

**COLLECTIVE AGREEMENT**

BETWEEN

**THE TOWN OF CRESTON**

(hereinafter referred to as the "Town")

PARTY OF THE FIRST PART

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2092**

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

Effective March 1, 2001 to February 29<sup>th</sup>, 2004

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# ARTICLE I - RECOGNITION OF THE UNION

## 1.01 Exclusive Bargaining Agency

The Town recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.

## 1.02 Discrimination and Harassment

### a) Discrimination

The Town agrees that there shall be no intimidation or discrimination against any employee by reason of his/her activities as a member of the Union and the Union agrees that there shall be no intimidation on its part against any employee of the Town.

### b) Sexual/Personal Harassment

The Employer and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. Sexual and personal harassment shall be defined and dealt with under the Town's harassment policy.

## 1.03 No Strikes or Lockouts

The Union agrees that neither the Union nor any representative of the Union, nor any employee, shall in any way authorize, encourage, or participate in any strike, walkout, suspension of work, or slowdown, on the part of any employee or group of employees, during the life of this Agreement, and the Town agrees that it shall not cause or direct any lockout of its employees.

## 1.04 Managerial Exclusions

Without restricting the generality of the foregoing Sections, it is agreed that the following positions shall be excluded from the terms of this Agreement:

Chief Administrative Officer/  
Director of Corporate  
Administration Services  
Director of Financial Services  
Deputy Director of Corporate  
Administration Services  
Administrative Assistant

Director of Municipal Services/Chief  
Building Inspector  
Works Superintendent  
Utilities Supervisor  
Fire Chief

## 1.05 Union Check-Off and Induction

The Town agrees that any present employee who, at the date of this Agreement is a member of this Union, or any employee who hereafter during the life of this Agreement, becomes a member or who is re-instated as a member, shall as a condition of continued employment, maintain membership in good standing.

#### **1.06 Union Activity Restrictions**

No person shall solicit membership in the Union or collect dues for the Union or engage in any Union activity on Town time, except to the extent expressly provided for in this Agreement.

#### **1.07 Check-Off**

The Town agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees and written assignments of amounts equal to Union Dues, in accordance with the Labour Code of British Columbia.

#### **1.08 Dues Deductions**

The Town shall, during the life of this Agreement, deduct as a condition of employment a sum equivalent to dues as set by the Union from the pay due to each employee for each calendar month and remit the same to the Financial Secretary of the Union in the month following in which such deductions are made.

#### **1.09 Monthly Remittances**

The Town will, at the time of making such remittances, enclose a list of such employees from whose pay cheque such deductions are made.

#### **1.10 Rand Formula**

All employees from whom the equivalent of dues set by the Union is deducted shall be entitled to vote on all questions related to the ratification of collective agreements and/or job action.

#### **1.11 Record of Union Dues on T4 Slips**

The Employer will, at the time of preparation and issuance of T4 slips, include the Union dues deducted from each employee and record same on the T4 slip.

### **1.12 Union Steward(s)**

The Town agrees that the Union shall have the right to appoint or elect a Union Steward(s) and the Union agrees to advise the Town in writing of these appointments.

### **1.13 Bulletin Boards**

The Town agrees that the Union shall have the right to maintain a bulletin board in a conspicuous and convenient place, provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events, and reports of the Union.



## **ARTICLE II - MANAGEMENT RIGHTS**

### **2.01 Management and Direction of the Working Forces**

The management of the Town's business and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Town, except as may be otherwise specifically provided in this Agreement.

### **2.02 Rules and Regulations**

The Union agrees that the Town has the right to make and alter from time to time, as the necessity arises, rules and regulations to be observed by all employees, which rules, regulations and/or amendments shall not be inconsistent with the provisions of this Agreement.

### **2.03 Retirement Policy**

The Town shall have the right to retire an employee at age sixty-five (65) in accordance with the provisions of the Pension Municipal Act. The Union recognizes the Town's policy of retiring employees at the age of sixty-five, (65), and no new employees sixty-five (65) years of age or over shall be hired.

### **2.04 Emergency Assignments**

The Union agrees that the Town has the right to take instant steps to combat any emergency that may arise and use extra labour.

### **2.05 Contact With Employees in an Emergency**

The Town agrees that it will immediately call the regular employees by telephone and the Union agrees that the Town is not required to do any more than leave a message if the employee is not at the number.

### **2.06 Continuance of Emergency Assignments**

The Union agrees that the Town has the right to retain or dispense with the services of any or all of the emergency labour during the period of the emergency as the circumstances may warrant.

## **2.07 Emergency Remuneration**

The Union agrees that the question of remuneration for volunteer labour during an emergency (an event in which the Town has no direct or indirect control) is purely a matter for the Town to settle, and the Town agrees that all other labour shall be remunerated at the rates of pay in accordance with schedules "A", "B", and "C", of this Agreement.

## **ARTICLE III - JOINT CONSULTATION AND ADJUSTMENT PLANS**

### **3.01 Joint Consultation**

A Joint Labour-Management Consultation Committee shall be established. It shall be composed of two (2) representatives named by the Union and two (2) representatives named by the Chief Administrative Officer. The Committee shall meet within five (5) days, upon the request of either Party.

The Committee is established for the purpose of enabling the Parties, during the term of this Agreement, to discuss issues relating to the workplace that affect the Parties or any employee bound by this Agreement.

### **3.02 Adjustment Plan**

If the employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment affecting two or more employees to whom this Collective Agreement applies,

- a) The employer shall give notice to the Trade Union that is party to the Collective Agreement at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and
- b) After notice has been given, the employer and trade union shall meet, in good faith, and endeavour to develop an Adjustment Plan, which may include provisions respecting any of the following:
  - (i) Consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
  - (ii) Human resource planning and employee counseling and retraining;
  - (iii) Entitlement to pension and other benefits including early retirement benefits; or
  - (iv) A bipartite process for overseeing the implementation of the Adjustment Plan.

### **3.03 Layoff Notice Or Pay in Lieu**

Notwithstanding the provisions of Article 7.10, employees being permanently laid off as a result of such "change" shall receive the following notice or pay in lieu of notice:

- a) An employee who has completed one or more years of continuous service with the Town shall receive two (2) weeks notice or pay in lieu of notice;
- b) Employees with three (3) or more years of continuous service with the Town shall receive one (1) additional week of notice or pay in lieu thereof for each year of continuous service thereafter, to a maximum of eight (8) weeks.

### **3.04 Severance Pay**

Not less than two (2) days prior to the expiration of the aforesaid period of notice the employee shall inform the Town if he/she elects to receive severance pay as herein provided or whether he/she wishes to exercise bumping rights or retain recall rights in accordance with Article 7.08 of this Agreement.

- a) The severance pay payable to an employee pursuant to this section shall be one (1) week's pay at regular rates for each complete year of continuous service with the Town. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks pay.
- b) If the employee elects to receive severance pay as described in a) above, he/she shall forfeit all seniority and employment rights as contained in this Agreement and even if re-hired by the Town at a later date shall not again be entitled to severance pay as provided in this Article.

It is agreed that the above provisions satisfy the requirements under the Labour Relations Code respecting Adjustment Plans.

## **ARTICLE IV - DISCUSSION OF DIFFERENCES**

### **4.01 Grievance Investigations**

The Town agrees that time spent in investigating and settling disputes by the Union Steward during his working hours shall be considered as time worked, provided that the Union Steward signs a time statement or form which sets out the purposes, and such time is recorded, and further provided that if it is necessary for an employee to be away from his job for such purposes, permission of the supervisor for time off is first obtained. Such time shall not exceed a total of eight (8) working hours in any one month.

### **4.02 Time Off for Union Purposes**

The Town agrees to grant time off without pay during any working day to Officers of the Union for Union purposes, provided that twenty-four (24) hours previous notice is given to the Supervisor. Such time shall not exceed a total of sixteen (16) working hours in any one (1) month. A written list of names of such officers in the employment of the Town shall be forwarded to the Chief Administrative Officer of the Town for this purpose, along with any changes.

## **ARTICLE V - GRIEVANCE PROCEDURE**

Any differences arising between the Parties relating to the dismissal, discipline, or suspension of an employee, or the interpretation, application, operation, or alleged violation of this Agreement, including any questions as to whether a matter is arbitral, during the term of the Collective Agreement shall be handled under the following procedures:

### **5.01 Step 1:**

The individual employee or employees concerned, with his/her Union Steward (at the employee's option), shall first discuss and endeavour to settle the dispute with his/her Supervisor within fifteen (15) working days of the occurrence or decision giving rise to the dispute.

### **5.02 Step 2:**

If a satisfactory settlement has not been reached on or before the expiration of seven (7) days, the grievance shall be reduced to writing, signed by the employee and/or the Union Steward, and presented to the Chief Administrative Officer. Within two (2) days of the presentation of the grievance to the Chief Administrative Officer, a meeting shall be held between the employee(s), the Union Steward and the Chief Administrative Officer and/or his/her representative.

### **5.03 Step 3:**

If a satisfactory settlement has not been reached on or before the expiration of seven (7) days, a written request shall be made forthwith, for a meeting of a committee of the Union and a committee of the Town, which meeting shall be held within five (5) days of receiving the request.

### **5.04 Step 4:**

If a satisfactory settlement has not been reached within five (5) days after such meeting, the dispute shall be referred to arbitration.

### **5.05 Submission of Disputes to Committee of the Union**

The Town shall have the right to submit any dispute regarding the interpretation of or violation of this Agreement to a Committee of the Union. Should a satisfactory settlement not be reached within five (5) days of such submission, the Town may, upon giving five (5) days notice in writing to the Union, refer the dispute to arbitration.

#### **5.06 Time Limits of a Dispute**

If a dispute is not advanced through the steps within the time limits specified, the dispute shall be deemed to be abandoned and all rights of recourse to the dispute procedure shall be at an end. However, such time limits may be varied and/or extended by mutual agreement between the Parties.

#### **5.07 Definition of "Day(s)"**

For the purposes of this Article, "day(s)" shall mean working days and shall exclude Saturdays, Sundays and Statutory Holidays.

#### **5.08 General Application, Dismissal or Suspension Disputes**

Where the dispute involves a question of general application, dismissal or suspension, such dispute may be submitted at Step 2 of the grievance procedure.

## **ARTICLE VI - BOARD OF ARBITRATION**

### **6.01 Composition of Board**

The Board of Arbitration shall consist of three (3) members: one (1) to be selected by the Town; one (1) to be selected by the Union; and a third mutually acceptable person who shall act as Chairman, to be chosen having regard to his/her impartiality and his/her qualifications in the interpretation of agreements. In the event that the Town and the Union are unable to agree upon selection of the Chairman within two (2) weeks, the Director of the Collective Agreement Arbitration Bureau shall be requested to appoint such member.

### **6.02 Board Decisions**

The decision of the Board of Arbitration or of a majority thereof, with respect to an interpretation or alleged violation of this Agreement, shall be final and binding upon the Parties but in no event shall the Board have the power to alter, modify or amend this Agreement in any respect.

### **6.03 Expenses of Arbitration Board**

Each Party shall bear the expenses of the arbitrator appointed by such Party, and shall pay one-half (2) of the expenses of the Chairman.

### **6.04 ALTERNATE TO ARBITRATION**

#### **a) Section 103 - B.C. Labour Relations Code**

In addition to the above arbitration procedure, the Parties may mutually agree to invoke Section 103 of the B.C. Labour Relations Code to facilitate the settlement of a grievance, instead of the standard grievance procedure outlined above.

#### **b) Differences Arising Under Section 103**

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitral, during the term of the Collective Agreement, Mr. D. Monroe or Mr. S. Kelleher, or a substitute agreed to by the Parties, shall at the request of either Party:



1. Investigate the difference;
2. Define the issue in the difference; and
3. Make written award to resolve the difference.

The Minister of Finance, on the Minister's requisition, shall pay out of the consolidated revenue fund one-third (1/3) of the cost incurred by the Parties for payment of reasonable remuneration, traveling and out of pocket expenses of the person named or his substitute.

**c) Decision under Section 103**

Where a Section 103 hearing rather than arbitration has been implemented, the decision shall be final, binding and enforceable on all Parties.

## **ARTICLE VII - SENIORITY**

### **7.01 Seniority Defined**

Seniority shall be defined as the length of continuous service with the Employer and shall operate on a bargaining unit wide basis. Upon completion of the probationary period, seniority shall be effective from the original date of employment.

### **7.02 Probationary Period**

All employees hired to regular positions shall be considered on probation for a period of one hundred thirty-two (132) working days. During his/her probationary period this employee shall be evaluated for acceptability for continuing employment. The Town may terminate the employment of such employees during the probationary period.

### **7.03 Promotions and Transfers**

In the event an employee is promoted or transferred to a higher rated position, he/she shall be considered to be on trial for a period of not more than thirty (30) working days. If, at the end of the trial period such employee is found, in the opinion of the Town, to be unsuitable for regular employment in the higher rated position, he/she shall be returned to his/her previous position without loss of seniority. It is agreed that the time mentioned herein may be extended by mutual agreement.

### **7.04 Seniority Rights**

In the event of any vacancy occurring in any position covered by this Agreement, or in the event of a new position being created, present employees in order of their seniority, ability and efficiency as determined in Section 7.05, shall have the right of applying for and being given a reasonable opportunity to prove their ability in such vacated or created position. The Union shall be notified of such vacancies.

### **7.05 Layoff and Recall**

All employees shall be laid off, or re-hired if available, promoted or transferred on the basis of seniority, provided that the individuals possess merit, fitness and ability to do the work required. For the purpose of this Section, labour and semi-skilled labour shall be deemed to be one classification. The Town agrees that the decision of the department heads in regard to such matters shall be done in a fair and reasonable manner and be subject to the grievance procedure.

A lay-off shall be defined as a cessation or interruption of an employees employment for a period of up to twelve (12) months in accordance with Article 7.08; or where an employee's regular full time hours are temporarily reduced.

Regular employees who are about to be laid off shall have the right to bump into positions held by less senior employees providing he holds the qualifications and ability necessary to satisfactorily perform the job to which he wishes to bump. This right shall include the right to bump to equal or lower rated classifications. The trial provisions of Article 7.03 shall apply in all cases of bumping except that where the employee is found unsuitable in the new position, he shall then accept layoff.

Any employee displaced by this procedure shall be entitled to the same bumping rights.

#### **7.06 Advance Notice of Layoff**

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of layoff, or award pay in lieu thereof.

It is further agreed that available additional work extending beyond the projected date of layoff may be assigned to those employees who have received layoff notice.

Such work will be assigned by seniority, job classification and/or ability to do the job.

Provided this available additional work does not exceed ten (10) working days, the Town will not be required to give any further layoff notice with respect to that particular intended layoff. Refusal to accept such work does not mean loss of seniority or loss of recall rights to regular employment.

#### **7.07 No New Employees**

No new employees shall be hired into Departments (Inside and Outside Employees) from which employees are currently laid off until those employees on layoff have been given consideration for recall in accordance with Article 7.05 above.

#### **7.08 Loss of Seniority**

An employee shall not lose accrued seniority rights and employment because of his/her absence from work due to:

- Sickness
- Accident
- Lay-off [up to twelve months (1 year)]
- Approved Leave of Absence

however, employees shall lose seniority and be deemed to no longer be employed by the Town in the event that:

- a) He/she is dismissed for just cause and is not reinstated;
- b) He/she resigns in writing and does not withdraw the resignation within two (2) days;
- c) He/she is absent from work without leave and without sufficient cause for three (3) or more working days;
- d) He/she receives severance pay under any article of this Agreement; or
- e) He/she retires under the provisions of the Pension Municipal Act.

### **7.09 Seniority List**

The Employer undertakes to supply to the Union an updated seniority list on or before January 15th, of each year.

### **7.10 Definition of Employees**

#### **a) Regular Employees**

A regular employee is an employee hired to work on a regular and ongoing basis, either full or part-time and who has successfully completed their probationary period.

#### **b) Regular Full Time Employee**

A regular full time employee is an employee hired to work full time hours, in accordance with Article 10.01, on a regular and ongoing basis and who has successfully completed their probationary period.

#### **c) Regular Part-Time Employee**

Regular part-time employees are hired to work on an ongoing basis but who regularly work less hours than those full-time hours contained in Article 10.01, and who has successfully completed their probationary period.

Regular part-time employees shall be eligible for full benefits if working 80% of a week and 80% of each year (42 weeks).

**d) Casual Employee**

Casual employees are employed on an "on call" basis to cover absences due to sick leave, vacation, special leave or any other approved leave, or to fill temporary vacancies or augment staff during peak periods. These periods shall not exceed three (3) months without the agreement of the Union. Such agreement shall not be unreasonably denied.

No Bargaining unit seniority shall accrue for a casual employee unless that employee is appointed to a regular full time position. Where a casual employee is appointed to a regular full time position, he shall serve an initial probationary period as per Article 7.02 of the Collective Agreement. Upon successful completion of the probationary period, the casual employee who becomes a regular employee shall be credited for purposes of seniority for the number of actual days he/she worked for the Town.

**e) Student Employee**

Students hired as seasonal employees during the regular holiday period of the educational institution to which they have been admitted or are attending shall be paid a base rate of sixty (60%) percent of the classification that they are performing.

The duration of this temporary employment shall not exceed one hundred and thirty-two (132) working days and during this period, students may be assigned, transferred, demoted or laid off as the Town requirements dictate, and in the case of a general reduction in the work force at the Town, students shall be laid off before regular employees.

No regular employee will suffer a reduction of their hours or lay-off as a result of work performed by students.

Students returning for a second year shall be entitled to 50% of the cost of one (1) pair of safety boots, in the second year.

**7.11 Casual Seniority List**

The Employer shall maintain a seniority list, separate from the Regular Employees seniority list, of casual employees which shall be supplied to the Union upon request. Such employees shall be paid ninety (\$0.90) cents per straight time hour worked in lieu of benefits.

**7.12 Use of Casual Employees**

It is agreed that the use of casual employees shall not result in a lay-off, nor in the reduction of a regular employee's full-time hours.

## **ARTICLE VIII - JOB DESCRIPTIONS, POSTING VACANCIES**

### **8.01 Job Classification Committee**

The Town and the Union agree, in the case of the creation of any job, or in the case of any job which may hereafter change sufficiently to warrant reclassification, to apply the relevant base rate to such job, which shall be determined by a Job Classification Committee that shall be composed of equal representation from both the Town and the Union to ratify the decision of the Job Classification Committee or of the inability of the Job Classification Committee to arrive at a mutually satisfactory classification or reclassification, the dispute shall be referred to a Board of Arbitration in accordance with Article VI of this Agreement.

### **8.02 Job Postings**

When a vacancy occurs or is created inside of the bargaining unit, the Town shall post notice of the position.

### **8.03 Information in Postings**

Such notice shall contain the following information:

- Nature of position;
- Qualifications;
- Skills;
- Knowledge and education required;
- Wage or salary; and
- The closing date for applications to the position.

## **ARTICLE IX - LEAVE OF ABSENCE**

### **9.01 Compassionate Leave**

Employees shall be granted a maximum of three (3) days leave with pay in the case of the death of a spouse, common-law spouse, parent, brother, sister, child, mother-in-law or father-in-law, brother-in-law, sister-in-law, or grandparent, providing he/she attends the funeral service.

One (1) additional day with pay will be granted to an employee when the above noted funeral service is held at a location at least four hundred (400) kilometres from the Town of Creston.

### **9.02 Pallbearer Leave**

Employees may be granted one-half (2) day leave with pay to attend a funeral in the capacity of pallbearer, however such leave shall not be granted in addition to leave contained in Article 9.01 above.

Compassionate leave of absence with pay shall not apply when an employee is on unpaid leave of absence.

### **9.03 Jury/Court Duty Leave**

In the event an employee is required to perform Jury Duty on a day on which he/she would normally have worked, the employee will receive pay for such duty at his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work. It is understood that such payment shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week. The employee shall remit payment received from the Court for such Jury Duty to the Town. The employee shall return to work if dismissed by the Court before 12:00 noon.

### **9.04 Leave of Absence for Union and Public Duties**

- a) The Employer recognizes the right of long service employees to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence, without pay and without benefits so that an employee with five (5) years of service may be a candidate in federal, provincial or municipal elections.
- b) An employee who is elected to public office shall be allowed leave of absence without loss of previously accumulated seniority during his/her term(s) of office.

- c) An employee who is elected for a full time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during his/her term of office.
- d) An employee returning to the work-force after an absence of more than two (2) years shall do so by means of vacancy posting, or, if none is available, by means of bumping the most junior regular employee in the position held by the returning employee at the start of his/her leave.
- e) An employee who qualifies for a leave under a) or b) above shall not accumulate seniority during such leave.
- f) Upon request, an employee who qualifies under a) above shall have the option to continue benefit coverage at the employee's expense.
- g) The Town agrees to grant leave of absence to Union Officers without pay for the business purposes of the Union, up to a maximum combined total of twenty (20) working days per calendar year unless mutually agreed otherwise from time to time, provided that at least two (2) weeks or other reasonable notice in writing is given to the Chief Administrative Officer, and provided that a suitable substitute can be secured by the Town. Additional leave of absence may be granted upon written request.

The employer will continue to pay the employee all wages and benefits and shall invoice the Union for that amount.

#### **9.05 Bargaining Leave**

Bargaining representatives in the employ of the Town shall have the privilege of attending collective bargaining meetings between the Union and the Town, if held during their regular working hours, without loss of basic remuneration. For the purpose of this Agreement, it is agreed that the numbers of employees covered under this Section shall not exceed a total of three (3) employees at any one time.

#### **9.06 General Leave**

The Employer may grant leave of absence without pay to an employee requesting such in writing, with appropriate notice, providing the reasons for such request are deemed by the Town to be good and sufficient.



### **9.07 - Special Leave**

Time off for employees who are unable to make necessary arrangements for personal preventative health care outside of scheduled hours shall be confined to and deducted from each employees banked overtime. Such time off shall also include time off for the purpose of attending to specialist referrals for the employee's immediate family, defined as spouse, parent and children.

Employees who have little or no opportunity to accumulate overtime shall be entitled to apply for time off without pay or up to eight (8) hours per calendar year from their annual sick leave entitlement for the above noted attendance.

### **9.08 Maternity/Parental Leave**

#### **a) Maternity Leave**

Upon written request, Maternity leave of absence shall be granted in accordance with the Employment Standards Act of British Columbia, Part 7, Maternity Leave.

#### **b) Parental Leave**

A request for up to twelve (12) weeks of parental leave shall be granted to either the mother or the father of the child as per the Employment Standards Amendment Act of B.C., 1991.

## **ARTICLE X - HOURS OF WORK, OVERTIME AND WAGES**

### **10.01 Hours of Work**

The regular working week shall be forty (40) hours for all manual employees and thirty-five (35) hours for all office employees as follows:

**a) Manual Employees:**

Monday to Friday - eight (8) hours per day from 7:00 A.M. to 3:30 P.M. with one-half (2) hour off for lunch. (Applicable to those classifications listed in Schedules "A" and "C".)

**b) Office Employees:**

Monday to Friday - seven (7) hours per day from 8:30 A.M. to 4:30 P.M. with one (1) hour off for lunch. (Applicable to those classifications listed in Schedule "B".)

### **10.02 Changes In Work Week**

The regular working week, together with the hours of work, may be varied by mutual agreement between the Town and the Union as the necessity arises.

### **10.03 Rest Periods**

It is agreed and understood that all employees shall be permitted to a fifteen (15) minute rest period both in the first half and the second half of any regular 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. Employees must remain on the job or at the area designated by management during the rest period.

### **10.04 Shift Work**

- a) Manual employees working shifts other than their regular shifts shall work seven (7) hours, but shall receive eight (8) hours pay at the regular wage scale.
- b) Office employees working other than their regular shifts shall work six (6) hours, but shall receive seven (7) hours pay at the regular wage scale.

### **10.05 Alternating Shifts**

The Town agrees to alternate as far as is practical such shift work and overtime work equitably among all employees.

### **10.06 Overtime**

All time worked before or after the employee's regular shift, the employee's regular work week, or, on a holiday shall be considered overtime.

### **10.07 Overtime Pay**

Overtime shall be paid for at the rate of one and one-half (1-1/2X) times the employee's regular rate for the first three (3) hours following his/her regular eight (8) hours, and the remaining hours shall be paid at the rate of double (2X) time.

### **10.08 Banked Overtime**

An employee may request time off work with pay in lieu of equivalent overtime pay, to be granted at the discretion of management. However, in no event shall an employee accumulate more than ten (10) days off in lieu at any one time during the calendar year. Every employee's overtime bank must be cleared by the end of February of the following year, time remaining will be automatically cleared by payment in cash unless otherwise mutually agreed to.

### **10.09 Meal Allowance**

It is agreed that where an employee is required to perform overtime work immediately following the completion of their regular shift, and where such overtime exceeds two and one-half (2 1/2) hours, such employee shall be granted an eight (\$8.00) dollar meal purchase allowance, and where required, reasonable time shall be allowed for travelling in order that such employee may obtain a meal.

### **10.10 Call-Back**

The Town agrees to pay employees for a minimum of two (2) hours if work is not commenced when called to work (outside of regular working hours without previous notice), and a minimum of two (2) hours pay if work is commenced prior to 10:00 p.m. or a minimum of four (4) hours pay if work is commenced following 10:00 p.m. on Monday to Friday or on Weekends (Saturday and Sunday). All time worked on call-back shall be double (2X) time.

**10.11 Call-Back Meal Allowance**

Where an employee is called back to work after regular working hours, such employee shall be entitled to and paid Eight (\$8.00) Dollars for a meal allowance providing he/she completes four (4) or more hours of work.

**10.12 Reporting Pay**

An employee reporting to the Supervisor ready for work at the start of his/her shift shall be paid three (3) hours at his/her regular rate of pay if sent home by the Supervisor because there is no work available.

**10.13 Stand-By**

Employees required to stand-by shall be entitled to stand-by pay at their regular rate of pay based on the following formula:

Monday to Friday inclusive ..... two (2) hours/day  
Saturday, Sunday & Holidays.....four (4) hours/day

All and any hours actually worked by a stand-by employee will be paid at double (2X) time with a minimum of four (4) hours.

**10.14 Wages**

The Town shall pay wages to its employees in accordance with Schedules "A", "B", and "C" attached hereto and forming part of this Agreement.

**10.15 Pay for Work in Each Classification**

Employees shall be paid the appropriate rate for the classification in accordance with Schedules "A", "B", and "C" for the time actually worked in each classification.

**10.16 Wage Differentials**

Any employee assigned to work with a live sewer, liquid or hot asphalt, road oil, oiled construction forms or on water leaks from November 1st to March 31st, shall receive a differential rate of Fifty (\$0.50) Cents per hour.

**10.17 Weekend Premiums**

All employees whose regular work week includes work on Saturday or Sunday shall be paid Fifty (\$0.50) Cents per hour in addition to his/her regular rate of pay for every hour worked on a Saturday or Sunday.

## **ARTICLE XI - STATUTORY HOLIDAYS, ANNUAL VACATIONS**

### **11.01 Statutory Holidays**

- a) A permanent employee shall receive pay at the rate he/she was paid, excluding premiums and differentials, on his/her last previous scheduled working day for all Statutory Holidays, provided he/she has been scheduled to work on such day had it not been proclaimed a holiday, and provided that he/she works his/her full regular shift following such Statutory Holiday.
- b) Such Statutory Holidays shall include:
  - New Year's Day
  - Labour Day
  - B.C. Day (1st Monday in August)
  - Good Friday
  - Thanksgiving Day
  - Easter Monday
  - Remembrance Day
  - Victoria Day
  - Christmas Day
  - Boxing Day
  - Canada Day

### **11.02 Compensation for Holidays**

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

### **11.03 Holiday Falling on a Day Off**

Where a Statutory Holiday falls on an employee's regular day off, one (1) day, either preceding or following the regular day off, will be taken as the Statutory Holiday; and all such days shall be predetermined by mutual agreement not less than thirty (30) days prior to the holiday.

### **11.04 Vacations**

It is agreed vacations shall be based on anniversary dates of employees and it is further agreed that vacations will be granted on the basis of applications received and approved during the month of April each year, provided this will not prevent the Town from closing down (excluding essential services) for a holiday period, provided the Union will be given a written notice advising them of Council's decision on or before April 1st of each year. Vacations with pay shall be granted on the following basis:

CONTINUOUS YEARS OF SERVICE	WORKING DAYS PAID VACATION (INCLUDING ADDITIONAL DAY)
1	11
2	16
3	17
4	18
5	21
6	22
7	23
8	24
9	25
10	26
11	27
12	28
13	29
14	30
15	31
16	32
17	33
18	34
19	35
20 and hereafter	36

Any employee not completing one (1) year of service shall receive Four (4%) Percent gross earnings in accordance with the provisions of the Employment Standards Act.

### **11.05 Vacation Pay Deducted**

For each period an employee is absent from work without pay for a period of five (5) consecutive days preceding his/her anniversary date, there shall be deducted from his/her vacation pay which he/she would have otherwise been entitled in the succeeding year, Two (2%) Percent of the vacation pay, however sickness or accident shall be considered as time worked.

### **11.06 Vacation Pay Defined**

For the purpose of computing vacation pay in this Article, the word "pay" shall mean remuneration for the entitled period of vacation, based on salary or hourly rates, whichever may apply (inclusive of differentials), received by the employee, for the major portion of the calendar month immediately prior to the vacation.

### **11.07 When Vacation Taken**

Vacations must be taken before the anniversary date of the succeeding year, however, extensions to this time limitation must be by mutual agreement between the Town and the Union.

### **11.08 Minimum Vacation Blocks**

At the employee's discretion, the vacation periods set out in the Article may be split, provided no portion of the vacation thus taken is less than one (1) week's duration and further provided that employees may only split their vacation once in each calendar year.

## **ARTICLE XII - GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT**

### **12.01 Employment Abandonment**

If an employee is absent from work for a period of three (3) days without sufficient cause and fails to notify the Town and/or communicate with the Town, the employee will have been considered to have abandoned his/her employment.

### **12.02 Town's Property**

Employees must return to the Town all the Town's property in their possession at the time of termination of employment.

### **12.03 Safety Equipment and Clothing Allowance**

- a) Mechanics, paving crew, spring and fall clean-up crew and sewer crew to be provided with coveralls free of charge. The Meterman and the Bylaw Enforcement Officer shall be provided with a uniform where the Town deems it appropriate. The cleaning and repair of such clothing shall be at the Town's expense.
- b) The Town will pay fifty (50%) percent of the price of steel-toed boots (leather or rubber) purchased by an employee for a maximum allowance of two (2) pair per year.
- c) The Town will supply hip waders for special jobs to be returned by the employee and disinfected upon the completion of such jobs.
- d) The spring and fall clean-up crew, sewer crew, flusher truck driver and pollution control crew shall be provided protective gloves free of charge. Gloves will also be provided for other special jobs as required.
- e) Special eye protection will be provided to an employee upon request and safety goggles shall be standard equipment for all trucks involved in water and/or sewer connections and pipefitting.
- f) Leather aprons shall be provided for use by the spring and fall clean-up crew and forming crews and leather jackets will be supplied to welders for use in the shop and shall be left there.
- g) Hard hats will be provided by the Town in accordance with the Workers' Compensation Act.



- h) It is agreed that the applicable provisions of the WCB Compensation Act and its Regulations shall be adhered to.
- i) Appropriate hearing and breathing equipment, according to Workers' Compensation Board standards, shall be supplied.

#### **12.04 Discharge**

Discharge of an employee shall be for just cause in accordance with the rules and regulations of the Town, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

Discharge for probationary employee shall be for good and sufficient cause in accordance with the rules and regulations of the Town, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

#### **12.05 Staff Training**

Staff training and related expenses shall be effected in accord with Town Policy on the matter.

## ARTICLE XIII - EMPLOYEE BENEFITS

### 13.01 Employee Benefits

A comprehensive employee benefits package shall be instituted, with the premiums paid One Hundred (100%) Percent by the Town. The benefits package to include the following:

- a) Life Insurance - Seventy-five Thousand (\$75,000.00) Dollars
- b) Accidental Death and Dismemberment Insurance - Seventy-five Thousand (\$75,000.00) Dollars;
- c) Extended Health Insurance
- d) Dental Benefits (with Orthodontics to a maximum of Twenty-five Hundred (\$2,500.00) Dollars;
  - Benefits to "Part A" shall be increased as follows:
    - 1. Effective June 1<sup>st</sup>, 2001 to 85%
    - 2. Effective March 1<sup>st</sup>, 2002 to 90%
    - 3. Effective March 1<sup>st</sup>, 2003 to 100%
- e) Long Term Disability Benefits (benefits up to age 65)
- f) Weekly Indemnity Benefits (maximum weekly benefit - \$800.00)
- g) Vision Care Benefits - providing coverage as follows:
  - **March 1<sup>st</sup>, 2001**
  - Up to Three Hundred (\$300.00) Dollars every two (2) years per employee and his/her dependents;
  - **March 1<sup>st</sup>, 2002**
  - Up to Three Hundred Twenty-five (\$325.00) Dollars every two (2) years per employee and his/her dependents;
  - **March 1<sup>st</sup>, 2003**
  - Up to Three Hundred Fifty (\$350.00) Dollars every two (2) years per employee and his/her dependents.

(Detailed specifications of the foregoing are as set forth in the Union of British Columbia Municipalities Group Benefits Plan booklet, a copy of which has been provided to the local Union. The existing British Columbia Medical will be continued on the current basis.)

### 13.02 Benefits During Layoff

The Collective Agreement shall provide that the employee's insured benefits will be continued during period of lay-off up to three (3) months, providing the underwriter will continue on risk.

### 13.03 Sick Leave

All regular full-time employees shall be credited with four (4) days sick leave per annum, credited on March 1st in each year. Such sick leave entitlement shall not be accumulated from year to year.

## **ARTICLE XIV - VARIATIONS**

### **14.01 Variations to the Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during its existence. All changes to be made as a Letter of Understanding/Agreement, signed by both the Town and the Union.

## **ARTICLE XV - PRINTING OF AGREEMENT**

### **15.01 Printing of Agreement**

The Town will be responsible for amending and drafting the Collective Agreement but the costs associated with the printing and supply of the Collective Agreement will be borne equally between the Parties.

## **ARTICLE XVI - CONTRACTING OUT**

### **16.01 Contracting Out**

The Town agrees that in the event it is considered advisable for the Town to contract out any project or service for which the Town has the necessary equipment and qualified personnel capable of performing the work required, the Town shall require the municipal engineering or service department concerned to submit its tender. If the municipal engineering or service department tender is more favourable than those received by the Town from outside contractors, and if the personnel are not otherwise engaged or likely to be, and provided the tender meets all other conditions of the specifications of tenders, the department making the tender shall be awarded the contract. It shall be a condition of the specifications of tenders that the wage rates of employees of the contractors submitting their bids shall not be less than those rates of pay set out in the Collective Agreement between the Town and the Union.

# ARTICLE XVII - TERM OF AGREEMENT

## 17.01 Term of Agreement

This Agreement shall become and remain in effect from March 1, 2001 until February 29th, 2004 but shall not terminate at the expiration of that period. All terms and conditions of this Collective Agreement shall remain in full force and effect during the period of collective bargaining for a renewal of the Agreement, and thereafter, unless the Parties mutually agree otherwise. Strike or lockout action shall be deemed to mean mutual agreement.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers hereunto lawfully authorized in that behalf, this        day of        , 2001.

**SIGNED ON BEHALF OF:  
THE TOWN OF CRESTON**

**SIGNED ON BEHALF OF:  
C.U.P.E. LOCAL 2092**

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**SCHEDULE "A" - OUTSIDE CREW  
EFFECTIVE**

<b>PAY GRADE</b>		<b>MARCH 1/01</b>	<b>MARCH 1/02</b>	<b>MARCH 1/03</b>
<b>CLASSIFICATION:</b>				
2	Labourer	19.85	20.35	20.91
3	Operator 1: Chainsaw, Vibrator, Jackhammer, etc.	20.14	20.64	21.21
4	Operator 2: Kubota Tractors, Rosco Roller, Hustler Mower	20.42	20.93	21.51
5	Operator 3: Sewer Rodder, Single Axle Dump Truck, Sander and Water Truck, Wobbler Roller, Sewer Flusher, Haul-All Garbage Truck	20.71	21.23	21.81
6	Utilityman Pipelayer Dog Catcher	20.97	21.49	22.08
7	Operator 4: Motor Grader, Vacu-sweeper, Backhoe, Pioneer Screen Plant, John Deere Loader, Tandem Truck, Ford Oiler	21.45	21.99	22.59
7	Pipefitter, Uncertified Welder Parks & Cemeteries Supervisor	21.45	21.99	22.59
8	Operator 5: Chip Spreader, Grader/Backhoe (Maintenance & Construct), Sewage Inj. Truck	21.98	22.53	23.15
9	Carpenter	22.53	23.09	23.72
10	*Foreman	23.53	24.09	24.72
11	Certified Tradesman; Mechanic I	23.21	23.79	24.44
12	Mechanic II	24.25	24.84	25.52

## SCHEDULE "A" -- APPENDIX 1

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### **FOREMAN:**

Employees assigned to be in charge of five (5) or more other employees on any jobs are Foreman and shall be paid at the rate set forth above in the Schedule for such classification, but the present Town Foreman shall remain as a Foreman year around.

\*Foreman - To be paid One (\$1.00) Dollar more than his/her highest paid subordinate in Pay Grade Nine (9) and below. This amount is included in the hourly rates shown on Schedule "A".

For clarity, it is understood that when the number of employees in a Foreman's charge drops below three (3) due to the dictates of seasonability or as the case may be, manpower requirements, the Town may adjust the rate of the relevant employee from that of Foreman to that of a Lead Hand for the period during which the number of employees in his charge is below three (3). Likewise, during the period when the number of employees in the charge of a Lead Hand exceeds three (3), he shall be a Foreman and the Town shall adjust his rate to that of a Foreman for the said period.

### **LEAD HAND:**

To be paid at a rate of Thirty (\$0.30) Cents per hour over the highest paid employee in the crew, provided the Lead Hand is specifically assigned this classification by his/her immediate Supervisor and has not less than three (3) employees under his/her supervision.

### **CLASSIFICATION OF NEW EQUIPMENT:**

All new equipment shall be classified in Schedule "A" through negotiations between the Union and the Town. Should the matter not be resolved through negotiations, either party may submit the dispute to arbitration in accordance with Article V of this Agreement.



**SCHEDULE "B"  
OFFICE EMPLOYEES**

	<b>MARCH 1/01</b>	<b>MARCH 1/02</b>	<b>MARCH 1/03</b>
<b>OFFICE CLERK I</b>			
Start Rate	19.30	19.78	20.32
6 Month Rate	19.91	20.41	20.97
1 Year Rate	20.52	21.03	21.61
<b>OFFICE CLERK 11</b>			
Start Rate	19.91	20.41	20.97
6 Mo. Rate	20.52	21.03	21.61
1 Year Rate	21.14	21.67	22.27
<b>OFFICE CLERK 111</b>			
Start Rate	20.52	21.03	21.61
6 Mo. Rate	21.14	21.67	22.27
1 Year Rate	21.77	22.31	22.92
<b>METERMAN</b>			
Meterman 1	16.21	16.61	17.07
Meterman 11	18.54	19.00	19.52
Meterman 111	21.04	21.57	22.16
<b>BYLAW ENFORCEMENT OFFICER</b>			
BEO 1	20.14	20.64	21.21
BEO 11	22.15	22.70	23.32
BEO 111	24.19	24.79	25.47

The Town reserves the right to determine eligibility for, and the timing of, progression by employees from one classification of Office Employee to the other, or from one classification of Meterman, or one classification of Bylaw Enforcement Officer or one classification of Engineering Tech. to the other.

An Office Clerk being promoted from one Office Clerk classification to the other will be paid at the rate equal to their existing rate in the previous classification for a period of six (6) months, then progress up the scale for the new classification in accordance with the terms and conditions of the Collective Agreement.

**SCHEDULE "C"**

	<b>MARCH 1/01</b>	<b>MARCH 1/02</b>	<b>MARCH 1/03</b>
<b>ENGINEERING BUILDING INSPECTION</b>			
Engineering Tech 1	17.66	18.10	18.60
Engineering Tech 2	20.24	20.75	21.32
Engineering Tech 3	23.03	23.61	24.26
Building Inspector	26.37	27.03	27.77
<b>SEWAGE TREATMENT</b>			
Operator (Trainee)	20.14	20.64	21.21
Operator 1	21.67	22.21	22.82
Operator 11	22.98	23.55	24.20
Operator 111	24.23	24.84	25.52
Above rates include supervision of lower classifications.			

# LETTER OF UNDERSTANDING #1

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It is understood and agreed that, effective the later date of ratification of this Agreement, employees working in any of the classifications of Sewage Treatment Plant Operator shall not be entitled to be paid a wage differential for working with live sewage, it being understood that the regular rate of pay for Sewage Treatment Plant Operators includes such work.

Notwithstanding the above, it is further agreed that Mr. Derek Thompson, Mr. Don Fleck and Mr. David Pridham shall continue to be entitled to be paid such premium in the same manner and under such conditions as is currently applied so long as they continue to hold Sewage Treatment Plant Operator positions.

Signed this 28th day of May, 1996, at the Town Creston, in the Province of British Columbia:

**For the Union**

“Derek Thompson, President”  
\_\_\_\_\_

“Barbara Chapman”  
\_\_\_\_\_

“Dave Phypers”  
\_\_\_\_\_

“Frances M. Brown, Staff”  
\_\_\_\_\_

**For the Town of Creston**

“Councillor Edward Gatzke”  
\_\_\_\_\_

“Wm. F. Hutchinson”  
\_\_\_\_\_

“Dick Weibelzahl”  
\_\_\_\_\_

# LETTER OF UNDERSTANDING #2

**BETWEEN:**

TOWN OF CRESTON

**AND:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2092

It is understood and agreed that, upon ratification of this Letter of Understanding by both the Town of Creston and Canadian Union of Public Employees, Local 2092, the current Collective Agreement between the above noted parties shall be amended as follows:

1. **New Section 12.06 - Tool Replacement/Repair:**

The Town will repair and/or replace all tools owned and used by Mechanics I and II in the course of their duties, as required.

2. **New Section 10.18 - Tool Premium:**

The Town will pay a tool premium of Fifty (\$0.50) Cents per hour to Mechanics I and II for hours worked.

3. **Amend Schedule AA≅ - Appendix I - Foreman, to include:**

An employee assigned to the position of Foreman in the absence of the Works Superintendent and the Utilities Supervisor, shall be paid at the current rate of pay as set out in Pay Grade 12 of Schedule AA≅ - Outside Crew which is attached to and forms a part of the current Collective Agreement.

**4. Bylaw Enforcement III Officer Position:**

That the job description for the position of Bylaw Enforcement Officer III position shall be replaced with the job description attached to this Letter of Understanding and identified as "Appendix 1", which includes duties with respect to business licence inspection; AND

The pay rate for the position of Bylaw Enforcement Officer III position as set out in Schedule AB - Office Employees of the current Collective Agreement between the Town of Creston and Canadian Union of Public Employees, Local 2092 be amended as follows:

March 1/01 \$24.19 (per hour); October 30/01 \$24.34; March 1/02 \$24.95; March 1/03 \$25.64.

The above amendments (changes) were recommended by the Job Classification Committee and are in effect as of the 30th day of October, 2001. The attached amended job description has been agreed upon for the position of Bylaw Enforcement Officer.

SIGNED THIS \_\_\_\_\_ day of November, 2001 in the Town of Creston, in the Province of British Columbia:

For The Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Town of Creston:

\_\_\_\_\_  
Councillor Wm. Pfeifer  
\_\_\_\_\_  
Councillor Len Folkman  
\_\_\_\_\_  
Wm. F.Hutchinson, Chief Administrative Officer  
\_\_\_\_\_  
G. Mason, Dep. Dir. Of Corporate Admin.  
\_\_\_\_\_  
J. Reglin, Director of Financial Services