85	1599.78	1672.86	1746.92
	20.928	21.855	22.a54	23.898	24.956
26	3326.	3478.	3637.	3798.	3969.
	1529.85	1599.78	1672.86	1746.92	1825.6
	21.855	22.854	23.898	24.956	26.08
27	3.470	2629	3700	2060	41.40
<b>2</b> /	3478. 1599.78	3637. 1672.86	3798. 1746.92	3969. 1825.6	4148. 1907.92
	22.854	23.898	24.956	26.08	27.256

schedule "A"
pg. 3 of 10

# PAY GRADE SALARIES - EFFECTIVE JANUARY 01 TO JUNE 30, 1992 Rates for 7.0 hour day

Bi-Weekly Rates and Monthly Salaries based on 35 hours per week

PAY GRADE	•	2	3	<b>A</b>	5
<u>NUMB</u> ER	<b>_</b>		3	<del></del>	<u>5</u>
9					
	1653.	1723.	1799.	1874.	1956.
	760.34	792.54	827.47	861.98	899.71
	10.862	11.322	11.821	12.314	12.853
10	1723.	1799.	1874.	1956.	2038.
	792.54	827.47	861.98	899.71	937.44
	11.322	11.821	12.314	12.853	13.392
11	1799.	1874.	1956.	2038.	2125.
	827.47	861.98	899.71	937.44	977.41
	11.821	12.314	12.853	13.392	13.963
12	1874.	1956.	2038.	2125.	2219.
	861.98	899.71	937.44	977.41	1020.67
	12.314	12.853	13.392	13.963	14.581
13	1956.	2038.	2125.	2219.	2315.
	899.71	937.44	977.41	1020.67	1064.84
	12.853	13.392	13.963	14.581	15.212
14	2038.	2125.	2219.	2315.	2416.
	937.44	977.41	1020.67	1064.84	1111.25
	13.392	13.963	14.581	15.212	15.875
15	2125.	2219.	2315.	2416.	2521.
	977.41	1020.67	1064.84	1111.25	1159.55
	13.963	14.581	15.212	15.875	16.565
16	2219.	2315.	2416.	2521.	2632.
	1020.67	1064.84	1111.25	1159.55	1210.65
	14.581	15.212	15.875	16.565	17.295
17	2315.	2416.	2521.	2632.	2747.
	1064.84	1111.25	1159.55	1210.65	1263.50
	15.212	15.875	16.565	17.295	18.05

SCHEDULE "A" pg. 4 of 10

# January 01 To June 30, 1992 Rates for 7.0 hour day Bi-Weekly Rates and Monthly Salaries based on 35 hours per week

PAY GRADE					
NUMBER	1	2	3	4	5
18	2416.	2521.	2632.	2747.	2866.
	1111.25	1159.55	1210.65	1263.50	1318.24
	15.875	16.565	17.295	18.05	18.832
19	2521.	2632.	2747.	2866.	2993.
	1159.55	1210.65	1263.50	1318.24	1376.69
	16.565	17.295	18.05	18.832	19.667
20	2632.	2747.	2866.	2993.	3126.
	1210.65	1263.50	1318.24	1376.69	1437.87
	17.295	18.05	18.832	19.667	20.541
21	2747.	2866.	2993.	3126.	3261.
	1263.50	1318.24	1376.69	1437.87	1499.96
	18.05	18.832	19.667	20.541	21.428
22	2866.	2993.	3126.	3261.	3402.
	1318.24	1376.69	1437.87	1499.96	1564.78
	18.832	19.667	20.541	21.428	22.354
23	2993.	3126.	3261.	3402.	3554.
	1376.69	1437.87	1499.96	1564.78	1634.71
	19.667	20.541	21.428	22.354	23.353
24	3126.	3261.	3402.	3554.	3713.
	1437.87	1499.96	1564.78	1634.71	1707.86
	20.541	21.428	22.354	23.353	24.398
25	3261.	3402.	3554.	3713.	3874.
	1499.96	1564.78	1634.71	1707.86	1781.92
	21.428	22.354	23.353	24.398	25.456
26	3402.	3554.	3713.	3874.	4045.
	1564.78	1634.71	1707.86	1781.92	1860.53
	22.354	23.353	24.398	25.456	26.579
27	3554.	3713.	3874.	4045.	4224.
	1634.71	1707.86	1781.92	1860.53	1942.92
	23.353	24.398	25.456	26.579	. 27.756

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# PAY GRADE SALARIES - EFFECTIVE JULY 31 TO DECEMBER 31, 1992 Rates for 7.0 hour day

Bi-Weekly Rates and Monthly Salaries based on 35 hours per week

PAY GRADE NUMBER	1	2	3	4	5
9	1683.	1753.	1829.	1904.	1986.
	774.13	806.33	841.26	875.77	913.50
	11.059	11.519	12.018	12.511	13.05
10	1753.	1829.	1904.	1986.	2068.
	806.33	841.26	875.77	913.50	951.23
	11.519	12.018	12.511	13.05	13.589
11	1829.	1904.	1986.	2068.	2155.
	841.26	875.77	913.5	951.23	991.20
	12.018	12.511	13.05	13.589	14.16
12	1904.	1986.	2068.	2155.	2249.
	875.77	913.50	951.23	991.20	1034.46
	12.511	13.05	13.589	14.16	14.778
13	1986.	2068.	2155.	2249.	2345.
	913.5Ò	951.23	991.20	1034.46	1078.63
	13.05	13.589	14.16	14.778	15.409
14	2068.	2155.	2249.	2345.	2446.
	951.23	991.20	1034.46	1078.63	1125.04
	13.589	14.16	14.778	15.409	16.072
15	2155.	2249.	2345.	2446.	2551.
	991.20	1034.46	1078.63	1125.04	1173.34
	14.16	14.778	15.409	16.072	16.762
16	2249.	2345.	2446.	2551.	2662.
	1034.46	1078.63	1125.04	1173.34	1224.44
	14.778	15.409	16.072	16.762	17.492
17	2345.	2446.	2551.	2662.	2777.
	1078.63	1125.04	1173.34	1224.44	1277.29
	15.409	16.072	16.762	17.492	18.247

SCHEDULE "A" pg. 6 of 10

July 31 To December 31, 1992
Rates for 7.0 hour day
Bi-Weekly Rates and Monthly Salaries based on 35 hours per week

PAY GRADE					
NUMBER	11	2	3	. 4	5
18	2446.	2551.	2662.	2777.	2896.
	1125.04	1173.34	1224.44	1277.29	1332.03
	16.072	16.762	17.492	18.247	19.029
19	2551.	2662.	2777.	2896.	3023.
	1173.34	1224.44	1277.29	1332.03	1390.48
	16.762	17.492	18.247	19.029	19.864
20	2662.	2777.	2896.	3023.	3156.
	1224.44	1277.29	1332.03	1390.48	1451.66
	17.492	18.247	19.029	19.864	20.738
21	2777.	2896.	3023.	3156.	3291.
	1277.29	1332.03	1390.48	1451.66	1513.75
	18.247	19.029	19.864	20.738	21.625
22	2896.	3023.	3156.	3291.	3432.
	1332.03	1390.48	1451.66	1513.75	1578.57
	19.029	19.864	20.738	21.625	22.551
23	3023.	3156.	3291.	3432.	3584.
	1390.48	1451.66	1513.75	1578.57	1648.50
	19.864	20.738	21.625	22.551	23.55
24	3156.	3291.	3432.	3584.	3743.
	1451.66	1513.75	1578.57	1648.50	1721.65
	20.738	21.625	22.551	23.55	24.595
25	3291.	3432.	3584.	3743.	3904.
	1513.75	1578.57	1648.50	1721.65	1795.71
	21.625	22.551	23.55	24.595	25.653
26	3432.	3584.	3743.	3904.	4075.
	1578.57	1648.50	1721.65	1795.71	1874.32
	22.551	23.55	24.595	25.653	26.776
27	3584.	3743.	3904.	4075.	4254.
	1648.50	1721.65	1795.71	1874.32	1956.71
	23.55	24.595	25.653	26.776	27.953

SCHEDULE "A" pg. 7 of 10

# PAY GRADE SALARIES - EFFECTIVE JANUARY 1 TO DECEMBER 31, 1993 Rates for 7.0 hour day

Bi-Weekly Rates and Monthly Salaries based on 35 hour6 per week

PAY GRADE NUMBER		<u> </u>		4	
9	1793.	1863.	1939.	2014.	2096.
	824.74	856.94	891.87	926.38	964.11
	11.782	12.242	12.741	13.234	13.773
10	1863.	1939.	2014.	2096.	2178.
	856.94	891.87	926.38	964.11	1001.77
	12.242	12.741	13.234	13.773	14.311
11	1939.	2014.	2096.	2178.	2265.
	891.87	926.38	964.11	1001.77	1041.81
	12.741	13.234	13.773	14.311	14.883
12	2014.	2096.	2178.	2265.	2359.
	926.38	964.11	1001.77	1041.81	1085.07
	13.234	13.773	14.311	14.883	15.501
13	2096.	2178.	2265.	2359.	2455.
	964.11	1001.77	1041.81	1085.07	1129.24
	13.773	14.311	14.883	15.501	16.132
14	2178.	2265.	2359.	2455.	2556.
	1001.77	1041.81	1085.07	1129.24	1175.65
	14.311	14.883	15.501	16.132	16.795
15	2265.	2359.	2455.	2556.	2661.
	1041.81	1085.07	1129.24	1175.65	1223.95
	14.883	15.501	16.132	16.795	17.485
16	2359.	2455.	2556.	2661.	2772.
	1085.07	1129.24	1175.65	1223.95	1275.05
	15.501	16.132	16.795	17.485	18.215
17	2455.	2556.	2661.	2772.	2887.
	1129.24	1175.65	1223.95	1275.05	1327.90
	16.132	16.795	17.485	18.215	18.97

SCHEDULE "A" pg. 8 of 10

January 1 To December 31, 1993
Rates for 7.0 hour day
Bi-Weekly Rates and Monthly Salaries based on 35 hours per week

PAY GRADE					
NUMBER	1	2	3	4	5
18	2556.	2661.	2772.	2887.	3006.
	1175.65	1223.95	1275.05	1327.90	1382.64
	16.795	17.485	18.215	18.97	19.752
19	2661.	2772.	2887.	3006.	3133.
	1223.95	1275.05	1327.90	1382.64	1441.09
	17.485	18.215	18.97	19.752	20.587
20	2772.	2887.	3006.	3133.	3266.
	1275.05	1327.90	1382.64	1441.09	1502.27
	18.215	18.97	19.752	20.587	21.461
21	2887.	3006.	3133.	3266.	3401.
	1327.90	1382.64	1441.09	1502.27	1564.36
	18.97	19.752	20.587	21.461	22.348
22	3006.	3133.	3266.	3401.	3542.
	1382.64	1441.09	1502.27	1564.36	1629.18
	19.752	20.587	21.461	22.348	23.274
23	3133.	3266.	3401.	3542.	3694.
	1441.09	1502.27	1564.36	1629.18	1699.11
	20.587	21.461	22.348	23.274	24.273
24	3266.	3401.	3542.	3694.	3853.
	1502.27	1564.36	1629.18	1699.11	1772.26
	21.461	22.348	23.274	24.273	25.318
25	3401.	3542.	3694.	3853.	4014.
	1564.36	1629.18	1699.11	1772.26	1846.32
	22.348	23.274	24.273	25.318	26.376
26	3542.	3694.	3853.	4014.	4185.
	1629.18	1699.11	1772.26	1846.32	1924.93
	23.274	24.273	25.318	26.376	27.499
27	3694.	3853.	4014.	4185.	4364.
	1699.11	1772.26	1846.32	1924.93	2007.25
	24.273	25.318	26.376	27.499	28.675

SCHEDULE "A" pg. 9 of 10

# PLAN CHECKING CLERK/INSPECTOR

Step 5

Effective January 1 to December 31, 1991

	Per Hour	<u>Bi-weekly</u>	Monthly
Step 1	20.501	1435.07	3120.
Step 2	21.461	1502.27	3266.
Step 3	22.453	1571.71	3417.
Step 4	23.491	1644.37	3575.
Step 5	24.753	1732.71	3767.
E	ffective January 01 t	o June 30, 19	92
	<u>Per Hour</u>	Bi-weekly	Monthly
Step 1	21.001	1470.07	3196.
Step 2	21.960	1537.20	3342.
Step 3	22.952	1606.64	3493.
Step 4	23.990	1679.30	3651.
Step 5	25.252	1767.64	3843.
E	<b>ffective</b> July $f 1$ to $f D$	ecember 31, 19	92
	Fer Hour	Bi-weekly	Monthly
Step 1	21.198	1483.86	3226.
Step 2	22.157	1550.99	3372.
Step 3	23.149	1620.43	3523.
Step 4	24.188	1693.16	3681.

25.449 1781.43 3873.

SCHEDULE "A" pg. 10 of 10

# PLAN CHECKING CLERK/INSPECTOR (continued)

Effective January 1 to December 31, 1993

	per Hour	Bi-weekly	Monthly
Step 1	21.921	1534.47	3336.
Step 2	22.880	1601.60	3482.
Step 3	23.872	1671.04	3633.
Step 4	24.910	1743.70	3791.
Step 5	26.172	1832.04	3983.

# SCHEDULE "B" pg. 1 of 6

# ALPHABETICAL LISTING OF INSIDE CLASSIFICATIONS AND THEIR PAY GRADES

			Pay Gi	rade
Class No	2•	Class Title	<u>No.</u>	
1010-9	(g),(c)(i)	Accounting Clerk I	13	
1020-9	(c)(ii)	Accounting Clerk II	17	
1030-9	(g),(c)(iii)	Accounting Clerk III	20	
1860-9		Accounting Supervisor	25	
1040-9	(c)(ii)	Accounts Payable Clerk	15	
1050-9	(c) (iii)	Administrative Assistant	17	
1310-9	(c)(iii)	Administrative Clerk/Stores Supervisor	22	(8hrs)
1890-9		Aquatic Leader I	15	•
1450-9	(a),(c)(iii)	Aquatic Leader II	17	
1440-9	(a),(c)(iii)	Aquatic Program Coordinator	20	
1060-9	(c)(iii)	Aquatic Supervisor	20	
1870-9	(-/(/	Assistant Deputy Clerk	22	
1070-9	(c)(iii)	Assistant Municipal Clerk	23	
1880-9	(-/(/	Assistant Purchasing Agent	22	(8hrs)
1080-9	(b),(c)(ii)	Building Maintenance Man I	15	
1090-9	(b),(c)(ii)	Building Maintenance Man II	16	
1100-9	(c)(ii)	Building Services & Maintenance		
	( · / ( · /	Man Supervisor	20	
1110-9		Buyer I	19	
1120-9	(g),(c)(ii)	By-Law Licence Inspector	21	
1130-9	(c)(i)	Cashier Clerk I	13	
1140-9	(c)(ii)	Cashier Clerk If	15	
1150-9	(a),(c)(i)	Cashier & Registrations Clerk I	12	
1160-9	(a),(c)(i)	Cashier & Registrations Clerk II	13	
2000-9		Centre supervisor	22	(7.5hrs)
1170-9	(c)(i)	clerk I	11	
1180-9	(c)(i)	Clerk II	13	
1190-9	(b),(c)(iii)	Clerk III	17	
1200-9	(c)(iii)	Clerk IV	19	
1210-9	(c)(iii)	Clerk V	22	
1220-9	(c)(i)	Clerk Stenographer I	12	
1230-9	(c)(i)	Clerk Stenographer II	13	
1240-9	(¢)(i)	Clerk Stenographer III	15	
1250-9	(c)(iii)	Clerk stenographer IV	17	
1260-9	(c)(i)	Clerk Typist I	11	
1950-9		Community Forester	25	
1270-9	(c)(iii)	Computer Programmer I	17	
1280-9	(c)(iii)	Computer Programmer II	20	
1290-9	(c)(iii)	Computer Programmer III	23	
1300-9	(c)(iii)	Cultural Coordinator	19	
1320-9	(c)(i)	Dispatcher (Public Works/Parks)	13	(8hrs)

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Class No		Class Title	Pay Grade
	-		
1330-9	(a)(c)(iii)	Dispatcher (Transportation)	22
1340-9	(c)(iii)	Draftsman/Clerk	19
1350-9	(c)(iii)	Eagle Harbour Community Centre	
1040		Supervisor	20
1360-9	(c)(ii)	Engineering Assistant I	15
1370-9	(c)(iii)	Engineering Assistant II	19
1380-9	(c)(iii)	Engineering Assistant III	22
1390-9	(g),(c)(iii)	Engineering Assistant IV	25
1400-9	(c)(iii)	Engineering Assistant V	27
1410-9		Engineer Iceman	21
1420-9	(c)(iii)	General Program Coordinator	19
1430-9	(a),(c)(iii)	Gymnastics Coach & Coordinator	19
1460-9		Inspector - Trade I	24
1470-9		Inspector - Trade II	26
1480-9	(c)(iii)	Landscape Technician	24
1490-9	(c)(iii)	Legal Assistant	19
1500-9	(g)(iii)	Legal Secretary	16
1510-9	(c)(i)	Licence Clerk	13
1520-9	(c)(i)	Lifeguard Instructor I	13
1530-9	(a),(c)(i)	Lifeguard Instructor II	14
1930-9		Mapping Technician I	21
1940-9		Mapping Technician II	24
1540-9	(c)(i)	Payroll Clerk I	12
1550-9	(c)(ii)	Payroll Clerk II	15
1560-9	(c)(iii)	Payroll Clerk III	18
1570-9	(g),(c)(iii)	Personnel Assistant I	16
1580-9	(a),(c)(iii)	Physical Fitness Program	
		Coordinator	19
1590-9	(d),(g),(c)(iii)	Plan Checking Clerk - Inspector	23(a)
1850-9		Planning Assistant III	21
1700-9	(c)(i)	Planning/Research Assistant	17
1600-9	(c)(iii)	Play Care Leader I	16
1610-9	(c)(iii)	Pre-Fire Plan Programmer	24
1620-9	(C)(iii)	Program Coordinator	19
1630-9	(h),(c)(iii)	Programmer Analyst	26
1640-9	(c)(i)	Purchasing Clerk I	12
1650-9	(c)(i)	Purchasing Clerk II	13
1660-9	(c)(iii)	Purchasing Clerk III	18
1680-9	(c)(iii)	Recreation Centre Program	
		Coordinator	19
1840-9		Recreation Facility Clerk	14
1830-9		Recreation Facility Clerk/	
		Supervisor	15

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		pg.	<b>3</b> of	6	
1690-9	(c)(ii)	Recreation Program Assistant	15		
1710-9	(g),(c)(ii)	Ridge Inspector	15		
1720-9		Secretary to Municipal Clerk	15		
1730-9		Secretary-Parks & Recreation			
		Director	16		
1740-9	(a),(c)(iii)	Senior Citizens Program			
		Coordinator	19		
1750-9	(b),(c)(iii)	Storekeeper (Transit)	18		
1760-9	(c)(iii)	Storekeeper I	18	(8hrs)	
1770-9		Storekeeper/Buyer (Municipal			
	, , , ,	Yard)	19	(8hrs)	
1780-9	(c)(iii)	Supervisor Taxes	19		
1790-9	(c)(iii)	Systems Clerk/Equipment Operator	16		
1800-9		Telephone Operator Typist	10		
1810-9	· · · ·	Terminal Operator	13		
1820-9	(c)(iii)	Youth Program Coordinator	19		

\*\*\*\*\*\*

- (a) Incumbents to be paid an additional five (5) hours per pay period based on their regular base hourly rate of pay when required to work a thirty-seven and one-half (37-1/2) hour week.
- (b) Incumbents to be paid an additional ten (10) hours pay per pay period based on their regular base hourly rate of pay when required to work a forty (40) hour week.
- (c) (i) Incumbents in such classifications shall, subject to the completion of satisfactory performance, receive six (6) month increments from Step 1 to Step 2 and from step 2 to Step 3 of their respective pay grades. Increments from Step 3 to Step 4 and from Step 4 to Step 5 within the pay grade shall be on an annual basis subject to the completion of satisfactory performance.
  - (ii) Incumbents in such classifications shall, subject to the completion of satisfactory performance, receive a six (6) month increment from step 1 to step 2 of the pay grade. Increments through the remainder of the pay grade shall be on an annual basis, subject to the completion of satisfactory performance.
  - (iii) Except as shown in (c)(ii), all other classifications receive increments on an annual basis following the completion of satisfactory performance.
  - (iv) For the 1988 implementation of six (6) month increments shown in (c)(i) and (ii) above the following shall apply:

Employees who, on 1989 January 01, are on steps 1 or 2 of Pay grades 9 to 14 or step 1 of Pay Grade 15 shall be eligible for their next increment on 1989 January 01 or six (6) months after the date of their last increment (or date of hire), whichever is later, Thereafter the new time frames shall apply.

- (d) The Pay Grades for Plan Checking Clerk/Inspector and Pay Grades 24 and 26 for Trades Inspector I and II respectively includes trade adjustment.
- (e) Includes special adjustment for working forty (40) hour week (P.G. 21).

SCHEDULE "B" pg. 5 of 6

- (f) (i) Afternoon shift employees at the Recreation Centre, Ice Arena and Aquatic Centre who were in receipt of shift differential prior to 4 May 1981 shall be paid a shift differential of sixty cents (600) per hour for hours worked outside 9.00 am. to 7.00 p.m. daily in accordance with (f)(iii) below.
  - (ii) Effective 1981 May 04 employees working in Building Maintenance Man classifications at the facilities referred to in (g)(i) above who previously have not received shift differential shall qualify to receive sixty cents (600) per hour shift differential for hours worked outside 9.00 a.m. to 7.00 p.m. daily in accordance with (f)(iii) below.
  - (iii) Shift differential referred to in (f)(i) and (ii) above 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 in (f)(i) and (ii) above, the shift differential shall apply to the entire shift.
  - (iv) A. Transportation Dispatchers required to work shifts outside of 8 am. to 4 p.m. daily, including Saturday and Sunday shall qualify for a shift differential of \$0.60 per hour for all hours worked outside of 8 a.m. and 4 p.m.
    - B. Shift differential referred to above shall be payable for all regular hours worked more than one (1) hour on either aide of the recognized daily hours, provided that where the majority of an employee's regular hours fall outside of the period of 8 a.m. to 4 p.m. the shift differential shall apply to the entire shift.
- (g) The probation period for all classifications except those listed below shall be six months. The classifications listed below shall have a twelve month probationary period.

Accounting Clerk III Pay Grade 20
Accounting Supervieor Pay Grade 23
Administrative Clerk/Stores Supervisor Pay Grade 22
All Trade8 Inspectors Pay Grade 24 and 26

# schedule "B" pg. 6 of 6

Pay Grade 22
Pay Grade 21
Pay Grade 22 (7.5hrs)
Pay Grade 21
Pay Grade 25
Pay Grade 16
Pay Grade 18
Pay Grade 16
Pay Grade 23(a)
Pay Grade 25
Pay Grade 19
Pay Grade 15
Pay Grade 19
Pay Grade 19

An employee hired from within the bargaining unit into a classification listed in (g) above, and who has either acted in that position or worked for a minimum of six (6) months in the department where the position is located, shall be only required to serve a six (6) month probationary period.

SCHEDULE "C"

## OUTSIDE EMPLOYEES ON HOURLY RATES

		<u>Jan. 1/</u> 91
3010	Paper Picker - Cleaning of Streets	14.36
3021	Labourer 1 - Basic	15.20
3022	Labourer 2 - Semi-Skilled	15.40
3023	Labourer 3 - skilled	15.64
3024	Yard Labourer/Stores Assistant	14.60 15.64
3031	Park Attendant 1 - Basic	15.20
3032	Park Attendant 2 - Semi-skilled	15.40
3033	Park Attendant 3 - Skilled	15.64
3040	Wilderness Park Attendant	16.52
3051	Parks Utilityman - Basic	16.52
3052	Parks Utilityman - Semi-Skilled	18.94
3053	Parks Utilityman - Skilled	20.30
3060	Gardener Helper	15.40
3073	Greenskeeper 1 - Skilled	15.64
3074	Greenskeeper 2 - In Charge of Crew	18.94
3080	Golf Course Attendant - Ambleside Pitch N Putt	17.43
3091	Concrete Finisher (Trowel Work) 1 - Maintenance	15.95
3092	Concrete Finisher (Trowel Work) 2 - Construction	16.52
3100	Blacktop Raker - Skilled (Plus Dirty Money)	15.95
3110	Pipefitter & Caulker	16.52
3120	Powderman	20.30
3131	Painter 1 - Basic	16.52
3132	Painter 2 - Semi-skilled	18.94
3133	Painter 3 - Skilled Tradesman	20.30
3134	Painter 3 - Skilled Tradesman (Supervisor)	20.41
3141	Carpenter 1 - Basic	16.52
3142	Carpenter 2 - Semi-skilled	18.94
3143	Carpenter 3 - Skilled Tradesman	20.30
3144	Carpenter 3 - Skilled Tradesman (Supervisor)	20.41
3151	Mechanic 1 - Basic	16.52
3152	Mechanic 2 • Semi-skilled	18.94
3153	Mechanic 3 - Skilled Tradesman	20.30
3154	Mechanic 3 - Skilled Tradesman (Supervisor)	20.41
3161	Welder 1 - Basic	16.52
3162	Welder 2 - Semi-skilled	18.94
3163	Welder 3 - Skilled Tradesman	20.30
3171	Waterworks Utilityman 1 - Basic	16.52
3172	Waterworks Utilityman 2 - Semi-Skilled	18.94
3173	Waterworks Utilityman 3 - Skilled Tradesman	20.30
3181	Sewer Utilityman 1 - Basic	16.52
3182	Sewer Utilityman 2 - Semi-skilled	18.94
3183	Sewer Utilityman 3 - skilled Tradesman	20.30
3193	Building Maintenance Worker (Recreation) Tradesman	
3200	General Utilityman	15.95

SCHEDULE "C"
pg. 2 of 9

		<u>Jan. 1/</u> 91
3212	Gardener 1 - Semi-Skilled	18.94
3213	Gardener 2 - Skilled Tradesman	20.30
3221	Stonemason I - Basic	16.52
3222	Stonemason II - Semi-Skilled	18.94
3223	Stonemason III - Skilled	20.30
3230	Nurseryman 2	20.30
3231	Truck Operator 1	15.91
	- Light Delivery	
	<ul> <li>Dumpster</li> </ul>	
3242	Truck Operator 2a	15.99
3243	Truck Operator 2b	16.39
3244	Truck Operator 3 - Tandem Axle	16.58
3245	Truck Operator 3 - Tandem Axle Driver Trainer	16.88
3251	Equipment Operator 1	16.07
	<ul><li>Parks Sweeper</li></ul>	
	<ul><li>Large Mower</li></ul>	
	- Jack Hammer	
	' - Compressor	
	- Blacktop Hand Roller	
3252	Equipment Operator 2	16.52
	- 3-5 Ton Roller	
	- Diesel Roller	
	- Road Paint Sprayer	16.71
3253	Equipment Operator 3	10.71
	- Parks Tractors & Light Loaders	
0054	- Heavy Sweeper	17.63
3254	Equipment Operator 4a	17.03
	<ul><li>Heavy Loader</li><li>Backhoe</li></ul>	
3255	Equipment Operator 4b	18.05
3433	- Grader	10.03
	- Glauci	

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## OUTSIDE EMPLOYEES ON HOURLY RATES

		<u>Jan. 1/</u> 92	July 1/92
3010	Paper Picker - Cleaning of Streets	14.86	15.06
3021	Labourer 1 - Basic	15.70	15.90
3022	Labourer 2 - Semi-Skilled	15.90	16.10
3023	Labourer 3 - Skilled	16.14	16.34
3024	Yard Labourer/Stores Assistant	16.14	16.34
3031	Park Attendant 1 - Basic	15.70	15.90
3032	Park Attendant 2 - Semi-skilled	15.90	16.10
3033	Park Attendant 3 ~ Skilled	16.14	16.34
3040	Wilderness Park Attendant	17.02	17.22
3051	Parks Utilityman - Basic	17.02	17.22
3052	Parks Utilityman - Semi-skilled	19.44	19.64
3053	Parks Utilityman - Skilled	20.80	21.00
3060	Gardener Helper	15.90	16.10
3073	Greenskeeper 1 - Skilled	16.14	16.34
3074	Greenskeeper 2 - In Charge of Crew	19.44	19.64
3080	Golf Course Attendant - Ambleside Pitch N Putt	17.93	18.13
3091	Concrete Finisher (Trowel Work) 1 - Maintenance	16.45	16.65
3092	Concrete Finisher (Trowel Work) 2 - Construction	17.02	17.22
3100	Blacktop Raker - Skilled (Plus Dirty Money)	16.45	16.65
3110	Pipefitter & Caulker	17.02	17.22
3120	Powderman	20.80	21.00
3131	Painter 1 - Basic	17.02	17.22
3132	Painter 2 - Semi-skilled	19.44	19.64
3133	Painter 3 - Skilled Tradesman	20.80	21.00
3134	Painter 3 - Skilled Tradesman (Supervisor)	20.91	21.11
3141	Carpenter 1 - Basic	17.02	17.22
3142	Carpenter 2 - Semi-skilled	19.44	19.64
3143	Carpenter 3 - Skilled Tradesman	20.80	21.00
3144	Carpenter 3 - Skilled Tradesman (Supervisor)	20.91	21.11
3151	Mechanic 1 - Basic	17.02	17.22
3152	Mechanic 2 - Semi-Skilled	19.44	19.64
3153	Mechanic 3 - Skilled Tradesman	20.80	21.00
3154	Mechanic 3 - skilled Tradesman (Supervisor)	20.91	21.11
3161	Welder 1 - Basic	17.02	17.22
3162	Welder 2 - Semi-skilled	19.44	19.64
3163	Welder 3 - Skilled Tradeeman	20.80	21.00
3171	Waterworks Utilityman 1 - Basic	17.02	17.22
3172	Waterworks Utilityman 2 - Semi-skilled	19.44	19.64
3173	Waterworks Utilityman 3 - Skilled Tradesman	20.80	21.00
3181	Sewer Utilityman 1 - Basic	17.02	17.22
3182	Sewer Utilityman 2 - Semi-skilled	19.44	19.64
3183	Sewer Utilityman 3 - Skilled Tradesman	20.80	21.00
3193	Building Maintenance $Man$ (Recreation) Tradeeman	20.80	21.00

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		<u>Jan. 1/92</u>	July 1/
3200	General Utilityman	16.45	16.
3212	Gardener 1 - Semi-Skilled	19.44	19.
3213	Gardener 2 - Skilled Tradesman	20.80	21.
3221	Stonemason I - Basic	17.02	17.
3222	Stonemason II - Semi-skilled	19.44	19.
3223	Stonemason III - Skilled	20.80	21.
3230	Nurseryman 2	20.80	21.
3231	Truck Operator 1	16.41	16.
	- Light Delivery		
	- Dumpster		
3242	Truck Operator 2a	16.49	16.
3243	Truck Operator 2b	16.89	17.
3244	Truck Operator 3 - Tandem Axle	17.08	17.
3245	Truck Operator 3 - Tandem Axle Driver Trainer	17.38	17.:
3251	Equipment Operator 1	16.57	16.'
	- Parks Sweeper		
	- Large Mower		
	- Jack Hammer		
	- Compressor		
	- Blacktop Hand Roller		
3252	Equipment Operator 2	17.02	17.
	- 3-5 Ton Roller		
	- Diesel Roller		
	- Road Paint Sprayer		
3253	Equipment Operator 3	17.21	17.
	- Parks Tractors & Light Loaders		
	- Heavy Sweeper		
3254	Equipment Operator 4a	18.13	18.
	- Heavy Loader		
	- Backhoe		
3255	Equipment Operator 4b	18.55	18.'
	- Grader		

SCHEDULE "C"
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## OUTSIDE EMPLOYEES ON HOURLY RATES

		Jan. 1/93
3010	Paper Picker - Cleaning of Streets	15.78
3021	Labourer 1 - Basic	16.62
3022	Labourer 2 - Semi-Skilled	16.82
3023	Labourer 3 - Skilled	17.06
3024	Yard Labourer/Stores Assistant	14.60 17.06
3031	Park Attendant 1 - Basic	16.62
3032	Park Attendant 2 - Semi-skilled	16.82
3033	Park Attendant 3 - Skilled	17.06
3040	Wilderness Park Attendant	17.94
3051	Parka Utilityman - Basic	17.94
3052	Parka Utilityman - Semi-skilled	20.36
3053	Parks Utilityman - Skilled	21.72
3060	Gardener Helper	16.82
3073	Greenskeeper 1 - skilled	17.06
3074	Greenskeeper 2 - In Charge of Crew	20.36
3080	Golf Course Attendant - Ambleside Pitch N Putt	18.85
3091	Concrete Finisher (Trowel Work) 1 - Maintenance	17.37
3092	Concrete Finisher (Trowel Work) 2 - Construction	17.94
3100	Blacktop Raker - Skilled (Plus Dirty Money)	17.37
3110	Pipefitter & Caulker	17.94
3120	Powderman	21.72
3131	Painter 1 - Basic	17.94
3132	Painter 2 - Semi-skilled	20.36
3133	Painter 3 - Skilled Tradeeman	21.72
3134	Painter 3 - Skilled Tradeeman (Supervisor)	21.83
3141	Carpenter 1 - Basic	17.94
3142	Carpenter 2 - Semi-Skilled	20.36
3143	Carpenter 3 - Skilled Tradesman	21.72
3144	Carpenter 3 - Skilled Tradesman (Supervisor)	21.83
3151	Mechanic 1 - Basic	17.94
3152	Mechanic 2 - Semi-Skilled	20.36
3153	Mechanic 3 - Skilled Tradesman	21.72
3154	Mechanic 3 - Skilled Tradesman (Supervisor)	21.83
3161	Welder 1 - Basic	17.94
3162	Welder 2 - Semi-Skilled	20.36
3163	Welder 3 - Skilled Tradesman	21.72
3171	Waterworks Utilityman 1 - Basic	17.94
3172	Waterworks Utilityman 2 - Semi-skilled	20.36
3773	Waterworks Utilityman 3 - Skilled Tradesman	21.72
3181	Sewer Utilityman 1 - Basic	17.94
3182	Sewer Utilityman 2 - Semi-skilled	20.36
3183	Sewer Utilityman 3 - Skilled Tradesman	21.72
3193	Building Maintenance Man (Recreation) Tradesman	21.72

# SCHEDULE "C" pg. 6 of 9

		<u>Jan. 1/93</u>
3200	General Utilityman	17.37
3212	Gardener 1 - Semi-Skilled	20.36
3213	Gardener 2 - Skilled Tradesman	21.72
3221	Stonemason I - Basic	17.94
3222	Stonemason II - Semi-Skilled	20.36
3223	Stonemason III - Skilled	21.72
3230	Nurseryman 2	21.72
3231	Truck Operator 1	17.33
	- Light Delivery	
	- Dumpster	
3242	Truck Operator 2a	17.41
3243	Truck Operator 2b	17.81
3244	Truck Operator 3 - Tandem Axle	18.00
3245	Truck Operator 3 - Tandem Axle Driver Trainer	18.30
3251	Equipment Operator 1	17.49
	- Parks Sweeper	
	<ul><li>Large Mower</li></ul>	
	- Jack Hammer	
	- Compressor	
	- Blacktop Hand Roller	
3252	Equipment Operator 2	17.94
	- 3-5 Ton Roller	
	- Diesel Roller	
2052	- Road Paint Sprayer	10 12
3253	Equipment Operator 3	18.13
	- Parks Tractors & Light Loaders	
3254	- Heavy Sweeper	19.05
3234	Equipment Operator 4a	19.05
	<ul><li>Heavy Loader</li><li>Backhoe</li></ul>	
3255	Equipment Operator 4b	19.47
3233	Equipment Operator 45 - Grader	17.4/
	- Grader	

schedule "c"

### APPRENTICE HOURLY RATES OF PAY

# TERMS OF APPRENTICESHIP Dependent upon type of Training

	<u>5 Yr.</u>	<u>4 Yr.</u>	<u> 3 Yr.</u>	2 Yr.
1st 6 months	50%	50%	SO%	50%
2nd 6 months	55%	55%	55%	60%
3rd 6 months	60%	60%	65%	75%
4th 6 months	65%	65%	70%	90%
5th 6 months	70%	70%	80%	
6th 6 months	75%	75%	90%	
7th 6 months	80%	£08		
8th 6 months	80%	90%		
9th 6 months	90%			
10th 6 months	90%			

#### All percentages based on Skilled Tradesman Rate

Apprentices, while they are attending courses set by a training authority acceptable to the Municipality during each year of their apprenticeship shall apply for allowances granted by Labour Canada and shall sign such allowances over to the Municipality. The Municipality for its part shall continue to pay the Apprentice at his regular rate of pay. If an Apprentice either refusee to apply for or refuses to turn over said allowance or allowances to the Municipality he shall be paid the difference between his regular rate of pay and the allowance(s) received.

#### OUTSIDE EMPLOYEES ON HOURLY RATES (CONT'D)

- (a) Includes 10¢ per hour for Supervisory duties.
- (b) Includes 25¢ per hour for Driver Training.
- (c) Waterworks Utilityman or Sewer Utilityman who qualify for and obtain Provincially certified B.C. Tradesman papers will qualify for re-classification to and payment at the skilled level for their respective classification, where a requirement for a skilled Utilityman exists.
- (d) The probation periods for all classifications except those listed below shall be SiX (6) months. The classifications listed below shall have a twelve (12) month probationary period:

Greenskeeper 1 and 2 Gardener 1 and 2 Nurseryman 2

SCHEDULE "C" pg. 8 of 9

#### Dirty Money

- (i) Blacktop Laying, twenty-five cents (25¢) per hour in addition to employee's regular hourly rate payable to each employee who comes in physical contact with the blacktop being spread. The minimum amount paid shall be one dollar and twenty cents (\$1.20) in a normal working day.
- (ii) Sewer Maintenance, at the discretion of the Superintendent of Works, twenty-five cents (250) per hour in addition to the employee's regular hourly rate will be paid to any employee required to handle raw sewage.
- (iii) Cemetery disinterment, employees disinterring uncremated human remains shall while so engaged be paid one and one-half (1-1/2) times their normal rate of pay.
- (iv) Garage Mechanics, twelve cents (12¢) per hour in addition to the Mechanic's hourly rate will be paid when working on the packer unit of garbage trucks. Circumstances under which the premium is to be paid are:
  - (a) When garbage is still in the packer and the mechanic is required to work on the packer;
  - (b) When a mechanic is required to work on a garbage vehicle that has just dumped its load and has not been washed.
  - (c) (a) and (b) qualify a mechanic for payment only when he is required to work on the packer unit and hydraulic systems etc., related to its operation.
  - (d) Payment of this premium will be recommended by the Supervisor and authorized by the Public Works Manager.

## Protective Aprons

Aprons are to be made available for Drillers and Powdermen when operating compressors and/or driller equipment. Such aprons to be issued from the public works yard.

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### Shift Differential

- (1) Shift differential as outlined in (11) and (111) below will only be paid for the hours worked more than one hour on either side of the normal working hour of 8 a.m. to 4:30 p.m., provided that where the majority of an employee's time falls outside the hours of 8 a.m. to 4:30 p.m. the shift differential shall apply to the entire shift.
- (ii) Mechanics required to work on an evening shift shall be paid sixty cents (600) per hour above their regular hourly rate, while so employed and as outlined in (1) above.
- (111) Sweeper Operator required to work morning and evening shifts shall be paid an hourly premium of sixty cents (600) per hour above the Sweeper Operator regular hourly rate while eo employed and as outlined in (1) above.
- (iv) During the winter months, where a Night Patrol Shift is established by the Public Works Manager, the employee so appointed to this shift, in addition to his regular rate of pay, shall receive a shift differential of sixty (600) cents per hour for the regular hours worked on his shift.
- (v) Shift differential referred to in this Schedule "C" shall not apply to shifts created under Section 15(iii), Emergency Conditions.

#### Truck Operators

Included in the rates of pay for Truck Operators is a two percent (2%) adjustment for operators being required to perform minor running repairs such as light servicing, (washing, assisting in putting on chains, assisting in mounting of ploughs, checking tires, coolant, oil, lights, etc.); keeping simple records; changing tachograph cards and performing the duties required by the Doily Check List provided by the Corporation and assisting in the performance of routine construction and maintenance tasks such as flagging, placing asphalt, etc.

Appendix "5" attached to and forming a part of this Agreement, is the historical summary of the two percent (2%) pay and the duties required to be performed for the pay.

SCHEDULE "D" pg. 1 of 5

SUPERVISORS **SALARY** RANGES - January 1 1991 to December 31 1991 (Bi-Weekly salaries and hourly rates also shown) (Hourly rates based on 40 hour8 per week)

SUPERVISORS	<u>P.H.</u>	BI-WEEKLY	MONTHLY
<pre>1 Level 1 - No Trades</pre>	16.777	1342.16	2918.
	18.209	1456.72	3167.
	18.324	1465.92	3187.
<pre>1 Level 2 - No Trades - Part Trades - Trades</pre>	17.323 18.807 18.968		3013. 3271. 3299.
	17.841 19.382 19.462		3103. 3371. 3385.
<pre>2 Level 2 ~ No Trades</pre>	18.404	1472.32	3201.
	20.003	1600.24	3479.
	20.043	1603.44	3486.
3 Level 1 - No Trades - Part/Full	19.060	1524.80	3315.
	20.704	1656.32	3601.
3 Level 2 - No Trades	19.675	1574.00	3422.
- Part/Full	21.314	1705.12	3707.
4 Level 1 - No Trades	19.675	1574.00	3422.
- Part/Full	21.314	1705.12	3707.
4 Level 2 ~ No Trades	20.296	1623.68	3530.
- Part/Full	21.935	1754.80	3815.
Supervisor - Parks Mechanic	20.704	1656.32	3601.
Equipment Maintenance Supervisor	21.350	1708.00	3713.

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# SUPERVISORS SALARY RANGES - January 1 1992 to June 30 1992 (Bi-Weekly salaries and hourly rates also shown) (Hourly rates based on 40 hours per week)

SUPERVISORS	Р.Н.	BI-WEEKLY	MONTHLY
<pre>1 Level 1 - No Trades</pre>	17.214	1377.12	2994.
	18.646	1491.68	3243.
	18.761	1500.88	3263.
<pre>1 Level 2 = No Trades</pre>	17.760	1420.80	3089.
	19.244	1539.52	3347.
	19.405	1552.40	3375.
<pre>2 Level 1 = No Trades</pre>	18.278	1462.24	3179.
	19.819	1585.52	3447.
	19.899	1591.92	3461.
<pre>2 Level 2 - No Trades</pre>	18.841	1507.28	3277.
	20.440	1635.20	3555.
	20.480	1638.40	3562.
3 Level 1 - No Trades	19.497	1559.76	3391.
- Part/Full	21.141	1691.28	3677.
3 Level 2 - No Trades - Part/Full	20.112	1608.96	3498.
	21.751	17 <b>4</b> 0.08	3783.
4 Level 1 - No Trades - Part/Full	20.112	1608.96	<b>3498.</b>
	21.751	17 <b>4</b> 0.08	3783.
4 Level 2 - No Trades - Part/Full	20.733	1658.64	3606.
	22.371	1789.68	3891.
Supervisor - Parks Mechanic	21.141	1691.28	3677.
Equipment Maintenance Supervisor	21.850	1748.00	3800.

SCHEDULE "D"
pg. 3 of 5

# SUPERVISORS SALARY RANGES - July 1 1992 to December 31 1992 (Bi-Weekly salaries and hourly rates also shown) (Hourly rates based on 40 hours per week)

SUPERVISORS	<u>P.H.</u>	BI-WEEKI.Y	MONTHLY
<pre>1 Level 1 - No Trades</pre>	17.387	1390.96	3024.
	18.818	1505.44	3273.
	18.933	1514.64	3293.
<pre>1 Level 2 - No Trades - Part Trades - Trade6</pre>	17.933	1434.64	3119.
	19.416	1553.28	3377.
	19.577	1566.16	3405.
<pre>2 Level 1 - No Trades</pre>	18.450	1476.00	3209.
	19.991	1599.28	3477.
	20.072	1605.76	3491.
<pre>2 Level 2 - No Trades - Part Trades - Trades</pre>	19.014	1521.12	3307.
	20.612	1648.96	3585.
	20.652	1652.16	3592.
3 Level 1 - No Trades - Part/Full	19.669	1573.52	3421.
	21.314	1705.12	3707.
3 Level 2 - No Trades	20.284	1622.72	3528.
- Part/Full	21.923	1753.84	3813.
4 Level 1 - No Trades - Part/Full	20.284	1622.72	3528.
	21.923	1753.84	3813.
4 Level 2 - No Trades	20.905	1672.40	3636.
- Part/Full	22.544	1803.52	3921.
Supervisor - Parks Mechanic	21.314	1705.12	3707.
Equipment Maintenance Supervisor	22.050	1764.00	3835.

SCHEDULE "D" pg. 4 of 5

# SUPERVISORS SALARY RANGES - January 1 1993 to December 31 1993 (Bi-Weekly salaries and hourly rates also shown) (Hourly rates based on 40 hours per week)

SUPERVISORS	<u>2.8.</u>	BI-WEEKLY	MONTHLY
<pre>1 Level 1 = No Trades</pre>	18.019	1441.52	3134.
	19.451	1556.08	3383.
	19.566	1565.28	3 <b>4</b> 03.
<ul><li>1 Level 2 - No Trades</li><li>- Part Trades</li><li>- Trades</li></ul>	18.565	1485.20	3229.
	20.049	1603.92	3487.
	20.210	1616.80	3515.
<ul><li>2 Level 1 - No Trades</li><li>- Part Trades</li><li>- Trades</li></ul>	19.083	1526.64	3319.
	20.624	1649.92	3587.
	20.704	1656.32	3601.
<ul><li>2 Level 2 - No Trades</li><li>- Part Trades</li><li>- Trades</li></ul>	19.646	1571.68	3417.
	21.245	1699.60	3695.
	21.285	1702.80	3702.
3 Level 1 - No Trades - Part/Full	20.302	1624.16	3531.
	21.946	1755.68	3817.
3 Level 2 - No Trades - Part/Full	20.917	1673.36	3638.
	22.555	1804.40	3923.
4 Level 1 - No Trades - Part/Full	20.917	1673.36	3638.
	22.555	1804.40	3923.
4 Level 2 - No Trades - Part/Full	21.538	1723.04	3746.
	23.176	1854.08	4031.
Supervisor - Parks Mechanci	21.946	1755.68	3817.
Equipment Maintenance Supervisor	22.770	1821.60	3960.

\*\*\*\*\*

(1) Employees hired or promoted into Parks Supervisors positions shall serve a twelve (12) month probation period.

SCHEDULE "D" pg. 5 of 5

(ii) Employees who after 1983 November 29 are employed as Supervisors at Level 1 of the appropriate Supervisor salary scale shall be entitled to an increment to Level 2 of their salary scale upon successful completion of probation or twelve (12) consecutive months service in the supervisor position, whichever occurs later.

# schedule "E" pg. 1 of 3

## SUPPLEMENTARY VACATION

HIRED IN PERIOD FROMTO	<u>1991</u>	<u>1992</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	2000	2001	2002
JULY 1 '90 JUNE 30 '91	PART	15	15	15	15	15	15	17	18	20	20 +5	20
JULY 1 '89 JUNE 30 '90	15	15	15	15	15	15	17	18	20	20 +5	20	20
JULY 1 '88 JUNE 30 '89	15	15	15	15	15	17	18	20	20 +5	20	20	20
JULY 1 '87 JUNE 30 '88	15	15	15	15	17	18	20	20 +5	20	20	20	20
JULY 1 '86 JUNE 30 '87	15	15	15	17	18	20	20 +5	20	20	20	20	20 +5
JULY 1 '85 JUNE 30 '86	15	15	17	18	20	20 +5	20	20	20	20	20 +5	20
JULY 1 '84 JUNE 30 '85	15	17	18	20	20 +5	20	20	20	20	20 +5	20	25
JULY 1 '83 JUNE 30 '84	17	18	20	20 +5	20	20	20	20	20 +5	20	25	25
JULY 1 '82 JUNE 30 '83	18	20	20 +5	20	20	20	20	20 +5	20	25	25	25
JULY 1 '81 JUNE 30 '82	20	20 +5	20	20	20	20	20 +5	20	25	25 	25	25 +5
JULY 1 '80 JUNE 30 '81	20 +5	20	20	20	20	20 +5	20	25	25	25	25 +5	25
JULY 1 '79 JUNE 30 '80	20	20	20	20	20 +5	20	25	25	25	25 +5	25	25
JULY 1 '78 JUNE 30 '79	20	20	20	20 +5	20	25	25	25	25 +5	25	25	25
JULY 1 '77 JUNE 30 '78	20	20	20 +5	20	25	25	25	25 +5	25	25	25	25
JULY 1 '76 JUNE 30 '77	20	20 +5	20	25	25	25	25 +5	25	25	25	25	30 +5
JULY 1 '75 JUNE 30 '76	20 +5	20	25	25	25	25 +5	25	25	25	25	30 +5	30
JULY 1 '74 JUNE 30 '75	20	25	25	25	25 +5	25	25	25	25	30 +5	30	30
JULY 1 '73 JUNE 30 '74	25	25	25	25 +5	25	25	25	25	30 +5	30	30	30

# SCHEDULE "E" pg. 2 of 3

## SUPPLEMENTARY YACATION

HIRED IN PERIOD FROMTO	<u>1991</u>	1992	1993	1994	<u>1995</u>	1996	1997	<u>1998</u>	<u>1999</u>	2000	2001	2002
JULY 1 '72 JUNE 30 '73	25	25	25 +5	25	25	25	25	30 +5	30	30	30	30
JULY 1 '71 JUNE 30 '72	25	25 +5	25	25	25	25	30 +5	30	30	30	30	30 +5
JULY <b>1</b> '70 JUNE <b>30 '71</b>	25 +5	25	25	25	25	30 +5	30	30	30	30	30 +5	30
JULY 1 '69 JUNE 30 '70	25	25	25	25	30 +5	30	30	30	30	30 +5	30	30
JULY 1 '68 JUNE 30 '69	25	25	25	30 +5	30	30	30	30	30 +5	30	30	30
JULY 1 '67 JUNE 30 '68	25	25	30 +5	30	30	30	30	30 +5	30	30	30	30
JULY 1 '66 JUNE 30 '67	25	30 +5	30	30	30	30	30 +5	30	30	30	30	30 +5
JULY 1 '65 JUNE <b>30 '6</b> 6	30 +5	30	30	30	30	30 +5	30	30	30	30	30 +5	30
JULY 1 '64 JUNE 30 '65	30	30	30	30	30 +5	30	30	30	30	30 +5	30	30
JULY 1 '63 JUNE 30 '64	30	30	30	30 +5	30	30	30	30	30 +5	30	30	30
JULY 1 '62 JUNE 30 '63	30	30	30 +5	30	30	30	30	30 +5	30	30	30	30
JULY 1 '61 JUNE 30 '62	30	30 +5	30	30	30	30	30 +5	30	30	30	30	30 +5
JULY 1 '60 JUNE <b>30</b> '61	30 +5	30	30	30	30	30 +5	30	30	30	30	30 +5	30
JULY 1 '59 JUNE <b>30 '60</b>	30	30	30	30	30 +5	30	30	30	30	<b>30</b> +5	30	30
JULY 1 '58 JUNE <b>30 '</b> 59	30	30	30	30 +5 <sub>.</sub>	30	30	30	30	30 +5	30	30	30
JULY 1 '57 JUNE 30 '58	30	30	30 +5	30	30	30	30	30 +5	30	30	30	30
JULY 1 '56 JUNE 30 '57	30	30 +5	30	30	30	30	30 +5	30	30	30	30	30 +5
JULY 1 '55 June 30 '56	30 +5	30	30	30	30	30 +5	30	30	30	30	30 +5	30
JULY 1 '54 JUNE 30 '55	30	30	30	30	30 +5	30	30	30	30	30 +5	30	30

FOR YEARS PRIOR TO 1950 JULY 1, THE TABLE CONTINUES IN THE SAME MANNER.

SCHEDULE "E"
pg. 3 of 3

### SUPPLEMENTARY VACATIONS: Explanation of the Table

- (i) The upper figures show the number of working days\* of regular annual vacation.
- (ii) The lower figures show the number of working days\* of supplementary vacation, and appear in the calendar year in which they are credited to an employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next five (5) days are credited.

#### **EXAMPLE:**

An employee hired prior to 30 June 1963 is in his or her sixteenth (16th) calendar year during the period 1 July 1977 to 30 June 1978. The employee in 1978 will be credited with five (5) supplementary working days which may be taken at any time between 1978 and 1982. In 1983 the employee will be credited with a further five (5) supplementary working days, etc.

- (iii) Each employee hired after 30 June 1968 will be credited with five (5) supplementary working day8 at the start of his or her eleventh (11th) calendar year which may be taken at any time prior to the end of the fifteenth (15th) calendar year, etc.
- (iv) In summary, each employee will receive one (1) supplementary week of vacation at the beginning of each five years following completion of ten (10) calendar years of service, with each supplementary week to be taken during the course of the five (5) year period.

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

SCHEDULE "F" pg. 1 of 9

# BENEFITS FOR PERMANENT PART\_TIME. TEMPORARY AND CASUAL EMPLOYEES

## 1. Qualification for Benefits or Pay in Lieu of Benefit6

#### (a) Casual and Temporary Employees:

Casual employees and Temporary employees will become entitled to twelve percent (12%) 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. Those employees who have worked fifteen hundred (1500) hours within two (2) consecutive years shall become entitled to sixteen percent (16%) of regular earnings which premium payment shall be considered to be in lieu of all benefits as outlined above. Temporary employees who become Permanent employees shall qualify for benefits as shown in Sub-section 3 of this Schedule "F".

# (b) Permanent Part-time Employees with over 6 month8 (equivalent) Service

Permanent Part-time employees who have worked the equivalent of six (6) months (e.g. nine hundred and thirteen (913) hours during the calendar year), and who regularly work twenty (20) or more hours per week, shall be provided with a one-time choice between receiving sixteen (16%) of regular salary in lieu of all benefits except those listed in paragraph (c) below, or actual benefits coverage. In any case where an eligible employee opts for benefits coverage, the Municipality will contribute its contractual portion of premiums pro-rated by the proportion of regular full-time weekly hours which the Permanent Part-time employee normally works, and the employee will be required to pay the balance of the premiums. Benefits referred to in this sub-section are detailed in sub-section 2 of this schedule "F".

## (C) Leave of absence with or without Pay

All Permanent Part-time employees who have worked the equivalent of six (6) months, ahall be entitled to the same Bereavement Leave, Maternity Leave, Adoption Leave and Jury-Witness Duty provisions to which Permanent Full-time employees are entitled on a pro-rated basis, but if having opted for the percentage in lieu of all other benefits, shall not be paid such percentage when on unpaid leave of absence.

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#### (d) Pav in Lieu of Benefits

All Permanent Part-time employees who have worked less than the equivalent of six (6) months, shall be entitled to receive twelve percent (12%) of regular salary in lieu of all benefits, and those who have worked the equivalent of six (6) months but have not opted for actual benefits Coverage, shall be entitled to receive sixteen percent (16%) of regular salary in lieu of all benefits except those listed in paragraph (c) above.

#### 2. Permanent Part\_time Benefits

- (i) Permanent Part-time employees who complete the equivalent of six (6) months (e.g. nine hundred and thirteen (913) hours) continuous service and who opt for benefit coverage shall commence such coverage on the first day of the month immediately following the completion of the equivalent of six (6) months continuous service. The twelve percent (12%) of regular salary shall continue to be paid during the period between the completion of the equivalent of six (6) months continuous service and the commencement of benefit coverage. Benefits referred to in this sub-section 2 are: B. C. Medical Flan; M.S.A. Extended Health; Group Life Insurance; Group Income Continuance and Dental Plan and those referred to below in (b) to (i) inclusive.
  - (ii) At the time a Permanent Part-time employee is provided with the choice to remain on pay in lieu of benefits, or to commence benefit coverage, the employee shall be advised that hie decision of pay in lieu of benefits has to be made and communicated to the Director of Personnel or his designate within five (5) working days of being given said choice. When the choice has been given to the employee, but the employee fails to advise the Director of Personnel or his designate of the employee's decision within the stated five (5) working days, he shall be deemed to have chosen pay in lieu, and shall be paid accordingly.

schedule "F" pg. 3 of 9

- (b) Past Service Recognition Plan shall commence, for employees who were appointed Permanent Part-time 1987 December 31 or before following the completion of five (5) consecutive years of service with payment based on hours worked in the fifth (5th) year, i.e. sixty dollars (\$60.00) per year or one half day's pay, whichever is greater, pro-rated in each case. Increments every five (5) year period to be based on the hours worked in the fifth (5th) year of the cycle. There is no Past Service Recognition Plan Pay or Service Pay for employees hired 1988 January 01, or after.
- (c) <u>Superannuation</u> contributions shall commence (for those qualified under the terms of the Pension (Municipal) Act) on the first (1st) day of the pay period following Permanent status. Participation in the Superannuation Plan shall be in accordance with the Pension (Municipal) Act.

Details listed in paragraphs (c)(i), (ii) and (iii) below will affect any employee who was contributing to the Superannuation Plan as of 1988 June 29 and who on 1988 June 29 or thereafter changed (or had changed for them) their employee status to the point where they became entitled to choose to receive or received a percentage of their pay in lieu of fringe benefits.

- (i) Where an employee is contributing to the Municipal Superannuation Plan and that employee's status changes to qualify him to receive a percentage of his pay in lieu of fringe benefits, the Pension (Municipal) Act requires that employee to continue to contribute to the Plan regardless. The employer is also required by the Act to continue its contributions to the Plan.
- (ii) This Schedule "F" provides for the payment of 12% and 16% of a qualified employee's rate of pay in lieu of fringe benefits.
- (iii) An employee covered by paragraph (i) whose employment status changes to qualify him for the percentage in lieu of fringe benefits payment shall not receive their percentage payment a0 shown in the 1988 to 1990 Collective Agreement but shall have it calculated by the following formula:

percentage in lieu payment

[2(c)(iii) Continues on Page 4]

**schedule "f"** pg. 4 of 9

employer cost of Superannuation contribution for employee

actual per hour percentage in lieu payment to employee

An example:

Leas 8.05% employer Superannuation contribution per hour in lieu payment to employee

- (d) <u>Retirement</u> payments where applicable shall be based on the hours worked in the twelve (12) consecutive month period immediately preceding the Permanent Part-time employee's date of retirement.
- (i) <u>sick Leave</u> credits will only be accumulated by Permanent (e) Part-time employees who, following the completion of the equivalent of six (6) months continuous service, opt for coverage under the benefit8 listed in sub-section 2 (a) above. Accumulation of sick Leave credits will commence from the first (1st) day of the month immediately following the completion of the equivalent of six (6) months continuous service. Sick Leave credit8 will be baaed on one and two-thirds (1-2/3) days per month, pro-rated, Maximum accumulation of sick leave credits will be based on two hundred and eighty (280) day8 annually, pro-rated. A Permanent Part-time employee qualifying for Sick Leave credits will not be eligible for paid sick leave until the first (1st) day of the month immediately following the commencement of accumulation of sick Leave credits. Such paid sick leave will continue only to the extent that the Permanent Part-time employee ha8 Sick Leave credits.
  - (ii) The twelve percent (12%) of regular salary paid in lieu of benefit8 will cease on the calendar day immediately preceding the first day of the month which immediately follows the completion of the equivalent of six (6) months continuous service (a8 per sub-section 2(a)).
- (f) <u>Gratuity Credits</u> will only be accumulated by Permanent Part-time employees who qualify for accumulated Sick Leave shown in Sub-section 2(e) above. Gratuity credits and deductions will be in accordance with Section 8(k) of the Collective Agreement to which this Schedule is attached but are pro-rated.

SCHEDULE "F" pg. 5 of 9

- (g) Paid <u>Illness in the Family</u> leave from Sick Credits will be in accordance with the Collective Agreement, but only for those Permanent Part-time employees who qualify to accumulate Sick Leave credits. Any deductions will be based on a maximum of five (5) days, pro-rated
- (h) (i) Paid <u>Annual Vacation</u> leave shall be provided only for those Permanent Part-time employees who have opted for coverage under the benefits listed in Sub-section 2(a) above. Vacation entitlement will be in accordance with Section 11 of the Collective Agreement to which this schedule is attached and will be pro-rated.
  - (ii) A qualified Permanent Part-time employee will commence service for the purpose of earning the first (1st) part calendar year's vacation entitlement from the first (1st) day of the month following completion of the equivalent of six (6) months continuous service.
  - (iii) After the first (1st) part calendar year of service, vacation entitlement will be calculated from the original date of continuous employment.
- (i) Paid <u>Public Holiday</u> leave shall be provided only for those Permanent Part-time employees who have opted for coverage under the benefits listed in sub-section 2(a) above. Paid Public Holiday leave will be provided in accordance with Section 12 of the Collective Agreement to which this Schedule is attached and will be based on the average of the employee's regular hours for the month in which the Public Holiday occurs.
- (j) <u>Seniority</u> will be effective from the first (1st) day of employment, provided the employment has been continuous.
- (k) O owa ce for Permanent Part-time employees shall be as shown in Section 4 of this Schedule "F".

\*\*\*\* This Space is Intentionally Left Blank \*\*\*\*

schedule "F" pg. 6 of 9

#### 3. Temporary Employees

- (a) Temporary employees ahall be entitled to twelve (12%) 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 worked 1500 hours within two consecutive years shall become entitled to sixteen percent (16%).
- (b) Commencing on the first (let) day of the month immediately following a temporary employee being classed as Permanent one of the following ahall apply:
  - (i) If Permanent Full-time, the employee shall be covered by all the benefits provided by Section 8 of the Collective Agreement to which this Schedule is attached, or
  - (11) If Permanent Part-time and following the completion of the equivalent of six (6) months continuous employment and if further the employee has opted for coverage under the benefits covered by Section 8 of the Collective Agreement, to which this schedule is attached, the employee ahall be covered by all the benefits provided by that Section.
  - (iii) In cases where a Temporary employee has opted for benefits, the percentage payment shall continue from the date of Permanent status to the day immediately preceding the date the benefit coverage is to commence.
- (c) In addition to the benefits referred to in 3(b) above, Temporary employees being classed as Permanent Full-time and Temporary employees being classed as Permanent Part-time and having opted for benefits coverage shall be entitled to the following:
  - Past Service Recognition Plan shall commence, for (i)employees who were hired 1987 December 31 or before and are appointed into a Permanent position during 1988 without any break in service following the completion of five (5) consecutive years of service provided the employee is permanent at the time he completes five (5) years of service. Payment will be based on the hours worked in the fifth (5th) year, i.e. sixty dollars (\$60.00) per year or one half day's pay, whichever is greater, pro-rated in each case where applicable. Increments will be in accordance with Section 8(m) of the Collective Agreement to which this Schedule is attached. There is no Past Service Recognition Plan Pay or Service Pay for employees who do not meet the criteria shown in the first sentence of this sub-section (c)(i).

SCHEDULE "F" pg. 7 of 9

- (ii) Membership in the Municipal Superannuation Plan will commence from the first (1st) day of the pay period immediately following Permanent status, provided always that the employee has completed six (6) months continuous service (or the equivalent). Participation in the Plan will be in accordance with the Pension (Municipal) Act.
- (iii) <u>Retirement</u> payments will be in accordance with Section 8(i) of the Collective Agreement to which this Schedule is attached.
- (iv) A. Sick Leave credits will be accumulated from the first day of the month following Permanent status for Permanent Full-time and Permanent Part-time employees, provided always that the Permanent Part-time employee has completed the equivalent of six (6) months continuous service. Credits will be accumulated in accordance with section 8(j) of the Collective Agreement to which this Schedule is attached. A Permanent Part-time employee qualifying for Sick Leave credits will not be eligible for paid sick leave until the first day of the month immediately following the commencement of accumulation of Sick Leave credits. Such paid sick leave will continue only to the extent that the Permanent employee has Sick Leave credits.
  - B. The applicable percentage of regular salary paid in lieu of benefit8 will cease on the calendar day immediately preceding the first day of the month which immediately follows the date of Permanent employee status or, in the case of a Permanent Part-time employee with less than the equivalent of six (6) months continuous service, the percentage will cease on the calendar day immediately preceding the first day of the month which immediately follows the completion of the equivalent of six (6) months continuous service.
- (v) Gratuity credits will only be accumulated and taken by employees with Permanent status in accordance with Section 8(k) of the Collective Agreement to which this Schedule is attached, but are pro-rated where required.
- (vi) <u>Illness in Family</u> leave will be granted following Permanent status in accordance with Section 8(1) of the Collective Agreement to which this Schedule is attached.

# pg. 8 of 9

- (vii) Paid <u>Annual Vacation and Public Holiday</u> leave shall be provided in accordance with Sections 11 and 12 respectively of the Collective Agreement to which this Schedule is attached only for Temporary employees who have been assigned Permanent status as either:
  - (a) a Permanent Full-time employee, or as
  - (b) a Permanent Part-time employee who had opted for benefit coverage in lieu of the percentage payment
  - (c) Service for the purpose of earning the first (1st) part calendar year's vacation entitlement will commence from the date of Permanent status. After the first (1st) part calendar year of service, vacation entitlement will be calculated from the original date of continuous employment.
- (viii) When Permanent, <u>Seniority</u> will be effective from the first (1st) day of continuous employment.
- (ix) Overtime for full-time Temporary Employees commences only when the full-time daily and full-time weekly hours are passed.
- (x) Overtime Pay, Meal Periods and Meal Allowance for non-full-time Temporary Employees shall be as shown in Section 4 below.

#### 4. Overtime Pay, Meal Periods and Meal Allowances

This section shall apply only to employees who are not Permanent Full-time or are not Temporary Full-time.

## (a) Overtime Pay

Employees who are required to work overtime shall be paid for such overtime as follows:

- (i) Time and one-half for the first 4 hours worked in excess of the normal daily hours in a day.
- (ii) Double time for hours worked beyond 4 hours in excess of the normal daily hours in a day.

SCHEDULE "F" pg. 9 of 9

- (iii) Where employees have already performed work on 5 days during the week, time and one-half for any hours worked prior to noon on their sixth day of work in that week, double time for any hours worked after 12 noon on their sixth day, and double time for all hours worked on their seventh day of work in that week.
- (iv) For the purposes of applying overtime rates, normal daily hours and normal weekly hours shall be those assigned to the equivalent Permanent Full-time classifications.
- (v) For the purposes of this sub-section 4(a), "week" is
   defined a5 any five working days, during a week, Monday to
   Sunday.

#### (b) Meal Period and Meal Allowance

- (i) Employees to whom this Section 4 applies who are relieving in a Full-time position shall be eligible far Meal Periods and Meal Allowances pursuant to Sections 15(d) and 15(e) of the Collective Agreement under the same terms and conditions that are applicable to a Permanent Full-time Employee.
- (ii) Employees to whom this Section 4 applies who are required to work on their sixth or seventh day of the week pursuant to sub-section 4(a)(iii) above shall be eligible for Meal Periods and Meal Allowance8 pursuant to Section 15(d) and 15(e) of the Collective Agreement, except that the paid Meal Period will be at the applicable overtime rate pursuant to sub-section 4(a)(iii) above.

APPENDIX "1" TO THE
1991 - 1993
COLLECTIVE AGREEMENT
BETWEEN THE
MUNICIPALITY AND
THE ASSOCIATION
pg. 1 of 2

30 October, 1979

West Vancouver Municipal Employees' Association Local 395, Post Office Box 91052 West Vancouver, B. C. V7V 3N3

Attention: Mr. W.M. Marshall - Business Agent

Dear Sirs:

#### PERSONNEL FILES

This confirms our agreement that until further notice the following shall be the accepted procedure for employees who wish to gain access to their Personnel Files:

- A. Material of a negative or adverse nature must be shown to the employee prior to entering such material into that employee's personal file in the Personnel Department. In addition, such employee shall be given the opportunity of acknowledging, by signature, that he has seen the entry.
- B. An employee shall have access to all material in his personal file at a time which is mutually convenient to the employer and only in the presence of the Director of Personnel Services or his designate. The employee may or may not, at the employee's discretion, be accompanied by an association representative.
- C. Critical references shall be removed from an employee's file only after completion of a five (5) year period from the time of the incident, excepting instances of a recurring nature whereby the five (5) years will be calculated from the most recent incident.
- D. An employee may request copies of personal file documents but will be responsible for: reimbursing the Municipality with the cost of such copies.

APPENDIX "1" pg. 2 of 2

E. No copies of Performance Appraisal reports will be provided.

Space is provided below the Association concurrence.

Yours truly,

WALTER D. REYNOLDS

Walter D. Reynolds Director of Personnel Services

Wm. M. Marshall W.M. Marshall Business Agent

DATE 1981 November 03

APPENDIX "2" TO THE 1991 - 1993 COLLECTIVE AGREEMENT BETWEEN THE MUNICIPALITY AND THE ASSOCIATION pg. 1 of 2

30 October 1979

West Vancouver Municipal Employees' Association Local 395, Post Office Box 91052 West Vancouver, B. C. V7V 3N3

### Attention: W. M. Marshall - Business Agent

#### SHOP STEWARDS

This confirms our agreement that:

- The Municipality will recognize only one (1) Shop Steward per operation as follows:
  - two (2) only **for** the Municipal Hall (including **Fire** department and Transportation Department) of which one shall be female;
  - one (1) only in the Recreation Complex (Recreation Centre, Ice Arena, Decentralized Programs and Aquatic centre and Beaches);
  - one (1) only in Public Works (Outside);
  - one (1) only in Parks (Outside);
- 2. The Association will supply the Personnel Director with a list of its Shop Stewards and Executive Officers. Such list will be provided at least once every three (3) months. Names of Shop Stewards appointed subsequent to the list being issued shall be forwarded to the Personnel Director at least forty-eight (48) hours after the effective date of their appointment.
- 3. A Shop Steward may request permission from his Department Head or his designate to act for employees in an operation where no Shop Steward is available. The Shop steward shall also obtain approval from the Department Head of the employees he is temporarily representing prior to discussing any issue with that Department Head.

APPENDIX "2"
pg. 2 of 2

- 4. (a) For grievance procedure hearings the Municipality will not pay for more than two (2) Association representatives.
  - (b) For negotiation meetings for Collective Agreements the Municipality will not pay for more than four (4) Association Representatives.

Space is provided below for Association concurrence.

Yours truly,

WALTER D. REYNOLDS

Walter D. Reynolds Director of Personnel Services

Wm. M. Marshall
W. M. Marshall

Business Agent

APPENDIX "3" TO THE 1991 - 1993
COLLECTIVE AGREEMENT BETWEEN THE MUNICIPALITY AND THE ASSOCIATION pg. 1 of 1

## better of Understanding \_ Administrative Regulations

The Association acknowledges the Administrative Rules and Regulations, providing such Rules and Regulations do not conflict with the terms and conditions of the Collective Agreement.

The Association shall be notified of any changes in the Rules and Regulations.

FOR THE MUNICIPALITY	FOR THE ASSOCIATION
	Wm. M. Marshall
Walter D. Reynolds	H. Lindsay
	B. Anderson
	Rov Hunter
Date 23 November: 1984	Date 22 November 1984

APPENDIX "4" TO THE 1991 - 1993 COLLECTIVE AGREEMENT BETWEEN THE MUNICIPALITY AND THE ASSOCIATION pg. 1 of 3

# HISTORY - TRUCK OPERATORS' TWO PERCENT (2%) ADDITIONAL PAY FOR SPECIFIC ADDITIONAL DUTIES

The following is a summary of the history of the two percent (2%) additional pay paid to Truck Operators for performance of specific additional duties as referred to in Section 19 and Schedule "C" of the 1981-1982 Collective Agreement.

- A two percent (2%) adjustment to Truck Operators' rates of pay
  was negotiated into the District of Surrey 1975-1976 Collective
  Agreement. The two percent (2%) was added to the 31 December
  1974 Truck Operator rate as at 11.59 p.m. Negotiated rates for
  1975 and 1976 were added after.
- 2. The two percent (2%) was added for light servicing (washing, assisting in putting on chains, assisting in mounting of ploughs, checking tires, coolant, oil, lights, etc.); keeping simple records changing tachograph cards, co-ordinating crews working with trucks and assisting in the performance of routine construction and maintenance tasks such as flagging, placing asphalt, etc.; these being additional duties which were to be performed by Surrey's Truck Operators.
- 3. Section 5 of the 28 May 1975 Memorandum of Agreement between ten (10) G.V.R.D. Municipal Employers and seven CUPE Locals for the 1975-1976 Agreement covered the payment of two percent (2%) for Truck Operators. Section 5 states:

"Effective 11.59 p.m. on December 31, 1974 a special upward adjustment of two percent (2%) shall be made to the hourly rate of pay for all classes of Truck Driver, such adjustment being made in recognition of a similar adjustment which was made by the District of Surrey by way of compensation for additional duties and responsibilities which are to be undertaken by Truck Drivers in that Municipality for the first time during 1975. The additional duties and responsibilities which are contemplated include but: will not necessarily be limited to the light servicing (washing, assisting in putting on chains, assisting in mounting of ploughs, checking tires, coolant, oil, lights, etc.); keeping simple records - changing tachograph cards; co-ordinating crews working with trucks and assisting in the performance of routine construction and maintenance tasks such as flagging, placing asphalt, etc."

# pg. 2 of 3

4. On June 10, 1975 Mr. A. de la Haye wrote to the Association as follows:

"This will confirm we are prepared to recommend to the Municipal Council terms and conditione for our new Agreement as specified below. These include paragraphe 1 to 9, 11 to 16, and 18 of the CUPE Memorandum of Agreement signed 28 May 1975 and paragraphs 1 to 11 and paragraph 13 of the V.M.R.E.U. Memorandum of Agreement for the same date.

Effective from 1 January 1975 for the term of the Agreement the wages and salaries for the respective Outside and Inside staff shall be in parity with the same classes in Vancouver City, by adjusting to the 31 December 1974 Vancouver rates and adding the same percentage additions and adjustments as provided for in the Vancouver CUPE and V.M.R.E.U. Agreements."

5. On 20 January, 1976 G. Leslie, Director G.V.R.D. Labour Relatione, confirmed to Regional Personnel Directors that jurisdictions are entitled to require that their Truck Drivers actually perform the particular duties and actually carry out the particular responsibilities which were added to the duties and responsibilities of Surrey Truck Drivers during 1975. Mr. Leslie also added:

"It would be appreciated if you would advise me in writing at your earliest convenience of the situation as it prevails in your respective jurisdiction with particular reference to the question of whether or not your Truck Drivers are currently being required to perform and carry out the duties and responsibilities in question."

6. By letter on February 16, 1976, Mr. W.D. Reynolds replied to Mr. Leslie as follows:

"Municipality of Surrey two percent (2%) Adjustment for Truck Drivers"

APPENDIX "4" pg. 3 of 3

Further to your letter dated January 20, 1976 regarding the special two percent (2%) adjustment to Truck Drivers, we wish to advise as follows:

## Public Works Department

Truck Drivers in this Department are performing the duties as outlined in the extract of the May 28, 1975 Memorandum of Agreement supplied with your above letter.

## Parks Department

At this time this department does not employ full-time Truck Drivers. Employees driving trucks are paid the established rate for the time spent driving the truck. They are also required to perform the outlined duties, e.g. first person in a day to drive a truck checks oil, tires, etc.; the person returning the truck to the Parks Yard if it is required and providing there is sufficient time, washes the vehicle. At such time when a full time driver is required in the Parks the incumbents will be performing the extra duties."

APPENDIX "5" TO THE

1991 - 1993

COLLECTIVE AGREEMENT
BETWEEN THE
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pg. 1 of 1

West Vancouver Municipal Employees' Association P. O. Box 91052
West Vancouver, B. C. V7V 3N3

## Attention: Wm. M. Marshall - Business Agent

Dear Sirs:

This confirms the agreement reached on 29 June 1983 whereby the Municipality agreed that The adjusted net pay received by an employee by way of Workers' Compensation Income Continuance benefits is below that pay which he would have received had he been working, the Municipality will 'top-up' the employee's pay in accordance with Section 8(j)(iv) of the Collective Agreement.

Yours truly,

WALTER D. REYNOLDS

Walter D. Reynolds Director of Personnel Services

APPENDIX "6" TO THE
1991 - 1993
COLLECTIVE AGREEMENT
BETWEEN THE
MUNICIPALITY AND
THE ASSOCIATION
pg. 1 of 1

West Vancouver Municipal Employees' Association P. O. Box 91052 West Vancouver, B. C. V7V 3N3

Attention: Mr. Wm. M. Marshall - Business Agent

Dear Sirs:

<u>Introduction of New Employees to Association Stewards/</u>
Representatives

This confirms the Corporation's understanding of the agreement reached on 16 December 1982 with regard to the above captioned matter.

- 1. The Municipality will make the necessary arrangements to enable new employees (Permanent, Temporary and Casual) to meet the Association Representative for their work location.
- 2. The meeting will take place approximately ten (10) minutes prior to the start of the Representative's shift.
- 3. The Representative will advise his or her supervisor that they will be attending an "Introduction" meeting. Such advice to the supervisor will be given to allow the supervisor sufficient time to make whatever operational adjustments are required to accommodate the representative's absence.

If the representative is unable to meet with the new employee the Municipality will have the employee complete a "Commencement of Employment advice" which we will submit to the Association's Treasurer so that the Treasurer can make whatever arrangements are necessary to complete the introduction.

Yours truly,

Walter D. Reynolds

Walter D. Reynolds Director of Personnel Services

cc: I. T. Lester 256P

APPENDIX "7" TO THE 1991 - 1993 COLLECTIVE AGREEMENT BETWEEN THE MUNICIPALITY AND THE ASSOCIATION pg. 1 of 1

# LETTER OF UNDERSTANDING Between

# THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER And

THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION, LOCAL 395

This Letter of Understanding confirms the agreement reached during Collective Agreement negotiations on 1991 February 26 regarding the Association's proposal number 7, Retirement.

During the life of the 1991 Collective Agreement the parties will meet to discuss and, where possible, agree to language for the (replacement to the 1991) Collective Agreement regarding mandatory retirement of employees at age 65.

Dated 1991 May 02 in West Vancouver in the Province of British Columbia.

FOR THE MUNICIPALITY		FOR THE ASSOCIATION
J.D. Allan		Ron Ward
Walter D. Revnelds		Gary Watt
Kevin Pike	i un	W. Marshall
Barry Lambert		

(22-PERSON91)