

**COLLECTIVE AGREEMENT**

**between**

**THE CITY OF LANGLEY**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2058**

**JANUARY 1, 2000**

**to**

**DECEMBER 31, 2002**

**CITY OF LANGLEY**

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THIS AGREEMENT ENTERED THIS NINETEENTH DAY OF DECEMBER 2000

**BETWEEN:**            **CITY OF LANGLEY**  
(hereinafter called the "City")

OF THE FIRST PART:

**AND:**                **CANADIAN UNION OF PUBLIC EMPLOYEES, CITY OF  
LANGLEY CIVIC EMPLOYEES LOCAL 2058**  
Chartered by the Canadian Union of Public Employees and affiliated with  
the Canadian Labour Congress  
(hereinafter called the "Union")

OF THE SECOND PART:

**PREAMBLE:** The purpose of this Agreement is to secure for the City, the Union and the employees of the City, the full benefit of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, the protection of property. It is recognized by this Agreement to be the duty of the City and the Union and the employees to co-operate fully, individually and collectively, for the advancement of the said conditions.

The City and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The City agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

**TERM:**            The term of this agreement shall be for three (3) years from January 1, 2000 to December 31, 2002 both dates inclusive, and thereafter from year to year unless written notice of intent to terminate or amend the agreement at the expiration of any yearly period is given by either party to the other party during the period beginning on the first day of September of any year commencing with the year 2002.

Within five (5) days after receipt of any notice given pursuant to this section by either party, the parties to this agreement shall commence negotiations. During the period of negotiations this agreement shall continue in full force and effect. By agreement of the parties hereto, the provisions of Sub-Sections (2) and (3) of Section 50 of the Labour Relations Code are hereby specifically excluded.

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**ARTICLE 1 - BARGAINING AGENCY**

**Section 1.01 - Exempt Positions**

The City recognizes the Union as the sole collective bargaining agency of the Employees of the City except the classifications of:

Budget Analyst/I.T. Support Manager  
Chief Building Inspector  
City Clerk  
City Manager  
Contractors  
Deputy Director of Finance  
Director of Development Services  
Director of Engineering  
Director of Finance and Corporate Services  
Director of Parks and Recreation  
General Foreman  
Manager of Engineering Services  
Manager of Operations  
Manager of Parks  
Manager of Recreation  
Part time park attendants

Any employees who are not employees within the meaning of the Labour Relations Code.

**Section 1.02 - Soliciting of City Council**

The Union agrees that there shall be no soliciting by any of its individual members to the City Council or individual members of Council with respect to rates of pay, working conditions or any other matter covered by this Agreement during the term of said Agreement and that the same conditions will be respected by the City Council.

**Section 1.03 - Recognition of Authority**

The City agrees that the bargaining authority of the Union shall not be impaired during the term of this Collective Agreement. The City agrees that the only certification that it will recognize during the term of this Agreement is that of the Union, unless ordered by due process of law to recognize some other bargaining authority.

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

**Section 1.04 - Definitions**

Regular Full-Time Employee - is an employee who is employed in an established position on a full-time basis of 35, 40 or such other number of weekly hours as is recognized in the Collective Agreement as normal for a particular class of positions, for an indefinite period of time.

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

Temporary Full-Time Employee - is an employee who is employed on a full-time basis as set forth above, for a definite and limited period of time which may be extended or cut short by circumstances which could not be foreseen at the time of hiring, but shall not exceed twelve (12) calendar months without the agreement of the Union.

Casual Employee - is any other employee.

Employee - Shall mean a person who is an "employee" as defined in the Labour Relations Code.

Probationary Employee - Shall be defined as a person serving the designated trial period to determine suitability for the position as set forth in Article 10, Section 10.01 and Section 10.02.

Disabled Employee - Shall be defined as a person who is in receipt of long term disability benefits provided by the policy in this collective agreement and who shall not accrue sick leave, annual vacations or statutory holidays or be eligible for sick leave gratuity, after four weeks on a long term disability claim. The City will pay 100% of the premiums for medical, AD & D, EHB, life insurance, and dental coverage for employees in receipt of a long term disability claim for a maximum of two years.

Seniority - Seniority is defined as the length of continuous service in the bargaining unit, and/or with the City, as a Regular Full-Time, Temporary Full-Time or Regular Part-Time Employee.

Truck Driver I - Shall be defined as the operator of Unit 142.

Truck Driver II - Shall be defined as the operator of a truck with tandem wheels and having air brakes or any truck with a hoist only while operating the hoist.

Incentive Programs - It is mutually agreed between the parties to this Agreement that employees hired under the provisions of a federally or provincially funded Incentive Program shall be regarded as temporary workers only and the seniority provisions contained in this Article will not

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apply to them. However, it is also agreed that employees hired under the provisions of the above program, if transferred to the regular staff, or retained at the completion of the said program to work on the regular shift, shall have seniority rights recognized as retroactive to the date of their employment.

## **ARTICLE 2 - EMPLOYER'S RIGHTS**

### **Section 2.01 - Management Rights**

The Management and the operation of and the direction of the working force is vested exclusively in the City, provided, however, that this will not be used for the purpose of discrimination against employees, and provided that it is not against or contrary to the articles of this Agreement.

### **Section 2.02 - Promotion, Discipline & Discharge**

The City shall have the right to select and promote its employees and to discipline or discharge them for proper cause, provided the employees shall retain the right of appeal under the Grievance procedure contained in this Agreement.

## **ARTICLE 3 - UNION SECURITY**

### **Section 3.01 - Union Membership**

The City agrees that all present employees covered by this Agreement shall remain members of the Union as a condition of employment and all future employees of the City, except those covered by the classifications set out in Article 1, Section 1.01, of this Agreement, shall immediately upon employment become and remain members of the Union as a condition of employment, provided that no employee shall be deprived of employment due to loss of Union membership unless the reason for loss of Union membership is the failure to pay Union dues and assessments that all other members are required to pay as per Section 3.04.

### **Section 3.02 - Union Notification of Staff Changes**

The City agrees to notify the Union, in writing, when an employee covered by this Agreement is hired, promoted, demoted, transferred, laid off, recalled, resigns, is suspended or is terminated.

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**Section 3.03 - Non-Maintenance of Union Membership**

In the event of the Union intending to suspend a member for non-maintenance of membership, or for any other reason, the City shall be notified by the Union in writing at least seven (7) days before such suspension.

**Section 3.04 - Check-Off of Union Dues**

The City agrees to check off all Union dues and assessments levied in accordance with the Constitution and/or Bylaws of the Union. The Union agrees to advise the City of the amounts of such Union dues, fees and/or assessments as may be determined from time to time by the said Union. The City, upon receipt of such evidence from the Union shall thereupon deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made, by the 15th working day of the following month.

**ARTICLE 4 - ADJUSTMENT OF GRIEVANCES**

Effective 2000 December 18:

**Section 4.01 - Grievance Procedure**

In the event that any difference arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable; such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

(a) First Step

Such difference or alleged grievance shall first be reduced to writing and submitted to the employee's immediate non-bargaining unit supervisor within seven (7) calendar days of such difference or grievance arising. The employee and a representative of the Union shall meet with the employee's immediate non-bargaining unit supervisor within seven (7) calendar days following the written submission. The supervisor shall respond within seven (7) calendar days of the meeting.

A grievance dealing with dismissal or termination shall start at the City Manager step in the grievance procedure.

(b) Second Step

If the difference or alleged grievance is not settled, the Union may refer the matter to the City Manager within seven (7) calendar days following the supervisor's response at the first step.

The City Manager shall meet with the Union within seven (7) calendar days of the referral to the second step and shall respond to the Union within ten (10) calendar days of the meeting.

(c) Third Step

Should the two parties be unable to resolve the difference or alleged grievance, the matter or matters may be submitted to a Board of Arbitration pursuant to Section 4.02 within ten (10) calendar days of the City Manager's response in the second step.

**Section 4.02 - Arbitration**

- (a) The parties shall use a single Arbitrator, unless either party wants a three (3) member Arbitration Board which shall consist of one (1) member appointed by each party and a Chairperson mutually appointed by the City and the Union. The City and the Union shall mutually agree on the Arbitrator or the Chairperson within fourteen (14) calendar days of the referral.
- (b) Where the parties are unable to agree on a single Arbitrator or a Chairperson within fourteen (14) calendar days of the referral, either party may apply to the Director, Collective Agreement Arbitration Bureau within the following ninety (90) calendar days to make the appointment.
- (c) 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 City to reinstate the employee and pay to the employee a sum equal to his/her wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable or make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement, between the parties.
- (d) The decision of the Arbitrator or Arbitration Board shall be final and binding on both parties. Each party shall pay half the expense of the Arbitrator or Chairperson and the expenses of their representative.

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**Section 4.03 - Policy Grievances**

- (a) When a dispute arises between the parties, including any difference concerning the interpretation, application, operation or alleged violation of this Collective Agreement which does not specifically involve an employee, the matter may be submitted in writing by the Union to the City Manager or, alternatively, by the City to the Union.
- (b) The City Manager and the Union will make every reasonable effort to meet and discuss the grievance within fourteen (14) calendar days of the notification of the grievance.
- (c) The responding party will respond to the grievance within fourteen (14) calendar days of the meeting.
- (d) If the grievance is not resolved through the above process, the grieving party may refer the grievance to Arbitration as provided for in Section 4.02 within fourteen (14) calendar days of the response in Section 4.03(c) above.

**Section 4.04 - Time Limits**

The time limits stipulated in this Article 4 may be extended by mutual agreement between the parties.

**Section 4.05 - City-initiated Grievances**

City-initiated grievances shall have the same time limits and procedures as Union-initiated grievances.

**ARTICLE 5 - VACATIONS & GENERAL HOLIDAYS**

**Section 5.01 - Statutory Holidays**

- (a) All Regular Full-Time Employees of the City shall be granted payment for all Statutory Holidays and for any day which the Council of the City may declare a public holiday. See Section 6.07 for benefits applicable to Regular Part-Time and Casual Employees and Section 6.08 for benefits applicable to Temporary Full-Time Employees.
- (b) For the purpose of this section, all new Regular Full-Time Employees hired by the City shall have worked for the City at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to the Statutory Holiday.
- (c) In the interpretation of this clause the following are the Statutory Holidays which shall apply, namely:

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Christmas Day and the day immediately following  
New Year's Day  
Good Friday  
Easter Monday  
Dominion Day  
Victoria Day  
B.C. Day  
Labour Day  
Thanksgiving Day  
Remembrance Day

The birthday or the day fixed by Proclamation of the Governor in Council for the celebration of the birthday of the reigning sovereign, and any day appointed by Proclamation of the Governor in Council as a holiday of general application throughout Canada and any day appointed by Proclamation or Order of the Lt. Governor in Council as a holiday.

- (d) If a statutory or public holiday falls on a non-working day, the City may declare that the working day immediately preceding the holiday or the working day immediately following the holiday be observed in lieu of the said holiday.

### **Section 5.02 - Extra Day In Lieu of Statutory Holiday**

Where Statutory Holidays or public holidays declared by Council of the City occur while an employee is on Annual Holidays or Saturday or Sunday, extra days in lieu of such holidays shall be granted.

### **Section 5.03 - Annual Vacations**

Paid annual vacation for all Regular Full-Time Employees covered by this Agreement shall be allowed as follows (see Section 6.07 for benefits applicable to Regular Part-Time and Casual Employees and Section 6.08 for benefits applicable to Temporary Full-Time Employees):

- (a) Employees leaving the service in less than twelve (12) months from the date of their employment shall receive four percent (4%) of their total earnings to date of their termination as provided by the Employment Standards Act.
- (b) In the first (1st) part calendar year of service, vacation pay will be granted on the basis of one-twelfth ( $1/12$ ) of ten (10) working days for each month or portion of a month greater than one-half ( $1/2$ ) worked by December 31st, or four percent (4%) of the employee's total earnings, whichever is greater. Payment of vacation pay will be made by January 31st in the following year. For the purpose of calculation of vacation entitlement, the first (1st) part calendar year of service shall be considered as the first (1st) year of service, except as provided in Clause (a) above.

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- (c) During the second (2nd) and each subsequent calendar year of service, fifteen (15) working days, or six percent (6%) of the employee's total earnings for the year, whichever is greater.
  - (d) During the eighth (8th) and each subsequent calendar year of service, twenty (20) working days or eight percent (8%), of the employee's total earnings for the year, whichever is greater.
  - (e) During the fourteenth (14th) and each subsequent calendar year of service, twenty five (25) working days, or ten percent (10%) of the employee's total earnings for the year, whichever is greater.
  - (f) During the twentieth (20th) and each subsequent calendar year of service, thirty (30) working days or twelve percent (12%) of the employee's total earnings for the year, whichever is greater.
  - (g) Employees who leave the service shall receive either four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) or 12% of their earnings for the period January 1st to their date of termination for the year in which they leave the service, the percentage received being dependent upon the employee being entitled to ten (10), fifteen (15), twenty (20), twenty-five (25), or thirty (30) working days vacation.
  - (h) Calendar year for the purpose of this Agreement shall mean the twelve (12) month period January first (1st) to December thirty-first (31st) inclusive.
  - (i) 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.
  - (j) Vacations for employees shall be taken at such times when quantity and regularity of the work of the City shall be least impaired, and is mutually agreed upon by the employee and the Supervisor.

## **ARTICLE 6 - EMPLOYEES' BENEFITS**

### **Section 6.01 - Group Life Insurance/Long Term Disability Insurance**

- (a) All Regular Full-Time Employees, engaged after the effective date of the plan, shall participate in a Group Life Insurance plan which shall include accidental death and dismemberment coverage, immediately upon completion of one (1) month employment from the date of hire and shall continue to participate in such plan as a condition of employment.

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- (b) The premiums payable shall be shared seventy five percent (75%) by the City and twenty five percent (25%) by the participating employees through payroll deductions.
  - (c) The Group Life Insurance Plan shall be in the amount of two times the annual wages to a minimum of Twenty-Four Thousand Dollars (\$24,000) and a maximum of One Hundred Thousand (\$100,000) Dollars for the accidental death and dismemberment coverage for each employee.

(d) Long Term Disability Plan

Regular Full-Time Employees, engaged after the effective date of the plan, shall participate in the Long Term Disability Plan immediately upon completion of one (1) month employment from the date of hire and shall continue to participate in such plan as a condition of employment.

The premiums payable shall be paid one hundred percent (100%) by the participating employees.

**Section 6.02 - Medical Plan and Extended Health Benefits**

- (a) All Regular Full-Time Employees shall, effective the first day of the month following completion of one (1) month of employment from the date of hire, enroll in the Medical Plan (except those with spousal plans), subject to the rules of the Plan. The City will pay seventy five percent (75%) of the costs and the deductions for employees shall be made through payroll deductions.
- (b) All Regular Full-Time Employees shall, effective the first day of the month following completion of one (1) month of employment from the date of hire, enroll in the Extended benefits Plan (except those with spousal plans), subject to the rules of the Plan. The City will pay 100% of the premium provided that the UIC reduced premium rate is applicable. If not applicable, the City will pay 75% of the premium. The EHB package also includes coverage for expenses incurred relative to the purchase of vision care (\$250 per person in a two (2) calendar year period), hearing aids (\$600 per person in a five (5) calendar year period), orthopedic shoes, diabetic equipment and supplies, and ostomy. The EHB lifetime maximum is to be \$1,000,000 per person.
- (c) See Section 6.07 for benefits applicable to Regular Part-Time and Casual Employees and Section 6.08 for benefits applicable to Temporary Full-Time Employees.

**Section 6.03 - Dental Plan**

- (a) All Regular Full-Time Employees shall effective the first day of the month following completion of three (3) months of continuous employment from the date of hire,

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participate in a dental plan (except those with spousal plans) based on the agreement between the carrier and the City and on the following general principles:

- (1) Basic dental services (Part A) pays for:

One Hundred Percent (100%) of approved current Dental College Fee Schedules.

- (2) Prosthetics, crowns and bridges (Part B) plan pays for:

Ninety Percent (90%) of approved Dental College Fee Schedules.

- (3) Orthodontics (Part C) pays for:

Ninety percent (90%) of lifetime limit per covered person of \$2,500.00 (\$3,000.00 effective 2000 December 18).

- (4) The City will pay seventy five percent (75%) of the costs of the dental plan for employees and the deductions for employees shall be made through payroll deductions.

- (5) For employees hired after 1995 December 18, the coverage shall be Plan A - 80%, Plan B - 90% and Plan C - 90%.

- (b) See Section 6.07 for benefits applicable to Regular Part-Time and Casual Employees and Section 6.08 for benefits applicable to Temporary Full-Time Employees.

#### **Section 6.04 - Payment of Group Benefit Premiums**

- (a) **Leave of Absence** - the City will continue employees on the group benefit plans to which the employee subscribes at such time which leave of absence is granted. Such coverage will be at the full cost to the employee.
- (b) **Extended Sick Leave** - where employees have used all available sick leave credit and holiday pay, the City will continue to carry such employees on their existing group benefit plans for a six (6) month period only. The employees will be required to pay their portion of the benefits during the six (6) month period by the tenth (10th) day of each month. Should an employee not pay his/her share by the tenth (10th) of the current month, the coverage will be terminated. This clause only applies to medical, dental and group life insurance.
- (c) **Workers' Compensation Board** - while an employee is in receipt of Workers' Compensation payments or an arrangement under Section 6.05(d) hereof, the City shall continue payment of its share of the employee's group benefit premiums.

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- (d) **Layoff** - where an employee has been laid off by the City, the City will, if the employee so wishes, pay the City's share of the group benefit premiums for the month during which the lay-off occurred and the next month, providing the employee pays his/her share of the premiums to the City at the time of lay-off. Following that, the City will continue to administer the benefit plans for such laid off employees for as long as the employee enjoys seniority providing the entire cost of such benefits are paid each month in advance to the City.
- (e) An employee, currently on lay-off and enjoying seniority, and returning to work, is eligible immediately to resume the benefits he/she enjoyed prior to the lay-off.

**Section 6.05 - Sick Leave**

- (a) All Regular Full-Time Employees shall be granted eighteen (18) days sick leave with pay for each year of continuous service on the basis of one and one-half (1½) days per month on completion of the employee's three (3) month probationary period, retroactive to the employee's first completed calendar month of service. All unused sick leave to accumulate to a maximum of one hundred twenty (120) days.

See Section 6.07 for benefits applicable to Regular Part-Time and Casual Employees and Section 6.08 for benefits applicable to Temporary Full-Time Employees.

- (b) An employee who uses no sick leave and has no WCB absences during any one or more of the following periods:

January 1st to February 28th or 29th;  
March 1st to April 30th;  
May 1st to July 31st;  
August 1st to October 31st;  
November 1st to December 31st,

shall receive one (1) day's pay at the employee's regular rate of pay at the end of each period or as soon thereafter as possible. Any payout of the sick time under this section will be deducted from the employee's accumulated sick leave total.

If the employee chooses to receive the payout as paid time off work, the time off shall be at a mutually agreeable time.

- (c) Employees may be required to complete a statutory declaration certifying as to illness or attested by a Notary Public or a doctor's certificate to obtain sick pay.
- (d) When a Regular Full-Time Employee's claim for Workers Compensation Board (WCB) temporary disability benefits is accepted by the WCB, the employee shall assign all

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monies received from the WCB to the City and the City shall pay to the employee, the employee's approximate net pay.

In the event the WCB rejects a claim, or during a period of WCB delay prior to accepting one, the City will pay to the employee, approximate net pay, for as long a period as the employee has sick leave, vacation, and banked time entitlement. Where the WCB subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of claim.

- (e) It is agreed that both parties shall appoint a Committee to review sick leave alternatives with a view to improving benefits and controlling abuse of sick leave benefits. The Joint Committee will meet at such time or times as is necessary to finalize a report within nine months from the effective date of this agreement.
- (f) Employees leaving work to attend a doctor or dentist appointment may charge the time away from work to their unused sick leave.
- (g) Time off for medical and dental appointments or sickness may be taken up to seven hours per fifth of a year as set out in Clause (b) above without losing the whole sick day payout. In other words, if, during a fifth of a year, an employee only had a two hour dental appointment charged against his/her sick time, he/she would be paid five hours from his/her sick time.
- (h) If an employee has exhausted their sick leave credits, the employee may, at the discretion of the City Manager, be allowed an extension of the sick leave. Upon return to work, arrangements shall be made to repay the extension in full.
- (i) Effective 2001 January 01, the following shall apply to an employee who has reached the maximum sick leave accumulation of one hundred twenty (120) days and subsequently uses sick leave:

The sick leave used shall first be deducted from the sick leave credits that the employee would have earned if the employee had not previously reached the one hundred twenty (120) day maximum, calculated retroactive to January 01 of the current year only. Such calculation shall take into consideration any payout the employee received under paragraph (b). Thereafter any sick leave used shall be deducted from the employee's sick leave bank. Nothing in this provision shall alter the maximum sick leave accumulation of one hundred twenty (120 ) days.

- (j) Sick Leave Reimbursement

Effective 2000 December 18:

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An employee who has received sick leave benefits for injuries caused by a third party shall be obliged, in the event such employee undertakes an action for recovery of damages against the third party, to seek recovery of the total cost of wages and benefits paid to the employee while on sick leave. The employee shall be obliged to reimburse the Employer to the extent the employee succeeded in recovering such wages and benefits. This provision includes claims made to ICBC.

In making a claim to the Court, the employee or his representative shall request the presiding judge, or judge and jury, to specify the amount of any award which is attributable to the recovery of the cost of wages, benefits and interest. In the case of an out-of-court settlement, a separate amount attributable to the recovery of the cost of wages, benefits and interest will also be specified.

#### **Section 6.06 - Jury or Court Witness Duty Leave**

- (a) Regular Full-Time Employees who are called to serve as jurors or are subpoenaed as witnesses in criminal or civil courts, shall be granted leave of absence for such purposes without loss of any privileges. Normal pay will continue to be issued on the usual pay dates. At the conclusion of his/her duty, the employee shall obtain a certificate from the Court showing the period of his/her jury or witness service and the amount of compensation received, and shall deposit this certificate together with the full amount of the compensation but not including travelling allowances with the City. Employees shall make every reasonable effort to request leave prior to such leave occurring.
- (b) In the event that the provisions of this section indicate abuses, the matter shall be dealt with as per Article 7, Section 7.05, Clause (a) of this Agreement.
- (c) See Section 6.07 for benefits applicable to Regular Part-Time and Casual Employees and Section 6.08 for benefits applicable to Temporary Full-Time Employees.

#### **Section 6.07 - Regular Part-Time and Casual Employees Benefits**

(a) Percentage in Lieu of Benefits

Regular Part-Time and Casual Employees shall be paid an amount equal to 12% of their regular earnings which shall be considered to be in lieu of all employee benefits including those providing for time off with pay. Upon the completion of the equivalent of six (6) months service the percentage shall increase to 16% for Regular Part-Time Employees.

A Regular Part-Time Employee who is enrolled in the Superannuation Plan shall have their percentage in lieu of benefits reduced by six percent (6%) points (e.g. from 16% to 10%) in recognition of the City's contribution to the Superannuation Plan.

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Regular Part-Time and Casual Employees shall be paid the applicable premiums for working on a Statutory Holiday. However, as they receive a percentage in lieu of benefits, an employee who does not work on a Statutory Holiday will not receive any pay or compensating time off in lieu of the holiday.

(b) Regular Part-Time Employees Option

A Regular Part-Time Employee who is scheduled to regularly work twenty (20) hours or more per week shall, on commencing employment have a one-time option to participate in benefits or receive the percentage in lieu provided in paragraph (a) above.

A Regular Part-Time Employee who elects to participate in benefits shall be eligible for the same benefits applicable to Regular Full-Time Employees provided that all time off with pay provisions are prorated calculated on the same proportionate basis as the Regular Part-Time Employee's regular weekly schedule of hours bears to the full-time hours for that class of positions, including a proration of the maximum sick leave accumulation.

(c) Regular Part-Time and Casual Employee shall not be paid the percentage in lieu of regular earnings when on any unpaid leave of absence, except for Union leave where the Union has agreed to reimburse the City.

**Section 6.08 - Temporary Full-Time Employees Benefits**

Temporary Full-Time Employees are not entitled to any benefits other than those to which an employee becomes entitled by reason of statute. Effective on the first day of the month following completion of six (6) months of continuous service from the date of hire, a Temporary Full-Time Employee shall be entitled to all benefits, except coverage under the Pension (Municipal) Act, that are applicable to Regular Full-Time Employees, with sick leave and annual vacation calculated retroactive to the date of hire. Upon the completion of twelve (12) months of accumulated service within an eighteen (18) consecutive month period, a Temporary Full-Time Employee shall be entitled to coverage under the Pension (Municipal) Act.

When a previous Temporary Full-Time Employee is re-employed within six (6) months as a Temporary Full-Time Employee, the employee shall not have to re-serve the qualifying periods for any of the Medical, Extended Health, Dental, or Group Life Insurance benefits for which the employee had previously qualified. The employee shall be reinstated on the applicable benefits the first of the month following the date of rehire. Any benefits that the Temporary Full-Time Employee had not previously completed the qualifying period for shall be re-served in full.

**Section 6.09 - Same Sex Benefit Coverage**

An employee who co-habits with a person of the same sex, and who promotes such a person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be

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eligible to have the person covered as a spouse for purposes of medical, extended health, and dental benefits.

## **ARTICLE 7 - WORKING CONDITIONS**

### **Section 7.01 - Rest Periods**

All employees of the City shall be granted a ten (10) minute rest period in the first half and second half of each working shift.

### **Section 7.02 - Employee Responsibility**

It shall be the responsibility of each and every employee to take all reasonable precautions to preserve all records, machines and equipment under his/her care.

### **Section 7.03 - Picket Line Protection**

No employee covered by this Agreement, except in emergency conditions, will be required to enter any building, property or business where a picket line is in evidence, where such picket line is established under the Statutes of British Columbia or the Statutes of the Federal Government of Canada. Failure to cross such a picket line by the members of the Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

### **Section 7.04 - Absence Without Leave**

Disciplinary action may be taken by the City against any employee who is absent without leave for a period of more than three (3) consecutive working days.

An employee who is absent without leave for a period of more than ten (10) working days, shall be dismissed and his/her employment with the City terminated. The grievance procedure under Section 4.01 hereof applies.

### **Section 7.05 - Changes in Working Conditions**

- (a) In the event of discussions being considered necessary by either party during the term of this Agreement related to new classifications, rates of pay, hours of work, or matters arising under Section 7.11 of this Article, or matters relating to Article 6, Section 6.05 or other working conditions not provided for in this Agreement it is agreed that either party shall meet the other party in order to carry out such discussions as soon as possible, and in any event, not later than fifteen (15) days from the date of the written request by one party to an officer of the other party.

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- (b) For the purpose of this Section it is mutually agreed between the parties hereto that the representatives appointed by each side shall not exceed five (5) members per side present at any meeting, of which not more than three (3) shall be City employees.
  - (c) Any negotiations for the renewal or revision of this Agreement coming within the scope of collective bargaining shall be conducted by representatives appointed by each side who shall not exceed five (5) representatives per side, of which not more than three (3) shall be City employees.
  - (d) The Union agrees that none of its members shall transact any of its business or any Union business during working hours, except the Union President and Secretary or their appointed representatives who may, from time to time, meet with the City Manager or other officials of the City to transact business relating to personnel and the Collective Agreement, and with the exception of sub-section (a), (b) and (c) above. For the purpose of this Section, the City agrees that any officers or members of the Union who may be requested to be in attendance at any such meeting shall do so without loss of wages or other benefits.

(e) **Leave of Absence for Union Functions**

It is understood that official representatives of the Union be granted leave of absence, without pay, to attend Union conventions or perform any other functions on behalf of the Union and its affiliates, provided not more than two (2) Union representatives shall be away at any one time. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement. Any such leave of absence shall not exceed one (1) calendar month's time.

**Section 7.06 - Payment of Pay Grade Increments**

In all cases where an employee has been promoted or reclassified as to employment, payments of pay grade increments shall be made from the anniversary date of such promotion or reclassification, and not from the anniversary date of his/her employment by the City.

**Section 7.07 - Special Service Pay**

The Union wishes to place on record that in the event of an employee's supervisor desiring to recommend an employee for an increase to cover any special service, such increase will not be objected to by the Union and such action has its approval.

**Section 7.08 - General Leave of Absence**

- (a) Employees desiring leave of absence with or without pay for any reasons, shall submit an application in writing where practicable for such leave to the City Manager. The City Manager shall make the decision, based on the circumstances and merits of each

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application. Such leave of absence request shall not be unreasonably refused by the City Manager.

(b) **Leave of Absence for Public Duties**

- (i) The employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the employer shall allow leave of absence without loss of benefits provided the employee pays full cost of benefits so that the employee may be a candidate in federal, provincial, or municipal elections.
- (ii) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her term of office.

**Section 7.09 - Maternity and Parental Leave**

- (a) An employee shall be entitled to Maternity and Parental leave in accordance with the provision of Part 6 of the Employment Standards Act.
- (b) **Supplementary Employment Insurance Benefits**

Effective 2002 January 01:

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
  - (a) for the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
  - (b) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work

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due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.

- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

#### **Section 7.10 - Bereavement Leave**

- (a) Leave of absence, not exceeding three (3) working days, without loss of pay, shall be granted to Regular Full-Time Employees attending the funeral of an employee's spouse (including common-law spouse and same-sex partner), child (including foster and adopted child), father, mother, sister, brother, grandparent or grandchild.
- (b) Leave of absence, not exceeding one (1) day, without loss of pay, shall be granted to Regular Full-Time Employees attending the funeral of his/her father-in-law, mother-in-law, brother-in-law, or sister-in-law.
- (c) For purposes of Bereavement Leave, employees in same-sex relationships as defined under Section 6.09 shall be entitled to the provisions of this Section.
- (d) See Section 6.07 for benefits applicable to Regular Part-Time and Casual Employees and Section 6.08 for benefits applicable to Temporary Full-Time Employees.

#### **Section 7.11 - Job Descriptions**

- (a) The City or its agents agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job description unless the Union presents written objection within thirty (30) days. If the parties are unable to agree on the job description, such dispute shall be submitted to grievance and arbitration.

Classifications and job descriptions so established shall not be eliminated without prior notification to the Union. The Union reserves the right to grieve any such change.

(b) **Changes in Classification**

When the duties in any classification are changed or increased by the City, or where the Union and/or an employee feels he/she is unfairly or incorrectly classified, or when any position not covered by the wage schedules attached hereto is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the City and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall be retroactive to the date the application for reclassification was submitted by the employee or the Union to the City.

**Section 7.12 - Car and Mileage Allowance**

Effective 2000 December 18, car and mileage allowance shall be paid to employees when using their vehicles on City business in accordance with the current City policy. If the policy is eliminated, employees shall be covered by the provisions in section 7.12 of the 1997-1999 Collective Agreement.

**Section 7.13 - Education Allowance**

(a) The employer shall pay eighty-five percent (85%) of the full cost of any course of instruction for an employee to better qualify him/herself to perform his/her job. For reimbursement to be made, the course of instruction must be approved by the City Manager and will only be paid upon successful completion of such course. The City will pay eighty-five percent (85%) of the cost of first aid courses for up to a maximum of two employees per year.

(b) **Professional Fees & Licenses**

It is agreed that the City shall reimburse professional fees for any employee who is required to be a member of a professional association and licence for any employee who is required to be licensed (licenses other than motor vehicle operators) and such fee or licence to be subject to the approval of the City Manager.

**ARTICLE 8 - WAGES**

**Section 8.01 - Wages**

(a) The schedule of wages and classifications for all the employees of the City covered by this Agreement, shall be in accordance with the Schedules attached hereto and forming part of this Agreement.

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- (b) Payment of wages shall be issued bi-weekly on a Friday.
  - (c) Payment of wages for vacations, general holidays, paid leave of absence, sick leave, or other paid authorized leave, shall be at the employee's regular classified rate of pay and shall not include any type of premium pay.

**Section 8.02 - Temporary Appointments - Inside**

- (a) When any inside employee is appointed or requested by his/her supervisor to perform, temporarily, work for which a higher classification is provided, the employee's rate of pay shall be adjusted on the following basis:

If the appointment is for one working day, the employee shall be paid the standard rate in the higher classification. This adjustment is to be made for each working day or more that said employee is required to function either partly or wholly in the higher classification. In all cases of temporary appointment exceeding one working day, the employee shall be notified of the appointment in writing by his/her supervisor or the City Manager.

- (b) When any inside employee is directed by his/her supervisor to temporarily perform work in a lower classification, the employee shall continue to be paid the established rate of pay for the regular higher classification.

**Section 8.03 - Temporary Appointments - Outside**

- (a) When an outside employee is appointed or requested by his/her supervisor to temporarily perform work for which a higher classification is provided he/she shall be paid immediately the established rate quoted for the higher position to which he/she has been temporarily assigned.
- (b) When an outside employee is directed by his/her supervisor to temporarily perform work in a lower classification, he/she shall continue to be paid the established rate of pay for his/her regular classification.

**Section 8.04 - Temporary Appointments Outside the Bargaining Unit**

It is the policy of the City and the Union to co-operate in every practical way with employees who desire advancement to classifications covered under Section 1.01 of this Agreement. Accordingly, when an employee is appointed or requested by his/her supervisor to perform work on a temporary basis in a classification listed in Section 1.01 of the Agreement, he/she shall be paid while performing such work not less than fifty percent of the difference between his/her current rate and the rate of the temporary position listed in Section 1.01 of the Agreement. It is further understood that for the period of the temporary transfer, such employee will retain all

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benefits and rights accorded under the Agreement, and will be returned to his/her regular job without loss of seniority on completion of the temporary transfer.

**Section 8.05 - Overtime**

(a) Overtime shall be defined as time worked prior to the normal commencement of the employee's regular shift and/or after the completion of the employee's regular shift, or time worked in excess of the employee's daily shift period and/or weekly shift period. The start of the work week shall be 7:00 a.m. (seven o'clock in the forenoon) on each and every Monday.

(b) **Overtime Rate**

All work in excess of the standard day (i.e. 7 or 8 hours as the case may be), or the standard work week (i.e. 35 or 40 hours as the case may be) shall be paid for at time and one half (1½) the regular hourly rate for the first two (2) hours of overtime in any day or week and double the regular hourly rate for any overtime thereafter. All work performed on Saturdays, Sundays and a statutory holiday shall be paid at double the rate of pay the employee is currently earning while on that job.

Where an employee is required to work on a statutory holiday, such employee shall be compensated by the payment of double time for the hours worked exclusive of any regular statutory holiday pay to which the employee may be entitled by the provisions of this Agreement.

(c) It is agreed between the parties that any employee who is required to work overtime on Saturdays or Sundays, shall be paid as provided in clause (b) hereof or a minimum of two (2) hours pay at the applicable overtime rate or overtime rates for all hours worked, whichever is greater.

(d) **Time Off In Lieu of Overtime Payment**

Time off in lieu of payment for overtime shall be allowed and shall be calculated on time and a half basis, for every hour worked, one and one half hour time off; and for double time basis, for every hour worked, two hours time off. Time off credits shall be calculated to the nearest one-half (½) day, and the balance paid out at the time employee elects to take time off, or as otherwise mutually agreed. The accumulation shall not exceed 80 hours for the outside staff and 70 hours for the inside staff in any calendar year.

Time off credits not taken by the employee prior to December 31, in any calendar year, shall be paid to the employees by January 31st in the following year. An employee wishing to take time off in lieu of overtime must request same from his/her supervisor, at least three working days in advance of the time off.

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Time off is to be taken as mutually agreed by the employee's supervisor and the employee concerned at the employee's regularly classified rate. However, when an employee works overtime in a higher classification, the difference between his/her regular rate and the higher rate, shall be paid out and not accumulated.

The employee shall request such accumulation at the time of reporting any overtime rates.

No accumulation of overtime shall be carried forward to the following year.

(e) **Call Out**

Any employee who is called to work from his/her residence outside of his/her regular working hours shall be considered to have been called out and shall receive overtime rates of pay as provided in clause (b) hereof, or a minimum of two (2) hours pay at overtime rates of pay, whichever is greater. Time shall be computed from the time the employee commences work until the employee is instructed to cease work.

Employees who are called out shall receive compensation for mileage at the applicable mileage rates, one way when providing their own transportation. Notification given to an employee to work outside his/her regular working hours prior to the employee ceasing work for the day shall not constitute a call out.

**Section 8.06 - Stand-by Pay**

**Weekend**

An employee of the City who is required to stand-by on weekends shall be paid one hour's pay at the employee's regular rate of pay or the Chargehand rate, whichever is greater, for standing by for the period 4:30 p.m. through 8:00 a.m. the following day and two and a half (2½) hours pay per day for standing by for the period 8:00 a.m. through 8:00 a.m. the following day. In the event of a call-out, the provisions of sub-section (e) of Section 8.05 shall apply.

**Monday to Thursday**

An employee of the City who is required to stand-by after his/her regular day shift shall be paid one hour's pay at the employee's regular rate of pay or the Chargehand rate, whichever is greater, for standing by each day. In the event of a call out, the provisions of sub-section (e) of Section 8.05 shall apply, and the amount specified above will not be paid; in other words, the Monday to Thursday standby compensation will not be "pyramided".

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**ARTICLE 9 - HOURS OF WORK**

**Section 9.01 - Inside Employees**

The regular hours of work for inside employees of the City shall be seven (7) hours per day (effective July 1975), with one hour off for lunch, Monday through Friday. No overtime shall be worked by any inside employee except with express approval and authority of the appropriate supervisor and the hours of overtime worked shall be certified by the said supervisor to the Payroll Department before payment is made. Payment for overtime worked shall be in accordance with the provisions of Article 8 Section 8.05 of this Agreement, and shall be paid when an inside employee is required to work in excess of seven (7) hours in the regular work day or for work performed on Saturdays or Sundays.

**Section 9.02 - Outside Employees**

The regular hours of work for outside employees shall be any eight (8) consecutive hours between seven (7:00) a.m. and five-thirty (5:30) p.m. daily, and one-half (½) hour off for lunch, Monday through Friday inclusive. The City shall have the right to establish shifts other than the regular day shift provided that in all cases shift schedules are posted. Any employee required to work a shift other than the shift posted on the schedule shall receive forty-eight (48) hours notice of change of shift. Notwithstanding the foregoing, all employees required to work in excess of eight (8) hours per day or forty (40) hours per week shall receive overtime rates of pay as provided by Article 8, Section 8.05 of this Agreement.

With respect to the Union request to travel to and from lunch facilities outside of the one-half hour lunch period it was agreed this request would be referred to Council for consideration as a "policy" rather than a collective agreement amendment.

**Section 9.03 - Reporting for Work**

It shall be the duty of all employees to report for work on each and every working day at the prescribed hours as set out in the hours of work schedule required to be posted in accordance with the Employment Standards Act.

Failure of employees to comply with the provisions of this clause will result in disciplinary action by the City, provided, however, that where an employee is unable to report personally because of sickness, he/she will notify his/her immediate supervisor or some other official of the City by telephone prior to the commencement of the working day, or as soon as possible thereafter.

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**Section 9.04 - Compressed Work Week/Flexible Hours**

The City and the Union agree to continue investigating the practicality of flexible hours and compressed work week. It is agreed that neither the City nor the Union will be bound in any way to implement any recommendation or proposition emanating from the experimentation.

**Section 9.05 - Shift Differential**

All employees of the City shall receive a shift differential of 60¢ per hour for all scheduled hours worked on a shift other than the regular day shift, except (effective January 1, 1984) for the sweeper operator who will be paid a shift differential of 7% per hour.

Such differential shall not apply to the provisions of Article 8, Sections 8.05 and 8.06 of this Agreement.

For the purpose of this clause, the regular day shift hours shall be defined as in Article 9 of this Agreement.

**ARTICLE 10 - SENIORITY**

**Section 10.01 - Seniority Accumulation**

Regular Full-Time and Temporary Full-Time Employees shall accumulate seniority on the basis of their continuous service with the City, calculated, after completion of the probation period, from the date which the employee commenced employment with the City. Regular Part-Time Employees shall accumulate seniority on the basis of the hours worked, calculated, after completion of the probation period, from the date which the employee commenced employment with the City.

**Section 10.02 - Probationary Period & Seniority**

- (a) All new Regular Full-Time, Temporary Full-Time and Regular Part-Time Employees are hired on a probationary basis. Notwithstanding anything to the contrary contained in this Agreement, it is mutually agreed that all new employees are hired on probation. The probation period of employment shall continue for three (3) months except for certain new technical and supervisory employees, listed in Schedule "E" attached hereto, who shall be subject to a six month (6) probationary period and during this period, no seniority rights shall be recognized. Upon completion of three (3) months continuous service or six (6) months for new technical or supervisory employees they shall be entitled to seniority dated from the date on which they entered the service of the City.

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- (b) It is mutually agreed that, when hiring new employees, preference may, subject to the same conditions as in Section 10.02 thereof, be given to those employees by the City who have had previous seniority.

**Section 10.03 - Demotions Due to Lay-Off**

Where an employee is demoted due to a reduction in staff, the required knowledge, ability and skills of the employee shall be the primary consideration; where these are equal the employee with the shorter length of service in his/her Department shall be demoted.

Demoted employees shall receive the rate of pay set out for the position to which they are demoted as from the date of demotion.

**Section 10.04**

(a) **Transfers Within the Bargaining Unit**

Transfers may be made within the City from one department to another without loss of seniority, on the following basis:

- (1) An employee may apply for transfer to the City Manager.
- (2) No employee shall be transferred without due regard to the seniority provisions of this Section of the Agreement.
- (3) Transferred employees names shall be placed on Department's seniority list in accordance with their length of service with the City.

(b) **Transfers Outside the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority acquired at the date of leaving the unit, but shall not accumulate any further seniority. Bargaining unit employees transferred on a temporary basis shall accumulate seniority within the bargaining unit. Such an employee who later returns to the unit shall be placed in a job commensurate with his/her competency and seniority. Such return will not result in the layoff or bumping of an employee holding greater seniority.

**Section 10.05 - Lay Off**

The employee within each Department with the least service shall be the first laid off provided, however, that employees with special skills may be retained to fill classified positions requiring special skills regardless of length of service. It is agreed there are two departments in the City -

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one department shall consist of the inside employees and the other department shall consist of the outside employees.

- (1) It is also recognized that Department seniority is based upon length of service with the City.
- (2) It is further recognized that employees with a greater length of service with the City may be laid off from one Department while employees with less service with the City may be retained in another Department.
- (3) In accordance with the foregoing, it is understood that the employee with the shorter length of City service in the Department in which the lay off occurs, shall be the first laid off.
- (4) All employees shall receive at least ten (10) working days notice of their layoffs or pay in lieu thereof, except those employees who have more than one (1) year of service with the City, who shall receive fifteen (15) working days notice or pay in lieu thereof. If work is made available by the City, the affected employee must work those ten (10) or fifteen (15) working days of notice, whichever is applicable and if work is not made available by the City, the employee shall be paid in lieu of notice.

**Section 10.06 - Service Severance Pay**

- (a) A regular employee who has received written notice of lay-off shall, within five calendar days, elect to:
  - (1) Exercise his/her seniority rights for bumping purposes; or
  - (2) accept lay-off.
- (b) If the employee accepts lay-off, he/she shall, within 30 calendar days from the effective date of lay-off, elect to:
  - (1) either retain seniority rights of lay-off and recall; or
  - (2) accept severance pay.
- (c) Upon acceptance of severance pay all seniority rights and rights to recall under the agreement are terminated; or upon acceptance of retention of seniority rights of lay-off and recall all rights to severance pay under these provisions are terminated.
- (d) Entitlement to, and severance pay for each regular employee will be as follows:

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- (1) Three (3) days pay for each calendar year of service up to and including five (5) calendar years of service.
  - (2) Five (5) days pay for each calendar year of service after 6 years of service.
  - (3) The maximum number of days pay for severance will be 90 days pay. Part time service shall be calculated on a pro-rata basis. Severance pay shall be based on the employee's rate of pay at the effective date of his or her termination.

### **Section 10.07 - Rehiring**

Employees who have been laid off shall be recalled to work in the reverse order of their lay off; e.g. the last employee laid off shall be the first rehired; subject to the following conditions:

- (1) The employee shall be first rehired into the Department from which he/she was laid off and second, shall be afforded the first opportunity to work in any other Department, provided, however, that the employee is capable of performing the work which may be available.
- (2) It shall be the duty of all employees to notify the City, in writing, of any change of address.
- (3) In the event of recall, the City shall notify laid off employees by registered letter or by telegram forwarded to the last address furnished by the laid off employee. The employee shall notify the City of his/her intention to return to employment within seventy-two (72) hours of delivery of the notification and shall report for work within five (5) days of acceptance of his/her recall.

### **Section 10.08 - Retention of Seniority**

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

- (1) Employees who are laid off after less than one (1) year's service shall retain their seniority for a period of three (3) months.
- (2) Employees who are laid off with more than one (1) year's service shall retain their seniority for a period of one (1) year.
- (3) Absence due to a bona-fide sickness, provided such sickness is attested to by a qualified medical practitioner.
- (4) Authorized leave of absence.

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- (5) Absence while serving the Armed Forces, during a national emergency and for a period of ninety (90) days after honourable discharge.

**Section 10.9 - Loss of Seniority**

An employee shall lose his/her seniority and be deprived of any further rights under the collective agreement for any of the following reasons:

- (1) On voluntarily leaving the service of the City.
- (2) If discharged for proper cause, and is not reinstated.
- (3) If continuously laid-off for a period exceeding his/her qualifications under Clause (1) and (2) of Section 10.08.

**Section 10.10 - Day Shift Preference**

In accordance with the terms of Article 10 of this Agreement it is agreed that employees working on a shift other than the regular day shift shall be given preference in filling vacancies occurring in the day shift.

**Section 10.11 - Job Security**

When an employee's regular job, temporarily or permanently ceases to exist, because of temporary conditions or because of permanent changes in work procedures, he/she shall be offered a position commensurate with his/her knowledge, ability and skills and seniority as per Article 10 of this Agreement. If he/she accepts the new position his/her rate of pay for the position to which he/she is transferred shall not come into effect for five (5) working days.

**Section 10.12 - Part-Time Employees**

Part time employees shall have preference to available work on the basis of seniority provided the employee has the required knowledge, abilities and skills.

**ARTICLE 11 – POSTINGS AND PROMOTIONS**

**Section 11.01 – Postings**

Vacancies and new positions covered by this Agreement shall be posted and remain posted for a period of five (5) working days prior to the filling of the vacancy or new position. The City will post all regular positions except Labourer I. It is agreed between the parties that should the necessity arise, the vacancy or new position can be filled by a temporary employee for a period

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not exceeding fifteen (15) working days, however, due to unusual circumstances, this period may be extended by mutual consent. All appointees to vacancies or new positions shall be subject to a three (3) month probationary period except those positions listed on Schedule "E" who shall be subject to a six (6) month probationary period. Appointees from within the bargaining unit shall be made within four (4) weeks, wherever possible, of the job posting date.

### **Section 11.02 – Promotions**

- (a) In making promotions the required knowledge, ability and skills for the position shall be the primary consideration, and where two or more employees are equally capable of filling the position, years of service with the City shall be the deciding factor.

Where a question of equality of capabilities arises, the senior employee shall be given the first opportunity to demonstrate his/her qualifications before any person is confirmed in the position to be filled.

- (b) The successful applicant shall be placed on probation/trial period for a period of three (3) months. Conditional on satisfactory service, such promotion shall become permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory during the aforementioned probationary period, or if the employee finds him/herself unable to perform the duties of the new job classification, he/she shall be returned to his/her former position without loss of seniority and at the wage applicable to such former position. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and at such wage applicable to such former position.

## **ARTICLE 12 - SAFETY & HEALTH COMMITTEE**

### **Section 12.01 - Co-operation of Safety**

- (a) **Co-operation of Safety**

The Union and the City shall co-operate in improving regulations which will provide adequate protection to employees engaged in hazardous work.

- (b) A Safety & Health Committee shall be established and composed of two representatives appointed by the Employer, and two representatives appointed by the Union.
- (c) The Safety & Health Committee shall hold meetings as requested by the Union or by the Employer to deal with all unsafe, hazardous or dangerous situations. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of minutes of all Committee meetings shall be sent to the Employer and to the Union.

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- (d) Employees working in any unsanitary or dangerous job shall be supplied with all the necessary tools, safety equipment and protective clothing.
  - (e) An employee will not be required to work at a job site which is unsafe. If an employee is concerned about the safety of the job site or the equipment assigned, he/she will immediately report the condition to his/her management supervisor who will ensure that the work is performed without undue risk. If the matter remains unresolved, it shall be referred to the Health and Safety Committee. If, in the opinion of the Committee, the job site or equipment is unsafe, the employee shall not be disciplined for his refusal to work due to the unsafe condition.
  - (f) The Safety and Health Committee shall be notified of each accident or injury and shall investigate and report to the Union as soon as possible on the nature and cause of the accident or injury.
  - (g) An employee who is injured during working hours, and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her 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. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.
  - (h) Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the employer.
  - (i) It is understood by the parties that every effort will be made to prevent environmental pollution. It will be the objective that neither the City nor the Union will knowingly or purposely engage in practices which will cause serious damaging effects to the environment.
  - (j) Disclosure of Information: upon request, the employer shall provide the Health and Safety Committee with the information it is capable of obtaining from its suppliers on the biological agents, compounds, substances and by-products used in the work environment.

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**ARTICLE 13 - SPECIAL PROVISIONS**

**Section 13.01 - Premium Pay**

(a) **Dirty Pay**

Employees performing any assigned work where they come in contact with raw sewage shall receive an additional fifty cents (50¢) per hour over their regular classified rate of pay with a minimum of four (4) hours pay if they work in contact with raw sewage under four (4) hours and a minimum of eight (8) hours pay if they are in contact with raw sewage over four (4) hours.

(b) **Work of an Abnormal Nature**

Employees of the City shall be paid a bonus of thirty (30¢) per hour when performing work of an abnormal nature upon classification by the foreman in charge of the work. Without restricting or limiting the generality of the foregoing, work of an abnormal nature shall include working in a ditch that is five (5) feet or more below ground level or while operating snow plowing equipment. Dirty pay and work of an abnormal nature pay sections may be compounded. In other words, a person receiving dirty pay may be eligible to also receive work of abnormal nature pay for the same work.

**Section 13.02 - Labourer Rate**

- (a) Employees in the category of Labourer I with more than three month's seniority in this position shall be paid the Labourer II rate of pay.
- (b) Employees in the category of Labourer II with more than one (1) year's seniority and more than six (6) month's seniority in their position shall be paid the Labourer III rate of pay.

**Section 13.03 - Provision of Clothing**

- (a) At the discretion of the non-bargaining unit supervisor, public works and parks employees may be provided with overalls and gloves and laundry service for same by the City.
- (b) Employees employed in the shops will be provided with coveralls and laundry service for same by the City.
- (c) Clothing damaged during the course of an employee's work that is damaged beyond reasonable expectation may be replaced by the City on approval of the department head.

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**Section 13.04 - Labour Management Committee**

The City and the Union agree that a Labour-Management Committee may be set up to seek solutions to mutual problems and to achieve mutual objectives including any matter arising out of technological change.

**Section 13.05 - First Aid Attendants**

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

	<u>Full-Time Employees</u>	<u>Regular Part-Time Employees</u>
OFA Level II	\$85 per month	55¢ per hour

The City will pay course fees for the OFA Level II course for employees who are required to have such certification.

**Section 13.06 - Sexual Harassment**

All personnel have the right to work without sexual harassment. Any complaint alleging sexual harassment will be dealt with in the Grievance Procedure and will commence at Step (b), as outlined in Article 4.

**Section 13.07 - Discrimination**

It is agreed that there shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or stronger disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, physical or mental disability, political or religious affiliation, sex, sexual orientation, or membership or activity in a union.

**Section 13.08 - Shop Steward**

A shop steward shall be in attendance for all disciplinary discussions between employer and employees.

**Section 13.09 - Personnel Files**

An employee who makes a verbal request to the City Manager or designate shall be entitled to review and make copies of the contents of their personnel file, at a mutually convenient time, in the presence of a person authorized by the City Manager or designate. An employee may

designate, in writing to the City Manager on each occasion, a Union Representative to review and make copies of the employee's file.

**Section 13.10 - Grant/Incentive Programs**

- (a) Where the City applies for government grants that require the approval of the Union, the Union agrees that it will approve the application provided that:
  - (1) not more than two (2) Incentive Employees shall be employed per year; and
  - (2) the employees shall be paid the appropriate rate of pay provided in the Collective Agreement.
- (b) Incentive Employees shall not be entitled to seniority or any benefits provided by the Collective Agreement unless specifically identified as being eligible.
- (c) The City shall provide the Union with written notice of any grant applications and the government's acceptance or rejection of the application.

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

The Corporate Seal of THE CITY OF  
LANGLEY CIVIC EMPLOYEES CUPE  
LOCAL 2058 was hereunto affixed in the  
presence of:

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PRESIDENT

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SECRETARY

The Corporate Seal of THE CITY OF  
LANGLEY was hereunto affixed in the  
presence of:

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MAYOR

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CITY MANAGER

**SCHEDULE "A"**

**INSIDE PAY GRADES**  
**Effective January 01, 2000**

<u>Grade</u>	<u>Start</u>	<u>12 Month</u>	<u>24 Month</u>
8 .....	15.95	16.11	16.39
9 .....	16.11	16.39	16.71
10 .....	16.39	16.71	16.95
11 .....	16.71	16.95	17.34
12 .....	16.95	17.34	17.63
13 .....	17.34	17.63	17.98
14 .....	17.63	17.98	18.32
15 .....	17.98	18.32	18.81
16 .....	18.32	18.81	19.23
17 .....	18.81	19.23	19.69
18 .....	19.23	19.69	20.26
18A .....	18.00	19.69	21.18
19 .....	19.69	20.26	20.71
20 .....	20.26	20.71	21.40
21 .....	20.71	21.40	22.01
22 .....	21.40	22.01	22.59
23 .....	22.01	22.59	23.32
24 .....	22.59	23.32	24.00
25 .....	23.32	24.00	24.71
26 .....	24.00	24.71	25.54
27 .....	24.71	25.54	26.38
28 .....	25.54	26.38	27.13
29 .....	26.38	27.13	28.06
30 .....	27.13	28.06	28.99

**INSIDE PAY GRADES**  
**Effective January 01, 2001**

<u>Grade</u>	<u>Start</u>	<u>12 Month</u>	<u>24 Month</u>
8 .....	16.27	16.43	16.72
9 .....	16.43	16.72	17.04
10 .....	16.72	17.04	17.29
11 .....	17.04	17.29	17.69
12 .....	17.29	17.69	17.98
13 .....	17.69	17.98	18.34
14 .....	17.98	18.34	18.69
15 .....	18.34	18.69	19.19
16 .....	18.69	19.19	19.61
17 .....	19.19	19.61	20.08
18 .....	19.61	20.08	20.67
18A .....	18.36	20.08	21.60
19 .....	20.08	20.67	21.12
20 .....	20.67	21.12	21.83
21 .....	21.12	21.83	22.45
22 .....	21.83	22.45	23.04
23 .....	22.45	23.04	23.79
24 .....	23.04	23.79	24.48
25 .....	23.79	24.48	25.20
26 .....	24.48	25.20	26.05
27 .....	25.20	26.05	26.91
28 .....	26.05	26.91	27.67
29 .....	26.91	27.67	28.62
30 .....	27.67	28.62	29.57

**INSIDE PAY GRADES**

Effective April 01, 2002

<u>Grade</u>	<u>Start</u>	<u>12 Month</u>	<u>24 Month</u>
8 .....	16.76	16.92	17.22
9 .....	16.92	17.22	17.55
10 .....	17.22	17.55	17.81
11 .....	17.55	17.81	18.22
12 .....	17.81	18.22	18.52
13 .....	18.22	18.52	18.89
14 .....	18.52	18.89	19.25
15 .....	18.89	19.25	19.77
16 .....	19.25	19.77	20.20
17 .....	19.77	20.20	20.68
18 .....	20.20	20.68	21.29
18A .....	18.91	20.68	22.25
19 .....	20.68	21.29	21.75
20 .....	21.29	21.75	22.48
21 .....	21.75	22.48	23.12
22 .....	22.48	23.12	23.73
23 .....	23.12	23.73	24.50
24 .....	23.73	24.50	25.21
25 .....	24.50	25.21	25.96
26 .....	25.21	25.96	26.83
27 .....	25.96	26.83	27.72
28 .....	26.83	27.72	28.50
29 .....	27.72	28.50	29.48
30 .....	28.50	29.48	30.46

**SCHEDULE "B"**

**INSIDE STAFF CLASSIFICATIONS & PAY GRADES**

<b><u>CLASSIFICATION</u></b>	<b><u>PAY GRADE</u></b>
Clerk 2	9
Receptionist	12
Clerk 3	12
Clerk-Typist 3	12
Clerk 3 - Building Department	13
Clerk 3 - Accounts Payable	14
Building Service Worker	15
Clerk-Typist 4	15
Parking Enforcement Officer	15
Cashier/Typist	16
Draftsman 1 (Planning)	16
Draftsman 1 (Engineering)	17
Recreation Programmer	17
Payroll Clerk	18
Planning Assistant 1	18
Stenographer	18
Community Police Office Coordinator	18A
Bylaw Enforcement Officer	19
Draftsman 2	19
Assistant City Clerk	20
Operations Clerk	20
Program Supervisor (Recreation)	21
Planning Assistant 2	21
Bookkeeper	23
Chief Bylaw Enforcement Officer	24
Engineering Assistant 2	25
Building Inspector	26
Engineering Technologist	26
Design Technician	27
Planner	29

The parties agree that the pay rate for the employees in the Recreation Department take into account shift differentials and Sunday premium pay as required.

**SCHEDULE "C"**

**OUTSIDE STAFF CLASSIFICATIONS & PAY RATES**

	<u>2000</u>	<u>2001</u>	<u>2002</u>
	<u>Jan 01</u>	<u>Jan 01</u>	<u>Apr 01</u>
Labourer 1	17.99	18.35	18.90
Labourer 2	18.17	18.53	19.09
Labourer 3	18.33	18.70	19.26
Trades Improver 1	18.78	19.16	19.73
Pipelayer	19.14	19.52	20.11
Trades Improver 2	19.47	19.86	20.46
Trades B – Semi-Qualified	19.90	20.30	20.91
Tradesman	20.98	21.40	22.04
Tradesman 2 – Uncertified	21.89	22.33	23.00
Truck Driver 1 (Unit 103)	19.14	19.52	20.11
Truck Driver 2 air/hoist	19.47	19.86	20.46
Equipment Operator 1	18.78	19.16	19.73
Equipment Operator 2	19.14	19.52	20.11
Equipment Operator 3	19.40	19.79	20.38
Equipment Operator 4	19.82	20.22	20.83
Equipment Operator 5	20.86	21.28	21.92
Chargehand	21.09	21.51	22.16
Maintenance Chargehand	21.40	21.83	22.48
Construction Chargehand (10% more than Chargehand)	23.21	23.67	24.38
Storekeeper	20.71	21.12	21.75
Parks Foreman	23.66	24.13	24.85
Parks Chargehand 2	23.05	23.51	24.22
Engineering Assistant 3	25.54	26.05	26.83

**SCHEDULE "D"**

**2000-2002 POOL AND PLAYGROUND STAFF RATES**

Effective Dates:     A = 2000 January 01  
                               B = 2001 January 01  
                               C = 2002 April 01

**AL ANDERSON MEMORIAL POOL**

		FIRST YEAR	SECOND YEAR	THIRD YEAR
Manager	A	\$20.24	\$20.50	\$20.75
	B	20.64	20.91	21.17
	C	21.26	21.54	21.81
Assistant Manager	A	\$18.77	\$19.01	\$19.29
	B	19.15	19.39	19.68
	C	19.72	19.97	20.27
Shift Supervisor	A	\$17.98	\$18.25	\$18.51
	B	18.34	18.62	18.88
	C	18.89	19.18	19.45
Lifeguard/Instructor	A	\$17.20	\$17.47	\$17.72
	B	17.54	17.82	18.07
	C	18.07	18.35	18.61

**PLAYGROUND**

		FIRST YEAR	SECOND YEAR	THIRD YEAR
Coordinator	A	\$14.80	\$14.97	\$15.24
	B	15.10	15.27	15.54
	C	15.55	15.73	16.01
Senior Leader	A	\$14.46	\$14.61	--
	B	14.75	14.90	--
	C	15.19	15.35	--
Junior Leader	A	\$14.09	--	--
	B	14.37	--	--
	C	14.80	--	--

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**SCHEDULE "E"**

**NEW EMPLOYEES SUBJECT TO A SIX MONTH  
PROBATIONARY PERIOD OF EMPLOYMENT**

Appointees to the following classifications shall serve a probationary period of employment of six months during which time such employee must demonstrate his/her ability to perform the work satisfactorily:

Assistant City Clerk  
Building Inspector  
Engineering Assistant 2  
Engineering Assistant 3  
Planner  
Planning Assistant 1  
Planning Assistant 2  
Bookkeeper  
Chief Bylaw Enforcement Officer  
Program Supervisor (Recreation)  
All Foreman positions

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### **LIFE INSURANCE**

- Eligibility:
- Employee must work at least 20 hours per week on a regular basis.
  - The insurance becomes effective the day following completion of one month of continuous employment with the City.
- Coverage:
- Twice annual wage to a maximum of \$100,000. The policy contains a minimum life insurance coverage of \$24,000.
- Insurance Termination:
- On termination of employment.
- Conversion:
- An employee who ceases to be insured under the policy may, without being required to provide evidence of insurability, ask to be issued a policy of individual life insurance.

### **ACCIDENTAL DEATH AND DISMEMBERMENT**

- Eligibility:
- Employee must work at least 20 hours per week on a regular basis.
  - The insurance becomes effective the day following completion of one month of continuous employment with the City.
- Coverage:
- Twice annual wage to a maximum of \$100,000.
  - This benefit is payable if death, or the loss, is caused by accident. The loss means the total and irrecoverable loss of use and is referring to hands, arms, legs, feet, fingers, toes, eyes, speech and hearing.
- Insurance Termination:
- On termination of employment.

### **LONG TERM DISABILITY**

- Eligibility:
- Employee must work at least 20 hours per week on a regular basis.
  - The insurance becomes effective the day following completion of one month of continuous employment with the City.

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- Coverage:
- 67% of monthly earning to a maximum of \$2,000 per month.
  - The elimination period is the later of 90 days or the expiration of accumulated sick leave benefits.
  - Benefits can continue until the age of 65.
  - The insurance does not include pre-existing conditions, recurring during the first year of coverage.
  - Under the policy if you become disabled due to injury, disease, illness, pregnancy or mental disorder:
    - 1) The insurance company will pay for the first 24 months of disability 67% of your monthly wage to a maximum of \$2,000 per month, if you are not able to perform the essential duties of your regular job.
    - 2) Thereafter, if you are not able to earn at your own or any other occupation for which you are reasonably fitted by education, training or experience, more than 75% of your Indexed pre-disability monthly earnings.
  - The insurance is Indexed to the Consumer Price Index and is adjusted annually on the anniversary of a claim.
- Rehabilitation:
- Rehabilitation means a training or work related activity that can be expected to facilitate a Disabled Employee's return to his job or other gainful employment.
  - Benefits under the policy are paid during the period of a rehabilitation program, but may be reduced in cases where earnings are received during the period of rehabilitation.
  - The policy may pay expenses incurred, other than usual employment expenses, for services and equipment associated with an approved rehabilitation program up to a maximum of \$25,000.
- Integration:
- The benefits under this insurance will be reduced by each of the following, payments received under WCB or similar legislation, Canada Pension or Quebec Pension Plan, any other income being derived from employment.

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Insurance Termination: - This insurance continues as long as the disability continues, but will terminate upon the age of normal retirement, usually age 65.

**DENTAL CARE PLAN**

Eligibility:

- Employee must work at least 20 hours per week on a regular basis.
- The insurance becomes effective the day following completion of three months of continuous employment with the City.

Coverage:

- 100% Basic Dental Services, Part A. For employees hired after 1995 December 18, the coverage for Part A shall be 80%.
- 90% Prosthetics, crowns and bridges, Part B.
- 90% Orthodontics, maximum lifetime limit \$2,500, Part C.
- See the attached brochure for coverage details of Plans A, B and C.

Insurance Termination: - On termination of employment.

**EXTENDED HEALTH CARE PLAN**

**AND**

**MEDICAL SERVICES PLAN**

See the attached brochures for plan details.

**EMPLOYMENT STANDARDS ACT**  
**(1995 June 22)**

**PART 6**

**LEAVES AND JURY DUTY**

**Pregnancy Leave**

50. (1) A pregnant employee who requests leave under this section is entitled to up to 18 consecutive weeks of unpaid leave
- (a) beginning no earlier than 11 weeks before the expected birth date, and
  - (b) ending no earlier than 6 weeks after the actual birth date unless the employee requests a shorter period.
- (2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (3) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
- (4) A request for leave must
- (a) be given in writing to the employer,
  - (b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
  - (c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) A request for a shorter period under subsection (1) (b) must
- (a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and

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- (b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

**Parental leave**

51. (1) An employee who requests parental leave under this section is entitled to up to 12 consecutive weeks of unpaid leave beginning,
- (a) for a birth mother, immediately after the end of the leave taken under section 50 unless the employer and employee agree otherwise,
  - (b) for a birth father, after the child's birth and within 52 weeks after that event, and
  - (c) for an adopting parent, within 52 weeks after the child is placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must
- (a) be given in writing to the employer,
  - (b) if the request is for leave under subsection (1) (a) or (b), be given to the employer at least 4 weeks before the employee proposes to begin leave, and
  - (c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under section 50 and this section is limited to 32 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

**Family responsibility leave**

52. An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to

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EMPLOYMENT STANDARDS ACT - 1995 JUNE 22

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- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of any other member of the employee's immediate family.

**Bereavement leave**

53. An employee is entitled to up to 3 days of unpaid leave on the death of a member of the employee's immediate family.

**Duties of employer**

54. (1) An employer must give an employee who requests leave under this Part the leave to which the employee is entitled.
- (2) An employer must not, because of an employee's pregnancy or a leave allowed by this Part,
- (a) terminate employment, or
  - (b) change a condition of employment without the employee's written consent.
- (3) As soon as the leave ends, the employer must place the employee
- (a) in the position the employee held before taking leave under this Part, or
  - (b) in a comparable position.
- (4) If the employer's operations are suspended or discontinued when the leave ends, the employer must, subject to the seniority provisions in a collective agreement, comply with subsection (3) as soon as operations are resumed.

**Jury duty**

55. If an employee is required to attend court as a juror, the employer has the same duties under section 54 (2) to (4) in relation to the employee as if that employee were on leave under this Part.

**Employment deemed continuous while  
employee on leave or jury duty**

56. (1) The services of an employee who is on leave under this Part or is attending court as a juror are deemed to be continuous for the purposes of
- (a) calculating annual vacation entitlement and entitlement under sections 63 and 64, and
  - (b) any pension, medical or other plan beneficial to the employee.
- (2) In the following circumstances, the employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave or attending court as a juror:
- (a) if the employer pays the total cost of the plan;
  - (b) if both the employer and the employee pay the cost of the plan and the employee chooses to continue to pay his or her share of the cost.
- (3) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken or the attendance as a juror not been required.
- (4) Subsection (1) does not apply if the employee has, without the employer's consent, taken a longer leave than is allowed under this Part.