



# Collective Agreement

**City of Abbotsford  
and**

**Canadian Union of  
Public Employees  
Local 774**



**January 1, 2012 – December 31, 2015**

*city in the country*

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## **ARTICLE NO. 1 PREAMBLE - PURPOSE OF THE AGREEMENT**

**WHEREAS** it is the desire of both Parties of this Agreement to maintain a harmonious relationship between the Employer and the Employees, to recognize the mutual value of joint discussion and negotiation in all matters pertaining to the promotion of the well-being, morale and security of those Employees included in the Bargaining Unit;

**AND WHEREAS** the Parties of the second part have formed a Union, hereinafter called the “Union”;

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

**NOW THEREFORE, THIS AGREEMENT WITNESSETH** that the Parties hereto, in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

## **ARTICLE NO. 2 MANAGEMENT RIGHTS**

The management of the operation and staff, except as expressly limited by this Agreement, is reserved to and vested exclusively in the Employer.

## **ARTICLE NO. 3 UNION RECOGNITION**

### **3.01 Recognition**

The Employer recognizes the Canadian Union of Public Employees, Local 774, as the sole bargaining agency on behalf of its Employees for which the Union is certified under the Labour Relations Code of British Columbia.

### **3.02 Negotiating Committee**

Where meetings are held with the Employer for the purpose of negotiating a revision or renewal of the Collective Agreement, up to six (6) official representatives of the Union shall have the privilege of attending such meetings without loss of remuneration.

### **3.03 Conflicting Agreements**

The Employer agrees not to enter into any agreement or contract with the Union Employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.

### **3.04 Bulletin Boards**

The Employer will provide a bulletin board for the posting of this Agreement and for such notices as



the Union may, from time to time, wish to post; the said notices to be signed by the President or Shop Steward of the local Union.

### **3.05 Shop Stewards**

- (a) The Union shall appoint or elect Shop Stewards and shall notify the Employer, in writing, of such appointment or election. The Parties recognize that Shop Stewards have an important role to play in maintaining positive and stable relations in the workplace. For this reason, the Employer shall notify the Union forty-eight (48) hours prior to the dismissal of a Shop Steward. Upon request, in writing, from the Union, the Employer shall immediately provide reasons in writing.
- (b) Shop Stewards will be allowed sufficient time off with pay in order to process or investigate grievances or attend disciplinary meetings, provided that they have first obtained the permission of their immediate non-bargaining unit manager (or designate). Such permission will not be unreasonably withheld.

### **3.06 Soliciting by Union Members**

The Union and the Employer agree that the Employees shall not solicit individual members of Council in respect to rates of pay, working conditions, or any other matter covered by this Agreement, during the term of this Agreement; nor shall individual members of Council discuss such matters with Employees during the term of the Agreement.

## **ARTICLE NO. 4 HUMAN RIGHTS**

### **4.01 Human Rights Code**

The Parties agree to abide by the Human Rights Code of British Columbia.

### **4.02 Workplace Human Rights**

All personnel have the right to work in an environment free from discrimination and harassment as defined in the Human Resources Policy #2.03 - Workplace Human Rights and applicable legislation.

Any complaint alleging discrimination and/or harassment will be dealt in accordance with Human Resources Policy #2.03 -Workplace Human Rights with Union representation and/or through the Grievance Procedure. Grievances will commence at the appropriate step as mutually agreed by the Parties. It is understood that, where a complaint has been filed with the Human Rights Commission and a grievance has been filed for the same issue, the Parties may agree to put the grievance on hold while the Human Rights complaint is adjudicated.

The Employer agrees to provide the Union with any changes to this policy, thirty (30) calendar days prior to submission to the Senior Management Team, so as to provide the Union the opportunity to review and respond before any changes occur.



## **ARTICLE NO. 5 UNION MEMBERSHIP AND DUES CHECK-OFF**

### **5.01 Union Membership**

All Employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union within one (1) month of employment with the Employer.

### **5.02 Dues Check-Off**

The Employer shall provide each new Employee with all necessary personnel forms, including Union application form, authorizing the Employer to deduct from the Employee's earnings Union initiation fees, dues, and other charges as levied in accordance with the Union Constitution and Bylaws. The Employer shall forward signed application forms to the Union, and shall remit all deductions to the Union not later than the fifteenth (15th) day of the month following.

## **ARTICLE NO. 6 DEFINITION - EMPLOYEES AND TERMS**

### **6.01 Plural or Feminine Terms May Apply**

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the Party or Parties hereto so require.

### **6.02 Employee Definitions**

- (a) **"Employee"** shall mean a person who is an "Employee" as defined in the Labour Relations Code of British Columbia.
- (b) **"Regular Employee"** shall mean an Employee who has successfully completed the probationary period. Regular Employees shall be entitled to all benefits provided by the Collective Agreement from the date of hire, subject to current waiting periods, or such periods as agreed to in the future, except as may be specifically excluded or limited under the Collective Agreement.
  - (i) **"Full-Time Employee"** shall mean an Employee who regularly works full-time hours as set out in this Agreement.
  - (ii) **"Part-Time Employee"** shall mean an Employee who regularly works less than eighty-five percent (85%) of the regular full-time hours for that classification per week. Part-Time Employees shall be entitled to the benefits of this Agreement on a pro rata basis. Part-Time Employees whose hours of work in the previous twelve (12) months were consistently more than fifty percent (50%) of the normal full-time hours for that classification, and are expected to continue to exceed fifty percent (50%) in the foreseeable future, shall have the option of the benefits contained in Articles No. 20, 21, 22, and 26, or the appropriate percentage (%) in lieu. All other Part-Time

Employees shall receive the appropriate percentage (%) in lieu of the benefits contained in Articles No. 20, 21, 22, and 26.

- (c) (i) Subject to sub-paragraph (ii) below, “**Auxiliary Employee**” shall mean an Employee who is employed on an intermittent or temporary basis to:
1. provide relief; or
  2. replace an Employee who is on leave of absence from work; or
  3. augment staff due to increased activities for a period not to exceed five (5) consecutive months, unless otherwise mutually agreed to by the Parties.
- (ii) For the purpose of Letter of Understanding No. 5 entitled “Part-time and Auxiliary Customer Service Representatives, Lifeguard/Instructors, Facility Maintenance Technicians and Facility Attendants (LOU No. 5), “**Auxiliary Employee**” shall mean an Employee who is employed to:
1. provide relief for another Employee covered by LOU No. 5; or
  2. replace an Employee covered by LOU No. 5 who is on leave of absence from work; or
  3. work a scheduled block of additional shifts as assigned by the Employer pursuant to Section F or G of LOU No. 5; or
  4. work available hours of work as assigned by the Employer pursuant to Section I of LOU No. 5.
- (iii) Auxiliary Employees shall receive the appropriate percentage (%) in lieu of the benefits contained in Articles No. 20, 21, 22 and 26. Seniority for Auxiliary Employees shall be calculated according to Article No. 14.04. Work will be assigned by seniority to Auxiliary Employees capable of fulfilling the duties of the position. Auxiliary Employees shall not be entitled to bump into other positions.
- (d) “**Probationary Employee**” shall mean a new Employee who has been hired for a regular full-time, part-time, or auxiliary position and will serve a probationary period as defined below. During this probationary period, competence and suitability of the Employee shall be determined at the sole discretion of the Employer. A Probationary Employee may be terminated at any time during the probationary period, without notice, if the Employer does not find the Employee competent and suitable for employment.

A Probationary Employee shall not be granted Regular Employee status and shall have no seniority rights until completion of the probationary period, nor shall have recourse to the grievance procedure in the event of discharge pursuant to the provisions of this Article.

No Employee shall be required to serve more than one (1) probationary period as defined herein, except where an Employee terminates employment with the Employer and is rehired at a later date.

- (i) The probationary period for a Full-Time Employee shall be the first ninety (90) days worked.

- (ii) The probationary period for Part-Time and Auxiliary Employees shall be the first four hundred (400) hours worked.
  - (iii) The probationary period may be extended by mutual consent of the Parties.
- (e) **“Special Project Employee”** shall be defined as a Non-Regular Employee hired to work on non-regular work projects funded by Provincial or Federal grants. Such Employees shall be paid rates negotiated by the Parties based on the specific job duties.
- (i) Notwithstanding the definition above, Employees hired for recognized Education Co-op Programs or work experience, which the Parties agree are within the intent of this Article, shall be deemed to be Special Project Employees. The Parties agree that students participating in a co-op program will pay Union dues, and that the Employer is not obligated to maintain a student co-op position.
  - (ii) These Employees shall receive statutory benefits and are not entitled to the benefits set out in Articles No. 20, 21, 22, and 26, nor do these Employees accrue seniority.
  - (iii) In the event of lay-offs, these Employees shall be laid off prior to a lay-off of Regular Employees.
- (f) **“Seasonal Worker”** shall mean an Employee who is employed on a seasonal basis for the purpose of relief, replacement or increased activities. These Employees will be hired only for the period between March 1st and October 31st each year.

Seasonal Workers will only be scheduled to work once available staff on the applicable Auxiliary lists has been utilized. When a Seasonal Worker is required to perform duties beyond the scope of the classification, they will be paid the applicable rate of pay under this collective agreement for all time spent performing those duties.

Seasonal Workers shall receive 8.4% in lieu of all benefits including vacation and statutory holiday pay.

Seasonal Workers who are rehired for a second year shall, on completion of ninety (90) days worked, including days worked in the first year, accumulate seniority based on hours worked.

Seasonal Workers will be recalled to subsequent years for similar work which they had previously performed, based on seniority. Seasonal Workers wanting to be recalled for seasonal work will notify Human Resources in writing no later than January 31<sup>st</sup> of the year in which they are eligible to be recalled. Seasonal Workers not recalled for subsequent years, for similar work, shall lose their seniority for recall purposes.

Employees employed as Seasonal Workers shall accumulate seniority only for the purpose of recall for seasonal work, as per Article No. 14.01(b).

### **6.03 Working Days/Work Week**

For the purpose of this Agreement, the terms

- (i) “working days” shall exclude Saturdays, Sundays and Statutory/Paid Holidays; and
- (ii) “work week” shall be the seven (7) day period from 00:00 Hrs Saturday to 24:00 Hrs Friday. In the case of Employees who work through the midnight hour, for the purposes of determining the work week, the entire shift is deemed to be worked on the day the shift begins.

## **ARTICLE NO. 7 DISPUTES**

### **7.01 Picket Line**

No Employee will be required to enter any building or property where a picket line is in evidence when such picket line is established under either the Statutes of the Province of British Columbia or the Statutes of the Government of Canada; however, in emergency circumstances, essential services will be maintained.

### **7.02 Disputed Goods**

Employees shall not be required to handle, use, receive or transport any product, materials, or equipment that has originated from behind a picket line as defined herein.

## **ARTICLE NO. 8 JOINT CONSULTATION COMMITTEE**

- (a) A committee, consisting of up to four (4) representatives of the Union and an equal number of Employer representatives, shall be established to discuss matters of interest to both Parties.
- (b) This committee will meet when requested, in writing, by either Party, and all items for discussion will be included in the request for such meeting.
- (c) The purpose of the Consultation Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.
- (d) Union representatives attending Committee meetings shall not suffer any loss of remuneration.

## **ARTICLE NO. 9 GRIEVANCE PROCEDURE**

### **9.01 Disputes**

Whenever any dispute arises between the Employer and the Union, or between the Employer and one or more Employees, the Employees shall continue to work and the dispute shall be adjudicated in accordance with the following procedures:

### **9.02 Procedural Steps - Grievance**

#### **(a) Grievance Steps**

##### Step No. 1 (Optional)

The Employee is encouraged to make an earnest effort to resolve the grievance directly with their immediate non-bargaining unit manager (or designate). The Employee, at their option, shall be entitled to representation by a Shop Steward or a Union Representative.

##### Step No. 2

Failing settlement at Step No. 1, if utilized, the Union shall submit the grievance, in writing, to the Director of the Employee's Department (or designate) within twenty (20) working days of the date on which the Employee knew, or ought reasonably to have known, of the occurrence of the incident giving rise to the grievance. The written notice shall describe the details of the grievance, including the date and circumstances of the incident or occurrence which gave rise to the grievance, the provisions of the Collective Agreement which had been violated, and the remedy sought. The Director of the Department (or designate) with a representative of the Human Resources Department, shall meet with the Employee and a Shop Steward or Union Representative within ten (10) working days of receiving the written notice. A decision shall be rendered in writing within ten (10) working days of the Step No. 2 meeting.

##### Step No. 3

If the grievance is not settled at Step No. 2, it may be referred to the Human Resources Director (or designate), in writing, within ten (10) working days of the Departmental Director's (or designate) reply at Step No. 2. The Human Resources Director (or designate) and the General Manager of the Department (or designate) shall meet with the Employee, Shop Steward or Union Representative to try and resolve the grievance. If the Parties are unable to settle the grievance within twenty (20) working days of receiving the notice referring to Step No. 3, then either Party may give written notice to proceed to arbitration. This notice shall be given within twenty (20) working days following the final meeting in this step of the grievance procedure.

- (b) Time limits mentioned in the previous provisions may be extended by mutual consent of the Parties and confirmed in writing.

- (c)(i) If either Party fails to act within the time limits outlined in the Grievance Procedure with respect to a grievance that does not arise out of a suspension, dismissal, reclassification or job posting, then where it was the Union or Employee who failed to act, the grievance shall be deemed abandoned, and where it was the Employer or Manager who failed to act, the grievance shall be allowed.
- (ii) With respect to a grievance that arises out of a suspension, dismissal, reclassification or job posting, a Party which does not present or progress its grievance within the prescribed time limits of the Grievance Procedure, as set out in Articles No. 9 and 10, shall have its grievance deemed to be abandoned.

When the Party receiving the grievance fails to respond within the prescribed time limits of the Grievance Procedure, as set out in Articles No. 9 and 10, the grievance shall be deemed to advance to the next Step in the Grievance Procedure.

- (iii) It is understood that the allowance or abandonment of a grievance under sub-paragraph (i) or (ii) above shall be on a “Without Prejudice or Precedent” basis.
- (d) Employees and Union Representatives attending grievance meetings shall do so without loss of remuneration.
- (e) **Policy Grievance**

If the Union has a dispute regarding the general application or general interpretation of the Collective Agreement, it may submit a policy grievance, in writing, to the Employer’s Human Resources Director at Step No. 3 of the grievance procedure within ten (10) working days of the date on which the Union knew, or ought reasonably to have known, of the occurrence of the incident giving rise to the dispute. If the Parties are unable to settle the dispute within twenty (20) working days of the policy grievance being provided to the Employer, or such longer period of time as the Union and the Employer may agree, then the Union may, within a further ten (10) working days, refer the policy grievance to arbitration pursuant to Article No. 11 of this Agreement.

## **ARTICLE NO. 10 EMPLOYER GRIEVANCE**

If the Employer has a dispute with respect to the provisions of the Collective Agreement, the Employer will submit such disputes to the Union. The dispute will be submitted at Step No. 3 of the Grievance Procedure contained in this Agreement within ten (10) working days of the date on which the Employer knew, or ought reasonably to have known, of the occurrence giving rise to the dispute. If the dispute is not settled within twenty (20) working days of the dispute being provided to the Union, or such longer period of time as the Union and the Employer may agree, then the Employer may, within a further ten (10) working days, refer the dispute to arbitration pursuant to Article No. 11 of this Agreement.

## **ARTICLE NO. 11    ARBITRATION PROCEDURE**

A Board of Arbitration may be formed to hear the grievance. Either Party shall notify the other, in writing, of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other Party shall, within five (5) days, appoint its representative on the Arbitration Board and give notice, in writing, of such appointment to the other Party. Such representatives shall endeavour to select a third member who shall be Chairperson. Should the representatives fail to select a third member within five (5) working days from the appointment of the last representative, either Party may request the Minister of Labour of the Province of British Columbia to appoint a Chairperson. The expenses and compensation of the representatives selected by the Parties shall be borne by the respective Parties. The expenses and compensation of the Chairperson shall be shared equally between the Parties. The Parties may agree to proceed with a single Arbitrator rather than a Board of Arbitrators.

## **ARTICLE NO. 12    ALTERNATE ARBITRATION PROCEDURE**

- (a) The Parties may, by mutual agreement, submit any grievance they deem appropriate to a mutually agreed third Party at any point during the grievance procedure for an expedited ruling on the grievance.
- (b) Unless mutually agreed otherwise, a ruling pursuant hereto shall be “Without Prejudice or Precedent”, and binding only to the degree necessary to resolve the instant grievance.
- (c) A ruling shall be rendered within five (5) working days or such other time frame as mutually agreed, from receipt of a joint submission of the Parties. Reasons for the ruling shall be provided to the Parties, in writing, within thirty (30) calendar days.
- (d) The Parties agree that before moving a grievance to arbitration, they shall discuss the possibility of alternate procedures as per Section 87 or 104 of the Labour Relations Code of British Columbia.

## **ARTICLE NO. 13    DISCHARGE, SUSPENSION AND DISCIPLINE**

### **13.01    Disciplinary Action**

All disciplinary action, other than a verbal reprimand, shall be confirmed, in writing, which shall set forth the reasons for the disciplinary action. A copy of the written notice of discipline shall be forwarded to the Union within five (5) days of the action being taken. In a case of dismissal, the Union will be informed immediately.

### **13.02    Disciplinary Action by Employer**

- (a) Disciplinary action generated by the Employer includes written censures, letters of reprimand, adverse reports, and letters of suspension. An Employee and the Union shall be given a copy of any such document placed on the Employee’s file which might be the basis



of disciplinary action. Should an Employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the Grievance Procedure, and the eventual resolution thereof shall become part of his/her personnel record. Any such document not related to a suspension may be removed upon request of an Employee at the expiration of twelve (12) months from the date it was issued, provided there has been no similar further infraction, provided the Employer is satisfied there is no longer a need to retain such document. The Employer agrees not to introduce as evidence at any hearing any document from the file of an Employee, the existence of which the Employee was not aware of at the time of filing.

- (b) The record of any Employee shall not be used against him/her at any time after twelve (12) months following a disciplinary action, including letters of reprimand or any adverse report, not including suspensions, provided there are no other reports during that period. This language does not apply to discipline imposed as a result of Human Resources Policy #2.3 - Workplace Human Rights in effect at the date of ratification or as otherwise agreed to between the parties.
- (c) Failure to grieve previous discipline, other than suspension, or to pursue such a grievance to arbitration, shall not be considered an admission that discipline was justified.

### **13.03 Access to Personnel Files**

An Employee, or Union Representative or his/her designate, with the written authority of the Employee, shall be entitled to review the Employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The Employee or the representative, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

### **13.04 Right to Have Union Representative Present**

- (a) An Employee shall have the right to have no more than two (2) Union Representatives present at any discussion with supervisory personnel which may involve, or lead to, disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall make every effort to notify the Employee, in advance, of the purpose of the interview in order that the Employee may contact their Union Representative(s) providing that this does not result in an undue delay of the appropriate action being taken. This Article shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) If the discussion referred to in paragraph (a) above is held during the scheduled working hours of one or both of the Union Representatives, they shall first obtain the permission of their immediate non-bargaining unit manager (or designate). Such permission shall not be unreasonably denied.
- (c) The Employer shall be responsible for the payment of the wages for only one (1) of the two (2) Union Representatives who attend the discussion referred to in paragraph (a) above during their scheduled work hours. The Union shall be responsible for the payment of the wages for the second Union Representative for the period of time during their scheduled

work hours that they travel to/from, and attend at, the discussion in paragraph (a) above.

### **13.05 Suspension or Discharge**

- (a) The following are examples of incidents which may incur disciplinary action:
- (i) being found, while at work, under the influence of alcohol or a drug not prescribed by a physician, and if the Employee has refused to obtain proper medical attention for the condition;
  - (ii) theft or conversion of the Employer's property;
  - (iii) willful damage to the Employer's property;
  - (iv) continuous unsatisfactory work;
  - (v) insubordination.
- (b) Grievances regarding suspension in excess of five (5) working days, or discharge, may be directly submitted by either Party to the third step of the grievance procedure.

### **13.06 Reinstating after Discharge or Suspension without Just Cause**

In the event an Employee has been discharged or suspended for other than proper cause, a Board of Arbitration 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 a Board of Arbitration 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.

### **13.07 Auxiliary Availability**

- (a) Subject to the application of paragraph 3 in Letter of Understanding No. 8 (Recreation In-Service Meetings), Auxiliary Employees shall be deemed to have been terminated from their employment in the event that they have not actively worked for the Employer for a period of six (6) consecutive months without valid reasons to the satisfaction of the Employer.
- (b) With the exception of Auxiliary Employees covered by Letter of Understanding No. 5 (Part-Time and Auxiliary Customer Service Representatives, Lifeguards/Instructors, Facility Maintenance Technicians and Facility Attendants) – Auxiliary Employees are expected to be available for all regular business hours unless otherwise agreed to by the Employer. Auxiliary Employees may refuse assignments on days or shifts which they have stated they are available three (3) times in any six (6) month period. On the fourth (4<sup>th</sup>) refusal, the Auxiliary Employee will be deemed to have been terminated from their employment with the Employer, unless the Employee can demonstrate that the refusal(s) were for valid reasons to the satisfaction of the Employer.
- (c) A refusal by an Auxiliary Employee to work a shift of less than four (4) hours in duration, pursuant to Article No. 17.07(d), shall not be considered a refusal of an assignment for the purpose of paragraph (b) above.

## **ARTICLE NO. 14 SENIORITY**

### **14.01 Seniority Defined**

- (a) Seniority is defined as the length of service within the scope of the Bargaining Unit as certified by the Labour Relations Board, including bargaining units for which the Employer is a successor.
- (b) Employees employed as seasonal workers shall accumulate seniority only for the purpose of recall for seasonal work.

### **14.02 Seniority List**

- (a) The Employer shall prepare and post an updated seniority list on the first working day of January, April, June and October. The list shall be posted on all bulletin boards and remain posted until a replacement list is produced and posted. A copy of the posted seniority list will also be provided to the Union.
- (b) The seniority for Part-Time and Auxiliary Employees shall be based on the hours worked up to the end of the second-to-last complete pay period prior to the date of the posting of the seniority list pursuant to paragraph (a) above.
- (c) Subject to paragraphs (d) and (e) below, the posted seniority list shall be deemed to be valid and current for all purposes of this Agreement from the date of its posting until a replacement list is produced and posted under paragraph (a) above.
- (d) An Employee's seniority, as indicated on the seniority list, shall be subject to correction for error upon written representation by the Union to the Employer, within fourteen (14) calendar days from the date the seniority list was posted under paragraph (a) above, of the purported error.
- (e) In the case of the filling of a position which is posted under Article No. 15.03, the seniority hours of a Part-Time or Auxiliary Employee who applies for the position shall be based upon the hours worked by the applicant Employee up to and including the closing date of the job posting.

### **14.03 Seniority Determining Factor**

- (a) Seniority shall be a factor in determining preference for vacations, banked time off, promotions, demotions, transfers, shifts, lay-offs, and recall in accordance with the specific provisions related thereto.
- (b) If two (2) or more Full-Time Employees have the same seniority date, the seniority determining factor shall be by way of a coin toss on the first day of work of the affected Employees, or as soon thereafter as is reasonably practicable in the circumstances. The affected Employees shall be in attendance during the coin toss procedure. The Employer will

thereafter notify the Union of the results of the seniority determination of the affected Employees.

- (c) If two (2) or more Part-Time or Auxiliary Employees have the same seniority hours;
  - (i) on the seniority list posted pursuant to Article No. 14.02(a); or
  - (ii) on the closing date of a job posting for the purpose of Article No. 14.02(e),

the seniority determining factor shall be based upon the affected Employees' start date of employment with the Employer (i.e., the affected Employee with the earlier start date will have the greater seniority determination for the applicable purpose under consideration).

#### **14.04 Seniority for Part-Time and Auxiliary Employees**

- (a) Part-Time and Auxiliary Employees' seniority shall be pro-rated based on hours worked, and where there is a transfer between Part-Time and Full-Time positions, seniority shall be determined on a pro-rated basis on the regular annual hours for the full-time position being transferred to or from.

- (b) Notwithstanding (a) above, where a Part-Time, or Auxiliary Employee is on Maternity/Parental Leave, seniority will be pro-rated based on the following formula:

Total hours worked for a period of one (1) year prior to the start of the absence divided by the annual full-time equivalent hours multiplied by the length of the absence (in hours).

Example: An Employee worked a total of five hundred seventy (570) hours in the year prior to the absence which was six (6) months. The Employee works a seven (7) hour day.

Formula: 570 hours / 1820 regular full-time hours x 910 hours = 285 hours added to seniority.

- (c)(i) Notwithstanding (a) above, where a Part-Time or Auxiliary Employee is on WorkSafe BC Leave or Sick Leave for more than thirty (30) calendar days, seniority will be pro-rated based on the following formula:

Total hours worked for a period of one (1) year prior to the start of the absence divided by the annual full-time equivalent hours multiplied by the length of the absence (in hours).

Example: An Employee worked a total of five hundred seventy (570) hours in the year prior to the absence which was six (6) months. The Employee works a seven (7) hour day.

Formula: 570 hours/1820 regular full-time hours x 910 hours = 285 hours added to seniority.

- (ii) Subject to sub-paragraph (iii) below, during the first thirty (30) calendar days of absence while on WorkSafeBC Leave, or Sick Leave, seniority shall be determined as per the Employee's work schedule.

- (iii) If, at the time the Employee commences their WorkSafeBC Leave, or Sick Leave, the Employee's work schedule is for a period of less than thirty (30) calendar days, the seniority shall first be determined as per the Employee's remaining work schedule in the thirty (30) calendar day period and shall thereafter be pro-rated based on the formula set out in subparagraph (i) above.

#### **14.05 Seniority Retention and Accumulation**

Seniority shall be retained and accumulated on the following basis:

- (a) laid off Employees with less than one (1) year of service - six (6) months;
- (b) laid off Employees with one (1) or more years' service - twelve (12) months;
- (c) Employees with at least one (1) year service who are absent due to a bona fide illness or injury, confirmed by a qualified medical practitioner - twenty-four (24) months.
- (d) authorized Leave of Absence;
- (e) absence while serving in the Canadian Armed Forces during a national emergency and for a period of ninety (90) days after honourable discharge.

#### **14.06 Seniority Lost**

Seniority shall only be lost and employment terminated for the following reasons:

- (a) voluntary severance of employment;
- (b) lay-off for a continuous period in excess of that set out in Article No. 14.05;
- (c) failing to return to work following a lay-off within fourteen (14) days of being notified by double registered mail to do so; the Employee shall notify the Employer of his/her intentions within seven days of receipt of notice;
- (d) Part-Time Employees shall be deemed to have resigned if they do not make themselves available to work through an availability sheet, except for periods when an Employee is on an approved Leave of Absence.
- (e) if discharged for proper cause and not reinstated;
- (f) released from employment under Article No. 13.07 or Letter of Understanding No. 8 (Recreation In-Service Meetings).

## **ARTICLE NO. 15 PROMOTION AND STAFF CHANGES**

### **15.01 Promotions, Demotions and Transfers**

In making promotions, demotions and transfers, the required knowledge, ability and skills for the position shall be the primary consideration and, where two (2) or more Employees are capable of fulfilling the duties of the position, seniority with the Employer shall be the determining factor.

### **15.02 Trial Period**

- (a) In the event an Employee is promoted or transferred, he/she shall be considered to be serving a trial period of not more than ninety (90) days worked. If, during the trial period, either the Employer or the Employee determines the trial to be unsuccessful, the Employee shall be returned to his/her previous position.

The Employer shall have the option of shortening the trial period. In the event the Employer elects to shorten the trial period the employee must make their decision at the conclusion of the shortened period with respect to returning to their previous position.

- (b) The return to an Employee's previous position during the Employee's trial period, pursuant to (a) above, will result in all subsequent placements, (which were occasioned by the initial placement), being returned to their previous positions. If the subsequent placement successfully completes their trial period before the initial placement trial period is complete, and the initial placement is deemed unsuccessful, the subsequent placement will be returned to their previous position.
- (c) By mutual agreement between the parties the trial period in (a) may be extended.
- (d)(i) Employees are required to complete the trial period before being eligible to post or transfer to another position, with the exception of a permanent position which has either a higher regular rate of pay or greater regular hours of work than the position in which the Employee is serving the trial period or as may be mutually agreed between the Parties.
- (ii) If an Employee chooses to revert back to their previous position during the trial period, they will still be required to complete the ninety (90) day working period before being eligible to post or transfer to another position, with the exception of a permanent position which has either a higher regular rate of pay or greater regular hours of work than the position to which the Employee has reverted back or as may be mutually agreed between the Parties.
- (iii) If the Employer chooses to revert an Employee back to their previous position during the trial period, the Employee does not have to complete the ninety (90) day working period before being eligible to post or transfer to another position.

### **15.03 Posting Procedure**

- (a) It is agreed that, before filling any position within the scope of this Agreement, which is expected to last longer than five (5) months, notice thereof shall be posted in the City Hall and in such other places that will be accessible to all Employees who may be affected or interested therein for a period of five (5) working days before such position is filled. The posting shall contain the following information: nature of position, required qualifications, wage rate or salary range, and whether the position is subject to shift work. All Union applicants who are capable of fulfilling the duties of the position shall be interviewed before other applicants are considered for the position. The Employer agrees to forward a copy of all postings to the Union.
- (b) Positions which are not expected to exceed five months are not required to be posted.
- (c) Whenever possible, all positions awarded to internal applicants shall be awarded within fifteen (15) working days of the closing date of the posting.
- (d) A maximum of two (2) subsequent vacancies for a temporary position which is expected to last longer than five (5) months, which arise as a result of an internal applicant being awarded a posted vacancy for a temporary position under paragraph (a) above, shall be posted. Thereafter, the Employer may fill any further temporary vacancy, occasioned by the filling of the initial posted vacancy for a temporary position, by way of an assignment to a qualified Auxiliary Employee. If no qualified Auxiliary Employee is available for such an assignment, the Employer may hire a new qualified Auxiliary Employee for the vacant temporary position.

### **15.04 External Applicant**

The Employer shall not appoint an external applicant unless the internal process does not identify a person capable of fulfilling the duties of the position.

### **15.05 Union Notification**

The Union will be notified in writing, as soon as reasonably possible, of all appointments, promotions, transfers or demotions.

### **15.06 Employee Notification**

The Employer shall notify, in writing, all Employees who bid on any posting, the status of their application no later than fifteen (15) working days after the closing date of the posting.

### **15.07 Temporary Transfer to Non-Bargaining Unit Positions**

Where a transfer to an Exempt position is considered to be temporary, the Employee will retain their position and all seniority rights and benefits as set out in the Collective Agreement for a period of up to six (6) months, or in the case of covering a Maternity/Parental Leave of absence, up to one (1)



year, which may be extended by agreement between the Union and the Employer. The Employee shall continue to pay Union dues.

### **15.08 Permanent Transfer to Non-Bargaining Unit Positions**

- (a) In the event that an Employee accepts an appointment to a permanent position with the Employer which is outside of the bargaining unit:
  - (i) Either the Employer or the Employee shall be entitled to decide, within six (6) months from the effective date of the appointment, that the Employee will return to a position within the bargaining unit.
  - (ii) If a decision is made, pursuant to sub-paragraph (i) above, to return the Employee to the bargaining unit, the Employee shall return to the position held before their appointment outside of the bargaining unit, without loss of seniority, and all subsequent placements (which were occasioned by the Employee's appointment to a position outside of the bargaining unit) shall be returned to their previous positions.
- (b) In the event the Employee taking the appointment does not return to their position in the bargaining unit within the six (6) month period referred to in sub-paragraph (a)(i) above, then the Employee shall lose any seniority rights they had pursuant to the provisions of this Agreement.
- (c) In the event the Employee taking the appointment returns to their previous position in the bargaining unit within the six (6) month period referred to in sub-paragraph (a)(i) above, then the Employer shall:
  - (iii) deduct from the Employee's wages the Union dues which were in arrears during the period of time that the Employee was in the appointed position outside of the bargaining unit, and
  - (iv) forward the deducted dues to the Union.

## **ARTICLE NO. 16 LAY-OFF AND RECALL**

### **16.01 Lay-off**

- (a) The Employer agrees that there will be no lay-off of Regular Employees, not subject to seasonal lay-off, during the term of this Agreement. It is agreed that this Section shall apply only to Employees employed as of January 1, 1993.
- (b) Employees hired as Seasonal Workers shall not have recall or bumping rights.

### **16.02 Retention of Employees with Special Skills**

The Employees with the least seniority shall be first laid off provided, however, that Employees with special skills may be retained to fill classified positions requiring special skills, regardless of seniority. Where requested by the Union, the Employer will notify the Union in writing of such retention and provide reasons why the retention is necessary and the duties the Employee(s) will be performing. Employees who have been laid off shall be recalled to work in the reverse order of their lay-off, e.g., the last Employee laid off shall be the first re-hired, provided that the Employee is capable of performing the work which may be available.

### **16.03 Long Term Lay-Off**

In the event of lay-off due to a planned or predetermined reduction in service, the Employer shall notify Employees who are to be laid off twenty (20) working days prior to the effective day of lay-off. If the Employee has not had the opportunity to work the days, as provided in this section, he/she shall be paid for the days which work was not made available. This section shall apply to Regular Employees only, subject to the following conditions:

- (a) The Employees affected by such lay-off notice must exercise their seniority rights within five (5) working days of being so notified.
- (b) The Employer agrees to lay-off Non-Regular Employees before laying off Regular Employees capable of performing the work required.
- (c) Employees will be given seven (7) days following notice to recall to accept recall. Should the Employee fail to return to work within fourteen (14) days of notification, the Employer may offer recall to another laid off Employee.

### **16.04 Short Term Lay-Off**

When a lay-off is due to normal seasonal shortage of work or due to adverse weather conditions:

- (a) The Union agrees to waive notice of lay-off.
- (b) Regular Employees who are laid-off will be restricted from bumping into higher rated positions. Laid-off Regular Part-Time Employees shall not be entitled to bump into Regular Full-Time positions.
- (c) Regular Part-Time Employees will not have recourse to the bumping procedures where there is a short-term lay-off within their classification that does not affect their seniority standing in relation to other Part-Time Employees in the same classification.

## **ARTICLE NO. 17 HOURS OF WORK**

### **17.01 General Provisions**

The subsections in 17.01 are subject to the specific provisions of this Article.

- (a) Employees shall report to work at their normal work location or as directed by the Employer.
- (b) Employees working for four (4) hours or more, shall be entitled to one fifteen (15) minute paid rest period during the shift. Employees working more than six (6) hours will be entitled to a second fifteen (15) minute paid rest period. Rest periods shall be taken as close to midpoint of the shift (or half shift) as possible, subject to the operational requirements of the Employer or as mutually agreed upon.

Part-time and Auxiliary Employees working in excess of five (5) hours will be entitled to an unpaid half-hour (1/2) meal break. Schedule "A" Part-time and Auxiliary Employees will be required to take a one (1) hour unpaid meal break when working a full shift.

- (c) Any Regular Full-Time Employee who reports to work on a regular scheduled work day shall not be paid less than the daily hours set out in the following schedules.

### **17.02 Schedule "A" Employees**

- (a) The regular hours of work for Schedule "A" Employees shall be seven (7) consecutive hours per day, not including a one-(1) hour unpaid meal break, for five (5) consecutive days, Monday to Friday, inclusive, thirty-five (35) hours per week.
- (b) The standard work day for Schedule "A" Employees shall be from 8:00 a.m. to 5:00 p.m., subject to clause (a), or alternate work schedules as may be agreed between the Union and the Employer.

### **17.03 Schedule "B" Employees**

- (a) The regular hours of work for Schedule "B" Employees shall be eight (8) consecutive hours per day, not including a one-half (1/2) hour unpaid meal break, for five (5) consecutive days, Monday to Friday, inclusive, forty (40) hours per week.
- (b) The standard workday for Schedule "B" Employees shall be between the hours of 7:00 a.m. and 5:00 p.m., subject to clause (a), or alternate work schedules, as may be agreed between the Union and the Employer.

### **17.04 Schedule "D" Employees**

- (a) The Airport may operate on a seven (7) day schedule. The normal daily hours of work will be between 6:00 a.m. and 11:00 p.m.

- (b) The regular hours of work for Schedule “D” Employees shall be eight (8) consecutive hours per day, not including a one-half (1/2) hour unpaid meal break, for five (5) consecutive days, forty (40) hours per week.
- (c) The standard workday for Schedule “D” Employees shall be between the hours of 7:00 a.m. and 5:00 p.m., subject to clause (a), or alternate work schedules, as may be agreed between the Union and the Employer.

### **17.05 Work Day Adjustment**

The hours noted in 17.02(b) and 17.03(b) may be adjusted one-half (1/2) earlier and/or later by agreement between the Parties without penalty.

### **17.06 Schedule “C” Employees - Full-Time**

- (a) The regular hours of work for Schedule “C” Full-Time Employees shall be eight (8) consecutive hours per day, not including a scheduled half (1/2) hour unpaid meal break, with forty-eight (48) hours of rest, and no more than five (5) consecutive eight (8) hour days of work, except when a shift rotation occurs, by mutual agreement of the Parties. Notwithstanding the foregoing, when the preference of Employees and operational needs require, schedules may be varied by mutual agreement of the Parties to allow days of rest to be split during the week.
- (b) The Employer agrees to guarantee eighty (80) hours of work per pay period, and a minimum of eight (8) hours rest between shifts.
- (c) Employees who are required to eat on the job shall be paid for the meal break.
- (d) The Employer shall schedule the work day as required. The schedule shall be posted at least one (1) week in advance, and shall not be for less than two (2) pay periods. Except in times of emergency, forty-eight (48) hours’ notice shall be given before changing an Employee’s schedule.

### **17.07 Schedule “C” Employees - Part-Time**

- (a) The Employer shall schedule the work day and work week as required.
- (b) The Employer shall schedule shifts for Employees consistent with the efficient operational needs of the Employer.
- (c) No scheduled shift shall have a split of more than two (2) hours, nor shall there be any more than one (1) scheduled split in a shift, unless mutually agreed to by the Employer and the Union.
- (d) Where there are less than four (4) hours of work available and the senior Employee elects to refuse the shift, the shift shall then be offered the next most senior Employee. An Employee shall not be required to work a shift of less than four (4) hours in duration. It is understood

that an Employee shall only be paid for time worked.

- (e) Employees who are required to eat on the job shall be paid for the meal break.
- (f) Employees who are scheduled for work when there is no work available due to inclement weather and/or emergency shall not be eligible for guaranteed hours for payment. In such an event, Employees shall be notified prior to the scheduled hours that no work is available because of the above. Should an Employee arrive at work without having been notified and there is no work, two (2) hours pay shall be paid.
- (g) Part-Time Employees may, for a period of up to sixteen (16) consecutive weeks, or such longer period as is mutually agreed between the Employer and the Union, work hours in excess of those set out in 6.02(b)(ii) without their status as Part-Time Employees being changed.

#### **17.08 Schedule “A”, “B” and “D” Part-Time and Auxiliary Employees**

- (a) Where such an Employee reports for a scheduled shift and no work is available, the Employee shall be paid for a minimum of two (2) hours, and in the event the Employee commences work, a minimum of four (4) hours shall be paid.
- (b) Employees shall be notified sixteen (16) hours in advance of their start time that no work will be available, except in the event of inclement weather and/or an emergency. If advance notice is not given, a minimum of two (2) hours shall be paid to the Employee at the regular rate of pay.

#### **17.09 J.A.M.E.S. Plant – Seven Day Operation**

Notwithstanding other provisions of the Collective Agreement, it is understood that the JAMES Treatment Plant is a 7-day operation and the following provisions will apply:

- (a) A six (6) percent shift differential shall be paid on all time worked on Saturday or Sunday.
- (b) Shifts shall be distributed through a shift sign up in accordance with the following provisions:
  - i. Shift sign-up shall take place at least two (2) weeks in advance. Sign-ups shall be for not less than eight (8) pay periods and not more than nine (9) pay periods, e.g. 3 sign-ups per year of approximately four (4) months each;
  - ii. The first sign-up shall be done in order of seniority and the second and subsequent sign-ups shall be done on the basis that the order of sign-up revolves with each sign-up, e.g. – the most senior Employee gets first choice on the first sign-up, the second senior Employee gets first choice on the second sign-up and the third senior Employee first choice on the third sign-up. Second choice and third choice shall also rotate in the same manner.

- (c) All hours worked in excess of the normal daily hours or normal weekly hours shall be paid for at the appropriate overtime rates.
- (d) Any disputes as to the proper application of any provision of the Collective Agreement in regard to the operation of this clause or its provisions shall be resolved through joint discussion of the parties and consultation with the Employees affected.
- (e) 7-day work schedule JAMES Plant Operators:
  - Shift A                      Monday through Friday  
                                    Days off Saturday and Sunday
  - Shift B                      Tuesday through Saturday  
                                    Days off Sunday and Monday
  - Shift C                      Sunday through Thursday  
                                    Days off Friday and Saturday

**Note:** Where shift changes due to new sign-up results in more than five (5) consecutive days of work, Employees shall be entitled to use banked time during the week days portion of their shift to provide a break in the number of consecutive days to be worked.

With the approval of the Employer, Employees may also switch days or shifts by mutual agreement on the understanding that such switches do not result in additional cost to the Employer.

## **ARTICLE NO. 18 OVERTIME PROVISIONS**

### **18.01 Overtime Rates**

The Employer shall pay overtime rates of wages to every Employee entitled thereto as follows:

- (a) All time worked over and above seven (7) hours per day for Schedule “A” Employees and eight (8) hours per day for Schedules “B”, “C”, and “D” Employees, on any shift shall be deemed overtime, until a break of eight (8) hours occurs.
- (b) All overtime must be either scheduled or authorized in advance by the Employer, except in the event of unforeseen circumstances where authorization will be or is made after the event.

### **18.02 Overtime Accumulation/Pay**

Overtime shall be paid or accumulated in lieu of overtime pay, on the following basis:

- (a) Time and one-half for the first hour and double time thereafter for hours worked in excess of the regular hours of work as defined in Articles No. 17.02(a), 17.03, 17.05(a), and 17.07 (a).

- (b) Time and one-half for the first three and one-half (3.5) hours worked on the first rest day for Schedule "A". Time and one-half for the first four (4) hours worked on the first rest day for Schedules "B", "C" and "D".
- (c) Double time for hours worked after the first three and one-half (3.5) hours on the first rest day and at any time on the second rest day for Schedule "A". Double time for hours worked after the first four (4) hours on the first day and at any time on the second rest day for Schedules "B", "C" and "D".
- (d) Regular Full-Time Employees may choose to take overtime either in pay or time off. Such time off may be accumulated to a maximum of one hundred and sixty (160) hours for Schedule "B", "C", and "D" Employees; one hundred and forty (140) hours for Schedule "A" Employees, and time off shall be taken as mutually agreed. When the maximum accumulation has been reached, the Employee must take the time off before further time can be accumulated. Banked overtime accumulated must be taken between January 1st of the current year and April 30th of the following year.
- (e) In the event that an Employee works in more than one classification during the course of a year, the Employer and the Union agree that overtime taken in time off should be taken at the same rate as applied when banked. Banked overtime shall be credited in terms of hours and when taken in time off, shall be paid out at the same hourly rate as applied when banked.
- (f) Provincial Emergency Program (PEP)

Where the Provincial Government agrees to compensate the City under the Provincial Emergency Program (PEP), the Employer shall notify the Union immediately. While the City is being compensated under the PEP program, Employees receiving overtime for work associated with the emergency, shall not be permitted to bank their overtime.

Where the Employer can access the PEP programs, the Parties shall work together to ensure the application of this language in no way disadvantages the Employees.

### **18.03 Overtime Meal/Rest Break**

Where an Employee is required to work in excess of two (2) hours of overtime in conjunction with his/her regular shift he/she shall, at the end of two (2) hours overtime worked, be entitled to paid time off not to exceed one-half (1/2) hour for the purpose of eating. Thereafter, he/she shall be entitled to a fifteen (15) minute paid rest period for each continuing two (2) hours of work.

### **18.04 Call Back**

Where a Regular Employee who is called into work on his/her regularly scheduled day off or has left his/her normal place of employment after completing the hours of work under Article No. 18.01(a), and is called back to the workplace by the Employer, the Employer agrees to pay the Employee for a minimum of four (4) hours at overtime rates.



### **18.05 Calls At Home**

Where the Employee is called at home for a work-related matter, the Employee shall receive minimum compensation of one-half (1/2) hour at overtime rate, provided the call is authorized by management.

### **18.06 Overtime Procedures**

Overtime, other than continuation of shifts, shall be allocated in accordance with procedures developed by the affected Employees in each Division, and mutually agreed to by the Parties.

### **18.07 Standby**

- (a) Standby time, when required by the Employer, shall be at straight time, at two (2) hours per day, at the Employee's regular rate of pay. The Employee shall have the option to take standby hours in time off.
- (b) Standby time on Statutory Holidays and weekends, when required by the Employer, shall be at straight time at four (4) hours per day at the Employee's regular rate of pay. The Employee shall have the option to take standby hours in time off.
- (c) An Employee on standby is authorized to use a municipal vehicle, if available, to travel from the vehicle storage area to residence and call-out location and return as required.
- (d) Standby assignments shall be by rotation among qualified Employees familiar with all aspects of the required operations.
- (e) Standby procedures are to be in accordance with the Employer's policy as presented to the Union and the Employees concerned.
- (f) Schedule "B" Employees on standby shall not accept a call-out in the Engineering Operations Department until all call attempts to other qualified members on the full seniority list for the applicable Division within that Department have been exhausted. For the purposes of this provision, the applicable Divisions within the Engineering Operations Department are Roads; Buildings; Fleet; Water; DDI (Dyking, Drainage and Irrigation); Sewers; and Electrical.

## **ARTICLE NO. 19 SHIFT WORK**

### **19.01 Special Shift - Schedule "A" and "B" Employees**

- (a) A special shift shall be defined as the regularly scheduled number of hours falling outside the hours between 8:00 a.m. and 5:00 p.m. for Schedule "A" Employees and between 7:00 a.m. and 5:00 p.m. for Schedule "B" Employees. In the case of Schedule "A" Employees, the special shift must be continued for a minimum of two (2) consecutive days. If an Employee

does not work five (5) consecutive days, and because of the difficulties of changing back to a regular shift, he/she does not work the regular hours under Schedules “A” and “B”, the Employer agrees to guarantee the regular hours of work. Any Employee required to work a special shift shall be paid a shift differential of six percent (6%) for each hour worked outside the regular shift. Except in emergencies, forty-eight (48) hours’ notice shall be given before change of a regular shift.

- (b) The above-noted provisions shall not apply to snow and ice removal. For emergencies and snow and ice removal, the Employer may schedule shifts for periods of less than two (2) days without giving forty-eight (48) hours’ notice; a shift differential of eight percent (8%) an hour will apply for hours worked outside the regular shift.
- (c) The hours noted herein may be adjusted one-half (1/2) hour earlier and/or later by agreement between the Parties without penalty.

#### **19.02 Special Shift - Schedule “C” Employees**

- (a) There shall be no special shifts pursuant to Article No. 19.01 for Schedule “C” Employees.
- (b) A shift differential of six percent (6%) per hour shall be paid to Employees for hours worked between 10:00 p.m. and 8:00 a.m.

#### **19.03 Special Shift - Schedule “D” Employees**

- (a) There shall be no special shifts pursuant to Article No. 19.01 for Schedule “D” Employees.
- (b) A shift differential of 3% of the wage shall apply from 5 p.m. to midnight and 6% from midnight to 7:00 a.m.

#### **19.04 Maintenance Shop**

Shift differential does not apply to any mechanic position. For any shift commencing after 4:00 p.m. in a day, the Employee shall work seven (7) hours and be paid for eight (8) hours.

#### **19.05 Split Shifts**

Other than as provided for in Article No. 17, there shall be no split shifts except by mutual agreement between the Employer and the Union.

#### **19.06 Shift Assignment**

- (a) For classifications that currently are not subject to shift work, seniority shall be the primary factor, subject only to qualifications and ability to perform the work.
- (b) For classifications that currently are subject to shift work, current practice shall continue unless amended by mutual agreement between the Union and the Employer.

- (c) For classifications that may be changed to provide for shift work, the Parties agree to meet and establish assignment procedures as required.

## **ARTICLE NO. 20 STATUTORY/PAID HOLIDAYS**

### **20.01 Holidays and Holiday Pay**

- (a) All Regular Full-Time Employees shall have the following Statutory/Paid Holidays off with pay at the Employee's regular rate of pay. For the purpose of this Section, regular rate of pay shall be the rate of pay paid on the regular work day immediately preceding the Statutory/Paid Holiday.

New Year's Day	Canada Day	Christmas Day
Family Day	BC Day	Boxing Day
Good Friday	Labour Day	
Easter Monday	Thanksgiving Day	
Victoria Day	Remembrance Day	

and any other day proclaimed by the Federal, Provincial or Municipal governments.

- (b) Schedule "A" and "B" Regular Full-Time Employees shall be paid or be allowed to bank double time for hours worked on a Statutory/Paid Holiday, in addition to any Statutory/Paid Holiday entitlement as defined in (a) above of this Article, except as otherwise provided in this Agreement or by mutual consent of the Parties.
- (c) Schedule "C" and "D" Regular Full-Time Employees who are scheduled to work on a Statutory/Paid Holiday, shall be paid or be allowed to bank one and one-half (1 and 1/2) times the regular rate of pay for hours worked on a Statutory/Paid Holiday, in addition to any Statutory/Paid Holiday entitlement as defined in (a) above of this Article, except as otherwise provided in this Agreement or by mutual consent of the Parties.
- (d) All Part-Time Employees, except those receiving benefits pursuant to Article No. 6.02(b)(ii), and Auxiliary Employees will receive four point four percent (4.4%) in lieu of Statutory/Paid Holiday pay as defined in Article No. 20.01(a) above, and included in the total appropriate percentage as set out in Article No. 6.02(b)(ii).
- (e) All Part-Time and Auxiliary Employees who are scheduled to work on a Statutory/Paid Holiday, shall be paid one and one-half (1 and 1/2) times the regular rate of pay for hours worked on the Statutory/Paid Holiday, in addition to the entitlement as defined in (d) above.
- (f) Employees absent by reason of Leave of Absence, lay-off, WorkSafeBC, Employment Insurance Sick Leave, Long Term Disability, discharge, suspension, or resignation from employment effective on a Statutory/Paid Holiday, shall not be entitled to Statutory/Paid Holiday pay.

## **20.02 Illness**

It is agreed that Regular Full-Time and Part-Time Employees receiving benefits pursuant to Article No. 6.02(b)(ii) who are absent due to illness and on Sick Leave with pay shall also be entitled to the Statutory/Paid Holiday with pay.

## **20.03 New Employees**

For the purpose of this Section, all new Employees hired by the Employer shall have worked for the Employer at least fifteen (15) working days in the thirty (30) calendar day period prior to the Statutory/Paid Holiday.

## **20.04 Holiday Observance**

When any of the above-noted holidays fall on an Employee's regular scheduled days off and are not proclaimed as being observed on some other day, the following one (1) or two (2) days and/or any other day as mutually agreed between the Parties, shall be deemed to be holidays for the purpose of this Agreement.

## **20.05 Holiday Proclaimed**

If a Statutory/Paid Holiday, or any other day proclaimed by the Federal, Provincial or Municipal government, falls on or is observed during an Employee's vacation period, he/she shall be granted an additional day's vacation for each such holiday in addition to his/her regular vacation entitlement, at a time as mutually agreed.

## **20.06 Holiday Closure**

The City may designate up to three (3) days annually during the Holiday Season, December 20 to January 4th, as Holiday Closure. Employees shall have the option of using vacation time, banked overtime, banked time, or unpaid time off on the designated days. The Employer shall notify the Union of the Holiday Closure dates by January 15 each year.

It is understood that certain staff may be required to work on these days to maintain minimum staffing levels.

## **ARTICLE NO. 21 ANNUAL VACATIONS**

### **21.01 Calendar Year and Termination of Services**

- (a) "Calendar Year", for the purpose of this Agreement, shall mean the twelve (12) month period from January 1st to December 31st, inclusive.
- (b) In all cases of termination of services for any reason other than retirement on Municipal Pension Plan or on attaining maximum retirement age, as defined in the Pension (Municipal)

Act, adjustment will be made for overpayment of vacation.

**21.02 Vacation Entitlement**

(a) Vacation with pay shall be granted on the following basis:

<u>Calendar Years of Service</u>	<u>Entitlement</u>	<u>Percentage</u>
(i) 1st calendar year .....	10 working days.....	4.0 %
(ii) 2nd calendar year .....	15 working days.....	6.0 %
(iii) 3rd calendar year.....	15 working days.....	6.0 %
(iv) 4th calendar year.....	16 working days.....	6.4 %
(v) 5th calendar year.....	17 working days.....	6.8 %
(vi) 6th calendar year.....	18 working days.....	7.2 %
(vii) 7th calendar year.....	19 working days.....	7.6 %
(viii) 8th calendar year.....	20 working days.....	8.0 %
(ix) 9th calendar year.....	21 working days.....	8.4 %
(x) 10th calendar year.....	22 working days.....	8.8 %
(xi) 11th calendar year.....	22 working days.....	8.8 %
(xii) 12th calendar year.....	23 working days.....	9.2 %
(xiii) 13th calendar year.....	23 working days .....	9.2 %
(xiv) 14th calendar year.....	24 working days.....	9.6 %
(xv) 15th calendar year.....	24 working days.....	9.6 %
(xvi) 16th calendar year.....	25 working days.....	10.0 %
(xvii) 17th calendar year.....	26 working days.....	10.4 %
(xviii) 18th calendar year .....	27 working days.....	10.8 %
(xix) 19th calendar year.....	28 working days.....	11.2 %
(xx) 20th calendar year .....	29 working days.....	11.6 %
(xxi) 21st calendar year .....	30 working days.....	12.0 %
(xxii) 22nd & each subsequent calendar year.....	31 working days.....	12.4 %

(b) (i) Eligible Part-Time Employees opting for benefits will be granted vacation with pay as per Article No. 21.02(a) based on completed years of service. To attain a year of service, Employees are required to put in the equivalent in hours of a Full-Time Employee.

(ii) Part-Time Employees not eligible for benefits, and Auxiliary Employees shall receive the appropriate percentage and unpaid vacation as per Article No. 21.02 (a) in lieu of paid vacation based on completed years of service. To attain a year of service, Employees are required to put in the equivalent in hours of a Full-time Employee.

**21.03 Vacation Schedule**

(a) Employees shall be granted their vacation dates in order of their seniority, consistent with the efficient operation of the Employer. However, only one (1) two-(2) week period shall be selected by seniority until all eligible Employees in each department have selected one period. The seniority provision of this section cannot be used for vacation which is not

booked in the annual vacation plan of the department by March 31st.

- (b) The remainder of the vacation to which such Employee is entitled shall be granted at a mutually agreed time consistent with the efficient operation of the Employer. Every effort shall be made to use up vacation in the year earned.
- (c) All vacation not taken in the year earned shall be taken in the new year in accordance with the following provisions:
  - (i) The Employee's immediate non-bargaining unit manager (or designate) shall, consistent with the efficient operation of the Employer and by mutual agreement with the Employee, schedule the Employee's previous year's earned but not taken vacation time so as to be taken by May 31<sup>st</sup> of the new year.
  - (ii) The vacation pay to be provided to the Employee, with respect to the previous year's vacation time which is scheduled under (i) above to be taken in the new year, shall be based on the rate of pay the Employee was receiving at the time the previous year's vacation was earned.
  - (v) There will be no cash pay-out of vacation entitlement, with the exception of extenuating circumstances which the Employer determines had precluded the Employee from being able to take the previous year's earned but not taken vacation by May 31<sup>st</sup> of the new year.
- (d) Employees who have commenced their annual leave shall not be called back to work, except in cases of emergency.
- (e) Employees who are entitled to four (4) weeks or more of vacation shall be given special consideration for an extended vacation block where there are compelling reasons, as determined by mutual agreement of the Employer and the Union.
- (f) Where an Employee is leaving the service of the Employer, he/she shall be paid in accordance with Articles Nos. 21.01(a) or (b), or 21.02(a)(i) to (a)(xxii), whichever is applicable, for all earned and outstanding vacation up to and including the last day worked.

#### **21.04 Interrupted Vacation Leave**

If, while off on vacation leave, an Employee:

- (i) Is hospitalized, or ill for three (3) days or more that requires medical attention;
- (ii) Is granted Bereavement Leave; or
- (iii) Is recalled to duty:

there shall be no deduction from vacation credits for such absence. The vacation days so displaced shall either be added to the approved leave concurrently, if agreed to by the Employer, or reinstated

for use at a later date, pursuant to Article No. 21.03.

The Employee shall provide the Employer with written confirmation from the medical practitioner who provided the medical attention to the Employee pursuant to (i) above. The Employee shall be responsible for the payment of any costs in obtaining this documentation.

### **21.05 Voluntary Time Banking**

The intent of this program is to give staff the opportunity, where it is mutually agreeable with the Employer, to work additional hours at straight time rates. The Employee shall bank the time and use it at a time mutually agreed to with their non-bargaining unit manager as follows:

- (a) This program will be available to full-time staff on Schedule "A".
- (b) Where it is mutually agreed to between the Employee and their non-bargaining unit manager, the Employee may be permitted to work additional hours and bank the time at straight time rate. Additional hours may include working one-half (1/2) hour during the one (1) hour unpaid meal break.
- (c) An individual Employee may bank a maximum of eight (8) days in a year.
- (d) The Employee shall be entitled to use the banked time at a time mutually agreed to between the Parties.
- (e) Hours banked under this program may not be cashed-out.
- (f) All banked hours must be used by January 30th of the following year.

## **ARTICLE NO. 22 SICK LEAVE PROVISIONS**

### **22.01 Definition**

“**Sick Leave**” means the period of time an Employee is permitted to be absent from work by virtue of being sick or disabled, quarantined, for doctor or dentist personal appointments or because of an accident for which compensation is not payable under the WorkSafeBC Act.

### **22.02 Sick Leave Entitlement**

- (a) Regular Full-Time Employees shall earn one and one-half (1 1/2) days per month, upon successful completion of the probationary period, to be paid during Sick Leave, cumulative to a maximum of one hundred and twenty (120) days. To be eligible for Sick Leave accumulation, Employees must work a minimum of ten (10) days per month.
- (b) Part-Time Employees eligible for Sick Leave accumulation, upon successful completion of the probationary period, shall earn Sick Leave on a pro rata basis calculated at the end of each month.



### **22.03 Medical Certificates**

Medical certificates, on a form approved by the Parties, may be required as proof of illness or to qualify for sick pay. If the Employer requires production of a medical certificate, the costs of such certificate shall be paid by the Employer.

### **22.04 Family Illness**

Where no one at home, other than the Employee, can provide for the needs of a sick member of his/her immediate family the Employee shall be entitled, after notifying his/her supervisor, to use a maximum of three (3) Sick Leave days per year to care for the member of the family who is ill. Immediate family is defined as spouse, child or parent.

### **22.05 Absence Reporting**

In order to receive Sick Leave, Employees must inform their immediate supervisor of illness as reasonably far in advance of the shift starting time as is possible, but not less than four (4) hours prior to the start of the shift for any shift starting at or after 10:00 a.m. where it is reasonable to give four (4) hours' notice. Employees shall keep their immediate supervisor informed of their progress and/or expected length of their absence.

### **22.06 Long Term Disability**

Where an Employee has sufficient accumulated Sick Leave, he/she shall receive paid Sick Leave from the first day of sickness until such time as the Employee shall be entitled to benefits under the Long Term Disability Plan.

### **22.07 Sick Leave Reimbursement**

Where any Employee receives reimbursement for lost salary from any third party for any absence, the Employee shall reimburse the Employer for all Sick Leave paid during such absence and the Employee shall be re-credited any Sick Leave credits used.

### **22.08 Vacancies Due to Illness**

- (a) Vacancies due to illness shall be reviewed between the Parties to determine whether to post the position on a permanent basis.
- (b) In the event the incumbent returns to his/her original position, all subsequent placements shall be returned to their previous position.

## **ARTICLE NO. 23 LEAVES OF ABSENCE**

### **23.01 Bereavement Leave**

Upon request, an Employee shall be granted Bereavement Leave at his/her regular straight time hourly rate in the event of the death of the Employee's parent or guardian, spouse, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law, son-in-law, brother-in-law or sister-in-law. Duration of leave shall be in accordance with Articles Nos. 23.02 and 23.03.

### **23.02 Death of Immediate Family Member**

In the event of the death of the Employee's spouse, common-law spouse, child, brother, sister, parent or guardian, the Employee shall be entitled to a maximum of five (5) days Bereavement Leave.

### **23.03 Death of Relative**

In the event of the death of a grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the Employee shall be entitled to a maximum of three (3) days Bereavement Leave.

### **23.04 Payment for Balance of Shift**

In addition, if the Employee is notified of the death while he/she is working, he/she will be excused from and paid for the balance of that working shift, and this time shall not be charged against the Bereavement Leave as set forth in No. 23.02 and No. 23.03 of this Article.

### **23.05 Pallbearer Leave**

Upon giving twenty-four (24) hours' notice, an Employee shall be granted one-half (1/2) day with pay for the purpose of attending a funeral as a pallbearer.

### **23.06 Imminent Death**

The Employer shall, upon the request of the Employee, grant compassionate leave to Employees where death appears imminent of family members covered by this Article. Such leave, together with compassionate leave granted under Articles No. 23.02 and 23.03, shall not exceed the days specified in Articles No. 23.02 and 23.03. A doctor's certificate may be required for the granting of such leave.

Use of this Article "imminent" shall be used only once per family member.

### **23.07 Jury Duty and Court Attendance**

- (a) Any Regular Full-Time or Regular Part-Time Employee who is called to serve as a Juror or subpoenaed as a Witness in any Court, shall be granted Leave of Absence without loss of any privileges. Normal pay will continue to be issued. Payment for Part-Time Employees will be pro-rated in accordance with hours worked. At the conclusion of this duty, Employees shall obtain a certificate from the Court showing the period of his/her service and the amount of the compensation received, and shall deposit this certificate, together with the full amount of the compensation, but not including traveling expenses, with the Employer. Where more than four (4) hours remains in the Employee's regular shift the Employee shall return to work the balance of his shift.
- (b) Any Employee subpoenaed as a Witness and/or required to attend meetings with legal Counsel as a consequence of his/her employment, shall be paid his/her regular hourly rate and, where applicable, overtime for all such time.
- (c) This section will have no application for an Employee on Leave of Absence, or when receiving benefits under the Health and Extended Health Plans, WorkSafeBC, or as otherwise covered in this Agreement.
- (d) Leave of Absence without pay shall be granted where an Employee is required to attend court on his/her behalf.

### **23.08 Leave of Absence**

- (a) When the requirements of the Employer's services will permit, Regular Full-Time and Regular Part-Time Employees may be granted Leave of Absence without pay up to a maximum of ninety (90) working days for extended vacation, educational purposes, or compassionate reasons.
  - (i) Vacation and Sick Leave entitlements will be adjusted for each day of absence in excess of fifteen (15) working days in a calendar month.
  - (ii) For absences over one (1) calendar month in duration, applicable benefits will be maintained at the option of the Employee, provided the Employee arranges, before commencing the leave, to pay both the Employee's and Employer's share of the premiums for Medical, Extended Health and Dental. If pertinent, arrangements for payment of additional authorized deductions, (e.g. Computer Purchase Plan), must also be made.
  - (iii) Unless the Employee opts for coverage under (ii) above, benefit coverage ceases at the end of the month in which the leave commences.
- (b) All applications for Leave of Absence shall be submitted, in writing, and be approved by the Employer, through the Human Resources Division.
- (c) The Employer recognizes the right of an Employee to participate in public affairs. Therefore,

upon written request, the Employer shall allow Leave of Absence for a maximum of two (2) months so that the Employee may be a candidate in Federal, Provincial or Municipal elections. This leave shall be unpaid and benefits, where allowable, may be continued, provided the Employee pays both the Employee's and Employer's share of the premiums.

An Employee who is elected to public office shall be allowed Leave of Absence without loss of seniority during his/her term of office.

### **23.09 Time Off for Union Business**

- (a) Upon application to, and upon receiving the permission of the Director of the department in each specific case, time off shall be granted to the official representatives of the Employees' Union when it becomes necessary to transact business in connection with matters affecting the members of the Union, providing it does not interfere with the operation of the Employer.
- (b) It is agreed that up to a maximum of two (2) Union Representatives per Schedule, but not more than six (6) in total, shall be granted Leave of Absence without pay to attend Union Conventions, etc., the names of those attending to be submitted to the Department Director one (1) month in advance. Where there is more than one (1) request from the same department for the same time, approval shall be subject to operational requirements.

### **23.10 Leaves of Absence**

#### **(a) Maternity Leave**

Leave under this provision will be without pay and without loss of seniority. On return from Maternity Leave, the Employee shall provide the Employer with at least four (4) weeks' notice. On return from Maternity Leave, the Employee will assume her former position, if it still exists or a position consistent with the seniority provisions of this Agreement.

- (i) Upon written request, four (4) weeks in advance, Maternity Leave to a maximum of seventeen (17) consecutive weeks shall be granted. This leave may start no earlier than eleven (11) weeks before the expected birth date, and must end no earlier than six (6) weeks after the birth date unless the Employee requests a shorter period.
- (ii) An Employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- (iii) Where a doctor's certificate is provided, an Employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or termination of the pregnancy, she is unable to return to work when her leave ends under sub-paragraph (i) or (ii) above.

(b) **Employment during Pregnancy**

The Employer shall not deny a pregnant Employee the right to continue employment during the period of the pregnancy when her duties can reasonably be performed. The Employer may require proof of the Employee's capability to perform her normal work through production of a medical certificate.

(c) **Parental Leave for Birth and Adoption**

Leave under this provision will be without pay and without loss of seniority. On return from Parental Leave, the Employee shall provide the Employer with at least four (4) weeks' notice. On return from Parental Leave, the Employee will assume her former position, if it still exists or a position consistent with the seniority provisions of this Agreement.

- (i) A birth mother who has taken Maternity Leave is entitled to thirty-five (35) consecutive weeks of unpaid Parental Leave. A birth mother must begin her Parental Leave immediately after her Maternity Leave ends unless she and the Employer agree otherwise.
- (ii) A birth father or an adopting parent is entitled to a maximum of thirty-seven (37) consecutive weeks of unpaid Parental Leave. A birth father must begin the leave within one (1) year of the birth of the child and an adopting parent within a year after the child is placed with the parent.
- (iii) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the Employee is entitled, where a doctor's certificate is provided, to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave under sub-paragraph (i) or (ii) above.

(d) **Benefit Coverage**

Medical, Dental and Extended Health, if applicable, may be maintained during the leaves as described in paragraphs (a) and (c) above, provided the Employee makes arrangements prior to commencing the leave to pay their share of the premiums. If pertinent, arrangements for payment of additional deductions (e.g. Computer Purchase Plan) must also be made.

(e) **Paternity Leave**

Employees shall be entitled to one (1) day Paternity Leave, with full pay and benefits within seven (7) calendar days of the birth or adoption of their child.

**23.11 Revocation of Driver's Licence**

- (a) If an Employee who is required to hold a valid driver's licence suffers a revocation of his/her driver's licence, he/she will be reassigned and paid at the appropriate rate for such, provided he/she is capable and work is available, and that such reassignment will not result in the

bumping of a Regular Employee. If work is not available, he/she shall be granted a Leave of Absence, and it shall not be a violation of Article No. 23.08(d) above for him/her to accept employment elsewhere. Any second use of this provision will require mutual agreement of the Parties.

- (b) If a driver's licence is revoked for reasons other than a driving offence, the Parties will meet to determine appropriate action.

### **23.12 Leave of Absence for Compassionate Reasons**

Any Employee requesting a Leave of Absence for compassionate reasons for up to thirty (30) days shall not be denied such request.

### **23.13 Elections**

Employees entitled to vote in an election may take time off from work with pay according to the applicable legislation.

### **23.14 Benefits upon the Death of an Employee**

- (a) Following the death of an Employee, a lump sum payout of all accrued and unused vacation, overtime bank and voluntary time bank shall be made by the Employer to the Estate of the Employee.
- (b) The Employer shall continue to provide, at the cost of the Employer, the Medical Services Plan, Extended Health Plan and Dental Services Plan coverage to the Employee's eligible dependents until the end of the calendar month following the month of the Employee's death.

## **ARTICLE NO. 24 WAGES, ALLOWANCES AND PREMIUMS**

### **24.01 Payment of Wages**

Employees shall be paid in accordance with the provisions of this Collective Agreement, except as modified by agreement between the Union and the Employer.

### **24.02 Pay Period**

Employees shall be paid bi-weekly in accordance with current Abbotsford payroll policies and shall receive their pay by direct deposit in accordance with the Employment Standards Act.

### **24.03 Separation of Employment**

Upon discharge, the Employer shall pay, within two (2) working days of the discharge, all money due to the Employee. Upon resignation, the Employer shall pay all money due to the Employee on or

before the payday following the resignation.

#### **24.04 Higher Wage Classification**

(a) Schedule “A” Employees

When an Employee is assigned work in a higher wage classification for three and one-half (3.5) hours or less, the Employee shall be paid for three and one-half (3.5) hours at the higher rate; for more than three and one-half (3.5) hours, they shall be paid seven (7) hours at the higher rate.

(b) Schedule “B”, “C”, and “D” Employees

When an Employee is assigned work in a higher wage classification for four (4) hours or less, the Employee shall be paid for four (4) hours at the higher rate; for more than four (4) hours, they shall be paid eight (8) hours at the higher rate.

#### **24.05 Regular Wage Rates**

The regular wage rates shall be those set out in Schedules “A”, “B”, “C”, and “D” annexed hereto and forming part of this Agreement.

#### **24.06 Tool Allowance**

No Employee, other than a Mechanic, Fire Technician Leadhand – Trades II, or their apprentices will be required to supply tools. The Employer will accept responsibility for insuring these tools and for replacement of these tools in case of fire or theft. The Employer shall bear the expense of sharpening tools and of repairing and replacing tools damaged or broken in the service of the Employer with tools of the same or equivalent manufacture, quality and value.

A tool allowance premium of (twenty-five cents) 25¢ per hour shall be paid to these Employees.

#### **24.07 Raw Sewage Premium**

A premium of six percent (6%) of an Employee’s hourly rate of pay shall be paid to Employees for each hour or portion thereof spent working with raw sewage.

The Flusher Vacuum Truck Assistant shall receive the raw sewage premium for all time spent while working with the Flusher Vacuum Truck and Operator.

#### **24.08 Pesticide Application**

(a) Where the Employer requires an Employee to hold a Pesticide Applicator’s Certificate, the cost of obtaining and renewing the certificate shall be borne by the Employer; leave to take the necessary courses shall be with pay.

(b) Employees required to apply pesticides shall receive a premium of six percent (6%) per



hour or portion thereof during which they apply pesticide.

#### **24.09 Dirty Work Premium for Mechanics**

A premium of six percent (6%) of an Employee's hourly rate of pay shall be paid to Employees for each hour, or portion thereof, spent working on sanitation vehicle components contaminated with garbage; Police requested motor vehicle incident inspections; flush trucks; loaders and hook trucks used at the J.A.M.E.S Treatment Plant.

#### **24.10 Traffic Enforcement Officer Premium**

The Employer agrees to pay the Traffic Enforcement Officer a premium of (one dollar and fifty cents) \$1.50 per hour while performing Bylaw Inspection work as approved by his/her supervisor.

#### **24.11 Refrigeration Certificate**

Regular Full-Time Parks and Recreation Employees with a valid, posted Refrigeration Certificate, as required by legislation, shall be paid an allowance of six percent (6%) per hour worked while the plant is in operation.

#### **24.12 Lifeguard/Instructor (Leadhand)**

Lifeguard/Instructor (Leadhand) will be paid (fifty cents) 50¢ per hour in addition to the Employee's rate of pay for any period in excess of two (2) hours when the Pool Manager and Aquatic Leader are absent.

#### **24.13 Absence While in Higher Rated Position**

When an Employee has worked in a higher rated position for more than twenty (20) consecutive working days immediately prior to an illness/injury, vacation or paid Leave of Absence, the Employee will continue to receive the higher rate of pay; however, the Employee reverts to his/her regular rate of pay at the time that he/she would have reverted to his/her regular position.

In the case of illness/injury, the higher rate of pay will be maintained for no longer than two (2) consecutive weeks.

#### **24.14 Membership Fees**

The Employer shall pay fees for membership in associations where membership is required in the class specifications.

#### **24.15 Training Allowance**

An Employee who is designated by the Employer to provide special skills training to another Employee shall be paid an allowance of ten percent (10%) above his/her regular rate of pay for the hours involved in the training. The designated Employee must have bona fide qualifications to provide this training, and the training provided must result in certification of the trained Employee.

#### **24.16 WorkSafeBC Compensation**

- (a) Where a Regular Full-Time Employee is absent from work due to an injury or illness arising out of and in the course of employment, and is found by WorkSafeBC to be entitled to compensation under the *Worker's Compensation Act*, the Employer shall pay the Employee their normal net take-home pay in the following circumstances:
  - (i) the Employee is entitled to receive temporary wage loss disability payments from WorkSafeBC; and
  - (ii) the temporary wage loss disability payments referred to in (i) above are remitted directly to the Employer by WorkSafeBC.
- (b) For the purpose of this Article, the term “normal net take-home pay” shall mean the normal amount of the Regular Full-Time Employee’s gross basic pay for their regular position, less the amount of the normal deductions required by law and/or by the operation of the Collective Agreement to be made from the Employee’s normal gross basic pay.
- (c) The Employer shall deduct, and remit to the appropriate authorities on behalf of the Employee, the amount of the normal deductions required by law and/or by the operation of the Collective Agreement only with respect to the amount by which the Employee’s normal gross basic pay exceeds the temporary wage loss disability payments remitted to the Employer by WorkSafeBC under sub-paragraph (a)(ii) above.
- (d) During the period of time that WorkSafeBC is adjudicating the Regular Full-Time Employee’s application for temporary wage loss disability payments, the Employee shall be entitled to use their accumulated unused sick leave bank and, after the depletion of that bank, any other available leave banks.
- (e) If WorkSafeBC accepts the Employee’s application, any temporary wage loss disability payments shall be remitted to the Employer (either directly by WorkSafeBC, or by the Employee if the payment had been made by WorkSafeBC directly to the Employee). Once the temporary wage loss disability payments are received, the Employer shall re-establish the Employee’s sick leave bank and/or other available leave banks by the amount which had been utilized by the Employee under (d) above pending the decision by WorkSafeBC.
- (f) If WorkSafeBC does not accept the Employee’s application for temporary wage loss disability payments, the Employee’s sick leave bank and/or other available leave banks, which had been utilized by the Employee under (d) above pending the decision by WorkSafeBC, will remain reduced by the amount of such usage.

## **ARTICLE NO. 25 JOB CLASSIFICATION/RECLASSIFICATION**

### **25.01 New Categories**

Where new categories of employment for which rates of pay are not established by this Agreement are put into use, rates governing such categories of employment shall be subject to negotiations between the Parties. The rates established shall be retroactive to the date of implementation.

### **25.02 Classification Review/Reclassification**

The Parties agree to jointly review the class specifications on file and make revisions as necessary. When the duties or volume of work in any classification are changed or increased to the degree that skill, knowledge, ability, physical effort, responsibility, working conditions, or qualifications would be materially effected on an ongoing basis, or where the Union and the Employee or the Employer feel that the position is unfairly or incorrectly classified, or when any position not covered by the Wage Schedules attached to this Agreement 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, either Party may refer the matter to arbitration within thirty (30) days of failure to reach agreement.

## **ARTICLE NO. 26 EMPLOYEE BENEFIT PLANS**

The liability of the Employer under any benefit plan is limited to the premiums or portions of premiums related to the provision of the benefit plans, and the Employer is not the insurer if any plan carrier denies coverage and/or benefits, or for some other reason coverage is not extended.

### **26.01 Health and Extended Health Plans**

The Employer agrees to pay one hundred percent (100%) of the premium cost of the following plans:

- (a) Medical Services Plan of B.C.
- (b) Effective the first day of the calendar month following ratification of the 2012-2015 Collective Agreement:

Extended Health Plan – Coverage by this plan is subject to a deductible of \$25.00 with a co-insurance of eighty-percent (80%) of eligible expenses, with a lifetime overall plan maximum of \$1,000,000.00; including the eyeglass option of \$400.00 every two (2) years, and the hearing aid option of \$2,000.00 every five (5) years, eye exams every two (2) years to a maximum of \$75.00, per member and dependent, in accordance with the provisions of the master carrier. The Employer will instruct its Extended Health Plan carrier to arrange for a “Direct Pay” card to be provided to all eligible Employees under the Plan.

## **26.02 Dental Plan**

The Employer agrees to pay seventy-five percent (75%) of the premium cost of a plan based on the following general principles:

- Plan A - Basic Dental Services - Pays for eighty percent (80%) of approved schedule of fees to a maximum of \$3,000 per year, per insured person.
- Plan B - Prosthetics, Crowns and Bridges - Pays for fifty percent (50%) of approved schedule of fees to a maximum of \$3,000 per year, per insured person.
- Plan C - Orthodontics - Pays for fifty percent (50%) of approved schedule of fees to a maximum of \$3,000 in a lifetime, per insured person.

## **26.03 Group Life Plan**

The Employer agrees to pay one hundred percent (100%) of the premium of the existing Group Life Insurance Plan for Regular Full-Time Employees. The Plan provides a death benefit of two hundred percent (200%) of annual earnings rounded to the next higher integral multiple of \$1,000, if not already an integral multiple of \$1,000. The maximum amount of insurance is \$1,000,000.

## **26.04 Participation Clause**

Where an eligible Part-Time Employee has elected to participate in benefits and such Employee decides to discontinue participation in said benefits, the Employee will not be eligible to participate again during the course of their employment unless they accept a full-time position.

## **26.05 Percentage (%) In Lieu of Health Benefits**

Part-Time Employees who are not receiving benefits pursuant to Article No. 6.02(b)(ii), and Auxiliary Employees, will receive 3.6 percent (%) in lieu of Articles No. 22.02, 22.04, and 26.

## **26.06 Changes to Plans**

The Employer may institute a plan which is equal or superior to a plan referred to in this Article other than Long Term Disability.

## **26.07 Continued Coverage**

When an Employee is on an authorized unpaid Leave of Absence, or when a grievance is invoked on his/her discharge, the Employer shall continue to pay the Employee's Health and Extended Health Plan premiums to provide uninterrupted coverage, provided that:

- (a) the Employee reimburses the Employer for such premium paid on the Employee's behalf and provides the Employer with post-dated cheques to cover the duration of the absence.

- (b) the period of such coverage shall not exceed twelve (12) months unless the Parties mutually agree otherwise.

When an Employee returns to work, the Employer shall deduct from his/her earnings any monies the Employer has paid out in respect of his/her premiums under this Article.

#### **26.08 Continued Coverage - Illness**

It is understood in cases where employees with at least one (1) year service who are absent due to a bona fide illness or injury, confirmed by a medical practitioner, that the Employer's responsibility for benefit coverage will be limited to twelve months. This may be waived by mutual agreement.

### **ARTICLE NO. 27 HEALTH AND SAFETY AND WORKSAFBC**

#### **27.01 Promoting Health and Safety**

The Union and the Employer agree to promote a safe and healthy working environment in keeping with applicable legislation and regulations.

#### **27.02 Policy and Procedures**

The Employer and the Union will continue to support policies and procedures that ensure municipal vehicles and equipment are safely maintained and operated. These shall be reviewed, as required, by the Joint Health and Safety Committee.

#### **27.03 Orientation and Training**

The Employer will provide each new Employee with an orientation to policy and procedure. All Employees shall be provided with the appropriate health and safety training.

#### **27.04 Right to Refuse Unsafe Work**

An Employee shall not be disciplined for refusing to carry out, or cause to be carried out, any work process or operate, or cause to be operated, any tool, appliance or equipment, if that Employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person. The Parties agree that Section 3.12 of the WorkSafeBC Occupational Health & Safety Regulation, as may be amended from time to time, shall be followed in the event that an Employee refuses to perform unsafe work pursuant to this Article. (A copy of Section 3.12 of the WorkSafeBC Occupational Health & Safety Regulation is attached as Appendix "A" to this Collective Agreement for informational purposes).

## **27.05 Occupational Health and Safety and WorkSafeBC**

### **(a) Day of Injury**

Employees shall receive full wages and benefits for the day of injury, when they are injured on the job.

### **(b) Occupational Accident**

The Employer shall pay the Employer's share of all benefits while an Employee is off on a WorkSafeBC claim, provided the Employee pays the Employee's share. This arrangement shall not exceed twelve (12) consecutive months.

### **(c) Union-Employer Health and Safety Committee**

The Health and Safety Committee shall be composed of six (6) representatives appointed by the Employer and six (6) representatives appointed by the Union.

### **(d) Meeting of Committee**

The Health and Safety Committee shall continue to hold monthly meetings, and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Health and Safety Committee meetings shall be kept, and copies of such minutes shall be sent to the Employer and the Union. All committee members not scheduled to work on meeting days shall be paid or credited hours off on a regular work day or banked at straight time.

### **(e) Safety and Health Reports, Records and Data**

The Employer shall provide the Health and Safety Committee with a copy of any incident investigation report that the Employer is required to prepare pursuant to the Workers Compensation Act of BC, as may be amended from time to time.

## **27.06 First Aid Certificate**

Any Employee holding a valid Occupational First Aid Certificate, recognized under the WorkSafeBC Occupational Health & Safety Regulation who is designated by the Employer to carry out the duties of a first aid attendant pursuant to the above regulations, shall receive, in addition to his/her regular rate, the following premium based on the class of certificate required: Level II- fifty-five cents (55¢) per hour, CFV Water Supply Services – Level I plus Transportation Endorsement – fifty-five cents (55¢) per hour.

## **27.07 Protective Clothing**

The Employer shall issue protective clothing, including rain gear, smocks and coveralls, where required. It shall be the responsibility of the Employer to clean, launder and maintain all such clothing. All protective clothing remains the property of the Employer and must be turned in for

replacement or when leaving the service of the Employer.

### **27.08 C.S.A. Safety Footwear**

The Employer shall reimburse Regular Full-Time Employees, who are required to wear safety footwear, one (1) pair of C.S.A. approved safety footwear as required under the WorkSafeBC Occupational Health & Safety Regulation or re-soling per calendar year. The maximum safety footwear allowance is one hundred and thirty-five dollars (\$135) per calendar year. Employees shall provide a copy of their receipt to their immediate non-bargaining unit manager (or designate) for reimbursement.

Asphalt workers may be eligible for up to two (2) pairs of safety footwear or re-soling per calendar year as per their immediate non-bargaining unit manager's (or designate) discretion.

### **27.09 Health Risk**

In accordance with current practice, where there is a health risk to Employees from their working environment, health shots and regular medical examinations by a physician selected by the Employer will be required at the Employer's expense. Flu shots are excluded from this provision.

### **27.10 Return To Work Program (RTWP)**

- (a) Where bona fide sickness or disability results from an accident or injury, the Employer and the Union agree to make every reasonable effort to re-assign partially disabled Employees to duties which are suited to their abilities as per below:
- (b) The Parties agree to the following principles with respect to a Return To Work Program (RTWP) for Employees:
  1. The objective of a RTWP is to provide Employees, who are unable to perform their full regular work duties due to medical reasons, with the opportunity to return to productive work, in a safe and timely manner, by way of a gradual, modified or alternate work program.
  2. It is acknowledged that the duty to accommodate an Employee's RTWP, up to the point of undue hardship, is a shared responsibility between the Employer, the Union and the Employee.
  3. The Employer shall consult with the Union and the Employee with respect to the development and implementation of a RTWP applicable to the Employee.
  4. Each RTWP must be flexible and individualized to accommodate the Employee's capabilities and needs, as well as the operational needs and constraints of the Employer.
  5. An Employee's RTWP must be consistent with the Employee's medical capabilities as determined by a qualified medical practitioner, and the Employee's participation in the



RTWP must be approved by a qualified medical practitioner. It is recognized that this medical determination and approval will normally be obtained from the Employee's personal physician. It is acknowledged that the Employer may also seek the opinion of another qualified medical practitioner concerning the medical capabilities of the Employee to engage in a RTWP. In exercising its discretion to seek the opinion of another qualified medical practitioner pursuant to this provision, the Employer shall not act in a manner which is arbitrary, discriminatory or in bad faith. Any cost arising from the Employer seeking the opinion of another qualified medical practitioner pursuant to this provision shall be borne by the Employer.

6. Written medical authorization from a qualified medical practitioner will be required before an Employee, who is participating in a RTWP, can return to their full regular work duties. It is recognized that this medical authorization will normally be obtained from the Employee's personal physician. It is acknowledged that the Employer may also seek the opinion of another qualified medical practitioner concerning the medical capabilities of the Employee to return to their full regular work duties. In exercising its discretion to seek the opinion of another qualified medical practitioner pursuant to this provision, the Employer shall not act in a manner which is arbitrary, discriminatory or in bad faith. Any cost arising from the Employer seeking the opinion of another qualified medical practitioner pursuant to this provision shall be borne by the Employer.

## **ARTICLE NO. 28 TECHNOLOGICAL AND OTHER CHANGES**

### **28.01 Adjustment to Change**

During the term of this Agreement, any disputes arising in relation to adjustment to technological or other change pursuant to Section 54 of the Labour Relations Code, shall be discussed between the bargaining representatives of the Parties to this Collective Agreement.

Where the Employer introduces or intends to introduce a technological or other change that:

- (a) affects the terms and conditions or security of employment of a significant number of Employees to whom this Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated, then either Party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board by-passing all other steps in the grievance procedure.

### **28.02 Notice of Change**

The Employer will give to the Union, in writing, at least ninety (90) days' notice of any intended technological or sixty (60) days' notice of any other change that:

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

- (b) alters significantly the basis upon which the Collective Agreement was negotiated.

### **28.03 Adjustment Plans**

The Parties agree that, in the event of change as set out in Article No. 28.01, they will meet in good faith and endeavour to develop an adjustment plan consistent with the provisions of Section 54 of the Labour Relations Code of British Columbia.

### **28.04 Retraining**

The Parties agree that Employees affected by technological change will be offered retraining in their own job or where the Parties jointly agree, a comparable job. Where retraining is not a viable option, affected Employee(s) shall be entitled to exercise seniority rights pursuant to Articles Nos. 14 and 16.

## **ARTICLE NO. 29 JOB SECURITY**

### **29.01 Use of City Equipment and Operators**

Every motor vehicle and/or piece of mobile equipment used by the Employer, as identified by the classifications in Schedule “B”, whether owned or leased, shall be operated by a member of the Union. Provided competent Employees are available, all suitable equipment must be in use before additional equipment can be leased or hired.

### **29.02 Condition of Employment**

The Employer shall not require, as a condition of continued employment, that an Employee purchase truck, tractor, and/or tractor and trailer or other vehicular equipment.

### **29.03 Use of Municipal Equipment by Charity Groups**

The Parties agree that, consistent with past practice, the Union will be consulted prior to the lending of equipment to charitable groups. It is further understood that, where the charitable group requires equipment operators, union members will be given first opportunity to volunteer to operate the equipment at the event at no expense to the Employer.

### **29.04 Rights Reserved**

It is agreed that the Employer has the right to contract out works and services unless specifically prohibited by any of the provisions of the Collective Agreement. No Regular Full-Time Employees in the service of the Employer, pursuant to Article No. 16.01, shall be laid off or shall lose their employment as a direct result of contracting out.

## **ARTICLE NO. 30 UNION LABEL**

### **30.01 Display of Union Label**

It shall not be a violation of this Agreement for an Employee to wear or display the recognized insignia of the Union.

## **ARTICLE NO. 31 CONTINUATION OF ACQUIRED RIGHTS**

### **31.01 Articles Held Invalid**

If any Article or Section of this Agreement or any riders hereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider thereto shall not be affected thereby.

### **31.02 Negotiations for Replacement of Articles Held Invalid**

In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining, upon the request of either Party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to arbitration.

## **ARTICLE NO. 32 SEVERANCE PROVISIONS**

### **32.01 Retirement**

- (a) Employees who are eligible shall be covered by the provisions of the Pension (Municipal) Act.

### **32.02 Retirement Gratuity**

Providing the Employee provides two (2) months written working notice, Employees with a minimum service of five (5) years and retiring at age fifty-five (55) or over on municipal pension, shall receive two (2) months' salary. For every five (5) years of continuous service, an additional week's salary will be paid to the Employee.

In the case of an emergent situation or with the Employer's agreement, the requirement for two (2) working months' notice may be reduced or waived.

### **32.03 Notice**

Employees shall be entitled to notice upon termination on the following basis:

- (a) two (2) weeks' notice or pay in lieu of notice for under five (5) years' service;
- (b) one (1) months' salary or pay in lieu of notice for five (5) years or more of continuous service with the Employer.
- (c) two (2) months' salary or pay in lieu of notice for ten (10) years or more of continuous service with the Employer.

### **32.04 Exception**

It is mutually agreed that the above provisions of this Article do not apply in cases of temporary lay-off or discharge for just cause.

### **32.05 Employee Notice**

Where an Employee is voluntarily leaving the service of the Employer, the Employer shall be entitled to a minimum of two (2) weeks' notice.

## **ARTICLE NO. 33 GENERAL CONDITIONS**

### **33.01 Employee Name and Address**

It shall be the duty of each Employee to supply the Employer with current name, correct mailing address and telephone number. The Employee shall also be responsible for advising the Employer of any name, address or phone number change. The Employer shall provide the Union with a copy of this information.

### **33.02 Employee Appraisals**

Employee appraisals are not disciplinary and Employees shall receive at least one (1) appraisal each year for the purpose of providing feedback and guidance. Employee appraisals shall not be used to adversely affect an Employee, and where appraisals are disputed, the Employee shall have the right to submit a rebuttal to be attached to the appraisal on file.

### **33.03 Training Assistance**

The Employer believes that human resources management and development is critical to the success of the organization and, in this regard, will maintain current policies for this purpose.

### **33.04 Uniforms**

When the Employer requires an Employee to wear a uniform, the Employer shall furnish the uniform and shall clean, launder, repair or provide similar services with respect to the upkeep of it, without charge to the Employee.

### **33.05 Lifeguard/Instructors**

- (a) Lifeguard/Instructors who work a minimum of ten (10) hours or more per week in a scheduled block shall be provided with a second set of t-shirts and shorts.
- (b) Lifeguard/Instructors shall wear only the issued t-shirt and shorts while on duty, and must turn in worn-out t-shirts and shorts: (1) to receive replacements; (2) upon leaving the employment of the Employer; or (3) when on a Leave of Absence of thirty (30) days or longer.
- (c) Lifeguard/Instructors shall receive a wage premium of one-half percent (0.5%) for all hours instructing in the pool.

### **33.06 Use of Private Vehicle for Work Related Purpose**

If an Employee is requested to and agrees to provide his/her own vehicle for work related purposes, the Employer shall reimburse the Employee for the cost of the “business insurance” which is over and above the normal insurance for the vehicle, excluding surcharges as a result of accidents or convictions. It is the Employee’s responsibility to provide proof that proper automobile liability insurance is carried out for the use of his/her vehicle while working, if requested.

### **33.07 Vehicle Allowance**

Effective date of ratification of this Agreement, where an Employee uses his/her own private vehicle in accordance with the provisions of Article No. 33.06, he/she shall receive compensation in accordance with Human Resources Policy #8.5 – Travel Expenditures.

### **33.08 Licence Test and Certificate**

In accordance with practices in effect in 1994, the Employer shall, upon request, provide appropriate equipment whenever it becomes necessary for an Employee to renew required licences or tickets. Time off for such purposes shall be paid at the Employee’s regular rate.

### **33.09 Employees on Approved Training Programs**

- (a) While Employees are attending an approved training program, the Employer shall continue to pay the Employee his/her full wage and the Employee agrees to turn over to the Employer any monies received from the government, or other funding agency while in training.
- (b) The Employer shall reimburse the cost of any course of instruction required or approved by

the Employer for an Employee to better qualify themselves to perform their job, as per the City's Learning and Development Policy or the Apprenticeship Policy as may be revised from time to time.

- (c) The Employer agrees to provide the Union with any changes to the City's Learning and Development Policy, thirty (30) calendar days prior to submission to the Senior Management Team, so as to provide the Union the opportunity to review and respond before any changes occur.

### **33.10 Medical Examination**

Any Government or Employer required physical or medical examination relating to job requirements shall be promptly complied with by all Employees, and the Employer shall pay for all such physical or medical examinations and for any time lost as a result thereof during his/her working hours.

### **33.11 Recertification**

- (a) Employees shall not allow certifications which are required by class specifications to expire.
- (b) The Employer shall post aquatic certification expiry dates every three (3) months.
- (c) The Employer may, at its expense, require any Lifeguard/Instructor to recertify class specifications such as the National Lifeguard Service Award Pool Option (within every two (2) years), C.P.R. "C" including AED Certification (annually), and Red Cross Water Instructor (within every two (2) years), provided there is a minimum of two (2) weeks' notification (if it is reasonable in the circumstances) to the Employee; and further, provided there is a period of twenty-four (24) consecutive hours off before the actual recertification test. The Employer shall pay eight (8) hours' wages at the Employee's regular rate for each such recertification. Furthermore, normal exam conditions shall be applicable.
- (d) Employees who have worked a minimum of one thousand and forty (1,040) hours in the preceding year as a Lifeguard/Instructor, shall be reimbursed for the cost of all recertifications required by the class specification, but shall be expected to complete such recertification during non-working hours.

### **33.12 Preparation Time**

Lifeguard/Instructors shall receive one-half (1/2) hour of scheduled preparation time at their regular wage rate on the first day of each single lesson set which involves Pre-School, Red Cross swim levels.

- (a) Lifeguard/Instructors shall receive 0.75 (3/4) hours of preparation time per class, at their regular wage rate, at the completion of each scheduled set of classes which involves Red Cross or Pre-School swim levels.
- (b) Swim lesson participants shall be continuously evaluated throughout the set of classes with specific emphasis on the mid-term report and the final report card. A lesson plan shall also be

prepared for each class.

(c) For the purposes of this Article, the following definitions shall apply:

“**Lesson**” means one (1) teaching period (generally one-half (1/2) hour);

“**Class**” means a group of lessons (generally ten (10) lessons);

“**Set of Classes**” means a group of classes which are scheduled to run during a specified time frame and for a designated period (e.g. 3:30 - 5:30 p.m., Monday and Wednesday, for a five- (5) week period).

### **33.13 Employee and Family Assistance Program**

The Employer will continue to provide and fund an Employee and Family Assistance Program.

### **33.14 Minimum Standards**

The application of any provision of the Collective Agreement shall not result in an Employee being deprived of the minimum provisions of the Employment Standards Act, unless a joint application for variance is submitted by the Parties.

### **33.15 Pyramiding of Benefits**

The Parties agree that the provisions of Articles Nos. 18, 20, 21, and 22 cannot be combined so that greater benefit is received than that intended by the Parties.

### **33.16 Progression to Job Rate**

(a) New Employees will be paid eighty-five percent (85%) of Job Rate. Upon successful completion of the probationary period, Employees will move to the Job Rate for the position.

(b) The Parties agree that in order to attract qualified external candidates into Union positions with the City the following will apply:

New Employees may be hired at the Job Rate for the position rather than the Entry Rate based on the following considerations:

- is this a difficult to fill position?
- is Job Rate necessary to remain competitive?
- does the candidate have directly-related experience, i.e, from another municipality?

### **33.17 Long Term Disability Plan**

The Employer agrees to collect premiums for the CUPE Long Term Disability Plan on behalf of the Union at no cost.



**33.18 Recertification – Environmental Operators Certification Program (EOCP)**

- (a) Employees who must maintain EOCP certification, as defined in their job description and as a condition of employment, shall be entitled to a refund by the Employer for recertification fees, provided the Employee successfully meets the recertification requirements.
- (b) The Employer will offer in-house training opportunities during working hours for Employees to maintain their EOCP certification requirements.

**TERMS OF AGREEMENT**

**Section 1:**

This Agreement shall be for the period from and including January 1, 2012, to and including December 31, 2015. Either Party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement (December 31, 2015) or immediately preceding the last day of December in any year thereafter may, by written notice, require the other Party to commence Collective Bargaining.

The operation of subsections 2 and 3 of Section 50 of the Labour Relations Code of British Columbia shall be specifically excluded from and shall not be applicable to this agreement.

Unless specifically stated, all changes become effective the date of ratification.

**Section 2:**

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 item or condition of employment) until:

- (a) the Union commences a legal strike; or
- (b) the Employer commences a legal lock-out; or
- (c) the Parties conclude the renewal of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

**Section 3 Wages:**

Effective January 1, 2012 all job rates in effect on December 31, 2011, shall be increased by one and one quarter percent (1.25 %) rounded to the nearest whole cent.

Effective January 1, 2013 all job rates in effect on December 31, 2012, shall be increased by one and three quarter percent (1.75 %) rounded to the nearest whole cent.

Effective January 1, 2014 all job rates in effect on December 31, 2013, shall be increased by one and three quarter percent (1.75 %) rounded to the nearest whole cent.

Effective January 1, 2015 all job rates in effect on December 1, 2014, shall be increased by two percent (2.0 %) rounded to the nearest whole cent.

**Appendix “A”**

**Re: WorkSafeBC Occupational Health and Safety Regulation**

**Section 3.12: Refusal of Unsafe Work**

- (1) “A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (3) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and
  - (a) ensure that any unsafe condition is remedied without delay, or
  - (b) if in his or her opinion the report is not valid, must so inform the person who made the report.
- (4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of
  - (a) a worker member of the occupational health and safety committee;
  - (b) a worker who is selected by a trade union representing the worker, or
  - (c) if there is no occupational health and safety committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- (5) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary”.

(source: WorkSafeBC Occupational Health & Safety Regulation)

**SCHEDULE "A" CLASSIFICATION AND PAY RATES 2011 - 2015**

Schedule	Pay Grade	Classification	1.50%		1.25%		1.75%		1.75%		2.0%	
			1-Jul-11 Entry Rate	Job Rate	1-Jan-12 Entry Rate	Job Rate	1-Jan-13 Entry Rate	Job Rate	1-Jan-14 Entry Rate	Job Rate	1-Jan-15 Entry Rate	Job Rate
A	PGRD_5	Seasonal	14.40		14.58		14.84		15.10		15.41	
A	PGRD_11	Co-op Student - 1st Year	14.50		14.69		14.95		15.22		15.53	
A	PGRD_12	Co-op Student - 2nd Year	15.75		15.95		16.23		16.52		16.86	
A	PGRD_13	Co-op Student - 3rd Year	17.00		17.22		17.53		17.84		18.20	
A	PGRD_14	Co-op Student - 4th Year	18.50		18.74		19.07		19.41		19.80	
A	PGRD_20	<i>not assigned</i>	17.26	20.30	17.48	20.56	17.79	20.92	18.11	21.29	18.48	21.72
A	PGRD_40	Administrative Service Clerk	19.47	22.90	19.72	23.19	20.07	23.60	20.43	24.02	20.84	24.51
A	PGRD_40	Airport Clerk	19.47	22.90	19.72	23.19	20.07	23.60	20.43	24.02	20.84	24.51
A	PGRD_40	Building Services Clerk	19.47	22.90	19.72	23.19	20.07	23.60	20.43	24.02	20.84	24.51
A	PGRD_40	Bylaw Clerk	19.47	22.90	19.72	23.19	20.07	23.60	20.43	24.02	20.84	24.51
A	PGRD_40	Clerk III	19.47	22.90	19.72	23.19	20.07	23.60	20.43	24.02	20.84	24.51
A	PGRD_40	Corporate Information Clerk	19.47	22.90	19.72	23.19	20.07	23.60	20.43	24.02	20.84	24.51
A	PGRD_40	Corporate Services Clerk - Mailroom	19.47	22.90	19.72	23.19	20.07	23.60	20.43	24.02	20.84	24.51
A	PGRD_40	Fire Admin Clerk	19.47	22.90	19.72	23.19	20.07	23.60	20.43	24.02	20.84	24.51
A	PGRD_40	Fire Clerk III	19.47	22.90	19.72	23.19	20.07	23.60	20.43	24.02	20.84	24.51
A	PGRD_40	Records Management Clerk	19.47	22.90	19.72	23.19	20.07	23.60	20.43	24.02	20.84	24.51
A	PGRD_50	<i>not assigned</i>	20.28	23.85	20.54	24.15	20.90	24.58	21.27	25.02	21.70	25.53
A	PGRD_60	Administration Support Clerk - Operations	20.59	24.23	20.85	24.54	21.22	24.97	21.60	25.41	22.04	25.92
A	PGRD_60	Administration Support Clerk - Utilities	20.59	24.23	20.85	24.54	21.22	24.97	21.60	25.41	22.04	25.92
A	PGRD_60	Airport Finance Clerk	20.59	24.23	20.85	24.54	21.22	24.97	21.60	25.41	22.04	25.92
A	PGRD_60	Business Systems Support Clerk	20.59	24.23	20.85	24.54	21.22	24.97	21.60	25.41	22.04	25.92
A	PGRD_60	Clerk IV	20.59	24.23	20.85	24.54	21.22	24.97	21.60	25.41	22.04	25.92
A	PGRD_60	Collections Clerk I	20.59	24.23	20.85	24.54	21.22	24.97	21.60	25.41	22.04	25.92
A	PGRD_60	EDPS Administrative Clerk	20.59	24.23	20.85	24.54	21.22	24.97	21.60	25.41	22.04	25.92

**SCHEDULE "A" CLASSIFICATION AND PAY RATES 2011 - 2015**

Schedule	Pay Grade	Classification	1.50%		1.25%		1.75%		1.75%		2.0%	
			1-Jul-11 Entry Rate	Job Rate	1-Jan-12 Entry Rate	Job Rate	1-Jan-13 Entry Rate	Job Rate	1-Jan-14 Entry Rate	Job Rate	1-Jan-15 Entry Rate	Job Rate
A	PGRD_60	Engineering Clerk	20.59	24.23	20.85	24.54	21.22	24.97	21.60	25.41	22.04	25.92
A	PGRD_60	Engineering Contracts Clerk	20.59	24.23	20.85	24.54	21.22	24.97	21.60	25.41	22.04	25.92
A	PGRD_60	Field Coordinator	20.59	24.23	20.85	24.54	21.22	24.97	21.60	25.41	22.04	25.92
A	PGRD_60	Finance Clerk	20.59	24.23	20.85	24.54	21.22	24.97	21.60	25.41	22.04	25.92
A	PGRD_60	Legislative Services Support Clerk	20.59	24.23	20.85	24.54	21.22	24.97	21.60	25.41	22.04	25.92
A	PGRD_60	Parks, Recreation & Culture Support Clerk	20.59	24.23	20.85	24.54	21.22	24.97	21.60	25.41	22.04	25.92
A	PGRD_60	Permit & Licence Assistant	20.59	24.23	20.85	24.54	21.22	24.97	21.60	25.41	22.04	25.92
A	PGRD_60	Planning Clerk	20.59	24.23	20.85	24.54	21.22	24.97	21.60	25.41	22.04	25.92
A	PGRD_60	Purchasing Clerk	20.59	24.23	20.85	24.54	21.22	24.97	21.60	25.41	22.04	25.92
A	PGRD_60	Recreation Booking Clerk	20.59	24.23	20.85	24.54	21.22	24.97	21.60	25.41	22.04	25.92
A	PGRD_60	Telecommunications Support Assistant	20.59	24.23	20.85	24.54	21.22	24.97	21.60	25.41	22.04	25.92
A	PGRD_105	Storekeeper I	20.83	24.50	21.10	24.81	21.47	25.25	21.85	25.70	22.29	26.22
A	PGRD_130	<i>not assigned</i>	20.98	24.67	21.25	24.98	21.63	25.42	22.01	25.87	22.46	26.39
A	PGRD_100	Survey Assistant	21.01	24.72	21.28	25.03	21.66	25.47	22.04	25.92	22.49	26.44
A	PGRD_120	<i>not assigned</i>	21.13	24.87	21.40	25.19	21.78	25.64	22.17	26.09	22.62	26.62
A	PGRD_203	<i>not assigned</i>	21.66	25.48	21.94	25.80	22.33	26.26	22.73	26.72	23.19	27.26
A	PGRD_190	Administrative Support Clerk - Fire Rescue Service	21.81	25.65	22.09	25.98	22.48	26.44	22.88	26.91	23.34	27.45
A	PGRD_190	Business Licence Assistant	21.81	25.65	22.09	25.98	22.48	26.44	22.88	26.91	23.34	27.45
A	PGRD_190	Buyer I	21.81	25.65	22.09	25.98	22.48	26.44	22.88	26.91	23.34	27.45
A	PGRD_190	Cemetery & MCA Booking Clerk	21.81	25.65	22.09	25.98	22.48	26.44	22.88	26.91	23.34	27.45
A	PGRD_190	Clerk V	21.81	25.65	22.09	25.98	22.48	26.44	22.88	26.91	23.34	27.45
A	PGRD_190	Engineering (Operations) Costing - Time Clerk	21.81	25.65	22.09	25.98	22.48	26.44	22.88	26.91	23.34	27.45
A	PGRD_190	Facility Administrative Coordinator	21.81	25.65	22.09	25.98	22.48	26.44	22.88	26.91	23.34	27.45
A	PGRD_190	Permit & Licence Assistant I	21.81	25.65	22.09	25.98	22.48	26.44	22.88	26.91	23.34	27.45

**SCHEDULE "A" CLASSIFICATION AND PAY RATES 2011 - 2015**

Schedule	Pay Grade	Classification	1.50%		1.25%		1.75%		1.75%		2.0%	
			1-Jul-11 Entry Rate	Job Rate	1-Jan-12 Entry Rate	Job Rate	1-Jan-13 Entry Rate	Job Rate	1-Jan-14 Entry Rate	Job Rate	1-Jan-15 Entry Rate	Job Rate
A	PGRD_210	Accounts Payable Clerk	22.06	25.94	22.34	26.27	22.74	26.73	23.14	27.20	23.61	27.75
A	PGRD_210	Collections Clerk II	22.06	25.94	22.34	26.27	22.74	26.73	23.14	27.20	23.61	27.75
A	PGRD_240	<i>not assigned</i>	22.38	26.33	22.66	26.66	23.06	27.13	23.47	27.61	23.94	28.17
A	PGRD_290	<i>not assigned</i>	23.31	27.44	23.61	27.79	24.03	28.28	24.46	28.78	24.95	29.36
A	PGRD_280	Permit and Licence Assistant II	23.44	27.58	23.74	27.93	24.16	28.42	24.59	28.92	25.09	29.50
A	PGRD_315	<i>not assigned</i>	23.54	27.69	23.84	28.04	24.26	28.54	24.69	29.04	25.19	29.63
A	PGRD_310	Fire Services Administrative Coordinator (Software)	23.73	27.91	24.03	28.26	24.46	28.76	24.89	29.27	25.39	29.86
A	PGRD_330	Storekeeper II	24.25	28.53	24.56	28.89	24.99	29.40	25.43	29.92	25.94	30.52
A	PGRD_345	Accounting Clerk	24.48	28.80	24.79	29.16	25.23	29.68	25.68	30.20	26.20	30.81
A	PGRD_360	Buyer II	25.03	29.45	25.35	29.82	25.80	30.35	26.26	30.89	26.79	31.51
A	PGRD_360	Permits Coordinator I	25.03	29.45	25.35	29.82	25.80	30.35	26.26	30.89	26.79	31.51
A	PGRD_390	AMI Technician	25.82	30.38	26.15	30.76	26.61	31.30	27.08	31.85	27.63	32.49
A	PGRD_390	Drafting Technician	25.82	30.38	26.15	30.76	26.61	31.30	27.08	31.85	27.63	32.49
A	PGRD_390	GIS Technician I	25.82	30.38	26.15	30.76	26.61	31.30	27.08	31.85	27.63	32.49
A	PGRD_390	Storekeeper III	25.82	30.38	26.15	30.76	26.61	31.30	27.08	31.85	27.63	32.49
A	PGRD_390	Survey Technician	25.82	30.38	26.15	30.76	26.61	31.30	27.08	31.85	27.63	32.49
A	PGRD_450	Business Licence Officer I	26.69	31.41	27.03	31.81	27.51	32.37	28.00	32.94	28.56	33.60
A	PGRD_450	Communications and Web Technician	26.69	31.41	27.03	31.81	27.51	32.37	28.00	32.94	28.56	33.60
A	PGRD_450	GIS Technician II	26.69	31.41	27.03	31.81	27.51	32.37	28.00	32.94	28.56	33.60
A	PGRD_450	IT Support Technician	26.69	31.41	27.03	31.81	27.51	32.37	28.00	32.94	28.56	33.60
A	PGRD_450	Legal Assistant	26.69	31.41	27.03	31.81	27.51	32.37	28.00	32.94	28.56	33.60
A	PGRD_450	Payroll Accountant	26.69	31.41	27.03	31.81	27.51	32.37	28.00	32.94	28.56	33.60
A	PGRD_450	Storekeeper/Buyer	26.69	31.41	27.03	31.81	27.51	32.37	28.00	32.94	28.56	33.60
A	PGRD_590	<i>not assigned</i>	26.79	31.52	27.13	31.92	27.61	32.48	28.10	33.05	28.67	33.72

**SCHEDULE "A" CLASSIFICATION AND PAY RATES 2011 - 2015**

Schedule	Pay Grade	Classification	1.50%		1.25%		1.75%		1.75%		2.0%	
			1-Jul-11 Entry Rate	Job Rate	1-Jan-12 Entry Rate	Job Rate	1-Jan-13 Entry Rate	Job Rate	1-Jan-14 Entry Rate	Job Rate	1-Jan-15 Entry Rate	Job Rate
A	PGRD_460	<i>not assigned</i>	27.00	31.77	27.34	32.17	27.82	32.74	28.31	33.32	28.88	33.99
A	PGRD_470	<b>Bylaw Enforcement Officer</b>	27.19	31.99	27.53	32.39	28.02	32.96	28.52	33.54	29.10	34.22
A	PGRD_470	<b>Permits Coordinator II</b>	27.19	31.99	27.53	32.39	28.02	32.96	28.52	33.54	29.10	34.22
A	PGRD_470	<b>Tax &amp; Utility Billing Coordinator</b>	27.19	31.99	27.53	32.39	28.02	32.96	28.52	33.54	29.10	34.22
A	PGRD_490	<b>Bylaw Enforcement Officer II</b>	28.43	33.45	28.79	33.87	29.30	34.47	29.82	35.08	30.42	35.79
A	PGRD_490	<b>Emergency Advisor - Fire Rescue Service</b>	28.43	33.45	28.79	33.87	29.30	34.47	29.82	35.08	30.42	35.79
A	PGRD_420	<b>Buyer III</b>	28.59	33.64	28.95	34.07	29.46	34.67	29.98	35.28	30.58	35.99
A	PGRD_500	<b>Accountant</b>	28.77	33.85	29.13	34.28	29.64	34.88	30.16	35.50	30.77	36.21
A	PGRD_500	<b>Accountant (Parks, Recreation &amp; Culture)</b>	28.77	33.85	29.13	34.28	29.64	34.88	30.16	35.50	30.77	36.21
A	PGRD_500	<b>Planning Technician</b>	28.77	33.85	29.13	34.28	29.64	34.88	30.16	35.50	30.77	36.21
A	PGRD_471	<b>Development Technologist I</b>	29.14	34.29	29.51	34.72	30.03	35.33	30.56	35.95	31.18	36.67
A	PGRD_471	<b>Engineering Technologist I</b>	29.14	34.29	29.51	34.72	30.03	35.33	30.56	35.95	31.18	36.67
A	PGRD_471	<b>GIS Technician III</b>	29.14	34.29	29.51	34.72	30.03	35.33	30.56	35.95	31.18	36.67
A	PGRD_471	<b>Senior Drafting Technician</b>	29.14	34.29	29.51	34.72	30.03	35.33	30.56	35.95	31.18	36.67
A	PGRD_471	<b>Utilities Environment Technologist I</b>	29.14	34.29	29.51	34.72	30.03	35.33	30.56	35.95	31.18	36.67
A	PGRD_510	<i>not assigned</i>	29.80	35.06	30.18	35.50	30.71	36.13	31.25	36.77	31.88	37.51
A	PGRD_600	<i>not assigned</i>	30.13	35.44	30.51	35.89	31.05	36.52	31.60	37.16	32.24	37.91
A	PGRD_520	<i>not assigned</i>	30.90	36.36	31.29	36.82	31.84	37.47	32.40	38.13	33.05	38.90
A	PGRD_480	<b>Works Inspector</b>	31.13	36.62	31.52	37.08	32.08	37.73	32.65	38.40	33.31	39.17
A	PGRD_540	<b>Permits Coordinator III</b>	31.74	37.34	32.14	37.81	32.71	38.48	33.29	39.16	33.96	39.95
A	PGRD_540	<b>Soil Permits Coordinator</b>	31.74	37.34	32.14	37.81	32.71	38.48	33.29	39.16	33.96	39.95
A	PGRD_550	<b>Network Systems Analyst</b>	31.94	37.58	32.34	38.05	32.91	38.72	33.49	39.40	34.16	40.19
A	PGRD_551	<b>Building Inspector I</b>	32.10	37.77	32.51	38.25	33.08	38.92	33.66	39.61	34.34	40.41
A	PGRD_551	<b>Plumbing Inspector</b>	32.10	37.77	32.51	38.25	33.08	38.92	33.66	39.61	34.34	40.41



**SCHEDULE "A" CLASSIFICATION AND PAY RATES 2011 - 2015**

Schedule	Pay Grade	Classification	1.50%		1.25%		1.75%		1.75%		2.0%	
			1-Jul-11 Entry Rate	Job Rate	1-Jan-12 Entry Rate	Job Rate	1-Jan-13 Entry Rate	Job Rate	1-Jan-14 Entry Rate	Job Rate	1-Jan-15 Entry Rate	Job Rate
A	PGRD_560	Asset Management Technologist	32.28	37.97	32.69	38.45	33.27	39.13	33.86	39.82	34.54	40.62
A	PGRD_560	Assistant Planner	32.28	37.97	32.69	38.45	33.27	39.13	33.86	39.82	34.54	40.62
A	PGRD_560	Development Technologist II	32.28	37.97	32.69	38.45	33.27	39.13	33.86	39.82	34.54	40.62
A	PGRD_560	Engineering Technologist II	32.28	37.97	32.69	38.45	33.27	39.13	33.86	39.82	34.54	40.62
A	PGRD_560	Eng Tech II (Solid Waste & Recycling Coordinator)	32.28	37.97	32.69	38.45	33.27	39.13	33.86	39.82	34.54	40.62
A	PGRD_560	Engineering Technologist II (Utilities Storm Water)	32.28	37.97	32.69	38.45	33.27	39.13	33.86	39.82	34.54	40.62
A	PGRD_560	Financial Systems Analyst	32.28	37.97	32.69	38.45	33.27	39.13	33.86	39.82	34.54	40.62
A	PGRD_560	Payroll Coordinator	32.28	37.97	32.69	38.45	33.27	39.13	33.86	39.82	34.54	40.62
A	PGRD_560	Scada/Auto Technologist	32.28	37.97	32.69	38.45	33.27	39.13	33.86	39.82	34.54	40.62
A	PGRD_560	Utilities Environment Technologist II	32.28	37.97	32.69	38.45	33.27	39.13	33.86	39.82	34.54	40.62
A	PGRD_560	Water Conservation Program Coordinator	32.28	37.97	32.69	38.45	33.27	39.13	33.86	39.82	34.54	40.62
A	PGRD_530	Applications Analyst	33.34	39.21	33.76	39.71	34.36	40.41	34.97	41.12	35.67	41.95
A	PGRD_70	Development Technologist III	33.66	39.61	34.09	40.11	34.69	40.82	35.30	41.54	36.01	42.38
A	PGRD_70	Senior Business Licence Inspector	33.66	39.61	34.09	40.11	34.69	40.82	35.30	41.54	36.01	42.38
A	PGRD_70	Senior Permits Coordinator	33.66	39.61	34.09	40.11	34.69	40.82	35.30	41.54	36.01	42.38
A	PGRD_71	Building Inspector II	34.05	40.04	34.48	40.55	35.09	41.26	35.71	41.99	36.43	42.83
A	PGRD_71	Building Inspector/Permits Coordinator	34.05	40.04	34.48	40.55	35.09	41.26	35.71	41.99	36.43	42.83
A	PGRD_570	Environmental Specialist	35.05	41.23	35.49	41.75	36.12	42.49	36.76	43.24	37.50	44.11
A	PGRD_571	Senior Building Inspector	35.43	41.69	35.88	42.22	36.51	42.96	37.15	43.72	37.90	44.60
A	PGRD_580	Business Systems Analyst	35.61	41.89	36.06	42.42	36.70	43.17	37.35	43.93	38.10	44.81
A	PGRD_580	Park Planner/Designer	35.61	41.89	36.06	42.42	36.70	43.17	37.35	43.93	38.10	44.81
A	PGRD_580	Planner	35.61	41.89	36.06	42.42	36.70	43.17	37.35	43.93	38.10	44.81
A	PGRD_580	Planner (Community Planner)	35.61	41.89	36.06	42.42	36.70	43.17	37.35	43.93	38.10	44.81
A	PGRD_580	Planner (Development Approvals)	35.61	41.89	36.06	42.42	36.70	43.17	37.35	43.93	38.10	44.81

**SCHEDULE "A" CLASSIFICATION AND PAY RATES 2011 - 2015**

Schedule	Pay Grade	Classification	1.50%		1.25%		1.75%		1.75%		2.0%	
			1-Jul-11 Entry Rate	Job Rate	1-Jan-12 Entry Rate	Job Rate	1-Jan-13 Entry Rate	Job Rate	1-Jan-14 Entry Rate	Job Rate	1-Jan-15 Entry Rate	Job Rate
A	PGRD_580	Planner (Environmental/Community Planning)	35.61	41.89	36.06	42.42	36.70	43.17	37.35	43.93	38.10	44.81
A	PGRD_580	Planner (Strategic Planning)	35.61	41.89	36.06	42.42	36.70	43.17	37.35	43.93	38.10	44.81
A	PGRD_640	Database Administrator	37.83	44.52	38.31	45.08	38.99	45.87	39.68	46.68	40.48	47.62
A	PGRD_640	Planner (Social Planning)	37.83	44.52	38.31	45.08	38.99	45.87	39.68	46.68	40.48	47.62

**SCHEDULE “B” CLASSIFICATION AND PAY RATES 2011 - 2015**

Schedule	Pay Grade	Classification	1.50%		1.25%		1.75%		1.75%		2.0%	
			1-Jul-11 Entry Rate	Job Rate	1-Jan-12 Entry Rate	Job Rate	1-Jan-13 Entry Rate	Job Rate	1-Jan-14 Entry Rate	Job Rate	1-Jan-15 Entry Rate	Job Rate
B	PGRD_5	Seasonal	14.40		14.58		14.84		15.10		15.41	
B	PGRD_11	Co-op Student - 1st Year	14.50		14.69		14.95		15.22		15.53	
B	PGRD_12	Co-op Student - 2nd Year	15.75		15.95		16.23		16.52		16.86	
B	PGRD_13	Co-op Student - 3rd Year	17.00		17.22		17.53		17.84		18.20	
B	PGRD_14	Co-op Student - 4th Year	18.50		18.74		19.07		19.41		19.80	
B	PGRD_80	Labourer	20.53	24.17	20.79	24.48	21.16	24.91	21.54	25.35	21.98	25.86
B	PGRD_80	Operations Support Assistant	20.53	24.17	20.79	24.48	21.16	24.91	21.54	25.35	21.98	25.86
B	PGRD_80	Supply Services Support - Operations	20.53	24.17	20.79	24.48	21.16	24.91	21.54	25.35	21.98	25.86
B	PGRD_80	Trades Helper (Detailer – Automotive Shop)	20.53	24.17	20.79	24.48	21.16	24.91	21.54	25.35	21.98	25.86
B	PGRD_80	Trades Helper (Carpenter)	20.53	24.17	20.79	24.48	21.16	24.91	21.54	25.35	21.98	25.86
B	PGRD_110	<i>not assigned</i>	20.87	24.55	21.14	24.86	21.51	25.30	21.89	25.75	22.33	26.27
B	PGRD_140	DDI Utility Person	21.04	24.76	21.31	25.07	21.69	25.51	22.07	25.96	22.52	26.48
B	PGRD_140	Sign Shop Service Worker	21.04	24.76	21.31	25.07	21.69	25.51	22.07	25.96	22.52	26.48
B	PGRD_140	Utility Person (Roads)	21.04	24.76	21.31	25.07	21.69	25.51	22.07	25.96	22.52	26.48
B	PGRD_150	<i>not assigned</i>	21.10	24.83	21.37	25.15	21.75	25.60	22.14	26.05	22.59	26.58
B	PGRD_270 OIT	Equipment Operator V - OIT - Level A	21.37		21.64		22.02		22.41		22.86	
B	PGRD_270 OIT	Equipment Operator V - OIT - Level B	22.19		22.47		22.87		23.28		23.75	
B	PGRD_270 OIT	Equipment Operator V - OIT - Level C	23.58		23.88		24.30		24.73		25.23	
B	PGRD_270 OIT	Equipment Operator V - OIT - Level D	24.97		25.29		25.74		26.20		26.73	
B	PGRD_160	<i>not assigned</i>	21.54	24.97	21.81	25.29	22.20	25.74	22.59	26.20	23.05	26.73
B	PGRD_180	Truck Driver IV (Tandem Axle Dump Truck)	21.55	25.35	21.82	25.67	22.21	26.12	22.60	26.58	23.06	27.12
B	PGRD_175	<i>not assigned</i>	21.57	25.38	21.84	25.70	22.23	26.15	22.62	26.61	23.08	27.15
B	PGRD_141	Engineering Operations Standby Staff	21.78	25.62	22.06	25.95	22.45	26.41	22.85	26.88	23.31	27.42
B	PGRD_141	Utility Person (Sewers)	21.78	25.62	22.06	25.95	22.45	26.41	22.85	26.88	23.31	27.42

**SCHEDULE “B” CLASSIFICATION AND PAY RATES 2011 - 2015**

Schedule	Pay Grade	Classification	1.50%		1.25%		1.75%		1.75%		2.0%	
			1-Jul-11 Entry Rate	Job Rate	1-Jan-12 Entry Rate	Job Rate	1-Jan-13 Entry Rate	Job Rate	1-Jan-14 Entry Rate	Job Rate	1-Jan-15 Entry Rate	Job Rate
B	PGRD_141	Water Utility Person	21.78	25.62	22.06	25.95	22.45	26.41	22.85	26.88	23.31	27.42
B	PGRD_200	<i>not assigned</i>	21.80	25.65	22.08	25.98	22.47	26.44	22.87	26.91	23.33	27.45
B	PGRD_230	Fleet Parts Person	22.00	25.87	22.28	26.20	22.67	26.66	23.07	27.13	23.54	27.68
B	PGRD_220	<i>not assigned</i>	22.43	26.39	22.72	26.72	23.12	27.19	23.53	27.67	24.01	28.23
B	PGRD_260	Equipment Operator IV (Loader)	22.45	26.41	22.74	26.75	23.14	27.22	23.55	27.70	24.03	28.26
B	PGRD_260	Equipment Operator IV (Flail Mower)	22.45	26.41	22.74	26.75	23.14	27.22	23.55	27.70	24.03	28.26
B	PGRD_260	Equipment Operator IV (Multi Use Truck)	22.45	26.41	22.74	26.75	23.14	27.22	23.55	27.70	24.03	28.26
B	PGRD_260	Truck Driver V - Collections	22.45	26.41	22.74	26.75	23.14	27.22	23.55	27.70	24.03	28.26
B	PGRD_261	<i>not assigned</i>	22.94	26.99	23.23	27.33	23.64	27.81	24.06	28.30	24.55	28.87
B	PGRD_270	Equipment Operator V (Backhoe)	23.44	27.58	23.74	27.93	24.16	28.42	24.59	28.92	25.09	29.50
B	PGRD_270	Equipment Operator V (Flush Truck)	23.44	27.58	23.74	27.93	24.16	28.42	24.59	28.92	25.09	29.50
B	PGRD_270	Equipment Operator V (Grader Back-Up)	23.44	27.58	23.74	27.93	24.16	28.42	24.59	28.92	25.09	29.50
B	PGRD_270	Equipment Operator V (Skidsteer Loader)	23.44	27.58	23.74	27.93	24.16	28.42	24.59	28.92	25.09	29.50
B	PGRD_300	Head Driver Collector	23.50	27.64	23.80	27.99	24.22	28.48	24.65	28.98	25.15	29.56
B	PGRD_300	Truck Driver VI (Crane Truck)	23.50	27.64	23.80	27.99	24.22	28.48	24.65	28.98	25.15	29.56
B	PGRD_320	Asphalt Leadhand	23.58	27.74	23.88	28.09	24.30	28.59	24.73	29.10	25.23	29.69
B	PGRD_320	Equipment Operator VI	23.58	27.74	23.88	28.09	24.30	28.59	24.73	29.10	25.23	29.69
B	PGRD_320	Service Advisor (Fleet Services)	23.58	27.74	23.88	28.09	24.30	28.59	24.73	29.10	25.23	29.69
B	PGRD_320	Trades I - DDI (Dyking, Drainage, Irrigation)	23.58	27.74	23.88	28.09	24.30	28.59	24.73	29.10	25.23	29.69
B	PGRD_320	Trades I - Mechanic (Small Engines)	23.58	27.74	23.88	28.09	24.30	28.59	24.73	29.10	25.23	29.69
B	PGRD_320	Trades I - Painter	23.58	27.74	23.88	28.09	24.30	28.59	24.73	29.10	25.23	29.69
B	PGRD_320	Trades I (Carpenter/Mechanical Maintenance)	23.58	27.74	23.88	28.09	24.30	28.59	24.73	29.10	25.23	29.69
B	PGRD_320	Trades I (Electrician)	23.58	27.74	23.88	28.09	24.30	28.59	24.73	29.10	25.23	29.69
B	PGRD_320	Trades I (HVAC Maintenance)	23.58	27.74	23.88	28.09	24.30	28.59	24.73	29.10	25.23	29.69

**SCHEDULE “B” CLASSIFICATION AND PAY RATES 2011 - 2015**

Schedule	Pay Grade	Classification	1.50%		1.25%		1.75%		1.75%		2.0%	
			1-Jul-11 Entry Rate	Job Rate	1-Jan-12 Entry Rate	Job Rate	1-Jan-13 Entry Rate	Job Rate	1-Jan-14 Entry Rate	Job Rate	1-Jan-15 Entry Rate	Job Rate
B	PGRD_320	Trades I (Mechanic)	23.58	27.74	23.88	28.09	24.30	28.59	24.73	29.10	25.23	29.69
B	PGRD_321	Trades I - Utilities (Waterworks)	24.09	28.33	24.40	28.69	24.83	29.20	25.27	29.72	25.78	30.32
B	PGRD_340	Pumphouse Operator	24.26	28.54	24.57	28.90	25.00	29.41	25.44	29.93	25.95	30.53
B	PGRD_370	Works Supervisor I - DDI (Dyking, Drainage and Irrigation)	25.21	29.67	25.53	30.05	25.98	30.58	26.44	31.12	26.97	31.75
B	PGRD_370	Works Supervisor I - Sanitation and Roads	25.21	29.67	25.53	30.05	25.98	30.58	26.44	31.12	26.97	31.75
B	PGRD_370	Works Supervisor I - Sign Shop	25.21	29.67	25.53	30.05	25.98	30.58	26.44	31.12	26.97	31.75
B	PGRD_370	Works Supervisor I (Roads Maintenance)	25.21	29.67	25.53	30.05	25.98	30.58	26.44	31.12	26.97	31.75
B	PGRD_400	Trades II (Carpenter)	25.89	30.46	26.22	30.85	26.68	31.39	27.15	31.94	27.70	32.58
B	PGRD_402	Trades II (HVAC Technician)	26.27	30.90	26.60	31.29	27.07	31.84	27.55	32.40	28.11	33.05
B	PGRD_403	Trades II (Technician)	26.32	30.96	26.65	31.35	27.12	31.90	27.60	32.46	28.16	33.11
B	PGRD_371	Works Supervisor I (Sewers)	26.46	31.12	26.80	31.51	27.27	32.07	27.75	32.64	28.31	33.30
B	PGRD_371	Works Supervisor I (Waterworks)	26.46	31.12	26.80	31.51	27.27	32.07	27.75	32.64	28.31	33.30
B	PGRD_401	Trades II – Electrician	27.38	32.22	27.73	32.63	28.22	33.21	28.72	33.80	29.30	34.48
B	PGRD_401	Trades II - Fire Technician	27.38	32.22	27.73	32.63	28.22	33.21	28.72	33.80	29.30	34.48
B	PGRD_430	Trades II Lead Hand (Technician)	27.84	32.75	28.19	33.16	28.69	33.75	29.20	34.35	29.79	35.04
B	PGRD_440	<i>not assigned</i>	27.98	32.92	28.33	33.34	28.83	33.93	29.34	34.53	29.93	35.23
B	PGRD_431	Electrician - Leadhand	28.96	34.07	29.33	34.50	29.85	35.11	30.38	35.73	30.99	36.45
B	PGRD_431	Fleet Supervisor	28.96	34.07	29.33	34.50	29.85	35.11	30.38	35.73	30.99	36.45
B	PGRD_431	Trades II Leadhand (Fire Technician)	28.96	34.07	29.33	34.50	29.85	35.11	30.38	35.73	30.99	36.45

**SCHEDULE "C" CLASSIFICATION AND PAY RATES 2011 - 2015**

Schedule	Pay Grade	Classification	1.50%		1.25%		1.75%		1.75%		2.0%	
			1-Jul-11 Entry Rate	Job Rate	1-Jan-12 Entry Rate	Job Rate	1-Jan-13 Entry Rate	Job Rate	1-Jan-14 Entry Rate	Job Rate	1-Jan-15 Entry Rate	Job Rate
C	PGRD_5	Seasonal	14.40		14.58		14.84		15.10		15.41	
C	PGRD_11	Co-op Student - 1st Year	14.50		14.69		14.95		15.22		15.53	
C	PGRD_12	Co-op Student - 2nd Year	15.75		15.95		16.23		16.52		16.86	
C	PGRD_13	Co-op Student - 3rd Year	17.00		17.22		17.53		17.84		18.20	
C	PGRD_14	Co-op Student - 4th Year	18.50		18.74		19.07		19.41		19.80	
C	PGRD_1	Facility Attendant	12.92	15.19	13.09	15.38	13.32	15.65	13.56	15.93	13.84	16.25
C	PGRD_10	Guard Instructor	16.77	19.73	16.98	19.98	17.28	20.33	17.59	20.69	17.95	21.11
C	PGRD_40	Customer Services Representative	19.47	22.90	19.72	23.19	20.07	23.60	20.43	24.02	20.84	24.51
C	PGRD_40	Marketing Clerk	19.47	22.90	19.72	23.19	20.07	23.60	20.43	24.02	20.84	24.51
C	PGRD_65	<i>not assigned</i>	20.41	24.01	20.67	24.32	21.04	24.75	21.41	25.19	21.84	25.70
C	PGRD_80	Park Attendant	20.53	24.17	20.79	24.48	21.16	24.91	21.54	25.35	21.98	25.86
C	PGRD_90	Facility Maintenance Technician I	20.55	24.19	20.81	24.50	21.18	24.93	21.56	25.37	22.00	25.88
C	PGRD_91	Recreation Supervisor - Arenas	21.70	25.53	21.98	25.85	22.37	26.31	22.77	26.78	23.23	27.32
C	PGRD_320	Aquatic Leader - NLSI	23.58	27.74	23.88	28.09	24.30	28.59	24.73	29.10	25.23	29.69
C	PGRD_320	Aquatic Leader - WSIT	23.58	27.74	23.88	28.09	24.30	28.59	24.73	29.10	25.23	29.69
C	PGRD_320	Facility Maintenance Technician II	23.58	27.74	23.88	28.09	24.30	28.59	24.73	29.10	25.23	29.69
C	PGRD_320	Horticulturalist I	23.58	27.74	23.88	28.09	24.30	28.59	24.73	29.10	25.23	29.69
C	PGRD_320	Trades I (Building and Aquatic System Maintenance)	23.58	27.74	23.88	28.09	24.30	28.59	24.73	29.10	25.23	29.69
C	PGRD_320	Trades I - Cemetery Maintenance	23.58	27.74	23.88	28.09	24.30	28.59	24.73	29.10	25.23	29.69
C	PGRD_320	Trades I - Parks	23.58	27.74	23.88	28.09	24.30	28.59	24.73	29.10	25.23	29.69
C	PGRD_320	Trades I - Parks Maintenance and Buildings	23.58	27.74	23.88	28.09	24.30	28.59	24.73	29.10	25.23	29.69
C	PGRD_320	Trades I (Turf Grass Maintenance)	23.58	27.74	23.88	28.09	24.30	28.59	24.73	29.10	25.23	29.69
C	PGRD_320	Trades I Arborist	23.58	27.74	23.88	28.09	24.30	28.59	24.73	29.10	25.23	29.69
C	PGRD_340	Fitness Programmer	24.26	28.54	24.57	28.90	25.00	29.41	25.44	29.93	25.95	30.53

**SCHEDULE "C" CLASSIFICATION AND PAY RATES 2011 - 2015**

Schedule	Pay Grade	Classification	1.50%		1.25%		1.75%		1.75%		2.0%	
			1-Jul-11 Entry Rate	Job Rate	1-Jan-12 Entry Rate	Job Rate	1-Jan-13 Entry Rate	Job Rate	1-Jan-14 Entry Rate	Job Rate	1-Jan-15 Entry Rate	Job Rate
C	PGRD_340	Recreation Programmer	24.26	28.54	24.57	28.90	25.00	29.41	25.44	29.93	25.95	30.53
C	PGRD_370	Works Supervisor I - Parks	25.21	29.67	25.53	30.05	25.98	30.58	26.44	31.12	26.97	31.75
C	PGRD_375	<i>not assigned</i>	25.59	30.10	25.91	30.48	26.37	31.02	26.84	31.57	27.38	32.21
C	PGRD_400	Arborist II	25.89	30.46	26.22	30.85	26.68	31.39	27.15	31.94	27.70	32.58
C	PGRD_400	Horticulturalist II	25.89	30.46	26.22	30.85	26.68	31.39	27.15	31.94	27.70	32.58
C	PGRD_400	Maintenance Supervisor - Aquatics	25.89	30.46	26.22	30.85	26.68	31.39	27.15	31.94	27.70	32.58
C	PGRD_400	Maintenance Supervisor - Arenas	25.89	30.46	26.22	30.85	26.68	31.39	27.15	31.94	27.70	32.58
C	PGRD_400	Trades II, Natural Areas	25.89	30.46	26.22	30.85	26.68	31.39	27.15	31.94	27.70	32.58
C	PGRD_400	Trades II Parks Maintenance and Buildings	25.89	30.46	26.22	30.85	26.68	31.39	27.15	31.94	27.70	32.58
C	PGRD_400	Trades II (Turf Grass Maintenance)	25.89	30.46	26.22	30.85	26.68	31.39	27.15	31.94	27.70	32.58
C	PGRD_515	Arts and Heritage Coordinator	26.28	30.91	26.61	31.30	27.08	31.85	27.56	32.41	28.12	33.06
C	PGRD_515	Marketing Coordinator	26.28	30.91	26.61	31.30	27.08	31.85	27.56	32.41	28.12	33.06
C	PGRD_515	Recreation Coordinator	26.28	30.91	26.61	31.30	27.08	31.85	27.56	32.41	28.12	33.06
C	PGRD_515	Volunteer Coordinator	26.28	30.91	26.61	31.30	27.08	31.85	27.56	32.41	28.12	33.06
C	PGRD_405	Urban Forester		33.59		34.01		34.61		35.22		35.93
C	PGRD_500	<i>not assigned</i>	28.77	33.85	29.13	34.28	29.64	34.88	30.16	35.50	30.77	36.21
C	PGRD_580	Senior Marketing Specialist	35.61	41.89	36.06	42.42	36.70	43.17	37.35	43.93	38.10	44.81



**SCHEDULE "D" CLASSIFICATION AND PAY RATES 2011 - 2015**

Schedule	Pay Grade	Classification	1.50%		1.25%		1.75%		1.75%		2.0%	
			1-Jul-11 Entry Rate	Job Rate	1-Jan-12 Entry Rate	Job Rate	1-Jan-13 Entry Rate	Job Rate	1-Jan-14 Entry Rate	Job Rate	1-Jan-15 Entry Rate	Job Rate
D	PGRD_5	Seasonal	14.40		14.58		14.84		15.10		15.41	
D	PGRD_11	Co-op Student - 1st Year	14.50		14.69		14.95		15.22		15.53	
D	PGRD_12	Co-op Student - 2nd Year	15.75		15.95		16.23		16.52		16.86	
D	PGRD_13	Co-op Student - 3rd Year	17.00		17.22		17.53		17.84		18.20	
D	PGRD_14	Co-op Student - 4th Year	18.50		18.74		19.07		19.41		19.80	
D	PGRD_400	Airport Operations Specialist	25.89	30.46	26.22	30.85	26.68	31.39	27.15	31.94	27.70	32.58
D	PGRD_371	Trades II - Airport Equipment Technician	26.46	31.12	26.80	31.51	27.27	32.07	27.75	32.64	28.31	33.30
D	PGRD_401	Airport Trades II Electrician	27.38	32.22	27.73	32.63	28.22	33.21	28.72	33.80	29.30	34.48
D	PGRD_600	Duty Officer	30.13	35.45	30.51	35.90	31.05	36.53	31.60	37.17	32.24	37.92

**“JAMES PLANT” CLASSIFICATION AND PAY RATES 2011 - 2015**

Schedule	Pay Grade	Classification	1.50%		1.25%		1.75%		1.75%		2.0%	
			1-Jul-11 Entry Rate	Job Rate	1-Jan-12 Entry Rate	Job Rate	1-Jan-13 Entry Rate	Job Rate	1-Jan-14 Entry Rate	Job Rate	1-Jan-15 Entry Rate	Job Rate
J	PGRD_5	Seasonal	14.40		14.58		14.84		15.10		15.41	
J	PGRD_11	Co-op Student - 1st Year	14.50		14.69		14.95		15.22		15.53	
J	PGRD_12	Co-op Student - 2nd Year	15.75		15.95		16.23		16.52		16.86	
J	PGRD_13	Co-op Student - 3rd Year	17.00		17.22		17.53		17.84		18.20	
J	PGRD_14	Co-op Student - 4th Year	18.50		18.74		19.07		19.41		19.80	
J	PGRD_201	Student I	12.29	14.45	12.45	14.64	12.67	14.90	12.90	15.17	13.16	15.48
J	PGRD_202	Student II	17.81	20.94	18.04	21.21	18.36	21.59	18.69	21.97	19.07	22.41
J	PGRD_204	Wastewater Treatment Operator I	22.71	26.70	23.00	27.04	23.41	27.52	23.82	28.01	24.30	28.58
J	PGRD_205	Utility II	24.45	28.75	24.76	29.11	25.20	29.62	25.65	30.14	26.17	30.75
J	PGRD_211	Source Control Monitoring Technician	24.93	29.33	25.25	29.70	25.70	30.22	26.15	30.75	26.68	31.37
J	PGRD_211	Wastewater Treatment Plant Operator II	24.93	29.33	25.25	29.70	25.70	30.22	26.15	30.75	26.68	31.37
J	PGRD_206	Laboratory Technician I	26.21	30.83	26.54	31.22	27.01	31.77	27.49	32.33	28.04	32.98
J	PGRD_206	Wastewater Treatment Operator III	26.21	30.83	26.54	31.22	27.01	31.77	27.49	32.33	28.04	32.98
J	PGRD_211	Wastewater Treatment Plant Operator II - OIT - Level A	27.87		28.22		28.72		29.23		29.82	
J	PGRD_208	Plant Operator Leadhand (James Plant)	28.81	33.89	29.18	34.32	29.70	34.93	30.22	35.55	30.83	36.27
J	PGRD_307	Trades II - Electrician (JAMES Plant)	29.32	34.49	29.69	34.93	30.21	35.55	30.74	36.18	31.36	36.91
J	PGRD_307	Millwright	29.32	34.49	29.69	34.93	30.21	35.55	30.74	36.18	31.36	36.91
J	PGRD_209	Electrician Utilities - Leadhand	30.43	36.12	30.82	36.58	31.36	37.23	31.91	37.89	32.55	38.65
J	PGRD_209	Millwright Utilities Leadhand	30.43	36.12	30.82	36.58	31.36	37.23	31.91	37.89	32.55	38.65

**“WATER” CLASSIFICATION AND PAY RATES 2011 - 2015**

Schedule	Pay Grade	Classification	1.50%		1.25%		1.75%		1.75%		2.0%	
			1-Jul-11 Entry Rate	Job Rate	1-Jan-12 Entry Rate	Job Rate	1-Jan-13 Entry Rate	Job Rate	1-Jan-14 Entry Rate	Job Rate	1-Jan-15 Entry Rate	Job Rate
W	PGRD_5	Seasonal	14.40		14.58		14.84		15.10		15.41	
W	PGRD_301	Student I	12.66	14.90	12.82	15.09	13.05	15.36	13.28	15.63	13.55	15.95
W	PGRD_302	Student II	14.97	17.62	15.16	17.85	15.43	18.17	15.71	18.49	16.03	18.86
W	PGRD_303	Water Technician I	24.00	28.25	24.30	28.61	24.73	29.12	25.17	29.63	25.68	30.23
W	PGRD_304	Water Technician II	26.28	30.91	26.61	31.30	27.08	31.85	27.56	32.41	28.12	33.06
W	PGRD_305	Leadhand (Water Supply)	27.99	32.93	28.34	33.35	28.84	33.94	29.35	34.54	29.94	35.24

**Note to Schedule “B”**

- Truck Driver IV - Single Axle Trucks and Tandem Trucks
- Truck Driver V - Garbage Truck
- Equipment Operator No. II - \*Small Tractor, Ingersol Rand Vibrator Packer
- Equipment Operator No. IV - Street Sweeper, Roadside Flail Mower, Rubber-tired Loader, Multi Use Truck
- Equipment Operator No. V - Skidsteer Backhoe, Flush truck
- Equipment Operator No. VI - Grader, Gradall, Flush Truck, Excavator

\* DOES NOT INCLUDE RIDE ON MOWERS

**Letter of Understanding No. 1**

**Progression to Job Rate  
Approved Training/Certificate Program**

The Parties agree that Employees hired or promoted into positions for which they do not fully meet the job requirements and/or qualifications will advance to job rate in steps mutually agreed between the Employer and the Union.

**Letter of Understanding No. 2**

**Statutory Holidays - Specified Schedule "C" Employees**

Regular Full-Time Exhibition Park Employees, Maintenance Supervisors (Parks and Recreation) and Aquatic Leaders, whose standard work week consists of five (5) consecutive working days, and where the Statutory Holiday falls on an Employee's regularly scheduled day of work, may opt to work the Statutory Holiday and take another day off in lieu which may be taken in conjunction with their normal two (2) days of rest. The provisions of Article No. 20.01(c) of the Collective Agreement shall not apply in this case.

**Letter of Understanding No. 3**

**Auxiliary Employees**

Auxiliary Employees, who as of the date of ratification of the 2012-2015 Collective Agreement, had opted to receive the benefits specified in Article No. 6.02(b)(ii), shall continue to receive the benefits under that provision provided they remain eligible to do so.

**Letter of Understanding No. 4**

**Hours of Work  
Facility Maintenance Worker Employees**

The Parties agree that, pursuant to Article No. 17.06(a), Facility Maintenance Worker Employees shall work an average of forty (40) hours per week, at the Employee's regular rate of pay, during each work schedule cycle.



## Letter of Understanding No. 5

### Part-Time and Auxiliary Customer Service Representatives, Lifeguards/Instructors, Facility Maintenance Technicians and Facility Attendants

#### A. General Provisions

1. This Letter of Understanding (“LOU”) applies to Part-Time and Auxiliary Customer Service Representatives (“CSR”), Lifeguard/Instructors (“Lifeguard”), Facility Maintenance Technicians (“FMT”) and Facility Attendants (“FA”) employed by the Employer in Recreation Services.
2. The terms and conditions of the Collective Agreement between the Parties shall be applicable to the Part-Time and Auxiliary CSRs, Lifeguards, FMTs and FAs covered by the LOU. However, in the event of a conflict or inconsistency between the provisions contained in this LOU and those in the remainder of the Collective Agreement, the Parties agree that the provisions in this LOU shall prevail.

#### B. Transition from Auxiliary to Part-Time Positions

3. Effective June 1, 2013, the Employer will, subject to its operational requirements at the time, establish the following number of Part-Time positions from the hours of work currently being performed by Auxiliary Employees in the indicated classifications:

<u>Classification</u>	<u>Number of Part-Time Positions to be Established</u>
CSRs	9
Lifeguards	21
FMTs	5
FAs	4*

\*Note: The number of Part-Time FA positions required by the Employer to meet its operational requirements will vary on a seasonal basis, from an anticipated maximum of four (4) Part-Time positions for the period covering September 1<sup>st</sup> to March 31<sup>st</sup>, to no Part-Time FA positions for the period covering July 1<sup>st</sup> to August 31<sup>st</sup>.

4. The Part-Time positions in each classification established by the Employer pursuant to paragraph 3 shall initially be filled by offering the positions to those Auxiliary Employees in the particular classification capable of fulfilling the duties of the position on the basis of seniority. Any remaining unfilled Part-Time positions in the classification shall thereafter be filled pursuant to the provisions in Article No. 15 of the Collective Agreement.

#### C. Shift Schedules for Employees – General Principles

5. Subject to paragraph 6, the Employer will determine the number of work hours in a scheduled shift and the number of shifts in a scheduled block during the work week for Employees in the CSR, Lifeguard, FMT and FA classifications based upon the efficient

operation at each of its facilities.

6. The following parameters shall apply to the scheduling of shifts and blocks pursuant to Sections D, E, F and G of this LOU by the Employer for Employees under paragraph 5:
  - (i) No more than five (5) shifts shall be included in a scheduled block during the work week;
  - (ii) A shift shall have, subject to (iii) below, a minimum of two (2) working hours and, subject to (iv) below, a maximum of eight (8) working hours;
  - (iii) A shift for Part-Time Employees pursuant to Section D or E of this LOU, shall have a minimum of four (4) working hours;
  - (iv) A shift for an FMT shall have a maximum of ten (10) working hours; and
  - (v) A scheduled block during the work week for Part-Time Employees under Section D or E of this LOU, shall have a minimum of sixteen (16) working hours.

**D. Shift Schedules for Part-Time CSRs, Lifeguards and FMTs**

7. On the first working day in May, the Employer will post the scheduled blocks of shifts for Part-Time CSRs, Lifeguards and FMTs, respectively, for the annual period covering September 1<sup>st</sup> to August 31<sup>st</sup>.
8. It shall be the responsibility of the Part-Time Employees in the applicable classification to submit, in writing, to their immediate non-bargaining unit manager (or designate), on or before the first working day in June, their interest to work an annual scheduled block indicating their priority order of the scheduled blocks posted for their classification under paragraph 7. The written notice submitted by the Employee pursuant to this provision shall also specify the following information in regards to the manner by which the Employee wants to be advised by the Employer of the scheduled annual block in their classification, if any, which was assigned to them under paragraph 9:
  - (i) the method of communication (i.e., by phone, text or email) which the Employer would utilize to contact the Employee; and
  - (ii) the contact information where the Employee can be reached by the Employer.
9. Within seven (7) calendar days of the first working day in June, the scheduled annual blocks from September 1<sup>st</sup> to August 31<sup>st</sup> shall be assigned by the Employer to the Part-Time Employees in the respective classification who submitted their written interest pursuant to paragraph 8. The assignment shall be made in order of seniority based upon the Part-Time Employee's indicated priority block; the next senior Part-Time Employee in the classification will be assigned their first priority block, if still available, and, if not

available, their second priority block, etc). The Part-Time Employees shall be advised by the Employer, verbally or in writing, as per the method of communication specified by the Employee under paragraph 8, of the scheduled annual block in their classification, if any, which was assigned to them pursuant to this paragraph. If the Employer is unable to contact the Employee pursuant to the specified method of communication, then it shall be the Part-Time Employee's responsibility to check the posted scheduled annual blocks in their classification at the applicable facility to determine their scheduled assignment.

10. Part-Time Employees, who are not assigned a scheduled annual block within their classification pursuant to paragraph 9, shall be entitled to elect, in writing, one of the following options:
  - (i) to be assigned a remaining unassigned Part-Time annual block within their classification, in order of seniority among the Part-Time Employees in their classification who elect this option; or
  - (ii) to resign from their Part-Time Employee status and to convert to being an Auxiliary Employee within the same classification; or
  - (iii) to resign from their employment with the Employer.

A Part-Time Employee covered by this provision, who does not provide their written election to their immediate non-bargaining unit manager (or designate) within three (3) working days of the Employer assigning the scheduled Part-Time annual blocks under paragraph 9, shall be deemed to have elected option (ii).

11. Any unassigned Part-Time annual blocks within a classification remaining after the application of paragraphs 9 and 10, shall be filled as a Part-Time position pursuant to the provisions in Article No. 15 of the Collective Agreement.

**E. Shift Schedules for Part-Time FAs**

12. The Employer will post the scheduled blocks of shifts for Part-Time FAs on a seasonal basis as follows:
  - (i) on the first working day of July for the period covering September 1<sup>st</sup> to March 31<sup>st</sup>;
  - (ii) on the first working day of February for the period covering April 1<sup>st</sup> to June 30<sup>th</sup>;  
and
  - (iii) on the first working day of May for the period covering July 1<sup>st</sup> to August 31<sup>st</sup>.
13. Sign-up for the scheduled blocks of shifts by Part-Time FAs will be conducted at one of the Employer's recreation facilities during the first Wednesday of the calendar month following the month in which the scheduled block was posted under paragraph 12 (i.e., on the first Wednesday of August, March and June, respectively).

14. Within seven (7) calendar days of the date that the scheduled blocks of shifts are posted pursuant to paragraph 12, the Employer will assign to the Part-Time FAs, in order of their seniority, a specified ten (10) minute period of time on the sign-up date to select a scheduled block of shifts. The Employer will assign five (5) ten (10) minute periods of time during each hour, keeping the sixth (6<sup>th</sup>) ten (10) minute period open for the purpose identified in paragraph 15.
15. Subject to paragraph 16, it shall be the responsibility of the Part-Time FAs to be present in person at the assigned time on the sign-up date in order to select their scheduled block of shifts. If a Part-Time FA is not present at their assigned time on the sign-up date, their opportunity to select a scheduled block of shifts will be bypassed. If the Part-Time FA attends on the sign-up date after their assigned time has elapsed, they will be slotted into the next open ten (10) minute time period.
16. A Part-Time FA, who at least twenty-one (21) calendar days in advance of the applicable sign-up date referred to in paragraph 13 has been granted written authorization from their immediate non-bargaining unit manager (or designate) to be absent on the scheduled sign-up date, shall be entitled to submit, in writing, to their immediate non-bargaining unit manager (or designate) their interest to work a scheduled block of shifts, indicating their priority order of the scheduled blocks of shifts posted under paragraph 12. In such circumstances, at the applicable ten (10) minute period which had been assigned to the absent Part-Time FA on the sign-up date, their immediate non-bargaining unit manager (or designate) will select the scheduled block of shifts which was the Part-Time FAs highest priority among the remaining available scheduled blocks of shifts.
17. The Employer may, in extenuating circumstances, agree to reduce the twenty-one (21) calendar day notice period referred to in paragraph 16.
18. Part-Time FAs who, based on their relative seniority placement, do not select an otherwise available scheduled block of shifts pursuant to paragraphs 14-16 shall be entitled to elect, in writing, one of the following options:
  - (i) to resign from their Part-Time Employee status and to convert to being an Auxiliary Employee within the FA classification; or
  - (ii) to resign from their employment with the Employer.

A Part-Time FA covered by this provision, who does not provide their written election to their immediate non-bargaining unit manager (or designate) within three (3) working days of the scheduled block of Part-Time shifts being selected under paragraph 15, shall be deemed to have elected option (i).

19. Any unassigned Part-Time FA scheduled block of shifts remaining after the application of paragraphs 14-16 shall be filled as a Part-Time position pursuant to the provisions in Article No. 15 of the Collective Agreement.

**F. Scheduling of Additional Shifts for CSRs and Lifeguards**

20. The Employer will post the scheduled blocks of additional shifts for CSRs and Lifeguards (i.e., blocks of shifts not otherwise scheduled for Part-Time CSRs and Lifeguards pursuant to Section D of this LOU) on a seasonal basis as follows:
  - (i) on the first working day of May for the period covering July 1<sup>st</sup> to August 31<sup>st</sup>;
  - (ii) on the first working day of July for the period covering September 1<sup>st</sup> to December 31<sup>st</sup>; and
  - (iii) on the first working day of November for the period covering January 1<sup>st</sup> to June 30<sup>th</sup>.
21. Sign-up for the scheduled blocks of additional shifts by Part-Time and Auxiliary CSRs and Lifeguards, within their respective classification, will be conducted at one of the Employer's recreation facilities at the following times:
  - (i) with respect to the May posting, on or before June 15<sup>th</sup>;
  - (ii) with respect to the July posting, on the first Wednesday of August; and
  - (iii) with respect to the November posting, on the first Wednesday of December.
22. Within seven (7) calendar days of the date of the scheduled blocks of additional shifts are posted pursuant to paragraph 20, the Employer will assign to the Part-Time and Auxiliary CSRs, in order of their seniority, and to the Part-Time and Auxiliary Lifeguards, in order of their seniority, a specified ten (10) minute period of time on the sign-up date to select one or more scheduled blocks of additional shifts within their respective classification. The Employer will assign five (5) ten (10) minute periods of time during each hour, keeping the sixth (6<sup>th</sup>) ten (10) minute period open for the purpose identified in paragraph 23.
23. Subject to paragraph 24, it shall be the responsibility of the CSRs and the Lifeguards to be present in person at the assigned time on the sign-up date in order to select their scheduled block(s) of additional shifts within their respective classification. If a CSR or Lifeguard is not present at their assigned time on the sign-up date, their opportunity to select a scheduled block of additional shifts will be bypassed. If the CSR or Lifeguard attends on the sign-up date after their assigned time has elapsed, they will be slotted into the next open ten (10) minute period.
24. A CSR or Lifeguard, who at least twenty-one (21) calendar days in advance of the applicable sign-up date referred to in paragraph 21 has been granted written authorization from their immediate non-bargaining unit manager (or designate) to be absent on the scheduled sign-up date, shall be entitled to submit, in writing, to their immediate non-bargaining unit manager (or designate) their interest to work one scheduled block of

additional shifts, indicating their priority order of the scheduled blocks of additional shifts posted under paragraph 20. In such circumstances, at the applicable ten (10) minute period which had been assigned to the absent CSR or Lifeguard on the sign-up date, their immediate non-bargaining unit manager (or designate) will select the scheduled block of shifts which was the CSRs or Lifeguards highest priority among the remaining available scheduled blocks of additional shifts.

25. The Employer may, in extenuating circumstances, agree to reduce the twenty-one (21) calendar day notice period referred to in paragraph 24.
26. The following parameters shall apply to Part-Time and Auxiliary CSRs and Lifeguards who want to sign-up for one or more scheduled blocks of additional shifts within their respective classification:
  - (i) The CSR or Lifeguard shall not be scheduled to work for more than eight (8) hours in a day or forty (40) hours in a work week; and
  - (ii) CSRs or Lifeguards, who are scheduled to work less than forty (40) working hours during five (5) days in the work week, may choose to work a scheduled block of additional shifts within their respective classification which would result in the CSR or Lifeguard working on a sixth (6<sup>th</sup>) day in the work week, provided that the combined scheduled straight-time hours worked by the CSR or Lifeguard during the six (6) days in the work week do not exceed forty (40) working hours.

**G. Scheduling of Additional Shifts for FAs and, if required, for FMTs**

27. The Employer will post the scheduled blocks of additional shifts for FAs and, if required for FMTs (i.e., blocks of shifts not otherwise scheduled for Part-Time FMTs or FAs pursuant to Section D or E, respectively, of this LOU) on a seasonal basis as follows:
  - (i) on the first working day of July for the period covering September 1<sup>st</sup> to March 31<sup>st</sup>;
  - (ii) on the first working day of February for the period covering April 1<sup>st</sup> to June 30<sup>th</sup>;
  - (iii) on the first working day of May for the period covering July 1<sup>st</sup> to August 31<sup>st</sup>.
28. Sign-up for the scheduled blocks of additional shifts by Part-Time and Auxiliary FAs and, if required, FMTs will be conducted by the Employer at the same recreation facility and on the same date as set out in paragraph 13.
29. Within seven (7) calendar days of the date that the scheduled blocks of additional shifts are posted pursuant to paragraph 27, the Employer will assign to the Part-Time and Auxiliary FAs and, if required, FMTs, in order of their seniority, a specified ten (10) minute period of time on the sign-up date to select one or more scheduled blocks of additional shifts. The Employer will assign five (5) ten (10) minute periods of time during each hour, keeping the sixth (6<sup>th</sup>) ten (10) minute period open for the purpose identified in paragraph 23.



Paragraphs 15, 16 and 17 of this LOU shall apply to an FA and, if required, an FMT who wants to sign-up for one or more scheduled blocks of additional shifts.

30. The two parameters set out in paragraph 26 shall apply to Part-Time and Auxiliary FAs and, if required, FMTs who want to sign-up for one or more scheduled blocks of additional shifts. (In the case of FMTs, they shall not be scheduled to work for more than ten (10) hours in a day).

#### **H. Changes to Scheduled Blocks of Shifts**

31. Any scheduled blocks of Part-Time Employee shifts and/or additional shifts assigned by the Employer under Section D, E, F or G of this LOU shall be subject to modification by the Employer in order to accommodate its operational needs, including modifications arising from:
  - (i) statutory holiday operational hours; or
  - (ii) the occurrence of an emergency situation; or
  - (iii) events, programs and/or hours of operation which are added, curtailed or cancelled.
32. Subject to paragraph 34, the reduction of scheduled hours, arising from a modification of any scheduled block of shifts pursuant to paragraph 31, will be borne by the Employee(s) who were scheduled to work the affected shift(s).
33. The lay-off and bumping provisions in Article No. 16 of the Collective Agreement shall not apply to Part-Time Employees who have their scheduled hours of work reduced pursuant to paragraph 32.
34. The following provisions shall apply to Part-Time Employees who, as a result of the application of sub-section (iii) of paragraph 31, have their weekly hours of work in a scheduled block of shifts under Section D or E reduced by 20% or more for the remainder of the period of the scheduled blocks of shifts (hereafter referred to as “the 20% reduction”):
  - (i) the affected Part-Time Employee may choose to displace an Auxiliary Employee in the same classification who is working available hours of work under Section I of the LOU, subject to the parameters set out in paragraph 38.
  - (ii) any new available hours of work under Section I shall first be offered by the Employer to those Part-Time Employees in the applicable classification, on the basis of their seniority, who were affected by the 20% reduction, subject to parameters set out in paragraph 38.



- (iii) The affected Part-Time Employees shall be entitled to access the available hours of work pursuant to the provisions of sub-paragraphs (i) and/or (ii) above only;
  - 1. for the remainder of the period of the Employee's scheduled block of shifts under Section D or E, and
  - 2. up to the amount of the Employee's weekly hours of work in the scheduled block of shifts under Section D or E prior to the 20% reduction.

**I. Filling of Available Hours of Work**

- 35. The provisions in Section I of the LOU shall apply to the filling of available hours of work which are not covered by a Part-Time or Auxiliary Employee under Sections D, E, F, or G of this LOU.
- 36. The "available hours of work" contemplated by the provisions in this Section include:
  - (i) relief or replacement of a Part-Time or Auxiliary Employee who is assigned a scheduled block of shifts under Sections D, E, F or G;
  - (ii) any scheduled block of Part-Time Employee shifts and/or additional shifts which remain unassigned after the applicable posting and filling process in Sections D, E, F or G has been completed, pending the assignment of the unassigned scheduled block of shifts to a Part-Time or Auxiliary Employee.
  - (iii) in the case of a Part-Time or Auxiliary Employee who is assigned a scheduled block of shifts pursuant to Sections D, E, F or G and who subsequently no longer wants to work the remainder of the scheduled block of shifts, the remainder of the Employee's scheduled block of shifts; and
  - (iv) additional hours of work not initially included in the posted scheduled blocks of Part-Time Employee shifts and/or additional shifts under Sections D, E, F, and G.
- 37.
  - (a) Subject to (b) below, the Employer shall determine the number of available hours of work which it may require to be filled by one Employee.
  - (b) In the circumstances set out in paragraph 36 (ii) or (iii), the Employer shall, where practicable, endeavour to have the remainder of the scheduled block of shifts filled by one Employee.
- 38. The Employer shall offer the available hours of work under paragraph 37 to the Part-Time and Auxiliary Employees in the applicable classification, in order of their seniority, subject to the following parameters:

- (i) A Part-Time or Auxiliary Employee shall not be offered the available hours of work if the combined scheduled straight-time hours worked by the Employee and the available hours of work to be offered by the Employer would exceed eight (8) hours in a day (or, in the case of an FMT, ten (10) hours in a day) or forty (40) hours in a work week; and
- (ii) Part-Time or Auxiliary Employees, who are scheduled to work less than forty (40) working hours during five (5) days in the work week, may choose to work available hours of work offered by the Employer which would result in the Employee working on a sixth (6<sup>th</sup>) day in the work week, provided that the combined scheduled straight-time hours worked by the Employee and the available hours of work to be offered by the Employer do not exceed forty (40) working hours during the six (6) days in the work week; and
- (iii) In the event the Employer becomes aware on a day of operation that it will require additional hours of work at a facility under paragraph 36(iv) on that same day, the Employer shall, subject to sub-paragraph (i) above, first offer the available hours of work to the Part-Time or Auxiliary Employee(s) in the required classification capable of fulfilling the duties of the position, in order of seniority, who are working at the applicable facility on that day of operation.

**J. Scheduling of Vacation by Part-Time Lifeguards**

39. In addition to the 'Vacation Schedule' provisions set out in Article No. 21.03 of the Collective Agreement, a Part-Time Lifeguard shall provide at least one (1) month written notice to their immediate non-bargaining unit manager (or designate) prior to the commencement of their vacation leave, subject to the agreement of the immediate non-bargaining unit manager (or designate) to a shorter period of written notice.

**K. Seasonal Work for Part-Time FAs**

40. The provisions in Section K of the LOU shall apply to Part-Time FAs who, as a result of their relative seniority placement, are not able to secure a scheduled block of shifts for Part-Time FAs under Section E during the seasonal periods set out in sub-paragraphs 12 (ii) and/or (iii).
41. The lay-off and bumping provisions in Article No. 16 of the Collective Agreement shall not apply to those Part-Time FAs referred to in paragraph 40.
42. Part-Time FAs referred to in paragraph 40 shall be offered the first opportunity to perform available seasonal work prior to the Employer employing the services of a Seasonal Worker as defined in Article No. 6.02(f) of the Collective Agreement, subject to the following terms and conditions:
- (i) the Part-Time FA is capable of fulfilling the duties of the position for which the Employer requires a Seasonal Worker;

- (ii) the Part-Time FA is available to perform the seasonal work referred to in subparagraph (i) above at the time when the Employer requires such seasonal work to commence; and
- (iii) the Part-Time FA shall be paid the Seasonal Worker rate of pay pursuant to the Collective Agreement for the seasonal work performed under this provision.

**L. Resignation by a Part-Time Employee from their Scheduled Block of Shifts**

43. A Part-Time Employee, who is assigned a scheduled block of shifts pursuant to Section D or E of this LOU, and subsequently no longer wants to work the remainder of the scheduled block of shifts, shall be entitled to elect, in writing, one of the following options:
- (i) to resign from their Part-Time Employee status and to convert to being an Auxiliary Employee within the same classification; or
  - (ii) to resign from their employment with the Employer.

**M. Benefit Entitlement for Part-Time Employees**

44. With respect to benefit entitlement for Part-Time Employees covered by this LOU, it is agreed that the last two sentences in Article No. 6.02(b)(ii) of the Collective Agreement shall be replaced with the following:

Part-Time Employees whose hours of work in the previous twelve (12) months were consistently at least sixteen (16) straight-time hours per week, and are expected to continue to be at least sixteen (16) straight-time hours per week in the foreseeable future, shall have the option of the benefits contained in Article Nos. 20, 21, 22 and 26, or the appropriate percentage (%) in lieu. All other Part-Time Employees shall receive the appropriate percentage (%) in lieu of the benefits contained in Article Nos. 20, 21, 22 and 26.

**N. Review by the Parties**

45. The Employer and the Union agree to meet after the first Wednesday in December 2014 to review the application and operation of these provisions contained in this LOU. Any revisions to this LOU arising from the review by the Parties shall be effected by the written agreement of both Parties.
46. No more the four (4) representatives on behalf of each of the Employer and the Union shall participate in the meeting(s) referred to in paragraph 45.

**Letter of Understanding No. 6**

**Organizational Charts**

The City agrees to post on the bulletin boards for each Department the organizational line of excluded positions (which will indicate the title of the position and the name of the incumbent) which are applicable to the CUPE bargaining unit Employees within that particular Department, and to keep that posted information current. A copy of the initial and any updated posting will also be provided to the Union.

**Letter of Understanding No. 7**

**Work at Home/Employee Parking/Job Sharing**

**(a) Work at Home**

The Parties agree that Employees shall not take work home or be directed to work from their home except under unusual circumstances approved by the Employer and the Union.

**(b) Employee Parking**

The Parties agree that, during the term of the Collective Agreement, the Employer shall not require any Employee to pay for parking that is currently available to him/her at no cost.

**(c) Job Sharing**

The position to be job shared is maintained as a permanent Full-Time position. All job sharing arrangements must be covered by Letters of Understanding. Job sharing should be initiated only by the interested Employees. The members involved should first discuss this with the Union. Both the Employer and the Union must agree to the arrangements. Employee benefits during job sharing will be determined by pro-rating the benefits of the Full-time position and will be as specified in a Letter of Understanding.

## **Letter of Understanding No. 8**

### **Recreation In-Service Meetings**

1. The Employer shall schedule In-Service meetings at least twice a year the first week of June and the first week of December. The specific In-Service meeting dates will be posted by September 15 for the following calendar year as follows:
  - (a) In-Service meetings for the purpose of providing information and training are mandatory for all applicable Employees.
  - (b) Where Employees are unable to attend the In-Service meeting, referred to in (a) above, for a bona fide reason, as determined by the Employer, they must notify the Employer prior to the scheduled meeting date.
  - (c) A make-up session will be offered no sooner than ten (10) calendar days nor later than twenty-one (21) calendar days of the scheduled In-Service meeting date, unless otherwise mutually agreed to by the Parties.
2. Employees will be paid in accordance with the Collective Agreement for all time spent at In-Service meetings. An Employee missing a scheduled In-Service meeting and the corresponding make-up session, essential to the safety of customers or fellow Employees, will be suspended from work until the Employee has received the essential training. Suspended Employees may attend any additional training sessions which will be scheduled for new Employees, or Employees returning from an approved Leave of Absence.
3. Employees who miss two (2) In-Service meetings consecutively (i.e., either the June and December In-Service meetings or the December and June In-Service meetings) and the two (2) corresponding make-up meetings (total 4) will be immediately released from employment with the City unless they can prove their absence was for a bona fide reason, as determined by the Employer.

Note: The scheduling of the In-Service meetings in the first week of June and the first week of December, as per paragraph 1 above, will commence in the 2014 calendar year. The Parties acknowledge that the In-Service meetings for the 2013 calendar year have been scheduled. As a result, the Parties agree that the references to the June and December meetings in paragraph 3 above shall incorporate the scheduled dates for the In-Service meetings in the 2013 calendar year.

**Letter of Understanding No. 9**

**Park Attendants**

Notwithstanding Article No. 24.04, the Parties agree that Park Attendants (Schedule “C”) shall be paid the Equipment Operator II rate of pay for hours spent operating the tractor. It is further understood that the time spent operating the tractor will be cumulative on a per day basis.

**Letter of Understanding No. 10**

**Bylaw Officers**

The Parties agree that the new regular positions of Full-Time Bylaw Enforcement Officer and Full-Time Clerk III will be posted as Schedule "A" Shift Work and all the provisions of the Collective Agreement surrounding Schedule "A" will apply with the following exceptions:

19.01 (a) will not apply and will be replaced with the following:

"Except in emergencies, forty-eight (48) hours' notice shall be given before change of a regular shift"

19.01 (b) and (c) will not apply and will be replaced with the following:

"A shift differential of 3% of the Employees wage shall be paid to Employees for hours worked between 5:00 PM and 12:00 Midnight

A shift differential of 6% of the Employees wage shall be paid to Employees for hours worked between 12:00 Midnight and 7:00 AM."

17.02 (a) and (b) amend to read:

The regular hours of work for these positions shall be seven (7) consecutive hours per day, not including a scheduled one (1) hour unpaid meal break, with forty-eight (48) hours of rest and no more than five (5) consecutive seven (7) hour days of work, except when a shift rotation occurs, by mutual agreement of the Parties. Notwithstanding the foregoing, schedules may be varied by mutual agreement of the Parties to allow days of rest to be split during the week.

It is agreed that Schedule "A" Auxiliaries will be used for replacement purposes and will be bound by this LOU while providing relief.



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