

SOURCE	Distn		
EFF.	94	01	01
TERM.	96	12	31
No. OF EMPLOYEES	350		
NOMBRE D'EMPLOYÉS	JN		

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER

AND

THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION

\*

1994 JANUARY 01 TO 1996 DECEMBER 31

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THIS AGREEMENT made the first day of January, ONE THOUSAND NINE HUNDRED AND NINETY FOUR (1994)

BETWEEN:

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

of the First Part

AND:

THE WEST VANCOUVER MUNICIPAL EMPLOYEES'  
ASSOCIATION

(hereinafter called "The Association")

of the Second Part

1. WHEREAS the Municipality approves and recognizes the Association as the sole bargaining agency on behalf of all its members, excepting those Employees excluded under the Labour Relations Code of British Columbia, and excepting those certified under other bargaining units certified under said Code.

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

2. \_\_\_\_\_
  - (a) This Agreement shall be effective for a three (3) year period from 1994 January 01 to and including 1996 December 31, and shall remain in full force and effect from year to year thereafter unless written notice of intent to terminate or amend the Agreement is given by either party in accordance with the time limits outlined in the Labour Relations Code of British Columbia.
  - (b) It is agreed that Section 50(2) and (3) of the Labour Relations Code of British Columbia shall be specifically excluded from and shall not apply to this Collective Agreement.
  - (c) If no agreement is reached at the expiration of this Agreement and negotiations are continued, this Agreement shall remain in force up to the time an Agreement is reached or until negotiations are discontinued by either party.

3. ASSOCIATION SECURITY

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

*[THIS SPACE IS INTENTIONALLY LEFT BLANK]*

4. EMPLOYEE DEFINITIONS

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

(i) A Permanent Full-time Employee is **an** Employee who is employed on a full time basis of thirty-five (35), thirty-seven and one half (37-1/2) or forty (40) hours per week for an indefinite period of time and who has completed six (6) months of satisfactory service in any established position, which is designated as having a six (6) month probation period, or who has completed twelve (12) months of satisfactory service in any established position which is designated as having a twelve (12) month probation period and Temporary Employees who have completed twelve (12) months of satisfactory continuous service but shall not include Permanent Part-time and Casual Employees.

Effective 1995 March 28, the probation period for Permanent Full-time Employees shall be twelve (12) months of service in an established position except for the established positions shown in Schedule "B", paragraph (g) and Schedule "C", paragraph (b), all of which have six (6) month probation periods.

(ii) A Permanent Part-time Employee is **an** Employee who is employed on a regular schedule of weekly hours which are less than those hours shown in (i) above but which are one of the following:

(a) Twenty (20) hours or more per week for a classification established as being a thirty-five (35) hour per week position, or

(b) Twenty one and one half (21-1/2) hours or more per week for a classification established as a thirty-seven and one half (37-1/2) hour per week position, or

(c) Twenty-three (23) hours or more per week for a classification established as a forty (40) hour per week position

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

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

- (iii) All Employees other than Permanent Full-time or Permanent Part-time shall be subject to dismissal on one (1) days' notice.
- (iv) When an Employee becomes a Permanent Full-time or Permanent Part-time Employee, the initial date of qualifying employment shall be considered to be the anniversary date of the Employee for purposes of establishing perquisites and seniority of position.
- (v) Effective 1991 May 28: Where an Employee moves from Permanent Part-time status to Permanent Full-time status in the same position, in the same department, the Employee shall be given credit for the time served as a probationary Employee in the Permanent Part-time position as follows:
  - (a) If completed the full probation period for the Permanent Part-time position: Fifty percent (50%) of the probation period for the Permanent Full-time position shall be served.
  - (b) If completed a portion of the probation period is completed for the Permanent Part-time position: The probation period for the Permanent Full-time position will be reduced by the equivalent time served as a probationary Employee in the Permanent Part-time position, but in no case shall this probation period be less than fifty percent (50%) of the probation for the Permanent Full-time position.

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

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

(c) "Gender"

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

5. REMUNERATION

- (i) The scales of remuneration set out in Schedules "A", "B", "C" AND "D" shall apply as specified during the term of this Agreement.
- (ii) Salaries listed in Schedules "A", "C" and "D" are shown in monthly, bi-weekly and hourly rates of pay.
- (iii) Bi-weekly rates of pay are calculated from monthly salaries in accordance with the formula:

$$\frac{\text{Monthly rate x 12 months}}{\text{divided by 26.089}}$$

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

$$\frac{\text{Bi-weekly salary}}{\text{divided by the number of hours worked per pay period}}$$

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

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

6. FILLING VACANCIES

- (a) Except as shown in Section 14(c)(viii), Recall, the Municipality agrees that before filling any position which has become vacant, and all new positions being created, or Temporary positions becoming Permanent, notice of such vacancy shall be posted in a conspicuous place in the Municipal Hall and in such other places as may be agreed upon for seven (7) consecutive calendar days before such vacancy is filled. It is further agreed that the Municipality will forward a copy of all postings relative to this section to the Business Agent of the Association.
- (b) The following wording will be added to all bargaining unit postings:  
  
"This posting does not list all the duties of the position, nor does it fully detail the required skills, knowledges and abilities, licences and certificates required of candidates. For details please refer to the class specification which is available for inspection in the Personnel Department."

7. STUDENT EMPLOYMENT

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

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

8. \_\_\_\_\_

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

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

All Permanent Full-time Employees shall be included in the Municipal Extended Health Benefit Plan. The Plan shall include the Vision Care Option to cover all eligible Employees. The Option will provide a maximum claimable benefit of Two Hundred Dollars (\$200.00) per claimant claimable over a 24 consecutive month period, subject to the provisions of the Plan. The Municipality agrees to share with the Employee the cost of all participating in the Extended Health Benefit Plan. The Municipality's share shall be sixty percent (60%) and the Employee's share shall be forty percent (40%).



(d) BC Medical Plan:

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

(e) Group Life Insurance:

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

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

Schedule of Insurance Coverage

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

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

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

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

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

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

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

(f) Group Income Continuance:

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

(g) Dental Plan:

(i) All Permanent Full-time Employees shall be included in the Municipal Dental Plan.

(ii) The Dental Plan will provide:

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

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

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

(h) Superannuation:

(i) Compulsory enrollment is required when a Permanent Employee who is age eighteen (18) or older reaches the earlier of

A. The date on which the Employee's probation period is successfully completed, or

B. The date on which the Employee completes twelve (12) months of continuous employment in a Permanent position.

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

This benefit shall be subject to the following conditions;

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

(i) Retirement:

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

(j) Sick Leave Plan:

- (i) After three (3) completed calendar months continuous service, Probationary Full-time and Permanent Full-time Employees shall be granted Sick Leave with pay on the basis of one and two thirds (1-2/3) days per month (maximum Twenty (20) days per calendar year), cumulative to a maximum of Two Hundred and Eighty (280) working days, retroactive to the first calendar month of employment. Effective 1995 March 28, where continuance and/or cumulative absences occur as outlined in A, B, and C below, Annual Sick Leave credits in the following year shall be pro-rated and reduced as follows:

- A. Up to twenty (20) continuous working days of absence due to Sick Leave between January 1st and December 31st will not result in any reduction of Sick Leave credits.
- B. Twenty-one (21) continuous working days of Sick Leave or more, between January 1st and December 31st will result the pro-rating of Sick Leave Credits according to the following formula:

$$\frac{\text{No. of Continuous Working Days Absence}}{261 \text{ working days}} \times 20 \text{ day}$$

- C. Cumulative absences of forty (40) working days or more on Workers' Compensation Leave and/or Sick Leave between January 1st and December 31st will result the pro-rating of Sick Leave Credits according to the following formula:

$$\frac{\text{No. of Cumulative Working Days Absence}}{261 \text{ working days}} \times 20 \text{ days}$$

- (ii) Each Employee eligible shall be credited with ten percent (10%) of their accumulated Sick Leave as at 31 December, 1967, at their 31 December 1974 rate of pay. Such credits may be taken on retirement or on leaving the service of the Municipality after Ten (10) years of service.
- (iii) A medical certificate may be required as proof of sickness.
- (iv) A. In Workers' Compensation cases the time not paid by the Board shall be treated as sickness and the loss of salary paid by the Municipality from the Employee's sick leave bank, but only to the extent that sick leave credits remain in the Employee's sick leave bank. Deductions from an Employee's sick leave bank referred to in this sub-section shall not result in a deduction from the Employee's gratuity allowance.
  - B. (i) While an Employee is absent on Workers' Compensation Wage Loss Benefits the wage loss cheque from the WCB shall be forwarded to the Municipality and the Employee will continue to be in receipt of a pay cheque from the Municipality.

(ii) While in receipt of Workers' Compensation Wage Loss Benefits the Employee's salary or wages for the period of wage loss will be the figure which the WCB calculates as being the value of the wage loss benefit. From this figure all normal deductions will be taken except for those deductions such as Income Tax, Canada Pension Plan and Unemployment Insurance which presently are not deductible from WCB Wage Loss Benefits, and any other deductions which in the future may become non-deductible from WCB Wage Loss Benefits. After these deductions are made the Employee receives the balance.

(v) Subrogation Provision:

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

B. Failure to comply with this Section shall result in the Employee being obligated to pay back to the Municipality the full amount of the Sick Leave benefits (including fringe benefit costs) paid to the Employee while absent as a result of the sickness or injury precipitating the third party claim.

(k) Gratuity Plan:

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

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

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

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

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

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

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

$$\frac{\text{Gratuity days withdrawn} \times \text{Annual Salary}}{261}$$

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

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

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

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

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

(m) Past Service Recognition Plan:

- (a) The Past Service Recognition Plan (PSRP.) shall apply only to Permanent Employees hired on or before 1987 December 31, and Temporary Employees hired on or before 1987 December 31 who, during 1988, become Permanent Employees but with no break in service between Temporary and permanent employment.
- (b) The plan shall not apply to any Employees hired on or after 1988 January 01.
- (c) The Service Pay Plan is eliminated as of 1988 January 01.
- (d) PSRP pay shall be paid to all eligible Permanent Full-time Employees on the basis of the greater of sixty dollars (\$60.00) or one half day's pay at their December 31st regular rate of pay, for each five (5) year period of service. All eligible Employees shall receive PSRP pay in a lump sum payment in the first pay of December each year. Eligible Permanent Part-time Employees shall qualify for a pro-rated PSRP benefit on the same basis as eligible Permanent Full-time Employees.
- (e) PSRP pay shall be pro-rated in cases where an Employee, during a calendar year completes a five (5) year period of service, for example, moves up from five (5) years to ten (10) years increment.

9. LEAVE OF ABSENCE

(a) General Leave:

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

(b) Compassionate Leave:

- (i) Any Permanent Full-time Employee and Temporary Full-time Employee who has completed six (6) months of employment, may be granted compassionate leave without loss of pay for a period not to exceed three (3) working days in the following events:
  - A. in the case of the death of the Employee's wife, husband, child, ward, brother, sister, parent, guardian or common-law spouse;

- B. in the case of the death of any other relative if living in the Employee's household; or
  - C. in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or a grandparent of the Employee.
- (ii) Any Employee who qualified for Compassionate leave without loss of pay under Section 9(b)(i) herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the areas included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
  - (iii) Requests for leave under Sections 9(b)(i) and 9(b)(ii) herein shall be submitted to the Employee's Department Head who will determine and approve the number of days required in each case.
  - (iv) An Employee who qualified for compassionate leave without loss of pay under Section 9(b)(i) herein may be granted such leave when on annual vacation if approved by their Department Head. An Employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such compassionate leave without loss of pay.
  - (v) Upon application to, and upon receiving the permission of the Department Head, an Employee may be granted leave of up to one-half (1/2) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Section 9(b)(i).
- (c) Maternity Leave:
- (i) A pregnant Employee who elects to request Maternity Leave shall provide the Department Head with a medical certificate from a duly qualified medical practitioner stating the estimated date of birth. Such Certificate shall be provided not later than three (3) months prior to the estimated date of birth. Medical certificates are available from the Personnel Department.
  - (ii) In normal circumstances a pregnant Employee shall terminate her employment or proceed on Maternity Leave two (2) months before the expected date of birth.



- (iii) An Employee who desires to work during the last two (2) months of pregnancy may be permitted to do so if their attending physician and the Municipal physician agree that the health of the Employee will not be adversely affected. In such case the Employee shall work under such conditions and for such period as shall be specified by the Municipal physician.
- (iv) No Employee shall be permitted to work during the six (6) weeks following the date of birth.
- (v) An Employee who has been granted Maternity Leave shall notify her Department Head at least four (4) weeks before she intend to return to work.
- (vi) A pregnant Employee shall be entitled to Maternity Leave, without pay, from the date of separation from employment, but not for more than a maximum period of six (6) months of the date of commencement of Maternity Leave.
- (vii) A pregnant Employee who has been granted Maternity Leave and fails to contact the Department Head within five (5) months from the commencement of Maternity Leave, so that mutually convenient arrangements may be made for her return to employment. shall be considered to have permanently separated from employment.
- (viii) Effective 1995 March 28, benefits shall continue uninterrupted for a maximum period of twenty (20) week's Maternity Leave (or for an additional period of up to six (6) weeks if the Employee is certified to be unable to return to work for medical reasons related to the pregnancy) (not to exceed an aggregate maximum of twenty-six (26) weeks) PROVIDED THAT the Employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period. An Employee who is absent on Maternity Leave for a period longer than twenty (20) weeks (and/or the additional six (6) weeks referenced above) and who wishes to continue benefit coverage shall prepay to the employer the total cost of premiums for benefits to which the Employee is entitled for the additional period of leave.
- (ix) An Employee on Maternity Leave shall not be entitled to Sick Leave for any incapacity and disability arising from a normal delivery and subsequent convalescence.

- (x) Subject to paragraph (ix), an Employee on Maternity Leave shall be entitled to be paid Sick Leave benefits for any incapacitating illness, whether or not such illness is related to the pregnancy, provided that the Employee has sufficient Sick Leave credits, and produces to the Director of Personnel Services a Municipal medical certificate duly completed by their attending physician. Notwithstanding provisions of paragraph (vi) such Sick Leave with or without pay will not be charged against the Maternity Leave.
- (xi) On resuming employment an Employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments, benefits, and vacation entitlement (but not for statutory holidays or sick leave), maternity leave will be counted as service. Vacation pay will be prorated by the period of the leave and an Employee may elect not to take that portion of their vacation which is unpaid.

(d) Parental Leave:

Effective 1995 March 28, Parental Leave shall be granted in accordance with the British Columbia Employment Standards Act.

(e) Combined Maternity Leave and Parental Leave:

Effective 1995 March 28, the maximum combined period of leave for an Employee on Maternity leave and Parental Leave shall be thirty-two (32) weeks.

(f) Adoption Leave:

- (i) Adoption Leave without pay may, upon application, be granted to females and single males under the following conditions:

- A. Adoption of a child from birth to age Five (5), inclusive.
- B. Adoption of a child older than age Five (5), but no older than an age when eligible for school attendance.

- (ii) -Effective 1995 March 28, Adoption Leave without pay may, upon application, be granted to Employees under the following conditions:

- A. Adoption of a child from birth to age Five (5), inclusive.
- B. Adoption of a child older than age Five (5), but no older than an age when eligible for school attendance.

(iii) In addition, arrangements for leave without pay may be extended to cover off-school hours for Employees who adopt a child who is of school attending age.

(iv) In no case will a leave of absence for the purpose of adoption be extended beyond a six (6) continuous calendar month period.

(g) Seniority While on Leave:

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

10. JURY DUTY

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

11. VACATIONS

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

Paid annual vacations for all Permanent Employees shall be as follows:

(a) Regular Vacation:

(i) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the "Employment Standards Act".

(ii) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of fifteen (15) working days for each month or portion of a month greater than one-half (1/2) worked by June 30.

(iii) During the first (1st) full calendar year of service up to and including the seventh (7th) calendar year of service - fifteen (15) working days.

(iv) During the eighth (8th) calendar year of service and the ninth (9th) calendar year of service, the vacation shall be seventeen (17) and eighteen (18) working days respectively.

- (v) During the tenth (10th) calendar year of service up to and including the seventeenth (17th) calendar year of service - twenty (20) working days.
- (vi) During the eighteenth (18th) calendar year of service up to and including the twenty-fifth (25th) calendar year of service - twenty-five (25) working days.
- (vii) During the twenty-sixth (26th) calendar year of service and all subsequent years of service - thirty (30) working days.

(b) Supplementary Vacation:

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

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

(c) Vacation Entitlement upon Retirement or Termination:

- (i) Employees leaving the Municipality due to retirement on Superannuation shall be entitled to vacation entitlement as follows:

leaving between July 01 and September 30, one-half (1/2) of the full vacation entitlement;

leaving between October 01 and June 30, full vacation entitlement.

- (ii) All other Employees upon terminating their employment shall in their year of termination continue to receive entitlement pro-rated in accordance with the number of months worked in that year.

(d) Early Retirement:

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

(e) Vacations shall be as outlined in 11(a) and (b) above PROVIDED THAT:

- (i) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month or portion of a month greater than one half (1/2) worked to the date of termination.
- (ii) Except as provided in Schedule "E", Supplementary Vacation, Employees who have completed five (5) calendar years of service may carry over ten (10) working days of regular vacation to the next following year, to be used in that year, provided that no less than ten (10) working days of regular vacation is taken in the current year. Such carry-over is subject to the approval of the Employee's Department Head. Vacation carry-over shall be taken in accordance with the requirements shown in 11(e)(iii) and 11(e)(iv).
- (iii) An Employee qualifying for and intending to carry over regular vacation shall notify their Department Head by November 30 of the year in which the vacation was earned. Extenuating circumstances excepted.
- (iv) An Employee qualifying for and intending to carry over supplementary vacation from one year to the next year, and subject to Schedule "E" (ii),(iii) and (iv) shall notify their Department Head by November 30 of the current year.

- (v) All vacation entitlement is to be taken by December 31st of the year in which the vacation was earned, excepting vacation carried over which has to be taken by December 31st of the year the vacation was carried over to and further excepting supplementary vacation carried over in accordance with Schedule "E." Extenuating circumstances excepted.
- (vi) In all cases of termination of service for any reason, adjustment will be made for any over-payment of vacation.
- (vii) Annual Vacation credits in the following year shall be pro-rated and reduced as follows:
  - A. Up to seventy-nine (79) cumulative working days of absence on Workers' Compensation Leave and/or Sick Leave between July 1st and the next following June 30th will not result in any reduction of Vacation entitlement.
  - B. Cumulative absences of eighty (80) working days or more on Workers' Compensation Leave and/or Sick Leave between July 1st and the next following June 30th will result the pro-rating of Vacation Credits according to the following formula:  
$$\frac{\text{No. of Cumulative Working Days Absence}}{261 \text{ working days}} \times \text{No. Days Vacation Entitlement}$$
  - C. Under no circumstances shall Vacation entitlement arising from the exercise of 11(e)(vii) B be reduced below fifteen (15) working days of Vacation entitlement.
- (viii) All of the said vacation periods shall be exclusive of Saturdays, Sundays and Holidays. All service shall be calculated as of June 30th of each year.
- (ix) Entitlement in working days is based upon a five (5) day work week.
- (x) "Calendar Year" for the purpose of earning vacation credits shall be July 1st to the next following June 30th.
- (xi) "Calendar Year" for the purpose of taking vacation time off shall be January 1st to the next following December 31st.

## 12. PUBLIC HOLIDAYS

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

(a) Entitlement:

(i) Permanent Employees shall qualify for pay on the public holidays shown in 12 (a)(ii) commencing with the first such public holiday following their date of employment.

(ii) A holiday with pay shall be given to Employees qualified as outlined in Section 12 (a)(i) on the following public holidays:

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

(iii) All Permanent Parks and Recreation and Transportation Employees who are required to work on a statutory holiday because of the continuous nature of the work shall be paid at straight time at their regular rate of pay for the hours worked on such holidays and shall be entitled to either an additional payment at one and one half (1-1/2) times their regular rate of pay for the hours worked that day, OR be given time off equal to one and one half (1-1/2) times the hours worked.

(iv) The Statutory Holiday premium of time and one half (1-1/2) referred to in subsection 12(a)(iii) is for the Employee's regular scheduled hours worked on the Statutory Holiday. Overtime hours are worked after the Employee's regular scheduled hours are completed and are paid at time and one-half (1-1/2) and double (2) the Employee's regular straight time rate, according to Section 15(b) of this Agreement.

(v) Employees shall be paid for Statutory Holidays providing the Employee has worked, or is on annual vacation or leave of absence with pay, on the working day immediately prior to and the working day immediately following the holiday.

(b) Statutory Holidays Occurring on Week-ends:

- (i) Statutory holidays occurring on week-ends shall be observed as follows:
  - 1. Where a Statutory Holiday occurs on a Saturday, it shall be observed on the next following Monday.
  - 2. Where a Statutory Holiday occurs on a Sunday, it shall be observed on the next following Monday.
  - 3. Where two (2) Statutory Holidays occur on two (2) consecutive days, being Saturday **and** Sunday, they shall be observed on the next following Monday and Tuesday.
  - 4. Where two (2) Statutory Holidays occur on two (2) consecutive days being Sunday and Monday, the Sunday holiday shall be observed on the next following Tuesday.
- (ii) Whenever a statutory holiday falls on a Saturday or a Sunday and is observed on a week-day, that week-day shall be treated as the statutory holiday for purposes of attracting premium rates for Employees whose duties normally require them to work on that day, and work performed on the Saturday and Sunday shall not attract premium rates.

13. SENIORITY

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

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

14. LAY-OFF. BUMPING. RECALL AND COMPENSATION

(a) Layoff and Recall:

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



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

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

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

"Department" means Municipal Hall Departments (including Fire Department, Transportation Department, Recreation Department) and Parks and Public Works Departments;

"Eligible Lateral Position" means a position for which an Employee is qualified, requiring the same or similar qualifications, performance of the same or similar duties and responsibilities, and at the same pay level;

"Eligible Lower Position" means a position for which **an** Employee is qualified, at a lower pay level;

"Laid Off Employee" means an affected Employee who ceases work as a result of a layoff;

"Layoff" means a reduction of the work force for an indefinite period of time;

"Other Employment" means work of a Temporary, Casual or Part-time nature that may be made available by the Municipality to laid off Employees and does not constitute a recall as herein defined, nor does it qualify a laid off Employee for seniority accumulation.

"Pay Level" means the salary range or rate of pay of a classification as provided in the pay schedule of this Collective Agreement, and where necessary, mid-points/hourly rates shall be used for comparison;

"Position Status" means the designation of a position as Permanent Full-time, or Permanent Part-time;

"Qualified" means having the skills, knowledge and abilities, and the capability of assuming future responsibilities as evaluated by the Municipality and the requisite trades qualifications to perform the duties and fulfill the responsibilities of a position, and "qualifications" has a similar meaning;

"Recall" means the return of a laid off Employee, as a Permanent Full-time or Permanent Part-time incumbent, to an affected position having a position status identical to that held prior to the layoff and at a pay level equal to or lower than the Employee's previous classification; "recall" also means the return of a laid off Permanent Full-time incumbent to a Permanent Part-time position, but not vice versa;

"Report to Work" means on the job at the appointed time and able to perform the work assigned. "Reporting to work" has a similar meaning;

"Seniority" means length of continuous employment in a Department since the last date of hire with the Municipality for Permanent Full-time Employees and hours worked in a Department since last date of hire with the Municipality for Permanent Part-time Employees; "length of continuous employment" does not include hours worked classed as overtime;

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

"Work Force" means Permanent Full-time Employees and Permanent Part-time Employees who have successfully completed the probation period in a Department, it being understood that Temporary Employees, Casual Employees and Probationary Employees shall be eliminated before a layoff occurs in that classification.

(b) Layoffs:

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

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

(i) Subject to 14(b)(iv)C:

- A. The Municipality shall notify the Association advising it of the redundant position(s) within each Department, the pattern of bumping and the name(s) of affected Employees. Such notice shall be written and shall also be given individually in writing to the affected Employees.
- B. The notice shall be given to both the Association and the affected Employee(s) at the end of the Employee's last shift of their current work week. The Employee and the Association shall both have two (2) working days in which to respond to the Municipality's notice.

- (ii) The bumping pattern shall be based on the principle that the Employee will first bump within their own Department as defined in (a). If the Employee's seniority and qualifications are insufficient to accommodate bumping within the Department as defined then the Employee will be assigned to bump within another Department in which the Employee has seniority and qualifications to perform the work.
- (iii) The pattern of bumping shall be established by the Municipality in accordance with the principle that an affected Employee shall bump the Employee with the least seniority in an eligible lateral position or an eligible lower position, provided the affected Employee is qualified for that position and possesses greater seniority than the incumbent.
- (iv)
  - A. The Municipality shall notify all affected Employees, advising them of their re-assignment within the bumping pattern as detailed in (b)(i) B above; affected Employees shall have two (2) working days from receipt of the notice to advise the Municipality in writing of their rejection of the bumping assignment.
  - B. If an Employee who has been advised of their bumping assignment as per A above does not accept such assignment, that Employee is to advise the Municipality in writing within the two (2) working days as specified above of their reasons why such a bump should not occur. Such reasons shall include an alternative bumping suggestion. The Municipality shall reply to the Employee within one (1) working day of receipt of their written suggestion either agreeing to their suggested alternative or confirming the original bumping pattern. The Employee's response to this (i.e. accept the bump as originally advised or be laid off) is to be immediately given to the Municipality.
  - C. Notwithstanding 14(b)(i)B Employees who are to be bumped as a result of the Municipality's acceptance of the alternative proposed in 14(b)(iv)B above shall be notified at the earliest opportunity of either bumping assignment or layoff and, if bumping applicable, shall then be governed by the procedure outlined in 14(b)(iv)B above. The Association will also receive written advice of such bumping assignment or layoff.

- D. Process (iv)A above shall take no longer than two (2) working days; process (iv)A plus (iv)B shall take no longer than three (3) working days. Under no circumstances will the process outlined take more than two (2) working days for (iv)A or two (2) working days plus a further one (1) working day for (iv)A plus (iv)B, i.e., three (3) working days. Working days are calculated commencing with the receipt by the Employee of the Municipality's original notice of bumping assignment.
- (v) Affected Employees who because of qualifications or seniority cannot be re-assigned within the bumping pattern, or who opt not to bump pursuant to paragraph (b)(iv), shall be given at least ten (10) working days written notice (or pay in lieu of notice or combination of both) advising them of their effective date of layoff.
  - (vi) Affected Employees who bump into **an** eligible position, either lateral or lower, as defined herein, shall be placed on the new pay level at or below that of their former position.
  - (vii) Benefits for laid off Employees shall cease on the effective date of layoff with the exception of medical, extended health and dental, which shall be discontinued effective the end of the month in which the effective date of layoff occurs.
  - (viii) At least five (5) working days prior to their effective date of layoff (or within five (5) days following notification, if payment in lieu of notice is given), Employees will be required to elect in writing to avail themselves of the procedures set forth under paragraph (c) Recall OR paragraph (d) Compensation. If **an** Employee fails to make such election within the five (5) days the Employee shall be deemed to have elected (d) Compensation.
  - (ix) Seniority shall cease to accumulate effective with the date the Employee is laid off.
- (c) Recall:

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

- (i) Laid off Employees shall be eligible for recall for a period of twelve (12) months following their effective date of layoff.
- (ii) The Municipality shall make every reasonable attempt to contact and recall laid off Employees in order of seniority, subject to their qualifications.

- (iii) The Municipality shall specify the time when a laid off Employee shall return to work. A laid off Employee who has accepted the Municipality's recall but who does not report to work within forty-eight (48) hours of recall or who refuses such a recall shall be treated as follows:
- A. If failure to report to work within forty-eight (48) hours of the recall is the Employee's first failure to report to work for a recall, then the Employee shall be moved to the bottom of the eligibility list, however, if this is not the Employee's first failure to report following recall, i.e., there has been one previous failure to report on the Employee's part then the Employee shall no longer be eligible for recall and shall be deemed terminated.
  - B. Effective 1994 January 01 to 1995 March 27, if the Employee refuses a recall then the Employee shall no longer be eligible for recall and shall be deemed terminated.  
  
Effective 1995 March 28:
    - 1. If a laid off Permanent Full-time Employee refuses a recall to Permanent Full-time employment, then the Employee shall no longer be eligible for recall and shall be deemed to be terminated. The same also applies to a laid off Permanent Part-time Employee who refuses a recall to Permanent Part-time employment.
    - 2. A laid off Permanent Full-time Employee shall have the right to refuse a recall to Non-permanent Full-time employment without losing their position on the Municipality's Recall List.
    - 3. A laid off Permanent Part-time Employee shall have the right to refuse a recall to Non-Permanent Part-time employment without losing their position on the Municipality's Recall List.
- (iv) The Municipality may extend the time limits in (c)(iii) above where extenuating circumstances exist.
- (v) Benefits for Employees who are recalled shall be reinstated effective the first day of the month following recall, provided the eligibility period has been met. Service related benefits shall be pro-rated by the period of layoff. Seniority commences accumulating from the Employee's first working day following recall.

(vi) Laid off Employees shall be deemed terminated upon the earliest of:

- failure to report to work for a recall pursuant to paragraph (c)(iii)A;
- refusal of recall pursuant to paragraph (c)(iii)B; or
- failure to be recalled within twelve (12) months of layoff

PROVIDED THAT an Employee shall not be deemed terminated pursuant to this paragraph while working at other employment as defined herein.

- (vii) No new Permanent Employees shall be hired while qualified Employees are eligible for recall and are available for work.
- (viii) Affected positions shall not be posted while qualified Employees are eligible for recall.
- (ix) A laid off Employee's acceptance or refusal of other employment as defined herein shall not affect recall rights under this section.
- (x) Permanent Full-time and Permanent Part-time Employees who are recalled shall commence accumulating seniority from the date they return to work. Such seniority shall be added to seniority they had accumulated to the date of their layoff.
- (xi) In administering the procedures in this paragraph (c) Recall, the Municipality shall, so far as is reasonably possible, attempt to reverse the layoff/bumping pattern of affected Employees.

(d) Compensation:

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

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

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

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

- (ii) Laid off Employees shall be entitled to two (2) week's pay for between six (6) months and two (2) years of continuous service, and one (1) additional week's pay for each continuous year of service thereafter, subject to a total maximum of eight (8) weeks pay.
- (iii) Employees who elect or are deemed to have elected compensation pursuant to paragraph (b)(vii) shall be considered terminated on the effective date of layoff.

(e) Reduction of Workforce:

In the event of a reduction in the 'workforce' as defined in Section 14(a) for a definite and limited period of time not to exceed twenty-eight (28) calendar days, the Municipality may temporarily lay off Employees and re-allocate the remaining work without regard to seniority provided the following principles are applied:

- A. Employees who are not laid off shall retain their current rate of pay during the period of temporary layoff;
- B. Benefits for laid off Employees shall cease during the period of temporary layoff EXCEPT FOR medical, extended health, dental, group life insurance and group income continuance, which shall not be affected; however, premiums required to provide such benefits will be paid fully by the Employee for the period of temporary layoff; service related benefits including vacations, service pay, service pay increments and salary and wage increments shall be prorated by the period of temporary layoff; however, seniority shall not be accumulated.
- C.
  - (i) Laid off Employees shall be recalled to their former positions. as those positions are re-established during the period of temporary layoff.
  - (ii) If, during the period of temporary layoff, the Municipality determines that the layoff will exceed twenty-eight (28) calendar days, or if all laid off Employees are not recalled within twenty-eight (28)-days, then the Municipality shall apply the provisions of Section 14(a), (b), (c) and (d).

(f) Weather Conditions and Emergency Suspensions of Work:

- (i) In all cases of potential layoff due to weather conditions, every effort shall be made to share the remaining work amongst all the Employees in the Department affected prior to steps being taken to activate a layoff.

- (ii) Except in cases of emergency (as determined by the Municipality), when layoffs occur as a result of weather conditions, no Employee will work overtime if such work can be performed by an Employee who has been laid off under this sub-section 14(f).
- (iii) Notwithstanding any other provisions of this Agreement, in cases of inclement weather, strikes, lock-outs or other circumstances beyond the control of the Municipality, the Municipality may temporarily suspend work without notice.

15. WORKING CONDITIONS

(a) Hours of Work:

- (i) The normal hours of work for outside Employees shall be from 7:30 a.m. to 4:00 p.m. or 8:00 a.m. to 4:30 p.m. with one half (1/2) hour allowed for lunch. Two rest periods of ten (10) minutes each will normally be allowed to each Employee during their working shift. The regular work week shall be from Monday to Friday inclusive subject to exceptions made by the Municipality with the concurrence of the Association. Present exceptions include the Sweeper Operator whose hours of work for Monday, Tuesday and Friday shall be established within a range of 5:30 a.m. to 3:00 p.m. and Wednesday, Thursday 7:30 a.m. to 4:00 p.m. and further includes those Employees employed at the Recreation Centre, Ice Arena, Eagle Harbour Community Centre, Cemetery, Parks, Golf Courses, Beaches and Pools, where an eight and one-half (8-1/2) hour five (5) day week applies from which two ten (10) minute rest periods and a one-half (1/2) hour lunch period per day are allowed.
- (ii) The normal hours of work for inside Employees shall be from 8:30 a.m. to 4:30 p.m. one (1) hour shall be allowed for lunch and two ten (10) minute rest periods each day. The regular work week shall be from Monday to Friday inclusive. Exceptions may be made by the Municipality with the concurrence of the Association. Present exceptions include:
  - A. Recreation Centre, Ice Arena and Aquatic Centre Employees where an eight (8) hour five (5) day working week applies from which two ten (10) minute rest periods and one (1), one (1) hour lunch period per day are allowed. Hours of work for the Recreation Department shall be from 9:00 a.m. to 7:00 p.m. daily during which the hours worked by a Recreation Department Employee shall not be spread over more than a ten (10) hour period.



- B. Transit office where a seven and one-half (7-1/2) hour five (5) day working week applies from which two ten (10) minute rest periods and one (1), one-half (1/2) hour lunch period are allowed. Hours of work for the Transit Office shall be from 8:00 a.m. to 4:00 p.m. daily.
- C. Garage Works Yard: see Appendix 11 attached to and forming **part** of this Collective Agreement.

(b) Overtime:

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

- (i) Overtime will be defined in the case of Permanent Full-time and Temporary Full-time Employees as:
  - (a) time worked immediately following an Employee's regular shift;
  - (b) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, time worked immediately preceding an Employee's regular shift; or
  - (c) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, time worked at any other time.
- (ii) Overtime will be paid at:
  - Time and one-half (1-1/2X)  
  
for the first two (2) hours of overtime on any regular working day if worked immediately preceding or immediately following an Employee's regular shift;
  - Double Time (2X)  
  
for all overtime beyond two (2) hours on any regular working day if worked immediately preceding or immediately following an Employee's regular shift;
  - Double Time (2X)  
  
for all overtime worked at any other time than immediately preceding or immediately following an Employee's regular shift.

(iii) Emergency Conditions

- A. Notwithstanding any other Section in this Agreement, when, because of emergency conditions caused by snow, ice, flooding, wind, fire, earthquake or other like circumstances, shifts are required to be created, shift hours out of normal work hours shall be compensated at straight time with a differential equal to three and one half percent (3-1/2%) of the Employee's hourly rate. This would be paid from the start of the shift to the end of that shift. If no shifts have been created and Employees are called upon to work due to the emergency conditions stated above at any time, other than normal work hours, the overtime rates shown above will apply.
- B. Shift differential sub-section (i) shown on Schedule "C" of this Agreement shall not apply to this sub-section.
- C. It is understood that where a "watch" shift is required following an emergency for which shifts have been created, such shifts may be continued to facilitate such an emergency watch. It is also understood that shifts shall not be created for the sole purpose of emergency watch.
- D. With regard to emergency conditions caused by snow, ice, flood, wind, fire, earthquake or other like circumstances:
  - 1. when shifts are required to be created, twenty-four (24) hours notice will be given to the crews involved.
  - 2. Any work due to the stated emergency conditions within the twenty-four (24) hour period of notice, but outside normal hours of work, will be paid at overtime rates.
  - 3. After the expiry of the twenty-four (24) hour period of notice any work performed on a specially created shift to deal with emergency conditions will be paid at straight time with a shift differential, as per the Collective Agreement.
  - 4. Where Supervisors are not able to give a member or members of a crew the required twenty-four (24) hours' notice, but the majority of that crew has been given the required notice, the notice is considered to have been given to the entire crew.

5. Any time worked in excess of eight (8) hours per shift, or forty (40) hours in a work week will be paid at overtime rates as per the Collective Agreement.

- (c) (i) Call-out is to be defined in the case of Permanent Full-time and Temporary Full-time Employees as being called back to work at any time following the completion of an Employee's regular shift except when pre-scheduled by notice provided prior to the end of the Employee's previous regular shift.
- (ii) A. Call-out pay and travel time shall be at double time.
- B. Call-out payment time shall commence when the Employee, including an Employee on stand-by who is called out, arrives at the Municipal Yard or the job site, whichever occurs first, and shall be based on the hours actually worked, with a minimum payment of three (3) hours.
- C. Call-out payment shall include a one (1) hour payment for travel time. This one (1) hour payment shall be added to the time actually worked, unless the time actually worked is two (2) hours, or less, in which case the one (1) hour for travel time shall be included as part of the three (3) hour minimum. For call-out time worked which is in excess of two (2) hours, the Employee shall be paid for the time actually worked, plus one (1) hour's payment for travel time. (The minimum includes one (1) hour for travelling time.)
- D. If additional calls are made upon the Employee prior to the expiry of the minimum three (3) hour period or prior to their arrival home. whichever last occurs, such additional calls shall not attract an additional three (3) hours minimum. but the Employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for travelling time to and from home. If two (2) separate call-outs are completed within a three (3) hour period, the minimum payment shall be four (4) hours at double time. (The minimum includes two (2) hours travelling time.)
- E. A call-out ceases when work at the job-site or Municipal Yard is complete. subject to sub-section 15(c)(i)(C), except for the purpose of a further call-out as described in 15(c)(i)(D).

F. An Employee called-out, who does not have a Municipal vehicle but who uses their own vehicle to travel to and from the job site or the Municipal Yard in response to the call-out, shall receive a mileage allowance. The mileage allowance shall be the distance travelled from the Employee's home to the reporting point (Municipal Yard or job site) by the most direct route and return, multiplied by the casual vehicle allowance rate in effect at that time, to a maximum payment of twenty dollars (\$20.00). If the Employee, by having to use public transit or a cab to respond to the call-out, incurs direct expenses for bus fare or cab fare, shall be reimbursed the actual amount incurred to a maximum of twenty dollars (\$20.00). If a second call-out occurs within the three (3) hour minimum period detailed in 15(c)(ii)(D), and provided the Employee has not reached home, no second mileage allowance payment shall be made. The mileage allowance payable to an Employee shall be recorded on a "Mileage Allowance Master List" maintained by the Employer. The mileage allowance shall be paid to an Employee on their pay cheque, based on call-out information reported to the Employer.

(d) Meal breaks shall be provided as follows:

(i) During Overtime

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

(ii) During Call-outs and Pre-scheduled Overtime

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

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

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

(iv) For each meal break given to an Employee under this Section 15(d)(i), (ii) or (iii) the Employee shall be paid the one-half (1/2) hour at double the Employee's regular rate of pay.

(v) Where by reason of an emergency it is not feasible to give a meal break at the designated time under this Section 15(d)(a)(i), (ii) or (iii), it shall be taken as soon as practicable and in addition the Municipality shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the Employee would have been otherwise entitled to a paid meal break. The supplying of nourishment by the Municipality does not disqualify the Employee from receiving the appropriate meal allowance under Section 15(e) of the Agreement.

(e) Meal Allowances:

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

Reimbursement of meal expenses will be according to the following scale and with reference to the paid meal breaks set out in paragraph (d) above, it being clearly understood that continuous periods of time must be worked to qualify both for the paid meal break and the following meal allowances.

- (i) Overtime immediately preceding or immediately following a regular shift:
1. Seven Dollars and Fifty Cents (\$7.50) at the first break, and
  2. Two Dollars and Fifty Cents (\$2.50) at each succeeding break.
- (ii) Call-out: Seven Dollars and Fifty Cents (\$7.50) at the first break and Two Dollars and Fifty Cents (\$2.50) at each succeeding break;

(iii) Pre-scheduled Overtime e.g. including immediately preceding or immediately following **an** Employee's regular shift, or where an Employee is notified prior to the end of the preceding day that overtime is likely to last at least four (4) hours):

- nothing at the first break;
- Seven Dollars and Fifty Cents (\$7.50) at the second break; and
- Two Dollars and Fifty Cents (\$2.50) at each succeeding break.

(f) Stand-by:

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

4:30 p.m. to 7:30 a.m. Monday to Friday, inclusive and also 7:30 a.m. to 7:29 a.m. of the next following day for Saturday, Sunday or Statutory Holiday.

(g) Pay for Acting Senior Capacity

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

(h) Members Acting in Exempt Positions:

(i) Any Employee who is appointed to temporarily accept the responsibilities and carry out the duties incident to **an** Exempt Staff position for a period of more than ten (10) consecutive working days shall be given a leave of absence in good standing from membership in the Association for the period of the temporary appointment so as to allow the Employee to fully execute the exempt Staff duties.

(ii) No leave of absence will be required where the Employee is:

A. Appointed to act for ten (10) consecutive working days or less, or

B. Required also to perform some or all of their regular classified bargaining unit duties.

(i) Emergency Conditions - Shift Work:

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

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

16. FIRST AID PREMIUMS FOR DESIGNATED HOLDERS OF FIRST AID CERTIFICATES

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

"C" Ticket	- thirty (30) cents per hour
"B" Ticket	- forty (40) cents per hour
"A" Ticket	- fifty (50) cents per hour

Effective 1995 March 28, Section 16, above, is replaced with the following language:

First Aid premiums shall be established and paid to designated holders of WCB approved First Aid Certificates as follows:

Level 3 (was "A" Ticket)	Fifty (50) cents per hour
Level 2 (was "B" Ticket)	Forty (40) cents per hour
Level 1 (was SOFA/SFA)	No premium

17. TRUCK OPERATORS

Schedule "C" of this Agreement includes wording to recognize the minor running repairs and routine construction and maintenance tasks the Truck Operators are expected to perform in return for the two percent (2%) payment which has formed an integral component of the Truck Operator rates of pay since 1975 January 01. Appendix "4", attached to and forming a part of this Agreement outlines the historical summary of the two percent (2%) pay and the duties required to be performed for the pay

18. CHANGES IN WORKING CONDITIONS

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

19. CROSSING OF PICKET LINES

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



- (b) In cases of emergency as decided by the Municipality, the Association agrees to waive the right of refusal to cross the picket line as outlined in (a)(i) above for the number of Employees required to remedy such emergency.

20. MEMORANDUMS OF AGREEMENT AND LETTERS OF UNDERSTANDING

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

Schedule A:	Inside/Outside Pay Rates
Schedule B:	Alphabetical Listing of Inside Classifications and Pay Grades
Schedule C:	Outside Employees on Hourly Rates
Schedule D:	Supervisor's Salary Ranges
Schedule E:	Supplementary Vacations - Explanation of the Table
Schedule F:	Benefits for Permanent Part-time Temporary and Casual Employees
Appendix 1:	Personnel Files
Appendix 2:	Shop Stewards
Appendix 3:	Letter of Understanding - Administrative Regulations
Appendix 4:	History - Truck Operators' Two Percent (2%) Additional Pay for Specific Additional Duties
Appendix 5:	Agreement on Workers' Compensation Income Continuance Benefits
Appendix 6:	Introduction of New Employees to Association Stewards/Representatives
Appendix 7:	Discussions regarding Mandatory Retirement
Appendix 8:	Three Reviews
Appendix 9:	Benefit Premium Split Adjustments
Appendix 10:	Graduated Return to Work, and Classification and Reclassification Reviews
Appendix 11:	Garage Mechanics' 4 Day Work Week

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

21. CONCILIATION COMMITTEE

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

22. TECHNOLOGICAL CHANGE

During the term of this Agreement, any dispute arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Collective Agreement:

- (a) Where the employer introduces, or intends to introduce, a technological change, that:
  - (i) affects the terms and conditions, or security of employment of a significant number of Employees to whom this Collective Agreement applies, and
  - (ii) alters significantly the basis upon which the Collective Agreement was negotiated;

either party may. if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board pursuant to Section 27 of this Collective Agreement, by-passing all other steps in the grievance procedure.

- (b) The arbitration board shall decide whether or not the employer has introduced, or intends to introduce a technological change, and upon deciding that the employer has or intends to introduce a technological change the arbitration board shall inform the Minister of Labour of its findings. and may then or later make any one or more of the following orders:
  - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
  - (ii) -that the employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;
  - (iii) that the employer reinstate any Employee displaced by reason of the technological change;

- (iv) that the employer pay to that Employee such compensation in respect of their displacement as the arbitration board considers reasonable;
  - (v) that the matter be referred to the Labour Relations Board (under Section 54 of the Labour Relations Code of British Columbia).
- (c) The Municipality will provide as much notice as possible, in writing, but in no case shall such notice be less than ninety (90) days when it intends to introduce a technological change that:
- (i) affects the terms and conditions or security of employment of a significant number of Employees to whom this Collective Agreement applies, and
  - (ii) alters significantly the basis upon which the Collective Agreement applies.

23. ASSOCIATION REPRESENTATION

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

24. GRIEVANCE PROCEDURE

- (a) Where any difference arises between the parties to this Agreement relating to the dismissal, discipline or suspension of an Employee covered by this Agreement, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of work may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference to arbitration; or may request the Labour Relations Board appoint an officer to confer with the parties to assist them to settle the difference pursuant to Section 87 of the Labour Relations Code of British Columbia.
- (b) It is the intent of the parties hereto to settle any difference between them as expeditiously and harmoniously as may be possible and the following procedure is established for this purpose:

Effective 1994 January 01 to 1994 July 11 :

- (i) Step One: Any aggrieved Employee or Employees shall first discuss the matter with the Department Head within ten (10) working days of the occurrence of the incident, or such other time period as may be deemed appropriate in the circumstances by either party. Both parties shall attempt to settle the grievance within five (5) working days.
- (ii) Step Two: If the grievance cannot be settled as above, the aggrieved shall present the grievance in writing to the Department Head, with a copy to the Association executive. The aggrieved, with the Shop Steward or other Association representative, shall meet with the Department Head and the Personnel Director, and they shall attempt to settle the grievance within five (5) working days.
- (iii) Step Three: If the grievance cannot be settled as in Step Two, the Association may submit the grievance to the Municipal Manager who shall meet within five (5) working days, or such time as may be agreed upon after receipt of the grievance, with the Association representatives and they shall attempt to settle the grievance within five (5) working days.
- (iv) Step Four: If the grievance cannot be settled as in Step Three the grievance may be submitted to Arbitration as set out in this Agreement.

Effective 1994 July 12:

THREE-STEP PROCESS

At each step of the process, the meeting members will include those listed, but may not be limited to those listed. In addition, prior to the commencement of the Step-One meeting, a decision will be made regarding the attendance of the Supervisor involved.

Step One: Superintendent, (or Recreation Manager), Employee and a Representative of both the Association and the Personnel Department.

*Superintendent (or Recreation Manager), is the decision -maker.*

Step Two: Superintendent, Employee, Director of Department and/or designate, Association Representative and Director of Personnel Services.

*Director of Department or designate is decision-maker.*

Step Three: Municipal Manager, Director of Personnel Services, Association Representative, Employee, Director of the Department and/or designate, and Superintendent.

*Municipal Manager is decision-maker.*

Step Four: If the grievance cannot be settled as in Step Three the grievance may be submitted to Arbitration as set out in Section 25 of this Agreement.

TWO-STEP PROCESS

At each step of the process, the meeting members will include those listed, but may not be limited to those listed.

Step One: Director of the Department or Department Manager, Employee, and a Representative of both the Association and the Personnel Department.

*Director of the Department or Department Manager is the decision-maker.*

Step Two: Municipal Manager, Director of Personnel Services, Employee, Association Representative and Director of Department or Department Manager.

*Municipal Manager is decision-maker.*

- (c) In the event there is an Association grievance as such, or a Municipal grievance as such, either party may initiate the grievance procedure commencing at Step Three above and shall be governed by the time restraints contained therein and shall further be governed by the ten working day reporting time restraint detailed in Step One.
- (d) In the event there is a Municipal Grievance the grievance shall be directed to the Association's Business Agent.

25. ARBITRATION

- (a) Should any difference between the parties to this Agreement remain unsettled after the completion of Step Three of the Grievance procedure, either party within five (5) days after failure to settle the difference, may notify the other in writing of its desire to submit the difference to arbitration. If the Association has not responded within five (5) days or, if it has, and the matter is not actively being pursued by the Association, (for example, by advice from the Association that they are proceeding to arbitration, within thirty (30) days) the grievance shall be deemed to be abandoned, unless the parties agree otherwise. The Arbitration Board shall be a panel of three (3) Arbitrators unless the parties agree that it shall be a single Arbitrator. The decision of the Arbitration Board, either single or three-person, shall be final and binding on both parties. Expenses incident to the services of the single member Arbitration Board shall be borne equally by the parties to this Agreement; each party shall bear the expenses incident to the services of its appointee to the three (3) member arbitration Board and shall bear equally the expenses incident to the services of the Chair of the Board.
- (b) Single Arbitrator: The Arbitrator shall be appointed by mutual consent of the parties. If the parties are unable to agree upon the Arbitrator within seven (7) clear days after arbitration has been invoked they shall then jointly petition the Minister of Labour for the Province of British Columbia to appoint an Arbitrator. The Arbitrator shall complete their examination and hearing and hand down their award within a reasonable time, which is considered to be not more than thirty (30) days after their appointment.
- (c) Three-Member Board: If arbitration is to be conducted by a board of three (3) members the party invoking arbitration shall, in its notice to the other party, so state. and the notice shall contain the name of its appointee to the Arbitration Board. The recipient party of such notice shall, within ten (10) days, advise the other party of the name of its appointee to the Board. The two (2) appointees so selected shall, within twelve (12) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) members fail to agree upon the Chair in the time specified, either party may apply to the Minister of Labour to appoint a Chair. The Board shall proceed as soon as practicable to examine the grievance and render its judgment.
- (d) It is agreed between the parties hereto that the above Grievance and Arbitration procedure shall be the sole method of settling differences between them or between an Employee or Employees and the Municipality and it is further agreed that both parties and the Employees covered in this Agreement shall be bound by the settlements which derive from the Grievance and Arbitration procedure.

- (e) Any questions as to whether any matter is arbitrable shall be decided by mutual agreement between the parties hereto or shall be referred to the Labour Relations Board for decision.
- (f) Unless otherwise stated in this Agreement the provisions of **Part 8** of the Labour Relations Code of British Columbia, being Sections 84-114, entitled "Arbitration Procedures" will apply.

26. AGREEMENT AS TO CONDITIONS NOT MENTIONED

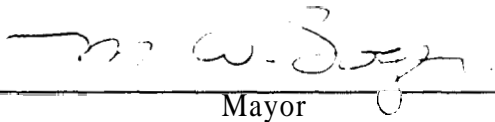
It is agreed that any general conditions presently in force which are not specifically mentioned in this Agreement and are not contrary to its intentions shall continue in full force and effect for the duration of this contract.

27. RIGHTS OF MANAGEMENT

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this contract, always provided that in the exercise of the aforementioned management rights there shall be no discrimination.

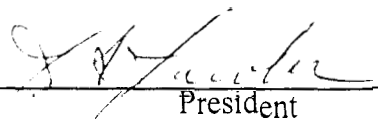
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date and year first above written.

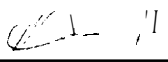
SEALED with the SEAL of The CORPORATION OF THE DISTRICT OF WEST VANCOUVER and signed by:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Municipal Clerk

SEALED with the Seal of THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION, and signed by:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary



**PAY GRADE SALARIES - EFFECTIVE 1994 JANUARY 01 TO 1994 DECEMBER 31**

Rates for 7.0 hour day

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

PAY GRADE NUMBER	1	2	3	4	5
9	1793 824.74 11.782	1863 856.94 12.242	1939 891.87 12.741	2014 926.38 13.234	2096 964.11 13.773
10	1863 856.94 12.242	1939 891.87 12.741	2014 926.38 13.234	2096 964.11 13.773	2178 1001.77 14.311
11	1939 891.87 12.741	2014 926.38 13.234	2096 964.11 13.773	2178 1001.77 14.311	2265 1041.81 14.883
12	2014 926.38 13.234	2096 964.11 13.773	2178 1001.77 14.311	2265 1041.81 14.883	2359 1085.07 15.501
13	2096 964.11 13.773	2178 1001.77 14.311	2265 1041.81 14.883	2359 1085.07 15.501	2455 1129.24 16.132
14	2178 1001.77 14.311	2265 1041.81 14.883	2359 1085.07 15.501	2455 1129.24 16.132	2556 1175.65 16.795
15	2265 1041.81 14.883	2359 1085.07 15.501	2455 1129.24 16.132	2556 1175.65 16.795	2661 1223.95 17.485
16	2359 1085.07 15.501	2455 1129.24 16.132	2556 1175.65 16.795	2661 1223.95 17.485	2772 1275.05 18.215

1994 January 01 to 1994 December 31  
Rates for 7.0 hour day  
Bi-Weekly Rates and Monthly Salaries based on 35 hours per week

PAY GRADE NUMBER	1	2	3	4	5
<del>17</del>	<del>2455</del>	<del>2556</del>	<del>2661</del>	2772	2887
	1129.24 16.132	1175.65 16.795	1223.95 17.485	1275.05 18.215	1327.90 18.97
18	2556	2661	2772	2887	3006
	1175.65 16.795	1223.95 17.485	1275.05 18.215	1327.90 18.97	1382.64 19.752
19	2661	2772	2887	3006	3133
	1223.95 17.485	1275.05 18.215	1327.90 18.97	1382.64 19.752	1441.09 20.587
20	2772	2887	3006	3133	3266
	1275.05 18.215	1327.90 18.97	1382.64 19.752	1441.09 20.587	1502.27 21.461
21	2887	3006	3133	3266	3401
	1327.90 18.97	1382.64 19.752	1441.09 20.587	1502.27 21.461	1564.36 22.348
22	3006	3133	3266	3401	3542
	1382.64 19.752	1441.09 20.587	1502.27 21.461	1564.36 22.348	1629.18 23.274
23	3133	3266	3401	3542	3694
	1441.09 20.587	1502.27 21.461	1564.36 22.348	1629.18 23.274	1699.11 24.273
24	3266	3401	3542	3694	3853
	1502.27 21.461	1564.36 22.348	1629.18 23.274	1699.11 24.273	1772.26 25.318
25	3401	3542	3694	3853	4014
	1564.36 22.348	1629.18 23.274	1699.11 24.273	1772.26 25.318	1846.32 26.376

1994 **January 01** to 1994 **December 31**  
Rates for 7.0 hour day  
Bi-Weekly Rates and Monthly Salaries based on 35 hours **per week**

<b>PAY GRADE NUMBER</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
26	3542 1629.18 23.274	3694 1699.11 24.273	3853 1772.26 25.318	4014 1846.32 26.376	4185 1924.93 27.499
27	3694 1699.11 24.273	3853 1772.26 25.318	4014 1846.32 26.376	4185 1924.93 27.499	4364 2007.25 28.675
23(a) Plan Checking <b>Clerk</b>	3336 1534.47 21.921	3482 1601.60 22.880	3633 1671.04 23.872	3791 1743.70 24.910	3983 1832.04 26.172

**PAY GRADE SALARIES - EFFECTIVE 1995 JANUARY 01 TO 1995 DECEMBER 31**

Rates for 7.0 hour day

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

PAY GRADE NUMBER	1	2	3	4	5	6*
9	1820 837.13 11.959	1891 869.82 12.426	1968 905.24 12.932	2044 940.17 13.431	2127 978.32 13.976	
10	1891 869.82 12.426	1968 905.24 12.932	2044 940.17 13.431	2127 978.32 13.976	2211 1016.96 14.528	
11	1968 905.24 12.932	2044 940.17 13.431	2127 978.32 13.976	2211 1016.96 14.528	2299 1057.49 15.107	
12	2044 940.17 13.431	2127 978.32 13.976	2211 1016.96 14.528	2299 1057.49 15.107	2394 1101.17 15.731	2492 1146.25 16.375
13	2127 978.32 13.976	2211 1016.96 14.528	2299 1057.49 15.107	2394 1101.17 15.731	2492 1146.25 16.375	2594 1193.15 17.045
14	2211 1016.96 14.528	2299 1057.49 15.107	2394 1101.17 15.731	2492 1146.25 16.375	2594 1193.15 17.045	
15	2299 1057.49 15.107	2394 1101.17 15.731	2492 1146.25 16.375	2594 1193.15 17.045	2701 1242.36 17.748	
16	2394 1101.17 15.731	2492 1146.25 16.375	2594 1193.15 17.045	2701 1242.36 17.748	2814 1294.37 18.491	
17	2492 1146.25 16.375	2594 1193.15 17.045	2701 1242.36 17.748	2814 1294.37 18.491	2930 1347.71 19.253	

1995 January 01 to 1995 December 31  
Rates for 7.0 hour day  
Bi-Weekly Rates and Monthly Salaries based on 35 hours per week

PAY GRADE NUMBER	1	2	3	4	5	6
18	2594 1193.15 17.045	2701 1242.36 17.748	2814 1294.37 18.491	2930 1347.71 19.253	3051 1403.36 20.048	
19	2701 1242.36 17.748	2814 1294.37 18.491	2930 1347.71 19.253	3051 1403.36 20.048	3180 1462.72 20.896	
20	2814 1294.37 18.491	2930 1347.71 19.253	3051 1403.36 20.048	3180 1462.72 20.896	3315 1524.81 21.783	
21	2930 1347.71 19.253	3051 1403.36 20.048	3180 1462.72 20.896	3315 1524.81 21.783	3452 1587.81 22.683	
22	3051 1403.36 20.048	3180 1462.72 20.896	3315 1524.81 21.783	3452 1587.81 22.683	3595 1653.54 23.622	
23	3180 1462.72 20.896	3315 1524.81 21.783	3452 1587.81 22.683	3595 1653.54 23.622	3749 1724.38 24.634	
24	3315 1524.81 21.783	3452 1587.81 22.683	3595 1653.54 23.622	3749 1724.38 24.634	3911 1798.93 25.699	
25	3452 1587.81 22.683	3595 1653.54 23.622	3749 1724.38 24.634	3911 1798.93 25.699	4074 1873.90 26.770	
26	3595 1653.54 23.622	3749 1724.38 24.634	3911 1798.93 25.699	4074 1873.90 26.770	4248 1953.91 27.913	

1995 January 01 to 1995 December 31  
 Rates for 7.0 hour day  
 Bi-Weekly Rates and Monthly Salaries based on 35 hours per week

PAY GRADE NUMBER	1	2	3	4	5	6
27	3749	3911	4074	4248	4429	
	1724.38	1798.93	1873.90	1953.91	2037.21	
	24.634	25.699	26.770	27.913	29.103	
28	3911	4074	4248	4429	4620	
	1798.93	1873.90	1953.91	2037.21	2125.06	
	25.699	26.770	27.913	29.103	30.358	
23(a)	3386	3534	3687	3848	4043	
Plan Checking Clerk	1557.43	1625.54	1695.89	1769.95	1859.62	
	22.249	23.222	24.227	25.285	26.566	

\* Anomalies

Pay grade adjustments when Temporary Employees were reduced from 16% in lieu of benefits to 12% in lieu of benefits.

Step 6 to be created for the following individuals in the following occupations and subsequent pay grades only:

Name	Occupation Code	Pay Grade
Bailey, Kevin	1520	13
Busch, Elizabeth	1240	15
Fisher, Janice	1760	18
Gleig, Krista	1520	13
Hanssen, Chad	1080	15
Johnson, Wendy	1230	13
Jong, Jet	1080	15
Macbean, Katherine	1150	12
Miller, Nigel	1520	13
Miller-Tait, Margaret	1550	16
Sather, Diane	1520	13
St. John, Jill	1420	20
Titcomb, Sarah	1520	13
Vincent-Jones, Marigold	1830	14
Weston, Jacqueline	1150	12

**PAY GRADE SALARIES - EFFECTIVE 1996 JANUARY 01 TO 1996 DECEMBER 31**

Rates for 7.0 hour day

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

PAY GRADE

<u>NUMBER</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
9	1847 849.52 12.136	1919 882.70 12.610	1998 919.03 13.129	2075 954.45 13.635	2159 993.09 14.187	
10	1919 882.70 12.610	1998 919.03 13.129	2075 954.45 13.635	2159 993.09 14.187	2244 1032.15 14.745	
11	1998 919.03 13.129	2075 954.45 13.635	2159 993.09 14.187	2244 1032.15 14.745	2333 1073.10 15.330	
12	2075 954.45 13.635	2159 993.09 14.187	2244 1032.15 14.745	2333 1073.10 15.330	2430 1117.69 15.967	2529 1163.26 16.618
13	2159 993.09 14.187	2244 1032.15 14.745	2333 1073.10 15.330	2430 1117.69 15.967	2529 1163.26 16.618	2633 1211.07 17.301
14	2244 1032.15 14.745	2333 1073.10 15.330	2430 1117.69 15.967	2529 1163.26 16.618	2633 1211.07 17.301	
15	2333 1073.10 15.330	2430 1117.69 15.967	2529 1163.26 16.618	2633 1211.07 17.301	2742 1261.19 18.017	
16	2430 1117.69 15.967	2529 1163.26 16.618	2633 1211.07 17.301	2742 1261.19 18.017	2856 1313.69 18.767	
17	2529 1163.26 16.618	2633 1211.07 17.301	2742 1261.19 18.017	2856 1313.69 18.767	2974 1367.94 19.542	

1996 January 01 to 1996 December 31  
Rates for 7.0 hour day  
Bi-Weekly Rates and Monthly Salaries based on 35 hours per week

PAY GRADE NUMBER	1	2	3	4	5	6
18	2633 1211.07 17.301	2742 1261.19 18.017	2856 1313.69 18.767	2974 1367.94 19.542	3097 1424.50 20.350	
19	2742 1261.19 18.017	2856 1313.69 18.767	2974 1367.94 19.542	3097 1424.50 20.350	3228 1484.77 21.211	
20	2856 1313.69 18.767	2974 1367.94 19.542	3097 1424.50 20.350	3228 1484.77 21.211	3365 1547.77 22.111	
21	2974 1367.94 19.542	3097 1424.50 20.350	3228 1484.77 21.211	3365 1547.77 22.111	3504 1611.68 23.024	
22	3097 1424.50 20.350	3228 1484.77 21.211	3365 1547.77 22.111	3504 1611.68 23.024	3649 1678.39 23.977	
23	3228 1484.77 21.211	3365 1547.77 22.111	3504 1611.68 23.024	3649 1678.39 23.977	3805 1750.14 25.002	
24	3365 1547.77 22.111	3504 1611.68 23.024	3649 1678.39 23.977	3805 1750.14 25.002	3970 1826.09 26.087	
25	3504 1611.68 23.024	3649 1678.39 23.977	3805 1750.14 25.002	3970 1826.09 26.087	4135 1901.97 27.171	
26	3649 1678.39 23.977	3805 1750.14 25.002	3970 1826.09 26.087	4135 1901.97 27.171	4312 1983.38 28.334	



1996 January 01 to 1996 December 31  
Rates for 7.0 hour day  
Bi-Weekly Rates and Monthly Salaries based on 35 hours per week

PAY GRADE NUMBER	1	2	3	4	5	6
27	3805 1750.14 25.002	3970 1826.09 26.087	4135 1901.97 27.171	4312 1983.38 28.334	4495 2067.52 29.536	
28	3970 1826.09 26.087	4135 1901.97 27.171	4312 1983.38 28.334	4495 2067.52 29.536	4689 2156.77 30.811	
23(a) Plan Checking Clerk	3437 1580.88 22.584	3587 1649.9 23.570	3742 1721.16 24.588	3906 1796.62 25.666	4104 1887.69 26.967	

\*

Anomalies

Pay grade adjustments when Temporary Employees were reduced from 16% in lieu of benefits to 12% in lieu of benefits.

- Step 6 to be created for the following individuals in the following occupations and subsequent pay grades only:

Name	Occupation Code	Pay Grade
Bailey, Kevin	1520	13
Busch, Elizabeth	1240	15
Fisher, Janice	1760	18
Gleig, Krista	520	13
Hanssen, Chad	080	15
Johnson, Wendy	230	13
Jong, Jet	080	15
Macbean, Katherine	150	12
Miller, Nigel	520	13
Miller-Tait, Margaret	550	16
Sather, Diane	1520	13
St. John, Jill	1420	20
Titcomb, Sarah	1520	13
Vincent-Jones, Marigold	1830	14
Weston, Jacqueline	1150	12

**ALPHABETICAL LISTING OF INSIDE CLASSIFICATIONS AND THEIR PAY GRADES**

Class No.		Class Title	Pay Grade No.
1010	(g),(c)(i),(l)	Accounting Clerk I	13
1020	(c)(iii)	Accounting Clerk II	17
1030	(c)(iii)	Accounting Clerk III	20
1860	(c)(ii)	Accounting Supervisor	25
1040	(c)(ii)	Accounts Payable Clerk	15
2010	(c)(i),(k)	Accounts Payable Clerk I	12
2000	(c)(iii)	Accounts Payable Clerk II	17
1310	(c)(iii)	Administrative Clerk/Stores Supervisor	23 (8hrs)
1890	(g),(c)(ii)	Aquatic Leader I	15
1450	(a),(c)(iii),(g)	Aquatic Leader II	17
1440	(a),(c)(iii)	Aquatics Program Coordinator	20
1060	(c)(iii)	Aquatic Supervisor	22
1870	(c)(iii)	Assistant Deputy Clerk	22
1070	(c)(iii)	Assistant Municipal Clerk	23
2080	(c)(iii)	Assistant Planner	26
1880	(c)(iii)	Assistant Purchasing Agent	24
1080	(b),(c)(ii),(g)	Building Maintenance Worker I	15 (8hrs)
1090	(b),(c)(iii)	Building Maintenance Worker II	16 (8hrs)
1110	(c)(iii)	Buyer I	19
1120	(c)(iii)	By-Law Licence Inspector	21
1150	(a),(c)(i),(g),(k)	Cashier & Registrations Clerk I	12
1160	(a),(c)(i),(g),(l)	Cashier & Registrations Clerk II	13
1130	(c)(i),(g),(l)	Cashier Clerk I	13
1140	(c)(ii)	Cashier Clerk II	15
1900	(c)(iii)	Center Supervisor	22 (7.5hrs)
1170	(c)(i),(g), (h),(k)	Clerk I	12
2079	(m)	Clerk I (Non-Permanent)	11
1180	(c)(i),(l)	Clerk II	13
1190	(b),(c)(iii)	Clerk III	17
1200	(c)(iii)	Clerk IV	19
1210	(c)(iii)	Clerk V	22
1220	(c)(i),(g)	Clerk Stenographer I	12
1230	(c)(i),(l)	Clerk Stenographer II	13

Class No.		Class Title	Pay Grade No.	
1240	(c)(ii)	Clerk Stenographer III	15	
1250	(c)(iii)	Clerk Stenographer IV	17	
1260	(c)(i),(g),(h),(k)	Clerk Typist I	12	
2069	(m)	Clerk Typist I (Non-Permanent)	11	
1950	(c)(iii)	Community Forester	25	
1270	(c)(iii)	Computer Programmer I	17	
1280	(c)(iii)	Computer Programmer II	20	
1290	(c)(iii)	Computer Programmer III	24	
1300	(c)(iii)	Cultural Program Coordinator	20	
1320	(c)(ii)	Dispatcher (Public Works/Parks)	15	(8hrs)
1330	(a),(c)(iii)	Dispatcher (Transportation)	20	(7.5hrs)
1410	(e),(c)(iii)	Engineer Icemaker	21	(8hrs)
1360	(c)(ii)	Engineering Assistant I	15	
1370	(c)(iii)	Engineering Assistant II	19	
1380	(c)(iii)	Engineering Assistant III	22	
1390	(c)(iii)	Engineering Assistant IV	25	
1400	(c)(iii)	Engineering Assistant V	27	
1420	(c)(iii)	General Program Coordinator	20	(7.5hrs)
1430	(a),(c)(iii)	Gymnastics Coach & Coordinator	20	(7.5hrs)
1460	(d),(c)(iii)	Inspector - Trade I	24	
1470	(d),(c)(iii)	Inspector - Trade II	26	
1480	(c)(iii)	Landscape Technician	24	
1490	(c)(iii)	Legal Assistant	19	
1500	(c)(iii)	Legal Secretary	16	
1510	(c)(ii)	Licence Clerk	15	
1520	(c)(i),(g),(l)	Lifeguard Instructor I	13	
1530	(a),(c)(i),(g)	Lifeguard Instructor II	14	
2040	(c)(iii)	Mapping Technician I	19	
1930	(c)(iii)	Mapping Technician II	21	
1940	(c)(iii)	Mapping Technician III	24	
2030	(c)(iii)	Microcomputer/Systems Network Support Analyst	24	
1540	(c)(i),(g),(k)	Payroll Clerk I	12	
1550	(c)(iii)	Payroll Clerk II	16	
1560	(c)(iii)	Payroll Clerk III	19	
1570	(c)(iii)	Personnel Assistant I	16	
1580	(a),(c)(iii)	Physical Fitness Program Coordinator	20	(7.5hrs)
1590	(d),(c)(iii)	Plan Checking Clerk - Inspector	23(a)	

Class No.		Class Title	Pay Grade No.
1850	(c)(iii)	Planning Assistant III	21
1700	(c)(iii)	Planning Research Assistant	21
1600	(c)(iii),(g)	Play Care Leader I	20
1610	(c)(iii)	Pre-Fire Plan Programmer	24
1990	(c)(iii)	Print Room Technician	17
1630	(h),(c)(iii)	Programmer Analyst	26
1640	(c)(i),(g)	Purchasing Clerk I	12
1650	(c)(i),(g),(l)	Purchasing Clerk II	13
1660	(c)(iii)	Purchasing Clerk III	18
2050	(c)(iii)	Recreation Access Coordinator	19
1830	(c)(i)	Recreation Facility Clerk	14
1960	(c)(ii)	Recreation Facility Clerk/Supervisor	15
1690	(c)(ii),(g)	Recreation Program Assistant	15
1710	(c)(ii)	Ridge Inspector	15
I720	(c)(ii)	Secretary to Municipal Clerk	15
2020	(c)(iii)	Secretary to the Director of Finance	16
1730	(c)(iii)	Secretary - Parks & Recreation Director	16
1740	(a),(c)(iii)	Senior Citizens Program Coordinator	20 (7.5hrs)
I970	(c)(iii)	Senior Citizen's Program Volunteer Coordinator	19
I750	(b),(c)(iii)	Storekeeper (Transit)	18 (8hrs)
1760	(c)(iii),(g)	Storekeeper I	18 (8hrs)
I770	(c)(iii)	Storekeeper/Buyer (Municipal Yard)	19 (8hrs)
1920	(c)(iii)	Supervisor - Cultural Services	22
1780	(c)(iii)(o)	Supervisor Taxes	19
1790	(c)(iii)	Systems Clerk/Equipment Operator	16
1800	(c)(i),(g),(h),(j),(n)	Telephone Operator/Typist	12
1810	(c)(i),(l)	Terminal Operator	13
I820	(c)(iii)	Youth Program Coordinator	20

- (a) Incumbents to be paid an additional five (5) hours per pay period based on their regular base hourly rate of pay when required to work a thirty-seven and one-half (37-1/2) hour week.
- (b) Incumbents to be paid an additional ten (10) hours pay per pay period based on their regular base hourly rate of pay when required to work a forty (40) hour week.

- (c) (i) Employees who are on Pay Grades 9 to 14 shall, subject to the completion of satisfactory performance, receive six (6) month increments from Step 1 to Step 2 and from Step 2 to Step 3 of their respective pay grades. Increments from Step 3 to Step 4 and from Step 4 to Step 5 within the pay grade shall be on an annual basis subject to the completion of satisfactory performance.
- (ii) Employees who are on Pay Grade 15 shall, subject to the completion of satisfactory performance, receive a six (6) month increment from Step 1 to Step 2 of the pay grade. Increments through the remainder of the pay grade shall be on an annual basis, subject to the completion of satisfactory performance.
- (iii) Except as shown in (c)(i) and (ii), all other classifications receive increments on an annual basis following the completion of satisfactory performance.
- (d) The Pay Grades for Plan Checking Clerk/Inspector and Pay Grades 24 and 26 for Trades Inspector I and II respectively includes trade adjustment.
- (e) Includes special adjustment for working forty (40) hour week (Pay Grade 21).
- (f) (i) Afternoon shift Employees at the Recreation Centre, Ice Arena and Aquatic Centre who were in receipt of shift differential prior to 4 May 1981 shall be paid a shift differential of sixty cents (60¢) per hour for hours worked outside 9:00 a.m. to 7:00 p.m. daily in accordance with (f)(iii) below.
- (ii) Effective 1981 May 04 Employees working in Building Maintenance Man classifications at the facilities referred to in (f)(i) above who previously have not received shift differential shall qualify to receive sixty cents (60¢) per hour shift differential for hours worked outside 9:00 a.m. to 7:00 p.m. daily in accordance with (f)(iii) below.
- (iii) Shift differential referred to in (f)(i) and (ii) above shall be payable for all regular hours worked more than one (1) hour on either side of the recognized normal or standard daily hours, provided that where the majority of an Employee's regular hours fall outside the period described in (f)(i) and (ii) above, the shift differential shall apply to the entire shift.

- (iv)
  - A. Transportation Dispatchers required to work shifts outside of 8:00 a.m. to 4:00 p.m. daily, including Saturday and Sunday shall qualify for a shift differential of sixty cents (60¢) per hour for all hours worked outside of 8:00 a.m. and 4:00 p.m.
  - B. Shift differential referred to above shall be payable for all regular hours worked more than one (1) hour on either side of the recognized daily hours, provided that where the majority of an Employee's regular hours fall outside of the period of 8:00 a.m. to 4:00 p.m. the shift differential shall apply to the entire shift.
- (g) Effective from 1994 January 01 to 1995 March 27, the probation period for all classifications except those listed below shall be six (6) months. The classifications listed below shall have a twelve (12) month probationary period.

Accounting Clerk III	Pay Grade 20
Accounting Supervisor	Pay Grade 23
Administrative Clerk/Stores Supervisor	Pay Grade 22
All Trades Inspectors	Pay Grade 24 and 26
Assistant Purchasing Agent	Pay Grade 22
By-law Licence Inspector	Pay Grade 21
Centre Supervisors	Pay Grade 22 (7.5hrs)
Engineer Iceman	Pay Grade 21
Engineering Assistant IV	Pay Grade 25
Legal Secretary	Pay Grade 16
Payroll Clerk III	Pay Grade 18
Personnel Assistant I	Pay Grade 16
Plan Checking Clerk Inspector	Pay Grade 23(a)
Programmer Analyst	Pay Grade 25
Recreation Program Coordinator	Pay Grade 19
Ridge Inspector	Pay Grade 15
Storekeeper Buyer (Municipal Yard)	Pay Grade 19
Supervisor - Taxes	Pay Grade 19

Effective 1995 March 28, the probation period for all classifications except those listed below shall be twelve (12) months. The classifications listed below shall have a **six** (6) month probationary period.

Accounting Clerk I  
Aquatic Leader 1  
Aquatic Leader II  
Building Maintenance Worker I  
Cashier Clerk I  
Cashier & Registration Clerk I  
Cashier & Registration Clerk II  
Clerk I  
Clerk Stenographer I  
Clerk Typist 1  
Lifeguard Instructor I  
Lifeguard Instructor II  
Payroll Clerk I  
Play Care Leader I  
Purchasing Clerk I  
Purchasing Clerk II  
Recreation Facility Clerk  
Recreation Program Assistant  
Storekeeper I  
Telephone Operator/Typist

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

- (h) Effective 1995 January 01, Permanent Telephone Operator/Typist (Pay Grade 10), and Clerk I and Clerk Typist 1 (Pay Grade 11) classifications are revalued to Pay Grade 12.
- (i) (i) is not used due to potential confusion between roman numeral i and letter i.
- (j) Effective 1995 January 01, Telephone Operator/Typist incumbent moves to Step 6 of Pay Grade 12.

- (k) (i) Effective 1995 January 01, Employees at Steps 1 or 2 of Pay Grade 12 shall move to Step 4, and effective 1996 January 01 and subject to satisfactory performance of duties move to Step 6.
- (ii) Effective 1995 January 01, Employees at Step 3, 4, and 5 of Pay Grade 12 shall move to Step 6.
- (l) (i) Effective 1995 January 01, Employees at Steps 1 or 2 of Pay Grade 13 shall move to Step 4 and effective 1996 January 01 and subject to satisfactory performance of duties move to Step 6.
- (ii) Effective 1995 January 01, Employees at Step 3 of Pay Grade 13 shall move to Step 5 and effective 1996 January 01 and subject to satisfactory performance of duties move to Step 6.
- (iii) Effective 1995 January 01, Employees at Step 4, and 5 of Pay Grade 13 shall move to Step 6.
- (m) Effective 1995 March 28, add classifications for Non-Permanent Clerk I and Non-Permanent Clerk Typist I at Pay Grade 11 with 12% pay in lieu of fringe benefits (12% will not increase).
- (n) Effective 1995 March 28 Non-Permanent Telephone Operator/Typist shall be paid within Pay Grade 12 with 12% pay in lieu of fringe benefits (12% will not increase).
- (o) Effective 1995 March 23 the Supervisor of Taxes position reclassified to Pay Grade 21.



**OUTSIDE EMPLOYEES ON HOURLY RATES**

Effective 1994 January 01 to 1994 December 31

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

Effective 1994 January 01 to 1994 December 31

3172	Waterworks Utilityworker 2 - Semi-skilled	20.36
3173	Waterworks Utilityworker 3 - Skilled Tradesman	21.72
3181	Sewer Utilityworker 1 - Basic	17.94
3182	Sewer Utilityworker 2 - Semi-skilled	20.36
3183	Sewer Utilityworker 3 - Skilled Tradesman	21.72
3193	Building Maintenance Worker (Recreation) Tradesman	21.72
3200	General Utilityworker	17.37
3212	Gardener 1 - Semi-skilled	20.36
3213	Gardener 2 - Skilled Tradesman	21.72
3221	Stonemason I - Basic	17.94
3222	Stonemason II - Semi-skilled	20.36
3223	Stonemason III - Skilled	21.72
3230	Nurseryman 2	21.72
3231	Truck Operator:	17.33
	- Light Delivery	
	- Dumpster	
3242	Truck Operator 2a	17.41
3243	Truck Operator 2b	17.81
3244	Truck Operator 3 - Tandem Axle	18.00
3245	Truck Operator 3 - Tandem Axle Driver Trainer	18.30
3251	Equipment Operator 1:	17.49
	- Parks Sweeper	
	- Large Mower	
	- Jack Hammer	
	- Compressor	
	- Blacktop Hand Roller	
3252	Equipment Operator 2:	17.94
	- 3-5 Ton Roller	
	- Diesel Roller	
	- Road Paint Sprayer	
3253	Equipment Operator 3	18.13
	- Parks Tractors & Light Loaders	
	- Heavy Sweeper	
3254	Equipment Operator 4a	19.05
	- Heavy Loader	
	- Backhoe	
3255	Equipment Operator 4b	19.47
	- Grader	

Effective 1995 January 01 to 1995 March 27

3010	Paper Picker - Cleaning of Streets	15.78
3021	Labourer 1 - Basic	16.87
3022	Labourer 2 - Semi-skilled	17.06
3023	Labourer 3 - Skilled	17.32
3024	Yard Labourer/Stores Assistant	17.06
3031	Park Attendant 1 - Basic	16.87
3032	Park Attendant 2 - Semi-skilled	17.06
3033	Park Attendant 3 - Skilled	17.32
3040	Wilderness Park Attendant	17.94
3051	Parks Utilityworker - Basic	17.94
3052	Parks Utilityworker - Semi-skilled	20.36
3053	Parks Utilityworker - Skilled	21.72
3060	Gardener Helper	16.82
3073	Greenskeeper 1 - Skilled	17.06
3074	Greenskeeper 2 - In Charge of Crew	20.36
3080	Golf Course Attendant - Ambleside Pitch N Putt	18.85
3091	Concrete Finisher (Trowel Work) 1 - Maintenance	17.37
3092	Concrete Finisher (Trowel Work) 2 - Construction	17.94
3100	Blacktop Raker - Skilled (Plus Dirty Money)	17.37
3110	Pipefitter & Caulker	17.94
3120	Powderman	21.72
3131	Painter 1 - Basic	17.94
3132	Painter 2 - Semi-skilled	20.36
3133	Painter 3 - Skilled Tradesman	21.72
3134	Painter 3 - Skilled Tradesman (Supervisor)	21.83
3141	Carpenter 1 - Basic	17.94
3142	Carpenter 2 - Semi-skilled	20.36
3143	Carpenter 3 - Skilled Tradesman	21.72
3144	Carpenter 3 - Skilled Tradesman (Supervisor)	21.83
3151	Mechanic 1 - Basic	17.94
3152	Mechanic 2 - Semi-Skilled	20.36
3153	Mechanic 3 - Skilled Tradesman	21.72
3154	Mechanic 3 - Skilled Tradesman (Supervisor)	21.83
3161	Welder 1 - Basic	17.94
3162	Welder 2 - Semi-Skilled	20.36
3163	Welder 3 - Skilled Tradesman	21.72
3171	Waterworks Utilityworker 1 - Basic	17.94
3172	Waterworks Utilityworker 2 - Semi-Skilled	20.36
3173	Waterworks Utilityworker 3 - Skilled Tradesman	21.72

Effective 1995 January 01 to 1995 March 27

3181	Sewer Utilityworker 1 - Basic	17.94
3182	Sewer Utilityworker 2 - Semi-skilled	20.36
3183	Sewer Utilityworker 3 - Skilled Tradesman	21.72
3193	Building Maintenance Worker (Recreation) Tradesman	21.72
3200	General Utilityworker	17.37
3212	Gardener 1 - Semi-skilled	20.36
3213	Gardener 2 - Skilled Tradesman	21.72
3221	Stonemason I - Basic	17.94
3222	Stonemason II - Semi-skilled	20.36
3223	Stonemason III - Skilled	21.72
3230	Nurseryman 2	21.72
3231	Truck Operator:	17.33
	- Light Delivery	
	- Dumpster	
3242	Truck Operator 2a	17.41
3243	Truck Operator 2b	17.81
3244	Truck Operator 3 - Tandem Axle	18.00
3245	Truck Operator 3 - Tandem Axle Driver Trainer	18.30
3251	Equipment Operator 1:	17.49
	- Parks Sweeper	
	- Large Mower	
	- Jack Hammer	
	- Compressor	
	- Blacktop Hand Roller	
3252	Equipment Operator 2:	17.94
	- 3-5 Ton Roller	
	- Diesel Roller	
	- Road Paint Sprayer	
3253	Equipment Operator 3	18.13
	- Parks Tractors & Light Loaders	
	- Heavy Sweeper	
3254	Equipment Operator 4a	19.05
	- Heavy Loader	
	- Backhoe	
3255	Equipment Operator 4b	19.47
	- Grader	

Effective 1995 March 28 to 1995 December 31

3010(c)	Paper Picker - Cleaning of Streets		16.02
3020(b),(d)	Labourer	Step 1	16.37
3020(b),(d)	Labourer	Step 2	17.32
3024	Yard Labourer/Stores Assistant		17.32
3029(d)	Labourer - Temporary		12.18
3030(b),(d)	Park Attendant	Step 1	16.37
3030(b),(d)	Park Attendant	Step 2	17.32
3039(d)(h)	Park Attendant - Temporary		12.18
3040	Wilderness Park Attendant		18.21
3060	Gardener Helper		17.07
3073	Greenskeeper 1 - Skilled		17.32
3074	Greenskeeper 2 - In Charge of Crew		20.67
3080	Golf Course Attendant - Ambleside Pitch N Putt		19.13
3091	Concrete Finisher (Trowel Work) 1 - Maintenance		17.63
3092	Concrete Finisher (Trowel Work) 2 - Construction		18.21
3100	Blacktop Raker - Skilled (Plus Dirty Money)		17.63
3110	Pipefitter & Caulker		18.21
3131	Painter 1 - Basic		18.21
3132	Painter 2 - Semi-skilled		20.67
3133	Painter 3 - Skilled (with TQ)		22.05
3134	Painter 3 - Skilled (with TQ) (Supervisor)		22.16
3141	Carpenter 1 - Basic		18.21
3142	Carpenter 2 - Semi-skilled		20.67
3143	Carpenter 3 - Skilled (with TQ)		22.05
3144	Carpenter 3 - Skilled (with TQ) Supervisor)		22.16
3151	Mechanic 1 - Basic		18.21
3152	Mechanic 2 - Semi-skilled		20.67
3153	Mechanic 3 - Skilled (with TQ)		22.05
3154	Mechanic 3 - Skilled (with TQ) Supervisor)		22.16
3161	Welder 1 - Basic		18.21
3162	Welder 2 - Semi-skilled		20.67
3163	Welder 3 - Skilled		22.05
3181	Utilityworker - Basic		18.21
3182	Utilityworker - Semi-skilled		20.67
3183	Utilityworker - Skilled		22.05
3193	Building Maintenance Worker (Recreation) (with Trade)		22.05
3200	Technical and General Utilityworker		20.67
3212	Gardener 1 - Semi-skilled		20.67
3213(f)	Gardener 2 - Skilled		22.05
3221	Stonemason I - Basic		18.21
3222	Stonemason II - Semi-skilled		20.67

Effective 1995 March 28 to 1995 December 31

3223	Stonemason III - Skilled	22.05
3230(f)	Nurseryman 2	22.05
3231(c)	Truck Operator	17.59
	- Light Delivery	
	- Dumpster	
3242	Truck Operator 2a	17.67
3243	Truck Operator 2b	18.08
3244	Truck Operator 3 - Tandem Axle	18.27
3245	Truck Operator 3 - Tandem Axle Driver Trainer	18.57
3251	Equipment Operator 1	17.75
	- Parks Sweeper	
	- Large Mower	
	- Jack Hammer	
	- Compressor	
	- Blacktop Hand Roller	
3252	Equipment Operator 2	18.21
	- 3-5 Ton Roller	
	- Diesel Roller	
	- Road Paint Sprayer	
3253	Equipment Operator 3	18.40
	- Parks Tractors & Light Loaders	
	- Heavy Sweeper	
3254	Equipment Operator 4a	19.34
	- Heavy Loader	
	- Backhoe	
3255	Equipment Operator 4b	19.76
	- Grader	

Effective 1996 January 01 to 1996 December 31

3020(b)	Labourer	Step 1	16.62
3020(b)	Labourer	Step 2	17.58
3024	Yard Labourer/Stores Assistant		17.58
3029(e)	Labourer - Temporary		12.36
3030(b)	Park Attendant	Step 1	16.62
3030(b)	Park Attendant	Step 2	17.58
3039(e)(h)	Park Attendant - Temporary		12.36
3040	Wilderness Park Attendant		18.48
3060	Gardener Helper		17.33
3073	Greenskeeper 1 - Skilled		17.58
3074	Greenskeeper 2 - In Charge of Crew		20.98
3091	Concrete Finisher (Trowel Work) 1 - Maintenance		17.90
3092	Concrete Finisher (Trowel Work) 2 - Construction		18.48
3100	Blacktop Raker - Skilled (Plus Dirty Money)		17.90
3110	Pipefitter & Caulker		18.48
3131	Painter 1 - Basic		18.48
3132	Painter 2 - Semi-skilled		20.98
3133	Painter 3 - Skilled (with TQ)		22.38
3134	Painter 3 - Skilled (with TQ) (Supervisor)		22.49
3141	Carpenter 1 - Basic		18.48
3142	Carpenter 2 - Semi-skilled		20.98
3143	Carpenter 3 - Skilled (with TQ)		22.38
3144	Carpenter 3 - Skilled (with TQ) (Supervisor)		22.49
3151	Mechanic 1 - Basic		18.48
3152	Mechanic 2 - Semi-skilled		20.98
3153	Mechanic 3 - Skilled (with TQ)		22.38
3154	Mechanic 3 - Skilled (with TQ) (Supervisor)		22.49
3161	Welder 1 - Basic		18.48
3162	Welder 2 - Semi-skilled		20.98
3163	Welder 3 - Skilled		22.38
3181	Utilityworker - Basic		18.48
3182	Utilityworker - Semi-skilled		20.98
3183	Utilityworker - Skilled		22.38
3193	Building Maintenance Worker (Recreation) (with Trade)		22.38
3200	Technical and General Utilityworker		20.98
3212	Gardener 1 - Semi-skilled		20.98
3213(f)	Gardener 2 - Skilled		22.38
3221	Stonemason I - Basic		18.48
3222	Stonemason II - Semi-skilled		20.98

Effective 1996 January 01 to 1996 December 31

3223	Stonemason III - Skilled	22.38
3230(f)	Nurseryworker 2	22.38
3242	Truck Operator 2a	17.94
3243	Truck Operator 2b	18.35
3244	Truck Operator 3 - Tandem Axle	18.54
3245(a)	Truck Operator 3 - Tandem Axle Driver Trainer	18.79
3251	Equipment Operator 1	18.02
	- Parks Sweeper	
	- Large Mower	
	- Jack Hammer	
	- Compressor	
	- Blacktop Hand Roller	
3252	Equipment Operator 2	18.48
	- 3-5 Ton Roller	
	- Diesel Roller	
	- Road Paint Sprayer	
3253	Equipment Operator 3	18.68
	- Parks Tractors & Light Loaders	
	- Heavy Sweeper	
3254	Equipment Operator 4a	19.63
	- Heavy Loader	
	- Backhoe	
3255	Equipment Operator 4b	20.06
	- Grader	



- (a) Includes 25¢ per hour for Driver Training.
- (b) Effective 1994 January 01 to 1995 March 27, the probation periods for all classifications except those listed below shall be six (6) months. The classifications listed below shall have a twelve (12) month probationary period:
  - Greenskeeper 1 and 2
  - Gardener 1 and 2
  - Nurseryworker 2

Effective 1995 March 28, the probation periods for all classifications except those listed below shall be twelve (12) months. The classifications listed below shall have a six (6) month probationary period:

- Labourer
- Park Attendant

- (c) Effective ~~to~~ 1995 March 27
- (d) Effective from 1995 March 28
- (e) Temporary Labourers and Park Attendants are not eligible for higher rates of pay for the operation of any equipment. up to but excluding air brake equipment.
- (f) Effective 1995 March 28, Gardener 2, Nurseryman 2 and Parks Utilityworker-Skilled will qualify for the Trades Supervisor rate when directly supervising Employee(s).
- (g) To progress from Step 1 to Step 2 an incumbent will be required to have spent one year in the position, have performed the duties satisfactorily, and completed specified courses.
- (h) Casual Park Attendant Les Finta is grandfathered at \$16.62 per hour, and will also receive any future general wage increases. For percent in lieu details see Schedule "F", 1(a).

Dirty Money

- (i) Blacktop Laying, twenty-five cents (25¢) per hour in addition to Employee's regular hourly rate payable to each Employee who comes in physical contact with the blacktop being spread. The minimum amount paid shall be one dollar and twenty cents (\$1.20) in a normal working day.

- (ii) Sewer Maintenance, at the discretion of the Superintendent of Works, twenty-five cents (25¢) per hour in addition to the Employee's regular hourly rate will be paid to any Employee required to handle raw sewage.
- (iii) Cemetery disinterment, Employees disinterring uncremated human remains shall while so engaged be paid one and one-half (1-1/2) times their normal rate of pay.
- (iv) Garage Mechanics, twelve cents (12¢) per hour in addition to the Mechanic's hourly rate will be paid when working on the packer unit of garbage trucks. Circumstances under which the premium is to be paid are:
  - (a) When garbage is still in the packer and the mechanic is required to work on the packer.
  - (b) When a mechanic is required to work on a garbage vehicle that has just dumped its load and has not been washed.
  - (c) (a) and (b) qualify a Mechanic for payment only when the Employee is required to work on the packer unit and hydraulic systems etc., related to its operation.
  - (d) Payment of this premium will be recommended by the supervisor and authorized by the Public Works Manager.

#### Protective Aprons

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

#### Shift Differential

- (i) Shift differential as outlined in (ii) and (iii) below will only be paid for the hours worked more than one hour on either side of the normal working hours of 8:00 a.m. to 4:30 p.m., provided that where the majority of an Employee's time falls outside the hours of 8:00 a.m. to 4:30 p.m. the shift differential shall apply to the entire shift.
- (ii) Mechanics required to work on an evening shift shall be paid **sixty** cents (60¢) per hour above their regular hourly rate, while so employed and as outlined in (i) above.

- (iii) Sweeper Operator required to work morning and evening shifts shall be paid an hourly premium of sixty cents (60¢) per hour above the Sweeper Operator regular hourly rate while so employed and as outlined in (i) above.
- (iv) During the winter months, where a Night Patrol Shift is established by the Public Works Manager, the Employee so appointed to this shift, in addition to their regular rate of pay, shall receive a shift differential of sixty (60¢) cents per hour for the regular hours worked on their shift.
- (v) Shift differential referred to in this Schedule "C" shall not apply to shifts created under Section 15(iii), Emergency Conditions.

Truck Operators

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

Appendix "4" attached to and forming a part of this Agreement, is the historical summary of the two percent (2%) pay and the duties required to be performed for the pay.

Terms of Apprenticeship

Effective 1994 January 01 through to 1995 March 27 the following hourly rates of pay shall be in affect:

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

All percentages based on Skilled Tradesman Rate.

Effective 1995 March 28, and at the Employer's discretion, Apprentice rates shall be the same as the Labourer/Park Attendant (Step 1) rate for the duration of an apprenticeship.

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

### SUPERVISORS' HOURLY RATES

#### Effective 1994 January 01 through to 1994 December 31

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
3510	supervisor 1	17.45	18.99	
3610	Supervisor 2	18.95	20.64	22.32
3710	Supervisor 3	21.00	22.13	23.26
3810	Trades Supervisor	22.13		
3910	Equipment Maintenance Supervisor	22.13	23.26	
3930	Parks Mechanic Supervisor	22.13		

#### Effective 1995 January 01 through to 1995 December 31

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
3510	Supervisor 1	17.71	19.27	
3610	Supervisor 2	19.23	20.95	22.65
3710	Supervisor 3	21.32	22.46	23.61
3810	Trades Supervisor	22.46		
3910	Equipment Maintenance Supervisor	22.46	23.61	
3930	<b>Parks</b> Mechanic Supervisor	22.46		

#### Effective 1996 January 01 through to 1996 December 31

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
3510	Supervisor 1	17.98	19.56	
3610	Supervisor 2	19.52	21.26	22.99
3710	Supervisor 3	21.64	22.80	23.96
3810	Trades Supervisor	22.80		
3910	Equipment Maintenance Supervisor	22.80	23.96	
3930	Parks Mechanic Supervisor	22.80		

- (i) Employees hired or promoted into Supervisor positions shall serve a twelve (12) month probation period.
  
- (ii) Employees who are employed as Supervisors at Step 1 shall be entitled to an increment to Step 2 of their salary scale upon successful completion of probation and twelve (12) months consecutive service in the Supervisor position.

**SUPPLEMENTARY VACATION**

HIRE IN PERIOD FROM... TO...	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004
JULY 1 '95 JUNE 30 '96				PART	15	15	15	15	15	15	17	18
JULY 1 '94 JUNE 30 '95			PART	15	15	15	15	15	15	17	18	20
JULY 1 '93 JUNE 30 '94		PART	15	15	15	15	15	15	17	18	20	20 +5
JULY 1 '92 JUNE 30 '93	PART	15	15	15	15	15	15	17	18	20	20 +5	20
JULY 1 '91 JUNE 30 '92	15	15	15	15	15	15	17	18	20	20 +5	20	20
JULY 1 '90 JUNE 30 '91	15	15	15	15	15	17	18	20	20 +5	20	20	20
JULY 1 '89 JUNE 30 '90	15	15	15	15	17	18	20	20 +5	20	20	20	20
JULY 1 '88 JUNE 30 '89	15	15	15	17	18	20	20 +5	20	20	20	20	20 +5
JULY 1 '87 JUNE 30 '88	15	15	17	18	20	20 +5	20	20	20	20	20 +5	20
JULY 1 '86 JUNE 30 '87	15	17	18	20	20 +5	20	20	20	20	20 +5	20	25
JULY 1 '85 JUNE 30 '86	17	18	20	20 +5	20	20	20	20	20 +5	20	25	25
JULY 1 '84 JUNE 30 '85	18	20	20 +5	20	20	20	20	20 +5	20	25	25	
JULY 1 '83 JUNE 30 '84	20	20 +5	20	20	20	20	20 +5	20	25	25		20 +5
JULY 1 '82 JUNE 30 '83	20 +5	20	20	20	20	20 +5	20	25	25	25	20 +5	25
JULY 1 '81 JUNE 30 '82	20	20	20	20	20 +5	20	25	25	25	25 +5	25	25
JULY 1 '80 JUNE 30 '81	20	20	20	20 +5	20	25	25	25	25 +5	25	25	25
JULY 1 '79 JUNE 30 '80	20	20	20 +5	20	25	25	25	25 +5	25	25	25	25
JULY 1 '78 JUNE 30 '79	20	20 +5	20	25	25	25	25 +5	25	25	25	25	30 +5
JULY 1 '77 JUNE 30 '78	20 +5	20	25	25	25	25 +5	25	25	25	25	30 +5	30
JULY 1 '76 JUNE 30 '77	20	25	25	25	25 +5	25	25	25	25	30 +5	30	30

SCHEDULE "E"

Page 2 of 3

HIRED IN PERIOD FROM... TO...	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004
JULY 1 '75 JUNE 30 '76	25	25	25	25 +5	25	25	25	25	30 +5	30	30	30
JULY 1 '74 JUNE 30 '75	25	25	25 +5	25	25	25	25	30 +5	30	30	30	30
JULY 1 '73 JUNE 30 '74	25	25 +5	25	25	25	25	30 +5	30	30	30	30	30 +5
JULY 1 '72 JUNE 30 '73	25 +5	25	25	25	25	30 +5	30	30	30	30	30 +5	30
JULY 1 '71 JUNE 30 '72	25	25	25	25	30 +5	30	30	30	30	30 +5	30	30
JULY 1 '70 JUNE 30 '71	25	25	25	30 +5	30	30	30	30	30 +5	30	30	30
JULY 1 '69 JUNE 30 '70	25	25	30 +5	30	30	30	30	30 +5	30	30	30	30
JULY 1 '68 JUNE 30 '69	25	30 +5	30	30	30	30	30 +5	30	30	30	30	30 +5
JULY 1 '67 JUNE 30 '68	30 +5	30	30	30	30	30 +5	30	30	30	30	30 +5	30
JULY 1 '66 JUNE 30 '67	30	30	30	30	30 +5	30	30	30	30	30 +5	30	30
JULY 1 '65 JUNE 30 '66	30	30	30	30 +5	30	30	30	30	30 +5	30	30	30
JULY 1 '64 JUNE 30 '65	30	30	30 +5	30	30	30	30	30 +5	30	30	30	30
JULY 1 '63 JUNE 30 '64	30	30 +5	30	30	30	30	30 +5	30	30	30	30	30 +5
JULY 1 '62 JUNE 30 '63	30 +5	30	30	30	30	30 +5	30	30	30	30	30 +5	30
JULY 1 '61 JUNE 30 '62	30	30	30	30	30 +5	30	30	30	30	30 +5	30	30
JULY 1 '60 JUNE 30 '61	30	30	30	30 +5	30	30	30	30	30 +5	30	30	30
JULY 1 '59 JUNE 30 '60	30	30	30 +5	30	30	30	30	30 +5	30	30	30	30
JULY 1 '58 JUNE 30 '59	30	30 +5	30	30	30	30	30 +5	30	30	30	30	30 +5

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



Explanation of the Table:

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

EXAMPLE:

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

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

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

**BENEFITS FOR PERMANENT PART-TIME, TEMPORARY AND CASUAL  
EMPLOYEES**

1. \_\_\_\_\_

(a) Casual and Temporary Employees

Effective 1994 January 01 to 1995 March 27 Casual Employees and Temporary Employees will become entitled to twelve percent (12%) of regular earnings which premium payment shall be considered to be in lieu of all benefits including those providing time off with pay such as bereavement leave. Those Employees who have worked fifteen hundred (1500) hours within two (2) consecutive years shall become entitled to sixteen percent (16%) of regular earnings which premium payment shall be considered to be in lieu of all benefits as outlined above. Temporary Employees who become Permanent Employees shall qualify for benefits as shown in Sub-section 3 of this Schedule "F".

Effective 1995 March 28 Casual Employees and Temporary Employees will receive to twelve percent (12%) of regular earnings which premium payment shall be considered to be in lieu of all benefits including those providing time off with pay such as bereavement leave, etc. Temporary Employees who become Permanent Employees shall qualify for benefits as shown in sub-section 3 of this Schedule "F".

Casual **Park** Attendant Les Finta is grandfathered at sixteen percent (16%) in lieu of fringe benefits.

*(THIS SPACE IS INTENTIONALLY LEFT BLANK)*

(b) Permanent Part-time Employees with over six (6) months (equivalent) Service

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

(c) Leave of absence with or without Pay

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

(d) ~~Pay in Lieu of~~ Benefits

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

2. Permanent Part-time Benefits

- (a) (i) Permanent Part-time Employees who complete the equivalent of six (6) months (e.g. nine hundred and thirteen (913) hours) continuous service and who opt for benefit coverage shall commence such coverage on the first day of the month immediately following the completion of the equivalent of six (6) months continuous service. The twelve percent (12%) of regular salary shall continue to be paid during the period between the completion of the equivalent of six (6) months continuous service and the commencement of benefit coverage. Benefits referred to in this sub-section 2 are: B. C. Medical Plan; MSA. Extended Health; Group Life Insurance; Group Income Continuance and Dental Plan and those referred to below in (b) to (i) inclusive.
- (ii) At the time a Permanent Part-time Employee is provided with the choice to remain on pay in lieu of benefits, or to commence benefit coverage, the Employee shall be advised that their decision of pay in lieu of benefits has to be made and communicated to the Director of Personnel or their designate within five (5) working days of being given said choice. When the choice has been given to the Employee, but the Employee fails to advise the Director of Personnel or their designate of the Employee's decision within the stated five (5) working days, they shall be deemed to have chosen pay in lieu, and shall be paid accordingly.
- (b) Past Service Recognition Plan shall commence. for Employees who were appointed Permanent Part-time 1987 December 31 or before following the completion of five (5) consecutive years of service with payment based on hours worked in the fifth (5th) year, i.e. sixty dollars (\$60.00) per year or one half day's pay, whichever is greater, pro-rated in each case. Increments every five (5) year period to be based on the hours worked in the fifth (5th) year of the cycle. There is no Past Service Recognition Plan Pay or Service Pay for Employees hired 1988 January 01, or after.
- (c) Superannuation contributions shall commence (for those qualified under the terms of the Pension (Municipal) Act) on the first (1st) day of the pay period following Permanent status. Participation in the Superannuation Plan shall be in accordance with the Pension (Municipal) Act.

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

- (i) Where an Employee is contributing to the Municipal Superannuation Plan and that Employee's status changes to qualify them to receive a percentage of their pay in lieu of fringe benefits, the Pension (Municipal) Act requires that Employee to continue to contribute to the Plan regardless. The employer is also required by the Act to continue its contributions to the Plan.
- (ii) This Schedule "F" provides for the payment of 12% and 16% of a qualified Employee's rate of pay in lieu of fringe benefits.
- (iii) An Employee covered by paragraph (i) whose employment status changes to qualify them for the percentage in lieu of fringe benefits payment shall have the percentage calculated by the following formula:

percentage in lieu payment

Less employer cost of Superannuation contribution for Employee

Equals actual per hour percentage in lieu payment to Employee

An example:

16% in lieu payment

Less 8.05% (employer cost of Superannuation contribution for Employee)

Equals 7.95% (actual per hour percentage in lieu payment to Employee)

- (d) Retirement payments where applicable shall be based on the hours worked in the twelve (12) consecutive month period immediately preceding the Permanent Part-time Employee's date of retirement.

- (e) (i) Sick Leave credits will only be accumulated by Permanent Part-time Employees who, following the completion of the equivalent of six (6) months continuous service, opt for coverage under the benefits listed in sub-section 2 (a) above. Accumulation of sick Leave credits will commence from the first (1st) day of the month immediately following the completion of the equivalent of six (6) months continuous service. Sick Leave credits will be based on one and two-thirds (1-2/3) days per month, pro-rated. Maximum accumulation of sick leave credits will be based on two hundred and eighty (280) days annually, pro-rated. A Permanent Part-time Employee qualifying for Sick Leave credits will not be eligible for paid sick leave until the first (1st) day of the month immediately following the commencement of accumulation of sick Leave credits. Such paid sick leave will continue only to the extent that the Permanent Part-time Employee has Sick Leave credits.
- (ii) The twelve percent (12%) of regular salary paid in lieu of benefits will cease on the calendar day immediately preceding the first day of the month which immediately follows the completion of the equivalent of six (6) months continuous service (as per sub-section 2(a)).
- (iii) Effective 1995 March 28, Annual Sick Leave credits in the following year shall be pro-rated and reduced as follows:
- A. Up to twenty (20) continuous working days of absence due to Sick Leave between January 1st and December 31st will not result in any reduction of Sick Leave credits.
- B. Twenty-one (21) continuous working days of Sick Leave or more, between January 1st and December 31st will result the pro-rating of Sick Leave Credits according to the following formula:
- $$\frac{\text{No. of Continuous Working Days Absence}}{261 \text{ working days}} \times 20 \text{ day}$$
- C. Cumulative absences of forty (40) working days or more on Workers' Compensation Leave and/or Sick Leave between January 1st and December 31st will result the pro-rating of Sick Leave Credits according to the following formula:
- $$\frac{\text{No. of Cumulative Working Days Absence}}{261 \text{ working days}} \times 20 \text{ days}$$

- (f) Gratuity Credits will only be accumulated by Permanent Part-time Employees who qualify for accumulated Sick Leave shown in sub-section 2(e) above. Gratuity credits and deductions will be in accordance with Section 8(k) of the Collective Agreement to which this Schedule is attached but are pro-rated.
- (g) Paid Illness in the Family leave from Sick Credits will be in accordance with the Collective Agreement, but only for those Permanent Part-time Employees who qualify to accumulate Sick Leave credits. Any deductions will be based on a maximum of five (5) days, pro-rated
- (h) (i) Paid Annual Vacation leave shall be provided only for those Permanent Part-time Employees who have opted for coverage under the benefits listed in sub-section 2(a) above. Vacation entitlement will be in accordance with Section 11 of the Collective Agreement to which this Schedule is attached and will be pro-rated.
- (ii) A qualified Permanent Part-time Employee will commence service for the purpose of earning the first (1st) part calendar year's vacation entitlement from the first (1st) day of the month following completion of the equivalent of six (6) months continuous service.
- (iii) After the first (1st) part calendar year of service, vacation entitlement will be calculated from the original date of continuous employment.
- (iv) Annual Vacation credits in the following year shall be pro-rated and reduced as follows:
- A. Up to seventy-nine (79) cumulative working days of absence on Workers' Compensation Leave and/or Sick Leave between July 1st and the next following June 30th will not result in any reduction of Vacation entitlement.
- B. Cumulative absences of eighty (80) working days or more on Workers' Compensation Leave and/or Sick Leave between July 1st and the next following June 30th will result the pro-rating of Vacation Credits according to the following formula:

$$\frac{\text{No. of Cumulative Working Days Absence}}{261 \text{ working days}} \times \text{No. Days Vacation Entitlement}$$

C. Under no circumstances shall Vacation entitlement arising from the exercise of 11(e)(vii) B be reduced below fifteen (15) working days of Vacation entitlement.

- (i) Paid Public Holiday leave shall be provided only for those Permanent Part-time Employees who have opted for coverage under the benefits listed in sub-section 2(a) above. Paid Public Holiday leave will be provided in accordance with Section 12 of the Collective Agreement to which this Schedule is attached. Pay for time worked on a Statutory Holiday shall be paid for at one and one-half (1-1/2) times the Employee's regular hourly rate of pay. In addition, pay for the day which is taken off to observe the Statutory Holiday shall be for a full regular day (of the Employee), except for Employees who are receiving a percent in lieu of benefits, in which case there is no pay.
- (j) Seniority will be effective from the first (1st) day of employment, provided the employment has been continuous.
- (k) Overtime Pay Meal Period and Meal Allowance for Permanent Part-time Employees shall be as shown in Section 5 of this Schedule "F".

3. Temporary Employees

- (a) Temporary Employees shall be entitled to twelve (12%) of regular earnings which premium payment shall be considered to be in lieu of all benefits including those providing time off with pay such as bereavement leave, etc.
- (b) Commencing on the first (1st) day of the month immediately following a Temporary Employee being classed as Permanent one of the following shall apply:
  - (ij) If Permanent Full-time. the Employee shall be covered by all the benefits provided by Section 8 of the Collective Agreement to which this Schedule is attached. or



- (ii) If Permanent Part-time and following the completion of the equivalent of six (6) months continuous employment and if further the Employee has opted for coverage under the benefits covered by Section 8 of the Collective Agreement, to which this Schedule is attached, the Employee shall be covered by all the benefits provided by that Section.
  - (iii) In cases where a Temporary Employee has opted for benefits, the percentage payment shall continue from the date of Permanent status to the day immediately preceding the date the benefit coverage is to commence.
- (c) In addition to the benefits referred to in 3(b) above, Temporary Employees being classed as Permanent Full-time and Temporary Employees being classed as Permanent Part-time and having opted for benefits coverage shall be entitled to the following:
- (i) Past Service Recognition Plan shall commence, for Employees who were hired 1987 December 31 or before and are appointed into a Permanent position during 1988 without any break in service following the completion of five (5) consecutive years of service provided the Employee is permanent at the time the Employee completes five (5) years of service. Payment will be based on the hours worked in the fifth (5th) year, i.e. sixty dollars (\$60.00) per year or one half day's pay, whichever is greater, pro-rated in each case where applicable. Increments will be in accordance with Section 8(m) of the Collective Agreement to which this Schedule is attached. There is no Past Service Recognition Plan Pay or Service Pay for Employees who do not meet the criteria shown in the first sentence of this sub-section (c)(i).
  - (ii) Membership in the Municipal Superannuation Plan will commence from the first (1st) day of the pay period immediately following Permanent status. provided always that the Employee has completed six (6) months continuous service (or the equivalent). Participation in the Plan will be in accordance with the Pension (Municipal) Act.
  - (iii) Retirement payments will be in accordance with Section 8(i) of the Collective Agreement to which this Schedule is attached.

- (iv) A. Sick Leave credits will be accumulated from the first day of the month following Permanent status for Permanent Full-time and Permanent Part-time Employees, provided always that the Permanent Part-time Employee has completed the equivalent of six (6) months continuous service. Credits will be accumulated in accordance with section 8(j) of the Collective Agreement to which this Schedule is attached. A Permanent Part-time Employee qualifying for Sick Leave credits will not be eligible for paid sick leave until the first day of the month immediately following the commencement of accumulation of Sick Leave credits. Such paid sick leave will continue only to the extent that the Permanent Employee has Sick Leave credits.
- B. The applicable percentage of regular salary paid in lieu of benefits will cease on the calendar day immediately preceding the first day of the month which immediately follows the date of Permanent Employee status or, in the case of a Permanent Part-time Employee with less than the equivalent of six (6) months continuous service, the percentage will cease on the calendar day immediately preceding the first day of the month which immediately follows the completion of the equivalent of six (6) months continuous service.
- (v) Gratuity credits will only be accumulated and taken by Employees with Permanent status in accordance with Section 8(k) of the Collective Agreement to which this Schedule is attached, but are pro-rated where required.
- (vi) Illness in Family leave will be granted following Permanent status in accordance with Section 8(l) of the Collective Agreement to which this Schedule is attached.
- (vii) Paid Annual Vacation and Public Holiday leave shall be provided in accordance with Sections 11 and 12 respectively of the Collective Agreement to which this Schedule is attached only for Temporary Employees who have been assigned Permanent status as either:
  - (a) a Permanent Full-time Employee, or as

- (b) a Permanent Part-time Employee who has opted for benefit coverage in lieu of the percentage payment
- (c) Service for the purpose of earning the first (1st) part calendar year's vacation entitlement will commence from the date of Permanent status. After the first (1st) **part** calendar year of service, vacation entitlement will be calculated from the original date of continuous employment.

(viii) Public Holidays while Temporary

Statutory Holiday time off shall be provided in accordance with Section 12 of the Collective Agreement to which this Schedule is attached. Pay for time worked on a Statutory Holiday shall be paid at one and one-half (1-1/2) times the Employee's regular hourly rate of pay. (No pay is paid for the day off observed for the Statutory Holiday. Pay is included in the % in lieu).

- (ix) When Permanent. Seniority will be effective from the first (1st) day of continuous employment.
- (x) Overtime for Full-time Temporary Employees commences only when the Full-time daily and Full-time weekly hours are passed.
- (xi) Overtime Pay, Meal Periods and Meal Allowance for non-Full-time Temporary Employees shall be as shown in Section 4 below

4. Public Holidays for Casual Employees

Time worked on a Statutory Holiday shall be paid at one and one-half (1-1/2) times the Employee's regular hourly rate of pay. (No pay is paid for the day off observed for the Statutory Holiday. Pay is included in the % in lieu).

5. Overtime Pay, Meal Periods and Meal Allowances

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

(a) Overtime Pay

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

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

(b) Meal Period and Meal Allowance

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

Revised 1994 January 01

30 October, 1979

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

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

Dear Sirs:

#### PERSONNEL FILES

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

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

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

Space is provided below the Association concurrence.

Yours truly,

*Walter D. Reynolds*

Walter D. Reynolds  
Director of Personnel Services

*Wm. M. Marshall*

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W.M. Marshall  
Business Agent

Date 1981 November 03

**CARRIED FORWARD AND  
EFFECTIVE FOR THE TERM OF  
THE 1994/1996 COLLECTIVE  
AGREEMENT**

Revised 1994 January 01

30 October, 1979

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

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

### SHOP STEWARDS

This confirms our agreement that:

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

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

Space is provided below for Association concurrence.

Yours truly,

*Walter D. Reynolds*

Walter D. Reynolds  
Director of Personnel Services

*Wm. M. Marshall*

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W.M. Marshall  
Business Agent

**CARRIED FORWARD AND  
EFFECTIVE FOR THE TERM OF  
THE 1994/1996 COLLECTIVE  
AGREEMENT**



Letter of Understanding - Administrative Regulations

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

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

FOR THE MUNICIPALITY:

\_\_\_\_\_  
*Walter D. Reynolds*

\_\_\_\_\_

Date: 23 November 1984

FOR THE ASSOCIATION:

*Wm. M. Marshall*

\_\_\_\_\_  
*H. Lindsay*

\_\_\_\_\_  
*B. Anderson*

\_\_\_\_\_  
*Roy Hunter*

Date: 22 November 1984

**CARRIED FORWARD AND  
EFFECTIVE FOR THE TERM OF  
THE 1994/1996 COLLECTIVE  
AGREEMENT**

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

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

1. A two percent (2%) adjustment to Truck Operators' rates of pay was negotiated into the District of Surrey 1975-1976 Collective Agreement. The two percent (2%) was added to the 31 December 1974 Truck Operator rate as at 11.59 p.m. Negotiated rates for 1975 and 1976 were added after.
2. The two percent (2%) was added for light servicing (washing, assisting in putting on chains, assisting in mounting of ploughs, checking tires, coolant, oil, lights, etc.); keeping simple records - changing tachograph cards, co-ordinating crews working with trucks and assisting in the performance of routine construction and maintenance tasks such as flagging, placing asphalt. etc.; these being additional duties which were to be performed by Surrey's Truck Operators.
3. Section 5 of the 28 May 1975 Memorandum of Agreement between ten (10) GVRD Municipal Employers and seven CUPE Locals for the 1975-1976 Agreement covered the payment of two percent (2%) for Truck Operators. Section 5 states:  
  
"Effective 11.59 p.m. on December 31, 1974 a special upward adjustment of two percent (2%) shall be made to the hourly rate of pay for all classes of Truck Driver, such adjustment being made in recognition of a similar adjustment which was made by the District of Surrey by way of compensation for additional duties and responsibilities which are to be undertaken by Truck Drivers in that Municipality for the first time during 1975. The additional duties and responsibilities which are contemplated include but will not necessarily be limited to the light servicing (washing, assisting in putting on chains, assisting in mounting of ploughs, checking tires, coolant, oil, lights, etc.); keeping simple records - changing tachograph cards; co-ordinating crews working with trucks and assisting in the performance of routine construction and maintenance tasks such as flagging, placing asphalt. etc."

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

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

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

5. On 20 January, 1976 G. Leslie, Director GVRD Labour Relations, confirmed to Regional Personnel Directors that jurisdictions are entitled to require that their Truck Drivers actually perform the particular duties and \_\_\_\_\_ t the particular responsibilities which were added to the duties and responsibilities of Surrey Truck Drivers during 1975. Mr. Leslie also added:

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

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

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

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

\_\_\_\_\_ en

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

Parks Department

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

**CARRIED FORWARD AND  
EFFECTIVE FOR THE TERM OF  
THE 1994/1996 COLLECTIVE  
AGREEMENT**

Revised 1994 January 01

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

Attention: Wm. M. Marshall - Business Agent

Dear Sirs:

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

Yours truly,

*Walter D. Reynolds*

Walter D. Reynolds  
Director of Personnel Services

**CARRIED FORWARD AND  
EFFECTIVE FOR THE TERM OF  
THE 1994/1996 COLLECTIVE  
AGREEMENT**

Revised 1994 January 01

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

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

Dear Sirs:

Introduction of New Employees to Association Stewards/Representatives

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

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

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

Yours truly,

*Walter D. Reynolds*

Walter D. Reynolds  
Director of Personnel Services

cc: I. T. Lester

**CARRIED FORWARD AND  
EFFECTIVE FOR THE TERM OF  
THE 1994/1996 COLLECTIVE  
AGREEMENT**

LETTER OF UNDERSTANDING  
Between  
THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER  
And  
THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION,  
LOCAL 395

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

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

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

FOR THE MUNICIPALITY:

*J.D. Allan*

---

*Walter D. Reynolds*

---

*Kevin Pike*

---

*Barr?, Lambert*

---

FOR THE ASSOCIATION

*Ron Ward*

---

*Gary Watt*

---

*W. Marshall*

---

CARRIED FORWARD AND  
EFFECTIVE FOR THE TERM OF  
THE 1994/1996 COLLECTIVE  
AGREEMENT

## LETTER OF UNDERSTANDING

Between

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

And

THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION  
("the Association")

### **REGARDING THE "THREE REVIEWS"**

This Letter of Understanding reflects agreements reached between the Municipality and the Association regarding:

- Labourer and Park Attendant Progression,  
Outside Supervisors' Classification Levels, and Pay Ranges,  
Pay for Acting Supervisors.

Except as specifically shown, all changes incorporated into this Letter of Understanding shall be effective 1992 January 01.

1. Labourer and Park Attendant Progression:

- (a) Each category, i.e. Labourer and Park Attendant, will have one classification to be known as Labourer and Park Attendant, respectively. Each classification will have two pay steps:

Step 1 is equal to, and will replace the Labourer 1 and Park Attendant 1 hourly pay rate;

Step 2 is equal to and will replace the Labourer 2 and Park Attendant 2 hourly pay rate.



The new classification and pay structure is shown in Schedule 1, attached to and forming a part of this Letter of Understanding.

- (b) Progression from Step 1 to Step 2 will occur:
  - i) upon completion of twelve (12) consecutive months employment as a Permanent Labourer. or as a Permanent Park Attendant
  - ii) upon satisfactory completion of specific related courses; for example, BCIT Public Works courses. or Kwantlen College Horticultural courses. or equivalentents
  - iii) upon satisfactory performance relative to the **work**.
- (c) New appointees into Permanent Labourer or Permanent Park Attendant positions, shall be advised, at the time of appointment, of the courses they are required to satisfactorily complete prior to qualifying for progression from Step 1 to Step 2 of the pay scale.
- (d) The probation period for appointees into Permanent Labourer or Permanent Park Attendant positions shall be six (6) months. After successful completion of the six (6) month probation period, the Employee shall be confirmed as a Permanent Employee.
- (e) Temporary Labourers and Temporary Park Attendants shall remain at Step 1 of the pay scale throughout the duration of any temporary term of employment as a Labourer or as a Park Attendant.
- (f) Employees who, at the date of signing this Letter of Understanding, are classified as Permanent Labourer 1's or Permanent Park Attendant 1's and who have completed twelve (12) months employment as a Permanent Labourer 1 or Permanent Park Attendant 1, shall move to Step 2 of the Labourer or Park Attendant pay scale. retroactive to the date they had completed twelve (12) continuous months of employment as a Permanent Labourer 1 or Permanent Park Attendant 1, or effective 1992 January 01, whichever date is later.

- (g) Effective with the date of signing this Letter of Understanding, the use of the classifications of Labourer 3 and Park Attendant 3 shall be frozen and used only for those Employees who are referred to in sub-section 1.(h) below. Those Labourer 3 and Park Attendant 3 positions held by the Employees referred to in sub-section 1.(h) below shall be eliminated through attrition. As of the date of signing this Letter of Understanding, no new appointments shall be made into the classifications of Labourer 3 or Park Attendant 3.
- (h) Employees who, at the date of signing this Letter of Understanding, are classified as Labourer 3 or Park Attendant 3 shall be "red circled", but shall continue to receive the wage increases negotiated from time to time for the Outside section of the Inside/Outside bargaining unit. The Employees covered by this sub-section 1.(h) are:
  - D. Craig
  - B. Elgar
  - F. Hall
  - G. Iacoviello
  - D. Isaac
  - A. Loranjo (retired, 1992 Dec. 26)
  - K. Nestor
  - K. Rydberg
- (i) Schedule 3, attached to and forming a part of this Letter of Understanding, details the impact of the changes referred to in this Section 1, errors and omissions excepted.
- (j) New Classification Specifications will be prepared and issued for the Labourer and Park Attendant classifications. (Anomalies accepted for Messers Topham and Vosper regarding course requisites)

2. Outside Supervisor Classification Levels and Pay Ranges

- (a) The classifications, classification levels and related salary ranges for 1992 and 1993, as shown in Schedule "D" of the 1991-1993 Collective Agreement shall be substituted with the revised classifications, classification levels and wage rates, for 1992 and 1993, as shown in Schedule 2, attached to and forming a part of this Letter of understanding.
- (b) As shown in Schedule 2, the new Supervisor classification and classification levels replace the existing Supervisor classifications and classification levels as follows:

New	Replaces
Supervisor 1 to 3	Supervisor 1 to 4, No Trades, Part Trades, Full Trades
Trades Supervisor	Painter 3, Skilled Tradesman (Supervisor); Carpenter 3, Skilled Tradesman (Supervisor); Mechanic 3, Skilled Tradesman (Supervisor)
Parks Mechanic Supervisor	Supervisor - Parks Mechanic
Equipment Maintenance Supervisor	Equipment Maintenance Supervisor

- (c) The Supervisor 1 classification shall be used for acting appointments and summer Supervisor hiring. Progression from Step 1 to Step 2 of the Supervisor 1 wage scale shall occur following satisfactory performance and the completion of 2088 hours worked as Supervisor 1 during consecutive periods of employment.
- (d)
  - i) Except for the anomalies shown in sub-section 2(g), the Supervisor 2 classification will encompass all Employees who are currently classified as Supervisor 2, regardless of Supervisor type (No Trades, ~~Part~~ Trades, Full Trades), and pay level.
  - ii) Progression between steps of the Supervisor 2 wage scale shall occur on an annual basis, provided an incumbent has satisfactorily performed their duties in the twelve (12) consecutive months leading up to the Employee's increment date.
- (e)
  - i) Except for the anomalies shown in sub-section 2.(g) the Supervisor 3 classification will encompass all Employees who are currently classified as Supervisor 3 or Supervisor 4, regardless of Supervisor type (No Trades. Part/Full Trades), and pay level.
  - ii) Progression between steps of the Supervisor 3 wage scale shall occur on an annual basis. provided the incumbent has satisfactorily performed their duties in the twelve (12) consecutive months leading **up** to the Employee's increment date.

- iii) It is agreed that Supervisor 3 incumbents are considered to be their respective Superintendents' second-in-command. (NOTE: where more than one Supervisor 3 is employed in a section, opportunities for "acting in a higher capacity", i.e. at the Superintendent level, will be accommodated at the discretion of the relevant Manager.)
- (f)
  - i) New Classification Specifications will be prepared and issued for Supervisor 1, 2 and 3.
  - ii) The Classification Specifications for Parks Mechanic Supervisor and Equipment Maintenance Supervisor will be updated as required and will then be re-issued.
- (g) Supervisor anomalies are:
  - i) M. Johnson is reclassified as Supervisor 3, Step 1, effective 1992 May 20, or from the first day of the pay period closest to that date.
  - ii) J. McConnan is reclassified as Supervisor 3, Step 2, effective 1992 May 20, or from the first day of the pay period closest to that date.
  - iii) J. Cusanelli will be reclassified to Supervisor 3, Step 2, effective 1992 May 20, or from the first day of the pay period closest to that date. In addition, Mr. Cusanelli will serve a twelve (12) month probation period as Supervisor 3, which commences the first working day following the date of signing this Letter of Understanding.
  - iv) D. Pasko is reclassified to Supervisor 2, Step 1, effective 1992 August 12.
  - v) M. Martins and B. Desisto are reclassified to Supervisor 2, Step 1, effective 1992 January 01.
  - vi) L. Wilson is reclassified to Supervisor 2, Step 1, effective 1992 September 07.
  - vii) The Supervisor 2 position currently filled by G. Diessel will not be filled when Mr. Diessel vacates (for whatever reason) that position.

3. Schedule 3, 1992 Cost Impact

Subject to errors and omissions being excepted. Schedule 3, attached to and forming a **part** of this Letter of Understanding, details the impact on Employees of the agreements contained in this Letter of Understanding.

4. Acting Pay

Notwithstanding sub-section 2(c), the principles to be followed when determining the level of pay for acting Supervisors shall be:

- i) the appointed acting Supervisor will be paid a rate which is higher than the highest paid classification supervised.

EXCEPT

- ii) where a Powderman is a member of the crew supervised, in which case, the acting Supervisor shall be paid at a rate above the highest paid classification supervised. (excluding the Powderman rate).

Dated 1993 ~~August~~ 05 in West Vancouver in the Province of British Columbia.

FOR THE MUNICIPALITY:

B. Lambert

T. Anderson

\_\_\_\_\_

\_\_\_\_\_

FOR THE ASSOCIATION:

Ron Ward

Wm. Marshall

\_\_\_\_\_

\_\_\_\_\_

Schedule 1 to the "Three Reviews" Letter  
of Understanding between the  
Municipality and the Association

LABOURER AND PARK ATTENDANT  
CLASSIFICATIONS AND  
PAY LEVELS  
(Effective 1992 January 01)

		<u>Step 1</u>	<u>Step 2</u>
Labourer	(a)	\$15.70	\$15.90
	(b)	15.90	16.10
	(c)	16.62	16.82
Labourer 3	(a)	16.14	
	(b)	16.34	
	(c)	17.06	
Park Attendant	(a)	15.70	15.90
	(b)	15.90	16.10
	(c)	16.62	16.82
Park Attendant 3	(a)	16.14	
	(b)	16.34	
	(c)	17.06	

- (a) 1992 January 01
- (b) 1992 July 01
- (c) 1993 January 01

Schedule 2 to the "Three Reviews" Letter  
of Understanding between the  
Municipality and the Association

SUPERVISOR PAY RATE STRUCTURE

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Supervisor 1	(a)	\$16.53	\$18.07	-
	(b)	16.73	18.27	-
	(c)	17.45	18.99	-
Supervisor 2	(a)	18.03	19.72	21.40
	(b)	18.23	19.92	21.60
	(c)	18.95	20.64	22.32
Supervisor 3	(a)	20.08	21.21	22.34
	(b)	20.28	21.41	22.54
	(c)	21.00	22.13	23.26
Trades Supervisor	(a)	21.21	-	-
	(b)	21.41	-	-
	(c)	22.13	-	-
Parks Mechanic Supervisor	(a)	21.21	-	-
	(b)	21.41	-	-
	(c)	22.13	-	-
Equipment Maintenance Supervisor	(a)	21.21	22.34	-
	(b)	21.41	22.54	-
	(c)	22.13	23.26	-

- (a) 1992 January 01
- (b) 1992 July 01
- (c) 1993 January 01

Schedule 3 to the "Three Reviews" Letter of Understanding between the Municipality and the Association

93 Jne 10		LABOURER & PARK ATTENDANT/SUPERVISOR REVIEWS		Rates are 1992 July 01 - assumed to be in place all 1992	
AGREED SOLUTIONS					
DEPARTMENT & EMPLOYEE NAME	CLASSIFICATION	LABOURER & PARK ATTENDANT REVIEW RECOMMENDATIONS		SUPERVISORS REVIEW RECOMMENDATIONS	
<b>PARKS</b>					
CORREIA, F.	P A 2	P.A.	Step 2		
CRAIG, D.	P A 3	Red Circle at P.A. 3			
ELGAR, B	P A 3	Red Circle at P.A. 3			
GRAHAM, E.	P A 1	P.A. 2 from 92/01/01			
HALL, F.	P A 3	Red Circle at P.A. 3			
HASSALL, R.	P A 1	P.A. 2 from 92/02/26			
IACOVIELLO, G.	P A 3	Red Circle at P.A. 3			
ISAAC, D.	P A 3	Red Circle at P.A. 3			
JOHNSON, M	Supervisor 2 - No Trades			Supervisor 3 (Parks)	Step 1
LARANJO, A	P A 3	Red Circle at P.A. 3			
MCCONNAN, J.	Supervisor 2 - Trades			Supervisor 3 (Parks)	Step 2
MCKELL, S.	P A 2 Eff 92/01/01 to 92.11/02 (Perm)				
NESTOR, K.	P A 3	Red Circle at P.A. 3			
RYDBERG, K.	P A 3	Red Circle at P.A. 3			
SCHMID, P.	P A 1	P.A. 2 from 92/01/01			
TOPHAM, D	P A 1	P.A. 2 from 92/01/01			
TURNBULL, P.	P A 1	P.A. 2 from 92/12/01			
VOSPER, R.	P A 1	P.A. 2 from 92/01/01			
WALSH, B	P A 1	P.A. 2 from 92/12/01			
BARDBURY, K.	Supervisor 2 - Part Trade			Supervisor 2 (Parks)	Step 3
DIESSEL, G *	Supervisor 2 - No Trades			Supervisor 2 (Parks)	Step 2
LAWRENCE, A	Supervisor 2 - No Trades			Supervisor 2 (Parks)	Step 2
PASKO, D	Supervisor 1 - No Trades			Supervisor 2	Step 1
STADDON, R.	Supervisor 2 - No Trades			Supervisor 2 (Parks)	Step 2
WOODWARD, I	P A 2	P.A.	Step 2		
HAYASHI, N	Carpenter 3 - Shilled Supervisor			Supervisor Trades	
MCHALE, L	Park Mechanic Supervisor			Supervisor Trades	
<b>PUBLIC WORKS</b>					
Waterworks					
FITZGERALD, J	Labourer 2	Labourer	Step 2		
ANDERSON, B	Supervisor 3 PT/F - Trade			Supervisor 3 (Public Works)	Step 3
DELLI PIZZI, A	Supervisor 2 - No Trades			Supervisor 2 (Public Works)	Step 2
DESISTO, B	Supervisor 1 - No Trades			Supervisor 2	Step 1
Sewers					
AUDIA, G	Labourer 2	Labourer	Step 2		
CUSANO, M	Labourer 2	Labourer	Step 2		
MILLER, M	Labourer 1	Labourer 2 from 92/09/23			
MOODY, G	Labourer 2	Labourer	Step 2		
ROBERTS, M	Labourer 2	Labourer	Step 2		
ZEPEDEO, C	Labourer 2	Labourer	Step 2		
CASSETTA, G	Supervisor 2 - No Trades			Supervisor 2 (Public Works)	Step 2
DRAGONETTI, D	Supervisor 3 - No Trades			Supervisor 3 (Public Works)	Step 2
Roads & Streets					
ANTIFEAU, M	Labourer 1	Labourer 2 from 92/10/06			
MORETON, B	Labourer 2	Labourer 2	Step 2		
WILSON, L	Supervisor 1 - No Trades			Supervisor 2	Step 1
WINDSOR, T	Labourer 2	Labourer	Step 2		
CUSANELLI, J	Supervisor 2 - Part Trade			Supervisor 3 (Public Works)	Step 2
MARTINS, M	Supervisor 1 - No Trades			Supervisor 2	Step 1
HOHLER, T.	Painter 3 - Shilled Supervisor			Supervisor Trades	
Garage					
LAUT, W.	Equip. Maintenance Supervisor			Equip Maint Supervisor	Step 2

\* = Classification assigned to this Employee  
13450594 001/AGREEMNT



1994 July 14

Our File:

1345-05-94

West Vancouver Municipal Employees' Association  
#118 - 2419 Bellevue Avenue  
West Vancouver, BC  
V7V 4T4

Attention : Mr. Ron Ward  
President

Dear Ron:

**Re: Supervisors Progression and 1994 Association Proposal 25(b)**

Section 2(e)(iii) of the 1993 August 05 "Three Reviews" Letter of Understanding states:

"It is agreed that Supervisor 3 incumbents are considered to be their respective Superintendent's second-in-command. (NOTE: where more than one Supervisor 3 is employed in a section, opportunities for "acting in a higher capacity", i.e. at the Superintendent level, will be accommodated at the discretion of the relevant Manager.)"

This will confirm the 1994 March 25 assurance that there was no intention on either party's part to restrict the access of Trades Employees to supervisory positions, or to supervisory skills training; nor was there any intention on the Municipality's part to remove a Trades Employee's ability to act for their Superintendent.

Your concurrence with the contents of this letter is requested by signing below. Copies of this letter, once concurred by you, will be distributed to all appropriate management staff for their information, and we request the Association to distribute copies to the appropriate Association members.

Yours truly

*Walter*

Walter D. Reynolds  
Director of Personnel Services

→WDR/sdm  
13450594.012/LRC

c.c. - J.D. Allan, Municipal Manager  
- B. Lambert, Director of Operations  
- K. Pike, Director of Parks and Recreation

On behalf of the Association, I concur  
with the above assurances

Signed: R. Ward

Position: President

Date: 95/02/28

LETTER OF UNDERSTANDING  
Between  
THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER  
And  
THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION

**Re: Benefit Premium Split Adjustments**

The parties agree to meet in committee at the conclusion of bargaining, and after both parties have ratified the Memorandum of Agreement, to work toward a cost neutral adjustment to current premium share arrangements for Medical, Dental, Extended Health, Long Term Disability Insurance, and Group Life Insurance premiums. (This is an extension of the "Joint Benefits Committee" work done during bargaining.)

The parties agree that two principles are paramount in concluding a successful agreement in this area. They are:

1. Any changes to premium sharing be cost neutral for both the Employees and the District.
2. Changes to premium sharing will result in minimizing taxable benefit costs to Employees.

(Exception to the above would be if the Employees, at 100% their cost, wish to extend the benefits.)

Finally, it is understood, that while it was expressly agreed that the parties would attempt to reach an agreement on this issue by the first of the month following three months from the date of ratification (i.e. by 1995 December 01), time extensions would be afforded to both parties by mutual agreement. (For historical purposes it is also noted that it is the Employer's understanding that the Association wants to review in further detail the impact on individual Employees, as there was insufficient time to do this prior to ratification.)

Should agreement not be reached on this issue prior to the expiration of this Collective Agreement (1994 **January** 01 through 1996 December 31), this Letter of Understanding terminates on 1996 December 31.

It is understood that premium sharing arrangements in existence prior to 1994 January 01 will continue in full force and affect during the period that these committee negotiations are ongoing, and afterward, should these committee negotiations not reach a mutually acceptable alternative arrangement.

Dated 1996 \_\_\_\_\_ in West Vancouver in the Province of British Columbia,

FOR THE MUNICIPALITY:

*J.D. Allen*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

FOR THE ASSOCIATION:

*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1995 January 19

Our File: 1345-05-94

West Vancouver Municipal Employees' Association  
#118 - 2419 Bellevue Avenue  
West Vancouver, BC  
V7V 4T4

*Attention: Mr. Ron Ward  
President*

Dear Ron:

**Re: 1994 Inside/Outside Bargaining Employer Proposal 12, Graduated Return to Work (was "Light Duties")**

This confirms the agreement reached at the 1994 December 01 bargaining meeting, where:

1. Between 1994 December 01 and 1996 January 01, the Municipality will develop and introduce a Graduated Return to Work Program for the Inside/Outside bargaining unit;
2. Based on discussion at the 1994 December 01 meeting, the Municipality will not be introducing a Classification/Reclassification Review Moratorium. Rather, the Municipality will scrutinize all review requests received and will discuss those requests with the Association regarding why we will, or will not conduct the requested review. In addition:
  - (a) Within two months of the ratification of the 1994 Settlement, we will provide the Association with a schedule of the group reviews to be conducted during 1996 and 1997;
  - (b) We confirm our commitment to develop a "Maintenance Plan" which will be used to follow-up conducted reviews after a specific period of time has elapsed since the original review;
  - (c) We will provide to the Association, a summary of each review conducted. This will be provided at the time we communicate the results of a review to the Association. Where the Association requests additional information on a specific review, such information shall not unreasonably be withheld.

- 3. During 1995, the Municipality will discuss with the Association the concept of grouping (referred to in our bargaining meeting as "clumping"), its pro's and con's, and what such a style of group job review might entail.
- 4. The Association withdrew its Proposal Number 19, Reclassification.

We believe the above items reflect the resolution of Employer Proposal Number 12 and Association Proposal Number 19. If the above also reflects the Association's understanding, please sign below to acknowledge such understanding, and return a signed copy of this letter to me. If, however, the above items do not reflect the Association's understanding of our agreements, please contact me.

Yours truly

*W.D. Reynolds*

Walter D. Reynolds  
 Director of Personnel Services

→WDR

I:\DOCUMENT\PERSONEL\PROPOSAL\13450594.006

For the Association, agreeing that the above items reflect the Associations' understanding of the agreement reached.

*R. Ward*

\_\_\_\_\_  
 (Name)

95/01/20

\_\_\_\_\_  
 (Date)

## LETTER OF UNDERSTANDING

Between

The Corporation of The District of West Vancouver

And

West Vancouver Municipal Employees' Association

1. Effective the Monday following ratification of the 1994 Inside/Outside settlement by the parties, Garage Mechanics will start a 4-day work week, ten (10) hours per day, on the Shift Schedule #1 cycle worked during the Trial. that is, 07:30 to 18:00, Monday to Friday. Days off to be staggered.
2. The normal Shift Schedule shall be Trial Shift Schedule #1. See Attachment "A" to this Letter of Understanding for details of the Trial Shift Schedule #1.
3. Thirty (30) calendar days' notice is required to move the Mechanics to Shift Schedule #3 (of the Trial). if and when required. See Attachment "A" to this Letter of Understanding for details of the Trial Shift Schedule #3. The notice would specify the period of time the Shift Schedule #3 would be in effect. Periodic reviews of the proposed work schedules shall occur. Such reviews shall involve the Mechanics.
4. Two calendar weeks' notice will be given by the Municipality to cancel the 4-day work week and return to a standard 5-day work week. The Association is not able to cancel the 4-day work week.
5. In emergency conditions (per Section 15(b)(iii) of the Agreement), any move to a 5-day work week shall be governed by the tentative process developed by W. Mowat and R. Ward. attached as Attachment "B" to this Letter of Understanding. Return to the 4-day work week following the cessation of the emergency conditions shall also follow the Mowat/Ward process (or its successor).
6. Section 15(a), Hours of Work. Outside Employees is waived for Mechanics only, while the 4-day work week for Mechanics exists.

Each ten (10)-hour shift shall consist of one unpaid half-hour lunch break, and two ten (10) minute paid breaks, one in the first half of the shift, the other in the second half of the shift. However, during weeks when a Statutory Holiday occurs, and extra time is worked as per Item 13 of this Proposal \*, a third ten (10) minute paid break shall be allowed. to be scheduled through the Garage Superintendent. (\* Does not apply to the "N.B." examples.)

8. The restriction regarding a minimum break of eight (8) hours free from work, except where overtime has been worked, contained in the 1991 February 06 memo from B. Lambert. Director of Operations to J. Pollitt, Manager of Public Works (and c.c.'d to others. including the Association Business Agent) will not apply to the Garage Mechanics while working a 4-day work week, PROVIDED THAT the Employment Standards Act and the Workers' Compensation Act do not preclude such exemption.
9. Overtime will be paid on time worked in excess of ten (10) hours of work. Overtime pay is to be in accordance with the Collective Agreement, including any changes bargained between the parties.
10. Shift Differential is not paid on any hours worked on the 4-day work week.
11. Continuation of Store Room responsibilities for Shift Supervisor as listed in the Trial Letter of Understanding.
12. When appointed, acting pay for the replacement Equipment Maintenance Supervisor (EMS) will be paid at Step 1 of the EMS pay range. It is understood that the Municipality may not always appoint a replacement EMS for single day absences, even if a Mechanic may perform duties considered to be from the EMS classification.
13. Statutory Holiday pay to be for eight (8) hours. with Mechanics making up two hours pay during Statutory Holiday weeks by working forty (40) minutes extra on each of the three working days in the Statutory Holiday weeks.

N.B. Other options for making up the two (2) hours on Stats include, but are not limited to:

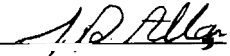
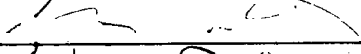

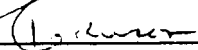
- Spreading the two (2) hours over a greater number of days (but in same pay period). however the time worked has to be meaningful (i.e. not a few minutes here and there).

- Taking the two (2) hours for each Stat from vacation or overtime banks.
- Revert to 5-day work week on weeks of Stats.;

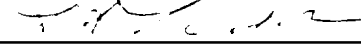

14. All to be in a Letter of Understanding, not in the body of the Collective Agreement.

Dated 1996 \_\_\_\_\_ in West Vancouver in the Province of British Columbia.

FOR THE MUNICIPALITY:

  
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FOR THE ASSOCIATION:

  
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LETTER OF UNDERSTANDING  
Between  
THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER  
And  
THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION

This Letter of Understanding reflects the agreements between the parties regarding the Terms of Reference for the twelve month trial of non-standard working hours for the Public Works' Garage staff.

1. Duration

This non-standard hours trial shall commence Monday, 1993 April 05, and terminate at the end of the pay period closest to Friday, 1994 April 01.

Cancellation of the trial (other than temporary cancellation of shifts) shall be upon 30 calendar days written notice by either **party**.

2. Hours of Work

Section 15(a). Hours of Work. Outside Employees. is waived to permit the operation of the Garage non-standard hours trial.

3. Shift Rotation

Three forms of shift rotation shall be worked during the twelve month trial. Each shift rotation format will be given a four month trial as follows:

First Format: 1993 April 05 to 1993 July 30

Second Format: 1993 August 02 to 1993 December 03

Third Format: 1993 December 06 to 1994 April 01: (or at the end of the pay period closest to Friday, 1994, April 01)

It is understood that the actual start and stop dates may vary depending on the shift rotation format.

Shift rotation formats are:

1. Monday to Friday; 07:30 to 18:00 (10 hours worked per day).
2. Monday to Friday; flexible start times between 07:30 to 09:00; flexible finish times between 18:00 to 19:30 (10 hours worked per day).
3. Monday, Tuesday, Friday and Saturday; 07:30 to 18:00 (10 hours worked per day); Wednesday and Thursday, flexible start times between 07:30 to 09:00 and flexible finish times between 18:00 to 19:30 (10 hours worked per day).

The Shift Schedule for shift rotation format #1 is attached as Schedule "1".

4. Meal Breaks

A one-half hour unpaid lunch break and two paid rest periods of ten (10) minutes each will normally be allowed to each Employee during his working shift.

5. Temporary Cancellation

The temporary cancellation of shifts may occur in the case of

- (a) Emergency - as defined by the Employer, or
- (b) Shortage of work. or
- (c) Shortage of manpower

Temporary cancellations will not occur without prior consultation with the Association. and, except in the case of emergency cancellation where it may not be possible to provide notice, twenty-four (24) hours notice of shift cancellation shall be provided to the Employees and to the Association.

6. Time Free from Work

A minimum of twelve (12) hours time off between shifts shall be allowed (subject to emergencies), except where overtime has been worked by the Employee on his previous shift.

7. Overtime

Overtime will be paid on time worked in excess of ten (10) hours of work. Overtime rates shall be as shown in the current Collective Agreement.

Saturday shall not be considered an overtime day if it is a regular scheduled day for the Employee. Overtime on Saturday commences once the Employee has completed ten (10) hours of work, and shall be paid in accordance with the Collective Agreement. If, however, the Saturday is a fifth working day for the Employee, then the hours worked on the Saturday shall be treated as overtime, and paid in accordance with the current Collective Agreement.

8. Shift Differential

No shift differential shall be paid for time worked during this trial, on any of the three shift rotation formats.

9. Statutory Holidays

Pay for Statutory Holidays shall be ten (10) hours pay per Holiday. To make-up the two hours pay per Statutory Holiday, the Employees shall each work one-half hour per day during the week immediately preceding the Holiday, (or during the week immediately following the Holiday, for example Easter Monday; or during the week in which the Holiday falls, for example, Canada Day).

10. Evaluation

An Evaluation Team made-up of:

Garage Superintendent

Director of Personnel Services

Date: 1993 March 09  
To: W.D. Reynolds, Director of Personnel  
From: John R. Goyan, Purchasing Agent  
RE: **MECHANIC SHIFT WORK - STORES REQUIREMENTS**

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I have discussed the procedures and concerns regarding the proposed mechanic shifts at the Works Yard with the Stores staff and Wayne Mowat.

Access to Stores/Warehouse will be permitted in the same manner and procedures as are presently in place for snow removal periods.

The procedure is:

1. Most items will be ordered during normal business hours using a Blue form Garage Requisition for vehicle supplies. (stocked items) or a requisition for non stocked items (white carbon form).
2. Items required after normal business hours will require the same paperwork as in #1 above. Direct warehouse access by garage staff will be permitted.
3. Paperwork must be completed within 24 hours of special parks being delivered from outside suppliers.
4. Stores staff will be advised by the Garage Supt. to increase certain stock levels to enable repairs to be completed.
5. Stores staff must report any supply problems to the Garage Superintendent by 12:00 Noon daily.
6. Stock record cards: Stores staff should review these cards and adjust stock levels in consultation with the Garage Superintendent.
7. Parts being returned to suppliers should be left with the Garage Supt. to follow up with Stores.

*JR Goyan*  
John R. Goyan. Purchasing Agent

c.c. Colin McCloy, Sandra Weiderick, Wayne Mowat

### GARAGE SHIFT CHANGE

#### THE MECHANICS SHOP SHIFT CHANGE FROM A 10 HOUR/4 DAY WORK WEEK TO AN 8 HOUR/5 DAY WORK WEEK FOR SNOW REMOVAL AND/OR EMERGENCY CONDITIONS

1. All Employees at the municipal yard, who are normally considered to be "outside Employees", work on the basis of 40 hours per week (i.e. 80 hours per pay period).
2. Regardless of what day of the week the move from 10 hours per day to 8 hours per day occurs, the mechanic must have made up his 40 hours by the end of that week.
3. Overtime would only be paid as per the collective agreement. That is, first two hours at time and a half and the balance at double time after the 10 hours were worked that day or if the mechanic has reached his 40 hour total for that week. Where an Employee has completed his 40 hours in that week, the first two and a half (2.5) hours immediately following the completion of the 40 hours is paid at time and one half (1.5) and all hours after that are to be paid at double time.
4. When the snow removal or emergency condition is over we can move from an 8 hour/5 day week to a 10 hour/4 day week at the beginning of the next full week.
5. It should be noted that mechanics (or a mechanic) may be working a 10 hour day at straight time, while others would be working on overtime. This anomaly is considered operationally acceptable.

Example:

#### SNOWFALL

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	TOTAL HOURS
10	10	8	8	4	40 HOURS
DAY OFF	10	10	10	10	40 HOURS

		<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THUR</b>	<b>ERI</b>	<b>SAT</b>	
2	Peter Coles	Off	Off	X	X	X	X	<b>WEEK 6</b>
3	Clay Ronaghan	X	X	X	X	Off	Off	Feb 28
4	Dave Boylan	X	X	X	X	Off	Off	to
6	Hugh Thomas	Off	Off	X	X	X	X	Mar 05
7	Ken Orpen	X	X	Off	Off	X	X	

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2	Peter Coles	Off	Off	X	X	X	X	<b>WEEK 7</b>
3	Clay Ronaghan	X	X	Off	Off	X	X	Mar 07
4	Dave Boylan	X	X	X	X	Off	Off	to
6	Hugh Thomas	X	X	X	X	Off	Off	Mar 12
7	Ken Orpen	Off	Off	X	X	X	X	

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2	Peter Coles	X	X	X	X	Off	Off	<b>WEEK 8</b>
3	Clay Ronaghan	Off	Off	X	X	X	X	Mar 14
4	Dave Boylan	Off	Off	X	X	X	X	to
6	Hugh Thomas	X	X	X	X	Off	Off	Mar 19
7	Ken Orpen	Off	Off	X	X	X	X	

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2	Peter Coles	X	X	X	X	Off	Off	<b>WEEK 9</b>
3	Clay Ronaghan	Off	Off	X	X	X	X	Mar 21
4	Dave Boylan	Off	Off	X	X	X	X	to
6	Hugh Thomas	X	X	Off	Off	X	X	Mar 26
7	Ken Orpen	X	X	X	X	Off	Off	

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2	Peter Coles	X	X	X	Off	Stat	Off	<b>WEEK 9</b>
3	Clay Ronaghan	Off	Off	X	X	Stat	Off	Mar 28
4	Dave Boylan	Off	Off	X	X	Stat	Off	to
6	Hugh Thomas	X	X	Off	Off	Stat	Off	April 02
7	Ken Orpen	X	X	X	Off	<b>Stat</b>	Off	

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**1994 MUNICIPAL GARAGE SHIFTS**

10 Hour Days (7:30 a.m. to 6:00 p.m.)

Monday - Saturday

Minimum Three Mechanics Per Shift

		<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THUR</b>	<b>FRI</b>	<b>SAT</b>	
2	Peter Coles	Off	Off	X	X	X	X	<b>WEEK 1</b>
3	Clay Ronaghan	X	X	X	X	Off	Off	Jan 24
4	Dave Boylan	X	X	X	X	Off	Off	to
6	Hugh Thomas	Off	Off	X	X	X	X	Jan 29
7	Ken Orpen	X	X	Off	Off	X	X	
<hr/>								
2	Peter Coles	Off	Off	X	X	X	X	<b>WEEK 2</b>
3	Clay Ronaghan	X	X	Off	Off	X	X	Jan 31
4	Dave Boylan	X	X	X	X	Off	Off	to
6	Hugh Thomas	X	X	X	X	Off	Off	Feb 05
7	Ken Orpen	Off	Off	X	X	X	X	
<hr/>								
2	Peter Coles	X	X	X	X	Off	Off	<b>WEEK 3</b>
3	Clay Ronaghan	Off	Off	X	X	X	X	Feb 07
4	Dave Boylan	X	X	Off	Off	X	X	to
6	Hugh Thomas	X	X	X	X	Off	Off	Feb 12
7	Ken Orpen	Off	Off	X	X	X	X	
<hr/>								
2	Peter Coles	X	X	X	X	Off	Off	<b>WEEK 4</b>
3	Clay Ronaghan	Off	Off	X	X	X	X	Feb 14
4	Dave Boylan	Off	Off	X	X	X	X	to
6	Hugh Thomas	X	X	Off	Off	X	X	Feb 19
7	Ken Orpen	X	X	X	X	Off	Off	
<hr/>								
2	Peter Coles	X	X	Off	Off	X	X	<b>WEEK 5</b>
3	Clay Ronaghan	X	X	X	X	Off	Off	Feb 21
4	Dave Boylan	X	X	X	X	Off	Off	to
6	Hugh Thomas	Off	Off	X	X	X	X	Feb 26
7	Ken Orpen	X	X	Off	Off	X	X	

**FIVE MECHANIC ROTATION**  
10 Hour Days  
Monday - Friday  
Minimum Three Mechanics Per Shift

		<b><u>MON</u></b>	<b><u>TUE</u></b>	<b><u>WED</u></b>	<b><u>THUR</u></b>	<b><u>FRI</u></b>	
3	Peter Coles	X	X	X	X	Off	<b>WEEK 1</b>
7	Ken Orpen	X	X	X	X	Off	July
2	Clay Ronaghan	Off	X	X	X	X	19
4	Dave Boylan	Off	X	X	X	X	to
10	Bill Laut	X	X	X	Off	X	23
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3	Peter Coles	Off	X	X	X	X	<b>WEEK 2</b>
7	Ken Orpen	Off	X	X	X	X	July
2	Clay Ronaghan	X	X	Off	X	X	26
4	Dave Boylan	X	X	X	X	Off	to
10	Bill Laut	X	X	X	X	Off	30
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3	Peter Coles	X	Off	X	X	X	<b>WEEK 3</b>
7	Ken Orpen	Off	X	X	X	X	
2	Clay Ronaghan	Off	X	X	X	X	
4	Dave Boylan	X	X	X	X	Off	
10	Bill Laut	X	X	X	X	Off	
<hr/>							
3	Peter Coles	X	X	X	X	Off	<b>WEEK 4</b>
7	Ken Orpen	X	X	X	Off	X	
2	Clay Ronaghan	X	X	X	X	Off	
4	Dave Boylan	Off	X	X	X	X	
10	Bill Laut	Off	X	X	X	X	
<hr/>							
3	Peter Coles	Off	X	X	X	X	<b>WEEK 5</b>
7	Ken Orpen	Off	X	X	X	X	
2	Clay Ronaghan	X	X	X	X	Off	
4	Dave Boylan	X	X	Off	X	X	
10	Bill Laut	X	X	X	X	Off	



FIVE MECHANIC ROTATION  
10 Hour Days  
Monday - Friday  
Minimum Three Mechanics Per Shift

		<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THUR</u>	<u>FRI</u>	
3	Peter Coles	X	X	X	X	Off	<b>WEEK 1</b>
7	Ken Orpen	X	X	X	X	Off	June
2	Clay Ronaghan	Off	X	X	X	X	14
4	Dave Boylan	Off	X	X	X	X	to
10	Bill Laut	X	X	X	Off	X	18

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3	Peter Coles	Off	X	X	X	X	<b>WEEK 2</b>
7	Ken Orpen	Off	X	X	X	X	June
2	Clay Ronaghan	X	X	Off	X	X	21
4	Dave Boylan	X	X	X	X	Off	to
10	Bill Laut	X	X	X	X	Off	25

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3	Peter Coles	X	Off	X	X	X	<b>WEEK 3</b>
7	Ken Orpen	Off	X	X	X	X	June
2	Clay Ronaghan	Off	X	X	X	X	28 to
4	Dave Boylan	X	X	X	X	Off	July
10	Bill Laut	X	X	X	X	Off	02

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3	Peter Coles	X	X	X	X	Off	<b>WEEK 4</b>
7	Ken Orpen	X	X	X	Off	X	July
2	Clay Ronaghan	X	X	X	X	Off	05
4	Dave Boylan	Off	X	X	X	X	to
10	Bill Laut	Off	X	X	X	X	09

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3	Peter Coles	Off	X	X	X	X	<b>WEEK 5</b>
7	Ken Orpen	Off	X	X	X	X	July
2	Clay Ronaghan	X	X	X	X	Off	12
4	Dave Boylan	X	X	Off	X	X	to
10	Bill Laut	X	X	X	X	Off	16

**FIVE MECHANIC ROTATION**  
 10 Hour Days  
 Monday - Friday  
 Minimum Three Mechanics Per Shift

		<b><u>MON</u></b>	<b><u>TUE</u></b>	<b><u>WED</u></b>	<b><u>THUR</u></b>	<b><u>FRI</u></b>	
3	Peter Coles	X	X	X	X	Off	<b>WEEK 1</b>
7	Ken Orpen	X	X	X	X	Off	May
2	Clay Ronaghan	Off	X	X	X	X	10
4	Dave Boylan	Off	X	X	X	X	to
10	Bill Laut	X	X	X	Off	X	14

3	Peter Coles	Off	X	X	X	X	<b>WEEK 2</b>
7	Ken Orpen	Off	X	X	X	X	May
2	Clay Ronaghan	X	X	Off	X	X	17
4	Dave Boylan	X	X	X	X	Off	to
10	Bill Laut	X	X	X	X	Off	21

3	Peter Coles	X	Off	X	X	X	<b>WEEK 3</b>
7	Ken Orpen	Off	X	X	X	X	May
2	Clay Ronaghan	Off	X	X	X	X	24
4	Dave Boylan	X	X	X	X	Off	to
10	Bill Laut	X	X	X	X	Off	28

3	Peter Coles	X	X	X	X	Off	<b>WEEK 4</b>
7	Ken Orpen	X	X	X	Off	X	May
2	Clay Ronaghan	X	X	X	X	Off	31 to
4	Dave Boylan	Off	X	X	X	X	June
10	Bill Laut	Off	X	X	X	X	04

3	Peter Coles	Of	X	X	X	X	<b>WEEK 5</b>
7	Ken Orpen	Off	N	X	X	X	June
2	Clay Ronaghan	X	X	X	X	Off	07
4	Dave Boylan	X	X	Off	X	X	to
10	Bill Laut	X	X	X	X	Off	11

**FIVE MECHANIC ROTATION**  
10 Hour Days  
Monday - Friday  
Minimum Three Mechanics Per Shift

		<b><u>MON</u></b>	<b><u>TUE</u></b>	<b><u>WED</u></b>	<b><u>THUR</u></b>	<b><u>FRI</u></b>	
3	Peter Coles	X	X	X	X	Off	<b>WEEK 1</b>
7	Ken Orpen	X	X	X	X	Off	April
2	Clay Ronaghan	Off	X	X	X	X	05
4	Dave Boylan	Off	X	X	X	X	to
10	Bill Laut	X	X	X	Off	X	09
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3	Peter Coles	Off	X	X	X	X	<b>WEEK 2</b>
7	Ken Orpen	Off	X	X	X	X	April
2	Clay Ronaghan	X	X	Off	X	X	12
4	Dave Boylan	X	X	X	X	Off	to
10	Bill Laut	X	X	X	X	Off	16
<hr/>							
3	Peter Coles	X	Off	X	X	X	<b>WEEK 3</b>
7	Ken Orpen	Off	X	X	X	X	April
2	Clay Ronaghan	Off	X	X	X	X	19
4	Dave Boylan	X	X	X	X	Off	to
10	Bill Laut	X	X	X	X	Off	23
<hr/>							
3	Peter Coles	X	X	X	X	Off	<b>WEEK 4</b>
7	Ken Orpen	X	X	X	Off	X	April
2	Clay Ronaghan	X	X	X	X	Off	26
4	Dave Boylan	Off	X	X	X	X	to
10	Bill Laut	Off	X	X	X	X	30
<hr/>							
3	Peter Coles	Off	X	X	X	X	<b>WEEK 5</b>
7	Ken Orpen	Off	X	X	X	X	May
2	Clay Ronaghan	X	X	X	X	Off	03
4	Dave Boylan	X	X	Off	X	X	to
10	Bill Laut	X	X	X	X	Off	07

Shift Supervisors covered by this Letter of Understanding shall also ensure that parts required for scheduled work are in stock, or have been requisitioned for delivery into stock, prior to the scheduled work commencing.

Attached as Attachment "C" is a 1993 March 09 memo from J. Goyan, Purchasing Agent to W. Reynolds, Director of Personnel Services which outlines in more detail the agreement between J. Goyan and W. Mowat, Garage Superintendent. regarding Shift Supervisors responsibilities with respect to the Stores.

12. Replacement Equipment Maintenance Supervisor

In the absence of the Equipment Maintenance Supervisor, pay for a replacement shall be:

- vacation absences: Acting Pay
- days off. i.e. days he is not  
schedule to work: Skilled Mechanic  
(Supervisor) Rate

It is understood that the final outcome of the Supervisor's Review may vary this Item 12, however, varying this Item 12 shall not void the balance of the terms of this Letter of Understanding.

Dated 1993 March 30.

FOR THE MUNICIPALITY:

J.D. Allan

B. Lambert

W. Reynolds

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FOR THE ASSOCIATION:

Ron Ward

Wm. Marshall

\_\_\_\_\_

\_\_\_\_\_

Mechanic Representative

- Association Representative

shall evaluate the Mechanic's production based on criteria developed by the Garage Superintendent. The criteria is:

- productivity viewed as a whole

stores issues

evaluating between the current shift schedule, and each new shift schedule as they are tried

- evaluating against a base line of standards; (Wayne to develop and communicate in advance)
- productivity loss due to:
  - (a) Statutory Holidays
  - (b) Vacation and Banked Time Off
  - (c) Absenteeism, Sick Time and WCB Claims
- lack of equipment available for service and repair between 07:30 and 16:00

other issues mutually agreed upon

11. Store Room Responsibilities

During this trial period, an additional responsibility of the Shift Supervisor, covered by this Letter of Understanding, shall include the following Stores related duties during the portion of their shift when the Stores are not manned:

- accountability for and access to stores, and
- proper completion of requisitions and paper work, and  
after hours parts delivery