

1998 - 2001

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF VERNON

- AND -

**THE VERNON CIVIC EMPLOYEES' UNION
LOCAL 626**

(INSIDE AND OUTSIDE WORKERS)

1.05 Rights of Management:

Except as otherwise provided in this Agreement, the management, supervision and control of the Corporation's operation, the direction of the working force and the establishment and enforcement of rules of conduct for employees remain an exclusive management function. Any other rights of management not specifically mentioned in this Agreement and not contrary to its terms shall continue in full force and effect.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

2.01 The Corporation or anyone authorized to act on its behalf recognizes the Union as the sole collective bargaining agency for its employees classified and covered by this Agreement and hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this Agreement, looking toward a peaceful and amicable settlement of any differences that may arise between them.

2.02 Persons not in the bargaining unit shall not work on any jobs which are presently performed by members of the bargaining unit, except

2.03 Work can be performed by persons not in the bargaining unit for the purposes of instruction, experimenting or emergencies when employees in the bargaining unit are not available and providing the act of performing the aforementioned does not reduce the hours of work or pay of any member of the bargaining unit.

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ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT

- 3.01 The Employer and the Union recognize that it is their responsibility to maintain a workplace conducive to freedom from discrimination and sexual harassment.
- 3.02 The Corporation, its servants and agents agree that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, or discharge. There shall be no discrimination or harassment by reason of race, creed, age, sex, colour, national origin, political or religious affiliation, or place of residence, nor by reason of the employee's membership or activity in the Union.

ARTICLE 4 - MAINTENANCE OF MEMBERSHIP AND CHECK-OFF OF UNION DUES

- 4.01 The Corporation agrees that, as a condition of continued employment by the Corporation, all employees who are now members of the Union and all employees who hereafter become members of the Union or are reinstated as members of the Union, shall maintain membership in the Union in good standing for the duration of this Agreement. All employees of the Corporation are free to join the Union, and are equally free not to join the Union.
- 4.02 The Corporation agrees that it will, during the life of this Agreement, deduct from the pay of all employees covered by the Bargaining Unit, such dues and initiation fees as are authorized by regular and proper vote of the membership of the Union, and to transmit the total of the amount so deducted to the Secretary-Treasurer of the Union by the 15th day of the month following, along with a list of the employees in respect of whom such deductions have been made.

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ARTICLE 5 - THE CORPORATION SHALL ACQUAINT NEW EMPLOYEES

- 5.01 The Corporation agrees to acquaint new employees with the fact that an Agreement between the parties is in effect, and with the conditions of

employment set out in Article 4 dealing with the Union maintenance of membership and dues check-off.

- 5.02 Whereupon it can be determined that it is mutually beneficial, Contract booklets will be printed and the cost of such printing will be shared equally between the Corporation and the Union.

ARTICLE 6 - LABOUR MANAGEMENT NEGOTIATIONS

6.01 Bargaining Committee:

A Bargaining Committee shall be appointed and consist of not more than Four (4) members of the Corporation as appointees of the Corporation and not more than Four (4) members of the Union as appointees of the Union. The Union will advise the Corporation of the Union nominees to the Committee and it is mutually agreed that it is desirable that the Committee appointees be the same appointees as appointed in Article 26: 26.01 - Labour Management Committee. Each party shall have the right to have an additional member in attendance from time to time on specific subjects upon notification of the other party.

6.02 Additional Representatives:

Each party to this agreement shall have the right to have the assistance of a representative when dealing or negotiating with the other party.

6.03 Meetings of Committee:

In the event of either party wishing to call a meeting of the said Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting date shall be arranged not later than Ten (10) Calendar Days after the request has been given.

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ARTICLE 6 - LABOUR MANAGEMENT NEGOTIATIONS - Continued

6.04 Function of Bargaining Committee:

All matters of mutual concern pertaining to collective bargaining shall be referred to the said Committee for discussion and settlement.

6.05 Time Off for Meetings:

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

ARTICLE 7 - SENIORITY

7.01 Seniority Defined:

Seniority is length of service with the Corporation within this Bargaining Unit of the Union. Seniority shall operate on a Bargaining Unit wide basis except for the purpose of layoffs and recall, when it shall be divided into "Inside" and "Outside" employee groups.

7.02 Seniority for New Employees:

(a) All new employees shall be hired on probation. The probation period is for Sixty-five (65) Days worked in any Twelve (12) Month period from the date of hiring. The employment of such employees may be terminated at any time during this period at the discretion of the Employer, provided the Employer exercises its discretion in good faith and in a non-arbitrary and non-discriminatory manner.

(b) During the probationary period, employees shall be entitled to all rights and privileges as set out in this Agreement, except with respect to Sick Leave (Article 17) and Welfare Benefits (Article 22). Upon completion of the probationary period, AN EMPLOYEE SHALL BE

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ARTICLE 7 - SENIORITY - Continued

7.02 (b) Seniority for New Employees: - Continued

ENTERED ON THE SENIORITY LIST AS OF THE EMPLOYEE'S ORIGINAL DATE OF EMPLOYMENT, and the employee's status shall be regarded as regular.

7.03 Seniority for Part-Time Employees:

No seniority rights for part-time employees shall accrue until 600 hours of the probationary period have been completed.

Once a part-time employee has completed probation, then the employee will have limited seniority rights for the purpose of bidding into other positions within the City. The bidding rights for part-time employees will be as follows:

The seniority of part-time employees will be taken into account by the City for any openings not filled by regular employees, but the City is free to hire external applicants for those positions if, in the City's opinion, the external applicant has better qualifications and abilities for employment within the City. It is recognized that when the City considers qualifications and abilities it will take into account not only the requirements of the immediate job opening in question, but also the requirements of other jobs that an individual may reasonably be expected to advance into during the employee's career with the City. It is also agreed that the City must exercise its judgement in good faith and in a non-discriminatory and non-arbitrary manner.

7.04 Part-Time Seniority List:

- i) Employees with the greatest seniority within their own job classification would be called first for available scheduled or emergent work.
- ii) The part-time seniority list is separate from the regular employee full time seniority list.

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ARTICLE 7 - SENIORITY - Continued

7.04 Part-Time Seniority List: Continued

- iii) The part-time seniority list will be set up and based on the original date of hire.
- iv) Should a part-time employee become a regular full time employee the employee's part-time seniority would not be carried over.

7.05 Seniority List:

Up-to-date Seniority Lists shall be available to the Union and posted on all bulletin boards in January of each year, and such lists shall reflect the

seniority standing of each employee covered by this Agreement. These lists shall be subject to correction upon proper representation by the Union.

7.06 Seniority During Absence:

If an employee is absent from work because of sickness, accident or leave of absence approved by the Corporation, or laid off, the following shall apply:

- (a) If a leave of absence is approved by the Corporation for an employee who is capable of working, the employee's seniority shall not accrue.
- (b) If a leave of absence is approved by the Corporation for an employee who, for reasons of health, is not capable of work, the employee's seniority shall accrue.
- (c) If an employee is laid off, the employee's seniority shall accrue.

7.07 Loss of Seniority:

An employee shall only lose seniority in the event:

- i) The employee is discharged for just cause and is not reinstated.
- ii) The employee resigns.
- iii) After layoff, it shall be the responsibility of the employee to keep the Corporation and the Union informed of the employee's current

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ARTICLE 7 - SENIORITY - Continued

7.07 Loss of Seniority: Continued

- (iii) address, telephone number, or other means by which the employee may be contacted on short notice. All reasonable efforts shall be made by the Corporation and the Union to contact the employee in the event that a return to work is imminent. Accordingly, if contact is not possible on short notice, a registered letter notifying the employee of a return to work, nevertheless, would be mailed. If short notice contact fails, the employee would be passed over temporarily. If the employee fails to report within the seven (7) days after the issue of the registered letter, the seniority shall then be forfeited and

the employee's name shall be struck from the Seniority List unless the employee's absence was due to sickness or other just cause and the onus of proof shall be on the employee.

- iv) After a layoff of twenty-four (24) consecutive months, an employee shall be struck off the Seniority List. Continuation of benefits will cease after twelve (12) months on layoff, as outlined in Article 22.08(b).

7.08 Military Service:

In the event of this country being at war, the seniority of any employee serving in the Canadian Armed Forces shall continue to accrue by reason of such service, provided the employee seeks re-employment within ninety (90) calendar days from date of discharge. In the event that such employee is covered by superannuation, the Corporation agrees to make the regular superannuation payments on behalf of such employee during the employee's period of active service.

7.09 Retention of Seniority - Non-Bargaining Unit Positions:

No employee shall be transferred outside the bargaining unit without the employee's consent. Such an employee shall have the right to return to the employee's position within the bargaining unit during the employee's

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ARTICLE 7 - SENIORITY - Continued

- 7.09 Retention of Seniority - Non-Bargaining Unit Positions: - Continued
probationary period (not to exceed six months). Such employee shall progressively lose all seniority rights within the bargaining unit, upon confirmation in the non-bargaining unit position, at the rate of ten (10) years lost to every one (1) year in the exempt position. This clause will be applied to all exempt employees.

ARTICLE 8 - LAYOFFS AND RECALLS

8.01 Layoffs:

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoffs, except as otherwise mutually agreed, employees shall be laid off in reverse order of their seniority.

8.02 Notice of Layoff:

(a) The Corporation shall notify regular employees who are laid off as follows:

- (i) Monthly salaried employees - in writing one month before layoff is effective.
- (ii) Regular hourly paid employees - in writing five (5) working days before layoff is effective.

(b) When the Corporation exercises the right of layoff it may, instead of the required notice, pay the employee the regular rate of pay equal to the unworked period of notice required.

8.03 Recall:

(a) Employees shall be recalled from layoff in order of seniority, provided they are able to perform the work available and subject to Article 7.07 (iii).

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ARTICLE 8 - LAYOFFS AND RECALLS - Continued

8.03 Recall: - Continued

(b) When emergent or short-term work of five (5) working days or less occurs, the Corporation may, with mutual agreement of the Union, recall employees out of "order of seniority" and the provisions of Article 8.03(a) shall not apply. Such mutual agreement shall not unreasonably be withheld.

8.04 Same Day Seniority:

For the purpose of layoff, recall, promotion, vacation preference, or any other matter where same day seniority may be a factor between two or more employees, the matter of who is senior will be determined by an examination of the date on the employment application. If, after

examination of the employment application, the matter is still not resolved, the affected employees will draw lots for determination.

ARTICLE 9 - PROMOTIONS AND STAFF CHANGES

9.01 Prior to any staff changes or promotion being made to a position covered by the terms of this Agreement, the Corporation shall notify the Union, in writing, stating the staff change or promotion intended for that position. In addition, the Corporation shall notify the Union, in writing, of the creation of, or proposed creation of, any position which will be covered by the terms of this Agreement.

A notice of the position(s) shall be posted by the Corporation within five (5) working days of a position becoming vacant if said position is to be filled. If a position is not to be filled, the Corporation shall so advise the Union within five (5) working days of the position becoming vacant. Should such a position be required at a later date, the Corporation shall so advise the Union and post the position within five (5) working days of advising the Union. The notice shall be posted on all bulletin boards for a

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ARTICLE 9 - PROMOTIONS AND STAFF CHANGES - Continued

9.01 minimum of five (5) working days in order that all members of the Union
Cont'd will know about the position(s) and have the opportunity to make written application therefor. Such notice shall contain the following information:

- i) Nature of the position(s)
- ii) Required knowledge, abilities and skill
- iii) Required qualifications (education and experience)
- iv) Wage or salary rate or range
- v) Any other pertinent information.

If any employee, in writing, indicates to the employee's Supervisor and Secretary of the Union, prior to going on vacation or leave of absence, the employee's intent to apply for an anticipated job posting, the employee will be considered for such posting.

9.02

Lack of Work in Posted Classification:

When “lack of work” occurs in a specific posted classification other than Labourer I or II, which may result in re-assignment of duties within that classification, the re-assignment of duties shall be the subject of discussion at the Labour/Management Committee level, and any such re-assignment shall be by mutual agreement prior to any said re-assignment. If mutually agreed, the following conditions shall apply:

- (a) Re-assignment of duties shall require a minimum of thirty (30) days notice for salaried, Inside employees; ten (10) days notice for hourly paid Outside employees; and where there is a potential for decrease in salary of greater than ten (10%) per cent, notice will be negotiated at the Labour/Management Committee level.
- (b) Re-assignment of duties shall be by seniority within the classification affected by the “lack of work”.

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ARTICLE 9 - PROMOTIONS AND STAFF CHANGES - Continued

9.02

Lack of Work in Posted Classification: Continued

- (c) The employee being re-assigned shall have the right to bump employees having less seniority, having regard for the ability to perform the duties of the job involved and shall accept the duties of the position bumped into at the rate of pay provided for that classification.

In the case of an employee bumping down in Schedule “A” (Inside Classifications) the rate of pay shall be determined by length of seniority. In the case of an employee bumping up in Schedule “A” (Inside Classifications) the rate of pay will be the step immediately above the employee’s present rate (as in Article 9.04).

- (d) An employee who has been re-assigned shall return to the employee’s original classification when work becomes available. All

employees affected in this re-assignment shall also revert back to their original classification held prior to re-assignment.

- (e) Should said re-assignment ultimately result in lay-off, the lay-off shall be strictly in accordance with the provisions of Article 8.01 of the Contract Agreement.

9.03 Method of Making Appointments:

Both parties recognize that job opportunities should increase in proportion to length of service. Promotions, demotions and transfers shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skill, knowledge and ability to efficiently fill the job requirements.

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ARTICLE 9 - PROMOTIONS AND STAFF CHANGES - Continued

9.03 Method of Making Appointments: Continued

The successful applicant shall be placed on probation for a period of three (3) months. If the employee's qualifications are not deemed to be satisfactory, the probationary period may be extended by mutual agreement.

If probationary service has proven satisfactory, the employer shall confirm the employee in that position. In the event the successful applicant proves unsatisfactory in the position, or requests to return to the employee's former position, during the aforementioned probationary period, the employee shall be returned to the employee's former position without loss of seniority or previous salary, and any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to the employee's former position without loss of seniority or previous salary.

Appointments to be posted covered under Section 9.01 shall be made within Ten (10) working days of the expiration of the notice, unless otherwise mutually agreed to by both parties.

9.04 Salary/Wage Rates on Appointments:

(a) On promotion to a higher rated position, the successful applicant's salary will be adjusted as follows:

Hourly Position - to the hourly rate applicable to the new position;

Salary Position - to the paygrade of the new position, and the step immediately above the employee's present rate.

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ARTICLE 9 - PROMOTIONS AND STAFF CHANGES - Continued

9.04 Salary/Wage Rates on Appointments: Continued

(b) Any time spent, in excess of one (1) month, during the six (6) months prior to the permanent posting, will be fully recognized in calculating the time at which the employee is eligible to move to the next step in the paygrade.

Any time spent in that position more than six (6) months prior to the permanent posting, but less than twelve (12) months prior, will be recognized on the basis of 50% of the time so spent in calculating the time at which the employee is eligible to move to the next step in the paygrade.

These allowances for time for salary purposes do not affect the probationary time requirement and is completely independent of it.

9.05 Union Notification:

The Union shall be notified, in writing, of all appointments, hirings, layoffs, rehiring and terminations of employment.

9.06

Retirement:

Retirement shall be defined as an employee leaving the service of the Corporation under the following conditions:

- (a) Following attainment of the employee's minimum retirement age as established under the Pension (Municipal) Act; or
- (b) Upon receipt of a disability allowance in accordance with the provisions of the Pension (Municipal) Act; or
- (c) Upon having twenty-five (25) years, or more, of service.

All employees covered under this agreement shall retire no later than the age of sixty-five (65) years, as prescribed by the Pension (Municipal) Act.

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ARTICLE 10 - GRIEVANCE PROCEDURE

10.01

Grievance Committee:

The Corporation acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members who shall be employees of the Corporation. The names of the members of such Committee shall be communicated to the Corporation in writing.

10.02

Permission for Shop Stewards:

It is understood that the Employees' Union Shop Steward shall be permitted to discuss informally with the Foreman of the Departments directly in regard to matters which may affect the welfare of the Departments as a whole.

10.03

Settling of Grievances:

Should a dispute arise between the Corporation and any employee(s) or the Union regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitratable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

In the event the Union has the grievance, it shall be processed at the Step Level appropriate with the alleged violation. However, if any employee has an individual grievance, it shall be initiated at Step 1 of the Grievance Procedure.

STEP 1: The aggrieved employee(s) shall submit the grievance, in writing, to the Chairman of the Union Grievance Committee within thirty (30) days of occurrence.

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ARTICLE 10 - GRIEVANCE PROCEDURE - Continued

10.03 Settling of Grievances: Continued

STEP 2: If the Grievance Committee of the Union considers the grievance to be justified, the employee(s) concerned, together with a member of the Grievance Committee, shall first seek to settle the dispute with the employee's foreman, supervisor (or department head), who shall, within ten (10) working days, be provided with a copy of the grievance in writing.

STEP 3: Failing satisfactory settlement within five (5) working days after the dispute was first submitted under Step 2, the employee(s) concerned, together with the Grievance Committee, shall request a meeting, and submit to the Administrator within fifteen (15) working days a written statement of the particulars of the complaint and the redress sought. The Administrator shall render the employee's decision within ten (10) working days after receipt of such notice.

STEP 4: Failing a satisfactory settlement being reached in Step 3, the Union or the Corporation may refer the dispute to arbitration

within sixty (60) working days of receipt of response from the Administrator under Step 3 of the Grievance Procedure.

Should the grievance not be referred to arbitration within the time limit specified, the grievance is deemed to be abandoned.

10.04 Replies in Writing:

Replies to grievances shall be in writing at all stages.

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ARTICLE 10 - GRIEVANCE PROCEDURE - Continued

10.05 Dating of Grievances:

Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed with the employer under Step 2.

10.06 Place of Meetings:

The Corporation shall supply the necessary facilities for the grievance meetings.

10.07 Policy Grievance:

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, or the Union, has a grievance, Steps 1 and 2 of Article 10.03 may be bypassed. All policy grievances are deemed to be filed at Step 3 of the Grievance Procedure and will follow the steps outlined in Article 10.03. A policy grievance must be filed within forty (40) days of the occurrence that led to the grievance.

ARTICLE 11 - ARBITRATION

11.01 Composition of Board of Arbitration:

After the grievance procedure has been followed either party may request that a grievance be submitted to arbitration. The request shall be made in writing addressed to the other party of the Agreement. Within five (5) working days thereafter, each party shall name an Arbitrator to an Arbitration Board and notify the other party of the name and address of its

appointee, and these two appointees shall agree upon and name a Chairman.

If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairman within five (5) working days, the appointment shall be made by the Minister of Labour upon the request of either party.

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ARTICLE 11 - ARBITRATION - Continued

- 11.02 Board Procedure:
The Board shall determine its own procedures, but shall give full opportunity to all parties to present evidence and make representations to it. The Board shall commence its proceedings at its earliest possible opportunity after the Chairman is appointed. It shall hear and determine the difference or allegation and render a decision at the earliest possible opportunity from the time the Hearing is completed. The decision of a majority shall be the decision of the Board.
- 11.03 Decisions of the Board:
The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do at its earliest opportunity.
- 11.04 Expenses of the Board:
Each party shall pay:
 (a) The fees and expenses of the Arbitrator it appoints;
 (b) One-half of the fees and expenses of the Chairman.
- 11.05 Amending of Time Limits:
The time limits fixed in both the grievance and arbitration procedures may be extended by consent, in writing, of all parties to this Agreement.

11.06

Witnesses:

At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements shall be made to permit the conferring parties or the arbitrator(s) to have access to any part of the

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ARTICLE 11 - ARBITRATION - Continued

11.06

Witnesses: Continued

Corporation's premises to view any working conditions which may be relevant to the settlement of the grievance.

11.07

Single Arbitrator:

Notwithstanding the foregoing, the parties may mutually agree to the appointment of a single arbitrator, who will be governed by the provisions of Article 11 the same as a three (3) man board.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01

Discipline:

Defined procedures to be as established and posted by the Labour/Management Committee.

12.02

Procedure for Discharge or Suspension:

Discharge or suspension of an employee shall be for just cause. Just cause shall not include the refusal of an employee to cross the picket line of a legal strike, or refusal to deal with any business establishment involved in a legal strike.

The City Administrator, Union President, and employee shall be advised promptly, in writing, of the reason for such pending dismissal or suspension.

(a) An employee considered by the Union to be wrongfully or unjustly facing suspension, shall be entitled to a hearing with the City

Administrator. Two (2) working days shall be provided to allow the preparation for such hearings and no action shall be taken against the employee before said hearing. Failing satisfactory agreement

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ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE - Continued

12.02 Procedure for Discharge or Suspension: Continued

(a) within five (5) working days of said hearing, a grievance may be filed at Step 4 of the Grievance Procedure.

(b) Where the Employer considers that just cause exists for dismissal of an employee, such dismissal shall not go into effect until the employee has been so notified and a period of two (2) working days has elapsed from the time of such notification. During the said period of two (2) working days, the employee concerned shall be suspended without pay and the Employer shall review the circumstances involved. At the conclusion of the said period, the Employer shall either proceed with the dismissal or impose a lesser penalty. In the event the employer finds that disciplinary action is not warranted, or that the suspension is too severe, the employee shall be reinstated with payment for such time that the employee may have lost from work as a result of having been suspended. This does not replace the Grievance Procedure.

12.03 Reinstatement:

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in the employee's former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to the employee's normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensate which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

12.04 Disciplinary Action:

An employee shall have a shop steward or representative of the Union executive present at any discussion with supervisory personnel in regard

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ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE - Continued

12.04 Disciplinary Action: Continued

to written or more serious disciplinary action. If this procedure is not adhered to, all such action is deemed to be grieved and won.

12.05 Access to Personnel Files:

The Employer agrees that all employees will have access to their personnel files and may review same in the presence of the Personnel Officer. To obtain access to the employee's personnel file, the said employee will forward the appropriate request in writing to the Personnel Officer who will deal with the said request within a reasonable time. Any employee may respond in writing to any report on their personnel file and such response will become a part of the file.

ARTICLE 13 - HOURS OF WORK

13.01 Normal Work Day - Normal Work Week:

The normal work day and the normal work week shall be:

(a) Inside Employees:

The normal work day (day shift) shall consist of a scheduled period of seven (7) hours of work between the hours of 8:00 a.m. and 5:00 p.m. The normal work week shall consist of five (5) such days, being Monday to Friday inclusive.

(b) Outside Employees:

The normal work day (day shift) shall consist of a scheduled period of eight (8) hours of work between the hours of 7:00 a.m. and 5:00 p.m. The normal work week shall consist of five (5) such days, being Monday to Friday inclusive.

ARTICLE 13 - HOURS OF WORK - Continued13.02 Exemptions to Normal Work Day, Normal Work Week, and Other Conditions of Employment:

In order to carry on the service of the Employer, it is recognized that certain exemptions to the normal work day and the normal work week, as defined in Section 13.01 are necessary. Such exemptions, the hours and days of work, and any other special conditions of employment applicable to the employees referred to therein, shall be set out in Schedules "A" and "B" of this Agreement, or as mutually agreed to by both parties or as set out below:

(A) Exemptions to Schedule "A" - Hours of Work:

In order to carry on the services of the Employer, it is recognized that certain exemptions to the normal hours of work of a Schedule "A" employee may be necessary. The pay rates for such exemptions to be calculated proportionately to the change in hours.

(1) Parking Patrolman (Traffic Officer):

The normal work day shall consist of a scheduled period of not less than seven (7) hours and not more than eight (8) hours of work between the hours of 8:00 a.m. and 6:00 p.m. The normal work week shall consist of five (5) such days scheduled consecutively between Monday to Saturday, and comprising not more than thirty-six (36) hours of work.

(2) Operators (R.C.M.P.):

The position of Dispatch Operator and C.P.I.C. Operator (R.C.M.P.) shall be based on an eight (8) hour day (inclusive of a one-half (1/2) hour meal break), and a forty (40) hour week. Such meal break to be taken on the premises.

13.02 Exemptions to Normal Work Day, Normal Work Week, and Other Conditions of Employment: - Continued

(2) Operators (R.C.M.P.): Continued

Wage rates shall be as stated for 40 hour week as per Schedule "A".

Work shifts shall be as follows and shall be subject to differential pay as per Article 19.05, where applicable.

Day Shift: 8:00 a.m. to 4:00 p.m.
Monday to Friday

Evening Shift: 5:00 p.m. to 1:00 a.m.
Tuesday to Saturday

(B) Exemptions to Schedule "B" - Hours of Work:

(1) Arena Attendant Shift:

Arena Attendants employed in the Arena(s) may be required to work a schedule of shifts which provide for a ten (10) hour work day. Such shift schedule shall include three (3) consecutive days off.

(2) Sewage Treatment Plant Operators Waterworks Serviceman:

i) The normal work day for an employee while working as a Sewage Treatment Plant Operator and/or Waterworks Serviceman shall consist of (day shift) a scheduled period of eight (8) hours of work between the hours of 7:00 a.m. and 5:00 p.m. The normal work week for such employees shall consist of ten (10) such consecutive days, followed by four (4) consecutive days off. An alternative normal work week for such employees shall consist of the normal Monday through Friday work week.

ARTICLE 13 - HOURS OF WORK - Continued

13.02 (2) Sewage Treatment Plant Operators Waterworks Serviceman: Continued

- ii) An employee who is required to be on standby at a time or times other than the employee's normal working hours, shall be paid a premium for each day the employee is standing by as follows:
 - (a) Two (2) hours pay at the employee's regular rate of pay for each normal work day on which the employee was on stand-by and also worked the employee's regular eight (8) hour shift.
 - (b) Two (2) hours pay at the employee's regular rate of pay for each statutory holiday on which the employee was on stand-by.

The provisions of this section shall NOT apply to an employee who is called out as per Section 3.

- iii) The provisions of Article 14.05 (call out) shall apply to an employee who is on stand-by and who is called out for work.
- iv) If scheduled to work a statutory holiday that falls within the normal work schedule, Plant Operators and/or Waterworks Servicemen shall be paid at double time with one (1) day off in lieu of.
- v) A Sewage Treatment Plant Operator and Waterworks Serviceman shall be entitled to the provisions of Article 14.08, including hours worked under "A" and "B" of Paragraph (2) of this Article.

ARTICLE 13 - HOURS OF WORK - Continued

13.02 (3) Janitors (Civic Complex)

The normal work day shall consist of a scheduled period of eight (8) hours of work between the hours of 4:30 p.m. and 1:00 a.m.

The normal work week shall consist of five (5) such days scheduled consecutively between Sunday and Friday; however, it is understood that the regular schedule shall consist of five (5) consecutive days between Monday and Friday.

(4) Mechanics

The normal work schedule for Mechanics shall be Monday to Friday or from Tuesday to Saturday, as required in the operation of the garage.

(5) Parks and Recreation, Sanitation Department (Garbage)

Work schedules for the Parks and Recreation and Sanitation Department (Garbage Service) requiring employees to work other than a normal work week, shall be prepared and submitted to the Labour/Management Committee for approval.

(6) General Conditions

Employees covered by this Agreement in Departments other than those above, who are required to work other than a normal work week, shall have the schedule prepared and submitted to the Labour/Management Committee for approval.

13.03 No Split Shifts:

- (a) No seven (7) hour work day for Inside employees shall be spread over a period longer than eight (8) hours, including not more than one (1) hour off for lunch.

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ARTICLE 13 - HOURS OF WORK - Continued

13.03 No Split Shifts: Continued

- (b) No eight (8) hour work day for employees other than Inside employees shall be spread over a period longer than nine (9) hours, including not more than one (1) hour for lunch.

13.04

(a) Minimum Hours - Part-Time Employees:

(1) In the event of an employee starting work in any day and being sent home before the employee has completed four (4) hours, the employee shall be paid for four (4) hours. In the event that an employee reports for work, but is sent home before commencing to work, the employee shall be paid for two (2) hours at regular rates.

(2) All employees working in the Aquatics area will be paid on payroll cheques as Lifeguards/Instructors at the rates shown on Schedule "B". Employees shall work and be paid a minimum of two (2) hours, except:

i) those employees involved in the Aqua Precept and Adapted Aquatics programs who will work and be paid for one (1) hour only, providing scheduling cannot be otherwise arranged.

ii) those employees involved in a swim instructional program of at least five (5) consecutive sessions who will work and be paid for one (1) hour only, providing scheduling cannot be other-wise arranged.

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ARTICLE 13 - HOURS OF WORK - Continued

13.04

(b) Shift Scheduling: Part Time Hourly Recreation/Arena/Concession Staff

Shift scheduling of employees shall be drafted to meet the following requirements:

(1) No period of work of less than two (2) hours duration shall be scheduled. In the event an employee is required for a

period of less than two (2) hours, the employee shall nevertheless be paid for a full two (2) hours for that shorter period, provided the employee is available for the full two (2) hours scheduled.

(2) It is mutually agreed that split shift type operations are to be avoided where possible; however, the nature of recreation duties is such as to necessitate recourse to this type of scheduling in a modified form:

i) General:

No eight (8) hour period of scheduled work shall spread over a period greater than twelve (12) hours;

ii) No six (6) hour period of scheduled work shall spread over a period greater than eight (8) hours.

iii) No four (4) hour period of scheduled work shall spread over a period greater than six (6) hours.

(3) Where an employee is required to work a shift that has not been scheduled, it shall be by agreement with the employee and shall not be considered a condition of employment.

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ARTICLE 13 - HOURS OF WORK - Continued

13.05 Rest Periods:

(a) Employees shall be permitted a paid fifteen (15) minute rest period in the first half of the work day and a second such rest period in the second half of the work day.

(b) An employee who is on overtime callout shall be entitled to a paid fifteen (15) minute rest period after each completed two (2) hours of overtime work, provided such work is to extend for a period of time in excess of the said two (2) hours.

- (c) An employee who is required to remain at work following the end of the employee's normal work day shall be entitled to a paid thirty (30) minute meal break at the completion of two (2) hours of overtime work and provided that such overtime work is to extend for a period in excess of the two (2) hours.

- (d) An employee who is called out and is required to work four (4) hours shall be entitled to a paid thirty (30) minute meal break, provided that such overtime work is to extend for a period in excess of four (4) hours.

Rest Periods - Part-Time Employees:

Rest and break periods shall be as follows:

Under 4 hours worked:

No rest period.

4 to 5 hours worked:

One (1) paid fifteen minute rest period.

Over 5 hours but under 7 hours worked:

One meal break consisting of at least 15 minutes paid time and 15 minutes unpaid time.

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ARTICLE 13 - HOURS OF WORK - Continued

13.05 Rest Periods - Part-Time Employees: Continued

7 to 8 hours worked:

One paid 15 minute rest period in the first half of the day; one unpaid meal break of at least 1/2 hour; one paid 15 minute rest period in the second half of the day.

Meal breaks will be paid if the employee is required to stay in the facility.

Rest periods and meal breaks will be permitted as listed above for regular shifts and for split shifts scheduled with one hour or less between shifts.

Rest periods and meal breaks should be scheduled as close as possible to the mid-point of the shift.

13.06 Shifting General:

Regular employees receiving changes to their shift shall receive a minimum of five (5) days written notice of such change, except in emergent situations where the Union must be notified of the circumstances involved. At that time, a mutually agreeable decision will be made regarding the commencement of shift and/or overtime compensation involved. An employee may waive all or part of the five (5) day notice period at the employee's option. The Union is to be advised of any such waiver, prior to implementation.

13.07 Monthly Salary - Hourly Equivalent:

For the purpose of calculating the equivalent hourly rate in computing of overtime or time taken off by an employee paid at a monthly rate, such monthly rate shall be divided by one hundred seventy-three (173) for a forty (40) hour week and by one hundred fifty-two (152) for a thirty-five (35) hour week.

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ARTICLE 14 - OVERTIME AND "IN LIEU" TIME

14.01 Overtime Defined:

All time worked beyond the normal scheduled work day and the normal scheduled work week, or on a holiday, at the request of the Management, shall be deemed as overtime.

14.02 Overtime - Normal Work Day:

All work in excess of eight (8) hours per day for Outside employees and seven (7) hours per day for Inside employees shall be paid for at time and one-half (1-1/2) the regular hourly rate for the first hour of overtime, and double the regular hourly rate thereafter.

14.03 Overtime - Normal Work Week:

All time worked after normal weekly hours shall be paid for at double the regular rate of pay for those hours in excess of the normal hours in any one week.

14.04 Overtime - Holidays:

Any employee who is required to work on a holiday shall be paid at the rate of double the regular rate of pay for every hour worked in addition to the employee's regular holiday pay.

14.05 Overtime - Call Out:

An employee called out to work outside normal scheduled working hours shall be paid at double the regular rate of pay; and shall be paid for a minimum of two (2) hours.

The two (2) hour minimum pay as it applies to that employee shall include all additional call outs occurring within the two (2) hour period from the commencement of the first call out.

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ARTICLE 14 - OVERTIME AND "IN LIEU" TIME

14.06 Early Start Overtime:

No employee shall be sent home during a normal scheduled work day to compensate for early start overtime. An employee required to work before the commencement of the employee's normal work day shall be paid overtime rates of double time for the period up to the commencement of the normal work day. The provisions of Article 19.05 "Differential Pay" shall not apply. Employees have the right to quit work after eight (8) consecutive hours of work.

14.07 Overtime Authorization:

There shall be no overtime worked without prior Management authorization.

14.08 Overtime Part-Time Recreation Employees:

Overtime shall not apply to part-time hourly Recreation employees and Recreation/Arena/Concession Staff as listed in Schedule "B"; instead the following shall apply:

All time worked at the request of Management beyond the normal work day (i.e. eight (8) hours), shall be deemed to be overtime.

Overtime shall be paid for at the rate of time and one-half for the first hour immediately following a normal work day and double-time thereafter.

All time worked at the request of Management beyond a normal work week (i.e. forty (40) hours in six (6) consecutive days in a given work week) shall be deemed to be overtime and shall be paid at double rates.

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ARTICLE 14 - OVERTIME AND "IN LIEU" TIME - Continued

14.09 Employee's Election of Payment Method:

An employee working overtime for which the employee is entitled by the terms of Articles 14.01 - 14.07 shall elect to be paid for such overtime in accordance with the following:

(a) Such overtime to be paid for at the appropriate overtime rate;

- OR -

(b) The option to receive time off in lieu.

Election of method of payment shall be made by the employee at the time the overtime is reported; however, overtime of less than One (1) hour shall be only in accordance with Article 14.09(a) above.

14.10 Scheduling of "In Lieu" Time Off

(a) Request for "In Lieu" time off shall be made at least Five (5) working days prior to the desired period of time off, except for sickness or

emergency. The Corporation shall have the right to defer a request for "In Lieu" time off.

- (b) The Corporation shall have the right to limit days off to Five (5) days any time an employee has accumulated over Five (5) days "In Lieu" time.
- (c) Regular scheduled vacations shall take precedence over "In Lieu" time.

14.11 General:

- (a) All "In Lieu" time compensation, either for time off or payments in lieu thereof, shall be based on the actual wage rate of the employee at the time the "In Lieu" accruals were earned.

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ARTICLE 14 - OVERTIME AND "IN LIEU" TIME - Continued

14.11 General:

- (b) An employee may request payment for outstanding "In Lieu" credits at any time, subject to the Payroll Department receiving Two (2) Weeks advance notice.
- (c) All lieu time accumulated must be taken not later than Twelve (12) months from the date earned.
- (d) Payout of lieu time outstanding more than Twelve (12) months will be made on June 30th and December 31st, respectively, in each year.

ARTICLE 15 - GENERAL HOLIDAYS

15.01 General Holiday Entitlement:

All employees shall be entitled to the following general (public) holidays with pay:

New Years Day	Canada Day	Remembrance Day
Good Friday	British Columbia Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving	

and any other day proclaimed or declared by the Federal, Provincial or Municipal Government as a holiday.

15.02 When Holidays Fall on a Non-Working Day:

Where a general holiday falls on an employee's regular day off, the day either preceding or following their regular day off will be taken as the General Holiday.

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ARTICLE 15 - GENERAL HOLIDAYS - Continued

15.03 Qualification for General Holidays:

An employee shall NOT qualify for a General Holiday where:

- (a) An employee has not earned wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the General Holiday:
- OR -
- (b) A General Holiday occurs in the employee's first Thirty (30) days of employment.

ARTICLE 16 - VACATION AND ENTITLEMENT

16.01 Vacation Year - Definition of:

The term "vacation year" as used in this Agreement shall mean the twelve (12) month period running from January 1st to December 31st.

New Employees:

Effective the first of the calendar year following the year an employee enters service with the Employer, the employee shall be entitled to annual vacations in accordance with the following schedule:

- (a) Accumulated service from date of entering service to December 31st, ten (10) complete months or more - fifteen (15) working days.
- (b) Accumulated service at December 31st of less than ten (10) complete months - one and one quarter (1 1/4) days for each complete month of service.

Anniversary Date:

On December 31st of each year, employees are credited with an anniversary date, regardless of when employment commenced in the

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ARTICLE 16 - VACATION AND ENTITLEMENT - Continued

16.01 Anniversary Date: Continued
previous twelve (12) months (i.e. - employed December 1st, 1983 = anniversary credit of two (2) years as of December 31st, 1984).

Employees With One (1) Year Service:

An employee who has completed one (1), but less than ten (10) years service at the end of the vacation year, shall be entitled to a paid vacation of three (3) calendar weeks (fifteen (15) days).

Payment for such vacation shall be at the employee's rate of pay as at the time the employee takes that vacation.

Employee With Ten (10) Years Service:

An employee who has completed ten (10), but less than fifteen (15) years service at the end of the vacation year, shall be entitled to a paid vacation of four (4) calendar weeks (twenty (20) Days). Payment for such vacation shall be at the employee's rate of pay as at the time the employee takes that vacation.

Employee With Fifteen (15) Years Service:

An employee who has completed fifteen (15) or more years of service at the end of the vacation year shall be entitled to a paid vacation of five (5) calendar weeks (twenty-five (25) days). Payment for such vacation shall be at the employee's rate of pay as at the time the employee takes that vacation.

Employee with Twenty (20) Years Service:

An employee who has completed twenty (20) years of service at the end of the vacation year shall be entitled to a paid vacation of an additional day for each calendar year to a maximum of five (5) additional days at twenty-five (25) years of service for a total of six (6) calendar weeks (30)

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ARTICLE 16 - VACATION AND ENTITLEMENT - Continued

16.01 Employee with Twenty (20) Years Service: Continued

days. Payment for such vacation shall be at the employee's rate of pay as at the time the employee takes that vacation.

16.02 Employees on Layoffs:

(a) Employees who have earned seniority and have been laid off shall be paid for annual vacations as per Article 16.03 at the time of layoff;

- OR -

If the employee so elects, earned annual vacation credits may be held for use as vacation pay during the following year as per sub-section (b).

(b) Employees who have been laid off and have been subsequently re-employed shall accrue vacation seniority from previous employment. "Vacation entitlement" shall be as per Article 16.01, with "anniversary date" being the determining factor.

16.03 Termination of Employment:

Employees who have resigned or whose services have been terminated and have not either earned or taken their vacation entitlement as covered in

Article 16.01 shall be paid for annual vacations in accordance with the "Annual and General Holidays Act". The rate of pay shall be as follows:

1 Year to 10 Years Employment	- 6% of Annual Earnings
10 Yrs. to 15 Yrs. Employment	- 8% of annual Earnings
15 Yrs Employment	- 10% of Annual Earnings
20 Yrs. to 25 Yrs. Employment	- 10% + .4% Annually
25 Yrs. and Over	- 12% of Annual Earnings

16.04 Vacation Seniority:

Vacation seniority shall be in accordance with the provisions of Article 7.

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ARTICLE 16 - VACATION AND ENTITLEMENT - Continued

16.05 Scheduling Vacations:

Annual vacations shall be arranged mutually so as to cause a minimum of interruptions of service. Seniority shall prevail in the choice of the annual vacation season, provided the employee will submit the employee's vacation choice by March 31st. The employer shall post the vacation schedule by May 1st of each year.

VACATION ENTITLEMENTS SHALL BE TAKEN BY THE END OF THE CALENDAR YEAR IMMEDIATELY FOLLOWING THE YEAR IN WHICH THEY WERE EARNED, AS PER ARTICLE 16.01.

The Corporation may allow an accumulation of vacation credits to an employee requesting such consideration in writing, showing good and sufficient cause. Such request is to be submitted to the supervisor or department head and approved by the Corporation.

16.06 When a general or declared holiday falls during an employee's annual vacation period, the employee shall be granted one additional day of vacation for each such holiday.

ARTICLE 17 - SICK LEAVE PROVISIONS

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

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ARTICLE 17 - SICK LEAVE PROVISIONS - Continued

17.02 Amount of Sick Leave:
After the three (3) Month probationary period is completed, Sick Leave shall be granted to employees on the basis of one and one-half (1 1/2) days for every month of service with the Corporation, cumulative to a maximum of one hundred fifty (150) working days.

17.03 Proof of Illness:
An employee may be required by the Corporation to produce a certificate from a duly qualified medical practitioner for any illness, certifying that such employee is unable to carry out the employee's duties due to illness.

17.04 Sick Leave During Absence:
When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Corporation upon expiration of such period of absence, the employee shall not receive sick leave credit for the period of such absence, but shall receive the employee's cumulative credit, if any, existing at the time of such leave or layoff.

17.05 Sick Leave Without Pay:
Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted; such leave shall be granted to a maximum of six (6) months and any extension

thereafter shall be by mutual agreement of the parties hereto. Any such extension will be limited to a maximum of twelve (12) months.

17.06 Sick Leave Records:

A record of all unused Sick Leave will be kept by the Corporation for the purpose of a retirement and severance fund. Immediately after the close of

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ARTICLE 17 - SICK LEAVE PROVISIONS - Continued

17.06 Sick Leave Records: Continued

each calendar year, each employee may review the records of the Corporation to verify that the accumulated Sick Leave is correct.

Any employee is to be advised, on application to the Finance Department, of the amount of Sick Leave accrued to the employee's credit.

17.07 Retirement and Severance Fund:

(a) Any employee who has been employed by the Corporation continuously for a period of five (5) years shall, after five (5) years and up to and including twelve (12) years, upon leaving the employ of the Corporation be paid for one-third (1/3) of accumulated Sick Leave up to a maximum of sixty (60) days; except in the case of dismissal for just cause.

(b) Any employee who has been employed by the Corporation continuously for a period of twelve (12) years or more shall, upon leaving the employ of the Corporation, be paid for one-third (1/3) of accumulated Sick Leave up to a maximum of one hundred fifty (150) days, except in the case of dismissal for just cause.

17.08 Maternity Leave:

(a) Maternity Leave:

Where there is delivered to the Employer a certificate of a duly qualified medical practitioner stating that the employee named therein is pregnant, and that delivery of the child will probably occur on or about a specified date, the Employer shall permit the employee

to be absent from work at any time, or times, chosen by the employee not exceeding eleven (11) weeks immediately preceding that date.

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ARTICLE 17 - SICK LEAVE PROVISIONS - Continued

17.08 Maternity Leave: Continued

(b) Protection During Maternity Leave:

Maternity Leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy.

The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy, so long as the pregnant employee is able to perform all of the functions of the employee's job specifications. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee shall be entitled to transfer to another position, provided the employee is capable of performing the work and is otherwise entitled thereto by virtue of seniority, so long as a vacancy exists in another position. Should another position not be available, the pregnant employee shall be entitled to Leave of Absence under the provisions of this Article and any other applicable articles of the Collective Agreement.

(c) Length of Maternity Leave:

Maternity Leave shall cover a period up to eighteen (18) weeks before and/or after the birth of a child. Where a doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed.

(d) Parental Leave:

Both mothers and fathers are entitled to parental leave. Parental leave of up to twelve (12) weeks shall be granted before and/or after

the birth of a child. The employee will inform the employer at least one month before the desired leave of absence.

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ARTICLE 17 - SICK LEAVE PROVISIONS - Continued

17.08 (e) Maternity - General: Continued

The period, or periods, of absence authorized by the foregoing paragraphs shall be designated Maternity Leave and such leave shall be granted without pay and without loss of seniority or medical benefits, pursuant to Articles 22.02, 22.04, and 22.05.

(f) Maternity - Replacement:

Any replacement for an employee qualifying under this Article shall be considered a temporary employee under the terms of this Agreement.

(g) Procedure Upon Return from Maternity and Parental Leave:

When an employee decides to return to work after the Leave, the employee shall provide the Employer with at least two (2) weeks notice. On return from the Leave, the employee shall be placed at least in the employee's former position. If the former position no longer exists, the employee shall be placed in a position in the employee's department of equal rank and value at the same rate of pay.

17.09 Compassionate Leave:

An employee may be granted leave not to exceed three (3) working days to provide for emergency family situations other than death or serious illness. All such leave shall require the approval of the City Administrator, or the employee's designate, and shall be deducted from Sick Leave accrual.

17.10 Sick Leave While on Holidays:

An employee who is hospitalized or taken seriously ill (doctor's certification required) while on vacation shall be entitled to cancelling the remainder of the employee's holidays and applying any further subsequent absence

ARTICLE 17 - SICK LEAVE PROVISIONS - Continued

17.10 Sick Leave While on Holidays: Continued
against the employee's Sick Leave. Application for such cancellation shall be made to the City Administrator, or the employee's designate. Approval shall not be granted for three (3) consecutive working days or less.

17.11 Jury Duty or Court Witness:

(a) Jury Duty:

Any employee serving as a juror shall sign over the Jury Pay to the Employer and the employee shall receive from the Employer, in lieu thereof, pay at the employee's regular rate (not to exceed the employee's normal workday) for the time for which the Jury Pay applies.

(b) Court Witness:

Any employee required to serve as a Court Witness as a result of the employee's employment with the Corporation shall sign over the Court Witness Pay to the Employer and the employee shall receive from the Employer, in lieu thereof, pay at the employee's regular rate (not to exceed the employee's normal workday) for the time for which the Court Witness Pay applies.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 For Union Business:

The Corporation agrees that where permission has been granted by the Corporation to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Corporation or with respect to a grievance, they shall suffer no loss of pay for time so spent.

18.02 Union Conventions:
Leave of absence without pay and without loss of seniority shall be granted upon request to the Corporation to employees elected or appointed to represent the Union at Union Conventions. The Bargaining Unit covered by this Agreement shall be restricted to four (4) delegates per convention and, further, be limited to ten (10) working days per delegate, per annum.

18.03 Bereavement Leave:

(a) An employee shall be granted leave not to exceed three (3) working days in the case of the death or serious illness of a parent, wife, husband, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, common-law spouse and children, similar step relationships and current foster children and foster parent relationships, and that such leave shall include, in addition, travel time allowance equivalent to air travel time.

All such leave shall be deducted from accumulated Sick Leave without loss of salary or wages; however, in the event an employee has not sufficient Sick Leave entitlement, such leave shall be without pay. Requests for the above leave shall be submitted to the Department Head with subsequent approval by the Administrator or the employee's designate.

(b) An employee may be granted leave of up to one-half (1/2) day without loss of pay in order to attend a funeral as a pallbearer or as a mourner, provided that prior approval has been obtained from the supervisor or department head.

(c) Should an employee be on vacation at the time a bereavement occurs, the employee shall have the option of converting to

ARTICLE 18 - LEAVE OF ABSENCE - Continued

18.03 Bereavement Leave: Continued

(c) bereavement leave upon approval of the Administrator or the employer's designate.

18.04 Leave for Union Officers:

Any employee who is elected for a full-time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office, shall be granted Leave of Absence without pay and without loss of seniority by the Corporation for a period of one (1) year. Such leave shall be renewed each year during the employee's term of office.

18.05 General Leave:

The Corporation may grant Leave of Absence without pay and without loss of seniority to a maximum of twelve (12) months to any employee requesting such Leave in writing, showing good and sufficient cause. Such request to be submitted to the supervisor or department head and approved by the Corporation.

18.06 Education Leave:

In addition to the leave allowed under Article 18.04, at the request of the Union and by mutual agreement between the Employer and Union, Leave of Absence without pay and without loss of seniority will be granted to employees to attend bona fide meetings and educational seminars of the Canadian Union of Public Employees, or other trade union bodies with which the Union is affiliated. Such approval will be granted only when the Union is responsible for all associated costs.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 Salary and Wage Rates - Pay Periods:

The Corporation shall pay salaries and wages in accordance with Schedules "A" and "B" every second Friday. All Schedules are attached

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ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES - Continued

19.01 Salary and Wage Rates - Pay Periods: Continued

hereto and form part of this Agreement. Each employee shall be provided with an itemized statement of the employee's wages and deductions on every second Friday, or as required for clarification of pay records.

19.02 Pay During Temporary Position Transfers:

- (a) In the event of an employee being temporarily absent for reasons of sickness, injury, leave of absence or holidays, the employee taking that person's position shall be, when reasonably feasible, the employee designated as spare man for that absent employee's position, and said employee shall receive the same rate of pay as the position calls for in this Agreement, providing such rate is not less than the employee's existing rate of pay.
- (b) Pay rates for temporary relief of supervisors (not to exceed thirty (30) consecutive working days) shall be as agreed to by the Labour/Management Committee (November 3rd, 1982). (See Addendum.)
- (c) Pay rates for other than in (b) shall be at the step immediately above the agreed rate for temporary relief, in the pay scale for that position, or the rate of the current incumbent, whichever is the lesser amount (not less than the employee's existing rate of pay).

19.03 Leadhands:

A Leadhand shall do the same work as other employees but shall in addition, supervise that group of employees.

A Leadhand shall receive a differential of fifty (50¢) cents per hour in addition to the employee's regular rate of pay or fifty (50¢) cents per hour in addition to the highest rated employee under him, whichever is the greater,

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ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES - Continued

19.03 Leadhands: Continued

when placed in this capacity by Management for short term or special projects.

It is also agreed that when a work party consists of five (5) employees or more, one employee shall be designated as Leadhand.

A Leadhand shall only be used on a temporary basis, i.e. no more than five (5) working days per month per employee, except by mutual agreement.

Any required supervision beyond short term or special projects shall be at the sub-foreman rate.

19.04 (a) Shift Premium:

An employee shall receive a premium of one (\$1.00) dollar per hour for scheduled Saturday and/or Sunday work.

A premium shift is defined as any shift that commences or ends between the hours of 7:00 p.m. in one day and 7:00 a.m. the following day.

An employee shall receive a premium of fifty (50¢) cents per hour for all scheduled hours worked on a premium shift. No premium rates will be applied to overtime rates except for dirty pay. Premium rates will not be allowed to pyramid except dirty pay and Leadhand.

(b) Exemption from Shift Differential

Part-time hourly Recreation/Arena/Concession Staff as listed in Schedule "B", shall NOT be entitled to shift differential

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ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES - Continued

19.05 Job Change Pay Rates:

If an employee is transferred to a higher rated position during the course of the day, the employee shall receive the higher rate for the time worked at the higher rate.

raw sewage)

- 35¢/hour

- (c) When dirty work is intermittent, payment of the premium shall be at the discretion of the foreman on the job, who will also determine the number of hours for which the premium shall be paid.

19.08 First Aid Attendant Premium:

In addition to the rate of pay described in the Collective Agreement for the individual appointed, the following scale of premium pay for the First Aid Attendant shall apply:

Class "I" Certificate - 30¢ per hour.

Class "II" Certificate - 40¢ per hour.

Class "III" Certificate - 50¢ per hour.

In addition, another employee at the City Yards shall be designated to be the First Aid Attendant when the First Aid Attendant is absent either through illness or vacation, or other leave. During the period that the alternate is performing the First Aid Attendant duties, that person shall receive the aforementioned premium; and the appointed First Aid Attendant shall not receive the premium pay.

One (1) City of Vernon employee who is located at the City Yards will be appointed a First Aid Attendant and this employee, in addition to the employee's regular duties, will be responsible for the First Aid Attendant duties as required by the Municipality and/or the Workers' Compensation

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ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES Continued

19.08: First Aid Attendant Premium: Continued

Act. This employee shall maintain a First Aid Certificate while appointed in this capacity, and the maintenance or non-maintenance of this Certificate shall not be considered as a condition of the employee's primary employment.

ARTICLE 20 - SUPPLEMENTATION OF COMPENSATION AWARD

20.01 An employee prevented from performing regular work with the Corporation on account of an occupational accident that occurs in the course of work with the Corporation and that is recognized by the Worker's Compensation Board (WCB) as compensatable within the meaning of the Compensation Act shall elect, in writing, to be paid for such leave in accordance with the following:

- (a) Continue to be paid regular "take home" pay that the employee would have received had the employee not been absent. The difference between the regular gross salary and the WCB compensation will be deducted from the employee's sick leave entitlement.

Such supplementation shall be payable until the sooner of:

- I) The employee reaching pensionable age; or
- ii) The employee reaching the full age of sixty-five (65) years; or
- iii) The WCB certifying that the employee is able to return to work; or
- iv) The employee is granted a permanent pension by the WCB for either partial or total disability; or
- v) The expiration of the employee's sick leave entitlement.

- OR-

- (b) Receive the WCB cheque only.

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ARTICLE 21 - JOB CLASSIFICATION

21.01 New or Changed Classifications:

If a new position is created, or the duties of an existing position are materially changed, for which no classification exists, its salary and classification shall be established by mutual agreement and become part of Schedule "A" or "B".

21.02 Adoption of Job Specifications:

The class specifications for the Inside, Outside and Recreation Division shall be in accordance with the Position Class Specification Manual duly

executed between the Corporation of the City of Vernon and the Vernon Civic Employees Union, C.U.P.E. Local 626.

Either Management or the Union may submit a request for Position Class Specification or re-evaluation. Such request is to be subject to mutual agreement by both parties through the Labour/Management Committee.

21.03 New Classifications:

The Employer may institute new classifications in addition to those listed in Schedule "A" and "B". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing, and in addition, shall post the classification and rate in the manner required in Article 9.01. Within thirty (30) days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 11. Any change in the rate resulting from a discussion between the parties, or following reference to arbitration, shall be retroactive to the date when the new classification was instituted by the Employer.

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ARTICLE 21 - JOB CLASSIFICATION - Continued

21.04 Change Classification:

If the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Employer or the Union may request a Labour/Management meeting to review the classification and/or rate. If, within thirty (30) calendar days of such a request, which shall be in writing, and mutual agreement cannot be reached, the difference be referred to arbitration under the provisions of Article 11. Any change in rates resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date of the original written request.

21.05 Abandonment:

If the Union or the Employer does not request to meet to review the classification and rate within thirty (30) calendar days as provided for in Article 21.03 and 21.04, or if either party does not refer the difference, if any, to arbitration within thirty (30) calendar days, as provided for in Articles 21.03 and 21.04, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

21.06 Extension of Time Limits:

The time limits referred to in this Article may be extended by mutual agreement of the parties in writing.

ARTICLE 22 - WELFARE BENEFITS

22.01 Pension Plan:

Employees shall participate in the existing "Municipal Superannuation" Pension Plan in accordance with the terms of the Plan and in any future Plan that may be entered into by mutual agreement by the parties hereto.

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ARTICLE 22 - WELFARE BENEFITS - Continued

22.02 Medical Insurance:

The Employer shall contribute One Hundred (100%) Percent of the premiums of the recognized Medical Plan for all regular employees. In the case of absence for illness, the Corporation's contribution will be paid for a maximum of six (6) months from the commencement of illness and any extension thereafter shall be by mutual agreement of the parties hereto.

22.03 Group Life Insurance and Accidental Death and Dismemberment:

Group Life Insurance and Accidental Death and Dismemberment shall be provided for each eligible employee with the Corporation paying Fifty (50%) Percent of the regular monthly premium. The amount of Group Insurance shall be Forty Thousand (\$40,000.00) Dollars, plus Double Indemnity Accidental Death and Dismemberment.

22.04 Dental Plan:

The Corporation shall participate in a mutually agreed Dental Plan with the Corporation paying One Hundred (100%) Percent of the regular monthly premium.

- (i) Basic Dental Services (Plan A) - Plan pays Eighty (80%) Percent of approved schedule of fees.
- (ii) Prosthetics, Crowns and Bridges (Plan B) - Plan pays Fifty (50%) Percent of approved schedule of fees.

22.05 Extended Health Benefits Plan:

The Corporation shall participate in a mutually agreed Extended Health Benefits Plan at no cost to the Employee.

This Extended Health Benefit Plan shall include eyewear coverage to a maximum of One Hundred and Fifty (\$150.00) Dollars per Twenty-four (24) months per family member with a Twenty-five (\$25.00) Dollar deductible.

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ARTICLE 22 - WELFARE BENEFITS - Continued

22.06 Long Term Disability:

A mutually agreed long term disability plan shall be provided for each eligible employee and the plan shall be paid One Hundred (100%) Percent by the employee.

22.07 Sick Bank Policy:

Each permanent employee shall contribute a sufficient number of days from the employee's accumulated Sick Leave for the purpose of establishing a Sick Leave Bank and thereafter each permanent employee shall contribute annually a sufficient number of days to maintain such Sick Leave Bank provided that in no case shall an employee be required to contribute more than Five (5) days annual Sick Leave in any One (1) calendar year, nor shall the contribution collectively result in an accumulation of more than Five Hundred (500) days.

The Sick Leave Bank shall be controlled by an Executive Board consisting of Two (2) Union representatives and Two (2) City Management representatives. Union representation on the Board shall be the President and the 1st Vice-President.

To assist the Board in its deliberations, it is agreed that Sick Leave Records shall be made available upon request.

Conditions Pertaining to Entry Into and Use of the Sick Bank:

1. A permanent employee shall have an accumulation of Twenty (20) sick days accrued to qualify for entry into the Sick Bank, at which time a sufficient number of days shall be deducted and transferred to the Bank.

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ARTICLE 22 - WELFARE BENEFITS - Continued

22.07 Conditions Pertaining to Entry Into and Use of the Sick Bank: Continued

2. No allotment from the Sick Leave Bank shall be approved unless and until the employee concerned has exhausted the employee's entire annual and accrued Sick Leave.
3. (a) A permanent employee who has membership established in the Bank shall be subject to a mandatory waiting period of Five (5) days prior to the commencement of an allotment from the Sick Leave Bank.

(b) Generally, an employee's personal Sick Leave accrual may be used to absorb any part, or all, of the mandatory waiting period and thus avoid the Five (5) days loss of pay. The Board may consider waiving the waiting period, but only in extenuating circumstances.

4. Application for an allotment from the Sick Bank may be made by a permanent employee who has suffered a major illness or who has suffered a major injury shall be submitted to the Board and shall be subject to the approval of said Board.
5. The number of days of Sick Leave to be allotted from the Sick Leave Bank shall be determined by the Board, but in no case shall such allotment combined with Sick Leave accrual exceed One Hundred and Thirty (130) working days in respect of each major illness.
6. A doctor's certificate shall be required when making application to the Bank, said certificate to be at the applicant's expense. Should a second doctor's opinion be requested by the Board, application may be made to Local 626 to cover this additional cost to the applicant.

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ARTICLE 22 - WELFARE BENEFITS - Continued

22.07 Conditions Pertaining to Entry Into and Use of the Sick Bank - Continued

7. There shall be no fractional Sick Leave days donated to the Bank or withdrawn from the Bank, with the exception of Workers' Compensation make-up.
8. All Sick Leave allotments from the Sick Leave Bank shall terminate upon lay-off.

22.08 General Principles:

The following principles shall apply to the foregoing welfare benefits:

- (a) Participation in the aforementioned plans shall be mandatory upon completion of Three (3) months probation and being entered on the seniority list.
- (b) In the event of lay-off, benefits other than the Sick Leave Bank may be continued at the discretion of the employee for a period of Twelve (12) months upon making arrangements to pay the full premium for each specific benefit.

- (c) During approved leave of absence, coverage may continue for Group Life and Accidental Death and Dismemberment for up to One (1) year provided the full cost of premiums are paid to the Employer.
- (d) The following special conditions shall apply with respect to and during the agreed term that the "Sick Bank" policy is in effect:
 - (i) There shall be no holiday or Sick Leave accrual while absent on Sick Leave from the Bank.
 - (ii) While absent on Sick Leave from the Bank, statutory holidays shall be considered as a regular sick day and will be charged to the Bank.

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ARTICLE 22 - WELFARE BENEFITS - Continued

22.09 Part-time employees who work an average of Twenty (20) or more hours per week, averaged over a Three (3) month period of employment, shall have the option, at their own expense, to access the following plans:

- (i) Medical Insurance
- (ii) Group Life Insurance and Accidental Death and Dismemberment
- (iii) Dental Plan
- (iv) Extended Health Benefits Plan

Employees who choose to enter the plan(s), must remain in the plan(s) unless the plan(s) otherwise exclude the employee.

ARTICLE 23 - CONDITIONS AND BENEFITS

23.01 All rights, benefits and working conditions which employees now enjoy, receive or possess as employees of the Corporation shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Corporation and the Union.

23.02 Disposition of U.I.C. Rebate

The Employer shall register its Wage Loss Replacement Plan with the Unemployment Insurance Commission for premium reduction purposes. The Union shall be notified of the premium reduction which shall be disposed of in a manner mutually agreeable to the parties. If there is no agreement of the disposition of the premium rebate, the matter shall be submitted to arbitration in accordance with the terms of this agreement and the relevant regulations of the commission.

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ARTICLE 23 - CONDITIONS AND BENEFITS - Continued

23.03 Employee Benefit Plan Disclosure

Upon request, the Employer shall provide the Union with a copy of all employee benefit and health and welfare master plan text and amendments.

ARTICLE 24 - GENERAL

24.01 Wherever the singular or the masculine is used in this Agreement it shall be considered as if the plural or the feminine has been used where the context of the party or parties hereto so require.

24.02 Service Consideration:

Employees who have given long and faithful service in the employ of the Corporation, and who have become unable to handle their jobs, shall be given preference to such other work as is suitable and available. The matter may be brought to the Labour/Management Committee for consideration on an individual basis.

ARTICLE 25 - EMPLOYEES DEFINED

25.01 Regular Employees:

(a) A Regular Inside employee shall mean and include an employee who is available and works in a full-time position on an on-going basis and whose normal work day and work week shall be as outlined in Article 13.01(a).

(b) A Regular Outside Employee shall mean and include an employee who is available and works in a full time position on an on-going basis and whose normal work day and work week shall be as outlined in Article 13.01(b).

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ARTICLE 25 - EMPLOYEES DEFINED - Continued

25.02 Part-Time Employees:

A Part-Time Employee shall mean and include an employee who is engaged to work less than the normal basic work week.

25.03 Part-Time Pay-In-Lieu:

All Part Time employees shall receive Fourteen (14%) Percent of total bi-weekly earnings in lieu of vacation, statutory holidays and fringe benefits and such In Lieu sum shall be payable on a bi-weekly basis in addition to regular pay.

25.04 Grant Workers:

All "Grant Workers" will be considered employees of the Corporation. The rates of pay and allowances shall be negotiated between the Corporation and the Union.

ARTICLE 26 - LABOUR/MANAGEMENT COMMITTEE

26.01 Membership:

A Labour/Management Committee shall be appointed and consist of not more than four (4) members of the Corporation as appointees of the Corporation and not more than four (4) members of the Union as appointees of the Union.

The Union will advise the Corporation of the Union nominees to the Committee and it is mutually agreed that it is desirable that the Committee appointees be the same appointees as appointed under Article 6.01 - Bargaining Committee.

Each party shall have the right to have an additional member in attendance from time to time on specific subjects upon notification of the other party.

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ARTICLE 26 - LABOUR/MANAGEMENT COMMITTEE - Continued

- 26.02 Meetings of Committee:
In the event of either party wishing to call a meeting of the said Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting date shall be arranged not later than Ten (10) calendar days after the request has been given.

ARTICLE 27 - TECHNOLOGICAL CHANGE

- 27.01 During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Collective Agreement.

Where the Employer 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 Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 11 of this Collective Agreement, bypassing all other steps in the Grievance Procedure.

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

- (a) shall inform the Minister of Labour of its findings; and

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ARTICLE 27 - TECHNOLOGICAL CHANGE - Continued

- 27.02 (b) may then, or later, make any one or more of the following orders:
- Cont'd
- i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - ii) that the Employer will not proceed with the technological change for such period, not exceeding Ninety (90) days, as the Arbitration Board considers appropriate.
 - iii) that the Employer reinstate any employee displaced by reason of the technological change.
 - iv) that the Employer pay to that employee such compensation in respect to the employee's displacement as the Arbitration Board considers reasonable.
 - v) that the matter be referred to the Labour Relations Board (under Section 77 of the Labour Code of British Columbia).

27.03 The Employer 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 Collective Agreement applies; and

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

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ARTICLE 28 - TERMS OF AGREEMENT

28.01 This agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the 1st day of January, 1998, and thereafter up to and including the 31st day of December, 2001, and thereafter from year to year unless either party to this Agreement gives notice in accordance with the relevant provisions of the Statutes of British Columbia.

28.02 This Agreement specifically excludes the operation of Sub-Section 2 of Section 50 of the Labour Code of British Columbia Act.

28.03 1998, 1999, 2000 and 2001 rates of pay shall be in accordance with Schedules "A" and "B" as attached to and forming a part of this Agreement.

28.04 The rates of pay for each classification or paygrade included in this Agreement shall be considered to be the base rate for each classification or paygrade, unless otherwise negotiated by the Labour/Management Committee.

IN WITNESS WHEREOF both parties hereto have executed these presents this _____ day of _____, 1998.

SIGNED ON BEHALF OF THE CORPORATION: SIGNED ON BEHALF OF THE UNION:

Administrator: Blake M. Kimura

President:

Treasurer: Bernie H. Fehrmann

1st Vice President: Clint Kanester

SCHEDULE "A" - CLASSIFICATIONS AND MONTHLY RATES OF PAY

- (A) December 31, 1997
- (B) January 1, 1998
- (C) January 1, 1999
- (D) January 1, 2000
- (E) January 1, 2001

<u>PAY GRADE</u>	<u>CLASSIFICATION</u>		<u>MONTHLY RATE</u>		
			<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
			<u>12 MO.</u>	<u>12 MO.</u>	<u>12 MO.</u>
			\$	\$	\$
1	Cashier Clerk Clerk Typist Draftsman I	(A)	2,298	2,447	2,577
		(B)	2,321	2,471	2,603
		(C)	2,344	2,496	2,629
		(D)	2,368	2,521	2,655
		(E)	2,415	2,572	2,708
2	Receptionist/Typist/Cashier - Recreation Switchboard Operator/Receptionist	(A)	2,369	2,527	2,669
		(B)	2,393	2,552	2,696
		(C)	2,417	2,578	2,723
		(D)	2,441	2,604	2,750
		(E)	2,490	2,656	2,805
3-35	Accounting Clerk I CPIC Operator - RCMP Clerk/Receptionist/PIRS Operator - RCMP File Clerk/PIRS Operator - RCMP PIRS/CPIC - RCMP Secretary I Secretary I - Yards	(A)	2,465	2,632	2,759
		(B)	2,490	2,658	2,787
		(C)	2,515	2,685	2,814
		(D)	2,540	2,712	2,843
		(E)	2,590	2,766	2,899
3-40	(This reflects a 40 hour week.)	(A)	2,810	2,999	3,145
		(B)	2,838	3,029	3,176
		(C)	2,866	3,059	3,208
		(D)	2,895	3,090	3,240
		(E)	2,953	3,152	3,305

SCHEDULE "A" - CLASSIFICATIONS AND MONTHLY RATES OF PAY - CONTINUED

<u>PAY GRADE</u>	<u>CLASSIFICATION</u>		<u>MONTHLY RATE</u>		
			<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
			<u>12 MO.</u>	<u>12 MO.</u>	<u>12 MO.</u>
			\$	\$	\$
4	Cashier	(A)	2,569	2,717	2,894
	Central Filing Clerk	(B)	2,595	2,744	2,923
	Parking Meter Attendant	(C)	2,621	2,772	2,952
		(D)	2,647	2,799	2,982
		(E)	2,700	2,855	3,041
5	Junior Accounting Clerk	(A)	2,676	2,849	3,039
	Parking Patrolman/Traffic Officer	(B)	2,703	2,877	3,069
	Secretary II	(C)	2,730	2,906	3,100
	Secretary II - Yards	(D)	2,757	2,935	3,131
		(E)	2,812	2,994	3,194

SCHEDULE "A" - CLASSIFICATIONS AND MONTHLY RATES OF PAY - CONTINUED

<u>PAY</u> <u>GRADE</u>	<u>CLASSIFICATION</u>		<u>MONTHLY RATE</u>				
			<u>STEP 1</u> <u>3 MO.</u> \$	<u>STEP 2</u> <u>9 MO.</u> \$	<u>STEP 3</u> <u>12 MO.</u> \$	<u>STEP 4</u> <u>12 MO.</u> \$	<u>STEP 5</u> \$
6	Accounting Clerk II	(A)	2,753	2,865	2,982	3,080	3,183
	CAD Technician I	(B)	2,781	2,894	3,012	3,111	3,215
	Draftsman II	(C)	2,808	2,923	3,042	3,142	3,247
	Exhibit Custodian - RCMP	(D)	2,836	2,952	3,072	3,173	3,279
	Office Coordinator - Parks & Rec. Recording Secretary	(E)	2,893	3,011	3,134	3,237	3,345
7	Assistant Bylaw Enforcement Officer/Business License Inspector	(A)	2,891	3,010	3,136	3,236	3,350
	Utility Clerk	(B)	2,920	3,040	3,167	3,268	3,384
		(C)	2,949	3,071	3,199	3,301	3,417
		(D)	2,979	3,101	3,231	3,334	3,452
		(E)	3,038	3,163	3,296	3,401	3,521
8	Accounts Clrk - RCMP	(A)	3,033	3,162	3,294	3,406	3,522
	CAD Technician II	(B)	3,063	3,194	3,327	3,440	3,557
	Counter Clerk	(C)	3,094	3,226	3,360	3,474	3,593
	Court Liaison	(D)	3,125	3,258	3,394	3,509	3,629
	Municipal Technician I	(E)	3,187	3,323	3,462	3,579	3,701
9	Assistant Subdivision Control Technician	(A)	3,153	3,284	3,425	3,537	3,658
	Clerk III/Storekeeper	(B)	3,185	3,317	3,459	3,572	3,695
	Draftsman III	(C)	3,216	3,350	3,494	3,608	3,732
	Inventory Control Clerk	(D)	3,249	3,384	3,529	3,644	3,769
	Plan Checking Assistant Record Clerk	(E)	3,314	3,451	3,599	3,717	3,844
10	Accounting Clerk/Accounts Payable	(A)	3,266	3,405	3,549	3,670	3,799
	CAD Technician III	(B)	3,299	3,439	3,584	3,707	3,837
	Payroll Clerk	(C)	3,332	3,473	3,620	3,744	3,875
	Planning Assistant	(D)	3,365	3,508	3,657	3,781	3,914
		(E)	3,432	3,578	3,730	3,857	3,992

SCHEDULE "A" - CLASSIFICATIONS AND MONTHLY RATES OF PAY - CONTINUED

<u>PAY GRADE</u>	<u>CLASSIFICATION</u>		<u>MONTHLY RATE</u>				
			<u>STEP 1</u> <u>3 MO.</u> \$	<u>STEP 2</u> <u>9 MO.</u> \$	<u>STEP 3</u> <u>12 MO.</u> \$	<u>STEP 4</u> <u>12 MO.</u> \$	<u>STEP 5</u> \$
11	Municipal Design Technician Municipal Technician II Recreation Supervisor Recreation Supervisor/Aquatics	(A)	3,309	3,435	3,580	3,711	3,859
		(B)	3,342	3,469	3,616	3,748	3,898
		(C)	3,376	3,504	3,652	3,786	3,937
		(D)	3,409	3,539	3,688	3,823	3,976
		(E)	3,477	3,610	3,762	3,900	4,055
12	Accounting Clerk/Accounts Receivable Clerk III Draftsman IV	(A)	3,377	3,524	3,678	3,807	3,935
		(B)	3,411	3,559	3,715	3,845	3,974
		(C)	3,445	3,595	3,752	3,884	4,014
		(D)	3,479	3,631	3,789	3,922	4,054
		(E)	3,549	3,703	3,865	4,001	4,135
13	Subdivision Control Technician	(A)	3,435	3,580	3,711	3,859	4,018
		(B)	3,469	3,616	3,748	3,898	4,058
		(C)	3,504	3,652	3,786	3,937	4,099
		(D)	3,539	3,688	3,823	3,976	4,140
		(E)	3,610	3,762	3,900	4,055	4,223
14	Municipal Technician III Works Officer Supervisor	(A)	3,580	3,711	3,859	4,018	4,174
		(B)	3,616	3,748	3,898	4,058	4,216
		(C)	3,652	3,786	3,937	4,099	4,258
		(D)	3,688	3,823	3,976	4,140	4,300
		(E)	3,762	3,900	4,055	4,223	4,386
15	Engineering Technician (Design)	(A)	3,606	3,761	3,927	4,065	4,206
		(B)	3,642	3,799	3,966	4,106	4,248
		(C)	3,678	3,837	4,006	4,147	4,291
		(D)	3,715	3,875	4,046	4,188	4,333
		(E)	3,790	3,952	4,127	4,272	4,420

SCHEDULE "A" - CLASSIFICATIONS AND MONTHLY RATES OF PAY - CONTINUED

<u>PAY GRADE</u>	<u>CLASSIFICATION</u>		<u>MONTHLY RATE</u>				
			<u>STEP 1</u> <u>3 MO.</u> \$	<u>STEP 2</u> <u>9 MO.</u> \$	<u>STEP 3</u> <u>12 MO.</u> \$	<u>STEP 4</u> <u>12 MO.</u> \$	<u>STEP 5</u> \$
16	Building Inspector Effective January 1, 1982, Building and/or Plumbing Inspectors required to have a trades certificate as set out in their job descriptions shall receive a \$84.00 bi-weekly (\$183.00/month) in addition to their normal monthly salary.	(A)	3,711	3,859	4,018	4,174	4,347
		(B)	3,748	3,898	4,058	4,216	4,390
		(C)	3,786	3,937	4,099	4,258	4,434
		(D)	3,823	3,976	4,140	4,300	4,479
		(E)	3,900	4,055	4,223	4,386	4,568
17	Municipal Accountant	(A)	3,859	4,018	4,174	4,347	4,533
		(B)	3,898	4,058	4,216	4,390	4,578
		(C)	3,937	4,099	4,258	4,434	4,624
		(D)	3,976	4,140	4,300	4,479	4,670
		(E)	4,055	4,223	4,386	4,568	4,764
18		(A)	4,018	4,174	4,347	4,533	4,726
		(B)	4,058	4,216	4,390	4,578	4,773
		(C)	4,099	4,258	4,434	4,624	4,821
		(D)	4,140	4,300	4,479	4,670	4,869
		(E)	4,223	4,386	4,568	4,764	4,967
19		(A)	4,174	4,347	4,533	4,726	4,899
		(B)	4,216	4,390	4,578	4,773	4,948
		(C)	4,258	4,434	4,624	4,821	4,997
		(D)	4,300	4,479	4,670	4,869	5,047
		(E)	4,386	4,568	4,764	4,967	5,148
20		(A)	4,347	4,533	4,726	4,899	5,121
		(B)	4,390	4,578	4,773	4,948	5,172
		(C)	4,434	4,624	4,821	4,997	5,224
		(D)	4,479	4,670	4,869	5,047	5,276
		(E)	4,568	4,764	4,967	5,148	5,382

THE CORPORATION OF THE CITY OF VERNON

ADDENDUM TO SCHEDULE "A"

"ON CALL" COMPENSATION

Employees occasionally required to be on weekend on call, shall be compensated on the basis of one day off for each day "on call", and shall be taken on the basis of Fifty (50%) Percent as days off and Fifty (50%) Percent to be accumulated toward retirement and be paid out at that time.

The Corporation may grant use of the "accumulated toward retirement" portion of on call time to an employee requesting such use in writing, showing good and sufficient cause. Such request to be submitted to the Department Head and approved by the Corporation.

SCEDULE "B" - CLASSIFICATIONS AND HOURLY RATES OF PAY

<u>PAY GRADE</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>				
		<u>DEC. 31</u>	<u>JAN. 1</u>	<u>JAN. 1</u>	<u>JAN. 1</u>	<u>JAN. 1</u>
		<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>
		\$	\$	\$	\$	\$
1	Labourer I Lifeguard Recreation Leader I	18.15	18.33	18.51	18.70	19.07
2	Engineering Assistant Instructor/Lifeguard I Labourer II	18.70	18.89	19.08	19.27	19.65
3	Engineering Assistant II Equipment Operator I Garage Serviceman & Shop Attendant Janitor - Recreation Centre Pipelayer Shop Attendant	18.97	19.16	19.35	19.54	19.94
4	Arena Attendant/Truck Driver Cemetery Caretaker I Equipment Operator II Janitor Leader Operator-in-Training - W.R.P. Pipefitter/Layer I Recreation Leader II Recreation Programmer Trades Helper - Parks & City Hall	19.37	19.56	19.76	19.96	20.36
5	Aquatic Facilities Attendant II Arena Facilities Attendant II Equipment Operator III Pipefitter Layer II Sign Maintenance Trafficman	19.81	20.01	20.21	20.41	20.82
6	Equipment Operator IV Instructor/Lifeguard II Operator I - W.R.P. Pipefitter/Layer III Sanitation Serviceman Sludge Truck Operator	20.23	20.43	20.64	20.84	21.26

SCHEDULE "B" - CLASSIFICATIONS AND HOURLY RATES OF PAY - CONTINUED

<u>PAY GRADE</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>				
		<u>DEC. 31</u>	<u>JAN. 1</u>	<u>JAN. 1</u>	<u>JAN. 1</u>	<u>JAN. 1</u>
		<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>
		\$	\$	\$	\$	\$
7	Irrigation Operator/Truck Driver Water Distribution Serviceman	20.70	20.91	21.12	21.33	21.75
8	Auto Technician/Garage Serviceman (with Trades Pay) Equipment Operator V Form Setter/Concrete Finisher Irrigation Operator Lift Station Pump Operator Operator II - W.R.P. Street/Traffic Light Attendant (with Trades Pay) Trades - Carpenter Trades - Electro/Mechanical Trades - Gardener Trades - Instrument Technician Trades - Mechanic Trades - Mechanic/Welder Trades - Painter Trades - Painter/Sign Underground Irrigation Operator Waterworks Serviceman	21.49	21.70	21.92	22.14	22.58
9	Sub Foreman II - Parks and Recreation - Solid Waste Collection - Utility Equipment Operator	21.66	21.88	22.10	22.32	22.76
10	Sub Foreman III - Chief Operator - W.R.P. - Engineering Assistant IV (Survey) - Public Works - Technican/Water Reclamation - Utilities	22.53	22.76	22.98	23.21	23.68

SCHEDULE "B" - CLASSIFICATIONS AND HOURLY RATES OF PAY - CONTINUED

<u>PAY GRADE</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>				
		<u>DEC. 31 1997 \$</u>	<u>JAN. 1 1998 \$</u>	<u>JAN. 1 1999 \$</u>	<u>JAN. 1 2000 \$</u>	<u>JAN. 1 2001 \$</u>
10	RECREATION/ARENA/CONCESSION STAFF: <u>Part-time Hourly:</u>					
	a. Ticket Seller/Gym Supervisor	8.85	8.94	9.03	9.12	9.30
	b. Concession Attendant or Doorman Gym Supervisor Ice Monitor Set-up Staff Skating Cashier	11.67	11.79	11.90	12.02	12.26
	c. Recreation Assistant	14.96	15.11	15.26	15.41	15.72
	d. Concession Supervisor	18.39	18.57	18.76	18.95	19.33

SCHEDULE "B" - CLASSIFICATIONS AND HOURLY RATES OF PAY - CONTINUED

SALARIED SUPERVISORY STAFF

- (A) December 31, 1997
- (B) January 1, 1998
- (C) June 1, 1999
- (D) January 1, 2000
- (E) January 1, 2001

<u>PAY GRADE</u>	<u>CLASSIFICATION</u>		<u>HOURLY RATE</u>				
			<u>STEP 1</u> \$	<u>STEP 2</u> \$	<u>STEP 3</u> \$	<u>STEP 4</u> \$	<u>STEP 5</u> \$
1	Supervisor of Arenas Supervisor of Recreation	(A)	19.23	19.98	20.82	21.59	22.45
		(B)	19.42	20.18	21.03	21.81	22.67
		(C)	19.62	20.38	21.24	22.02	22.90
		(D)	19.81	20.59	21.45	22.24	23.13
		(E)	20.21	21.00	21.88	22.69	23.59
2	Utility Foreman	(A)	19.98	20.82	21.59	22.45	23.37
		(B)	20.18	21.03	21.81	22.67	23.60
		(C)	20.38	21.24	22.02	22.90	23.84
		(D)	20.59	21.45	22.24	23.13	24.08
		(E)	21.00	21.88	22.69	23.59	24.56
3	Senior Mechanic Spray Irrigation Technician	(A)	20.82	21.59	22.45	23.47	24.25
		(B)	21.03	21.81	22.67	23.60	24.49
		(C)	21.24	22.02	22.90	23.84	24.74
		(D)	21.45	22.24	23.13	24.08	24.98
		(E)	21.88	22.69	23.59	24.56	25.48

SCHEDULE "B" - CLASSIFICATIONS AND HOURLY RATES OF PAY - CONTINUED

SALARIED SUPERVISORY STAFF

- (A) December 31, 1997
- (B) January 1, 1998
- (C) June 1, 1999
- (D) January 1, 2000
- (E) January 1, 2001

<u>PAY GRADE</u>	<u>CLASSIFICATION</u>		<u>HOURLY RATE</u>				
			<u>STEP 1</u> \$	<u>STEP 2</u> \$	<u>STEP 3</u> \$	<u>STEP 4</u> \$	<u>STEP 5</u> \$
4	Solid Waste Collection Foreman	(A)	21.59	22.45	23.37	24.25	25.25
		(B)	21.81	22.67	23.60	24.49	25.50
		(C)	22.02	22.90	23.84	24.74	25.76
		(D)	22.24	23.13	24.08	24.98	26.02
		(E)	22.69	23.59	24.56	25.48	26.54
5	Assistant Foreman: - Public Works - Sanitation - Waterworks Parks Foreman	(A)	22.45	23.37	24.25	25.25	26.32
		(B)	22.67	23.60	24.49	25.50	26.58
		(C)	22.90	23.84	24.74	25.76	26.85
		(D)	23.13	24.08	24.98	26.02	27.12
		(E)	23.59	24.56	25.48	26.54	27.66
6	Shop Supervisor	(A)	23.47	24.45	25.37	26.42	27.53
		(B)	23.70	24.69	25.62	26.68	27.81
		(C)	23.94	24.94	25.88	26.95	28.08
		(D)	24.18	25.19	26.14	27.22	28.36
		(E)	24.66	25.69	26.66	27.76	28.93

ADDENDUM TO SCHEDULE "B" - TEMPORARY RELIEF FOR SUPERVISORS

The following rates of pay will apply for temporary relief of supervisors (not to exceed Thirty (30) consecutive working days) as per Article 19.03 (b).

<u>PAY GRADE</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>				
		<u>DEC. 31 1997</u> \$	<u>JAN. 1 1998</u> \$	<u>JAN. 1 1999</u> \$	<u>JAN. 1 2000</u> \$	<u>JAN. 1 2001</u> \$
1	Acting General Foreman - Rate for Current Incumbent; General Foreman Exempt)					
2	Acting Assistant Foreman - Rate is as for Sub-Foreman III + .50¢	23.03	23.26	23.48	23.71	24.18
3	Acting Assistant Foreman - Sanitation Rate is as for Sub-Foreman III + .50¢	23.03	23.26	23.48	23.71	24.18
4	Acting Assistant Foreman - Public Works Rate is as for Sub-Foreman III + .50¢	23.03	23.26	23.48	23.71	24.18
5	Acting Parks Foreman Rate is as for Sub-Foreman II + .50¢	22.16	22.38	22.60	22.82	23.26
6	Acting Solid Waste Collection Foreman Rate is as for Sub-Foreman II + .50¢	22.16	22.38	22.60	22.82	23.26
7	Acting Environment Centre Superintendent	23.03	23.26	23.48	23.71	24.18
8	Engineering Assistant IV Rate Should Apply to Engineering Assistant Filling Position in an Acting Capacity	22.53	22.76	22.98	23.21	23.68
9	Replacement Rate for Mechanic Foreman					

ADDENDUM TO PAY SCHEDULES

TRADES PAY ADJUSTMENTS

In addition to the hourly rate increase shown for Outside Employees effective January 01, 1981, Certified Tradesmen who are qualified with a certificate of proficiency issued pursuant to the Apprenticeship and Tradesmen's Qualification Act and who are posted to a trades position will receive \$1.20 per hour. Eligible tradesmen are: Carpenter, Electro/Mechanical Trades, Gardener, Instrumentation Technician, Mechanic, Mechanic Welder, Senior Mechanic, Painter and Painter/Sign.

All Tradesmen hired after January 01, 1981 must obtain a Certified Tradesmen Certificate issued pursuant to the Apprenticeship and Tradesmen's Qualification Act before they are entitled to the \$1.20 Trades Premium Pay.

In addition to the above, those employees who have carried out their duties as tradesmen in the above-named trades, but who are not certified pursuant to the Apprenticeship and Tradesmen's Qualification Act shall be eligible to receive the \$1.20 per hour.

Effective January 1, 1981, Trades pay premium rate of \$1.20 per hour shall be paid to the following classifications:

Electro/Mechanical	C. Reeds R. Linton (Ticketed)
Gardener	T. Taylor
Instrumentation Technician	K. Cebuliak (Ticketed)
Painter	C. Wallace

Effective January 1, 1992, the premium rate will be adjusted to reflect the percentage pay rate changes negotiated between the parties as applied to Schedule "B" rates.

NOTE:

- (1) Subject to job re-evaluations currently in progress, additional tradesmen may also qualify.
- (2) It is understood that the Painter and Painter/Sign are required by the job description to perform duties not recognized as Trades. Employees will NOT be eligible for the \$1.20 Trades Premium Pay while performing such unrecognized work.

SCHEDULE A - CLASSIFICATION EQUIVALENTS

<u>Pay Grade</u>	<u>New Classification Title</u>	<u>Previous Classification Title</u>
1	Clerk Typist	- Clerk Typist I - Clerk Stenographer I - Clerk Typist II - Clerk Stenographer II
2	Switchboard Operator/Receptionist	- Clerk Receptionist/Typist
2	Receptionist/Typist/Cashier/Recreation	- Cashier/Clerk/Typist
16	Building Inspector	- Asst. Building Inspector

SCHEDULE B - EQUIPMENT OPERATORS CLASSIFICATIONS

Equipment Operator I	- Equipment Operator I(a) - Truck Driver I
Equipment Operator II	- Truck Driver II - Truck Driver II (Patching)
Equipment Operator III	- Truck Driver II (Sanitation) - Truck Driver III - Equipment Operator III (HIAB)
Equipment Operator IV	- Truck Driver II (Swamper/Sanitation) - Truck Driver II(b) - Equipment Operator IV (Street Cleaner) - Equipment Operator IV(a) - Equipment Operator IV(b) (Loaders only)
Equipment Operator V	- Equipment Operator IV(b) Grader and Insley.

LETTER OF UNDERSTANDING

BETWEEN: THE CORPORATION OF THE CITY OF VERNON

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 626

The parties hereto agree as follows:

BETTER JOB WITH EQUAL PAY IN THE SAME CLASSIFICATION

Prior to the advertising or posting of any job in any classification with more than one employee, the Employer and the Union agree to the following:

- (i) Such position(s) shall be offered to employee(s) presently in such classification;
- (ii) Position(s) shall be offered commencing with the employee with the most seniority.
- (iii) Once the re-arrangement of manpower has been completed within the classification, the Employer will post the vacant position and the successful applicant will be placed on the remaining job after those presently within the classification have had right of refusal to such position, regardless of their seniority.

Either party may terminate this Letter of Understanding by giving Sixty (60) days written notice of termination to the other party.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives have affixed their signatures hereto on this _____ day of _____ 1981.

SIGNED ON BEHALF OF THE EMPLOYER: SIGNED ON BEHALF OF THE UNION:

BETWEEN: THE CORPORATION OF THE CITY OF VERNON

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 626

RE: EXCEPTION OF SPECIFIED EMPLOYEES

As a result of negotiations for the renewal of the 1981/1982 Collective Agreement, the parties have agreed to terminate the Supervisory Division Agreement and embody the Bargaining Unit into one Master Collective Agreement.

It is agreed that those specified persons employed by the Corporation and entitled to the benefits of Group Insurance and Sick Leave (Retirement Fund) under the Supervisory Division on this date shall continue to receive that entitlement, or negotiated entitlement, while governed by this Agreement.

List of Employees:

H.J. Hickford
M. Krause
D.M. Mori
J. Myndzak
P.E. Quesnel

Group Life Insurance and Accidental Death and Dismemberment

Group Life Insurance and Accidental Death and Dismemberment shall be provided for each specified employee, with the Corporation paying One hundred (100%) Percent of the regular monthly premium.

The amount of the Group Insurance shall be Forty Thousand (\$40,000.00) Dollars, plus Double Indemnity Accidental Death and Dismemberment.

Sick Leave (Retirement Severance Fund)

After the Three (3) month probationary period is completed, sick leave shall be granted to employees under this Agreement on the basis of One and One-half (1 1/2) days for every month of service with the Corporation.

In any one year where an employee has not had sick leave or only a portion thereof, such employee shall be entitled to an accrual of all the unused portion of sick leave for future benefits, to a maximum of One Hundred and Fifty (150) working days; with any unused

LETTER OF UNDERSTANDING - continued

Re: Exception of Specified Employees

balance to be fully paid to the employee on RETIREMENT from the Corporation. An employee leaving the Corporation for other than retirement (as defined in ARTICLE 9.05) shall be paid as per ARTICLE 17.07.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this _____ day of _____, 1981.

SIGNED ON BEHALF OF THE EMPLOYER: SIGNED ON BEHALF OF THE UNION:

BETWEEN: THE CORPORATION OF THE CITY OF VERNON

AND: THE VERNON CIVIC EMPLOYEES' UNION, C.U.P.E. LOCAL 626

RE: CASUAL EMPLOYEES

The parties hereto agree to define "CASUAL EMPLOYEES" as follows:

- (a) Casual Employees shall only apply to those positions outlined in Schedule "B" (Outside) of the Collective Agreement.
- (b) Casual Employees shall only be hired for specified work of short duration.
- (c) Casual Employees may only be hired to fill in for holiday relief, sick relief, Workers' Compensation relief, or for seasonal or temporary work.
- (d) A Casual Employee cannot be hired if a Regular Employee is on layoff.
- (e) The normal duration of work for a Casual Employee would be Five (5) working days or less, but can be extended to longer specific blocks of work. Any Casual Employee working 65 days in any 12-month period shall be deemed to be a Regular Full Time Employee and entered on the seniority list as per the Collective Agreement. Given extenuating circumstances, the 65 days may be extended by mutual agreement of both parties.
- (f) A Casual Employee could be sent home from work due to temporary suspension of work due to inclement weather or emergency conditions beyond the control of the Employer. A Casual Employee starting work in any day and being sent home before the completion of Four (4) hours, shall be paid for Four (4) hours. In the event that a Casual Employee reports for work, and is notified that the employee is being sent home prior to the commencement of the employee's regular starting time, shall be paid for Two (2) hours.
- (g) Casual Employees shall be paid Fourteen (14%) Per cent in lieu of vacation and all other benefits except those which may be required by law.

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LETTER OF UNDERSTANDING RE: CASUAL EMPLOYEES - Continued

- (h) Layoff notice shall be Twenty-four (24) hours for Casual Employees.
- (i) A casual Employee does not acquire seniority, but does have the right to apply for any posted position that may arise.

- (j) The same Casual Employee may be hired on more than one occasion provided that the person hired is not being coerced or prevented from becoming a Regular Full Time Employee.
- (k) Casual Employees shall not be used to prevent the use of or take the place of Regular Full Time Employees.
- (l) Higher paying positions shall be filled by Regular Full Time Employees, and Casual Employees shall be brought in to fill the lower paying positions. Where extenuating circumstances arise this clause (l) may be exempted by mutual agreement of the parties.
- (m) In order to provide the flexibility necessary for the efficient operation of the City, the Union will agree to Twenty-four (24) hours lay-off notice to regular employees who have less than three (3) years seniority and are on lay-off who are recalled to perform blocks of work of Five (5) days or less, and Five (5) days lay-off notice for blocks of work exceeding Five (5) days as outlined in Section 8.02(a)(ii) of the Collective Agreement. When extenuating circumstances arise, the Five (5) days notice may be exempted by mutual agreement of both parties.
- (n) As per Section 9.05 of the Collective Agreement, the Union will be notified of such appointments and the term of employment.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 17th day of September, 1987.

SIGNED ON BEHALF OF THE EMPLOYER: SIGNED ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING

BETWEEN: THE CORPORATION OF THE CITY OF VERNON

AND: THE VERNON CIVIC EMPLOYEES' UNION, C.U.P.E. LOCAL 626

RE: TEMPORARY RELIEF STAFF FOR MONTHLY SALARIED POSITIONS

The parties hereto agree as follows:

1. The definition contained in the Letter of Understanding for "CASUAL EMPLOYEES" shall only apply to the positions outlined in Schedule "B".
2. In order to accommodate annual vacations, maternity leave, extended absences due to approved sick leave, and any mutually agreed block of work not to exceed Thirty (30) days, a new employee definition of TEMPORARY RELIEF STAFF FOR MONTHLY SALARIED POSITIONS is hereby agreed to with the following terms to apply:
 - (a) This definition shall only apply to those positions listed in Schedule "A" of the Collective Agreement
 - (b) Minimum notice of layoff will be Five (5) working days, and shall be in writing.
 - (c) Any Relief Employee accumulating Sixty-five (65) working days service within any Two (2) year period, will be considered as a Regular employee with all rights and benefits as outlined in Section 7.02 of the Collective Agreement.
 - (d) No Temporary Relief Employee may be hired if a Regular Employee in a classification outlined in Schedule "A" is on layoff, subject to that employee's ability to perform the work. Ability to be determined by mutual agreement of the parties. However, in such cases if the work available is less than Thirty (30) days the normal thirty (30) day layoff notice would not apply; (b) above would apply.
 - (e) Temporary Relief Employees shall receive wages based on the First Step of the applicable classification for which they are relieving, plus Fourteen (14%) Percent in lieu of vacation and all other benefits except those which may be required by law.

TEMPORARY RELIEF STAFF FOR MONTHLY SALARIED POSITIONS - Continued

- (f) Higher paying positions shall be filled by Regular Full Time Employees and Temporary Relief Employees will be brought in to fill the lower paying positions. Where extenuating circumstances arise, this clause (f) may be exempted by mutual agreement by the parties.
- (g) Temporary Relief Employees shall not be used to prevent the use of, or take the place of, Regular Full Time Employees.
- (h) As per Section 9.05 of the Collective Agreement, the Union will be notified of such appointments and the term of employment.

3. Either party may terminate this Letter of Understanding by giving Sixty (60) days written notice of termination to the other party.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 17th day of September, 1987.

SIGNED ON BEHALF OF THE EMPLOYER: SIGNED ON BEHALF OF THE UNION:

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LETTER OF UNDERSTANDING

BETWEEN: THE CORPORATION OF THE CITY OF VERNON

AND: THE VERNON CIVIC EMPLOYEES' UNION, C.U.P.E. LOCAL 626

SUBJECT: EMPLOYER'S OBLIGATION TO EMPLOYEES

In recognition of the Employer's right to contract out work to bona fide contractors, and in recognition of the Employer's obligation to the employees, and to promote the morale, well-being and security of all members of the Bargaining Unit, the parties hereto agree as follows:

1. The Employer agrees not to contract out any Bargaining Unit work that will affect the job security of any member of the Bargaining Unit, unless such work is a genuine and legitimate need, undertaken in good faith by bona fide contractors, based on sound business reasons, subject to all the provisions below.
2. The Employer will advise the Union in advance of any proposal to contract out work which will affect the job security of Bargaining Unit employees, and will provide the Union with a breakdown of existing and/or proposed costs for the service or work referred to.

The Employer will invite Union input and review of the information with a view to providing at least the same level of service at a cost and/or efficiency saving to the taxpayer.

If it is mutually agreed that the work can be performed as efficiently in-house as by contract, the work will continue to be performed by Bargaining Unit employees.

In the event such work can be performed on a cost and/or efficiency savings to the taxpayer by a bona fide contractor, the parties agree that such work may be contracted out.

The Employer will ensure that the level of service to be provided will be the same as that discussed with the Union. Further, such level of service will form part of the condition of awarding such contract.

3. Employees displaced as a direct result of their jobs being contracted out shall have the option of re-training and will not be denied any rights under the Collective Agreement, and the following conditions will apply:

EMPLOYER'S OBLIGATION TO EMPLOYEES - Continued

- (a) Such training will be mutually agreed to, and such agreement will not be unreasonably withheld.
- (b) If training is made available, the procedure under Article 9.02 shall apply;
- (c) The training will have to be successfully completed within Three (3) months. The training time can be extended up to a further three months by mutual agreement.
- (d) Once the employee has been retrained and has successfully passed the employee's probationary period in the employee's new position, the employee will not have any recall rights if the employee's former position is to be filled after One (1) year has elapsed.

4. If any employee chooses not to seek retraining, or if retraining cannot be mutually agreed to, the employee will receive, in addition to any other severance pay provision in this Contract, one (1) week's pay for each complete year of seniority to a maximum of Ten (10) weeks pay. Upon the exercising of this option, the employee loses all of the employee's seniority rights.
5. The Union will be given the opportunity to address the Corporation on the feasibility of bringing work presently contracted out, back in-house on a cost, quality, and efficiency basis only.

SIGNED ON BEHALF OF THE EMPLOYER: SIGNED ON BEHALF OF THE UNION:

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LETTER OF UNDERSTANDING

BETWEEN: THE CORPORATION OF THE CITY OF VERNON

AND: THE VERNON CIVIC EMPLOYEES UNION C.U.P.E. LOCAL 626

RE: JOB TRAINING PROGRAM

In order to ensure sufficient back-up to existing operators of the major pieces of equipment, pipefitters and other positions to be named later at Labour Management, the City wishes to enter into a training program. Therefore, the parties hereto agree to the following:

- a)
 - i) The positions to be trained shall be posted as per the posting procedure.
 - ii) An employee may post for any or all positions but the employee with the most seniority shall be given the first opportunity for training. Should an employee not apply for or decline the opportunity for training, the employee shall not be eligible for the back-up position.

iii) However, should the back-up position again be posted, the employee shall have the right to apply as per above.

- b) Training will be given after hours, with the trainer being paid overtime, but the trainee shall not be paid. Where the training is during both employees' regular working hours or on City work projects, both the trainer and the trainee shall be paid at their regular rate of pay.
- c) A certified back-up will be called upon to operate a particular piece of equipment if the primary operator is absent, and paid as per Article 19.03(a). Where there is more than one employee certified to operate a particular piece of equipment, those certified operators will form a pool of operators who may be called on to operate that particular piece of equipment.
- d) Where the temporary absence is known to exceed One (1) month, the filling of the position will be brought to the Labour Management Committee for resolution as to whether temporary posting is required. The designated back-up shall fill the position until such time as posting procedures are implemented.
- e) For all permanent and temporary postings, the Article 9.03 method of making appointments shall prevail.

JOB TRAINING PROGRAM - Continued

- f) An evaluation team consisting of the Area Supervisor, the Senior Mechanic and the trainer shall be established to evaluate the trainee as to the successful completion of the training program. Upon successful completion of the training program, the employee shall be certified as the back-up to the position.
- g) The training program is to commence no later than August 31st, 1989, unless mutually agreed otherwise by both parties.
- h) A mutually agreed procedure for implementing the program shall be adopted by the Labour Management Committee.
- i) The trainer will be present with the trainee on the job site at all times until the trainee is certified.

j) Either party may terminate this Letter of Understanding by giving Sixty (60) days written notice of termination to the other party.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 27th day of July, 1989.

SIGNED ON BEHALF OF THE EMPLOYER: SIGNED ON BEHALF OF THE UNION:

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LETTER OF UNDERSTANDING

BETWEEN: THE CORPORATION OF THE CITY OF VERNON

AND: THE VERNON CIVIC EMPLOYEES UNION C.U.P.E. LOCAL 626

RE: LEAVE OF ABSENCE DURING LAYOFF PERIOD

As a result of the 1989 to 1991 Contract negotiations, the parties agree that employees with Three (3) years or less seniority that could be subject to Twenty-four (24) hours layoff notice may use the conditions set out in this Letter to exempt themselves from short term rehiring if they have secured other short term employment.

1. If an employee secures other short term employment the employee may request a defined term, unpaid, Leave of Absence not to exceed Three (3) months.

2. If a Leave of Absence is granted, the employee's seniority shall not accrue for the term of the Leave of Absence, but previous accrued seniority shall remain intact.
3. Any employee who is granted a Leave of Absence will automatically be bypassed for short term employment opportunities during the agreed to term of the Leave of Absence. Short term employment shall be defined as Five (5) days or as mutually agreed.
4. Any employee who elects to be bypassed by requesting a Leave of Absence will have the employee's seniority date adjusted accordingly at the end of the Leave of Absence.
5. If the employee finds that the alternate short term employment will terminate sooner than the requested Leave of Absence, the employee may then be considered for employment during the remainder of the employee's Leave of Absence. Until the expiration of the granted Leave of Absence period, the employee will be considered a new employee with no accrued seniority.
6. Any employee who is on a Leave of Absence is still eligible for any and all job posting opportunities that may arise, but the responsibility for notification and application rests with the employee.

LEAVE OF ABSENCE DURING LAYOFF PERIOD - Continued

7. This Letter may be cancelled by either party by giving Sixty (60) days notice to the other party.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto this ___day of _____, 1990.

SIGNED ON BEHALF OF THE EMPLOYER: SIGNED ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING

BETWEEN: THE CORPORATION OF THE CITY OF VERNON

AND: C.U.P.E., LOCAL 626

RE: GENERAL HOLIDAYS - EASTER MONDAY

In order to better carry out the services of the Parks and Recreation Department, the parties agree to the following:

All Parks and Recreation facilities will be closed on Easter Sunday and for those employees affected, Sunday shall be considered as the General Holiday.

Either party may terminate this Letter of Understanding by giving sixty (60) days written notice of termination to the other party.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this

day of , 1992.

SIGNED ON BEHALF OF THE EMPLOYER: SIGNED ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING

BETWEEN: THE CORPORATION OF THE CITY OF VERNON

AND: C.U.P.E., LOCAL 626

RE: CROSS BUMPING PURSUANT TO THE LETTER OF UNDERSTANDING:
EMPLOYER'S OBLIGATION TO EMPLOYEES.

Since the City has contracted out the garbage collection service, and Section 3 of the Letter of Understanding "Employer's Obligation To Employees" is in effect, then the parties hereby agree as follows:

1. The directly affected employee will be provided the retraining for either a Schedule "A" or "B" position, at the choice of the employee.
2. The training provided in 1. above will only be provided for the first position that the directly affected employee chooses, and only one additional position if the employee is unsuccessful in completing the employee's probationary period for that first position.
3. This agreement is only for purposes of clarifying Section 3 of the Letter of Understanding "Employer's Obligation To Employees".

Both parties hereby re-affirm that the Letter of Understanding "Employer's Obligation To Employees" is in full force and unchanged in every respect.

SIGNED ON BEHALF OF THE EMPLOYER: SIGNED ON BEHALF OF THE UNION:

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LETTER OF UNDERSTANDING

BETWEEN: THE CORPORATION OF THE CITY OF VERNON

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 626

The parties hereto agree as follows:

CITY OWNED SIDEWALK SNOW REMOVAL:

Employees recalled from layoff to perform manual snow removal during the winter months may be given twenty-four (24) hour layoff notice when recalled to perform blocks of work of Five (5) days or less. As per Article 8.03 employees will be recalled in order of seniority, where possible, and the employees will be paid at the Labourer's rate of pay.

As per Section 9.05 of the Collective Agreement, the Union will be notified of such appointments and the term of the employment.

On those days that snow removal from sidewalks needs to be undertaken on a Saturday, Sunday or Holiday, employees on layoff can be recalled. The rate of pay on these days will be the regular rate of pay. Article 14 of the Contract will not apply to these circumstances.

Either party may terminate this Letter of Understanding by giving sixty (60) days written notice of termination to the other party.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this ____ day of _____, 1998.

SIGNED ON BEHALF OF THE EMPLOYER: SIGNED ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF VERNON

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 626

The parties hereto agree as follows:

RECORDING SECRETARY - APC DUTIES:

On those days that an APC meeting has been scheduled for after hours, the hours of work for that day for the Recording Secretary will be varied as follows:

1. The normal total hours worked will remain at seven (7) hours for the day.
2. For each of those days the normal hours of work will be split as follows:
 - a) Five (5) hours shall be worked from 8:30 A.M. to 2:30 P.M.
 - b) Two (2) hours shall be worked from 7:30 P.M. to 9:30 P.M.
3. All hours will be paid at regular rates, but article 19.05 will apply to any hours worked after 7:00 P.M.

4. Either party may terminate this Letter of Understanding by giving Sixty (60) days written notice of termination to the other party.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this _____ day of _____, 1996.

SIGNED ON BEHALF OF THE EMPLOYER: SIGNED ON BEHALF OF THE UNION:

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LETTER OF UNDERSTANDING

BETWEEN: THE CORPORATION OF THE CITY OF VERNON

AND: THE VERNON CIVIC EMPLOYEES UNION, C.U.P.E. LOCAL 626

RE: OFFICE CLERK I

In order to provide clerical help to the City when larger scale mailings are required, both parties agree to the following:

1. Nature and Scope of Work

Performs basic office duties under general supervision of the Deputy Treasurer/Collector.

The job is repetitive, under good working conditions. It is a part time position which operates on an on-call basis.

2. Illustrative Examples of Work

- a) Stuffing envelopes for property taxes, utilities, etc.
- b) Running mail through the postage meter.
- c) Picking up and delivering mail and parcels.

- d) Other non technical tasks may be assigned to complete a shift. These tasks include sorting of parking tickets, filing of receipts, organizing storage material, filing timesheets or similar basic clerical work.

3. Required Skills, Abilities and Knowledge

- a) Basic knowledge of normal office equipment such as photocopiers and postage meters.
- b) Ability to communicate effectively with City employees.

4. Hours of Work

Normal day shift.

LETTER OF UNDERSTANDING - RE: OFFICE CLERK I - Continued

5. Rate of Pay

The rate of pay will be the hourly minimum wage as set by the Provincial Government plus \$1.50 per hour.

- 6. This letter may be cancelled by either party by giving Sixty (60) days notice to the other party.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signature hereto on this ___day of _____, 1995.

SIGNED ON BEHALF OF THE EMPLOYER: SIGNED ON BEHALF OF THE UNION:

MEMORANDUM OF AGREEMENT

BETWEEN: THE CORPORATION OF THE CITY OF VERNON
(Employer)

AND: THE VERNON CIVIC EMPLOYEES' UNION, LOCAL 626
(The Union)

WHEREAS a dispute has arisen, in the form of a grievance filed by Debbie Steffens regarding the seniority rights of regular employees when they obtain part-time positions; and

WHEREAS the parties have agreed to resolve the dispute on the following terms:

1. from this time on, a regular employee who obtains a part-time position will retain the employee's regular seniority during the probationary period of 600 hours as set out in Article 7.03 of the Collective Agreement;
2. if regular employees are rejected during probation for the part-time position pursuant to Article 7.02(a) of the Collective Agreement, then the regular employee can exercise the employee's seniority rights to remain on the regular seniority list;
3. if the regular employee is confirmed in the part-time position, then the employee loses the employee's seniority rights as a regular employee, and is placed on the part-time seniority list, with the part-time seniority beginning as of the date of commencement of the part-time position;
4. the Union agrees that the rejection of probationary employees for unsuitability does not constitute discipline under the Collective Agreement. This applies to all probationary employees, whether in regular or part-time positions;
5. the Union also agrees that regular employees cannot bump into part-time positions. The only way they can obtain a part-time position is by applying for a vacant part-time position;
6. the Union withdraws Debbie Steffen's grievance.

(Original signed by
W. Dingman & E. Green)
for the Union

(Original signed by
B. H. Fehrmann and B. Kimura)
for the Employer

April 6, 1994
Date

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF VERNON

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 626

The parties hereto agree as follows:

POSTING OF TEMPORARY POSITIONS AND CONVERSIONS TO PERMANENT POSITIONS:

In order to provide certainty as to the need for the posting of a temporary position during the absence of a regular employee, the following conditions will apply:

1. When a position is known to become vacant for a period of more than thirty (30) calendar days, and the City requires that position to be filled, then:
 - a) the position will be required to be posted on a temporary basis, and;
 - b) Articles 9.03 and 9.04 shall apply to such posting and appointment.

2. When a position has been filled on a temporary posting for a period of six (6) months then, provided the employee who regularly holds that position is known to be absent for at least an additional 30 days, the City will post the position on a permanent basis with the following conditions:
 - a) That Articles 9.03 and 9.04 shall apply to such posting and appointment, and;
 - b) that, upon the return of the original employee who held that permanent posting, that employee will be allowed to "bump" into that position whether the newly appointed employee has greater or less seniority than the returning employee, and;
 - c) that the "bumped" employee will be required to assume his former position. That employee will then also revert back to his former position. This process will continue until all effected employees have resumed their original positions.
 - d) If that position no longer exists, then the employee will be able to exercise his seniority rights to "bump" into another position for which he is qualified. Articles 9.03 and 9.04 will apply to this "bumping" process.
 - e) Any subsequent employees "bumped" through this process will be able to exercise his seniority rights to "bump" into another position for which he is qualified. Articles 9.03 and 9.04 will continue to apply to this process.

3. Either party may terminate this Letter of Understanding by giving sixty (60) days written notice of termination to the other party.

IN WITNESS WHEREOF the parties hereto, by their authorised representatives, have affixed their signatures hereto on this _____ day of _____, 1996.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

BETWEEN: THE CORPORATION OF THE CITY OF VERNON

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 626

RE: ARTICLE 13.02(B)(2)(i) EXEMPTIONS TO NORMAL WORK DAY, NORMAL
WORK WEEK AND OTHER CONDITIONS OF EMPLOYMENT - SEWAGE
TREATMENT PLANT OPERATORS, WATERWORKS SERVICEMEN

The parties hereto agree as follows:

An additional sentence to the above section is added as follows:

An alternative normal work week for the Sewage Treatment Plant Operators only shall consist of five (5) consecutive days followed by two (2) days off.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures on this _____ day of _____, 1996.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF VERNON

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 626

RE:

CALVIN JENKINS - WCB RETRAINING

The parties hereto agree as follows:

Mr Calvin Jenkins has received layoff notice resulting from the cut-backs that the City is undertaking to meet its budget constraints. As Mr. Jenkins was on sick leave at the time of layoff, and as he was scheduled to receive retraining by the WCB starting in September 1997, both parties hereby agree as follows:

1. Mr. Jenkins will be allowed to "bump" into another City position at the successful completion of the retraining program but no later August 31, 1999.
2. The "bumping" will be restricted to those positions which require the type of training that Mr. Jenkins is receiving.
3. The "bumping" is limited to those positions where the incumbents have less seniority than Mr. Jenkins.

IN WITNESS WHEREOF the parties hereto, by their authorised representatives, have affixed their

signatures hereto on this _____ day of _____, 1997.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

