

1994 - 1996

COLLECTIVE AGREEMENT

between

**THE NORTH SHORE UNION BOARD OF HEALTH**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389**

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THIS AGREEMENT entered into this first day of January, 1994.

**1994 - 1996**

BETWEEN:

**THE NORTH SHORE UNION BOARD OF HEALTH**  
(hereinafter called the "Board")

OF THE FIRST PART

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389**  
being an organization of the employees of the  
"Board" engaged in Sanitary Inspectional work.  
(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS it is the desire of both parties to this Agreement to maintain the existing harmonious relationship between the Board and the Employees, to recognize the mutual value of joint discussion and negotiation in all matters pertaining to promote the morale, well-being and security of those employees, included in the bargaining unit; and

WHEREAS the parties of the second part have formed a Union, hereinafter called the "Union"; and

WHEREAS the Board approves and recognizes the Union as the sole bargaining agency on behalf of its employees engaged in sanitary inspection work; and

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

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

**ARTICLE 1 - TERM OF AGREEMENT**

This agreement shall be for a term of three years with effect from 1994 January 01 to 1996 December 31, both dates inclusive. Should either party hereto at any time within four (4) months

immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this Agreement shall continue in full force and effect, and, except with respect to changes to rates of pay made pursuant to Article 20 of this Agreement, neither party shall make any change or alter the terms of this Agreement until:

- (a) The Union can lawfully strike in accordance with the provisions of Part 5 of the Labour Relations Code.
- (b) The Board can lawfully lock out in accordance with the provisions of Part 5 of the Labour Relations Code.
- (c) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new collective Agreement; whichever is the earliest.

It is understood and agreed between the Board and the Union that the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code is hereby excluded and shall not be applicable to this Agreement.

## ARTICLE 2 - UNION RECOGNITION

### 2.1 Union Membership

All present employees who are now members of the Union shall remain members of the Union.

All new employees shall become members of the Union by the pay period immediately following the completion of thirty (30) calendar days of employment. All such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.

### 2.2 Dues Deduction

The Board agrees to honour assignments of wages for Union dues and fees, upon receipt by the Board of signed authorization forms from the employees concerned at least ten (10) days prior to the regular time of making such deductions that month.

### 2.3 Remittance of Deduction

The Board agrees to remit the deductions made under Section 2.2, to the Union each month, together with a list of those employees from whom such deductions were made.

### ARTICLE 3 - DEFINITION OF EMPLOYEES

#### 3.1 Employee

See Schedule "D" attached to and forming part of this Agreement.

#### 3.2 Temporary Employees

Should the Board determine it is desirable to employ temporary employees, the Board shall notify the Union not less than ten (10) days before the engagement is authorized, and the Union may require the Labour Relations Committee of the Board to meet to discuss and clarify such terms of employment and the terms agreed upon shall be deemed to be incorporated into the Master Agreement insofar as the Agreement is applicable to the employees concerned.

### ARTICLE 4 - SALARY INCREMENTS

#### 4.1 Salaries for all employees shall be in accordance with Schedule "A" attached hereto and forming part of this Agreement.

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

Effective 1995 January 01:

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

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

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

#### 4.3 Increments

Incremental steps in the Salary Ranges in Schedule "A" are to be awarded as follows:

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

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

Pay Grade 16 and above: 12 months eligibility.

PROVIDED, they have been earned by the employee and are recommended by the Chief Public Health Inspector. In the event that the Chief Public Health Inspector does not consider that an employee merits an increase to the next step in the range, the Chief Public Health Inspector shall advise the Union and the employee of the reason(s) for withholding the increment and also advise the employee as to how the employee may improve efficiency, and that the progress of such employee will be reviewed within six (6) months, to ascertain whether the employee's work has improved sufficiently to warrant an increase in the salary range.

#### 4.4 Acting in Senior Capacity

On every occasion that an employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position which the employee normally holds, the employee shall be paid for every day that the duties of the senior position are carried out at the minimum rate in the scale for such senior position, except where the salary received in the employee's own position is equal to, or exceeds, the minimum of the senior position in which case the next higher rate in the pay range of the senior position shall be paid. For the purpose of this Section, appointments of employees to a level of higher responsibility must be authorized in writing by the Medical Health Officer.

#### 4.5 Daily Guarantee

- (a) Subject to the provisions of subsection (c), an employee reporting for a scheduled shift on the call of the Board, 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 hours' pay at the regular hourly rate.
- (b) Subject to the provisions of subsection (c), an employee other than a school student on a school day who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four hours' pay at the regular hourly rate.
- (c) In any case where an employee (i) reports for a regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, the employee shall not be entitled to receive the minimum payments set forth in subsections (a) and (b).

#### 4.6 Rest Periods

It is understood and agreed that employees shall be permitted a ten (10) minute rest period both in the first half and in the second half of a regular shift. It is further

understood and agreed that such period shall be taken at times that will cause the least possible interference with the work in which the employees are engaged.

#### 4.7 Rates of Pay

New employees or employees re-engaged shall be entitled to the standard rate of salary for the position for which they are engaged. If there is no classification or salary scale in Schedule "A" covering the position, such shall be determined in accordance with Article 20.3.

### ARTICLE 5 - BENEFITS

#### 5.1 Benefit Administration

Subject only to Schedule "G", the Board has the sole responsibility for all aspects of the administration of the health and welfare benefit plans. Benefits for eligible Regular Part-Time Employees shall be in accordance with Schedule D, 22(8).

#### 5.2 Medical Services Plan

All Regular Full-Time Employees and Temporary Full-Time Employees shall be eligible for coverage under the Medical Services Plan effective the first of the month following six (6) months of continuous service.

#### 5.3 Extended Health Benefits

All Regular Full-Time and Temporary Full-Time Employees shall be eligible for Extended Health Benefits effective the first of the month following six (6) months of continuous service. The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, a vision care option (\$150.00 per person, payable per twenty-four (24) month period), coverage for hearing aids, orthopedic shoes, diabetic equipment and supplies, ostomy supplies and clinical psychologist services. The EHB lifetime maximum coverage under this Plan will be \$500,000 per person.

#### 5.4 Premiums

The Board shall pay sixty percent (60%) and the employees shall pay forty percent (40%) of the premiums for Medical and Extended Health benefits.

### 5.5 Dental Plan

The parties agree to continue a dental plan compulsory for all regular full-time employees who have completed six (6) months of continuous service on the following basis:

- (a) Basic dental services (Plan A) paying 80% of the approved schedule of fees.
- (b) Prosthetics, crowns and bridges (Plan B) paying for 50% of the approved schedule of fees.
- (c) Orthodontics (Plan C) paying for 50% of the approved schedule of fees to a maximum of \$1500 for dependent children and adults.
- (d) The Board shall pay sixty percent (60%) and the employees shall pay forty percent (40%) of the premiums.
- (e) The compulsory feature does not apply to those employees who have coverage under some other dental plan provided they advise the Administrative Officer in writing of their plan number and carrier name.

### 5.6 Group Life Insurance

All Regular Full-Time Employees and Temporary Full-Time Employees shall, effective the first of the month following six (6) months of continuous service, join the Group Life Insurance plan which provides the following coverage:

- (a) Coverage shall be one and one-half (1½) times basic annual salary, which shall be computed to the next higher \$1,000.
- (b) Coverage shall be provided until age 65 without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age 65.
- (c) One thousand dollars (\$1,000) coverage shall be provided to employees who retire at age 65, or who terminate their employment having qualified for full vacation pursuant to the provisions of Article 9.7.
- (d) The Board shall pay sixty percent (60%) and the active employees shall pay forty percent (40%) of the premiums.
- (e) The cost of the \$1,000 coverage for retired employees shall be incorporated into the premiums paid by the Board and the active employees.

### 5.7 Same Sex Benefit Coverage

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

## ARTICLE 6 - SICK LEAVE

### 6.1 Accumulation Method

Employees who have completed six (6) months of continuous service shall be granted Sick Leave with pay of twenty (20) working days per year, with any unused portion accruing in future years to a maximum of one hundred and twenty (120) working days.

### 6.2 Termination Before Retirement

An employee leaving the employment of the Board after ten (10) years of service and before retirement shall be entitled to receive a cash payment for fifty percent (50%) of any unused Sick Leave to the employee's credit, to a maximum of fifteen (15) working days.

### 6.3 Additional Sick Leave

Notwithstanding the foregoing section, the Board may, at its own discretion, grant further periods of Sick Leave in special circumstances.

### 6.4 Medical Certificate

Medical certificates may be required by the Board as proof of illness.

### 6.5 Worker's Compensation Board

An employee whose claim for WCB temporary disability benefits is accepted by the WCB, shall assign their WCB cheque to the Board and the Board shall pay approximate net salary. In the event the WCB rejects a claim, or during a period of WCB delay prior to accepting one, the Board will pay full regular salary to the employee for as long a period as the employee has Sick Leave, gratuity, vacation and overtime credits. Where the WCB subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the claim.

## 6.6 Cash Settlement Upon Retirement

Employees upon retirement shall be entitled to a cash settlement for any sick leave pay to their credit at the date of retirement, provided however, that such cash settlement does not exceed thirty (30) working day's pay.

## ARTICLE 7 - PENSION

### 7.1 Eligibility

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

### 7.2 Continuation of Pension Contributions

Where, due to a layoff, a Full-Time Employee has had their hours of work reduced and their employment status changed, the employee shall continue to contribute to the Municipal Superannuation Plan. Contributions made by the Board and the employee shall be made, on the basis of the new hours worked, and are subject to the requirements of the Pension (Municipal) Act.

## ARTICLE 8 - SERVICE SEVERANCE PAY

It is understood and agreed that Service Severance Pay shall be paid to all employees on the following basis:

- (a) Employees leaving the service of the Board, other than on retirement and who have completed ten (10) years of service, shall be paid two (2) days pay for each year of service.
- (b) Employees retiring from the service shall receive four (4) days pay for each year of service with the Board.

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

Retirement - shall be defined as an employee leaving the service of the Board at any time following attainment of the employee's minimum retirement age as established under the Pension (Municipal) Act, or upon receipt of a disability allowance in accordance with the provisions of the Pension (Municipal) Act.

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

## ARTICLE 9 - VACATIONS

### 9.1 Entitlement

Vacation with pay entitlement shall accumulate on the following basis:

- (a) Employees or casual employees with less than one (1) year's service in accordance with the Employment Standards Act.
- (b) Fifteen (15) days of annual vacation with pay during the second (2nd) and up to and including the ninth (9th) calendar year of service. Effective 1995 January 01, fifteen (15) working days of annual vacation during the second (2nd) up to and including the seventh (7th) calendar year of service.
- (c) Twenty (20) days of annual vacation during the tenth (10th) and up to and including the seventeenth (17th) calendar year of service. Effective 1995 January 01, twenty (20) working days of annual vacation during the eighth (8th) up to and including the seventeenth (17th) calendar year of service. Effective 1996 January 01, twenty (20) working days of annual vacation during the eighth (8th) up to and including the fifteenth (15th) calendar year of service.
- (d) Twenty-five (25) days of annual vacation during the eighteenth (18th) and up to and including the twenty-fifth (25th) calendar year of service. Effective 1996 January 01, twenty-five (25) working days of annual vacation during the sixteenth (16th) up to and including the twenty-fifth (25th) calendar year of service.
- (e) Thirty (30) working days during the twenty-sixth (26th) and all subsequent calendar years of service.

### 9.2 Vacation Proration

An employee's annual vacation shall be prorated for leaves of absence without pay that exceed twenty (20) working days in total in any calendar year and for all time absent due to layoffs.

### 9.3 Annual Vacation Deferment

An employee who is entitled to annual vacation of twenty (20) working days or more in any year

- (i) shall take at least fifteen (15) working days of such annual vacation during the year in which the employee earns such vacation, and
- (ii) may defer the taking of any part of such annual vacation in excess of fifteen (15) working days.

PROVIDED HOWEVER, that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this clause shall be twenty (20) working days.

#### 9.4 Early Retirement

An employee entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to five (5) days per year of such vacation into an Early Retirement Bank. An employee entitled to thirty (30) or more days of annual vacation shall be entitled to defer up to ten (10) days per year of such vacation into an Early Retirement Bank. Such deferred vacation may only be taken immediately prior to retirement. The Board may, at its sole discretion, permit an employee to use such banked vacation under other circumstances.

#### 9.5 Vacations Exclude Saturdays/Sundays and Public Holidays

Said vacation periods shall be exclusive of Saturdays, Sundays and Statutory holidays.

For the purpose of this Article "calendar year" shall mean the twelve (12) month period from January 1st to December 31st, inclusive.

#### 9.6 Supplementary Vacation

Each employee shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation to which they are entitled under Article 10.1 of this Agreement:

Each employee, upon commencing the eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first, or forty-sixth calendar year of service, shall thereupon become entitled to five (5) working days of supplementary vacation.

It is understood between the parties that each employee shall become entitled to supplementary vacation under this Article the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain such supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (An explanatory note and table is annexed hereto as Schedule "C" for the purposes of clarification).

9.7 Vacation in the Year of Retirement

Any regular employee:

- (a) who has reached minimum retirement age as defined in the Pension (Municipal) Act and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said Act; or
- (b) whose age and years of service with the Board total eighty (80) years or more,

shall be entitled to receive full annual vacation on termination of employment for any reason. All other employees who leave the service shall be entitled to vacation in accordance with the appropriate clauses in this Section.

ARTICLE 10 - PUBLIC HOLIDAYS

10.1 Holidays

Employees shall be entitled to a holiday with pay on the following public holidays - namely: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, AND any other day proclaimed as a holiday by any of the senior governments;

PROVIDED THAT

- (a) Whenever one of the above mentioned public holidays falls on a Saturday or a Sunday, and the Government of Canada and the Government of the Province of British Columbia, or either of them in the absence of the other, proclaim that such public holiday be observed on a day other than Saturday or Sunday, then the days so proclaimed shall be read in substitution for such public holiday.

SAVE AND EXCEPT THAT

Whenever one of the aforementioned public holidays falls on a Saturday or a Sunday and neither the Government of Canada nor the Province of British Columbia proclaims that such public holiday be observed on a day other than Saturday or Sunday, or the proclamations of such governments do not proclaim the same day for the observance of such public holiday, then not less than seven (7) calendar days prior to that public holiday the Board shall post a notice or notices in conspicuous places so that each employee affected thereby may have ready access to and see the same, designating the employee's holiday entitlement in accordance with one of the following methods:

- (i) one day's pay at the employee's his regular rate of pay, or
  - (ii) a holiday with pay within the calendar year in which such public holiday falls, on any normal working day which immediately precedes or immediately follows one of the employee's normal rest days or one of the public holidays hereinbefore defined in this Article.
- (b) In the case of an employee's termination of service for any reason, adjustment will be made for any overcompensation provided under Article 10.1(ii) herein.
  - (c) Prior to the posting of any notice advising the employees of their entitlement under Article 10.1 above, the Board will afford the Union an opportunity to discuss the substance of the notice.

## 10.2 Alternate Days

If a public holiday falls on a regular working day, while an employee is on annual vacation, he/she shall receive one (1) additional day of vacation with pay in lieu of the said public holiday.

## ARTICLE 11 - MATERNITY AND PARENTAL LEAVE

### (a) Length of Leave

#### Birth Mother

A pregnant employee shall be entitled to up to eighteen (18) consecutive weeks of maternity leave and up to twelve (12) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

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

#### Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to twelve (12) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee. Effective 1995 April 26, an employee shall be entitled to an extension of up to

fourteen (14) consecutive weeks without pay immediately following the parental leave.

#### Extensions - Special Circumstances

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

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

Provided however, that in no case shall the combined maternity and parental leave exceed thirty-two (32) consecutive weeks following the commencement of the leave.

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

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

(c) Return to Work

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

(d) Sick Leave

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

(e) Benefits

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

ARTICLE 12 - BEREAVEMENT LEAVE

- (a) Any employee who has completed six (6) months of employment, may be granted compassionate leave without loss of pay for a period not to exceed three (3) working days in the following event:

- (1) In the case of the death of the employee's wife, husband, child, ward, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian, or common-law spouse; or
  - (2) In the case of the death of any other relative if living in the employee's household.
- (b) Any employee who qualifies for compassionate leave without loss of pay under paragraph (a) and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Request for leave under paragraphs (a) and (b) herein shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for compassionate leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation, if approved by the Department Head. An employee who is absent on sick leave with or without pay or who is absent on Worker's Compensation shall not be entitled to such compassionate leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Department Head an employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by paragraph (a) herein.

## ARTICLE 13 - GENERAL LEAVE PROVISIONS

### 13.1 Negotiations and Union Representative's Leave

- (a) In the event of discussion being considered necessary by either party during the term of this Agreement relating to rates of pay, hours of work or other working conditions, it is agreed that either party may require the other party to meet in order to carry on such discussions.
- (b) (1) All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Board.

Requests for such leave of absence shall nevertheless be given precedence over any other application for leave on the same day.

- (2) With respect to any leave of absence granted without pay, the Board shall continue to pay representative's regular wage or salary and shall render an account to the Union for such amount, including the Board's contribution on behalf of each such representative for Group Life Insurance, Medical coverage, Sickness and Accident Insurance coverage, and Municipal Superannuation. The Union shall then reimburse the Board to the amount of the account rendered within sixty (60) days.
- (3) Upon application to, and upon receiving permission of the Medical Health Officer in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Board or for the purpose of settling a grievance as outlined elsewhere in this Agreement. Not more than three such official representatives shall be granted leave of absence without loss of pay for the time so spent. Further official representatives may be granted leave of absence without pay.
- (4) Upon application to, and upon receiving the permission of the Medical Health Officer in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the National and B.C. Divisional Conventions of the C.U.P.E., Annual Convention of the B.C. Federation of Labour and the Biennial Convention of the Canadian Labour Congress.
- (5) Upon application to, and upon receiving the permission of the Medical Health Officer in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.
- (6) Union Leave of Absence - The Board agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing their duties as an officer of the Union shall not lose seniority in the service of the Board and shall continue to accumulate seniority while performing such duties.

Upon retirement from the duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the employee's former position was allocated and for which the employee is qualified if any position within such class is held

by an employee with less seniority than the employee. If all of the positions within such class are held by employees with more seniority or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which the employee is qualified.

- (7) The Union shall provide the employer with a list of its elected officers, job stewards and any other official representatives. This list shall be kept current by the Union at all times.

#### ARTICLE 14 - SENIORITY

##### 14.1 Seniority List

Upon request, the Board shall provide the Union with a seniority list for employees covered by this Collective Agreement at least once in each calendar year.

##### 14.2 Probationary Period

Employees hired on a regular full-time basis of unlimited term in an established position shall serve a probationary period of six (6) months' service to determine suitability for continued employment. The probationary employee is not accumulating seniority during such probationary period. However, upon successful completion of the probationary period seniority shall be measured from the date of employment.

##### 14.3 Seniority Recognition

In making promotions, transfers, demotions and layoffs, the skills, knowledge and ability of the employees concerned shall be the primary consideration.

##### 14.4 Transfers and Promotions

In the event an employee is promoted or transferred to a higher rated position, the employee shall be considered to be on trial for a period of not more than six (6) months and shall, during such trial period, receive the previous salary rate. Upon satisfactory completion of the trial period the employee shall receive the classification rate or the increment rate immediately above the employee's previous salary rate, retroactive to the date upon which the position was assumed. If at the end of the trial period, the employee is not considered satisfactory in the higher rated position, the employee shall be returned to a position in the employee's previous classification.

##### 14.5 Minimum Standards

The provisions of the foregoing sections of this Article 14 shall be supplemented by the minimum standards contained in Schedule "B" which is attached to, and which forms a part of this Agreement.

#### ARTICLE 15 - POSTINGS AND VACANCIES

15.1 Where vacancies exist or new positions are created, notice shall be posted in the Board's offices, and a copy giving full particulars shall be mailed to the Secretary of the Union. The position shall be filled on a regular basis no later than thirty (30) days after the posting of the notice.

#### 15.2 Information in Postings

Notices shall contain the following information: nature of position, qualification, required knowledge and education, skills, shift, wage or salary rate or range, and anticipated length of any temporary assignment, if posted. All job postings shall state "this position is open to male and female applicants."

#### 15.3 Successful Applicants

The Secretary of the Union shall be informed, in writing, of the name of the successful applicant within seven (7) days of the position being filled. Notwithstanding the foregoing, the Board may for any reason refrain from filling any position which becomes vacant, or may defer making an appointment if all applicants fail to meet the requirements of the position.

#### ARTICLE 16 - LAYOFF AND RECALL

#### 16.1 Notice of Layoff

Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Board, the Board shall notify employees who are to be laid off at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, the employee shall be paid for those days for which work was not made available.

#### 16.2 Layoffs

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority, provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower position.

### 16.3 Recall

Employees shall be recalled to positions for which they are qualified, in the order of their bargaining unit-wide seniority.

No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows. The Board shall make every reasonable attempt to contact and recall employees in order of seniority provided they are qualified to perform the available work and providing they respond within the stipulated time limits. Upon making contact with an employee, the Board shall specify the time when the employee shall report for work. An employee who does not respond within forty-eight (48) hours of the Board's initial attempt to make contact, or who refuses to report for work, shall be dropped to the bottom of the appropriate list for recall. An employee shall report to work at the time specified by the Board or, in extenuating circumstances, within two weeks of the Board's initial contact attempt. Each employee on layoff will be responsible for keeping the Board notified of a current contact point through which the employee can be reached.

It shall be the duty of each employee laid off to supply the Board with a correct mailing address and telephone number, and the Board shall advise the employee by letter of the date on which the employee is required to report for duty. Such notices shall be given so as to have been received at least twenty-four (24) hours prior to the required reporting time.

### 16.4 Previous Service Credit

In the event of temporary layoffs, employees subsequently recalled within one (1) year shall be credited with previous service for determining length of service for prerequisites.

### 16.5 Rights of Employees Promoted Out of the Bargaining Unit

In the event of an employee being promoted from a position for which the Union either has bargaining authority at the time of the promotion or subsequently obtained bargaining authority, to a position whether included in or excluded from the Union contract, and such employee being subsequently laid off or demoted to a position for which the Union has bargaining authority, the Board shall have the right to place such employee in the position previously held by the employee or in any vacant position for which such employee is considered qualified. The employee, if so placed as the result of being laid off or demoted, shall suffer no loss of seniority and such seniority shall be the total length of service with the Board.

### 16.6 Termination of Employment

#### (a) Notice

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

- (1) Less than one year of service: two (2) weeks' notice or two (2) weeks' pay in lieu of notice.
  - (2) One year of service or more: one (1) month's notice or one (1) month's pay in lieu of notice.
- (b) It is mutually agreed that the provisions of Section 1 of this Article do not apply in cases of temporary lay-off or discharge for cause.

## ARTICLE 17 - GRIEVANCE PROCEDURE AND ARBITRATION

### 17.1 Dispute Process

During the term of this Agreement, any difference concerning the discipline, suspension or dismissal of an employee, or the interpretation, application, operation or any alleged violation of the Agreement, including any question as to whether any matter is arbitrable, shall without stoppage of work be finally and conclusively settled under and by the following procedure:

- Step 1: A grievance in accordance with this Article shall be stated in writing and submitted to the employee's Division Head within ten (10) working days of the date on which the incident giving rise to the grievance occurred or of the date when the employee first became aware of the incident, whichever is later.
- Step 2: If a satisfactory settlement is not reached within ten (10) working days after being referred under Step 1, the grievance may, within an additional five (5) working days, be submitted in writing to the Administrative Officer.
- Step 3: If a satisfactory settlement is not reached within ten (10) working days after being referred under Step 2 the grievance may, within an additional five (5) working days, be submitted in writing to the Medical Health Officer.
- Step 4: If a satisfactory settlement is not reached within ten (10) working days after being referred under Step 3, the grievance may, within an additional twenty (20) working days, be submitted by either party to a Board of Arbitration for final and conclusive settlement without stoppage of work.

Step 5: Arbitration

Unless otherwise mutually agreed, a Board of Arbitration shall consist of three (3) persons, one to be chosen by each party and the third, who shall be chairperson, to be selected by the two so appointed. The representatives of the parties concerned shall meet within five (5) working days of the appointment of the last representative and endeavour to select the third member, who shall be chairperson. If the members are unable to agree on a chairperson within five (5) working days of their first meeting, either party may apply to the Minister of Labour to appoint a chairperson. The majority decision of the Board shall be final and binding on both parties. Each party shall bear the expense of the arbitrator appointed by such party and shall pay one-half (½) of the expenses of the chairperson.

17.2 Wrongful Dismissal

Where under Article 17.1 an Arbitration Board finds that an employee has been dismissed, suspended or otherwise disciplined for other than proper cause, such Arbitration Board may:

- (a) Direct the Board to reinstate the employee and pay to the employee a sum equal to the wages lost by reason of the dismissal, suspension, or other discipline, or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable; or
- (b) Make such other order as it considers fair and reasonable, having regard to the terms of this Agreement.

ARTICLE 18 - TECHNOLOGICAL CHANGE

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

Where the Board introduces, or intends to introduce, a technological change, that:

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Agreement applies; and
- (b) alters significantly the basis upon which this Agreement was negotiated;

Either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board constituted under Article 17.1, Step 5, of this Agreement, by-passing all other steps in the Grievance Procedure.

The Arbitration Board shall decide whether or not the Board has introduced, or intends to introduce a technological change, and upon deciding that the Board has or intends to introduce a technological change, the Arbitration Board:

- (a) Shall inform the Minister of Labour of its findings; and
- (b) may then or later make any one or more of the following orders:
  1. That the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated.
  2. That the Board will not proceed with the technological change for such period, not exceeding ninety days, as the Arbitration Board considers appropriate.
  3. That the Board reinstate any employee displaced by reason of the technological change.
  4. That the Board pay to that employee such compensation in respect of the displacement as the Arbitration Board considers reasonable.

The Board will give to the Union in writing at least ninety (90) days notice of any intended technological change that;

- (a) Affects the terms and conditions or security of employment of a significant number of employees to whom this Agreement applies; and
- (b) Alters significantly the basis upon which this Agreement was negotiated.

#### ARTICLE 19 - CHANGES AFFECTING THE AGREEMENT

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

## ARTICLE 20 - JOB EVALUATION

### 20.1 Class Specifications

The Board shall prepare and maintain class specifications describing the duties, responsibilities and requirements of all positions covered by this Agreement and shall provide the Union with copies of same.

### 20.2 Changes in Classification

Where, during the term of this Agreement the Union or incumbent employee believe that

- (a) a position has been allocated to an inappropriate class; or
- (b) an existing position has been inappropriately reclassified; or
- (c) a new position has been inappropriately classified

such matter shall be the subject of discussions between the parties, and failing agreement within sixty (60) calendar days, the Union may resolve any dispute relating to classification by referring the matter to step 3 of the Grievance Procedure.

### 20.3 Changes in Valuation

Where, during the term of this Agreement

- (a) the Union believes that a class is incorrectly valued; or
- (b) the Board revalues an existing class or values a new class covered by this Agreement

such matter shall be the subject of discussions between the parties, and failing agreement within sixty (60) calendar days the Union may resolve any dispute relating to the valuation of a class by referring the matter to the next round of collective bargaining between the parties. By mutual agreement the Union and the Board may refer a valuation dispute to a third party for final and binding resolution.

### 20.4 Effective Dates

Any change in rate of pay for an employee as a result of either reclassification or revaluation pursuant to Articles 20.2 and 20.3 above shall be retroactive to the date the position was filled in the case of a new position, to the date the reclassification or

reevaluation was initiated in the case of an existing position, or to any other date mutually agreed to by the parties.

ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

An Occupational Health and Safety Committee shall be established consisting of three (3) representatives of the Board and three (3) Union-appointed representatives. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Medical Health Officer.

ARTICLE 22 - SEXUAL HARASSMENT

The Board and the Union agree that Sexual Harassment shall not be tolerated in the work place.

ARTICLE 23 - SCHEDULES

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

FOR THE  
NORTH SHORE BOARD OF HEALTH:

FOR THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 389

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Secretary-Treasurer

SCHEDULE "A"

This is the Schedule referred to in  
Article 4.1 of this Agreement

RATES OF PAY

KEY: A = 1994 January 01 - December 31 (monthly)  
B = 1995 January 01 - December 31 (hourly)  
C = 1996 January 01 - December 31 (hourly)

<u>Class Title</u>	<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:</u> <u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Public Health Inspector	24	A	3266	3401	3542	3694	3853
		B	21.78	22.68	23.62	24.64	25.70
		C	22.11	23.02	23.97	25.01	26.09
Senior Public Health	29	A	4014	4185	4364	4552	4747
		B	26.77	27.91	29.11	30.36	31.66
		C	27.17	28.33	29.55	30.82	32.13

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

SCHEDULE "B"

This is the Schedule referred to in  
Article 14.5 of this Agreement

MINIMUM STANDARDS IN THE MATTERS OF SENIORITY AND JOB POSTINGS

Role of Seniority in Promotions and Transfers

All references to merit and fitness will be eliminated and will be replaced by references to skills, knowledge and ability which shall be the primary qualifications for promotions, but which, when possessed in equal amounts by two or more applicants, shall be subject to seniority.

SCHEDULE "C"

This is the Schedule referred to in  
Article 9.6 of this Agreement

SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

In the table the figure to the left of the oblique stroke shows the number of working days of regular annual vacation.

The figure to the right of the oblique stroke shows the number of working days of supplementary vacation, and appears in the calendar year in which they are credited to an employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next 5 days are credited.

Example:

An employee hired in 1986 is in the 11th calendar year during 1996. The employee in 1996 will be credited with 5 supplementary working days which may be taken at any time between 1996 and 2000, both years included. In 2001 the employee will be credited with a further 5 supplementary working days, etc.

The working day entitlement is based upon a five-day work week.

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION  
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 1996 TO 2005 BY YEAR HIRED  
 (based on 1996 vacation entitlement)

Year Hired	ENTITLEMENT YEAR									
	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005
2004	--	--	--	--	--	--	--	--	--	15/-
2003	--	--	--	--	--	--	--	--	15/-	15/-
2002	--	--	--	--	--	--	--	15/-	15/-	15/-
2001	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2000	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
1999	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
1998	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
1997	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
1996	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
1995	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
1994	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
1993	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
1992	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
1991	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
1990	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
1989	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
1988	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
1987	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
1986	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
1985	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
1984	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
1983	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
1982	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-
1981	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-
1980	25/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5
1979	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-
1978	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-
1977	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-
1976	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-
1975	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5
1974	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1973	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1972	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1971	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1970	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1969	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1968	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1967	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1966	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1965	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1964	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1963	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1962	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1961	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1960	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5

SCHEDULE "D"

This is the Schedule referred to in  
Article 3.1 of this Agreement

1. The following definitions shall come into effect at 11:59 p.m. on 1978 December 31, replacing all existing definitions, provided that all other existing provisions contained in the existing definitions sections shall remain intact, e.g., the Local 23 probationary requirement:

A Regular Full-Time Employee - is an employee who is employed on a full-time basis of 35, 37½, 40 or such other number of weekly hours as is recognized in the collective agreement as normal for a particular class of positions, for an indefinite period of time.

A Temporary Full-Time Employee - is an employee who is employed on a full-time basis as set forth above, for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).

A Regular Part-Time Employee - is an employee who is employed on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.

An Auxiliary Employee - is any other employee.

2. Separate pools will be established for seniority purposes effective 11:59 p.m. on 1978 December 31 in each jurisdiction, i.e., one or more Regular Seniority Pools depending upon existing practice and an Auxiliary Seniority Pool.
3. Access to the Regular Seniority Pool will be extended to:
  - (a) all Regular Full-Time Employees upon completion of the probationary period contained in their respective 1978 collective agreements;
  - (b) all Temporary Full-Time Employees upon completion of the probationary period contained in their respective 1978 collective agreements;
  - (c) all Regular Part-Time Employees upon completion of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similarly classified position.
  - (d) any other employee whose 1978 collective agreement provides access to the Regular Seniority Pool or Pools.

4. Upon qualifying for a Regular Seniority Pool, an employee will be credited with the full period of service or all hours worked since the employee's first day of employment in one or other of the eligible categories, i.e., Regular Full-Time, Temporary Full-Time, or Regular Part-Time. For the purposes of this paragraph 4, the expressions "full period of service" and "hours worked" shall be interpreted by each individual Employer and by its respective local Union in accordance with present Agreement.
5. Access to each Auxiliary Seniority Pool will be extended to all Auxiliary employees upon the conditions set forth in paragraphs 6 to 20 inclusive.
6. Effective 11:59 p.m. on 1978 December 31, all Auxiliary Employees who were employed during 1978, will be credited with the total number of hours which they worked for their Employer during 1978, and all Auxiliary Employees who were employed during 1977, and who worked 900 hours or more for their Employer during 1977, will be credited with the total number of hours which they worked for their Employer during 1977.
7. As soon as an Auxiliary Employee has worked 1500 hours within two (2) consecutive calendar years, such employee will gain entry onto the Auxiliary seniority list and will be deemed to possess seniority.
8. Upon gaining entry onto the Auxiliary seniority list, an employee will be credited with the number of hours worked in any class of positions, and will hold class seniority in any such class accordingly.
9. An employee who has gained entry onto the Auxiliary seniority list, will continue to accumulate class seniority in any class in which the employee works in accordance with the number of hours worked in a position within such class.
10. An Auxiliary Employee's seniority will be lost as the result of a break in service with the Employer which exceeds one (1) year.
11. Where pay ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the number of hours served by a Regular Full-Time Employee for such eligibility.
12. Each Employer is to elect not later than 1978 September 01 whether class seniority is to be exercised bargaining unit wide or within some narrower parameters, e.g., by program or by geographical area. Such decisions will not be made until each local Union has been provided with a full opportunity to submit suggestions and to discuss the matter. In the case where any problem or disagreement arises between local parties, it will be

understood that a C.U.P.E. staff representative and the G.V.R.D. Director of Labour Relations will be available to assist such local parties.

13. The decisions of the various Employers will be reported to the C.U.P.E. JNC by the G.V.R.D. Labour Relations Department within the first week of September 1978.
14. In the event of a layoff of Auxiliary Employees within a class (whether the layoff takes place within a program, a geographical area or across the entire bargaining unit) those employees having greatest seniority within the class shall be the last ones laid off.
15. Other than as might be provided for pursuant to the terms of paragraph 14 herein, no Auxiliary Employee shall have the right to bump another employee after having been laid off.
16. An Auxiliary Employee having class seniority, and having been laid off, must, if the employee wishes to be considered for future Auxiliary employment, elect to register with the Employer for future Auxiliary employment in which case such employee will be given preference in hiring for future vacancies within various classes on the basis of class seniority.
17. Registration for future Auxiliary employment will be made upon a standard form which will be signed and dated by the applicant and which will state the classes within which the applicant would be willing to accept a position. The completed form will be signed and dated by an authorized representative of the Employer, and both the applicant and the Union will be provided with a copy by way of receipt.
18. When an Auxiliary Employee who has attained class seniority, who has been laid off, and who has registered for future Auxiliary employment, also registers a desire to be taken into consideration for Auxiliary work in a class for which the employee does not possess class seniority, the employee shall be taken into consideration for appointment to a position within such new class on the basis of the employee's skills, knowledge and ability, and in any case where there is no registered applicant possessing seniority in the new class in question, and where the employee's skills, knowledge and ability are sufficient so as to render the employee qualified, then
  - (i) if the Auxiliary Employee is the only registered and qualified applicant, the employee shall be appointed to the said position;
  - (ii) if the Auxiliary Employee is one of several registered and qualified applicants, the appointment to the said position shall be based on their relative skills, knowledge and ability, and if their skills, knowledge and ability are considered to be equal,

then the registered and qualified applicant possessing the greatest total Auxiliary seniority with the Employer, shall be appointed.

19. Auxiliary pool seniority may be exercised commencing at 11:59 p.m. on 1978 December 31.
20. All existing practices which recognize the accumulated seniority of Auxiliary Employees, and which are clearly recognized by mutual agreement between a Union and an Employer, will continue to be recognized until 11:59 p.m. on 1978 December 31.
21. Fringe benefit provisions will not be altered during 1978 as the result of any of the foregoing.
22. All Auxiliary and Regular Part-Time Employees shall be governed by the following provisions:
  - (1) A public holiday will be treated as a normal working day for all Auxiliary and Regular Part-Time Employees. Thus, an employee who works on a public holiday will be paid at straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.
  - (2) Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for all Auxiliary Employees except in the case of an Auxiliary Employee working in a position normally occupied by a Full-Time Employee whose normal hours shall be deemed to be the normal hours of the Auxiliary Employee.
  - (3) For purposes of applying overtime rates, normal daily and weekly hours for all Regular Part-Time Employees shall be deemed to be those of a Regular Full-Time Employee whose position is similarly classified.
  - (4) (a) Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the collective agreement as operating on a 7 day week basis, shall be permitted to work at straight time rates for up to eight (8) hours per day on any five (5) days during a work week (which for the purposes of this clause shall be deemed to commence at 12:01 a.m. on Monday morning and to end at 11:59 p.m. on the immediately following Sunday).

- (b) Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the collective agreement as operating on a 6 day week basis, shall be permitted to work at straight time rates for up to eight (8) hours per day on any five (5) days during the 6 day week as defined in the collective agreement.
- (5) None of the negotiated provisions in the 1977 collective agreements permitting employees to work other than the normal work week, shall be disturbed by the provisions of paragraph (4) herein.
- (6) Overtime rates will be paid on the following basis to all Auxiliary and Regular Part-Time Employees:
  - (i) Time and one-half (1½X) for the first four (4) hours worked in excess of the normal daily hours in a day.
  - (ii) Two times (2X) for hours worked beyond four (4) in excess of the normal daily hours in a day.
  - (iii) In any case where an employee has already performed work on five (5) days during the week, time and one-half for any hours worked prior to 12:00 noon on the sixth day of work in that week, two times for hours worked after 12:00 noon on the sixth day, and two times for all hours worked on the seventh day of work in that week.
- (7) No shift differential premiums will be paid to Auxiliary Employees unless they are relieving Full-Time Employees on shifts that would otherwise carry such premiums.
- (8) (a) (i) Auxiliary Employees shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits set forth in this Agreement, provided, however, that those Auxiliary Employees who have gained entry into the auxiliary seniority list shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings.
  - (ii) No other benefits shall be provided to Auxiliary Employees unless expressly stated in this paragraph 22.

- (iii) A Regular Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:
- (1) a payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay;
  - (2) Medical, Extended Health, Group Life and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay 100% of the premium for Medical;
  - (3) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time Employees; and
  - (4) WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (b) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (a)(iii), the employee's current service shall count towards the benefit eligibility periods.

Where a Regular Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph (a)(iii), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (c) commencing on the first of the month following the expiry of the benefit coverage.

- (c) All Regular Part-Time Employees not covered by paragraph (a)(iii) shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay, provided

however, that those Regular Part-Time Employees who have worked the equivalent of six (6) months shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings and shall be eligible for the benefits contained in paragraph (d) below.

- (d) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Bereavement Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on unpaid leave of absence.
  - (e) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Article.
23. All Temporary Full-Time Employees shall be provided with benefits on the same basis as they are provided to Regular Full-Time Employees, except that no Temporary Full-Time Employee shall be entitled to Dental Plan coverage or coverage under the Municipal Superannuation Plan until the employee has been employed continuously for twelve (12) months.
24. In any case arising after 11:59 on 1978 December 31, where Temporary Full-Time Employees are hired for a specific project and are advised at the time of being hired of the expected duration of the project, the Employer will notify the Union as soon as possible in the event circumstances subsequently arise which have the effect of terminating the project earlier than had been expected and announced.

SCHEDULE "E"

This is the Schedule referred to in  
Article 23 of this Agreement

1981-1982 NEGOTIATIONS

The following is item 13 of the Memorandum of Agreement dated April 30, 1981.

13. Handicapped Workers

Within the limitation imposed by the Employers' unwillingness to create unnecessary work, each individual Employer is willing to make every conceivable effort in cooperation with its Union in order to provide opportunities for older, partially disabled or otherwise handicapped employees to retain employment.

1994-1996 NEGOTIATIONS

The following is Regional item 10 of the Memorandum of Agreement dated 1995 March 31.

10. Grant Employment

Effective the date of ratification of the Joint Memorandum of Agreement the Employers and the Unions agree to establish a Regional Joint Committee to discuss accessing Federal and Provincial grant funding for programs which require Union approval. Such topics will include the type of programs covered, a process for approval for joint applications, the amount of top-up, and the nature of the employment relationship including employment security issues for employees on staff. The Joint Committee shall consist of not more than five (5) representatives of the Employers and five (5) from the Union. The employee members of the Joint Committee shall suffer no loss of pay while attending Joint Committee meetings. Where a recommendation is approved by the principals of both parties, it may be implemented prior to the next round of collective bargaining.

SCHEDULE "F"

This is the Schedule referred to in  
Article 23 of this Agreement

EMPLOYMENT STANDARDS ACT PRINCIPLES

Effective 1984 July 12 the parties agree that the following principles are implicit in and form part of the terms of the Collective Agreement:

- (1) That, except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout and non-standard work week provisions) employees shall have not less than eight (8) consecutive hours free from work between each shift worked and not less than thirty-two (32) consecutive hours free from work between each week. Where an employee is required to work within the eight (8) or thirty-two (32) hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.
- (2) That where an employee works a split shift, the shift shall be completed within 12 hours of commencing such shift.
- (3) The eating period provided under the "Hours of Work" provision of the Agreement shall be scheduled so as to prevent an employee from working more than five (5) consecutive hours without an eating period. Commencing one (1) month following 1984 July 12 Regular Part-Time and Auxiliary Employees shall not work more than five (5) consecutive hours without an unpaid eating period.

SCHEDULE "G"

This is Schedule "G" referred to in  
Article 5.1 of this Agreement

G.V.R.D. DENTAL PLAN AND GROUP LIFE INSURANCE PLAN

The parties hereto agree as follows:

A. Dental Plan

The Employers within the GVRD Dental Plan shall be responsible through the GVRD-LRD for establishing dental plan premiums under the following terms and conditions:

- (a) Adjustments shall be made at least annually to current premiums, but only when such premiums result in either a shortfall or a surplus (calculated on the basis of all costs and administrative charges and the maintenance of a 2-month buffer);
- (b) Any such premium adjustment shall be based upon the experience of the pool over the preceding calendar year;
- (c) Any such premium adjustment shall be made on a flat rate basis across all members of the pool; and
- (d) The GVRD-LRD shall notify the JNC Benefits Subcommittee of any premium adjustments a minimum of 60 days prior to implementation of such adjustment. At the request of the JNC Benefits Subcommittee, the parties shall meet to discuss the proposed adjustments.

B. Rights to Withdraw from the Dental Plan

Effective 1986 August 01 and thereafter, any Employer electing to withdraw from the GVRD Dental Pool 061 shall do so only upon:

- (a) fully prepaying its plan deficit existing at the time of withdrawal, or alternatively receiving its plan surplus existing at the time of withdrawal, in either instance calculated back to the later of 1986 August 01 or the last date upon which premiums were adjusted. Having paid the deficit/received the surplus attributable to its employee group, the Employer shall then, in accordance with the existing cost-sharing agreement governing dental plan premiums, make the necessary arrangements to either recover the employees' share of the deficit or to disburse the employees' share of the surplus;

- (b) providing its Union and the JNC Benefits Subcommittee with a minimum of 60 days' notice;
- (c) ensuring that, upon withdrawing, identical coverage is obtained for its employees at a premium rate equal to or lower than that applicable to the premium rate of Pool 061 at that date.

C. Joining the Dental Plan

No employee group which is not currently a member of Dental Pool 061 shall be entitled to join Dental Pool 061 without first receiving the approval of the LRAC Benefits Subcommittee and the JNC Benefits Subcommittee.

D. Group Life Plan

- (a) The Employer shall provide the Union with a minimum of 60 days' notice of any change of carrier providing Group Life coverage.
- (b) The Employer shall review annually with the Union the status of the Group Life Plan and any surpluses generated by the Plan experience shall be utilized to provide a premium holiday for both Employer and employees in accordance with the current cost sharing of premiums unless other arrangements mutually satisfactory to the parties can be reached.