SOURCE COMP

EFF. 91 0401

TERM. 90 03 31

No. OF
EMPLOYEES 340

NOMBRE
D'EMPLOYÉS

1997 - 2000

COLLECTIVE AGREEMENT

between the

CORPORATION OF THE DISTRICT OF MAPLE RIDGE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622



INDEX (cont'd)

<u>Provision</u>	Page
Supplementary Week	25
Technical Information	9
Technological and Other Changes	43
Term of Agreement	1
Termination - General	44
Termination - Vacations	26
Time Duration Employee to Regular Staff	13
Time Duration Employees - Definition	4
Time Limits	10
Time Cff for Meetings	9
Time Sheets	37
Tool Allowance	35
Training Program Transportation of Accident Victins	43
Transportation of Accident Victins	41
Transportation Allowance	36
Trial Period	14
Union-Employer Safety Committee	40
Union Security	6
Vacation Accrual	26
Vacation in Unbroken Period	26
Vacation Preference	25
Vacation Schedule	25
Workers' Compensation Board Claim.	42

INDEX (cont'd)

<u>Provision</u>	<u>P</u> :
Plural or Feminine Terms May Apply	4
Police Services - Shifts	2
Posting of Shifts	2
Preamble	
Premium Pay - Brushing	3
Premium Pay - Raw Sewage	3
Probationary Employees - Definition	
Proof of Illness	2
Proper Accommodation	4
Provisions for Meals and Rest Periods on Overtime	3
Recall Procedure	1
Reclassifications	3
Recognition of Seniority	
Recreation Complex - Shifts	
Regular Employee - Definition	
Replacement Coverage	
Replaces Hours of Work	
Retention of Seniority	
Retirement - General	
Retirement - Service Severance	
Right of Appeal	2
Safety Committee • Meetings	4
Safety Measures	4
Seniority - General	
Seniority List	
Seniority - Part-The Employee	
Seniority - Probationary Employee	
Seniority - Regular Employee	
Seniority - Time Duration Employee	
Service Severance - Definitions	
Shift Differential	
Shift Preference	:
Sick Leave - Accrual	
Sick Leave Dring Leave of Absence	
Sick Leave Records,	,
Special Projects of Limited Duration	
Standard Work Day and Work Week	
Standby	

INDEX (cont'd)

Layoff Procedure
·
Leave of Absence for Public Duties
Leave of Absence for Union Business.
Leave of Absence for Union Duties
Length of Service • Vacations
Letters of Reprimand • Review
Lieu Time
Long Term Disability Plan
Loss of Seniority
Loss of Schlorty
Management Rights
Maternity and Parental Leave
Medical Benefits
Membership
Method of Making Appointments
Mileage Allowance
Military Leave
Mourner's Leave
No Discrimination No Other Agreements Non-Standard Work Day Non-Standard Work Week Notice of Layoff Notification • Shifts Notification • Sick Leave Notification • Promotion and Staff Changes
Other Employees - Annual Vacations
Other Employees • Shifts
Outside Employees - Shifts
Overtime Rates
Parks Employees • ShiftsPart-Time Employee • Definition
Part-Time Employee • Payment of Wages and Allowances
Participation in Group Plans
Pay Days
Pay for Injured Employees.,
Pension Plan

'NDEX (cont'd)

Provision	<u>Page</u>
Effective Date • Service Severance	29
Eligible for Added Vacation	25
Emergencies - Shifts	20
Equal Pay for Equal Work	33
Exempt Positions - Definition	2
Extended Health and Dental Care	39
Extension of Sick Leave	27
Family Illness	28
Fees and Licenses	35
First Aid Allowance	35
General Holiday During Vacation	25
General Holidays On Saturday or Sunday	23
General Holidays • Overtime	22
General Holidays - Regular Employees	23
General Holidays - Time Duration Employees	23
General Leave	31
Grievance Defined	9
Grievance Procedure	9
Group Life Insurance	39
Group Life insurance	3,
Holiday on Day Off	24
Holiday Pay.,	23
Hours Between Shifts	20
Indemnity	44
Information in Postings	14
Inside Employees - Shifts	19
Investigation of Accidents	41
Job Descriptions.	37
Job Postings	14
Job Safety Orientation	42
Job Security	43
Jury or Court Witness Duty	31
Labour Management Committee	8
Labour Management Committee • Function	8
Labour Management Committee - Meetings	8
Labour Management Committee - Representation	7

INDEX

<u>Provision</u>	<u>Page</u>
Access to Personnel Records	6
Acting Assignments in Exempt Positions	34
Acting Pay	33
Adverse Reports	7
Analysis of Tenders - Group Plans	40
Approved Leave During Vacation	26
Arbitration	10
Bargaining Agent	6
Benefit Entitlement	4
Benefit Provision During Leaves of Absence	32
Bereavement Leave	30
Boot Allowance	36
Break Periods	19
Bulletin Boards	44
Calendar Year - Definition	5
Calendar Year' - Annual Vacations	24
Callout	22
Canadian Union of Public Employees - Representative	8
Changes in Classification	38
Check-Off of Union Dues	7
Clothing and Broken Tool Replacement Policies	36
Continuation of Acquired Rights	45
Cooperation on Safety	40
Cost Sharing - Group Plan Benefits	40
Crossing of Picket Lines During Strike	45
Daily Guarantee	33
Death - Service Severance	29
Deductions from Sick Leave	27
Definition and Application of Seniority	11
Disclosure of Information	42
Dismissal Grievances.	10
District Vehicles - Safety Checks	42
Divisions	4
Earnings Defined - Vacations	26
Education Allowances	35

1997 - 2000

COLLECTIVE AGREEMENT

between the

CORPORATION OF THE DISTRICT OF MAPLE RIDGE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

TABLE OF CONTENTS

<u>ARTICLE</u>			<u>PAGE</u>
1	TERM	1 OF AGREEMENT	1
2	DEFI	NITIONS	2
_	2.01	Exempt Positions	
	2,02	Probationary Employees	3
	2.03	Regular Employee	
	2.04	Part-Time Employee.,	
	2.05	Benefit Entitlement	
	2.06	Time Duration Employees	
	2.07	Divisions	
	2.08	Calendar Year	5
3 .	RECO	OGNITION & NEGOTIATIONS	6
	3.01	Bargaining Agent	
	3.02	No Other Agreements	6
4	MAN	AGEMENT RIGHTS	6
5	UNIO	N SECURITY	6
	5 .01	Membership	6
	5.02	Access to Personnel Records	6
	5.03	Adverse Reports	7
	5,04	Review Letters of Reprimand	7
6	CHEC	CK-OFF OF UNION DUES	7
7	LABO	OUR MANAGEMENT RELATIONS	7
	7.01	Representation	7
	7.02	Labour Management Committee	8
	7.03	Function of Labour Management Committee	
	7.04	Representative of Canadian Union of Public Employees	8

<u>ARTICLE</u>			PAGE
7	<u>LABO</u>	UR MANAGEMENT RELATIONS (cont'd)	
	7.05	Meetings of Committee	8
	7.06	Time Aff for Meetings	9
	7.07	Technical Information	9
8	GRIEV	ANCE PROCEDURE AND ARBITRATION	9
	8.01	Grievance Defined	9
	8.02	Grievance Procedure	9
	8.03	Time Limits	10
	8.04	Dismissal Grievances.	10
	8.05	Arbitration	10
9	SENIC	DRITY.,	11
	9.01	General	11
	9.02	Definition and Application of Seniority	11
	9.03	Regular Employee	11
	9.04	Part-Time Employee,	11
	9.05	Probationary Employee	11
	9.06	Time Duration Employee.	12
	9.07	Seniority List.	12
	9.08	Retention of Seniority	12
	9.09	Loss of Seniority	12
	9.10	Special Projects of Limited Duration	13
	9.11	Time Duration Employee to Regular Staff	13
10	PROM	OTIONS AND STAFF CHANGES	14
10	10.01	Job Postings	14
	10.02	Information in Postings.	14
	10.02	Recognition of Seniority	14
	10.03	Method of Making Appointments	14
	10.05	Trial Period	14
	10.06	Notification	15
11	LAVO	FFS AND RECALLS	15
11	11.01	Layoff Procedure	15
	11.01	On Layoff	15
	11.02	Recall Procedure	16
	11.03	Notice of Layoff	17
12	חווסת	s of Work	17
14	12.01	Standard Work Day and Work Week	17
	14.01	Standard Work Day and Work Week	

<u>ARTICLE</u>			PAGE
12	HOUR	S OF WORK (cont'd)	
	12.02	Non-Standard Work Day	18
	12.03	Non-Standard Work Week	18
	12.04	Break Periods	19
		210011100000000000000000000000000000000	
13	SHIFT	WORK AND SHIFT DIFFERENTIAL	19
	13.01	Inside Employees	19
	13.02	Outside Employees.,	19
	13.03	Parks Employees	19
	13.04	Emergencies	20
	13.05	Police Services	20
	13.06	Recreation Complex	20
	13.07	Other Employees	20
	13.08	Posting of shifts	20
	13.09	Hours Between Shifts	20
	13.10	Shift Differential	20
	13.11	Shift Preference	21
	13.12	Replacement Coverage	21
	13.13	Notification,	21
	13.14	Right of Appeal	21
	13.15	Replaces Hours of Work	21
14	OVER'	ГІМЕ	21
	14.01	Overtime Rates.,	21
	14.02	Callout	22
	14.03	General Holidays.	22
	14.04	Standby	22
	14.05	Lieu Time	22
	- 1100		
15	GENE	RAL HOLIDAYS	23
	15.01	Regular Employees	23
	15.02	Time Duration Employees,	23
	15.03	On Saturday or Sunday	23
	15.04	Holiday Pay	23
	15.05	Holiday on Day Off	24
16	ANNU	AL VACATIONS	24
	16.01	Length of Service	24
	16.02	Other Employees	24
	16.03	Calendar Year	24
	16.04	Supplementary Week,	25

$\textcolor{red}{\textbf{TABLE}\,OF\,CONTENTS}\,(\texttt{cont'd})$

16 ANNUAL VACATIONS (cont'd) 16.05 Eligible for Added Vacation 25 16.06 Vacation Schedule 25 16.07 Vacation Preference 25 16.08 General Holiday Dring Vacation 25 16.09 Termination 26 16.10 Vacation in Unbroken Period 26 16.11 Approved Leave During Vacation 26 16.12 Earnings Defined 26 16.13 Vacation Accrued 26 16.13 Vacation Accrued 26 17.01 Accrual 27 17.02 Sick Leave Defined 27 17.03 Sick Leave During Leave of Absence 27 17.04 Extension of Sick Leave 27 17.05 Deductions from Sick Leave 27 17.06 Proof of Illness 27 17.07 Sick Leave Records 28
16.05 Eligible for Added Vacation 25 16.06 Vacation Schedule 25 16.07 Vacation Preference 25 16.08 General Holiday Dring Vacation 25 16.09 Termination 26 16.10 Vacation in Unbroken Period 26 16.11 Approved Leave During Vacation 26 16.12 Earnings Defined 26 16.13 Vacation Accrued 26 17 SICK LEAVE PROVISIONS 27 17.01 Accrual 27 17.02 Sick Leave Defined 27 17.03 Sick Leave During Leave of Absence 27 17.04 Extension of Sick Leave 27 17.05 Deductions from Sick Leave 27 17.06 Proof of Illness 27 17.07 Sick Leave Records 28
16.06 Vacation Schedule 25 16.07 Vacation Preference 25 16.08 General Holiday Dring Vacation 25 16.09 Termination 26 16.10 Vacation in Unbroken Period 26 16.11 Approved Leave During Vacation 26 16.12 Earnings Defined 26 16.13 Vacation Accrued 26 17.01 Accrual 27 17.02 Sick Leave Defined 27 17.03 Sick Leave During Leave of Absence 27 17.04 Extension of Sick Leave 27 17.05 Deductions from Sick Leave 27 17.06 Proof of Illness 27 17.07 Sick Leave Records 28
16.07 Vacation Preference 25 16.08 General Holiday Dring Vacation 25 16.09 Termination 26 16.10 Vacation in Unbroken Period 26 16.11 Approved Leave During Vacation 26 16.12 Earnings Defined 26 16.13 Vacation Accrued 26 17 SICK LEAVE PROVISIONS 27 17.01 Accrual 27 17.02 Sick Leave Defined 27 17.03 Sick Leave During Leave of Absence 27 17.04 Extension of Sick Leave 27 17.05 Deductions from Sick Leave 27 17.06 Proof of Illness 27 17.07 Sick Leave Records 28
16.08 General Holiday During Vacation 25 16.09 Termination 26 16.10 Vacation in Unbroken Period 26 16.11 Approved Leave During Vacation 26 16.12 Earnings Defined 26 16.13 Vacation Accrued 26 17 SICK LEAVE PROVISIONS 27 17.01 Accrual 27 17.02 Sick Leave Defined 27 17.03 Sick Leave During Leave of Absence 27 17.04 Extension of Sick Leave 27 17.05 Deductions from Sick Leave 27 17.06 Proof of Illness 27 17.07 Sick Leave Records 28
16.09 Termination. 26 16.10 Vacation in Unbroken Period. 26 16.11 Approved Leave During Vacation. 26 16.12 Earnings Defined. 26 16.13 Vacation Accrued. 26 17 SICK LEAVE PROVISIONS. 27 17.01 Accrual. 27 17.02 Sick Leave Defined. 27 17.03 Sick Leave During Leave of Absence. 27 17.04 Extension of Sick Leave. 27 17.05 Deductions from Sick Leave. 27 17.06 Proof of Illness. 27 17.07 Sick Leave Records. 28
16.10 Vacation in Unbroken Period
16.12 Earnings Defined 26 16.13 Vacation Accrued 26 17 SICK LEAVE PROVISIONS 27 17.01 Accrual 27 17.02 Sick Leave Defined 27 17.03 Sick Leave During Leave of Absence 27 17.04 Extension of Sick Leave 27 17.05 Deductions from Sick Leave 27 17.06 Proof of Illness 27 17.07 Sick Leave Records 28
16.12 Earnings Defined 26 16.13 Vacation Accrued 26 17 SICK LEAVE PROVISIONS 27 17.01 Accrual 27 17.02 Sick Leave Defined 27 17.03 Sick Leave During Leave of Absence 27 17.04 Extension of Sick Leave 27 17.05 Deductions from Sick Leave 27 17.06 Proof of Illness 27 17.07 Sick Leave Records 28
17 SICK LEAVE PROVISIONS
17.01 Accrual 27 17.02 Sick Leave Defined 27 17.03 Sick Leave During Leave of Absence 27 17.04 Extension of Sick Leave 27 17.05 Deductions from Sick Leave 27 17.06 Proof of Illness 27 17.07 Sick Leave Records 28
17.01 Accrual 27 17.02 Sick Leave Defined 27 17.03 Sick Leave During Leave of Absence 27 17.04 Extension of Sick Leave 27 17.05 Deductions from Sick Leave 27 17.06 Proof of Illness 27 17.07 Sick Leave Records 28
17.02 Sick Leave Defined 27 17.03 Sick Leave During Leave of Absence 27 17.04 Extension of Sick Leave 27 17.05 Deductions from Sick Leave 27 17.06 Proof of Illness 27 17.07 Sick Leave Records 28
17.03 Sick Leave During Leave of Absence 27 17.04 Extension of Sick Leave 27 17.05 Deductions from Sick Leave 27 17.06 Proof of Illness 27 17.07 Sick Leave Records 28
17.04 Extension of Sick Leave 27 17.05 Deductions from Sick Leave 27 17.06 Proof of Illness 27 17.07 Sick Leave Records 28
17.05 Deductions from Sick Leave 27 17.06 Proof of Illness 27 17.07 Sick Leave Records 28
17.06 Proof of Illness 27 17.07 Sick Leave Records 28
17.07 Sick Leave Records
17.08 Family Illness
17.09 Notification 28
18 <u>SERVICE SEVERANCE PAY</u> 28
18.01 Retirement
18.02 Death
18.03 Effective Date 29
18.04 Definitions 29
19 <u>LEAVE OF ABSENCE</u> 29
19.01 For Union Business 29
19.02 For Union Duties 29
19.03 Bereavement Leave
19.04 For Public Duties.
19.05 Mourner's Leave 30
19.06 General Leave 31
19.07 Jury or Court Witness Duty
19.08 Maternity and Parental Leave
19.09 Military Leave., 32
19.10 Benefit Provision During Leaves of Absence

ARTICLE			<u>PAGE</u>
20	PAYM	ENT OF WAGES AND ALLOWANCES	33
	20.01	Pay Days	33
	20.02	Equal Pay for Equal Work	33
	20.03	Part-Time Employee.,	
	20.04	Daily Guarantee	
	20.05	Acting Pay	
	20.06	Acting Assignments in Exempt Positions	
	20.07	Provisions for Meals and Rest Periods on Overtime	34
	20.08	Education Allowances	35
	20.09	Fees and Licenses.	
	20.10	Premium Pay - Raw Sewage	
	20.11	Premium Pay - Brushing	
	20.12	Tool Allowance	
	20.13	First Aid Allowance	35
	20.14	Boot Allowance	
	20.15	Clothing and Broken Tool Replacement Policies	
	20.16	Transportation	
	20.17	Mileage Allowance	_
	20.18	Time Sheets	37
21	JOB C	LASSIFICATION AND RECLASSIFICATION	37
	21.01	Job Descriptions	
	21.02	Changes in Classification	
	21.03	Reclassifications	38
22	WELE	ARE BENEFITS	38
	22.01	Pension Plan	20
	22.02	Participation in Group Plans	
	22.03	Medical Benefits.	
	22.04	Extended Health and Dental Care	39
	22.05	Group Life Insurance	39
	22.06	Long Term Distrility Plan	40
	22.07	Cost Sharing	
	22.08	Analysis of Tenders	
23	SAFET	TY AND HEALTH	40
	23.01	Cooperation on Safety	40
	23.02	Union-Employer Safety Committee	40
	23.03	Meetings of Committee	
	23.04	Safety Measures	4.1
	23.05	No Disciplinary Action.	41

<u>ARTICLE</u>			<u>PAGE</u>
23	SAFET 23.06 23.07 23.08 23.09 23.10 23.11 23.12	Investigation of Accidents Pay for Injured Employees Transportation of Accident Victims Workers' Compensation Board Claim Job Safety Orientation District Vehicles - Safety Checks Disclosure of Information	41 41 41 42 42 42 42
24	TECHN	NOLOGICAL AND OTHER CHANGES	43
25	TRAIN	ING PROGRAM	43
26	JOB SE	<u>CCURITY</u>	43
28 29	27.01 27.02 27.03 27.04 27.05 27.06 27.07	Proper Accommodation Bulletin Boards Termination., Retirement Indemnity Plural or Feminine Terms May Apply No Discrimination NUATION OF ACOUIRED RIGHTS SING OF PICKET LINES DURING STRIKE	44 44 44 44 44 44 45 45
		SCHEDULES	
SCHEDULE	E "A"	Notes: Effective 1990 December 31	46
SCHEDULE	E "A-1"	Notes: Effective 1990 December 31	52
SCHEDULE	E"B"	Bi-Weekly Salaries	56
SCHEDIJI E "C"		Pay Grade Rates	67

		PAGE
SCHEDULE "D"	Hourly Rates	70
SCHEDULE "E"	Hourly Rates	75
SCHEDULE "F"	Supplementary Vacation Entitlement	76
SCHEDULE"G"	Residual Items	77
LETTER OF UNDERS	STANDING Re Article 27.01 - Proper Accommodation - Unsanitary Conditions or Dring Inclement Weather	79
LETTER OF UNDERS	STANDING Re Employee Assistance Program Committee	80
LETTER OF UNDERS	STANDING Re Article 13.09 (Hours Between Shifts) - Parks and Recreation Division Aquatic Staff and Leisure Centre Office Staff	81
JOINT STATEMENT	Personal and/or Sexual Harassment	82

1.

This Agreement made and entered into on the 1st day of April 1997.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE

(hereinafter called "the Employer")

PARTY **OF** THE **FIRST** PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 622

Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress (hereinafter called "the Union")

PARTY OF THE SECOND PART.

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

- (a) to maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- (c) to encourage efficiency in operation;
- (d) to promote the morale, well-being and security of all employees in the bargaining unit of the Union;

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

This Agreement shall be for the period from and including April 1st, 1997 to and including March 31st, 2000, and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement

(March 31st, 2000) or immediately preceding the last day of March in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

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

- 1. the Union shall give notice to strike (or until the Union goes on strike); or
- 2. the Employer shall give notice of lockout (or the Employer shall lock out its employees); or
- 3. the Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement;

whichever is the earliest.

It is understood and agreed between the Parties that the operation of subsection (2) of Section 50 of the Labour Relations Code shall be specifically excluded from, and shall not be applicable to this Agreement.

ARTICLE 2 - DEFINITIONS

2.01 Exempt Positions

"Employee" **shall** mean a person who is an "Employee" **as** defined within the appropriate legislation in the Province of British Columbia and shall **specifically** exclude persons **in** the following positions:

Assistant Manager Police Services

Chief Administrative **Cfficer**

Chief Fire Prevention Officer

Chief **Training** Officer

City Engineer

Confidential Secretary

Deputy **Director** of Inspection Services

Director of Community and Business Relations

Director of Corporate Planning & Protective Services

Director of Corporation Support

Director of Development Engineering

Director of Engineering - Operations

Director of Finance

Director of Information Services

Director of Inspection Services

Director of Parks & Facilities

Director of Planning • Current

Director of Planning • Long Range

Director of Project Engineering

Electro/Mechanical Operations Manager

Executive Assistant (GM Secretary): Community Development Parks and Recreation

Executive Assistant (GM Secretary): Corporate Services

Executive Assistant (GM Secretary): Public Works & Development Services

Facilities Operations Manager

General Manager: Community Development Parks and Recreation

General Manager: Finance and Corporate Services

General Manager: Public Works and Development Services

Leisure Centre Manager Manager of Accounting

Manager of Community Safety Services

Manager of Fire Operations & Staff Development

Manager of Procurement

Manager of Revenues & Collections

Municipal Clerk

Personnel Assistant

Personnel Officer

Recreation Complex Manager

Recreation Manager - Central

Recreation Manager - East

Recreation Manager - West

Senior Finance Manager

Superintendent of Roads

Superintendent of Sewer Works

Superintendent of Water Works

2.02 <u>Probationary Employees</u>

"Probationary Employee" shall mean a person serving an initial trial period of three (3) calendar months from date of hire to determine suitability for employment as a "Regular Employee". Such period of time may be extended by **mttal** consent of the parties hereto. Notwithstanding the provisions contained in this section, Part-The Employees are required to **put** in the equivalent in hours of a Regular Employee with **respect** to the probationary **period**.

2.03 Regular Employee

"Regular Employee" shall mean and include an employee who works on an on-going basis in a full-time position, who has completed the probationary period.

2.04 Part-Time Employee

"Part-Time Employee" shall mean and include an employee who is engaged to work less than the standard work day or standard work week.

2.05 Benefit Entitlement

- (1) Regular and Probationary Employees shall be entitled to all benefits provided by the Collective Agreement, from date of hire.
- Part-Time Employees who accumulate up to two thousand (2,000) hours shall receive a ten percent (10%) cost settlement on their pay cheque to cover welfare benefits, sick leave benefits, vacation and general holidays, and other miscellaneous benefits.
- Part-Time Employees who accumulate over *two* thousand (2,000) hours and up to four thousand (4,000) hours shall receive a twelve percent (12%) cash settlement on their pay cheques in Lieu of these benefits.
- Part-Time Employees who have accumulated four thousand (4,000) hours shall receive a sixteen percent (16%) cash settlement on their pay cheques in lieu of these benefits.

2.06 Time Duration Employees

"Time Duration Employee" shall mean an employee other than a Probationary, Regular or Part-Time Employee, who is employed to augment the regular staff, or who is employed on a special project of Limited duration not exceeding three (3) calendar months (such period of time may be extended by mutual consent of both parties in writing). An employee, during the aforementioned period, shall be entitled to accumulative seniority from date of hire, which can be exercised only within the time duration project, and the employee shall not be entitled to fringe benefits other than those to which a person becomes entitled by reason of Statute. An employee working beyond three (3) months shall be entitled to all fringe benefits.

2.07 Divisions

Divisions are defined as:

- (1) Inside Division
- (2) Engineering Operations Division
- (3) **Parks** and Recreation Division

These Divisions shall include:

(1) <u>Inside Division</u>

Administration Department

Clerk's Department

Community & Business Relations Department

Engineering Department

Engineering Operations (Clerical Staff)

Finance Department

Fire Department

Information Services Department

Inspection Services Department

Parks and Recreation Department (Clerical)

Personnel Department

Planning Department

Police Services (Municipal Employees only)

(2) Engineering Operations Division

Road Works

Sanitation and Waste Removal

Sewer Works

Water Works

Works Yard (Excluding Clerical Staff)

(3) Parks and Recreation Division

All employees employed in the Parks and Recreation Division, including Cemeteries, but excluding Clerical Staff

2.08 <u>Calendar Year</u>

"Calendar Year" shall mean January 1 to December 31. Regular Employees who have been employed for less than a twelve (12) month period, but who are on **the payroll** at **January** 1st shall be considered to have completed their first calendar year of service.

6.

ARTICLE 3 - RECOGNITION & NEGOTIATIONS

3.01 Bargaining Agent

The Employer recognizes the Canadian Union of Public Employees, Local No. 622, as the sole and exclusive collective bargaining agency for all of its employees save and except those excluded by the Labour Relations Code of British Columbia Act and Article 2.01 and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 No Other Agreements

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

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's work force are vested exclusively in the Employer, by the provisions of this Agreement; provided however, that this authority will not be used for purposes of discrimination against its employees. The Employer shall have the right to select, to train, to promote, to discipline, to suspend without pay, and to discharge employees for proper cause. It is understood that an employee shall not lose his or her right to grievance through the grievance procedure.

ARTICLE 5 - UNION SECURITY

5.01 Membership

All present employees of the Employer, as a condition of employment, shall remain Union members in good standing, if they are already members, and if they are not, shall become Union members within thirty (30) days after signing of this Agreement, and shall remain members in good standing. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) calendar days of commencing employment.

5.02 <u>Access to Personnel Records</u>

Employees within the Bargaining Unit shall have access to their personnel records at reasonable times and shall, upon request, be provided with copies of materials contained

in such records. Should the employee wish to respond in writing, their reply shall **also** become part of their personnel record.

5.03 <u>Adverse Reports</u>

If as a result of disciplinary action, an adverse report is placed in an employee's file, the employee shall receive a copy of such a report. Should the employee wish to respond in writing, their reply shall also become part of their personnel record.

5.04 Review Letters of Reprimand

The President of the Union and the Director of Personnel will meet each **May on** the request of an employee to review letters of reprimand related to the employee.

ARTICLE 6 - CHECK-OFF OF **UNION** DUES

The Employer agrees to the check-off of all Union dues levied in accordance with the Constitution and/or By-Laws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, provided that each employee has signed a form, to be supplied by the Employer, authorizing the said deduction (the form shall be substantially the form as provided for in appropriate legislation in the Province of British Columbia), and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the fifteenth (15th) day of the following month. The Employer agrees to implement the check-off of "initiation fees" at the time when the computerized accounting system is able to accommodate the implementation.

ARTICLE 7 • LABOUR MANAGEMENT RELATIONS

7.01 <u>Representation</u>

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

7.02 Labour Management Committee

A Labour Management Committee shall be appointed and consist of not more than five (5) members of the Employer, as appointees of the Employer, and not more than five (5) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

7.03 Function of Labour Management Committee

- (1) To develop and maintain a continuous effective channel of Labour-Management communication:
- (2) To work towards efficiency of operation and encourage employees and the Union to make suggestions in this regard;
- To provide a means whereby the Employer can keep the Union and employees informed of proposed organizational and technological changes;
- (4) To consider and resolve the effects of any proposed changes on individual employees;
- (5) To consider and resolve matters affecting job security or the training, development, safety, health and well-being of employees on the job;
- (6) To discuss and settle **all** matters of mutual concern pertaining to rates of pay, hours of work, collective bargaining, and other working conditions.

7.04 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

7.05 Meetings of Committee

In the event either **party** wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than **six** (6) calendar days after the request has been given.

7.06 <u>Time **Of f**or Meetings</u>

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

7.07 <u>Technical Information</u>

The Employer shall make available to the Union, on request, information such as job descriptions, positions in the bargaining unit, job classifications, and other technical information required for collective bargaining purposes.

ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION

8.01 Grievance Defined

- Where a difference arises between an employee and the Empl yer, or between the Employer and the Union, relating to the dismissal or discipline of an employee or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, it shall be finally and conclusively settled according to the grievance and arbitration procedure which follows.
- Policy grievances submitted by the Employer or by the Union shall be in writing and shall be submitted at Step 3 within fifteen (15) working days of the event giving rise to the grievance.

8.02 Grievance Procedure

Except for Employer and Union policy grievances, all grievances shall be resolved as follows:

<u>Step 1</u> • The employee involved, accompanied by a shop steward, shall **first** take up the grievance verbally with his or her Departmental Supervisor, or his or her designate, within five (5) working days of the circumstance(s) **giving** rise to the grievance.

<u>Step 2</u> - If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing and the employee and the shop steward or designated **Union** representative shall submit to the Director of Personnel, or his or her designate, within ten (10) working days following the circumstance(s) giving rise to the grievance. The Director of Personnel shall reply within the next five (5) working days, in writing.

<u>Step 3</u> • If a satisfactory settlement is not reached at Step 2, the grievance shall be referred to Step 3 within ten (10) working days of the Employer's reply at Step 2. The Union Representatives and the Chief Administrative Officer, or his or her designate, will meet to discuss the grievance. If they are unable to settle the grievance within ten (10) working days of the date the grievance was referred to Step 3, then either party, within fifteen (15) working days, may give written notice of arbitration to the other.

8.03 <u>Time Limits</u>

Time Limits may be extended only by mutual agreement in writing of the Municipal Chief Administrative Officer or designate and the Union Representative.

8.04 Dismissal Grievances

In the case of a dispute arising from an employee's dismissal, the grievance shall commence at Step 3 of the grievance procedure within ten (10) working days of the date on which the dismissal occurred, or within ten (10) working days of the employee receiving notice of such dismissal.

8.05 <u>Arbitration</u>

- (1) The party desiring arbitration shall name its nominee to the Board in the notice of arbitration referred to in Article 8.02, Step 3.
- (2) Within five (5) working days of receipt of notice of arbitration, the other party shall in writing name its nominee.
- Within a further ten (10) working days, the two nominees shall agree upon a Chairman. Failing agreement upon a person willing to act, either Party may apply to the Minister of Labour to appoint a Chairman. Hearings shall commence within thirty (30) days of the appointment of the Chairman.
- The Arbitration Board shall hear the parties, settle the terms of question to be arbitrated and make an award within fifteen (15) days of the arbitration hearings or within such extended period as may be mutually agreed to by the parties. The Board shall deliver its award, in writing, to each of the parties and this award shall be carried out forthwith, In the event the Arbitration Board finds that an employee has been dismissed or suspended unfairly or for any other than proper cause, the Board may direct the Employer to reinstate the employee and pay to the employee a sum equal to his or her wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Board is fair and reasonable or make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the parties.

(5) Each party shall pay its **own** cost and expenses of the Arbitration and its nominee and one-half the remuneration and disbursements or expenses of the Chairman.

ARTICLE 9 - SENIORITY

9.01 General

The parties hereto recognize that all employees are entitled to a measure of employment security, based on seniority; and that the employees shall accrue certain preference in this respect **as** provided in this Agreement.

9.02 <u>Definition and Application of Seniority</u>

Seniority is defined as continuous length of service in the Bargaining Unit and shall be applied separately within each of the Divisions as defined in Article 2.07. Seniority shall be applied as set out in this Agreement.

9.03 Regular Employee

Seniority shall be established on the basis of **an** employee's continuous service with the Employer, calculated from the date upon which the employee commenced employment.

9.04 Part-Time Employee

- (1) Seniority shall be established on the basis of an employee's service with the Employer, calculated **from** the date upon which the employee commenced employment with the Employer. Seniority shall be calculated on the accumulated hours worked.
- (2) A Part-Time Employee moving to a regular full-time position shall have a "modified date of hire" for seniority purposes by converting the hours worked on a pro-rata basis. Vacation entitlement will be based on the employee's modified date of hire (for Part-Time Employees as of 1994 April 01 moving to a regular full-time position only).

9.05 <u>Probationary Employee</u>

Newly hired employees shall be considered **on a** probationary basis for a period **of** three (3) calendar months from date of hiring., unless an extension has been granted by mutual consent of the parties hereto. During the probationary period, employees shall be entitled to all rights and privileges of **this** Agreement, except with respect to discharge. The employment of such employees may be terminated at **any** time during the

probationary period without recourse to the Grievance Procedure. Mer completion of the probationary period, seniority shall be effective from the original date of hire.

9.06 <u>Time Duration Employee</u>

Seniority shall be established and exercised on the basis **as** a Part-Time Employee but shall be exercised only within the time duration project.

9.07 <u>Seniority List</u>

The Employer shall maintain a seniority list by Division, showing the date upon which each employee's service commenced. *An* up-to-date seniority list shall be sent to the Union during the months of January, April, July and October.

9.08 Retention of Seniority

It **is** agreed between the parties hereto that seniority shall be retained **and** accumulated on the following basis:

- Employees who are laid off after six (6) months but less than one (1) year's service shall retain seniority for a period of six (6) months.
- (2) Employees who are laid off after one (1) year's service shall retain their seniority for a period of one (1) year.
- Absence due to a bonafide sickness, provided such sickness is attested to by a qualified medical practitioner.
- (4) Authorized leave of absence.
- (5) Absence while serving in the Armed Forces, during a national emergency and for a period of ninety (90) days after honourable discharge.
- (6) Absence due to Maternity Leave.

9.09 <u>Loss of Seniority</u>

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

An employee shall lose his seniority and employment only in the event:

(1) They are discharged for just cause and are not reinstated.

- (2) They resign.
- (3) They are absent from work two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- They fail to return to work within ten (10) calendar days following a layoff and after being notified by double-registered mail to do so, unless through sickness or other just cause, provided however that the ten (10) calendar days commences on the date the Employer registers the notification of recall. It shall be the responsibility of the employee to keep the Employer informed of his current address.
- (5) They are laid off for a period longer than one (1) year.
- (6) Effective 1999 February 11, in the *case* of a part-time employee, they do not work for a period longer than twelve (12) months.

9.10 Special Projects of Limited Duration

- (1) Regular or Part-Time Employees who transfer to positions made available by augmenting the regular staff or by a special project of limited duration shall, upon completion of said assignment, be returned to his or her former position without loss of seniority and scheduled rate of pay. Such transfers shall be at the discretion of the Employer.
- Employees, other than Regular or Part-Time Employees, employed to fill those positions made available by the reassigning of regular staff positions shall be laid off upon completion of the said reassignment. Employees laid off shall retain their seniority as provided in Article 9.08.

9.11 Time Duration Employee to Regular Staff

Notwithstanding provisions contained in this Article, it is agreed and understood that where **the** Time Duration Employee is the successful applicant to a regular posted position, their **seniority** on the regular staff commences from the date of **his** appointment to a regular position; except if there is no break in service, seniority on the regular staff commences on the date of hire of the current time duration employment. The appointment to a regular position is subject to provisions of Article 9.05.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.01 Job Postings

When a vacancy occurs or a new position is created in the Bargaining Unit, the Employer shall notify the Union in writing and post notice a minimum of five (5) working days in order that all members will know about the position and be able to make written application therefor.

Effective 1999 February 11, when a position held by a Regular Part-Time Employee is increased in hours it shall not become **a** new position and the incumbent shall accept the increased hours or the job shall be **posted**. However if the **increase** in hours converts the position to full-time, it shall be considered **a** new position and shall be **posted**.

10.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Those qualifications may not be established in an arbitrary or discriminatory manner.

10.03 Recognition of Seniority

Both parties recognize:

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

10.04 Method of Making Appointments

Therefore, in **making** staff changes, transfers or promotions, appointment shall be made of the applicant with the **required** knowledge, ability and skills, and where **two (2)** or more applicants are equally capable of fulfilling the duties of the position, seniority or years of service with the Employer shall be the determining factor. The employees shall retain the right of appeal under the grievance procedure contained in this Agreement. Appointment from within the Bargaining Unit shall be made within ten (10) working days of close of posting.

10.05 Trial Period

The successful applicant shall be placed on trial for a period not exceeding three (3) calendar months, conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) calendar months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or

if the employee finds they are unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and wage or salary.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wage or salary.

10.06 Notification

Effective 1999 February 11, the Employer agrees to **notify** the **Union** and the employee, in writing, when **an** employee covered by this Agreement is **hired**, promoted, demoted, transferred, laid oft: recalled, resigns, retires, **is** suspended, or is terminated.

ARTICLE 11 - LAYOFFS AND RECALLS

11.01 Layoff Procedure

Both parties recognize that job security should increase in proportion to length of continuous service. Therefore, when a layoff occurs, employees shall be laid off in the reverse order of their seniority, within each separate Division as defined in Article 2.07.

In the event of layoffs, such layoffs shall originate within the Department concerned, but such employees laid off may exercise their seniority by displacing a more junior employee within the Division, providing they meet the Job Description necessary to fulfill the position held by said junior employee.

Any disagreement concerning qualifications and requirements of the position shall be referred to the Labour Management Committee.

- (1) **Prior** to **any** layoff the layoff will be discussed jointly by the Labour Management committee.
- For the purpose of this section the Divisions are defined as outlined in Article 2.07.

11.02 On Lavoff

A Regular Employee who has received written notice of layoff shall, within five (5) calendar days, elect to:

(a) exercise their seniority rights for bumping **purposes**; or

(b) accept layoff

If the employee accepts layoff he shall, within thirty (30) calendar days from the effective date of layoff, elect to:

- (a) either retain seniority rights of layoff and recall; or
- (b) accept severance pay.

Upon acceptance of Severance Pay **all seniority** rights and tights to recall under the Agreement are terminated; or, upon acceptance of retention of seniority rights of layoff and recall, all rights to severance pay under these provisions are terminated.

Entitlement to, and severance pay for, each Regular Employee will be as follows:

- (a) Three (3) days' pay for each calendar year of service up to and including five (5) calendar years of service.
- (b) Five (5) days' pay for each calendar year of service after six (6) years of service.
- (c) The maximum number of days' pay for severance will be one hundred and twenty (120) days' **pay.**

Part-time service **shall** be calculated on a **prorata basis**. Salary upon which severance pay is calculated shall be based on the employee's **salary** at the effective date of **his** or her termination.

11.03 Recall Procedure

Employees shall be recalled in the order of their seniority, within their respective Divisions providing they are qualified to do the **work**, **provided** however employees are **recalled** within time limits specified in Article 9.08, Sections (1), (2) and Article 9.09, Section (4).

Each employee on layoff will be responsible for keeping the Employer notified of a current contact point through which the employee can be reached. The employee shall advise the Employer, within two (2) working days of receiving notification, of their intent to commence work as requested.

(2) No new employees will be hired until those laid of have been given an opportunity of re-employment.

11.04 Notice of Layoff

The Employer shall notify Regular Employees who are to be laid off ten (10) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work the full notice time they shall be paid in lieu of work for that part of the ten (10) working days that work was not made available.

17.

ARTICLE 12 - HOURS OF WORK

12.01 Standard Work Day and Work Week

Effective 1999 February 11:

(1) <u>Inside Employees</u>

Subject to paragraph 12.02, the standard work day of Inside Employees shall be seven (7) consecutive hours between 7:00 a.m. and 6:00 p.m. exclusive of an unpaid one (1) hour lunch period. The standard work week of Inside Employees shall consist of five (5) consecutive working days from Monday to Friday inclusive. The Employer shall provide forty-eight (48) hours' notice of a change in an employee's daily hours. Should the appropriate notice not be provided then the overtime provisions of Article 14.01 shall apply.

However, under the conditions listed below employees *can* work "extended hours" (i.e. work outside of the standard work day or work week range, more than seven (7) hours in a day, or more than seventy (70) hours in a pay period all at straight time rates). Extended hours worked are banked at straight time rates and may be taken **as** cash or **as** time off at a time mutually agreeable to the employee and his/her supervisor.

Extended hours may be implemented under either of the following conditions:

- by mutual agreement between the employee and his/her supervisor; or
- with seven (7) calendar days' notice to the employee but only in the case of working outside of the standard work day range, (i.e., moving the 7 working hours outside of between 7 a.m. and 6 p.m.), Monday to Thursday, to a maximum of five (5) occurrences per month not to exceed twenty-six (26) occurrences per year. Should the appropriate notice not be provided then the overtime provisions of Article 14.01 shall apply. It is understood that this provision shall not be used to effect a permanent change to an employee's shift. Rather, the employee's hours of work will.

be changed to facilitate legitimate business purposes such **as** early morning and evening meetings, and project work.

(2) <u>Outside Employees</u>

Subject to paragraph 12.02, the standard work day of Outside Employees shall be eight (8) consecutive hours between 6:00 a.m. and 4:30 p.m. exclusive of an unpaid one-half'(1/2) hour lunch period. Subject to paragraph 12.03, the standard work week of Outside Employees shall consist of five (5) consecutive working days from Monday to Friday inclusive. The Employer shall provide forty-eight (48) hours' notice of a change in an employee's daily hours. Should the appropriate notice not be provided then the overtime provisions of Article 14.01 shall apply.

(3) Part-Time Employees

The normal daily and weekly hours for Part-Time Employees shall be deemed to be seven (7) and thirty-five (35) or eight (8) and forty (40) respectively depending on the classification the employee is working in. Where an employee has not worked thirty-five (35) or forty (40) hours on five (5) days during the week, the employee may by mutual agreement with his/her supervisor work on the sixth and/or seventh day of work in that week at straight-time hours until such time as thirty-five (35) or forty (40) hours of work has been reached and thereafter the overtime provisions would apply.

12.02 Non-Standard Work Day

Where the nature of a Department, Division of a Department or occupation requires daily hours of work other than the standard work day set out in paragraph 12.01, the normal work day, unless otherwise expressly stated for certain positions set forth in the Schedules for Regular, Probationary, and Part-Time Employees in such operations, shall be any seven (7) or eight (8) consecutive hours of work exclusive of a one-half (½) or one (1) hour lunch period. This provision shall apply to those positions set out in the Schedules and any additions agreed to subsequently by mutual consent of the Employer and the Union.

12.03 Non-Standard Work Week

Where the nature of a Department, Division of a Department or occupation requires a six (6) or seven (7) day operation **per** week, the **normal** work week, unless otherwise expressly stated for certain positions **set** forth in the Schedules for Regular, Probationary and Part-Time Employees in such operations, may be any five (5) consecutive days followed by two (2) consecutive days of rest, the first deemed to be Saturday and the second deemed to be Sunday; with the exception of

- Police Services Tele-Communications Operators--Police/Custodial Guards as referred to under Item G of Schedule "A";
- Building Service Workers and Recreation Complex Maintenance Persons as referred to under Item I of Schedule "A":
- Parks and Recreation Division part-time employees who may work any five (5) days in a seven (7) day period.

12.04 Break Periods

Effective 1999 February 11:

All employees working a full shift shall be permitted a fifteen (15) minute rest period in the first half of a *shift* and a fifteen (15) minute rest period in the second half of the shift, at a specified time to be arranged by the Department Head or Supervisor. Where an employee is scheduled to work five (5) or more consecutive hours but less than a full shift, the employee shall be granted either a fifteen (15) minute rest period or an unpaid thirty (30) minute break as determined by the Department Head or Supervisor.

ARTICLE 13 - SHIFT WORK AND SHIFT DIFFERENTIAL

We herein set forth the type of work that shall be considered eligible for shifts:

13.01 <u>Inside Employees</u>

For Inside Employees the preparation of tax notices. Said **shifts** may be instituted during the months of May and June of each year, and may be in two (2) seven (7) hour non-broken shifts, lunch time excluded, commencing not before 7:00 a.m. and continuing not beyond 10:00 p.m. Monday to Friday, inclusive.

13.02 Outside Employees

For Outside Employees the construction, preparation and paving of roads. Said shifts may be instituted during late Spring, Summer and early Fall, when maximum daylight hours are available and shall consist of not more than two (2) eight (8) hour non-broken shifts, lunch time excluded, between the hours of 5:30 a.m. and 10:30 p.m., Monday to Friday, inclusive.

13.03 Parks Employees

For Parks and Recreation Division - Parks Crew the construction, preparation and maintenance of parks. Said shifts may be instituted during the late Spring, Summer and

early Fall, when maximum daylight **hours** are available and shall consist of not more than two (2) eight (8) hour non-broken **shifts**, lunch time excluded, between the hours of 5:30 a.m. and 10:30 p.m., Monday to Friday, inclusive.

13.04 Emergencies

G

Emergent conditions in which case Section 13.08 and Section 13.13 of this part be waived.

- (1) For the purpose of this part "Emergency or Emergent Condition" shall mean an **Act** of God and shall include **high** winds, excessive rain, freshet or heavy snowfall, broken water **meirs and** plugged sewers.
- (2) An emergency shall cease when the problem is under reasonable control.

13.05 <u>Police Services</u>

For Guards, Police Services - Telecommunications and Clerk-Typists, shifts shall be as set out in Schedule "A".

13.06 Recreation Complex

For Recreation Complex employees, shifts shall be as set out in Schedule "A".

13.07 Other Employees

For other employees, shifts shall be set out as in Schedule "A".

13.08 Posting of **Shifts**

Shifts to be drawn up as required with posting of shifts to be made at least five (5) working days prior to the commencement of each shift.

13.09 Hours Between Shifts

Effective 1999 February 11, employees shall have a **minimum** of ten (10) hours between shifts. **Any** time worked during the ten (10) hour period shall be paid at overtime rates.

13.10 Shift Differential

Effective 1999 February 11:

Employees who are eligible for shift differential shall be paid a premium of sixty cents (60¢) per hour for all regular hours worked between 6:00 p.m. and 5:30 a.m. provided

that where the majority of an employee's regular hours **fall** within the period described above, the **shift** differential shall apply to the entire **shift**. **Shift** differential shall not apply to premium hours or time not worked such as overtime, public holidays, sick leave, etc., but it **shall** be applicable during vacation.

13.11 **Shift** Preference

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

13.12 Replacement Coverage

Effective 1999 February 11:

The above Article 13.11 - **Stift** Preference is not applicable to scheduling replacement coverage for employees who advise the Employer they are unable to attend for their scheduled shift within six (6) working hours of the start of their scheduled shift. For the purpose of this Clause, working hours shall mean hours during which the employee's work unit is operating.

13.13 Notification

The Union and employees shall be notified at least five (5) days in advance of a shift being instituted.

13.14 Right of Appeal

It is understood and agreed that **an** employee retains the **right** to appeal under the grievance procedure under this Article.

13.15 Replaces Hours of Work

It is further understood and agreed that when a **shift** system is **placed** in effect, this part replaces hours of work **as** provided for in the Schedule for those employees involved.

ARTICLE 14 - OVERTIME

14.01 Overtime Rates

Overtime work authorized by the Department **Head** shall be compensated in the following manner:

An employee working beyond his regular work day shall be paid at time and one-half (1½) the regular hourly rate for the first two (2) hours in excess of the regular hours of work and double (2) the regular hourly rate thereafter. All hours worked on Saturdays, Sundays and General Holidays shall be paid at double (2) the employee's regular hourly rate.

14.02 Callout

The Employer agrees to pay all employees a minimum of two (2) hours at overtime rates when they are called back to work outside regular working hours. Effective 1999 February 11, employees will be called out in the following order: firstly the employee(s) who normally do the work, then by seniority within the classification and then by bargaining unit-wide seniority within the Division provided that in all cases the employee is qualified to perform the work.

14.03 General Holidays

Double time (2T) shall be paid for all hours worked on General or Proclaimed Holidays in addition to regular holiday pay.

14.04 <u>Standby</u>

Where an employee is requested by the Employer to be on standby they shall receive one (1) hour's pay at their regular rate of pay for each weekday for all hours outside the standard working hours; and two (2) hours' pay at their regular rate of pay for each twenty-four (24) hour period during weekends and Statutory Holidays.

An employee on standby **shall** be readily available to respond when required and live within a **15** minute response time from the **Works Yard.**

14.05 Lieu Time

- (1) **An** employee may request that overtime hours be taken as time off.
- (2) Overtime rates to be applied to Lieu Time.
- (3) Such Lieu Time may be used as holiday extension, sickness, emergency, or otherwise upon request of the employee, provided that such request is approved by the Department Head.
- (4) An employee may, after three (3) months, request payment for Lieu Time accumulated.

(5) All Lieu Time accumulated must be taken or compensating wages received, not later than the end of the following calendar year.

ARTICLE 15 - GENERAL HOLIDAYS

15.01 <u>Regular Employees</u>

All employees shall receive pay for the following General Holidays from the date of employment.

New Year's Day British Columbia Day

Good Friday Labour Day

Easter Monday Thanksgiving Day Victoria Day Remembrance Day Dominion Day Christmas Day

Boxing Day

and any other day proclaimed as a holiday by the Dominion, Provincial and Municipal Governments.

15.02 <u>Time Duration Employees</u>

For the purpose of this section, all Time Duration Employees hired by the Employer shall have worked for the Employer at least fifteen (15) days in the thirty (30) calendar day period immediately prior to General Holidays.

15.03 <u>On Saturday or Sunday</u>

When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

15.04 Holiday Pay

Employees **who** are not required to work on the above holidays **shall** receive holiday pay equal to one **normal** day's pay. Employees who are required to work shall be paid **in** accordance with prevailing overtime rates.

Notwithstanding the provisions contained in **this clause**, **employees**, other than Regular and Probationary Employees, shall be paid for General Holidays **as** set out in Article 2.05, and will be paid at the prevailing overtime rates for only those hours **worked** on the actual general holiday, subject to Article 20.04.

15.05 Holiday on Day Off

When any of the above noted Holidays fall on an employee's scheduled day off, the employee shall receive another day(s) off immediately following their two (2) consecutive days of rest.

ARTICLE 16 - ANNUAL VACATIONS

16.01 Length of Service

All Regular and Probationary Employees covered by this Agreement shall receive an annual vacation with pay on the following basis:

In the first (1st) calendar year - one (1) working day for each completed menth of employment, or major fraction thereof, to a maximum of ten (10) days or 4% of earnings whichever is greater.

In the second (2nd) calendar year - ten (10) working days or 4% of their previous year's earnings, whichever is greater.

In the third (3rd) to seventh (7th) calendar year - fifteen (15) working days or 6% of their previous year's earnings, whichever is greater.

'In the eighth (8th) to twelfth (12th) calendar year - twenty (20) working days or 8% of their previous year's earnings, whichever is greater.

In the thirteenth (13th) to nineteenth (19th) calendar year - twenty-five (25) working days or 10% of their previous year's earnings, whichever is greater.

In the twentieth (20th) calendar year and each year thereafter - thirty (30) working days or 12% of their previous year's earnings, whichever is greater.

16.02 Other Employees

For the purposes of this **Article**, employees other than Regular, Probationary, **and Part**-Time Employees, shall be paid for **annual** vacations four percent **(4%)** of their bi-weekly earnings each pay period. Part-Time Employees shall be paid in accordance with **Article** 2.05.

16.03 Calendar Year

For the purpose of this Article, a calendar year shall be January 1st to December 31st.

For the purpose of calculating vacation benefits, the total number of hours shall be used.

Employees who have been continuously employed for less than a twelve month period, but are on the payroll at January 1st, shall be considered to have completed their first calendar year of service.

16.04 Supplementary Week

Each Regular Employee will receive one (1) supplementary week of vacation at the beginning of each five (5) years commencing during the fifteenth (15th) calendar year of service, with each supplementary week to be taken during the course of the five (5) year period. The supplementary vacation entitlement shall be as set out in Schedule *F*.

16.05 Eligible for Added Vacation

Where an employee becomes eligible for added vacation on January 1st in any year, the employee shall be entitled to such added vacation at the time of taking his or her annual vacation.

16.06 Vacation Schedule

On or before April 1st of each calendar year, employees shall submit their request for annual vacations and on or before April 30th of each calendar year, the Employer shall approve the scheduling of annual vacations for employees. Where an employee has made arrangements for annual vacation which have been approved by the Employer and subsequently such employee is required by the Employer, due to emergent conditions, to change such vacation period, then the employee shall be granted one (1) additional week of vacation pay in addition to their regular entitlement.

16.07 <u>Vacation Preference</u>

Where the employee schedules vacations and there 'are two or more employees requesting vacations at the same time, the employee with seniority shall be given first preference to **only** one **of** any period of vacations.

16.08 General Holiday During Vacation

When a General Holiday falls or is observed during an employee's annual vacation period, he or she will be granted an additional day's vacation for each General Holiday in addition to their regular vacation time.

16.09 Termination

In the event of termination of employment by the employee or Employer, the provisions of the Annual Holidays Act shall apply, unless the employee shall have given two (2) weeks' notice of termination in which case the employee shall be paid on the appropriate percentage basis as indicated in Article 16.01, dependent upon calendar years of **service**. **This** percentage will be applied to current calendar **year's** earnings up to and including the effective date of termination.

16.10 Vacation in Unbroken Period

An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

16.11 Approved Leave During Vacation

Where an employee is qualified for sick leave, bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. Sick leave credit shall only apply for periods in excess of three (3) days subject to Article 17.06. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. Employees may be required to provide proof of their entitlement to sick leave or bereavement leave.

16.12 Earnings Defined

For the purpose of this Article, "Earnings" shall include all pay for time worked (including regular pay, overtime, shift premium, premium pay, standby, minimum pay, etc.), general holiday pay, leave of absence pay and sick leave pay, but does not include annual vacation pay, bonus payments, refunds or allowance payments.

16.13 Vacation Accrual

Where a leave of absence without pay has been granted under Article 19, the employee shall not accrue vacation credits. Leaves of absence without pay for four (4) weeks or less are exempted. Employees on maternity, parental, and adoption (as defined by Employment Standards Act) leave will accrue vacation credits for the first seventeen (17) weeks only.

ARTICLE 17 - SICK LEAVE PROVISIONS

17.01 Accrual

All Regular Employees shall be granted one and one-half (1½) days' sick leave with pay for every month of service effective April 1st, 1975. Employees shall be entitled to an accrual of all unused sick leave to a maximum of two hundred and fifty (250) working days for their future benefits.

17.02 Sick Leave Defined

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

17.03 Sick Leave During Leave of Absence

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

17.04 Extension of Sick Leave

An employee with more than one (1) year of service who requires a longer period of sick leave than that standing to their credit in order that they may have treated and recover from an illness may, upon written application approved by the Employer, be allowed to anticipate extension of their sick leave to a maximum of eighteen (18) additional working days. This sick leave extension shall be repaid by the employee upon their return to duty through his normal monthly accumulation and, except with the permission of the Employer, no further payment of sick leave benefit shall be made until the extended credit has been so repaid.

17.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. All time used to be deducted from sick leave accumulation.

17.06 Proof of Illness

An employee may be required by the Employer to produce a Certificate **from** a qualified Medical Practitioner for any illness certifying that such employee is unable to carry out

his/her duties due to illness or non-compensable accident. Where such Medical Certificate is not produced, there shall be no sick pay allowed.

17.07 Sick Leave Records

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

17.08 Family Illness

The Employer recognizes that in circumstances of single working parents or where both parents work, there will be times when children or other immediate members of the family living in the employee's household are ill and will require the employee's attention and will prevent him or her from meeting his or her work commitment. It is equally expected that contingency plans should be available that would allow the employee to be at work within a couple of hours of a disruption occurring. It is also expected that where both parents work they would alternate in handling these occasional crisis illnesses. Therefore, in case of illness of an immediate member of the family of an employee, where no one is at the employee's home other than the employee who can provide the needs of the ill person, the employee shall be entitled, after notifying the Department Head, to use a maximum of two (2) accumulated sick days per illness to a maximum of five (5) days per calendar year for this purpose.

17.09 Notification

Effective 1999 February 11, an employee unable to work because of illness shall notify the Employer by telephone a **minimum** of forty-five **(45)** minutes **prior** to **shift** commencement unless there are extenuating circumstances. In case of medical appointments, employees shall notify the Employer **a** minimum of twenty-four **(24)** hours in advance of the appointment, unless there are extenuating circumstances.

ARTICLE 18 - SERVICE SEVERANCE PAY

18.01 Retirement

Employees retiring from the service of the Employer (as defined by the Superannuation Pension Act), or Regular Employees terminating from the service of the Employer other than for retirement, with a minimum of twenty (20) calendar years' service with the Employer, shall be paid at the rate of five (5) days' pay for each calendar year of service.

The above paragraph shall have no application to employees **hired** after 1999 **February** 11. Regular Full-Time Employees hired after 1999 February 11 and who retire (as

defined by the Superannuation Pension **Act)** with **a** minimum of ten (10) years of service with the Employer shall be paid twenty (20) days' pay upon retirement.

18.02 Death

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

18.03 Effective Date

For the purpose of this Article, Service Severance Pay accumulation shall be effective from 1st January 1973.

18.04 Definitions

For the **purpose** of **Service** Severance Pay, the following definitions shall apply:

"Retirement" - shall be defined as an employee leaving the service of the Employer in accordance with the provisions of the Municipal Superannuation Act; and shall apply to all employees as though contributing under the said Act, provided they retire at the retirement ages permitted in the Superannuation Act.

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

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

ARTICLE 19 - LEAVE OF ABSENCE

19.01 For Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to *carry* on negotiations with the Employer, or with respect to a grievance.

19.02 For Union Duties

It is agreed that official representatives of the Union be granted leave of absence without pay to attend Union conventions or perform any other function on behalf of the Union

and its affiliation, provided not more than three (3) Union representatives shall be away at any one time. Such leave of absence shall not affect the employee's seniority and/or benefits contained in the Agreement,

It is agreed that any employee who is elected or selected € r a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period up to one (1) year and shall be renewed each year on request during his or her term of office.

19.03 Bereavement Leave

A Regular Employee shall be granted leave and may be granted a maximum of five (5) regularly scheduled consecutive work days' leave without loss of pay or benefits in the case of either death or terminal illness of a parent, spouse, brother, sister, child, parent-in-law or grandchild.

A Regular Employee shall be granted leave and may be granted a maximum of three (3) regularly scheduled consecutive work days' leave without **loss** of pay or benefits in the case of either death or terminal illness of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or any other relative residing in the employee's household. A relative shall include a person related by marriage, adoption or common-law.

Where the burial occurs outside the Province an additional leave without pay shall be granted for reasonable travelling time, not to exceed seven (7) days.

19.04 For Public Duties

- (1) Upon written request, the Employer may grant a leave of absence without pay and without **loss** of seniority to **a** maximum of four **(4)** weeks so that an employee may be a candidate in federal, provincial, or municipal elections.
- **(2) Upon** written request, the Employer may grant a leave of **absence** without pay **and** without loss of seniority to **an** employee who is elected to public office, during his or her term of office.
- (3) Such leaves shall not be unjustly withheld.

19.05 Mourner's Leave

One (1) day's leave shall be granted without loss of pay or wages to attend a funeral as a pallbearer.

19.06 General Leave

The Employer may grant leave of absence without pay and without loss of **seniority** to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly. **An** employee will continue to accumulate **seniority** for the first three (3) months of a leave of absence.

19.07 Jury or Court Witness Duty

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

An employee who is required to serve **as** a witness on his regular scheduled day **off**, in a court action **as** a direct result of his duties being performed while on the job, will be paid at the prevailing overtime rates upon proof of time served.

19.08 Maternity and Parental Leave

(1) Entitlement

Employees shall be entitled to maternity and parental leave without pay in accordance with the Employment Standards Act.

(2) Notice Requirements and Commencement of Leave

- (a) **An** employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth **of** the child.
- (b) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (c) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy, In such cases the employee's previously scheduled leave period will not be affected.
- (d) **An** employee on maternity leave or parental leave shall provide four **(4)** weeks' notice prior to the date the employee intends to return to work.

- (e) **An** employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (f) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

(3) Return to Work

On resuming employment an employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (4) herein, and vacation entitlement (but not for general holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(4) Benefits

- (a) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (b) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Pension (Municipal) Act.

19.09 <u>Military Leave</u>

An employee may be allowed up to a maximum of two (2) weeks without pay and without loss of seniority or welfare benefits to attend to military business. The employee must provide proof of participation in the program and must provide details of the requested leave prior to March 31 in each year.

19.10 <u>Benefit Provision During Leaves of Absence</u>

All benefits, except retention of seniority, terminate for any unpaid leave of absence in excess of four (4) weeks, other than those benefits included in Article 19.08.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

Effective 1999 February 11, employees shall be paid, in accordance with the attached salary and wage schedule, on a bi-weekly basis by direct deposit. On each pay day, each employee shall be provided with **an** itemized statement of their wages and deductions.

20.02 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of sex.

20.03 Part-Time Employee

Part-Time Employees shall receive the wage rates, conditions of employment, and perquisites specified in this Agreement on a prorata basis according to their hours of work.

20.04 Daily Guarantee

- Employees reporting for work on the call of the Employer except school students reporting for work on school days: the employee's regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one (1) day of:
 - (a) If the employee does not commence work, two (2) hours' pay at the employee's regular rate, except where the employee's condition is such that they are not competent to perform their duties, or has failed to comply with the Accident Prevention Regulations of the Workers' compensation Board; and
 - (b) If the employee commences work, four (4) hours' pay at the employee's regular rate.
- School students reporting for work on school days on the call of the Employer: the employee's regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one (1) day of two (2) hours' pay at the employee's regular rate.

20.05 Acting Pay

When an employee temporarily substitutes in, or performs the duties of a higher paying position at an hourly rate of pay, they shall receive immediately the rate for the job for time worked. When an employee temporarily substitutes in, or performs the duties of a

higher paying position for which a salary range has been established, in excess of one (1) working day, they shall receive for the time worked, either the first rate in that salary range which exceeds the salary he receives in their regular position or the rate at their current step in the next highest pay grade to their regular position, whichever is greater. When an employee is assigned to a position paying a lower rate, such employee shall incur no reduction in pay, Effective 1999 February 11, where the step in the higher salary range does not provide at least a four percent (4%) increase in the employee's pay, the employee's pay shall be adjusted to ensure that the employee receives at least a four percent (4%) increase in pay.

20.06 Acting Assignments in Exempt Positions

Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid from the first day in the temporary assigned position, ten percent (10%) above the assigned employee's regular classification rate for time worked. In each assignment the employee shall be notified in writing in advance of the temporary assignment and shall be advised of the duties, responsibilities and role during the temporary assignment.

20.07 Provisions for Meals and Rest Periods on Overtime

After regular hours where an employee is required to work overtime they shall receive breaks of one-half (1/2) hour each, time off without pay for meal time, as herein provided. In the event that the overtime work continues immediately after regular hours and is estimated to continue for two (2) hours or longer, the first half (1/2) hour break shall be given within the second (2nd) hour of overtime and if overtime continues, the employee shall be entitled to one-half (1/2) hour time off without pay at the end of every four (4) hours after the first meal time break, In the event that an employee having completed their regular hours is called back to perform overtime work the half (1/2) hour time off period shall be granted within the fifth (5th) hour of overtime and if overtime work continues then further periods shall be granted at the end of every four (4) hours thereafter. If an employee is required to perform overtime work within the first hour after regular hours the overtime work will for the purpose of this clause be deemed to have continued immediately after regular hours.

In each four (4) hour work period there shall be a fifteen (15) minute rest period. An employee required to work more than two (2) hours overtime immediately following their regular shift shall be provided with a meal, or an allowance of \$7.50, by the Employer.

The above references to 'regular hours' and 'regular shift' are based on full-time hours.

20.08 Education Allowances

The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify himself to perform his job. Payment shall be made upon commencement of the course, with an understanding that if an employee fails the course, it is the responsibility of the employee for further costs associated with that particular course. The employee must conscientiously attend and complete assignments and, if not, tuition shall be refunded to the Employer.

20.09 <u>Fees and Licenses</u>

The Employer shall pay fees and/or Licenses for any employee who is required by the Employer to be a member of an association, or hold a ticket except commonly held licenses and tickets such as a driver's license.

20.10 Premium Pay - Raw Sewage

Effective 1999 February 11, sanitary sewer employees shall be paid a **premium** of **\$.50** per hour while they are in contact with live sewage while reconstructing or hooking up sewers. (The Superintendent of Sewer **Works** shall determine when **this** premium shall be paid.)

Employees engaged in the cleaning of sewage pumping station wells and grit chambers shall receive an additional four (4) pay groups while engaged in this work.

20.11 <u>Premium Pay - Brushing</u>

Employees performing "brushing" duties shall receive twenty cents (\$0.20) per hour in addition to the regular rate of pay for actual time spent in "brushing", to assist in the replacement of rain gear.

20.12 Tool Allowance

An additional fifteen cents (\$.15) per hour as a tool allowance for mechanics and carpenters if such employees are required to provide tools.

20.13 **First** Aid Allowance

Employees who are required to maintain a First Aid Certificate shall receive for an:

- (1) Occupational First **Aid** Level 1 forty cents (\$.40) per hour;
- (2) Occupational First Aid Level 2 *fifty* cents (\$.50) per hour;

(3) Occupational First Aid • Level 3 • sixty cents (\$.60) per hour.

20.14 Boot Allowance

An additional twenty cents (\$.20) per hour boot allowance for all members of the asphalt crew (including the truck driver, where they work in the asphalt alongside the asphalt crew).

20.15 <u>Clothing and Broken Tool Replacement Policies</u>

- (1) The Municipality agrees to supply:
 - (i) two (2) pairs of clean coveralls per week per mechanic;
 - two (2) pairs of clean coveralls per week per operator of paint and spray machines while actually spraying;
 - (iii) two (2) rubberized suits and suitable oxygen masks for each pump station;
 - (iv) two (2) pairs of clean coveralls per week per person for the parks garbage detail, garbage dump attendant, and the street sweeper driver;
 - (v) leather gauntlet style gloves shall be made available to all brushing crew employees;
 - (vi) Municipality agrees to test the use of disposable lab coats for Exhibits Clerk position.
- In any case, where mechanics and carpenters are required by the Employer to provide their own hand tools and where such hand tools are broken **as** a result **of** such employees **carrying** out the required duties and responsibilities in a proper manner, then the Employer shall pay the cost **of** replacing such broken hand **tools**, unless the employee is able to effect replacement without **cost** to themselves under the terms of a guarantee or warrantee, provided the replacement is approved by the appropriate Supervisor.

20.16 <u>Transportation</u>

Where Outside Employees are transported to and/or from their work in the back of trucks, such trucks shall be equipped with protection from the weather. No explosive materials, i.e. gas, dynamite, caps or any dangerous tools to be carried in back of trucks at the Same time as employees are transported.

20.17 Mileage Allowance

Kilometer rates paid to employees using their own vehicle for the Employer's business shall be as follows:

- (1) Employees, other than those covered by Section (3) shall be paid thirty-three cents (\$.33) per kilometer. Subject to review every six (6) months by the Labour Management Committee.
- (2) There shall be no obligation on the part of the employee to use their own vehicle on Municipal business.
- The Employer shall provide transportation **for** those employees in the following classifications where transportation is required:

Building/Electrical Inspector

Carpenter

Cemetery Caretaker

Draftsperson/Engineering Assistant I, XI, III

Foreman I, II, III

Gardener

Licence Inspector/By-Law Enforcement Officer

Planning Technician

Playground Director

Plumbing/Gas Inspector

Recreation Coordinator

Works Inspector

For the purpose of this clause, all kilometers shall be calculated from the first to the last day of each calendar month.

20.18 Time Sheets

Where monetary changes are made to Payroll time sheets, the employee will be provided with written documentation of the reasons for the changes.

ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION

21.01 <u>Job Descriptions</u>

The Employer agrees to draw up job descriptions for all positions and classifications for which the **Union** is bargaining agent.

Classifications and job descriptions so established shall not be eliminated without first advising the Union.

21.02 Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the Union and/or employee feels they are unfairly or incorrectly classified, or when any position not covered by *salary* and wage schedules attached hereto is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become effective on a date mutually agreed upon between the parties.

21.03 Reclassifications

(1) For the trial period it is understood and agreed that in the event of a reclassification to a higher position the employees shall receive no reduction in pay and shall fit the increment schedule accordingly, and at the end of the trial period the employee shall receive the next highest increment of the higher position.

In all cases where an employee has been reclassified to a higher classification as to employment after January 1st, 1970, payment of annual salary increments may be made from the anniversary date of such reclassification, and not from the anniversary date of his or her employment by the Employer.

Adjustment in Pay - In the event of reclassification or revaluation results in a lower rate **of** pay for **a** position class, the incumbents shall suffer no loss of pay but shall be granted fifty percent (50%) of any general increase until the revised rate of pay **is** reached.

ARTICLE 22 - WELFARE BENEFITS

22.01 Pension Plan

In addition to the Canada Pension Plan, any Regular Employee entering the service of the Employer shall participate in a pension plan under the terms of the Municipal Superannuation Act.

22.02 <u>Participation in Group Plans</u>

Effective the first of the month following completion of three (3) months' continuous service, each Regular Full-Time Employee shall be required to participate in Group Life

as a condition of employment and shall also be required to participate in the Medical, Extended Health and Dental Plans unless already covered under a spousal or parental plan.

22.03 Medical Benefits

Medical and Surgical Benefits through the Medical Services Plan of British Columbia.

22.04 Extended Health and Dental Care

Effective 1999 February 11:

- (1) The Extended Health Care Plan has a lifetime maximum of \$500,000 per person and includes, among other benefits, coverage for vision care with a maximum payable of \$300.00 per person in a twenty-four (24) month period, hearing aids, diabetic equipment and supplies, orthopedic shoes, ostomy and clinical psychologist, all subject to the provisions of the Plan.
- (2) The Dental Plan provides for the following services:
 - (a) Basic Dental Services (plan 'A') paying for one hundred percent (100%) of the approved Schedule of Fees;
 - (b) Prosthetics, Crowns and Bridges (Plan 'B') paying for seventy percent (70%) of the approved schedule of fees;
 - Orthodontics (Plan 'C') paying for fifty percent (50%) of the approved schedule of fees. The lifetime maximum shall be \$2000 for adults and dependent children as defined by the Plan.

The maximum payable per person per year under Plans 'A' and 'B' combined is \$2000.

Coverage includes a spouse, dependent unmarried children until the age of 21, and dependent unmarried children over the age of 21 while they are in full-time attendance at a recognized educational institute to age 25.

Notwithstanding the provisions contained in this clause, all Time Duration Employees shall be excluded from Extended Health Care Plan and Dental Care Plan.

22.05 Group Life Insurance

Group Life Insurance Package comprised as follows:

- (1) Straight Life two times (2X) annual salary;
- (2) Accidental Death & Dismemberment two time (2X) annual salary.

Annual salary shall mean the salary of the employee based on their regular position.

22.06 Long Term Disability Plan

Ninety (90) days after instruction from the Union to commence the **Plan**, employees shall be covered by a Long Term Disability Plan which will provide two-thirds (2/3) salary continuation after six (6) consecutive months of disability until age 65. The cost of the Plan will be borne entirely by the employee. Eligible employees, upon completion of a three (3) month waiting period, shall become members of the Long Term Disability **Plan**, as a condition of employment.

22.07 Cost Sharing

The cost of providing group plan benefits shall be borne sixty percent (60%) by the Employer and forty percent (40%) by the employee. Effective 1999 March 01, the cost of providing group plan benefits shall be borne sixty-five percent (65%) by the Employer and thirty-five percent (35%) by the employee. **Costs** of providing the Long Term Disability **Plan** shall be borne entirely by the employee.

22.08 Analysis of Tenders

The Union President or his/her designate will be advised of the analysis of tenders solicited by the Employer for placing or reviewing the benefits under Section 22.03, 22.04, and 22.05.

ARTICLE 23 - SAFETY AND HEALTH

23.01 <u>Cooperation on Safety</u>

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

23.02 Union-Employer Safety Committee

A Safety and Health Committee shall be established and composed **of** representatives of the Employer and the **Union**, each to appoint their respective members, to a maximum **of** five (5) members each, with equal representation from each Department where possible.

٠

23.03 <u>Meetings of Committee</u>

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

23.04 Safety Measures

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

23.05 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job, which, in the opinion of the Safety Committee is not safe. No employee shall be required to work in contravention of safety regulations set out by the Workers' Compensation Board or other Regulatory Agency. If an employee is concerned about the safety of the job site or equipment assigned, he will immediately report the condition to his management supervisor who will ensure that the work may be performed without undue risk. If the matter remains unresolved, it shall be referred to the Safety Committee for an immediate decision.

23.06 <u>Investigation of Accidents</u>

The Union shall be notified **as** soon **as** possible of each accident or injury. Copies of **all** reports shall be forwarded to the Secretary of the Union. Upon request of the **Union**, the Safety and Health Committee shall investigate and report **as** soon **as** possible on the nature and causes **of** the accident or injury.

23.07 Pay for Injured Employees

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

23.08 Transportation of Accident Victims

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

23.09 Workers' Compensation Board Claim

- Where a Regular Employee is on a claim recognized by the Workers' Compensation Board or has submitted a W.C.B. claim and has adequate accumulated sick leave, the employee shall be entitled to receive an advance equal to seventy-five percent (75%) of the employee's regular gross wages lost due to the absence. Where an employee elects to receive an advance under this Article, the compensation payable by the Workers' Compensation Board shall be remitted to the Employer. Any differences between the advance and the W.C.B. reimbursement will be adjusted on the employee's first pay cheque upon return to work. Where the employee's regular net pay is greater than the benefits payable by the Workers' Compensation Board the employee may request an adjustment cheque equal to the difference upon their return to regular work. Such adjustment shall be deducted from the employee's accrual of sick leave.
- The Union, the Joint Safety and Health Committee and the representatives thereof shall have full access to employee accident reports and other Employer safety and non-confidential health records in the possession of the Employer, including records, reports and other data provided to and by the Workers' Compensation Board and the Government and its agencies.

23.10 Job Safety Orientation

It is agreed that safety is the concern of both the Union and the Employer and in this regard, each new employee on their first day of employment, shall undertake job safety orientation as promised by the Employer.

The Employer will work with the Safety and Health Committee in coordinating safety seminars, aimed at educating the Employer's work force in job-related personal and public safety matters. Time spent during regular working hours shall be considered time worked.

23.11 <u>District Vehicles - Safety Checks</u>

In the interest of promoting and preserving a safe District Vehicle Policy, the Employer shall ensure that all District vehicles, including sedans and pick-up trucks, are maintained on a continuous basis in accordance with the National Safety Code and the B.C. Commercial Vehicle Inspection Program.

23.12 Disclosure of Information

Upon request, the Employer shall provide to the Safety Committee the information it is capable of obtaining from its suppliers on biological agents, compounds, substances and by-products used in the work environment.

ARTICLE 24 - TECHNOLOGICAL AND OTHER CHANGES

24.01 The Employer recognizes that it has a responsibility to its employees before the introduction of any technological changes or methods of operation which may adversely affect the continued employment of regular employees, conditions of employment, wage rates, or work load. In this respect the Council of the Corporation of the District of Maple Ridge shall notify the Union.

The Employer further recognizes that Regular Employees so affected will be given all available opportunities commensurate with seniority and abilities to acquire the necessary knowledge and skills required for retention of their employment. Notwithstanding the foregoing, it is agreed between the parties that any Regular Employee who is displaced as a result of technological changes or method of operation, will be given an opportunity to fill vacancies related to his or her skills and qualifications according to seniority.

ARTICLE 25 - TRAINING PROGRAM

25.01 The Employer shall post any job related training courses for which employees may be selected on Bulletin Boards to afford all interested employees an opportunity to apply for such training.

Regular Employees will be encouraged to learn the duties of other positions under proper supervision and every opportunity shall be afforded them to learn the work of such positions during the regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. The Department Head shall for this purpose arrange for the interested employee(s) to learn positions for temporary periods without affecting the rates of pay of the employee(s) concerned. All applications of interested employees shall be forwarded to the Director of Personnel.

Employees interested in training for other positions may, in showing initiative, make every effort to gain knowledge, ability and skill outside the Municipal sphere so as to augment the above.

ARTICLE 26 - JOB SECURITY

The Employer has the right to contract out any work; however, such contracting out shall not affect the continued employment of those Regular and Part-Time Employees (including Probationary Employees) on the District's payroll as of 1999 January 11.

ARTICLE 27 - GENERAL CONDITIONS

27.01 Proper Accommodation

Proper accommodation shall be provided for employees working at the Municipal hall, the Arena, Municipal Operations Centre and Gravel Pit to have their meals and change their clothes. The Employer will endeavour to provide a vehicle in which those employees on other job sites may eat their lunch, and when such employees are working in unsanitary conditions or during inclement weather, the Employer will endeavour to provide reasonable facilities.

27.02 Bulletin Boards

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

27.03 Termination

All employees shall give not less than ten (10) working days' notice to his or her Department Head of intention to terminate employment.

27.04 Retirement

It is understood that retirement of an employee shall be at the age of sixty (60) years for females and sixty-five (65) years for males, in accordance with the provisions contained in the Municipal Superannuation Act; except that female employees shall have the option of working to age sixty-five (65).

27.05 Indemnity

Where coverage supplied through its comprehensive liability policy does not apply, the Employer agrees to meet with the Union to determine whether or not legal counsel is the responsibility of the Employer.

27.06 Plural or Feminine Terms May Apply

Where the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used.

27.07 No Discrimination

It is agreed that there shall be no discrimination, interference, restriction, coercion, harassment or intimidation with respect to an employee by reason of age, race, creed,

colour, national **origin**, political or religious affiliation, **sex**, sexual orientation, mental or physical disability, or membership or activity in the Union.

ARTICLE 28 - CONTINUATION OF ACQUIRED RIGHTS

All provisions of this Agreement are subject to applicable laws and regulations now or hereafter in effect. If any law now existing or hereafter enacted, or altered by way of changes to the law or regulations shall invalidate any provisions of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, this Agreement shall not be invalidated. It is understood and agreed that the existing rights, benefits or privileges of the employees and the Employer shall not be less than those provided for in this Agreement or applicable legislation (whichever is the greater) and either party upon notice to the other may reopen this present Agreement to the degree necessary to give effect to the provisions contained herein.

ARTICLE 29 - CROSSING OF PICKET LINES DURING STRIKE

29.01 No employee covered by this Agreement, except in emergency conditions, will be required to enter any building, property, or business where a picket line is in evidence, when such picket line is established under the Statutes of the Province of British Columbia or the Statutes of the Dominion of Canada.

In witness whereof, both parties hereto have executed these presents on this 3th day of 1999.

SIGNED ON BEHALF OF THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE:

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO .622:

PRESIDEN

SEC

MAYOR

CLERK

SCHEDULE "A"

Except as provided in Notes A and B, eligibility for advancement from one step (increment) to the next is as follows:

Pay Grades 9 to 14 6 month eligibility to move from Steps 1 to 2 and 2 to 3; thereafter

12 month eligibility;

Pay Grade 15 6 month eligibility to move from Step 1 to 2; thereafter 12 month

eligibility;

Pay 16 and above 12 month eligibility.

A. The following classes receive semi-annual increments:

Clerk 1 Rodperson Utility Equipment Operator

B The following classes receive annual increments:

Foreman 2 (Cemetery) Tradesperson Foreman

C Rates for the following classes of positions have been based upon a 35-hour work week, but in recognition of their regular work week of 40 hours they shall receive an additional 14% compensation for the additional 5 hours per week:

Aquatic Leader 3

Business Development Officer

Coordinator - Aquatics

Coordinator - Seniors

Coordinator - Special Events

Coordinator - Special Services

Coordinator - Sports/Fitness

Coordinator - Youth Program

Engineering Inspector 1

Engineering Inspector 2

Storekeeper 1A

Storekeeper 2

Youth Program Assistant

SCHEDULE "A" (cont'd)

Page 2

Pates for the following classes of positions have been based upon a 37½ hour work week, but in recognition of their regular work week of 40 hours they shall receive an additional 7% compensation for the additional 2½ hours per week:

Building Service Worker Iceperson-Maintenance Person 1 Iceperson Maintenance Person 2

The following classes of positions **shall** receive **a** premium when required to operate a small tractor with attachments. Such premium shall be the difference between the hourly rate equivalent **of** the incumbents' basic monthly salary and **the** appropriate Equipment Operator rate:

Storekeeper 1A Storekeeper 2

F No classes of positions assigned to the Parks and Recreation Department receive shift differential, save and except the following classes of positions:

Building Service Worker Iceperson-Maintenance Person 1 Iceperson-Maintenance Person 2

G The following classes of positions are not entitled to additional compensation in the form of shift differential:

Custodial Guard 1 Custodial Guard 2 Custodial Guard 3

Positions based on an eight (8) hour day, forty (40) hour week which shall work from 8:00 a.m. to 4:30 p.m. with a one-half (1/2) hour lunch period, and staggered office hours to ensure that the office remains open during the full working day, Monday to Friday inclusive, without premium pay:

Storekeeper 1A Storekeeper 2

Positions based on a regular eight (8) hour day rotating weekly from day shift to afternoon shift to midnight shift. Shifts to be scheduled as seven (7) consecutive work days on day shift, followed by two (2) consecutive days, of rest without premium pay; the second week

Page 3

to be seven (7) consecutive work days of afternoon shift with premium pay as per Article 13.10 followed by two days of rest; the third week to be six (6) consecutive days of midnight shift with shift differential as per Article 13.10 followed by four (4) consecutive days of rest:

Building Service Worker Iceperson-Maintenance Person 1 Iceperson-Maintenance Person 2

Positions at the Leisure Complex based on a thirty-five (35) hour week under Article 12.01, which may work any seven (7) hours or part thereof between the hours of 6:00 a.m. and 11:30 p.m., Monday to Sunday, inclusive, with shift differential as per Article 13.10:

Booking Clerk
Cashier-Clerk/Receptionist
Clerk 1 - Leisure Centre
Clerk 2 - Leisure Centre
Cffice Supervisor
Registration Clerk-Receptionist

The following classes of positions which are **based** on **an** eight (8) hour day, forty (40) hour week, may be required to work more than five (5) consecutive shifts in a week or **more** than forty (40) hours in a week without overtime rates being paid. It is understood that appropriate overtime rates are to be paid only for all hours worked in excess of an average of forty (40) hours a week in a two (2) week period or for all hours worked in excess of eight (8j hours in a shift. It is ex ressly stated that any eight (8) hours need not be consecutive:

Aquatic Leader 3

Business Development Officer

Coordinator - Aquatics

Coordinator - Seniors

Coordinator • Special Events

Coordinator • Special Services

Coordinator - Sports//Fitness

Coordinator - Youth Program

Youth Program Assistant

The following classes of positions which are based on a seven (7) hour day, thirty-five (35) hour week, may be required to work 1 tore than five (5) consecutive shifts in a week

Page 4

or more than thirty-five (35) hours in a week without overtime rates being paid. It is understood that appropriate overtime rates are to be paid only for all hours worked in excess of an average of thirty-five (35) hours a week in a two (2) week period or for all hours worked in excess of seven (7) hours in a shift. It is expressly stated that any seven (7) hours need not be consecutive:

Cashier-Clerk Receptionist Registration Clerk-Receptionist

- M Clerical staff positions in the Information Services Department and in the Engineering Operations, based on a thirty-five (35) hour week under Article 12.01, may work any seven (7) hours between the hours of 8:00 a.m. and 5:00 p.m., Monday to Friday.
- Positions based on Article 12.01 which may, at the discretion of the Commanding Officer of the R.C.M.P. or his duly appointed representative, work any seven (7) hours between the hours of 7:00 a.m. and 12:00 midnight, Monday to Sunday, inclusive, with shift differential as per Article 13.10. When shifts are changed, or positions hired, employees in the positions prior to 1992 March 15 will be given shift preference on the basis of seniority.

RCMP - CPIC Operator-Clerk

RCMP - Clerk Traffic

RCMP - Clerk Typist 3

RCMP - PIRS Operator

RCMP - PIRS/CIIDS Operator

RCMP - PIRS/CIIDS Supervisor

GIS Secretary

RCMP Volunteer Programs Coordinator

Receptionist-Switchboard Operator (Afternoon RCMP)

The following classes of positions based on a seven (7) hour day averaging thirty-five (35) hours a week which **shall work** on regular rotating **shifts** between the hours of 8:00 **a.m.** and 4:00 p.m., 4:00 p.m. and midnight, **and** midnight **and 8:00 a.m.**, with one (1) hour for lunch:

Telecommunications Operator - Police Senior Telecommunications Operator - Police

Positions based on an eight (8) hour day forty (40) hour week; one (1) mechanic may work 12:30 p.m. to 4:30 p.m. and from 5:00 p.m. to 9:00 p.m. daily, Monday to Friday inclusive, with shift differential as per Article 13.10.

Page 5

Tradesperson 2 - Mechanic Tradesperson Foreman

Positions based on an eight (8) hour day/furty (40) hour week which shall work any eight (8) consecutive hours, mutually agreed by the panties, exclusive of lunch, Monday to Friday inclusive, with shift differential as p -Article 13.10.

Equipment Operator 3 - Street Swerper

Positions based on an eight (8) hour day/forty (40) hour week: or part thereof which may be required to work any eight (8) hours r part thereof, Monday to Sunday, with shift differential as per Article 13.10. The dail guarantee shall be in accordance with Article 20.04.

Automotive Serviceperson

s:Positions based on an eight (8) hour day/forty (40) 'hour week which shall work five (5) consecutive days; one of the days may be on Saturday or Sunday, without premium pay.

Water Works Department Foreman

Positions based on an eight (8) hour day/forty (40) hour week, which shall work any eight (8) consecutive hours, exclusive of lunch, anti five (5) consecutive days, Monday to Sunday, with two (2) days of rest, with shift differential as per Article 13.10.

Parks Division - two (2) employees

The following classes of positions which are based on an eight (8) hour day - forty (40) hour week may be required to work more than five (5) consecutive shifts in a week or more than forty (40) hours in a week without overtime rates being paid. It is understood that appropriate overtime rates are to be paid only for all hours worked in excess of an average of forty (40) hours a week in a two (2) week period or for all hours worked in excess of eight (8) hours in a shift. It is expressly stated that any eight (8) hours need not be consecutive. A shift differential shall not apply to such classes of positions, save and except for the Building Service Worker, I expresson-Maintenance Person 1 and I ceperson: Maintenance Person 2 classes of positions.

Aquatic Leader 1 Aquatic Leader 2 Aquatic Leader 3 Building Service Worker

SCHEDULE "A" (cont'd)

Page 6

Cashier Attendant
Icepatrolperson
Iceperson-Maintenance shift differe
Iceperson-Maintenance Person 2
Program Assistant

ial Person 1

V In the event of a strike, the following classes of positions will be considered as an essential service.

Senior Telecommunications Operators
Telecommunications Operators

SCHEDULE "A-1"

A <u>Compressed 'Work Week - Senior Telecommunications Operator - Police and Telecommunications Operator - Police</u>

The parties have agreed to amend the application of Item "O" in Schedule "A" so as to permit the clans of positions of "Senior Telecommunications Operator - Police" to work a schedule developed on the concept, of four (4) days on duty and four (4) days off duty in accordance with the following principles:

- (1) The work schedule for hours of work shall be based on an average of thirty-jive (35) hours per week.
- The work schedule shall be developed on the concept of four (4) days on duty and four (4) days off duty. It being understood that one adjustment day (additional day off) shall be scheduled every month and one-half.
- The hours of work for each shift shall consist of ten (10) hours and thirty (30) minutes. These hours of work shall be inclusive of two eighteen (18) minute rest periods and exclusive of one and one-half (1½) hours for lunch. The standard shift shall be twelve (12) consecutive hours from seven a.m. (7:00 a.m.) to seven p.m. (7:00 p.m.), or four p.m. (4:00 p.m.) to four a.m. (4:00 a.m.), or seven p.m. (7:00 p.m.) to seven a.m. (7:00 a.m.).

Notwithstanding any Clause in this Collective Agreement, the Municipal Administrator may change the above standard shift schedule to provide for either the needs of the public or efficiency of operation. It is mutually agreed between the parties that the Municipal Administrator shall provide the Union with notice setting forth the intended changes and if the Union so desires, it !;hall, within thirty (30) calendar days of such notice, discuss and provide explicit reasons against the changes to the Municipal Administrator for consideration.

- It is agreed that arrangements for the conversion of fringe benefits from a five-day week basis to the concept of four (4) days on duty and four (4) days off duty, shall be made in accordance with the principles set forth in Part B of Schedule "A-1".
- The four (4) days on duty and four (4) days off duty schedule shall commence on 1991 January 01.
- This Agreement shall be viewed by both parties as a trial arrangement and either the District or the Union may tensionate it by stating in writing that the work schedule revert to that which we some effect prior to implementation of this

Agreement. Any reversion shall occur no later than thirty (30) calendar days after receipt of such statement by the other party.

- (7) It is understood and agreed between the parties that the intent of the Memorandum of Agreement is that no lesser or no greater advantage shall result from the trial arrangement.
- (8) It is agreed with respect to any differences between the parties, and particularly with respect to any disputes between individual employees and the Commanding Officer of the RCMP, regarding matters arising in general out of implementation and administration of this Memorandum of Agreement that any such differences or disputes shall be referred in the first instance to a joint committee comprising the Union President and the Personnel Director. It is agreed that such reference shall be considered a prerequisite to the filing of any grievances. It is agreed that any settlement with respect to such differences or disputes must be consistent with the provisions of the Collective Agreement for those classes of positions that are seven (7) hours a day, thirty-five (35) hours a week. It is further agreed that the implementation and administration of this Memorandum of Agreement, or consequent reversion, shall be of no additional cost to the District.

B. <u>Principles Governing the Conversion of Employee Fringe Benefits in Cases of Introduction of Compressed Work Weeks</u>

It is expressly agreed that formulas related to compressed work week conversions are to be based upon the principle that any adjustment from a five-day week is to be accomplished with neither any additional salary or tenefit cost to the Employer nor any reduction in the salaries or benefits received by the employees

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

- Basic annual working hours shall be calculated as 260.89×4 daily working hours as per the 5-day week; e.g. $260.89 \times 7 = 1826 \%$, or $260.89 \times 7.5 = 1956.675$.
- Basic annual general holiday hours shall be calculated as 11×4 daily hours as per the 5-day week; e.g., $11 \times 7 = 77$, or $11 \times 7.5 = 82.5$.

- (3) Account shall be taken of the difference in basic annual rest period allowances; e.g. 52.178 weeks x 5 days x 20 minutes (=86.96 hours) in the case of the standard 5-day week; 52.178 x 4 x 20 minutes (=69.57 hours) in the case of the 4-day week; and 52.178 x 4.5 x 20 minutes (=78.27 hours) in the case of the 9-day fortnight.
- Employees shall have at least two of their days off in any week consecutive, and such days off shall for purposes of Overtime Fay be deemed to be the "first scheduled rest day" and the "second scheduled rest day". Pay for any work on the third day off in any week shall be in accordance with normal daily overtime rates.
- (5) For the purposes of Overtime Pay on scheduled working days, normal daily working hours and the normal work week shall be considered to be those lengths of time established by the parties pursuant to paragraph 8 herein.
- (6) Annual Vacation entitlement and **all** credits for Sick Leave shall be converted from working days to working hours by multiplying the number of days to an employee's credit **by** the daily working hours **as** per the previous 5-day week. **All** deductions or debits shall be made on the basis that each working day of absence shall be measured **as** the length of time established by the parties pursuant to paragraph 8 herein.
- (7) Notwithstanding any Clause in the Collective Agreement to the contrary, an employee shall not receive pay for acting in a senior capacity where he or she has been temporarily required to accept the responsibilities and carry out the duties of the senior position because of the absence of the incumbent of that senior position due to the compressed work week.
- (8) In order to establish the length of the compressed work day and the compressed work week, the parties are to be governed by the principle that the basic annual working hours less basic annual general holiday hours and less basic annual rest period allowances are to remain the same under the compressed work week as they were under the standard work week, The parties shall decide how to deal with the matter of general holidays in accordance with one or other of the three following ways, and their decisions shall determine automatically the lengths of the compressed work day and work week:
 - (a) Revert to a standard 5-day week in **any** week when a general holiday occurs;
 - (b) Change days off during any week when a general holiday occurs in order that each employee shall work on 4 days in every week of the year with the

sole exception being when **Christnes** Day and Boxing Day are observed in the Same week in which **case** each employee shall work three (3) days in that week and five (5) days in the immediately preceding week;

- (c) Have a compressed **work** day **off** with pay for each general holiday, and owe the Employer the difference in hours between the length of the compressed work day and the length of the employee's former standard work day.
- Whenever any doubt arrises as to how the fringe benefit conversion should be made with respect to any item (whether or not covered by this Schedule "A-1"), the doubt shall be resolved by reference to the basic principle agreed upon by the parties, i.e., there shall be no additional salary or benefit cost to the Employer, and no reduction in the salaries or benefits received by the employees.

SCHEDULE "B"

BI-WEEKLY SALARIES

Key:

A - Effective 1997 April 01 - 1998 March 31 B - Effective 1998 April 01 - 1999 March 31 C - Effective 1999 April 01 - 2000 March 31

Job Title	Sched. "A" Notes	Pay Grade	Effec. Date	Steps:	2	3	4
Accountant 1		21	A B C	1362.25 1375.87 1389.63	1438.44 1452.82 1467.35	1519.23 1534.42 1549.76	1604.47 1620.51 1636.72
Accountant 2		23	A B C	1478.14 1492.92	1561.33 1576.94	1649.57 1666.07	1742.74 1760.17
Accountant 3		25	A B	1507.85 1604.47 1620.51	1592.71 1695.30 1712.25	1682.73 1791.65 1809.57	1777.77 1893.44 1912.37
Accounting Clerk 1		14	C A B	1636.72 1028.02 1038.30	1729.37 1083.98 1094.82	1827.67 1143.34 1154.77	1931.49 1206.08 1218.14
Accounting Clerk 2		17	_ С А	1048.68 1158.32	1105.77 1222.18	1166.32 1289.89	1230.32 1362.25
Administrative		23	B C	1169.90 1181.60 1478.14	1234.40 1246.74 1561.33	1302.79 1315.82 1649.57	1375.87 1389.63 1742.74
Assistant		23	B C	1492.92 1507.85	1576.94 1592.71	1666.07 1682.73	1760.17 1777.77
Administrative Assista - RCMP	nt	19	A B C	1255.81 1268.37 1281.05	1325,56 1338,82 1352,21	1399.53 1413.53 1427.67	1478.14 1492.92 1507.85
Aquatic Leader 3	C,K,U	18	A B C	1206.08 1218.14 1230.32	1272.82 1285.55 1298.41	1343.60 1357.04 1370.61	1418.45 1432.63 1446.96

$\underline{\textbf{SCHEDULE "B"}}\,(\texttt{cont'd})$

Page 2

Key:

A - Effective 1997 April 01 - 1998 March 31 B - Effective 1998 April 01 - 1999 March 31 C - Effective 1999 April 01 - 2000 March 31

Job Title	Sched. "A" Notes	Pay <u>Grade</u>	Effec. <u>Date</u>	Steps:1	2	3	4
Booking Clerk	J	14	A B C	1028.02 1038.30 1048.68	1083.98 1094.82 1105.77	1143.34 1154.77 1166.32	1206.08 1218.14 1230.32
Building Clerk		16	A B C	1113.07 1124.20 1135.44	1174.19 1185.93 1197.79	1238.99 1251.38 1263.89	1308.03 1321.11 1334.32
Building Inspector 1		25	A B C	1604.47 1620.51 1636.72	1695.30 1712.25 1729.37	1791.65 1809.57 1827.67	1893.44 1912.37 1931.49
Building Inspector 2		27	A B C	1742.74 1760.17 1777.77	1841.94 1860.36 1878.96	1947.16 1966.63 1986.30	2058.56 2079.15 2099.94
Building/Electrical Inspector 1		25	A B C	1604.47 1620.51 1636.72	1695.30 1712.25 1729.37	1791.65 1809.57 827.67	1893.44 1912.37 1931.49
Business Development Officer	C,K	23	A B C	1478.14 1492.92 1507.85	1561.33 1576.94 1592.71	649.57 666.07 682.73	1742.74 1760.17 1777.77
Buyer		20	A B C	1308.03 1321.11 1334.32	1380.95 1394.76 1408.71	1458.27 1472.85 1487.58	1540.80 1556.21 1571.77
By-Law Enforcement		18	A B C	1206.08 1218.14 1230.32	1272.82 1285.55 1298.41	1343.60 1357.04 1370.61	1418.45 1432.63 1446.96
Cashier-Clerk Receptionist	J,L	12	A B C	950.43 959.93 969.53	1001.70 1011.72 1021.84	1056.08 1066.64 1077.31	1113.07 1124.20 1135.44

SCHEDULE "B" (cont'd)

Page 3

A - Effective 1997 April 01 - 1998 March 31 **B** - Effective 1998 April 01 - 1999 March 31 C - Effective 1999 April 01 - 2000 March 31 Key:

Job Title	Sched. "A" Notes	Pay <u>Grade</u>	Effec. Date	Steps:	2	3	4
Cashier-Clerk Finance		16	A B C	1113.07 1124.20 1135.44	1174.19 1185.93 1197.79	1238.99 1251.38 1263.89	1308.03 1321.11 1334.32
Clerical Supervisor		15	A B C	1068.80 1079.49 1090.28	1127.24 1138.51 1149.90	1189.21 1201.10 1213.11	1255.81 1268.37 1281.05
Clerk 1	A,J	11	A B C	915.12 924.27 933.51	964.26 973.90 983.64	1016.36 1026.52 1036.79	1068.80 1079.49 1090.28
Clerk 2	J	13	A B C	989.22 999.11 1009.10	1042.85 1053.28 1063.81	1099.24 1110.23 1121.33	1158.32 1169.90 1181.60
Clerk 3		17	A B C	1158.32 1169.90 1181.60	1222.18 1234.40 1246.74	1289.89 1302.79 1315.82	1362.25 1375.87 1389.63
Clerk Buyer		17	A B C	1158.32 1169.90 1181.60	1222.18 1234.40 1246.74	1289.89 1302.79 1315.82	1362.25 1375.87 1389.63
Clerk Police		15	A B C	1068.80 1079.49 1090.28	1127.24 1138.51 1149.90	1189.21 1201.10 1213.11	1255.81 1268.37 1281.05
Clerk Traffic	N	12	А В С	950.43 959.93 969.53	1001.70 1011.72 1021.84	1056.08 1066.64 1077.31	1113.07 1124.20 1135.44
Clerk Typist 2		12	А В С	950.43 959.93 969.53	1001.70 1011.72 1021.84	1056.08 1066.64 1077.31	1113.07 1124.20 1135.44

SCHEDULE "B" (cont'd)

Page 4

Key: A - Effective 1997 April 01 - 1998 March 31 B -Effective 1998 April 01 - 1999 March 31 C - Effective 1999 April 01 - 2000 March 31

Sched, "A" Effec. Pay Steps: Job Title Notes Grade **Date** 3 4 1255.81 Clerk Typist 3 15 1068.80 1127.24 1189.21 N A 1079.49 1138.51 1201.10 1268.37 В \mathbf{C} 1090.28 1149.90 1213.11 1281.05 1742.74 23 A 1478.14 1561.33 1649.57 Computer 1760.17 1492,92 1576.94 1666,07 Programmer В 1507.85 1592.71 1682,73 1777.77 \mathbf{C} 1604.47 Computer Support 21 1362,25 1438.44 1519.23 Α 1375.87 1620.51 **Specialist** 1452.82 1534.42 В 1549,76 1636,72 C 1389,63 1467.35 1255.81 Conveyancing Clerk 15 A 1068.80 1127.24 1189.21 1268.37 1079.49 1138.51 1201.10 В 1281.05 1090.28 1149.90 1213.11 C 1478.14 Coordinator - Admin. 19 A 1255.81 1325.56 1399,53 1413.53 1492,92 1268.37 1338.82 Services В 1427.67 1507.85 С 1281.05 1352.21 C,K 22 1498.04 1582.45 1671.11 Coordinator -A 1418.45 1687.82 1432,63 1513.02 1598.27 Aquatics B 1614.25 1704.70 \mathbf{C} 1446.96 1528.15 1817.34 1921.06 2031.05 2147.09 Coordinator - GIS 28 A 2168,56 В 1835.51 1940.27 2051.36 2190.25 C 1959.67 2071.87 1853.87 1222.18 1289.89 1362.25 17 1158.32 Coordinator -A RCMP Services В 1169.90 1234.40 1302.79 1375,87 1389.63 1246.74 1315.82 \mathbf{C} 1181.60 C,K1582,45 1671.11 22 1418.45 1498.04 A Coordinator -1513.02 1598.27 1687.82 1432.63 В Seniors 1704.70 1528,15 1614.25 C 1446.96

SCHEDULE "B" (cont'd)

Page 5

Job Title	Sched. "A" Notes	Pay Grade	Effec. Date	Steps:	_2	3	4
Coordinator - Special Events	C,K	22	A B C	1418.45 1432.63 1446.96	1498.04 1513.02 1528.15	1582.45 1598.27 1614.25	1671.11 1687.82 1704.70
Coordinator - Special Services	C,K	22	A B C	1418.45 1432.63 1446.96	1498.04 1513.02 1528.15	1582.45 1598.27 1614.25	1671.11 1687.82 1704.70
Coordinator - Sports/Fitness	C,K	22	A B C	1418.45 1432.63 1446.96	1498.04 1513.02 1528.15	1582.45 1598.27 1614.25	1671.11 1687.82 1704.70
Coordinator • Youth Program	C,K	22	A B C	1418.45 1432.63 1446.96	1498.04 1513.02 1528.15	1582.45 1598.27 1614.25	1671.11 1687.82 1704.70
Court Liaison Officer		22	A B C	1418.45 1432.63 1446.96	1498.04 1513.02 1528.15	1582.45 1598.27 1614.25	1671.11 1687.82 1704.70
CPIC Operator-Clerk	N	15	A B C	1068.80 1079.49 1090.28	1127.24 1138.51 1149.90	1189.21 1201.10 1213.11	1255.81 1268.37 1281.05
Customer Service Clerk		12	A B C	950.43 959.93 969.53	1001.70 1011.72 1021.84	1056.08 1066.64 1077.31	1113.07 1124.20 1135.44
Data Management Coordinator		15	A B C	1068.80 1079.49 1090.28	1127.24 1138.51 1149.90	1189.21 1201.10 1213.11	1255.81 1268.37 1281.05
Development Cost Chu Coordinator	ıg.	25	A B C	1604.47 1620.51 1636.72	1695.30 1712.25 1729.37	1791.65 1809.57 1827.67	1893.44 1912.37 1931.49

$\underline{\textbf{SCHEDULE}\,^*B}^*\,(\texttt{cont'd})$

Page 6

Key:

Job Title	Sched. "A" Notes	Pay Grade	Effec. Date	Steps:			4
Director's Secretary		15	A B	1068.80 1079.49	1127.24 1138.51	1189.21 1201.10	1255.81 1268.37
			С	1090.28	1149.90	1213.11	1281.05
Drafting Supervisor		25	A	1604.47	1695.30	1791.65	1893.44
			B C	1620.51 1636.72	1712.25 1729.37	1809.57 1827.67	1912.37 1931.49
Draftsperson 1		17	A	1158.32	1222.18	1289.89	1362.25
			B C	1169.90 1181.60	1234.40 1246.74	1302.79 1315.82	1375.87 1389.63
Draftsperson 2		21	A	1362.25	1438.44	1519.23	1604.47
			B C	1375.87 1389.63	1452.82 1467.35	1534.42 1549.76	1620.51 1636.72
Engineering Asst. 2		17	A B	1158.32 1169.90	1222.18 1234.40	1289.89 1302.79	1362.25 1375.87
			C	1181.60	1246.74	1315.82	1389.63
Engineering Inspector 1	С	17	A B	1158.32 1169.90	1222.18 1234.40	1289.89 1302.79	1362.25 1375.87
hispector 1			C	1181.60	1246.74	1315.82	1389.63
Engineering Inspector 2	C	22	A B	1418.45 1432.63	1498.04 1513.02	1582.45 1598.27	1671.11 1687.82
hispector 2			C	1446.96	1528.15	1614.25	1704.70
Engineering Technician		24	A B	1540.80 1556.21	1627.79 1644.07	1720.05 1737.25	1817.34 1835.51
			С	1571.77	1660.51	1754.62	1853.87
Engineering Technologist 1		25	A B C	1604.47 1620.51 1636.72	1695.30 1712.25 1729.37	1791.65 1809.57 1827.67	1893.44 1912.37 1931.49
		25				1809.57	1912.3

SCHEDULE "B" (cont'd)

Page 7

A - Effective 1997 **April** 01 - 1998 March 31 B - Effective 1998 April 01 - 1999 March 31 Key:

C - Effective 1999 April 01 - 2000 March 31

Job Title	Sched. "A" Notes	Pay <u>Grade</u>	Effec. Date	Steps:	2	3	_4_
Environmental Officer	r	25	A B C	1604.47 1620.51 1636.72	1695.30 1712.25 1729.37	1791.65 1809.57 1827.67	1893.44 1912.37 1931.49
Environmental Techni	cian	24	A B C	1540.80 1556.21 1571.77	1627.79 1644.07 1660.51	1720.05 1737.25 1754.62	1817.34 1835.51 1853.87
Exhibits Custodian		17	A B C	1158.32 1169.90 1181.60	1222.18 1234.40 1246.74	1289.89 1302.79 1315.82	1362.25 1375.87 1389.63
GIS Secretary	N	15	A B C	1068.80 1079.49 1090.28	1127.24 1138.51 1149.90	1189.21 1201.10 1213.11	1255.81 1268.37 1281.05
G.I.S. Technician		24	A B C	1540.80 1556.21 1571.77	1627.79 1644.07 1660.51	1720.05 1737.25 1754.62	1817.34 1835.51 1853.87
Iceperson Maintenance Person 2	D,F,I	20	A B C	1308.03 1321.11 1334.32	1380.95 1394.76 1408.71	1458.27 1472.85 1487.58	1540.80 1556.21 1571.77
Information Clerk		13	A B C	989.22 999.11 1009.10	1042.85 1053.28 1063.81	1099.24 1110.23 1121.33	1158.32 1169.90 1181.60
Instrumentperson I		17	A B C	1158.32 1169.90 1181.60	1222.18 1234.40 1246.74	1289.89 1302.79 1315.82	1362,25 1375,87 1389,63
Instrumentperson 2		21	A B C	1362.25 1375.87 1389.63	1438.44 1452.82 1467.35	1519.23 1534.42 1549.76	1604.47 1620.51 1636.72

SCHEDULE *B* (cont'd)

Page 8

Job Title	Sched. "A" Notes	Pay <u>Grade</u>	Effec. Date	Steps:	2	3	4
Legislative Assistant		19	A B C	1255.81 1268.37 1281.05	1325.56 1338.82 1352.21	1399.53 1413.53 1427.67	1478.14 1492.92 1507.85
License Inspector/ By-Law Enforcement Officer		21	A B C	1362.25 1375.87 1389.63	1438.44 1452.82 1467.35	1519.23 1534.42 1549.76	1604.47 1620.51 1636.72
Maintenance Planner Clerk		22	A B C	1418.45 1432.63 1446.96	1498.04 1513.02 1528.15	1582.45 1598.27 1614.25	1671.11 1687.82 1704.70
Network Support Spec	cialist	28	A B C	1817.34 1835.51 1853.87	1921.06 1940.27 1959.67	2031.05 2051.36 2071.87	2147.09 2168.56 2190.25
Officer Supervisor	J	19	A B C	1255.81 1268.37 1281.05	1325.56 1338.82 1352.21	1399.53 1413.53 1427.67	1478.14 1492.92 1507.85
Payroll Clerk		16	A B C	1113.07 1124.20 1135.44	1174.19 1185.93 1197.79	1238.99 1251.38 1263.89	1308.03 1321.11 1334.32
Payroll Clerk 5		19	A B C	1255.81 1268.37 1281.05	1325.56 1338.82 1352.21	1399.53 1413.53 1427.67	1478.14 1492.92 1507.85
PIRS Operator	N	12	A B C	950.43 959.93 969.53	1001.70 1011.72 1021.84	1056.08 1066.64 1077.31	1113.07 1124.20 1135.44
PIRS/CIIDS Operator	N	15	A B C	1068.80 1079.49 1090.28	1127.24 1138.51 1149.90	1189.21 1201.10 1213.11	1255.81 1268.37 1281.05

$\underline{\textbf{SCHEDULE}\,^*B^*}\,(\texttt{cont'd})$

Page 9

Job Title	Sched. "A" Notes	Pay <u>Grade</u>	Effec. Date	Steps:	2	3	4
PIRS/CIIDS Supervis	or N	17	A B C	1158.32 1169.90 1181.60	1222.18 1234.40 1246.74	1289.89 1302.79 1315.82	1362.25 1375.87 1389.63
Plan Checker 2		20	A B C	1308.03 1321.11 1334.32	1380.95 1394.76 1408.71	1458.27 1472.85 1487.58	1540.80 1556.21 1571.77
Planner 1		28	A B C	1817.34 1835.51 1853.87	1921.06 1940.27 1959.67	2031.05 2051.36 2071.87	2147.09 2168.56 2190.25
Planner 2		30	A B C	1974.00 1993.74 2013.68	2087.20 2108.07 2129.15	2207.26 2229.33 2251.62	2335.60 2358.96 2382.55
Planning Assistant 1		17	A B C	1158.32 1169.90 1181.60	1222.18 1234.40 1246.74	1289.89 1302.79 1315.82	1362.25 1375.87 1389.63
Planning Assistant 2		20	A B C	1308.03 1321.11 1334.32	1380.95 1394.76 1408.71	1458.27 1472.85 1487.58	1540.80 1556.21 1571.77
Planning Assistant 3		22	A B C	1418.45 1432.63 1446.96	1498.04 1513.02 1528.15	1582.45 1598.27 1614.25	1671.11 1687.82 1704.70
Planning Landscape T	echnician	24	A B C	1540.80 1556.21 1571.77	1627.79 1644.07 1660.51	1720.05 1737.25 1754.62	1817.34 1835.51 1853.87
Planning Technician		24	A B C	1540.80 1556.21 1571.77	1627.79 1644.07 1660.51	1720.05 1737.25 1754.62	1817.34 1835.51 1853.87

SCHEDULE *B* (cont'd)

Page 10

Job Title	Sched. "A" Notes	Pay <u>Grade</u>	Effec. Date	Steps:	_2_	3	4
Plumbing Gas Inspector 1		25	A B C	1604.47 1620.51 1636.72	1695.30 1712.25 1729.37	1791.65 1809.57 1827.67	1893.44 1912.37 1931.49
Protective Services Clo	erk	14	A B C	1028.02 1038.30 1048.68	1083.98 1094.82 1105.77	1143.34 1154.77 1166.32	1206.08 1218.14 1230.32
RCMP Volunteer Programs Coordinator	. N	17	A B C	1158.32 1169.90 1181.60	1222.18 1234.40 1246.74	1289.89 1302.79 1315.82	1362.25 1375.87 1389.63
Reader		19	A B C	1255.81 1268.37 1281.05	1325.56 1338.82 1352.21	1399.53 1413.53 1427.67	1478.14 1492.92 1507.85
Receptionist-Switchbo Operator	oard	12	A B C	950.43 959.93 969.53	1001.70 1011.72 1021.84	1056.08 1066.64 1077.31	1113.07 1124.20 1135.44
Registration Clerk- Receptionist	J,L	12	A B C	950.43 959.93 969.53	1001.70 1011.72 1021.84	1056.08 1066.64 1077.31	1113.07 1124.20 1135.44
Rodperson	A	12	A B C	950.43 959.93 969.53	1001.70 1011.72 1021.84	1056.08 1066.64 1077.31	1113.07 1124.20 1135.44
Secretary to Business Development Officer		15	A B C	1068.80 1079.49 1090.28	1127.24 1138.51 1149.90	1189.21 1201.10 1213.11	1255.81 1268.37 1281.05
Senior Analyst Programmer		28	A B C	1817.34 1835.51 1853.87	1921.06 1940.27 1959.67	2031.05 2051.36 2071.87	2147.09 2168.56 2190.25

SCHEDULE *B* (cont'd)

Page 11

Job Title	Sched. "A" Notes	Pay <u>Grade</u>	Effec. <u>Date</u>	Steps:	2	3	4
Senior Telecommunications (O,V Operator		A B C	21.46 21.67 21.89			
Storekeeper 1A	C,E,H	15	A B C	1068.80 1079.49 1090.28	1127.24 1138.51 1149.90	1189.21 1201.10 1213.11	1255.81 1268.37 1281.05
Storekeeper 2	C,E,H	18	A B C	1206.08 1218.14 1230.32	1272.82 1285.55 1298.41	1343.60 1357.04 1370.61	1418.45 1432.63 1446.96
Subdivision Development Technologist		24	A B C	1540.80 1556.21 1571.77	1627.79 1644.07 1660.51	1720.05 1737.25 1754.62	1817.34 1835.51 1853.87
Telecommunications Operator - Police	O,V	19	A B C	1255.81 1268.37 1281.05	1325.56 1338.82 1352.21	1399.53 1413.53 1427.67	1478.14 1492.92 1507.85
User Support Clerk - RCMP		17	A B C	1158.32 1169.90 1181.60	1222.18 1234.40 1246.74	1289.89 1302.79 1315.82	1362.25 1375.87 1389.63
Youth Program Assistant	C,K	18	A B C	1206.08 1218.14 1230.32	1272.82 1285.55 1298.41	1343.60 1357.04 1370.61	1418.45 1432.63 1446.96

SCHEDULE "C"

PAY GRADE RATES

Key: A - Effective 1997 April 01 - 1998 March 31

B - Effective 1998 April 01 - 1999 March 31

C - Effective 1999 April 01 - 2000 March 31

Pay Grade	Effective	Step 1	Step 2	Step 3	Step 4
9	A	846.48	891.47	939.17	989.22
	B	854.94	900.38	948.56	999.11
	C	863.49	909.38	958.05	1009.10
10	А	879.30	926.28	976.09	1028.02
	В	888.09	935.54	985.85	1038.30
	C	896.97	944.90	995.71	1048.68
11	A	915.12	964.26	1016.36	1068.80
	B	924.27	973.90	1026.52	1079.49
12	C	933.51	9 83 .64	1036.79	1090.28
	A	950.43	1001.70	1056.08	1113.07
12	B	959.93	1011.72	1066.64	1124.20
	C	969.53	1021.84	1077.31	1135.44
13	A	989.22	1042.85 1053.28	1099.24 1110.23	1158.32 1169.90
	B C	999.11 1009.10	1053.28	1121.33	1181.60
14	A	1028.02	1083.98	1143.34	1206.08
	B	1038.30	1094.82	1154.77	1218.14
	C	1048.68	1105.77	1166.32	1230.32
15	A	1068.80	1127.24	1189.21	1255.81
	B	1079.49	1138.51	1201.10	1268.37
	C	1090.28	1149.90	1213.11	1281.05
16	A	1113.07	1174.19	1238.99	1308.03
	B	1124.20	1185.93	1251.38	1321.11
	C	1135.44	1197.79	1263.89	1334.32

SCHEDULE "C" (cont'd)

Page 2

Key:

Pay Grade	Effective	Step 1	Step 2	Step 3	Step 4
17	A	1158.32	1222.18	1289.89	1362.25
	B	1169.90	1234.40	1302.79	1375.87
	C	1181.60	1246.74	1315.82	1389.63
18	A	1206.08	1272.82	1343.60	1418.45
	B	1218.14	1285.55	1357.04	1432.63
	C	1230.32	1298.41	1370.61	1446.96
19	A	1255.81	1325.56	1399.53	1478.14
	B	1268.37	1338.82	1413.53	1492.92
	C	1281.0S	1352.21	1427.67	1507.85
20	A	1308.03	1380.95	1458.27	1540.80
	B	1321.11	1394.76	1472.85	1556.21
	C	1334.32	1408.71	1487.58	1571.77
21	A B C	1362.25 1375.87	1438.44 1452.82 1467.35	1519.23 1534.42 1549.76	1604.47 1620.51 1636.72
22	A B	1389.63 1418.45 1432.63	1498.04 1513.02	1582.45 1598.27	1671.11 1687.82
23	C	1446.96	1528.15	1614.25	1704.70
	A	1478.14	1561.33	1649.57	1742.74
	B	1492.92	1576.94	1666.07	1760.17
24	C	1507.85	1592.71	1682.73	1777.77
	A	1540.80	1627.79	1720.05	1817.34
	B	1556.21	1644.07	1737.25	1835.51
25	C A	1571.77 1604.47	1660.51 1695.30 1712.25	1754.62 1791.65 1809.57	1853.87 1893.44 1912.37
	B C	1620.51 1636. 72	1712.23	1827.67	1931.49

$\underline{\textbf{SCHEDULE}\,^*C^*}\,(\texttt{cont'd})$

Page 3

Key:

Pay Grade	Effective Date	Step 1	Step 2	Step 3	Step 4
26	${f A}$	1671.11	1765,99	1866.60	1974.00
	В	1687.82	1783,65	1885.27	1993.74
	C	1704.70	1801.49	1904.12	2013.68
27	${f A}$	1742.74	1841.94	1947.16	2058.56
	В	1760.17	1860.36	1966.63	2079.15
	С	1 777.77	1878.96	1986.30	2099.94
28	· A	1817.34	1921.06	2031.05	2147.09
	В	1835.51	1940.27	2051.36	2168.56
	С	1853.87	1959.67	2071.87	2190.25
29	A	1893.44	2001.76	2116.64	2239.11
	В	1912.37	2021.78	2137.81	2261.50
	С	1931.49	2042.00	2159.19	2284.12
30	\mathbf{A}	1974.00	2087.20	2207.26	2335.60
	В	1993.74	2108.07	2229.33	2358.96
	C	2013.68	2129.15	2251.62	2382.55

SCHEDULE "D"

HOURLY RATES

	Sched. "A"	Effec.		Steps		T D1 4
Job Title	<u>Notes</u>	<u>Date</u>	<u>l</u>		3	Plus 4
Asphalt Raker		A B C	17.81 17.99 18.17			
Automotive Serviceperson	R	A B C	17.50 17.68 17.86			
Building Service Worker	D,F,I,U	A B C	16.55 16.72 16.89			
Concrete Finisher		A B C	18.97 19.16 19.35			
Custodial Guard 1	G	A B C	15.28 15.43 15.58	15.91 16.07 16.23	16.54 16.71 16.88	
Custodial Guard 2	G	А В С	15.91 16.07 16.23	16.54 16.71 16.88	17.23 17.40 17.57	
Custodial Guard 3	G	А В С	17.23 17.40 17.57	17.90 18.08 18.26	18.59 18.78 18.97	
Equipment Operator 1		А В С	17.95 18.13 18.31			

$\underline{SCHEDULE\,"D"}\,(cont'd)$

Page 2

Key:

	Sched. "A"	Effec.		Steps		
Job Title	Notes	<u>Date</u>	1	2	3	Plus 4
Equipment Operator 2		A	18.39			19.54
		В	18.57			19.74
		С	18.76			19.94
Equipment Operator 3	Q	\mathbf{A}	18.59			
	~	В	18.78			
		С	18.97			
Equipment Operator 4a		A	19.54			21.12
		В	19.74			21.33
		C	19.94			21.54
Equipment Operator 4b		A	19.97			
		В	20.17			
		С	20.37			
Equipment Operator 5		A	20.69			
		В	20.90			
		С	21.11			
Fixed Equipment Maintainer		A	22.51			
		В	22.74			
		С	22.97			
Foreman 2		A	22.51			
		В	22.74			
		C	22.97			
Foreman 2 (Cemetery)	В	A	20.41	21.03	21.68	
		В	20.61	21.24	21.90	
		C	20.82	21.45	22.12	
Foreman 3	S	A	23.59	24.30	24.96	
		В	23.83	24.54	25.21	
		C	24.07	24.79	25.46	

$\underline{SCHEDULE\ "D"}\ (cont'd)$

Page 3

B 17.58	
B 17.58	
11,70	18.56 18.75 18.94
Lead Hard - Roads/Drainage A 18.56 B 18.75 C 18.94	
B 18.78	19.89 20.09 20.29
Meter Maintenance Worker A 19.05 B 19.24 C 19.43	
Sign Maintainer A 18.25 B 18.43 C 18.61	
Tradesperson 1 - Gardener A 20.91 B 21.12 C 21.33	
Tradesperson 1 - Mechanic A 20.91 B 21.12 C 21.33	
Tradesperson 2 - Carpenter A 22.28 B 22.50 C 22.73	

$\underline{SCHEDULE\ ^*D^*}\ (cont'd)$

Page 4

	Sched. "A"	Effec.		Steps		
Job Title	_Notes_	Date	1		3	<u>Plus 4</u>
Tradesperson 2 - Electrician		A	22.28			
		В	22.50			
		С	22.73			
Tradesperson 2 - Gardener		A	22.28			
1		В	22.50			
		С	22.73			
Tradesperson 2 - Mechanic	P	A	22.28			
Tradesperson 2 - Mechanic	1	В	22.50			
		С	22.73			
Tradesperson Foreman	\mathtt{B},\mathtt{P}	A	23.59	24.30	24.96	
1		В	23.83	24.54	25.21	
		C	24.07	24.79	25.46	
Truck Driver 1		A	17.81			
Truck Driver 1		В	17.99			
		C	18.17			
		C	10.17			
Truck Driver 2		Α	18.28			
		В	18.46			
		C	18.64			
		Č	10.0			
Truck Driver 3		\mathbf{A}	18.47			
		В	18.65			
		C	18.84			
			20,00			
Truck Driver - Tandem Trailer		\mathbf{A}	19.05			
		В	19.24			
		C	19.43			
		•				
Utility Equipment Operator	${f A}$	\mathbf{A}	19.54	19.97	20.69	
		В	19.74	20.17	20.90	
		C	19.94	20.37	21.11	

SCHEDULE "D" (cont'd)

Page 5

Key:

Job Title	Sched. "A" Notes	Effec. Date	1	Steps 2	3	Plus 4
Yardperson 2		A B C	18.39 18.57 18.76			

SCHEDULE "E"

HOURLY RATES

Key:

	Sched. "A"	Effec.		Steps	
Job Title	_Notes	Date	1		3
Aquatic Leader 1	U	\mathbf{A}	14.05		
•		В	14.19		
		C	14.33		
Aquatic Leader 2	Ū	A	14.95	15.56	16.10
1		В	15.10	15.72	16.26
		C	15.25	15.88	16.42
Cashier Attendant	U	A	11.75		
		В	11.87		
		C	11.99		
Icepatrolperson	U	A	11.20	11.41	11.66
· · · · · · · · · · · · · · · · · · ·		В	11.31	11.52	11.78
		C	11.42	11.64	11.90
Program Assistant	U	A	14.68		
- 6	-	В	14.83		
		C	14.98		

SCHEDULE "F"

SUPPLEMENTARY VACATION ENTITLEMENT

Year			ENTI	TLEMENT Y	/EAR		
Hired	1997	1998	1999	2000	2001	2002	2003
2003	7.5			~=			10
2002						10	10
2001	4=	46			10	10	15
2000				10	10	15	15
1999			10	10	15	15	15
1998	45	10	10	15	15	15	15
1997	10	10	15	15	15	15	15
1996	10	15	15	15	15	15	20
1995	15	15	15	15	15	20	20
1994	15	15	15	15	20	20	20
1993	15	15	15	20	20	20	20
1992	15	15	20	20	20	20	20
1991	15	20	20	20	20	20	25
1990	20	20	20	20	20	25	25
1989	20	20	20	20	25	25	25[5]
1988	20	20	20	25	25	25[5]	25
1987	20	20	25	25	25[5]	25	25
1986	20	25	25	25[5]	25	25	25
1985	25	25	25[5]	25	25	25	25
1984	25	25[5]	25	25	25	25	30[5]
1983	25[5]	25	25	25	25	30[5]	30
1982	25	25	25	25	30[5]	30	30
1981	25	25	25	30[5]	30	30	30
1980	25	25	30[5]	30	30	30	30
1979	25	30[5]	30	30	30	30	30[5]
1978	30[5]	30	30	30	30	<u>3</u> 0[5]	30
1977	30	30	30	30	30[5]	30	30
1976	30	30	30	30[5]	30	30	30
1975	30	30	30[5]	30	30	30	30
1974	30	30[5]	30	30	30	30	30[5]
1973	30[5]	30	30	30	30	30[5]	30
1972	30	30	30	30	30[5]	30	30
1971	30	30	30	30[5]	30	30	30
1970	30	30	30[5]	30	30	30	30
1969	30	30[5]	30	30	30	30	30[5]
1968	30[5]	30	30	30	30	30[5]	30
1967	30	30	30	30	30[5]	30	30
1966	30	30	30	30[5]	30	30	30
1965	30	30	30[5]	30	30	30	30
<u>1964</u>	30	30[5]	30	30	30	30	30[5]
1963	30[5]	30	30	30	30	<u>3</u> 0[5]	30
1962	30	30	30	30	30[5]	30	30

SCHEDULE "G"

RESIDUAL TTEMS

1997-2000 Memorandum of Agreement

1. Employee Definitions

Effective within four (4) months following 1999 February 11, the Employer and Union agree to establish a Joint Committee consisting of not more than three (3) representatives of the Union (including a CUPE National Representative) and three (3) representatives of the Employer (including a representative of the GVRD Labour Relations Department).

The purpose of the committee is to review potential changes to the existing employee definitions such that the needs of the parties would be better served. The Committee **shall** meet **as** often **as** necessary to study, review and discuss potential changes to the Employee Definitions.

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

2. <u>Joint Benefits Committee</u>

Effective within four (4) months following 1999 February 11, the Employer and Union agree to establish a Joint Benefits Committee consisting of not more than three (3) representatives of the **Union** (including a CUPE National Representative) and three (3) representatives of the Employer (including a representative of the GVRD Labour Relations Department).

The purpose of the committee is to review ways of managing the costs of benefits. The Committee shall meet as often as necessary to study, review and discuss potential changes to Health and Welfare Benefits, Sick Leave and Long Term Disability Plans.

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

$\underline{\textbf{SCHEDULE}\, "G"}\, (\texttt{cont'd})$

Page 2

3. <u>Job Sharing</u>

The Employer and the Union agree to work together to develop a mutally acceptable Letter of Understanding regarding Job Sharing within three (3) months of 1999 February 11.

LETTER OF UNDERSTANDING

between the

CORPORATION OF THE DISTRICT OF MAPLE RIDGE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL 622

RE: ARTICLE 27.01 - PROPER ACCOMMODATION - UNSANITARY CONDITIONS OR DURING INCLEMENT WEATHER

It is agreed between the Parties that should the Employer be unable to provide reasonable facilities during inclement weather or unsanitary conditions, the Employer, at the discretion of the Manager of Engineering Operations, shall permit fifteen (15) minutes total travel time, plus vehicles, if required, to transport the employees to the nearest Employer facility to eat their lunch.

Dated: February 8, 1995. THE SIGNED ON **BEHALF** OF THE SIGNED ON OF **BEHALF** CORPORATION OF THE DISTRICT OF CANADIAN UNION **OF PUBLIC** MAPLE **RIDGE:** EMPLOYEES, LOCAL 622: "Carl Durksen" "Moreno Rossi" **MAYOR PRESIDENT** "Jim McBride" "Bev Saether" RECORDING SECRETARY **CLERK**

LETTER OF UNDERSTANDING

between the

CORPORATION OF THE DISTRICT OF MAPLE RIDGE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL 622

RE: EMPLOYEE ASSISTANCE PROGRAM COMMITTEE

The Employer and the Union recognize that mental illness, alcohol and drug addition are **medical** disorders. They further recognize there are social, personal and economic problems associated with them. Accordingly, the parties shall establish a joint Employee Assistance **Program** Committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer to deal with these problems in the workforce. The Committee shall enjoy the full support of both parties and shall be vested with the authority to make recommendations.

Dated: February 8, 1995.

SIGNED ON BEHALF OF THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE:	SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622:					
"Carl Durksen" MAYOR	"Moreno Rossi" PRESIDENT					
"Jim McBride" CLERK	"Bev Saether" RECORDING SECRETARY					

LETTER OF UNDERSTANDING

between the

CORPORATION OF THE DISTRICT OF MAPLE RIDGE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL 622

RE: ARTICLE 13 | EEN SHIFTS) PARKS AND RECREAT DIVISION AQUATIC STAFF AND LEISURE CENTRE OFFICE ST

It is agreed between the Parties that Parks and Recreation Division Part-Time Aquatic staff and Part-Time Leisure Centre office staff shall be exempt from requirements under Article 13.09 (Hours Between Shifts) with the following conditions:

- 1. The employees may work **any** combination up to eight (8) hours during a twelve (12) hour shift.
- 2. There will be no fewer than ten (10) hours between **shifts** in **any** two (2) **work** days.

Dated: February 8, 1995.

THE SIGNED ON BEHALF OF THE SIGNED ON **BEHALF** OF CORPORATION OF THE DISTRICT OF CANADIAN UNION OF **PUBLIC EMPLOYEES, LOCAL 622:** MAPLE RIDGE: "Carl Durksen" "Moreno Rossi" **PRESIDENT MAYOR** "Bev Saether" "Jim McBride" RECORDING SECRETARY **CLERK**

Updated during the drafting of the 1997-2000 Collective Agreement to reflect changes made to the body of the Collective Agreement.

DISTRICT OF MAPLE RIDGE - CUPE LOCAL 622

JOINT STATEMENT

PERSONAL AND/OR SEXUAL HARASSMENT

The Employer and the Union recognize the right of **all** personnel to be treated fairly in a workplace that is free of personal and/or sexual harassment. Personal harassment shall be defined as:

- (a) any behaviour which denies individuals their dignity and respect, and
- (b) is offensive, embarrassing and humiliating to said individual.

Sexual harassment shall be defined as:

- (a) unsolicited sexual advances comprised of offensive **sexual** comments, gestures and/or physical contact either at or away from the usual workplace that are objectionable or offensive;
- (b) an act which involves favours or promises of favours or advantages in return for submission to sexual advances;
- (c) reprisals or threats for rejection of sexual advances whether male or female.

Personal and sexual harassment could consist of either verbal or physical conduct when submission to, or rejection of, such conduct **forms** the basis for decisions affecting employment or when such conduct creates **an** intimidating, hostile, or offensive working environment.

Complaints of personal and/or sexual harassment shall be referred to the **Director** of Personnel and shall be investigated and dealt with as expeditiously as possible. Should any complaints remain unresolved, the employee may initiate a grievance commencing at Step 3 (Administrator's level).

Dated: February 8, 1995.