# 2012 - 2016

# **COLLECTIVE AGREEMENT**

between the

# **CORPORATION OF THE DISTRICT OF MAPLE RIDGE**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622** 

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This Agreement made and entered into on the 1<sup>st</sup> day of April 2012.

**BETWEEN:** 

# THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE

(hereinafter called "the Employer")

PARTY OF THE FIRST PART

AND:

# THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 622

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

PARTY OF THE SECOND PART.

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

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

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

NOW, THEREFORE, the parties agree as follows:

# **ARTICLE 1 - TERM OF AGREEMENT**

This Agreement shall be for the period from and including April 1<sup>st</sup>, 2012 to and including March 31<sup>st</sup>, 2016, and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement (March 31<sup>st</sup>, 2016) or immediately preceding the last day of March in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

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

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

whichever is the earliest.

It is understood and agreed between the Parties that the operation of subsection (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from, and shall not be applicable to this Agreement.

#### ARTICLE 2 - RECOGNITION & BARGAINING AGENCY

# 2.01 <u>Bargaining Agent</u>

The Employer recognizes the Canadian Union of Public Employees, Local No. 622, as the sole and exclusive collective bargaining agency for all of its employees save and except those excluded by the Labour Relations Code of British Columbia and Article 3 and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

# 2.02 No Other Agreements

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

# ARTICLE 3 – EXEMPTIONS

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

Assistant Chief – Planning and Prevention
Assistant Chief – Fire Prevention and Communications
Assistant Chief – Community and Support Services
Assistant Chief – Training and Safety
Assistant Property and Risk Manager
Chief Administrative Officer

**Chief Information Officer** 

**Confidential Secretary** 

**Confidential Administrative Assistant** 

**Deputy Fire Chief** 

Manager of Inspection Services

**Director of Community Services** 

**Director of Corporate Support** 

**Director of Engineering Operations** 

**Director of Finance** 

**Director of Human Resources** 

**Director of Information Technology** 

**Director of Inspection Services** 

Director of Licenses, Permits & By-laws

**Director of Parks & Facilities** 

**Director of Planning** 

Director of Recreation

**Executive Assistant** 

**Executive Director to CAO** 

Fire Chief

General Manager – Community Development Parks and Recreation Services

General Manager – Corporate and Financial Services

General Manager – Public Works and Development Services

**Human Resources Assistant** 

**Human Resources Associate** 

**Human Resources Advisor** 

Manager of Accounting

**Manager of Business Operations** 

Manager of Business Systems

Manager of Bylaws and Licenses

**Manager Corporate Communications** 

Manager of Community Planning

Manager of Compensation

Manager Design and Construction

Manager of Infrastructure Development

Manager of Development and Environmental Services-Approving Officer

Manager Utility Engineering

Manager Strategic Economic Initiatives

Manager Electro-Mechanical

**Facilities Operations Manager** 

Manager of Financial Planning

Manager of Information Services

Manager of Legislative Services & Emergency Program

Manager of Parks & Open Space

Manager Parks & Planning Development

Manager of Human Resources

Manager of Procurement

Manager of Revenues & Collections

Manager of Sustainability and Corporate Planning

Municipal Engineer
Payroll Coordinator
Property and Risk Manager
Recreation Manager – Arts & Community Connections
Recreation Manager – Health & Wellness
Recreation Manager – Support Services
Recreation Manager – Youth & Neighbourhood Services
Manager Health, Safety & Employee Development
Senior Manager of Police Services – Finance and Administration
Senior Recreation Manager
Senior Project Engineer

Superintendent of Roads and Fleet Superintendent of Sewer works

Superintendent of Waterworks

#### **ARTICLE 4 - DEFINITIONS**

# 4.01 <u>Probationary Employees</u>

"Probationary Employee" shall mean a person serving an initial probation period of six (6) calendar months from date of hire to determine suitability for employment as a "Regular Employee". Such period of time may be extended by mutual consent of the parties hereto. Notwithstanding the provisions contained in this section, Regular Part-Time, Part-Time, and Auxiliary Employees are required to put in the equivalent in hours of a Regular Full-Time Employee with respect to the probationary period. It is understood that an employee shall only serve one probation period. See Article 10.12 regarding Temporary Full-Time Employees.

# 4.02 <u>Regular Full-Time Employee</u>

Effective 2014 June 16, "Regular Full-Time Employee" means an employee who is employed on a full-time basis for 35, 40 or such other number of weekly hours as is recognized in this Agreement as normal for a particular class of positions for an indefinite period of time.

# 4.03 <u>Regular Part-Time Employee</u>

Effective 2014 June 16, "Regular Part-Time Employee" means an employee who is employed on a part-time basis for a minimum of fifty percent (50%) of full-time hours for the classification per week on average in one position for an indefinite period of time for positions listed in the Letter of Understanding – Defined Regular Part-Time Positions.

#### 4.04 Part-Time Employee

Effective 2014 June 16, "Part-Time Employee" means an employee who is employed to work less than the standard work day or standard work week which may be on an ongoing basis or for a definite and limited period of time but which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring.

# 4.05 Temporary Full-Time Employee

Effective 2014 June 16, "Temporary Full-Time Employee" means an employee who is employed on a full-time basis for 35, 40 or such other number of weekly hours as is recognized in this Agreement as normal for a particular class of positions, for a definite and limited period of time (which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring) not to exceed six (6) calendar months, except for maternity and parental leave. At the time of hiring, a Temporary Full-Time Employee shall receive notice in writing from the Employer which includes the nature and expected duration of their employment as well as their classification and rate of pay. This assignment can be extended by mutual agreement.

# 4.06 <u>Auxiliary Employee</u>

Effective 2014 June 16, "Auxiliary Employee" means an employee other than an employee defined in Articles 4.02, 4.03, 4.04, and 4.05 above.

# 4.07 Calendar Year

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

#### ARTICLE 5 - MANAGEMENT RIGHTS

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

# **ARTICLE 6 - UNION SECURITY**

# 6.01 <u>Membership</u>

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

#### 6.02 Access to Personnel Records

Employees within the Bargaining Unit shall have access to their personnel records at reasonable times and shall, upon request, be provided with copies of materials contained in such records. Should the employee wish to respond in writing, their reply shall also become part of their personnel record.

# 6.03 Adverse Reports

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

# 6.04 Review Letters of Reprimand

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

#### ARTICLE 7 - CHECK-OFF OF UNION DUES

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

# **ARTICLE 8 - LABOUR MANAGEMENT RELATIONS**

# 8.01 Representation

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

#### 8.02 Labour Management Committee

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

#### 8.03 Function of Labour Management Committee

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

# 8.04 Representative of Canadian Union of Public Employees

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

#### 8.05 Meetings of Committee

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

# 8.06 Time Off for Meetings

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

# 8.07 <u>Technical Information</u>

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

#### ARTICLE 9 - GRIEVANCE PROCEDURE AND ARBITRATION

### 9.01 <u>Grievance Defined</u>

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

# 9.02 Grievance Procedure

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

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

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

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

# 9.03 <u>Time Limits</u>

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

# 9.04 <u>Dismissal Grievances</u>

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

#### 9.05 Arbitration

- (1) The party desiring arbitration shall name its nominee to the Board in the notice of arbitration referred to in Article 9.02, Step 3.
- (2) Within five (5) working days of receipt of notice of arbitration, the other party shall in writing name its nominee.
- (3) Within a further ten (10) working days, the two nominees shall agree upon a Chairman. Failing agreement upon a person willing to act, either Party may apply to the Minister of Labour to appoint a Chairman. Hearings shall commence within thirty (30) days of the appointment of the Chairman.
- (4) The Arbitration Board shall hear the parties, settle the terms of question to be arbitrated and make an award within fifteen (15) days of the arbitration hearings or within such extended period as may be mutually agreed to by the parties. The Board shall deliver its award, in writing, to each of the parties and this award shall be carried out forthwith. In the event the Arbitration Board finds that an employee has been dismissed or suspended unfairly or for any other than proper cause, the Board may direct the Employer to reinstate the employee and pay to the employee a sum equal to his or her wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Board is fair and reasonable or make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the parties.
- (5) Each party shall pay its own cost and expenses of the Arbitration and its nominee and one-half the remuneration and disbursements or expenses of the Chairman.

#### **ARTICLE 10 - SENIORITY**

# 10.01 General

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

# 10.02 <u>Definition and Application of Seniority</u>

Seniority is defined as continuous length of service in the Bargaining Unit and shall be applied separately within each of the Divisions as defined in Article 10.04. Seniority shall be applied as set out in this Agreement.

#### 10.03 <u>Seniority List</u>

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

#### 10.04 Divisions

Effective 2014 June 16:

The purpose of setting out Divisions under this Article is to delineate the work areas that are identified for purposes of identifying where seniority is to be exercised under this Agreement.

Divisions are defined as:

- (1) Internal Division
- (2) Engineering Operations Division
- (3) Community Development, Parks and Recreation Division (CDPR)

These Divisions shall include:

#### (1) Internal Division

Administration Department

Clerk's Department

Strategic Economic Initiatives Department

**Engineering Department** 

**Engineering Operations Department (Clerical Staff)** 

**Finance Department** 

Fire Department (Clerical Staff)

**Human Resources Department** 

Information Technology Department

Licenses, Permits and Bylaws Department

Community Development, Parks and Recreation Department (Clerical)

**Planning Department** 

Police Services (Municipal Employees only)

### (2) <u>Engineering Operations Division</u>

**Electro Mechanical Department** 

**Road Works** 

**Sewer Works** 

Water Works
Works Yard (Excluding Clerical Staff)

#### (3) Community Development, Parks and Recreation Division

Parks and Facilities Department Recreation Department Community Services Department

# 10.05 Regular Full-Time Employee

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

# 10.06 Regular Part-Time, Part-Time, and Auxiliary Employee

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

# 10.07 <u>Probationary Employee</u>

Newly hired employees shall be considered on a probationary basis for a period of six (6) calendar months from date of hiring, unless an extension has been granted by mutual consent of the parties hereto. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. After completion of the probationary period, seniority shall be effective from the original date of hire.

# 10.08 Temporary Full-Time Employee

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

#### 10.09 Retention of Seniority

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

(1) Employees who are laid off after six (6) months but less than one (1) year's service shall retain seniority for a period of six (6) months.

- (2) Employees who are laid off after one (1) year's service shall retain their seniority for a period of one (1) year.
- (3) Absence due to a bonafide sickness and/or disability, provided such sickness and/or disability is attested to by a qualified medical practitioner.
- (4) Effective 2014 June 16:

Seniority accumulation will continue for a period of three (3) months for approved General Leaves of Absence. Seniority is retained for the full approved leave of absence. (see 21.06)

- (5) Absence while serving in the Armed Forces, during a national emergency and for a period of ninety (90) days after honourable discharge.
- (6) Absence due to Maternity or Parental Leave.
- (7) Effective 2014 June 16:

In the case of paragraphs (3) and (6) above, seniority will be calculated for Regular Part-Time, Part-Time, and Auxiliary Employees on the number of hours worked in the one (1) year period immediately preceding the employee's last day of work before disability, maternity and/or parental leave. Upon the employee's return to work, the employee will accumulate seniority hours in an amount prorated by the amount of time absent due to the disability, maternity and/or parental leave. (For example, if an employee works 1200 hours in the year before the disability, maternity and/or parental leave, then returns nine months later, the employee will be credited with ¾ of 1200 hours or 900 hours of seniority. If employment is for less than one year, monthly averages will be used times the number of months absent.

# 10.10 Loss of Seniority

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

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

- (1) They are discharged for just cause and are not reinstated.
- (2) They resign.
- (3) They are absent from work two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (4) They fail to return to work within ten (10) calendar days following a layoff and after being notified by double-registered mail to do so, unless through sickness or other just cause, provided however that the ten (10) calendar days commences on the date the

Employer registers the notification of recall. It shall be the responsibility of the employee to keep the Employer informed of his current address.

- (5) They are laid off for a period longer than one (1) year.
- (6) Effective 2014 June 16, in the case of a part-time and auxiliary employee, they do not work for a period longer than six (6) months except when granted a leave of absence to attend full-time schooling, in which case they shall maintain their seniority for twelve (12) months.

# 10.11 Special Projects of Limited Duration

- (1) Employees who transfer to positions made available by augmenting the regular staff or by a special project of limited duration shall, upon completion of said assignment, be returned to his or her former position without loss of seniority and scheduled rate of pay. Such transfers shall be at the discretion of the Employer.
- (2) Temporary Full-Time Employees, employed to fill those positions made available by the reassigning of regular staff positions shall be laid off upon completion of the said reassignment. Employees laid off shall retain their seniority as provided in Article 10.09.

# 10.12 <u>Temporary Full-Time Employee to Regular Staff</u>

Notwithstanding provisions contained in this Article, it is agreed and understood that where the Temporary Full-Time Employee is the successful applicant to a regular posted position, their seniority on the regular staff commences from the date of his appointment to a regular position; except if there is no break in service, seniority on the regular staff commences on the date of hire of the current temporary employment. The appointment to a regular position is subject to provisions of Article 10.07.

# **ARTICLE 11 - PROMOTIONS AND STAFF CHANGES**

# 11.01 <u>Job Postings</u>

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

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

When a posted temporary position is filled by an existing employee, and the Employer intends to fill any vacancies caused by the filling of the posted position such vacancies shall not be posted unless they are expected to exceed three (3) months.

# 11.02 <u>Information in Postings</u>

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

### 11.03 Recognition of Seniority

Both parties recognize:

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

# 11.04 <u>Method of Making Appointments</u>

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

#### 11.05 Trial Period

The successful applicant shall be placed on trial for a period not exceeding three (3) calendar months, conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) calendar months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds they are unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and wage or salary.

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

#### 11.06 Notification

The Employer agrees to notify the Union and the employee, in writing, when an employee covered by this Agreement is hired, promoted, demoted, transferred, laid off, recalled, resigns, retires, is suspended, or is terminated.

#### **ARTICLE 12 - LAYOFFS AND RECALLS**

#### 12.01 Layoff Procedure

Both parties recognize that job security should increase in proportion to length of continuous service. Therefore, when a layoff occurs, employees shall be laid off in the reverse order of their seniority, within each separate Division as defined in Article 10.04.

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

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

- (1) Prior to any layoff the layoff will be discussed jointly by the Labour Management Committee.
- (2) For the purpose of this section the Divisions are defined as outlined in Article 10.04.

#### 12.02 On Layoff

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

- (a) exercise their seniority rights for bumping purposes; or
- (b) accept layoff.

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

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

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

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

- (a) Three (3) days' pay for each calendar year of service up to and including five (5) calendar years of service.
- (b) Five (5) days' pay for each calendar year of service after six (6) years of service.

(c) The maximum number of days' pay for severance will be one hundred and twenty (120) days' pay.

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

#### 12.03 Recall Procedure

(1) Employees shall be recalled in the order of their seniority, within their respective Divisions providing they are qualified to do the work, provided however employees are recalled within time limits specified in Article 10.09, Sections (1), (2) and Article 10.10, Section (4).

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

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

# 12.04 Notice of Layoff

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

#### ARTICLE 13 - HOURS OF WORK

# 13.01 Standard Work Day and Work Week

#### (1) Inside Employees

Subject to paragraph 13.02, the standard work day of Inside Employees shall be seven (7) consecutive hours between 7:00 a.m. and 6:00 p.m. exclusive of an unpaid one (1) hour lunch period. The standard work week of Inside Employees shall consist of five (5) consecutive working days from Monday to Friday inclusive. The Employer shall provide forty-eight (48) hours' notice of a change in an employee's daily hours. Should the appropriate notice not be provided then the overtime provisions of Article 15.01 shall apply.

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

cash or as time off at a time mutually agreeable to the employee and his/her supervisor.

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

- (a) by mutual agreement between the employee and his/her supervisor;
- (b) with seven (7) calendar days' notice to the employee but only in the case of working outside of the standard work day range, (i.e., moving the 7 working hours outside of between 7 a.m. and 6 p.m.), Monday to Thursday, to a maximum of five (5) occurrences per month not to exceed twenty-six (26) occurrences per year. Should the appropriate notice not be provided then the overtime provisions of Article 15.01 shall apply. It is understood that this provision shall not be used to effect a permanent change to an employee's shift. Rather, the employee's hours of work will be changed to facilitate legitimate business purposes such as early morning and evening meetings, and project work; or
- (c) for employees of the Information Services Department who are hired, or successfully post into a new position after 2008 May 05 and for those employees in the User Support Assistant and Administrative Assistant RCMP classifications, up to six (6) of the occurrences in Article 13.01(1)(b) above may include work from Friday to Sunday.

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

Subject to paragraph 13.02, the standard work day of Outside Employees shall be eight (8) consecutive hours between 6:00 a.m. and 4:30 p.m. exclusive of an unpaid one-half (½) hour lunch period. Subject to paragraph 13.03, the standard work week of Outside Employees shall consist of five (5) consecutive working days from Monday to Friday inclusive. The Employer shall provide forty-eight (48) hours' notice of a change in an employee's daily hours. Should the appropriate notice not be provided then the overtime provisions of Article 15.01 shall apply.

### (3) Regular Part-Time, Part-Time, and Auxiliary Employees

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

#### 13.02 Non-Standard Work Day

Where the nature of a Department, Division of a Department or occupation requires daily hours of work other than the standard work day set out in paragraph 13.01, the normal work

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

#### 13.03 Non-Standard Work Week

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

- (1) Custodial Guards as referred to under Note F of Schedule "B";
- (2) Building Service Workers as referred to under Note H of Schedule "B";
- (3) Parks and Recreation Division part-time employees who may work any five (5) days in a seven (7) day period.

#### 13.04 Break Periods

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

#### 13.05 New or Vacant Positions

Where the Employer's operations require work weeks other than Monday to Friday or hours of work other than the standard hours for a classification, such adjustments shall be for bona fide business reasons and be by mutual consent between the Employer and the Union and such consent by the Union shall not be unreasonably withheld. Such adjustments shall be reflected in a Letter of Understanding between the parties.

# **ARTICLE 14 - SHIFT WORK AND SHIFT DIFFERENTIAL**

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

# 14.01 <u>Inside Employees</u>

For Inside Employees the preparation of tax notices. Said shifts may be instituted during the months of May and June of each year, and may be in two (2) seven (7) hour non-broken shifts,

lunch time excluded, commencing not before 7:00 a.m. and continuing not beyond 10:00 p.m. Monday to Friday, inclusive.

By-Law Enforcement positions and two (2) clerical employees in the By-Law Enforcement Department may be required to work an afternoon shift consisting of seven (7) hours, exclusive of an unpaid meal period, between 3:00 p.m. and midnight, Monday to Saturday, and may also be required to work a dayshift on Saturdays. Where a position in the By-Law Enforcement Department is posted, such posting shall include the hours of work. Where the Employer changes the hours of work for a By-Law Enforcement position they shall provide seven (7) calendar days' notice unless a shorter period is mutually agreed between the employee and the Employer. Employees in the By-Law Enforcement Department as of 2008 May 05 shall not be required to work on afternoons or Saturdays, with the exception of the two By-Law Enforcement positions required to work afternoons by agreement prior to 2008 May 05, but may agree to do so.

# 14.02 <u>Outside Employees</u>

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

During the Spring, Summer, and Fall, when maximum daylight hours are available, Outside Employees may, at the Employer's discretion, work between the hours of 7:00 a.m. and 3:30 p.m., Monday to Friday inclusive. This provision does not restrict any hours of work flexibility that is provided elsewhere in the Collective Agreement.

Should the Employer determine the need for a winter graveyard position at the Operations Centre, the rate of pay for the position will be the greater of the Foreman 2 classification in Schedule "A" or the hourly rate of the selected employee and the position shall be eligible for shift differential in accordance with Article 14.10. In filling the Graveyard Shift position the Employer will post notice of the opportunity which includes the information required in Article 11.02 as well as the anticipated start and end dates of the temporary full-time position for a minimum of five (5) working days and shall select the successful candidate in accordance with Article 11.04. Upon completion of the temporary full-time position, the employee will be returned to his or her former position and associated rate of pay without loss of seniority. This paragraph shall only be used to create one winter graveyard position.

# 14.03 Parks Employees

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

# 14.04 Emergencies

Emergent conditions in which case Section 14.08 and Section 14.13 of this part be waived.

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

# 14.05 Police Services

For Guards and Clerk-Typists, shifts shall be as set out in Schedule "B".

# 14.06 <u>Recreation Complex</u>

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

# 14.07 <u>Other Employees</u>

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

# 14.08 Posting of Shifts

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

#### 14.09 Hours Between Shifts

Employees shall have a minimum of ten (10) hours between shifts. Any time worked during the ten (10) hour period shall be paid at overtime rates.

Effective 2014 June 16:

Parks and Recreation Department Regular Part-Time, Part-Time, and Auxiliary Aquatics Staff and Leisure Centre Front Counter/Reception staff shall be exempt from the requirements under Article 14.09 (Hours Between Shifts) with the following conditions:

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

#### 14.10 Shift Differential

Employees who are eligible for shift differential shall be paid a premium of eighty-five cents (85¢) per hour for all regular hours worked between 6:00 p.m. and 5:30 a.m. provided that where the majority of an employee's regular hours fall within the period described above, the

shift differential shall apply to the entire shift. Shift differential shall not apply to premium hours or time not worked such as overtime, public holidays, sick leave, etc., but it shall be applicable during vacation.

# 14.11 <u>Shift Preference</u>

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

Where a Regular Part-Time or Part-Time Employee is in a temporary full-time position at the time of a shift pick, and the temporary full-time position is scheduled to end prior to the conclusion of the shift pick term, the employee may participate in the shift pick and at the conclusion of the temporary position, the employee shall move into the selected Regular Part-Time or Part-Time position. The period of time that the employee will be unavailable to work in the selected position will be available to other employees as part of the initial shift pick process. Upon the return of the Regular Part-Time or Part-Time Employee, the displaced employee will be placed on the on-call list. This procedure is not applicable where the Regular Part-Time or Part-Time position has a teaching or instructing component.

This Article 14.11 is not applicable to filling short term absences.

#### 14.12 Replacement Coverage

Effective 2014 June 16:

The above Article 14.11 re Shift Preference is not applicable to scheduling replacement coverage to employees who advise the Employer they are unable to attend their scheduled shift within eight (8) working hours of the start of their scheduled shift. For the purpose of this Clause, working hours shall mean hours during which the employee's working unit is operating.

#### 14.13 Notification

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

#### 14.14 Right of Appeal

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

#### 14.15 Replaces Hours of Work

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

#### **ARTICLE 15 - OVERTIME**

# 15.01 Overtime Rates

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

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

#### 15.02 <u>Callout</u>

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

# 15.03 General Holidays

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

#### 15.04 Standby

- (a) Where an employee is requested or required by the Employer to be on standby, they shall receive one (1) hour's pay for each eight (8) hour period, or portion thereof, on standby on a regularly scheduled work day; and, one (1) hour's pay for each six (6) hour period, or portion thereof, on standby on scheduled days off at the employee's normal rate of pay.
- (b) Where the Employer requires an employee to be on standby, the opportunity will first be offered to the most senior qualified employee. If declined, the Employer will continue to offer down the list of qualified employees. If no employee has accepted the opportunity, it is understood the Employer may require employees to stand by beginning with the most junior qualified employee and proceeding up the seniority list where more than one employee is required.

# 15.05 Lieu Time

- (1) An employee may request that overtime hours be taken as time off.
- (2) Overtime rates to be applied to Lieu Time.

- (3) Such Lieu Time may be used as holiday extension, sickness, emergency, or otherwise upon request of the employee, provided that such request is approved by the Department Head.
- (4) An employee may, after three (3) months, request payment for Lieu Time accumulated. Subject to Canada Revenue Agency guidelines, an employee may request payment under this Article be made directly to an employee-designated RRSP.
- (5) All Lieu Time accumulated must be taken or compensating wages received, not later than the end of the following calendar year.
- (6) Effective 2014 June 16, all lieu time will be banked in dollars at the employee's earned rate at the time it was banked.

# 15.06 <u>Provincial Emergency Program (Cost Recovery)</u>

Effective 2014 June 16, where an employee works overtime and/or is called out to deal with situations where the Employer is able to recover the overtime and/or callout costs from the Provincial Emergency Program, the Employer shall pay the employee for such overtime and/or callout.

#### ARTICLE 16 - GENERAL HOLIDAYS

# 16.01 Regular Employees

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

New Year's Day British Columbia Day

Family Day (effective 2014 June 16)

Good Friday

Easter Monday

Victoria Day

Canada Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

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

#### 16.02 <u>Temporary Full-Time Employees</u>

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

# 16.03 On Saturday or Sunday

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

#### 16.04 Holiday Pay

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

Notwithstanding the provisions contained in this clause, employees, other than Regular Full-Time and Probationary Employees, shall be paid for General Holidays as set out in Article 18.07, and will be paid at the prevailing overtime rates for only those hours worked on the actual general holiday, subject to Article 22.04.

# 16.05 Holiday on Day Off

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

# 16.06 Regular Part-Time, Part-Time, and Auxiliary Employees

Notwithstanding any other provision in this Agreement, a General Holiday (except Christmas Day, Boxing Day and New Year's Day) will be treated as a normal working day for all Auxiliary Employees, Regular Part-Time Employees and Part-Time Employees working in the delivery or direct support of recreation programs and activities in outdoor pools, the Leisure/Youth Centre and the Pitt Meadows Family Recreation Centre and the immediately adjacent parks and grounds to such facilities, and Arena(s). Thus, a Regular Part-Time, Part-Time, and Auxiliary Employee who works on a General Holiday will be paid at straight-time rates for the normal daily hours and at the appropriate overtime rates for any hours worked in excess of the normal hours. Similarly, an Auxiliary Employee, Regular Part-Time Employee, and Part-Time Employee who does not work on a General Holiday will not receive any pay for the holiday (except as provided in Article 18.07).

# **ARTICLE 17 - ANNUAL VACATIONS**

#### 17.01 Length of Service

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

In the first (1<sup>st</sup>) calendar year - one (1) working day for each completed month of employment, or major fraction thereof, to a maximum of one-twelfth ( $^{1}/_{12}$ ) of fifteen (15) working days for each month or portion of a month greater than one-half ( $^{1}/_{12}$ ) worked by December 31<sup>st</sup> or 6% of earnings whichever is greater.

In the second (2<sup>nd</sup>) to seventh (7<sup>th</sup>) calendar year - fifteen (15) working days or 6% of their previous year's earnings, whichever is greater.

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

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

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

# 17.02 Other Employees

Temporary Full-Time Employees, shall be paid for annual vacations four percent (4%) of their bi-weekly earnings each pay period. Regular Part-Time, Part-Time and Auxiliary Employees shall be paid in accordance with Article 18.07.

# 17.03 <u>Calendar Year</u>

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

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

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

#### 17.04 Supplementary Week

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

#### 17.05 Eligible for Added Vacation

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

# 17.06 <u>Vacation Schedule</u>

On or before April 1st (effective 2014 June 16, February 1<sup>st</sup>) of each calendar year, employees shall submit their request for annual vacations and on or before April 30<sup>th</sup> (effective 2014 June 16, March 1<sup>st</sup>) of each calendar year, the Employer shall approve the scheduling of annual vacations for employees. Where an employee has made arrangements for annual vacation which have been approved by the Employer and subsequently such employee is required by

the Employer, due to emergent conditions, to change such vacation period, then the employee shall be granted one (1) additional week of vacation pay in addition to their regular entitlement. An employee who is on vacation and voluntarily accepts a callout is not entitled to any additional vacation.

Employees are required to schedule and take their annual vacation in the year it is earned. In extenuating circumstances, fifty percent (50%) of an employee's annual vacation may be carried over one (1) year with prior approval. Vacation cannot be paid out in cash, except at termination of employment.

# 17.07 Vacation Preference

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

#### 17.08 General Holiday During Vacation

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

#### 17.09 Termination

In the event of termination of employment by the employee or Employer, the provisions of the Annual Holidays Act shall apply, unless the employee shall have given two (2) weeks' notice of termination in which case the employee shall be paid on the appropriate percentage basis as indicated in Article 17.01, dependent upon calendar years of service. This percentage will be applied to current calendar year's earnings up to and including the effective date of termination.

#### 17.10 Proration and Recovery of Vacation Overpayment

#### Effective 2014 June 16:

Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth  $(^1/_{12})$  of their vacation entitlement for that year for each month or portion of a month greater than one-half (%) worked to the date of termination. In all cases of termination of service for any reason, adjustment will be made for overpayment of vacation.

# 17.11 Vacation in Unbroken Period

Subject to the approval process in Articles 17.06 and 17.07, an employee shall be entitled to receive their vacation in an unbroken period.

# 17.12 Approved Leave During Vacation

Where an employee is qualified for sick leave, bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. Sick leave credit shall only apply for periods in excess of three (3) days subject to Article 19.06. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. Employees may be required to provide proof of their entitlement to sick leave or bereavement leave.

# 17.13 Earnings Defined

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

#### 17.14 Vacation Accrual

Where a leave of absence without pay has been granted under Article 21, the employee shall not accrue vacation credits. Leaves of absence without pay for four (4) weeks or less are exempted. Employees on maternity, parental, and adoption (as defined by Employment Standards Act) leave will accrue vacation credits for the first seventeen (17) weeks only.

#### ARTICLE 18 HEALTH AND WELFARE BENEFITS

# 18.01 Pension Plan

In addition to the Canada Pension Plan, any eligible employee entering the service of the Employer shall participate in a pension plan under the Rules of the Municipal Pension Plan.

#### 18.02 Participation in Group Plans

Effective the first of the month following completion of three (3) months' continuous service, each Regular Full-Time Employee shall be required to participate in Group Life as a condition of employment and shall also be required to participate in the Medical, Extended Health and Dental Plans unless already covered under a spousal or parental plan.

# 18.03 Medical Benefits

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

# 18.04 <u>Extended Health and Dental Care</u>

(1) The Extended Health Care Plan has a lifetime maximum of \$500,000 per person, an annual deductible of \$100.00, and includes, among other benefits, coverage for vision care with a maximum payable of \$400.00 per person in a twenty-four (24) month

period, hearing aids, diabetic equipment and supplies, orthopedic shoes, ostomy and clinical psychologist, all subject to the provisions of the Plan.

- (2) The Dental Plan provides for the following services:
  - (a) Basic Dental Services (Plan 'A') paying for one hundred percent (100%) of the approved Schedule of Fees;
  - (b) Prosthetics, Crowns and Bridges (Plan 'B') paying for seventy percent (70%) of the approved schedule of fees;
  - (c) Orthodontics (Plan 'C') paying for fifty percent (50%) of the approved schedule of fees. The lifetime maximum shall be \$3000 for adults and dependent children as defined by the Plan.

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

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

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

#### 18.05 Group Life Insurance

Group Life Insurance Package comprised as follows:

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

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

#### 18.06 Cost Sharing

The cost of providing Medical, Dental and Group Life Insurance under Articles 18.03, 18.04(2) and 18.05 shall be borne seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the employee. The cost of providing Extended Health under Article 18.04(1) shall be borne eighty percent (80%) by the Employer and twenty percent (20%) by the employee. Costs of providing the Long Term Disability Plan under Article 19.11 shall be borne entirely by the employee.

#### 18.07 Benefit Entitlement and Percentage in Lieu of Benefits

Effective 2014 June 16:

- (1) Regular Full-Time Employees shall be entitled to all benefits provided by the Collective Agreement, from date of hire subject to the applicable waiting periods.
- (2) Regular Part-Time Employees shall receive ten percent (10%) cost settlement on their pay cheque to cover vacation and statutory holidays plus same prorated cost-share on Life Insurance, MSP, Extended Health Benefits and Dental. Eligibility for SEIB, Sick Leave, bereavement, court/jury duty all on a prorated basis and subject to applicable waiting periods.

Note: Current Part-Time Employees (employees on record as at 2014 June 16) who are converted to a different employment status presently covered by Article 18.07(2) though (5) shall be given a one time option to keep their existing benefits.

- (3) Part-Time and Auxiliary Employees who accumulate up to two thousand (2,000) hours shall receive a twelve percent (12%) cost settlement on their pay cheque to cover welfare benefits, sick leave benefits, vacation and general holidays, and all other miscellaneous benefits.
- (4) Part-Time and Auxiliary Employees who accumulate over two thousand (2,000) hours and up to three thousand five hundred (3,500) hours shall receive a fourteen percent (14%) cash settlement on their pay cheques in lieu of these benefits.
- (5) Part-Time and Auxiliary Employees who have accumulated three thousand five hundred (3,500) hours shall receive a sixteen percent (16%) cash settlement on their pay cheques in lieu of these benefits.
- (6) Part-Time and Auxiliary Employees who elected for benefits prior to date (2014 June 16) will have a one-time option to continue their elected benefits of Medical and Group Life Insurance, with cost-sharing as per Article 18.06, and receive fourteen percent (14%) in lieu of benefits. An employee so electing shall not be covered by paragraph (5) above.
- (7) Temporary Full-Time Employees shall receive four (4) percent cost settlement on their paycheque to cover vacation.

Temporary Full-Time Employees working beyond three (3) calendar months shall be given the option to be covered by Medical and Group Life Insurance with cost sharing as per Article 18.06.

#### 18.08 <u>Analysis of Tenders</u>

The Union President or his/her designate will be advised of the analysis of tenders solicited by the Employer for placing or reviewing the benefits under Section 18.03, 18.04, and 18.05.

### 18.09 <u>Same Sex Benefit Coverage</u>

An employee who is legally married to a same sex spouse or who co-habits with a person of the same sex and promotes such person as a "spouse" (partner), will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.

#### **ARTICLE 19 - SICK LEAVE PROVISIONS**

#### 19.01 Accrual

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

# 19.02 <u>Sick Leave Defined</u>

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

### 19.03 Sick Leave During Leave of Absence

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

#### 19.04 Extension of Sick Leave

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

# 19.05 <u>Deductions from Sick Leave</u>

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

### 19.06 Proof of Illness

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

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

#### 19.07 <u>Sick Leave Records</u>

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

# 19.08 <u>Family Illness</u>

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

#### 19.09 Notification

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

#### 19.10 Sick Leave Subrogation

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 that the employee succeeded in recovering such wages and benefits and the Employer shall reimburse the employee's sick leave bank the number of sick days used by the employee in proportion to the total amount of money recovered. This provision includes claims made to ICBC.

# 19.11 Long Term Disability Plan

Effective 2014 June 16:

Employees shall be covered by a Long Term Disability Plan. Upon acceptance of a claim, employees shall be covered by a Long Term Disability Plan after six (6) months of disability until age 65, less the qualifying period. Coverage will be seventy percent (70%) of the first \$3000 of monthly earnings and fifty percent (50%) of the remaining monthly salary to a maximum of \$10,000. The cost of the Plan will be borne entirely by the employees. Eligible employees, upon completion of a three (3) month waiting period, shall become members of the Long Term Disability Plan as a condition of employment which will provide for 70% salary continuation after six (6) months of disability until age 65.

#### ARTICLE 20 - SERVICE SEVERANCE PAY

#### 20.01 Retirement

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

The above paragraph shall have no application to employees hired after 1999 February 11. Regular Full-Time Employees hired after 1999 February 11 and who retire (as defined by the Rules of the Municipal Pension Plan) with a minimum of ten (10) years of service with the Employer shall be paid twenty (20) days' pay upon retirement.

### 20.02 Service Severance Paid to the Estate

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

#### 20.03 Effective Date

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

#### 20.04 Definitions

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

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

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

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

# <u>Bi-weekly rate x 26</u> = Daily Rate 261

#### ARTICLE 21 - LEAVE OF ABSENCE

#### 21.01 For Union Business

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

#### 21.02 For Union Duties

- (a) It is agreed that official representatives of the Union be granted leave of absence without pay to attend Union conventions or perform any other function on behalf of the Union and its affiliation, provided not more than three (3) Union representatives shall be away at any one time. Such leave of absence shall not affect the employee's seniority and/or benefits contained in the Agreement.
- (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 Employer for a period up to one (1) year and shall be renewed each year on request during his or her term of office.

#### Effective 2014 June 16:

- (c) The Employer agrees to continue to pay such representatives regular pay and shall submit an account to the Union for such amount plus an additional flat rate of thirty-five percent (35%) of the wages to offset the costs of benefits paid by the District while representatives are on leave of absence. The flat rate percentage is intended to reflect District costs associated with vacation, general holidays, sick leave, workers' compensation, Canada Pension, Employment Insurance, Group Life Insurance, Medical Services Plan, Extended Health, Dental and Municipal Pension Plan.
- (d) The Employer shall submit an invoice to the Union and the Union shall then reimburse the Employer to the amount of the account to be rendered within sixty (60) days of receipt.
- (e) The Employer and the Union shall jointly review the burden flat rate percentage annually to ensure a reasonable recovery of costs associated with benefits as noted in Article 21.02(c) and any new benefits as they arise. Any adjustments will be by mutual consent.

#### 21.03 Bereavement Leave

A Regular Employee shall be granted leave and may be granted a maximum of five (5) regularly scheduled consecutive work days' leave without loss of pay or benefits in the case of either death or terminal illness of a parent (including step or foster), parent-in-law, spouse (including common-law), brother, sister, child (including step or foster), or grandchild. A Part-Time Employee shall be entitled to such leave without loss of pay or benefits for any previously scheduled shifts within five (5) calendar days following the death of such relatives.

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

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

### 21.04 For Public Duties

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

### 21.05 Mourner's Leave

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

#### 21.06 General Leave

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

### 21.07 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference

between his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

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

#### 21.08 Maternity and Parental Leave

### (1) <u>Entitlement</u>

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

### (2) <u>Notice Requirements and Commencement of Leave</u>

- (a) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (b) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (c) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (d) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (e) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (f) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

### (3) Return to Work

On resuming employment an employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (4) herein, and vacation entitlement (but not for general holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be

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prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

# (4) Benefits

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

#### (5) Supplementary Employment Insurance Benefits

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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:
  - (1) for the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
  - (2) 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.
- (e) 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.

(f) 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.

# 21.09 Military Leave

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

#### 21.10 Benefit Provision During Leaves of Absence

All benefits, except retention of seniority, terminate for any unpaid leave of absence in excess of four (4) weeks, other than those benefits included in Article 21.08.

#### ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

#### 22.01 Pay Days

Employees shall be paid, in accordance with the attached salary and wage schedule, on a biweekly basis by direct deposit. On each pay day, each employee shall be provided with an itemized statement of their wages and deductions.

### 22.02 Equal Pay for Equal Work

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

#### 22.03 Daily Guarantee

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

- (2) School students (i.e., those who attend a recognized educational institution in B.C. enrolled in a full-time program) reporting for work on school days on the call of the Employer: the employee's regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one (1) day of two (2) hours' pay at the employee's regular rate.
- (3) Notwithstanding paragraphs (1) and (2) above, the Daily Guarantee shall be reduced from four (4) hours to two (2) hours for Regular Part-Time, Part-Time, Auxiliary and Temporary Full-Time Employees when attending staff meetings and/or training sessions to a maximum of four (4) occasions per employee per year.

#### (4) Effective 2014 June 16:

The four (4) hour daily guarantee for Aquatic Staff in the CDPR Division shall be replaced with a minimum of two (2) hours subject to the following:

- 1. the application of Article 22.03(3);
- 2. the scheduling of swimming lessons where it is otherwise not possible to create a four (4) hour block of work;
- 3. providing last minute coverage in the event of unexpected absence or increased attendance at aquatic facilities which could not be foreseen; and,
- 4. Article 22.03(1)(b) is not affected by this provision.

### (5) Effective 2014 June 16:

A daily guarantee only applies once in a day, notwithstanding an employee could have a split shift or go home and come back to work which is more than once in the same day.

#### 22.04 Acting Pay

#### Effective 2014 June 16:

(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 the Agreement which is senior to the position which is normally held by the employee, and where the employee acts for more than half the number of hours in a day in the senior-rated position, the employee shall be entitled to receive acting pay for the number of hours spent acting in the higher rated position. The employee shall be entitled to receive the minimum rate of pay in the scale for such senior position, except where the salary received by the employee in their own position is equal to, or exceeds, the minimum rate of the senior position, in which case the employee shall receive the next higher rate in the pay range of the senior position which will provide at least a minimum of four percent (4%).

- (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 he is normally employed shall receive the wage rate of that higher classification while so required to work.
- (c) Where an employee is required by the Employer to act in a lower-rated position, the employee will retain their existing rate of pay while so acting. This provision does not apply in the case of layoffs. When an employee chooses to work in a lower-rated position, the employee will assume the lower rate of pay for the time spent in the lower rated position.
- (d) For the purpose of this section, appointments of employees to a level of higher responsibility must be authorized by the Head of the Department.
- (e) The time spent acting in the higher capacity will count toward the next increment step in the acting position. It will not, however, count towards the next increment in the position from which the employee has been elevated to act.
- (f) Parks and Recreation employees in Schedule "A" Aquatic Leader 1 and Aquatic Leader 2 will follow the acting pay provision in accordance with Article 22.04(b).

#### 22.05 Acting Assignments in Exempt Positions

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

### 22.06 Provisions for Meals and Rest Periods on Overtime

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

In each four (4) hour work period there shall be a fifteen (15) minute rest period. An employee required to work more than two (2) hours' overtime immediately following their regular shift shall be provided with a meal, or an allowance of \$10.00 (effective 2014 June 16, \$12.00), by the Employer.

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

Effective 2014 June 16:

Employees required to work more than four (4) hours of overtime, with the exception of prescheduled overtime, shall be provided with a meal or an allowance of twelve dollars (\$12.00) by the Employer. Prescheduled overtime shall be defined as overtime scheduled with a minimum of four (4) hours prior notification.

#### 22.07 Education Allowances

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

#### 22.08 Fees and Licenses

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

#### 22.09 Premium Pay - Raw Sewage

Effective 2014 June 16:

Employees working on sewer infrastructure shall be paid a premium of seventy-five cents (\$0.75) per hour while they are in physical contact with human raw sewage. The Superintendent of Sewer Works shall determine when this premium shall be paid.

# 22.10 Parks Litter/Garbage Collection Premium

Effective 2014 June 16, Parks employees assigned to the litter/garbage collection route shall be paid a premium of fifty cents (50¢) per hour while so assigned and where the Employer has determined this premium is to be paid.

#### 22.11 Premium Pay - Brushing

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

### 22.12 <u>Premium Pay – Snow Ploughing/Sanding/Salting</u>

Labourers engaged in snowploughing/sanding/salting duties using a one-ton truck shall be paid a premium of fifty cents (\$0.50) per hour while performing such duties.

### 22.13 <u>Tradesperson 2 Tools</u>

All employees in the classifications of Tradesperson Foreman, Tradesperson 2 – Mechanic, Tradesperson 2 – Carpenter, Tradesperson 2 – Plumber, Tradesperson 2 – Electrician, and Apprentice Mechanic shall be required to provide the hand tools required to perform their work for the Employer.

#### 22.14 Mechanic Tool Insurance

In recognition of the fact that Mechanics are required to provide their own tools, the Employer will provide fire and major theft insurance for mechanic-owned tools and equipment that are used in the work required by the Employer provided that the employee submits a list of items for approval annually. The coverage will have a fifteen thousand dollar (\$15,000) cap and two hundred dollar (\$200) deductible payable by the employee and proof of theft will be required by the Employer. Subject to the Employer reviewing the list of items submitted annually by the employee, the Employer may agree to increase the cap on an individual basis based on approval of the list submitted by the employee.

#### 22.15 <u>First Aid Allowance</u>

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

- (1) Occupational First Aid Level 1 forty cents (\$.40) per hour;
- (2) Occupational First Aid Level 2 fifty cents (\$.50) per hour;
- (3) Occupational First Aid Level 3 sixty cents (\$.60) per hour.

#### 22.16 <u>Boot Allowance</u>

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

#### 22.17 Clothing and Broken Tool Replacement Policies

- (1) The Municipality agrees to supply:
  - (i) two (2) pairs of clean coveralls per week per mechanic;
  - (ii) two (2) pairs of clean coveralls per week per operator of paint and spray machines while actually spraying;
  - (iii) two (2) rubberized suits and suitable oxygen masks for each pump station;
  - (iv) two (2) pairs of clean coveralls per week per person for the parks garbage detail, garbage dump attendant, and the street sweeper driver;

- leather gauntlet style gloves shall be made available to all brushing crew employees;
- (vi) Municipality agrees to test the use of disposable lab coats for Exhibits Clerk position;
- (vii) two (2) pairs of clean coveralls per week for employees classified as: Electro-Mechanical Technician, Labourer Electro-Mechanical, Equipment Operator 3 Flusher Truck, Foreman 2 Sewers, Labourer Sewers, Maintenanceworker Utilities, and Water Maintenanceworker where the employee is exposed to contaminant or hazardous material.
- (2) In any case, where mechanics and carpenters are required by the Employer to provide their own hand tools and where such hand tools are broken as a result of such employees carrying out the required duties and responsibilities in a proper manner, then the Employer shall pay the cost of replacing such broken hand tools, unless the employee is able to effect replacement without cost to themselves under the terms of a guarantee or warrantee, provided the replacement is approved by the appropriate Supervisor.

### 22.18 <u>Mileage Allowance</u>

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

- (1) Effective 2014 June 16, employees, other than those covered by Section (2), shall be paid in accordance with maximum non-taxable Canada Revenue Agency Guidelines.
- (2) Where employees require transportation to perform their work responsibilities, the Employer will attempt to provide a municipal vehicle for this purpose. If a municipal vehicle is not available the Employer will pay the allowance provided under Section (1) for all kilometres the employee uses their personal vehicle on Employer business.
- (3) For the purpose of this clause, all kilometers shall be calculated from the first to the last day of each calendar month.

#### 22.19 Time Sheets

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

#### 22.20 Market Adjustment

Where a classification has been identified by the Employer as being behind market and such class has been difficult to recruit for or to retain employees in, the Employer may temporarily increase the rate of pay for the class by up to two pay grades (or its percentage equivalent). Such adjustments will be reviewed annually.

Upon such annual review, if a classification is found to be above market then the rate for the class will revert to the pay grade or hourly rate in effect prior to the time the temporary increase was applied. Those employees found to be above the range will remain at their current rate until such time as normal increments or general increases match or exceed the employee's current rate, at which time employees shall again become eligible for increments and general increases.

#### 22.21 Environmental Operator Certificate Program

Where a job specification and/or description does not require an employee to hold an Environmental Operator Certificate Program (EOCP) Level 3 or 4 certificate and the Employer approves an employee to attain either certificate and the employee does attain the certificate, such employee shall be eligible to receive a bi-weekly premium as follows:

Level 3 - \$60.00 biweekly Level 4 - \$80.00 biweekly

An employee who currently holds a Level 2 certificate and has been approved by the Employer to attain a Level 3 certificate shall be eligible to receive a premium of \$40.00 biweekly after the completion of 50% of the required training and experience for a Level 3 certificate.

Where an employee requests approval to attain an EOCP Level 3 or 4 certificate the employer will not unreasonably withhold approval to attain such certificate.

The Employer and Union agree that these premiums are based on the EOCP program as it exists on 2008 May 05. Should there be changes made to the requirements for attaining these certificates the Employer and the Union will meet to discuss how these premiums apply to the new program or if they should continue to apply at all.

### **ARTICLE 23 - JOB CLASSIFICATION AND RECLASSIFICATION**

#### 23.01 <u>Job Descriptions</u>

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

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

#### 23.02 Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the Union and/or employee feels they are unfairly or incorrectly classified, or when any position not covered by salary and wage schedules attached hereto is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of

the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become effective on a date mutually agreed upon between the parties.

#### 23.03 <u>Reclassifications</u>

- (1) For the trial period it is understood and agreed that in the event of a reclassification to a higher position the employees shall receive no reduction in pay and shall fit the increment schedule accordingly, and at the end of the trial period the employee shall receive the next highest increment of the higher position.
  - In all cases where an employee has been reclassified to a higher classification as to employment after January 1st, 1970, payment of annual salary increments may be made from the anniversary date of such reclassification, and not from the anniversary date of his or her employment by the Employer.
- (2) Adjustment in Pay In the event of reclassification or revaluation results in a lower rate of pay for a position class, the incumbents shall suffer no loss of pay but shall be granted fifty percent (50%) of any general increase until the revised rate of pay is reached.

#### ARTICLE 24 - SAFETY AND HEALTH

#### 24.01 Cooperation on Safety

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

#### 24.02 Union-Employer Safety Committee

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

#### 24.03 Meetings of Committee

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

# 24.04 <u>Safety Measures</u>

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

### 24.05 No Disciplinary Action

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

#### 24.06 Investigation of Accidents

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

# 24.07 Pay for Injured Employees

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

#### 24.08 Transportation of Accident Victims

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

#### 24.09 WorkSafeBC Claim

(1) When an employee misses the next scheduled shift as a result of a workplace injury or disease, the employee will be compensated as follows:

# Regular employees:

- (a) Regular employees will receive an advance equal to their normal net pay from the first shift following the day of injury until their return to work. Time loss will be recorded as WorkSafeBC. Benefit cost share and accruals will continue as if the employee is at work. While the decision on the claim is pending, this advance will only continue while the employee has available paid entitlements sufficient to repay the advance in the event the claim is denied.
- (b) Effective 2014 June 16, where an employee is injured while working for another Employer, Maple Ridge will not top up any difference to net pay for an injury occurring with the other Employer.
- (c) Wage loss benefits received from WorkSafeBC will be paid to the Employer.

- (d) Upon completion of the claim, the advance shall be repaid by the money received from WorkSafeBC and by the payment of the employee's sick leave credits.
- (e) If the claim is denied, the employee will be required to repay the advance using available paid entitlements.
- (f) If a claim is subsequently accepted due to appeal, the appeal decision will be implemented at that time in accordance with item (c) above.

#### Part-Time and Auxiliary Employees

Part-Time and Auxiliary Employees will receive wage loss benefits directly from WorkSafeBC upon acceptance of their claim.

(2) The Union, the Joint Safety and Health Committee and the representatives thereof shall have full access to employee accident reports and other Employer safety and non-confidential health records in the possession of the Employer, including records, reports and other data provided to and by WorkSafeBC and the Government and its agencies.

#### 24.10 Job Safety Orientation

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

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

# 24.11 <u>District Vehicles - Safety Checks</u>

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

#### 24.12 Disclosure of Information

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

### ARTICLE 25 - TECHNOLOGICAL AND OTHER CHANGES

25.01 The Employer recognizes that it has a responsibility to its employees before the introduction of any technological changes or methods of operation which may adversely affect the continued

employment of regular employees, conditions of employment, wage rates, or work load. In this respect the Council of the Corporation of the District of Maple Ridge shall notify the Union.

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

#### **ARTICLE 26 - TRAINING PROGRAM**

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

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

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

# **ARTICLE 27 - JOB SECURITY**

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

# **ARTICLE 28 - GENERAL CONDITIONS**

# 28.01 <u>Proper Facilities</u>

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

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

#### 28.02 Bulletin Boards

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

#### 28.03 <u>Termination</u>

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

### 28.04 Indemnity

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

# 28.05 Plural or Feminine Terms May Apply

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

### 28.06 No Discrimination

It is agreed that there shall be no discrimination, interference, restriction, coercion, harassment or intimidation with respect to an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, mental or physical disability, or membership or activity in the Union.

#### ARTICLE 29 - CONTINUATION OF ACQUIRED RIGHTS

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

# ARTICLE 30 - CROSSING OF PICKET LINES DURING STRIKE

enter any building, property, or busine	ent, except in emergency conditions, will be required to ess where a picket line is in evidence, when such picket f the Province of British Columbia or the Statutes of the
In witness whereof, both parties hereto ha <u>June</u> , 2015.	ve executed these presents on this <u>1<sup>st</sup></u> day of
SIGNED ON BEHALF OF THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE:	SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 622:
"Nicole Read"	"V. Silva"
MAYOR	PRESIDENT
"Ceri Marlo"	"R. Dorrell"
CORPORATE OFFICER	SECRETARY

# SCHEDULE "A"

# **INSIDE PAY GRADES**

<u>Class Title</u>	Schedule "B" Notes	Pay Grade
Accountant 1		21
Accountant 2		23
Accountant 3		25
Accounting Clerk – Revenue		18
Accounting Clerk 1		14
Accounting Clerk 2		17
Administrative Assistant		17
Administrative Assistant – RCMP		19
Administrative Coordinator – Recreation		22
Administrative Program Assistant		17
Administrative Support Assistant – RCMP		17
Animal Licensing Officer	S	16
Aquatic Leader III	C,J,Q	18
Booking Clerk	1	14
Budget Analyst		23
Building Inspector 1		26
Building Inspector 2		28
Building Services Supervisor	С	17
Business Retention & Expansion Officer	C,J	23
Business Support Analyst		23
Business Systems Analyst		28
Buyer		20
By-Law Enforcement Clerk		16
By-Law Enforcement Officer		18
By-Law Enforcement Officer/RCMP Liaison		21
By-Law Services Supervisor		27
Cashier Clerk – Finance		16
Cashier Clerk-Receptionist	I,K	12
Clerk 1	A,I	11
Clerk 2	1	13
Clerk 2 – RCMP	M	13
Clerk 3		17
Clerk Buyer		17
Clerk-Cashier		12
Clerk Typist 2		12
Clerk Typist 2 – RCMP	M	12
Clerk Typist 3		15

<u>Class Title</u>	Schedule "B" Notes	Pay Grade
Clerk Typist 3 (RCMP)	М	15
Committee Clerk		17
Community Policing Officer Coordinator		18
Computer Programmer		23
Computer Support Specialist		21
Coordinator – Aquatics	C,J	22
Coordinator - RCMP Services		17
Court Liaison Assistant		17
Court Liaison Officer		22
C.P.I.C. Operator-Clerk	M	15
Crime Analyst		24
CRU Secretary		15
Customer Service Supervisor		16
Data Management Coordinator		15
Development Cost Charge Coordinator		25
Development Services Technician		16
Drafting Supervisor		25
Draftsperson 1		17
Draftsperson 2		21
Electrical Inspector 1		26
Emergency Coordinator		22
Emergency Program Specialist		20
Engineer Trainee		23
Engineering Assistant 2		17
Engineering Inspector 1	С	17
Engineering Inspector 2	С	22
Engineering Inspector 3		24
Engineering Project Clerk		14
Engineering Technician		24
Engineering Technologist – Projects		26
Engineering Technologist – Projects (Operations)	С	26
Engineering Technologist 1		25
Engineering Technologist 1 (Operations)	С	25
Environmental Officer		25
Environmental Planner		30
Environmental Technician		24
Exhibits Custodian		17
Facilities Maintenance Coordinator		22
Facilities Support Programmer	C,J	18

<u>Class Title</u>	Schedule "B" Notes	Pay Grade
Field Allocator		17
Film Production Liaison		17
Financial Analyst		25
Fleet Maintenance Coordinator – Clerk Typist III		16
Fleet Maintenance Coordinator – Exhibits Custodian		17
Fleet System Technician	С	17
Forensic Video Technician	-	19
GIS. Secretary	M	15
GIS Technician		24
Geographic Information Systems Coordinator (GIS)		28
Geomatics Supervisor		28
Help Desk Coordinator		19
Human Resources Assistant		17
Information Officer	M	15
Information and Privacy Coordinator		19
Information Services Support Specialist		24
Instrumentperson 1		17
Instrumentperson 2		21
Legislative Clerk		15
Licence Inspector/By-Law Enforcement Officer		21
Mail Clerk		9
Maintenance Technician	R	19
Mapping and Graphics Technician		22
Master Name Index (MNI) Reviewer	M	15
Media Relations/Training Assistant		19
Municipal Reader		19
Network Analyst		26
Network Support Specialist		28
Office Supervisor	С	19
Park Planning Technician		26
Parks & Leisure Services Clerk		14
Payroll Clerk		16
Payroll Clerk – Senior		19
Plan Checker 1		19

<u>Class Title</u>	Schedule "B" Notes	Pay Grade
Plan Checker 2		23
Planner 1		28
Planner 2		30
Planning Assistant 1		17
Planning Assistant 2		20
Planning Assistant 3		22
Planning Landscape Technician		24
Planning Technician		24
Plumbing & Gas Inspector 1		26
PRIME Assistant		17
PRIME Operator	M	15
PRIME Reviewer		15
Promotional Assistant		16
Protective Services Clerk		14
Purchasing Supervisor		25
Receptionist/Switchboard Operator		12
Receptionist/Switchboard Operator (RCMP)	M	12
Records Coordinator		20
Records Coordinator – RCMP	M	22
Records Management Assistant		17
Recreation Coordinator – Core Area	C,J	22
Recreation Coordinator – Neighbourhood Development	С	22
Recreation Coordinator – Special Events	C,J	22
Recreation Coordinator – Special Services	C,J	22
Recreation Coordinator – Health & Wellness	C,J	22
Recreation Coordinator – Social Planning	С	22
Recreation Coordinator – Youth	C,J	22
Recreation Facililties Supervisor	C,J	22
Recreation Host	С	12
Recreation Program Assistant 1	C,J	14
Recreation Program Assistant 2	C,J	16
Recreation Programmer		18
Registration Clerk-Receptionist	I,K	12
Research Technician		22
Revenue & Collections Supervisor		27
Rodperson	Α	12
Senior Analyst/Programmer		28
Senior Aquatic Leader	Q	15
Senior Development Services Technician		17
Senior License & By-Law Enforcement Officer		23

<u>Class Title</u>	Schedule "B" Notes	Pay Grade
Senior Parks & Leisure Services Clerk		15
Senior Planning Technician		26
Site Grading Technologist		24
Special Events Assistant	С	16
Storekeeper 1A	C,D,G	15
Storekeeper 2	C,D,G	19
Subdivision and Development Technologist		24
Support Services Supervisor	M	20
Systems Analyst 1		23
Systems Analyst 2		26
Trades Inspector		26
Traffic Clerk		15
Traffic Technician		23
Traffic and Transportation Technologist		28
User Support Assistant		16
Volunteer Program Coordinator – RCMP	M	18
Volunteer Services Supervisor	M	20
Working Supervisor – Customer Service Centre		19
Youth Program Assistant I	C,J	14
Youth Program Assistant II	C,J	16
Youth Programmer	C,J	18

# **PAY GRADE RATES**

# Key:

A – Effective 2012 April 01 - 2013 March 31

B – Effective 2013 April 01 - 2014 March 31

D – Effective 2015 April 01 – 2016 March 31

Pay Grade	Effective Date	Stop 1	Stop 2	Stop 2	Stop 1
<u>Pay Grade</u>	Date	<u>Step 1</u>	Step 2	Step 3	Step 4
9	А	17.63	18.58	19.55	20.60
•	В	17.94	18.91	19.89	20.96
	C	18.25	19.24	20.24	21.33
	D	18.62	19.62	20.64	21.76
10	Α	18.32	19.31	20.32	21.40
	В	18.64	19.65	20.68	21.77
	С	18.97	19.99	21.04	22.15
	D	19.35	20.39	21.46	22.59
11	Α	19.08	20.09	21.16	22.28
	В	19.41	20.44	21.53	22.67
	С	19.75	20.80	21.91	23.07
	D	20.15	21.22	22.35	23.53
12	٨	10.79	20.86	21.07	23.21
12	A B	19.78 20.13	20.86	21.97 22.35	23.62
	С	20.13	21.23	22.33	24.03
	D	20.48	22.03	23.19	24.03
	D	20.69	22.03	23.19	24.31
13	Α	20.60	21.73	22.90	24.12
	В	20.96	22.11	23.30	24.54
	С	21.33	22.50	23.71	24.97
	D	21.76	22.95	24.18	25.47
14	Α	21.40	22.57	23.81	25.13
	В	21.77	22.96	24.23	25.57
	С	22.15	23.36	24.65	26.02
	D	22.59	23.83	25.14	26.54
15	А	22.28	23.47	24.80	26.15
-	В	22.67	23.88	25.23	26.61
	C	23.07	24.30	25.67	27.08
	D	23.53	24.79	26.18	27.62
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# Pay Grade Rates (cont'd)

# Key:

A – Effective 2012 April 01 - 2013 March 31 B – Effective 2013 April 01 - 2014 March 31

	Effective				
Pay Grade	Date	<u>Step 1</u>	Step 2	Step 3	Step 4
16	Α	23.21	24.46	25.81	27.26
	В	23.62	24.89	26.26	27.74
	С	24.03	25.33	26.72	28.23
	D	24.51	25.84	27.25	28.79
17	Α	24.12	25.46	26.87	28.40
	В	24.54	25.91	27.34	28.90
	С	24.97	26.36	27.82	29.41
	D	25.47	26.89	28.38	30.00
18	А	25.13	26.51	27.99	29.54
	В	25.57	26.97	28.48	30.06
	С	26.02	27.44	28.98	30.59
	D	26.54	27.99	29.56	31.20
19	А	26.15	27.61	29.15	30.79
	В	26.61	28.09	29.66	31.33
	C	27.08	28.58	30.18	31.88
	D	27.62	29.15	30.78	32.52
20	А	27.26	28.77	30.38	32.09
20	В	27.74	29.27	30.91	32.65
	C	28.23	29.78	31.45	33.22
	D	28.79	30.38	32.08	33.88
21	۸	20.40	20.07	24.65	22.44
21	A	28.40	29.97	31.65	33.41
	В	28.90	30.49	32.20	33.99
	С	29.41	31.02	32.76	34.58
	D	30.00	31.64	33.42	35.27
22	Α	29.54	31.21	32.96	34.80
	В	30.06	31.76	33.54	35.41
	С	30.59	32.32	34.13	36.03
	D	31.20	32.97	34.81	36.75

# Pay Grade Rates (cont'd)

# Key:

A – Effective 2012 April 01 - 2013 March 31 B – Effective 2013 April 01 - 2014 March 31

	Effective				
Pay Grade	<u>Date</u>	<u>Step 1</u>	Step 2	Step 3	Step 4
23	Α	30.79	32.52	34.34	36.32
	В	31.33	33.09	34.94	36.96
	С	31.88	33.67	35.55	37.61
	D	32.52	34.34	36.26	38.36
24	Α	32.09	33.92	35.83	37.86
	В	32.65	34.51	36.46	38.52
	С	33.22	35.11	37.10	39.19
	D	33.88	35.81	37.84	39.97
25	А	33.41	35.33	37.32	39.45
	В	33.99	35.95	37.97	40.14
	С	34.58	36.58	38.63	40.84
	D	35.27	37.31	39.40	41.66
26	А	34.80	36.79	38.89	41.13
20	В	35.41	37.43	39.57	41.85
	C	36.03	38.09	40.26	42.58
	D	36.75	38.85	41.07	43.43
	J	30.73	30.03	11.07	13.13
27	Α	36.32	38.38	40.55	42.87
	В	36.96	39.05	41.26	43.62
	С	37.61	39.73	41.98	44.38
	D	38.36	40.52	42.82	45.27
28	Α	37.86	40.02	42.31	44.72
	В	38.52	40.72	43.05	45.50
	С	39.19	41.43	43.80	46.30
	D	39.97	42.26	44.68	47.23
29	А	39.45	41.68	44.08	46.64
	В	40.14	42.41	44.85	47.46
	С	40.84	43.15	45.63	48.29
	D	41.66	44.01	46.54	49.26

# Pay Grade Rates (cont'd)

# <u>Key</u>:

A – Effective 2012 April 01 - 2013 March 31 B – Effective 2013 April 01 - 2014 March 31

	Effective				
Pay Grade	Date	Step 1	Step 2	Step 3	Step 4
30	Α	41.13	43.48	45.98	48.65
	В	41.85	44.24	46.78	49.50
	С	42.58	45.01	47.60	50.37
	D	43.43	45.91	48.55	51.38

# **OUTSIDE HOURLY RATES**

# Key:

A – Effective 2012 April 01 - 2013 March 31

B – Effective 2013 April 01 - 2014 March 31

D – Effective 2015 April 01 – 2016 March 31

	Sched. "B"	Effec.		Steps		
<u>Job Title</u>	Notes	<u>Date</u>	1	2	3	
Asphalt Raker		Α	25.98			
		В	26.43			
		С	26.89			
		D	27.43			
Building Service Worker	E,H,Q	Α	24.14			
		В	24.56			
		С	24.99			
		D	25.49			
Concrete Finisher		Α	27.64			
		В	28.12			
		С	28.61			
		D	29.18			
Custodial Guard 1	F	Α	22.29	23.21	24.12	
		В	22.68	23.62	24.54	
		С	23.08	24.03	24.97	
		D	23.54	24.51	25.47	
Custodial Guard 2	F	А	23.21	24.12	25.12	
	•	В	23.62	24.54	25.56	
		C	24.03	24.97	26.01	
		D	24.51	25.47	26.53	
			251	23.17	20.33	
Custodial Guard 3	F	Α	25.12	26.09	27.12	
		В	25.56	26.55	27.59	
		C	26.01	27.01	28.07	
		D	26.53	27.55	28.63	
Electronics Technician		Α	26.15	27.61	29.15	30.79
		В	26.61	28.09	29.66	31.33
		C	27.08	28.58	30.18	31.88
		D	27.62	29.15	30.78	32.52

# Outside Hourly Rates (cont'd)

# Key:

A – Effective 2012 April 01 - 2013 March 31 B – Effective 2013 April 01 - 2014 March 31

	Sched. "B"	Effec.		Steps	
<u>Job Title</u>	Notes	Date	1	2	3
Equipment Operator 1		Α	26.16		
		В	26.62		
		С	27.09		
		D	27.63		
Equipment Operator 2		Α	26.83		
		В	27.30		
		С	27.78		
		D	28.34		
Equipment Operator 3	0	Α	27.12		
		В	27.59		
		C	28.07		
		D	28.63		
Equipment Operator 4a		Α	28.49		
		В	28.99		
		С	29.50		
		D	30.09		
Equipment Operator 4a/Truck		А	28.49		
Driver		В	28.99		
		С	29.50		
		D	30.09		
Equipment Operator 4b		Α	29.14		
Equipment Operator 15		В	29.65		
		C	30.17		
		D	30.77		
For the sect Occupies 5		•	20.47		
Equipment Operator 5		A	30.17		
		В	30.70		
		С	31.24		
		D	31.86		

# Outside Hourly Rates (cont'd)

# <u>Key</u>:

A – Effective 2012 April 01 - 2013 March 31 B – Effective 2013 April 01 - 2014 March 31

	Sched. "B"	Effec.		Steps	
<u>Job Title</u>	Notes	Date	1	2	3
Fixed Equipment Maintainer		Α	32.85		
		В	33.42		
		С	34.00		
		D	34.68		
Foreman 2 (Cemetery)	В	Α	29.76	30.65	31.61
rereman 2 (cernetery)	J	В	30.28	31.19	32.16
		C	30.81	31.74	32.72
		D	31.43	32.37	33.37
			51.15	32.37	33.37
Foreman II – Engineering		Α	29.76	30.65	31.61
Operations		В	30.28	31.19	32.16
·		С	30.81	31.74	32.72
		D	31.43	32.37	33.37
Foreman II - Horticulture		Α	29.76	30.65	31.61
		В	30.28	31.19	32.16
		С	30.81	31.74	32.72
		D	31.43	32.37	33.37
Foreman II – Parks and		Α	29.76	30.65	31.61
Recreation		В	30.28	31.19	32.16
		С	30.81	31.74	32.72
		D	31.43	32.37	33.37
Foreman 3		Α	34.39	35.43	36.39
		В	34.99	36.05	37.03
		С	35.60	36.68	37.68
		D	36.31	37.41	38.43
Foreman – Winter Road		Α	32.85		
Services		В	33.42		
Set vices		C	34.00		
		D	34.68		
		U	34.00		

# Outside Hourly Rates (cont'd)

# Key:

A – Effective 2012 April 01 - 2013 March 31 B – Effective 2013 April 01 - 2014 March 31

	Sched. "B"	Effec.		Steps	
<u>Job Title</u>	<u>Notes</u>	Date	1	2	3
Garage Assistant		Α	26.16		
-		В	26.62		
		С	27.09		
		D	27.63		
Groundskeeper – Fields		Α	30.50		
		В	31.03		
		С	31.57		
		D	32.20		
Labourer		Α	25.38		
		В	25.82		
		С	26.27		
		D	26.80		
Lead Hand – Roads/Drainage		Α	27.09		
		В	27.56		
		С	28.04		
		D	28.60		
Maintenance Worker - Utilities		Α	27.12		
		В	27.59		
		С	28.07		
		D	28.63		
Meter Maintenance Worker		Α	30.51		
		В	31.04		
		С	31.58		
		D	32.21		
Parks Operations Supervisor -		Α	34.39	35.43	36.39
Horticulture/Arboriculture/		В	34.99	36.05	37.03
Sportsfield		С	35.60	36.68	37.68
		D	36.31	37.41	38.43

# Outside Hourly Rates (cont'd)

# <u>Key</u>:

A – Effective 2012 April 01 - 2013 March 31 B – Effective 2013 April 01 - 2014 March 31

	Sched. "B"	Effec.		Steps	
<u>Job Title</u>	Notes	Date	1	2	3
Parks Worker		Α	26.44		
		В	26.90		
		С	27.37		
		D	27.92		
Playground Maintenance		Α	26.44		
Worker		В	26.90		
		С	27.37		
		D	27.92		
Sign Maintainer		۸	26.58		
Sign Maintainer		A B			
			27.05		
		C	27.52		
		D	28.07		
Supervisor – Custodial Guard	F	Α	26.09	27.12	28.40
		В	26.55	27.59	28.90
		С	27.01	28.07	29.41
		D	27.55	28.63	30.00
Tradesperson 1 - Carpenter		Α	30.50		
Tradesperson 1 Carpenter		В	31.03		
		C	31.57		
		D	32.20		
Tradesperson 2 – Plumber		Α	34.38		
		В	34.98		
		С	35.59		
		D	36.30		
Tradesperson 1 – Gardener		Α	30.50		
Tradesperson 1 Gardener		В	31.03		
		С	31.57		
		D	32.20		

# Outside Hourly Rates (cont'd)

# Key:

A – Effective 2012 April 01 - 2013 March 31 B – Effective 2013 April 01 - 2014 March 31

	Sched. "B"	Effec.		Steps	
<u>Job Title</u>	Notes	Date	1	2	3
Tradesperson 2 – Carpenter		Α	34.38		
		В	34.98		
		С	35.59		
		D	36.30		
Tradesperson 2 – Electrician		Α	34.38		
		В	34.98		
		С	35.59		
		D	36.30		
Tradesperson 2 – Gardener		Α	32.47		
Tradesperson 2 Gardener		В	33.04		
		C	33.62		
		D	34.29		
		D	34.23		
Tradesperson 2 – Mechanic	N	Α	34.95		
		В	35.56		
		С	36.18		
		D	36.90		
Tue de consume Faure de consumer	D.N.	^	26.07	27.00	20.07
Tradesperson Foreman	B,N	Α	36.87	37.90	38.87
		В	37.52	38.56	39.55
		С	38.18	39.23	40.24
		D	38.94	40.01	41.04
Trail Maintenance Worker	Р	Α	27.09		
		В	27.56		
		C	28.04		
		D	28.60		
			20.00		
Truck Driver 2		Α	26.62		
		В	27.09		
		С	27.56		
		D	28.11		

## Outside Hourly Rates (cont'd)

# <u>Key</u>:

A – Effective 2012 April 01 - 2013 March 31 B – Effective 2013 April 01 - 2014 March 31 C – Effective 2014 April 01 – 2015 March 31 D – Effective 2015 April 01 – 2016 March 31

	Sched. "B"	Effec.		Steps	
<u>Job Title</u>	Notes	Date	1	2	3
Truck Driver 3		Α	26.91		
		В	27.38		
		С	27.86		
		D	28.42		
Truck Driver – Tandem		Α	27.76		
Trailer		В	28.25		
		С	28.74		
		D	29.31		
Utility Equipment Operator	Α	Α	28.49	29.14	30.17
		В	28.99	29.65	30.70
		С	29.50	30.17	31.24
		D	30.09	30.77	31.86
Water Maintenance Worker		Α	27.76		
		В	28.25		
		С	28.74		
		D	29.31		
Water System Operator		Α	34.38		
		В	34.98		
		С	35.59		
		D	36.30		
Yardperson 2		Α	26.83		
		В	27.30		
		С	27.78		
		D	28.34		

#### Outside Hourly Rates (cont'd)

#### Key:

A – Effective 2012 April 01 - 2013 March 31

C – Effective 2014 April 01 – 2015 March 31

B – Effective 2013 April 01 - 2014 March 31

D – Effective 2015 April 01 – 2016 March 31

#### **APPRENTICE WAGE RATES**

		A	В	C	D
Apprentice Mechanic	70%	26.03	26.47	26.92	27.45
	72.5%	26.03	26.47	26.92	27.45
	75%	26.21	26.67	27.14	27.68
	77.5%	27.09	27.56	28.04	28.60
	80%	27.96	28.45	28.94	29.52
	82.5%	28.83	29.34	29.85	30.44
	85%	29.71	30.23	30.75	31.37
	90%	31.46	32.00	32.56	33.21

The Labourer pay rate shall constitute the minimum amount payable.

## PARKS AND RECREATION

#### Key:

A – Effective 2012 April 01 - 2013 March 31 B – Effective 2013 April 01 - 2014 March 31 C – Effective 2014 April 01 – 2015 March 31

D – Effective 2015 April 01 – 2016 March 31

	Sched. "B"	Effec.		Ste	eps	
Job Title	Notes	<u>Date</u>	1	2	3	4
Access Leader		А	21.40	22.57	23.81	25.13
Access Leader		В	21.77	22.96	24.23	25.57
		C	22.15	23.36	24.25	26.02
		D	22.59	23.83	25.14	26.54
Access Support Worker	J	А	17.19	17.54	17.86	18.18
		В	17.49	17.85	18.17	18.50
		С	17.80	18.16	18.49	18.82
		D	18.16	18.52	18.86	19.20
Aquatic Leader 1	Q	А	20.48			
·		В	20.84			
		С	21.20			
		D	21.62			
Aquatic Leader 2	Q	А	21.81	22.71	23.47	
		В	22.19	23.11	23.88	
		С	22.58	23.51	24.30	
		D	23.03	23.98	24.79	
Children's Program Leader	J	Α	15.87			
		В	16.15			
		С	16.43			
		D	16.76			
Child/Youth Supervisor		Α	18.52	18.85	19.18	19.50
		В	18.84	19.18	19.52	19.84
		С	19.17	19.52	19.86	20.19
		D	19.55	19.91	20.26	20.59

## Parks and Recreation (cont'd)

## Key:

A – Effective 2012 April 01 - 2013 March 31 B – Effective 2013 April 01 - 2014 March 31 C – Effective 2014 April 01 – 2015 March 31 D – Effective 2015 April 01 – 2016 March 31

	Sched. "B"	Effec.		Ste	ps	
<u>Job Title</u>	Notes	Date	1	2	3	4
Child/Youth Worker	J	Α	17.19	17.54	17.86	18.18
		В	17.49	17.85	18.17	18.50
		С	17.80	18.16	18.49	18.82
		D	18.16	18.52	18.86	19.20
Recreation Support Staff	J	Α	13.22			
		В	13.45			
		С	13.69			
		D	13.96			

69.

#### SCHEDULE "B"

#### NOTES TO SCHEDULE "A"

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

Pay Grades 9 to 14 6 month eligibility to move from Steps 1 to 2 and 2 to 3; thereafter 12

month eligibility;

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

eligibility;

Pay 16 and above 12 month eligibility.

Effective 2014 June 16, eligibility for increment advancement for the following positions:

Child/Youth Worker Access Support Worker Access Leader Child/Youth Supervisor

shall be calculated in months based on equivalent hours worked as follows:

6 months equivalent hours of eligibility to move from Step 1 to 2. 6 months equivalent hours of eligibility to move from Step 2 to 3. 12 months equivalent hours of eligibility to move from Step 3 to 4.

Notwithstanding the progression above, upon hiring, an employee may be started at any step of the Pay Grade applicable to the employee's classification at the discretion of the Director of Human Resources or designate. In the event an employee is hired above the first step of the applicable Pay Grade the Employer will review all other employees in the same classification and department as the newly hired employee. Where a comparison between an existing employee and the newly hired employee justifies a change in step on the Pay Grade the existing employee shall have their step adjusted accordingly effective the date the newly hired employee commenced employment. An employee who has their step adjusted under this paragraph shall have their eligibility for advancement date measured from the date of this change.

A. The following classes receive semi-annual increments:

Clerk 1 Rodperson Utility Equipment Operator

B The following classes receive annual increments:

Foreman 2 (Cemetery) Tradesperson Foreman

C The following classes of positions work a 40-hour work week and shall be paid for the hours worked:

All CDPR Coordinators All CDPR Program Assistant **All CDPR Programmers** Aquatic Leader 3 **Building Service Supervisor Business Retention and Expansion Officer** Engineering Inspector 1 **Engineering Inspector 2** Engineering Technologist 1 – Operations **Engineering Technologist Projects - Operations Facilities Support Programmer** Fleet Maintenance Technician Office Supervisor **Recreation Facilities Supervisor Recreation Host Special Events Assistant** Storekeeper 1A Storekeeper 2

D The following classes of positions shall receive a premium when required to operate a small tractor with attachments. Such premium shall be the difference between the incumbent's hourly rate and the appropriate Equipment Operator rate:

Storekeeper 1A Storekeeper 2

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

**Building Service Worker** 

#### F Custodial Guards

Custodial Guards work eight (8) consecutive hours on shift with no breaks. Applicable overtime rates are paid after an employee has worked eight (8) consecutive hours. For the purposes of the application of overtime on "Saturday and Sunday", Custodial Guards are recognized as working a Non-Standard Work Week in Article 13.03 of the Collective Agreement.

#### Supervisor – Custodial Guards

Employees working as a Supervisor – Custodial Guards shall work any eight (8) consecutive hours between 7:00 am and 6:00 pm, Monday to Friday. The Employer shall provide forty-eight (48) hours' notice of a change in an employee's daily hours. An employee may agree to waive this notice period however, should the employee not waive the notice period then the Overtime provisions of Article 15.01 shall apply.

#### **Custodial Guard 2**

Employees working as a Custodial Guard 2 shall work a rotation of afternoon and graveyard shifts as described herein. The afternoon shift shall be any eight (8) consecutive hours between 3:00 p.m. and 2:00 a.m., Tuesday to Saturday. The graveyard shift shall be any eight (8) consecutive hours from 11:00 p.m. to 10:00 a.m., Wednesday to Sunday. The Employer shall provide forty-eight (48) hours' notice of a change in an employee's daily hours. An employee may agree to waive this notice period however, should the employee not waive the notice period then the Overtime provisions of Article 15.01 shall apply.

The employees rotate between afternoon and graveyard shifts weekly. The Employer must provide the employees with two weeks' notice of changes to the frequency of the rotation.

#### Custodial Guard I

Employees working as a Custodial Guard 1 may work up to eight (8) consecutive hours during times when a Custodial Guard 3 or Custodial Guard 2 is not scheduled to work and also in relief of a Custodial Guard 3 or Custodial Guard 2. The Employer shall provide forty-eight (48) hours' notice of a change in an employee's daily hours. An employee may agree to waive this notice period however, should the employee not waive the notice period then the Overtime provisions of Article 15.01 shall apply.

Positions based on an eight (8) hour day, forty (40) hour week which shall work from 8:00 a.m. to 4:30 p.m. or as adjusted for summer hours under Article 14.02, with a one-half (½) hour lunch period, and staggered office hours to ensure that the office remains open during the full working day, Monday to Friday inclusive, without premium pay:

Storekeeper 1A Storekeeper 2

- H Building Service Workers may work 5 x 8 hour shifts or 4 x 10 hour shifts weekly which may include day shift, afternoon shift and/or night shift. Depending on the work week configuration, employees working a full shift shall be entitled to either a ten (10) minute or a fifteen (15) minute rest period in each of the first and second half of the shift. The 5 x 8 hour shifts will have a thirty (30) minute unpaid lunch break and the four day configuration shall have a forty (40) minute unpaid lunch break.
- Positions at the Leisure Complex based on a thirty-five (35) hour week under Article 13.01, which may work any seven (7) hours or part thereof between the hours of 5:45 a.m. and 11:30 p.m., Monday to Sunday, inclusive, without shift differential:

Booking Clerk
Cashier-Clerk/Receptionist
Clerk 1
Clerk 2
Registration Clerk-Receptionist

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

Aquatic Leader 3
Business Retention and Expansion Officer
Coordinator - Aquatics
Coordinator - Special Events
Coordinator - Special Services
Coordinator - Special Services
Coordinator - West Area
Coordinator - West Area
Coordinator - Youth
Facilities Support Programmer
Recreation Facilities Supervisor
Recreation Program Assistant
Youth Program Assistant II

K The following classes of positions which are based on a seven (7) hour day, thirty-five (35) hour week, may be required to work more than five (5) consecutive shifts in a week or more than thirty-five (35) hours in a week without overtime rates being paid. It is understood that appropriate overtime rates are to be paid only for all hours worked in excess of an average of thirty-five (35) hours a week in a two (2) week period or for all hours worked in excess of seven (7) hours in a shift. It is expressly stated that any seven (7) hours need not be consecutive:

Cashier-Clerk Receptionist Registration Clerk-Receptionist

Youth Programmer

- L Clerical staff positions in the Information Services Department and in the Engineering Operations, based on a thirty-five (35) hour week under Article 13.01, may work any seven (7) hours between the hours of 8:00 a.m. and 5:00 p.m., Monday to Friday, or as adjusted for summer hours under Article 14.02.
- Positions based on Article 13.01 which may, at the discretion of the Commanding Officer of the R.C.M.P. or his duly appointed representative, work any seven (7) hours between the hours of 7:00 a.m. (6 a.m. effective only to new incumbents to the classification appointed following 2014 June 16 or by mutual agreement for incumbents at 2014 June 16) and 12:00 midnight, Monday to Sunday, inclusive, with shift differential as per Article 14.10. When shifts are changed, or positions hired, employees in the positions will be given shift preference on the basis of seniority.

Information Officer
CPIC Operator-Clerk
Clerk Typist 3
PRIME Operator
GIS Secretary
Receptionist-Switchboard Operator
Clerk 2 - RCMP
PRIME Reviewer
Records Coordinator
Clerk Typist 2 - RCMP
Support Services Supervisor
Volunteer Program Coordinator
Volunteer Services Supervisor
Master Name Index (MNI) Reviewer

N Positions based on an eight (8) hour day/forty (40) hour week; one (1) Mechanic may work 12:30 p.m. to 4:30 p.m. and from 5:00 p.m. to 9:00 p.m. daily, Monday to Friday inclusive, with shift differential as per Article 14.10.

Tradesperson 2 - Mechanic Tradesperson Foreman

O Positions based on an eight (8) hour day/forty (40) hour week which shall work any eight (8) consecutive hours, mutually agreed by the parties, exclusive of lunch, Monday to Friday inclusive, with shift differential as per Article 14.10.

**Equipment Operator 3** 

P Positions based on an eight (8) hour day/forty (40) hour week, which shall work any eight (8) consecutive hours, exclusive of lunch, and five (5) consecutive days, Monday to Sunday, with two (2) days of rest, with shift differential as per Article 14.10.

Parks Division - two (2) employees plus one (1) Trail Maintenance Worker

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

Aquatic Leader 1 Aquatic Leader 2 Aquatic Leader 3

Building Service Worker Program Assistant Senior Aquatic Leader

#### R Maintenance Technician

Employees in this class shall work eight (8) consecutive hours between 3:00 p.m. and 11:30 p.m. exclusive of an unpaid 30 minute lunch period. The standard work week shall consist of any five (5) consecutive days including weekend days of Saturday and/or Sunday. The Employer shall provide seven (7) calendar days notice of a change in the employee's schedule. Changes in the employee's schedule shall not be a permanent change to their shift but are to facilitate legitimate business purposes such as meetings with staff and contractors or training that cannot be scheduled during their standard work day or work week.

#### S Animal Licensing Officer

A maximum of two Temporary positions to work during the months of April to September. These positions may work day shift or afternoon shift Monday through Sunday.

# SCHEDULE "C"

# SUPPLEMENTARY VACATION ENTITLEMENT

Year					ENTITLEN	∕IENT YEAR				
Hired	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
2016										15
2015									15	15
2014								15	15	15
2013							15	15	15	15
2012						15	15	15	15	15
2011					15	15	15	15	15	15
2010				15	15	15	15	15	15	15
2009			15	15	15	15	15	15	15	20
2008		15	15	15	15	15	15	15	20	20
2007	15	15	15	15	15	15	15	20	20	20
2006	15	15	15	15	15	15	20	20	20	20
2005	15	15	15	15	15	20	20	20	20	20
2004	15	15	15	15	20	20	20	20	20	25
2003	15	15	15	20	20	20	20	20	25	25
2002	15	15	20	20	20	20	20	25	25	25[5]
2001	15	20	20	20	20	20	25	25	25[5]	25
2000	20	20	20	20	20	25	25	25[5]	25	25
1999	20	20	20	20	25	25	25[5]	25	25	25
1998	20	20	20	25	25	25[5]	25	25	25	25
1997	20	20	25	25	25[5]	25	25	25	25	30[5]
1996	20	25	25	25[5]	25	25	25	25	30[5]	30
1995	25	25	25[5]	25	25	25	25	30[5]	30	30
1994	25	25[5]	25	25	25	25	30[5]	30	30	30
1993	25[5]	25	25	25	25	30[5]	30	30	30	30
1992	25	25	25	25	30[5]	30	30	30	30	30[5]
1991	25	25	25	30[5]	30	30	30	30	30[5]	30
1990	25	25	30[5]	30	30	30	30	30[5]	30	30
1989	25	30[5]	30	30	30	30	30[5]	30	30	30
1988	30[5]	30	30	30	30	30[5]	30	30	30	30
<u>1987</u>	30	30	30	30	30[5]	30	30	30	30	30[5]
<u>1986</u>	30	30	30	30[5]	30	30	30	30	30[5]	30
<u>1985</u>	30	30	30[5]	30	30	30	30	30[5]	30	30
<u>1984</u>	30	30[5]	30	30	30	30	30[5]	30	30	30
1983	30[5]	30	30	30	30	30[5]	30	30	30	30
<u>1982</u>	30	30	30	30	30[5]	30	30	30	30	30[5]
<u>1981</u>	30	30	30	30[5]	30	30	30	30	30[5]	30
<u>1980</u>	30	30	30[5]	30	30	30	30	30[5]	30	30
<u>1979</u>	30	30[5]	30	30	30	30	30[5]	30	30	30
1978	30[5]	30	30	30	30	30[5]	30	30	30	30
<u>1977</u>	30	30	30	30	30[5]	30	30	30	30	30[5]
<u>1976</u>	30	30	30	30[5]	30	30	30	30	30[5]	30
1975	30	30	30[5]	30	30	30	30	30[5]	30	30
1974	30	30[5]	30	30	30	30	30[5]	30	30	30

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#### SCHEDULE "D"

#### **RESIDUAL ITEMS**

#### 1997-2000 Memorandum of Agreement

#### 1. Joint Benefits Committee

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

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

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

<sup>\*</sup>This Committee was renewed in the 2003 Memorandum of Agreement.

between the

#### CORPORATION OF THE DISTRICT OF MAPLE RIDGE

and the

#### CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

#### **RE: EMPLOYEE ASSISTANCE PROGRAM COMMITTEE**

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

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

"Carl Durksen"

"Jim McBride"

"Jim McBride"

CLERK

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622:

"Moreno Rossi"

PRESIDENT

"Bev Saether"

RECORDING SECRETARY

between the

#### CORPORATION OF THE DISTRICT OF MAPLE RIDGE

and the

#### CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

#### **RE: WORK ASSIGNMENTS FOR ENGINEERING OPERATIONS TRUCK DRIVERS**

In the event the Employer determines that the work to be completed on a given day requires fewer trucks to operate than the number of posted truck drivers (TD2 or TD3) available to operate the trucks then the drivers shall be assigned to the trucks as follows:

- 1. Within each classification, the option to drive a truck will be available to the employees in order of seniority. Specific truck driving assignments will be determined by the Employer. Seniority cannot be used to obtain driving assignments across classification.
- 2. Driving assignment(s) will be determined at the start of the shift only. "Bumping" will not be permitted during a shift.
- 3. This Letter of Understanding applies to the positions of Truck Driver II and Truck Driver III in the Engineering Operations Division only. The parties explicitly state that the terms of this Letter of Understanding do not apply to any other positions in the Collective Agreement.

RESIGNED ON BEHALF OF THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE:	SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622:
"J. Leeburn"	"V. Silva"
Mar 25/09	March 27/09
Date	Date

#### between the

# CORPORATION OF THE DISTRICT OF MAPLE RIDGE LABOUR MANAGEMENT COMMITTEE

and the

#### CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

#### RE: OCCUPATIONAL FIRST AID - LEVEL 2 - LIEU TIME

In recognition of the fact that:

- the level of responsibility associated with an occupational first aid level 2 certificate is significantly higher than that of a level 1 ticket and,
- the training required to obtain the occupational first aid level 2 certificate is substantially more intense than the level 1 training and,
- on occasion, occupational first aid level 2 first aid attendants will respond to first aid situations during non-paid time,

the District and the Union agree to the following:

- 1. Effective January 1, 2004 and at the start of the pay period closest to January 1, April 1, July 1, and October 1 of each year, the District will credit \$250.00 to the lieu bank of each valid occupational first aid level 2 certificate holder. To be eligible for this lieu time, the employee must be recognized by the employer as someone the District requires to hold this certificate. The terms of Article 15.05 (Lieu Time) of the Collective Agreement apply to the use of the lieu time.
- 2. This lieu time is in addition to, and is distinct from, the first aid allowance described in Article 22.15 (First Aid Allowance) of the Collective Agreement.
- 3. This Letter of Understanding is in effect until the conclusion of bargaining to renew the April 1, 2007 to March 31, 2012 Collective Agreement.

RESIGNED ON BEHALF OF THE DISTRICT OF MAPLE	SIGNED ON BEHALF OF THE CANADIAN UNION OF
RIDGE – LABOUR MANAGEMENT COMMITTEE:	PUBLIC EMPLOYEES, LOCAL 622:
"J. Leeburn"	"V. Silva"
Mar 25/09	March 27/09
Date	Date

Amended during drafting of the 2012-16 Collective Agreement to reflect changes in the body of the Agreement.

between the

# CORPORATION OF THE DISTRICT OF MAPLE RIDGE LABOUR MANAGEMENT COMMITTEE

and the

#### CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

#### **RE: PAYMENT OF SHIFT PREMIUM**

It is agreed between the Parties that employees will be entitled to receive shift premium as per the following guidelines:

Shift premium will be paid to employees who are eligible for sick pay hours. Shift premium will only be added to the employee's sick pay for those hours which s/he was previously scheduled to work which attract the shift premium. Shift premium will be calculated for vacation pay as set out in Article 17.13.

RESIGNED ON BEHALF OF THE DISTRICT OF MAPLE RIDGE – LABOUR MANAGEMENT COMMITTEE:	SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622:			
"J. Leeburn"	"V. Silva"			
Mar 25/09	March 27/09			
Date	Date			

Amended during drafting of the 2012-16 Collective Agreement to reflect changes in the body of the Agreement.

between the

#### CORPORATION OF THE DISTRICT OF MAPLE RIDGE

(the "Employer")

and the

#### **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622**

(the "Union")

# WORKERS IN SPECIAL SERVICES, CHILDREN'S SERVICES AND YOUTH SERVICES AND OTHER IDENTIFIED POSITIONS IN RECREATION

#### Context:

The underlying premise of this Letter of Understanding is that programs and services provided by Special Services, Children's Services and Youth Services shall operate with a high degree of flexibility that enables the District to provide services to our community within a limited budget. As such, the parties agree to the following terms and conditions:

This Letter of Understanding applies only to the following positions:

Children's Program Leader Child/Youth Worker Recreation Support Staff Access Support Worker

The parties must mutually agree to any additions, deletions or amendments to the list of positions.

The employees in positions covered by this Letter shall be governed by and have access to all articles in the collective agreement that are not specifically excluded or amended in the list below:

#### Article 18.07 (Benefit Entitlement)

Is replaced with the following language:

"Effective, 2014 June 16, employees covered by the Letter of Understanding shall receive a four percent (4%) cost settlement on their pay cheque to cover welfare benefits, sick leave benefits, vacation and general holidays, and other miscellaneous benefits.

Effective 2015 April 01, the cost settlement referred to in paragraph one above shall increase to eight percent (8%).

Letter of Understanding re Workers in Special Services, Children's Services and Youth Services (cont'd)

Effective 2016 March 31, the cost settlement referred to in paragraph one above shall increase to twelve percent (12%).

If, on 2016 March 31, an employee has over two thousand (2,000) hours and up to three thousand five hundred (3,500) hours they shall immediately receive a fourteen percent (14%) cash settlement on his pay cheque in lieu of these benefits. If, after 2016 March 31, an employee accumulates 2000 hours they shall receive a fourteen percent (14%) cash settlement until they accumulate 3500 hours.

If, on 2016 March 31, an employee has accumulated three thousand five hundred (3,500) hours they shall immediately receive a sixteen percent (16%) cash settlement on their pay cheque in lieu of these benefits. If, after 2016 March 31, an employee accumulates 3500 hours they shall receive a sixteen (16%) cash settlement."

#### Article 11.01 (Job Postings)

Replace the first paragraph of this Article with the following:

"When the Employer requires additional employees in Special Services, Children's Services and Youth Services the Employer shall notify the Union in writing and post notice a minimum of five (5) working days in order that all members will know about the positions(s) and be able to make written application. The Employer will post for opportunities a minimum of two times per calendar year, if required. It is recognized that, on occasion, an employee may be hired by Special Services, Children's and Youth Services outside of the two annual posting periods."

#### Article 13 (Hours of Work)

Is replaced by the following Hours of Work and Shift provisions:

Schedule "B", Note J

#### Article 13.04 (Break Periods)

Is replaced with the following language:

"Break Periods will be agreed to by the employee and the supervisor depending on the length of the shift and type of work. It is noted that some types of programs do not allow for breaks that can be taken away and apart from the program participants."

#### Article 14 (Shift Work and Shift Differential)

Is replaced with the following language:

#### Letter of Understanding re Workers in Special Services, Children's Services and Youth Services (cont'd)

"With the exception of the paragraph below, positions covered by this Letter may be scheduled between the hours of 6:00 a.m. and midnight; Monday to Sunday.

The Employer may institute extended shifts for the purposes of overnight activities or overnight and weekend trips. A flat rate will be paid for each of these programs as set out in the following table:

Overnight Events	Twelve (12) hours pay for each twenty
	four (24) hour period at the employee's
	regular rate of pay, for any overnight
	event."

#### Article 14.08 (Posting of Shifts)

Does not apply to shifts dependent on or determined by program registration.

#### Article 14.10 (Shift Differential)

Does not apply to positions covered by this Letter.

#### Article 14.11 (Shift Preference)

Shift preference will be subject to the terms of Article 14.11 except that "ability to perform the work required" will be determined by the application of the Shift Protocol Agreement.

#### Article 15 (Overtime)

Overtime will not apply to Overnight Events.

#### Article 15.03 (General Holidays)

Does not apply to positions covered by this Letter.

#### Article 22.03 (Daily Guarantee)

Is replaced with the following language:

"An employee reporting for a scheduled shift on the call of the Employer shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hour pay at the regular hourly rate. There shall be no split shifting of the two (2) hour shifts.

The minimum call for shifts that are dependent on or determined by program registrations will be one and a half (1.5) hours at the employees regular rate of pay rather than the two hour minimum call described above.

#### Letter of Understanding re Workers in Special Services, Children's Services and Youth Services (cont'd)

It is also understood that employees covered by this Letter may have shifts cancelled or shortened due to circumstances beyond the District's control and there will be no payment for those hours not worked."

#### Article 22.06 (Provisions for Meals and Rest Periods on Overtime)

Does not apply to positions covered by this Letter.

#### Article 23 (Job Classification and Reclassification)

Is replaced with the following language:

"The Employer agrees to create job descriptions for all positions listed in this Letter of Understanding.

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

#### Letters of Understanding

With the exception of the Letters of Understanding relating to the Employee Assistance Program Committee and the Joint Statement on Personal and/or Sexual Harassment, no other Letters of Understanding apply to positions covered by this Letter.

Dated this 29 day of May, 2014.	
SIGNED ON BEHALF OF THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE:	SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622:
"F. King"	"V. Silva"
Frances King	Val Silva, President
Director of Human Resources	
May 29, 2014	May 29, 2014
Date	Date

between the

#### CORPORATION OF THE DISTRICT OF MAPLE RIDGE

(the "Employer")

and the

#### **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622**

(the "Union")

#### **JOB SHARING**

The Employer and the Union agree that where a Regular Full-Time Employee wishes to share their full-time position, that such job sharing agreements may 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;

#### 1. General

- (a) Where a Regular Full-Time Employee occupying a regular full-time position wishes to share their position with another employee and has received formal approval from the Department Head and the Union, the employee shall be entitled to do so in accordance with the provisions of this Letter of Understanding.
- (b) Employees entering into a job sharing arrangement shall be at the same or higher pay grade and shall not originate from a position of a lower pay grade. If a suitable candidate cannot be found at the same pay grade or higher, the position shall be posted in accordance with Article 11 Promotions and Staff Changes
- (c) A Part-Time Employee can be allowed to participate in the job sharing arrangement with a full-time employee, but part-time positions cannot be shared.

#### 2. <u>Procedure</u>

(a) A Regular Full-Time Employee shall apply in writing to their Department Head indicating the reason for the request including the hours and days of the week the employee wished to share, with whom they employee contemplates the job sharing arrangement and the expected duration of the job sharing arrangement. A copy of this request shall be forwarded to the Union.

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#### Letter of Understanding re Job Sharing (cont'd)

(b) The employee with whom it is contemplated the position shall be shared with must be qualified to perform the duties and responsibilities of the position and be in accordance with 1(b) above.

- (c) Where an employee's request is approved and results in an acceptable job sharing arrangement, the Director of Human Resources or designate shall provide each affected employee with a letter covering the terms and conditions of the job sharing arrangement signed by the Employer and the Union.
- (d) The regular daily and weekly hours of the position being shared shall remain unchanged as a result of the job sharing arrangement unless such hours are specifically varied by the terms and conditions of the letter referred to in paragraph 2(c) above.
- (e) Where an employee's request is denied, the Union may request a meeting with the Department Head or Director of Human Resources to discuss the matter.

#### 3. Duration

- (a) Each job sharing arrangement shall be for a maximum period of one (1) year unless varied by mutual agreement between the Employer and the Union.
- (b) 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, or as otherwise provided for in the letter referred to in paragraph 2(c) above. Other employees temporarily appointed to fill positions vacated as a direct result of job sharing shall be advised at the time of their temporary appointment that their term in the position could be abbreviated as a result of an early cancellation.
- (c) Upon the expiry or termination of the job sharing arrangement, the employees shall revert to working in his/her original position under the terms and conditions then applicable unless some alternate job sharing arrangement has been approved in the interim.
- (d) Upon the termination of a job sharing arrangement, should the position from which an employee originated no longer exist, then an employee so affected shall exercise bumping rights as described in the collective agreement.

#### 4. <u>Employee Status and Working Conditions</u>

(a) An employee in a job sharing arrangement shall continue to maintain his/her original employment status during the period of time covered by the job sharing arrangement and shall accumulate seniority in accordance with the employee's scheduled hours of work in the job sharing arrangement. Such employee shall be entitled to use

#### Letter of Understanding re Job Sharing (cont'd)

accumulated seniority for all applicable purposes set out in the collective agreement including layoff and recall.

- (b) The general principles with respect to wage rates, employee benefit entitlement and premium payments for employees in job sharing arrangements are as follows:
  - (i) Employees shall be paid the appropriate (classified) hourly rate for all hours worked.
  - (ii) For Regular Full-Time employees paid leave benefits, such as vacation, statutory holidays, and sick leave shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled hours bears to the full-time hours of the position being shared.
  - (iii) For Regular Full-Time employees, 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 hours decrease in relation to the full-time hours of the position being shared as laid out in Article 2(c).
  - (iv) For Part-Time employees, benefit entitlement shall be in accordance with Article 18.07.
- (c) In accordance with the general principles outlined in paragraph 4(b) above, except as otherwise provided herein, the following shall apply to employees:

#### (i) Vacation Entitlement

The Regular Full-Time employee's annual vacation entitlement shall be prorated according to the number of 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.

#### (ii) <u>Statutory Holidays</u>

The Regular Full-Time employee's statutory holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled hours bears to the full-time hours of the position being shared.

#### Letter of Understanding re Job Sharing (cont'd)

(d) Regular Part-Time Employees sharing a portion of a regular full-time position as a result of a Job Sharing agreement shall continue to be treated in accordance with the applicable provisions of the Collective Agreement.

#### 5. Coverage Support

When one employee of a job sharing unit is absent (e.g. sick leave, vacation, etc.) the other employee of that unit shall make every reasonable effort to cover for such absence by working full-time, rather than employ a temporary replacement when full-time coverage is required by the Employer.

#### 6. 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 until terminated pursuant to the terms of this Letter of Understanding.

Dated this 29 day of May, 2014.	
SIGNED ON BEHALF OF THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE:	SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622:
"F. King"	"V. Silva"
Frances King	Val Silva, President
Director of Human Resources	
May 29, 2014	May 29, 2014
Date	Date

between the

#### CORPORATION OF THE DISTRICT OF MAPLE RIDGE

(the "Employer")

and the

#### **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622**

(the "Union")

#### **RE: NON-STANDARD HOURS OF WORK – RCMP RECORDS UNIT**

The parties have agreed to amend the hours of work of positions in the Records Unit of Police Services in accordance with the following principles:

#### (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 five (5) days on duty and three (3) days off duty.
- (c) The hours of work for each shift shall consist of eight (8) hours. These hours of work shall be inclusive of two fifteen (15) minute rest periods and exclusive of one hour for lunch. The shift schedule involves days and afternoon shifts as per the attached schedule.

#### (2) Commencement and Termination

- (a) The five (5) days on duty and three (3) days off duty schedule shall commence on 2002 September 9th.
- (b) This Agreement shall be viewed by both parties as a trial arrangement and either the District or the Union may terminate it by stating in writing that the work schedule revert to that which was in effect prior to implementation of this Agreement. Any reversion shall occur no later than thirty (30) calendar days after receipt of such statement by the other party.

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#### <u>Letter of Understanding re Non-Standard Hours of Work – RCMP Records Unit</u> (cont'd)

#### (3) No lesser or No Greater Advantage

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

#### (4) Overtime

- (a) For the purposes of Overtime Pay on scheduled working days, overtime pay shall be paid for hours worked in excess of eight hours in a day.
- (b) For the purposes of Overtime Pay on scheduled days-off, employees shall have at least two of their days off in any week consecutive, and such days off shall for purposes of Overtime Pay be deemed to be the "first scheduled rest day" and the "second scheduled rest day". Pay for any work on the third day off in any week shall be in accordance with normal daily overtime rates.

#### (5) Vacation and Sick Leave Credits

Annual Vacation entitlement and all credits for Sick Leave shall be converted from working days to working hours by multiplying the number of days of credit by seven (7) hours. For example, an employee who is entitled to fifteen (15) days of vacation is a calendar year shall be entitled to 105 hours of vacation (15 X 7). Similarly, employees earn 1.5 days of sick leave for every month of service and shall be credited with 10.5 hours of sick leave each month. Deductions from vacation and sick leave banks will be in accordance with the actual number of hours absent.

#### (6) General Holidays

(a) The work of the employees covered herein is, for all intents and purposes, required to be performed continuously and on almost every day, including General Holidays,

#### <u>Letter of Understanding re Non-Standard Hours of Work – RCMP Records Unit</u> (cont'd)

throughout the year. As a result, each employee covered herein shall receive twelve, seven hour working days off (84 hours) with pay in lieu of General Holidays. At the beginning of each calendar year, each full-time employee will have their General Holiday bank credited with 84 hours (twelve General Holidays times seven hours). Employees commencing full-time employment after the start of the calendar year will have their General Holiday bank credited with the remaining number of General Holidays left in the calendar year following the start of their full-time employment.

- (b) All credit in the General Holiday bank (84 hours maximum) must be taken as paid time off in the calendar year in which it is earned. General Holiday bank hours cannot be taken/paid out in cash.
- (c) An employee covered herein who is scheduled and does work on a General Holiday shall receive the appropriate overtime rate for all hours worked between 00:01 and 23:59 on the day on which the General Holiday actually falls. The aforementioned overtime premium will not affect the employee's entitlement to 84 hours working hours off with pay.

#### (7) Pay Cheques

Bi-weekly pay advices will reflect the actual hours worked in the pay period. The parties recognize that bi-weekly pay will fluctuate depending on the schedule worked during the pay period.

May 29, 2014  Date	May 29, 2014  Date
Director of Human Resources	
Frances King	Val Silva, President
"F. King"	"V. Silva"
SIGNED ON BEHALF OF THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE:	SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622:
Dated this <u>29</u> day of <u>May</u> , 2014.	

between the

# <u>DISTRICT OF MAPLE RIDGE</u> (the "Employer")

and the

# CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622 (the "Union")

#### RE: EMPLOYEE-FUNDED LONG TERM DISABILITY PLAN

The Employer and the Union agree that the following terms and conditions shall apply to employees who have completed the qualifying period for benefits and are enrolled in the employee-funded Long Term Disability Plan.

#### 1. Eligibility

The Long Term Disability Plan was implemented on October 1, 2002. All Regular Employees who had completed the three (3) month probationary period as of that date had a one-time option to participate in the Long Term Disability Plan. Those who waived the option cannot enroll at a future date. Participation in the Long Term Disability Plan is mandatory, following completion of the probationary period, for all Regular Employees hired after October 1, 2002.

#### 2. <u>Status and Benefits Coverage During the LTD Waiting Period</u>

An employee who does not have sufficient Sick Leave credits to cover the six (6) month LTD waiting period, shall be deemed to be on an unpaid leave of absence for the remaining balance of the waiting period. As per Article 21.10 of the Collective Agreement, Medical, Extended Health, Dental, and Group Life/AD&D coverage shall continue for the first four weeks of the unpaid leave in accordance with the cost-sharing arrangements agreed to in the Collective Agreement. The employee may elect to maintain their Medical, Extended Health, Dental, and Group Life/AD&D benefits coverage following the four week period by paying 100% of the premiums. If the Group Life Plan includes a premium waiver, no premiums will be payable as long as that provision is in effect.

Employees shall not earn other benefits such as vacation pay, general holidays, and sick leave while in receipt of LTD benefits. Where an employee returns to regular employment, the time absent will be included in the calculation of the employee's seniority and eligibility for future vacation entitlement only.

#### <u>Letter of Understanding re Employee-Funded Long Term Disability Plan</u> (cont'd)

#### 3. LTD and Sick Leave are Exclusive

Where an employee is in receipt of Long Term Disability benefits the employee shall not have access to Sick Leave.

#### 4. Pensionable Service

The Employer shall request and upon receiving approval from the Superannuation Commissioner, the period of Long Term Disability will be considered as pensionable service.

#### 5. Back-filling for Those on LTD

When the employer elects to back-fill for an employee on LTD by posting a Regular Full-time position and the employee on LTD is subsequently able to return to their posted position, the returning employee shall be reinstated into their previous position or a comparable position.

#### 6. Medical Information Relating to Ability to Return to Work

In order to facilitate the earliest return to work, the Employer may require an employee to periodically provide information relating to the employee's limitations, abilities and the time frames associated with a return to work. Such information may be required, in an acceptable form, from the employee's health care professional(s). Where the Employer or the Medical Consultants of the Employer require such information, it shall be at the Employer's expense.

#### 7. Return to Work (Rehabilitation)

Where the Employer and the employee's physician determine it advisable, employees may be assigned, either on a part-time or a full-time basis, to another position commensurate with the employee's skill, knowledge, ability and medical condition, and where mutually agreed between the Employer and the Union, posting and seniority requirements may be waived.

Employees who return to employment on a part-time basis or to light duties shall be considered to be on one (1) absence for the purposes of the Long Term Disability Plan.

#### 8. Termination of Employment

Nothing in this Letter restricts the employer's right to terminate an employee's employment if, as a result of the illness or injury, it is determined that the employment contract has been frustrated.

#### <u>Letter of Understanding re Employee-Funded Long Term Disability Plan</u> (cont'd)

#### 9. Amendments/Cancellation of the LTD Plan

Any changes to the six (6) month LTD waiting period or the two (2) year own occupation period shall not alter those time frames as they appear in this Letter of Understanding, unless the Employer agrees in writing to amend the time frames.

In the event that the LTD Plan is terminated, this Letter of Understanding will terminate on the same date. However, this Letter of Understanding will continue to apply to any employee who continues to receive LTD benefits after the termination date until such time that all such employees have exhausted their remaining rights under this Letter of Understanding. A change in carrier shall not be considered a termination of the Plan.

SIGNED ON BEHALF OF THE DISTRICT OF MAPLE RIDGE – LABOUR MANAGEMENT COMMITTEE:	SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622:	
John Leeburn, Executive Director to the CAO	Stan Bitcon, President	
February 1, 2005	February 1, 2005	
Date	Date	

Amended during drafting of the 2012-16 Collective Agreement to reflect changes in the body of the Agreement.

between the

#### CORPORATION OF THE DISTRICT OF MAPLE RIDGE

(hereinafter called "the Employer")

and

### **CUPE LOCAL 622**

(hereinafter called "the Union")

#### **EMERGENCIES (SNOW REMOVAL ONLY)**

In order to ensure junior operators gain sufficient experience to perform snow clearing the Employer will implement a system that will assist the junior staff in gaining experience while at the same time adding fairness and equity into the workplace with respect to the allocation of overtime.

The system principles are as follows:

- (a) The system reflects the occurrence of a full rotation through the categories before returning to the top of the list.
- (b) The rotation is a full rotation for the whole season and not a new start with each snowfall or emergency event.
- (c) Employees will be classified into five (5) categories: Truck Drivers, One-Ton Truck Drivers, Backhoe/Tractor Operators, Grader Operators and Front-End Loader Operators.
- (d) One-Ton truck Driver and Front-End Loader Operator are learned skills and as such are not classified as posted positions. For construction of the One-Ton Truck Driver category, Labourers will be considered as employees that hold a posted position for use in (e)(i) below. For Front-End Loader Operators construction of this classification will be in accordance with (e)(ii) below.
- (e) Categories will be constructed using the following criteria:
  - (i) By seniority, employees that hold a posted position within the category;
  - (ii) By divisional seniority, employees that have demonstrated ability to perform the work within the category.
- (f) It is understood that employees can make themselves available for multiple categories but that the Roads Superintendent needs some degree of latitude to dispatch employees that are on more than one list to the equipment that is most needed at the time to meet operational needs.

## <u>Letter of Understanding re Emergencies (Snow Removal Only)</u> (cont'd)

In order to maintain this flexibility, this may result in work being performed out of seniority order.

Dated this 29 day of May, 2014.	
SIGNED ON BEHALF OF THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE:	SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622:
"F. King"	"V. Silva"
Frances King	Val Silva, President
Director of Human Resources	
May 29, 2014	May 29, 2014
Date	Date

between the

#### **CORPORATION OF THE DISTRICT OF MAPLE RIDGE**

(the "Employer")

and the

#### **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622**

(the "Union")

#### **LISTING OF REGULAR PART-TIME POSITIONS**

The parties agree that the following Regular Part-Time positions will be established effective 2015 January 1. Other associated articles such as Article 4 - Definitions, Article 12 - Layoffs and Recalls, and Article 18 - Health and Welfare Benefits will be applied and are maintained within the body of the Collective Agreement.

Title	Division	Department	# of positions
Clerk Cashier	Internal	Clerks	1
Committee Clerk	Internal	Clerks	1
Mail Clerk	Internal	Clerks	1
Youth Supervisor – Pitt Meadows/Greg Moore	CDPR	Community Services	2
Forensic Video Technician	Internal	Police Services	1
Booking Clerk	CDPR	Recreation	1
Clerk 2	CDPR	Recreation	1
Parks & Leisure Clerk	CDPR	Recreation	1
Aquatic Leader 3	CDPR	Recreation	2
Program Assistant - Youth	CDPR	Community Services	1
Program Assistant - Childrens	CDPR	Community Services	1
Program Assistant - Special Events	CDPR	Community Services	1
Program Assistant - Health & Wellness	CDPR	Community Services	1
Custodial Guard II	Internal	Police Services	2
Clerk 2	Internal	Engineering Operations	2

The Employer is committed to assessing our business needs to identify potential opportunities to create additional regular part time positions in the future.

# <u>Letter of Understanding re Listing of Regular Part-Time Positions</u> (cont'd)

Dated this 29 day of May, 2014.	
SIGNED ON BEHALF OF THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE:	SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622:
"F. King"	"V. Silva"
Frances King	Val Silva, President
Director of Human Resources	
May 29, 2014	May 29, 2014
Date	Date

between the

#### CORPORATION OF THE DISTRICT OF MAPLE RIDGE

(the "Employer")

and the

#### **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622**

(the "Union")

#### **RE: PRINCIPLES AND GUIDELINES – AQUATICS SCHEDULING**

- 1. Shift schedules are created by the Employer throughout the year and can span from a few weeks to a number of months.
- 2. Employees will be provided with the opportunity to provide the Employer with information regarding availability in advance of the creation of shift schedules by the Employer. Such information will not be used to determine an employee's actual schedule.
- 3. Employees will have the option to select multiple shift blocks based on their seniority, up to the maximum full-time hours in a classification.
- 4. Shifts will be posted in one week (Sunday to Saturday) shift blocks.
- 5. A shift block may contain 1 to 5 shifts in the seven day period and may contain 4 to 35 hours.
- 6. The Employer will endeavour to create shift blocks that include a combination of lesson instruction and guarding.
- 7. Employees will be available and will select shift block(s) within the schedule unless time off has been approved by the Employer.
- 8. Employees selecting multiple shift blocks must do so in a manner that is consistent with Article 12.04 Break Periods.
- 9. Employees will select shift blocks in a manner that provides for at least one day of rest in any given week.
- 10. Employee requests to work more than 6 days in a given week are at the discretion of the Employer and will not be unreasonably denied.
- 11. Annual vacation requests will be reviewed at the same time as full-time staff. Annual vacation requests will be granted in one week blocks and not in single days. Approved time off will not result in lost hours beyond the approved time.
- 12. Time off requests submitted outside the above review will be considered based on operational requirements.
- 13. This Letter of Understanding will expire on 2016 March 31.

May 29, 2014

# Letter of Understanding re Principles and Guidelines – Aquatics Scheduling (cont'd) SIGNED this 29 day of May, 2014. ON BEHALF OF THE CORPORATION OF THE ON BEHALF OF CUPE LOCAL 622: DISTRICT OF MAPLE RIDGE: "F. King" "V. Silva"

May 29, 2014

#### DISTRICT OF MAPLE RIDGE - CUPE LOCAL 622

#### **JOINT STATEMENT**

#### PERSONAL AND/OR SEXUAL HARASSMENT

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

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

Sexual harassment shall be defined as:

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

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

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

Dated: February 8, 1995.

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