

2007 - 2011

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF WHITE ROCK

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 402-01

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2007 - 2011

COLLECTIVE AGREEMENT

BETWEEN:

**THE CORPORATION OF THE CITY OF WHITE ROCK**  
(hereinafter referred to as "the Corporation")

PARTY OF THE FIRST PART

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-01**  
(hereinafter referred to as "the Union")

PARTY OF THE SECOND PART

WHEREAS it is desirable to secure for the Corporation, the Union and employees of the Corporation the full benefit of orderly and legal collective bargaining;

AND WHEREAS the Corporation recognizes the Union as the sole bargaining agency of those employees covered by this Agreement:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. TERM OF AGREEMENT

This Agreement shall be effective as from 2007 January 01 and shall remain in force and be binding upon the Parties until 2011 December 31, both dates inclusive and from year to year thereafter, unless terminated by either party by written notice pursuant to the Statutes of the Province of British Columbia. It is understood and agreed between the Parties that the operation of Subsections (2) and (3) of Section 50 of the Labour Relations Code is hereby excluded.

2. GENERAL CONDITIONS

- (a) The terms and conditions set out in this Agreement shall apply to all employees of the Corporation except the **City Manager**, the **Executive Assistant** to the **City Manager** and the Mayor, the City Clerk, the Deputy City Clerk, **the Freedom of Information Committee Clerk, the Communications Coordinator, the Director of Financial Services, the Manager of Budgets and Accounting, the Manager of Information Services,** the Director of **Development Services**, the City Planner, the Building Inspectors, the Director of Municipal Operations, the City Engineer, the Manager of Public Works, the

**Manager** of Parks, the **Director** of Leisure Services, the **Manager Community Recreation**, the Recreation Coordinator, the **Director** of Human Resources, the Human Resources Assistant, **the Human Resources Advisor**, the **Manager RCMP Administration**, and the members of the Fire Department.

- (b) The Union agrees that there shall be no soliciting by any of its individual members of the City Council or individual members of Council.

### 3. UNION MEMBERSHIP

- (a) Employees who are members or become members of the Canadian Union of Public Employees, Local 402-01, shall, as a condition of employment, maintain their membership in the Canadian Union of Public Employees, Local 402-01, during the term of this Agreement, unless expelled from the Union.
- (b) The Corporation agrees to check off all Union dues and general assessments levied in accordance with the constitution and/or by-laws of the Union and agrees to forward such deductions to the Union together with a list of employees from whom such deductions were made.
- (c) The Corporation agrees to check off an amount equivalent to all Union dues from new employees.
- (d) The Corporation shall notify the Secretary of Local 402-01 in writing, of postings of vacancies and of hirings and promotions, layoffs, and terminations of employees covered by this Agreement.

### 4. EMPLOYEE DEFINITIONS

- (a) "Regular Full-Time Employee" means an employee who is employed in an established position on a full-time basis of thirty-five (35) or forty (40) hours per week as is recognized in the Collective Agreement as normal for a particular class of positions, for an indefinite period of time.
- (b) "Regular Part-Time Employee" means an employee who is employed in an established position on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.
- (c) "Temporary Full-Time Employee" means an employee who is employed on a full-time basis as set out in (a) above, for a definite and limited period of time which may be extended or cut short by circumstances which could not be foreseen at the time of hiring.
- (d) "Summer and Incentive Program Employees" means those employees hired under Federal/Provincial Incentive and Summer Programs, (e.g. Young Canada Works, Youth Employment Programs, etc.) who are employed to augment regular staff or who are employed on a special project of limited duration not

exceeding three (3) calendar months (such period of time may be extended by mutual consent of both parties in writing). Summer Program and Incentive Program employees shall not be entitled to employee benefits by reason of statute.

- (e) "Casual Employee" means an employee other than an employee defined in Article 4(a), 4(b), 4(c) and 4(d).

## 5. PROBATION

Regular Full-Time Employees and Regular Part-Time Employees shall be covered by the following provision:

- (a) All new Regular Full-Time Employees shall be subject to a probationary period of up to six (6) months of service. The purpose of the probation period is to determine suitability for employment as a Regular Full-Time Employee.
- (b) All new Regular Part-Time Employees shall be subject to a probationary period of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similarly classified position. The purpose of the probation period is to determine suitability for employment as a Regular Part-Time Employee.

## 6. SALARIES AND WAGES

### 6.1 Schedule "A"

The salaries and wages to be paid by the Corporation in the various classifications shall be as set forth in the Salary and Wage Schedule attached to and forming part of this Agreement.

### 6.2 Derivation of Bi-Weekly and Monthly Rates

The hourly rates set forth in Schedule "A" shall be the basis for application of any general salary increases. The formula for converting the hourly rates to bi-weekly and monthly rates is as follows:

$$\text{hourly rate} \times \text{bi-weekly hours} = \text{bi-weekly rate (taken to 2 decimal places)}$$

$$\frac{\text{bi-weekly rate} \times 26.089}{12} = \text{monthly rate (taken to the nearest dollar)}$$

## 7. PAY FOR ACTING SENIOR CAPACITY

- (a) On every occasion that an Inside employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by

this Agreement which is senior to the position which the employee normally holds, for a period of one full day or more, the employee shall be paid for every day that the employee carries out the duties of the senior position at the minimum rate in the scale for such senior position, except where the salary received in the employee's own position is equal to, or exceeds, the minimum of the senior position in which case the employee shall receive the next higher rate in the pay range of the senior position.

- (b) An Outside employee who is temporarily required to work in a position with a wage rate which is higher than that wage rate for the position in which the employee is normally employed shall receive the wage rate of that higher classification while so required to work.
- (c) Appointments of employees to a level of higher responsibility must be authorized in writing by the Head of the Department.

## 8. PREMIUM PAY

### 8.1 Dirty Pay

An employee when engaged on work where the employee comes in contact with live sewage shall be paid an additional \$0.50 (**effective 2007 September 06, seventy-five cents (75¢)**) per hour over the employee's regular classified rate of pay.

### 8.2 Herbicide and Pesticide Application

An employee when engaged in the application of herbicides and pesticides will be paid an additional \$0.50 (**effective 2007 September 06, seventy-five cents (75¢)**) per hour over the employee's regular classified rate of pay.

### 8.3 Occupational First Aid Ticket

**Effective 2007 September 06, an employee designated by the Corporation to perform first aid duties in addition to their normal duties and who holds a valid WorkSafeBC Occupational First Aid Level II Certificate shall be paid a premium as follows: Full-Time Employee - \$85 per month; Part-Time and Casual Employees - 55¢ per hour.**

### 8.4 Chargehands

A chargehand allowance of thirty-five cents (35¢) per hour over the employee's own rate, or the highest rate supervised, whichever is greater, shall be paid to an employee appointed to this position by the Director of Municipal Operations, the City Engineer, or their appointee. Equipment Operators are not under the Chargehand's supervision.

## 9. HOURS OF WORK

### 9.1 Hours of Work--Full-Time Outside Employees

The regular hours of work wherever possible for Outside employees shall be eight (8) consecutive hours a day between the hours of 8:00 a.m. and 4:30 p.m. and five (5) consecutive days a week, Monday to Friday inclusive. In all cases, schedules will be posted.

### 9.2 Hours of Work--Full-Time Inside Employees

- (a) The regular hours of work for Inside employees shall not exceed seven (7) hours per day or thirty-five (35) hours per week, Monday to Friday inclusive. This shall not apply to the positions of:

Administrative Assistant - Operations  
**Engineering Technologist**

which shall have an eight (8) hour day as per Article 9.1.

- (b) Notwithstanding the above paragraph (a), the regular hours of work for employees in the Leisure Services Department shall not exceed seven (7) hours per day or thirty-five (35) hours per week, Monday to Sunday. Employees shall receive two (2) consecutive days of rest each week except when required to change work weeks.

- (c) **Notwithstanding the above paragraph (a), the regular hours of work for the Pay Parking Manager shall not exceed eight (8) hours per day, forty (40) hours per week, Tuesday to Saturday.**

### 9.3 Shift Change Notice

Regular Full-Time, Temporary Full-Time, and Regular Part-Time Employees shall be given a minimum of twenty-four (24) hours' notice of a change in their daily start time and a minimum of seven (7) calendar days' notice of a change in their days of work.

### 9.4 Lunch Hour

Outside employees shall be entitled to one-half ( $\frac{1}{2}$ ) hour for lunch. Inside employees shall be entitled to one (1) hour for lunch. Employees must work a minimum of five (5) hours to be eligible for the lunch break. **Effective 2007 September 06, for Inside employees working less than a full shift, the lunch break shall be between one-half ( $\frac{1}{2}$ ) hour and one (1) hour as mutually agreed upon between the Corporation and the employee.**

### 9.5 Rest Period

Employees shall be entitled to a rest period of not more than fifteen (15) minutes in the first half and second half of each working shift. In the event of overtime, employees shall be entitled to a rest period of not more than fifteen (15) minutes at the end of the

regular daily shift and every two (2) hours thereafter. The rest periods are based on working a full seven (7) or eight (8) hour shift. If an employee is working less than a full seven (7) or eight (8) hour shift, they shall be entitled to one (1) fifteen (15) minute rest period.

#### 9.6 Shift Premium

Employees of the following classes:

- Clerk-Typist--Senior Citizens' Centre,
- Communications Operator--Police,
- Guard/Matron,
- Icemaker/Maintenance Worker, and
- Recreation **Facility Clerk**
- Recreation Programmer

shall be paid a shift premium of seventy-five cents (75¢) per hour for all regular hours worked more than one (1) hour prior to 6:00 a.m. or after 4:30 p.m., provided that where the majority of an employee's regular hours fall outside the period designated above (i.e., 5:00 a.m. - 5:30 p.m.), the shift premium shall apply to the entire shift.

#### 9.7 Hours of Work – All Other Employees

Effective **2007 September 06**, Regular Part-Time Employees, Summer and Incentive Program Employees, **Post Secondary Co-Op Program students**, and Casual Employees shall be permitted to work up to seven (7) or eight (8) hours per day at straight-time rates on any five (5) days per week based on the hours of work applicable to a Full-Time Employee working in a similar classification.

#### 9.8 Informal Adjustment of Hours by Mutual Consent

**Effective 2007 September 06:**

**A supervisor and an employee may, by mutual consent, agree to vary the employee's hours of work (not work days), for a period of no more than thirty (30) working days, with Union approval required for any extension beyond thirty (30) working days. The arrangement may continue for as long as both the Supervisor and the employee continue to consent except that either the Employer or the Union may cancel the arrangement on thirty (30) days' written notice. Such variation in the hours of work shall not establish a precedent. An employee shall not be eligible for additional premiums where an employee initiates a change which would qualify the employee for additional premiums, e.g. shift premium.**

## 10. OVERTIME, STANDBY AND CALLOUT

### 10.1 Overtime

(To be defined in the case of Regular Full-Time Employees and Temporary Full-Time Employees as (a) overtime worked immediately following an employee's regular shift; (b) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, overtime worked immediately preceding an employee's regular shift; or (c) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, overtime worked at any other time.)

- X 1½ for the first two (2) hours of overtime on any regular working day if worked immediately preceding or immediately following an employee's regular shift;
- X 2 for all overtime beyond two (2) hours on any regular working day if worked immediately preceding or immediately following an employee's regular shift;
- X 2 for all overtime worked at any other time than immediately preceding or immediately following an employee's regular shift.

### 10.2 Compensating Time Off

Time off in lieu of payment for overtime and callout shall be allowed to a maximum of seventy (70) hours for inside employees and eighty (80) hours for outside employees as the case may be in any calendar year. To accumulate time off credits, an employee must advise their Department Head, in writing, of their election for overtime/callout to be compensated as time off for each given pay period.

All requests for time off must be approved by the Department Head prior to taking it. Time off earned between January 1<sup>st</sup> and November 30<sup>th</sup> of each year must be taken by the end of the year in which it was earned. Time off earned in the month of December must be taken by March 31<sup>st</sup> of the following year. Any time off not taken by the end of the appropriate period shall be paid out.

Time off shall be paid at the employee's regular classified rate in effect at the time the overtime/callout was worked. When an employee works overtime in a higher classification or is called out in a higher classification, the difference between the employee's regular classified rate and the higher rate shall be paid out and not accumulated.

### 10.3 Standby Pay

Employees who are required to stand by on weekends shall be paid eight (8) hours' pay at the employee's regular rate of pay for standing by for the period from the conclusion of the last regular working day in the week to the commencement of the first regular working day in the following week. Employees shall receive an additional three (3) hours' pay for each General Holiday that is attached to a weekend, i.e., employees would be paid eleven (11) hours for a three (3) day weekend and fourteen (14) hours for a four (4) day weekend.

Employees who are required to stand by on a General Holiday that is not attached to a weekend shall be paid five (5) hours' pay at the employee's regular rate of pay for standing by for the period from the conclusion of the regular working day prior to the General Holiday to the commencement of the first regular working day following the General Holiday. Employees shall receive an additional three (3) hours' pay (a total of eight (8) hours' pay) if there are two (2) consecutive General Holidays not attached to a weekend.

#### 10.4 Callout

(To be defined in the case of Regular Full-Time Employees and Temporary Full-Time Employees as being called back to work at any time following completion of an employee's regular shift except when pre-scheduled by notice provided prior to the end of the employee's previous regular shift which is defined as overtime in Article 10.1 above.)

- X 2 without exception for the time actually worked plus one (1) hour's allowance at 2X for travelling to and from home, with a minimum of three (3) hours' pay X2. (The minimum includes one (1) hour for travelling time.) If additional calls are made upon the employee prior to the expiry of the three (3) hour period or prior to his/her arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hour minimum but the employee shall be paid at 2X for the time actually worked plus an additional one (1) hour's allowance at 2X for travelling to and from home. If two separate callouts are completed within a three (3) hour period, the minimum payment shall be four (4) hours X 2. (The minimum includes two (2) hours for travelling time.)

#### 10.5 Telephone Callout

**Effective 2007 September 06:**

- (a) **An employee who has been authorized by the Employer to receive a telephone call and/or a page while off duty, and is able to deal with the problem over the telephone or by computer and does not have to report to a worksite, the employee shall be paid one (1) hour pay at double the employee's regular rate of pay. Multiple telephone calls/pages within a one (1) hour period will be treated as one (1) event for the purpose of pay. Consecutive events lasting more than one (1) hour will be paid for actual time worked. An employee will not be eligible for this form of callout should a return to the worksite Callout (Article 10.4 above) result from the issue being discussed.**
- (b) **Notwithstanding paragraph (a) above, employees in receipt of stand-by pay as per Article 10.3 are eligible for this form of callout on a modified basis because of the expectation of problems to be relayed by telephone calls/pages. Employees who are able to deal with the problem over the telephone or by computer shall be paid one-half hour pay at double the employee's regular rate. Multiple telephone calls/pages within a one (1) hour period will be treated as one (1) event for the purpose of pay and**

consecutive events lasting more than one hour will be paid for actual time worked. An employee will not be eligible for this form of callout should a return to the worksite Callout (Article 10.4 above) result from the issue being discussed.

## 10.6 Cost Recovery

**Effective 2007 September 06:**

Where an employee works overtime and/or is called out to deal with situations where the Corporation is able to recover the overtime and/or callout costs from the Provincial Emergency Program, the employees shall be paid for such overtime and callouts and shall not be permitted to receive compensating time off in lieu of being paid for the overtime or callout.

## 11. VACATIONS AND GENERAL HOLIDAYS

### 11.1 Vacations

**Effective 2007 September 06:**

- (1) Paid annual vacations for all Regular Full-Time Employees and Temporary Full-Time Employees covered by this Agreement shall be as follows:
  - (a) in the first calendar year of service, vacation will be granted on the basis of one-twelfth ( $1/12^{\text{th}}$ ) of **fifteen (15)** working days for each month, or portion of a month greater than one-half ( $1/2$ ), worked by December 31st;
  - (b) fifteen (15) working days of annual vacation with pay during the second (2nd) up to and including the seventh (7th) calendar year;
  - (c) twenty (20) working days of annual vacation during the eighth (8th) up to and including the fifteenth (15th) calendar year of service;
  - (d) twenty-five (25) working days of annual vacation during the sixteenth ( $16^{\text{th}}$ ) up to and including the twenty-third ( $23^{\text{rd}}$ ) calendar year of service;
  - (e) thirty (30) working days of annual vacation during the twenty-fourth ( $24^{\text{th}}$ ) and all subsequent calendar years of service.
  - (f) employees who leave the service of the Corporation shall receive vacation for the calendar year in which termination occurs, on the basis of one-twelfth ( $1/12^{\text{th}}$ ) of their vacation entitlement for that year for each month greater than one-half ( $1/2$ ) worked to the date of termination.

### PROVIDED THAT

- (1) "Calendar Year" for the purpose of this Agreement shall mean the twelve (12) month period from January 1st to December 31st, inclusive.

- (2) all annual vacations shall be taken in the year in which they are earned and at such time as may be approved by the **employee's Department Head** or delegate.
  - (3) employees who are absent for twenty (20) or more accumulated working days on **WorkSafeBC** shall have their annual vacation entitlement and vacation pay prorated on the basis of the total time absent.
  - (4) in the case of General Holidays falling on or observed on a regular work day while an employee is on annual holiday, the employee shall be granted extra day(s) in lieu of such holiday(s).
  - (5) all employees other than those entitled to an annual percentage of earnings in lieu of vacation, will be paid during their annual vacations at the respective regular or classified rates of pay.
  - (6) in the case of an employee leaving the service of the Corporation, adjustment will be made for any overpayment of vacation.
- (2) All other employees shall receive payment in lieu of vacation. For Regular Part-Time and Casual Employees see Article 12.12.

#### 11.2 General Holidays

Such vacations shall be in addition to the following General Holidays to which all Regular Full-Time Employees, Temporary Full-Time Employees and Regular Part-Time Employees, qualifying for same, shall be entitled with pay:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any Government of Canada, Province of B.C. or City of White Rock Proclamation Holiday.

For the purpose of this Article, all new employees hired by the Corporation shall have worked for the Corporation at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to the General Holiday.

#### 11.3 Pay for Hours Worked on General Holidays

An employee who is required to work on a General Holiday as defined in this Article shall be paid the employee's regular pay for the holiday plus time and one-half the employee's regular hourly rate for the hours worked on the holiday.

An employee who is required to work on a General Holiday shall elect at the time of working on such holiday whether to be paid for the time worked or instead to receive compensating time off in lieu. An employee who elects to receive compensating time off, shall be credited with compensating time off equivalent to the number of hours which the employee would have been paid for the time worked, and, subject to an employee's request to be granted compensating time off being approved by the department head (or delegate), such employee shall be granted any portion of the

compensating time off at the pay rate in effect at the time the holiday in question was worked. All compensating time off credited during a particular calendar year but which has not been granted to an employee by December 31st of the current year shall be paid in cash at that time at the pay rate in effect at the time the holiday in question was worked.

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

## 12. BENEFITS

### 12.1 Medical, Dental and Extended Health Plans

**Effective 2007 September 06**, all employees now included in the Medical, Extended Health, and Dental Plans and all future Regular Full-Time Employees shall, subject to the provisions of the Plans, participate in the Medical, Extended Health **and Dental** Plans on the first day of the month following **the date of hire**. All Temporary Full-Time Employees shall, upon the completion of six (6) months' continuous service, participate in the Medical and Extended Health Plans and, upon the completion of twelve (12) months' continuous service, participate in the Dental Plan. The premiums shall be paid sixty percent (60%) **(effective 2008 January 01, sixty-five percent (65%); effective 2009 January 01, seventy percent (70%))** by the Corporation and forty percent (40%) **(effective 2008 January 01, thirty-five percent (35%); effective 2009 January 01, thirty percent (30%))** by the participating employees.

The Extended Health Plan has an annual deductible of \$100.00, a lifetime maximum of \$1,000,000 per person and includes, among other benefits, coverage for:

- (1) eye exams to a maximum payable of \$75.00 **(effective 2007 September 06, \$100.00)** per person every two (2) years;
- (2) vision care with a maximum payable of **\$250.00** per person (effective **2007 September 06, \$350.00**) in a twenty-four (24) month period;
- (3) hearing aids, diabetic equipment and supplies, orthopedic shoes, ostomy and clinical psychologist;

all subject to the provisions of the Plan.

An employee who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.

### 12.2 Group Life Insurance

- (a) **Effective 2007 September 06**, all employees now included in the Group Life Insurance Plan and all future Regular Full-Time Employees, without exception,

shall participate in the Group Life Insurance Plan carried by the Corporation, which shall include dismemberment coverage, on the first day of the month following **the date of hire**. All Temporary Full-Time Employees shall, upon the completion of twelve (12) months' continuous service, participate in the Group Life Insurance Plan. Coverage shall be equal, to the nearest \$1,000.00, to one and one-half (1½) times an employee's annual earnings. The premiums shall be paid sixty percent (60%) **(effective 2008 January 01, sixty-five percent (65%); effective 2009 January 01, seventy percent (70%))** by the Corporation and forty percent (40%) **(effective 2008 January 01, thirty-five percent (35%); effective 2009 January 01, thirty percent (30%))** by the participating employees.

**(b) Optional Group Life Insurance**

**Effective 2007 September 06:**

**Subject to the provisions of the Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000) up to a maximum of two hundred and fifty thousand dollars (\$250,000). The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.**

12.3 Sick Benefits

The following sick benefits shall apply to all Regular Full-Time Employees, Temporary Full-Time Employees and Regular Part-Time Employees of the Corporation:

- (a) No sick leave with pay shall be granted except after three (3) months' continuous service for Regular Full-Time Employees and after six (6) months' continuous service for Temporary Full-Time Employees.
- (b) Sick leave of one and one-half (1½) working days shall be credited for each completed month, commencing with the completion of the first three (3) or six (6) months of service as per paragraph (a), at which date the appropriate four and one-half (4½) or nine (9) working days' credit shall be given.
- (c) Sick leave for Regular Part-Time Employees, after six (6) months' service, shall be in the same proportions as the time worked.
- (d) When sick leave is earned for a period of less than six (6) months, a month shall be equivalent to a credit of one and one-half (1½) days and no credit shall be given for part of a month.
- (e) Sick leave shall be accumulated to a maximum of one hundred and twenty (120) working days.
- (f) A deduction shall be made from accumulated sick leave credit of all working days absent with pay due to illness, except those resulting from an accident on the job for which the employee is covered by **WorkSafeBC**.

- (g) Sick leave credits at a given date shall be the accumulated credit at the last completed month, less any sick leave, with pay, taken subsequent to that date.
- (h) Any employee requesting sick leave with pay may be required to produce satisfactory proof that the employee is unable to carry out the employee's duties due to illness.
- (i) Full sick leave credit will be given for absence in the following circumstances:
  - (a) Accident on the job (**WorkSafeBC claim**);
  - (b) Leave due to illness, with or without pay;
  - (c) Leave for active service in the Armed Forces.
- (j) No credit will be given in the following circumstances:
  - (a) Leave without pay for reason other than illness;
  - (b) Suspension without pay.

#### 12.4 Sick Leave Reimbursement

An employee who has received sick leave benefits for injuries caused by a third party shall be obliged, in the event such employee undertakes an action for recovery of damages against the third party, to seek recovery of the total cost of wages and benefits paid to the employee while on sick leave. The employee shall be obliged to reimburse the Employer to the extent the employee succeeded in recovering such wages and benefits, including interest on wages lost. The Employer agrees to reimburse all sick leave and affected benefits to the fullest extent that such recovered funds will allow. This provision includes claims made to ICBC.

In making a claim to the Court, the employee or his representative shall request the presiding judge, or judge and jury, to specify the amount of any award which is attributable to the recovery of the cost of wages, benefits and interest. In the case of an out-of-Court settlement a separate amount attributable to the recovery of the cost of wages, benefits and interest will also be specified.

#### 12.5 Gratuity

The following provisions shall apply to Regular Full-Time Employees and Temporary Full-Time Employees:

- (a) A credit of three (3) working days per annum shall be given for each year of service, or, for part of a year, a credit of one (1) day for each four (4) months of service, which may be accumulated to a maximum of ninety (90) working days.
- (b) A deduction shall be made from the current year's gratuity credits for all days absent on sick leave with pay, except that such deductions shall not exceed one (1) working day in each four (4) month segment of the calendar year. The total gratuity credited to each employee at December 31st of each calendar year will remain to such employee's credit regardless of time lost in any subsequent year through illness or other reason.

- (c) New Regular Full-Time Employees shall commence accumulating from the effective date of employment with the Corporation, but shall receive no credits until the completion of four (4) months' service. New Temporary Full-Time Employees shall commence accumulating from the effective date of employment with the Corporation, but shall receive no credits until the completion of six (6) months' continuous service.
- (d) The earned gratuity will be paid when an employee leaves the service provided the employee has completed at least three (3) years' service with the Corporation.

#### 12.6 WorkSafeBC

Any Regular Full-Time Employee or Regular Part-Time Employee who has completed six (6) calendar months of service and whose claim for **WorkSafeBC** temporary disability benefits is accepted by **WorkSafeBC**, shall assign all monies received from **WorkSafeBC** to the Corporation and the Corporation shall pay the employee's approximate net salary. In the event **WorkSafeBC** rejects a claim, or during a period of **WorkSafeBC** delay prior to accepting one, the Corporation will pay full regular salary to the employee for as long a period as the employee has sick leave, gratuity, vacation and overtime credits. Where **WorkSafeBC** subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the claim.

#### 12.7 Pension

All eligible employees shall be covered by the Municipal Pension Plan in accordance with the Rules made under the authority of the Public Sector Pension Plans Act.

#### 12.8 Education Allowance

The Corporation shall reimburse employees for the full cost of any course of instruction taken by employees to better qualify themselves to perform their job. The cost of these courses of instruction, which must be approved by the City **Manager**, will be reimbursed through the payment of fifty percent (50%) of the cost upon enrollment of the employee in such approved course, with the remaining fifty percent (50%) of the cost being paid upon successful completion of such course.

#### 12.9 Employee-Owned Tools

The Corporation shall insure, or otherwise replace, employee-owned tools used in the service of the Corporation when such tools have been lost, stolen or destroyed while utilized for the purposes of the Corporation, provided the use of such tools for the purposes of the Corporation has been authorized by the Division Head.

#### 12.10 Protective Clothing

- (a) Garbage Collection employees, Sewer Crew employees working with live sewage, Arena employees and Mechanics will be provided with coveralls and laundry service for same by the Corporation.

- (b) Employees will be provided with hard hats by the Corporation and they must sign an acknowledgement of receipt of same.
- (c) Employees will be provided, as required by **WorkSafeBC**, with protective goggles (face shields), rubber gloves, steel toe caps, protective hearing ear muffs and reflective vests and they must sign an acknowledgement of receipt of same.

#### 12.11 Mileage

##### **Effective 2007 September 06:**

**Employees who are authorized to use their own vehicle to conduct business on behalf of the Corporation shall be paid fifty cents (50¢) per kilometer. Beginning in 2008, the Corporation shall amend the rate on January 1<sup>st</sup> of each year in accordance with the Canada Revenue Agency non-taxable rate per kilometer.**

#### 12.12 Regular Part-Time and Casual Employees' Benefits

Regular Part-Time and Casual Employees shall be paid an amount equal to eight percent (8%) of their regular straight-time earnings in lieu of all benefits provided for in this Collective Agreement except those benefits that are specifically identified as being applicable to Regular Part-Time Employees. Employees shall receive such payment with their bi-weekly pay cheques.

#### 12.13 Benefit Administration

The Union recognizes that the Corporation has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

### 13. LEAVES OF ABSENCE

#### 13.1 General Leave

Employees desiring leave of absence for any reason, with or without pay, shall submit an application for such leave to the Division Head, in writing where practicable. The Division Head shall take up the matter with the City **Manager**, who shall make the decision based on the circumstances and merits of each application. The City **Manager's** decision shall be final and binding.

#### 13.2 Union Leave

- (a) Leave of absence without pay shall be granted to official representatives of the Union to attend Union Conventions or perform any other function on behalf of the Union, provided not more than three (3) Union representatives shall be away at any one time, and provided that such leave does not interfere with the efficient operation of the Corporation. Such leave shall not be unreasonably withheld. Such leave will not constitute a break in service for the calculation of seniority, sick leave credits or any other benefit based on length of service.

- (b) It is agreed that any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority by the Corporation for a period of up to one (1) year and such leave may be extended each year on request during the employee's term of office.
- (c) With respect to any leave of absence granted without pay, the Corporation shall continue to pay each representative's regular wage or salary and shall render an account to the Union for the representative's regular wage or salary plus an additional amount to offset the costs of benefits paid by the Corporation while representatives are on leave of absence. The additional amount is intended to reflect Corporation costs associated with vacation, general holidays, sick leave, **WorkSafeBC**, Canada Pension Plan, Unemployment Insurance, Group Life Insurance, Medical Services Plan, Extended Health, Dental, and Municipal Superannuation. The Union shall reimburse the Corporation to the amount rendered within sixty (60) days.
- (d) Representatives of the Union who meet with representatives of the Corporation during working hours at Labour Management meetings, grievance meetings and other matters arising from the Collective Agreement, except negotiation meetings and Arbitration Hearings, will do so without loss of pay, seniority or benefits.

### 13.3 Bereavement Leave

Leave of absence without loss of pay for a maximum period of three (3) working days shall be granted to an employee in the event of a death of a member of the employee's family. The family being defined as: spouse, child, father, father-in-law, mother, mother-in-law, sister, brother, sister-in-law, brother-in-law, grandparents, grandchildren or ward. Temporary Full-Time Employees shall be eligible for the provisions of this Article upon the completion of twelve (12) months' continuous service. **Effective 2007 September 06, an employee who qualifies for bereavement leave who is required to travel outside the Province of British Columbia may be granted additional leave without loss of pay not to exceed two (2) working days.**

### 13.4 Jury/Witness Leave

Employees who are required to serve as jurors or who are subpoenaed as a witness shall be granted leave of absence with pay for this purpose, and employees shall pay to the Corporation all money received for jury or witness duty. Such leave will not constitute a break in service for the calculation of seniority, sick leave credits or any other benefit based on length of service. Upon completion of jury or witness service, such employee shall present to the Corporation a satisfactory certificate showing the period of such service. Temporary Full-Time Employees shall be eligible for the provisions of this Article upon the completion of twelve (12) months' continuous service.

For the purposes of this Article "subpoenaed as a witness" shall apply only to the court system and shall not include Arbitration, Labour Board, **WorkSafeBC** or related

tribunals, or situations where an employee's private affairs have occasioned a court appearance.

### 13.5 Maternity and Parental Leave

#### (a) Length of Leave

##### Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

##### Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

##### Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed fifty-two (52) consecutive weeks following the commencement of the leave.

#### (b) Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or

parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)

- (3) The Corporation may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases, the employee's previously scheduled leave period will not be affected.
- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

(c) Return to Work

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

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified the Corporation of the intention to return to work pursuant to paragraph (b)(5) and who subsequently suffers any illness or disability which prevents the employee from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which such employee would otherwise have returned to work.

(e) Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay the employee's share of the benefit premiums for that period where the premiums are cost-shared. Where

an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.

- (2) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Pension (Municipal) Act.

(f) Supplementary Employment Insurance Benefits

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
  - (a) for the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
  - (b) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

14. POSTING OF VACANCIES AND NEW POSITIONS

- (a) The Corporation agrees that before permanently filling any vacant or new regular full-time or regular part-time position, notice of such vacancy shall be posted for five (5) working days. In the event that two (2) or more applicants are equally qualified and capable of filling a position, preference shall be given to the applicant with the most seniority. All decisions relating to the job posting shall be made within thirty (30) working days of the job posting date.

Should a successful applicant not be found from within the bargaining unit, the position will be advertised publicly.

It is mutually agreed that a position coming open within the Corporation may be filled temporarily at the discretion of the Corporation during the above thirty (30) working day period.

- (b) The procedure in Article 14(a) shall apply to temporary full-time positions which are expected to exceed six (6) months' duration.

Where a Regular Full-Time Employee or Regular Part-Time Employee is appointed to a temporary full-time position, the employee shall be returned to a position of equal value to the employee's former position without loss of seniority when the temporary work is completed.

Temporary full-time positions not previously posted and filled by Temporary Full-Time Employees shall be examined at the end of six (6) months to ascertain whether permanency is indicated, in which case the position shall be posted in the usual way.

- (c) Notwithstanding the foregoing, the Corporation is not obligated to fill any vacancy.
- (d) An employee may apply to their Division Head for transfer from one Division to another. No employee shall be transferred without due regard to seniority and no loss of seniority to the employee will result from such transfer.
- (e) In-Service Probation Period

Upon promotion or transfer, an employee shall serve an in-service probation period of up to three (3) months in the new position before being confirmed in the appointment. If the appointment is not confirmed, the Corporation shall revert the employee to the employee's previous position or to a position of equal value for which the employee is qualified.

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

15. SENIORITY, LAYOFF AND RECALL

- (a) Seniority for Regular Full-Time Employees and Regular Part-Time Employees shall be defined as length of continuous service with the Corporation; sick leave, illness, injury, layoff, or approved leave of absence shall not be considered as an interruption of such service.
- (b) In the event of layoff, the employees within each Division i.e., the Inside Division, the Engineering Division (Public Works Department and Sewer Department) and the Parks and Recreation Division, (Parks Department and Recreation Department), with the least seniority shall be first laid off, provided however, that employees with special skills or qualifications may be retained to fill positions requiring such special skills regardless of length of service.

Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Corporation, the Corporation shall notify all Regular Full-Time Employees and Regular Part-Time Employees who have completed their probationary period who are to be laid off at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, the employee shall be paid for those days for which work was not made available.

Employees who have been laid off shall be recalled to work in the reverse order of their layoff from their respective Division provided they are qualified to perform the available work. Alternatively, employees on layoff shall be afforded the first opportunity to work in any other Division, provided however, that the employee possesses the necessary skills for, and is capable of performing the work which may be available. In the event of recall, the Corporation shall send laid-off employees a registered letter or a telegram forwarded to the last address furnished by the laid-off employee. Employees shall notify the Corporation in writing of their intention to return to employment within seventy-two (72) hours of delivery of the notification and shall report for work within five (5) days of their written acceptance of recall.

- (c) Employees who are laid off after less than one (1) year's service with the Corporation shall retain their seniority for a period of six (6) months, and employees who are laid off after one (1) year of service with the Corporation shall retain their seniority for a period of one (1) year. Employees hired on or after 1992 April 27 shall retain their seniority for a period of six (6) months following a layoff.
- (d) Employees who have voluntarily left the service of the Corporation or who have been discharged for proper cause shall lose their seniority and be deprived of any further rights under this Collective Agreement.
- (e) The Corporation shall provide the Union with an up-to-date seniority list no later than March 31<sup>st</sup> each year.

16. GRIEVANCE

In the event that any difference arises out of the interpretation, application, operation, or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether any matter is arbitrable, such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

- (a) Such difference or grievance shall first be reduced to writing and taken up by the employee and a representative of the Union with the employee's **Department** Head and the **Director** of Human Resources, within ten (10) calendar days of such difference or grievance arising.
- (b) If such difference or grievance is not settled within five (5) calendar days, the grievance shall be submitted by the Union to the City **Manager**.
- (c) The City **Manager** shall meet and discuss the matter with the grievor and the Union within ten (10) calendar days of receipt of the grievance.
- (d) Should the City **Manager** be unable to effect a settlement within ten (10) calendar days of the meeting pursuant to step (c), either party may, within a further five (5) calendar days, submit the grievance to a Board of Arbitration of three (3) persons, one (1) of whom shall be appointed by the Corporation and one (1) by the Union. Such appointments shall be made within ten (10) calendar days of the date the matter is referred to Arbitration and the third member shall be appointed within ten (10) calendar days by the two (2) members so appointed and shall be Chairperson. Should the members appointed by the parties fail to agree on a Chairperson within the said ten (10) calendar days, the said Chairperson shall be appointed by the Minister of Labour of the Province of British Columbia. The provisions of the Labour Relations Code shall govern such decision of the Board. The majority decision of the Board shall be final and binding on both parties and each party shall bear the expense of their Arbitrator and pay half of the expenses of the Chairperson.
- (e) In the event the Board of Arbitration finds that an employee has been dismissed or suspended for other than proper cause, the Board of Arbitration may direct the Corporation to reinstate the employee and pay to the employee a sum equal to the wages or salary lost by reason of such suspension or discharge or such lesser sum as in the opinion of the 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.
- (f) Where a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties.
- (g) Grievances dealing with dismissal or termination shall start at the City **Manager** step in the Grievance Procedure.

**17. POST SECONDARY CO-OP PROGRAM EMPLOYMENT**

**Effective 2007 September 06:**

- (a) The Corporation and the Union agree to cooperate to create temporary employment opportunities under Post-Secondary Co-Op programs. The Collective Agreement posting, filling vacancies and selection process provisions shall not apply to these temporary employment opportunities.**
- (b) Post-Secondary Co-Op students shall be paid no less than seventy-five percent (75%) of step one of the rate of pay for the classification they are nominally assigned to but in no case shall a Co-Op program student be paid less than step one of Pay Grade 13.**
- (c) Employees covered by this Article shall not be entitled to any benefits or paid time off provisions provided by the Collective Agreement. They shall receive six percent (6%) vacation pay which shall be paid each pay day.**
- (d) Employees covered by this Article shall not accumulate any seniority, length of service or bidding rights or be granted any credit for time worked if they obtain a regular position.**

**18. ADVERSE REPORTS**

Adverse Reports on employees shall be submitted to them in writing within ten (10) days of the reported incident and a copy shall also be forwarded to the Union. The employee may write an objection to the complaint, this objection to be filed with the Adverse Report.

**19. PICKET LINES**

Employees shall not be required to cross any legal picket line established at any location as a result of any legal strike.

**20. LABOURER CLASSIFICATION**

A new employee hiring on with the Engineering Division or the Parks and Recreation Division shall have a probationary period of six (6) months under the classification of Labourer I. Upon satisfactory completion of the six (6) month probationary period, the employee will be reclassified from Labourer I to Labourer II. The employee will be employed as a Labourer II for one year before a recommendation may be submitted for classification to Labourer III. These time periods must be considered part of the criteria for Labourer III classification; however, they are subject to waiver in light of exceptional performance by an employee.

To qualify for classification to Labourer III in the Engineering Division, an employee must possess five of the seven skills listed hereunder:

- be capable of working on small projects without direct supervision;
- be capable of operating small equipment, i.e. power chain saw, generator, tile saw, etc.;
- have acquired the skills and knowledge to operate a compressor and a jack-hammer;
- have acquired the skills and knowledge to operate a pump;
- have acquired the skills and knowledge to act as a utility maintenance man in painting, plumbing and carpentry;
- have acquired the skills and knowledge in finishing cement, laying brick and cement block grouting and concrete making;
- be capable of laying pipe.

To qualify for classification to Labourer III in the Parks and Recreation Division, an employee must possess the skills listed hereunder:

- be capable of working on job areas without direct supervision;
- be capable of operating small equipment, i.e., edgers, chain saws, weed eaters, etc.;
- have acquired the skills and knowledge to operate the road licenced lawn mower;
- have acquired the skills and knowledge in the treatment of plants and plant material, i.e. pruning and fertilizing procedures.

#### 21. LABOUR/MANAGEMENT COMMITTEE

A Labour/Management Committee shall be established for the purposes of addressing matters of mutual concern.

#### 22. OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

An Occupational Health and Safety Committee shall be established consisting of three (3) representatives of the Corporation and three (3) representatives of the Union. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the **Director of Human Resources**.

23. RIGHTS OF MANAGEMENT

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

24. SEXUAL HARASSMENT

The Employer and the Union agree that sexual harassment shall not be tolerated in the workplace.

25. SCHEDULES

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the **dates below.**

SIGNED ON BEHALF OF THE CORPORATION OF THE CITY OF WHITE ROCK:

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-01:

\_\_\_\_\_  
"Catherine Ferguson"  
MAYOR

\_\_\_\_\_  
"Mike Guraliuk"  
CHAIRPERSON

\_\_\_\_\_  
"Peggy Clark"  
CITY MANAGER

\_\_\_\_\_  
"Laurie Larsen"  
REPRESENTATIVE OF LOCAL 402

\_\_\_\_\_  
Oct. 5/09  
Date Signed

\_\_\_\_\_  
Sept. 30, 2009  
Date Signed

SCHEDULE "A"

## SALARY AND WAGE SCHEDULE

BETWEEN

THE CITY OF WHITE ROCK

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-01INSIDE POSITIONS - PAY RATES

**Key:** A = 2007 January 01 – December 31  
 B = 2008 January 01 – December 31  
 C = 2009 January 01 – **December 31**  
 D = 2010 **January 01** – December 31  
 E = 2011 **January 01** – **December 31**

<u>Class Title</u>	<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<b>Accounting Clerk</b>	<b>18</b>	A	21.60	22.51	23.44	24.41	25.42
		B	22.25	23.19	24.14	25.14	26.18
		C	23.03	24.00	24.98	26.02	27.10
		D	23.95	24.96	25.98	27.06	28.18
		E	24.91	25.96	27.02	28.14	29.31
Accounts Payable Clerk	14	A	18.42	19.15	19.95	20.78	21.60
		B	18.97	19.72	20.55	21.40	22.25
		C	19.63	20.41	21.27	22.15	23.03
		D	20.42	21.23	22.12	23.04	23.95
		E	21.24	22.08	23.00	23.96	24.91
Administrative Assistant - Operations**	19	A	22.51	23.44	24.41	25.42	26.48
		B	23.19	24.14	25.14	26.18	27.27
		C	24.00	24.98	26.02	27.10	28.22
		D	24.96	25.98	27.06	28.18	29.35
		E	25.96	27.02	28.14	29.31	30.52
Clerk-Typist 2	13	A	17.73	18.42	19.15	19.95	20.78
		B	18.26	18.97	19.72	20.55	21.40
		C	18.90	19.63	20.41	21.27	22.15
		D	19.66	20.42	21.23	22.12	23.04
		E	20.45	21.24	22.08	23.00	23.96

SCHEDULE "A" (cont'd)

Page 2

Key: A = 2007 January 01 – December 31  
 B = 2008 January 01 – December 31  
 C = 2009 January 01 – **December 31**  
 D = 2010 January 01 – December 31  
 E = **2011 January 01 to December 31**

<u>Class Title</u>	<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Clerk - Licenses	14	A	18.42	19.15	19.95	20.78	21.60
		B	18.97	19.72	20.55	21.40	22.25
		C	19.63	20.41	21.27	22.15	23.03
		D	20.42	21.23	22.12	23.04	23.95
		E	21.24	22.08	23.00	23.96	24.91
Clerk-Typist 3	15	A	19.15	19.95	20.78	21.60	22.51
		B	19.72	20.55	21.40	22.25	23.19
		C	20.41	21.27	22.15	23.03	24.00
		D	21.23	22.12	23.04	23.95	24.96
		E	22.08	23.00	23.96	24.91	25.96
Communications Operator Police	19	A	22.51	23.44	24.41	25.42	26.48
		B	23.19	24.14	25.14	26.18	27.27
		C	24.00	24.98	26.02	27.10	28.22
		D	24.96	25.98	27.06	28.18	29.35
		E	25.96	27.02	28.14	29.31	30.52
Custodial Guard	13	A	17.73	18.42	19.15	19.95	20.78
		B	18.26	18.97	19.72	20.55	21.40
		C	18.90	19.63	20.41	21.27	22.15
		D	19.66	20.42	21.23	22.12	23.04
		E	20.45	21.24	22.08	23.00	23.96
Data Entry Clerk	13	A	17.73	18.42	19.15	19.95	20.78
		B	18.26	18.97	19.72	20.55	21.40
		C	18.90	19.63	20.41	21.27	22.15
		D	19.66	20.42	21.23	22.12	23.04
		E	20.45	21.24	22.08	23.00	23.96
<b>Engineering Technologist**</b>	<b>25</b>	A	28.74	29.94	31.23	32.57	33.92
		B	29.60	30.84	32.17	33.55	34.94
		C	30.64	31.92	33.30	34.72	36.16
		D	31.87	33.20	34.63	36.11	37.61
		E	33.14	34.53	36.02	37.55	39.11

SCHEDULE "A" (cont'd)

Key: A = 2007 January 01 – December 31  
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<u>Class Title</u>	<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<b>Exhibit Custodian/Clerical Assistant - RCMP</b>	17	A	20.78	21.60	22.51	23.44	24.41
		B	21.40	22.25	23.19	24.14	25.14
		C	22.15	23.03	24.00	24.98	26.02
		D	23.04	23.95	24.96	25.98	27.06
		E	23.96	24.91	25.96	27.02	28.14
GIS Specialist	25	A	28.74	29.94	31.23	32.57	33.92
		B	29.60	30.84	32.17	33.55	34.94
		C	30.64	31.92	33.30	34.72	36.16
		D	31.87	33.20	34.63	36.11	37.61
		E	33.14	34.53	36.02	37.55	39.11
<b>GIS &amp; Web Technician</b>	<b>24</b>	A	27.59	28.74	29.94	31.23	32.57
		B	28.42	29.60	30.84	32.17	33.55
		C	29.41	30.64	31.92	33.30	34.72
		D	30.59	31.87	33.20	34.63	36.11
		E	31.81	33.14	34.53	36.02	37.55
<b>Information Technology Support Specialist</b>	<b>24</b>	A	27.59	28.74	29.94	31.23	32.57
		B	28.42	29.60	30.84	32.17	33.55
		C	29.41	30.64	31.92	33.30	34.72
		D	30.59	31.87	33.20	34.63	36.11
		E	31.81	33.14	34.53	36.02	37.55
Junior Mapping Technician	19	A	22.51	23.44	24.41	25.42	26.48
		B	23.19	24.14	25.14	26.18	27.27
		C	24.00	24.98	26.02	27.10	28.22
		D	24.96	25.98	27.06	28.18	29.35
		E	25.96	27.02	28.14	29.31	30.52
Network Analyst	28	A	32.57	33.92	35.37	36.92	38.48
		B	33.55	34.94	36.43	38.03	39.63
		C	34.72	36.16	37.71	39.36	41.02
		D	36.11	37.61	39.22	40.93	42.66
		E	37.55	39.11	40.79	42.57	44.37

SCHEDULE "A" (cont'd)

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 E = 2011 January 01 to December 31

<u>Class Title</u>	<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<b>Pay Parking Manager</b>	<b>21</b>	A	24.41	25.42	26.48	27.59	28.74
		B	25.14	26.18	27.27	28.42	29.60
		C	26.02	27.10	28.22	29.41	30.64
		D	27.06	28.18	29.35	30.59	31.87
		E	28.14	29.31	30.52	31.81	33.14
<b>Payroll Technician</b>	<b>18</b>	A	21.60	22.51	23.44	24.41	25.42
		B	22.25	23.19	24.14	25.14	26.18
		C	23.03	24.00	24.98	26.02	27.10
		D	23.95	24.96	25.98	27.06	28.18
		E	24.91	25.96	27.02	28.14	29.31
<b>Physical Plant Maintenance Coordinator*</b>	<b>25</b>	A	28.74	29.94	31.23	32.57	33.92
		B	29.60	30.84	32.17	33.55	34.94
		C	30.64	31.92	33.30	34.72	36.16
		D	31.87	33.20	34.63	36.11	37.61
		E	33.14	34.53	36.02	37.55	39.11
<b>Plan Checking Clerk</b>	<b>20</b>	A	23.44	24.41	25.42	26.48	27.59
		B	24.14	25.14	26.18	27.27	28.42
		C	24.98	26.02	27.10	28.22	29.41
		D	25.98	27.06	28.18	29.35	30.59
		E	27.02	28.14	29.31	30.52	31.81
<b>Planner</b>	<b>28</b>	A	32.57	33.92	35.37	36.92	38.48
		B	33.55	34.94	36.43	38.03	39.63
		C	34.72	36.16	37.71	39.36	41.02
		D	36.11	37.61	39.22	40.93	42.66
		E	37.55	39.11	40.79	42.57	44.37
<b>Planning Technician</b>	<b>25</b>	A	28.74	29.94	31.23	32.57	33.92
		B	29.60	30.84	32.17	33.55	34.94
		C	30.64	31.92	33.30	34.72	36.16
		D	31.87	33.20	34.63	36.11	37.61
		E	33.14	34.53	36.02	37.55	39.11

SCHEDULE "A" (cont'd)

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Key: A = 2007 January 01 – December 31  
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 E = **2011 January 01 to December 31**

<u>Class Title</u>	<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Police Clerk	14	A	18.42	19.15	19.95	20.78	21.60
		B	18.97	19.72	20.55	21.40	22.25
		C	19.63	20.41	21.27	22.15	23.03
		D	20.42	21.23	22.12	23.04	23.95
		E	21.24	22.08	23.00	23.96	24.91
Property Tax Clerk	16	A	19.95	20.78	21.60	22.51	23.44
		B	20.55	21.40	22.25	23.19	24.14
		C	21.27	22.15	23.03	24.00	24.98
		D	22.12	23.04	23.95	24.96	25.98
		E	23.00	23.96	24.91	25.96	27.02
<b>Reader/Court Services Clerk</b>	<b>20</b>	A	23.44	24.41	25.42	26.48	27.59
		B	24.14	25.14	26.18	27.27	28.42
		C	24.98	26.02	27.10	28.22	29.41
		D	25.98	27.06	28.18	29.35	30.59
		E	27.02	28.14	29.31	30.52	31.81
Receptionist – Clerk-Typist	13	A	17.73	18.42	19.15	19.95	20.78
		B	18.26	18.97	19.72	20.55	21.40
		C	18.90	19.63	20.41	21.27	22.15
		D	19.66	20.42	21.23	22.12	23.04
		E	20.45	21.24	22.08	23.00	23.96
Recreation Facility Attendant	12	A	17.02	17.73	18.42	19.15	19.95
		B	17.53	18.26	18.97	19.72	20.55
		C	18.14	18.90	19.63	20.41	21.27
		D	18.87	19.66	20.42	21.23	22.12
		E	19.62	20.45	21.24	22.08	23.00
<b>Recreation Facility Clerk</b>	<b>14</b>	A	18.42	19.15	19.95	20.78	21.60
		B	18.97	19.72	20.55	21.40	22.25
		C	19.63	20.41	21.27	22.15	23.03
		D	20.42	21.23	22.12	23.04	23.95
		E	21.24	22.08	23.00	23.96	24.91

SCHEDULE "A" (cont'd)

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<u>Class Title</u>	<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Recreation Programmer	20	A	23.44	24.41	25.42	26.48	27.59
		B	24.14	25.14	26.18	27.27	28.42
		C	24.98	26.02	27.10	28.22	29.41
		D	25.98	27.06	28.18	29.35	30.59
		E	27.02	28.14	29.31	30.52	31.81
Secretary – Permits & Licenses	15	A	19.15	19.95	20.78	21.60	22.51
		B	19.72	20.55	21.40	22.25	23.19
		C	20.41	21.27	22.15	23.03	24.00
		D	21.23	22.12	23.04	23.95	24.96
		E	22.08	23.00	23.96	24.91	25.96
<b>Technical Assistant</b>	<b>19</b>	A	22.51	23.44	24.41	25.42	26.48
		B	23.19	24.14	25.14	26.18	27.27
		C	24.00	24.98	26.02	27.10	28.22
		D	24.96	25.98	27.06	28.18	29.35
		E	25.96	27.02	28.14	29.31	30.52
Technical Support Specialist	21	A	24.41	25.42	26.48	27.59	28.74
		B	25.14	26.18	27.27	28.42	29.60
		C	26.02	27.10	28.22	29.41	30.64
		D	27.06	28.18	29.35	30.59	31.87
		E	28.14	29.31	30.52	31.81	33.14
Telephone Operator - Receptionist	12	A	17.02	17.73	18.42	19.15	19.95
		B	17.53	18.26	18.97	19.72	20.55
		C	18.14	18.90	19.63	20.41	21.27
		D	18.87	19.66	20.42	21.23	22.12
		E	19.62	20.45	21.24	22.08	23.00
Victim Services Coordinator	<b>23</b>	A	26.48	27.59	28.74	29.94	31.23
		B	27.27	28.42	29.60	30.84	32.17
		C	28.22	29.41	30.64	31.92	33.30
		D	29.35	30.59	31.87	33.20	34.63
		E	30.52	31.81	33.14	34.53	36.02

SCHEDULE "A" (cont'd)

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<u>Class Title</u>	<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<b>Volunteer Program Coordinator - RCMP</b>	<b>18</b>	A	21.60	22.51	23.44	24.41	25.42
		B	22.25	23.19	24.14	25.14	26.18
		C	23.03	24.00	24.98	26.02	27.10
		D	23.95	24.96	25.98	27.06	28.18
		E	24.91	25.96	27.02	28.14	29.31

NOTES:

\* Eligibility for advancement from one step to the next (increment) shall be based on the satisfactory completion of the following time periods:

Pay Grades 9 to 14: 6 months eligibility to move from steps 1 to 2 and 2 to 3; thereafter 12 months eligibility.

Pay Grade 15: 6 months eligibility to move from step 1 to step 2; thereafter 12 months eligibility.

Pay Grade 16 and above: 12 months eligibility.

\*\* Employees in these classes work a forty hour week.

Where employees have a normal work week that is different than thirty-five (35) hours per week, they shall be paid their hourly rate multiplied by the number of hours worked.

SALARY AND WAGE SCHEDULE  
BETWEEN  
THE CITY OF WHITE ROCK  
and  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-01

OUTSIDE POSITIONS - HOURLY RATES

<u>Class Title</u>	<u>2007 Jan. 01</u>	<u>2007 Sept. 06</u>	<u>2008 Jan. 01</u>	<u>2009 Jan. 01</u>	<u>2010 Jan. 01</u>	<u>2011 Jan. 01</u>
Garage Manager - <b>Step 1</b>	\$29.57	\$30.57	\$31.49	\$32.59	\$33.89	\$35.25
- <b>Step 2</b>	30.49	31.49	32.43	33.57	34.91	36.31
- <b>Step 3</b>	31.33	32.33	33.30	34.47	35.85	37.28
Parks Foreman	27.97		28.81	29.82	31.01	32.25
Public Works Foreman	27.97		28.81	29.82	31.01	32.25
Public Works Inspector	27.97		28.81	29.82	31.01	32.25
Sub-Foreman	23.82		24.53	25.39	26.41	27.47
Mechanic	27.95	28.95	29.82	30.86	32.09	33.37
Facility Maintenance Worker	27.96		28.80	29.81	31.00	32.24
Irrigation Systems Worker	23.82		24.53	25.39	26.41	27.47
O/H Compactor Operator	23.63		24.34	25.19	26.20	27.25
Backhoe Operator	24.52		25.26	26.14	27.19	28.28
Driver/Swamper	23.15		23.84	24.67	25.66	26.69
Tandem Truck Driver	23.37		24.07	24.91	25.91	26.95
Heavy Duty Driver	22.41		23.08	23.89	24.85	25.84
<b>Gardener</b>	26.23		27.02	27.97	29.09	30.25
Utility Carpenter	26.23		27.02	27.97	29.09	30.25
Equipment Operator	23.29		23.99	24.83	25.82	26.85
Park Equipment Operator	22.41		23.08	23.89	24.85	25.84
Lift Truck Operator	22.34		23.01	23.82	24.77	25.76
Building Maintenance Worker	23.83		24.54	25.40	26.42	27.48
Icemaker/Maintenance Worker	22.13		22.79	23.59	24.53	25.51
<b>Parks Utility Worker</b>	22.91		23.60	24.43	25.41	26.43
<b>Lead Hand – Parks</b>	23.33		24.03	24.87	25.86	26.89
<b>Tree Pruner</b>	22.64		23.32	24.14	25.11	26.11
Labourer III	21.93		22.59	23.38	24.32	25.29
Labourer II (per schedule)	21.71		22.36	23.14	24.07	25.03
Labourer I (6 months)	21.47		22.11	22.88	23.80	24.75
Mechanic – Small Equipment	23.91		24.63	25.49	26.51	27.57
Tradesman I - Mechanic	24.72		25.46	26.35	27.40	28.50
Recycling Agent	23.55		24.26	25.11	26.11	27.15
Recycling Collector	23.15		23.84	24.67	25.66	26.69

SCHEDULE "A" (cont'd)

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<u>Class Title</u>	<u>2007 Jan. 01</u>	<u>2007 Sept. 06</u>	<u>2008 Jan. 01</u>	<u>2009 Jan. 01</u>	<u>2010 Jan. 01</u>	<u>2011 Jan. 01</u>
<b>Recreation Centre Operations Coordinator</b>	25.89		26.67	27.60	28.70	29.85
Skate Attendants	14.65		15.09	15.62	16.24	16.89
Concession Attendants	14.65		15.09	15.62	16.24	16.89

SCHEDULE "B"LOCAL BENEFITS COMMITTEE

The Employer and the Union agree to establish a Joint Benefits Committee consisting of not more than three (3) representatives of the Union and three (3) representatives of the Employer (including a representative of the GVRD Labour Relations Department). **The Committee will meet within thirty (30) days of a written request for a meeting from the Union.**

The Committee shall meet as often as necessary to study, review and discuss potential changes to Health and Welfare Benefits, Sick Leave Plans, and Long Term Disability. It is understood by both parties that any restructuring of benefits is to be done on a cost-neutral basis.

The Committee shall report its findings and recommendations by 2008 December 31 to their respective principals. Such recommendations may be implemented by mutual agreement of the parties.

SCHEDULE "C"

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF WHITE ROCK  
(hereafter the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-01  
(hereafter the "Union")

**12 HOUR SHIFT - COMMUNICATIONS OPERATORS - POLICE**

The Employer and the Union agree to implement a compressed work week for the class of positions of "Communications Operator - Police" in accordance with the following provisions:

1. Hours of Work

- (a) The work schedule for hours of work shall be based on an average of thirty-five (35) hours per week.
- (b) The work schedule shall be developed on the concept of four (4) days on duty and four (4) days off duty. The hours of work for each shift shall consist of ten (10) hours and thirty (30) minutes. These hours of work shall be inclusive of two paid rest periods totalling forty-five (45) minutes and exclusive of one and one-half (1½) hours for lunch. The standard shift shall be twelve (12) consecutive hours from seven a.m. (7:00 a.m.) to seven p.m. (7:00 p.m.), or seven p.m. (7:00 p.m.) to seven a.m. (7:00 a.m.). It being understood that four (4) adjustment days (additional days off) will be scheduled during every twenty-four week period.

The Employer may change the above shift schedule to provide for either the needs of the public or efficiency of operation. It is mutually agreed between the parties that the Employer will provide the Union with a notice setting forth the intended changes and if the Union so desires, it will, within ten (10) calendar days of such notice, discuss and provide advice to the Employer for consideration.

- (c) Articles 9.2, 9.3, 9.4 and 9.5 of the Collective Agreement shall not apply to employees covered by this Letter of Understanding.

2. Collective Agreement Amendments

- (a) It is agreed that the conversion of fringe benefits from a five day week basis to the concept of four (4) days on duty and four (4) days off duty, shall be made in accordance with the principle that there shall be no additional salary or benefit cost to the Employer and no reduction in the salaries or benefits received by the employees. For example, where the Collective Agreement refers to a number of days it shall be converted to hours by multiplying the number of days by 7 hours in order to calculate the value of the benefit.
- (b) Where a matter is not set out below it shall be resolved by reference to the principle set out in paragraph (a) above:

Articles 10.1 and 10.4--Overtime and Callout

The Collective Agreement reference to "regular shift" shall for the purpose of this Letter of Understanding be interpreted as being "10.5 hours of work" and is exclusive of lunch.

Article 11.1--Vacations

- (1) For the purposes of this Letter of Understanding paid annual vacations for all full-time employees shall be as follows:
- (a) in the first calendar year of service, vacation will be granted on the basis of one-twelfth (1/12th) of **one hundred and five (105)** hours for each month, or portion of a month greater than one-half (½), worked by December 31st;
- (b) one hundred and five (105) hours of annual vacation with pay during the second (2nd) up to and including the seventh (7th) calendar year;
- (c) one hundred and forty (140) hours of annual vacation during the eighth (8th) up to and including the fifteenth (15th) calendar year of service;
- (d) one hundred and seventy-five (175) hours of annual vacation during the sixteenth (16<sup>th</sup>) up to and including the twenty-third (23<sup>rd</sup>) calendar year;
- (e) two hundred and ten (210) hours of annual vacation during the twenty-fourth (24<sup>th</sup>) and all subsequent calendar years of service;
- (f) employees who leave the service of the Corporation shall receive vacation for the calendar year in which termination occurs, on the basis of one-twelfth (1/12th) of their vacation entitlement for that year for each month greater than one-half (½) worked to the date of termination.

PROVIDED THAT

- (1) "Calendar Year" for the purpose of this Agreement shall mean the twelve (12) month period from January 1st to December 31st, inclusive.
  - (2) all annual vacations shall be taken in the year in which they are earned and at such time as may be approved by the **their respective Manager**.
  - (3) employees who are absent for **one hundred and forty (140) or more accumulated working hours** on **WorkSafeBC** shall have their annual vacation entitlement and vacation pay prorated on the basis of the total time absent.
  - (4) in the case of General Holidays falling on or observed on a regular work day while an employee is on annual holiday, the employee shall be granted extra day(s) in lieu of such holiday(s).
  - (5) all employees other than those entitled to an annual percentage of earnings in lieu of vacation, will be paid during their annual vacations at the respective regular or classified rates of pay.
  - (6) in the case of an employee leaving the service of the Corporation, adjustment will be made for any overpayment of vacation.
- (2) All other employees shall receive payment in lieu of vacation. For Regular Part-Time and Casual Employees see Article 12.12.

Article 11.2--General Holidays

For the purposes of this Letter of Understanding all full-time employees, upon qualifying for same, shall be entitled to seven (7) hours' pay for each of the following General Holidays:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any Government of Canada, Province of B.C. or City of White Rock Proclamation Holiday.

For the purpose of this Section, all new employees hired by the Corporation shall have worked for the Corporation at least one hundred and five (105) hours in the thirty (30) calendar day period immediately prior to the General Holiday.

The above named General Holidays shall be observed on the day they actually occur.

The General Holiday entitlement set out above shall be paid as follows:

Employees who are scheduled to and do work on a General Holiday shall be paid seven (7) hours' straight-time pay in addition to their regular pay; employees who do not work on a General Holiday shall be given seven (7) hours' straight-time pay as holiday pay.

Article 12.3--Sick Benefits

For the purpose of this Letter of Understanding the following sick benefits shall apply:

- (a) No sick leave with pay shall be granted except after three (3) months' continuous service for Regular Full-Time Employees and after six (6) months' continuous service for Temporary Full-Time Employees.
- (b) Sick leave of ten and one-half (10½) hours shall be credited for each completed month, commencing with the completion of the first three (3) or six (6) months of service as per paragraph (a), at which date the appropriate thirty-one and one-half (31½) or sixty-three (63) hours' credit shall be given.
- (c) Sick leave for Regular Part-Time Employees, after six (6) months' service, shall be in the same proportions as the time worked.
- (d) When sick leave is earned for a period of less than six (6) months' service, a month shall be equivalent to a credit of ten and one-half (10½) hours and no credit shall be given for part of a month.
- (e) Sick leave shall be accumulated to a maximum of eight hundred and forty (840) hours of pay.
- (f) A deduction shall be made from accumulated sick leave credit of all working days (i.e. ten and one-half (10½) hours) absent with pay due to illness, except those resulting from an accident on the job for which the employee is covered by **WorkSafeBC**.
- (g) Sick leave credits at a given date shall be the accumulated credit at the last completed month, less any sick leave, with pay, taken subsequent to that date.
- (h) Any employee requesting sick leave with pay may be required to produce satisfactory proof that the employee is unable to carry out the employee's duties due to illness.
- (i) Full sick leave credit will be given for absence in the following circumstances:
  - (a) Accident on the job (**WorkSafeBC claim**);
  - (b) Leave due to illness, with or without pay;
  - (c) Leave for active service in the Armed Forces.
- (j) No credit will be given in the following circumstances:

- (a) Leave without pay for reason other than illness;
- (b) Suspension without pay.

#### Article 12.5--Gratuity

For the purposes of this Letter of Understanding:

- (a) A credit of twenty-one (21) hours of pay per annum shall be given for each year of service, or, for part of a year, a credit of seven (7) hours for each four (4) months of service, which may be accumulated to a maximum of six hundred and thirty (630) hours of pay.
- (b) A deduction shall be made from the current year's gratuity credits for all days absent on sick leave with pay, except that such deductions shall not exceed seven (7) hours in each four (4) month segment of the calendar year. The total gratuity credited to each employee at December 31st of each calendar year will remain to such employee's credit regardless of time lost in any subsequent year through illness or other reason.
- (c) New Regular Full-Time Employees shall commence accumulating from the effective date of employment with the Corporation, but shall receive no credits until the completion of four (4) months' service. New Temporary Full-Time Employees shall commence accumulating from the effective date of employment with the Corporation, but shall receive no credits until the completion of six (6) months' continuous service.
- (d) The earned gratuity will be paid when an employee leaves the service provided the employee has completed at least three (3) years' service with the Corporation.

#### Article 13.3--Bereavement Leave

For the purposes of this Letter of Understanding, leave of absence without loss of pay for a maximum period of twenty-one (21) hours shall be granted to an employee in the event of a death of a member of the employee's family. The family being defined as: spouse, child, father, father-in-law, mother, mother-in-law, sister, brother, sister-in-law, brother-in-law, grandparents, grandchildren or ward.

### 3. Pay Periods

Employees covered by this Letter of Understanding shall continue to be paid their regular straight-time pay as if they were working a normal five day, thirty-five hour work week on the basis that the shift schedule averages to thirty-five hours per week over twenty-four weeks.

4. Trial Period and Cancellation

- (a) The four (4) days on duty and four (4) days off duty schedule shall commence on and shall continue for a trial period of forty-eight (48) weeks from 23-02-85.
- (b) This Letter of Understanding may be canceled at any time during or after the trial period by the Employer upon thirty days' written notice to the Union.

SIGNED ON BEHALF OF THE CORPORATION OF THE CITY OF WHITE ROCK:

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-01:

\_\_\_\_\_  
"W.W. Baldwin"

\_\_\_\_\_  
"Robert G. McNabb"

\_\_\_\_\_  
"Douglas T. Stone"

\_\_\_\_\_  
"George G. Tufnail"

\_\_\_\_\_  
"Gordon Hogg"

Dated at White Rock, British Columbia, this 18th day of February, 1985.

Amended by the 1991-1993 Memorandum of Agreement dated 1992 April 15, the 1994-1996 Memorandum of Agreement dated 1995 November 06, the 1997-99 Memorandum of Agreement dated 1997 December 05, the 2003-2006 Memorandum of Agreement dated 2003 April 02, **and the 2007-11 Memorandum of Agreement dated 2007 August 14.**

SCHEDULE "D"

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF WHITE ROCK  
(hereafter the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-01  
(hereafter the "Union")

**12 HOUR SHIFT - COMMUNICATIONS OPERATORS - POLICE - LUNCH BREAKS**

The Employer and the Union agree that employees who are classified as "Communications Operator - Police" who are working on the four (4) days on duty/four (4) days off duty, twelve (12) hour shift schedule **may** be required to work during their lunch break(s) while on day shifts on Saturdays and Sundays and during all night shifts, **and will be compensated at applicable overtime rates if required to do so.**

SIGNED ON BEHALF OF THE CORPORATION OF THE CITY OF WHITE ROCK:

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-01:

\_\_\_\_\_  
"W.W. Baldwin"

\_\_\_\_\_  
"Robert G. McNabb"

\_\_\_\_\_  
"Douglas T. Stone"

\_\_\_\_\_  
"George G. Tufnail"

\_\_\_\_\_  
"Gordon Hogg"

Dated at White Rock, British Columbia, this 18th day of February, 1985.

**Amended by the 2007-11 Memorandum of Agreement dated 2007 August 14.**

SCHEDULE "E"

LETTER OF UNDERSTANDING

BETWEEN

**THE CITY OF WHITE ROCK**  
(hereinafter called "the Employer")

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-01**  
(hereinafter called "the Union")

**JOB SHARING**

The Employer and the Union agree that where a Regular Full-Time Employee wishes to share his/her full-time position, that such Job Sharing agreements be mutually agreed upon using the following principles, PROVIDED HOWEVER, that nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement, except as specifically provided herein:

I. General

Where a Regular Full-Time Employee occupying a Regular Full-Time position wishes to share his/her position with another employee and has received formal approval from the Department Head, the employee shall be entitled to do so in accordance with the provisions of this Letter of Understanding.

II. Procedure

1. A Regular Full-Time Employee shall apply in writing to his/her Department Head indicating the reason for the requests including the hours and days of the week the employee wishes to share and with whom the employee contemplates the Job Sharing arrangement. A copy of this request shall be forwarded to the **Director of Human Resources** and the Union.
2. The employee with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position.
3. Where an employee's request is approved and results in an acceptable Job Sharing arrangement, the **Director of Human Resources** shall provide each affected employee with a letter covering the terms and conditions of the Job Sharing arrangement signed by the Employer and Union.
4. Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the Job Sharing arrangement unless otherwise varied by the terms and conditions as provided by the letter referred to in paragraph 3 above.

5. Where an employee's request is denied, the Union may request a meeting with the Department Head and **Director of** Human Resources to discuss the matter.

### III. Duration

1. Each Job Sharing arrangement shall be for a maximum period of one (1) year expiring on December 31<sup>st</sup> of each year unless extended by mutual agreement between the Employer and the Union.
2. A Job Sharing arrangement may be terminated earlier than expected by either of the employees or by the Employer provided thirty (30) calendar days' written notice has been served to the other parties, unless otherwise provided for in the letter referred to in paragraph II(3). Other employees temporarily appointed to fill positions vacated as direct result of job sharing shall be advised at the time of their temporary appointment that their term in the position could be cut short as a result of an early cancellation.
3. Upon the expiry or termination of the Job Sharing arrangement, the Regular Full-Time Employee shall revert to working in his/her position on a full-time basis under the terms and conditions applicable to Regular Full-Time Employees unless some other Job Sharing arrangement has been agreed upon.

### IV. Employee Status and Working Conditions

1. A Regular Full-Time Employee in a Job Sharing arrangement shall continue to maintain the status of a Regular Full-Time Employee during the period of time covered by the Job Sharing arrangement and shall accumulate seniority in proportion to the scheduled hours compared to the full-time hours of the position. Such an employee shall be entitled to apply for positions as a Regular Full-Time Employee and to use accumulated seniority for all applicable purposes including layoff, bumping and recall.
2. The general principles with respect to wage rates, employee benefit entitlements and premium payments for Regular Full-Time Employees in Job Sharing arrangements are as follows:
  - (a) Wages shall be paid in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
  - (b) Paid leave benefits, such as Vacation, Public Holidays, Sick Leave and Gratuity, shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
  - (c) The employee's share of the premium payments for Health and Welfare benefits, such as Medical, Extended Health, Dental, and Group Life, shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared.

3. In accordance with the general principles outlined in paragraph 2, except as otherwise stated, the following shall apply to Regular Full-Time Employees:

(a) Vacation Entitlement

The employee's annual vacation entitlement shall be prorated according to the number of weekly hours the employee is scheduled to work in comparison to the full-time hours of the position being shared. It is understood that the Employer shall not adjust the start date of the employee for the period of time spent in the Job Sharing arrangement and as such any future vacation entitlement shall not be delayed as a result of time spent in a Job Sharing arrangement.

(b) Public Holidays

(i) The employee's public holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.

(ii) Where the employee has not received sufficient public holiday hours as part of their work schedule or been credited with sufficient hours as a result of the proration or made alternate arrangements to the satisfaction of the department to use public holiday hours to which they were entitled as a result of the proration, the employee's public holiday account shall be credited with the appropriate number of hours at year end.

(iii) Where the employee has received an overage on the number of paid hours, the employee may be scheduled to work without pay to make up the equivalent number of overpaid hours. Where the Employer is not able to schedule work for the employee, arrangements shall be made to deduct the overage either from the employee's compensating time off account or from the employee's normal pay and such deduction is to be done at year end or at the expiry of the Job Sharing arrangement, whichever is the earlier.

(c) Medical Services Plan, Extended Health, Dental, and Group Life

The Employer shall pay a prorated share of the premiums for the above-noted benefits based on the proportion of the employee's new scheduled hours compared to the full-time hours of the position being shared and the premiums normally paid by the Employer for a full-time employee. The employee shall pay the balance in order to maintain full coverage.

An example of the calculation of the Employer's share is as follows:

$$17.5 \text{ (scheduled hours)} \div 35 \text{ (normal full-time hours)} \times 60\% \text{ (Employer's portion of premium)} = 30\% \text{ of premium.}$$

(d) Sick Leave and Gratuity

For the period of the Job Sharing arrangement, the employee shall have sick leave and gratuity days credited on a prorated basis, calculated on the same proportionate basis as the employee's new scheduled hours bears to the full-time hours of the position being shared.

(e) Municipal Pension Plan

Where an employee is contributing to **the Municipal Pension Plan** and enters Job Sharing arrangement, the employee shall be required to continue making payments toward superannuation. The cost sharing arrangement shall continue on the same percentage basis applied to the reduced earnings.

(f) Increments

A Regular Full-Time Employee sharing a position shall be eligible for increments upon the completion of the equivalent period of service applicable to a Regular Full-Time Employee in a similar classified position.

V. Regular Part-Time and Casual Employees

Regular Part-Time Employees sharing a portion of a Regular Full-Time position as a result of a Job Sharing arrangement shall retain their status as a Regular Part-Time Employee while job sharing and shall continue to be treated in accordance with the applicable provisions of the Collective Agreement.

A Casual Employee sharing a portion of a Regular Full-Time position as a result of a Job Sharing arrangement shall retain their status as a Casual Employee while job sharing and shall continue to be treated in accordance with the applicable provisions of the Collective Agreement, provided however that while job sharing they shall be eligible to receive the benefits that are applicable to Regular Part-Time Employees. Upon expiry or termination of the Job Sharing arrangement, Casual Employees shall cease to be eligible for Regular Part-Time benefits and shall be treated in accordance with their Casual status.

VI. Termination

Either party may cancel this Letter of Understanding by providing at least thirty (30) calendar days' written notice to the other party. Notwithstanding such cancellation, all Job Sharing arrangements in effect at the time of cancellation shall continue under the individual terms agreed upon.

SIGNED this 11th day of December, 1995.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

\_\_\_\_\_  
"Jay-Ann Fordy"

\_\_\_\_\_  
"G.J. Bennett"

\_\_\_\_\_  
"W.W. Baldwin"

\_\_\_\_\_  
"Murray Folk"

\_\_\_\_\_  
"Douglas T. Stone"

\_\_\_\_\_  
"Alfred Timms"

\_\_\_\_\_  
"George G. Tufnail"

Amended by the 2003-2006 Memorandum of Agreement dated 2003 April 02 **and during the drafting of the 2007-2011 Collective Agreement.**

SCHEDULE "F"

**LETTER OF UNDERSTANDING**

between the

CITY OF WHITE ROCK  
(hereinafter called "the Employer")

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-01**  
(hereinafter called "the Union")

HOURS OF WORK - ICEMAKER/MAINTENANCE WORKERS

The Employer and the Union agree that in order to enable the required coverage at Centennial Arena, the following provisions shall apply to Icemaker/Maintenance Workers:

1. Hours of Work

- (a) The work schedule shall be based on an average of forty (40) hours per week.
- (b) The work schedule shall allow for seven (7) day coverage and include five (5) eight (8) hour shifts per week and/or a compressed schedule such as four (4) ten (10) hour shifts. Shifts shall be scheduled in order to provide day, evening, and night coverage as required and shall include a paid meal period of at least one-half (½) hour where the employee is required to remain on duty.
- (c) The Employer may change the above shift schedule to provide for either the needs of the public or efficiency of operation. It is mutually agreed between the parties that the Employer shall provide the Union with twenty-one (21) calendar days' written notice setting forth the intended changes and an opportunity to consult with the Employer regarding the planned changes. If the Union so desires, it will, within ten (10) calendar days of such notice, discuss and provide advice to the Employer for consideration.
- (d) Article 9, Hours of Work, Sections 9.1, 9.2, 9.4, 9.5 and 9.7 of the Collective Agreement shall not apply to employees covered by this Letter of Understanding.
- (e) Employees working as Icemaker/Maintenance Workers and who are not full-time shall be permitted to work at straight-time rates on any given shift up to the same number of hours that a full-time employee covered by this Letter of Understanding can work.

2. Collective Agreement Amendments

- (a) It is agreed that the conversion of fringe benefits from a standard five (5)-day work schedule shall be made in accordance with the principle that there shall be no additional salary or benefit cost to the Employer and no reduction in the salaries or benefits received by the employees. For example, where the

Collective Agreement refers to a number of days it shall be converted to hours by multiplying the number of days by eight (8) hours in order to calculate the value of the benefit.

- (b) Where a matter is not set out below it shall be resolved by reference to the principle set out in paragraph (a) above.
- (c) All other Articles of the Collective Agreement not specifically identified in this Letter of Understanding shall apply and continue to be in effect.

#### Article 10 - Overtime, Standby, and Callout

The Collective Agreement provision applies on the basis that the references to "regular shift" shall be interpreted as the hours that a full-time employee was scheduled to work on that day pursuant to this Letter of Understanding. Employees who are not full-time shall be paid overtime after working the same number of hours that a full-time would have to work in order to get overtime.

#### Article 11.1 - Vacations

The Collective Agreement provision applies on the basis that the references to "working days" are converted to hours as follows:

15 working days = 120 hours of vacation  
 20 working days = 160 hours of vacation  
 25 working days = 200 hours of vacation  
 30 working days = 240 hours of vacation

#### Article 11.2 - General Holidays

The Collective Agreement provision applies on the basis that a General Holiday is equal to 8 hours for a full-time employee. To qualify for General Holidays all new employees must have worked 120 hours in the 30 calendar day period prior to the General Holiday. General Holidays shall be observed on the day they actually occur.

#### Article 11.3 - Pay for Hours Worked on General Holidays

The Collective Agreement provision applies on the basis that the reference to "regular pay for the General Holiday" is equal to 8 hours for a full-time employee.

#### Article 12.3 - Sick Benefits

The Collective Agreement provision applies on the basis that the references to "working days" are converted to hours as follows:

1½ working days = 12 hours  
 4½ working days = 36 hours  
 9 working days = 72 hours  
 120 working days = 960 hours.

Article 12.5 - Gratuity

The Collective Agreement provision applies on the basis that the references to "working days" are converted to hours as follows:

- 1 working day = 8 hours
- 3 working days = 24 hours
- 90 working days = 720 hours.

Article 13.3 - Bereavement Leave

The Collective Agreement provision applies on the basis that the reference to "three (3) working days" is converted to twenty-four (24) hours.

3. Pay Periods

Employees covered by this Letter of Understanding shall be paid in accordance with the actual number of hours worked each pay period. The parties acknowledge that the regular hours and pay may vary between pay periods but that the shift schedule shall average to forty hours per week.

4. Cancellation

This Letter of Understanding may be cancelled at any time by the Employer upon thirty days' written notice to the Union.

SIGNED ON BEHALF OF THE CORPORATION OF THE CITY OF WHITE ROCK:

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 402-01:

\_\_\_\_\_  
"W.W. Baldwin"

\_\_\_\_\_  
"Mike Guraliuk"

\_\_\_\_\_  
"Tina Penney"

\_\_\_\_\_  
"Sandy Michayluk"

\_\_\_\_\_  
"Karina Garrett"

\_\_\_\_\_  
"Bruce R. Wormald"

Dated: \_\_\_\_\_ July 25, 2005

Dated: \_\_\_\_\_ July 21, 2005

This Letter was originally signed on the 6<sup>th</sup> day of September, 1990 and was updated by the 2003-2006 Memorandum of Agreement signed 2003 April 02 **and the 2007-11 Memorandum of Agreement signed 2007 August 14.**