

DATED AS OF 01 JANUARY 1999

**BETWEEN
DISTRICT OF CHILLIWACK
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 458**

=====
COLLECTIVE AGREEMENT
January 1, 1999 - December 31, 2001
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THIS AGREEMENT IS MADE IN DUPLICATE as of the **8th** day of **December**, A.D. **1998**,

BETWEEN:

DISTRICT OF CHILLIWACK
(hereinafter called the "Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 458
(hereinafter called the "Union")

ARTICLE I
PREAMBLE

1.01 - Preamble

WHEREAS it is the desire of the parties to this agreement:

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

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement (hereinafter called the "Agreement" or "Collective Agreement");

NOW THEREFORE the parties hereto agree as follows:

ARTICLE II
MANAGEMENT RIGHTS

2.01 - Management Rights

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

ARTICLE III
RECOGNITION AND NEGOTIATIONS

3.01- Recognition

The Employer recognizes the Canadian Union of Public Employees, Local 458, as the sole and exclusive collective bargaining agency for all of its employees and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement looking toward a peaceful and amicable settlement of any differences that may arise between them.

3.02 - No Other Agreements

Employees covered by this Collective Agreement shall not be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

3.03 - Work of the Bargaining Unit

Employees who are not members of the Union will not normally or regularly perform any work which is exclusively performed by members included in this bargaining unit except in cases mutually agreed upon by both parties.

ARTICLE IV
DEFINITIONS

4.01 - Employee

"Employee" shall mean a person who is an employee as defined in the Labour Relations Code, Part I and Amendments thereto.

4.02 - Probationary Employee

(1) "Probationary Employee" shall mean:

- a) Full-Time Employee - 120 days worked
- b) Part-Time Employee - 120 days worked or 12 months, whichever comes first,

from date of hire, to determine suitability for employment as a regular employee. Such period of time may be extended by mutual consent of both parties in writing. It is agreed and understood that during a new Employee's Probationary Period, his or her transfer, layoff or dismissal shall be entirely at the discretion of the Employer, without recourse to the grievance procedure. During the Probationary Period, Employees shall be entitled to benefit participation or a percentage in lieu as applicable to Full-Time, Part-Time, or Time-Duration Employees. Commencement of benefit participation shall be in accordance with the individual plan requirements, with Dental Coverage and B.C. Municipal Employee's Superannuation Plan Pension deductions commencing only after successful completion of the Probationary Period.

4.02 - Probationary Employee (continued)

- (2) Employees shall be paid in accordance with the provisions of the Collective Agreement including the schedules of pay rates attached thereto.
- (3) New Employees shall be paid 85% of the rate for their classified position until successfully completing a Probationary Period of 120 days worked for Full-Time Employees and 120 days worked or 12 months, whichever comes first, for Part-Time Employees.
- (4) Notwithstanding the foregoing, Employees working in Schedule "C" shall receive the rates set out in Schedule "C".

4.03 - Full Time Employee

"Full Time Employee" shall mean an employee who has successfully completed the probationary period and who is employed on a regular and continuous basis working the annual hours specified in Article 14.01(1)(a) or 14.01(2)(a).

Full Time Employees shall be entitled to all benefits provided in this agreement from date of hire.

4.04 - Part Time Employee

- (1) "Part Time Employee" shall mean any employee employed in any position which is other than full time and works less than the normal hours specified in Articles 14.01(1)(a) and 14.01(2)(a).
- (2) Part Time Employees shall decide at the time of hiring if they wish to have benefits or payment in lieu of benefits. If employees, after they commence employment, wish to change their decision, they may do so by notifying the personnel office in December with the change to be effective at the start of the following calendar year, for those benefits that continue to be available to the employee.
- (3) For employees who elect payment in lieu of benefits, the payment will be all-inclusive of such items as statutory holidays, holidays, etc., and the overtime payment provisions contained in the Collective Agreement will apply to those employees who are required to work on statutory holidays. The payment in lieu of benefits will be applied to their base rate and the payment shall be based on the following:
 - (a) Less than 10 calendar years of service - 10.2%
 - (b) 10 calendar years of service or greater - 12.2%
- (4) Employees who elect benefits will be entitled to holidays, statutory holidays and sick leave on a pro rata basis.
- (5) The probationary period for Part Time Employees shall be 120 days worked or 12 months, whichever comes first.

4.05 - Time Duration Employee

"Time Duration Employee" shall be defined as an employee, who is employed on a special project, or for a specified purpose, for a limited duration not to exceed three (3) calendar months. (Such period of time may be extended by mutual consent of both parties in writing.) Time Duration Employees, during the aforementioned period, shall be entitled to cumulative seniority from date of hire, but shall not be entitled to fringe benefits other than those to which a person becomes entitled by reason of statute. Time Duration Employees will receive a percentage in lieu of benefits upon hire at the rate set out in Section 4.04(3).

4.06 - Notification - Employee Status Change

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

ARTICLE V UNION FEES AND MEMBERSHIP

5.01- Union Fees

All Employees covered by the Union's Certificate of Bargaining Authority shall pay to the Union a monthly fee equal to the monthly dues of the Union, such payments to be made by payroll deduction upon delivery to the Employer of an authorization card signed by the Employee.

5.02 - Union Representative

It is understood that a Union representative will be permitted during working hours to inform newly hired employees of the Union's role within the bargaining unit; and further, such representatives will be permitted to distribute authorization cards to new employees respecting the deduction of Union dues by the Employer from their pay.

5.03 - Maintenance of Membership

Any Employee who is presently a member of the Union or becomes a member shall maintain membership in the Union as a condition of employment.

5.04 - Suspension by Union

In the event that the Union suspends a member, the Employer shall be notified by the Union in writing.

ARTICLE VI
CHECK OFF OF UNION DUES

6.01- Deductions

The Employer shall deduct from every Employee any monthly dues, initiations or general assessments levied in accordance with the Union Constitution and/or Bylaws and owing by him to the Union.

6.02 - Check off and Remittance

The Employer agrees to the check off of all Union dues, fees and general assessments levied in accordance with the Constitution and/or Bylaws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues and/or general assessments as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the Employees such dues, fees and general assessments and shall forward to the Union the total of such amounts deducted together with amendments to the list of those Employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the fifteenth (15) day of the following month.

ARTICLE VII
LABOUR MANAGEMENT COMMITTEES

7.01 - Representation

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

7.02 - Local Bargaining Committee

A local Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer as appointees of the Employer and not more than three (3) members of the Union as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

7.03 - Function of Bargaining Committee, etc.

All matters of mutual concern pertaining to collective bargaining, and other working conditions, etc., shall be referred to the Bargaining Committee for discussion and settlement.

7.04 - Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, subject to obtaining prior approval of the Employer. Such approval shall not be unreasonably withheld.

7.05 - Meeting of Bargaining Committee

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

7.06 - Technical Information

The Employer shall make available to the Union on request, information required by the Union for purposes of bargaining such as job descriptions, positions in the bargaining unit, job classifications, wage rates, pension and welfare plans and other relevant documents which the Employer has readily available, provided always that such information requested is not confidential and is the property of the Employer and that the Employer has a legal right to disseminate it.

ARTICLE VIII GRIEVANCE PROCEDURE

8.01- Grievance

A grievance shall be defined as a difference between an Employee and the Employer, or between the Employer and the Union relating to the dismissal or discipline of an Employee or to the interpretation, application, operation or alleged violation of this Agreement including any question as to whether a matter is arbitrable. There shall be no work stoppage on account of such difference and an earnest effort shall be made to settle the difference in the following manner.

8.02 - Policy Grievance

Policy Grievances submitted by the Employer or the Union shall be resolved as follows:

- Step 1:** The Employer or the Union shall first take up the grievance verbally with the Administrator within five (5) working days the Employer or the Union ought to have reasonably known of the event giving rise to the grievance.
- Step 2:** If the Grievance is not satisfactorily settled in Step 1, it shall be reduced to writing and the Employee and Shop Steward or designated Union Representative shall submit it to the Municipal Personnel Office no later than five (5) working days following the discussion with the Administrator in Step 1. The Personnel Department shall reply in writing within the next five (5) working days.

8.02 - Policy Grievance (continued)

Step 3: If a satisfactory settlement is not reached at Step 2 and the Union wishes to proceed further, the grievance shall be referred to Step 3 within ten (10) working days of the Personnel Department's reply at Step 2. The Grievance Committee of both parties will meet to discuss the grievance. If they are unable to settle the grievance within ten (10) working days of the date the grievance was referred to Step 3, then either party may give written notice of arbitration to the other.

8.03 - Grievance Steps

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

Step 1: The Employee involved shall first take up the grievance verbally with his immediate Management Supervisor, and with or without his Shop Steward, within five (5) working days from the time the employee ought to have reasonably known of the event giving rise to the grievance.

Step 2: If the Grievance is not satisfactorily settled at Step 1, it shall be reduced to writing and the Employee and the Shop Steward or designated Union representative shall submit it to the Municipal Personnel Office no later than five (5) working days following the discussion with the Supervisor in Step 1. The Personnel Office shall reply within the next five (5) working days in writing.

Step 3: If a satisfactory settlement is not reached at Step 2 and the Union wishes to proceed further, the grievance shall be referred to Step 3 within ten (10) working days of the Employer's reply at Step 2. The Grievance Committee of both parties will meet to discuss the grievance. If they are unable to settle the grievance within ten (10) working days of the date the grievance was referred to Step 3, then either party may give written notice of arbitration to the other.

8.04 - Section 103

(1) To enhance the labour relations climate and to promote harmonious resolutions to disputes that may arise between the parties, either party may invoke Section 103 of the Labour Relations Code subject to the following provisions:

(a) The party wishing to use the investigation procedure shall notify the other party of the decision within five (5) working days of the receipt of the reply at the third step of the grievance procedure. Such notification must be in writing.

(b) The party receiving the notification may refuse to accept the investigative procedure, in which case the provisions of Article 8.03 are then applicable and the time limit contained in that Article begins to run from the date of the refusal decision being delivered in writing. No reasons for the refusal need be given.

8.04 - Section 103 (continued)

(2) Subject to 8.04(1), where a difference arises between the parties relating to the dismissal, discipline or suspension of an Employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, (place name of designated person here), or a substitute agreed to by the parties, shall upon mutual request of the parties:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written award to resolve the difference;

within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

(3) Prior to invoking Section 103, the parties shall discuss and reach agreement as to whether the decision of the investigator shall be final, binding and enforceable upon the parties.

ARTICLE IX
ARBITRATION

9.01- Board of Arbitration

Arising out of Article VIII, a Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other in writing of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement the other party shall within five (5) calendar days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be Chairman. Should the representatives fail to select such third member within five (5) days from the appointment of the last representative either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairman. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairman shall be shared equally between the parties.

9.02 - Decision by Board of Arbitration

Within fourteen (14) calendar days following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding on all parties bound by this Agreement.

9.03 - Reinstatement by Board of Arbitration Order

In the event the Board of Arbitration finds that an employee has been dismissed or suspended for other than proper cause, the Board of Arbitration may direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his or her wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable or make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the parties.

ARTICLE X **DISCIPLINE**

10.01 - Adverse Report

The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document from the file of an Employee the existence of which the Employee was not aware prior to the hearing and thereby was denied the opportunity of placing his written response in the file. No Employee shall be suspended or dismissed without proper cause. Any Employee suspended or dismissed shall have the right to grieve.

10.02 - No Disciplinary Action - Unsafe Conditions

An Employee will not be required to work at a job site which is unsafe. If an Employee is concerned about the safety of the job site or equipment assigned, he will immediately report the condition to his management supervisor who will ensure the work is performed without undue risk.

If the matter remains unresolved, it shall be referred to the Safety Committee. If, in the opinion of the Committee, the job site or equipment is unsafe, the Employee shall not be disciplined for his refusal to work due to the unsafe condition.

10.03 - Legal Picket Lines

No Employee will be required to enter any building or property where a picket line is in evidence when such picket line is established under either the Statutes of the Province of British Columbia or the Statutes of Canada excepting for the purpose of maintaining essential services or in cases of emergencies when requested by the Employer and his Union local.

10.04 - Loss of Wages - Picket Lines

It is understood and agreed that hours or part of an hour lost by an Employee by not crossing a picket line shall be deducted from his wages at the hourly basic rate which is used to calculate overtime for that Employee.

ARTICLE XI **SENIORITY**

11.01 - Seniority Defined

- (1) Seniority shall be defined as the length of service in the bargaining unit and shall be applied on a bargaining unit-wide basis. Seniority shall be applied in determining lay-offs and recalls as set out in other provisions of this Agreement.
- (2) Date of hire shall be used as the Seniority Date for Full-time Employees.

11.01 - Seniority Defined (continued)

- (3) Part-time and Time-duration seniority:
 - (a) Part-Time and Time-Duration Seniority shall be based on days worked, calculation to be made by the Union.
 - (b) Hours worked by Part-time or Time-duration employees shall be converted to a second date of hire for bumping or promotion purposes versus Full-time.
 - (c) Original date of hire used for former Part-time or Time-duration versus Part-time or Time-duration for promotion or bumping purposes into Part-time or Time-duration position.
 - (d) Original date of hire for Part-time or Time-duration shall be used for vacation purposes when Part-time or Time-duration become Full-time.
- (4) The Union agrees to do the day conversion. This work will not be performed on company paid time.
- (5) Seniority for the revised Schedule "C" Employees shall be limited to Schedule "C" positions only, however they may be temporarily assigned to higher rated positions and will be paid the rate for the position they temporarily fill.
- (6) Seniority for Prisoner Guards, Prisoner Matrons, Exhibits Custodians and Jail Supervisor, Full-Time and Part-Time, shall be limited to that work group.

11.02 - Seniority List

- (1) The Employer shall maintain a seniority list for each schedule appended to this Agreement. The list will show each Employee's original date of employment. An up to date Seniority List shall be sent to the Union upon request.
- (2) There shall be two seniority lists "by date of hire", 1) a Full-Time list; and (2) a Part-Time - Time-Duration list.

11.03 - Loss of Seniority

An Employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An Employee shall only lose his seniority in the event:

- (1) he is discharged for just cause and is not reinstated;
- (2) he resigns;
- (3) he is absent from work in excess of five (5) consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;

11.03 - Loss of Seniority (continued)

- (4) he fails to return to work following a layoff within seven (7) calendar days of being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his current address.

Employees who are laid off shall retain their seniority for a period of one year except Employees in Schedule "C".

Employees in Schedule "C" who are laid off shall retain their seniority for six (6) months. Schedule "C" Employees shall be called back from a layoff of longer than six (6) months duration if the individual employee's work was satisfactory in the previous period of work. These employees shall be deemed to have passed probation after 120 days worked or 12 months, whichever comes first, combined previous service.

11.04 - Transfers Outside Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without his consent. It is understood and agreed that an Employee who consents to transfer for any reason to a position which he knows to be outside the bargaining unit shall not then initiate proceedings to have that position included in the bargaining unit.

Such Employees who are transferred to a permanent position outside the bargaining unit shall continue to accumulate seniority for a period of only six (6) months, but during this time they cannot maintain their membership in the Union. If the Employee reverts back to a position in the bargaining unit, he will be required to pay the union dues owing retroactive to the time of his appointment outside the Union.

After the above-mentioned six (6) month period, Employees shall lose all their seniority rights.

ARTICLE XII PROMOTIONS, STAFF CHANGES, RETIREMENT

12.01 - Job Postings

- (1) It is agreed and understood where vacancies exist or new positions are created, notice thereof will be posted on the Bulletin Boards and a copy mailed to the Secretary of the Union a period of seven (7) calendar days before the appointment is made, such postings and notice to contain the following information:
 - (a) nature of position;
 - (b) required ability; and
 - (c) wage rate or salary range.
- (2) When a Part-Time position is designated Full-Time, the position will be Posted.

12.01 - Job Postings (continued)

- (3) Reclassification requests will be referred to the Labour Management Committee for their recommendation as to whether or not a position shall be posted. If no agreement is made, the position will be Posted.

The Employer agrees to advise the Secretary of the Union in writing of the name(s) of the successful applicant(s).

12.02 - Method of Making Appointment

In making promotions and transfers, the required knowledge, ability and skills for the position shall be the primary consideration and where two or more applicants are equally capable of fulfilling the duties of the position, seniority as defined in this Agreement, shall be the determining factor.

12.03 - Trial Period

- (1) In the event an Employee is promoted or transferred to another position, he shall be considered to be on a trial for a period of not more than sixty (60) working days and shall be paid the salary rate for that position.
- (2) Should the Employee be unable to satisfy the requirements of the position, or does not feel suited to that position then he shall be returned to his former position at the salary he previously earned in the former position, plus any increments to which he would have otherwise been entitled had he not been promoted, transferred or selected to fill a job vacancy. In the event an Employee is returned to his former position, all other Employees who changed job positions shall also move back to their former job positions and salary scales which they occupied previously.
- (3) In the event that an employee exercises his right to return to a former position, as noted in (2) above, such events will be limited to:
 - a) One (1) time from a specific position
 - b) Two (2) times from different positions
- (4) In the event that Article 12.03(2) is invoked, the position does not have to be re-posted if there are other applicants from the original posting who are qualified for the position.

12.04 - Retirement and Retirement Gratuity

All Employees shall retire according to the provisions of the Pension (Municipal) Act, RSBC 1979, Chapter 317 and amendments thereto, unless otherwise mutually agreed between the parties.

Where the Employer has requested and the Employee has agreed to a voluntary retirement at the age of 55 or over and retires on the Municipal Pension, the Employee shall receive at least one (1) month salary per every five (5) years of continuous service to a maximum of ninety (90) days.

12.05 - Employees Accepting Time Duration Positions

Employees who apply for and accept Time Duration positions shall not have the right to bump another Employee at the expiration of their Time Duration employment, but may still apply for vacant positions as they are posted.

ARTICLE XIII LAYOFFS AND RECALLS

13.01 - Procedures

- (1) When a layoff is necessary, the Employee with the least seniority will be the first Employee subject to layoff, provided the remaining Employees are qualified and capable to do the remaining work.
- (2) Upon written notification, an Employee subject to layoff or an Employee who is bumped under this clause may displace an Employee with less seniority in any classification providing he is presently qualified and capable of doing the job of the Employee he is displacing.
- (3) If an Employee bumps into another classification, he shall be paid the wages for that classification.
- (4) Employees shall have the right to refuse recall to a part-time position without loss of future recall rights.

13.02 - Lay-offs and Recalls

If an Employee who has been laid off is qualified for a position, he shall have an opportunity for re-employment before a new Employee is hired for the position.

13.03 - Notice of Layoff

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

13.04 - Equipment Failure

In the event that an Employee's regular work is not available on a short term basis, by reason of equipment failure, and notwithstanding Sections 13.01 and 13.03 above, such employee may, without recourse to grievance procedure, be assigned to a lower-rated position, and be so paid; or alternatively, he may elect layoff until his regular work becomes available.

13.05 - Emergencies

It is understood and agreed that when weather makes regular work impossible or in times of emergencies the above clauses may be set aside. In such cases a meeting of the Bargaining Committee shall be called within the five (5) calendar days following to assist in the reorganization of work.

13.06 - Severance Pay

- (1) An Employee who has received written notice of layoff shall, within five (5) calendar days, elect to:
 - (a) exercise his seniority rights for bumping purposes; or
 - (b) accept layoff.
- (2) If the Employee accepts layoff, he shall within thirty (30) calendar days from the effective date of layoff elect:
 - (a) either to retain seniority rights of layoff and recall;
 - (b) or to accept severance pay.
- (3) Upon acceptance of severance pay, all seniority rights and rights to recall under the Agreement are terminated; or, upon acceptance of retention of seniority rights of layoff and recall, all rights to severance pay under these provisions are terminated.
- (4) Entitlement to, and severance pay for each Employee will be as follows:
 - (a) Three (3) days pay for each calendar year of service up to and including five (5) calendar years of service.
 - (b) Five (5) days pay for each calendar year of service after five (5) years of service.
 - (c) The maximum number of days for severance will be ninety (90) days pay.
- (5) Part time service shall be calculated on a pro-rata basis. Salary upon which severance pay is calculated shall be based on the Employee's salary at the effective date of his or her termination.

ARTICLE XIV
HOURS OF WORK, SHIFTS AND OVERTIME WORK

14.01 - Regular Hours Full-Time Employees (Outside)

- (a) Except as provided in paragraphs (b), (c) and (d) whereof, the normal regular hours of work for full time outside Employees shall be eight (8) consecutive hours per day (exclusive of a lunch break not to exceed one-half (1/2) hour) for five (5) consecutive days per week, excluding Sundays. The normal yearly hours of work for outside Employees shall be 2,080 hours per year ($52 \times 40 = 2,080$).
- (b) If the Employer requires the servicing of equipment to be performed outside of scheduled shifts, Truck Drivers I and II, Public Works Utility I, II, III, IV, V and VI, and the Public Works Foreman shall be paid one-half (1/2) hour per day extra for servicing their machines, which extra one-half hour shall be considered regular time, not overtime.
- (c) The regular hours of work of all Employees working in the Waste Water Control Centre shall be eight (8) consecutive hours per day (exclusive of a lunch break not to exceed one-half (1/2) hour) in accordance with published shift schedules.
- (d) The hours of work for the Iceman position may be either eight (8) consecutive hours per day for any five (5) consecutive days, or ten (10) consecutive hours per day for any four (4) consecutive days (lunch break may be inclusive or exclusive of the shift but will not exceed one-half (1/2) hour per shift) at the discretion of the Employer.
- (e) The hours of work for regular shift workers shall be eight (8) consecutive hours per day inclusive of one-half (1/2) hour lunch break for any five (5) consecutive days per week.
- (f) The Employer shall have complete discretion and may delegate its authority to its management staff to set the hour at which work shall be commenced by all outside Employees; but, if the hour of commencing work is to be other than 8:00 a.m., the Employees affected shall be so notified not later than the previous day.
- (g) It shall be the duty of each Employee to report for work on each and every working day at the prescribed hour unless the Employee has been notified that he is not to report for work.

(2) **Normal Regular Hours Full Time Employees (Inside)**

- (a) The normal regular hours of work for full time inside Employees shall be 8:30 a.m. to 4:30 p.m., Monday to Friday, inclusive, with one (1) hour for lunch; except that the Supervisor of the Building Department may from time to time arrange for some Employees of that Department to have regular hours of work from 8:00 a.m. to 4:00 p.m., on condition that sufficient staff is present each day until 4:30 p.m. to take care of such business as may arise. The normal yearly hours of work for inside Employees shall be 1,820 hours per year ($52 \times 35 = 1820$).

(2) **Normal Regular Hours Full Time Employees (Inside)** (continued)

- (b) It shall be the duty of each Employee to report to work on each and every working day at the prescribed hour unless the Employee has been notified that he is not to report to work.
- (c) The hours and conditions of work for the Prison Guards and Matrons shall be established by the Officer in Charge of the local Detachment, Royal Canadian Mounted Police, and Employees in the above classification to be governed by mutual agreement of the Council and Royal Canadian Mounted Police Officer in Charge.

(3) **Change in Regular Schedule of Hours - Inside Employees**

Except in times of emergencies as defined in Section 13.05, the regular schedule of hours will be posted at the place of work and such schedule shall not be changed without two (2) calendar weeks notice to the Union and to affected Employees.

14.02 - Notice of Shift Change

- (1) Excepting in times of emergencies as defined in Section 13.05, forty-eight (48) hours notice shall be given before change of a regular shift. Failure to provide at least sixteen (16) hours rest time between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period.
- (2) Employees covered by Schedule "C" shall be entitled to twelve (12) hours rest time between shifts. Rest time not given shall result in overtime being paid for any hours worked during such normal rest period.

14.03 - Shift Work

It is understood and agreed that Employees may be required to work regularly on shifts at different hours than the hours specified in Section 14.01. The following principles shall apply to shift work:

- (1) adequate notice shall be given by the Employer to the Union, which notice shall not be less than five (5) working days or one clear calendar week;
- (2) shifts may be in three non-broken shifts of up to eight (8) hours, mealtime excluded in any 24-hour period;
- (3) the date and plan of implementation and the allocation of Employees shall be with the fullest consultation and cooperation of the Union to ensure adequate coverage by qualified Employees.

14.04 - Temporary Shifts

The parties hereto recognize that there may arise a temporary need for shift work among the Employees during peak periods throughout the year and therefore set forth hereunder the principles which shall apply to implementing temporary shift work:

- (1) adequate notice shall be given by the Employer to the Employee which notice shall not be less than twenty-four (24) hours;
- (2) temporary shifts may be in three (3) non-broken shifts of up to eight (8) hours mealtime excluded. Temporary shifts shall not exceed thirty (30) shifts per Employee per year;
- (3) the date and plan of implementation and the allocation of Employees shall be with the fullest consultation and cooperation of all affected Employees to ensure adequate coverage by qualified Employees.

14.05 - Pay for Shift Work

Shift work premium shall be paid to all Employees as follows:

- (1) for all hours worked between 6:00 p.m. and 12:00 midnight, an additional fifty cents (50¢) per hour shall be paid;
- (2) for all hours worked between 12:00 midnight and 7:00 a.m., an additional one dollar (\$1.00) per hour shall be paid.

The shift premium shall be paid for an entire shift after four or more hours of that shift are worked between the hours of 6:00 p.m. and 7:00 a.m.

The shift premium shall not be paid for overtime work and call outs.

14.06 - Overtime Authorized

All overtime shall be at the authority of the Department Head or Manager who has been delegated the responsibility to authorize overtime. All time worked beyond the normal full time work day, the normal full time work week or on a holiday, shall be considered overtime.

14.07 - Overtime Rates

(1) On Regular Workday

All hours worked in excess of those normally worked by a full time Employee in a day shall be paid for at the rate of double time (2T). Overtime shall be calculated to the next quarter (1/4) hour. It is agreed that overtime may be paid for or taken as time off in lieu, and if taken as time off in lieu, when the time off will be taken shall be decided upon by the mutual agreement of the Employer and the Employee subject to any financial or operational restraints that may be existent at that time.

(2) **Overtime Rates on Day of Rest or Statutory Holiday**

All hours worked on the first and/or second normal day of rest shall be paid for at the rate of double time; and all hours worked on a statutory holiday or general holiday shall be paid for at double time in addition to any holiday pay which may be payable. It is agreed, however, that Employees may be required to work on a statutory or general holiday at overtime rates provided the Employee is granted another day off with pay in lieu of the statutory or general holiday as provided in Article XV. Such time off shall be taken as mutually agreed upon by the Employer and the Employee provided the quantity, regularity and disruption of the work will be least impaired as determined by the Employer.

14.08 - Overtime Allocation

- (1) Overtime shall be assigned as equally as practicable among the Employees of the unit or building who are capable to perform the work that is available.
- (2) A list of overtime worked by Employees within a unit or building shall be maintained. This list shall be updated each pay period.

14.09 - Reporting/No Work

Where an Employee reports for a shift and no work is available, such Employee shall be paid for a minimum of two (2) hours; and in the event the Employee commences work, a minimum of four (4) hours shall be paid.

14.10 - Call Out

An Employee who is called from his residence to work outside of his regular working hours shall be paid at overtime rates of pay as provided in this Agreement, or a minimum of three (3) hours pay at overtime rate of pay, whichever is greater. Time worked shall be computed from the time the Employee commences to work until he has completed the work for which he was called out or until he is instructed to cease work.

14.11 - Rest Periods

All Employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and the second halves of a normal work day or shift.

14.12 - Standby Pay

Employees who are authorized by their Department Head to stand by for extra duty and who are qualified to do the work required shall be paid on the following basis:

- (1) one and one-half (1.5) hours pay for sixteen (16) non-working hours on a weekday, but no standby if the employee is called out during the sixteen (16) hour period. Standby shall be calculated from 1630 hours of the first day to 0800 of the following day;

14.12 - Standby Pay (continued)

- (2) to be paid the equivalent of four (4) hours pay of their base rate for a twenty-four (24) hour period on the weekends and statutory holidays. If an Employee on standby during this period is called out, he shall be paid at overtime rates for the actual hours worked. Weekend and statutory holidays standby shall be calculated from 0800 hours of the first day to 0800 hours of the second.

It is agreed that where possible standby time shall be equally distributed among the Employees in a particular department or crew.

14.13 - Benefit Gratuity

If an Employee is reassigned or reclassified to a higher rated position for more than sixty (60) days, his holiday pay and sick leave gratuity will be prorated to include the actual time in the higher rated position.

ARTICLE XV
HOLIDAYS

15.01 Guarantee of Holidays

It is the purpose of this Article to guarantee a minimum of eleven (11) statutory or general holidays to all Employees.

15.02 - Paid Holidays

All Employees shall have the following statutory holidays off with pay at the Employee's regular rate of pay:

New Year's Day	Canada Day	Remembrance Day
Good Friday	British Columbia Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Queen's Birthday	Thanksgiving Day	

and any other general holiday proclaimed by the Federal, Provincial or Municipal Government.

In lieu of having the statutory holiday or general holiday off with pay, an employee may be assigned another day off with pay on the understanding that the Employer will try to distribute the actual statutory and general holidays as equitably as possible among the Employees.

15.03 - New Employees

For the purpose of this Article, all new Employees hired by the Employer shall have worked for the Employer at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to the statutory holiday to be entitled to statutory holiday pay.

15.04 - When Holiday Falls on Day of Rest

With the exception of Article 15.05, when any of the above noted statutory or general holidays fall on Saturday or Sunday and are not proclaimed as being observed some other day, the following Monday when one day is involved, or the following Monday and Tuesday when two days are involved, shall be deemed as holidays for the purpose of this Agreement unless some other arrangements are made by mutual agreement.

15.05 - Holidays on Day Off

When any of the above noted holidays fall on an Employee's scheduled day off for those Employees who work other than the normal week, Monday to Friday inclusive, the Employee shall receive his first regular scheduled work day, off with pay unless otherwise mutually agreed by the Employer and the Employee, except employees in Recreation, the Water Pollution Control Centre, the Police Station and the Firehall may be required to work the first working day when a statutory holiday falls on their scheduled day off, if operationally necessary at the Employer's discretion.

15.06 - Holiday Pay

Employees who are not required to work on the above noted holidays shall receive holiday pay equal to one normal days pay. Employees who are required to work shall be paid in accordance with the overtime provisions of this Agreement.

15.07 - Entitlement - Part-Time Employees

- (1) Part-Time Employees who elect benefits and who are not required to work on the above-noted holidays shall be entitled to holiday pay based on the average hours worked in the preceding four weeks prior to the holiday, calculated as follows:
 - (a) OUTSIDE: $\frac{\text{TOTAL HOURS WORKED} \times 8 \text{ Hrs}}{160 \text{ Hours}} = \text{Entitlement}$
 - or,**
 - (b) INSIDE: $\frac{\text{TOTAL HOURS WORKED} \times 7 \text{ Hrs}}{140 \text{ Hours}} = \text{Entitlement}$
 - (c) Time-Duration Employees shall receive their statutory holiday entitlements per the entitlement formulae set out in (a) and (b).
- (2) Part-Time Employees required to work on the above-noted holidays will be entitled to overtime rates for the actual hours worked in addition to any entitlement outlined in paragraph (1).

ARTICLE XVI
ANNUAL VACATIONS

16.01 - Entitlement

(1) **Part-Time Employees**

The entitlement for Part-Time Employees is contained in Article 4.04.

(2) **Full-Time Employees**

All Full-Time Employees covered by this agreement shall receive an annual vacation with pay on the following basis.

16.02 - Definition

For the purpose of this Article, "Calendar Year" shall be the period from January 1 to December 31 inclusive.

16.03 - First Year of Service

Employees during the first (1st) Calendar Year of service, shall accumulate one (1) working day for each completed month of employment or major fraction thereof, to a maximum of (10) ten working days. Employees shall receive an annual vacation equivalent to the accumulated working days at the Employee's regular rate of pay or four percent (4%) of the Employee's annual gross earnings whichever is greater.

16.04 - Less than One Year of Service

Employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll at January 1st, shall be considered to have completed their first calendar year of service for vacation purposes, but unearned vacations taken will be deducted from the Employee if he leaves employment prior to earning them.

16.05 - Second Year of Service

During their second (2nd) year of continuous service and every year thereafter up to and including their eighth (8th) year of service, Regular Employees shall earn three (3) calendar weeks annual vacation.

16.06 - Ninth Year of Service

During their ninth (9) year of continuous service and every year thereafter up to and including their fifteenth (15th) year of service, Regular Employees shall earn four (4) calendar weeks annual vacation.

16.07 - Sixteenth Year of Service

During their sixteenth (16th) year of continuous service and every year thereafter up to and including their twenty-fourth (24th) year of service, Regular Employees shall earn five (5) calendar weeks annual vacation.

16.08 - Twenty-Fifth Year of Service

During their twenty-fifth (25th) year of continuous service and every year thereafter, Regular Employees shall earn six (6) calendar weeks annual vacation.

16.09 - Statutory Holidays During Vacation Periods

When a statutory holiday falls or is observed during an Employee's annual vacation period, he or she shall be granted an additional day's vacation for each statutory holiday in addition to his or her regular vacation time.

16.10 - Consecutive Vacation Periods

Vacations shall be taken in one (1) unbroken period or any combination of five (5) consecutive working days. Adjustments will be made on the Employee's regular pay cheque for any overpayment of vacation pay.

16.11 - Scheduling of Vacation Periods

Vacations for Employees shall be taken as mutually agreed upon by the Employee and the Employer, subject to vacations being taken when quantity, regularity and disruption of the work will be least impaired as determined by the Employer.

16.12 - Vacation Pay in Advance

Where an Employee has mutually agreed with the Department Head to take his annual vacation entitlement in one unbroken vacation or any combination of five (5) consecutive working days, payment for the period to be taken shall be made at least one day before the beginning of the Employee's vacation providing the proposed holiday is over a normal pay period. It shall be the Employee's responsibility to notify the Payroll Department prior to his last day worked.

16.13 - Approved Leave During Vacation Periods

Where an Employee qualifies for sick leave, bereavement or any other approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence, provided notice is given to the Employer as soon as the need arises. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the mutual agreement of the Employee and his Department Head.

16.14 - Pro-Rating Vacation Time for Interrupted Service

When employment is terminated or leave without pay is approved for a continuous period in excess of seven (7) days, holiday entitlement shall be prorated to the actual time worked. This Section does not apply where leave without pay has been approved for Union functions.

ARTICLE XVII **SICK LEAVE PROVISIONS**

17.01 - Entitlement

(1) **Part-Time Employees**

Entitlement for Part-Time Employees is contained in Article 4.04.

(2) **Full-Time Employees**

All Full-Time Employees will be granted sick leave subject to the following provisions.

17.02 - Accumulation of Sick Leave

For the first twelve (12) months, a maximum of six (6) days at full pay. During the second year of service and following, a maximum of eighteen (18) working days each year (calculated at the rate of one and one-half (1-1/2) days per month) accumulative up to a total maximum accumulation of one hundred and thirty-five (135) working days at full pay.

17.03 - Annual Statement

Each Employee shall receive an annual statement of accumulated sick leave.

17.04 - Extension of Sick Leave

Notwithstanding the foregoing Sections, the Employer may grant further periods of sick leave in special circumstances. Such periods shall not normally exceed eighteen (18) working days and shall be recovered by the Employer as the Employee earns additional credits, and moreover, if not repaid, shall be deducted from wages if or when the Employee loses status as an Employee for any reason.

17.05 - Responsibility to Report

An Employee shall be required to report in, by telephone, to his Department Head 1/2 hour prior to commencement of the shift, unless the expected total period of absence has already been made known to the Employer. When such period has elapsed or is expected to be exceeded however, the Employee shall report before his first working day following the stated period to his Department Head. Failure to follow the reporting procedure may jeopardize the Employee's right to sick pay unless proof of extenuating circumstances can be produced which made reporting impossible.

17.06 - Medical Certificate

A medical certificate may be required by the Employer as proof of sickness. Such requests will be made where possible when the Employee reports sick, during his period of illness, or on his first day back.

17.07 - Sick Leave Gratuity

At the last pay period of the calendar year, an Employee shall be entitled to a payment for one-third (1/3) of the sick leave remaining to his credit from the annual sick leave entitlement of eighteen (18) days at the end of each calendar year, at the Employee's rate of pay in effect for that pay period; the payment of this gratuity to be based on the following understanding:

- (1) there shall be no payment of gratuity during the first twelve (12) months of work. At the end of an Employee's second calendar year of service his unused sick leave accumulated to that date will be used as the basis for calculating the payment;
- (2) if any sick leave is used in the current year after the date on which the gratuity is calculated, an appropriate adjustment will be made to charge that sick leave used against sick leave earned in the following calendar year;
- (3) the total gratuity days shall be deducted from the total sick leave balance for the year, and the balance shall be cumulative for purposes of sick leave only, to a maximum of one hundred and thirty five (135) days.

17.08 - Abuse of Sick Leave

Proven abuse of sick leave shall be deemed cause for suspension or dismissal.

17.09 - Family Illness

When no one at home other than the employee can provide for the needs of a spouse or dependent child, an employee shall be entitled, after notifying his supervisor, to use three (3) working days per calendar year to care for the member of the family who is ill. These days are to be deducted from the Employee's current sick leave entitlement.

ARTICLE XVIII LEAVE OF ABSENCE

18.01 - For Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer with respect to a grievance or time off during working hours to complete Union financial transactions with the bank, it being understood that such absences require the prior approval of the Employer, and shall not be unreasonably withheld.

18.02 - Leave for Union Duties

It is agreed that official representatives of the Union may be granted leave of absence without pay to attend Union Conventions or perform other functions on behalf of the Union and its affiliations, on the following understanding:

- (1) where possible, a request for such leave shall be submitted to the Employee's Department Head at least two (2) weeks in advance;
- (2) such leave of absence shall not be withheld unreasonably;
- (3) such leave of absence shall not affect the Employee's earned seniority and/or benefits contained in this Agreement;
- (4) not more than three (3) Union representatives shall be away at any one time, and the period of absence shall not exceed five (5) working days.

18.03 - Leave for Full-Time Union Duties

It is agreed that any Employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, may be granted leave of absence without pay and without loss of seniority by the Employer for a period of up to one (1) year, which leave shall be reviewed each year on request by the Employee during his or her term of office with the Union. Such leave of absence shall not be withheld unreasonably.

18.04 - Bereavement Leave

- (1) An Employee shall be granted up to five (5) working days leave with pay in the case of the death of a mother, father, husband, wife, sister, brother, child, grandparent or grandchild of the Employee.
- (2) In the case of the death of an Employee's in-law relative (father, mother, sister, brother) he shall be granted up to three (3) working days leave with pay.
- (3) The Employer agrees to consider requests for leave without pay to cover realistic requirements for travelling time to distant or remote burial site.

18.05 - Mourner's Leave

One-half (1/2) day leave may be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner, provided the Employee has the approval for leave from his Department Head.

18.06 - General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any Employee requesting such leave for good and sufficient cause such as for adopting a child, such leave to be requested in writing and approved by the Employer. Such approval shall not be withheld unreasonably.

18.07 - Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or Crown witness in any court. The Employer shall pay such an Employee his normal wages excluding payment for travelling, meals or other expenses. The Employee shall submit all Jury/Witness stipends to the Employer.

18.08 - Maternity Leave

Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy to a maximum of six (6) months.

The Employer will issue a separation certificate on the written request of an Employee who is pregnant providing that at least one month's notice is given prior to the effective date of such separation and which separation date shall not be less than nine (9) weeks prior to the expected date of birth, unless the employee provides a medical certificate confirming the Employee's ability to perform her normal work.

The Employee returning to work after maternity leave shall provide to the Employer at least four (4) weeks prior notice of her intention to return. The Employer will offer the Employee, without loss of seniority, the same position if it remains established; or, if it does not remain established, the provisions of Article XIII shall apply.

In any case, return to work will not be sooner than six (6) weeks after the birth of a child and in no case shall the total period of separation exceed six (6) months. Benefit coverages may be maintained during the period of separation under the present cost sharing arrangements if the Employee pays her share of the premiums.

Where a doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons, the Employer may extend the maternity leave up to a maximum of an additional six (6) months. The Employer may request a second certificate from a physician of the Employer's choice.

The total period of separation will not exceed one (1) year.

18.09 - Leave of Absence for Public Duties

An Employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her term of office. The Employee shall not be entitled to wages or benefits during such absences.

18.10 - Paternity Leave

One (1) working day off with pay shall be provided upon birth of a male Employee's child.

ARTICLE XIX
PAYMENT OF WAGES AND ALLOWANCE

19.01- Pay Days

The Employer shall pay salaries and wages every second week, by Direct Deposit, on Thursday and the Employer shall supply the Employee with a Statement for each pay.

19.02 - Equal Pay for Equal Work

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

19.03 - Pay During Temporary Transfers - Inside Employees

When an Employee is required by the Employer to substitute in or is required to perform the principal duties of a higher paying position for which a salary range has been established, he shall receive the rate in the salary range which is next higher to his own rate which will be at least 3% over his own rate. When a salaried Employee is temporarily assigned to a position paying a lower rate, such Employee shall incur no reduction in pay. Upon the request of an Employee who is temporarily transferred to a different position, his or her Department Head shall give the Employee, in advance, written notice of the transfer, stating the rate of pay and the estimated duration of the transfer.

19.04 - Pay During Temporary Transfers - Outside Employees

When an Employee is required by the Employer to substitute in or is required to perform the principal duties of a higher position at an hourly rate of pay, he shall receive the rate for the job. If an outside Employee is transferred temporarily to a higher-rated position, he, on assuming the higher-rated position, shall be paid the rate applicable to the higher-rated position. If after he has commenced work in his regular position, an Employee is transferred to a lower-rated position, his rate shall not be reduced except as provided in Section 13.04. Upon the request of an Employee who is temporarily transferred to a different position, his or her Department Head shall give the Employee, in advance, written notice of the transfer, stating the rate of pay and the estimated duration of the transfer. It is understood that working on maintenance or repair of municipal equipment or vehicles on a short-term basis shall constitute regular work and shall be paid for at the Employee's regular rate.

19.05 - Pay for Excluded Positions

Employees temporarily assigned to positions outside the scope of this Collective Agreement, shall be paid, from the first day in the temporary assigned position, on the basis of seven percent (7%) above the Employee's regular salary. In each assignment, the Employee shall be notified in writing in advance of the temporary assignment.

19.06 - Overtime Meal Allowance

Unless the Employer has given at least twenty-four (24) hours notice of the need to work overtime, or unless the Employer has made time available for the Employee to obtain a meal during the overtime period, or unless the employer delivers an adequate meal to the Employee during the overtime period, an Employee required to work more than two hours of overtime in any day shall be paid a meal allowance of not more than Six Dollars (\$6.00). The need for payment of the meal allowance shall be indicated on the Employee's timesheet.

19.07 - Educational Allowance

The Employer shall not be required to pay for the education of an Employee who is studying for the purpose of earning a promotion (see Section 21.05) but if the Employer introduces new duties or processes which require new training, the Employer shall pay the cost of retraining any Employee whose work will include the said new duties or processes.

19.08 - Professional Fees and Licences

Where the Employer requires that an Employee as a condition of employment shall maintain membership in a professional organization, the Employer shall pay the cost of the annual fees payable by the Employee in that organization.

19.09 - Rates of Leadhand

A Leadhand is one who, over and above his regular work, supervises two or more Employees, but remains under the supervision of a foreman. While so employed, Leadhands shall receive the rate specified in Schedule "A". The appointment of leadhands shall be made by the first line management supervisor or his designate.

19.10 Storm Sewer

A five percent (5%) premium shall be paid in addition to the base hourly wage paid when an Employee is working within a storm sewer system beyond the manhole, catch-basin or outfall.

19.11 - Mileage Allowance

Employees required to use their automobiles for the Employer's business shall be paid as follows:

- (1) For Employees expected to provide their own automobiles for use on the job, \$50.00 per month plus \$.295 per kilometre; or
- (2) For Employees whose job does not require them to have an automobile, but who use their own automobiles on a casual basis while on duty, they will be reimbursed at a rate of \$.31 per kilometre.

19.12 - Concrete Finishing

As determined by the Supervisor, a five percent (5%) premium shall be paid to any employee performing Concrete Finishing.

19.13 - Dirty Pay

(1) A premium of five percent (5%) shall be paid to any employee working in contact with raw sewage. This premium shall not apply to utilitymen, wastewater pollution control operator and the wastewater pollution control centre mechanic.

(2) As determined by the supervisor, a five percent (5%) premium shall be paid to any employee working in contact with dirty/obnoxious substances. This premium shall not apply to gardeners working with pesticides.

19.14 - Faller's Rate

A premium of five percent (5%) shall be paid to an employee engaged in tree falling. Tree falling shall be defined as where the tree has to be undercut.

19.15 - Mechanic Tool Rate

A premium tool rate shall be paid to a Mechanic who is required to supply his own tools pursuant to Schedule "A".

ARTICLE XX JOB CLASSIFICATION AND RECLASSIFICATION

20.01- Class Descriptions

The Employer agrees to draw up class descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized class descriptions.

20.02 - Notice of New Positions or Abolition of Established Positions

The Union shall be promptly notified of any new classifications to be established, and shall be given thirty (30) calendar days notice of any established classifications which are to be abolished.

20.03 - Establishment of Salaries or Rates

The Employer has the right to establish salaries or rates for any new position or class of positions. Such salaries and rates shall be subject to negotiations between the parties.

20.04 - Reclassification, Salary or Rate Changes

Requests for reclassification, salary or rate changes for a position or positions may be initiated by an Employee or the Union, on behalf of an Employee or Employees. A classification change involving a change in title or class due to a change in level of duties, responsibilities, and/or requirements of a position or positions, shall be termed a "reclassification"; and a change involving only a salary or rate revision without any change in level of duties, responsibilities and/or requirements shall be termed a "salary or rate adjustment". It is accepted that across-the-board increases change the percentage differentials, between classes of jobs and positions, previously established. Such changes shall not be grounds for requests for reclassification or grievance.

20.05 - Processing Requests

Reclassification, salary and/or rate adjustment requests will be processed and reported on within thirty (30) calendar days by the Employer to the Union and the Employee(s) concerned.

20.06 - Right to Appeal

The Union shall have the right within thirty (30) days to appeal to the local Bargaining Committee on items covered by the above Sections and such appeal shall be in written form and contain valid facts and submissions in contesting salaries, rates, Employer's classification and/or valuations. The local Bargaining Committee (Section 7.04) will attempt to resolve all appeals on classification and valuations within thirty (30) calendar days of notification.

20.07 - Arbitration

If the local Bargaining Committee is unable to reach agreement on reclassifications, salary adjustments or rates of pay for new positions or classes, these issues shall then be subject to the Grievance Procedure. In such cases, however, the nominee of the Union and the nominee of the Employer to the Arbitration Board shall be experienced and qualified in Municipal Job Evaluation.

ARTICLE XXI **EMPLOYEE BENEFITS**

21.01 - Pension

All Employees who qualify shall upon completion of the probationary period be covered by the provisions of the Pension (Municipal) Act. Employees who retire from service with the Employer and who are not eligible for payments from the Municipal Superannuation Fund shall be paid one (1) week's pay for each year of service with the Employer, as a retirement gratuity at the time of retirement. The rate of pay used shall be the current rate of pay at the time of retirement.

Employees who were not enrolled in the Municipal Superannuation Plan throughout their employment shall be entitled to the allowance set out above for those years they were not enrolled.

21.01 - Pension (continued)

Part-Time Employees shall be allowed to enrol in the Municipal Superannuation Plan at their option.

21.02 - Health and Welfare Benefits

Group insurance coverage shall be provided for all Employees, as follows:

- (1) Medical Services Plan;
- (2) Extended Health Benefits; eyeglass option will be to a maximum of \$250.00 (effective January 1, 1994); Unlimited Medical Coverage out of province/country ;
- (3) group life insurance of \$50,000 per person;
- (4) Dental Plan; Part A - 80%, Part B - 50%; Part C - at 50% Coverage - \$2,500 lifetime limit (effective July 1, 1995);

21.03 - Cost Sharing for Employee Benefits

The costs of providing the Employee benefits as itemized in Section 21.02 shall be shared between the Employer and the Employee with the Employer to pay 75% of the premiums and the Employee to pay 25% of the premiums, and any experience rebates are to be divided in the same proportion as is being used for the payment of premiums.

21.04 - Supplementation of Compensation Award

- (1) An Employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, and receiving lost-time compensation shall be paid utilizing the principle of no loss, no gain. Specifically, an employee will be paid their net take-home pay, excluding overtime that they would have normally received prior to their injury.
- (2) Employees who are off on WCB in excess of six (6) continuous months shall have their holiday and sick leave entitlements prorated based on the actual time worked.
- (3) Where possible Modified Work or Alternate Employment should be assigned to Employees who, though unable (as a result of a compensable illness or injury) to perform the full range of duties, are able to attend work and make a meaningful contribution.

21.05 - Legislation

If the premium paid by the Employer for any Employee benefit is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the Employee, as may be mutually agreed between the parties, or shall be passed on to the Employees in the form of increased wage or salary rates or in the form of other benefits.

21.06 - Death Benefits

All benefits earned or accruing from the Employee's period of employment with the Employer shall, in the event of his death, be paid to his estate.

ARTICLE XXII SAFETY AND HEALTH

22.01 - Cooperation on Safety

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

22.02 - Union-Employer Accident Prevention

A Safety Committee shall be established in accordance with Workers' Compensation Board Regulations and where possible, shall be comprised of equal representation of the Union and the Employer.

22.03 - Meetings of Committee

The Safety Committee shall hold meetings at least once a month or more often as requested by the Union or by the Employer; and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meeting. Minutes of all Safety Committee meetings shall be kept, and copies of such minutes shall be sent to the Employer, the Union and the Workers' Compensation Board.

22.04 - Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools other than those they are expected to have for their trade, safety equipment, and protective clothing when needed.

22.05 - Investigation of Accidents

The Safety Committee shall be notified immediately of the details of each reportable accident or injury. Upon the request of the Employer or the Union, the Safety Committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.

22.06 - Pay for Injured Employees

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

22.07 - Transportation of Accident Victims

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

22.08 - Video Display Terminals

When Employees are required to monitor video display terminals ("VDT") which use cathode ray tubes, then:

- (1) when an Employee's daily work time requires monitoring such video display terminals, such Employees shall have their eyes examined by an ophthalmologist of the Employee's choice prior to initial assignment to VDT equipment and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance;
- (2) pregnant Employees who are required to operate VDT's which use cathode ray tubes, who choose not to continue operating VDT's during pregnancy may elect one of the following options:
 - (a) request a reassignment to work in the same or lower classification if available and the individual is qualified to perform such work. The rate of pay shall be at the reassigned classification;
 - (b) request a leave of absence without pay during the duration of the pregnancy. Employees wishing to maintain any of the benefits in Section 21.02 shall pay the full premium costs;
- (3) the Employer shall ensure that new equipment shall meet radiation emission standards established by the Ministry of Labour;
- (4) the Health and Safety Committee shall review and make recommendations to ensure that standards recommended by the Ministry of Labour, Occupational Environment Branch are being met.

22.09 - Disclosure of Information

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

ARTICLE XXIII TECHNOLOGICAL CHANGE

23.01 - General Provisions re Technological Change

Disputes between the Employer and the Union arising in regard to technological change shall be resolved by arbitration without work stoppage.

23.02 - Displacement

There shall be no change in wage or salary rates during the training period of such Employee. Upon successful completion of the training program, the Employee shall receive the wage/salary for that new position to which he is reassigned. If the Employee is unable to adjust to the new methods of operation or equipment after the training program, he will be given the opportunity to fill other positions in accordance with Section 13.01.

23.03 - Layoff Due to Technological Change

In the event the Employer should introduce new methods or machines which require new or greater skills than are currently possessed by Employees, such Employees shall, at the expense of the Employer, be given a maximum training period not to exceed six (6) months during which to perfect the required skills necessitated by the new methods of operation. Employees who are laid off due to technological changes shall be entitled to one and one-half (1.5) week's pay for each year of continuous service in lieu of any other notice or benefit to which he may be entitled. There shall be a maximum payment of six (6) month's pay to an employee under this provision.

23.04 - Significant Technological Change

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

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

A technological change committee shall be established, comprised of two representatives of the Employer and the Union, to discuss and attempt to resolve the introduction of technological change and its anticipated impact so that problems and negative consequences can be avoided.

If the matter cannot be resolved, either party may refer it to an Arbitration Board pursuant to Article VIII.

23.05 - Arbitration Board Decisions on Technological Change

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 introduced or intends to introduce a technological change the Arbitration Board may make any one or more of the following orders:

- (1) 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;
- (2) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considered appropriate;

23.05 - Arbitration Board Decisions on Technological Change (continued)

- 3) that the Employer reinstate any Employee displaced by reason of the technological change;
- (4) that the Employer pay to that Employee such compensation in respect of his displacement as the Arbitration Board considers reasonable;
- (5) that the matter be referred to the Labour Relations Board;

and an order made under this Section is binding on all persons bound by this Collective Agreement.

**ARTICLE XXIV
JOB SECURITY**

24.01 - Contracting Out

The Employer agrees that Full-Time Employees shall not be laid off as a result of contracting out work or services.

**ARTICLE XXV
UNIFORM AND CLOTHING ALLOWANCES**

25.01 - Clothing/Equipment to be Provided

- (1) The Employer agrees to provide safety clothing and equipment, except personal safety footwear, required by the Workers' Compensation Board. The Employer shall issue protective clothing where mutually deemed to be required by the Union and the Employer. Where the Employer provides clothing the Employees, the provisions include the cleaning of same..
- (2) Journeymen Mechanics, Mechanic Foremen, Foreman I - Patching and Patch Truck Operators shall continue receiving workboots as per past practice.

**ARTICLE XXVI
GENERAL CONDITIONS**

26.01 Proper Accommodation

Proper accommodation shall be provided for Employees to have their meals and keep and change their clothes.

26.02 - Bulletin Boards

The Employer shall provide space for the Union to install bulletin boards so that all Employees will have access to them. The Union shall have the right to post notices of meetings and other such information of interest to the Employees. The design and construction of the bulletin boards must first be approved by the Employer.

26.03 - Allowance for Tools

Employees required to furnish their own tools in the performance of their duties shall; upon proving the tool was broken as a result of his duties, have same replaced by one of equal quality and value by the Employer.

26.04 - Fire and Theft Insurance

The Employer shall provide fire and theft insurance or otherwise provide coverage for the tools and equipment, excluding motor vehicles, owned by the Employees and required by the Employer in the performance of their duties.

26.05 - Indemnity Insurance

The Employer shall post in a prominent position, a meaningful description of the present indemnity coverage for the Employees to see and understand.

26.06 - Plural or Feminine Terms may Apply

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

26.07 - Attachments to Agreement

All addenda, appendices, schedules or other attachments to this Agreement which have been signed and dated by the authorized representatives of the Employer and of the Union shall form part of this Agreement.

26.08 - Extension of Times

Wherever a stipulated time is mentioned in this Agreement, the said time may be extended by mutual consent of both parties.

26.09 - Sexual Harassment

All personnel have the right to work without sexual harassment. Any complaint alleging sexual harassment will be handled in accordance with the joint Employer/Union Sexual Harassment Policy. Such joint policy cannot be changed or altered without mutual agreement of the parties.

26.10 - Essential Services

In the event of a Labour Dispute, unless the Employer has issued a Notice of Lockout, the following classifications are deemed Essential Services and the Employees in these classifications will continue to perform their responsibilities to the same standard as they did prior to the labour dispute:

Prisoner Guard
Prisoner Matron
Exhibits Custodian
Jail Supervisor
Reader
Court Liaison Officer

ARTICLE XXVII **TERM OF AGREEMENT**

27.01- Duration

This Agreement shall be for the period January 1, 1999, to and including December 31, 2001, and from year to year thereafter subject to the right of either party to the Agreement at any time within four (4) months immediately preceding the date of the expiry of this Agreement or immediately preceding the last day of December in any year thereafter, by written notice to require the other party to the Agreement to commence collective bargaining.

27.02 - Continuation

Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect until:

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

whichever is the earliest.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above-written.

The corporate seal of the)
Employer, DISTRICT OF CHILLIWACK,)
was hereunto affixed in the)
presence of its duly authorized)
officers:)
)
)
)
)
)
)
_____)
Mayor)
)
)
)
_____)
Clerk)

C/S

The corporate seal of the Union,)
CANADIAN UNION OF PUBLIC)
EMPLOYEES, LOCAL 458, was here-)
unto affixed in the presence of)
its duly authorized officers:)
)
)
)
)
)
)
_____)
President)
)
)
)
_____)
Secretary)

C/S

PUBLIC WORKS EQUIPMENT

Equipment in Each Classification

<u>Position</u>	<u>Equipment in Each Classification</u>
Labourer (Part Time)	
Labourer II	Pick-up Trucks, Vans
Public Works Utility I	Roller, Compacter, Power Saws, Lawn Mowers, Weed Eaters, Chipper
Public Works Utility II	One Ton Service Trucks
Public Works Utility III	Sign Maintenance Worker, Flush Truck Assistant, Single Axle Dump Truck, Rakerman, Levelman, Patch Truck
Public Works Utility IV	Tandem Dump Truck, Seven Gang Mower, 16 Foot Rotary Mower, Three Gang Reel Mower, Trackless Mower, Tractors, Parks Sweeper
Public Works Utility V	Crane Truck, Backhoe, Dozer, Foreman I-Patching, TW5 Tractor, Compressor/Jackhammer
Public Works Utility VI	Excavator, Grader, Flush Truck Street Sweeper, Gradall, Loader

OUTSIDE RATES OF PAY

Schedule 'A'

Position	July 1, 1999 – 1%		January 1, 2000 – 1%		January 1, 2001 – 1%	
	85%	100%	85%	100%	85%	100%
Building Service Worker (w/o ticket)	14.600	17.177	14.747	17.349	14.894	17.522
Labourer I (part-time)	14.623	17.204	14.770	17.376	14.918	17.550
Traffic Warden	14.623	17.204	14.770	17.376	14.918	17.550
Building Service Worker (with ticket)	14.912	17.543	15.060	17.718	15.211	17.895
Labourer II	14.934	17.569	15.083	17.745	15.234	17.922
Prisoner Guard	15.188	17.868	15.340	18.047	15.493	18.227
Public Works Utility I	15.211	17.895	15.363	18.074	15.517	18.255
Public Works Utility II	15.518	18.257	15.674	18.440	15.830	18.624
Parks Worker	15.518	18.257	15.674	18.440	15.830	18.624
Iceman I	15.518	18.257	15.674	18.440	15.830	18.624
Wastewater Pollution Control Op. I	15.774	18.558	15.932	18.744	16.091	18.931
Exhibits Custodian	15.931	18.742	16.090	18.929	16.250	19.118
Firearms Information Officer	15.931	18.742	16.090	18.929	16.250	19.118
Public Works Utility III	16.099	18.940	16.260	19.129	16.422	19.320
Meter Reader	16.099	18.940	16.260	19.129	16.422	19.320
Iceman II	16.099	18.940	16.260	19.129	16.422	19.320
Public Works Utility IV	16.389	19.281	16.553	19.474	16.719	19.669
Iceman III	16.389	19.281	16.553	19.474	16.719	19.669
Parks Utilityman	16.389	19.281	16.553	19.474	16.719	19.669
Storeman/Clerk	16.775	19.735	16.942	19.932	17.111	20.131
Public Works Utility V	16.973	19.968	17.143	20.168	17.315	20.370
Jail Supervisor	16.973	19.968	17.143	20.168	17.315	20.370
Tradesman	17.372	20.438	17.546	20.642	17.721	20.848
Public Works Utility VI	17.570	20.670	17.745	20.877	17.923	21.086
Utilityman	17.570	20.670	17.745	20.877	17.923	21.086
Facility Supervisor	17.643	20.756	17.819	20.964	17.998	21.174
Wastewater Pollution Control Op. II	18.035	21.218	18.216	21.430	18.397	21.644
Journeyman Gardener	18.035	21.218	18.216	21.430	18.397	21.644
Journeyman Mechanic	18.759	22.069	18.947	22.290	19.136	22.513
Utility Man III	18.782	22.096	18.969	22.317	19.159	22.540
Foreman II - Parks	18.782	22.096	18.969	22.317	19.159	22.540
Instrumentman	18.782	22.096	18.969	22.317	19.159	22.540
Storeman/Buyer	19.137	22.514	19.328	22.739	19.521	22.966
Public Works/Foreman II	19.403	22.827	19.597	23.055	19.793	23.286
Arenas Supervisor	19.403	22.827	19.597	23.055	19.793	23.286
Public Works Foreman III	20.373	23.968	20.577	24.208	20.783	24.450
Utility Mechanical Foreman III	20.373	23.968	20.577	24.208	20.783	24.450
Utility Underground Foreman III	20.373	23.968	20.577	24.208	20.783	24.450
Mechanic Foreman	21.389	25.164	21.604	25.416	21.820	25.670

Utility Man Certification Mechanic Tool Rate .12/hr Leadhand rate .65/hr
 CL I .25/hr First Aid - Level II Ticket .40/hr
 CL II .25/hr

**SCHEDULE "B" to the Collective Agreement between
DISTRICT OF CHILLIWACK and CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 458**

EMPLOYEE GROUPINGS EFFECTIVE DATE OF SIGNING

<u>PAY GROUP</u>	<u>POSITIONS</u>
1	Clerk Typist II; Records Clerk I; Switchboard/Receptionist; Traffic Clerk; Accounting Clerk I
2	Property Records Clerk; Bylaw Records Clerk; Building Records Clerk; Correspondence Records Clerk; Recreation Clerk; Public Works Clerk I
3	Records Clerk II; Clerk Typist III
4	Secretary - Development; Secretary - Corporate Services; Secretary - Engineering; Accounting Clerk II; Licence Co-ordinator
5	Accounting Clerk III; Draftsman II; Court Liaison; Recreation Clerk II
6	Plan Checker I
7	Accounting Clerk IV
8	Traffic Technician; Bylaw Enforcement Officer; G.I.S. Technician; Reader
9	Inspection Technician
10	Environmental Services Technician; Chief Bylaw Enforcement Officer; G.I.S. Programmer
11	Planning Technician; Engineer Inspector
12	Building Inspector
13	Senior Roads Technician; Senior Planning Technician; Senior Utilities Technician; Senior Development Technician; Programmer Analyst; G.I.S. Supervisor; Senior Plan Checker
14	Policy Planner;
15	Supervisor, Roads, Transportation, Drainage & Dyking

INSIDE RATES OF PAY

Schedule 'B-1'

Pay Group	July 1, 1999 – 1%		January 1, 2000 – 1%		January 1, 2001 – 1%	
	85%	100%	85%	100%	85%	100%
1	14.623	17.204	14.770	17.376	14.918	17.550
2	15.271	17.966	15.424	18.146	15.578	18.327
3	16.207	19.067	16.369	19.258	16.533	19.451
4	16.850	19.824	17.019	20.022	17.189	20.222
5	17.742	20.873	17.920	21.082	18.099	21.293
6	18.198	21.409	18.380	21.623	18.563	21.839
7	18.639	21.928	18.825	22.147	19.013	22.368
8	19.350	22.765	19.544	22.993	19.740	23.223
9	19.962	23.485	20.162	23.720	20.363	23.957
10	20.590	24.223	20.795	24.465	21.004	24.710
11	21.389	25.164	21.604	25.416	21.820	25.670
12	22.420	26.377	22.645	26.641	22.871	26.907
13	23.498	27.645	23.733	27.921	23.970	28.200
14	24.183	28.450	24.425	28.735	24.669	29.022
15	26.436	31.101	26.700	31.412	26.967	31.726

PART TIME RECREATION EMPLOYEES Schedule 'C'

Position Title	July 1, 1999 – 1%	January 1, 2000 – 1%	January 1, 2001 – 1%
Program Leader	13.305	13.438	13.572
Cashier	11.360	11.474	11.589
Skate Patroller	11.058	11.169	11.281
Caretaker	12.728	12.855	12.984
Parks Attendant	11.209	11.321	11.434

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