

**DATED AS OF JANUARY 1, 2002**

**BETWEEN  
CITY OF CHILLIWACK  
and  
CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL NO. 458**

=====  
**COLLECTIVE AGREEMENT**  
**January 1, 2002 - December 31, 2004**  
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## TABLE OF CONTENTS

### **SECTION 1 - PREAMBLE**

1.01	Preamble	7
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### **SECTION 2 - MANAGEMENT RIGHTS**

2.01	Management Rights	7
------	-------------------	---

### **SECTION 3 - RECOGNITION AND NEGOTIATIONS**

3.01	Recognition	8
3.02	No Other Agreements	8
3.03	Work of the Bargaining Unit	8

### **SECTION 4 - DEFINITIONS**

4.01	Employee	8
4.02	Probationary Employee	8
4.03	Full Time Employee	9
4.04	Part Time Employee	9
4.05	Time Duration Employee	10
4.06	Casual Employee	10
4.07	Co-Op Student Employee	10
4.08	Notification - Employee Status Change	10

### **SECTION 5 - UNION FEES AND MEMBERSHIP**

5.01	Union Fees	11
5.02	Union Representative	11
5.03	Maintenance of Membership	11
5.04	Suspension By Union	11

### **SECTION 6 - CHECK OFF OF UNION DUES**

6.01	Deductions	11
6.02	Check Off and Remittance	11

### **SECTION 7 - LABOUR MANAGEMENT COMMITTEES**

7.01	Representation	12
7.02	Local Bargaining Committee	12
7.03	Function of Bargaining Committee, etc.	12
7.04	Representative of Canadian Union of Public Employees	12
7.05	Meeting of Bargaining Committee	12
7.06	Technical Information	12

## **SECTION 8 - GRIEVANCE PROCEDURE**

8.01	Grievance	13
8.02	Policy Grievance	13
8.03	Grievance Steps	13

## **SECTION 9 - ARBITRATION**

9.01	Board of Arbitration	14
9.02	Decision by Board of Arbitration	14
9.03	Reinstatement by Board of Arbitration Order	14

## **SECTION 10 - DISCIPLINE**

10.01	Adverse Report	14
10.02	No Disciplinary Action - Unsafe Conditions	15
10.03	Legal Picket Line	15
10.04	Loss of Wages - Picket Line	15

## **SECTION 11 - SENIORITY**

11.01	Seniority Defined	15
11.02	Seniority List	16
11.03	Loss of Seniority	16
11.04	Transfers Outside Bargaining Unit	17

## **SECTION 12 - PROMOTIONS, STAFF CHANGES, RETIREMENT**

12.01	Job Postings	17
12.02	Method of Making Appointment	17
12.03	Trial Period	18
12.04	Retirement and Retirement Gratuity	18
12.05	Employees Accepting Time Duration Positions	18
12.06	Temporary Transfers	18

## **SECTION 13 - LAYOFFS AND RECALLS**

13.01	Procedures	20
13.02	Layoffs and Recalls	20
13.03	Notice of Layoff	20
13.04	Equipment Failure	20
13.05	Emergencies	20
13.06	Severance Pay	20

## **SECTIONS 14 - HOURS OF WORK, SHIFTS & OVERTIME WORK**

14.01	Hours of Work	21
	1. Normal Regular Hours – Full Time Employees (Outside)	21
	2. Normal Regular Hours – Full Time Employees (Inside)	22
	3. Change in Regular Schedule of Hours – Inside Employees	22
14.02	Voluntary Overtime – Inside Employees	22
14.03	Notice of Shift Change	23
14.04	Shift Work	23
14.05	Temporary Shifts	23
14.06	Pay for Shift Work	24
14.07	Overtime Authorized	24
14.08	Overtime Rates	24
	1. On Regular Workday	24
	2. On Day of Rest or Statutory Holiday	24
	3. Schedule C-1 Employees	24
14.09	Overtime Allocation	25
14.10	Reporting/No Work	25
14.11	Call Out	25
14.12	Rest Period	25
14.13	Standby Pay	25
14.14	Benefit Gratuity	26

## **SECTION 15 - HOLIDAYS**

15.01	Guarantee of Holidays	26
15.02	Paid Holidays	26
15.03	New Employees	26
15.04	When Holiday Falls on Day of Rest	26
15.05	Holidays on Day Off	27
15.06	Holiday Pay – Full Time Employees	27
15.07	Entitlement – Part Time, Casual, Time Duration and Co-Op Student Employees	27

## **SECTIONS 16 - ANNUAL VACATIONS**

16.01	Entitlement	27
	1. Part Time Employees	27
	2. Time Duration Employees	27
	3. Casual Employees	27
	4. Co-Op Student Employees	28
	5. Full Time Employees	28
16.02	Definition	28
16.03	First Year of Service	28
16.04	Less Than One Year of Service	28
16.05	Second Year of Service	28
16.06	Eighth Year of Service	28
16.07	Fifteenth Year of Service	28
16.08	Twenty-Fourth Year of Service	28
16.09	Statutory Holidays During Vacation Periods	29
16.10	Consecutive Vacation Periods	29
16.11	Scheduling of Vacation Periods	29
16.12	Approved Leave During Vacation Periods	29
16.13	Pro-Rating Vacation Time for Interrupted Service	29

## **SECTION 17 - SICK LEAVE PROVISIONS**

17.01	Entitlement	29
	1. Part Time Employees	29
	2. Time Duration Employees	29
	3. Casual Employees	29
	4. Co-Op Student Employees	29
	5. Full Time Employees	30
17.02	Accumulation of Sick Leave	30
17.03	Annual Statement	30
17.04	Extension of Sick Leave	30
17.05	Responsibility to Report	30
17.06	Medical Certificate	30
17.07	Sick Leave Gratuity	30
17.08	Abuse of Sick Leave	31
17.09	Family Illness	31

## **SECTION 18 - LEAVE OF ABSENCE**

18.01	Leave for Union Business	31
18.02	Leave for Union Duties	31
18.03	Leave for Full Time Union Duties	32
18.04	Bereavement Leave	32
18.05	Mourner's Leave	32
18.06	General Leave	32
18.07	Jury or Court Witness Duty	32
18.08	Maternity Leave	32
	1. Maternity Leave	32
	2. Parental Leave	33
	3. General Provisions	33
18.09	Leave of Absence for Public Duties	33
18.10	Paternity Leave	34

## **SECTION 19 - PAYMENT OF WAGES AND ALLOWANCE**

19.01	Pay Days	34
19.02	Equal Pay for Equal Work	34
19.03	Pay During Temporary Transfers - Inside Employees	34
19.04	Pay During Temporary Transfers - Outside Employees	34
19.05	Pay for Excluded Positions	34
19.06	Overtime Meal Allowance	35
19.07	Educational Allowance	35
19.08	Professional Fees and Licences	35
19.09	Rates of Leadhand	35
19.10	Storm Sewer	35
19.11	Mileage Allowance	35
19.12	Concrete Finishing	35
19.13	Dirty Pay	35
19.14	Faller's Rate	36
19.15	Mechanic Tool Rate	36

## **SECTION 20 - JOB CLASSIFICATION & RECLASSIFICATION**

20.01	Class Descriptions	36
20.02	Notice of New Positions or Abolition of Established Positions	36
20.03	Establishment of Salaries or Rates	36
20.04	Reclassification, Salary or Rate Changes	36
20.05	Processing Requests	36
20.06	Right to Appeal	37
20.07	Arbitration	37

## **SECTION 21 - EMPLOYEE BENEFITS**

21.01	Pension	37
21.02	Health and Welfare Benefits	37
21.03	Cost Sharing for Employee Benefits	38
21.04	Supplementation of Compensation Award	38
21.05	Legislation	38
21.06	Death Benefits	38

## **SECTION 22 - SAFETY AND HEALTH**

22.01	Cooperation on Safety	39
22.02	Union-Employer Accident Prevention	39
22.03	Meetings of Committee	39
22.04	Safety Measures	39
22.05	Investigation of Accidents	39
22.06	Pay for Injured Employees	39
22.07	Transportation of Accident Victims	39
22.08	Disclosure of Information	39

## **SECTION 23 - TECHNOLOGICAL CHANGE**

23.01	General Provisions - Technological Change	40
23.02	Displacement	40
23.03	Layoff Due to Technological Change	40
23.04	Significant Technological Change	40
23.05	Arbitration Board Decisions on Technological Change	40

## **SECTION 24 - UNIFORM AND CLOTHING ALLOWANCES**

24.01	Clothing/Equipment to be Provided	41
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## **SECTION 25 - GENERAL CONDITIONS**

25.01	Proper Accommodation	41
25.02	Bulletin Boards	41
25.03	Allowance for Tools	42
25.04	Fire and Theft Insurance	42
25.05	Indemnity Insurance	42
25.06	Plural or Feminine Terms may Apply	42
25.07	Attachments to Agreement	42
25.08	Extension of Times	42
25.09	Human Rights Code Harassment and Discrimination	42
25.10	Essential Services	42

**SECTION 26 - TERM OF AGREEMENT**

26.01	Duration	43
26.02	Continuation	43
<b>SCHEDULE A</b>	<b>OUTSIDE RATES OF PAY</b> January 1, 2002, January 1, 2003, January 1, 2004	45
<b>SCHEDULE A-1</b>	<b>PUBLIC WORKS EQUIPMENT</b> Effective January 1, 2002	46
<b>SCHEDULE B</b>	<b>EMPLOYEE GROUPINGS</b> Effective January 1, 2002	47
<b>SCHEDULE B-1</b>	<b>INSIDE RATES OF PAY</b> January 1, 2002, January 1, 2003, January 1, 2004	48
<b>SCHEDULE B-2</b>	<b>LIST OF WORK GROUPS</b> Effective January 1, 2002	49
<b>SCHEDULE C-1, C-2 &amp; C-3</b>	<b>SPECIAL CONDITION SCHEDULES</b> January 1, 2002, January 1, 2003, January 1, 2004 C-1 – Part Time Recreation Employees C-2 – Full and Part Time Guard Cell and Exhibit Employees C-3 – Part Time and Casual Flagger Employees	50
<b>SCHEDULE D</b>	<b>LETTERS OF UNDERSTANDING</b> Effective January 1, 2002	51
<b>INDEX</b>		52

THIS AGREEMENT IS MADE IN DUPLICATE as of the 1st day of January, 2002.

BETWEEN:

**CITY OF CHILLIWACK**  
(hereinafter called the "Employer")

AND:

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

**SECTION 1**  
**PREAMBLE**

**1.01 - Preamble**

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

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

AND WHEREAS it is now desirable that the methods of bargaining and all matters pertaining to the working conditions of the Employees be set out in an Agreement (hereinafter called the "Agreement" or "Collective Agreement").

NOW THEREFORE the parties hereto agree as follows:

**SECTION 2**  
**MANAGEMENT RIGHTS**

**2.01 - Management Rights**

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



**SECTION 3**  
**RECOGNITION AND NEGOTIATIONS**

**3.01 - Recognition**

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

**3.02 - No Other Agreements**

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

**3.03 - Work of the Bargaining Unit**

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

**SECTION 4**  
**DEFINITIONS**

**4.01 - Employee**

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

**4.02 - Probationary Employee**

1. "Probationary Employee" shall mean:
  - a) Full Time Employee – one hundred twenty (120) days worked;
  - b) Part Time, Casual, Time Duration, Co-Op Student Employees – one hundred twenty (120) days worked, or twelve (12) months, whichever comes first, from the date of hire, to determine suitability for employment as a regular Employee. Such period of time may be extended by mutual consent of both parties in writing. It is agreed and understood that during a new Employee's Probationary Period, their transfer, layoff or dismissal shall be entirely at the discretion of the Employer, without recourse to the grievance procedure. During the Probationary Period, Employees shall be entitled to benefit participation, or a percentage in lieu, as applicable to Full Time, Part Time, Casual, Time Duration or Co-Op Student Employees. Commencement of benefit participation shall be in accordance with the individual plan requirements, with dental coverage and the BC Pension Corporation deductions commencing only after successful completion of the Probationary Period.

2. Employees shall be paid in accordance with the provisions of the Collective Agreement, including the Schedules of Pay Rates attached thereto.
3. New Employees shall be paid eighty-five percent (85%) of the rate for their classified position until successfully completing a Probationary Period of one hundred twenty (120) days worked for Full Time Employees, and one hundred twenty (120) days worked or twelve (12) months, whichever comes first, for Part Time Employees.
4. Notwithstanding the foregoing, Employees working in Schedules C-1 and C-3 shall receive the rates set out in Schedules C-1 and C-3, respectively, commencing upon date of hire.

#### **4.03 - Full Time Employee**

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

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

#### **4.04 - Part Time Employee**

1. "Part Time Employee" shall mean any Employee employed in any position which is other than full time and works less than the normal hours specified in Sections 14.01(1)(a) and 14.01(2)(a).
2. Part Time Employees shall decide, at the time of hiring, if they wish to have benefits or payment in lieu of benefits. If Employees, after they commence employment, wish to change their decision, they may do so by notifying the Human Resources Office in December with the change to be effective at the start of the following Calendar Year, for those benefits that continue to be available to the Employee.
3. For Employees who elect payment in lieu of benefits, the payment will be all inclusive of such items as statutory holidays, holidays, etc., and the overtime payment provisions contained in the Collective Agreement will apply to those Employees who are required to work on statutory holidays. The payment in lieu of benefits will be applied to the Employee's base rate and the payment shall be based on the following:
  - a) Less than ten (10) Calendar Years of service - 10.2%;
  - b) Ten (10) Calendar Years of service or greater - 12.2%.
4. Employees who elect benefits will be entitled to holidays, statutory holidays and sick leave on a pro rata basis.

#### **4.05 - Time Duration Employee**

"Time Duration Employee" shall be defined as an Employee, who is employed on a special project or for a specified purpose, for a limited duration not to exceed twelve (12) calendar months (such period of time may be extended by mutual consent of both parties in writing). Time Duration Employees, during the aforementioned period, shall be entitled to cumulative seniority from date of hire, but shall not be entitled to fringe benefits, other than those to which a person becomes entitled by reason of statute. Time Duration Employees will receive a percentage in lieu of benefits upon hire at the rate set out in Section 4.04(3).

#### **4.06 – Casual Employee**

1. "Casual Employees" augment the regular work force and may fill in from time to time for regular Employees who are absent. Casual Employees have no regular schedule of hours or shifts. Hours and shifts for these Employees will be set by the Employer, subject to operational requirements and the requirements stipulated in Section 14.01 of this Agreement.
2. Casual Employees shall be entitled to cumulative seniority from date of hire.
3. Casual Employees will receive a percentage in lieu of benefits upon hire at the rate set out in Section 4.04(3) for their first (1st) twelve (12) calendar months. Casual Employees may join the benefit plan after January 1 of the year following their first (1st) full Calendar Year, subject to the following provisions:
  - a) Provided they have worked a minimum of fifty percent (50%) of full time working hours in their first (1st) full Calendar Year, and;
  - b) It is anticipated that they will work at least that number of hours in subsequent years.
4. Employees who become eligible for and elect benefits shall be entitled to holidays, statutory holidays and sick leave on a pro rata basis, subject to an estimate performed by the Employer on January 1 of each Calendar Year.

#### **4.07 – Co-Op Student Employee**

"Co-Op Student Employee" shall be defined as an Employee who is currently enrolled in a Co-Op Student Program at an accredited educational institution. A Co-Op Student Employee is employed for a special project or a specified purpose for a limited time duration not to exceed one (1) Co-Op term as defined by the institution at which the Employee attends. Co-Op Student Employees shall not be entitled to fringe benefits, other than those to which a person becomes entitled by reason of statute. Co-Op Student Employees will receive a percentage in lieu of benefits upon hire at the rate set out in Section 4.04(3).

#### **4.08 - Notification - Employee Status Change**

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

**SECTION 5**  
**UNION FEES AND MEMBERSHIP**

**5.01- Union Fees**

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

**5.02 – Union Representative**

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

**5.03 - Maintenance of Membership**

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

**5.04 - Suspension by Union**

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

**SECTION 6**  
**CHECK OFF OF UNION DUES**

**6.01- Deductions**

The Employer shall deduct from every Employee any monthly dues, initiation fees or general assessments levied in accordance with the Union's National Constitution, the Union's Bylaws and owing by them to the Union.

**6.02 - Check Off and Remittance**

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

**SECTION 7**  
**LABOUR MANAGEMENT COMMITTEES**

**7.01 - Representation**

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

**7.02 - Local Bargaining Committee**

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

**7.03 - Function of Bargaining Committee, etc.**

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

**7.04 - Representative of Canadian Union of Public Employees**

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

**7.05 - Meeting of Bargaining Committee**

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

**7.06 - Technical Information**

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

**SECTION 8**  
**GRIEVANCE PROCEDURE**

**8.01- Grievance**

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

**8.02 - Policy Grievance**

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

- Step 1:** The Employer or the Union shall first take up the grievance verbally with the Chief Administrative Officer within five (5) working days the Employer or the Union ought to have reasonably known of the event giving rise to the grievance.
- Step 2:** If the Grievance is not satisfactorily settled in Step 1, it shall be reduced to writing, and the Employee and Shop Steward, or designated Union representative, shall submit it to the Human Resources Office no later than five (5) working days following the discussion with the Chief Administrative Officer in Step 1. The Human Resources Office shall reply in writing within the next five (5) working days.
- Step 3:** If a satisfactory settlement is not reached at Step 2 and the Union wishes to proceed further, the grievance shall be referred to Step 3 within ten (10) working days of the Human Resources Office's reply at Step 2. The Grievance Committee of both parties will meet to discuss the grievance. If they are unable to settle the grievance within ten (10) working days of the date the grievance was referred to Step 3, then either party may give written notice of arbitration to the other.

**8.03 – Grievance Steps**

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

- Step 1:** The Employee involved shall first take up the grievance verbally with their immediate Management Supervisor, and with or without the Shop Steward, within five (5) working days from the time the Employee ought to have reasonably known of the event giving rise to the grievance.
- Step 2:** If the Grievance is not satisfactorily settled at Step 1, it shall be reduced to writing, and the Employee and the Shop Steward, or designated Union representative, shall submit it to the Human Resources Office no later than five (5) working days following the discussion with the Supervisor in Step 1. The Human Resources Office shall reply within the next five (5) working days in writing.

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

## **SECTION 9** **ARBITRATION**

### **9.01- Board of Arbitration**

Arising out of Section 8, a Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other in writing of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other party shall, within five (5) calendar days, appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third (3rd) member who shall be the Chairman. Should the representatives fail to select such a third (3rd) member within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairman. The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairman shall be shared equally between the parties.

### **9.02 - Decision by Board of Arbitration**

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

### **9.03 - Reinstatement by Board of Arbitration Order**

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

## **SECTION 10** **DISCIPLINE**

### **10.01 - Adverse Report**

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

### **10.02 - No Disciplinary Action - Unsafe Conditions**

An Employee will not be required to work at a job site that is unsafe. If an Employee is concerned about the safety of the job site or equipment assigned, they will immediately report the condition to their Management Supervisor who will ensure the work is performed without undue risk.

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

### **10.03 - Legal Picket Line**

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

### **10.04 - Loss of Wages - Picket Line**

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

## **SECTION 11** **SENIORITY**

### **11.01 - Seniority Defined**

1. Seniority shall be defined as the length of service in the Bargaining Unit and shall be applied on a Bargaining Unit-wide basis. Seniority shall be applied in determining layoffs and recalls as set out in the other provisions of this Agreement.
2. Date of hire shall be used as the Seniority Date for all Employees. Regardless of the date of the hire, the seniority of Employees will be subject to the following conditions:
  - a) The seniority of all Full Time Employees will be considered to be greater than that of any Part Time Employee;
  - b) The seniority of all Part Time Employees shall be considered to be greater than that of any Casual Employee;
  - c) The seniority of all Casual Employees shall be considered to be greater than that of any Time Duration Employee, and;
  - d) The seniority of Time Duration Employees shall be considered to be greater than that of any Co-Op Student Employee.
3. Co-Op Student Employee seniority expires immediately upon the termination of the Co-Op Student's employment at the end of a Co-Op term.



4. Seniority for the revised Schedule C-1 Employees shall be limited to Schedule C-1 positions only; however, they may be temporarily assigned to higher rated positions and will be paid the rate for the position they temporarily fill.
5. Seniority for Employees in Schedules C-2 and C-3 shall be limited to positions within their respective Schedules. Employees whose positions are outside of Schedules C-2 and C-3 cannot exercise their seniority rights when applying for vacancies in Schedules C-2 and C-3.

### **11.02 - Seniority List**

1. The Employer shall maintain a Seniority List for each Schedule appended to this Agreement. The list will show each Employee's original date of employment. An up-to-date Seniority List shall be provided to the Union upon request.
2. There shall be four (4) Seniority Lists by "date of hire:" 1) Full Time; 2) Part Time; 3) Casual, and; 4) Time Duration.

### **11.03 - Loss of Seniority**

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

1. They are discharged for just cause and not reinstated.
2. They resign.
3. They are absent from work in excess of five (5) consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
4. They fail to return to work following a layoff within seven (7) calendar days of being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address.

Employees who are laid off shall retain their seniority for a period of one (1) year, except Employees in Schedule C-1.

Employees in Schedule C-1 who are laid off shall retain their seniority for six (6) months. Schedule C-1 Employees shall be called back from a layoff of longer than six (6) months' duration if the individual Employee's work was satisfactory in the previous period of work. Schedule C-1 Employees and Co-Op Students shall be deemed to have passed probation after one hundred twenty (120) days worked, or twelve (12) months, whichever comes first, combined previous service.

### **11.04 - Transfers Outside Bargaining Unit**

No Employee shall be transferred to a position outside the Bargaining Unit without their consent. It is understood and agreed that an Employee who consents to transfer for any reason to a position, which they know to be outside the Bargaining Unit, shall not then initiate proceedings to have that position included in the Bargaining Unit.

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

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

## **SECTION 12** **PROMOTIONS, STAFF CHANGES, RETIREMENT**

### **12.01 - Job Postings**

1. It is agreed and understood that where vacancies exist or new positions are created, notice thereof will be posted on the bulletin boards and a copy mailed to the Secretary of the Union a period of seven (7) calendar days before the appointment is made; such postings and notice to contain the following information:
  - a) Nature of position;
  - b) Required ability, and;
  - c) Wage rate or salary range.
2. When a Part Time or Casual position is designated Full Time, the position will be posted.
3. When a Casual position is designated Part Time, the position will be posted.
4. Reclassification requests will be referred to the Labour Management Committee for their recommendation as to whether or not a position shall be posted. If no agreement is made, the position will be posted.

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

### **12.02 - Method of Making Appointment**

In making promotions and transfers, the required knowledge, skills and ability for the position shall be the primary consideration, and where two (2) or more applicants are equally capable of fulfilling the duties of the position, seniority as defined in this Agreement, shall be the determining factor.

### **12.03 - Trial Period**

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

### **12.04 - Retirement and Retirement Gratuity**

All Employees shall retire in accordance with City of Chilliwack policy at sixty-five (65) years of age, unless otherwise mutually agreed between the parties.

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

### **12.05 - Employees Accepting Time Duration Position**

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

### **12.06 - Temporary Transfers**

Temporary Transfers may be used to re-assign an existing Employee from their permanent position to any other position for which the Employee possesses the necessary knowledge, skills and ability for the position.

1. Temporary Transfers required for any reason, other than to replace an Employee absent from the workplace, shall be at the discretion of the Employer and subject only to the provisions of Section 12.02, and shall be compensated in accordance with Section 19.03 for Inside Employees, and Section 19.04 for Outside Employees.

2. Short Term Temporary Transfers for durations up to three (3) months, that are required to replace Employees who are absent from the workplace, will be implemented at the discretion of the Employer without posting or competition, subject to the following conditions:
  - a) Outside Employees will be temporarily transferred in accordance with Section 12.02 and compensated in accordance with Section 19.04;
  - b) Inside Employees will be transferred within their own work group only (defined in Schedule B-2) to replace Employees who are absent from the workplace, on the basis of seniority from among those Employees within the same work group who, in the opinion of the Employer, possess the required knowledge, skills and ability for the position. These transfers will be awarded on a rotating basis to those appropriately qualified Employees and transferred Employees will be compensated in accordance with Section 19.03. Where no appropriately qualified Employee exists within the work group, any Temporary Transfer required will be filled in accordance with the requirement of Section 12.06(1).
3. Long Term Temporary Transfers ranging in duration from three (3) to twelve (12) months, that are required to replace Employees who are absent from the workplace, will be implemented at the discretion of the Employer, subject to the following conditions:
  - a) Long Term Temporary Transfers will be posted in accordance with the requirements of Section 12.01(1), together with the anticipated duration of the transfer;
  - b) Competitions for Long Term Temporary Transfers will be open only to existing members of the Bargaining Unit;
  - c) The award of Long Term Temporary Transfers will be made in accordance with Section 12.02;
  - d) At the end of a Long Term Temporary Transfer, the Employee will be returned to their previous classification, position and seniority rights;
  - e) Compensation for Employees working in Long Term Temporary Transfers shall be at the same rate as the absent Employee.
4. Subject to operational requirements, Short or Long Term Temporary Transfers shall, without notice, be terminated early or extended, as required, if the absent Employee's return takes place earlier or later than originally anticipated.
5. The decision regarding the necessity to backfill for any Employee who has been transferred under Sections 12.06(2) or 12.06(3) shall be at the discretion of the Employer. Any transfer or hiring of new Employees necessary to backfill for Temporary Transfers under Section 12.06(2)(b) or 12.06(3) may be implemented at the discretion of the Employer, without regard to seniority and without posting.

**SECTION 13**  
**LAYOFFS AND RECALLS**

**13.01 - Procedures**

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

**13.02 - Layoffs and Recalls**

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

**13.03 - Notice of Layoff**

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

**13.04 - Equipment Failure**

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

**13.05 - Emergencies**

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

**13.06 - Severance Pay**

1. An Employee who has received written notice of layoff shall, within five (5) calendar days, elect to:
  - a) Exercise their seniority rights for bumping purposes, or;
  - b) Accept layoff.

2. If the Employee accepts layoff, they shall within thirty (30) calendar days from the effective date of layoff, elect:
  - a) Either to retain seniority rights of layoff and recall, or;
  - b) To accept severance pay.
3. If the Employee elects to retain seniority rights of layoff and recall, the Employee is not entitled to severance pay under these provisions.
4. If the Employee elects to accept severance pay, all seniority rights and rights to recall under the Agreement are terminated.
5. Entitlement to, and severance pay for each Employee, will be as follows:
  - a) Three (3) days' pay for each Calendar Year of service, up to and including five (5) Calendar Years of service;
  - b) Five (5) days' pay for each Calendar Year of service after five (5) years of service;
  - c) The maximum number of days for severance will be ninety (90) days' pay.
6. Part time and casual service shall be calculated on a pro rata basis. Salary upon which severance pay is calculated shall be based on the Employee's salary at the effective date of their termination.

**SECTION 14**  
**HOURS OF WORK, SHIFTS AND OVERTIME WORK**

**14.01 – Hours of Work**

1. **Normal Regular Hours – Full Time Employees (Outside)**
  - a) Except as provided in Sections 14.01(b), (c) and (d), whereof the normal regular hours of work for Full Time Outside Employees shall be eight (8) consecutive hours per day (exclusive of a lunch break not to exceed one-half [1/2] hour) for five (5) consecutive days per week, excluding Sundays. The normal yearly hours of work for Outside Employees shall be 2,080 hours per year (52 weeks x 40 hours per week = 2,080).
  - b) If the Employer requires the servicing of equipment to be performed outside of scheduled shifts, Truck Drivers I and II, Public Works Utility I, II, III, IV, V and VI and the Public Works Foreman shall be paid one-half (1/2) hour extra per day for servicing their machines, which extra one-half (1/2) hour shall be considered regular time, not overtime.
  - c) The regular hours of work of all Employees working in the Waste Water Control Centre shall be eight (8) consecutive hours per day (exclusive of a lunch break not to exceed one-half [1/2] hour) in accordance with published shift schedules.

- d) The hours of work for the Iceman position may be either eight (8) consecutive hours per day for any five (5) consecutive days, or ten (10) consecutive hours per day for any four (4) consecutive days (lunch break may be inclusive or exclusive of the shift, but will not exceed one-half [1/2] hour per shift) at the discretion of the Employer.
- e) The hours of work for regular shift workers shall be eight (8) consecutive hours per day, inclusive of one-half (1/2) hour lunch break, for any five (5) consecutive days per week.
- f) The Employer shall have complete discretion and may delegate its authority to its management staff to set the hour at which work shall be commenced by all Outside Employees, but if the hour of commencing work is to be other than 8:00 a.m., the Employees affected shall be so notified not later than the previous day.
- g) It shall be the duty of each Employee to report for work on each and every working day at the prescribed hour, unless the Employee has been notified that they are not to report for work.

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

- a) The normal regular hours of work for Full Time Inside Employees shall be 8:30 a.m. to 4:30 p.m., Monday to Friday, inclusive, with one (1) hour for lunch, except that the Supervisor of the Building Department may from time to time arrange for some Employees of that Department to have regular hours of work from 8:00 a.m. to 4:00 p.m., on the condition that sufficient staff is present each day until 4:30 p.m. to take care of such business as may arise. The normal yearly hours of work for Inside Employees shall be 1,820 hours per year (52 weeks x 35 hours per week = 1,820).
- b) It shall be the duty of each Employee to report to work on each and every working day at the prescribed hour, unless the Employee has been notified that they are not to report to work.

3. **Change in Regular Schedule of Hours - Inside Employees**

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

**14.02 – Voluntary Overtime – Inside Employees**

Inside workers may be permitted to work voluntary overtime, subject to operational requirements as defined by the Employer, and the authorization provisions of Section 14.07. Voluntary overtime may be worked during the hours that precede the commencement of a regular full time shift, or after the end of a regular full time shift. Voluntary overtime will be accumulated into a separate bank. Employees will be permitted to work up to a maximum of five (5) hours of voluntary overtime per week, to a limit of thirty-five (35) hours per year. Compensation for banked voluntary overtime will be at the rate of straight time, and may be taken only as time off in lieu, at a time that shall be decided upon by the mutual agreement of the Employer and the Employee, subject to any financial or operational restraints that may be existent at that time.

### **14.03 - Notice of Shift Change**

1. Excepting in times of emergencies, as defined in Section 13.05, forty-eight (48) hours' notice shall be given before change of a regular shift. Failure to provide at least sixteen (16) hours' rest time between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period.
2. Employees covered by Schedule C-1 shall be entitled to twelve (12) hours' rest time between shifts. Rest time not given shall result in overtime being paid for any hours worked during such normal rest period.
3. Employees covered by Schedule C-3 shall be given one (1) hour's notice before the change of a regular shift.

### **14.04 - Shift Work**

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

1. Adequate notice shall be given by the Employer to the Union, which notice shall not be less than five (5) working days or one (1) clear calendar week.
2. Shifts may be in three (3) non-broken shifts of up to eight (8) hours, mealtime excluded, in any twenty-four (24) hour period.
3. The date and plan of implementation and the allocation of Employees shall be with the fullest consultation and cooperation of the Union to ensure adequate coverage by qualified Employees.
4. In order to provide Schedule C-1 Employees with a minimum of four (4) hours' work for non-students, and two (2) hours' work for students on school days, these Employees may be assigned to assist Regular Full Time and Regular Part Time Employees in carrying out their duties and may be split-shifted.

### **14.05 - Temporary Shifts**

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

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



#### **14.06 - Pay for Shift Work**

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

1. For all hours worked between 6:00 p.m. and 12:00 midnight, an additional sixty-five cents (\$.65) per hour shall be paid.
2. For all hours worked between 12:00 midnight and 7:00 a.m., an additional one dollar (\$1.00) per hour shall be paid.

The shift premium shall be paid for an entire shift after four (4) or more hours of that shift are worked between the hours of 6:00 p.m. and 7:00 a.m.

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

#### **14.07 - Overtime Authorized**

All overtime shall be at the authority of the Employee's immediate supervisor who has been delegated the responsibility to authorize overtime. All time worked beyond the normal full time work day, the normal full time work week or on a holiday, shall be considered overtime.

#### **14.08 - Overtime Rates**

##### **1. On Regular Workday**

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

##### **2. On Day of Rest or Statutory Holiday**

All hours worked on the first (1st) and/or second (2nd) normal day of rest shall be paid for at the rate of double time (2T), and all hours worked on a statutory holiday or general holiday shall be paid for at double time (2T), in addition to any holiday pay which may be payable. It is agreed; however, that Employees may be required to work on a statutory or general holiday at overtime rates, provided the Employee is granted another day off with pay in lieu of the statutory or general holiday, as provided in Section 15. Such time off shall be taken as mutually agreed upon by the Employer and the Employee, provided the quantity, regularity and disruption of the work will be least impaired, as determined by the Employer.

##### **3. Schedule C-1 Employees**

Schedule C-1 Employees shall be paid overtime at one and one-half (1.5) hours for each overtime hour worked for the first two (2) hours worked, and at two (2) hours for each hour worked thereafter. Schedule C-1 Employees who work on a day of rest or statutory holiday shall be paid at one and one-half (1.5) hours for each hour worked, plus equivalent time off with straight time pay.

#### **14.09 - Overtime Allocation**

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

#### **14.10 - Reporting/No Work**

1. Where an Employee reports for a shift and no work is available, such Employee shall be paid for a minimum of two (2) hours, and in the event the Employee commences work, a minimum of four (4) hours shall be paid.
2. Where an Employee in Schedule C-3 reports for a shift and no work is available, such Employee shall be paid for a minimum of one (1) hour, and in the event the Employee commences work, a minimum of one (1) hour shall be paid.

#### **14.11 - Call Out**

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

#### **14.12 - Rest Period**

All Employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first (1st) and the second (2nd) halves of a normal work day or shift.

#### **14.13 - Standby Pay**

Employees who are authorized by their immediate supervisor to standby for extra duty, and who are qualified to do the work required, shall be paid on the following basis:

1. Two (2) hours' pay for sixteen (16) non-working hours on a weekday, but no standby if the Employee is called out during the sixteen (16) hour period. Standby shall be calculated from 4:30 p.m. of the first (1st) day to 8:00 a.m. of the following day.
2. To be paid the equivalent of four (4) hours' pay of their base rate for a twenty-four (24) hour period on weekends and statutory holidays. If an Employee on standby during this period is called out, they shall be paid at overtime rates for the actual hours worked. Weekend and statutory holidays' standby shall be calculated from 8:00 a.m. of the first (1st) day to 8:00 a.m. of the second (2nd) day.
3. For those Employees who elect to bank their standby pay earned in the Calendar Year from January 1 to September 30, they will be paid out in the month of October of the same Calendar Year. Standby pay earned from October 1 to December 31 in the same Calendar Year will be paid out in January of the following Calendar Year. Banked standby pay cannot be taken as time off in lieu.

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

#### **14.14 - Benefit Gratuity**

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

### **SECTION 15** **HOLIDAYS**

#### **15.01 Guarantee of Holidays**

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

#### **15.02 - Paid Holidays**

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

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

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

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

#### **15.03 - New Employees**

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

#### **15.04 - When Holiday Falls on Day of Rest**

With the exception of Section 15.05, when any of the above noted statutory or general holidays listed in Section 15.02 fall on Saturday or Sunday and are not proclaimed as being observed some other day, the following Monday, when one (1) day is involved, or the following Monday and Tuesday, when two (2) days are involved, shall be deemed as holidays for the purpose of this Agreement, unless some other arrangements are made by mutual agreement.

### **15.05 - Holidays on Day Off**

When any of the holidays referred to in Section 15.02 fall on an Employee's scheduled day off, for those Employees who work other than the normal week (Monday to Friday, inclusive), the Employee shall receive their first (1st) regular scheduled work day off with pay, unless otherwise mutually agreed by the Employer and the Employee, except Employees in Parks and Recreation, the Water Pollution Control Centre, the RCMP Detachment and the Fire Hall, who may be required to work the first (1st) working day when a statutory holiday falls on their scheduled day off, if operationally necessary at the Employer's discretion.

### **15.06 - Holiday Pay – Full Time Employees**

Employees who are not required to work on the holidays set out in Section 15.02 shall receive holiday pay equal to one (1) normal day's pay. Employees who are required to work shall be paid in accordance with the overtime provisions of this Agreement.

### **15.07 – Holiday Pay – Part Time, Casual, Time Duration and Co-Op Student Employees**

1. Employees who are eligible and have elected benefits and who are not required to work on the holidays, set out in Section 15.02, shall be entitled to holiday pay based on the average hours worked in the preceding four (4) weeks prior to the holiday, calculated as follows:
  - a) OUTSIDE EMPLOYEES: 
$$\frac{\text{Total Hours Worked} \times 8 \text{ Hours}}{160 \text{ Hours}} = \text{Entitlement}$$
or;
  - b) INSIDE EMPLOYEES: 
$$\frac{\text{Total Hours Worked} \times 7 \text{ Hours}}{140 \text{ Hours}} = \text{Entitlement}$$
2. Part Time, Casual, Time Duration and Co-Op Student Employees required to work on the holidays set out in Section 15.02 will be entitled to overtime rates for the actual hours worked in addition to any entitlement outlined in Section 15.07(1).

## **SECTION 16** **ANNUAL VACATIONS**

### **16.01 - Entitlement**

#### 1. **Part Time Employees**

The entitlement for Part Time Employees is set out in Section 4.04.

#### 2. **Time Duration Employees**

The entitlement for Time Duration Employees is set out in Section 4.05.

#### 3. **Casual Employees**

The entitlement for Casual Employees is set out in Section 4.06.

4. **Co-Op Student Employees**

The entitlement for Co-Op Student Employees is set out in Section 4.07.

5. **Full Time Employees**

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

**16.02 - Definition**

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

**16.03 - First Year of Service**

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

**16.04 - Less Than One Year of Service**

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

**16.05 - Second Year of Service**

During their second (2nd) year of continuous service, and every year thereafter up to and including their seventh (7th) year of service, Regular Employees shall earn three (3) calendar weeks' annual vacation.

**16.06 - Eighth Year of Service**

During their eighth (8th) year of continuous service, and every year thereafter up to and including their fourteenth (14th) year of service, Regular Employees shall earn four (4) calendar weeks' annual vacation.

**16.07 - Fifteenth Year of Service**

During their fifteenth (15th) year of continuous service, and every year thereafter up to and including their twenty-third (23rd) year of service, Regular Employees shall earn five (5) calendar weeks' annual vacation.

**16.08 - Twenty-Fourth Year of Service**

During their twenty-fourth (24th) year of continuous service, and every year thereafter, Regular Employees shall earn six (6) calendar weeks' annual vacation.

### **16.09 - Statutory Holidays During Vacation Periods**

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

### **16.10 - Consecutive Vacation Periods**

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

### **16.11 - Scheduling of Vacation Periods**

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

### **16.12 - Approved Leave During Vacation Periods**

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

### **16.13 - Pro-Rating Vacation Time for Interrupted Service**

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

## **SECTION 17 SICK LEAVE PROVISIONS**

### **17.01 - Entitlement**

#### **1. Part Time Employees**

Entitlement for Part Time Employees is set out in Section 4.04.

#### **2. Time Duration Employees**

Entitlement for Time Duration Employees is set out in Section 4.05.

#### **3. Casual Employees**

Entitlement for Casual Employees is set out in Section 4.06.

#### **4. Co-Op Student Employees**

Entitlement for Co-Op Student Employees is set out in Section 4.07.

5. **Full Time Employees**

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

**17.02 - Accumulation of Sick Leave**

For the first twelve (12) months, a maximum of six (6) days at full pay. During the second (2nd) year of service and following, a maximum of eighteen (18) working days each year (calculated at the rate of one and one-half [1.5] days per month), accumulative to a total maximum accumulation of one hundred and thirty-five (135) working days at full pay.

**17.03 - Annual Statement**

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

**17.04 - Extension of Sick Leave**

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

**17.05 - Responsibility to Report**

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

**17.06 - Medical Certificate**

A medical certificate may be required by the Employer as proof of sickness. Such requests will be made where possible when the Employee reports sick, during their period of illness, or on their first (1st) day back to work.

**17.07 - Sick Leave Gratuity**

At the last pay period of the Calendar Year an Employee, at their option, may bank or receive payment for one-third (1/3) of the sick leave remaining to their credit from the annual sick leave entitlement of eighteen (18) days at the end of each Calendar Year, at the Employee's rate of pay in effect for that pay period; the payment of this gratuity to be based on the following understanding:

1. There shall be no payment of gratuity during the first twelve (12) months of work. At the end of an Employee's second (2nd) Calendar Year of service, their unused sick leave accumulated to that date will be used as the basis for calculating the payment.
2. If any sick leave is used in the current year after the date on which the gratuity is calculated, an appropriate adjustment will be made to charge that sick leave used against the sick leave earned in the following Calendar Year.

3. The total gratuity days shall be deducted from the total sick leave balance for the year, and the balance shall be cumulative for the purposes of sick leave only, to a maximum of one hundred and thirty-five (135) days.

#### **17.08 - Abuse of Sick Leave**

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

#### **17.09 - Family Illness**

When no one at home other than the Employee can provide for the needs of a spouse, parent or dependent child, an Employee shall be entitled, after notifying their immediate supervisor, to use five (5) working days per Calendar Year to care for the member of the family who is ill. These days are to be deducted from the Employee's current sick leave entitlement.

### **SECTION 18** **LEAVE OF ABSENCE**

#### **18.01 - Leave for Union Business**

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

#### **18.02 - Leave for Union Duties**

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

1. Where possible, a request for such leave shall be submitted to the Employer at least two (2) weeks in advance.
2. Such leave of absence shall not be unreasonably withheld.
3. Such leave of absence shall not affect the Employee's earned seniority and/or benefits contained in this Agreement. The Employee will continue to be paid all wages and benefits to which they would otherwise be entitled to, and the Union agrees to reimburse the Employer for all wages and benefits paid by the Employer to the Union official while on leave.
4. Not more than three (3) Union representatives shall be away at any one time, and the period of absence shall not exceed five (5) working days.
5. Union representation in excess of that stipulated in Section 18.02(4) may be permitted to be away, subject to operational considerations, in order to allow Union members to attend retirement seminars sponsored by CUPE National.



### **18.03 - Leave for Full Time Union Duties**

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

### **18.04 - Bereavement Leave**

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

### **18.05 - Mourner's Leave**

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

### **18.06 - General Leave**

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

### **18.07 - Jury or Court Witness Duty**

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

### **18.08 - Maternity Leave**

1. **Maternity Leave**
  - a) Employees may request a leave of absence without pay because of pregnancy. Such request will be granted, provided the Employee submits to the Employer a request, in writing, for such leave at least four (4) weeks prior to the date the leave is to commence. Such leave will be for a period of not more than seventeen (17) consecutive weeks, commencing no earlier than eleven (11) weeks before the expected date of birth, and ending no earlier than six (6) weeks after the actual date of birth.

- b) The Employee, when returning to work, shall give the Employer a minimum of four (4) weeks' notice of the date of return.

2. **Parental Leave**

- a) Employees may request a leave of absence without pay to care for a newborn child of the Employee, or a child who is in the care of the Employee, for the purpose of adoption under the laws governing adoption in British Columbia. Such request will be granted, provided the Employee submits to the Employer a request, in writing, for such leave at least four (4) weeks prior to the date the leave is to commence or, in the case of adoption, with as much notice as is given to the Employee by the adoption agency. Such leave will be for a period of not more than thirty-seven (37) consecutive weeks, and shall be taken:
  - i) In the case of a female Employee, on the expiration of any maternity leave of absence taken, pursuant to Section 18.08(1)(a), or within fifty-two (52) weeks from the day when the adopted child comes into the care of the Employee, or;
  - ii) In the case of a male Employee, within fifty-two (52) weeks from the day on which the child is born, or the adopted child comes into the care of the Employee.
- b) The aggregate amount of Parental Leave that may be taken by two (2) Employees under this Section 18.08(2) in respect of the same birth or adoption shall not exceed thirty-seven (37) weeks.
- c) Employees on Parental Leave shall give the Employer a minimum of four (4) weeks' notice of their intention to return to work.

3. **General Provisions**

- a) The aggregate amount of leave that may be taken by one (1) or two (2) Employees under Section 18.08(1) and (2) in respect of the same birth shall not exceed fifty-two (52) weeks.
- b) The Employee shall be returned to their former position, or if it no longer exists, to a comparable position, at the completion of their leave of absence pursuant to Section 18.08(1) and/or (2), without loss of seniority.
- c) During an Employee's leave, pursuant to Sections 18.08(1) and (2), the Employer shall continue to pay its share of the premium costs for benefit coverages, provided that the Employee chooses to continue to pay their share of the premiums.

**18.09 – Leave of Absence for Public Duties**

An Employee who is elected to public office shall be allowed leave of absence without loss of seniority during their term of office. The Employee shall not be entitled to wages or benefits during such absence(s).

### **18.10 - Paternity Leave**

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

## **SECTION 19** **PAYMENT OF WAGES AND ALLOWANCE**

### **19.01- Pay Days**

The Employer shall pay salaries and wages every second (2nd) week, by direct deposit, on Thursday, and the Employer shall supply the Employee with a statement for each pay.

### **19.02 - Equal Pay for Equal Work**

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

### **19.03 - Pay During Temporary Transfers - Inside Employees**

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

### **19.04 - Pay During Temporary Transfers - Outside Employees**

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

### **19.05 - Pay for Excluded Positions**

Employees temporarily assigned to positions outside the scope of this Collective Agreement, shall be paid from the first (1st) day in the temporary assigned position, on the basis of seven percent (7%) above the Employee's regular salary. In each assignment, the Employee shall be notified, in writing, in advance of the temporary assignment.

### **19.06 - Overtime Meal Allowance**

Unless the Employer has been given at least twenty-four (24) hours' notice of the need to work overtime, or unless the Employer has made time available for the Employee to obtain a meal during the overtime period, or unless the Employer delivers an adequate meal to the Employee during the overtime period, an Employee required to work more than two (2) hours of overtime in any day shall be paid a meal allowance of not more than six dollars (\$6.00). The need for payment of the meal allowance shall be indicated on the Employee's timesheet.

### **19.07 - Educational Allowance**

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

### **19.08 - Professional Fees and Licences**

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

### **19.09 - Rates of Leadhand**

A Leadhand is one who, over and above their regular work, supervises two (2) or more Employees, but remains under the supervision of a Foreman. While so employed, Leadhands shall receive the rate specified in Schedule A. The appointment of Leadhands shall be made by the immediate supervisor, or their designate.

### **19.10 Storm Sewer**

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

### **19.11 - Mileage Allowance**

Employees required to use their automobiles for the Employer's business shall be reimbursed at the rate stipulated in the Employer's Policy Directive C-10 (Mileage Allowance/Rates), or forty cents (\$.40) per kilometre, whichever is greater.

### **19.12 - Concrete Finishing**

As determined by the Employer, a five percent (5%) premium shall be paid to any Employee performing concrete finishing.

### **19.13 - Dirty Pay**

1. A premium of five percent (5%) shall be paid to any Employee working in contact with raw sewage. This premium shall not apply to the Utilityman, Wastewater Pollution Control Operator and the Wastewater Pollution Control Centre Mechanic.

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

#### **19.14 - Faller's Rate**

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

#### **19.15 - Mechanic Tool Rate**

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

### **SECTION 20** **JOB CLASSIFICATION AND RECLASSIFICATION**

#### **20.01- Class Descriptions**

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

#### **20.02 - Notice of New Positions or Abolition of Established Positions**

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

#### **20.03 - Establishment of Salaries or Rates**

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

#### **20.04 - Reclassification, Salary or Rate Changes**

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

#### **20.05 - Processing Requests**

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

## **20.06 - Right to Appeal**

The Union shall have the right, within thirty (30) days, to appeal to the local Bargaining Committee on items covered by the above sections, and such appeal shall be in written form and contain valid facts and submissions including contesting salaries, rates, Employer's classification and/or valuations. The local Bargaining Committee (Section 7.02) will attempt to resolve all appeals on classification and valuations within thirty (30) calendar days of notification.

## **20.07 - Arbitration**

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

# **SECTION 21** **EMPLOYEE BENEFITS**

## **21.01 - Pension**

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

Employees who were not enrolled in the BC Pension Corporation throughout their employment shall be entitled to the allowance set out above for those years they were not enrolled.

Part Time Employees shall be allowed to enrol in the BC Pension Corporation at their option.

## **21.02 - Health and Welfare Benefits**

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

1. Medical Services Plan.
2. Extended Health Benefits;  
Eyeglass option, to a maximum of two hundred fifty dollars (\$250);  
Eye Examinations – 80%, to a maximum of fifty dollars (\$50) per person every twenty-four (24) months;  
Unlimited Medical Coverage out of province/country.
3. Group Life Insurance of fifty thousand dollars (\$50,000) per person.

4. Dental Plan:  
Part A - 80%;  
Part B - 50%;  
Part C - 50% coverage (two thousand five hundred dollars [\$2,500] lifetime limit).

### **21.03 - Cost Sharing for Employee Benefits**

During years 2002 and 2003 of the Agreement, the costs of providing the Employee benefits as itemized in Section 21.02 shall be shared between the Employer and the Employee, with the Employer to pay eighty percent (80%) of the premiums and the Employee to pay twenty percent (20%) of the premiums, and any experience rebates are to be divided in the same proportion as is being used for the payment of premiums.

Commencing January 1, 2004, the Employer will pay one hundred percent (100%) of the cost of the premiums for the benefits itemized in Section 21.02.

### **21.04 - Supplementation of Compensation Award**

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

### **21.05 - Legislation**

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

### **21.06 - Death Benefits**

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

**SECTION 22**  
**SAFETY AND HEALTH**

**22.01 - Cooperation on Safety**

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

**22.02 - Union-Employer Accident Prevention**

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

**22.03 - Meetings of Committee**

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

**22.04 - Safety Measures**

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

**22.05 - Investigation of Accidents**

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

**22.06 - Pay for Injured Employees**

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

**22.07 - Transportation of Accident Victims**

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

**22.08 - Disclosure of Information**

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



**SECTION 23**  
**TECHNOLOGICAL CHANGE**

**23.01 - General Provisions - Technological Change**

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

**23.02 - Displacement**

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

**23.03 - Layoff Due to Technological Change**

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

**23.04 - Significant Technological Change**

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

1. Affects the terms and conditions or security of employment of a significant number of Employees to whom this Collective Agreement applies, or;
2. Alters significantly the basis upon which the Collective Agreement was negotiated,

a Technological Change Committee shall be established, comprising of two (2) representatives of the Employer and the Union, to discuss and attempt to resolve the introduction of technological change and its anticipated impact, so that problems and negative consequences can be avoided.

If the matter cannot be resolved, either party may refer it to an Arbitration Board pursuant to Section 8.

**23.05 - Arbitration Board Decisions on Technological Change**

The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce, a technological change, and upon deciding that the Employer has introduced or intends to introduce a technological change, the Arbitration Board may make any one (1) or more of the following orders:

1. That the change be made in accordance with the terms of the Collective Agreement, unless the change alters significantly the basis upon which the Collective Agreement was negotiated.
2. That the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate.
3. That the Employer reinstate any Employee displaced by reason of the technological change.
4. That the Employer pay to that Employee such compensation in respect of their displacement as the Arbitration Board considers reasonable.
5. That the matter be referred to the Labour Relations Board.

Any order made under this section is binding upon all persons bound by this Collective Agreement.

## **SECTION 24** **UNIFORM AND CLOTHING ALLOWANCES**

### **24.01 - Clothing/Equipment to be Provided**

1. The Employer agrees to provide safety clothing and equipment, except personal safety footwear, required by the Workers' Compensation Board. The Employer shall issue protective clothing where mutually deemed to be required by the Union and the Employer. Where the Employer provides clothing to the Employees, the provision includes the cleaning of the clothing.
2. Journeymen Mechanics, Mechanic Foremen, Foreman I - Patching and Patch Truck Operators shall continue receiving work boots, as done so in past practice.

## **SECTION 25** **GENERAL CONDITIONS**

### **25.01 Proper Accommodation**

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

### **25.02 - Bulletin Boards**

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

### **25.03 - Allowance for Tools**

Employees required to furnish their own tools in the performance of their duties shall, upon proving the tool was broken as a result of their duties, have the same replaced by one (1) of equal quality and value by the Employer.

### **25.04 - Fire and Theft Insurance**

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

### **25.05 - Indemnity Insurance**

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

### **25.06 - Plural or Feminine Terms May Apply**

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

### **25.07 - Attachments to Agreement**

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

### **25.08 - Extension of Times**

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

### **25.09 - Human Rights Code Harassment and Discrimination**

All personnel have the right to work without discrimination and sexual harassment as defined by the *Human Rights Code of British Columbia*. Any complaint alleging discrimination or sexual harassment will be handled in accordance with the joint Employer/Union Workplace Discrimination and Harassment Policy (Policy Directive D-10). Such joint policy cannot be changed or altered without the mutual agreement of the parties.

### **25.10 - Essential Services**

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

Prisoner Guard;  
Prisoner Matron;  
Exhibits Custodian;  
Jail Supervisor;  
Reader, and;  
Court Liaison Officer.

**SECTION 26**  
**TERM OF AGREEMENT**

**26.01- Duration**

This Agreement shall be for the period January 1, 2002 to and including December 31, 2004, and from year to year thereafter, subject to the right of either party to the Agreement at any time within four (4) months immediately preceding the date of the expiry of this Agreement, or immediately preceding the last day of December in any year thereafter, by written notice to require the other party to the Agreement to commence collective bargaining.

**26.02 - Continuation**

Should either party give written notice, as described in Section 26.01, this Agreement shall thereafter continue in full force and effect until:

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

whichever is the earliest.

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

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

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

## SCHEDULE A OUTSIDE RATES OF PAY

Position	January 1, 2002 (\$ .496/hr)		January 1, 2003 2.5%		January 1, 2004 2.5%	
	85%	100%	85%	100%	85%	100%
Building Service Worker (w/o ticket)	15.315	18.018	15.698	18.468	16.091	18.930
Labourer I (non-full time)	15.339	18.046	15.722	18.497	16.115	18.959
Traffic Warden	15.339	18.046	15.722	18.497	16.115	18.959
Building Service Worker (with ticket)	15.632	18.391	16.023	18.851	16.424	19.322
Labourer II	15.655	18.418	16.046	18.878	16.448	19.350
Public Works Utility I	15.938	18.751	16.337	19.220	16.746	19.701
Public Works Utility II	16.252	19.120	16.658	19.598	17.075	20.088
Parks Worker	16.252	19.120	16.658	19.598	17.075	20.088
Iceman I	16.252	19.120	16.658	19.598	17.075	20.088
Wastewater Pollution Control Op. I	16.513	19.427	16.926	19.913	17.349	20.411
Public Works Utility III	16.844	19.816	17.264	20.311	17.696	20.819
Sign Maintenance Worker	16.844	19.816	17.264	20.311	17.696	20.819
Flush Truck Assistant	16.844	19.816	17.264	20.311	17.696	20.819
Rakerman	16.844	19.816	17.264	20.311	17.696	20.819
Levelman	16.844	19.816	17.264	20.311	17.696	20.819
Meter Reader	16.844	19.816	17.264	20.311	17.696	20.819
Iceman II	16.844	19.816	17.264	20.311	17.696	20.819
Public Works Utility IV	17.140	20.165	17.569	20.669	18.008	21.186
Iceman III	17.140	20.165	17.569	20.669	18.008	21.186
Parks Utilityman	17.140	20.165	17.569	20.669	18.008	21.186
Storeman/Clerk	17.533	20.627	17.972	21.143	18.421	21.672
Public Works Utility V	17.736	20.866	18.180	21.388	18.635	21.923
Senior Sign Maintenance Worker	17.736	20.866	18.180	21.388	18.635	21.923
Foreman I – Patching	17.736	20.866	18.180	21.388	18.635	21.923
Parks Utility II	17.736	20.866	18.180	21.388	18.635	21.923
Tradesman	18.142	21.344	18.596	21.878	19.061	22.425
Public Works Utility VI	18.345	21.582	18.804	22.122	19.274	22.675
Utilityman	18.345	21.582	18.804	22.122	19.274	22.675
Facility Supervisor	18.420	21.670	18.880	22.212	19.352	22.767
Wastewater Pollution Control Op. II	18.819	22.140	19.290	22.694	19.772	23.261
Journeyman Gardener	18.819	22.140	19.290	22.694	19.772	23.261
Utility Man III	19.581	23.036	20.070	23.612	20.571	24.202
Foreman II – Parks	19.581	23.036	20.070	23.612	20.571	24.202
Landscape Technician	19.581	23.036	20.070	23.612	20.571	24.202
Instrumentman	19.581	23.036	20.070	23.612	20.571	24.202
Journeyman Mechanic (with tools)	19.678	23.129	20.166	23.704	20.668	24.294
Storeman/Buyer	19.943	23.462	20.442	24.049	20.953	24.650
Public Works/Foreman II	20.215	23.782	20.720	24.377	21.238	24.986
Arenas Supervisor	20.215	23.782	20.720	24.377	21.238	24.986
Public Works Foreman III	21.204	24.946	21.735	25.570	22.278	26.209
Utility Mechanical Foreman III	21.204	24.946	21.735	25.570	22.278	26.209
Utility Underground Foreman III	21.204	24.946	21.735	25.570	22.278	26.209
Mechanic Foreman (with tools)	22.361	26.286	22.917	26.940	23.487	27.611
Leadhand Rate		0.750		0.850		1.000
Mechanic Tool Rate		0.120		0.120		0.120
Utilityman Certification CLI		0.250		0.250		0.250
Utilityman Certification CLII		0.250		0.250		0.250
First Aid – Level II Ticket		0.400		0.400		0.400

## **SCHEDULE A-1**

### **PUBLIC WORKS EQUIPMENT Equipment in Each Classification**

<b><u>Position</u></b>	<b><u>Equipment in Each Classification</u></b>
Labourer (part time)	
Labourer II	Pick-Up Trucks, Vans
Public Works Utility I	Roller, Compacter, Power Saws, Lawn Mowers, Weed Eaters, Chipper
Public Works Utility II	One Ton Service Trucks
Public Works Utility III	Single Axle Dump Truck, Patch Truck
Public Works Utility IV	Tandem Dump Truck, Seven Gang Mower, 16 Foot Rotary Mower, Three Gang Reel Mower, Trackless Mower, Tractors, Parks Sweeper
Public Works Utility V	Crane Truck, Backhoe, Dozer, Tractor, Compressor/Jackhammer
Public Works Utility VI	Excavator, Grader, Flush Truck, Street Sweeper, Loader, Bucket Truck

## SCHEDULE B

### EMPLOYEE GROUPINGS EFFECTIVE DATE OF SIGNING

<u>Pay Group</u>	<u>Positions</u>
1	Accounting Clerk I; Clerk Typist II; Co-Op Student; Records Clerk I; Switchboard/Receptionist; Traffic Clerk
2	Bylaw Records Clerk; Building Records Clerk; Correspondence Records Clerk; Property Records Clerk; Public Works Clerk I; Recreation Clerk
3	Clerk Typist III; Presentation Graphics Clerk; Records Clerk II
4	Accounting Clerk II; Licence Coordinator; Secretary - Corporate Services; Secretary - Development; Secretary - Engineering
5	Accounting Clerk III; Court Liaison; Draftsman II; Recreation Clerk II
6	Plan Checker I
7	Accounting Clerk IV
8	Bylaw Enforcement Officer; Bylaw Inspection Officer; GIS Technician; Junior Utilities Technician; Reader; Traffic Technician; Utility Operations Technician
9	Inspection Technician; Traffic Operations Technician
10	Chief Bylaw Enforcement Officer; Environmental Services Technician; GIS Programmer
11	Engineer Inspector; Planning Technician
12	Building Inspector
13	GIS Supervisor; Programmer Analyst; Senior Development Technician; Senior Environmental Services Specialist; Senior Plan Checker; Senior Planning Technician; Senior Roads Technician; Senior Utilities Technician
14	Policy Planner
15	Supervisor - Roads, Transportation, Drainage and Dyking



## SCHEDULE B-1

### INSIDE RATES OF PAY

Pay Group	January 1, 2002 \$.496/hr		January 1, 2003 2.5%		January 1, 2004 2.5%	
	85%	100%	85%	100%	85%	100%
	1	15.339	18.046	15.722	18.497	16.115
2	16.000	18.823	16.400	19.294	16.810	19.776
3	16.955	19.947	17.379	20.446	17.813	20.957
4	17.610	20.718	18.051	21.236	18.502	21.767
5	18.521	21.789	18.984	22.334	19.458	22.892
6	18.985	22.335	19.459	22.893	19.945	23.465
7	19.434	22.864	19.921	23.436	20.120	23.670
8	20.161	23.719	20.665	24.312	21.182	24.920
9	20.785	24.453	21.304	25.064	21.837	25.691
10	21.425	25.206	21.961	25.836	22.510	26.482
11	22.241	26.166	22.797	26.820	23.367	27.491
12	23.293	27.403	23.875	28.088	24.472	28.790
13	24.392	28.696	25.001	29.413	25.626	30.148
14	25.090	29.518	25.718	30.256	26.360	31.012
15	27.389	32.222	28.074	33.028	28.776	33.854

## **SCHEDULE B-2**

### **LIST OF WORK GROUPS**

Accounting  
Building/Technical Services  
Bylaw Enforcement  
Clerks Department  
Collections  
Corporate Services  
Engineering  
Geographic Information Systems  
Municipal Development/Subdivisions/Licensing  
Parks  
Public Works  
Purchasing  
Recreation  
Utilities  
Vehicle Maintenance

**SCHEDULE C-1****PART TIME RECREATION EMPLOYEES**

<b>Position Title</b>	<b>January 1, 2002 \$.496/hr</b>	<b>January 1, 2003 2.5%</b>	<b>January 1, 2004 2.5%</b>
Program Leader	14.068	14.420	14.781
Cashier	12.085	12.387	12.697
Skate Patroller	11.777	12.071	12.373
Caretaker	13.480	13.817	14.162
Parks Attendant	11.930	12.228	12.534

**SCHEDULE C-2****FULL AND PART TIME GUARD CELL AND EXHIBIT EMPLOYEES**

<b>Position Title</b>	<b>January 1, 2002 \$.496/hr</b>		<b>January 1, 2003 2.5%</b>		<b>January 1, 2004 2.5%</b>	
	85%	100%	85%	100%	85%	100%
Prisoner Guard	15.915	18.723	16.312	19.191	16.720	19.761
Exhibits Custodian	16.672	19.614	17.088	20.104	17.516	20.607
Jail Supervisor	17.736	20.866	18.180	21.388	18.635	21.923

**SCHEDULE C-3****PART TIME AND CASUAL FLAGGER EMPLOYEES**

<b>Position Title</b>	<b>January 1, 2002 \$.496/hr</b>	<b>January 1, 2003 2.5%</b>	<b>January 1, 2004 2.5%</b>
Flagger	11.930	12.228	12.534

## **SCHEDULE D**

### **LETTERS OF UNDERSTANDING EFFECTIVE JANUARY 1, 2002**

- 96-001 – Prisoner Guards/Matrons
- 99-004 – RCMP - Records Section Shift Schedule
- 99-006 – Caretakers - Amendment of Letter of Understanding No. 99-004
- 99-007 – RCMP – Switchboard/Receptionist Shift Schedule
- 01-003 – Full Time Prisoner Guard – Banks Statutory Holidays
- 01-004 – Personal Hearing Protection
- 01-005 – Public Works – On-Call Pay
- 01-006 – Part Time and Casual Employee Classification
- 02-001 – Accounting Clerk II – Finance Department (Property Taxation)
- 02-002 – Accounting Clerk II – Finance Department

## **INDEX**

Abolition of Established Positions.....	36
Abuse of Sick Leave .....	31
Accidents	
Investigation of .....	39
Accident Victims	
Transportation of .....	39
Accommodation	
For Meals and Clothing Change .....	41
Accumulation of Sick Leave .....	30
Agreement	
Continuation of .....	43
Exclusivity .....	8
Term of (Duration) .....	43
Allowances	
Clothing .....	41
Concrete Finishing .....	35
Educational .....	35
Meal (Overtime) .....	35
Mileage .....	35
Tools .....	42
Annual Vacations .....	27
Definition .....	28
Entitlement .....	27
Casual .....	27
Co-Op Student .....	28
Full Time .....	28
Part Time .....	27
Time Duration .....	27
Appointment	
Method of Making .....	17
Approved Leave During Vacation Periods .....	29
Arbitration .....	37
Board of .....	14
Reinstatement by Board of Arbitration Order .....	14
Technological Change .....	40
Attachments to Agreement .....	42
Bargaining	
Committee, Function of .....	12
Committee, Meeting of .....	12
Technical Information .....	12
Transfers Outside Bargaining Unit .....	17
Work of the Bargaining Unit .....	8
Benefit Gratuity .....	26
Benefits .....	37
Cost Sharing .....	38
Death .....	38
Dental .....	38
Extended Health .....	37
Health and Welfare .....	37
Legislation .....	38
Life Insurance .....	37
Medical .....	37
Pension .....	37

## **INDEX**

Bereavement Leave .....	32
During Vacation Periods .....	29
Board of Arbitration .....	14
Decision by .....	14
Board of Arbitration Order	
Reinstatement by .....	14
Bulletin Boards .....	41
Bumping .....	18, 20
Calendar Year .....	28
Call Out .....	25
Canadian Union of Public Employees	
Representative of .....	12
Casual Employee .....	10
Change in Regular Schedule of Hours	
Inside Employees .....	22
Outside Employees .....	22
Class Descriptions .....	36
Arbitration .....	37
Establishment of Salaries, Reclassification .....	36
Right to Appeal .....	37
Clothing Allowance .....	41
Committee(s)	
Function of Bargaining Committee .....	12
Labour Management .....	12
Local Bargaining .....	12
Meeting of Bargaining Committee .....	12
Compensation Award	
Supplementation of .....	38
Concrete Finishing .....	35
Consecutive Vacation Periods .....	29
Continuation of Agreement .....	43
Co-Op Student Employee .....	10
Cost Sharing for Employee Benefits .....	38
Court Witness Duty .....	32
Day of Rest	
Overtime Rates on .....	24
When Holiday Falls on .....	26
Death Benefits .....	38
Decision by Board of Arbitration .....	14
Definitions .....	8
Discipline	
Adverse Report .....	14
No Disciplinary Action - Unsafe Conditions .....	15
Disclosure of Information .....	39
Displacement .....	40
Discrimination .....	42
Duration	
of Agreement .....	43

## **INDEX**

Educational Allowance .....	35
Emergencies .....	20
Weather .....	20
Employee .....	8
Benefits .....	37
Casual .....	10
Co-Op student .....	10
Definitions .....	8
Full Time .....	9
Holidays .....	26
New .....	26
Part Time .....	9
Pay During Temporary Transfers – Inside and Outside .....	34
Probationary .....	8
Sick Leave .....	29
Time Duration .....	10
Employee Benefits .....	37
Cost Sharing .....	38
Death .....	38
Dental .....	38
Extended Health .....	37
Health and Welfare .....	37
Legislation .....	38
Life Insurance .....	37
Medical .....	37
Pension .....	37
Employee Status Change	
Notification .....	10
Equal Pay for Equal Work .....	34
Equipment Failure .....	20
Essential Services .....	42
Establishment of Salaries or Rates .....	36
Excluded Positions	
Pay for .....	34
Extension of Times .....	42
Faller's Rate .....	36
Family Illness .....	31
Fire and Theft Insurance .....	42
Full Time Employee	
Annual Vacation Entitlement .....	27
Change in Regular Schedule of Hours – Inside .....	22
Definition .....	9
Normal Regular Hours – Inside .....	22
Normal Regular Hours – Outside .....	21
Sick Leave Entitlement .....	29

## **INDEX**

General Conditions .....	41
Grievance	
Policy .....	13
Procedure .....	13
Steps .....	13
Guarantee of Holidays .....	26
Harassment .....	42
Health and Welfare Benefits .....	37
Holiday Falls on Day of Rest .....	27
Holiday Pay – Full Time Employees .....	27
Holiday Pay – Part Time, Casual, Time Duration and Co-Op Student Employees .....	27
Holidays	
Guarantee of .....	26
On Day Off .....	27
Paid .....	26
Statutory .....	26
Hours of Work .....	21
Human Rights Code .....	42
Discrimination .....	42
Sexual Harassment .....	42
Information	
Disclosure of .....	39
Injured Employees	
Pay for .....	39
Inside Employees	
Change in Regular Schedule of Hours .....	22
Normal Regular Hours - Full Time .....	21
Pay During Temporary Transfers – Inside and Outside .....	34
Voluntary Overtime .....	22
Insurance	
Fire and Theft .....	42
Indemnity .....	42
Investigation of Accidents .....	39
Job Classification and Reclassification .....	36
Job Postings .....	17
Method of Making Appointment .....	17
Trial Period .....	18
Jury or Court Witness Duty .....	32
Labour Management Committee .....	12
Function of Bargaining Committee .....	12
Local Bargaining Committee .....	12
Representation .....	12



# **INDEX**

Layoff	
Due to Technological Change .....	40
Notice of .....	20
Procedures .....	20
Recalls .....	20
Severance Pay .....	20
Leadhand .....	35
Leave	
Absence .....	31
Bereavement .....	32
During Vacation Periods .....	29
For Full Time Union Duties .....	32
For Public Duties .....	33
For Union Business .....	31
For Union Duties .....	31
General .....	32
Jury or Court Witness Duty .....	32
Maternity .....	32
Mourner's .....	32
Parental .....	33
Paternity .....	34
Letters of Understanding (see Schedule D) .....	51
Maintenance of Membership .....	11
Management Rights .....	7
Maternity Leave .....	32
Meal Allowance .....	35
Mechanic Tool Rate .....	36
Medical Certificate .....	30
Method of Making Appointment .....	17
Mileage Allowance .....	35
Mourner's Leave .....	32
Negotiations .....	8
Notice of	
Abolition of Established Positions .....	36
Employee Status Change .....	10
Layoff .....	20
New positions .....	36
Shift Change .....	23
Overtime	
Allocation .....	25
Authorized .....	24
Meal Allowance .....	35
Rates on Regular Workday .....	24
Rates on Day of Rest or Statutory Holiday .....	24
Voluntary – Inside Employees .....	22

## **INDEX**

Part Time Employee .....	9
Parental Leave .....	33
Paternity Leave .....	34
Pay	
Days .....	34
During Temporary Transfers - Inside Employees .....	34
During Temporary Transfers - Outside Employees .....	34
For Excluded Positions .....	34
For Injured Employees .....	39
For Shift Work .....	23
Standby .....	25
Temporary Transfers .....	34
Payment of Wages and Allowances .....	34
Pension .....	37
Picket Lines	
Legal .....	15
Loss of Wages .....	15
Positions	
Abolition of Established Positions .....	36
Notice of New Positions .....	36
Time Duration – Employees Accepting .....	18
Postings	
Job .....	17
Method of Making Appointment .....	17
Trial Period .....	18
Pro-Rating Vacation Time for Interrupted Service .....	29
Probationary Employee .....	8
Professional Fees and Licences (dues) .....	35
Promotions .....	17
Rate(s)	
Changes .....	36
Establishment of .....	36
of Leadhand .....	35
Recall .....	20
Procedures .....	20
Refuse Recall to a Part Time Position .....	20
Reinstatement by Board of Arbitration Order .....	14
Reporting/No Work .....	25
Rest Period .....	25
Retirement .....	18
Gratuity .....	18
Safety	
and Health .....	39
Committee Meetings .....	39
Cooperation on .....	39
Measures .....	39
Salaries	
Changes .....	36
Establishment of .....	36
Processing Request for Changes .....	36

## **INDEX**

Seniority	
Seniority Defined .....	15
Seniority List .....	16
Loss of .....	16
Services	
Essential .....	42
Severance Pay .....	20
Sexual Harassment .....	42
Shifts/Shift Work	
Notice of Change .....	23
Pay for .....	24
Temporary .....	23
Work .....	23
Sick Leave	
Abuse of .....	31
Accumulation of .....	30
Annual Statement .....	30
During Vacation Periods .....	29
Entitlement .....	29
Extension of .....	30
Family Illness .....	31
Gratuity .....	30
Medical Certificate .....	30
Provisions .....	29
Responsibility to Report .....	30
Staff Changes .....	17
Standby Pay .....	25
Statutory Holiday	
During Vacation Period .....	29
List .....	26
Overtime Rates on .....	24
Supplementation of Compensation Award .....	38
Suspension by Union .....	11
Technological Change	
Arbitration Board decisions .....	40
Displacement .....	40
General Provisions .....	40
Layoff due to .....	40
Significant .....	40
Temporary Shifts .....	23
Temporary Transfers .....	18
Pay during .....	34
Pay for Excluded Positions .....	34
Term of Agreement .....	43
Time Duration Employee .....	10
Time Duration Position .....	18
Transfers	
Outside Bargaining Unit .....	17
Temporary - Pay During .....	34
Transportation of Accident Victims .....	39
Trial Period .....	18

## **INDEX**

Uniform and Clothing Allowances .....	42
Union	
Business - Leave for .....	32
Dues/Deductions .....	11
Check Off and Remittance .....	11
Fees .....	11
Leave for Full Time Union Duties .....	32
Leave for Union Duties .....	31
Maintenance of Membership .....	11
Representative .....	11
Suspension by .....	11
Unsafe Conditions .....	15
Vacation	
Annual .....	27
Approved Leave During .....	29
Consecutive .....	29
Definition – Calendar Year .....	28
Eighth Year of Service – Entitlement .....	28
Entitlement .....	27
Fifteenth Year of Service – Entitlement .....	28
First Year of Service – Entitlement .....	28
Full Time Employees – Entitlement .....	28
Less Than One Year of Service – Entitlement .....	28
Part Time Employees – Entitlement .....	27
Pro-Rating for Interrupted Service .....	29
Scheduling of .....	29
Second Year of Service – Entitlement .....	28
Statutory Holidays During .....	29
Time – Pro-Rating for Interrupted Service .....	29
Twenty-Fourth Year of Service – Entitlement .....	28
Weather	
Emergencies .....	20
Work of the Bargaining Unit .....	8
Workers' Compensation Board	
Meetings of Safety Committee .....	39
Supplementation of Compensation Award .....	38
Union-Employer Accident Prevention .....	39