

1988-1990
 COLLECTIVE AGREEMENT
 BETWEEN
 THE CORPORATION OF THE TOWNSHIP OF RICHMOND
 AND RICHMOND CIVIC EMPLOYEES' ASSOCIATION, LOCAL 718

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

1988 - 1990

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

OF THE FIRST PART

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

OF THE SECOND PART

WHEREAS the Corporation is an employer within the meaning of the "Industrial Relations Act", being Chapter 212 of the Revised Statutes of British Columbia, 1987.

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

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

1. TERM OF AGREEMENT

This Agreement shall be for a term of three years With effect from 1988 January 01 to 1990 December 31, both dates inclusive, Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 62 of the Industrial Relations Act, this Agreement shall continue in full force and effect, and, except with respect to changes to rates of pay made pursuant to the Job Evaluation Agreement between the parties et al., neither party shall make any change or alter the terms of this Agreement until

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

whichever is the earliest.

. *AS*

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

2. UNION SECURITY

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

3. EMPLOYEE DEFINITIONS

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

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

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

A Regular Part-Time Employee is an employee who is employed on a regular part-time schedule of weekly hours which are less than the

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number constituting full-time employment for a particular class of positions, for an indefinite period of time.

An Auxiliary Employee is any other employee.

4. REMUNERATION

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

$$\frac{\text{Monthly Rate} \times 12}{\text{Hourly Rate (Taken to 4 decimal places)}} = \text{Multiplied by bi-weekly hours} = \text{Bi-Weekly Rate (taken to 2 decimal places)}$$

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

4.1 Daily Guarantee

- (a) Subject to the provisions of paragraph (c), an employee reporting for his scheduled shift on the call of the Corporation, shall receive his regular hourly rate of pay for the entire period spent at his place of work, with a minimum of two hours' pay at his regular hourly rate.
- (b) Subject to the provisions of paragraph (c), an employee other than a school student on a school day who commences work on

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his scheduled shift, shall receive his regular hourly rate of pay for the entire period spent at his place of work, with a minimum of four hours' pay at his regular hourly rate.

- (c) In any **case** where an employee (i) reports for his regular shift but refuses to commence work, or (ii) commences work but **refuses** to continue working, he shall not be entitled to receive the minimum payments set forth in paragraphs (a) and (b).

5. HOURS OF WORK AND WORK WEEK

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

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

- (b) Where an employee is required to work a shift other than Monday to Friday, such shift shall be five (5) consecutive working days, followed by **two (2)** consecutive days off.
- (c) Arena personnel, seven and one-half (**7-1/2**) hours per day with one (1) hour for lunch.
- (d) Communication Operator - Police: Coverage required 24 hours, 7 days per week **as** per mutually **agreed** schedule of working hours.
- (e) Counter Clerk - Police: Coverage required 7 days per week, **as per** mutually agreed schedule of working hours.
- (f) Dispatcher Clerks' hours, eight (**8**) hours per day.

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

- (g) In **the** event, an employee is required to work a shift other than regular day shift and where less than fifteen (15) clear hours elapse prior to cessation of work on the regular day shift and the commencement of work on the special shift, or where less than fifteen (15) hours elapse between the ending of the special shift and commencement of work on the regular

shift, then such employee shall be **paid** double time until the fifteen (15) hours have elapsed.

- (h) where a shift other than regular day shift is instituted, the shift shall be not less than seven (7) hours nor more than eight (8) hours, whichever are the normal and usual hours the employee affected is employed, **and** shall be **consecutive** hours in a twenty-four (24) hour period following the commencement of such shift. Overtime rates shall apply when **the** employee works overtime within that twenty-four (24) hour period.

6. SHIFT PREMIUMS

- (a) Effective 1981 May 01 the following provision (taken from the 1981 April 30 Memorandum of Agreement) shall apply:

"(a) Effective the date of ratification of the Memorandum of Agreement, and subject to paragraph 7(b) below, a standard shift premium of \$0.80 per hour shall be paid to incumbents of all classes to which shift premiums currently apply, and also to incumbents of the first level of Building Service Worker **and** related classes which are listed in Appendix "B" which is attached to and forms a part of this Memorandum of Agreement who do not already receive such premium, and shall be payable for all regular hours worked **more** than one hour on either **side** of the **recognized** normal or standard daily hours, provided that where the majority of an employee's regular hours fall outside the period described above, **the** shift premium shall apply to the entire shift. This provision shall also cover all Watchman classes.

(b) All of the provisions contained within paragraph 7(a) above, shall apply to employees of Burnaby and its Public Library Board, **and to** Inside employees of Richmond, except that their current shift premium rates shall remain in effect until 1982 December 29. Effective 1982 December 30, those premium rates shall be replaced by an hourly premium of 60 cents."

- (b) Where an employee is required to work a split-shift, such shift shall be confined to a period of twelve (12) hours following commencement of such shift, and a shift differential shall apply **as** outlined in Clause 6(a).

7. OVERTIME

- (a) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid at overtime rates for all overtime worked:

(i) immediately following the employee's regular shift;

- (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous shift;
 - (iii) at any other time than at the times set forth in items (a)(i) or (a)(ii) of this clause 7(a) consequent upon an oral or written notice given prior to the end of the employee's previous shift except as otherwise provided in Clause 14.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for overtime work at the following overtime rates:
- (i) time and one-half the regular rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day;
 - (ii) double the regular rate of pay for all overtime in excess of the first two (2) hours worked immediately preceding or immediately following an employee's regular shift on any regular working day;
 - (iii) double the regular rate of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of Clause 7(b).

7.1 Compensating Time Off

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

8. CALLOUT

- (a) Callout is to be defined as being called back to work at any time following completion of a Regular Full-Time Employee's

or a Temporary Full-Time Employee's regular shift except when pre-scheduled by notice provided prior to the end of the employee's previous regular shift which is defined as overtime in clause 7.

- (b) A Regular Full-Time Employee or Temporary Full-Time Employee who is called back to work shall be paid double time for the time actually worked plus one (1) hour's allowance for travelling to and from home, with a minimum of three (3) hours' pay at double the rate of pay. (The minimum includes one (1) hour for travelling time.)
- (c) If additional calls are made upon the Regular Full-Time Employee or Temporary Full-Time Employee prior to the expiry of the three (3) hour period or prior to his arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours minimum, but the employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for travelling to and from home. If two separate callouts are completed within a three (3) hour period, the minimum payment shall be four (4) hours at double the rate of pay. (The minimum includes two (2) hours for travelling time.)

9. STANDBY

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

10. MEAL BREAKS

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

(i) During Overtime

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

(ii) During Callouts and Pre-Scheduled Overtime

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

(iii) During Overtime, Callouts and Pre-scheduled Overtime

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

- (b) For each meal break given to an employee under Clause 10(a)(i), (ii), or (iii) the employee shall be paid one-half (1/2) hour of pay at double the employee's regular rate of pay.
- (c) Where by reason of an emergency it is not feasible to give a meal break at the designated time under Clause 10(a)(i), (ii), or (iii), it shall be taken as soon as practicable and in addition the Corporation shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal break. The supplying of nourishment by the Corporation does not disqualify the employee from receiving the appropriate meal allowance under Clause 11.

11. MEAL ALLOWANCES

Employees shall receive meal allowance provisions as follows:

- (a) The Corporation shall not be responsible for supplying nourishment to employees except as provided in Clause 10(c).
- (b) Reimbursement of meal expenses will be introduced according to the following scale and with reference to the paid meal

breaks set out in Clause 10, it being clearly understood that continuous periods of time must be worked to qualify **both for** the paid meal break and the following meal allowances:

- (i) Overtime immediately preceding or immediately following a regular shift: \$7.50 at the first break; and \$2.50 at each succeeding break;
- (ii) Callout: \$7.50 at the first break and \$2.50 at each succeeding break ;
- (iii) Pre-scheduled overtime other than immediately preceding or immediately following an employee's regular shift where an employee is notified prior to the end of the preceding day that overtime is likely to last **at** least four hours: nothing at the first break; \$7.50 at the second break; and \$2.50 at each succeeding break.

12. FIRST AID PREMIUMS

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

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

13. VACATIONS

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

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

- (a) Employees leaving the service of the Municipality during their first calendar year of employment shall be granted vacation pay in accordance with **the** Employment Standards Act.
- (b) In the first calendar year of service, vacation will be granted on **the** basis of one-twelfth (**1/12th**) of ten (10) working days for each month, or portion of a month greater **than** one-half (1/2), worked by December 31st.

- (c) Fifteen (15) working days of annual vacation with pay during the second (2nd) up to and including the ninth (9th) calendar year.
- (d) Twenty (20) working days of annual vacation during the tenth (10th) up to and including the seventeenth (17th) calendar year of service.
- (e) Twenty-five (25) working days of annual vacation during the eighteenth (18th) up to and including the twenty-fifth (25th) calendar year of service.
- (f) Thirty (30) working days of annual vacation during the twenty-sixth (26th) and all subsequent calendar years of service.
- (g) Employees who leave the service of the Corporation shall receive vacation for the calendar year in which termination occurs, on the basis of one-twelfth ($1/12$ th) of their vacation entitlement for that year for each month greater than one-half ($1/2$) worked to the date of termination.
- (h) All vacation allowance earned during a calendar year must be taken prior to March 31st of the following year. With this provision, employees will not receive payment in lieu of vacation not taken.
- (i) Any permanent employee who has not selected his or her vacation period prior to April 30th will not have any seniority rights with regards to being given preferential treatment in selecting his or her vacation period over other employees with less seniority.

PROVIDED THAT:

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

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

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

13.2 Vacation Pay

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

13.3 Supplementary Vacation

Each employee shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation to which he or she is entitled under Clause 13.

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

It is understood between the parties that each employee shall become entitled to his or her supplementary vacation under **this** Clause 13.3 on the first day of January in the year in which he or she qualifies for such supplementary vacation. An employee shall retain his or her supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (An explanatory note and table is annexed hereto as Schedule "E" for the purposes of clarification.)

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13.4 Deferred Vacations

- (a) An employee who is entitled to annual vacation of twenty (20) working days or more in any year:
- (i) shall take at least fifteen (15) working days of such annual vacation during the year in which he earns such vacation, and
 - (ii) may defer the taking of any part of such annual vacation in excess of fifteen (15) working days.

PROVIDED HOWEVER that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 13.4(a) shall be twenty (20) working days.

- (b) (i) Employees wishing to defer a portion of their vacation as outlined in Clause 13.4(a)(ii) must notify their Department Head and Personnel Department prior to June 30th.
- (ii) Employees wishing to take their deferred vacation along with their regular scheduled vacation must notify their Department Head and Personnel Department prior to the end of the year immediately preceding the year they wish to take such vacation.

13.5 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 Corporation may, at its sole discretion, permit an employee to use such banked vacation under other circumstances.

14. PUBLIC HOLIDAYS

- 14.1 Subject to Clause 14.1(e), all Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to a holiday with pay on the following public holidays, namely, New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by Council to be a civic holiday.

PROVIDED THAT:

- (a) Whenever one of the above-mentioned public holidays falls on a Saturday or a Sunday and the Government of Canada and the

Government of the Province of British Columbia, or either of them in the absence of **the** other, proclaim that such public holiday be observed on **a** day other than Saturday or Sunday, then the day **so** proclaimed shall be read in substitution for such public holiday;

SAVE AND EXCEPT THAT:

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

- (i) one day's pay at his regular **rate** of pay, or
 - (ii) **a** holiday with **pay** within the calendar year in which such public holidays falls, on any normal working day which immediately precedes or immediately follows one of **the** employee's normal rest days or one of the public holidays hereinbefore defined in this paragraph 14.1.
- (b) In the case of an employee's termination of service for any reason, adjustment will be made for any over-compensation provided under paragraph (a)(ii) herein.
 - (c) Prior to **the** posting of any notice advising **the** employees of their entitlement under paragraph (a) herein, the Corporation will afford **the** Union an opportunity to discuss the substance of **the** notice.
 - (d) Notwithstanding receipt of a day's pay for a public holiday, it shall not be considered **as** time worked for the purpose of calculating overtime.
 - (e) **An** employee will be paid for **a** public holiday only if he works on the scheduled working **day** prior to **and** the scheduled working day after such holiday, providing the employee is not sick, on compensation, on annual vacation, or on authorized leave of absence.
 - (f) **An** employee required to work a shift other than Monday to Friday shall be granted all public holidays with pay **as** provided in Clause 14.1.
 - (g) Employees Who Normally Work on Public Holidays
 - (i) Except as otherwise provided in Clause 14.1(a) with respect to public holidays falling on a Saturday or **a**

Sunday, if an employee whose duties normally require him to work on public holidays, is required to work on any public holiday named in Clause 14.1 which falls on any day from Monday to Friday inclusive, then he shall be paid his regular pay for the holiday and in addition thereto he shall be given compensating time off equivalent to one and one-half times the number of hours worked on the holiday.

- (ii) If an employee is required to work on the day off given to him in lieu of a public holiday, pursuant to the provisions of **this** Clause 14.1(g) herein, then in lieu of such holiday he shall be paid his regular pay for the public holiday plus double the regular rates of pay for the hours worked on such day off. Time worked beyond the employee's normal daily hours on the day off given to the employee in lieu of a public holiday shall be treated as overtime. For the purpose of this Clause 14.1(g) a public holiday does not include a holiday designated by the Corporation pursuant to Clause 14.1 unless the employee is entitled to that holiday with pay in lieu of a public holiday.

(h) Pay for Hours Worked on Public Holidays

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

(i) Observation of public Holidays

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

- (j) An employee (except an employee governed by Clause 14.1(g)), who is required to work on a public holiday defined in Clause 14.1, which falls on or is observed on any day from Monday to Friday inclusive shall be paid his regular pay for the said holiday plus double the hourly rate of pay of the employee computed on the basis of his normal working hours for the hours worked on the holiday.

15. EMPLOYEE BENEFITS

It is agreed that the following employee benefits will be continued for the term of this Agreement. Subject only to the Letter of Understanding attached as Schedule 17 to the Joint Memorandum of Agreement dated 1986 June 17, the Corporation has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

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

15.1 Medical Services Plan

M.S.P. coverage after six (6) months' continuous service, with the Corporation paying sixty percent (60%) and the employees paying forty percent (40%) of the premiums.

15.2 Dental Plan

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

- (a) Basic Dental Services (Plan A) paying for 80% of the approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for 50% of the approved schedule of fees.
- (c) Orthodontics (Plan C) paying for 50% of the approved schedule of fees for dependent children only, to a lifetime maximum of \$1500 (effective 1989 January 01).
- (d) The premiums for the Dental Plan will be paid sixty percent (60%) by the Corporation and forty percent (40%) by the employees. The employees' contributions shall be made by payroll deduction.

15.3 Extended Health Benefit:

... is ... all ... who have let six (6) months' continuous ... The Corporation shall pay ... and ... employees shall pay forty percent (... of the premiums. These ... include ... a claim of \$150.00 ... in a 4 month per l, subject to th ... of the f

15.4 Group Life Insurance

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

- (a) Coverage shall be one and one-half (1-1/2) times basic annual salary, which shall be computed to the next higher \$1,000.
- (b) Coverage shall be provided until age 65 without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age 65.
- (c) One thousand dollars (\$1,000) coverage shall be provided to employees who retire at age 65, or who terminate their employment having qualified for full vacation pursuant to the provisions of Clause 13.1.
- (d) The cost of the \$1,000 coverage for retired employees shall be incorporated into the premiums paid by the Corporation and the active employees.
- (e) The Corporation shall pay sixty percent (60%) and the active employees shall pay forty percent (40%) of the premiums.

15.5 Sick Leave

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

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

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

15.6 Gratuity Pay

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

- (a) It is further agreed and understood that such employee shall be credited with gratuity pay of two (2) working days January 1 and a further two (2) working days effective July 1 to accumulate to a total of one hundred and twenty (120) working days. In the event that any employee is absent on sick leave two (2) days or more in the period January 1 to June 30, inclusive, or two (2) days or more in the period July 1 to December 31, inclusive, the employee shall not receive any credit for gratuity pay for that period. The total gratuity pay to an employee's credit shall be paid the employee on his leaving the service of the Corporation. It is further provided that if an employee be discharged from the service of the Municipality for any of the following causes:
- (1) Being found, while employed, under the influence of alcohol or a drug, (not prescribed by a physician), and if he has refused to obtain proper medical attention for his condition.
 - (2) Being found, while employed, in possession of alcohol or a drug under circumstances which suggest that such alcohol or drug has, is, or is about to be consumed by such employee during the hours of his employment, and if he has refused to obtain proper medical attention for his condition.
 - (3) Theft or conversion of Municipal property.
 - (4) Wilful damage to Municipal property.
- the said employee shall not necessarily receive all or any accumulated gratuities.
- (b) Employees shall not be entitled to payment of gratuity pay as provided above if they resign or leave the service of the Municipality within two years of the date of the commencement of their employment.
- (c) The Corporation will provide to each employee a statement indicating the total accumulated sick leave and gratuity pay to the employee's credit as of December 31, and such statement shall be in writing, and given to the employee not later than the last day of the month of February of the succeeding calendar year.

15.7 Workers' Compensation

- (a) where the first day or part day is not paid by the Workers' Compensation Board, this day or part day shall be paid by the Corporation and shall be deducted from accumulated sick leave but not from gratuity pay.
- (b) An employee who has completed six (6) months of continuous service and whose claim for WCB temporary disability benefits

is accepted by the WCB, shall assign the employee's WCB cheque to the Corporation and the Corporation shall pay the employee's full regular salary. If the WCB disallows an employee's claim, or if there is a period of delay prior to the claim being accepted, the Corporation will pay full regular salary to the employee until the employee's sick leave, gratuity, vacation and overtime credits are exhausted.

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

15.8 Superannuation

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

Where, due to a layoff, a Full-Time Employee has had his hours of work reduced and his employment status changed, the employee may, at his option, continue to contribute to the Municipal Superannuation Plan. Contributions made by the Corporation and the employee shall be made on the basis of the new hours worked, and are subject to the requirements of the Pension (Municipal) Act.

15.9 Unemployment Insurance

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

15.10 Separation Trust Fund

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

16. WORKING CONDITIONS

16.1 Probationary Period

Effective 1988 September 15:

- (a) New employees shall be placed in a probationary capacity until the completion of six (6) months' continuous service.
- (b) The probationary period shall be for the purpose of determining a person's suitability for regular employment in that position.
- (c) If a probationary employee continues in the same position on a regular basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the date of employment.

16.2 Regular Seniority Pool

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

- (a) all Regular Full-Time Employees upon completion of the probationary period.
- (b) all Temporary Full-Time Employees upon completion of the probationary period.
- (c) all Regular Part-Time Employees upon completion of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similarly classified position.

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

16.3 Filling Vacancies

- (a) The Council agrees that, before permanently filling a vacancy, notice of such vacancy shall be posted for five (5)

working days in such conspicuous place as agreed by both parties, in order that any employee of the Association shall have the opportunity of applying for the vacancy. Notices shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range, and anticipated length of any temporary assignment, if posted. All job postings shall state "this position is open to male and female applicants".

- (b) The procedure in Clause (a) immediately above shall apply for temporary positions which are expected to exceed six (6) months' duration. Should a permanent employee be appointed to such a vacancy, he shall, when the temporary work is completed, return to his former position without loss of seniority.

16.4 Promotional Policy

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

16.5 Trial Period

Effective 1988 September 15:

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

In the event the promoted or transferred employee is dissatisfied in the new position during the trial period, the Corporation shall

revert the employee to his previous position or to a position in his former classification for which the employee is qualified.

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

16.6 Rights of Employees Promoted Out of the Bargaining Unit

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

16.7 Pay for Acting in a Senior Capacity

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

16.8 Layoff

- (a) No employees covered by this Agreement shall suffer loss of seniority, due to enforced absence from employment resulting from compulsory layoff for a period not exceeding six (6) months, or for any period of absence resulting from injury, sickness, or leave of absence officially granted.
- (b) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Corporation, the Corporation shall notify all employees who have acquired

seniority rights in either a regular seniority pool or an auxiliary seniority pool who are to be laid-off at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, he shall be paid for those days for which work was not made available.

- (c) Employees shall be laid-off in the reverse order of their bargaining unit-wide seniority, provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower position.

16.9 Recall

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

16.10 Leave of Absence - Union Officials

- (a) All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Corporation. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
- (b) With respect to any leave of absence granted without pay, the Corporation shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Corporation's contribution on behalf of each such representative for Group Life Insurance coverage, Medical, Dental and Extended Health coverage, Sick-ness, and Accident Insurance Coverage and Municipal Super-annuation. The Union shall then reimburse the Corporation to the amount of the account rendered within sixty (60) days.

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

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16.11 Bereavement Leave

- (a) Any Regular Full-Time or Temporary Full-Time Employee who has completed six (6) months of employment, may be granted compassionate leave without loss of pay for a period not to exceed three (3) working days in the following events:
- (i) In the case of the death of the employee's wife, husband, child, ward, brother, sister, parent, guardian or common-law spouse;
 - (ii) In the case of the death of any other relative if living in the employee's household; or
 - (iii) In any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or a grandparent of the employee.

(Note: Regular Part-Time Employees are eligible for bereavement leave in accordance with Schedule "B", paragraph 2(1))

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

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16.12 Jury Duty and Witness Fees

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

16.13 Maternity Leave

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

commencing the leave to pay her share of the benefit premiums for that period. An employee who is absent on Maternity Leave for a period longer than 18 weeks (or the additional 6 weeks referenced above) and who wishes to continue benefit coverage shall prepay to the Corporation the total cost of premiums for benefits to which she is entitled for the additional period of leave.

- (i) An employee on Maternity Leave shall not be entitled to Sick Leave for any incapacity and disability arising from a normal delivery and subsequent convalescence.
- (j) Subject to paragraph (i) an employee on Maternity Leave who has notified her Department Head of her intention to return to work pursuant to paragraph (e), and who subsequently suffers any incapacitating illness which prevents her from returning to work at the time she intended, whether or not such illness is related to the pregnancy, shall be entitled to be paid Sick Leave benefits commencing on the first working day on which she would otherwise have returned to work, provided that she has sufficient sick leave credits, and provided that she produces to the Personnel Director a Disability Certificate duly completed by her attending physician.
- (k) In the event the combined Maternity Leave and Sick Leave exceed the maximum period of six (6) months referred to in paragraph (f), the Corporation will not be required to comply with the normal requirements for posting notices of temporary positions whose duration has exceeded six months.
- (l) 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 public 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.

16.14 Adoption

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

16.15 Sexual Harassment

Effective 1988 September 15, the Corporation and the Union agree that sexual harassment shall not be tolerated in the workplace.

17. PROTECTIVE CLOTHING

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

18. GRIEVANCE PROCEDURE

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

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

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

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

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

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

18.1 Wrongful Dismissal

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

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

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

19. GENERAL

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

20. CAR ALLOWANCE

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

21. CLASSIFICATION AND EVALUATION OF POSITIONS

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

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 Agreement.

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

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

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board constituted under Clause 18 of this Agreement, by-passing all other steps in the Grievance Procedure.

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

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

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

Sunday, if an employee whose duties normally require him to work on public holidays, is required to work on any public holiday named in Clause 14.1 which falls on any day from Monday to Friday inclusive, then he shall be paid his regular pay for the holiday and in addition thereto he shall be given compensating time off equivalent to one and one-half times the number of hours worked on the holiday.

- (ii) If an employee is required to work on the day off given to him in lieu of a public holiday, pursuant to the provisions of this Clause 14.1(g) herein, then in lieu of such holiday he shall be paid his regular pay for the public holiday plus double the regular rates of pay for the hours worked on such day off. Time worked beyond the employee's normal daily hours on the day off given to the employee in lieu of a public holiday shall be treated as overtime. For the purpose of this Clause 14.1(g) a public holiday does not include a holiday designated by the Corporation pursuant to Clause 14.1 unless the employee is entitled to that holiday with pay in lieu of a public holiday.

(h) Pay for Hours Worked on Public Holidays

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

(i) Observation of Public Holidays

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

- (j) An employee (except an employee governed by Clause 14.1(g)), who is required to work on a public holiday defined in Clause 14.1, which falls on or is observed on any day from Monday to Friday inclusive shall be paid his regular pay for the said holiday plus double the hourly rate of pay of the employee computed on the basis of his normal working hours for the hours worked on the holiday.

15. EMPLOYEE BENEFITS

It is agreed that the following employee benefits will be continued for the term of this Agreement. Subject only to the Letter of Understanding attached as Schedule 17 to the Joint Memorandum of Agreement dated 1986 June 17, the Corporation has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

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

15.1 Medical Services Plan

M.S.P. coverage after six (6) months' continuous service, with the Corporation paying sixty percent (60%) and the employees paying forty percent (40%) of the premiums.

15.2 Dental Plan

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

- (a) Basic Dental Services (Plan A) paying for 80% of the approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for 50% of the approved schedule of fees.
- (c) Orthodontics (Plan C) paying for 50% of the approved schedule of fees for dependent children only, to a lifetime maximum of \$1500 (effective 1989 January 01).
- (d) The premiums for the Dental Plan will be paid sixty percent (60%) by the Corporation and forty percent (40%) by the employees. The employees' contributions shall be made by payroll deduction.

15.3 Extended Health Benefits

Extended Health Care coverage is available for all employees who have completed six (6) months' continuous service. The Corporation shall pay sixty percent (60%) and the employees shall pay forty percent (40%) of the premiums. These benefits include vision care with a maximum claim of \$150.00 per person in a 24 month period, subject to the provisions of the plan.

15.4 Group Life Insurance

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

- (a) Coverage shall be one and one-half (1-1/2) times basic annual salary, which shall be computed to the next higher \$1,000.
- (b) Coverage shall be provided until age 65 without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age 65.
- (c) One thousand dollars (\$1,000) coverage shall be provided to employees who retire at age 65, or who terminate their employment having qualified for full vacation pursuant to the provisions of Clause 13.1.
- (d) The cost of the \$1,000 coverage for retired employees shall be incorporated into the premiums paid by the Corporation and the active employees.
- (e) The Corporation shall pay sixty percent (60%) and the active employees shall pay forty percent (40%) of the premiums.

15.5 Sick Leave

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

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

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

15.6 Gratuity Pay

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

- (a) It is further agreed and understood that such employee shall be credited with gratuity pay of two (2) working days January 1 and a further two (2) working days effective July 1 to accumulate to a total of one hundred and twenty (120) working days. In the event that any employee is absent on sick leave two (2) days or more in the period January 1 to June 30, inclusive, or two (2) days or more in the period July 1 to December 31, inclusive, the employee shall not receive any credit for gratuity pay for that period. The total gratuity pay to an employee's credit shall be paid the employee on his leaving the service of the Corporation. It is further provided that if an employee be discharged from the service of the Municipality for any of the following causes:
- (1) Being found, while employed, under the influence of alcohol or a drug, (not prescribed by a physician), and if he has refused to obtain proper medical attention for his condition.
 - (2) Being found, while employed, in possession of alcohol or a drug under circumstances which suggest that such alcohol or drug has, is, or is about to be consumed by such employee during the hours of his employment, and if he has refused to obtain proper medical attention for his condition.
 - (3) Theft or conversion of Municipal property.
 - (4) Wilful damage to Municipal property,
- the said employee shall not necessarily receive all or any accumulated gratuities.
- (b) Employees shall not be entitled to payment of gratuity pay as provided above if they resign or leave the service of the Municipality within two years of the date of the commencement of their employment.
- (c) The Corporation will provide to each employee a statement indicating the total accumulated sick leave and gratuity pay to the employee's credit as of December 31, and such statement shall be in writing, and given to the employee not later than the last day of the month of February of the succeeding calendar year.

15.7 Workers' Compensation

- (a) Where the first day or part day is not paid by the Workers' Compensation Board, this day or part day shall be paid by the Corporation and shall be deducted from accumulated sick leave but not from gratuity pay.
- (b) An employee who has completed six (6) months of continuous service and whose claim for WCB temporary disability benefits

is accepted by the WCB, shall assign the employee's WCB cheque to the Corporation and the Corporation shall pay the employee's full regular salary. If the WCB disallows an employee's claim, or if there is a period of delay prior to the claim being accepted, the Corporation will pay full regular salary to the employee until the employee's sick leave, gratuity, vacation and overtime credits are exhausted.

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

15.8 Superannuation

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

Where, due to a layoff, a Full-Time Employee has had his hours of work reduced and his employment status changed, the employee may, at his option, continue to contribute to the Municipal Superannuation Plan. Contributions made by the Corporation and the employee shall be made on the basis of the new hours worked, and are subject to the requirements of the Pension (Municipal) Act.

15.9 Unemployment Insurance

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

15.10 Separation Trust Fund

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

16. WORKING CONDITIONS

16.1 Probationary Period

Effective 1988 September 15:

- (a) New employees shall be placed in a probationary capacity until the completion of six (6) months' continuous service.
- (b) The probationary period shall be for the purpose of determining a person's suitability for regular employment in that position.
- (c) If a probationary employee continues in the same position on a regular basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the date of employment.

16.2 Regular Seniority Pool

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

- (a) all Regular Full-Time Employees upon completion of the probationary period.
- (b) all Temporary Full-Time Employees upon completion of the probationary period.
- (c) all Regular Part-Time Employees upon completion of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similarly classified position.

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

16.3 Filling Vacancies

- (a) The Council agrees that, before permanently filling a vacancy, notice of such vacancy shall be posted for five (5)

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working days in such conspicuous place as agreed by both parties, in order that any employee of the Association shall have the opportunity of applying for the vacancy. Notices shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range, and anticipated length of any temporary assignment, if posted. All job postings shall state "this position is open to male and female applicants".

- (b) The procedure in Clause (a) immediately above shall apply for temporary positions which are expected to exceed six (6) months' duration. Should a permanent employee be appointed to such a vacancy, he shall, when the temporary work is completed, return to his former position without loss of seniority.

16.4 Promotional Policy

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

16.5 Trial Period

Effective 1988 September 15:

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

In the event the promoted or transferred employee is dissatisfied in the new position during the trial period, the Corporation shall

revert the employee to his previous position or to a position in his former classification for which the employee is qualified.

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

16.6 Rights of Employees Promoted Out of the Bargaining Unit

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

16.7 Pay for Acting in a Senior Capacity

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

16.8 Layoff

- (a) No employees covered by this Agreement shall suffer loss of seniority, due to enforced absence from employment resulting from compulsory layoff for a period not exceeding six (6) months, or for any period of absence resulting from injury, sickness, or leave of absence officially granted.
- (b) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Corporation, the Corporation shall notify all employees **who have** acquired

seniority rights in either a regular seniority pool or an auxiliary seniority pool who are to be laid-off at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, he shall be paid for those days for which work was not made available.

- (c) Employees shall be laid-off in the reverse order of their bargaining unit-wide seniority, provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower position.

16.9 Recall

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

16.10 Leave of Absence - Union Officials

- (a) All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Corporation. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
- (b) With respect to any leave of absence granted without pay, the Corporation shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Corporation's contribution on behalf of each such representative for Group Life Insurance coverage, Medical, Dental and Extended Health coverage, Sick-ness, and Accident Insurance Coverage and Municipal Super-annuation. The Union shall then reimburse the Corporation to the amount of the account rendered within sixty (60) days.

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

16.11 Bereavement Leave

- (a) Any Regular Full-Time or Temporary Full-Time Employee who has completed six (6) months of employment, may be granted compassionate leave without loss of pay for a period not to exceed three (3) working days in the following events:
- (i) In the case of the death of the employee's wife, husband, child, ward, brother, sister, parent, guardian or common-law spouse;
 - (ii) In the case of the death of any other relative if living in the employee's household; or
 - (iii) In any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or a grandparent of the employee.

(Note: Regular Part-Time Employees are eligible for bereavement leave in accordance with Schedule "O" paragraph 2(1))

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

16.12 Jury Duty and Witness Fees

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


16.13 Maternity Leave

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

commencing the leave to pay her share of the benefit premiums for that period. An employee who is absent on Maternity Leave for a period longer than 18 weeks (or the additional 6 weeks referenced above) and who wishes to continue benefit coverage shall prepay to the Corporation the total cost of premiums for benefits to which she is entitled for the additional period of leave.

- (i) An employee on Maternity Leave shall not be entitled to Sick Leave for any incapacity and disability arising from a normal delivery and subsequent convalescence.
- (j) Subject to paragraph (i) an employee on Maternity Leave who has notified her Department Head of her intention to return to work pursuant to paragraph (e), and who subsequently suffers any incapacitating illness which prevents her from returning to work at the time she intended, whether or not such illness is related to the pregnancy, shall be entitled to be paid Sick Leave benefits commencing on the first working day on which she would otherwise have returned to work, provided that she has sufficient sick leave credits, and provided that she produces to the Personnel Director a Disability Certificate duly completed by her attending physician.
- (k) In the event the combined Maternity Leave and Sick Leave exceed the maximum period of six (6) months referred to in paragraph (f), the Corporation will not be required to comply with the normal requirements for posting notices of temporary positions whose duration has exceeded six months.
- (l) 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 public 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.

16.14 Adoption

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

Effective 1988 September 15, the Corporation and the Union agree that sexual harassment shall not be tolerated in the workplace.

17. PROTECTIVE CLOTHING

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

18. GRIEVANCE PROCEDURE

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

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

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

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

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

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

18.1 Wrongful Dismissal

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

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

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

19. GENERAL

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

20. CAR ALLOWANCE

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

21. CLASSIFICATION AND EVALUATION OF POSITIONS

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

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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 Agreement.

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

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

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board constituted under Clause 18 of this Agreement, by-passing all other steps in the Grievance Procedure.

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

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

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

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

23. INTERPRETATION

Interpretation of this Agreement shall be made by the Personnel Department subject to the Grievance Procedure laid down in Clause 18 of this Contract.

24. CHANGES AFFECTING THE AGREEMENT

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

25. LABOUR/MANAGEMENT COMMITTEE

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

26. OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

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

27. MISCELLANEOUS ITEMS

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

JLB

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

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

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

J. Alay - Booth
MAYOR
[Signature]
MUNICIPAL CLERK

[Signature]
PRESIDENT
[Signature]
VICE-PRESIDENT

SEAL:

"THE CORPORATION OF THE TOWNSHIP OF RICHMOND"

SEAL:

"RICHMOND CIVIC EMPLOYEES' ASSOCIATION, LOCAL 718"

SCHEDULE "A"

<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
Administrative Assistant--Budgets and Planning	27
*Administrative Assistant--Clerk's Office	17
*Administrative Assistant--Engineering Operations	17
*Administrative Assistant --Leisure Services	23
*Administrative Assistant--Permits and Licenses	17
*Administrative Assistant--Planning	17
Administrative Assistant --Police	17
*Administrative and Accounts Clerk--Police	15
Administrative Clerk--Engineering	17
Administrative Officer--Health Department	21
*Administrative Officer --Planning Department	26
*Aquatic Leader	17
*Aquatic Supervisor	18 (h)
Architectural Draftsperson	20
*Archivist	25
Arena Service Worker (1)	16 (b) (h)
Arena Service Worker (2)	18 (b) (h)
*Assistant Archivist	20
Assistant Building Maintenance Coordinator	20
Assistant Chief Public Health Inspector	28
*Assistant Drafting Supervisor	26
Assistant Environmental Control Officer	23
*Assistant to Manager of Aquatic Services	22
*Assistant Manager--Arena and Concessions	22
*Assistant Municipal Accountant	26
Assistant Records Clerk --Engineering	11
Assistant Supervisor--Collections	20
*Assistant Supervisor--Inspections	25
*Audit Clerk	18
Booking Clerk	14
Budget and Analytical Accountant	29
*Building Clerk	14
Building Clerk/Cashier	14

SCHEDULE "A" (cont'd)

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<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
Building Inspector I	25 (Step 3, 4 & 5)
Building Inspector II	27
*Building Maintenance Supervisor	26
Building Service Supervisor	20 (b)(h)
Building Service Worker	13 (c)(h)
"Business Development Officer	29
Buyer I	19
Buyer II	24
Cashier/Receptionist--Minoru Aquatic Centre	11
Clerk I	10 (a)
Clerk II	13
*Clerk--Aquatic Facilities	14
Clerk--By-Law Enforcement	15
Clerk--Drafting	12
Clerk--Health Programs	16
*Clerk--Law Department	15
Clerk--Licensing	13
*Clerk-Key-Punch Operator	13 (a)(h)
Clerk--Preventive Health	17
Clerk-Stenographer I	10 (a)
Clerk-Stenographer II	12
Clerk-Stenographer III	14
*Clerk--Traffic	12
*Clerk--Treasury	15
*Clerk-Typist I	9 (a)
Clerk-Typist II	11
*Clerk-Typist 2A	11
*Clerk-Typist III	14
*Clerk-Typist--Preventive/Environmental Health	13
*Clerk Typist--Speech & Hearing Clinic	12
*Clerk--Works Yard	13 (g)
*Committee Clerk	19
Communications Operator--Police	16 (d)

SCHEDULE "A" (cont'd)

<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
*Community Care Facility Coordinator	27
*Community Facilities Coordinator	21 (h)
Computer Operator	18 (h)
Computer Programmer	22 (h)
Construction Coordinator--Building and Works	27
*Coordinator--Art Gallery	22
*Coordinator--Leisure Services	25 (h)
Coordinator—Outdoor Recreation	22
*Coordinator--Special Services	25 (h)
*Coordinator--Sports and Fitness	22
*Coordinator--Victim/Witness Services	22
Copying Machine Operator I	10 (a)
Copying Machine Operator II	11
Cost Estimator I—Engineering	25 (g)
Cost Estimator II--Engineering	28 (g)
Counsellor--Youth Services	22
Counter Clerk—Police	13 (f)
C.P.I.C. Operator-Clerk	12
Custodian--Sports Pavilion	16 (b)(h)
*Delivery Driver/Janitor	15
*Dispatcher Clerk I	14 (e)
*Dispatcher Clerk II	15 (e)
*Draftsperson II	17
Draftsperson III	21
Drainage Inspector	21
Election Supervisor/Deputy District Registrar	21
Emergency Program Coordinator	28
Engineering Assistant--Development and Processing	23
*Engineering Assistant--Utilities	21
Engineering Inspector I	19
Engineering Inspector II	21
Engineering Liaison Assistant	19
Engineering Technician	25

y.B.

SCHEDULE "A" (cont'd)

<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
Engineering Technician--Development and Contract Operations	24
Engineering Technician--Inspections	22
Engineering Technologist	27
Environmental Control Officer	27
Exhibit Custodian	17
*Fleet Training Officer	24
*Graphics Coordinator	24
Health Clerk--Schools	13
*Health Promotion Coordinator	27
Health Unit Aide	10 (a)
Home Care Services Aide	10 (a)
*Identification Technician--RCMP	16
Information Officer--Leisure Services	20
Instrumentman II	17
Instrumentman III	21
*Interpreter/Health Unit Aide	13
Land Agent I	28
Land Agent II	30
*License Clerk/Inspector	15
License Inspector	23
License Inspector-Clerk	18
Lifeguard/Instructor I	13 (h)
Lifeguard/Instructor 2	16 (h)
*Manager--Heritage and Cultural Services	28
*Manager--Sports, Fitness & Outdoor Recreation	27
Mapping Technician 1	21
*Mapping Technician 2	23
*Microfilm Clerk	10
Museum Curator	24
Nature Park Assistant	18
*Nature Park Coordinator	22
Nutritionist	23

SCHEDULE "A" (cont'd)

<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
*Occupational Health & Safety Officer	24 (g)
Office Manager—Engineering	22
Office Supervisor--Building Department	20
Office Supervisor—Law Department	19
*Office Supervisor—Leisure Services Department	19
Office Supervisor--Planning Department	22
*Park Design Technician	25 (h)
Parking Patroller	16
Paymaster	22
*Payroll and Accounts Clerk 1	16
Payroll and Accounts Clerk 2	20
*Personnel Assistant--Benefits	14
Personnel Assistant--Records	15
Personnel Assistant—Training and Development	14
Personnel Clerk, Works Yard	12
*Physical Plant Maintenance Supervisor	27
Physical Plant Maintenance worker 1	18
*Physical Plant Maintenance Worker 2	21
*Plan Checking Assistant	18
Plan Checking Clerk I	20
*Plan Checking Clerk II	23
Plan Checking Supervisor	26
*Planner I	28
+Planner II	30
*Planning Assistant	21
Planning Clerk	17
Planning Clerk--Word Processor Operator	14
Planning Technician--Design	24
Plumbing/Gas Inspector 1	25 (Step 3, 4 & 5)
Plumbing/Gas Inspector 2	27
P.I.R.S./O.S.R. Operator 1	12
P.I.R.S./O.S.R. Operator 2	14
*Pool Maintenance Worker	18 (b)

21

37.

SCHEDULE "A" (cont'd)

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CLASSIFICATION TITLEPAY GRADE

Pool Serviceworker	15 (b)
Programmer Analyst	26 (h)
*Programmer/Clerk--Works Yard	17
*Property Negotiator--Minor Properties	21
Property Records Clerk	16
*Property Use Inspector	23
Psychologist	30 (h)
*Public Health/Environmental Control Inspector	26
Public Health Inspector	24 (h)
Purchasing Agent	29
Records clerk	13
Records Manager	22
*Recreation Facility Clerk	13
Recreation Leader	15
*Recreation Programmer	20
*Recycling Coordinator:	25
Rehabilitation Therapist	23 (i)
*Research Analyst--Planning	26
Research Officer--Leisure Services	23
Rodman	12 (a)
Secretary to the Fire Chief	16
*Senior Clerk--Treasury	20
Senior Programmer Analyst	28 (h)
*Senior Records Clerk--Clerk's Dept.	15
Senior Therapist	24 (i)
*Signal System Technologist	26
Social work Consultant--Comity Health	27
Social Worker (Long Term Care)	24
*Speech Language Pathologist	25
Supervisor--Development and Subdivisions	31
*Supervisor--Engineering Development & Contract Operations	30
Supervisor of Collections	26

SCHEDULE "A" (cont'd)

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<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
Supervisor of Inspections	27
*Supervisor--Mapping and Drafting	28
Supervisor--Plumbing and Gas Inspections	28
Supervisor--Property Use Inspections	25
Supervisor of Surveys	25
*Supervisor--Urban Development Division	26
Supervisor--Utilities	26
Supervisor--Youth Services	25
Technician--Budgets and Planning	23
Telephone Operator	11
*Telephone <i>Operator</i> /Receptionist	11
Traffic Supervisor	28
Traffic Technician I	21
Traffic Technician II	25
Transport Assistant	\$890.95 Bi-weekly--Jan. 1, 1988 \$899.69 Bi-weekly--July 1, 1988 \$935.56 Bi-weekly--Jan. 1, 1989 \$944.77 Bi-weekly--July 1, 1989 \$987.08 Bi-weekly--Jan. 1, 1990 \$1001.81 Bi-weekly--July 1, 1990
*Transportation Planning Technician	24
*Treasury Accountant	25
Vector Control Officer	21
*Word Processing Operator 1	14
Zoning Administrator	30
Guards and Matrons	13 Step 3 (g)

- (a) Positions in these classes to receive semi-annual increments.
- (b) Based on **37-1/2 hours per week**.
- (c) Plus 7% for working 37-1/2 hours **per week**.
- (d) Plus two **(2)** pay grades for extra hours.
- (e) Plus 16,3% for working 40 hours per week,
- (f) Plus two **(2)** **pay grades** for working **37-1/2** hour week.
- (g) Incumbents in these positions work **a 40** hour week.

SCHEDULE "A" (cont'd)

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- (h) Positions in these classes may work, by mutual agreement, a non-standard work day with the understanding that shift differential will be paid for hours worked (excluding overtime) outside the normal working hours.
- (i) Incumbents work a 72 hour bi-weekly work schedule consisting of nine (9) eight (8) hour work days mutually agreed by the parties. The extra hour worked per week above the standard 35 hour week is accumulated at the rate of .75 hour per week to maximum accumulation of 36 hours in any one year and scheduled as time-off during the calendar year earned.

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

- * Classifications and/or value still under review at **the** time the **1988** pay schedule **was** developed.

Note: Within the following generic classes the positions still under review at the time the **1988** pay schedule was developed are **as** follows:

Clerk Typist 2A

Building Clerk - Parks and Leisure Services
 Clerk Typist 2A - Engineering
 Clerk Typist 2A - **Leisure**
 Clerk Typist 2A - Planning
 Clerk Typist 2A - RCMP

Clerk Steno 2

Clerk Steno 2 - Planning

Clerk Steno 3

Clerk Steno 3 - Administration

Clerk Typist 1

Clerk Typist 1 (Murdoch Centre)

Clerk Typist 3

Clerk Typist 3 - Planning
 Clerk Typist 3 - Law

Planner 1

Planner 1 (Gould/Weidner)

Telephone Operator/Receptionist

Telephone Operator/Receptionist - Planning

SCHEDULE "A" (cont'd)

- ** See Schedule "A" - Bi-Weekly and Monthly Salary Rates:
Effective 1989 January 01, eligibility for advancement from one
step (increment) to the next is as follows:
- Pay Grades 9 to 14 - 6 month eligibility to move from step 1 to 2
and 2 to 3; thereafter 12 month eligibility;
- Pay Grade 15 - 6 month eligibility to move from step 1 to 2; there
after 12 month eligibility;
- Pay Grade 16 and above - 12 month eligibility.

SCHEDULE "A" (cont'd)

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CORPORATION OF THE TOWNSHIP OF RICHMOND

BI-WEEKLY AND MONTHLY SALARY RATES1988 JANUARY 01 ~ 1988 JUNE 30

<u>Classification</u>	<u>Pay Grade</u>	<u>Steps:**</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Bi-weekly	9	611.29	637.97	667.41	696.84	728.13
Monthly	9	1329.00	1387.00	1451.00	1515.00	1583.00
Bi-weekly	10	637.97	667.41	696.84	728.13	760.32
Monthly	10	1387.00	1451.00	1515.00	1583.00	1653.00
Bi-weekly	11	667.41	696.84	728.13	760.32	793.90
Monthly	11	1451.00	1515.00	1583.00	1653.00	1726.00
Bi-weekly	12	696.84	728.13	760.32	793.90	830.24
Monthly	12	1515.00	1583.00	1653.00	1726.00	1805.00
Bi-weekly	13	728.13	760.32	793.90	830.24	867.49
Monthly	13	1583.00	1653.00	1726.00	1805.00	1886.00
Bi-weekly	14	760.32	793.90	830.24	867.49	906.13
Monthly	14	1653.00	1726.00	1805.00	1886.00	1970.00
Bi-weekly	15	793.90	830.24	867.49	906.13	947.53
Monthly	15	1726.00	1805.00	1886.00	1970.00	2060.00
Bi-weekly	16	830.24	867.49	906.13	947.53	989.84
Monthly	16	1805.00	1886.00	1970.00	2060.00	2152.00
Bi-weekly	17	867.49	906.13	947.53	989.84	1034.92
Monthly	17	1886.00	1970.00	2060.00	2152.00	2250.00
Bi-weekly	18	906.13	947.53	989.84	1034.92	1080.91
Monthly	18	1970.00	2060.00	2152.00	2250.00	2350.00
Bi-weekly	19	947.53	989.84	1034.92	1080.91	1130.13
Monthly	19	2060.00	2152.00	2250.00	2350.00	2457.00
Bi-weekly	20	989.84	1034.92	1080.91	1130.13	1181.19
Monthly	20	2152.00	2250.00	2350.00	2457.00	2568.00
Bi-weekly	21	1034.92	1080.91	1130.13	1181.19	1234.09
Monthly	21	2250.00	2350.00	2457.00	2568.00	2683.00

NOTE: The above rates do not include the 1-1/2% benefit provision detailed in Clause 15.10.

SCHEDULE "A" (cont'd)

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CORPORATION OF THE TOWNSHIP OF RICHMOND

BI-WEEKLY AND MONTHLY SALARY RATES1988 JANUARY 01 - 1988 JUNE 30

<u>Classification</u>	<u>Pay Grade</u>	<u>Steps:**</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Bi-weekly	22	1080.91	1130.13	1181.19	1234.09	1288.82
Monthly	22	2350.00	2457.00	2568.00	2683.00	2802.00
Bi-weekly	23	1130.13	1181.19	1234.09	1288.82	1347.70
Monthly	23	2457.00	2568.00	2683.00	2802.00	2930.00
Bi-weekly	24	1181.19	1234.09	1288.82	1347.70	1408.87
Monthly	24	2568.00	2683.00	2802.00	2930.00	3063.00
Bi-weekly	25	1234.09	1288.82	1347.70	1408.87	1471.43
Monthly	25	2683.00	2802.00	2930.00	3063.00	3199.00
Bi-weekly	26	1288.82	1347.70	1408.87	1471.43	1537.66
Monthly	26	2802.00	2930.00	3063.00	3199.00	3343.00
Bi-weekly	27	1347.70	1408.87	1471.43	1537.66	1607.12
Monthly	27	2930.00	3063.00	3199.00	3343.00	3494.00
Bi-weekly	28	1408.87	1471.43	1537.66	1607.12	1679.79
Monthly	28	3063.00	3199.00	3343.00	3494.00	3652.00
Bi-weekly	29	1471.43	1537.66	1607.12	1679.79	1756.14
Monthly	29	3199.00	3343.00	3494.00	3652.00	3818.00
Bi-weekly	30	1537.66	1607.12	1679.79	1756.14	1835.25
Monthly	30	3343.00	3494.00	3652.00	3818.00	3990.00
Bi-weekly	31	1607.12	1679.79	1756.14	1835.25	1918.05
Monthly	31	3494.00	3652.00	3818.00	3990.00	4170.00
Bi-weekly	32	1679.79	1756.14	1835.25	1918.05	2004.07
Monthly	32	3652.00	3818.00	3990.00	4170.00	4357.00

NOTE: The above rates do not include the 1-1/2% benefit provision detailed in Clause 15.10.

SCHEDULE "A" (cont'd)

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CORPORATION OF THE TOWNSHIP OF RICHMOND

BI-WEEKLY AND MONTHLY SALARY RATES1988 JULY 01 - 1988 DECEMBER 31

<u>Classification</u>	<u>Pay Grade</u>	<u>Steps:**</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Bi-weekly	9	617.27	644.41	674.31	703.75	735.48
Monthly	9	1342.00	1401.00	1466.00	1530.00	1599.00
Bi-weekly	10	644.41	674.31	703.75	735.48	768.14
Monthly	10	1401.00	1466.00	1530.00	1599.00	1670.00
Bi-weekly	11	674.31	703.75	735.48	768.14	801.72
Monthly	11	1466.00	1530.00	1599.00	1670.00	1743.00
Bi-weekly	12	703.75	735.48	768.14	801.72	838.52
Monthly	12	1530.00	1599.00	1670.00	1743.00	1823.00
Bi-weekly	13	735.48	768.14	801.72	838.52	876.23
Monthly	13	1599.00	1670.00	1743.00	1823.00	1905.00
Bi-weekly	14	768.14	801.72	838.52	876.23	915.33
Monthly	14	1670.00	1743.00	1823.00	1905.00	1990.00
Bi-weekly	15	801.72	838.52	876.23	915.33	957.19
Monthly	15	1743.00	1823.00	1905.00	1990.00	2081.00
Bi-weekly	16	838.52	876.23	915.33	957.19	999.96
Monthly	16	1823.00	1905.00	1990.00	2081.00	2174.00
Bi-weekly	17	876.23	915.33	957.19	999.96	1045.50
Monthly	17	1905.00	1990.00	2081.00	2174.00	2273.00
Bi-weekly	18	915.33	957.19	999.96	1045.50	1091.95
Monthly	18	1990.00	2081.00	2174.00	2273.00	2374.00
Bi-weekly	19	957.19	999.96	1045.50	1091.95	1141.63
Monthly	19	2081.00	2174.00	2273.00	2374.00	2482.00
Bi-weekly	20	999.96	1045.50	1091.95	1141.63	1193.15
Monthly	20	2174.00	2273.00	2374.00	2482.00	2594.00
Bi-weekly	21	1045.50	1091.95	1141.63	1193.15	1246.50
Monthly	21	2273.00	2374.00	2482.00	2594.00	2710.00

NOTE: The above rates do not include the 1-1/2% benefit provision detailed in Clause 15.10.

CORPORATION OF THE TOWNSHIP OF RICHMOND

BI-WEEKLY AND MONTHLY SALARY RATES1988 JULY 01 - 1988 DECEMBER 31

Classification	Grade	Steps:**				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Bi-weekly	22	1091.95	1141.63	1193.15	1246.50	1301.70
Monthly	22	2374.00	2482.00	2594.00	2710.00	2830.00
Bi-weekly	23	1141.63	1193.15	1246.50	1301.70	1361.03
Monthly	23	2482.00	2594.00	2710.00	2830.00	2959.00
Bi-weekly	24	1193.15	1246.50	1301.70	1361.03	1423.13
Monthly	24	2594.00	2710.00	2830.00	2959.00	3094.00
Bi-weekly	25	1246.50	1301.70	1361.03	1423.13	1486.14
Monthly	25	2710.00	2830.00	2959.00	3094.00	3231.00
Bi-weekly	26	1301.70	1361.03	1423.13	1486.14	1552.84
Monthly	26	2830.00	2959.00	3094.00	3231.00	3376.00
Bi-weekly	27	1361.03	1423.13	1486.14	1552.84	1623.22
Monthly	27	2959.00	3094.00	3231.00	3376.00	3529.00
Bi-weekly	28	1423.13	1486.14	1552.84	1623.22	1696.81
Monthly	28	3094.00	3231.00	3376.00	3529.00	3689.00
Bi-weekly	29	1486.14	1552.84	1623.22	1696.81	1773.62
Monthly	29	3231.00	3376.00	3529.00	3689.00	3856.00
Bi-weekly	30	1552.84	1623.22	1696.81	1773.62	1853.66
Monthly	30	3376.00	3529.00	3689.00	3856.00	4030.00
Bi-weekly	31	1623.22	1696.81	1773.62	1853.66	1937.37
Monthly	31	3529.00	3689.00	3856.00	4030.00	4212.00
Bi-weekly	32	1696.81	1773.62	1853.66	1937.37	2024.30
Monthly	32	3689.00	3856.00	4030.00	4212.00	4401.00

NOTE: The above rates do not include the 1-1/2% benefit provision detailed in Clause 15.10.

SCHEDULE "A" (cont'd)

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CORPORATION OF THE TOWNSHIP OF RICHMOND

SI-WEEKLY AND MONTHLY SALARY RATES1989 JANUARY 01 - 1989 JUNE 30

<u>Classification</u>	<u>Pay Grade</u>	<u>Steps:**</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Bi-weekly	9	642.11	670.17	701.44	731.80	764.92
Monthly	9	1396.00	1457.00	1525.00	1591.00	1663.00
Bi-weekly	10	670.17	701.44	731.80	764.92	798.96
Monthly	10	1457.00	1525.00	1591.00	1663.00	1737.00
Bi-weekly	11	701.44	731.80	764.92	798.96	833.92
Monthly	11	1525.00	1591.00	1663.00	1737.00	1813.00
Bi-weekly	12	731.80	764.92	798.96	833.92	872.10
Monthly	12	1591.00	1663.00	1737.00	1813.00	1896.00
Bi-weekly	13	764.92	798.96	833.92	872.10	911.19
Monthly	13	1663.00	1737.00	1813.00	1896.00	1981.00
Bi-weekly	14	798.96	833.92	872.10	911.19	952.13
Monthly	14	1737.00	1813.00	1896.00	1981.00	2070.00
Bi-weekly	15	833.92	872.10	911.19	952.13	995.37
Monthly	15	1813.00	1896.00	1981.00	2070.00	2164.00
Bi-weekly	16	872.10	911.19	952.13	995.37	1039.98
Monthly	16	1896.00	1981.00	2070.00	2164.00	2261.00
Bi-weekly	17	911.19	952.13	995.37	1039.98	1087.35
Monthly	17	1981.00	2070.00	2164.00	2261.00	2364.00
Bi-weekly	18	952.13	995.37	1039.98	1087.35	1135.65
Monthly	18	2070.00	2164.00	2261.00	2364.00	2469.00
Bi-weekly	19	995.37	1039.98	1087.35	1135.65	1187.17
Monthly	19	2164.00	2261.00	2364.00	2469.00	2581.00
Bi-weekly	20	1039.98	1087.35	1135.65	1187.17	1240.98
Monthly	20	2261.00	2364.00	2469.00	2581.00	2698.00
Bi-weekly	21	1087.35	1135.65	1187.17	1240.98	1296.18
Monthly	21	2364.00	2469.00	2581.00	2698.00	2818.00

NOTE: The above rates do not include the 1-1/2% benefit provision detailed in Clause 15.10.

SCHEDULE "A" (cont'd)

CORPORATION OF THE TOWNSHIP OF RICHMOND

BI-WEEKLY AND MONTHLY SALARY RATES1989 JANUARY 01 - 1989 JUNE 30

<u>Classification</u>	<u>Pay Grade</u>	<u>Steps:**</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Bi-weekly	22	1135.65	1187.17	1240.98	1296.18	1353.67
Monthly	22	2469.00	2581.00	2698.00	2818.00	2943.00
Bi-weekly	23	1187.17	1240.98	1296.18	1353.67	1415.31
Monthly	23	2581.00	2698.00	2818.00	2943.00	3077.00
Bi-weekly	24	1240.98	1296.18	1353.67	1415.31	1480.16
Monthly	24	2698.00	2818.00	2943.00	3077.00	3218.00
Bi-weekly	25	1296.18	1353.67	1415.31	1480.16	1545.48
Monthly	25	2818.00	2943.00	3077.00	3218.00	3360.00
Bi-weekly	26	1353.67	1415.31	1480.16	1545.48	1614.94
Monthly	26	2943.00	3077.00	3218.00	3360.00	3511.00
Bi-weekly	27	1415.31	1480.16	1545.48	1614.94	1688.07
Monthly	27	3077.00	3218.00	3360.00	3511.00	3670.00
Bi-weekly	28	1480.16	1545.48	1614.94	1688.07	1764.88
Monthly	28	3218.00	3360.00	3511.00	3670.00	3837.00
Bi-weekly	29	1545.48	1614.94	1688.07	1764.88	1844.46
Monthly	29	3360.00	3511.00	3670.00	3837.00	4010.00
Bi-weekly	30	1614.94	1688.07	1764.88	1844.46	1927.71
Monthly	30	3511.00	3670.00	3837.00	4010.00	4191.00
Bi-weekly	31	1688.07	1764.88	1844.46	1927.71	2014.64
Monthly	31	3670.00	3837.00	4010.00	4191.00	4380.00
Bi-weekly	32	1764.88	1844.46	1927.71	2014.64	2105.26
Monthly	32	3837.00	4010.00	4191.00	4380.00	4577.00

NOTE: The above rates do not include the 1-1/2% benefit provision detailed in Clause 15.10.

SCHEDULE "A" (cont'd)

CORPORATION OF THE TOWNSHIP OF RICHMOND

BI-WEEKLY AND MONTHLY SALARY RATES1989 JULY 01 - 1989 DECEMBER 31

Classification	Pay Grade	Steps:**				
		1	2	3	4	5
Bi-weekly	9	648.55	677.07	708.34	739.17	772.74
Monthly	9	1410.00	1472.00	1540.00	1607.00	1680.00
Bi-weekly	10	677.07	708.34	739.17	772.74	806.78
Monthly	10	1472.00	1540.00	1607.00	1680.00	1754.00
Bi-weekly	11	708.34	739.17	772.74	806.78	842.19
Monthly	11	1540.00	1607.00	1680.00	1754.00	1831.00
Bi-weekly	12	739.17	772.74	806.78	842.19	880.83
Monthly	12	1607.00	1680.00	1754.00	1831.00	1915.00
Bi-weekly	13	772.74	806.78	842.19	880.83	920.39
Monthly	13	1680.00	1754.00	1831.00	1915.00	2001.00
Bi-weekly	14	806.78	842.19	880.83	920.39	961.79
Monthly	14	1754.00	1831.00	1915.00	2001.00	2091.00
Bi-weekly	15	842.19	880.83	920.39	961.79	1005.48
Monthly	15	1831.00	1915.00	2001.00	2091.00	2186.00
Bi-weekly	16	880.83	920.39	961.79	1005.48	1050.56
Monthly	16	1915.00	2001.00	2091.00	2186.00	2284.00
Bi-weekly	17	920.39	961.79	1005.48	1050.56	1098.39
Monthly	17	2001.00	2091.00	2186.00	2284.00	2388.00
Bi-weekly	18	961.79	1005.48	1050.56	1098.39	1147.15
Monthly	18	2091.00	2186.00	2284.00	2388.00	2494.00
Bi-weekly	19	1005.48	1050.56	1098.39	1147.15	1199.13
Monthly	19	2186.00	2284.00	2388.00	2494.00	2607.00
Bi-weekly	20	1050.56	1098.39	1147.15	1199.13	1253.40
Monthly	20	2284.00	2388.00	2494.00	2607.00	2725.00
Bi-weekly	21	1098.39	1147.15	1199.13	1253.40	1309.06
Monthly	21	2388.00	2494.00	2607.00	2725.00	2846.00

NOTE: The above rates do not include the 1-1/2% benefit provision detailed in Clause 15.10.

SCHEDULE "A" (cont'd)

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CORPORATION OF THE TOWNSHIP OF RICHMOND

BI-WEEKLY AND MONTHLY SALARY RATES1989 JULY 01 - 1989 DECEMBER 31

<u>Classification</u>	<u>Pay Grade</u>	<u>Steps:**</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Bi-weekly	22	1147.15	1199.13	1253.40	1309.06	1367.02
Monthly	22	2494.00	2607.00	2725.00	2846.00	2972.00
Bi-weekly	23	1199.13	1253.40	1309.06	1367.02	1429.57
Monthly	23	2607.00	2725.00	2846.00	2972.00	3108.00
Bi-weekly	24	1253.40	1309.06	1367.02	1429.57	1494.89
Monthly	24	2725.00	2846.00	2972.00	3108.00	3250.00
Bi-weekly	25	1309.06	1367.02	1429.57	1494.89	1561.12
Monthly	25	2846.00	2972.00	3108.00	3250.00	3394.00
Bi-weekly	26	1367.02	1429.57	1494.89	1561.12	1631.04
Monthly	26	2972.00	3108.00	3250.00	3394.00	3546.00
Bi-weekly	27	1429.57	1494.89	1561.12	1631.04	1705.09
Monthly	27	3108.00	3250.00	3394.00	3546.00	3707.00
Bi-weekly	28	1494.89	1561.12	1631.04	1705.09	1782.36
Monthly	28	3250.00	3394.00	3546.00	3707.00	3875.00
Bi-weekly	29	1561.12	1631.04	1705.09	1782.36	1862.85
Monthly	29	3394.00	3546.00	3707.00	3875.00	4050.00
Bi-weekly	30	1631.04	1705.09	1782.36	1862.85	1947.03
Monthly	30	3546.00	3707.00	3875.00	4050.00	4233.00
Bi-weekly	31	1705.09	1782.36	1862.85	1947.03	2034.88
Monthly	31	3707.00	3875.00	4050.00	4233.00	4424.00
Bi-weekly	32	1782.36	1862.85	1947.03	2034.88	2126.41
Monthly	32	3875.00	4050.00	4233.00	4424.00	4623.00

NOTE: The above rates do not include the 1-1/2% benefit provision detailed in Clause 15.10.

SCHEDULE "A" (cont'd)

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CORPORATION OF THE TOWNSHIP OF RICHMOND

BI-WEEKLY AND MONTHLY SALARY RATES1990 JANUARY 01 - 1990 JUNE 30

<u>Classification</u>	<u>Pay Grade</u>	<u>Steps:**</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Bi-weekly	9	677.53	707.43	740.08	772.28	807.70
Monthly	9	1473.00	1538.00	1609.00	1679.00	1756.00
Bi-weekly	10	707.43	740.08	772.28	807.70	843.12
Monthly	10	1538.00	1609.00	1679.00	1756.00	1833.00
Bi-weekly	11	740.08	772.28	807.70	843.12	879.91
Monthly	11	1609.00	1679.00	1756.00	1833.00	1913.00
Bi-weekly	12	772.28	807.70	843.12	879.91	920.39
Monthly	12	1679.00	1756.00	1833.00	1913.00	2001.00
Bi-weekly	13	807.70	843.12	879.91	920.39	961.79
Monthly	13	1756.00	1833.00	1913.00	2001.00	2091.00
Bi-weekly	14	843.12	879.91	920.39	961.79	1005.02
Monthly	14	1833.00	1913.00	2001.00	2091.00	2185.00
Bi-weekly	15	879.91	920.39	961.79	1005.02	1050.56
Monthly	15	1913.00	2001.00	2091.00	2185.00	2284.00
Bi-weekly	16	920.39	961.79	1005.02	1050.56	1097.94
Monthly	16	2001.00	2091.00	2185.00	2284.00	2387.00
Bi-weekly	17	961.79	1005.02	1050.56	1097.94	1147.61
Monthly	17	2091.00	2185.00	2284.00	2387.00	2495.00
Bi-weekly	18	1005.02	1050.56	1097.94	1147.61	1198.67
Monthly	18	2185.00	2284.00	2387.00	2495.00	2606.00
Bi-weekly	19	1050.56	1097.94	1147.61	1198.67	1252.94
Monthly	19	2284.00	2387.00	2495.00	2606.00	2724.00
Bi-weekly	20	1097.94	1147.61	1198.67	1252.94	1309.98
Monthly	20	2387.00	2495.00	2606.00	2724.00	2848.00
Bi-weekly	21	1147.61	1198.67	1252.94	1309.98	1367.93
Monthly	21	2495.00	2606.00	2724.00	2848.00	2974.00

NOTE: The above rates do not include the 1-1/2% benefit provision detailed in Clause 15.10.

CORPORATION OF THE TOWNSHIP OF RICHMOND

BI-WEEKLY AND MONTHLY SALARY RATES1990 JANUARY 01 - 1990 JUNE 30

<u>Classification</u>	<u>Pay Grade</u>	<u>Steps:**</u> <u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Bi-weekly	22	1198.67	1252.94	1309.98	1367.93	1428.65
Monthly	22	2606.00	2724.00	2848.00	2974.00	3106.00
Bi-weekly	23	1252.94	1309.98	1367.93	1428.65	1493.96
Monthly	23	2724.00	2848.00	2974.00	3106.00	3248.00
Bi-weekly	24	1309.98	1367.93	1428.65	1493.96	1562.04
Monthly	24	2848.00	2974.00	3106.00	3248.00	3396.00
Bi-weekly	25	1367.93	1428.65	1493.96	1562.04	1631.49
Monthly	25	2974.00	3106.00	3248.00	3396.00	3547.00
Bi-weekly	26	1428.65	1493.96	1562.04	1631.49	1704.63
Monthly	26	3106.00	3248.00	3396.00	3547.00	3706.00
Bi-weekly	27	1493.96	1562.04	1631.49	1704.63	1781.90
Monthly	27	3248.00	3396.00	3547.00	3706.00	3874.00
Bi-weekly	28	1562.04	1631.49	1704.63	1781.90	1862.39
Monthly	28	3396.00	3547.00	3706.00	3874.00	4049.00
Bi-weekly	29	1631.49	1704.63	1781.90	1862.39	1946.57
Monthly	29	3547.00	3706.00	3874.00	4049.00	4232.00
Bi-weekly	30	1704.63	1781.90	1862.39	1946.57	2034.42
Monthly	30	3706.00	3874.00	4049.00	4232.00	4423.00
Bi-weekly	31	1781.90	1862.39	1946.57	2034.42	2126.41
Monthly	31	3874.00	4049.00	4232.00	4423.00	4623.00
Bi-weekly	32	1862.39	1946.57	2034.42	2126.41	2222.09
Monthly	32	4049.00	4232.00	4423.00	4623.00	4831.00

NOTE: The above rates do not include the 1-1/2% benefit provision detailed in Clause 15.10.

SCHEDULE "A" (cont'd)

CORPORATION OF THE TOWNSHIP OF RICHMOND

BI-WEEKLY AND MONTHLY SALARY RATES1990 JULY 01 - 1990 DECEMBER 31

<u>Classification</u>	<u>Pay Grade</u>	<u>Steps:**</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Bi-weekly	9	687.65	718.00	751.12	783.78	819.66
Monthly	9	1495.00	1561.00	1633.00	1704.00	1782.00
Bi-weekly	10	718.00	751.12	783.78	819.66	855.53
Monthly	10	1561.00	1633.00	1704.00	1782.00	1860.00
Bi-weekly	11	751.12	783.78	819.66	855.53	893.25
Monthly	11	1633.00	1704.00	1782.00	1860.00	1942.00
Bi-weekly	12	783.78	819.66	855.53	893.25	934.19
Monthly	12	1704.00	1782.00	1860.00	1942.00	2031.00
Bi-weekly	13	819.66	855.53	893.25	934.19	976.05
Monthly	13	1782.00	1860.00	1942.00	2031.00	2122.00
Bi-weekly	14	855.53	893.25	934.19	976.05	1020.20
Monthly	14	1860.00	1942.00	2031.00	2122.00	2218.00
Bi-weekly	15	893.25	934.19	976.05	1020.20	1066.20
Monthly	15	1942.00	2031.00	2122.00	2218.00	2318.00
Bi-weekly	16	934.19	976.05	1020.20	1066.20	1114.49
Monthly	16	2031.00	2122.00	2218.00	2318.00	2423.00
Bi-weekly	17	976.05	1020.20	1066.20	1114.49	1164.63
Monthly	17	2122.00	2218.00	2318.00	2423.00	2532.00
Bi-weekly	18	1020.20	1066.20	1114.49	1164.63	1216.61
Monthly	18	2218.00	2318.00	2423.00	2532.00	2645.00
Bi-weekly	19	1066.20	1114.49	1164.63	1216.61	1271.80
Monthly	19	2318.00	2423.00	2532.00	2645.00	2765.00
Bi-weekly	20	1114.49	1164.63	1216.61	1271.80	1329.76
Monthly	20	2423.00	2532.00	2645.00	2765.00	2891.00
Bi-weekly	21	1164.63	1216.61	1271.80	1329.76	1388.63
Monthly	21	2532.00	2645.00	2765.00	2891.00	3019.00

NOTE: The above rates do not include the 1-1/2% benefit provision detailed in Clause 15.10.

SCHEDULE "A" (cont'd)

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CORPORATION OF THE TOWNSHIP OF RICHMOND

BI-WEEKLY AND MONTHLY SALARY RATES1990 JULY 01 - 1990 DECEMBER 31

<u>Classification</u>	<u>Pay Grade</u>	<u>Steps:**</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Bi-weekly	22	1216.61	1271.80	1329.76	1388.63	1450.27
Monthly	22	2645.00	2765.00	2891.00	3019.00	3153.00
Bi-weekly	23	1271.80	1329.76	1388.63	1450.27	1516.50
Monthly	23	2765.00	2891.00	3019.00	3153.00	3297.00
Bi-weekly	24	1329.76	1388.63	1450.27	1516.50	1585.49
Monthly	24	2891.00	3019.00	3153.00	3297.00	3447.00
Bi-weekly	25	1388.63	1450.27	1516.50	1585.49	1655.87
Monthly	25	3019.00	3153.00	3297.00	3447.00	3600.00
Bi-weekly	26	1450.27	1516.50	1585.49	1655.87	1730.39
Monthly	26	3153.00	3297.00	3447.00	3600.00	3762.00
Bi-weekly	27	1516.50	1585.49	1655.87	1730.39	1808.58
Monthly	27	3297.00	3447.00	3600.00	3762.00	3932.00
Bi-weekly	28	1585.49	1655.87	1730.39	1808.58	1890.46
Monthly	28	3447.00	3600.00	3762.00	3932.00	4110.00
Bi-weekly	29	1655.87	1730.39	1808.58	1890.46	1975.55
Monthly	29	3600.00	3762.00	3932.00	4110.00	4295.00
Bi-weekly	30	1730.39	1808.58	1890.46	1975.55	2064.78
Monthly	30	3762.00	3932.00	4110.00	4295.00	4489.00
Bi-weekly	31	1808.58	1890.46	1975.55	2064.78	2158.15
Monthly	31	3932.00	4110.00	4295.00	4489.00	4792.00
Bi-weekly	32	1890.46	1975.55	2064.78	2158.15	2255.20
Monthly	32	4110.00	4295.00	4489.00	4692.00	4903.00

NOTE: The above rates do not include the 1-1/2% benefit provision detailed in Clause 15.10.

SCHEDULE "A" (cont'd)

CORPORATION OF THE TOWNSHIP OF RICHMOND

MISCELLANEOUS HOURLY RATES

Key: A = 1988 January 01 C = 1989 January 01 E = 1990 January 01
 B = 1988 July 01 D = 1989 July 01 F = 1990 July 01

<u>CLASSIFICATION TITLE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
ATTENDANT	7.80	7.88	8.20	8.28	8.65	8.78
HEAD ATTENDANT	8.34	8.42	8.76	8.85	9.25	9.39
PLAYGROUND AREA COORDINATOR	10.36	10.46	10.88	10.99	11.48	11.65
PLAYGROUND LEADER II	8.15	8.23	8.56	8.65	9.04	9.18
PLAYGROUND LEADER I	7.80	7.88	8.20	8.28	8.65	8.78
JUNIOR LIFEGUARD INSTRUCTOR	8.42	8.50	8.84	8.93	9.33	9.47

SCHEDULE "B"TEMPORARY AND CASUAL EMPLOYEES1. Auxiliary Seniority Pool

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

- (a) Effective 11:59 p.m. on 1978 December 31, all Auxiliary Employees who were employed during 1978, will be credited with the total number of hours which they worked for their Employer during 1978, and all Auxiliary Employees who were employed during 1977, and who worked 900 hours or more for their Employer during 1977, will be credited with the total number of hours which they worked for their Employer during 1977.
- (b) As soon as an Auxiliary Employee has worked 1500 hours within two consecutive calendar years, such employee will gain entry onto the Auxiliary Seniority List in his or her jurisdiction, and will be deemed to possess seniority.
- (c) Upon gaining entry onto the Auxiliary Seniority List, an employee will be credited with the number of hours worked in any class of positions, and will hold class seniority in any such class accordingly.
- (d) An employee who has gained entry onto the Auxiliary Seniority List, will continue to accumulate class seniority in any class in which he or she works in accordance with the number of hours worked in a position within such class.
- (e) An Auxiliary Employee's seniority will be lost as the result of a break in service with the Employer which exceeds one year.
- (f) Where pay ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the number of hours served by a Regular Full-Time Employee for such eligibility.
- (g) Each Employer is to elect not later than 1978 September 01 whether class seniority is to be exercised bargaining unit wide or within some narrower parameters, e.g. by program or by geographical area, Such decisions will not be made until each local union has been provided with a full opportunity to submit suggestions and to discuss the matter. In the case where any problem or disagreement arises between local parties, it will be understood that a CUPE staff representative and the GVRD Director of Labour Relations will be available to assist such local parties.

SCHEDULE "B" (cont'd)

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- (h) The decisions of the various Employers will be reported to the CUPE JNC by the GVRD Labour Relations Department within the first **week** of September 1978.
- (i) In the event of a layoff of Auxiliary Employees **within** a class (whether the layoff takes place within a program, a geographical area or across the entire bargaining unit) those employees having greatest seniority within the class shall be the last ones laid off.
- (j) Other than as might be provided for pursuant to the terms of paragraph 1(i) herein, no Auxiliary Employee shall have the right to bump another employee after having been laid off.
- (k) **An** Auxiliary Employee having class seniority, **and** having been laid off, must, if he wishes to be considered for future Auxiliary employment, elect to register himself with his Employer for future Auxiliary employment in which case he will be given preference in hiring for future vacancies within various classes on the basis of his class seniority.
- (l) Registration for future Auxiliary employment will be made upon a standard form which will be signed and dated by the applicant and which will state the classes within which the applicant would be willing to accept a position. The completed form will be signed and dated by an authorized representative of the Employer, and both the applicant and the Union will be provided with **a** copy by way of receipt.
- (m) When an Auxiliary Employee who has attained class seniority, who has been laid off and who has registered for future Auxiliary employment, also registers his desire to be taken into consideration for Auxiliary work in a class for which he does not possess class seniority, he shall be taken into consideration for appointment to **a** position within such new class on the basis of his skills, knowledge and ability, and in any case where there is no registered applicant possessing seniority in the new class in question, **and** where his skills, knowledge and ability are sufficient so as to render him qualified, then:
 - (a) if the Auxiliary Employee is the only registered and qualified applicant, he shall be appointed to the said position.
 - (b) if the Auxiliary Employee is one of several registered and qualified applicants, **the** appointment to the said position shall be based on their relative skills, knowledge and ability, and if their skills, knowledge **and** ability are considered to be equal, then the registered and qualified applicant possessing **the** greatest total Auxiliary seniority with the Employer shall be appointed.

(n) Auxiliary pool seniority may be exercised commencing at 11:59 p.m. on 1978 December 31.

2. Regular Part-Time and Auxiliary Employees--Benefits

(1) Payment in Lieu of Benefits

- (a) Auxiliary Employees shall be paid an amount equal to 12% of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits including those providing for time off with pay, provided however, that those Auxiliary Employees who have gained entry onto the Auxiliary Seniority list shall have such pay in lieu of benefits increased to 16% of their regular earnings.
- (b) Regular Part-Time Employees shall be **paid** an amount equal to 12% of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time **off** with pay, provided however, that those Regular Part-Time Employees who have worked the equivalent of 6 months shall have such pay in lieu of benefits increased to 16% of their regular earnings and shall be eligible for the benefits contained in paragraph (c) below.
- (c) All Regular Part-Time Employees **who** have worked the equivalent of 6 months shall be entitled on a pro-rated basis to the same benefits to which Regular Full-Time Employees are entitled under the following Clauses of the Agreement, namely: 16.11 Bereavement Leave, 16.12 Jury Duty and Witness Fees; 16.13 Maternity Leave, and 16.14 Adoption; provided however, that a Regular Part-Time Employee who is being paid an amount equal to 16% of regular earnings in lieu of benefits shall not be paid such 16% of regular earnings when on unpaid leave of absence.
- (d) No other benefits shall be provided to Regular Part-Time and Auxiliary Employees unless expressly stated in this paragraph 2.
- (2) A public holiday will be treated as a normal working day for all Auxiliary and Regular Part-Time Employees. Thus, an employee who works on a public holiday will be paid at straight-time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee **who does** not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.
- (3) Normal daily and weekly hours shall be deemed to be 8 and 40 respectively for all Auxiliary Employees except in the case of

SCHEDULE "B" (cont'd)

an Auxiliary Employee working in a position normally occupied by a Full-Time Employee whose normal hours shall be deemed to be the normal hours of the Auxiliary Employee.

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

SCHEDULE "B" (cont'd)

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five days during the week, two times for any hours worked on his sixth and seventh days of work in that week.

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

SCHEDULE "C"COMPRESSED WORK WEEK FORMULA

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

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

APPENDIX "A"

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

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

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

1. Basic annual working hours shall be calculated as $260.89 \times$ daily working hours as per the 5-day week; e.g. $260.89 \times 7 = 1826-1/4$, or $260.89 \times 7.5 = 1956.675$.
2. Basic annual public holiday hours shall be calculated as $11 \times$ daily hours as per the 5-day week; e.g. $11 \times 7 = 77$, or $11 \times 7.5 = 82.5$.
3. Account shall be taken of the difference in basic annual rest period allowances; e.g. 52.178 weeks \times 5 days \times 20 minutes (=86.96 hours) in the case of the standard 5-day week; $52.178 \times 4 \times 20$ minutes (=69.57 hours) in the case of the 4-day week; and $52.178 \times 4.5 \times 20$ minutes (=78.27 hours) in the case of the 9-day fortnight.
4. Employees shall have at least two of their **days** off in any week consecutive, **and** such days off shall for **purposes** of overtime pay be deemed to be the "first scheduled rest day" and the "second scheduled rest day". Pay for any work on the third day off in any **week** shall be in accordance with normal daily overtime rates.
5. For the purposes of overtime pay on scheduled working **days**, normal daily working hours and the normal work week shall be considered to be those lengths of time established by the parties pursuant to paragraph 8 herein.
6. Annual Vacation entitlement and all credits for Deferred Vacation, Sick Leave benefits and Gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee's credit by the daily working hours as per the previous 5-day week. All deductions or debits shall be **made** on the basis that each working day of absence shall be measured **as** the length of time established by the parties pursuant to paragraph 8 herein.
7. Notwithstanding any Clause in **a** Collective Agreement to the contrary, an employee shall not receive pay for acting senior capacity where he or she has been temporarily required to accept the responsibilities and carry out the duties of a senior position

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because of the absence of the incumbent of that senior position due to the compressed work week.

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

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

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

SCHEDULE "D"GRATUITY EXPERIMENT

Effective 1986 July 07, the Employer and the Union agree to implement the following gratuity experiment:

The purpose of the experiment is to evaluate the effect of temporarily removing the restriction on access to gratuity, on sick leave leave usage.

All Regular Full-Time Employees who have completed two (2) years of continuous service by 1985 December 31 shall be eligible to participate in the experiment, which shall be in effect from 1986 January 01 to 1988 December 31, both dates inclusive.

Effective in the year 1986, eligible employees shall have the option to request pay or time off in an amount equivalent to the number of gratuity days actually earned in 1986 to December 31. Requests shall be made prior to December 1st in each of 1986, 1987 and 1988 relative to the gratuity days earned in each of those respective years and the Employer shall grant either time **off** or pay, subject to operational and/or budgetary restrictions. Time off shall be taken prior to December 31 of the following year, and shall be scheduled subject to the operational exigencies of the Department.

Except for the temporary removal of the restrictions on access to gratuity pursuant to **this** experiment, all other features of the Gratuity Plan shall remain unaffected by the experiment.

Effective 1988 September 15, the Employer and the Union agree to continue the Gratuity Experiment until 1990 December '31. Notwithstanding the continuation of the Gratuity Experiment, the Employer and the Union acknowledge that the Gratuity Plan will be included as part of the review of benefits.



SCHEDULE "E"SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

In the table the figure to the left of the oblique stroke shows the number of working days of regular annual vacation. i.e., 15 days from the second to the ninth calendar year of service; 20 days from the 10th to the 17th; 25 days from **the** 18th to the 25th; 30 days in the 26th and **all** subsequent calendar years of service.

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

Example:

An employee hired in 1973 is in his or her 16th calendar year during 1988. The employee in 1988 will be credited with 5 supplementary working days which **may** be taken at any time between 1988 and 1992, both years included. In 1993 **the** employee will be credited with a further 5 supplementary working days, etc.

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



SCHEDULE "E" (cont'd)

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TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 1988 TO 1997 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997
1988	-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-
1987	15/-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5
1986	15/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-
1985	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-
1984	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-
1983	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/-
1982	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/-	20/5
1981	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/-	20/5	20/-
1980	15/-	20/-	20/5	20/-	20/-	20/-	20/-	20/5	20/-	25/-
1979	20/-	20/5	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-
1978	20/5	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-
1977	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5
1976	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-
1975	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-
1974	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-
1973	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-
1972	20/-	25/-	25/-	25/-	25/-	25/-	25/-	25/-	25/-	30/5
1971	25/-	25/-	25/-	25/-	25/-	25/-	25/-	25/-	30/5	30/-
1970	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-
1969	25/-	25/5	25/-	25/-	25/-	25/-	25/-	30/-	30/-	30/-
1968	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-
1967	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5
1966	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1965	25/-	25/-	30/5	30/-	30/-	30/-	30/-	25/-	30/-	30/-
1964	25/-	0/5	30/-	30/-	30/-	30/-	25/-	30/-	30/-	30/-
1963	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1962	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1961	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1960	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1959	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1958	25/-	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1957	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	25/-
1956	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1955	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1954	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1953	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1952	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1951	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1950	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1949	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1948	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-

SCHEDULE "F"RESIDUAL ITEMS1981-1982 NEGOTIATIONS

1. Joint Committee Review of Pesticide and Herbicide Applications and Other Possible Dirty Applications

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

2. Handicapped Workers

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

1988-1990 NEGOTIATIONS

1. Local **Benef** Committee

Within **four (4)** months following the date of ratification of the Joint Memorandum of Agreement, a Local Benefits Committee shall be established consisting of not more than three **(3)** representatives of the Union and three **(3)** representatives of the Employer.

The Committee shall meet **as** often **as** necessary to study, review, and discuss potential changes, including qualifying times, to Health and Welfare Benefit Plans.

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

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SCHEDULE "G"

EMPLOYMENT STANDARDS ACT PRINCIPLES

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

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

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