

1997 - 1999

COLLECTIVE AGREEMENT

between the

**CORPORATION OF THE CITY OF NORTH VANCOUVER**

and the

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

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THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord, One Thousand Nine Hundred and Ninety-Eight.

**1997 - 1999**

BETWEEN:

**THE CORPORATION OF THE CITY OF NORTH VANCOUVER**

(hereinafter called the "Corporation")

OF THE FIRST PART

AND:

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

Being an organization of the employees of the  
Corporation of the City of North Vancouver  
engaged in Street, Water, Sewer, Parks,  
General Maintenance, and Clerical Work

(hereinafter called "the Union")

OF THE SECOND PART

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WHEREAS it is the desire of both parties to this Agreement to maintain the existing harmonious relationship between the Corporation and the employees, to recognize the mutual value of joint discussions and negotiation in all matters pertaining to promote the well-being, morale and security of those employees included in the bargaining unit; and for the purpose of implementing the spirit and intent of the foregoing and without surrendering the right of the Corporation to determine policy, it is agreed that where a change of policy affects employees' security to a major extent the Union will be advised of such contemplated change and an opportunity afforded to the Union representatives to consult with the Corporation's representatives in the practical application of such contemplated change;

AND WHEREAS, the parties to the second part have formed a Union, hereinafter called "the Union";

AND WHEREAS, the Corporation approved and recognizes the Union as sole Bargaining Agency on behalf of its employees engaged in street, water, sewer, parks, general maintenance, and clerical work;

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

AND WHEREAS, the coverage of this Agreement shall apply to all those employed by the Corporation who occupy the position classes listed under Schedules "A" and "B" of this Agreement and amendments thereto by agreement of the parties or in accordance with the Labour Code:

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

#### ARTICLE 1: TERM OF AGREEMENT

This Agreement shall be for a term of three years with effect from 1997 January 01 to 1999 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code this Agreement shall continue in full force and effect, and, except with respect to changes to rates of pay made pursuant to the Job Evaluation Agreement between the parties et al., neither party shall make any change nor alter the terms of this Agreement until

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

whichever is the earliest.

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

#### ARTICLE 2: UNION SECURITY

##### 2.1 Union Membership

All present employees who are now members of the Union shall remain members of the Union. All new employees, shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All such

employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.

## 2.2 Dues Deduction

The Corporation agrees to honour assignments of wages for Union Dues and Fees, upon receipt by the Treasurer of a signed authorization form from the employees concerned at least ten (10) days prior to the regular time of making such deductions that month.

## 2.3 Remittance of Deduction

The Corporation agrees to remit the deductions, made under Article 2.2 to the Union each month together with a list of those employees from whom such deductions were made. Such deductions and list shall be forwarded to the Union, not later than the tenth (10th) day of the month following the month for which such deductions were made.

# ARTICLE 3: HOURS OF WORK

## 3.1 Regular Hours

- (a) The regular hours of work for Outside employees shall not exceed eight (8) hours per day nor forty (40) hours per week, Monday to Friday inclusive.
- (b) The regular hours of work for Inside employees shall not exceed seven (7) hours per day nor thirty-five (35) hours per week, Monday to Friday inclusive.
- (c) The working week shall commence at 8:00 a.m. Monday for Outside employees and at 8:30 a.m. Monday for Inside employees.
- (d) Outside employees shall be entitled to one-half ( $\frac{1}{2}$ ) hour for lunch; and Inside employees shall be entitled to one (1) hour for lunch.
- (e) It is agreed that Telephone Operator/Receptionist (RCMP Detachment), Communications Operator 1, 2 and 3 and Counter Clerk-Police shall continue on a 5-day on, 2-day off schedule within a 6-day operation Monday to Saturday, on a 7-hour working day with shift differential applied as per Agreement.

In the event of a 7-day operation the aforementioned operators' schedules shall not exceed a 6-day on, 2-day off to an average of 35 hours weekly over a reasonable number of weeks.

### 3.2 Non-Regular Hours

Notwithstanding Article 3.1 of the Collective Agreement, it is agreed that certain essential duties are necessarily performed on Saturdays and Sundays and/or with daily starting times other than 8:00 a.m. for Outside employees and 8:30 a.m. for Inside employees. It is further agreed that those classes of employees set out in Schedule "C" attached hereto, may have a normal work week other than Monday through Friday and/or with daily starting times other than those mentioned above, and that classes included in the said Schedule "C" may be altered or added to from time to time according to civic requirements, by mutual consent of the parties hereto.

It is agreed that, subject to working out specific details, the Corporation shall be at liberty to implement a seven (7) day work week for its street cleaning operations. It is understood and agreed that each employee who might be engaged in such operations will be entitled to two (2) consecutive days off per week.

### 3.3 Hours Free Between Work Periods

- (a) Except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout and non-standard work week provisions) employees shall have not less than eight (8) consecutive hours free from work between each shift worked and not less than thirty-two (32) consecutive hours free from work each week.
- (b) Where an employee is required to work within the eight (8) or thirty-two (32) hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.

### 3.4 Eating Period

The eating period provided under 3.1(d) shall be scheduled so as to prevent any employee from working more than five (5) consecutive hours without an unpaid eating period.

### 3.5 Rest Periods

It is agreed and understood that all employees shall be permitted a ten (10) minute rest period both in the first half and second half of each working shift. It is further understood and agreed that such periods shall be taken at times that will cause the least possible interference with the work in which the employees are engaged.

### 3.6 Special Shift

- (a) A special shift shall be defined as eight (8) consecutive hours in a twenty-four (24) hour period commencing with the start of such shift. It is agreed that the special shift shall be completed between 8:00 a.m. Monday and 8:00 a.m. Saturday in any week.
- (b) That the Corporation guarantees a minimum of forty (40) hour work week, exclusive of overtime payments.
- (c) That the employee shall be advised at least fifteen (15) hours prior to the commencement of such special shift that the employee will report for work on such special shift.
- (d) That between the end of such special shift and the return by the employee to the regular day shift, not less than sixteen (16) hours shall have elapsed before the employee returns to the regular day shift.
- (e) Notwithstanding the provisions of Article 3.6, it is agreed and understood that certain Park Attendants (includes a Cemetery Caretaker) as designated by the City Engineer may be required to work on Saturdays and/or Sundays. However, such employee shall not be required to work more than five (5) consecutive shifts, which shall be followed by two (2) consecutive days off. It is agreed and understood further, that in addition, the provisions of Article 3.6(b), (c), (d), and Article 4.8 shall apply.
- (f) It is agreed that the application of Article 3.6(a) of the Collective Agreement shall be limited to emergent situations, and that the Union office will be notified of the institution of any special shift as soon as possible following the decision by the Corporation to institute it. Notwithstanding the provisions of the said Article 3.6(a), a special shift may be instituted to take place at any time, subject to the aforementioned provisions.
- (g) Where the employee is required to work a special shift that day, such employee shall be paid for the hours worked, other than the hours of the special shift at overtime rates with a minimum of two (2) hours at such overtime rates.

### 3.7 Split Shift

- (a) A split shift shall be confined to the regular work week, Monday to Friday inclusive.
- (b) Where an employee works a split shift, the shift shall be completed within twelve (12) hours of commencing such shift.

- (c) The Corporation guarantees a minimum of forty (40) hours work week exclusive of overtime payments.
- (d) The employee required to work such Split Shift shall be advised prior to the completion of the regular shift on the day previous to the day upon which the employee is to work the split shift.
- (e) A premium rate of ten (10) cents per hour shall be paid for each hour of the second portion of the split shift. Where an employee is required to work a split shift that day, the last portion of such shift shall be at overtime rates, with a minimum of two (2) hours' pay at such overtime rates.

### 3.8 Hours of Work - Auxiliary Employees

Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for all Auxiliary Employees except in the case of an Auxiliary Employee working in a position normally occupied by a Full-Time Employee whose normal hours shall be deemed to be the normal hours of the Auxiliary Employee.

## ARTICLE 4: CLASSIFICATION AND PAY

### 4.1 Classification and Evaluation of Positions

- (a) The classification, evaluation, reclassification and revaluation of positions covered by this Agreement shall be determined in accordance with the procedure set forth in the current classification and evaluation agreement made between the Corporation and the Union et al.
- (b) New employees or employees re-engaged shall be entitled to the standard rate of wage for the position in which engaged. If there is no classification or wage scale in Schedules "A" or "B" of this Agreement covering the position, such shall be negotiated between the Corporation and the Union, as per Article 4.1(a).

### 4.2 Definitions of Employees

A Regular Full-Time Employee is an employee who is employed on a full-time basis of thirty-five (35), thirty-seven and one-half (37½), forty (40) or such other number of weekly hours as is recognized in the Collective Agreement as normal for a particular class of positions, for an indefinite period of time.

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

Where Temporary Full-Time Employees are hired for a specific project and are advised at the time of being hired of the expected duration of the project, the Corporation will notify the Union as soon as possible in the event circumstances subsequently arise which have the effect of terminating the project earlier than had been expected and announced.

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

An Auxiliary Employee is any other employee.

#### 4.3 Probation Period

(a) Every employee who commences employment with the Corporation on or after the date of execution of this Agreement by the Corporation shall have probationary status during the first continuous six (6) months of employment. An employee shall not accumulate seniority rights during the probation period. However, upon the successful completion of the probation period an employee's seniority shall be calculated based on the employee's date of hire.

#### (b) Promotion and Transfers

In the event an employee is promoted or transferred to a higher-rated position, the employee shall be considered to be on trial for a period of not more than sixty (60) working days. Upon promotion or transfer the employee shall receive the classification rate or the salary range rate immediately above the employee's previous salary rate. If at the end of the trial period the employee is not considered satisfactory in the higher-rated position, the employee shall be returned to the employee's previous position without loss of seniority. It is agreed that the time limit mentioned herein may be extended by mutual agreement.

#### 4.4 Acting in Senior Capacity

(a) Any employee who is paid hourly and who is placed temporarily in a higher rated position than the employee's regular position, shall be paid the higher rate of pay whilst so employed in the higher rated position, provided that this Clause shall not apply to Foreman or Sub-Foreman, unless they are specifically appointed as such by the City Engineer.

(b) On every occasion that an Inside employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position which the employee normally holds,

the employee shall be paid for every day the duties of the senior position are carried out at the minimum rate in the scale for such senior position, except where the salary received in the employee's own position is equal to, or exceeds, the minimum of the senior position in which case the employee shall receive the next higher rate in the pay range of the senior position.

For the purpose of this section, appointments of Inside employees to a level of higher responsibility must be authorized in writing by the Head of the Department.

#### 4.5 Wages and Salaries

Wages and salaries for all employees shall be in accordance with Schedules "A" and "B" attached hereto and forming part of this Agreement.

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

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

$$\text{hourly rate} \times \frac{\text{bi-weekly hours}}{\text{hours}} = \text{bi-weekly rate (taken to 2 decimal places)}$$

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

#### 4.7 Increments

##### (a) Regular Full-Time and Temporary Full-Time Employees

The steps in the salary range in Schedule "A" are to be awarded as set out below, provided they have been earned by the employee and are recommended by the Department Head. In the event that a Department Head does not consider that an employee merits an increase to the next step in the range, the Department Head shall advise the Union and the employee of the reason(s) for withholding the increment and also advise the employee as to how the employee may improve his efficiency, and that the progress of such employee will be reviewed within six (6) months, to ascertain whether the employee's work has improved sufficiently to warrant an increase in his salary range.

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

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

Pay Grade 16 and above: annually at the beginning of each calendar year.

(b) Regular Part-Time and Auxiliary Employees

Where pay ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the number of hours served by a Regular Full-Time Employee for such eligibility, e.g., 1827 or 2088 hours.

4.8 Shift Premium

Except as otherwise noted, all employees shall be paid a shift premium of seventy-five cents (75¢) payable for all regular hours worked beyond the one hour on either side of the recognized regular daily hours of work, provided that where the majority of an employee's regular hours fall outside the period defined above, the shift premium shall be paid for all regular hours worked on the shift. For the purpose of this Article, recognized regular daily hours of work are those hours defined in Article 3.1.

No shift premiums shall be paid to Auxiliary Employees unless they are relieving Full-Time Employees on shifts that would otherwise carry such premiums.

4.9 Daily Guarantee

- (a) Subject to the provisions of subsection 4.9(c), an employee reporting for the scheduled shift on the call of the Corporation, shall receive the regular hourly rate of pay for the entire period spent at work, with a minimum of two (2) hours' pay at his regular hourly rate.
- (b) Subject to the provisions of subsection 4.9(c), an employee other than a school student on a school day who commences work on a scheduled shift, shall receive the regular hourly rate of pay for the entire period spent at work, with a minimum of four (4) hours' pay at the regular hourly rate.
- (c) In any case where an employee (i) reports for the regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, the employee shall not be entitled to receive the minimum payments set forth in subsections 4.9(a) and 4.9(b).

#### 4.10 Callout

- (a) Callout is defined as being called back to work at any time following completion of a Regular Full-Time Employee's or Temporary Full-Time Employee's regular shift except when prescheduled by notice provided prior to the end of the employee's previous regular shift which is defined as overtime in Article 4.12.
- (b) A Regular Full-Time Employee or Temporary Full-Time Employee who is called out shall be paid double time without exception for the time actually worked plus one (1) hour's allowance for travelling to and from home, with a minimum of three (3) hours pay at double time (the minimum includes one (1) hour for travelling time).
- (c) If additional calls are made upon the employee prior to the expiry of the three (3) hour period or prior to arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours minimum, but the employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for travelling to and from home. If two separate callouts are completed within a three (3) hour period, the minimum payment shall be four (4) hours at double time (the minimum includes two (2) hours for travelling time).
- (d) Notwithstanding the callout minimum, an employee who is at the work place prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.

#### 4.11 Standby

- (a) Regular Full-Time Employees and Temporary Full-Time Employees who are on standby for a call to work between the end of a regular day shift on the first day of work in a week as defined in Article 3.1 (excluding public holidays) and the beginning of a regular day shift on the last day of work in the week, shall be paid one (1) hour's pay at the employee's classified rate of pay for each period of eight (8) hours that the employee stands by in addition to any callout pay under Article 4.10.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees who stand by for a call to work at any other time (that is, during public holidays and week-ends) shall be paid one (1) hour's pay at the employee's classified rate of pay for each period of six (6) hours that the employee stands by in addition to any callout pay as entitled under Article 4.10.

- (c) Where the period of time which an employee stands by exceeds a multiple of six (6) hours or eight (8) hours (as the case may be) the residual balance shall be compensated as follows:
  - (1) one-half ( $\frac{1}{2}$ ) hour standby pay for periods of half or less than half of the full period.
  - (2) one (1) hour standby pay for periods of more than half of the full period.
- (d) Employees engaged in standby are paid at their respective classified pay rates.

#### 4.12 Overtime--Regular Full-Time and Temporary Full-Time Employees

- (a) Overtime shall be defined for Regular Full-Time and Temporary Full-Time Employees as:
  - (1) time worked, immediately following the employee's regular shift;
  - (2) time worked immediately preceding the employee's regular shift where it has been prescheduled by notice provided prior to the end of the employee's previous regular shift;
  - (3) time worked at any other time where it has been prescheduled by notice provided prior to the end of the employee's previous regular shift except as provided in Article 6.3(c).
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for the performance of overtime work under Article (a) at the following overtime rates:
  - (1) time and one-half the rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift.
  - (2) double the rate of pay for all overtime worked in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift.
  - (3) double the rate of pay for all overtime worked at any other time than at the times set forth in items (1) or (2) of 4.12(b). Employees shall be paid a minimum of one and one-half ( $1\frac{1}{2}$ ) hours at double time for overtime worked pursuant to this paragraph (b)(3).

- (c) The provisions of Article 4.12 shall apply to overtime performed by order of a Department Head.

- (d) Banking Overtime

All employees who are required to work overtime shall elect at the time of working such overtime whether to be paid for it or instead to receive compensating time off in lieu. An employee who elects to receive compensating time off, shall be credited with compensating time off equivalent to the number of hours which would have been paid for the overtime worked, and, subject to an employee's request to be granted compensating time off being approved by the employee's Department Head (or delegate), such employee shall be granted any portion of the compensating time off at the rate or rates in effect at the time the overtime in question was worked. All compensating time off credited during a particular calendar year but which has not been granted to an employee by March 31st of the immediately following year shall be paid in cash at that time at the pay rate or rates in effect at the time the overtime in question was worked.

#### 4.13 Overtime--Regular Part-Time and Auxiliary Employees

- (a) For purposes of applying overtime rates, normal daily and weekly hours for all Regular Part-Time Employees shall be deemed to be those of a Regular Full-Time Employee whose position is similarly classified.
- (b) An Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a 7-day week basis, shall be permitted to work at straight-time rates for up to eight (8) hours per day on any five (5) days during a work week (which for the purposes of this Article shall be deemed to commence at 12:01 a.m. on Monday morning and to end at 11:59 p.m. on the immediately following Sunday).
- (c) An Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a 6-day week basis, shall be permitted to work at straight-time rates for up to eight (8) hours per day on any five (5) days during the 6-day week as defined in the Collective Agreement.
- (d) Regular Part-Time and Auxiliary Employees shall be paid for overtime work at the following rates:
  - (1) Time and one-half (1½X) for the first four (4) hours worked in excess of the normal daily hours in a day;

- (2) Two times (2X) for hours worked beyond four (4) in excess of the normal daily hours in a day;
- (3) In any case where an employee has already performed work on five (5) days during the week, time and one-half (1½X) for any hours worked prior to 12:00 noon on the sixth day of work in that week, two times (2X) for hours worked after 12:00 noon on the sixth day, and two times (2X) for all hours worked on the seventh day of work in that week.

#### 4.14 Machinery Lay-up or Overhaul

- (a) In the event a machine is laid up due to lack of work, overhaul or other cause, the operator of such machine shall suffer no reduction in wage rate for a period of ten (10) working days except where such employee is laid off in accordance with the provisions of Article 5.3(a). During the period in which an employee's wage rate is protected by this paragraph, the employee shall be assigned other duties by the Corporation but shall not displace any other classified equipment operator or truck driver.
- (b) Provided however, in the event an operator is required to work on the machine during periods of overhaul such employee shall continue to be paid the operator rate, and the provisions of Article 4.14(a) shall not be applicable.
- (c) It is agreed and understood that where a machine operator is employed on a special project or seasonal expansion, the provisions of Article 4.14(a) shall not apply; however, the provisions of Article 4.4(a) and 4.14(b) will be applicable.

#### 4.15 Meal Periods and Meal Allowances

##### (a) During Overtime

If a Regular Full-Time Employee or Temporary Full-Time Employee is required to work overtime immediately following or immediately preceding the employee's regular shift under Article 4.12(b)(1) or (2) then upon the completion by the employee of two (2) continuous hours of such overtime work, the employee shall be given a paid meal period of one-half (½) hour which the Corporation may permit the employee to begin at any time within the two (2) hour period; provided however that, except in the case of an emergency, the meal periods shall begin no later than the end of the two (2) hour work period. Upon the completion of each succeeding three and one-half (3½) continuous hours of overtime work, the employee shall be given another paid meal period of one-half (½) hour which, except in an emergency, shall be taken no later than the end of each three and one-half (3½) hour work period.

(b) During Overtime, Callouts and Pre-Scheduled Overtime

A Regular Full-Time Employee or Temporary Full-Time Employee who completes three and one-half (3½) continuous hours of callout work or overtime work occurring at any time other than immediately following or immediately preceding the employee's regular shift shall be given a paid meal period of one-half (½) hour which the Corporation may permit the employee to begin at any time within the three and one-half (3½) hour work period; provided however, that, except in the case of an emergency, the meal period shall begin no later than the end of the three and one-half (3½) hour work period. Upon the completion of each succeeding three and one-half (3½) continuous hours of callout work or overtime work, the employee shall be given another paid meal period of one-half (½) hour which, except in an emergency, shall be taken no later than the end of each three and one-half (3½) hour work period.

(c) For each meal period given to an employee under Article 4.15(a), or Article 4.15(b) the employee shall be paid one-half (½) hour's pay at double the employee's regular rate of pay.

(d) Where by reason of an emergency it is not feasible to give a meal period at the designated time under Article 4.15(a) or Article 4.15(b) it shall be taken as soon as practicable and in addition the Corporation shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal period.

4.16 Effective Dates of Individual Pay Adjustments

Individual pay adjustments arising from periodic increments, reclassifications, revaluations and promotions (but not for acting in a higher capacity) are to commence at the beginning of the bi-weekly pay period the first day of which is nearest the calendar date of the pay adjustment.

N.B. This item is not intended to interfere with current provisions regarding pay for acting in a higher capacity.

ARTICLE 5: EMPLOYMENT5.1 Posting Vacancies

(a) Where vacancies exist or new positions are created, notice shall be posted in the Corporation's offices, and a copy giving full particulars shall be mailed to the Union office. Notices shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or

salary rate or range, and anticipated length of any temporary assignment, if posted. All job postings shall state "this position is open to male and female applicants". The position shall be filled on a regular basis no later than thirty (30) days after the posting of the notice. The Secretary of the Union shall be informed, in writing, of the name of the successful applicant within seven (7) days of the position being filled. Notwithstanding the foregoing, the Corporation may for any reason refrain from filling any position which becomes vacant, or may defer making an appointment if all applicants fail to meet the requirements of the position.

- (b) It is agreed and understood between the parties to this Agreement that Article 5.1(a) above, shall not apply to the position classification of Labourer I.
- (c) Where there is a vacancy in a category with a number of classifications, and such vacancy occurs in a classification other than the lowest, it is agreed that the posting required by Article 5.1(a) above will not be required, provided the Corporation gives the first opportunity to fill the vacancy to the senior employee with the required skills, knowledge and ability for the position, in the classification next below the classification where the vacancy occurs, for a trial period in accordance with the requirements of Article 4.3(b); provided that the Corporation agrees to post the details of the promotion or promotions for a period of seven (7) days, and in such posting give notice that any employee of the Corporation who feels they have the required ability and seniority for a position so posted, may make application and the Corporation shall consider same before the position is permanently filled, and provided further that where there is no employee on the Corporation's permanent staff with the required skills, knowledge and ability for the position and there is a trainee on staff under any training plan mutually agreed upon in the future between the parties hereto, such trainee shall be given an opportunity to fill the vacancy referred to in the Article.

## 5.2 Seniority

- (a) In making promotions, demotions or transfers, the required knowledge, ability and skills for the position shall be the primary consideration and where in the opinion of the pertinent Department Head, two or more applicants are equally capable of fulfilling the duties of the position, the length of service with the Corporation shall be the determining factor.
- (b) In calculating the length of service of an employee, time absent due to Maternity Leave, Adoption Leave, Workers' Compensation, Sick Leave, Union Leave pursuant to Article 6.9(b)(3) to 6.9(b)(6), or paid Leave of Absence officially granted, shall be calculated as a part of the employee's service for the determination of eligibility for perquisites and in determining the length of service of

the employee. Time absent during a period of layoff shall not be included in determining an employee's eligibility for prerequisites or length of service but shall be included for purposes of calculating seniority.

(c) Regular Seniority Pool

A Seniority Pool will be established for Regular Full-Time, Temporary Full-Time and Regular Part-Time Employees.

Access to the Regular Seniority Pool will be extended to:

- (a) All Regular Full-Time Employees upon completion of the probationary period.
- (b) All Temporary Full-Time Employees pursuant to paragraph (d) below.
- (c) All Regular Part-Time Employees upon completion of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similarly classified position.

Upon qualifying for a Regular Seniority Pool, an employee will be credited with the full period of service or all hours worked since the first day of employment in one or other of the eligible categories, i.e. Regular Full-Time, Temporary Full-Time or Regular Part-Time.

- (d)
  - (1) Temporary Full-Time Employees, upon completing six (6) continuous months of service, shall have access to the Regular Seniority Pool for purposes of promotions and recall only, except in the case of Temporary Full-Time Employees classified as Labourer I who shall also have the right to displace other Temporary Full-Time Employees classified as Labourer I with less seniority provided they are qualified to perform the work.
  - (2) Temporary Full-Time Employees who accumulate twelve (12) months of service in twenty-four (24) calendar months shall have access to the Regular Seniority Pool for purposes of promotion, layoff and recall provided, however, that they may only bump other Temporary Full-Time Employees.
  - (3) Temporary Full-Time Employees, upon completing twelve (12) months of continuous service, shall have access to the Regular Seniority Pool pursuant to Article 5.2(c) for purposes of promotion, layoff and recall.

(e) Auxiliary Seniority

- (1) As soon as an Auxiliary Employee has worked 1,500 hours within two (2) consecutive calendar years, such employee shall gain entry onto the Auxiliary Seniority List and shall be deemed to possess seniority.
- (2) Upon gaining entry onto the Auxiliary Seniority List, an employee shall be credited with the number of hours worked in any class of positions, and shall hold class seniority in any such class accordingly.
- (3) An employee who has gained entry onto the Auxiliary Seniority List, shall continue to accumulate class seniority in any class in which the employee works in accordance with the number of hours worked in a position within such class.
- (4) An Auxiliary Employee's seniority shall be lost as the result of a break in service with the Corporation which exceeds one year.
- (5) Auxiliary class seniority shall be exercised bargaining unit wide.
- (6) In the event of a layoff of Auxiliary Employees within a class, those employees having greatest seniority within the class shall be the last ones laid off. Auxiliary Employees who have acquired seniority rights in the Auxiliary Seniority Pool shall be given ten (10) days' notice of layoff.
- (7) Other than as might be provided for pursuant to the terms of paragraph (6) herein, no Auxiliary Employee shall have the right to bump another employee after having been laid off.
- (8) An Auxiliary Employee having class seniority, and having been laid off, must, if the employee wishes to be considered for future Auxiliary employment, elect to register with the Corporation for future Auxiliary employment in which case the employee will be given preference in hiring for future vacancies within various classes on the basis of class seniority.
- (9) Registration for future Auxiliary employment will be made upon a standard form which will be signed and dated by the applicant and which will state the classes within which the applicant would be willing to accept a position. The completed form will be signed and dated by an authorized representative of the Corporation and both the applicant and the Union will be provided with a copy by way of receipt.

- (10) When an Auxiliary Employee who has attained class seniority, who has been laid off and who has registered for future Auxiliary employment, also registers a desire to be taken into consideration for Auxiliary work in a class for which the employee does not possess class seniority, the employee shall be taken into consideration for appointment to a position within such new class on the basis of his skills, knowledge and ability, and in any case where there is no registered applicant possessing seniority in the new class in question, and where skills, knowledge and ability are sufficient so as to render the employee qualified, then
- (i) if the Auxiliary Employee is the only registered and qualified applicant, the employee shall be appointed to the said position.
  - (ii) if the Auxiliary Employee is one of several registered and qualified applicants, the appointment to the said position shall be based on their relative skills, knowledge and ability, and if their skills, knowledge and ability are considered to be equal, then the registered and qualified applicant possessing the greatest total Auxiliary seniority with the Corporation shall be appointed.

(f) Rights of Employees Promoted Out of the Bargaining Unit

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

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

5.3 Layoff and Recall

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

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

- (b) When a temporary layoff is necessary because of the inability to carry on a project efficiently in the judgement of the Department Head; the temporary layoff may take place by gangs, or parts of gangs; however, this shall apply only for layoffs anticipated not to exceed two (2) shifts; provided however, that where it is part of a gang the provisions of Article 5.3(a) shall apply.
- (c) It is understood and agreed that any employee affected under Articles 5.2, 5.3(a) or 5.3(b) above shall retain the right of appeal as contained in the grievance procedure.
- (d) No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows:

The Corporation shall make every reasonable attempt to contact and recall employees in order of bargaining unit-wide seniority provided they are qualified to perform the available work and providing they respond within the stipulated time limits. Such notice shall be given so as to be received at least twenty-four (24) hours prior to the required reporting time. Upon making contact with an employee, the Corporation shall specify the time when the employee shall report for work. An employee, who does not respond within forty-eight (48) hours of the Corporation's initial contact attempt, or who refuses to report for work, shall be dropped to the bottom of the appropriate list for recall. An employee shall report to work at the time specified by the Corporation or, in extenuating circumstances, within two (2) weeks of the Corporation's initial contact attempt. Each employee on layoff will be responsible for keeping the Corporation notified of a current contact point through which the employee can be reached.

It shall be the duty of each employee laid off, to advise the Personnel Director in writing of the correct mailing address and telephone number and the Corporation if rehiring within one (1) year, shall advise the employee by telephone and/or letter of the date on which that person is required to report for duty.

- (e) Employees recalled within one (1) year of layoff shall, upon return to work, be credited with their previous length of service for determining their seniority and eligibility for vacation entitlement, sick leave, group life, medical, dental, extended health benefit, superannuation and service severance pay. Time absent

during a period of layoff shall not be included in determining an employee's eligibility for the above perquisites, except vacation entitlement, or length of service but shall be included for purposes of calculating seniority. Vacation pay will be prorated by the period of the layoff and an employee may elect not to take that portion of vacation which is unpaid.

#### 5.4 Termination of Employment

- (a) Employees shall be entitled to notice upon termination of service on the following basis:
  - (1) Less than one (1) year of service, two (2) weeks' notice or pay in lieu of notice.
  - (2) One (1) year of service or more, one (1) month's notice or pay in lieu of notice.
- (b) It is mutually agreed that the provisions of Article 5.4(a) do not apply in cases of temporary layoff or discharge for just cause.
- (c) An employee leaving the employment of the Corporation after ten (10) years of service and before retirement shall be entitled to receive a cash payment for fifty per cent (50%) of any unused Sick Leave, to a maximum of fifteen (15) working days.

### ARTICLE 6: BENEFITS

#### 6.1 Eligibility for Fringe Benefits

- (a) The eligibility of a Regular Full-Time Employee or Temporary Full-Time Employee for fringe benefits under this Collective Agreement shall be in accordance with the following:

<u>Benefit</u>	<u>Eligibility Date</u>
Public Holidays	- immediate
Jury Duty	- immediate
Extended Health Benefits Plan	- first of the month following three (3) months of employment

Vacation Leave - at the completion of one (1) month of employment

Benefit

Eligibility Date

MSP (Medical Services Plan) - first of the month following two (2) months of employment

Group Life Insurance - at the completion of three (3) months' employment

Sick Leave - at the completion of three (3) months' employment

Dental Plan - first of the month following six (6) months of employment for Regular Full-Time Employees and first of the month following twelve (12) months of continuous employment for Temporary Full-Time Employees

Compassionate Leave - at the completion of six (6) months' employment

Municipal Superannuation - upon completion of the six (6) month probationary period

(b) Benefits For Regular Part-Time Employees and Auxiliary Employees

Refer to Article 6.25.

6.2 Vacations

Vacations with pay shall be granted on the following basis:

- (a) Casual employees, in accordance with the Employment Standards Act.
- (b) New employees with less than twelve (12) calendar months of service, one (1) day for each month worked to a maximum of ten (10) working days.
- (c) (1) During the second up to and including the seventh calendar year of service - fifteen (15) working days.

- (2) During the eighth up to and including the fifteenth calendar year of service - twenty (20) working days.
- (3) During the sixteenth up to and including the twenty-third calendar year of service - twenty-five (25) working days.
- (4) During the twenty-fourth and all subsequent calendar years of service - thirty (30) working days.
- (5) It is agreed that in the case of three (3), four (4), and five (5) weeks annual vacation periods, no more than two (2) weeks may necessarily be consecutive.
- (6) An employee who is entitled to annual vacation of twenty (20) working days or more in any year:

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

PROVIDED HOWEVER that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Article 6.2(c)(6) shall be twenty (20) working days.

(d) Early Retirement

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

- (e) (1) All employees other than those entitled to an annual percentage of earnings in lieu of vacation, will be paid during their annual vacations at their respective regular or classified rates of pay.
- (2) As soon as possible following December 31st in each year, a vacation pay adjustment will be made in a lump sum to all employees other than those entitled to an annual percentage of earnings in lieu of vacation, where such employee's annual basic earnings exclusive of overtime and any other premium payments not normally taken into account in the

computation of annual vacation pay exceeds their regular base rate earnings during the year in question. Such cash payments shall reflect the proportionate difference between the actual annual basic earnings and regular base rate earnings applied to the employees' annual vacation pay for the year in question, but shall not be paid in any case where the total amount payable is less than one dollar (\$1.00).

PROVIDED THAT "calendar year" for the purpose of this Agreement shall mean the twelve month period from January 1st to December 31st, inclusive, and "week" for the purposes of this Agreement shall mean five (5) working days.

(f) Supplementary Vacation

Each employee shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation to which the employee is entitled under Article 6.2(c).

- (1) Each employee upon commencing his eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service in 1978 or in any subsequent year, shall thereupon become entitled to five (5) working days of supplementary vacation.
- (2) It is understood between the parties that each employee shall become entitled to supplementary vacation under this Article 6.2(f) on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain their supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (An explanatory note and table is annexed hereto as Schedule "D" for the purposes of clarification).

(g) Vacation in the Year of Retirement:

Any regular employee

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

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

(h) Vacation on Termination

Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation pay for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month greater than one-half worked to the date of termination, or at that percentage of wages earned during the calendar year set by the Employment Standards Act, whichever is greater. Provided that in all cases of termination of service for any reason other than for retirement or superannuation or on attaining maximum retirement age, adjustment will be made for any overpayment of vacation.

(i) Vacation on Layoff

Employees who are laid off shall receive vacation pay for the calendar year in which the layoff occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month greater than one-half worked to the date of layoff, or at that percentage of wages earned during the calendar year set by the Employment Standards Act, whichever is greater, provided that adjustment will be made for any overpayment of vacation.

6.3 Public Holidays

- (a) All employees hired on a full-time continuous basis shall be entitled to a holiday with pay upon the commencement of their employment on the following public holidays, namely: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by Council to be a civic holiday.

PROVIDED THAT:

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

SAVE AND EXCEPT THAT:

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

- (.01) one day's pay at his regular rate of pay, or
  - (.02) a holiday with pay within the calendar year in which such public holiday falls, on any normal working day which immediately precedes or immediately follows one of the employee's normal rest days or one of the public holidays hereinbefore defined in this Article 6.3(a).
- (2) In the case of an employee's termination of service for any reason, adjustment will be made for any overcompensation provided under Section 6.3(a)(1)(.02) herein.
  - (3) Prior to the posting of any notice advising the employees of their entitlement under Section 6.3(a)(1) herein, the Corporation will afford the Union an opportunity to discuss the substance of the notice.
- (b) If a Public Holiday falls on a regular working day while an employee is on annual vacation, the employee shall receive one (1) additional day of vacation with pay in lieu of the said Public Holiday.
  - (c) Subject to Article 6.3(e), the following provisions shall apply to the employees hereinafter specified whose duties normally require them to work on public holidays or on scheduled shift work:
    - (1) if employee(s), whose duties normally require them to work on public holidays or on scheduled shift work (but not including an employee who regularly works on day shift from Monday to Friday inclusive), is required to work on any public holiday as provided in Article 6.3(a) which falls on or is observed on any day from Monday to Friday inclusive, then the employees shall be paid the regular pay for the holiday and in addition thereto shall be given compensating time off equivalent

to one and one-half (1½) times the number of hours worked on that public holiday;

- (2) if such employee is required to work on the day off given in lieu of a public holiday, pursuant to the provisions of this Article 6.3(c), then in lieu of such holiday the employee shall be paid the regular pay for the holiday plus double the hourly rate of pay of the employee computed on the basis of the normal working hours for the hours worked on such day off;
- (3) time worked on a public holiday or on the day off given to the employees in lieu of a public holiday pursuant to the provisions of this Article 6.3(c) shall not be treated as overtime except as provided in Article 4.11(a), and (b).
- (d) Whenever a public holiday defined in Article 6.3(a) falls on a Saturday or Sunday and is observed on any day from Monday to Friday, the day on which such holiday is observed shall, for the purposes of those employees referred to in Article 6.3(c), be deemed to be a public holiday and if such employees work on the Saturday or Sunday they shall not be entitled to public holiday premium pay for work on either of those days.

Notwithstanding anything contained in Articles 6.3(a) or 6.3(c) prior to the beginning of any calendar year the Corporation and the Union may agree that whenever a Public Holiday defined in Article 6.3(a) falls on a Saturday or Sunday, those employees referred to in Article 6.3(c) shall be paid public holiday premium pay for working on the Saturday or Sunday but such employees shall be paid public holiday premium pay only once for the same holiday.

For the purposes of this Article 6.3(d) "public holiday premium pay" means the equivalent compensation paid to employees referred to in Article 6.3(c) for working on a public holiday defined in Article 6.3(a) which falls on or is observed on any day from Monday to Friday.

- (e) An employee (except an employee governed by Article 6.3(c)) who is required to work on a public holiday defined in Article 6.3(a) which falls on or is observed on any day from Monday to Friday inclusive shall be paid the normal rate for the said holiday plus double the hourly rate of pay of the employee computed on the basis of the normal working hours for the hours worked on the holiday.
- (f) Public Holidays--Regular Part-Time and Auxiliary Employees

A public holiday will be treated as a normal working day for all Auxiliary and Regular Part-Time Employees. Thus, an employee who works on a public holiday will be paid at straight-time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.

#### 6.4 Sick Leave

- (a) Employees shall be granted Sick Leave with pay on the basis of one and two-thirds ( $1\frac{2}{3}$ ) days per month, retroactive to the first completed calendar month of employment. Any unused portions of Sick Leave shall accumulate to a maximum of one hundred and twenty (120) working days.
- (b) Notwithstanding the foregoing Article 6.4(a), the Corporation may, at its own discretion, grant further periods of sick leave in special circumstances.
- (c) Medical Certification may be required by the Corporation as proof of sickness.

#### 6.5 WCB

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

#### 6.6 Compassionate Leave

- (a) Any employee who has completed six (6) months of employment, may be granted compassionate leave without loss of pay for a period not to exceed three (3) working days in the following events:
  - (1) in the case of the death of the employee's wife, husband, child, ward, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian or common-law spouse; or
  - (2) in the case of the death of any other relative if living in the employee's household.

- (b) Any employee who qualifies for compassionate leave without loss of pay under Article 6.6(a) herein, and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under Article 6.6(a) and 6.6(b) herein shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for compassionate leave without loss of pay under Article 6.6(a) herein may be granted such leave when on annual vacation if approved by the Department Head. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such compassionate leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Department Head, an employee may be granted leave of up to one-half ( $\frac{1}{2}$ ) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Article 6.6(a) herein.

#### 6.7 Jury Duty and Witness

Any employee called for Jury Duty, or as a witness, will be allowed time off during the period of such duty and the employee's regular pay will be continued. Any remuneration received for such duty will be remitted to the City Treasurer, with the appropriate Department Head being responsible to ensure such payment is made.

PROVIDED HOWEVER that the City will not make any allowance for payment of additional transportation costs, parking fees, lunches, etc., incurred while on such duty, nor shall these costs be deducted from the fees received.

#### 6.8 Maternity and Parental Leave

##### (a) Length of Leave

##### Birth Mother

A pregnant employee shall be entitled to up to eighteen (18) consecutive weeks of maternity leave and up to twelve (12) consecutive weeks of

parental leave, all without pay. The parental leave must immediately follow the maternity leave.

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

#### Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to twelve (12) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee. An employee shall be entitled to an extension of up to fourteen (14) consecutive weeks without pay immediately following the parental leave.

#### Extensions - Special Circumstances

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

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

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

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

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)

- (3) The Corporation may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date of return to work.
- (5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

(c) Return to Work

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

(d) Sick Leave

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

(e) Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to

commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.

- (2) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Pension (Municipal) Act.

#### 6.9 Negotiation and Union Representatives' Leave

- (a) In the event of discussion being considered necessary by either party during the term of this Agreement relating to rates of pay, hours of work or other working conditions, it is agreed and understood that either party may require the other party to meet in order to carry out such discussions.

It is mutually agreed between the parties hereto that at any negotiations for the renewal or revision of this Agreement, the representatives appointed by each side shall not exceed five (5) members per side present at any meeting.

- (b)
  - (1) All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Corporation. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
  - (2) With respect to any leave of absence granted without pay, the Corporation shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Corporation's contribution on behalf of each such representative for group life insurance coverage, medical coverage, sickness, and accident insurance coverage and municipal superannuation. The Union shall then reimburse the Corporation to the amount of the account rendered within sixty (60) days.
  - (3) Upon application to, and upon receiving the permission of the Personnel Director in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Corporation or for the purpose of settling a grievance as outlined elsewhere in this Agreement. Not more than three such official representatives shall be granted leave of absence without loss of pay for the time so spent. Further official representatives may be granted leave of absence without pay.

- (4) Upon application to, and upon receiving the permission of the Personnel Director in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the national and B.C. divisional conventions of the C.U.P.E., the annual convention of the B.C. Federation of Labour and the biennial convention of the Canadian Labour Congress.
- (5) Upon application to, and upon receiving the permission of the Personnel Director in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.
- (6) The Corporation agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing duties as an officer of the Union shall not lose seniority in the services of the Corporation and shall continue to accumulate seniority while performing such duties. Upon retirement from duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the employee's former position was allocated and for which the employee is qualified if any position within such class is held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which the employee is qualified.
- (7) The Corporation agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the Vancouver Labour Council, the B.C. Federation of Labour or the Canadian Labour Congress shall be granted leave of absence without pay and shall not lose seniority in the service of the Corporation while on such leave of absence, it being understood that seniority does not accrue during leave of absence without pay. Upon termination of such period of office, such an employee may return to the first vacant position for which the employee is qualified in the service of the Corporation.
- (8) The Union shall provide the Corporation with a list of its elected officers, job stewards and any other official representatives. This list shall be kept current by the Union at all times.

The Corporation shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premium.

#### 6.11 Extended Health Benefits

The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, a vision care option (\$150.00 per person (effective 1998 May 01, \$200.00 per person; effective 1999 January 01, \$250.00 per person), payable per twenty-four (24) month period), coverage for hearing aids (maximum payable of \$400.00 per person (effective 1998 May 01, \$700.00 per person) in a five (5) calendar year period), orthopedic shoes (maximum payable of \$400.00 for adults/\$200.00 for children in a calendar year), diabetic equipment and supplies, ostomy supplies, clinical psychologist services (maximum payable of \$500.00 per person (effective 1998 May 01, \$600.00 per person) in a calendar year), and, effective 1998 May 01, coverage for the Nicotine Patch benefit with a \$350.00 per person lifetime maximum. The EHB lifetime maximum coverage under this Plan will be \$500,000 per person (effective 1998 May 01, \$1,000,000 per person).

The Corporation shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premium. Effective 1998 May 01, the Corporation shall pay one hundred percent (100%) of the premium.

#### 6.12 Dental Plan

The parties agree to continue a dental plan which shall be compulsory for all Regular Full-Time Employees who have completed six (6) months of continuous service and all Temporary Full-Time Employees who have completed twelve (12) months of continuous service on the following basis:

- (a) Basic Dental Services (Plan A) paying for eighty percent (80%) of the approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees.
- (c) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees to a lifetime maximum of \$1500 (effective 1998 May 01, \$1750; effective 1999 January 01, \$2000) for adults and dependent children as defined by the Plan.
- (d) The Corporation shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premium.

- (e) The compulsory feature does not apply to those employees who have coverage under some other dental plan if they advise the Personnel Director in writing at the time of their employment of their plan number and carrier name.

#### 6.13 Group Life Insurance

Upon completion of three (3) months of continuous full-time employment, an employee shall join the group life insurance plan, provisions of which are outlined hereunder:

- (a) Coverage shall be one and one-half (1½) times basic annual salary, which shall be computed to the next higher \$1,000.
- (b) Coverage shall be provided until age 65 without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age 65.
- (c) One thousand dollars (\$1,000) coverage shall be provided to employees who retire at age 65, or who terminate their employment having qualified for full vacation pursuant to the provisions of Article 6.2(g). Effective 1998 April 16, this paragraph is not applicable to employees who retire after 1999 December 31.
- (d) The cost of the \$1,000 coverage for retired employees shall be incorporated into the premiums paid by the Corporation and the active employees.
- (e) The Corporation shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premium.

#### 6.14 Optional Group Life Insurance

Subject to the provisions of the Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000) up to a maximum of two hundred and fifty thousand dollars (\$250,000). The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.

#### 6.15 Same Sex Benefit Coverage

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

#### 6.16 Retirement Benefit

- (a) Employees, upon retirement shall be entitled to a cash settlement for any unused Sick Leave pay to their credit at the date of retirement, provided however, that such cash settlement does not exceed thirty (30) working days' pay.
- (b) Vacation in Year of Retirement (See Article 6.2(g))

#### 6.17 Service Severance Pay

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

- (a) Employees leaving the service of the Corporation, 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.
- (b) Employees retiring from the service of the Corporation shall be paid at the rate of four (4) days' pay for each year of service with the Corporation.
- (c) For the purpose of Service Severance Pay, the following definitions shall apply:
  - (1) "Retirement" shall be defined as an employee leaving the service of the Corporation at any time following attainment of his or her minimum retirement age, as established under the Pension (Municipal) Act, or upon receipt of a Disability Allowance in accordance with the provisions of the Pension (Municipal) Act, or having twenty-five (25) years or more of pensionable service but leaving the service of the Corporation prior to attainment of the minimum retirement age.
  - (2) "Day's Pay" shall be defined as pay for one (1) day at the then current rate of pay for the classification in which the employee was regularly employed.

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

$$\frac{\text{Monthly rate} \times 12}{260.89} = \text{Daily Rate}$$

#### 6.18 Education Leave of Absence

The Corporation agrees to grant Leave of Absence with pay to any employee taking a course of study which requires absence from employment with the Corporation, provided such course relates to the Municipal duties of such employee and has been approved by the Department Head.

6.19 Continuation of Pension Contributions

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

6.20 Benefit Administration

Subject only to Schedule "G", the Corporation has the sole responsibility for all aspects of the administration of the health and welfare benefit plans. Benefits for eligible Regular Part-Time Employees shall be in accordance with Article 6.25.

6.21 Replacement of Hand Tools

In any case where Trades classifications or other employees are required by the Corporation to provide their own hand tools, and where such hand tools are broken as a result of such employee carrying out their required duties and responsibilities in a proper manner, then the Corporation shall pay the cost of replacing such broken hand tools, unless the employee is able to effect replacement without cost to himself under the terms of a guarantee or warranty.

The qualifying procedures for the replacement of broken hand tools as provided for are as follows:

- (a) The Corporation will designate those positions or classes of positions whose incumbents are required to provide their own hand tools.
- (b) Claims for replacement of any hand tool broken as a result of an employee carrying out the required duties and responsibilities in a proper manner, will be made on a form which will be supplied by the Corporation.
- (c) The broken hand tool will be submitted at the time an employee requests a copy of the form.
- (d) In order for a claim to be acceptable, breakage will have to be reported orally to the employee's designated supervisor at the earliest reasonable opportunity, and the form will have to be completed not later than the end of the working shift during which the breakage occurred.
- (e) When a claim has been accepted, the Corporation will provide a tool of the same or equivalent make and quality as the tool which was broken. Whenever it is

considered desirable by the employee that the Corporation should provide a tool which is the same as that which was broken, then if it is possible to purchase such replacement in the Greater Vancouver Area, the Corporation shall provide a tool of the same make and quality.

- (f) In the matter of adjudication of claims by the Corporation's supervisory staff, it is agreed that the employees will possess no right to appeal the decisions of their supervisors.
- (g) In the matter of any dispute which might arise over whether or not an employee is required to provide hand tools, the provisions of the Grievance Procedure contained in Article 7 of this Agreement will apply.

#### 6.22 Tool Reimbursement for Mechanics

Mechanics who are required to use their own tools shall be reimbursed up to \$150.00 per calendar year, non-accumulative, for the purchase of approved new tools that are required in the performance of their duties.

#### 6.23 Protective Clothing

The Corporation agrees to provide protective clothing to employees on the following basis:

- (a) Coveralls and Coverall Laundry Service
  - 1. All employees involved in spraying or otherwise applying herbicide, insecticide, or other toxic substance.
  - 2. Sanitary sewer crew - to those employees whose work requires them to be in contact with raw sewage.
  - 3. Garbage swampers.
  - 4. Waterworks crew - those employed in reducing valve, meter repair and maintenance.
  - 5. Garage staff.
- (b) Coveralls to those assigned to the Painting and Blacktop patching crews on a regular basis to a maximum of three (3) pair per person per year.
- (c) One (1) pair of coveralls (effective 1998 April 16, three (3) pairs of coveralls) per year to those employees engaged in grave digging.

(d) Protective Gloves

1. Waterproof gloves

(.01) Sanitary sewer crew - to those whose work requires them to be in contact with raw sewage.

(.02) Waterworks crew - to Fitters and Helpers engaged in repair and maintenance and other work which necessitates their wearing of protective gloves.

2. Work gloves - to those working as garbage swampers to a limit of four (4) pair per person per year.

(e) Safety Headgear to all employees who may be exposed to head injury hazards.

(f) Footwear

1. Rubber Boots - to all those where normal footwear does not provide adequate protection from wet conditions.

(.01) Sewer Crew members

(.02) Waterwork Crew members

(.03) Ditching and watercourse crews - hipwaders or rubber boots as required.

2. Wooden clogs - to each employee regularly assigned to the blacktop patching crew.

(g) The Corporation reserves the right to refuse to provide protective clothing should the employee's request not be accompanied by the worn-out protective article.

6.24 Premium Pay

(a) A premium of fifty cents (50¢) per hour shall be paid to sewers employees while they are in contact with live sewage.

(b) Effective 1998 April 16, a premium of fifty cents (\$0.50) per hour shall be paid to cemetery workers while they are performing disinterring duties. In

circumstances where water table problems exist, grave preparation and interment duties (excluding ashes) shall also qualify for the premium.

(c) First Aid Premium for Designated Holders of Industrial First Aid Certificates

Employees who are required by the Employer to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Occupational Health and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the Employer as follows:

	<u>Full-Time Employees</u>	<u>Regular Part-Time &amp; Auxiliary Employees</u>
OFA Level II	\$85 per month	55¢ per hour
OFA Level III	\$100 per month	65¢ per hour

The Employer will pay course fees for the OFA Level II and/or III course for employees who are required to have such certification.

6.25 Benefits and Payment in Lieu for Regular Part-Time and Auxiliary Employees

- (a) Auxiliary Employees shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits set forth in Articles 6.1 to 6.20 of this Agreement, provided however, that those Auxiliary Employees who have gained entry onto the Auxiliary Seniority list shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings.
- (b) No other benefits shall be provided to Auxiliary Employees unless expressly stated in this Article 6.25.
- (c) A Regular Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:
- (1) a payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay;
  - (2) Medical, Extended Health, Group Life and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the Corporation shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay one hundred percent (100%) of the premium for Medical;

- (3) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time Employees; and
  - (4) WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (d) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (c), the employee's current service shall count towards the benefit eligibility periods.

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

- (e) All Regular Part-Time Employees not covered by paragraph (c) shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay, provided however, that those Regular Part-Time Employees who have worked the equivalent of six (6) months shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings and shall be eligible for the benefits contained in paragraph (f) below.
- (f) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Bereavement Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on unpaid leave of absence.
- (g) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Article.

- (h) Current Regular Part-Time Employees who qualify for benefits pursuant to paragraph (c) shall be provided, as soon as possible following 1992 April 09 but no later than two (2) calendar months from that date, with a one-time choice between continuing to receive a percentage in lieu of benefits or to receive benefits pursuant to paragraph (c). Employees who do not make an election shall continue to receive a percentage in lieu of benefits. Eligible Regular Part-Time employees who elect to receive benefits shall be enrolled in the applicable benefits as soon as possible provided they have completed the respective eligibility periods (time worked prior to the date of ratification shall be considered but the benefits shall not be applied retroactively).

## ARTICLE 7: GRIEVANCE PROCEDURE AND ARBITRATION

### 7.1 Procedure

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

#### Step 1

The grievance shall be stated in writing, within ten (10) working days and shall state that the matter is a grievance in accordance with this Article and shall be submitted to the Department Head concerned.

#### Step 2

The Department Head shall review the matter and provide a written response within seven (7) working days of receipt of the grievance. Should the matter be unresolved, the Union may refer the grievance to Step 3 within seven (7) working days of receipt of the Department Head's written response.

#### Step 3

Within seven (7) working days of the referral to Step 3, the grievance shall be discussed between the Grievance Committee of the Corporation, the aggrieved employee, the Grievance Committee of the Union and/or the Official Representative of the Union. Should the parties be unable to settle the matter during the seven (7) working days, either party may refer the grievance to Step 4, Arbitration, within a further seven (7) working days.

#### Step 4 - Arbitration

A Board of Arbitration shall be formed to hear the Grievance. Either party shall notify the other, in writing, of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other party shall within five (5) days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be Chairperson. 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 Chairperson. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairperson shall be shared equally between the parties.

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.

By mutual agreement between the Corporation and the Union, the above time limits may be extended.

#### 7.2 Wrongful Dismissal

Where under Article 7 an Arbitration Board finds that an employee has been dismissed, suspended or otherwise disciplined for other than proper cause, such Arbitration Board may:

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

### ARTICLE 8: TECHNOLOGICAL CHANGE

#### 8.1 Notice of Change

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

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

## 8.2 Discussion

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

## 8.3 Referral to Arbitration

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

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

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under Article 7 of this Agreement, by-passing all other steps in the grievance procedure.

## 8.4 Arbitration Board

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

- (a) shall inform the Minister of Labour of its finding; and
- (b) may then or later make any one or more of the following orders:
  1. that the change be made in accordance with the terms of the Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
  2. that the Corporation will not proceed with the technological change for such period, not exceeding ninety days, as the arbitration board considers appropriate;

3. that the Corporation reinstate any employee displaced by reason of the technological change;
4. that the Corporation pay to that employee such compensation in respect of the displacement as the arbitration board considers reasonable.

#### ARTICLE 9: JOB SHARING

Effective 1998 April 16, job sharing is not a right of an employee but an accommodation that may be made by the Corporation to establish an alternative work arrangement enabling two employees to fill a single position. Each job sharing arrangement will be mutually agreed to by the Corporation and the Union.

#### ARTICLE 10: GENERAL PROVISIONS

##### 10.1 Crossing Picket Lines

It is hereby agreed between the parties to this Agreement that no employee will be required to enter any building, property or business where a Picket Line is legally established under the Statutes of the Province of British Columbia, it being understood that adequate arrangements will be permitted in cases of emergency.

##### 10.2 Amalgamation

In the event of a vote in favour of amalgamation in both the City and District of North Vancouver there will be established, within thirty (30) days of the execution of the City and District uniting agreement, a joint committee of Management and labour consisting of one (1) to be appointed by each of the two Councils and two (2) to be appointed by the Union to consider and make recommendations with respect to matters dealing with the integration of employees whose positions are affected by the amalgamation.

##### 10.3 Changes Affecting the Agreement

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

10.4 Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be established consisting of not more than five (5) representatives of the Corporation and not more than five (5) Union-appointed representatives. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Administrator.

10.5 Sexual Harassment

The Corporation and the Union agree that sexual harassment shall not be tolerated in the workplace.

10.6 Other Provisions

The Schedules attached hereto and marked with the letters "A", "B", "C", "D", "E", "F", "G" and "H", and the Letters of Understanding re Casual Pool Employees, Hours of Work and Secondary School Student Work Experience Placement which are annexed to, shall form part of this Agreement.

IN WITNESS HEREOF the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_

FOR:

The Corporation of the City of North  
Vancouver

Canadian Union of Public Employees, Local  
No. 389

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
SECRETARY-TREASURER