

1999 - 2001

COLLECTIVE

AGREEMENT

between

**THE CORPORATION OF THE CITY OF PORT
COQUITLAM**

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 498



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This AGREEMENT effective of and from this 1st day of January, A.D., 1999

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COQUITLAM

(Hereinafter called the "employer")

PARTY OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498

Chartered by the Canadian Union of Public Employees
and affiliated with the Canadian Labour Congress

(Hereinafter called the "union")

PARTY OF THE SECOND PART

ARTICLE 1 - PREAMBLE

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

- 1.1 To maintain and improve the harmonious relations and settle conditions of employment between the employer and the union.
- 1.2 To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 1.3 To encourage efficiency in operation.
- 1.4 To promote the morale, well-being and security of all the 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,

NOW THEREFORE, the parties agree as follows:

ARTICLE 2- DEFINITIONS

- 2.1 "Employee" shall mean a person who is an "employee" as defined in the Labour Code of British Columbia.
- 2.2 "Probationary Employee" shall mean a person serving an initial trial period of four (4) calendar months, from date of hire, to determine suitability for employment as a "regular employee."
- 2.3 "Regular Employee" shall mean an employee, full and part-time who has successfully completed the probationary period and who is employed on a regular basis.
- 2.4 "Regular and Probationary Employees" shall be entitled, except as otherwise provided herein, to all benefits provided by the Collective Agreement, from date of hire.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

The employer recognizes the Canadian Union of Public Employees, Local No. 498, as the sole and exclusive collective bargaining agency for all of its employees save and except the incumbents of those classifications listed below:

Administration Clerk
Administrative Assistant to the Mayor & City Administrator
Area Recreation Manager
Assistant City Engineer
Assistant Operations Manager
Budget Officer
City Administrator
City Clerk
City Engineer
Deputy Administrator/City Treasurer
Deputy City Engineer
Deputy Director of Parks & Recreation
Deputy Treasurer/Finance
Director of Corporate Services
Director of Development Services
Director of Human Resources
Director of Parks & Recreation
Human Resources Assistant
Human Resources Advisors
Manager of Bylaw and Legislative Services/Deputy City Clerk
Manager of Projects and Planning
Manager of Revenue and Collections
Operations Manager
Manager of Parks & Services
Purchasing Manager
Senior Project Engineer
Senior Human Resources Advisor
Senior Manager Building Permits & Inspections
Vector Control Officer

and those excluded by the Labour Code of British Columbia and hereby consents and agrees to negotiate with the union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

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

ARTICLE 4 - EMPLOYER'S RIGHTS

The management and the operation of, and the direction of the working force is vested exclusively in the employer provided however that this authority will not be used for purposes of discrimination against it's employees.

ARTICLE 5 - UNION SECURITY

- 5.1 The employer, at the time of hiring, shall make the successful applicant aware of the existence of the Collective Agreement and the conditions of employment contained therein.
- 5.2 All employees of the employer, as a condition of continuing employment, shall become and remain members in good standing of the union, according to the Constitution and Bylaws of the union. All future employees of the employer shall, as a condition of continued employment, become and remain members in good standing in the union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

The employer agrees to the check-off of all union dues, fees and 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 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 assessments and shall forward to the union the total of such amounts deducted together with a list of those employees from whom such deductions were made, such deductions to be remitted to the union treasurer not later than the fifteenth (15th) day of the following month.

ARTICLE 7 - LABOUR MANAGEMENT RELATIONS

7.1 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.

7.2 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than six (6) members of the employer, as appointees of the employer, and not more than six (6) members of the union, as appointees of the union. The union will advise the employer of the union nominees to the committee.

7.3 Labour Management Committee

A Labour Management Committee shall be established for the purpose of developing and maintaining an effective channel of communication between the City and the union. The Labour Management Committee shall be comprised of a minimum of two (2) and a maximum of four (4) members to be appointed by the City and a minimum of two (2) and a maximum of four (4) members to be appointed by the union. Appointments from each side will be determined by a number of factors including subject matter being discussed, availability, operational requirements.

7.4 Representative of Canadian Union

- (a) 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.

- (b) Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the union in advance of the purpose of the interview in order that a shop steward or other union representative may be present at the interview. In a disciplinary interview, no employee shall be required to answer to charges without a union representative present.

7.5 Meeting of Committee

In the event either party wishes to call a meeting of the committee, the meeting shall be held at a time and place fixed by mutual agreement. Such meeting must be held not later than seven (7) calendar days after the request has been given, provided however, that such time limit may be extended by mutual consent of the parties.

7.6 Time Off For Meeting

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

7.7 Sexual Harassment

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's job performance, or workplace relationships or endangers an employee's employment status or potential. Any dispute of the definition of sexual harassment that may arise shall be discussed through the Labour Management Committee. Unresolved complaints and disputes shall be processed through the grievance procedure commencing at 8.3.

ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION

Should any difference arise between the persons bound by this agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question governing the dismissal or suspension of an employee bound by the agreement, and including any question as to whether any matter is arbitrable, there shall be no stoppage of work on account of such difference and an earnest effort shall be made to settle the difference in the following manner:

- 8.1** The grievance shall be stated in writing, and shall state that the matter is a grievance in accordance with this Article and shall be submitted to the Department Head concerned within thirty (30) calendar days of the date of the incident giving rise to the grievance, or within thirty (30) calendar days of becoming aware of the incident, but in no case exceeding ninety (90) calendar days from the date of the incident.

- 8.2** The Department Head shall make a written decision on the grievance within thirty (30) days. Within thirty (30) days of receipt of the Department Head's written response, the union may choose to invoke 8.3.
- 8.3** Within thirty (30) calendar days of 8.3 being invoked the grievance shall be discussed between a grievance committee of three (3) representatives of the employer and a grievance committee of three (3) representatives of the union. The aggrieved employee and the Department Head may attend as witnesses. The decision of the employer's grievance committee shall be in writing within fourteen (14) calendar days of the meeting. If the union does not accept the decision of the Employer's Committee, they may invoke 8.4 of this Article within thirty (30) calendar days of receipt of the decision.
- 8.4** 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 fourteen (14) days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavor 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.
- 8.5** Within fourteen (14) 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 persons bound by this Agreement.
- 8.6** 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.
- 8.7** Failure of the union to adhere to the time requirements in this Article shall result in the abandonment of the grievance on a without prejudice basis. Failure of the employer to adhere to the time requirements shall result in the grievance being resolved in favour of the union, without prejudice.
- 8.8** Whenever a stipulated time is mentioned in sub-section (8.1), (8.2), (8.3), (8.4) or (8.5) herein, the said time may be extended by mutual written consent of the parties.

ARTICLE 9 - SENIORITY

9.1 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, and recall. Seniority shall operate on a bargaining-unit-wide basis.

9.2 Seniority List

- (a) The employer shall maintain a seniority list showing the date upon which an employee's service commenced. Any employee may request information from the employer relative to his own seniority. Upon request, any officer of the union shall be supplied with a copy of the seniority list, and/or the necessary information relative to seniority and rates of pay of any employee, or groups of employees, covered by this Agreement.
- (b) The employer agrees to notify the union, in writing, when an employee covered by this agreement is hired, promoted, demoted, transferred, laid off, recalled, resigns, is suspended or is terminated. The union shall be notified in writing of all applicants and the successful applicant to every vacancy or new position.

9.3 Calculation of Seniority

- (a) Seniority shall be established on the basis of an employee's service with the employer, calculated from the date upon which the employee commenced employment with the employer.
- (b) Regular Employee (Part-Time)
 - (i) Seniority shall be established on the basis of an employee's service with the employer, calculated from the date upon which the employee commenced employment with the employer. Seniority shall be calculated on the accumulated hours worked.
 - (ii) That when a position held by a regular part-time employee is increased in hours it shall not become a new position and that when a part-time position is increased in hours the incumbent shall accept the position of the total hours, or the job shall be posted. Also, where there is an increase in hours or personnel which created an upgrading to a higher classification, the position shall be posted.

9.4 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of four (4) calendar months from date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge. The employment of such employees may be terminated any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of hire.

Notwithstanding provision contained in this clause, regular part-time employees are required to put in the equivalent in hours of a regular full-time employee with respect to the probationary period.

9.5 Retention of Seniority

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

- (a) Employees who are laid off after one (1) month but less than one (1) year's service shall retain seniority for a period of nine (9) months.
- (b) Employees who are laid off after one (1) year's service shall retain their seniority for a period equal to their length of service to a maximum of three (3) years.
- (c) Absence due to a bona-fide sickness, provided such sickness is attested to by a qualified medical practitioner.
- (d) Authorized leave of absence.
- (e) Employees who serve in Her Majesty's Armed Forces, in times of a national emergency after employment by the employer, shall be considered as having leave of absence, and shall retain their seniority rights; and shall continue to accumulate seniority, provided such seniority rights are asserted within ninety (90) days of honorable discharge.

9.6 Loss of Seniority

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

An employee shall only lose his seniority in the event:

- (a) He is discharged for just cause and is not re-instated.

- (b) He resigns.
- (c) He is absent from work in excess of five (5) working days without sufficient cause or without notifying the employer, unless such notice was not reasonably possible.
- (d) He fails to return to work in compliance with Article 11.7 (c).
- (e) He is laid off for a period longer than that which is specified in Article 9.5 (a) and (b).

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.1 Job Postings

When a vacancy occurs or a new position is created, the employer shall notify the union in writing and post notice of the position in the employer's offices, lunch rooms, shops and on bulletin boards for a minimum of one (1) week in order that all members will know about the position and be able to make written application therefor.

Schedule "C" part-time employees are not permitted to bid into Schedule "A" and "B" positions for a period of seven calendar months from initial date of hire with the employer, or until completion of the probation period, as outlined in Article 9.4, whichever occurs first.

It is agreed that after such a notification and posting has taken place vacant positions may be filled on a temporary basis for a period not exceeding twenty (20) working days prior to a permanent appointment being made; said twenty (20) working days being calculated from the date upon which the notification and posting occurred.

Vacancies due to sick leave or vacation of an employee that extend beyond three (3) months, to be posted as temporary positions, unless the union is advised and agrees otherwise.

10.2 Information in Posting

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary range. Postings of temporary positions, in addition to the above information, shall include expected duration of the temporary position.

10.3 No Outside Advertising

No outside advertisement for additional employees shall be made until present employees have had first opportunity to apply.

10.4 Recognition of Seniority

Both parties recognize:

- (a) The principle of promotion within the service of the employer.
- (b) That job opportunity should increase in proportion to length of service.

10.5 Method of Making Appointments

Therefore, in making staff changes, transfers, or promotions, appointments shall be made of the applicant with the greatest seniority, and having the necessary ability, knowledge and qualifications as set out in the applicable mutually agreed upon training programs.

10.6 Temporary Transfers

- (a) Employees who accept a job opportunity posting for a time-stated temporary position, as detailed in the Job Opportunity Bulletin, will not be entitled to be awarded any other temporary position until completion of the time-stated temporary position, unless operationally required.
- (b) Temporary short-term transfers in Schedule "A" made without job opportunity postings, for reasons such as sick leave replacements, shall be made from employees working on the same shift, within the same department and division, and working out of the same geographic location, for up to five (5) days. The employer will attempt to give priority to the most senior qualified employee for the higher rated position.

10.7 Trial Period

An applicant who has received his appointment under the provisions of this Article shall be on trial in his new position for a period of two (2) months. Should his service have been satisfactory during that time his appointment shall automatically become permanent immediately after the expiration of the two (2) month trial period. Should the successful applicant have proven unsatisfactory in the position during the aforementioned trial period he shall be so advised by the employer prior to the expiration of the two (2) month trial period and shall be returned to his former position at his former wage or salary without loss of seniority. Similarly, if the employee finds himself unable to perform the full time position he shall so inform the employer prior to the expiration of the two (2) month trial period and he shall then be returned to his former position at his former wage or salary without loss of seniority. Any other employee promoted or transferred or whose duties were otherwise altered because of the rearrangement of positions shall also be returned to his former position at his former wage or salary without loss of seniority.

During the trial period, there will be a written evaluation by the supervisor.

Notwithstanding provision contained in this clause regular part-time employees are required to put in the equivalent in hours of a regular full-time employee with respect to the trial period. However, in no instance shall a trial period exceed nine (9) calendar months, excluding any periods of lay-off.

It is further understood that should circumstances arise that would necessitate an extension of the trial period, same shall be extended upon mutual agreement between the employer and the Union Bargaining Committee.

ARTICLE 11 - LAYOFF AND RECALL

11.1 Definition

A layoff shall be defined as a reduction in the work force for a variety of reasons (including declaring the position redundant) or a reduction in the regular hours of work as defined in this Agreement.

11.2 Role of Seniority

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority.

11.3 Notice of Layoff

The employer shall notify employees who are to be laid off fourteen (14) calendar days prior to the effective date of layoff.

If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available. In the case of Schedule "C" - Part Time Employees, payment in lieu of notice shall be pro-rated to their normal hours of work in the applicable time period.

11.4 Bumping

An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is capable of performing the work of the employee with less seniority. The right to bump shall include the right to bump up only where the layoff is due to the position being declared redundant.

11.5 Notice to Employer of Bumping

An employee shall advise the employer of their intention to bump within five (5) working days of receipt of notice of layoff.

11.6 Notice to Employee of Bumping Rights

Within five (5) working days of receipt of intention to bump, the employer shall advise the employee and the union in writing of the names and classifications of individuals with less seniority who may be bumped. Persons so bumped shall be able to bump in accordance with their seniority providing they have the necessary ability, knowledge and skill to perform the work.

11.7 Recall Procedure

- (a) Employees shall be recalled in the order of their seniority, providing they have the necessary ability, knowledge and skill to perform the work.
- (b) A laid off employee may apply for a posted position.
- (c) Employees who are recalled and who fail to return to work within seven (7) calendar days after being notified by registered mail to do so, shall be considered out of the service and shall forfeit all seniority rights, unless through sickness or any other just cause agreed upon by the employer and the union. It shall be the responsibility of the employee to keep the employer informed of his/her current address.
- (d) In the event of layoffs, the employer agrees that it will offer employment to employees affected by layoffs, prior to engaging any new employees for similar work. Where an employee is recalled within the time limit specified in Article 9.5 (a) and (b), he/she shall be credited with previous service in connection with seniority, this determining length of service in connection with vacations and other benefits based on length of service.
- (e) In the event of an emergency, the employer may recall a laid off employee for a period of less than two (2) weeks, provided the employee is available and is informed at the time of the recall that this is an emergency situation and that layoff notice is waived. In no case shall an employee be so informed if the employer is aware that the employee shall be required to work for a period in excess of two (2) weeks.
- (f) In the event that the employer needs short term (maximum of two (2) weeks) sick leave or WCB replacement(s), the employer shall offer such short term work to laid off employees by seniority providing they have the necessary ability, knowledge and skill to perform the work.

11.8 Application to Schedules "A" and "C"

Notwithstanding the above, the parties agree with respect to the positions of Schedule "C" Part Time Employees, and Schedule "A" Labourer to the following:

- (a) Employees hired after January 1, 1984 in the above noted positions are subject to temporary layoff and such layoff shall be effective by laying off the least senior employee in these positions. Said employees shall retain their rights to recall as set out in Article 11 but shall not be able to bump.
- (b) Those hired prior to January 1, 1984 shall have the opportunity to bump into other positions in accordance with this Article. Those persons not exercising bumping rights shall be laid off and retain recall rights.

11.9 Grievances

All grievances arising under this Article shall commence at the Committee stage. Any arbitration shall be expedited.

ARTICLE 12 - HOURS OF WORK

12.1 SCHEDULE "A"

(a) Public Works and Parks

Schedule "A" employees in the Public Works and Parks Department shall work eight (8) hours per day, and forty (40) hours per week, Monday to Friday, inclusive between the hours of 7:00 a.m. and 5:00 p.m. These hours shall constitute day shift.

Employees in these departments shall be entitled to an unpaid thirty (30) minute lunch break. A paid fifteen (15) consecutive minute rest break shall be provided in both the first and second half of a shift.

(b) Public Works and Parks - Exceptions

Employees in the position of Truck Driver I in the Parks and Recreation Department may have a work week of other than Monday to Friday, and may work four (4) ten (10) hour days per week, or five (5) eight (8) hour days per week, between the hours of 9:00 a.m. and 7:00 p.m. These hours shall constitute the day shift.

Employees working a ten (10) hour shift shall be entitled to a paid thirty (30) minute lunch break. Employees on an eight (8) hour day shall have an unpaid thirty (30) minute lunch break. A fifteen (15) consecutive minute rest break shall be provided in both the first and second half of a shift. When the scheduled shift provides for a paid lunch break, the employee is required to remain available for duty during the break.

(c) **Public Works - Construction Crew**

See Letter of Understanding - dated August 22, 1992

(d) **Recreation Department (Full-Time)**

Schedule "A" employees in the City's Recreation Department may have a work week other than Monday to Friday inclusive. These employees may work four ten (10) hour days per payroll week on any four (4) days, with three (3) days of rest in each payroll week, of which a minimum of two (2) days must be consecutive; or five eight (8) hour days per payroll week, on any five (5) consecutive days with two (2) consecutive days of rest in each payroll week.

Schedule "A" employees working ten (10) hour shifts in the City's Recreation department shall be entitled to a paid thirty (30) minute lunch break. Employees in this Department on an eight (8) hour day shall have an unpaid thirty (30) minute lunch break. A fifteen (15) consecutive minute rest break shall be provided for these employees in both the first and second half of a shift. When the scheduled shift provides for a paid lunch break the employee is required to remain in the building and available for duty during the break.

Those employees who work ten (10) hour shifts shall have the hours between 6:00 a.m. and 6:00 p.m. constitute day shift. While those employees working eight (8) hour shifts shall have the hours between 7:00 a.m. and 5:00 p.m. constitute day shift.

12.2 SCHEDULE "B"

(a) **Inside Staff - Full Time**

The hours of work for Schedule "B" employees shall be seven (7) hours per day and thirty-five (35) hours per week Monday to Friday, inclusive, between the hours of 8:00 a.m. and 5:00 p.m. These hours shall constitute day shift. Schedule "B" employees shall be entitled to an unpaid one (1) hour lunch break. A paid fifteen (15) minute consecutive rest break shall be provided in both the first and second half of the shift.

(b) **Inside Staff - Full Time - Exceptions**

Exceptions to these hours of work, and other entitlements in this Article, are made for the following positions:

Schedule "B" position classification of, Recreation Program Coordinator, Janitor, and Bylaw Officers shall work seven (7) hours per day and thirty-five (35) hours per week, but may have a work day other than 8:00 a.m. to 5:00 p.m., and a work week other than Monday to Friday, inclusive.

Employees in these positions may be required to work any five (5) consecutive days (excluding Sunday for Bylaw Officers) followed by two (2) consecutive days of rest. When changes to the work week schedule are necessary, see 12.9 of the Article if regular rest day(s) are lost.

Schedule "B" position(s) of Engineering Operations Clerk work the hours outlined in Schedule "A" in 12.1(a).

Schedule "B" positions of Storekeeper and Assistant Storekeeper, may work either the hours as outlined in this Section or, seven (7) hours per day and thirty-five (35) hours per week Monday to Friday inclusive, between the hours of 7:00 a.m. and 5:00 p.m., without entitlement to shift pay.

(c) Inside Staff - Part Time

The hours of work for Schedule "B" part time employees shall be a maximum of seven (7) hours per day and thirty-five (35) hours per week Monday to Friday, inclusive, between the hours of 8:00 a.m. and 5:00 p.m. These hours shall constitute day shift. Part Time Schedule "B" employees shall be entitled to break periods as outlined in Article 12.4.

(d) Inside Staff - On Call

On call employees work in Schedule "B" only. They are scheduled to work a minimum of four (4) hours per day, during the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday, inclusive. Refer to Article 12.4 for break periods.

12.3 SCHEDULE "C" - RECREATION

(a) Recreation Department - Full Time

Schedule "C" full time employees shall work a maximum of eight (8) hours per day and forty (40) hours per week on any five (5) consecutive days, followed by two (2) consecutive days of rest. For purposes of establishing shift pay, the hours between 6:00 a.m. and 6:00 p.m. shall constitute day shift. When changes to the work week schedule are necessary, see Article 12.9 of this Article if regular rest day(s) are lost.

These employees shall be entitled to an unpaid thirty (30) minute lunch break. A paid fifteen (15) consecutive minute rest break shall be provided in both the first and second half of a shift.

(b) Aquatic Division - Full Time - Exceptions

During the months of May to September, full time Schedule "C" Aquatic employees may be required to work four ten (10) hour shifts per week, as outlined in 12.1(d) of this Article. For purposes of establishing shift pay, the hours between 6:00 a.m. and 6:00 p.m. shall constitute day shift.

(c) Recreation Department - Part Time

Schedule "C" part time employees shall work a maximum of eight (8) hours per day and forty (40) hours per week with a minimum of four (4) days of rest provided within the fourteen (14) day bi-weekly pay period.

12.4 PART TIME EMPLOYEES BREAK PERIODS

Schedule "B" and "C" part time employees shall be entitled to break periods in accordance with the number of hours worked as follows:

<u>Regular Hours Worked</u>	<u>Break Periods</u>
Less than five (5)	One fifteen (15) minute break
Five (5) to six (6)	One fifteen (15) minute break and a one (1) hour unpaid meal break
Six (6) or more hours	Two fifteen (15) minute breaks and a one (1) hour unpaid meal break

12.5 MINIMUM HOURS OF 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.

Part time Schedule "C" employees may, with their supervisor's permission, choose to leave before the completion of four (4) hours and be paid for the actual number of hours worked.

12.6 OVERTIME AND CALL-OUT PROVISIONS

(a) Maximum Regular Hours

Schedule "A" and "C" employees working less than eight (8) hours per day, or ten (10) hours per day for employees working 4 X 10 hour days per week, and Schedule "B" employees working less than seven (7) hours per day, shall be paid at straight time rates for all hours worked up to eight (8), ten (10) and seven (7) hours respectively, then overtime rates shall prevail.

(b) Authorization and Assignment

Employees shall be paid overtime, provided same is first authorized by the Employer. Overtime work shall be divided equally among the employees in the unit who are willing and capable to perform the work that is available.

(c) Rest Period Following Overtime or Call-Out

- (i) Except as outlined in sub-section (ii) and (iii), employees working overtime or call-out which ends within eight (8) hours of their next regularly scheduled shift shall receive eight (8) consecutive hours time off without loss of pay.
- (ii) Employees on call-out shall receive eight (8) consecutive hours time off without loss of pay unless the call-out commenced three (3) hours or less from the start time of their regularly scheduled shift.
- (iii) Sub-section (ii) applies only if the number of hours the employee works exceeds two (2) hours.

(d) Minimum Hours for Call-Out

A call-out shall mean a request by the employer to an employee to work anytime outside such employee's regularly scheduled working hours. Employee(s) called out to work shall receive a minimum of four (4) hours pay at the prevailing overtime rates, but after completion of the duties for which they were called out, the employee(s) may choose to book off with minimum of two (2) hours pay.

Notwithstanding the provisions of the above paragraph, an employee(s) called out to work for one hour or less before the normal starting time for their shift on that day shall receive two (2) hours pay at prevailing overtime rates for such call-out. If employee(s) are required to work in excess of two (2) hours the minimum of four (4) hours (e.g. four hours at 2X) pay shall apply.

(e) **Exclusion from Call-Out Provisions**

It is agreed that call-out provisions shall not apply to part-time employees and to on-call employees.

12.7 OVERTIME AND CALL-OUT RATES

Subject to restrictions regarding shift changes outlined in 12.9 of the Article, the following overtime and call-out rates shall apply:

(a) **Schedule "A" and "C"**

For Schedule "A" and "C" employees, all work in excess of eight (8) hours per day or forty (40) hours per week, for those working five eight (8) hour days per week, or ten (10) hours per day, or forty (40) hours per week for those working four ten (10) hour days per week, shall be paid for at time and one-half (1-1/2) the regular hourly rate for the first two (2) hours of overtime in any day or week, and double (2) times the regular hourly rate thereafter.

(b) **Schedule "B"**

For Schedule "B" employees, all work in excess of seven (7) hours per day or thirty-five (35) hours per week shall be paid for at time and one-half (1-1/2) the regular hourly rate for the first two (2) hours of overtime in any day or week and double time, (2X) the regular hourly rate thereafter.

(c) **Rates for Statutory Holidays or Regularly Scheduled Rest Days**

All overtime or call-out hours worked on Statutory Holidays or, subject to the restrictions regarding shift changes outlined in 12.9 of this Article, and on the employee's regularly scheduled rest day, shall be paid at double (2) times the regular hourly rate.

12.8 STANDBY

When Public Works employees are appointed to be "on stand-by" by the City, that is, immediately available by direct telephone contact, they shall be paid straight times wages equal to three (3) hours pay at the Foreman III rate for each day they are on "stand-by". All hours actually worked by a "stand-by" employee shall be paid at overtime rates or their regular rate of pay when another Foreman III is called out to perform the work with a minimum of two (2) hours per call-out. Consecutive call-outs which are completed within the same two (2) hour period shall be considered as one call-out.

Stand-by duty shall be equally divided among the qualified employees.

12.9 SHIFT PROVISIONS

(a) Shift Differential

When working for straight time rate on a shift other than "day shift" all full time employees of the employer, except as otherwise outlined in this Article, shall receive a shift differential of seven percent (7%) of the employee's regular hourly rate per hour for all scheduled hours worked on that shift.

(b) Preference

Seniority shall determine shift preference, subject only to ability to perform the job required. Should any dispute arise in the interpretation of this section, the matter shall be referred to the Labour Management Committee in accordance with Article 7 of this Agreement.

Shift preference may be waived by the Labour Management Committee on a temporary basis to allow a less senior employee to participate in a course(s), related to the requirements of the Training Program and/or operational requirements.

(c) Required Notice of Change - Schedule "A" and "B"

Forty-eight (48) hours' notice shall be given before changes are made to a previously arranged weekly work schedule. Failure to provide at least twelve (12) hours' rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period. See sub-section (f) for Schedule "C" provisions.

(d) Rest Days Lost as a Result of Change

When changes to the work week schedule are necessary, if possible, either four (4) days, for employees on a seven (7) or eight (8) hour day, or six (6) days for employees on a ten (10) hour day, of rest shall be provided during the bi-weekly pay period in which the first day of this shift change occurs. In the event regular rest day(s) are lost as a result of a shift change, equivalent time shall be added to the employee's annual vacation entitlement.

(e) Split Shifts - Schedule "C"

Split shifts for Schedule "C" employees must be contained within twelve (12) consecutive hours, commencing from the start of the shift.

(f) Minimum Rest Between Regular Shifts - Schedule "C"

In establishing weekly work schedules which include day and/or night shifts, the schedule must provide for a minimum of eight (8) hours rest between the end of one shift and the commencement of the next complete shift.

12.10 TIME OFF IN LIEU OF PAY

(a) Overtime, Call-Out and Standby

An employee may choose to receive equivalent time off in lieu of payment for overtime, call-out, and standby at the appropriate overtime rate; such time off to be added to annual vacation entitlement.

(b) Maximum Banked Time

Notwithstanding the provision of sub-section (a) above, no more than three (3) weeks of accumulated overtime and/or call-out and/or standby combined, may be added to annual vacation entitlement in any one calendar year.

ARTICLE 13 - GENERAL HOLIDAYS

It is the purpose of this article to guarantee a minimum of eleven general holidays to all employees.

13.1 General Holidays

All employees shall have the following general holidays off with pay at the employee's regular rate of pay:

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

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

13.2 General Holidays on Saturday or Sunday

When any of the above-noted 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 to be holidays for the purpose of this agreement, except for employees who are on a work week other than Monday to Friday. For those employees the statutory holiday shall be observed on the actual day on which the holiday falls.

13.3 Holiday Pay

Full time employees who are not required to work on the above holidays shall receive statutory holiday pay equal to one normal day's pay. In addition all employees required to work shall be paid overtime rates as set out in Article 12.7.

13.4 Holidays on Days Off

When any of the above-noted general holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay.

13.5 Holidays at Resignation

In the event an employee resigns their position with the City, they must work at least one regularly scheduled shift following the holiday in order to be eligible for any of the above listed general holidays.

ARTICLE 14 - ANNUAL VACATIONS

14.1 Vacation entitlement shall accrue on a calendar year basis and may be taken at any time during the calendar year in which it accrues.

14.2 Vacation entitlement each year shall be:

(a) During an employee's first calendar year of service or portion thereof:

one and one-quarter (1 1/4) working days each month remaining in the calendar year (including the month in which employment commences).

(b) During each of an employee's second to fifth calendar year, inclusive, of service:

fifteen (15) working days

(c) During each of an employee's sixth to twelfth calendar year, inclusive, of service:

twenty (20) working days.

(d) During each of an employee's thirteenth to nineteenth calendar year, inclusive, of service:

twenty-five (25) working days.

- (e) During the employee's twentieth calendar year of service and in each subsequent year of service, one additional day's vacation shall be granted per year up to and including the employee's twenty-sixth calendar year of service for a maximum of:

thirty-two (32) working days

- (f) During an employee's last calendar year of service or portion thereof:

a number of working days that is proportional to the number of months worked in the calendar year and the number of working days to which the employee would have been entitled had he not left the service of the employer.

14.3 Vacation pay each year shall be:

- (a) During an employee's first calendar year of service or portion thereof:

continuation of normal pay.

- (b) During each of an employee's second to fifth calendar year, inclusive, of service:

continuation of normal pay OR 6% of the employee's earnings during the previous calendar year, whichever is greater.

- (c) During each of an employee's sixth to twelfth calendar year, inclusive, of service:

continuation of normal pay OR 8% of the employee's earnings during the previous calendar year, whichever is greater.

- (d) During each of an employee's thirteenth to nineteenth calendar year, inclusive, of service:

continuation of normal pay OR 10% of the employee's earnings during the previous calendar year, whichever is greater.

- (e) During an employee's twentieth calendar year of service:

continuation of normal pay OR 10.4% of the employee's earnings during the previous calendar year, whichever is greater.

- (f) During an employee's twenty-first calendar year of service:

continuation of normal pay OR 10.8% of the employee's earnings during the previous calendar year, whichever is greater.

- (g) During an employee's twenty-second calendar year of service:

continuation of normal pay OR 11.2% of the employee's earnings during the previous calendar year, whichever is greater.
- (h) During an employee's twenty-third calendar year of service:

continuation of normal pay OR 11.6% of the employee's earnings during the previous calendar year, whichever is greater.
- (i) During an employee's twenty-fourth calendar year of service:

continuation of normal pay OR 12% of the employee's earnings during the previous calendar year, whichever is greater.
- (j) During an employee's twenty-fifth calendar year of service:

continuation of normal pay OR 12.4% of the employee's earnings during the previous calendar year, whichever is greater.
- (k) During all calendar years, subsequent to an employee's twenty-fifth calendar year of service continuation of normal pay OR 12.8% of the employee's earnings during the previous calendar year, whichever is greater.
- (l) During an employee's last calendar year of service or portion thereof:

an amount that is proportional to the time worked by that employee in that calendar year to the amount to which the employee would have been entitled had he not left the service of the employer.

14.4 It is understood and agreed that since vacations may be taken in full and vacation pay may be given in full during the calendar year in which it is being earned; in some circumstances an employee leaving the service of the employer may have received more vacation pay than he is entitled to under the provisions of 14.3 and in such event the employer shall recover such amount from any moneys in the employer's hands standing to the credit of such employee. If the full amount owing is not collectible from such moneys the employer may take such other means as the employer deems appropriate to effect such collection.

14.5 All calculations to determine proportions shall be based on full calendar months of service only and any day worked in a calendar month shall entitle an employee to full entitlement for that calendar month, subject to the provisions of Article 14.6 hereof.

14.6 Article 18.2 applies to this Article.

- 14.7 Vacations for all employees shall be taken at such times when quantity and regularity or production of the work of the employer shall not be impaired; provided, that the employer shall endeavor to accommodate the employees in their desires regarding the times of their vacation.
- 14.8 An exception to the entitlements of this Article shall be made in the case of an employee who terminates for any reason in the first year of service. In that case, vacation time and/or vacation pay in the first and last months worked shall be prorated to the number of days worked in the month in which employment commences and ends.

ARTICLE 15 - SICK LEAVE PROVISIONS

15.1 Sick Leave Entitlement

All employees, upon completion of the probationary period, shall be granted one and one-half (1 1/2) days sick leave with pay for every month of service retroactive to the date of hire. An employee shall be entitled to an accrual of all unused sick leave to a maximum of two hundred and seventy-nine (279) working days for his future benefits.

15.2 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 or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

15.3 Sick Leave During Leave of Absence

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

15.4 Extension of Sick Leave

An employee with more than one year of service who requires a longer period of sick leave than that standing to his credit in order that he may have treated and recover from an illness shall be allowed to anticipate extension of his sick leave to a maximum of five (5) working days. This sick leave extension shall be repaid by the employee upon his return to duty through his normal monthly accumulation and, except with the permission of the employer, no further payment of sick leave benefit shall be made until the extended credit has been so repaid.

It is agreed extension of sick leave shall not be used to top up weekly Wage Indemnity Benefits, but can be used to cover the qualifying period, if required.

15.5 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

15.6 Proof of Illness

An employee may be required by the employer to produce a certificate from a qualified medical practitioner for any illness, or a Statutory Declaration, certifying that such employee is unable to carry out his/her duties due to illness or non-compensable accident. Where such medical certificate and/or Declaration is not produced, there shall be no sick pay allowed.

15.7 Sick Leave Records

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

15.8 Other Use of Sick Leave

Any other use of sick leave may be used by the employee at the discretion of the Administrator in the event of serious illness and/or accident to his immediate family as defined in Article 17.4 of the Collective Agreement.

ARTICLE 16 - SERVICE SEVERANCE PAY

16.1 Entitlement and Payment

- (a) It is agreed and understood that "Service Severance Pay" shall be paid to employees in the service of the employer 1982 December 31 on the following basis:
 - (i) Employees leaving the service of the employer, other than on retirement and who have completed ten (10) years of service or more; shall be paid two (2) days' pay for each year of service.
 - (ii) Employees retiring from the service of the employer shall be paid at the rate of five (5) days' pay for each year of service with the employer.

- (b) To all new employees hired on or after 1983 January 1st, "Service Severance Pay" shall be paid on the following basis:

Employees retiring from the service of the employer who have completed ten (10) years of service shall be paid three (3) days' pay for each year of service.

- (c) At the employee's request, the payment of this allowance shall be:
- (i) a lump sum payment at the time of termination or retirement, or
 - (ii) held over to the next taxation year, or any other year following termination of employment, or
 - (iii) converted to an individual income averaging annuity payable at normal retirement age, or
 - (iv) rolled over into a registered retirement savings plan (RRSP) established by an employee, or
 - (v) converted into a paid pre-retirement or post-retirement vacation equivalent.

16.2 Upon Lay-off Due to Job Redundancy

- (a) An employee with one year's seniority or more who is given written notice of lay-off due to job redundancy is entitled to choose severance pay, at any time within 60 calendar days from the effective date of layoff, in accordance with 16.2 (b). Upon acceptance of severance pay all seniority and recall rights under this agreement are terminated.

Should an employee not choose severance pay, he shall retain all seniority and recall rights under this agreement. An employee not recalled before loss of recall rights, in accordance with Article 9.5, shall automatically be paid severance pay within one week of loss of recall rights.

- (b) An employee who is laid off and chooses to take severance pay outlined in the above paragraph shall be paid on the following basis:
- (i) employees laid off who have completed five (5) or less years of service shall be paid one (1) day's pay for each calendar year of service.
 - (ii) employees laid off who have completed six (6) or more years of service shall be paid four (4) days' pay per calendar year of service.

Part time service shall be calculated on a pro-rata basis. Severance pay shall be based on the employee's salary at the time of his or her lay-off.

- (iii) An employee on temporary lay-off and not recalled within one year due to a permanent reduction of the work force shall, within 60 calendar days of the first anniversary of the date of lay-off notice, choose to retain all seniority and recall rights or choose severance pay in accordance with Article 16.2 (a) and (b).

16.3 Retirement Definition

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

16.4 Day's Pay Definition

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

16.5 Daily Rate Calculation

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

$$\frac{\text{Bi-Weekly rate}}{70} \quad X \quad 7$$

16.6 Death in Service

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

ARTICLE 17 - LEAVE OF ABSENCE

17.1 For Union Business

Representatives of the union shall be granted leave of absence with no loss of regular pay or benefits in order to carry on negotiations with the employer, or to address grievances, or in respect to arbitration.

17.2 Leave for Union Duties

- (a) It is agreed that official representatives of the union be granted leave of absence without pay, to attend Union Conventions or perform any other function on behalf of the union and its affiliation, provided not more than five (5) union representatives shall be away at any one time. Such leave shall not affect the employee's seniority and/or benefits in this agreement.

- (b) It is agreed that any employee who is elected or selected for a full-time position with any body with which the union is affiliated, shall be granted leave without pay and without loss of seniority, and without any other entitlements, benefits, accruals or privileges allowed by this contract to employees, from the first day of their absence until the first day of their return, unless at the discretion of the employer the duration of the absence is not considered significant and the employer authorizes no adjustment.
- (c) It is agreed that any employee who is elected or selected for a full-time position with CUPE Local 498 or its successors shall be granted leave without pay and without loss of seniority by the employer for a period of one year and shall be renewed each year on request during his or her term of office.

17.3 Parental Leave

An employee shall be granted parental leave for a period of up to six (6) months before or after the birth or adoption of a child. The employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where an employee seeks parental leave due to legal adoption, the foregoing provision shall apply.

During the period of parental leave, the employer shall continue to pay its share of the medical, dental, and group life insurance and other employee benefits of this agreement.

17.4 Compassionate Leave

An employee shall be granted up to three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death or serious illness of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, grandparents, grandparents-in-law; and any other relative by blood or marriage residing in the employee's household. Where the serious illness, death or burial occurs outside the Lower Mainland - Fraser Valley Area, such leave shall include reasonable traveling time, the latter not to exceed seven (7) days. The length of such leave of absence shall be determined by the Chief Administrative Officer of the Corporation and shall be based upon the individual merits of each application for such leave. Additionally, at the discretion of the Chief Administrative Officer, one-half (1/2) day leave may be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner.

17.5 General Leave

The employer may grant leave of absence without pay and without loss of seniority, and without any other entitlements, benefits, accruals or privileges allowed by this contract to employees, from the first day of their absence until the first day of their return, unless at the discretion of the employer the duration of the absence is not considered significant and the employer authorizes no adjustment, to any employee who requests such leave in writing stating the reasons why such leave is required. Requests for leave will not be unreasonably denied.

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

ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES

18.1 Pay Days

The employer shall pay salaries and wages bi-weekly on a Friday, in accordance with Schedules attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of his wages and deductions. This statement shall include details of hours worked, hourly rates and extensions for the current pay period.

Salaries and wages shall be as set forth in the attached salary and wage schedules.

Monthly rates for Schedule "B" employees shall be determined by the following:

$$\frac{\text{Bi-weekly pay X 26.089}}{12}$$

18.2 Part Time Employees

Regular part time employees shall receive the wage rates, conditions of employment, and perquisites specified in this agreement on a pro-rata basis according to their hours of work.

Notwithstanding the above, all part-time Schedule "C" employees shall be paid an additional 16% of their total earnings (including overtime pay) in lieu of all benefits. Any Schedule "C" employee who was formerly entitled to partial sick leave benefits under the terms of contracts prior to the 1981-1982 contract, shall retain for the employee's subsequent use those credits accumulated prior to 1981 January 17 but shall not be granted any further sick leave credits.

In the event the personal circumstances change for an employee, the employee may request a change from pay in lieu of benefits to taking pro-rata benefits or vice versa. Effective January 01, 1999, the employee has to work twenty (20) or more regular hours per week, or have worked more than one thousand (1000) hours in the previous calendar year and have completed his/her probationary period. The pro-rata benefits would include: Group Life Insurance, Medical, Dental and Extended Health.

18.3 Pay During Temporary Transfers

The employer agrees that when any employee is requested or directed to perform, temporarily, work of a higher rated classification, then the employee so affected shall be paid the higher rate of pay, provided that the said employee works one or more hours at the higher rated position; and if the employee works a period of four hours or more at the higher rated position, then he shall be paid for a full shift at the higher rate of pay.

When an employee is directed by his Department Head to temporarily perform work of a character for which a lower classification is provided, he shall continue to be paid the established rate for the higher classification.

18.4 Transfers Outside of the Bargaining Unit

Employees temporarily assigned by the employer to positions outside the scope of this Collective Agreement, shall be paid, from the first day in the temporary assigned position, ten percent (10%) above the assigned employee's regular classification rate. In each assignment the employee shall be notified in writing in advance of the temporary assignment.

No employee shall be transferred to a position outside of the Bargaining Unit without his consent.

18.5 Overtime Meal Allowance

Employees required to work more than two (2) hours of overtime contiguous with their regular work day or shift shall be provided with a meal, or 1/2 hour pay at the prevailing overtime rates in lieu thereof, at the employer's discretion.

If it is necessary to extend overtime beyond the foregoing meal time, additional meals shall be provided after each additional four (4) hours of overtime.

18.6 Education Allowances

The employer agrees to continue its present program of education allowances on the following basis:

- (a) The course proposed to be taken by the employee must be related, in the opinion of the City Administrator, to the employee's work with the City.
- (b) If an employee voluntarily leaves the service of the City within one (1) year of taking the course in which the City has financially participated then fifty percent (50%) of the financial assistance received must be repaid to the City.
- (c) The employee must complete and pass the course taken and upon so doing, payment of one hundred percent (100%) of the course fees will be paid to the employee.
- (d) No limit will be placed on the number of people participating but the employer reserves the right to place a budget limit on the amount available for payment for course fees and this amount will be available on a first come first served basis.
- (e) In order for the employee to receive reimbursement, an employee must have worked a minimum of one thousand (1,000) hours during the previous calendar year, or the calendar year in which the course is taken.
- (f) Upon completion of one thousand (1,000) hours of employment in the Aquatic Leader and Senior Aquatic Leader positions, the Employer shall thereafter reimburse the employee one hundred percent (100%) of the cost for the required recertification fees for the license (certification) which employees in these classifications are required to hold.

18.7 Association Fees

The employer shall pay fees for any employee who is required as a condition of employment to be a member of an association.

18.8 Vehicle Allowance

- (a) Employees required to use their own vehicles for the employer's business shall be reimbursed monthly at the rate of 37 cents per kilometer.
- (b) In addition to amounts paid under (a) above, the employer agrees to reimburse employees, who are required to have their vehicle available for use on City business, 100% of the difference between "business use" insurance and "to work and back" insurance. The reimbursement shall be made following proof of payment and shall be based upon the actual coverage carried by the employee with a minimum \$1,000,000 third party liability, based upon the best rate (maximum discount) available.

- (c) If an employee voluntarily leaves the service of the City after receiving a reimbursement under (b) above, then repayment shall be made to the City prorated to the number of months worked and the term of the insurance.
- (d) Employees who are called out shall receive compensation at the rate of 37 cents per kilometer when providing their own transportation to a maximum payment of \$15.00 per call out.

18.9 Increments

The anniversary date, for the purpose of awarding annual increments shall be the date of commencement in the current position. Advancement within the pay range shall be granted unless written notice is given the employee within a period of three (3) months prior to the anniversary date that such increment is being withheld, together with the reasons and advice as to how the employee may improve to qualify for such increment. Where an employee's increment is withheld, the progress of such employee will be reviewed within three (3) months to ascertain whether the employee's work has improved sufficiently to warrant payment of the increment.

The time period between Step 2 and Step 3 shall be six (6) months.

Where a position classification is allocated a higher pay grade range, then the employee occupying that position classification shall be placed in the same step of the new range that the employee occupied in the former range and thereafter shall receive increments on his or her regular anniversary date.

Where an employee is promoted to a higher position classification, the employee shall be placed in the salary range of the higher classification at the step immediately above his or her former salary.

ARTICLE 19 - JOB CLASSIFICATION AND RECLASSIFICATION

19.1 Class Specifications

The employer agrees to draw up class specifications for all positions and classifications for which the union is bargaining agent. These specifications shall be presented to the union and shall become the recognized class specifications unless the union presents written objection within thirty (30) days.

Class specifications so established shall not be eliminated without prior agreement with the union.

19.2 Changes in Classification

When the duties and responsibilities in any classification have been substantially altered, or where the union and/or an employee feels he is incorrectly classified, or when any position not covered by the salary and wage schedules attached hereto is established during the term of this agreement, the rate of pay shall be subject to negotiations between

the employer and the union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, or the effective date of reclassification, such dispute shall be submitted to grievance and arbitration.

Within ninety (90) calendar days of receipt of a completed reclassification form, the parties shall meet to discuss revised class specifications.

Every attempt to conclude the reclassification process within a further ninety (90) calendar days shall be made by the parties.

All time spent at meetings with the employer shall be considered as time worked.

The union's representative shall be allowed one (1) day's leave with pay per employer initiated reclassification request, at a time approved by the employer.

No job posting shall be made in the event of an existing position being awarded a reclassification under the terms of this clause.

ARTICLE 20 - WELFARE BENEFITS

20.1 Pension Plan

In addition to the Canada Pension Plan, any employee entering the service of the employer shall participate in a pension plan under the terms of the "Pension (Municipal) Act" regardless of age at the date of hire.

20.2 Group Medical and Insurance Benefits

The employer agrees to provide, and each employee shall be required to participate in, the following benefits as a condition of employment, upon completion of an employee's probationary period:

- (a) Medical, Surgical, Extended Health Care Plan and Dental Plans A, B and C.
- (b) Group Life Insurance Plan.
- (c) Wage Indemnity Plan

The costsharing basis for providing these benefits shall be 75% of the premium paid by the Employer and 25% of the premium paid by the Employee.

20.3 Supplementation of Compensation Award

An employee who has completed his/her probationary period and is prevented from performing his/her 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 Compensation Act, shall assign all moneys received from the WCB to the City and the City shall pay the employee his/her approximate net salary calculated on his/her classified rate of pay; provided, however, that such difference shall be deducted from the employee's accumulated sick leave credits, if available.

The top up of wages will be calculated to ensure that an employee will not experience a loss or gain in net salary (including Superannuation contributions). In determining the net salary, the City shall, as permitted by legislation, make deductions such as EI, CPP and Superannuation as though the employee is at work.

Pending the settlement of the insurable claims(s), the employee shall continue to receive the full pay and benefits of this agreement, subject to necessary adjustments.

20.4 Third Party Settlements

When an employee initiates a claim against an insuring third party (i.e., ICBC) the employee agrees to include an amount as payment for wage loss benefits (including fringe benefit costs) refundable to the period during which the employee received sick leave benefits. The employee shall give permission to the insuring third party to pay the wage loss amount directly to the City, or upon direct receipt of such payment, the employee shall pay the City the amount of the wage loss so received. The City shall then reimburse the employee's sick bank and gratuity bank with the number of days represented by the payment.

ARTICLE 21 - SAFETY AND HEALTH

21.1 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.

21.2 Union-Employer Safety Committee

A Safety and Health Committee shall be established in accordance with the regulations and/or amendments of the Workers' Compensation Board.

21.3 Meetings of Committee

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

21.4 Safety Measures

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

21.5 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job site which, in the employee's opinion is not safe. The matter shall then be resolved by the procedure provided by the Worker's Compensation Act.

21.6 Investigation of Accidents

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

21.7 Pay for Injured Employees

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

21.8 Transportation of Accident Victims

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

21.9 Disclosure of Information

Upon request of the Safety and Health Committee, the employer shall provide the information it is capable of obtaining from its suppliers on the biological agents, compounds, substances, and bi-products of a specific product used in the work environment.

21.10 Records and Data

The employer shall provide members of the Safety and Health Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the work site in the previous month.

ARTICLE 22- TECHNOLOGICAL AND OTHER CHANGES

The City of Port Coquitlam recognizes that it has a responsibility to its employees before the introduction of any technological changes or methods of operation which may adversely affect the continued employment of permanent employees, conditions of employment, wage rates or work load. In this respect the employer shall notify the union. The job description and wage of each position affected shall be reviewed by the Labour Management Committee prior to any changes being made.

The employer further recognizes that permanent employees so affected will be given all available opportunities commensurate with seniority and abilities to acquire the necessary knowledge and skills required for retention of their employment.

Notwithstanding the foregoing, it is agreed between the parties that any permanent employee who is displaced as a result of technological changes or method of operation, will be given an opportunity to fill vacancies related to his or her skills and qualifications according to seniority.

ARTICLE 23 - JOB SECURITY

The employer has the right to contract out any work, however, such contracting out shall not affect the continued employment of those persons covered by this agreement.

ARTICLE 24 - UNIFORM AND CLOTHING ALLOWANCES

The employer shall issue protective clothing to employees when their work requires them to be exposed to hazardous, unsanitary, or difficult to remove soiling materials.

It shall be the responsibility of the employer to clean, launder, and maintain all clothing issued under this section when in the opinion of the employer, cleaning is necessary. Such opinion will not be exercised in an arbitrary or discriminatory manner.

ARTICLE 25 - GENERAL CONDITIONS

25.1 Proper Accommodations

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

25.2 Bulletin Boards

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

25.3 Tools

Employees required to furnish their own tools in the performance of their duties shall, upon producing a broken tool, a tool judged unsafe by the Safety & Training Officer, or a tool that is made obsolete by metric conversion, shall have same replaced by the employer.

25.4 Fire and Theft Insurance

The employer shall provide fire and theft insurance covering the tools and equipment owned by employees and used in performance of their duties with the employer. If the fire and theft insurance so provided contains a deductible amount such deductible amount shall in the event of a claim, be paid by the employer to the employee.

25.5 Exhumation of Bodies

All employees required to be directly involved in the exhumation of a body shall be compensated at double time for the hours so spent, and may elect to be paid or to accumulate time off. Such employee may also have the unilateral option to use compensating time off for the balance of the day of the exhumation or for the whole of the following day.

All employees, who during the course of preparing or excavating a gravesite are required to work manually in or around the gravesite itself, shall be paid a bonus of sixty (60) cents per hour for the actual time worked.

ARTICLE 26 - CROSSING OF PICKET LINES DURING STRIKE

In the event that any employee of the employer, other than those covered by this agreement, engage in a strike or where employees in a labour dispute engage in a strike and maintain picket lines, the employees covered by this agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line by the members of this union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.

ARTICLE 27 - GENERAL

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 of the party or parties hereto so require.

ARTICLE 28 - TERMS OF AGREEMENT

28.1 This Agreement shall be for the period from and including 1999 January 01 to and including 2001 December 31, and from year to year thereafter subject to the right of either party to this Agreement, at any time within four months immediately preceding the date of the expiry of this Agreement (2001 December 31) 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.

The operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia shall be specifically excluded from, and shall not be applicable to this Agreement.

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

- (a) The Union shall give notice to strike (or until the union goes on strike) or
- (b) The employer shall give notice of lock-out (or the employer shall lock out its employees) or
- (c) The Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earlier.

IN WITNESS WHEREOF, the employer has caused these presents to be sealed with its Corporate Seal, and signed by its proper officials on behalf; and the union has caused these presents to be executed under the hands of its proper officials, duly authorized in that behalf, on this ___ day of _____, 1999.

Signed on behalf of
CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 498:

Signed on behalf of
THE CORPORATION OF THE
CITY OF PORT COQUITLAM:

President

Mayor

Secretary

Director of Corporate Services

1999 January 01 - 1999 December 31

<u>Classification</u>	<u>Rate Code</u>	<u>Hourly</u>
ARENA MAINTENANCE / ICEMAKER	411	18.78
ARENA MAINTENANCE ICEMAKER TRAINEE (95%)	437	17.83
BUILDING TRADES WORKER	482	23.82
EQUIPMENT OPERATOR I	471	18.52
EQUIPMENT OPERATOR II	469	19.01
EQUIPMENT OPERATOR III	443	19.19
EQUIPMENT OPERATOR IV	457	19.53
EQUIPMENT OPERATOR IV (a)	415	20.64
EQUIPMENT OPERATOR IV (b)	439	20.81
EQUIPMENT OPERATOR IV (c)	401	21.02
FACILITIES SERVICES COORDINATOR	484	24.43
FOREMAN I	491	19.77
FOREMAN II	495	24.04
FOREMAN III	487	25.85
GARDENER II	435	22.59
GARDENER III	446	23.82
INSTRUMENT PERSON I	468	19.67
INSTRUMENT PERSON II	477	22.94
LABOURER	465	17.81
LITTER COLLECTOR	447	17.81
PHYSICAL PLANT MAINTENANCE WORKER	483	23.82
POOL MAINTENANCE	433	18.78
RECYCLING TRUCK DRIVER	429	19.19
RODMAN	441	17.68
SANITATION SWAMPER	423	18.14
SEWER OPERATOR	427	21.13
SURVEY ASSISTANT	449	18.21
TECHNICAL MAINTENANCE SUPERVISOR	489	25.85
TRADES I	419	18.78
TRADES II	473	22.59
TRADES III	485	23.82
TRUCK DRIVER I	405	18.52
TRUCK DRIVER II	425	19.01
TRUCK DRIVER II TRAINEE (95%)	403	18.07
TRUCK DRIVER III	459	19.19
TRUCK DRIVER III TRAINEE (95%)	404	18.23
TRUCK DRIVER IV	413	19.53
TRUCK DRIVER IV TRAINEE (95%)	408	18.55
TRUCK DRIVER SWAMPER	417	19.19

WATER & SEWER MAINTENANCE PERSON	422	22.59
WATER OPERATOR	421	21.13
EQUIPMENT OPERATOR III - TRAINEE		
TO START (85%)	450	16.30
ON COMPLETION OF LEVEL I (90%)	451	17.26
ON COMPLETION OF LEVEL II (95%)	452	18.23
EQUIPMENT OPERATOR IV - TRAINEE		
TO START (85%)	460	16.59
ON COMPLETION OF LEVEL I (90%)	461	17.57
ON COMPLETION OF LEVEL II (95%)	462	18.55
EQUIPMENT OPERATOR IV (a) - TRAINEE		
TO START (85%)	478	17.54
ON COMPLETION OF LEVEL I (90%)	479	18.57
ON COMPLETION OF LEVEL II (95%)	480	19.60
EQUIPMENT OPERATOR IV (b) - TRAINEE		
TO START (85%)	474	17.69
ON COMPLETION OF LEVEL I (90%)	475	18.73
ON COMPLETION OF LEVEL II (95%)	476	19.77
EQUIPMENT OPERATOR IV (c) - TRAINEE		
TO START (85%)	497	17.87
ON COMPLETION OF LEVEL I (90%)	498	18.92
ON COMPLETION OF LEVEL II (95%)	499	19.97

SCHEDULE "A"

2000 January 01 - 2000 June 30

<u>Classification</u>	<u>Rate Code</u>	<u>Hourly</u>
ARENA MAINTENANCE / ICEMAKER	411	19.01
ARENA MAINTENANCE ICEMAKER TRAINEE (95%)	437	18.05
BUILDING TRADES WORKER	482	24.12
EQUIPMENT OPERATOR I	471	18.75
EQUIPMENT OPERATOR II	469	19.25
EQUIPMENT OPERATOR III	443	19.43
EQUIPMENT OPERATOR IV	457	19.77
EQUIPMENT OPERATOR IV (a)	415	20.90
EQUIPMENT OPERATOR IV (b)	439	21.07
EQUIPMENT OPERATOR IV (c)	401	21.28
FACILITIES SERVICES COORDINATOR	484	24.74
FOREMAN I	491	20.02
FOREMAN II	495	24.34
FOREMAN III	487	26.17
GARDENER II	435	22.87
GARDENER III	446	24.12
INSTRUMENT PERSON I	468	19.92
INSTRUMENT PERSON II	477	23.23
LABOURER	465	18.03
LITTER COLLECTOR	447	18.03
PHYSICAL PLANT MAINTENANCE WORKER	483	24.12
POOL MAINTENANCE	433	19.01
RECYCLING TRUCK DRIVER	429	19.43
RODMAN	441	17.90
SANITATION SWAMPER	423	18.37
SEWER OPERATOR	427	21.39
SURVEY ASSISTANT	449	18.44
TECHNICAL MAINTENANCE SUPERVISOR	489	26.17
TRADES I	419	19.01
TRADES II	473	22.87
TRADES III	485	24.12
TRUCK DRIVER I	405	18.75
TRUCK DRIVER II	425	19.25
TRUCK DRIVER II TRAINEE (95%)	403	18.30
TRUCK DRIVER III	459	19.43
TRUCK DRIVER III TRAINEE (95%)	404	18.46
TRUCK DRIVER IV	413	19.77
TRUCK DRIVER IV TRAINEE (95%)	408	18.78

<u>Classification</u>	<u>Rate Code</u>	<u>Hourly</u>
TRUCK DRIVER SWAMPER	417	19.43
WATER & SEWER MAINTENANCE PERSON	422	22.87
WATER OPERATOR	421	21.39
EQUIPMENT OPERATOR III - TRAINEE		
TO START (85%)	450	16.50
ON COMPLETION OF LEVEL I (90%)	451	17.48
ON COMPLETION OF LEVEL II (95%)	452	18.46
EQUIPMENT OPERATOR IV - TRAINEE		
TO START (85%)	460	16.80
ON COMPLETION OF LEVEL I (90%)	461	17.79
ON COMPLETION OF LEVEL II (95%)	462	18.78
EQUIPMENT OPERATOR IV (a) - TRAINEE		
TO START (85%)	478	17.76
ON COMPLETION OF LEVEL I (90%)	479	18.80
ON COMPLETION OF LEVEL II (95%)	480	19.85
EQUIPMENT OPERATOR IV (b) - TRAINEE		
TO START (85%)	474	17.91
ON COMPLETION OF LEVEL I (90%)	475	18.96
ON COMPLETION OF LEVEL II (95%)	476	20.02
EQUIPMENT OPERATOR IV (c) - TRAINEE		
TO START (85%)	497	18.09
ON COMPLETION OF LEVEL I (90%)	498	19.16
ON COMPLETION OF LEVEL II (95%)	499	20.22

SCHEDULE "A"

2000 July 01 - 2000 December 31

<u>Classification</u>	<u>Rate Code</u>	<u>Hourly</u>
ARENA MAINTENANCE / ICEMAKER	411	19.06
ARENA MAINTENANCE ICEMAKER TRAINEE (95%)	437	18.10
BUILDING TRADES WORKER	482	24.18
EQUIPMENT OPERATOR I	471	18.80
EQUIPMENT OPERATOR II	469	19.30
EQUIPMENT OPERATOR III	443	19.48
EQUIPMENT OPERATOR IV	457	19.82
EQUIPMENT OPERATOR IV (a)	415	20.95
EQUIPMENT OPERATOR IV (b)	439	21.12
EQUIPMENT OPERATOR IV (c)	401	21.33
FACILITIES SERVICES COORDINATOR	484	24.80
FOREMAN I	491	20.07
FOREMAN II	495	24.40
FOREMAN III	487	26.24
GARDENER II	435	22.93
GARDENER III	446	24.18
INSTRUMENT PERSON I	468	19.97
INSTRUMENT PERSON II	477	23.29
LABOURER	465	18.08
LITTER COLLECTOR	447	18.08
PHYSICAL PLANT MAINTENANCE WORKER	483	24.18
POOL MAINTENANCE	433	19.06
RECYCLING TRUCK DRIVER	429	19.48
RODMAN	441	17.94
SANITATION SWAMPER	423	18.42
SEWER OPERATOR	427	21.44
SURVEY ASSISTANT	449	18.49
TECHNICAL MAINTENANCE SUPERVISOR	489	26.24
TRADES I	419	19.06
TRADES II	473	22.93
TRADES III	485	24.18
TRUCK DRIVER I	405	18.80
TRUCK DRIVER II	425	19.30
TRUCK DRIVER II TRAINEE (95%)	403	18.35
TRUCK DRIVER III	459	19.48
TRUCK DRIVER III TRAINEE (95%)	404	18.51
TRUCK DRIVER IV	413	19.82
TRUCK DRIVER IV TRAINEE (95%)	408	18.83

<u>Classification</u>	<u>Rate Code</u>	<u>Hourly</u>
TRUCK DRIVER SWAMPER	417	19.48
WATER & SEWER MAINTENANCE PERSON	422	22.93
WATER OPERATOR	421	21.44
EQUIPMENT OPERATOR III - TRAINEE		
TO START (85%)	450	16.54
ON COMPLETION OF LEVEL I (90%)	451	17.52
ON COMPLETION OF LEVEL II (95%)	452	18.51
EQUIPMENT OPERATOR IV - TRAINEE		
TO START (85%)	460	16.84
ON COMPLETION OF LEVEL I (90%)	461	17.83
ON COMPLETION OF LEVEL II (95%)	462	18.83
EQUIPMENT OPERATOR IV (a) - TRAINEE		
TO START (85%)	478	17.80
ON COMPLETION OF LEVEL I (90%)	479	18.85
ON COMPLETION OF LEVEL II (95%)	480	19.90
EQUIPMENT OPERATOR IV (b) - TRAINEE		
TO START (85%)	474	17.95
ON COMPLETION OF LEVEL I (90%)	475	19.01
ON COMPLETION OF LEVEL II (95%)	476	20.07
EQUIPMENT OPERATOR IV (c) - TRAINEE		
TO START (85%)	497	18.14
ON COMPLETION OF LEVEL I (90%)	498	19.21
ON COMPLETION OF LEVEL II (95%)	499	20.27

2001 January 01 - 2001 June 30

<u>Classification</u>	<u>Rate Code</u>	<u>Hourly</u>
ARENA MAINTENANCE / ICEMAKER	411	19.30
ARENA MAINTENANCE ICEMAKER TRAINEE (95%)	437	18.33
BUILDING TRADES WORKER	482	24.48
EQUIPMENT OPERATOR I	471	19.04
EQUIPMENT OPERATOR II	469	19.54
EQUIPMENT OPERATOR III	443	19.72
EQUIPMENT OPERATOR IV	457	20.07
EQUIPMENT OPERATOR IV (a)	415	21.21
EQUIPMENT OPERATOR IV (b)	439	21.38
EQUIPMENT OPERATOR IV (c)	401	21.60
FACILITIES SERVICES COORDINATOR	484	25.11
FOREMAN I	491	20.32
FOREMAN II	495	24.71
FOREMAN III	487	26.57
GARDENER II	435	23.22
GARDENER III	446	24.48
INSTRUMENT PERSON I	468	20.22
INSTRUMENT PERSON II	477	23.58
LABOURER	465	18.31
LITTER COLLECTOR	447	18.31
PHYSICAL PLANT MAINTENANCE WORKER	483	24.48
POOL MAINTENANCE	433	19.30
RECYCLING TRUCK DRIVER	429	19.72
RODMAN	441	18.16
SANITATION SWAMPER	423	18.65
SEWER OPERATOR	427	21.71
SURVEY ASSISTANT	449	18.72
TECHNICAL MAINTENANCE SUPERVISOR	489	26.57
TRADES I	419	19.30
TRADES II	473	23.22
TRADES III	485	24.48
TRUCK DRIVER I	405	19.04
TRUCK DRIVER II	425	19.54
TRUCK DRIVER II TRAINEE (95%)	403	18.58
TRUCK DRIVER III	459	19.72
TRUCK DRIVER III TRAINEE (95%)	404	18.74
TRUCK DRIVER IV	413	20.07
TRUCK DRIVER IV TRAINEE (95%)	408	19.07

<u>Classification</u>	<u>Rate Code</u>	<u>Hourly</u>
TRUCK DRIVER SWAMPER	417	19.72
WATER & SEWER MAINTENANCE PERSON	422	23.22
WATER OPERATOR	421	21.71
EQUIPMENT OPERATOR III - TRAINEE		
TO START (85%)	450	16.75
ON COMPLETION OF LEVEL I (90%)	451	17.74
ON COMPLETION OF LEVEL II (95%)	452	18.74
EQUIPMENT OPERATOR IV - TRAINEE		
TO START (85%)	460	17.05
ON COMPLETION OF LEVEL I (90%)	461	18.05
ON COMPLETION OF LEVEL II (95%)	462	19.07
EQUIPMENT OPERATOR IV (a) - TRAINEE		
TO START (85%)	478	18.02
ON COMPLETION OF LEVEL I (90%)	479	19.09
ON COMPLETION OF LEVEL II (95%)	480	20.15
EQUIPMENT OPERATOR IV (b) - TRAINEE		
TO START (85%)	474	18.17
ON COMPLETION OF LEVEL I (90%)	475	19.25
ON COMPLETION OF LEVEL II (95%)	476	20.32
EQUIPMENT OPERATOR IV (c) - TRAINEE		
TO START (85%)	497	18.37
ON COMPLETION OF LEVEL I (90%)	498	19.45
ON COMPLETION OF LEVEL II (95%)	499	20.52

SCHEDULE "A"

2001 July 01 - 2001 December 31

<u>Classification</u>	<u>Rate Code</u>	<u>Hourly</u>
ARENA MAINTENANCE / ICEMAKER	411	19.35
ARENA MAINTENANCE ICEMAKER TRAINEE (95%)	437	18.38
BUILDING TRADES WORKER	482	24.54
EQUIPMENT OPERATOR I	471	19.09
EQUIPMENT OPERATOR II	469	19.59
EQUIPMENT OPERATOR III	443	19.77
EQUIPMENT OPERATOR IV	457	20.12
EQUIPMENT OPERATOR IV (a)	415	21.26
EQUIPMENT OPERATOR IV (b)	439	21.43
EQUIPMENT OPERATOR IV (c)	401	21.65
FACILITIES SERVICES COORDINATOR	484	25.17
FOREMAN I	491	20.37
FOREMAN II	495	24.77
FOREMAN III	487	26.64
GARDENER II	435	23.28
GARDENER III	446	24.54
INSTRUMENT PERSON I	468	20.27
INSTRUMENT PERSON II	477	23.64
LABOURER	465	18.36
LITTER COLLECTOR	447	18.36
PHYSICAL PLANT MAINTENANCE WORKER	483	24.54
POOL MAINTENANCE	433	19.35
RECYCLING TRUCK DRIVER	429	19.77
RODMAN	441	18.21
SANITATION SWAMPER	423	18.70
SEWER OPERATOR	427	21.76
SURVEY ASSISTANT	449	18.77
TECHNICAL MAINTENANCE SUPERVISOR	489	26.64
TRADES I	419	19.35
TRADES II	473	23.28
TRADES III	485	24.54
TRUCK DRIVER I	405	19.09
TRUCK DRIVER II	425	19.59
TRUCK DRIVER II TRAINEE (95%)	403	18.63
TRUCK DRIVER III	459	19.77
TRUCK DRIVER III TRAINEE (95%)	404	18.79
TRUCK DRIVER IV	413	20.12
TRUCK DRIVER IV TRAINEE (95%)	408	19.12

<u>Classification</u>	<u>Rate Code</u>	<u>Hourly</u>
TRUCK DRIVER SWAMPER	417	19.77
WATER & SEWER MAINTENANCE PERSON	422	23.28
WATER OPERATOR	421	21.76
EQUIPMENT OPERATOR III - TRAINEE		
TO START (85%)	450	16.79
ON COMPLETION OF LEVEL I (90%)	451	17.78
ON COMPLETION OF LEVEL II (95%)	452	18.79
EQUIPMENT OPERATOR IV - TRAINEE		
TO START (85%)	460	17.09
ON COMPLETION OF LEVEL I (90%)	461	18.10
ON COMPLETION OF LEVEL II (95%)	462	19.12
EQUIPMENT OPERATOR IV (a) - TRAINEE		
TO START (85%)	478	18.07
ON COMPLETION OF LEVEL I (90%)	479	19.14
ON COMPLETION OF LEVEL II (95%)	480	20.20
EQUIPMENT OPERATOR IV (b) - TRAINEE		
TO START (85%)	474	18.22
ON COMPLETION OF LEVEL I (90%)	475	19.30
ON COMPLETION OF LEVEL II (95%)	476	20.37
EQUIPMENT OPERATOR IV (c) - TRAINEE		
TO START (85%)	497	18.42
ON COMPLETION OF LEVEL I (90%)	498	19.50
ON COMPLETION OF LEVEL II (95%)	499	20.57

INSIDE STAFF PAY GRADES

(FOR PAY GRADE RATES PLEASE SEE THE PAGES FOLLOWING)

<u>CLASSIFICATION</u>	<u>PAY GRADE</u>
Accounting Clerk I	14
Accounting Clerk II	18
Accounting Clerk III	20
Accounts Payable Clerk	14
Area Recreation Supervisor	25
Assistant Storekeeper	17
Building Inspector I	25
Building Inspector II	26
Bylaw Enforcement Officer I	17
Bylaw Enforcement Officer II	22
Cashier Typist	14
Chief Building Inspector	28
Chief License/Bylaw Enforcement Officer	24
Clerk - Clerks	15
Clerk I	07
Clerk II	12
Clerk III	17
Clerk IV	19
Clerk V	22
Clerk Steno II	12
Clerk Steno III	14
Clerk Typist II	11
Clerk Typist III	14
Clerk Typist/Bylaw	13
Clerk Typist/Cashier	13
Computer Operator/Accounting Clerk I	14
Computer Operator/Accounting Clerk II	16
Draftsperson I	09
Draftsperson II	17
Draftsperson III	21
Engineering Inspector	24
Engineering Office Supervisor	20
Engineering Operations Clerk	15
Engineering Project Assistant	17
Engineering Technologist	24
Information Systems Analyst	23
Information Systems Coordinator	25
Junior Planner	24

<u>CLASSIFICATION</u>	<u>PAY GRADE</u>
Payroll Clerk	16
Payroll Supervisor	22
Permit Review Technician	19
Plan Checking Clerk/Building Inspector I	25
Planner	28
Planning Assistant	21
Planning Technician	23
Plumbing Inspector I	25
Plumbing Inspector II	26
Project & Traffic Technician	23
Recreation Program Coordinator	20
Safety and Training Officer	24
Secretarial Assistant to the City Clerk	18
Secretary to Parks & Recreation Director	17
Secretary to City Treasurer	17
Storekeeper	21
Supervisor of Design and Technical Services	27
Supervisor - Taxes	19
System Operator Coordinator	21
Switchboard Operator Typist II	11

SCHEDULE "B"

1999 January 01 - 1999 December 31

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
5	799.62	799.62	799.62
7	989.87	1,064.43	1,077.19
8	1,011.30	1,055.31	1,099.32
9	1,030.43	1,078.92	1,127.38
10	1,051.29	1,103.73	1,156.16
11	1,070.56	1,128.50	1,186.46
12	1,097.18	1,158.79	1,220.39
13	1,121.68	1,189.52	1,257.34
14	1,150.50	1,221.28	1,292.06
14 @8hr	1,314.86	1,395.74	1,476.62
15	1,181.61	1,258.24	1,334.89
15 @8hr	1,350.41	1,438.00	1,525.58
16	1,217.09	1,297.02	1,376.95
17	1,247.45	1,335.87	1,424.26
18	1,303.35	1,396.88	1,490.41
19	1,355.44	1,454.82	1,554.20
20	1,422.91	1,526.69	1,630.45
21	1,490.41	1,597.13	1,703.85
22	1,554.20	1,666.42	1,778.65
23	1,630.45	1,745.26	1,860.07
24	1,703.85	1,824.88	1,945.90
25	1,778.65	1,907.01	2,035.36
26	1,860.07	1,993.94	2,127.81
27	1,945.90	2,085.25	2,224.62
28	2,035.36	2,179.87	2,324.36
29	2,127.81	2,279.99	2,432.20
30	2,224.62	2,382.68	2,540.73

SCHEDULE "B"

2000 January 01 - 2000 June 30

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
5	809.62	809.62	809.62
7	1,002.24	1,077.74	1,090.65
8	1,023.94	1,068.50	1,113.06
9	1,043.31	1,092.41	1,141.47
10	1,064.43	1,117.53	1,170.61
11	1,083.94	1,142.61	1,201.29
12	1,110.89	1,173.27	1,235.64
13	1,135.70	1,204.39	1,273.06
14	1,164.88	1,236.55	1,308.21
14 @8hr	1,331.30	1,413.19	1,495.08
15	1,196.38	1,273.97	1,351.58
15 @8hr	1,367.29	1,455.98	1,544.65
16	1,232.30	1,313.23	1,394.16
17	1,263.04	1,352.57	1,442.06
18	1,319.64	1,414.34	1,509.04
19	1,372.38	1,473.01	1,573.63
20	1,440.70	1,545.77	1,650.83
21	1,509.04	1,617.09	1,725.15
22	1,573.63	1,687.25	1,800.88
23	1,650.83	1,767.08	1,883.32
24	1,725.15	1,847.69	1,970.22
25	1,800.88	1,930.85	2,060.80
26	1,883.32	2,018.86	2,154.41
27	1,970.22	2,111.32	2,252.43
28	2,060.80	2,207.12	2,353.41
29	2,154.41	2,308.49	2,462.60
30	2,252.43	2,412.46	2,572.49

SCHEDULE "B"

2000 July 01 - 2000 December 31

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
5	811.64	811.64	811.64
7	1,004.75	1,080.43	1,093.38
8	1,026.50	1,071.17	1,115.84
9	1,045.92	1,095.14	1,144.32
10	1,067.09	1,120.32	1,173.54
11	1,086.65	1,145.47	1,204.29
12	1,113.67	1,176.20	1,238.73
13	1,138.54	1,207.40	1,276.24
14	1,167.79	1,239.64	1,311.48
14 @8hr	1,334.63	1,416.72	1,498.82
15	1,199.37	1,277.15	1,354.96
15 @8hr	1,370.71	1,459.62	1,548.51
16	1,235.38	1,316.51	1,397.65
17	1,266.20	1,355.95	1,445.67
18	1,322.94	1,417.88	1,512.81
19	1,375.81	1,476.69	1,577.56
20	1,444.30	1,549.63	1,654.96
21	1,512.81	1,621.13	1,729.46
22	1,577.56	1,691.47	1,805.38
23	1,654.96	1,771.50	1,888.03
24	1,729.46	1,852.31	1,975.15
25	1,805.38	1,935.68	2,065.95
26	1,888.03	2,023.91	2,159.80
27	1,975.15	2,116.60	2,258.06
28	2,065.95	2,212.64	2,359.29
29	2,159.80	2,314.26	2,468.76
30	2,258.06	2,418.49	2,578.92

SCHEDULE "B"

2001 January 01 - 2001 June 30

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
5	821.79	821.79	821.79
7	1,017.31	1,093.94	1,107.05
8	1,039.33	1,084.56	1,129.79
9	1,058.99	1,108.83	1,158.62
10	1,080.43	1,134.32	1,188.21
11	1,100.23	1,159.79	1,219.34
12	1,127.59	1,190.90	1,254.21
13	1,152.77	1,222.49	1,292.19
14	1,182.39	1,255.14	1,327.87
14 @8hr	1,351.31	1,434.43	1,517.56
15	1,214.36	1,293.11	1,371.90
15 @8hr	1,387.84	1,477.87	1,567.87
16	1,250.82	1,332.97	1,415.12
17	1,282.03	1,372.90	1,463.74
18	1,339.48	1,435.60	1,531.72
19	1,393.01	1,495.15	1,597.28
20	1,462.35	1,569.00	1,675.65
21	1,531.72	1,641.39	1,751.08
22	1,597.28	1,712.61	1,827.95
23	1,675.65	1,793.64	1,911.63
24	1,751.08	1,875.46	1,999.84
25	1,827.95	1,959.88	2,091.77
26	1,911.63	2,049.21	2,186.80
27	1,999.84	2,143.06	2,286.29
28	2,091.77	2,240.30	2,388.78
29	2,186.80	2,343.19	2,499.62
30	2,286.29	2,448.72	2,611.16

SCHEDULE "B"

2001 July 01 - 2001 December 31

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
5	823.84	823.84	823.84
7	1,019.85	1,096.67	1,109.82
8	1,041.93	1,087.27	1,132.61
9	1,061.64	1,111.60	1,161.52
10	1,083.13	1,137.16	1,191.18
11	1,102.98	1,162.69	1,222.39
12	1,130.41	1,193.88	1,257.35
13	1,155.65	1,225.55	1,295.42
14	1,185.35	1,258.28	1,331.19
14 @8hr	1,354.69	1,438.02	1,521.35
15	1,217.40	1,296.34	1,375.33
15 @8hr	1,391.31	1,481.56	1,571.79
16	1,253.95	1,336.30	1,418.66
17	1,285.24	1,376.33	1,467.40
18	1,342.83	1,439.19	1,535.55
19	1,396.49	1,498.89	1,601.27
20	1,466.01	1,572.92	1,679.84
21	1,535.55	1,645.49	1,755.46
22	1,601.27	1,716.89	1,832.52
23	1,679.84	1,798.12	1,916.41
24	1,755.46	1,880.15	2,004.84
25	1,832.52	1,964.78	2,097.00
26	1,916.41	2,054.33	2,192.27
27	2,004.84	2,148.42	2,292.01
28	2,097.00	2,245.90	2,394.75
29	2,192.27	2,349.05	2,505.87
30	2,292.01	2,454.84	2,617.69

SCHEDULE "C"

1999 January 01 - 1999 December 31

<u>Classification</u>	<u>Rate Code</u>	<u>Hourly</u>
AQUATIC LEADER	570	14.27
BUILDING SERVICE WORKER	549	15.43
CASHIER ATTENDANT	517	12.22
CONCESSION WORKER I	535	11.14
CONCESSION WORKER II	523	13.53
FOOD SERVICES WORKER	503	14.77
RECREATION WORKER I	541	11.42
RECREATION WORKER II	529	12.80
RECREATION WORKER III	501	14.21
RINK PATROL	547	11.14
SENIOR AQUATIC LEADER	560	17.29
SENIOR SPORT/WELLNESS LEADER	561	17.29
VECTOR CONTROL WORKER	542	11.42
YOUTH WORKER	502	14.21

SCHEDULE "C"

2000 January 01 - 2000 June 30

<u>Classification</u>	<u>Rate Code</u>	<u>Hourly</u>
AQUATIC LEADER	570	14.45
BUILDING SERVICE WORKER	549	15.62
CASHIER ATTENDANT	517	12.37
CONCESSION WORKER I	535	11.28
CONCESSION WORKER II	523	13.70
FOOD SERVICES WORKER	503	14.95
RECREATION WORKER I	541	11.56
RECREATION WORKER II	529	12.96
RECREATION WORKER III	501	14.39
RINK PATROL	547	11.28
SENIOR AQUATIC LEADER	560	17.51
SENIOR SPORT/WELLNESS LEADER	561	17.51
VECTOR CONTROL WORKER	542	11.56
YOUTH WORKER	502	14.39

SCHEDULE "C"

2000 July 01 - 2000 December 31

<u>Classification</u>	<u>Rate Code</u>	<u>Hourly</u>
AQUATIC LEADER	570	14.49
BUILDING SERVICE WORKER	549	15.66
CASHIER ATTENDANT	517	12.40
CONCESSION WORKER I	535	11.31
CONCESSION WORKER II	523	13.73
FOOD SERVICES WORKER	503	14.99
RECREATION WORKER I	541	11.59
RECREATION WORKER II	529	12.99
RECREATION WORKER III	501	14.43
RINK PATROL	547	11.31
SENIOR AQUATIC LEADER	560	17.55
SENIOR SPORT/WELLNESS LEADER	561	17.55
VECTOR CONTROL WORKER	542	11.59
YOUTH WORKER	502	14.43

SCHEDULE "C"

2001 January 01 - 2001 June 30

<u>Classification</u>	<u>Rate Code</u>	<u>Hourly</u>
AQUATIC LEADER	570	14.67
BUILDING SERVICE WORKER	549	15.86
CASHIER ATTENDANT	517	12.56
CONCESSION WORKER I	535	11.45
CONCESSION WORKER II	523	13.90
FOOD SERVICES WORKER	503	15.18
RECREATION WORKER I	541	11.73
RECREATION WORKER II	529	13.15
RECREATION WORKER III	501	14.61
RINK PATROL	547	11.45
SENIOR AQUATIC LEADER	560	17.77
SENIOR SPORT/WELLNESS LEADER	561	17.77
VECTOR CONTROL WORKER	542	11.73
YOUTH WORKER	502	14.61

SCHEDULE "C"

2001 July 01 - 2001 December 31

<u>Classification</u>	<u>Rate Code</u>	<u>Hourly</u>
AQUATIC LEADER	570	14.71
BUILDING SERVICE WORKER	549	15.90
CASHIER ATTENDANT	517	12.59
CONCESSION WORKER I	535	11.48
CONCESSION WORKER II	523	13.93
FOOD SERVICES WORKER	503	15.22
RECREATION WORKER I	541	11.76
RECREATION WORKER II	529	13.18
RECREATION WORKER III	501	14.65
RINK PATROL	547	11.48
SENIOR AQUATIC LEADER	560	17.81
SENIOR SPORT/WELLNESS LEADER	561	17.81
VECTOR CONTROL WORKER	542	11.76
YOUTH WORKER	502	14.65

LETTER OF UNDERSTANDING
(Attendance Improvement Incentive Bonus Program)

BETWEEN

THE CITY OF PORT COQUITLAM
(hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(hereinafter referred to as the “Union”)

PREAMBLE

Whereas the City and the Union both have an interest in providing the citizens of Port Coquitlam with a cost effective service, it is the desire of the Employer to reduce the impact of time loss on the operations and the annual budget. In an effort to reduce the current level of time loss, the Employer will establish an “Attendance Improvement Incentive Bonus Program”.

ATTENDANCE IMPROVEMENT INCENTIVE BONUS PROGRAM

The bonus periods shall be as follows:

June 1, 1999 to November 30, 1999
December 1, 1999 to May 31, 2000
June 1, 2000 to November 30, 2000
December 1, 2000 to May 31, 2001
June 1, 2001 to November 30, 2001

Employees who are absent due to illness, injury, disability or to attend appointments and these absences total two (2) or less days in each six (6) month period as outlined above shall receive a bonus of \$200.00.

Employees who are absent due to illness, injury, disability or to attend appointments and these absences total more than two (2) days and up to and including three (3) days during each six (6) month period as outlined above shall receive a bonus of \$150.00.

Employees who are absent due to illness, injury, disability or to attend appointments and these absences total more than three (3) days and up to and including five (5) days during each six (6) month period as outlined above shall receive a bonus of \$75.00.

Bonus payments made under this Letter of Understanding will be paid out annually in the month of December and are subject to statutory deductions.

Bonus payments under this section are excluded from the calculation of vacation adjustment pay under Article XIV (c).

The term of this Letter of Understanding for the “Attendance Improvement Incentive Bonus Program” shall be June 1, 1999 to November 30, 2001 at which point this Letter of Understanding will expire.

This program does not preclude the Employer from implementing other programs or incentives to assist in the goal to reduce time loss or to enhance the work life of employees.

President, CUPE 498

Mayor

Representative, CUPE 498

Director of Corporate Services

(Exclusion of Area Recreation Supervisors)

BETWEEN

THE CITY OF PORT COQUITLAM
(hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(hereinafter referred to as the “Union”)

It is agreed that Article III - Recognition and Negotiation shall be amended to reflect incumbent Area Recreation Supervisors Beverly Irvine and Darlene Grieve are excluded from the bargaining unit effective the date of ratification of the Memorandum of Agreement. They shall be listed in Article III as Area Recreation Managers.

It is agreed the incumbents shall be entitled to return to the bargaining unit for any reason, during the four (4) months immediately following the date of ratification of the Memorandum of Agreement.

Should the incumbents choose to return to the bargaining unit, it shall be done in the following manner:

- the Employer will ensure employment for the incumbent. If no vacancy is available at the time of return to the bargaining unit, the incumbent will be treated as supernumerary for a period of up to one (1) year.
- during the one-year period the incumbent will receive the wage rate applicable had they not been negotiated exempt.
- in the event the incumbent cannot or does not qualify/apply for vacancies during the one-year period, the incumbent will be deemed to be laid off at the end of one (1) year.
- it is agreed either incumbent will not have their wages reduced from Area Recreation Supervisor regardless of the job they subsequently post into.

President, CUPE 498

Mayor

Representative, CUPE 498

Director of Corporate Services

(Nine-Day Fortnight - Payroll Staff)

BETWEEN

THE CITY OF PORT COQUITLAM
(hereinafter referred to as the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 498
(hereinafter referred to as the “Union”)

Due to the special situation in the payroll area as a result of the stringent time line demands of direct deposit, the City and Union undertake a Nine-Day Fortnight for the full time Payroll Staff which will enable the Direct Deposit process to take place efficiently and effectively.

There shall be no additional costs incurred to the Corporation and no decrease in customer service levels.

The compressed work week schedule will consist of eight (8) 7 ¾ hour days and one (1) 8 hour day, although Management reserves the right to schedule an employee for nine (9) hours, without incurring overtime costs when a statutory holiday occurs within a pay period. Overtime will be paid for all hours worked in excess of 70 hours bi-weekly and all hours in excess of 42.5 hours weekly. The hours of work will fall between 8:00 a.m. and 5:30 p.m., Monday to Friday.

Management will be responsible for scheduling the compressed work week day off for employees working a Nine-Day Fortnight. Employee’s desire for the day of the week for their compressed work day off will be reasonable accommodated subject to work requirements.

Unpaid meal periods shall be scheduled as close as possible to the middle of the work day. The length of the meal period shall be not then than thirty (30) nor more than sixty (60) minutes and shall be discussed by Management and the specific employees.

When a statutory holiday falls on an employee’s scheduled compressed work day off, the employee will have another compressed work day off that is agreeable with Management. The rescheduling of a compressed working day off due to a statutory holiday cannot include the one day that is eight (8) hours in length during a Nine-Day Fortnight period.

Sick leave will be based on the actual hours of time lost due to sickness. In the event sickness occurs during a non-standard 7 ¾ hour work day, sick leave will be paid for a maximum of 7 ¾ hours. In the event sickness occurs during a scheduled non-standard eight (8) hour work day, sick leave will be paid for a maximum of eight (8) hours. In the event sickness occurs during a scheduled compressed work day off, no sick leave benefits will be paid.

No claim for “Acting in a Senior Position” shall be made because of the absence of incumbents in senior positions due to the Nine-Day Fortnight unless the employee is requested or directed to perform, temporarily, work of a higher rated classification for one or more hours at the higher rated position.

Although the regular part-time employee’s regular hours shall be seven (7) hours per day, it may be necessary, in certain circumstances to change the work schedule to meet the above outlines. The employer will endeavor to provide as much notice as possible to the employee.

President, CUPE 498

Mayor

Representative, CUPE 498

Director of Corporate Services