

2000 - 2002

COLLECTIVE AGREEMENT

between the

CITY OF RICHMOND

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 394
(RICHMOND PUBLIC EMPLOYEES)

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2000 - 2002

THIS AGREEMENT BETWEEN:

THE CITY OF RICHMOND
(hereinafter called the "Employer"),

OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES', LOCAL 394
(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS the Employer is an employer within the meaning of the Labour Relations Code of British Columbia, 1992.

AND WHEREAS the Union is the sole bargaining authority for that group of employees known generally as "Outside Employees".

NOW THEREFORE this Agreement witnesseth that it is hereby agreed between the parties hereto as follows:

1. **TERM OF AGREEMENT**

1.1 This Agreement shall be for a term of three (3) years with effect from 2000 January 01 to 2002 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this Agreement shall continue in full force and effect, and except with respect to changes to rates of pay made pursuant to the Job Evaluation Agreement between the parties et al., neither party shall make any change or alter the terms of this Agreement until:

- (a) The Union can lawfully strike in accordance with the provisions of Part 5 of the Labour Relations Code; or
- (b) The Employer can lawfully lock out in accordance with the provisions of Part 5 of the Labour Relations Code; or

- (c) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever is earliest.

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

2. UNION SECURITY

- (a) All present employees who are now members of the Union shall remain members of the Union. All persons employed on or after the first of January, 1967, shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union Dues and Assessments that all other members of the Union are required to pay to the Union.
- (b) It is agreed that all employees covered by this Agreement shall pay an initiation fee and a bi-weekly fee to the Union equal to the Union's bi-weekly dues; such payment to be made by payroll deduction. Deductions shall be made in respect of all subsequent pay periods, provided the employee works any part of the pay period. The Personnel Department of the Employer will acquire the signature of new employees on Union Application for Membership and Dues Deduction Authorization Cards at the same time as the employee signs the various personnel forms. These arrangements shall remain in effect for so long as the Union remains the recognized bargaining authority.

3. MANAGEMENT RIGHTS

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this Agreement.

4. REMUNERATION

- (a) The schedules of wages and salaries marked with the letter "A" and attached to this Agreement shall prevail and govern during the term of this Agreement.

- (b) An employee will be paid for Public Holidays only if the employee works the work day prior to and the work day after such a holiday, provided the employee is not sick, on compensation, on annual vacation, or on authorized leave of absence. In the event of an employee working in a higher rated position than the employee's regular position on the work day prior to a Public Holiday, then the employee shall be paid at the higher rate of pay for said holiday.
- (c) Pay period shall be every second Friday; in the event of a holiday falling on that day, the day previous to such holiday shall be the pay day. Employees hired on or after 1995 April 26 shall be paid by Direct Deposit. All current employees who elect Direct Deposit shall remain on the Direct Deposit system.
- (d) If it becomes necessary to engage an employee in a class not provided for by the Wage Schedule, the salary to be paid shall be determined in accordance with the procedure set forth in the Classification and Evaluation Agreement, and the position processed as outlined in Clause 14.9 - Job Postings.
- (e) Acting in Senior Capacity

When an employee is temporarily required to perform the principal duties of a higher rated class, the employee shall be paid the rate of pay for the higher rated class for the time spent performing such duties. An employee who acts in a higher-rated class for four (4) or more regular hours in a day shall be paid the higher rate of pay for the entire regular day.
- (f) Individual pay adjustments arising from periodic increments, reclassifications, revaluations and promotions (but not for acting in a higher capacity) are to commence at the beginning of the bi-weekly pay period the first day of which is nearest the calendar date of the pay adjustment.

4.1 Daily Guarantee

- (a) Subject to the provisions of paragraph (c), an employee reporting for a scheduled shift on the call of the Employer, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two hours' pay at the employee's regular hourly rate.
- (b) Subject to the provisions of paragraph (c), an employee other than a school student on a school day who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four hours' pay at the employee's regular hourly rate.

- (c) In any case where an employee (i) reports for a regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, the employee shall not be entitled to receive the minimum payments set forth in paragraphs (a) and (b).

5. OVERTIME

- (a) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid at overtime rates for all overtime worked:
 - (i) immediately following the employee's regular shift;
 - (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous shift;
 - (iii) at any other time than at the times set forth in items (a)(i) or (a)(ii) of this Clause 5 consequent upon an oral or written notice given prior to the end of the employee's previous shift except as otherwise provided in Clause 12.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for overtime work at the following overtime rates:
 - (i) time and one-half the standard rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day;
 - (ii) double the standard rate of pay for all overtime in excess of the first two (2) hours worked immediately preceding or immediately following an employee's regular shift on any regular working day;
 - (iii) double the standard rate of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of Clause 5(b). Employees shall be paid a minimum of one and one-half (1½) hours at double time for overtime worked pursuant to this paragraph (b)(iii).
- (c) It is agreed that the Employer will establish lists of employees who are qualified to perform various kinds of work, and will utilize such lists when employees are required for overtime and call-back work by strict rotation of opportunities for such work. Any problems in this regard will be discussed at the local Labour/Management committee level.

6. COMPENSATING TIME-OFF

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

7. CALLOUT

- (a) A Regular Full-Time Employee or a Temporary Full-Time Employee who is called back to work by the Employer at any time after completion of a regular shift, except where such employee is required to work overtime as a consequence of an oral or written notice given prior to the end of the employee's previous shift as provided in Clause 5 (Overtime), shall be paid at the rate of double the employee's normal rate of pay for the time actually worked and in addition thereto shall be paid one (1) hour at double the employee's normal rate of pay for travelling time to and from home. Except as otherwise provided in paragraph (b) a Regular Full-Time Employee or a Temporary Full-Time Employee who is called back to work under this Clause 7 (Callout) shall be paid a minimum of three (3) hours (the minimum includes one (1) hour for travelling time) at double the employee's normal rate of pay.
- (b) If, after a callout, an additional call or calls are made upon the Regular Full-Time Employee or Temporary Full-Time Employee before the expiry of the minimum three (3) hour period or before arrival home, whichever shall last occur, the additional call or calls shall not qualify the employee for an additional minimum three (3) hour period or periods but the employee shall be paid at double the employee's normal rate of pay for the time actually worked and an additional one (1) hour at double the employee's normal rate of pay for travelling time to and from home. Where two (2) separate calls are completed by a Regular Full-Time Employee or a Temporary Full-Time Employee within a

three (3) hour period the employee shall be paid at double the employee's normal rate of pay for a minimum of four (4) hours (the minimum includes two (2) hours for travelling time).

- (c) For the purposes of this Clause 7 (Callout) a callout shall commence one-half ($\frac{1}{2}$) hour before actual commencement of work for which the Regular Full-Time Employee or Temporary Full-Time Employee was called back and terminate one-half ($\frac{1}{2}$) hour after actual completion of such work. The one-half ($\frac{1}{2}$) hour at the commencement and termination of the callout time is the travelling time allowed the employee hereunder.
- (d) Notwithstanding the callout minimum, an employee who is at the work place prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.

8. STANDBY

- (a) Employees who stand by between the end of the normal day shift on the first day of work in a week (excluding public holidays) until the beginning of normal day shift on the last day of work in a week shall be paid one hour's pay for each period of eight (8) hours standing-by, in addition to callout pay as earned.
- (b) For all standby on public holidays and weekends, one (1) hour's pay for each period of six (6) hours standing-by, in addition to callout pay as earned.
- (c) Where a period of standby exceeds an exact multiple of six (6) or eight (8) hours as the case may be, the balance shall be paid as follows:
 - (i) one-half ($\frac{1}{2}$) hour standby pay for periods of half or less than half of the full period;
 - (ii) one (1) hour standby pay for periods of more than half of the full period;
- (d) All standby will be paid at the employee's classified rate of pay.

9. MEAL BREAKS

- (a) Employees shall receive meal break provisions as follows:

(i) During Overtime

Upon completion of two (2) continuous hours of overtime work immediately preceding or immediately following an employee's regular shift, the employee becomes entitled to a paid meal break of a one-half (½) hour which the Employer may permit to be started at any time within the two (2) hour period but, except in an emergency, no later than the end of two (2) hours.

(ii) During Callouts and Pre-scheduled Overtime

Upon completion of three and one-half (3½) continuous hours of callout work or pre-scheduled overtime work, an employee becomes entitled to a paid meal break of a one-half (½) hour which the Employer may permit to be started at any time within the three and one-half (3½) hour period but, except in an emergency, no later than the end of the three and one-half (3½) hours.

(iii) During Overtime, Callouts and Pre-scheduled Overtime

Upon the completion of each succeeding three and one-half (3½) continuous hours of callout work or overtime work, the employee shall be given another paid meal break of one-half (½) hour which, except in an emergency, shall be taken at the end of each three and one-half (3½) hour work period.

- (b) For each meal break given to an employee under Clause 9(a)(i), (ii), or (iii) the employee shall be paid one-half (½) hour of pay at double the employee's regular rate of pay.
- (c) Where by reason of an emergency it is not feasible to give a meal break at the designated time under Clause 9(a)(i), (ii) or (iii), it shall be taken as soon as practicable and in addition the Employer shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal break.

10. FIRST AID PREMIUMS

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

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

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

A First Aid room will be provided and maintained at the Works Yard. A designated First Aid attendant will be available and paid the designated premium during all working hours.

11. VACATIONS

11.1 Vacations

Paid annual vacations for all persons covered by this Agreement shall be allowed as follows:

- (a) Employees leaving the service of the Employer during their first calendar year of employment shall be granted vacation pay in accordance with the Employment Standards Act.
- (b) In the first calendar year of service, vacation will be granted on the basis of one-twelfth ($1/12^{\text{th}}$) of ten (10) working days for each month, or portion of a month greater than one-half ($1/2$) worked by December 31st.
- (c) Fifteen (15) working days during the second up to and including the seventh calendar year of service.
- (d) Twenty (20) working days during the eighth up to and including the fifteenth calendar year of service.
- (e) Twenty-five (25) working days of annual vacation during the sixteenth (16^{th}) up to and including the twenty-third (23^{rd}) calendar year of service.
- (f) Thirty (30) working days of annual vacation during the twenty-fourth (24^{th}) and all subsequent calendar years of service.
- (g) Employees who leave the service of the Employer shall receive vacation for the calendar year in which termination occurs, on the basis of one-twelfth ($1/12^{\text{th}}$) of

their vacation entitlement for that year for each month greater than one-half (½) worked to the date of termination.

- (h) Employees being accorded holidays under subsections (a) and (b), shall be paid at the rate of four per centum (4%) of their gross earnings, or on the basis of the number of days for which they are eligible, whichever is greater.
- (i) Any permanent employee who has not selected a vacation period prior to April 30th will not have any seniority rights with regards to being given preferential treatment in selecting a vacation period over other employees with less seniority.
- (j) All vacation allowance earned during a calendar year must be taken prior to March 31st of the following year.

PROVIDED THAT

- (1) "Calendar Year" for the purpose of this Agreement shall mean the twelve (12) month period from January 1st to December 31st inclusive.
- (2) In all cases of termination of service for any reason other than retirement on Superannuation or on attaining maximum retirement age, adjustment will be made for any over-payment of vacation.
- (3) Any regular employee:
 - (a) who has reached minimum retirement age as defined in the Pension (Municipal) Act and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said Act; or
 - (b) whose age and years of service with the Employer total eighty (80) years or more, shall be entitled to receive full annual vacation on termination of employment for any reason. All other employees who leave the service shall be entitled to vacation in accordance with the appropriate paragraphs in this Clause.

11.2 Vacation Pay

- (a) All employees other than those entitled to an annual percentage of earnings in lieu of vacation, will be paid during their annual vacations at their respective regular or classified rates of pay.
- (b) As soon as possible following December 31st in each year a vacation pay adjustment will be made in a lump sum to all employees other than those entitled to an annual percentage of earnings in lieu of vacation, where such employees'

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

11.3 Supplementary Vacation

Each employee shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation to which there is entitlement under Clause 11.1:

Each employee upon commencing the eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service in 1978 or in any subsequent year, shall thereupon become entitled to five (5) working days of supplementary vacation.

It is understood between the parties that each employee shall become entitled to their supplementary vacation under this Clause 11.3 on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (An explanatory note and table is annexed hereto as Schedule "D" for the purposes of clarification).

11.4 Deferred Vacations

An employee who is entitled to annual vacation of twenty (20) working days or more in any year:

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

PROVIDED HOWEVER that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 11.4 shall be twenty (20) working days.

11.5 Early Retirement

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

12. PUBLIC HOLIDAYS

- (a) Subject to the provisions of Clause 4(b), all employees shall be entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day appointed by Council to be a civic holiday.

PROVIDED THAT:

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

SAVE AND EXCEPT THAT:

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

- (a) one (1) day's pay at the employee's regular rate of pay, or

- (b) a holiday with pay within the calendar year in which such public holiday falls, on any normal working day which immediately precedes or immediately follows one of the employee's normal rest days or one of the public holidays hereinbefore defined in this paragraph 12(a).
 - (2) in the case of an employee's termination of service for any reason, adjustment will be made for any overcompensation provided under paragraph (1)(b) herein.
 - (3) prior to the posting of any notice advising the employees of their entitlement under paragraph (1) herein, the Employer will afford the Union an opportunity to discuss the substance of the notice.
 - (4) notwithstanding receipt of a day's pay for a public holiday, it shall not be considered as time worked for the purpose of calculating overtime.
- (b) If an employee who has completed six (6) months' continuous service is laid off but re-employed within twelve (12) months of the date of such layoff, such employee shall be entitled to the benefit of Clause 12(a) immediately upon such employment.
 - (c) Except as otherwise provided in Clause 12(a), with respect to public holidays falling on a Saturday or a Sunday, if an employee whose duties normally require work on public holidays, is required to work on any public holiday named in Clause 12(a) which falls on any day from Monday to Friday inclusive, then the employee shall be paid their regular pay for the holiday and in addition thereto shall be given compensating time-off equivalent to one and one-half (1½) times the number of hours worked on the holiday. If an employee is required to work on the day off given in lieu of a public holiday pursuant to the provisions of this Clause 12(c) then in lieu of such holiday, the employee shall be paid their regular pay for the public holiday plus double the regular rates of pay for the hours worked on such day off. Time worked beyond eight (8) hours on the day off given to the employee in lieu of a public holiday shall be treated as overtime. For the purpose of this Clause 12(c), a public holiday does not include a holiday designated by the Employer pursuant to Clause 12(a) unless the employee is entitled to that holiday with pay in lieu of a public holiday.
 - (d) Whenever a public holiday defined in Clause 12(a) falls on a Saturday or Sunday and is observed on any day from Monday to Friday, the day on which such holiday is observed shall, for the purposes of those employees referred to in Clause 12(c), be deemed to be a public holiday and if such employees work on the Saturday or Sunday they shall not be entitled to public holiday premium pay for work on either of those days.

Notwithstanding anything contained in Clause 12(a) and Clause 12(c) prior to the beginning of any calendar year the Employer and the Union may agree that whenever a public holiday defined in Clause 12(a) falls on a Saturday or Sunday, those employees referred to in Clause 12(c) shall be paid public holiday premium pay for working on the Saturday or Sunday but such employees shall be paid public holiday premium pay only once for the same holiday. For the purposes of this Clause 12(d) "public holiday premium pay" means the equivalent compensation paid to employees referred to in Clause 12(c) for working on a public holiday defined in Clause 12(a) which falls on or is observed on any day from Monday to Friday.

- (e) An employee (except an employee governed by Clause 12(c)) who is required to work on a public holiday defined in Clause 12(a) which falls on or is observed on any day from Monday to Friday inclusive shall be paid the employee's regular rate for the said holiday plus double the hourly rate of pay of the employee computed on the basis of the employee's normal working hours for the hours worked on the holiday.

13. EMPLOYEE BENEFITS

It is agreed that the following employee benefits will be continued for the term of this Agreement. The Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans. Benefits for Regular Part-Time Employees are set out in Schedule "C" of this Agreement.

In the event of an employee's death during service with the Employer, all outstanding credits, gratuities and other benefits will be paid to the Estate where there is no immediate next of kin.

13.1 Medical Service Plan

M.S.P. coverage after six (6) months' continuous service, with the Employer paying seventy percent (70%) and the employees shall pay thirty percent (30%) of the premium.

13.2 Extended Health Benefits

Extended Health Care coverage is available for all employees who have completed six (6) months' continuous service. The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, a vision care option with a maximum claim of \$250.00 per person in a twenty-four (24) month period, coverage for hearing aids (\$700.00 per person), diabetic equipment and supplies, ostomy supplies, clinical psychologist services (\$600.00 per person), and coverage for the Nicotine Patch benefit with a \$350.00 per person lifetime maximum. The EHB

lifetime maximum coverage under this Plan will be \$1,000,000 per person. The Employer shall pay eight-five percent (85%) and the employees shall pay fifteen percent (15%) of the premium.

13.3 Dental Plan

Dental coverage is available (compulsory unless covered by another Plan) for all Regular Full-Time Employees who have completed six (6) months' continuous service and all Temporary Full-Time Employees who have completed twelve (12) months' continuous service on the following basis:

- (a) Basic Dental Services (Plan A) paying for eighty percent (80%) of the approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees.
- (c) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees to a lifetime maximum of \$2000 (effective 2000 November 01, \$3000) for dependent children as defined by the Plan; this coverage shall be extended to adults covered under the Plan.
- (d) The Employer shall pay seventy percent (70%) and the employees shall pay thirty percent (30%) of the premium. The employees' contributions shall be made by payroll deduction.

13.4 Group Life Insurance

All Regular Full-Time and Temporary Full-Time Employees shall, upon completion of six (6) months of continuous full-time employment, join the group life insurance plan, provisions of which are outlined hereunder:

- (a) Coverage shall be one and one-half (1½) times basic annual salary, which shall be computed to the next higher \$1,000.
- (b) Coverage shall be provided until age 65 without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age 65.
- (c) One thousand dollars (\$1,000) coverage shall be provided to employees who retire at age 65, or who terminate their employment having qualified for full vacation pursuant to the provisions of Clause 11.1.
- (d) The cost of the \$1,000 coverage for retired employees shall be incorporated into the premiums paid by the Employer and the active employees.

- (e) The Employer shall pay seventy percent (70%) and the employees shall pay thirty percent (30%) of the premium.

13.5 Same Sex Benefit Coverage

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

13.6 Sick Plan

- (a) After six (6) completed calendar months' service, Regular Full-Time Employees and Temporary Full-Time Employees shall be granted sick leave with pay on the basis of one and two-thirds ($1\frac{2}{3}$) days per month, cumulative to a maximum of two hundred and sixty-one (261) days, retroactive to the first completed calendar month of employment.
- (b) In the same case of sick leave, an employee will be allowed sick leave with pay for a period of three (3) days without producing a Medical Certificate. However, in the event that the Municipal Engineer or delegate is not satisfied that such absence is caused by illness, such Municipal Engineer or delegate may, at their discretion, require a Medical Certificate.
- (c) Effective 2002 April 01, 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, including interest on wages lost. This provision includes claims made to ICBC.

13.7 Gratuity Pay

- (a) It is further agreed and understood that such employee shall be credited with gratuity pay of two (2) working days January 1 and a further two (2) working days effective July 1 to accumulate to a total of one hundred and twenty (120) working days. In the event that any employee is absent on sick leave two (2) days or more in the period January 1 to June 30, inclusive, or two (2) days or more in the period July 1 to December 31, inclusive, the employee shall not receive any credit for gratuity pay for that period. The total gratuity pay to an employee's credit shall be paid the employee on their leaving the service of the Employer. It is further provided that if an employee be discharged from the service of the Employer for any of the following causes:

- (1) Being found, while employed, under the influence of alcohol or a drug, not prescribed by a physician, and if they have refused to obtain proper medical attention for their condition.
- (2) Being found, while employed, in possession of alcohol or a drug under circumstances which suggest that such alcohol or drug has, or is about to be consumed by such employee during the hours of their employment, and if they have refused to obtain proper medical attention for their condition.
- (3) Theft or conversion of Employer property.
- (4) Willful damage to Employer property.

the said employee shall not necessarily receive all or any accumulated gratuities.

- (b) Employees shall not be entitled to payment as provided above if they resign or leave the service of the Employer within two (2) years of the date of the commencement of their employment.
- (c) The Employer will provide to each employee a statement indicating the total accumulated sick leave and gratuity pay to the employee's credit as of December 31st and such statement shall be in writing and given to the employee not later than the last day of the month of February of the succeeding calendar year.

13.8 Workers' Compensation

- (a) Where the first day or part day is not paid by the Workers' Compensation Board, this day or part day shall be paid by the Employer and shall be deducted from accumulated sick leave but not from gratuity pay.
- (b) An employee who has completed six (6) months' of continuous service and whose claim for WCB temporary disability benefits is accepted by the WCB, shall assign the employee's WCB cheque to the Employer and the Employer shall pay the employee's approximate net salary. If the WCB disallows an employee's claim, or if there is a period of delay prior to the claim being accepted, the Employer will pay approximate net salary to the employee until the employee's sick leave, gratuity, vacation and overtime credits are exhausted. Where the WCB subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the claim.
- (c) The status of fringe benefits in the case of an employee in receipt of W.C.B. pay shall be as follows:

- (i) Sick Leave: monthly credits to continue accumulating as normal;
- (ii) Gratuity: to be unaffected by the WCB absence;
- (iii) Vacations: to be unaffected by the WCB absence;
- (iv) Public Holidays: full pay to be provided for the day on which the holiday is observed, but no compensating day is to be provided in lieu;
- (v) Increments: to be unaffected by any WCB absence of less than 3 months; to be deferred by one month for each complete month of WCB absence commencing with the fourth month of WCB absence;
- (vi) Seniority: to continue accumulating as normal;
- (vii) Leave of Absence: to be ineligible for any other paid leave of absence during the WCB absence.

13.9 Superannuation and Retirement Allowances

All employees eligible shall be covered by the provisions of the Pension (Municipal) Act, providing that a Temporary Full-Time Employee shall not be eligible until the completion of twelve (12) months of continuous service.

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

13.10 Unemployment Insurance

That all employees be covered by Unemployment Insurance.

14. WORKING CONDITIONS

14.1 Hours of Work

- (a) The regular hours of work shall be eight and one-half (8½) hours inclusive of one-half (½) hour for lunch per day, beginning at 7:00 a.m. at the designated service centre (maximum of five (5)), or, in the case of capital projects of three (3) weeks or more in duration, at the work site or such other place as may be mutually agreed upon between the parties to this Agreement, and ending at 5:00

p.m. at the designated service centre (maximum of five (5)), or, in the case of capital projects of three (3) weeks or more in duration, at the work site or such other place as may be mutually agreed upon between the parties to this Agreement, Monday through Friday inclusive, constituting a five (5) day week of forty (40) hours per week.

- (b) It shall be the duty of all employees to report for work each and every working day at the prescribed hour and finding that an employee is unable to work due to weather conditions or through no fault of their own, or unless a notice has been posted on the Notice Board before 3:30 p.m. the preceding day, or unless the employee has been notified that such employee is not to report for work, the employee shall be allowed two (2) hours' pay, provided the employee is available for work.
- (c) Employees shall be allowed a rest period of ten (10) minutes at 10:00 a.m. and 2:30 p.m., however, the time(s) may be varied at the discretion of the employee in charge who will take into consideration the nature and requirements of the particular work involved, and the starting time of the employee's shift.
- (d) The lunch period shall be one-half ($\frac{1}{2}$) hour from 12:00 to 12:30 p.m., however, the time(s) may be varied at the discretion of the employee in charge who will take into consideration the nature and requirements of the particular work involved, and the starting time of the employee's shift.
- (e) Those employees working a shift other than regular day shift, shall be allowed a rest period of ten (10) minutes, during the first half and during the second portion of such shift.
- (f) The Employer agrees that no employee's current normal shift will be changed nor will any subsequent change be instituted without reasonable notice, except in an emergency.
- (g) It is agreed that the normal daily hours of work for certain classes of employees may fall outside the standard definition in (a) above. Subject to the Union's concurrence in each instance, an employee's normal work week may be altered so as to consist of any five (5) consecutive eight hour days other than Monday to Friday. Agreed exceptions are detailed in Schedule "B". Classes included in this Schedule may be altered or added to as necessary according to Employer requirements, by mutual consent of the parties hereto, and such consent shall not be unreasonably withheld by the Union.

14.2 Promotional Policy

- (a) In making promotions, demotions, transfers, or re-employment, the required knowledge, ability and skills for the position shall be the primary consideration, and where two or more employees are capable of fulfilling the duties of the position, the length of service shall be the determining factor.

Selection shall be made at the discretion of the Municipal Engineer or delegate and the employees shall retain the right of appeal under the Grievance Procedure contained in this Agreement.

- (b) All promotions and transfers shall be on the basis of the first six (6) months being a trial period. If during the six (6) months' trial period in another classification it is proven that the employee is incapable of fulfilling the duties of the new position, the employee shall revert to their former classification.
- (c) At the discretion of the Engineer, an employee may be temporarily appointed to fulfill the duties of a Foreman or Superintendent and shall be paid the scheduled rate for that position while so employed. The employee concerned is to be fully briefed as to the rate of pay and working schedule as is required for the position.

14.3 Rights of Employees Promoted out of the Bargaining Unit

- (a) In the event of an employee being promoted from a position for which the Union either had bargaining authority at the time of the promotion or subsequently obtained bargaining authority, to a position whether included in or excluded from the Union Contract, and such employee being subsequently laid off or demoted to a position for which the Union has bargaining authority, the Employer shall have the right to place such employee in the position previously held by the employee or in any vacant position for which such employee is considered qualified. The employee, if so placed as the result of being laid off or demoted, shall suffer no loss of seniority and such seniority shall be the employee's total length of service with the Employer.
- (b) When an employee is promoted to a position which is beyond the jurisdiction of the Union, the employee concerned shall retain seniority in their previous job for the period of six (6) months, and shall pay Union Dues for the duration of probation in the new position.

14.4 Probationary Period

- (a) New employees shall be considered to be on a probationary basis until the completion of six (6) months' satisfactory service. Upon completion of this

probationary period, such employee will become permanent and seniority shall be back to the first day commencing this probation period.

- (b) It is agreed and understood that one (1) month shall mean twenty-two (22) working days and in the event that an employee accumulates a total of one hundred and thirty-two (132) working days within a period of one year as a probationary employee, the employee shall be considered to be a member of the regular staff and entitled to fringe benefits and recognition of the accumulated period of service with respect to seniority, provided, however, it is understood and agreed that unless Winter Works service is preceded, or followed, by service on the regular staff, such Winter Works Service shall not apply in the accrual of seniority or its contingent benefits.
- (c) Individuals hired on a temporary basis will not be covered under the provisions of paragraph (a) and (b) and will be so notified at date of hiring. This does not preclude an individual hired on a temporary basis from being reclassified as provided for in paragraph (a) and (b).
- (d) All permanent employees classified as Labourer I shall be reclassified to the position of Labourer II after the completion of one (1) year's continuous employment.

14.5 Layoffs

- (a) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall notify all employees who have acquired seniority rights in either a regular seniority pool or an auxiliary seniority pool who are to be laid-off at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, such employee shall be paid for those days for which work was not made available.
- (b) Employees shall be laid-off in the reverse order of the bargaining unit-wide seniority, provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower position.
- (c) In the event of layoffs due to lack of work, weather conditions, etc., and the employees are subsequently re-employed within six (6) months, the employee shall be credited with previous service for the purpose of determining length of service in connection with the vacations and other benefits based on length of service.

14.6 Recall

- (a) Employees shall be recalled to positions for which they are qualified, in the order of their bargaining unit-wide seniority.
- (b) No new employees shall be hired following a layoff until those who are laid-off have been given a reasonable opportunity of recall as follows. The Employer shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order provided that they respond within the stipulated time limits. Upon making contact with an employee, the Employer shall specify the time when the employee shall report for work. An employee who does not respond within forty-eight (48) hours of the Employer's initial attempt to make contact, or who refuses to report for work, shall be dropped to the bottom of the appropriate list for recall. An employee shall report to work at the time specified by the Employer or, in extenuating circumstances, within two weeks of the Employer's initial attempt to make contact. Each employee on layoff will be responsible for keeping the Employer notified of a current contact point through which the employee can be reached.

14.7 Special Shifts and Allowances

(a) Municipal Garage

A special shift may be arranged between the Engineer and the Head Mechanic for reasons of efficiency in the maintenance of mobile equipment. However, those employed on such shifts shall receive two (2) consecutive days off, one of which shall be Sunday.

(b) Water Works

- (1) The Water Works Section may operate sixteen (16) hours with shifts from 8:00 a.m. to 4:30 p.m. and 4:00 p.m. to midnight.
- (2) The 4:00 p.m. to midnight shift shall be a permanent shift and shall work Monday to Friday (inclusive).

- (c) In addition to the foregoing, the following provisions shall prevail and continue with respect to such shifts:

In the event an employee is required to work a shift other than eight and one-half (8½) hours, inclusive of one-half (½) hour lunch period, between 7:00 a.m. and 5:00 p.m., and where less than fifteen (15) clear hours elapse prior to the cessation of work on the regular shift and the commencement of work on the special shift, or where less than fifteen (15) hours elapse between the ending of

the special shift and the commencement of work on the regular shift, then such employee shall be paid double time until the fifteen (15) hours has elapsed.

Where a shift is instituted other than eight and one-half (8½) hours, inclusive of one-half (½) hour lunch period, between 7:00 a.m. and 5:00 p.m, the shift shall be eight (8) consecutive hours in a twenty-four (24) hour period following the commencement of such shift.

Where an employee is working a shift other than regular day shift, such employee shall be paid:

(1) Shift Differential

Except as otherwise noted in the Agreement, all employees shall be paid a shift differential of seventy-five cents (75¢) payable for those hours of a regular shift worked outside the exempt hours of work; provided, however, that if more than one-half (½) of the hours of the regular shift so worked fall outside the exempt hours of work, the shift differential shall be paid for all regular hours worked on the shift.

For the purpose of this Clause 14.7(c)(1) "exempt hours of work" means the regular hours of work for an employee within the range of 7 a.m. to 5 p.m. together with the hour immediately preceding and the hour immediately following such regular hours of work.

For example, if the regular hours of work are 7:00 a.m. to 3:30 p.m., the exempt hours of work would be 6:00 a.m. to 4:30 p.m. If the regular hours of work are 7:30 a.m. to 4:00 p.m., then the exempt hours of work would be 6:30 a.m. to 5:00 p.m.

- (2) Overtime rates shall apply when the employee is required to work beyond eight (8) hours in the twenty-four (24) hour period above mentioned.
- (3) The Employer guarantees the employees a minimum of forty (40) hours' pay, exclusive of overtime work during the week, when such employee is working on a special shift.
- (d) Operators of the C14 and the Bulldozer shall book one (1) hour per day at time and one-half in excess of their regular shift for the maintenance and servicing of their equipment.

14.8 Dirty Pay Premiums

Employees who are required to work in raw sewage shall be paid fifty cents (50¢) per hour extra for the time actually engaged in such work. The minimum time to be paid shall be one (1) hour.

14.9 Job Postings

- (a) When a vacancy occurs in any class of employment or a new position is created, including temporary positions, but excluding classification of Labourer 1, notice pertaining thereto will be posted at least five (5) working days prior to anyone fulfilling the vacancy or new position. Notices shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range, and anticipated length of any temporary assignment, if posted. All job postings shall state "this position is open to male and female applicants". The notice to be posted in such conspicuous places as agreed upon between the Union and Employer. All applications to be forwarded to the Personnel Department.

A copy of the job posting shall be available to the Union and the Union shall be advised of the name(s) of the successful applicant(s) within ten (10) days of the appointment being made.

- (b) In selecting the applicant, the Employer agrees that authorized officials will screen the applications.

14.10 Sexual Harassment

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

15. GRIEVANCE PROCEDURE

- (a) Any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application or operation of this Agreement or any alleged violation thereof, including any question as to whether any matter is arbitrable, shall without stoppage of work, be the subject of discussion between the Union and the Employer and shall be finally and conclusively settled in the following manner:

Step 1

Within thirty (30) calendar days of the date on which the incident giving rise to the grievance occurred or of the date when the employee(s) first became aware of the incident, whichever is later, the employee(s) and the Union shall submit the grievance to the Manager in writing, including the particulars of the alleged violation, the clauses violated, the date and circumstances of the incident and the remedy being sought. The Manager and employee(s) (who shall be entitled to Union representation) shall meet to discuss the grievance and the Manager shall render a written decision within ten (10) calendar days of receiving the written grievance.

Step 2

Failing satisfactory settlement at Step 1, the Union shall, within ten (10) calendar days of receiving the Employer's response, refer the grievance in writing to the Public Works Administrator. The Public Works Administrator shall meet with the Union and shall render the decision within ten (10) calendar days of the grievance being referred.

Any dispute between the Employer and the Union which is beyond the jurisdiction of any one Manager may be submitted by the Union directly to the Public Works Administrator.

Step 3

Failing satisfactory settlement at Step 2, the Union shall, within ten (10) calendar days of receiving the Public Works Administrator's response, refer the grievance, in writing to the Grievance Committee of the Employer. The Grievance Committee of the Employer shall meet with the Union within ten (10) calendar days of the grievance being referred and shall render its decision within ten (10) calendar days of the meeting with the Union.

Step 4

Failing satisfactory settlement at Step 3, the Union may, within thirty (30) calendar days, refer the grievance to a Board of Arbitration.

The Board of Arbitration shall consist of one nominee appointed by the Employer and one appointed by the Union. These two nominees shall name a third member who shall be Chair.

Should the nominees fail to select a Chair within ten (10) calendar days, then either party to the Agreement may apply to the Minister of Labour for the

Province of British Columbia to appoint such third member. Each party shall pay the expenses of their nominee and shall pay half the expenses of the Chair.

Within ten (10) calendar days following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding on the parties.

By mutual agreement the Employer and the Union may appoint a single arbitrator in place of the Board of Arbitration. The decision of the single arbitrator shall be final and binding on both parties. Each party shall pay half the expenses of the single arbitrator.

(b) Time Limits

The above time limits may be extended by mutual agreement of the Employer and the Union.

15.1 Wrongful Dismissal

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

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

16. LEAVE OF ABSENCE

16.1 Leave of Absence - Union Officials

- (a) All applications for leave of absence whether with or without pay shall be granted only to those official Union Representatives whose absence in any specific case does not interfere with the operation of the Employer. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
- (b) With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Employer's contribution on behalf of each such representative for Group Life Insurance coverage, Medical,

Dental and Extended Health Coverage, Sickness and Accident Insurance coverage and Municipal Superannuation. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.

- (c) Upon application to, and upon receiving the permission of the Personnel Director or Personnel Manager in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Employer or for the purpose of settling a grievance as outlined elsewhere in this Agreement. Not more than three such official representatives shall be granted leave of absence without loss of pay for the time so spent. Further official representatives may be granted leave of absence without pay.
- (d) Upon application to, and upon receiving the permission of the Personnel Director or Personnel Manager in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the National and B.C. Divisional Conventions of the C.U.P.E., the Annual Convention of the B.C. Federation of Labour and the Biennial Convention of the Canadian Labour Congress.
- (e) Upon application to, and upon receiving the permission of the Personnel Director or Personnel Manager in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.
- (f) The Employer agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing duties as an officer of the Union shall not lose seniority in the service of the Employer and shall continue to accumulate seniority while performing such duties. Upon retirement from duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the employee's former position was allocated and for which the employee is qualified if any position within such class is held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which the employee is qualified.
- (g) The Employer agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the Vancouver Labour Council, the B.C. Federation of Labour or the Canadian Labour Congress shall be granted leave of absence without pay and shall not lose seniority in the service of the Employer while on such leave of absence. Upon termination

of such period of office, such an employee may return to the first vacant position for which the employee is qualified in the service of the Employer.

- (h) The Union shall provide the Employer with a list of its elected officers, job stewards, and any other official representatives. The list shall be kept current by the Union at all times.

16.2 Bereavement Leave

- (a) Any Regular Full-Time Employee or Temporary Full-Time Employee who has completed six (6) months of employment, may be granted compassionate leave without loss of pay for a period not to exceed three (3) working days in the following events:

- (1) in the case of the death of the employee's wife, husband, child, ward, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian or common-law spouse; or
- (2) in the case of the death of any other relative if living in the employee's household.

(Note: Regular Part-Time Employees are eligible for bereavement leave in accordance with Schedule "C", paragraph 22(1).)

- (b) Any employee who qualifies for emergency leave without loss of pay under paragraph (a) herein, and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under paragraphs (a) and (b) herein shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for emergency leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation if approved by the Department Head. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of pay.

- (e) Upon application to, and upon receiving the permission of the Department Head, an employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by paragraph (a) herein.

16.3 Jury Duty and Witness Fees

Any employee called for Jury Duty or as a witness on behalf of the Crown will be allowed time-off during the period of such duty up to and including ten (10) working days. The employee's regular pay will be continued and any remuneration received for such duty will be remitted to the Personnel Director. In special circumstances, the Employer may extend payment on the above basis beyond the time limit imposed above.

16.4 Maternity and Parental Leave

- (a) Length of Leave

Birth Mother

A pregnant employee shall be entitled to up to eighteen (18) consecutive weeks of maternity leave and up to twelve (12) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

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

Birth Father and Adoptive Parent

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

Extensions - Special Circumstances

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

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

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

(b) Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

(c) Return to Work

On resuming employment an employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay

shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

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

(e) Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (2) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Pension (Municipal) Act.

(f) 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 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.

17. GENERAL PROVISIONS

- (a) Adequate protection from weather shall be given to all employees riding to and from work in the back of trucks, or any open vehicles that do not furnish protection from the weather.
- (b) Any working conditions, holiday benefits, welfare benefits or other conditions of employment at present in force and recognized by both parties which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect for the duration of this Agreement.

- (c) In the event of discussions being considered necessary by either party during the term of this Agreement relating to rates of pay, hours of work or other working conditions, it is agreed that either party may require the other party to meet in order to carry on such discussions.
- (d) As a condition of being appointed to the permanent staff, every new employee shall, within the first six (6) months of service, file a Certificate of Birth or satisfactory proof of age as may be required by the Employer.
- (e) All Equipment Drivers and Paddy Men will be given the opportunity to operate the machine they are servicing for the purpose of being able to fully operate same, under favourable circumstances, one (1) hour per day will be deemed sufficient.
- (f) It is understood and agreed that with reference to seniority, where an employee has entered the Armed Forces, while in the employ of the Employer, and upon return from the Armed Forces has returned to the employ of the Employer, such employee shall be credited with the period of time in the Armed Forces as though it were with the Employer. This is to be in effect only during a period of declared hostilities.

18. CLOTHING

- (a) The Employer will supply and launder coveralls for employees in the Sanitation Department, Sewer Department, Water Department, Garage, Paint Shop, Pesticide Spraying, and for employees required to service the equipment they are operating away from the Works Yard and any other employee where deemed necessary and approved by the Municipal Engineer or designate.
- (b) Employees who are required to do work for the Employer that will entail the wearing of rubber boots shall be permitted to requisition such rubber boots from the Municipal Stores on the authority of the Foreman in charge of such employees.
- (c) The Employer will provide one (1) pair of carpentry coveralls per year to each permanent Trades Carpenter.
- (d) It is agreed that a policy will be established regarding the issuance of coveralls so that they are distributed on a more consistent basis without the Employer assuming any additional cost.

19. TOOL REIMBURSEMENT FOR MECHANICS

Mechanics who are required to use their own tools shall be reimbursed up to \$150.00 per calendar year, non-accumulative, for the purchase of approved new tools that are required in the performance of their duties. The Employer shall provide fire and theft insurance for Mechanics' tools that are used in their work and are stored at the works yard in the amount of \$10,000.00 per Mechanic. The insurance will include a deductible of up to \$250.00 payable by the employee.

Effective 2000 October 04, in any case where a Trades 2 Mechanic is required by the Employer to provide their own mechanics' hand tools to perform their work for the Employer, such employee shall be paid a flat Tool Allowance in the amount of forty dollars (\$40.00) bi-weekly.

20. DISABLED EMPLOYEES

Where an employee has been incapacitated by compensable injury or occupational disease, or where an employee through advancing years or other disablement becomes unable to perform their regular duties, the Employer will endeavour to find other suitable employment which the employee is capable of performing. The Employer need not have regard to the seniority provisions of the Agreement, except that no disabled employee may displace an employee possessing more seniority. The Union agrees that the disabled employee for whom the Employer is able to provide other suitable employment, shall be paid the appropriate rate for the work which the employee performs.

21. CLASSIFICATION AND EVALUATION OF POSITIONS

The classification, evaluation, reclassification and revaluation of positions covered by this Agreement shall be determined in accordance with the procedure set forth in the current Classification and Evaluation Agreement made between the Employer and the Union.

22. TECHNOLOGICAL CHANGE

During the term of this Agreement any dispute arising in relation to adjustment to Technological Change shall be discussed between the bargaining representatives of the two parties to this Agreement.

Where the Employer introduces, or intends to introduce, a Technological Change, that:

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

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board constituted under Clause 15 of this Agreement, by-passing all other steps in the Grievance Procedure.

The Arbitration Board shall decide whether or not the Employer has introduced or intends to introduce a Technological Change, and upon deciding that the Employer has or intends to introduce a Technological Change, the Arbitration Board:

- (a) shall inform the Minister of Labour of its findings; and
- (b) may then or later make any one or more of the following orders:
 - (1) That the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
 - (2) that the Employer will not proceed with the Technological Change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
 - (3) that the Employer reinstate any employee displaced by reason of the Technological Change;
 - (4) that the Employer pay to that employee such compensation in respect of displacement as the Arbitration Board considers reasonable;
 - (5) that the matter be referred to the Labour Board and upon such reference being made, the provisions of Section 77 of the Labour Code of British Columbia shall apply.

The Employer will give to the Union in writing at least ninety (90) days' notice of any intended Technological Change that:

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

23. ACCESS TO PERSONNEL RECORDS

- (a) An employee or designate shall have access to all material in their official file at a time mutually convenient to the employee and the Personnel Department.
- (b) Examination of the contents of their official personnel file shall be in the presence of a person authorized by the Personnel Department.
- (c) An employee and Union shall be provided with a copy of all letters of reprimand, censure, and any other document which may be the basis of disciplinary action at the time of filing.
- (d) An employee upon request, shall be entitled to receive a copy of any document contained within their file at the time of examination.
- (e) Should an employee dispute any entry or document in their personnel file, they shall be entitled to recourse to the Grievance Procedure.
- (f) Eventual resolution of any dispute shall be part of the person's official personnel file.
- (g) The Employer agrees not to introduce as evidence in any hearing any document from the official personnel file of an employee, the existence of which the employee was not aware at the time of filing.
- (h) Letters of censure, reprimand, discipline and all adverse statements shall be removed from the employee's file after the expiration of twenty-four (24) months from the date it was issued, provided there has not been a further infraction.

24. INTERPRETATION

Interpretation of this Agreement shall be made by the Personnel Department only and the Union, subject to Grievance Procedure laid down in Clause 15 of this Agreement.

25. CHANGES AFFECTING THE AGREEMENT

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

of employment by any implementation of such change, they shall receive priority consideration for other employment with the Employer.

26. OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

An Occupational Health and Safety Committee shall be established consisting of three (3) representatives of the Employer and three (3) Union-appointed representatives. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Administrator.

27. MISCELLANEOUS ITEMS

The Schedules attached hereto and marked with the letters "A", "B", "C", "D", "E" and "F" shall form part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year in which this Agreement takes effect.

Sealed with the Seal of the CITY OF RICHMOND and signed by:

Sealed with the Seal of the RICHMOND PUBLIC EMPLOYEES' UNION, LOCAL 394, and signed by:

MAYOR

PRESIDENT

MUNICIPAL CLERK

SECRETARY

Date

Date

SCHEDULE "A"

KEY: A = 2000 January 01 - December 31
 B = 2001 January 01 - 2002 March 31
 C = 2002 April 01 - December 31

| <u>Classification</u> | <u>Payroll Rate Code</u> | <u>Effec. Date</u> | <u>Hourly Rate</u> |
|--|----------------------------------|------------------------|-------------------------------|
| Asphalt Raker | 102 | A | 18.62 |
| | | B | 18.99 |
| | | C | 19.56 |
| Ass't Foreman Sanitation (M/F) | | A | 20.69-21.32-22.02 |
| | | B | 21.10-21.75-22.46 |
| | | C | 21.73-22.40-23.13 |
| Ass't Foreman Water | 126 | A | 21.32-22.02-22.77 |
| | | B | 21.75-22.46-23.23 |
| | | C | 22.40-23.13-23.93 |
| Ass't Water Service Maintenance Worker | 200 | A | 21.86 |
| | | B | 22.30 |
| | | C | 22.97 |
| Automotive Service Worker | 104 | A | 18.47 |
| | | B | 18.84 |
| | | C | 19.41 |
| Concrete Finisher | 108 | A | 20.21 |
| | | B | 20.61 |
| | | C | 21.23 |
| Concrete Finisher & Utility Worker | 181 | A | 23.29 |
| | | B | 23.76 |
| | | C | 24.47 |
| Electronics Technologist | | A | 22.06-23.00-23.95-24.94-26.02 |
| | | B | 22.50-23.46-24.43-25.44-26.54 |
| | | C | 23.18-24.16-25.16-26.20-27.34 |

SCHEDULE "A" (cont'd)

KEY: A = 2000 January 01 - December 31
 B = 2001 January 01 – 2002 March 31
 C = 2002 April 01 - December 31

| <u>Classification</u> | <u>Payroll Rate Code</u> | <u>Effec. Date</u> | <u>Hourly Rate</u> |
|------------------------------|----------------------------------|------------------------|--------------------|
| Equipment Maintenance Person | 124 | A | 23.29 |
| | | B | 23.76 |
| | | C | 24.47 |
| Equipment Operator I | 110 | A | 18.75 |
| | | B | 19.13 |
| | | C | 19.70 |
| Equipment Operator II | 112 | A | 19.22 |
| | | B | 19.60 |
| | | C | 20.19 |
| Equipment Operator III | 114 | A | 19.44 |
| | | B | 19.83 |
| | | C | 20.42 |
| Equipment Operator IV | 116 | A | 19.72 |
| | | B | 20.11 |
| | | C | 20.71 |
| Equipment Operator IVA | 118 | A | 20.43 |
| | | B | 20.84 |
| | | C | 21.47 |
| Equipment Operator IVB | 120 | A | 20.87 |
| | | B | 21.29 |
| | | C | 21.93 |
| Equipment Operator V | 122 | A | 21.62 |
| | | B | 22.05 |
| | | C | 22.71 |

SCHEDULE "A" (cont'd)

KEY: A = 2000 January 01 - December 31
 B = 2001 January 01 – 2002 March 31
 C = 2002 April 01 - December 31

| <u>Classification</u> | <u>Payroll Rate Code</u> | <u>Effec. Date</u> | <u>Hourly Rate</u> |
|--|----------------------------------|------------------------|--------------------|
| First Aid Attendant | 102 | A | 18.62 |
| | | B | 18.99 |
| | | C | 19.56 |
| Foreman (M/F) | 127 | A | 22.81-23.50-24.34 |
| | | B | 23.27-23.97-24.83 |
| | | C | 23.97-24.69-25.57 |
| Foreman I (M/F) | 126 | A | 21.32-22.02-22.77 |
| | | B | 21.75-22.46-23.23 |
| | | C | 22.40-23.13-23.93 |
| Foreman - Public Works (M/F) | 128 | A | 24.60-25.53-26.38 |
| | | B | 25.09-26.04-26.91 |
| | | C | 25.84-26.82-27.72 |
| Foreman - Road Maintenance (M/F) | 127 | A | 22.81-23.50-24.34 |
| | | B | 23.27-23.97-24.83 |
| | | C | 23.97-24.69-25.57 |
| Foreman - Sanitary Pump Stations (M/F) | 121 | A | 24.60-25.53-26.38 |
| | | B | 25.09-26.04-26.91 |
| | | C | 25.84-26.82-27.72 |
| Foreman - Sanitation (M/F) | 129 | A | 24.60-25.53-26.38 |
| | | B | 25.09-26.04-26.91 |
| | | C | 25.84-26.82-27.72 |
| Foreman - Storm Pump Stations (M/F) | 123 | A | 24.60-25.53-26.38 |
| | | B | 25.09-26.04-26.91 |
| | | C | 25.84-26.82-27.72 |

SCHEDULE "A" (cont'd)

KEY: A = 2000 January 01 - December 31
 B = 2001 January 01 – 2002 March 31
 C = 2002 April 01 - December 31

| <u>Classification</u> | <u>Payroll Rate Code</u> | <u>Effec. Date</u> | <u>Hourly Rate</u> |
|------------------------------------|----------------------------------|------------------------|--------------------|
| Foreman I - Horticulture (M/F) | | A | 24.53-25.29-26.05 |
| | | B | 25.02-25.80-26.57 |
| | | C | 25.77-26.57-27.37 |
| Golf Course Attendant | 144 | A | 21.86 |
| | | B | 22.30 |
| | | C | 22.97 |
| Hydrant & Valve Maintenance Worker | 135 | A | 19.85 |
| | | B | 20.25 |
| | | C | 20.86 |
| Labourer I | 146 | A | 17.81 |
| | | B | 18.17 |
| | | C | 18.72 |
| Labourer II | 148 | A | 18.01 |
| | | B | 18.37 |
| | | C | 18.92 |
| Labourer III | 150 | A | 18.30 |
| | | B | 18.67 |
| | | C | 19.23 |
| Lead Hand – Trades | 107 | A | 23.85 |
| | | B | 24.33 |
| | | C | 25.06 |
| Parks Attendant | 105 | A | 19.09 |
| | | B | 19.47 |
| | | C | 20.05 |

SCHEDULE "A" (cont'd)

KEY: A = 2000 January 01 - December 31
 B = 2001 January 01 – 2002 March 31
 C = 2002 April 01 - December 31

| <u>Classification</u> | <u>Payroll Rate Code</u> | <u>Effec. Date</u> | <u>Hourly Rate</u> |
|---|----------------------------------|------------------------|--------------------|
| Pipelayer | 152 | A | 19.22 |
| | | B | 19.60 |
| | | C | 20.19 |
| Pump Station Service Worker | 158 | A | 23.29 |
| | | B | 23.76 |
| | | C | 24.47 |
| Recycling Depot/Compost Garden Attendant | 103 | A | 19.69 |
| | | B | 20.08 |
| | | C | 20.68 |
| Salvage Worker - Waterworks | 153 | A | 18.75 |
| | | B | 19.13 |
| | | C | 19.70 |
| Screen Process Technician | 154 | A | 23.53 |
| | | B | 24.00 |
| | | C | 24.72 |
| Service Station Attendant | 155 | A | 18.01 |
| | | B | 18.37 |
| | | C | 18.92 |
| Sign Maintenance Worker | 160 | A | 18.75 |
| | | B | 19.13 |
| | | C | 19.70 |
| Small Equipment Service Worker | 164 | A | 18.30 |
| | | B | 18.67 |
| | | C | 19.23 |

SCHEDULE "A" (cont'd)

KEY: A = 2000 January 01 - December 31
 B = 2001 January 01 – 2002 March 31
 C = 2002 April 01 - December 31

| <u>Classification</u> | <u>Payroll Rate Code</u> | <u>Effec. Date</u> | <u>Hourly Rate</u> |
|--|----------------------------------|------------------------|-------------------------------|
| Storekeeper/Buyer - Garage | 101 | A | 18.75-19.53-20.34-21.18-22.06 |
| | | B | 19.13-19.92-20.75-21.60-22.50 |
| | | C | 19.70-20.52-21.37-22.25-23.18 |
| Stores Attendant I | 206 | A | 15.95-16.62-17.30-18.00-18.75 |
| | | B | 16.27-16.95-17.65-18.36-19.18 |
| | | C | 16.76-17.46-18.18-18.91-19.70 |
| Stores Attendant II – Buyer | 100 | A | 18.75-19.53-20.34-21.18-22.06 |
| | | B | 19.13-19.92-20.75-21.60-22.50 |
| | | C | 19.70-20.52-21.37-22.25-23.18 |
| Stores Supervisor – Buyer | | A | 23.00-23.95-24.94-26.02-27.14 |
| | | B | 23.46-24.43-25.44-26.54-27.68 |
| | | C | 24.16-25.16-26.20-27.34-28.51 |
| Sub-Foreman - Hydrants & Valves (M/F) | 143 | A | 20.21 |
| | | B | 20.61 |
| | | C | 21.23 |
| Sub-Foreman - Mechanic (M/F) | 141 | A | 23.85 |
| | | B | 24.33 |
| | | C | 25.06 |
| Sub-Foreman I (M/F) | 133 | A | 19.44 |
| | | B | 19.83 |
| | | C | 20.42 |
| Sub-Foreman II (M/F) | 135 | A | 19.85 |
| | | B | 20.25 |
| | | C | 20.86 |

SCHEDULE "A" (cont'd)

KEY: A = 2000 January 01 - December 31
 B = 2001 January 01 – 2002 March 31
 C = 2002 April 01 - December 31

| <u>Classification</u> | <u>Payroll Rate Code</u> | <u>Effec. Date</u> | <u>Hourly Rate</u> |
|---|----------------------------------|------------------------|--------------------|
| Supervisor - Equipment | 126 | A | 21.32-22.02-22.77 |
| | | B | 21.75-22.46-23.23 |
| | | C | 22.40-23.13-23.93 |
| Swamper-Operator | | A | 19.06 |
| | | B | 19.44 |
| | | C | 20.02 |
| Tool Maintenance Worker | | A | 18.62 |
| | | B | 18.99 |
| | | C | 19.56 |
| Trades Foreman I (M/F) | 130 | A | 24.79-25.56-26.37 |
| | | B | 25.29-26.07-26.90 |
| | | C | 26.05-26.85-27.71 |
| Trades Foreman - Garage (M/F) | 132 | A | 26.37-27.27-28.15 |
| | | B | 26.90-27.82-28.71 |
| | | C | 27.71-28.65-29.57 |
| Trades I - Mechanic - Painter | 166 | A | 21.86 |
| | | B | 22.30 |
| | | C | 22.97 |
| Trades II - Automotive Body Worker - Carpenter - Electrician - Gardener - Mechanic - Painter - Welder | -- | A | 23.29 |
| | 170 | B | 23.76 |
| | 180 | C | 24.47 |
| | 168 | | |
| | 172 | | |
| | 176 | | |
| | 174 | | |

SCHEDULE "A" (cont'd)

KEY: A = 2000 January 01 - December 31
 B = 2001 January 01 – 2002 March 31
 C = 2002 April 01 - December 31

| <u>Classification</u> | <u>Payroll Rate Code</u> | <u>Effec. Date</u> | <u>Hourly Rate</u> |
|-----------------------------------|----------------------------------|------------------------|--------------------|
| Trades - Small Equipment Mechanic | 165 | A | 21.86 |
| | | B | 22.30 |
| | | C | 22.97 |
| Tree Pruner 1 | 211 | A | 18.85 |
| | | B | 19.23 |
| | | C | 19.81 |
| Tree Pruner 2 | 212 | A | 19.85 |
| | | B | 20.25 |
| | | C | 20.86 |
| Truck Driver - Parks & Leisure | 185 | A | 18.94 |
| | | B | 19.32 |
| | | C | 19.90 |
| Truck Driver I | 190 | A | 18.62 |
| | | B | 18.99 |
| | | C | 19.56 |
| Truck Driver II | 192 | A | 19.09 |
| | | B | 19.47 |
| | | C | 20.05 |
| Truck Driver III | 194 | A | 19.30 |
| | | B | 19.69 |
| | | C | 20.28 |
| Truck Driver I - Scavenging | | A | 19.09 |
| | | B | 19.47 |
| | | C | 20.05 |

SCHEDULE "A" (cont'd)

KEY: A = 2000 January 01 - December 31
 B = 2001 January 01 – 2002 March 31
 C = 2002 April 01 - December 31

| <u>Classification</u> | <u>Payroll Rate Code</u> | <u>Effec. Date</u> | <u>Hourly Rate</u> |
|--|----------------------------------|------------------------|--------------------|
| Truck Driver II - Scavenging | | A | 19.30 |
| | | B | 19.69 |
| | | C | 20.28 |
| Truck Driver III - Scavenging | | A | 19.46 |
| | | B | 19.85 |
| | | C | 20.45 |
| Truck Driver - Low Bed Trailer | 186 | A | 19.69 |
| | | B | 20.08 |
| | | C | 20.68 |
| Truck Driver and Fuel Attendant | 189 | A | 18.62 |
| | | B | 18.99 |
| | | C | 19.56 |
| Utility Worker - Pump Stations | 110 | A | 18.75 |
| | | B | 19.13 |
| | | C | 19.70 |
| Utility Worker – Waterworks | 110 | A | 18.75 |
| | | B | 19.13 |
| | | C | 19.70 |
| Water Services Maintenance Worker | 203 | A | 23.29 |
| | | B | 23.76 |
| | | C | 24.47 |
| <u>APPRENTICESHIP RATES*:</u> | | | |
| 1 st 6 months--70% of Journeyman rate | | A | 17.81 |
| | | B | 18.17 |
| | | C | 18.72 |

SCHEDULE "A" (cont'd)

KEY: A = 2000 January 01 - December 31
 B = 2001 January 01 – 2002 March 31
 C = 2002 April 01 - December 31

| <u>Classification</u> | <u>Payroll Rate Code</u> | <u>Effec. Date</u> | <u>Hourly Rate</u> |
|--|----------------------------------|------------------------|--------------------|
| 2 nd 6 months--72.5% of Journeyman rate | A | | 17.81 |
| | B | | 18.17 |
| | C | | 18.72 |
| 3 rd 6 months--75% of Journeyman rate | A | | 17.81 |
| | B | | 18.17 |
| | C | | 18.72 |
| 4 th 6 months--77.5% of Journeyman rate | A | | 18.05 |
| | B | | 18.41 |
| | C | | 18.96 |
| 5 th 6 months--80% of Journeyman rate | A | | 18.63 |
| | B | | 19.01 |
| | C | | 19.58 |
| 6 th 6 months--82.5% of Journeyman rate | A | | 19.21 |
| | B | | 19.60 |
| | C | | 20.19 |
| 7 th 6 months--85% of Journeyman rate | A | | 19.80 |
| | B | | 20.20 |
| | C | | 20.80 |
| 8 th 6 months--90% of Journeyman rate | A | | 20.96 |
| | B | | 21.38 |
| | C | | 22.02 |

*Provided that the minimum rate shall be the Labourer I rate.

Derivation of Bi-Weekly and Monthly Rates

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

$$\begin{array}{rcl} \text{hourly} & \times & \text{bi-weekly} \\ \text{rate} & & \text{hours} \end{array} = \text{bi-weekly rate (taken} \\ & & \text{to 2 decimal places)}$$

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

- (a) Employees shall be paid the 1st increment rate and subsequently shall proceed to the 2nd and 3rd increment as per Agreement.
- (b) There shall be four (4) increment dates as follows: January 1st, April 1st, July 1st and October 1st, to commence on the pay period, the first day of which is nearest to the above dates.
- (c) The following provisions shall apply to the Foreman and Sub-Foreman (Dykes and Drainage):
 1. All time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours per week which pertains solely to the normal maintenance and/or repair of flood boxes and/or drainage pumps within, and due to normal tidal water conditions necessitating that work be carried out during non-standard hours is compensated for in the monthly salary. All other overtime or callouts shall be deemed to be of an emergency nature and will be compensated for at the appropriate overtime rate.
 2. Where a Public Holiday is worked, double time shall be paid in addition to that day's regular pay.
 3. Where overtime is worked on the sixth or seventh day following five (5) consecutive normal work days, the appropriate overtime rates shall be paid in addition to the monthly salary.
 4. Where such shifts are other than 8:00 a.m. to 4:30 p.m., such hours worked shall be considered the normal eight (8) hour shift for that day and not subject to shift differential.

SCHEDULE "B"

Agreed exceptions to standard hours and work week:

1. Municipal Garage

(a) Afternoon shift, 4:00 p.m. to 12:00 midnight, Monday to Friday, inclusive.

(b) Night shift supervision 4:00 p.m. to 12:00 midnight, Monday to Friday, inclusive.

2. Water Works

Afternoon shift, 4:00 p.m. to 12:00 midnight, Monday to Friday, inclusive.

3. Works Yard

The Truck Driver and Fuel Attendant position operates twenty-four (24) hours a day, seven (7) days per week, on a rotating shift basis.

4. Parks Pool Crew

Employees working as part of the Parks Pool Crew may be scheduled to work one of the following shifts during the period of June 15 to September 15:

SHIFT "A" 6:00 a.m. to 2:30 p.m. - Sunday to Thursday
(Days off - Friday and Saturday)

SHIFT "B" 1:30 p.m. to 10:00 p.m. - Tuesday to Saturday
(Days off - Sunday and Monday)

SHIFT "C" 6:00 a.m. to 2:30 p.m. - Friday and Saturday
1:30 p.m. to 10:00 p.m. - Sunday and Monday
(Days off - Tuesday and Wednesday)
Regular Day Shift - General Parks Crew - Thursday

SCHEDULE "C"TEMPORARY AND CASUAL EMPLOYEES

1. The following definitions shall come into effect at 11:59 p.m. on 1978 December 31, replacing all existing definitions, provided that all other existing provisions contained in the existing definitions sections shall remain intact, e.g., the Local 23 probationary requirement:

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

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

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

An Auxiliary Employee is any other employee.

It is understood and agreed that an employee hired into a Local 394 or Local 1004 bargaining unit on a full-time basis shall be considered to be a Regular Full-Time Employee, unless the period of time for which the employee is expected to be employed is definitely limited so as to render the employee a Temporary Full-Time Employee.

2. Separate pools will be established for seniority purposes effective 11:59 p.m. on 1978 December 31 in each jurisdiction, i.e., one or more Regular Seniority Pools depending upon existing practice and an Auxiliary Seniority Pool.
3. Access to the Regular Seniority Pool will be extended to:
 - (a) all Regular Full-Time Employees upon completion of the probationary period contained in their respective 1978 Collective Agreements;
 - (b) all Temporary Full-Time Employees upon completion of the probationary period contained in their respective 1978 Collective Agreements;

- (c) all Regular Part-Time Employees upon completion of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similarly classified position;
 - (d) any other employee whose 1978 Collective Agreement provides access to the Regular Seniority Pool or Pools.
4. Upon qualifying for a Regular Seniority Pool, an employee will be credited with their full period of service or all hours worked since their first day of employment in one or other of the eligible categories, i.e., Regular Full-Time, Temporary Full-Time or Regular Part-Time. For the purposes of this Paragraph 4, the expressions "full period of service" and "hours worked" shall be interpreted by each individual Employer and by its respective local Union in accordance with present agreement.
 5. Access to each Auxiliary Seniority Pool will be extended to all Auxiliary Employees upon the conditions set forth in Paragraphs 6-20 inclusive.
 6. Effective 11:59 p.m. on 1978 December 31, all Auxiliary Employees who were employed during 1978, will be credited with the total number of hours which they worked for their Employer during 1978, and all Auxiliary Employees who were employed during 1977, and who worked 900 hours or more for their Employer during 1977, will be credited with the total number of hours which they worked for their Employer during 1977.
 7. Effective 2000 October 04, as soon as an Auxiliary Employee has worked 1200 hours within two consecutive calendar years, such employee will gain entry onto the Auxiliary seniority list in their jurisdiction, and will be deemed to possess seniority.
 8. Upon gaining entry onto the Auxiliary seniority list, an employee will be credited with the number of hours worked in any class of positions, and will hold class seniority in any such class accordingly.
 9. An employee who has gained entry onto the Auxiliary seniority list, will continue to accumulate class seniority in any class in which they work in accordance with the number of hours worked in a position within such class.
 10. An Auxiliary employee's seniority will be lost as the result of a break in service with the Employer which exceeds one year.
 11. Where pay ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the number of hours served by a Regular Full-Time Employee for such eligibility.

12. Each Employer is to elect not later than 1978 September 01 whether class seniority is to be exercised bargaining unit wide or within some narrower parameters, e.g. by program or by geographical area. Such decisions will not be made until each local union has been provided with a full opportunity to submit suggestions and to discuss the matter. In the case where any problem or disagreement arises between local parties, it will be understood that a CUPE staff representative and the GVRD Director of Labour Relations will be available to assist such local parties.
13. The decisions of the various Employers will be reported to the CUPE JNC by the GVRD Labour Relations Department within the first week of September 1978.
14. In the event of a layoff of Auxiliary Employees within a class (whether the layoff takes place within a program, a geographical area or across the entire bargaining unit) those employees having greatest seniority within the class shall be the last ones laid off.
15. Other than as might be provided for pursuant to the terms of paragraph 14 herein, no Auxiliary Employee shall have the right to bump another employee after having been laid off.
16. An Auxiliary Employee having class seniority, and having been laid off, must, if the employee wishes to be considered for future Auxiliary employment, elect to register with this Employer for future Auxiliary employment in which case the employee will be given preference in hiring for future vacancies within various classes on the basis of class seniority.
17. Registration for future Auxiliary employment will be made upon a standard form which will be signed and dated by the applicant and which will state the classes within which the applicant would be willing to accept a position. The completed form will be signed and dated by an authorized representative of the Employer, and both the applicant and the Union will be provided with a copy by way of receipt.
18. When an Auxiliary Employee who has attained class seniority, who has been laid off and who has registered for future Auxiliary employment, also registers the desire to be taken into consideration for Auxiliary work in a class for which the employee does not possess class seniority, the employee shall be taken into consideration for appointment to a position within such new class on the basis of the employee's skills, knowledge and ability, and in any case where there is no registered applicant possessing seniority in the new class in question, and where the employee's skills, knowledge and ability are sufficient so as to render the employee qualified, then:

- (a) if the Auxiliary Employee is the only registered and qualified applicant, the employee shall be appointed to the said position.
 - (b) if the Auxiliary Employee is one of several registered and qualified applicants, the appointment to the said position shall be based on their relative skills, knowledge and ability, and if their skills, knowledge and ability are considered to be equal, then the registered and qualified applicant possessing the greatest total Auxiliary seniority with the Employer, shall be appointed.
19. Auxiliary pool seniority may be exercised commencing at 11:59 p.m. on 1978 December 31.
20. All existing practices which recognize the accumulated seniority of Auxiliary Employees, and which are clearly recognized by mutual agreement between a Union and an Employer, will continue to be recognized until 11:59 p.m. on December 31.
21. Fringe benefit provisions will not be altered during 1978 as the result of any of the foregoing.
22. (1) Payment in Lieu of Benefits
- (a) Auxiliary Employees shall be paid an amount equal to 12% of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay, provided however that those Auxiliary Employees who have gained entry onto the Auxiliary Seniority list shall have such pay in lieu of benefits increased to 16% of their regular earnings.
 - (b) No other benefits shall be provided to Regular Part-Time and Auxiliary Employees unless expressly stated in this paragraph 22.
 - (c) (1) A Regular Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:
 - (i) a payment of 10% of regular earnings in lieu of vacation and public holiday pay;
 - (ii) Medical, Extended Health, Group Life and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the Employer shall pay

their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay 100% of the premium for Medical;

- (iii) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time Employees; and
 - (iv) WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (2) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (1), the employee's current service shall count towards the benefit eligibility periods.

Where a Regular Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph (1), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (3) commencing on the first of the month following the expiry of the benefit coverage.

- (3) All Regular Part-Time Employees not covered by paragraph (1) shall be paid an amount equal to 12% of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay, provided however, that those Regular Part-Time Employees who have worked the equivalent of six (6) months shall have such pay in lieu of benefits increased to 16% of their regular earnings and shall be eligible for the benefits contained in paragraph (4) below.
- (4) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Bereavement Leave and Court/Jury Duty Leave

and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the 10%, 12%, or 16% of regular earnings when on unpaid leave of absence.

- (2) A public holiday will be treated as a normal working day for all Auxiliary and Regular Part-Time Employees. Thus, an employee who works on a public holiday will be paid at straight-time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.
- (3) Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for all Auxiliary Employees except in the case of an Auxiliary Employee working in a position normally occupied by a Full-Time Employee whose normal hours shall be deemed to be the normal hours of the Auxiliary Employee.
- (4) For purposes of applying overtime rates, normal daily and weekly hours for all Regular Part-Time Employees shall be deemed to be those of a Regular Full-Time Employee whose position is similarly classified.
- (5)
 - (a) Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a 7-day week basis, shall be permitted to work at straight time rates for up to eight (8) hours per day on any five (5) days during a work week (which for the purposes of this Clause shall be deemed to commence at 12:01 a.m. on Monday morning and to end at 11:59 p.m. on the immediately following Sunday).
 - (b) Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a 6-day week basis, shall be permitted to work at straight time rates for up to eight (8) hours per day on any five (5) days during the 6-day week as defined in the Collective Agreement.
- (6) None of the negotiated provisions in the 1977 Collective Agreements permitting employees to work other than the normal work week, shall be disturbed by the provisions of paragraph (5) herein.

- (7) Overtime rates will be paid on the following basis to all Auxiliary and Regular Part-Time Employees:
 - (a) Time and one-half for the first four (4) hours worked in excess of the normal daily hours in a day;
 - (b) Two times for hours worked beyond four (4) in excess of the normal daily hours in a day;
 - (c) Except with respect to employees of the City of Richmond, in any case where an employee has already performed work on five days during the week, time and one-half for any hours worked prior to 12:00 noon on the sixth day of work in that week, two times for hours worked after 12:00 noon on the sixth day, and two times for all hours worked on the seventh day of work in that week.
 - (d) With respect to employees of the City of Richmond, in any case where an employee has already performed work on five days during the week, two times for any hours worked on the sixth and seventh days of work in that week.
 - (8) No shift differential premiums will be paid to Auxiliary Employees unless they are relieving Full-Time Employees on shifts that would otherwise carry such premiums.
23. Where Temporary Full-Time Employees are hired for a specific project and are advised at the time of being hired of the expected duration of the project, the Employer will notify the Union as soon as possible in the event circumstances subsequently arise which have the effect of terminating the project earlier than had been expected and announced.

SCHEDULE "D"SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

In the table the figure to the left of the oblique stroke shows the number of working days* of regular annual vacation.

The figure to the right of the oblique stroke shows the number of working days of supplementary vacation, and appears in the calendar year in which they are credited to an employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next 5 days are credited.

Example:

An employee hired in 1986 is in their (11th) calendar year during 1996. The employee in 1996 will be credited with 5 supplementary working days which may be taken at any time between 1996 and 2000, both years included. In 2001 the employee will be credited with a further 5 supplementary working days, etc.

*The working day entitlement is based upon a five-day work week.

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 1996 TO 2005 BY YEAR HIRED

| Year Hired | ENTITLEMENT YEAR | | | | | | | | | |
|---------------|------------------|------|------|------|------|------|------|------|------|------|
| | 1996 | 1997 | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 |
| 2004 | -- | -- | -- | -- | -- | -- | -- | -- | -- | 15/- |
| 2003 | -- | -- | -- | -- | -- | -- | -- | -- | 15/- | 15/- |
| 2002 | -- | -- | -- | -- | -- | -- | -- | 15/- | 15/- | 15/- |
| 2001 | -- | -- | -- | -- | -- | -- | 15/- | 15/- | 15/- | 15/- |
| 2000 | -- | -- | -- | -- | -- | 15/- | 15/- | 15/- | 15/- | 15/- |
| 1999 | -- | -- | -- | -- | 15/- | 15/- | 15/- | 15/- | 15/- | 15/- |
| 1998 | -- | -- | -- | 15/- | 15/- | 15/- | 15/- | 15/- | 15/- | 20/- |
| 1997 | -- | -- | 15/- | 15/- | 15/- | 15/- | 15/- | 15/- | 20/- | 20/- |
| 1996 | -- | 15/- | 15/- | 15/- | 15/- | 15/- | 15/- | 20/- | 20/- | 20/- |
| 1995 | 15/- | 15/- | 15/- | 15/- | 15/- | 15/- | 20/- | 20/- | 20/- | 20/5 |
| 1994 | 15/- | 15/- | 15/- | 15/- | 15/- | 20/- | 20/- | 20/- | 20/5 | 20/- |
| 1993 | 15/- | 15/- | 15/- | 15/- | 20/- | 20/- | 20/- | 20/5 | 20/- | 20/- |
| 1992 | 15/- | 15/- | 15/- | 20/- | 20/- | 20/- | 20/5 | 20/- | 20/- | 20/- |
| 1991 | 15/- | 15/- | 20/- | 20/- | 20/- | 20/5 | 20/- | 20/- | 20/- | 20/- |
| 1990 | 15/- | 20/- | 20/- | 20/- | 20/5 | 20/- | 20/- | 20/- | 20/- | 25/5 |
| 1989 | 20/- | 20/- | 20/- | 20/5 | 20/- | 20/- | 20/- | 20/- | 25/5 | 25/- |
| 1988 | 20/- | 20/- | 20/5 | 20/- | 20/- | 20/- | 20/- | 25/5 | 25/- | 25/- |
| 1987 | 20/- | 20/5 | 20/- | 20/- | 20/- | 20/- | 25/5 | 25/- | 25/- | 25/- |
| 1986 | 20/5 | 20/- | 20/- | 20/- | 20/- | 25/5 | 25/- | 25/- | 25/- | 25/- |
| 1985 | 20/- | 20/- | 20/- | 20/- | 25/5 | 25/- | 25/- | 25/- | 25/- | 25/5 |
| 1984 | 20/- | 20/- | 20/- | 25/5 | 25/- | 25/- | 25/- | 25/- | 25/5 | 25/- |
| 1983 | 20/- | 20/- | 25/5 | 25/- | 25/- | 25/- | 25/- | 25/5 | 25/- | 25/- |
| 1982 | 20/- | 25/5 | 25/- | 25/- | 25/- | 25/- | 25/5 | 25/- | 25/- | 30/- |
| 1981 | 25/5 | 25/- | 25/- | 25/- | 25/- | 25/5 | 25/- | 25/- | 30/- | 30/- |
| 1980 | 25/- | 25/- | 25/- | 25/- | 25/5 | 25/- | 25/- | 30/- | 30/- | 30/5 |
| 1979 | 25/- | 25/- | 25/- | 25/5 | 25/- | 25/- | 30/- | 30/- | 30/5 | 30/- |
| 1978 | 25/- | 25/- | 25/5 | 25/- | 25/- | 30/- | 30/- | 30/5 | 30/- | 30/- |
| 1977 | 25/- | 25/5 | 25/- | 25/- | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- |
| 1976 | 25/5 | 25/- | 25/- | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- |
| 1975 | 25/- | 25/- | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- | 30/5 |
| 1974 | 25/- | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- | 30/5 | 30/- |
| 1973 | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- | 30/5 | 30/- | 30/- |
| 1972 | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- |
| 1971 | 30/5 | 30/- | 30/- | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- |
| 1970 | 30/- | 30/- | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- | 30/5 |
| 1969 | 30/- | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- | 30/5 | 30/- |
| 1968 | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- | 30/5 | 30/- | 30/- |
| 1967 | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- |
| 1966 | 30/5 | 30/- | 30/- | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- |
| 1965 | 30/- | 30/- | 30/- | 30/- | 30/5 | 30/- | 30/- | 30/- | 30/- | 30/5 |

SCHEDULE "E"RESIDUAL ITEMS1981-1982 NEGOTIATIONSHANDICAPPED WORKERS

Within the limitation imposed by the Employers' unwillingness to create unnecessary work, each individual Employer is willing to make every conceivable effort in cooperation with its Union in order to provide opportunities for older, partially disabled or otherwise handicapped employees to retain employment.

SCHEDULE "F"EMPLOYMENT STANDARDS ACT PRINCIPLES

Effective 1984 July 09 the parties agree that the following principles are implicit in and form part of the terms of the Collective Agreement:

- (1) That, except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout and non-standard work week provisions) employees shall have not less than eight (8) consecutive hours free from work between each shift worked and not less than thirty-two (32) consecutive hours free from work between each week. Where an employee is required to work within the eight (8) or thirty-two (32) hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.
- (2) That where an employee works a split shift, the shift shall be completed within twelve (12) hours of commencing such shift.
- (3) The eating period provided under the "Hours of Work" provision of the Agreement shall be scheduled so as to prevent an employee from working more than five (5) consecutive hours without an eating period. Commencing one month following 1984 July 9th Regular Part-Time and Auxiliary Employees shall not work more than five (5) consecutive hours without an unpaid eating period.