



COLLECTIVE AGREEMENT

between the

CORPORATION OF THE DISTRICT OF WEST VANCOUVER

and the

WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION

2001 January 01 to 2003 December 31

Errors and omissions will be addressed by the parties.

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THIS AGREEMENT made the first day of January, TWO THOUSAND AND ONE (2001)

BETWEEN:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER
(hereinafter called the "**Municipality**")

of the First Part

AND:

THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION
(hereinafter called the "**Association**")

of the Second Part

ARTICLE 1 — GENERAL

1.01 WHEREAS the Municipality approves and recognizes the Association as the sole bargaining agency on behalf of all its Employees, excepting those Employees excluded under the *Labour Relations Code of British Columbia*, and excepting those certified under other bargaining units certified under said Code.

AND WHEREAS it is thought desirable that methods of bargaining and all matters pertaining to the working conditions of the Employee be drawn up in an Agreement, the following shall so apply:

1.02 Rights of Management

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 contract, always provided that in the exercise of the aforementioned management rights there shall be no discrimination.

ARTICLE 2 — TERM OF AGREEMENT

2.01 This Agreement shall be effective for a three (3) year period from 2001 January 01 up to and including 2003 December 31, and shall remain in full force and effect from year to year thereafter unless written notice of intent to terminate or amend the Agreement is given by either party in accordance with the time limits outlined in the *Labour Relations Code of British Columbia*.

2.02 It is agreed that Section 50 (2) and (3) of the *Labour Relations Code of British Columbia* shall be specifically excluded from and shall not apply to this Collective Agreement.

- 2.03** If no agreement is reached at the expiration of this Agreement and negotiations are continued, this Agreement shall remain in force up to the time an Agreement is reached or until negotiations are discontinued by either party.

ARTICLE 3 — ASSOCIATION SECURITY

- 3.01** It is agreed that Employees who are at present members of the Association shall remain so as a condition of employment. It is further agreed that Employees who are hereafter employed by the Municipality shall become members of the Association at the beginning of the bi-weekly pay period immediately following the Employee's first working day of employment and shall remain members of the Association as a condition of employment provided that no Employee shall be deprived of employment by reason of loss of Association membership for any reason other than failure to pay regular dues.

- 3.02** Provided that each Employee has signed an "Application For Association Membership" form and has signed a "Fees and Dues Authorization" form and provided that such "Fees and Dues Authorization" form is not revoked, in writing by the Employee, the Municipality will, commencing from the Employee's first working day of employment, deduct from the pay of each Employee covered by this Collective Agreement, all fees and regular dues as authorized by the Employee and as determined by the Association in accordance with its Constitution, and will transmit the total amount so deducted to the Association.

3.03 Copies of the Collective Agreement

- (a) The Municipality agrees to print for the Association the number of copies of the Collective Agreement which it requires for its purposes. The cost of such printing will be borne by the Association.
- (b) The Municipality will, at no cost to the Association, provide a copy of the Collective Agreement to Employees who are hired into the bargaining unit after the date of printing of the Collective Agreement.

3.04 Crossing Picket Lines

- (a) In the event that any Employee of the Municipality, other than those covered by this Agreement, engage in a legal strike or where Employees of another Employer in a labour dispute engage in a legal strike and maintain picket lines, the Employees covered by this Agreement shall have the right to refuse to cross such picket lines.
- (b) Failure to cross a picket such as that referred to in 3.04 (a) above by the Employees covered by this Agreement shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.
- (c) Notwithstanding the foregoing, where the parties agree that a picket line is not to be observed, refusal to cross such a picket line may be grounds for disciplinary action by the Municipality.

- (d) In cases of emergency as decided by the Municipality, the Association agrees to waive the right of refusal to cross the picket line as outlined in 3.04 (a) above for the number of Employees required to remedy such emergency.

3.05 Members Acting in Exempt Positions

- (a) Any Employee who is appointed to temporarily accept the responsibilities and carry out the duties incident to an Exempt Staff position for a period of more than ten (10) consecutive working days shall be given a leave of absence in good standing from membership in the Association for the period of the temporary appointment so as to allow the Employee to fully execute the exempt Staff duties.
- (b) No leave of absence will be required where the Employee is:
 - (i) Appointed to act for ten (10) consecutive working days or less, or
 - (ii) required also to perform some or all of their regular classified bargaining unit duties.

ARTICLE 4 — EMPLOYEE DEFINITIONS

4.01 The Employees of the Municipality shall be in five (5) categories:

- (a) A **Permanent Full-time Employee** is an Employee who is employed on a full time basis of thirty-five (35), thirty-seven and one half (37-1/2) or forty (40) hours per week for an indefinite period of time and who has completed six (6) months of satisfactory service in any established position, which is designated as having a six (6) month probation period, or who has completed twelve (12) months of satisfactory service in any established position which is designated as having a twelve (12) month probation period and Temporary Employees who have completed twelve (12) months of satisfactory continuous service but shall not include Permanent Part-time and Casual Employees.

The probation period for Permanent Full-time Employees shall be twelve (12) months of service in an established position except for the established positions shown in 4.03 and Notes to Schedule "C", all of which have six (6) month probation periods.

- (b) A **Permanent Part-time Employee** is an Employee who is employed on a regular schedule of weekly hours which are less than those hours shown in (i) above but which are one of the following:
 - (i) Twenty (20) hours or more per week for a classification established as being a thirty-five (35) hour per week position, or
 - (ii) Twenty one and one half (21-1/2) hours or more per week for a classification established as a thirty-seven and one half (37-1/2) hour per week position, or

- (iii) Twenty-three (23) hours or more per week for a classification established as a forty (40) hour per week position

for an indefinite period of time and who has completed a probationary period of the same duration as a Permanent Full-time employee in the same position, i.e. either six (6) or twelve (12) months, consisting of satisfactory continuous service in any established position

- (c) A **Probationary Employee** shall mean and include an Employee employed during the first six (6) months of service in any established position which is designated as having a six (6) month probation period, or during the first twelve (12) months of service in any established position which is designated as having a twelve (12) month probation period.
- (d) A **Temporary Employee** is an Employee employed in a position or positions which are not established; provided that no Employee may remain a Temporary Employee after the expiration of eighteen (18) months' continuous service, or remain in a single position for twelve (12) months' continuous service. Both the Employee and the Association will be advised in writing that the employment is temporary.
- (e) A **Casual Employee** is any other Employee working less than the number of hours shown in (b)(i), (ii) and (iii) above. The Department Head is to ensure that the hours worked by the Casual Employee do not exceed the limits specified in (b)(i), (ii) and (iii) above; it being understood that no Casual Employee attains Permanent status by reason of working the equivalent of (6) six months in time.

4.02 The following conditions will apply:

- (a) Until the Employee has the status of a Permanent Full-time Employee or Permanent Part-time Employee they shall have no seniority rights and their lay-off or transfer shall not be subject matter of the grievance procedure as outlined in this Agreement. It is understood that seniority for Permanent Part-time Employees is based on equivalent time and not calendar time.
- (b) 'Equivalent time' for the purpose of this sub-section shall mean the time paid by the Municipality which, when converted into hours, is a proportion of one of the following:
 - (i) One Thousand Eight Hundred Twenty-seven (1827) hours for a classification for which full time work is thirty-five (35) hours per week, or
 - (ii) One Thousand Nine Hundred Fifty-seven and One Half (1957-1/2) hours for a classification for which full time work is thirty-seven and one half (37-1/2) hours per week, or
 - (iii) Two Thousand and Eighty (2080) hours for a classification for which full time work is forty (40) hours per week.

- (c) All Employees other than Permanent Full-time or Permanent Part-time shall be subject to dismissal on one (1) days' notice.
- (d) When an Employee becomes a Permanent Full-time or Permanent Part-time Employee, the initial date of qualifying employment shall be considered to be the anniversary date of the Employee for purposes of establishing perquisites and seniority of position.

4.03 Probation

- (a) The probation period for all classifications except those listed below shall be twelve (12) months. The classifications listed below shall have a six (6) month probationary period.
 - Accounting Clerk/Cashier I
 - Aquatic Leader I
 - Aquatic Leader II
 - Building Maintenance Worker I
 - Cashier Clerk I
 - Cashier & Registration Clerk I
 - Cashier & Registration Clerk II
 - Clerk I
 - Clerk Stenographer I
 - Clerk Typist 1
 - Food Services Cook
 - Food Services Coordinator
 - Food Services Prep. Cook
 - Information Clerk
 - Lifeguard Instructor I
 - Lifeguard Instructor II
 - Payroll Clerk I
 - Play Care Leader I
 - Program Assistant
 - Purchasing Clerk I
 - Purchasing Clerk II
 - Recreation Facility Clerk
 - Storekeeper I

An Employee hired from within the bargaining unit into a classification listed above, and who has either acted in that position or worked for a minimum of six (6) months in the department where the position is located, shall only be required to serve a six (6) month probationary period.

- (b) Where an Employee moves from Permanent Part-time status to Permanent Full-time status in the same position, in the same department, the Employee shall be given credit for the time served as a probationary Employee in the Permanent Part-time position as follows:
 - (i) If completed the full probation period for the Permanent Part-time position: Fifty percent (50%) of the probation period for the Permanent Full-time position shall be served.
 - (ii) If completed a portion of the probation period is completed for the Permanent Part-time position: The probation period for the Permanent Full-time position will be reduced by the equivalent time served as a probationary Employee in the Permanent Part-time position, but in no case shall this probation period be less than fifty percent (50%) of the probation for the Permanent Full-time position.

Where an Employee moves from Permanent Part-time status to Permanent Full-time status in a position in another department, or where an Employee moves from Permanent Part-time status to Permanent Full-time status in a different position within the same department, the Employee shall be required to complete the full probation period for the Permanent Full-time position they move into.

The term "position", where used in this Sub-section 4.03 (b) shall not mean "job classification".

4.04 Job Sharing

A job sharing arrangement refers to a specific written agreement setting out the names of the participants, the position to be shared, and the terms and conditions, consistent with the District's Job Share Program Policy. The written agreement shall be signed by the Department Head or designate, Director of Human Resources, WVMEA, and the affected employees.

4.04 "Gender"

The masculine gender, wherever used herein, shall also mean and include the feminine, unless the context otherwise requires.

ARTICLE 5 — REMUNERATION

- 5.01** (a) The scales of remuneration set out in Schedules "A", "B", and "C" shall apply as specified during the term of this Agreement.

Increases over the life of the Agreement are in accordance with the following:

January 1, 2001	2%
April 1, 2002	3%
2003	Pattern settlement of first four identical Municipal wage settlements or, failing that, the City of Vancouver, Outside settlement.

Retroactive Pay

The parties agree that all individuals on active payroll at the point any retroactive payment for any 2003 pay increase is to be paid out, will automatically receive any retroactivity due to them. Individuals who were of "permanent" employment status, but are no longer employed by the District at the point of retroactive payment, will receive a letter from the District, informing them of the fact that they may be entitled to receive retroactive pay, and that they must complete and return a form to be enclosed with the letter, to action payment.

All other employees no longer employed by the District at the point of retroactive payment will be required to write to request retroactive payment but will not receive a letter from the District. The District will endeavor to remind these individuals at the point of their employment termination that it is their responsibility to follow up on and request retroactive payment in writing.

- (b) Salaries listed in Schedules "A" and "C" are shown in hourly rates of pay.

5.02 Eligibility for Increments

- (a) Permanent Part-time Employees shall be eligible to receive a step increment upon having completed the equivalent number of hours that a Permanent Full-time Employee in the same classification would work to receive a step increment.
- (b) Employees who are employed as Supervisors at Step 1 shall be entitled to an increment to Step 2 of their salary scale upon successful completion of probation and twelve (12) months consecutive service in the Supervisor position.
- (c)
 - (i) Employees who are on Pay Grades 9 to 14 shall, subject to the completion of satisfactory performance, receive six (6) month increments from Step 1 to Step 2 and from Step 2 to Step 3 of their respective pay grades. Increments from Step 3 to Step 4 and from Step 4 to Step 5 within the pay grade shall be on an annual basis subject to the completion of satisfactory performance.
 - (ii) Employees who are on Pay Grade 15 shall, subject to the completion of satisfactory performance, receive a six (6) month increment from Step 1 to Step 2 of the pay grade. Increments through the remainder of the pay grade shall be on an annual basis, subject to the completion of satisfactory performance.
 - (iii) Except as shown in (c)(i) and (ii), all other classifications receive increments on an annual basis following the completion of satisfactory performance.

5.03 Pay for Acting in a Senior Capacity

- (a) Except as provided in (b) below, temporary appointments to a higher position must be authorized in writing by the Department Head concerned.
- (b) When an Employee is appointed to temporarily accept the responsibilities and to carry out the duties incident to a position which is senior to the position which the Employee normally holds, the Employee shall be paid for every day the duties of the senior position are carried out at the minimum rate in the scale for such senior position which represents an increase over the Employee's normal rate. If the acting appointment is known to be three (3) consecutive months or longer **from the outset**, any paid leave taken during the period will be paid at the higher rate. If the acting appointment **becomes** three (3) consecutive

months or longer, paid leave from the three (3) months point onwards will be paid at the higher rate. This provision only applies to Article 5.03(b) *Pay for Acting in a Senior Capacity*, and does not include paid leave taken from an overtime bank.

- (c) Except where circumstances prevent prior approval being granted, acting pay has to be approved prior to the actual work being carried out and further that, except in terms of longer than two (2) weeks duration, payment will be made after the term has been completed. In cases where an Employee is appointed to an acting term for longer than two (2) weeks the adjustment will be paid two (2) weeks in arrears.

5.04 First Aid Premiums for Designated Holders of First Aid Certificates

First Aid premiums shall be established and paid to designated holders of WCB approved First Aid Certificates as follows:

Level 3	Sixty-five (65) cents per hour
Level 2	Fifty-five (55) cents per hour
Level 1	No premium

ARTICLE 6 — FILLING VACANCIES

- 6.01** Except as shown in Sub-section 13.05 (h), Recall, the Municipality agrees that before filling any position which has become vacant, and all new positions being created, or Temporary positions becoming Permanent, notice of such vacancy shall be posted in a conspicuous place in the Municipal Hall and in such other places as may be agreed upon for seven (7) consecutive calendar days before such vacancy is filled. It is further agreed that the Municipality will forward a copy of all postings relative to this Article to the Business Manager of the Association.

- 6.02** The following wording will be added to all bargaining unit postings:

"This posting does not list all the duties of the position, nor does it fully detail the required skills, knowledge and abilities, licences and certificates required of candidates. For details please refer to the class specification which is available for inspection in the Human Resources Department."

ARTICLE 7 — STUDENT EMPLOYMENT

Students and youths employed by the Municipality shall be paid as shown in 7.01 and 7.02 below and shall be covered by all the terms and conditions contained in this Collective Agreement, except as provided for in 7.03 below:

- 7.01** Students and youths working as replacements in established Association positions will be paid the established rate for the job.

- 7.02** Students and youths working on special projects sponsored by Government grants, other than regular summer programs, will be paid the Government project "funded rates". Funded rates will also be paid to students and youths working on special projects where the applied for government grant was not approved.
- 7.03** In addition to the payment of wages outlined in 7.01 and 7.02 above, students and youths shall qualify only for (four) 4% vacation pay and statutory holiday pay as outlined in this Collective Agreement in Schedule "D".

ARTICLE 8 — BENEFITS FOR PERMANENT FULL-TIME EMPLOYEES

8.01 It is hereby agreed that Employee benefits will be continued for the term of this Agreement as below:

- (a) For all Employees except Permanent Full-time Employees see Schedule "D".
- (b) All Permanent Full-time Employees will be eligible for benefits, upon the completion of three (3) months' continuous service, as outlined in Sections 8.02 to 8.10 inclusive. All Permanent Full-time Employees, and their spouse, including same-sex spouse, and dependents as defined by the applicable insurance carrier, shall be eligible to participate in medical, extended health and dental benefits as outlined below:

8.02 Extended Health Benefit

All Permanent Full-time Employees shall be included in the Municipal Extended Health Benefit Plan. The Plan shall include the Vision Care Option to cover all eligible Employees. The Option will provide a maximum claimable benefit of Two Hundred Dollars (\$200) per claimant claimable over a twenty-four (24) consecutive month period, subject to the provisions of the Plan. The lifetime maximum of the Plan is one hundred thousand (\$100,000) dollars. The Municipality agrees to share with the Employee the cost of all participating in the Extended Health Benefit Plan. The Municipality's share shall be seventy-five percent (75%) and the Employee's share shall be twenty-five percent (25%).

8.03 BC Medical Plan

All Permanent Full-time Employees shall be eligible for membership in the BC Medical Plan. The Municipality agrees to share with the Employee the cost of all participating in the BC Medical Plan. The Municipality's share shall be seventy-five percent (75%) and the Employee's share shall be twenty-five percent (25%).

8.04 Group Life Insurance

All Permanent Full-time Employees shall be included in the Municipal Group Life Insurance Plan. The Municipality agrees to share with the Employee the cost of all participating in the Municipal Group Life Insurance Plan. The Municipality's share shall be sixty percent (60%) and the Employee's share shall be forty percent (40%).

Except as varied by the schedule of coverage below the life insurance coverage shall be equivalent to twice one (1) year's salary or wages, excluding overtime, calculated to the nearest thousand dollars. The maximum coverage is One Hundred Fifty Thousand Dollars (\$150,000).

Schedule of Insurance Coverage

Before age sixty (60) - two hundred percent (200%) of basic annual earnings, excluding overtime;

Age sixty (60) - one hundred eighty percent (180%) of basic annual earnings, excluding overtime;

Age sixty-one (61) - one hundred sixty percent (160%) of basic annual earnings, excluding overtime;

Age sixty-two (62) - one hundred forty percent (140%) of basic annual earnings, excluding overtime;

Age sixty-three (63) - one hundred twenty percent (120%) of basic annual earnings, excluding overtime;

Age sixty-four (64) - one hundred percent (100%) of basic annual earnings, excluding overtime;

Age sixty-five (65) or over - coverage terminates at age 65.

8.05 Long-term Disability (LTD)

All Permanent Full-time Employees shall be included in the Long-term Disability Plan, providing protection against total loss of earnings due to health reasons with the cost shared by the Employee and the Municipality. The Municipality's share shall be seventy-five percent (75%) and the Employee's share shall be twenty-five percent (25%).

The benefit shall be based on fifty percent (50%) of the Employee's salary or wage at the time absence commences, subject to the terms of the Policy.

8.06 Dental Plan

(a) All Permanent Full-time Employees shall be included in the Municipal Dental Plan.

(b) The Dental Plan will provide:

Plan "A" - Eighty Percent (80%) repayment of the approved cost for basic services.

Plan "B" - Fifty Percent (50%) repayment of the approved cost for Prosthetics, Crowns and Bridges.

Plan "C" – Fifty Percent (50%) repayment of the approved cost for the orthodontics (up to a lifetime maximum of fifteen hundred dollars [\$1,500]) per dependent child.

- (c) The premiums required to provide this benefit shall be shared by the Employee and the Municipality. The Municipality's share shall be seventy-five percent (75%) and the Employee's share shall be twenty-five percent (25%).

8.07 Municipal Pension Plan

- (a) Compulsory enrollment is required when a Permanent Employee who is age eighteen (18) or older reaches the earlier of:
 - (i) The date on which the Employee's probation period is successfully completed, or
 - (ii) The date on which the Employee completes twelve (12) months of continuous employment in a Permanent position.
- (b) Subject to relevant section of the *Pension (Municipal) Act*, the Municipality agrees to participate as to one-half (1/2) the cost determined by the Commissioner of the Municipal Pension Plan to extend the pensionable service of an Employee covered by this Agreement up to a maximum of one (1) year. It is understood that this extension shall represent that period of time served by the member in a probationary capacity as an Employee of the District of West Vancouver and which has not previously been considered as pensionable service.

This benefit shall be subject to the following conditions;

- (i) Only an Employee with a vested interest in the Municipal Pension Plan and who has reached the minimum age of retirement as defined in the *Pension (Municipal) Act* shall be eligible; and
- (ii) An Employee who wishes to take advantage of this benefit shall give at least six (6) months' notice in writing in advance of the date at which the Employee wishes to retire and makes such arrangements as may be necessary as regards to their own contribution.

8.08 Retirement

- (a) An Employee who retires under the minimum retirement age of Sixty (60) will qualify for either one (1) month's salary or two (2) days' pay for each consecutive twelve (12) months of service [as shown in 8.07 (a) and (b) above], PROVIDED their age and years of service with the Municipality total Eighty (80) or more.
- (b) On retiring on or between the minimum and maximum retirement ages of Sixty (60) and Sixty-five (65) respectively, a superannuated Employee shall receive

one (1) month's pay, computed at their classified rate of pay for the calendar month immediately preceding the date of retirement.

- (c) On retiring on or between the minimum and maximum ages of Sixty (60) and Sixty-five (65) respectively, an Employee who is not on the Municipal Pension Plan shall receive two (2) days' pay computed at their classified rate of pay for the calendar month immediately preceding the date of retirement, for each complete consecutive period of twelve (12) months continuous service.

8.09 Sick Leave Plan

- (a) Effective April 1, 1999, after three (3) completed calendar months continuous service, Probationary Full-time and Permanent Full-time Employees shall be granted Sick Leave with pay on the basis of one and a half (1 ½) days per month [maximum eighteen (18) days per calendar year], cumulative to a maximum of Two Hundred and Fifty (250) working days, retroactive to the first calendar month of employment.

For current employees, as at April 1, 1999, existing sick leave banks will be grandparented at current levels to a maximum of Two Hundred and Eighty (280) working days. Once the level of days drops below Two Hundred and Fifty (250) working days, employees can only earn back to a maximum of Two Hundred and Fifty (250) working days.

Where continuance and/or cumulative absences occur as outlined in (i), (ii), and (iii) below, Annual Sick Leave credits in the following year shall be pro-rated and reduced as follows:

- (i) Up to twenty (20) continuous working days of absence due to Sick Leave between January 1st and December 31st will not result in any reduction of Sick Leave credits.
- (ii) Twenty-one (21) continuous working days of Sick Leave or more, between January 1st and December 31st will result in the pro-rating of Sick Leave Credits according to the following formula:

$$\frac{\text{No. of Continuous Working Days Absence}}{260 \text{ working days}} \times 20 \text{ days}$$

- (iii) Cumulative absences of forty (40) working days or more on Workers' Compensation Leave and/or Sick Leave between January 1st and December 31st will result the pro-rating of Sick Leave Credits according to the following formula:

$$\frac{\text{No. of Cumulative Working Days Absence}}{260 \text{ working days}} \times 20 \text{ days}$$

- (b) Each Employee eligible shall be credited with ten percent (10%) of their accumulated Sick Leave as at 31 December, 1967, at their 31 December 1974 rate of pay. Such credits may be taken on retirement or on leaving the service of the Municipality after ten (10) years of service.

- (c) A medical certificate may be required as proof of sickness.

8.10 Worker's Compensation Benefits

- (a) In Workers' Compensation cases the time not paid by the Board shall be treated as sickness and the loss of salary paid by the Municipality from the Employee's sick leave bank, but only to the extent that sick leave credits remain in the Employee's sick leave bank. Deductions from an Employee's sick leave bank referred to in this sub-section shall not result in a deduction from the Employee's gratuity allowance.
- (b) While an Employee is absent on Workers' Compensation Wage Loss Benefits the wage loss cheque from the WCB shall be forwarded to the Municipality and the Employee will continue to be in receipt of a pay cheque from the Municipality. If the net adjusted pay received by an Employee by way of Workers' Compensation Income Continuance benefits is below that pay which they would have received had they been working, the District will top up the Employee's pay from their sick leave bank. An Employee's adjusted net pay will not exceed their normal net pay.
- (c) While in receipt of Workers' Compensation Wage Loss Benefits the Employee's salary or wages for the period of wage loss will be the figure which the WCB calculates as being the value of the wage loss benefit. From this figure all normal deductions will be taken except for those deductions such as Income Tax, Canada Pension Plan and Unemployment Insurance which presently are not deductible from WCB Wage Loss Benefits, and any other deductions which in the future may become non-deductible from WCB Wage Loss Benefits. After these deductions are made the Employee receives the balance, subject to (b) above.

8.11 Third-party Liability Provision

- (a) When an Employee initiates a claim against an insuring third party (e.g. ICBC), the Employee agrees to include an amount as payment for wage loss benefits (including fringe benefit costs) refundable to the period during which the Employee received sick leave benefits. The Employee shall give permission to the insuring third party to pay the wage loss amount directly to the Municipality; or, upon direct receipt of such payment, the Employee shall pay the Municipality the amount of the wage loss so received. The Municipality shall then reimburse the Employees' sick bank and credit the Employees' sick fund and gratuity bank for the number of days represented by the payment.
- (b) Failure to comply with this Section shall result in the Employee being obligated to pay back to the Municipality the full amount of the Sick Leave benefits (including fringe benefit costs) paid to the Employee while absent as a result of the sickness or injury precipitating the third party claim.

8.12 Graduated Return to Work

The District's return-to-work program is a voluntary program on the part of the employee and the District, and may only be entered into if medically warranted and authorized.

8.13 Gratuity Plan

- (a) Effective April 1, 1999, current employees shall qualify for Gratuity Plan credits based on twelve percent (12%) of unused banked sick leave per calendar year. Previous credits earned will not be affected by this change.

Effective April 1, 1999 new employees shall qualify for Gratuity Plan credits based on the following:

- 0% of unused banked Sick Leave for the first (1st) year;
- 5% of unused banked Sick Leave for the second (2nd) year;
- 12% of unused banked Sick Leave for the third (3rd) year and beyond.

The credits may be accumulated to a maximum total accumulation of One Hundred and Twenty Days (120) days, and may be withdrawn in whole or in part after five (5) years continuous service, in cash, or on approval of the Department Head, as additional vacation.

- (b) Payment of the gratuity in cash shall be computed at the time of withdrawal as follows:

Gratuity hours withdrawn x current hourly rate

8.14 Illness in the Family

Where no one other than the employee can provide for the needs of the employee's child, spouse or parent during an illness, an employee, upon approval of the employee's Department Head, may be granted up to two (2) accumulated sick leave days per year for this purpose. In order to comply with the requirements regarding eligibility for EI Rebates, only those employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness as outlined herein.

8.15 Past Service Recognition Plan

- (a) The Past Service Recognition Plan (PSRP) shall apply only to Permanent Employees hired on or before 1987 December 31. The Plan shall not apply to any employees hired on or after 1988 January 01.
- (b) PSRP pay shall be paid to all eligible Permanent Full-time Employees on the basis of the greater of sixty dollars (\$60) or one half day's pay at their December 31st regular rate of pay, for each five (5) year period of service. All eligible Employees shall receive PSRP pay in a lump sum payment in the first pay of December each year. Eligible Permanent Part-time Employees shall

qualify for a pro-rated PSRP benefit on the same basis as eligible Permanent Full-time Employees.

- (c) PSRP pay shall be pro-rated in cases where an Employee, during a calendar year completes a five (5) year period of service, for example, moves up from five (5) years to ten (10) years increment.

8.16 Benefit Committee

The parties agree that during the life of this Agreement a Joint Committee will be struck to review the current benefit structure and to set a framework and bring forward recommendations for possible changes. It is further agreed that should outside consultants be used in this process, the cost will be split equally by the Association and District management.

ARTICLE 9 — LEAVES OF ABSENCE

9.01 General Leave

Upon application and upon receiving permission of the Department Head or appointed substitute in each case, time off shall be granted to official representatives of the Association when it becomes necessary to transact business in connection with matters affecting the members of the Association. However, when permission is not granted, the decision shall be subject to the review of the Municipal Manager.

9.02 Bereavement Leave

- (a) Any Permanent Full-time Employee and Temporary Full-time Employee who has completed six (6) months of employment, may be granted bereavement leave without loss of pay for a period not to exceed three (3) working days in the following events:
 - (i) in the case of the death of the Employee's wife, husband, child, ward, brother, sister, parent, guardian or common-law spouse. Common-law, including same-sex partner, means a person residing with the employee for at least one year and who is publicly represented as the member's spouse;
 - (ii) in the case of the death of any other relative if living in the Employee's household; or
 - (iii) in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or a grandparent of the Employee.
- (b) Any Employee who qualified for bereavement leave without loss of pay under Sub-section 9.02 (a) herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the areas included within the Regional Districts of Greater Vancouver, Central Fraser

Valley, Dewdney-Alouette, Fraser-Cheam, Powell River, Squamish-Lillooet and Sunshine Coast) may be granted additional leave without loss of pay for a further period of two (2) working days.

- (c) Requests for leave under Sub-sections 9.02 (a) and 9.02 (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 qualified for bereavement leave without loss of pay under Sub-section 9.02 (a) herein may be granted such leave when on annual vacation if approved by their 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 bereavement 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 (1/2) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Sub-section 9.02 (a).

9.03 Maternity and Parental Leave

(a) Length of Leave

(i) *Birth Mother:*

A pregnant Employee shall be entitled to up to seventeen (17) consecutive weeks of Maternity Leave and up to thirty-five (35) consecutive weeks of Parental Leave, all without pay. Maternity Leave can begin up to eleven (11) weeks before the expected birth date. Parental Leave must commence within fifty-two (52) weeks of the birth of a child and must immediately follow the Maternity Leave unless the Employer and Employee agree otherwise. Parental Leave cannot be parceled into separate periods.

A pregnant Employee who chooses not to take Maternity Leave is entitled to thirty-seven (37) weeks of Parental Leave, within fifty-two (52) weeks of the birth of a child, and can not be parceled into separate periods.

(ii) *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 thirty-seven (37) consecutive weeks of Parental Leave without pay. The Employee shall take the leave within fifty-two (52) weeks of the child's birth or the date the child comes within the care and custody of the Employee. An Employee cannot parcel Parental Leave into separate periods.

(iii) *Extensions – Special Circumstances:*

A 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 work for reasons related to the birth or termination of the pregnancy.

If a child has a physical, psychological or emotional condition requiring an additional period of parental care, Parental Leave can be extended up to an additional five (5) weeks leave without pay.

(iv) *EI Entitlement:*

The maximum combined period for EI benefits for an Employee on Maternity and Parental Leave, including special circumstances, shall be fifty-two (52) weeks.

(b) Notice Requirements and Commencement of Leave

- (i) A pregnant Employee who elects to request Maternity Leave shall provide their Department Head with a Medical Certificate from a duly qualified medical practitioner stating the estimated date of birth. Such certificate shall be provided no later than three (3) months prior to the estimated date of birth. A Medical Certificate form is available from the Human Resources Department or the District's Intranet (<http://intradwv/intranet/index.htm>).
- (ii) In normal circumstances a pregnant Employee shall terminate employment or proceed on Maternity Leave two (2) months before the expected date of birth.
- (iii) An Employee who desires to work during the last two (2) months of pregnancy may be permitted to do so if their attending physician and/or the Municipal Physician agree that the health of the Employee will not be adversely affected. In such case the Employee shall work under such conditions and for such period as shall be specified by the Physician.
- (iv) 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 the birth.
- (v) No Employee shall be permitted to work during the six (6) weeks following the date of birth, unless the Employee requests a shorter period. A request for a short period must be accompanied by a medical practitioner's certificate stating the Employee is able to resume work.
- (vi) In the case of adoption of a child, the Employee shall provide as much notice as possible.

(c) Return to Work

- (i) An Employee who has been granted Maternity Leave or Parental Leave shall notify their Department Head at least *four (4) weeks* before they intend to return to work, so that mutually convenient arrangements may be made for their return to employment.
- (ii) If an Employee fails to contact their Department Head as outlined above the Employee shall be considered to have permanently separated from employment with the District of West Vancouver.
- (iii) On resuming employment an Employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits and vacation entitlement (but not for Statutory Holidays or Sick Leave) Maternity Leave and Parental Leave shall be counted as service. Vacation pay will be pro-rated by the period of leave and an Employee may elect not to take that portion of their Vacation which is unpaid.
- (iv) Employees requesting to return to work in a shorter period of time as defined in Section 9.03(b)(v) above, shall notify the Employer at least one (1) week before the date the Employee proposes to return to work.

(d) Sick Leave

- (i) An Employee on Maternity Leave shall not be entitled to Sick Leave for any incapacity and disability arising from a normal delivery and subsequent convalescence.
- (ii) Subject to Sub-section 9.03(d)(i), an Employee on Leave shall be entitled to be paid Sick Leave benefits for any incapacitating illness, whether or not such illness is related to pregnancy, provided that the Employee has sufficient Sick Leave credits, and produces to Human Resources a Municipal Medical Certificate duly completed by their attending physician. Notwithstanding provision 9.03(a)(i) such Sick Leave with or without pay will not be charged against the Maternity Leave.

(e) Benefits

- (i) Benefits shall continue uninterrupted during the period of time the Employee is on Maternity and/or Parental Leave (not to exceed an aggregate maximum of fifty-two [52] weeks) provided that the Employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period.
- (ii) Pension contributions will cease during the period of the leave, but can be purchased as outlined in the *Pension (Municipal) Act*. The Employee's and Employer's portions must be paid at the time of purchase.

- (f) In the event of any conflict between the *Employment Standards Act* and Sub-sections 9.03(a), (b), (c), (d), and (e) of this Agreement, the provisions of the *Employment Standards Act* shall apply.

9.04 Adoption Leave

- (a) Leave for Adoption of a child is administered as Parental Leave and is outlined in 9.03(a)(ii), (b)(vi), (c)(ii)(iii), (e)(i)(ii) and (f).
- (b) Maximum period of Parental Leave for the purposes of adoption is thirty-seven (37) weeks.
- (c) Arrangements for leave without pay may be extended to cover off-school hours for Employees who adopt a child who is of school attending age.

9.05 Jury Duty

In the event an Employee is required to serve on a Jury, or is called for Jury duty, such Employee shall continue to receive their regular pay, provided however, such Employee shall turn over to the Municipality any allowance received for serving on such Jury. The Employee is to perform their normal duties for the Municipality when they are not required to serve as a Juror or report for Jury Duty. (Refer to District HR Policy 7.2, *Court Attendance and Jury Duty*.)

ARTICLE 10 — VACATIONS FOR PERMANENT FULL-TIME EMPLOYEES

10.01 Vacation pay for all other Employees shall be as shown in Schedule "D".

10.02 In all cases of termination of service for any reason, adjustment will be made for any over-payment of vacation.

10.03 Regular Vacation

Paid annual vacations for all Permanent Employees shall be as follows:

- (a) When a change in status between Permanent Full-time and Part-time occurs, vacation entitlement will be adjusted accordingly. No employees will lose any entitlement already earned as a result of a change of status.
- (b)
 - (i) In the first calendar year of service or part thereof, vacation will be granted on the basis of ten (10) days pro-rated.
 - (ii) During the second (2nd) full calendar year of service up to and including the seventh (7th) calendar year of service - fifteen (15) working days.
 - (iii) During the eighth (8th) calendar year of service up to and including the fifteenth (15th) calendar year of service – twenty (20) working days.

- (iv) During the sixteenth (16th) calendar year of service up to and including the twenty-third (23rd) calendar year of service – twenty-five (25) working days.
- (v) During the twenty-fourth (24th) calendar year of service and all subsequent years of service - thirty (30) working days.

(c) **Vacation Adjustment Due to WCB/Sick Leave**

Annual Vacation credits in the following year shall be pro-rated and reduced as follows:

- (i) Up to seventy-nine (79) cumulative working days of absence on Workers' Compensation Leave and/or Sick Leave between the first and the last pay period of the year will not result in any reduction of Vacation entitlement.
- (ii) Cumulative absences of eighty (80) working days or more on Workers' Compensation Leave and/or Sick Leave between the first and the last pay period of the year will result in the pro-rating of Vacation credits according to the following formula:

$$\frac{\text{No. of Cumulative Working Days Absence}}{260 \text{ working days}} \times \text{No. Days Vacation Entitlement}$$

- (iii) Under no circumstances shall Vacation entitlement arising from the exercise of 10.03 (c) be reduced below fifteen (15) working days of Vacation entitlement.

10.04 Supplementary Vacation

A supplementary of five (5) working days extra vacation in the eleventh (11th) and sixteenth (16th) year shall be provided as follows:

- (a) Each Employee who is in their eleventh (11th) or sixteenth (16th) calendar year of service shall thereupon become entitled to five (5) working days of supplementary vacation. Such vacation will be credited on January 31st in the calendar year of entitlement.
- (b) Such entitlement shall be an Employee's even if such Employee's employment is terminated prior to the end of the period to which the entitlement applied.
- (c) For purposes of clarification an explanatory note and table is attached to this Agreement as Schedule "E" and forms part of this Collective Agreement

10.05 Vacations shall be as outlined in 10.03 and 10.04 above PROVIDED THAT:

- (a) Except as provided in Schedule "E", "Regular and Supplementary Vacation", Employees who have completed five (5) calendar years of service may carry over ten (10) working days of regular vacation to the next following year, to be used in that year, provided that no less than ten (10) working days of regular vacation is taken in the current year. Such carry-over is subject to the approval

of the Employee's Department Head. Vacation carry-over shall be taken in accordance with the requirements shown in 10.05 (b) and 10.05 (c).

- (b) An Employee qualifying for and intending to carry over regular vacation shall notify their Department Head by **November 30** of the year in which the vacation was earned. Extenuating circumstances excepted.
- (c) All vacation entitlement is to be taken by December 31st of the year in which the vacation was earned, excepting vacation carried over which has to be taken by December 31st of the year the vacation was carried over to and further excepting supplementary vacation carried over in accordance with Schedule "E". Extenuating circumstances excepted. If vacation carry-over requests are not submitted or are not approved, all unused vacation will be paid out in the first pay period after April 1.

Supplementary Vacation days may be taken in years 11, 12, 13, 14, 15 before the next five (5) days are credited in the sixteenth (16th) year.

- (d) All of the said Vacation periods shall be exclusive of days off and statutory holidays. All service shall be calculated as of December 31st of each year.
- (e) Entitlement in working days is based upon a five (5) day work week.
- (f) "Calendar Year" for the purpose of earning vacation credits shall be January 1st through December 31st.

"Calendar Year" for the purpose of taking vacation time off shall be January 1st to the next following December 31st.

10.06 Vacation Entitlement upon Retirement or Termination

- (a) Employees leaving the Municipality due to retirement on the Municipal Pension Plan shall be entitled to vacation entitlement as follows:
 - leaving between January 01 and March 31, one-half (1/2) of the full vacation entitlement;
 - leaving between April 01 and December 31, full vacation entitlement.
- (b) All other Employees upon terminating their employment shall in their year of termination continue to receive entitlement pro-rated in accordance with the number of months worked in that year.
- (c) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month or portion of a month greater than one half (1/2) worked to the date of termination.

10.07 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 their 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 their 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.

ARTICLE 11 — STATUTORY HOLIDAYS

11.01 Pay for Statutory Holidays for all Employees except Permanent Employees shall be as shown in Schedule "E". Paid Statutory Holidays for all Permanent Employees shall be as follows. When a change in status between Permanent Full-time and part-time occurs, vacation entitlement will be adjusted accordingly. No Employee will lose any entitlement already earned as a result of a change of status.

11.02 Entitlement

(a) Permanent Employees shall qualify for pay on the following statutory holidays commencing with the first such statutory holiday after their date of employment.

New Year's Day, Good Friday, Easter Monday, the day proclaimed by the Government of Canada for the celebration of the Queen's birthday, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day proclaimed a statutory holiday by the Federal or Provincial Governments or the Municipality. When a statutory holiday above is observed on other than a normal working day, a holiday with pay will be granted at a time to be approved by the appropriate Department Head.

(b) All Permanent Parks and Recreation and Transportation Employees who are required to work on a statutory holiday because of the continuous nature of the work shall be paid at straight time at their regular rate of pay for the hours worked on such holidays and shall be entitled to either an additional payment at one and one half (1-1/2) times their regular rate of pay for the hours worked that day, OR be given time off equal to one and one half (1-1/2) times the hours worked.

(c) The Statutory Holiday premium of time and one half (1-1/2) referred to in Sub-section 11.02 (b) is for the Employee's regular scheduled hours worked on the Statutory Holiday. Overtime hours are worked after the Employee's regular scheduled hours are completed and are paid at time and one-half (1-1/2) and double (2) the Employee's regular straight time rate, according to Section 14.04 of this Agreement.

- (d) Employees shall be paid for Statutory Holidays providing the Employee has worked, or is on annual vacation or leave of absence with pay, on the working day immediately prior to and the working day immediately following the holiday.

11.03 Statutory Holidays Occurring on Week-ends

- (a) Statutory holidays occurring on week-ends shall be observed as follows:
 - (i) Where a Statutory Holiday occurs on a Saturday, it shall be observed on the next following Monday.
 - (ii) Where a Statutory Holiday occurs on a Sunday, it shall be observed on the next following Monday.
 - (iii) Where two (2) Statutory Holidays occur on two (2) consecutive days, being Saturday and Sunday, they shall be observed on the next following Monday and Tuesday.
 - (iv) Where two (2) Statutory Holidays occur on two (2) consecutive days being Sunday and Monday, the Sunday holiday shall be observed on the next following Tuesday.
- (b) Whenever a statutory holiday falls on a Saturday or a Sunday and is observed on a week-day, that week-day shall be treated as the statutory holiday for purposes of attracting premium rates for Employees whose duties normally require them to work on that day, and work performed on the Saturday and Sunday shall not attract premium rates.

ARTICLE 12 — SENIORITY

12.01 The definition of Seniority as shown in Section 13.02 shall apply in cases of layoff only.

12.02 The following definition of Seniority will not apply in cases of layoff.

- (a) Permanent Employees only shall have rights based on seniority. In making promotions, transfers and demotions, the skill, knowledge, efficiency and capability of assuming additional future responsibilities of the Permanent Employees concerned shall be the primary consideration, and where such qualifications are equal, length of service shall be the determining factor.
- (b) Permanent Part-time Employees shall have seniority rights based on "equivalent time" relative to Permanent Full-time Employees.

12.03 Seniority Accrual

- (a) Seniority may be accumulated during, but is not necessarily limited to, approved educational leave and approved leave to attend to the business of the Association as it relates to the Municipality.

- (b) Seniority will not accrue during the following:
 - (i) unpaid suspension over five days;
 - (ii) unpaid leave of absence in excess of thirty days (except for reason of illness/injury);
 - (iii) LTD;
 - (iv) lay-off.

ARTICLE 13 — LAY-OFF, BUMPING, RECALL AND COMPENSATION

13.01 Layoff and Recall

In the event of a conflict between this Article 13 and any other provision of the Agreement, this Article shall apply.

13.02 For the purpose of this Article, the following definitions apply:

"Affected Employee" means an Employee whose position has been made redundant as a result of a layoff or whose position has been occupied as a result of a bump; positions so affected shall be referred to, as "affected positions";

"Bump" means the right of an affected Employee to be re-assigned by the Municipality to an eligible position either lateral or lower;

"Department" means Municipal Hall Departments (including Fire Department, Transportation Department, Recreation Department) and Parks and Public Works Departments;

"Eligible Lateral Position" means a position for which an Employee is qualified, requiring the same or similar qualifications, performance of the same or similar duties and responsibilities, and at the same pay level;

"Eligible Lower Position" means a position for which an Employee is qualified, at a lower pay level;

"Laid Off Employee" means an affected Employee who ceases work as a result of a layoff;

"Layoff" means a reduction of the work force for an indefinite period of time;

"Other Employment" means work of a Temporary, Casual or Part-time nature that may be made available by the Municipality to laid off Employees and does not constitute a recall as herein defined, nor does it qualify a laid off Employee for seniority accumulation.

"Pay Level" means the salary range or rate of pay of a classification as provided in the pay schedule of this Collective Agreement, and where necessary, mid-points/hourly rates shall be used for comparison;

"Position Status" means the designation of a position as Permanent Full-time, or Permanent Part-time;

"Qualified" means having the skills, knowledge and abilities, and the capability of assuming future responsibilities as evaluated by the Municipality and the requisite trades qualifications to perform the duties and fulfill the responsibilities of a position, and "qualifications" has a similar meaning;

"Recall" means the return of a laid off Employee, as a Permanent Full-time or Permanent Part-time incumbent, to an affected position having a position status identical to that held prior to the layoff and at a pay level equal to or lower than the Employee's previous classification; "recall" also means the return of a laid off Permanent Full-time incumbent to a Permanent Part-time position, but not vice versa;

"Report to Work" means on the job at the appointed time and able to perform the work assigned. "Reporting to work" has a similar meaning;

"Seniority" means length of continuous employment in a Department since the last date of hire with the Municipality for Permanent Full-time Employees and hours worked in a Department since last date of hire with the Municipality for Permanent Part-time Employees; "length of continuous employment" does not include hours worked classed as overtime;

"Terminated Employee" means an Employee who is terminated pursuant to Sub-section 13.05 (e), or who elects or is deemed to have elected compensation pursuant to Sub-section 13.04 (h);

"Work Force" means Permanent Full-time Employees and Permanent Part-time Employees who have successfully completed the probation period in a Department, it being understood that Temporary Employees, Casual Employees and Probationary Employees shall be eliminated before a layoff occurs in that classification.

13.03 Layoffs

The Municipality agrees that, by letter, it will provide the Association with as much notice as possible that a review of possible lay-offs is underway.

13.04 The following principles shall apply in the event of a layoff:

- (a) Subject to 13.04 (d) (iii):
 - (i) The Municipality shall notify the Association advising it of the redundant position(s) within each Department, the pattern of bumping and the name(s) of affected Employees. Such notice shall be written and shall also be given individually in writing to the affected Employees.
 - (ii) The notice shall be given to both the Association and the affected Employee(s) at the end of the Employee's last shift of their current work

week. The Employee and the Association shall both have two (2) working days in which to respond to the Municipality's notice.

- (b) The bumping pattern shall be based on the principle that the Employee will first bump within their own Department as defined in Section 13.02. If the Employee's seniority and qualifications are insufficient to accommodate bumping within the Department as defined then the Employee will be assigned to bump within another Department in which the Employee has seniority and qualifications to perform the work.
- (c) The pattern of bumping shall be established by the Municipality in accordance with the principle that an affected Employee shall bump the Employee with the least seniority in an eligible lateral position or an eligible lower position, provided the affected Employee is qualified for that position and possesses greater seniority than the incumbent.
- (d)
 - (i) The Municipality shall notify all affected Employees, advising them of their re-assignment within the bumping pattern as detailed in 13.04 (a) (ii) above; affected Employees shall have two (2) working days from receipt of the notice to advise the Municipality in writing of their rejection of the bumping assignment.
 - (ii) If an Employee who has been advised of their bumping assignment as per 13.04 (d) (i) above does not accept such assignment, that Employee is to advise the Municipality in writing within the two (2) working days as specified above of their reasons why such a bump should not occur. Such reasons shall include an alternative bumping suggestion. The Municipality shall reply to the Employee within one (1) working day of receipt of their written suggestion either agreeing to their suggested alternative or confirming the original bumping pattern. The Employee's response to this (i.e. accept the bump as originally advised or be laid off) is to be immediately given to the Municipality.
 - (iii) Notwithstanding 13.04 (a) (ii) Employees who are to be bumped as a result of the Municipality's acceptance of the alternative proposed in 13.04 (d) (ii) above shall be notified at the earliest opportunity of either bumping assignment or layoff and, if bumping applicable, shall then be governed by the procedure outlined in 13.04 (d) (ii) above. The Association will also receive written advice of such bumping assignment or layoff.
 - (iv) Process 13.04 (d) (i) above shall take no longer than two (2) working days; process 13.04 (d) (i) plus 13.04 (d) (ii) shall take no longer than three (3) working days. Under no circumstances will the process outlined take more than two (2) working days for 13.04 (d) (i) or two (2) working days plus a further one (1) working day for 13.04 (d) (i) plus 13.04 (d) (ii), i.e., three (3) working days. Working days are calculated commencing with the receipt by the Employee of the Municipality's original notice of bumping assignment.

- (e) Affected Employees who because of qualifications or seniority cannot be re-assigned within the bumping pattern, or who opt not to bump pursuant to Sub-section 13.04 (d), shall be given at least ten (10) working days written notice (or pay in lieu of notice or combination of both) advising them of their effective date of layoff.
- (f) Affected Employees who bump into an eligible position, either lateral or lower, as defined herein, shall be placed on the new pay level at or below that of their former position.
- (g) Benefits for laid off Employees shall cease on the effective date of layoff with the exception of medical, extended health and dental, which shall be discontinued effective the end of the month in which the effective date of layoff occurs.
- (h) At least five (5) working days prior to their effective date of layoff (or within five (5) days following notification, if payment in lieu of notice is given), Employees will be required to elect in writing to avail themselves of the procedures set forth under Section 13.05 Recall OR Section 13.06 Compensation. If an Employee fails to make such election within the five (5) days the Employee shall be deemed to have elected 13.06 Compensation.
- (i) Seniority shall cease to accumulate effective with the date the Employee is laid off.

13.05 Recall

The following shall apply only to laid off Employees who have elected this process pursuant to Sub-section 13.04 (h).

- (a) Laid off Employees shall be eligible for recall for a period of twelve (12) months following their effective date of layoff.
- (b) The Municipality shall make every reasonable attempt to contact and recall laid off Employees in order of seniority, subject to their qualifications.
- (c) The Municipality shall specify the time when a laid off Employee shall return to work. A laid off Employee who has accepted the Municipality's recall but who does not report to work within forty-eight (48) hours of recall or who refuses such a recall shall be treated as follows:
 - (i) If failure to report to work within forty-eight (48) hours of the recall is the Employee's first failure to report to work for a recall, then the Employee shall be moved to the bottom of the eligibility list, however, if this is not the Employee's first failure to report following recall, i.e., there has been one previous failure to report on the Employee's part, then the Employee shall no longer be eligible for recall and shall be deemed terminated.

- (ii) A. If a laid off Permanent Full-time Employee refuses a recall to Permanent Full-time employment, then the Employee shall no longer be eligible for recall and shall be deemed to be terminated. The same also applies to a laid off Permanent Part-time Employee who refuses a recall to Permanent Part-time employment.
 - B. A laid off Permanent Full-time Employee shall have the right to refuse a recall to Non-permanent Full-time employment without losing their position on the Municipality's Recall List.
 - C. A laid off Permanent Part-time Employee shall have the right to refuse a recall to Non-Permanent Part-time employment without losing their position on the Municipality's Recall List.
- (d) The Municipality may extend the time limits in 13.05 (c)(i) above where extenuating circumstances exist.
- (e) Benefits for Employees who are recalled shall be reinstated effective the first day of the month following recall, provided the eligibility period has been met. Service related benefits shall be pro-rated by the period of layoff. Seniority commences accumulating from the Employee's first working day following recall.
- (f) Laid off Employees shall be deemed terminated upon the earliest of:
 - failure to report to work for a recall pursuant to Sub-section 13.05 (c) (i);
 - refusal of recall pursuant to Sub-section 13.05 (c) (ii); or
 - failure to be recalled within twelve (12) months of layoff

PROVIDED THAT an Employee shall not be deemed terminated pursuant to this paragraph while working at other employment as defined herein.

- (g) No new Permanent Employees shall be hired while qualified Employees are eligible for recall and are available for work.
- (h) Affected positions shall not be posted while qualified Employees are eligible for recall.
- (i) A laid off Employee's acceptance or refusal of other employment as defined herein shall not affect recall rights under this Article.
- (j) Permanent Full-time and Permanent Part-time Employees who are recalled shall commence accumulating seniority from the date they return to work. Such seniority shall be added to seniority they had accumulated to the date of their layoff.

- (k) In administering the procedures in this Section 13.05 Recall, the Municipality shall, so far as is reasonably possible, attempt to reverse the layoff/bumping pattern of affected Employees.

13.06 Compensation *in the Event of Lay-off*

The following shall apply only to laid off Employees who have elected this process, or who are deemed to have elected this process, pursuant to Sub-section 13.04 (h).

- (a) For the purpose of Sub-section 13.06 (b) herein:

"Week's Pay" means a laid off Employee's average regular weekly earnings during the six months prior to the date of the layoff;

"Regular Weekly Earnings" means straight time earnings including acting pay and service pay but excluding premium pay.

- (b) Laid off Employees shall be entitled to two (2) week's pay for between six (6) months and two (2) years of continuous service, and one (1) additional week's pay for each continuous year of service thereafter, subject to a total maximum of eight (8) week's pay.
- (c) Employees who elect or are deemed to have elected compensation pursuant to Sub-section 13.04 (h) shall be considered terminated on the effective date of layoff.

13.07 Temporary Layoffs

In the event of a reduction in the 'workforce' as defined in Section 13.02 for a definite and limited period of time not to exceed twenty-eight (28) calendar days, the Municipality may temporarily lay off Employees and re-allocate the remaining work without regard to seniority provided the following principles are applied:

- (a) Employees who are not laid off shall retain their current rate of pay during the period of temporary layoff;
- (b) Benefits for laid off Employees shall cease during the period of temporary layoff EXCEPT FOR medical, extended health, dental, group life insurance and group income continuance, which shall not be affected; however, premiums required to provide such benefits will be paid fully by the Employee for the period of temporary layoff; service related benefits including vacations, service pay, service pay increments and salary and wage increments shall be prorated by the period of temporary layoff; however, seniority shall not be accumulated.
- (c) (i) Laid off Employees shall be recalled to their former positions, as those positions are re-established during the period of temporary layoff.
(ii) If, during the period of temporary layoff, the Municipality determines that the layoff will exceed twenty-eight (28) calendar days, or if all laid off Employees are not recalled within twenty-eight (28) days, then the

Municipality shall apply the provisions of Sections 13.01, 13.02, 13.03, 13.05, and 13.06.

13.08 Weather Conditions and Emergency Suspensions of Work

- (a) In all cases of potential layoff due to weather conditions, every effort shall be made to share the remaining work amongst all the Employees in the Department affected prior to steps being taken to activate a layoff.
- (b) Except in cases of emergency (as determined by the Municipality), when layoffs occur as a result of weather conditions, no Employee will work overtime if such work can be performed by an Employee who has been laid off under this Section 13.08.
- (c) Notwithstanding any other provisions of this Agreement, in cases of inclement weather, strikes, lock-outs or other circumstances beyond the control of the Municipality, the Municipality may temporarily suspend work without notice.

ARTICLE 14 — WORKING CONDITIONS

14.01 Changes in Working Conditions

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

14.02 Hours of Work

- (a) The normal hours of work for outside Employees shall be from 7:30 a.m. to 4:00 p.m. or 8:00 a.m. to 4:30 p.m. with one half (1/2) hour allowed for lunch. Two rest periods of ten (10) minutes each will normally be allowed to each Employee during their working shift. The regular work week shall be from Monday to Friday inclusive subject to exceptions made by the Municipality with the concurrence of the Association. Present exceptions include the Sweeper Operator whose hours of work for Monday, Tuesday and Friday shall be established within a range of 5:30 a.m. to 3:00 p.m. and Wednesday, Thursday 7:30 a.m. to 4:00 p.m. and further includes those Employees employed at the Recreation Centre, Ice Arena, Eagle Harbour Community Centre, Cemetery, Parks, Golf Courses, Beaches and Pools, where an eight and one-half (8-1/2) hour five (5) day week applies from which two ten (10) minute rest periods and a one-half (1/2) hour lunch period per day are allowed.
- (b) The normal hours of work for inside Employees shall be from 8:30 a.m. to 4:30 p.m. one (1) hour shall be allowed for lunch and two ten (10) minute rest

periods each day. The regular work week shall be from Monday to Friday inclusive. Exceptions may be made by the Municipality with the concurrence of the Association. Present exceptions include:

- (i) Recreation Centre, Ice Arena and Aquatic Centre Employees where an eight (8) hour five (5) day working week applies from which two ten (10) minute rest periods and one (1), one (1) hour lunch period per day are allowed. Hours of work for the Recreation Department shall be from 9:00 a.m. to 7:00 p.m. daily during which the hours worked by a Recreation Department Employee shall not be spread over more than a ten (10) hour period. (Please refer also to Appendix 3's letter of understanding regarding the *Aquatics Sixth Consecutive Working Days*.)
- (ii) Transit office where a seven and one-half (7-1/2) hour five (5) day working week applies from which two ten (10) minute rest periods and one (1), one-half (1/2) hour lunch period are allowed, except the Transit Service Coordinator who works an eight (8) hour day, five (5) days per week. Hours of work for the Transit Office shall be from 8:00 a.m. to 4:00 p.m. daily.
- (iii) Garage Works Yard: see Schedule "C" attached to and forming part of this Collective Agreement.

14.03 Modifications to Hours of Work

The "hours of work" for Employees may be varied with mutual agreement between Employee and supervisor. Any such modifications shall require the concurrence of the Association. The Association and Management agree to discuss, prior to the end of the Collective Agreement, the concept of a variable work year.

Upon a position becoming vacant or creation of a new position, the District, at its discretion, may alter the hours of work or vary the days of the position based on the operational needs, and such changes shall be stated on the posting. As examples:

Building Inspectors – Tuesdays to Saturdays, 7:30 a.m. to 3:30 p.m.

Finance Department – around Tax, Utility time, hours and days may vary – but between 6 a.m. and 6 p.m., Monday to Saturday, provided the Employee receives notice one (1) month in advance.

14.04 Overtime

Hours worked in excess of the normal work day shall be compensated for on the following basis:

- (a) **Overtime** will be defined in the case of Permanent Full-time and Temporary Full-time Employees as:
 - (i) time worked immediately following an Employee's regular shift;

- (ii) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, time worked immediately preceding an Employee's regular shift; or
 - (iii) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, time worked at any other time.
- (b) Overtime will be paid at:
- Time and one-half (1-1/2x)
- for the first two (2) hours of overtime on any regular working day if worked immediately preceding or immediately following an Employee's regular shift;
- Double Time (2x)
- for all overtime beyond two (2) hours on any regular working day if worked immediately preceding or immediately following an Employee's regular shift;
- Double Time (2x)
- for all overtime worked at any other time than immediately preceding or immediately following an Employee's regular shift.

14.05 Stand-by

An Employee required to be on stand-by shall receive in addition to any other pay two (2) hours stand-by time at their regular hourly rate for each day on stand-by where there is a Call-out. In the event there is no call-out the Employee shall receive a minimum of three (3) hours pay for each day on stand-by. Stand-by time is defined as the hours:

4:30 p.m. to 7:30 a.m. Monday to Friday, inclusive and also 7:30 a.m. to 7:29 a.m. of the next following day for Saturday, Sunday or Statutory Holiday.

(Please refer also to Appendix 1 relating to the issue of stand-by and call-out in the Sewers and Waterworks departments.)

14.06 Payout

Employees will be allowed to bank overtime and stand-by time with the understanding that any time in excess of five (5) days each must be taken as time off by the last pay period in May following the year in which it was earned, or it will be paid out by the second pay period in June.

14.07 Call-out is to be defined in the case of Permanent Full-time and Temporary Full-time Employees as being called back to work at any time following the completion of an Employee's regular shift except when pre-scheduled by notice provided prior to the end of the Employee's previous regular shift.

- (a) Call-out pay and travel time shall be at double time.
- (b) Call-out payment time shall commence when the Employee, including an Employee on stand-by who is called out, arrives at the Municipal Yard or the job site, whichever occurs first, and shall be based on the hours actually worked, with a minimum payment of three (3) hours.
- (c) Call-out payment shall include a one (1) hour payment for travel time. This one (1) hour payment shall be added to the time actually worked, unless the time actually worked is two (2) hours, or less, in which case the one (1) hour for travel time shall be included as part of the three (3) hour minimum. For call-out time worked which is in excess of two (2) hours, the Employee shall be paid for the time actually worked, plus one (1) hour's payment for travel time. (The minimum includes one (1) hour for travelling time.)
- (d) If additional calls are made upon the Employee prior to the expiry of the minimum three (3) hour period or prior to their arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours minimum, but the Employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for travelling time to and from home. If two (2) separate call-outs are completed within a three (3) hour period, the minimum payment shall be four (4) hours at double time. (The minimum includes two (2) hours travelling time.)
- (e) A call-out ceases when work at the job-site or Municipal Yard is complete, subject to Sub-section 14.06 (c), except for the purpose of a further call-out as described in 14.06 (d).
- (f) An Employee called-out, who does not have a Municipal vehicle but who uses their own vehicle to travel to and from the job site or the Municipal Yard in response to the call-out, shall receive a mileage allowance. The mileage allowance shall be the distance travelled from the Employee's home to the reporting point (Municipal Yard or job site) by the most direct route and return, multiplied by the Casual vehicle allowance rate in effect at that time, to a maximum payment of twenty dollars (\$20). If the Employee, by having to use public transit or a cab to respond to the call-out, incurs direct expenses for bus fare or cab fare, shall be reimbursed the actual amount incurred to a maximum of twenty dollars (\$20). If a second call-out occurs within the three (3) hour minimum period detailed in 14.06 (d), and provided the Employee has not reached home, no second mileage allowance payment shall be made. The mileage allowance payable to an Employee shall be recorded on a "Mileage Allowance Master List" maintained by the Employer. The mileage allowance shall be paid to an Employee on their pay cheque, based on call-out information reported to the Employer.

(Please refer also to Appendix 1 relating to the issue of stand-by and call-out in the Sewers and Waterworks departments.)

14.08 Emergency Conditions

- (a) Notwithstanding any other Article in this Agreement, when, because of emergency conditions caused by snow, ice, flooding, wind, fire, earthquake or other like circumstances, shifts are required to be created, shift hours out of normal work hours shall be compensated at straight time with a differential equal to three and one half percent (3-1/2%) of the Employee's hourly rate. This would be paid from the start of the shift to the end of that shift. If no shifts have been created and Employees are called upon to work due to the emergency conditions stated above at any time, other than normal work hours, the overtime rates shown above will apply.
- (b) Shift differential shown in Schedule "C" of this Agreement shall not apply to this Section.
- (c) It is understood that where a "watch" shift is required following an emergency for which shifts have been created, such shifts may be continued to facilitate such an emergency watch. It is also understood that shifts shall not be created for the sole purpose of emergency watch.
- (d) With regard to emergency conditions caused by snow, ice, flood, wind, fire, earthquake or other like circumstances:
 - (i) When shifts are required to be created, twenty-four (24) hours notice will be given to the crews involved.
 - (ii) Any work due to the stated emergency conditions within the twenty-four (24) hour period of notice, but outside normal hours of work, will be paid at overtime rates.
 - (iii) After the expiry of the twenty-four (24) hour period of notice any work performed on a specially created shift to deal with emergency conditions will be paid at straight time with a shift differential, as per the Collective Agreement.
 - (iv) Where Supervisors are not able to give a member or members of a crew the required twenty-four (24) hours' notice, but the majority of that crew has been given the required notice, the notice is considered to have been given to the entire crew.
 - (v) Any time worked in excess of eight (8) hours per shift, or forty (40) hours in a work week will be paid at overtime rates as per the Collective Agreement.

14.09 Emergency Conditions - Shift Work

In the event an Employee is sent home early during their normal work day, in order to work on a late shift, and that late shift is subsequently cancelled, the Employee shall be paid for a normal eight (8) hour day.

ARTICLE 15 — MEAL BREAKS

15.01 Meal Breaks

Meal breaks shall be provided as follows:

(a) 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 (1/2) hour which the Municipality 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 the two (2) hours.

(b) During Call-outs and Pre-scheduled Overtime

Upon completion of three and one-half (3-1/2) continuous hours of call-out work or pre-scheduled overtime work, occurring at any time other than immediately preceding or immediately following an Employee's regular shift, an Employee becomes entitled to a paid meal break of a one-half (1/2) hour which the Municipality may permit to be started at any time within the three and one-half (3-1/2) hour period but, except in an emergency, no later than the end of the three and one-half (3-1/2) hours.

(c) During Overtime, Call-outs and Pre-scheduled Overtime

Upon the completion of each successive three and one-half (3-1/2) continuous hours of call-out work or overtime work, the Employee shall be given another paid meal-break of one-half (1/2) hour which, except in an emergency, shall be taken at the end of each three and one-half (3-1/2) hour work period.

15.02 For each meal break given to an Employee under Sub-sections 15.01 (a), (b), or (c) the Employee shall be paid the one-half (1/2) hour at double the Employee's regular rate of pay.

15.03 Where by reason of an emergency it is not feasible to give a meal break at the designated time under Sub-sections 15.01 (a), (b), or (c), it shall be taken as soon as practicable and in addition the Municipality 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. The supplying of nourishment by the Municipality does not disqualify the Employee from receiving the appropriate meal allowance under Article 15 of the Agreement.

15.04 Meal Allowances

The Municipality will not be responsible for supplying nourishment to Employees in any other circumstances except as mentioned above in the cases of emergencies which preclude a meal break being taken at the designated time.

Reimbursement of meal expenses will be according to the following scale and with reference to the paid meal breaks set out in 15.01, 15.02 and 15.03 above, it being clearly understood that continuous periods of time must be worked to qualify both for the paid meal break and the following meal allowances.

- (a) Overtime immediately preceding or immediately following a regular shift:
 - (i) Seven Dollars and Fifty Cents (\$7.50) at the first break, and
 - (ii) Two Dollars and Fifty Cents (\$2.50) at each succeeding break.
- (b) Call-out: Seven Dollars and Fifty Cents (\$7.50) at the first break and Two Dollars and Fifty Cents (\$2.50) at each succeeding break;
- (c) Pre-scheduled Overtime e.g. including immediately preceding or immediately following an Employee's regular shift, or where an Employee is notified prior to the end of the preceding day that overtime is likely to last at least four (4) hours):
 - nothing at the first break;
 - Seven Dollars and Fifty Cents (\$7.50) at the second break; and
 - Two Dollars and Fifty Cents (\$2.50) at each succeeding break.

ARTICLE 16 — MISCELLANEOUS ITEMS

16.01 Council may approve a request from the Association to close a Municipal operation at certain times of the year, for example, December 24, or December 27, or December 31 etc. when a Statutory Holiday(s) renders the work week to be shorter than usual. When such approval is granted by Council, the day(s) named in the closure shall be deemed to be non-operational and, except in the case of emergency or pre-scheduled work, no Employee shall have the right to work on the day(s) so named.

16.02 Memorandums of Agreement and Letters of Understanding

Any Memorandums of Agreement, Letters of Understanding or Schedules attached hereto form part of this Collective Agreement and as such will be valid only for the life of this Collective Agreement.

16.03 Conciliation Committee

The Association, in writing, may request meetings with Council on matters of mutual interest, it being understood that permission from Council will not unreasonably be withheld.

16.04 Agreement as to Conditions Not Mentioned

It is agreed that any general conditions presently in force which are not specifically mentioned in this Agreement and are not contrary to its intentions shall continue in full force and effect for the duration of this contract.

16.05 Administration Regulations

The Association acknowledges the Administrative Rules and Regulations, providing such Rules and Regulations do not conflict with the terms and conditions of the Collective Agreement. The Association shall be notified of any changes to the Rules and Regulations.

16.06 Workforce Adjustment Plan

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of Employees to whom a collective agreement applies, it is understood and agreed the parties will abide by the terms and conditions as outlined in Section 54 of the *Labour Relations Code of B.C.*

16.07 “Permanent Part-time Employees” Joint Committee

The parties agree to establish a Committee to review the manner in which Permanent Part-time Employees are compensated for hours in excess of their permanent assignment. The Committee will be required to complete their work within ninety (90) days of ratification by providing a report on their findings and recommendations to the Municipal Manager, Chief Constable, Chief Librarian, and the WVMEA.

16.08 “Temporary Employees” Joint Committee

Representatives from the WVMEA, the District, the Library and the Police agree to meet together for the purpose of discussing issues relative to the administration of Temporary Employees.

The terms of reference for the Committee recognize that it has no authority to make any change in current practice, but members will strive to reach agreement on areas of contention, and present those, along with areas of disagreement, to the Municipal Manager, Chief Librarian, and Chief Constable and WVMEA for their consideration.

The issues for review include the following:

- i. Article 4.01 of the Collective Agreement as it relates to Temporary Employees and the ways in which this Article is being interpreted by the District, the Police and the Library.
- ii. The hiring, re-hiring and termination of Temporary Employees and the methods, philosophies, and practices used in this regard.

- iii. The impact on Temporary Employees of the methods, philosophies and practices used by the District, the Police and the Library in the hiring of permanent Employees.
- iv. The impact on Temporary Employees and their relationship with permanent Employees, of the Collective Agreement provisions concerning acting capacities and equipment operation.

The Committee members agree that a broad range of issues may be discussed, but that the central intent is to focus on the needs and stated concerns of Temporary Employees and the District. It is expected that the Committee will present its findings and recommendations to the Municipal Manager, Chief Librarian, Chief Constable and the WVMEA within a 120 day period of its first meeting, and this first meeting must be held prior to December 15, 2000.

ARTICLE 17 — ASSOCIATION REPRESENTATION

17.01 Representation

- (a) An Employee may choose to have their Association representative present at meetings with their Supervisor which the Employee believes may be the basis for disciplinary action.
- (b) Where a supervisor intends to interview an Employee for disciplinary purposes the supervisor shall endeavour to notify the Employee in advance of the purpose of the meeting to provide the Employee with the opportunity of contacting their Association representative and requesting that representative's attendance at the meeting, providing this does not hinder the ability of the supervisor in the exercise of their authority.
- (c) This clause shall not apply to meetings involving performance appraisals or of an operational nature not involving disciplinary action.

17.02 Notwithstanding the foregoing, it is the supervisor's responsibility to take immediate action where it can be shown that to delay the exercise of such discipline would not be in the best interests of either the Employee or the Municipality.

17.03 For the purpose of this Section, "Association Representative" and "Representative" shall mean a shop steward or, in the absence of a shop steward, may also mean an officer of the Association.

17.04 Shop Stewards

- (a) The Municipality will recognize only one (1) Shop Steward per operation as follows:
 - two (2) only for the Municipal Hall (including the Transit Department) of which one shall be female;
 - one (1) only in the Recreation Complex (Recreation Centre, Ice Arena, Decentralized Programs and Aquatic Centre and Beaches);

- one (1) only in Public Works (Outside);
 - one (1) only in Parks (Outside);
- (b) The Association will supply the Director of Human Resources with a list of its Shop Stewards and Executive Officers as changes occur.
- (c) A Shop Steward may request permission from their Department Head or their designate to act for Employees in an operation where no Shop Steward is available. The Shop Steward shall also obtain approval from the Department Head of the Employees he is temporarily representing prior to discussing any issue with that Department Head.
- (d) (i) For grievance procedure hearings the Municipality will not pay for more than two (2) Association representatives.
- (ii) For negotiation meetings for Collective Agreements the Municipality will not pay for more than four (4) Association Representatives.

17.05 Introduction of New Employees to Association Stewards/Representatives

- (a) The Municipality will make the necessary arrangements to enable new Employees (Permanent, Temporary and Casual) to meet the Association Representative for their work location.
- (b) The meeting will take place approximately ten (10) minutes prior to the start of the Representative's shift.
- (c) The Representative will advise their supervisor that they will be attending an "Introduction" meeting. Such advice to the supervisor will be given to allow the supervisor sufficient time to make whatever operational adjustments are required to accommodate the representative's absence.
- (d) If the representative is unable to meet with the new Employee the Municipality will have the Employee complete a "Commencement of Employment Advice" form which will be submitted to the Association so that the Association can make whatever arrangements are necessary to complete the introduction.

ARTICLE 18 — EMPLOYEE FILES

18.01 Employee Files

- (a) Material of a negative or adverse nature must be shown to the Employee prior to entering such material into that Employee's file in the Human Resources Department. In addition, such Employee shall be given the opportunity of acknowledging, by signature, that he has seen the entry.
- (b) An Employee shall have access to all material in their file at a time which is mutually convenient to the Employer and only in the presence of the Director of

Human Resources or their designate. The Employee may or may not, at the Employee's discretion, be accompanied by an Association representative.

- (c) Material of a positive or complimentary nature will be shown to the Employee and subsequently placed in their file in the Human Resources Department.
- (d) Critical and complimentary references shall be removed from an Employee's file only after completion of a five (5) year period from the time of the incident, excepting instances of a recurring nature whereby the five (5) years will be calculated from the most recent incident. Where material critical of the Employee, or in the nature of a reprimand, is placed in the file, the Employee may elect to attach an addendum to the material.
- (e) An Employee may request copies of personal file documents but will be responsible for reimbursing the Municipality with the cost of such copies.
- (f) No copies of Performance Appraisal reports will be provided.

ARTICLE 19 — GRIEVANCE PROCEDURE

19.01 Definition

Where any difference arises between the parties to this Agreement relating to the dismissal, discipline or suspension of an Employee covered by this Agreement, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of work may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference to arbitration; or may request the Labour Relations Board appoint an officer to confer with the parties to assist them to settle the difference pursuant to Section 87 of the *Labour Relations Code of British Columbia*.

19.02 Grievance Procedure

It is the intent of the parties hereto to settle any difference between them as expeditiously and harmoniously as may be possible and the following procedure is established for this purpose. Timelines are a matter of substance, but may be modified by mutual consent.

- (a) Step One: Any aggrieved Employee or Employees shall first discuss the matter with the individual's immediate Supervisor no later than fourteen (14) working days after the date the Employee first became aware of the occurrence of the incident. Both parties shall attempt to settle the grievance within five (5) working days. If the parties fail to resolve the grievance within ten (10) working days, the grievance will be advanced to the next step.
- (b) Step Two: If the grievance cannot be settled as above, the aggrieved shall present the grievance in writing to the Department Head, with a copy to the Association Executive. The aggrieved, with the Shop Steward or other

Association representative, shall meet with the individual specified in the three-step or two-step process, and they shall attempt to settle the grievance within five (5) working days. If the parties fail to resolve the grievance within ten (10) working days, the grievance may be advanced to the step three (if a three-step process) or arbitration as set out in the Agreement.

- (c) Step Three: If the grievance cannot be settled as in Step Two, the Association may submit the grievance to the Municipal Manager who shall meet within five (5) working days, or such time as may be agreed upon after receipt of the grievance, with the Association representatives and they shall attempt to settle the grievance within five (5) working days. If the parties fail to resolve the grievance within ten (10) working days, the grievance may be advanced to arbitration as set out in this Agreement.

19.03 THREE-STEP PROCESS

At each step of the process, the meeting members will include those listed, but may not be limited to those listed. In addition, prior to the commencement of the Step-One meeting, a decision will be made regarding the attendance of the Supervisor involved.

Step One: Immediate Supervisor.

Supervisor is the decision-maker.

Step Two: Exempt Supervisor, Employee, Director of Department and/or designate, Association Representative and Director of Human Resources or designate.

Director of Department or designate is decision-maker.

Step Three: Municipal Manager, Director of Human Resources, Association Representative, Employee, Director of the Department, and Exempt Supervisor.

Municipal Manager is decision-maker.

19.04 TWO-STEP PROCESS

At each step of the process, the meeting members will include those listed, but may not be limited to those listed.

Step One: Director of the Department or Department Manager, Employee, and a Representative of both the Association and the Human Resources Department.

Director of the Department or Department Manager is the decision-maker.

Step Two: Municipal Manager, Director of Human Resources, Employee, Association Representative and Director of Department or Department Manager.

Municipal Manager is decision-maker.

- 19.05** (a) In the event there is an Association grievance as such, or a Municipal grievance as such, either party may initiate the grievance procedure commencing at Step Three above and shall be governed by the time restraints contained therein and shall further be governed by the fourteen (14) working day reporting time restraint detailed in Step One.
- (b) In the event there is a Municipal Grievance the grievance shall be directed to the Association's Business Manager.

19.06 Arbitration

- (a) Should any difference between the parties to this Agreement remain unsettled after the completion of Step Three of the Grievance procedure, either party within five (5) days after failure to settle the difference, may notify the other in writing of its desire to submit the difference to arbitration. If the Association has not responded within five (5) days or, if it has, and the matter is not actively being pursued by the Association, (for example, by advice from the Association that they are proceeding to arbitration, within thirty (30) days) the grievance shall be deemed to be abandoned, unless the parties agree otherwise. The Arbitration Board shall be a panel of three (3) Arbitrators unless the parties agree that it shall be a single Arbitrator. The decision of the Arbitration Board, either single or three-person, shall be final and binding on both parties. Expenses incident to the services of the single member Arbitration Board shall be borne equally by the parties to this Agreement; each party shall bear the expenses incident to the services of its appointee to the three (3) member Arbitration Board and shall bear equally the expenses incident to the services of the Chair of the Board.
- (b) **Single Arbitrator:** The Arbitrator shall be appointed by mutual consent of the parties. If the parties are unable to agree upon the Arbitrator within seven (7) clear days after arbitration has been invoked they shall then jointly petition the Minister of Labour for the Province of British Columbia to appoint an Arbitrator. The Arbitrator shall complete their examination and hearing and hand down their award within a reasonable time, which is considered to be not more than thirty (30) days after their appointment.
- (c) **Three-member Board:** If arbitration is to be conducted by a board of three (3) members the party invoking arbitration shall, in its notice to the other party, so state, and the notice shall contain the name of its appointee to the Arbitration Board. The recipient party of such notice shall, within ten (10) days, advise the other party of the name of its appointee to the Board. The two (2) appointees so selected shall, within twelve (12) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) members fail to agree upon the Chair in the time specified, either party may apply to the

Minister of Labour to appoint a Chair. The Board shall proceed as soon as practicable to examine the grievance and render its judgment.

- 19.07** It is agreed between the parties hereto that the above Grievance and Arbitration procedure shall be the sole method of settling differences between them or between an Employee or Employees and the Municipality and it is further agreed that both parties and the Employees covered in this Agreement shall be bound by the settlements which derive from the Grievance and Arbitration procedure.
- 19.08** Any questions as to whether any matter is arbitrable shall be decided by mutual agreement between the parties hereto or shall be referred to the Labour Relations Board for decision.
- 19.09** Unless otherwise stated in this Agreement the provisions of Part 8 of the *Labour Relations Code of British Columbia*, being Sections 84 to 114, entitled "Arbitration Procedures" will apply.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date and year first above written.

SEALED with the SEAL of The CORPORATION OF THE DISTRICT OF WEST VANCOUVER and signed by:

"R.K. Wood"

Mayor

"S. Scholes"

Municipal Clerk

SEALED with the Seal of THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION, and signed by:

"R. Metcalfe"

President

"B. Schramm"

Business Manager

WVMEA INSIDE PAY GRADES

Key =	A	2.0%	2001 January 1
	B	3.0%	2002 April 1
	C	tba	2003

Pay Grade	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6*
910 70% of 10	A	9.37	9.75	10.13	10.55	10.96	
	B	9.65	10.05	10.43	10.87	11.29	
	C						
10	A	13.38	13.93	14.47	15.07	15.65	
	B	13.78	14.35	14.90	15.52	16.12	
	C						
11	A	13.93	14.47	15.07	15.65	16.27	
	B	14.35	14.90	15.52	16.12	16.76	
	C						
12	A	14.47	15.07	15.65	16.27	16.95	17.64
	B	14.90	15.52	16.12	16.76	17.46	18.17
	C						
13	A	15.07	15.65	16.27	16.95	17.64	18.36
	B	15.52	16.12	16.76	17.46	18.17	18.91
	C						
14	A	15.65	16.27	16.95	17.64	18.36	19.13
	B	16.12	16.76	17.46	18.17	18.91	19.70
	C						
15	A	16.27	16.95	17.64	18.36	19.13	
	B	16.76	17.46	18.17	18.91	19.70	
	C						
16	A	16.95	17.64	18.36	19.13	19.92	
	B	17.46	18.17	18.91	19.70	20.52	
	C						
17	A	17.64	18.36	19.13	19.92	20.75	
	B	18.17	18.91	19.70	20.52	21.37	
	C						
18	A	18.36	19.13	19.92	20.75	21.60	
	B	18.91	19.70	20.52	21.37	22.25	
	C						
19	A	19.13	19.92	20.75	21.60	22.51	
	B	19.70	20.52	21.37	22.25	23.19	
	C						
20	A	19.92	20.75	21.60	22.51	23.47	
	B	20.52	21.37	22.25	23.19	24.17	
	C						

Pay Grade	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6*
21	A	20.75	21.60	22.51	23.47	24.43	
	B	21.37	22.25	23.19	24.17	25.16	
	C						
22	A	21.60	22.51	23.47	24.43	25.45	
	B	22.25	23.19	24.17	25.16	26.21	
	C						
23	A	22.51	23.47	24.43	25.45	26.53	
	B	23.19	24.17	25.16	26.21	27.33	
	C						
24	A	23.47	24.43	25.45	26.53	27.68	
	B	24.17	25.16	26.21	27.33	28.51	
	C						
25	A	24.43	25.45	26.53	27.68	28.84	
	B	25.16	26.21	27.33	28.51	29.71	
	C						
26	A	25.45	26.53	27.68	28.84	30.08	
	B	26.21	27.33	28.51	29.71	30.98	
	C						
27	A	26.53	27.68	28.84	30.08	31.34	
	B	27.33	28.51	29.71	30.98	32.28	
	C						
28	A	27.68	28.84	30.08	31.34	32.70	
	B	28.51	29.71	30.98	32.28	33.68	
	C						

DERIVATION OF BI-WEEKLY AND MONTHLY RATES

The hourly rates set out above 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:

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

$bi\text{-}weekly\ rate \times 26 = monthly\ rate$ (taken to the nearest dollar)

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Anomalies

- Pay grade adjustments when Temporary Employees were reduced from 16% in lieu of benefits to 12% in lieu of benefits [adjustments made in 1994 January 01 to 1996 December 31 Collective Agreement
- Step 6 to be created for the following individuals in the following occupations and subsequent pay only:

Name	Occupation Code	Pay Grade
Weston, Jacqueline	1150	12

- The following people were eligible for a Step 6 because of the elimination of pay grades 10 and 11:

Name	Pay Grade
Alonzi, Laura	12
Husak, Sharon	13

ALPHABETICAL LISTING OF INSIDE CLASSIFICATIONS AND THEIR PAY GRADES

Class No.	Ref. Notes	Class Title	Pay Grade No.
1010	5.02(c)(i),4.03(a)	Accounting Clerk I	13
1020	5.02(c)(iii)	Accounting Clerk II	17
1030	5.02(c)(iii)	Accounting Clerk III	20
2090	5.02(c)(iii)	Accounting Clerk IV	24
2120	5.02(c)(i)	Accounting Clerk/Cashier I	13
1860	5.02(c)(iii)	Accounting Supervisor	26
1040	5.02(c)(ii)	Accounts Payable Clerk	15
2010	5.02(c)(i)	Accounts Payable Clerk I	12
2000	5.02(c)(iii)	Accounts Payable Clerk II	17
1890	Sch B(a), 5.02(c)(ii),4.03(a)	Aquatic Leader I	15 (7.5 hrs)
1450	Sch B(a), 5.02(c)(iii), 4.03(a)	Aquatic Leader II	17 (7.5 hrs)
1440	Sch B(a), 5.02(c)(iii)	Aquatic Program Coordinator	20 (7.5 hrs)
1060	5.02(c)(iii)	Aquatic Supervisor	22
1870	5.02(c)(iii)	Assistant Deputy Clerk	22
1070	5.02(c)(iii)	Assistant Municipal Clerk	23
2080	5.02(c)(iii)	Assistant Planner	26
1690	5.02(c)(iii)	Assistant Program Coordinator	18 (7.5 hrs)
2190	5.02(c)(iii)	Building Maintenance Technician	21 (8 hrs)
1080	Sch B(b), (d)(i), 5.02(c)(ii), 4.03(a)	Building Maintenance Worker I	15 (8 hrs)
1090	Sch B(b), (d)(i), 5.02(c)(iii)	Building Maintenance Worker II	16 (8hrs)
2280	5.02(c)(iii)	Building Maintenance Worker – Municipal Hall	16 (8 hrs)
1110	5.02(c)(iii)	Buyer	19 (8 hrs)
1120	5.02(c)(iii)	By-Law/Licence Inspector	21
1150	Sch B(a), 5.02(c)(i), 4.03(a)	Cashier & Registrations Clerk I	12 (7.5 hrs)
1160	Sch B(a), 5.02(c)(i), 4.03(a)	Cashier & Registrations Clerk II	13 (7.5 hrs)
1130	5.02(c)(i),4.03(a)	Cashier Clerk I	13
1140	5.02(c)(ii)	Cashier Clerk II	15
1170	5.02(c)(i),4.03(a)	Clerk I	12
2079		Clerk I (Non-Permanent)	11
1180	5.02(c)(i)	Clerk II	13

Class No.	Ref. Notes	Class Title	Pay Grade No.
1180	Sch B(a), 5.02(c)(i)	Clerk II – Transit Operations Support	13 (7.5 hrs)
1190	5.02(c)(iii)	Clerk III	17
1200	5.02(c)(iii)	Clerk IV	19
1210	5.02(c)(iii)	Clerk V	22
1220	5.02(c)(i),4.03(a)	Clerk Stenographer I	12
1230	5.02(c)(i)	Clerk Stenographer II	13
1240	5.02(c)(ii)	Clerk Stenographer III	15
1240	Sch B(b), 5.02(c)(ii)	Clerk Stenographer III - Parks	15 (8 hrs)
1250	5.02(c)(iii)	Clerk Stenographer IV	17
1260	5.02(c)(i),4.03(a)	Clerk Typist I	12
2069		Clerk Typist I (Non-Permanent)	11
2160	5.02(c)(iii)	Clerk/Buyer	17
1950	Sch B(b), 5.02(c)(iii)	Community Forester	25 (8 hrs)
2310	Sch B (b), 5.02(c)(iii)	Community Partnership Coordinator - Parks	22 (8 hrs)
1880	5.02(c)(iii)	Contract Services Officer	24
1300	5.02(c)(iii), App 2	Cultural Program Coordinator	20
2360	5.02(c)(iii)	Database Administrator/Analyst	26
2110	5.02(c)(iii)	Department Secretary	16
1320	Sch B(b), 5.02(c)(ii)	Dispatcher - Public Works/Parks	15 (8 hrs)
1360	5.02(c)(ii)	Engineering Assistant I	15
1370	5.02(c)(iii)	Engineering Assistant II	19
1380	5.01(c)(iii)	Engineering Assistant III	22
1390	5.02(c)(iii)	Engineering Assistant IV	25
1400	5.02(c)(iii)	Engineering Assistant V	27
2230	5.02(c)(iii)	Engineering Technician	23
2020	5.02(c)(iii)	Finance Secretary	16
2220	5.02(c)(iii)	Financial Analyst	25
2270	5.02(c)(i)	Food Services Cook	10
2260	Sch B(b), 5.02(c)(ii)	Food Services Coordinator	15 (8 hrs)
2210	5.02(c)(i)	Food Services Prep. Cook	910 (70% of paygrade 10's steps)
1620	Sch B(a), 5.02(c)(iii)	General Program Coordinator	20 (7.5 hrs)
1990	5.02(c)(iii)	Graphics Technician	19
1430	Sch B(a), 5.02(c)(iii)	Gymnastics Coach & Coordinator	20 (7.5 hrs)
2170	Sch B(a), 5.02(c)(iii), App 2	Heritage Services Co-ordinator/Curator	20 (7.5 hrs)

Class No.	Ref. Notes	Class Title	Pay Grade No.
1410	Sch B(b), 5.02(c)(iii)	Ice Engineer	19 (8 hrs)
1800	5.02(c)(i),4.03(a)	Information Clerk	12
1790	5.02(c)(iii)	Information Systems Help Desk Clerk	17
1460	Sch B(c), 5.02(c)(iii)	Inspector - Trades I	24
1470	Sch B(c), 5.02(c)(iii)	Inspector - Trades II	26
2100	5.02(c)(iii)	Land and Planning Clerk	18
1480	5.02(c)(iii)	Landscape Technician	24
1490	5.02(c)(iii)	Legal Assistant	19
1500	5.02(c)(iii)	Legal Secretary	16
1520	Sch B(a), 5.02(c)(i),4.03(a)	Lifeguard/Instructor I	13 (7.5 hrs)
1530	Sch B(a), 5.02(c)(i), 4.03(a)	Lifeguard/Instructor II	14 (7.5 hrs)
2040	5.02(c)(iii)	Mapping Technician I	17
1930	5.02(c)(iii)	Mapping Technician II	19
1940	5.02(c)(iii)	Mapping Technician III	25
2030	5.02(c)(iii)	Microcomputer/Systems Network Support Analyst	24
2320	5.02(c)(iii)	Network Analyst	26
1310	Sch B(b), 5.02(c)(iii)	Operations Support Coordinator	23 (8 hrs)
2340	Sch B(b), 5.02(c)(iii)	Park Planning Technician	22 (8 hrs)
1540	5.02(c)(i),4.03(a)	Payroll Clerk I	12
1550	5.02(c)(iii)	Payroll Clerk II	16
1560	5.02(c)(iii)	Payroll Clerk III	19
1510	5.02(c)(iii)	Permits, Licences & Bylaws Clerk	17
1570	5.02(c)(iii)	Personnel Assistant I	16
1580	Sch B(a), 5.02(c)(iii)	Physical Fitness Program Coordinator	20 (7.5 hrs)
2350	5.02(c)(iii)	Plan Checking Assistant	21
1590	SchB(c), 5.02(c)(iii)	Plan Checking Clerk - Inspector	23
2290	5.02(c)(iii)	Planning - Analyst	26
1850	5.02(c)(iii)	Planning Assistant III	21
1700	5.02(c)(iii)	Planning Research Assistant	21
1600	5.02(c)(iii),4.03(a)	Play Care Leader I	20
1420	5.02(c)(ii), 4.03(a)	Program Assistant	15
2200	Sch B(a), 5.02(c)(iii), App 2	Program Services Coordinator	19 (7.5 hrs)
1630	5.02(c)(iii)	Programmer - Analyst	26
2240	Sch B(b), 5.02(c)(ii)	Public Works Operations Clerk	15 (8 hrs)

Class No.	Ref. Notes	Class Title	Pay Grade No.
2250	Sch B(b), 5.02(c)(iii)	Public Works Technician	22 (8 hrs)
1640	5.02(c)(i),4.03(a)	Purchasing Clerk I	12
1650	5.02(c)(i),4.03(a)	Purchasing Clerk II	13
1660	5.02(c)(iii)	Purchasing Clerk III	18
2130	5.02(c)(iii)	Records Management Coordinator	22
2050	5.02(c)(iii)	Recreation Access Coordinator	19
1830	5.02(c)(i),4.03(a)	Recreation Facility Clerk	14
1960	5.02(c)(ii)	Recreation Facility Clerk/Supervisor	15
1820	Sch B(a), 5.02(c)(iii)	Recreation Program Coordinator - Youth	20 (7.5 hrs)
1900	Sch B(a), 5.02(c)(iii)	Recreation Supervisor	23 (7.5 hrs)
2330	Sch B(a), 5.02(c)(iii)	Recreation Technical Services Coordinator	23 (7.5 hrs)
1710	5.02(c)(ii)	Ridge Inspector	15
2150	Sch B(b), 5.02(c)(iii)	Risk Management Coordinator/Buyer	19 (8 hrs)
1730	5.02(c)(iii)	Secretary to the Director of Parks & Recreation	16
1720	5.02(c)(ii)	Secretary to the Municipal Clerk	15
1740	Sch B(a), 5.02(c)(iii)	Senior Citizens Program Coordinator	20 (7.5 hrs)
1970	5.02(c)(iii)	Senior Citizen's Program Volunteer Coordinator	19
1760	Sch B(b), 5.02(c)(iii), 4.03(a)	Storekeeper I	18 (8 hrs)
1770	Sch B(b), 5.02(c)(iii)	Storekeeper/Buyer - Municipal Yard	19 (8 hrs)
1770	Sch B(b), 5.02(c)(iii)	Storekeeper/Buyer - Transit	19 (8 hrs)
1920	5.02(c)(iii)	Supervisor - Cultural Services	22
1100	5.02(b)(c)(iii)	Supervisor – Inspections	28
2300	5.02(c)(iii)	Supervisor - Permits, Licences & Bylaws	24
1780	5.02(c)(iii)	Supervisor - Taxes & Utilities	21
1330	Sch B(a), (d)(ii)(A), 5.02(c)(iii)	Transit Service Coordinator	21 (8 hrs)
2180	Sch B(a), 5.02(c)(iii), App 2	Visual Arts Coordinator	19 (7.5 hrs)

- (a) Incumbents to be paid an additional five (5) hours per pay period based on their regular base hourly rate of pay when required to work a thirty-seven and one-half (37-1/2) hour week.
- (b) Incumbents to be paid an additional ten (10) hours pay per pay period based on their regular base hourly rate of pay when required to work a forty (40) hour week.
- (c) The Pay Grades for Plan Checking Clerk/Inspector and Pay Grades 24 and 26 for Inspector - Trade I and II respectively includes trade adjustment.
- (d)
 - (i)
 - A. Employees working in Building Maintenance Worker classifications at the Recreation Centre, Ice Arena, and Aquatic Centre who previously have not received shift differential shall qualify to receive seventy-five cents (75¢) per hour shift differential for hours worked outside 9:00 a.m. to 7:00 p.m. daily in accordance with (d)(i)(B) below.
 - B. Shift differential referred to in (d)(i)(A) above shall be payable for all regular hours worked more than one (1) hour on either side of the recognized normal or standard daily hours, provided that where the majority of an Employee's regular hours fall outside the period described in (d)(i)(A) above, the shift differential shall apply to the entire shift.
 - (ii)
 - A. Transit Service Coordinators required to work shifts outside of 8:00 a.m. to 4:00 p.m. daily, including Saturday and Sunday shall qualify for a shift differential of seventy-five cents (75¢) per hour for all hours worked outside of 8:00 a.m. and 4:00 p.m.
 - B. Shift differential referred to above shall be payable for all regular hours worked more than one (1) hour on either side of the recognized daily hours, provided that where the majority of an Employee's regular hours fall outside of the period of 8:00 a.m. to 4:00 p.m. the shift differential shall apply to the entire shift.

OUTSIDE EMPLOYEES ON HOURLY RATES

Class Spec.	Job Title	2001	2002	2003
3100	Blacktop Raker - Skilled (Plus Dirty Money)	18.99	19.56	
3193	Building Maintenance Worker (Recreation) (with Trade)	23.77	24.48	
3141	Carpenter 1 - Basic	19.62	20.21	
3142	Carpenter 2 - Semi-Skilled	22.27	22.94	
3143	Carpenter 3 - Skilled (with TQ)	23.77	24.48	
3091	Concrete Finisher (Trowel Work) 1 - Maintenance	18.99	19.56	
3092	Concrete Finisher (Trowel Work) 2 - Construction	19.62	20.21	
3910 (b)	Equipment Maintenance Supervisor	Step 1	24.20	24.93
		Step 2	25.43	26.19
3251	Equipment Operator 1	19.13	19.70	
3252	Equipment Operator 2	19.83	20.42	
3253	Equipment Operator 3	20.84	21.47	
3212	Gardener 1 - Semi-skilled	22.27	22.94	
3213 (f)	Gardener 2 - Skilled	23.77	24.48	
3060	Gardener Helper	18.40	18.95	
3073	Greenskeeper 1 - Skilled	18.67	19.23	
3074	Greenskeeper 2 - In Charge of Crew	22.27	22.94	
3029 (c)	Labourer - Temporary	13.11	13.50	
3020(a), (d)	Labourer	Step 1	17.65	18.18
		Step 2	18.67	19.23
3151	Mechanic 1 - Basic	19.62	20.21	
3152	Mechanic 2 - Semi-skilled	22.27	22.94	
3153	Mechanic 3 - Skilled (with TQ)	23.77	24.48	
3230 (f)	Nurseryworker 2	23.77	24.48	
3131	Painter 1 - Basic	19.62	20.21	
3132	Painter 2 - Semi-skilled	22.27	22.94	
3133	Painter 3 - Skilled (with TQ)	23.77	24.48	
3039(c),(d)2	Park Attendant - Temporary	13.11	13.50	
3030(a), (d)	Park Attendant	Step 1	17.65	18.18
		Step 2	18.67	19.23
3261	Parks GPS & Mapping Project Assistant	17.65	18.18	
3110	Pipefitter & Caulker	19.62	20.21	
3136	Sign Maker - Semi-skilled	22.27	22.94	
3221	Stonemason 1 - Basic	19.62	20.21	
3222	Stonemason 2 - Semi-skilled	22.27	22.94	
3223	Stonemason 3 - Skilled	23.77	24.48	
3510 (b), (e)	Supervisor I	Step 1	19.08	19.65
		Step 2	20.77	21.39

Class Spec	Job Title		2001	2002	2003
3610 (b)	Supervisor II	Step 1	20.73	21.35	
		Step 2	22.56	23.24	
		Step 3	24.40	25.13	
3710 (b)	Supervisor III	Step 1	22.97	23.66	
		Step 2	24.20	24.93	
		Step 3	25.43	26.19	
3244	Tandem Axle Operator		19.83	20.42	
3200	Technical and General Utilityworker		22.27	22.94	
3810	Trades Supervisor		24.20	24.93	
3243	Truck Operator 2b		19.48	20.06	
3181	Utilityworker - Basic		19.62	20.21	
3182	Utilityworker - Semi-skilled		22.27	22.94	
3183 (f)	Utilityworker - Skilled		23.77	24.48	
3161	Welder 1 - Basic		19.62	20.21	
3162	Welder 2 - Semi-skilled		22.27	22.94	
3163	Welder 3 - Skilled		23.77	24.48	
3040	Wilderness Park Attendant		19.62	20.21	
3024	Yard Labourer/Stores Assistant		18.67	19.23	

NOTES TO SCHEDULE "C"

(a) Probation	Probation period for all classifications is twelve (12) months except Labourer/Park Attendant – Step 1 which is six (6) months.
(b) Supervisor - Progression	Employees who are employed as Supervisors at Step 1 shall be entitled to an increment to Step 2 of their salary scale upon satisfactory performance relative to the work and twelve (12) months consecutive service in the Supervisor position and upon successful completion of specific courses.
(c) Class Spec. 3029 & 3039	Temporary Labourers and Park Attendants are not eligible for higher rates of pay for the operation of any equipment, up to but excluding air brake equipment. <i>Please refer also to Appendix 6.</i>
(d) Class Spec. 3020 & 3030	<ol style="list-style-type: none"> 1. Labourers and Park Attendants progression from Step 1 to Step 2 will require a term of one year in the position, performing duties satisfactory to the position and successful completion of specified courses. 2. Casual Park Attendant Les Finta is 'grandparented' at \$16.62/hour and will also receive any future general wage increases with 'percent-in-lieu' according to Schedule "D", D1.01.
(e) Class Spec. 3510	<ol style="list-style-type: none"> 1. The Supervisor 1 Classification shall be used for acting appointments and Summer supervisor hiring. 2. Progression from Step 1 to Step 2 of the Supervisor 1 wage scale shall occur following satisfactory performance and the completion of 2080 hours (260 payroll days) worked as a Supervisor 1 during consecutive periods of employment.

	<p>3. Notwithstanding (2), the principle to be followed when determining the level of pay for acting Supervisor is that they will be paid a rate which is higher than the highest paid Classification supervised.</p>
(f) Class Spec. 3213, 3230, & 3183	<p>Gardener 2-Skilled; Nurseryworker 2 and Utilityworker – Skilled will qualify for the Trades Supervisor rate when directly supervising Employees.</p>
Dirty Money	<ol style="list-style-type: none"> 1. Employees shall be paid a premium of fifty cents (50¢) per hour for the time they are in direct contact with raw sewage. 2. Blacktop laying, fifty cents (50¢) per hour in addition to Employee's regular hourly rate payable to each Employee who comes in physical contact with the blacktop being spread. The minimum amount paid shall be two dollars and forty cents (\$2.40) in a normal working day. 3. Employees disinterring uncremated human remains shall be paid a premium of one and half (1½) times their normal hourly rate of pay for each hour so engaged.
Clothing	<p>The District will give the Association a letter outlining that the Purchasing Department will obtain competitive quotes from suppliers for specified work boots and clothing, initially limited to safety boots, rain gear, and winter jackets. Upon selection of the most competitive vendor, Employees would then be eligible to purchase these items by going through the Purchasing Department.</p> <p>Each member of the grass crew will receive forty dollars (\$40) per year towards protective clothing. If the article of clothing purchased with the forty dollars (\$40) wears out within the season as a result of use on the job, the employee may request of the Section Manager consideration of a further forty dollars (\$40) payment to replace the article.</p>
Shift Differential	<ol style="list-style-type: none"> 1. Shift differential, as outlined in (2) and (3) below will only be paid for the hours worked more than one hour on either side of the normal working hours of 7:30 a.m. to 4:00 p.m. or 7:30 a.m. to 6:00 p.m. (Garage) provided that where the majority of an Employee's time falls outside the hours of 7:30 a.m. to 4:00 p.m. or 7:30 a.m. to 6 p.m. (Garage) the shift differential shall apply to the entire shift. 2. Mechanics required to work on an evening shift shall be paid seventy-five cents (75¢) per hour above their regular hourly rate, while so employed and as outlined in (1) above. 3. Sweeper Operator required to work morning and evening shifts shall be paid an hourly premium of seventy-five cents (75¢) per hour above the Sweeper Operator regular hourly rate while so employed and as outlined in (1) above. 4. During the winter months, where a Winter Night Patrol Shift is established by the Public Works Manager, the Employee so appointed to this shift, in addition to their regular hourly rate of pay, shall receive a shift differential of seventy-five cents (75¢) per

	<p>hour for the regular hours worked on their shift.</p> <p>5. Shift differential referred to in this Schedule "C" shall not apply to shifts created under Section 14.08, Emergency Conditions.</p>
<p>Apprenticeship</p>	<p>At the Employer's discretion, Apprentice rates shall be the same as the Labourer/Park Attendant (Step 1) rate for the duration of an apprenticeship.</p> <p>Apprentices, while they are attending courses set by a training authority acceptable to the Municipality during each year of their apprenticeship, shall apply for allowances granted by Labour Canada and shall sign these over to the Municipality. The Municipality shall continue to pay the Apprentice at their regular rate of pay. If an Apprentice fails to turn over allowances to the Municipality, they shall be paid the difference between their regular rate of pay and the allowances received.</p>
<p>Non-standard Hours - Garage</p>	<ol style="list-style-type: none"> 1. <u>Section 14.02 "Hours of Work - Outside Employees"</u> This Section is waived. 2. <u>Meal Breaks</u> A one half hour lunch break and two paid rest periods of ten (10) minutes each will normally be allowed to each Employee during their working shift. 3. <u>Cancellation</u> Two weeks notice will be given by the Municipality to cancel the 4-day work week and return to a standard 5-day work week. The Association is not able to cancel the 4-day work week. 4. <u>Temporary Cancellation</u> The temporary cancellation of shifts may occur in the case of: <ol style="list-style-type: none"> a. Emergency - as defined by the Employer, or Shortage of work, or b. Shortage of manpower. c. Temporary cancellations will not occur without prior consultation with the Association, and, except in case of emergency cancellation where it may not be possible to provide notice, twenty-four (24) hours notice of shift cancellation shall be provided to the Employees and to the Association. Notification will be deemed 'given to all' if the majority of the Employees in the Section are notified. 5. <u>Time Free From Work</u> A minimum of twelve (12) hours time off between shifts shall be allowed (subject to emergencies), except where overtime has been worked by the Employee on their previous shift. 6. <u>Overtime</u> Overtime will be paid on time worked in excess of ten (10) hours of work with overtime rates as shown in the current Collective Agreement. 7. <u>Shift Differential</u> No shift differential shall be paid for the ten (10) hour normal shift.

**Non-standard Hours –
Garage**

(continued)

8. Statutory Holidays
 - a. Employees may revert to an eight (8) hour shift for the week of a Statutory Holiday with the Statutory Holiday being paid eight (8) hours, or
 - b. Employees may, if staff levels allow, continue the ten (10) hour shifts and be paid ten (10) hours for the Statutory Holiday. To make up for the additional two (2) hours paid on the Statutory Holiday, Employees can use 2 hours out of their respective Banks (Vacation; Overtime or Gratuity). If they have no time in their Banks, then the two (2) hours will be Unpaid Leave-of-Absence, or
 - c. Employees may make up the two hours pay during Statutory Holiday weeks by working forty (40) minutes extra on each of the three working days in the Statutory Holiday weeks, or
 - d. Employees may spread the two (2) hours over a greater number of days (but in the same pay period), however the time worked has to be meaningful (i.e. – not a few minutes here or there).
9. Emergency Shift Change – Move to 5-day work week
 - a. Regardless of what day of the week the move from 10 hours per day to 8 hours per day occurs, the Mechanic must have made up their 40 hours by the end of that week.
 - b. Overtime would only be paid as per the Collective Agreement. That is, first two hours at time and one-half and the balance at double time after the 10 hours were worked that day or if the Mechanic had reached their 40 hour total for that week. Where a Mechanic has completed their 40 hours in that week, the first two (2) hours immediately following the completion of the 40 hours is paid at time and one-half and all hours after that are paid at double time.
 - c. When the snow removal or emergency condition is over Mechanics will move from the 8 hour/5-day week to a 10 hour/4-day week at the beginning of the next full week.
 - d. It should be noted that Mechanic(s) may be working a 10-hour day at straight time while other Mechanics would be working on overtime. This anomaly is considered operationally acceptable.

BENEFITS FOR PERMANENT PART-TIME, TEMPORARY AND CASUAL EMPLOYEES

ARTICLE D1 — Qualification for Benefits or Pay in Lieu of Benefits

D1.01 Casual and Temporary Employees

Casual Employees and Temporary Employees will receive twelve percent (12%) of regular earnings which premium payment shall be considered to be in lieu of all benefits including those providing time off with pay such as bereavement leave, etc. Temporary Employees who become Permanent Employees shall qualify for benefits as shown in Article D3 of this Schedule "D".

Casual Park Attendant Les Finta is grandfathered at sixteen percent (16%) in lieu of fringe benefits. [Twelve percent (12%) will be paid in fringe benefits and 4% will be added to his hourly rate.]

D1.02 Permanent Part-time Employees with over Six (6) Months Service

Permanent Part-time Employees who have worked six months of continuous service as a Part-time Employee shall be provided with a one-time choice between receiving twelve percent (12%) of regular salary in lieu of all benefits except those listed in D.3 below, or actual benefits coverage. In any case where an eligible Employee opts for benefits coverage, the Municipality will contribute its contractual portion of premiums pro-rated by the proportion of regular Full-time weekly hours which the Permanent Part-time Employee normally works, and the Employee will be required to pay the balance of the premiums. Benefits referred to in this section are detailed in Article D2 of this Schedule "D".

ARTICLE D2 — Permanent Part-time Benefits

D2.01 (a) Permanent Part-time - With Benefits

Permanent Part-time Employees who complete six (6) months continuous service and who opt for benefit coverage shall commence such coverage on the first day of the month immediately following the completion of six (6) months continuous service. The twelve percent (12%) of regular salary shall continue to be paid during the period between the completion of the six (6) months continuous service and the commencement of benefit coverage. The Employee and their spouse, including same-sex spouse and dependents, as defined by the applicable insurance carrier, will be eligible for BC Medical Plan, MSA, Extended Health, Group Life Insurance, Group Income Continuance, and Dental

Plan. Employees only will be eligible for those benefits referred to below in D2.04 to D2.11 inclusive.

- (b) At the time a Permanent Part-time Employee is provided with the choice to remain on pay in lieu of benefits, or to commence benefit coverage, the Employee shall be advised that their decision of pay in lieu of benefits has to be made and communicated to the Director of Human Resources or their designate within five (5) working days of being given said choice. When the choice has been given to the Employee, but the Employee fails to advise the Director of Human Resources or their designate of the Employee's decision within the stated five (5) working days, they shall be deemed to have chosen pay in lieu, and shall be paid accordingly.

D2.02 Pay in Lieu of Benefits

All Permanent Part-time Employees who have worked less than six (6) months of continuous service, shall be entitled to receive twelve percent (12%) of regular salary in lieu of all benefits.

D2.03 Leave of Absence With or Without Pay

All Permanent Part-time Employees who have worked six (6) months, shall be entitled to the same Bereavement Leave, Maternity and Parental Leave, Adoption Leave and Jury-Witness Duty provisions to which Permanent Full-time Employees are entitled on a pro-rated basis, but if having opted for the percentage in lieu of all other benefits, shall not be paid such percentage when on unpaid leave of absence.

D2.04 Past Service Recognition Plan shall commence, for Employees who were appointed Permanent Part-time 1987 December 31 or before following the completion of five (5) consecutive years of service with payment based on hours worked in the fifth (5th) year, i.e. sixty dollars (\$60.) per year or one half day's pay, whichever is greater, pro-rated in each case. Increments every five (5) year period to be based on the hours worked in the fifth (5th) year of the cycle. There is no Past Service Recognition Plan Pay or Service Pay for Employees hired 1988 January 01, or after.

D2.05 Municipal Pension Plan contributions shall commence [for those qualified under the terms of the *Pension (Municipal) Act*] on the first (1st) day of the pay period following Permanent status. Participation in the Municipal Pension Plan shall be in accordance with the *Pension (Municipal) Act*.

The following will affect any Employee who was contributing to the Municipal Pension Plan as of 1988 June 29 and who on that date or thereafter changed (or had changed for them) their Employee status to the point where they became entitled to

choose to receive or received a percentage of their pay in lieu of fringe benefits.

(a) Where an Employee is contributing to the Municipal Pension Plan and that Employee's status changes to qualify them to receive a percentage of their pay in lieu of fringe benefits, the *Pension (Municipal) Act* requires that Employee to continue to contribute to the Plan regardless. The Employer is also required by the Act to continue its contributions to the Plan.

(b) This Schedule "D" provides for the payment of 12% of a qualified Employee's rate of pay in lieu of fringe benefits.

D2.06 Retirement payments where applicable shall be based on the hours worked in the twelve (12) consecutive month period immediately preceding the Permanent Part-time Employee's date of retirement.

D2.07 (a) Sick Leave credits will only be accumulated by Permanent Part-time Employees who, following the completion of six (6) months continuous service, opt for coverage under the benefits listed in Section D2.01 above. Accumulation of Sick Leave credits will commence from the first (1st) day of the month immediately following the completion of six (6) months continuous service. Sick Leave credits will be based on one and a half (1 ½) days per month, pro-rated. Maximum accumulation of sick leave credits will be based on two hundred and fifty (250) days annually, pro-rated. A Permanent Part-time Employee qualifying for Sick Leave credits will not be eligible for paid sick leave until the first (1st) day of the month immediately following the commencement of accumulation of sick Leave credits. Such paid sick leave will continue only to the extent that the Permanent Part-time Employee has Sick Leave credits.

(b) The twelve percent (12%) of regular salary paid in lieu of benefits will cease on the calendar day immediately preceding the first day of the month which immediately follows the completion of six (6) months continuous service (per Section D2.01).

(c) Annual Sick Leave credits in the following year shall be pro-rated and reduced as follows:

(i) Up to twenty (20) continuous working days of absence due to Sick Leave between January 1st and December 31st will not result in any reduction of Sick Leave credits.

(ii) Twenty-one (21) continuous working days of Sick Leave or more, between January 1st and December 31st will result the pro-rating of Sick Leave Credits according to the following formula:

$\frac{\text{No. of Continuous Working Days Absence}}{260 \text{ working days}} \times 20 \text{ days}$

- (iii) **Cumulative** absences of forty (40) working days or more on Workers' Compensation Leave and/or Sick Leave between January 1st and December 31st will result the pro-rating of Sick Leave Credits according to the following formula:

$\frac{\text{No. of Cumulative Working Days Absence}}{260 \text{ working days}} \times 20 \text{ days}$

D2.08 Gratuity Credits will only be accumulated by Permanent Part-time Employees who qualify for accumulated Sick Leave shown in Section D2.07 above. Gratuity credits and deductions will be in accordance with Section 8.13 of the Collective Agreement to which this Schedule is attached but are pro-rated.

D2.09 Paid Illness in the Family leave from Sick Credits will be in accordance with Section 8.14 of the Collective Agreement, but only for those Permanent Part-time Employees who qualify to accumulate Sick Leave credits. Any deductions will be based on a maximum of two (2) days, pro-rated.

D2.10 (a) Paid **Annual Vacation** leave shall be provided only for those Permanent Part-time Employees who have opted for coverage under the benefits listed in Section D2.01 above. Vacation entitlement will be in accordance with Article 10 of the Collective Agreement to which this Schedule is attached and will be pro-rated.

- (b) A qualified Permanent Part-time Employee will commence service for the purpose of earning the first (1st) part calendar year's vacation entitlement from the first (1st) day of the month following completion of six (6) months continuous service.

- (c) After the first (1st) part calendar year of service, vacation entitlement will be calculated from the original date of continuous employment.

- (d) Annual Vacation credits in the following year shall be pro-rated and reduced as follows:

- (i) Up to seventy-nine (79) cumulative working days of absence on Workers' Compensation Leave and/or Sick Leave between January 1st and December 31st will not result in any reduction of Vacation entitlement.

- (ii) Cumulative absences of eighty (80) working days or more on Workers' Compensation Leave and/or Sick Leave between January 1st and

December 31st will result the pro-rating of Vacation Credits according to the following formula:

$$\frac{\text{No. of Cumulative Working Days Absence}}{260 \text{ working days}} \times \text{No. Days Vacation Entitlement}$$

- (iii) Under no circumstances shall Vacation entitlement arising from the exercise of D2.10 (d)(i) or (ii) be reduced below fifteen (15) working days of Vacation entitlement.

D2.11 Paid Statutory Holiday leave shall be provided only for those Permanent Part-time Employees who have opted for coverage under the benefits listed in Section D2.01 above. Paid Statutory Holiday leave will be provided in accordance with Article 11 of the Collective Agreement to which this Schedule is attached. Pay for time worked on a Statutory Holiday shall be paid for at one and one-half (1-1/2) times the Employee's regular hourly rate of pay. In addition, pay for the day which is taken off to observe the Statutory Holiday shall be for a full regular day (of the Employee), except for Employees who are receiving a percent in lieu of benefits, in which case there is no pay, as it is included in the percentage in lieu.

D2.12 Seniority will be effective from the first (1st) day of employment, provided the employment has been continuous, except as noted in Section 12.03 of the Collective Agreement to which this Schedule is attached.

D2.13 Overtime Pay Meal Period and Meal Allowance for Permanent Part-time Employees shall be as shown in Article D5 of this Schedule "D".

ARTICLE D3 — Temporary Employees

D3.01 Pay In Lieu of Benefits

Temporary Employees shall be entitled to twelve (12%) of regular earnings which premium payment shall be considered to be in lieu of all benefits including those providing time off with pay such as bereavement leave, etc.

D3.02 Temporary to Permanent Status

Commencing on the first (1st) day of the month immediately following a Temporary Employee being classed as Permanent one of the following shall apply:

- (a) If Permanent Full-time, the Employee shall be covered by all the benefits provided by Article 8 of the Collective Agreement to which this Schedule is attached, or

- (b) If Permanent Part-time and following the completion of six (6) months continuous employment and if further the Employee has opted for coverage under the benefits covered by Section D2.01 of this Schedule, the Employee shall be covered by all the benefits provided by that Article.
- (c) In cases where a Temporary Employee has opted for benefits, the percentage payment shall continue from the date of Permanent status to the day immediately preceding the date the benefit coverage is to commence.

D3.03 Benefits Upon Permanent Part-time Status

In addition to the benefits referred to in D3.02 above, Temporary Employees being classed as Permanent Full-time and Temporary Employees being classed as Permanent Part-time and having opted for benefits coverage shall be entitled to the following:

- (a) **Past Service Recognition Plan** shall commence, for Employees who were hired 1987 December 31 or before and are appointed into a Permanent position during 1988 without any break in service following the completion of five (5) consecutive years of service provided the Employee is permanent at the time the Employee completes five (5) years of service. Payment will be based on the hours worked in the fifth (5th) year, i.e. sixty dollars (\$60) per year or one half day's pay, whichever is greater, pro-rated in each case where applicable. Increments will be in accordance with Section 8.15 of the Collective Agreement to which this Schedule is attached. There is no Past Service Recognition Plan Pay or Service Pay for Employees who do not meet the criteria shown in the first sentence of this Sub-section D3.03 (a).
- (b) **Municipal Pension Plan**

Membership in the Municipal Pension Plan will commence from the first (1st) day of the pay period immediately following Permanent status, provided always that the Employee has completed six (6) months continuous service. Participation in the Plan will be in accordance with the *Pension (Municipal) Act*.
- (c) **Retirement** payments will be in accordance with Section 8.08 of the Collective Agreement to which this Schedule is attached.
- (d) (i) **Sick Leave** credits will be accumulated from the first day of the month following Permanent status for Permanent Full-time and Permanent Part-time Employees, provided always that the Permanent Part-time Employee has completed six (6) months continuous service. Credits will be

accumulated in accordance with Section 8.09 of the Collective Agreement to which this Schedule is attached. A Permanent Part-time Employee qualifying for Sick Leave credits will not be eligible for paid sick leave until the first day of the month immediately following the commencement of accumulation of Sick Leave credits. Such paid sick leave will continue only to the extent that the Permanent Employee has Sick Leave credits.

- (ii) The applicable percentage of regular salary paid in lieu of benefits will cease on the calendar day immediately preceding the first day of the month which immediately follows the date of Permanent Employee status or, in the case of a Permanent Part-time Employee with less than six (6) months continuous service, the percentage will cease on the calendar day immediately preceding the first day of the month which immediately follows the completion of six (6) months continuous service.
- (e) **Gratuity credits** will only be accumulated and taken by Employees with Permanent status in accordance with Section 8.13 of the Collective Agreement to which this Schedule is attached, but are pro-rated where required.
- (f) **Illness in Family** leave will be granted following Permanent status in accordance with Section 8.14 of the Collective Agreement to which this Schedule is attached.
- (g) Paid **Annual Vacation and Statutory Holiday** leave shall be provided in accordance with the applicable Articles and Schedule D respectively of the Collective Agreement only for Temporary Employees who have been assigned Permanent status as either:
 - (i) a Permanent Full-time Employee (Articles 10 and 11), or as
 - (ii) a Permanent Part-time Employee (Articles D2.10 and D2.11) who has opted for benefit coverage in lieu of the percentage payment.
 - (iii) Service for the purpose of earning the first (1st) part calendar year's vacation entitlement will commence from the date of Permanent status. After the first (1st) part calendar year of service, vacation entitlement will be calculated from the original date of continuous employment.
- (h) **Statutory Holidays While Temporary**

Statutory Holiday time off shall be provided in accordance with Article 11 of the Collective Agreement to which this Schedule is attached. Pay for time worked on a Statutory Holiday shall be paid at one and one-half (1-1/2) times the Employee's regular hourly rate of pay. (No pay is paid for the day off observed for the Statutory Holiday. Pay is included in the % in lieu.)
- (i) When Permanent, **Seniority** will be effective from the first (1st) day of continuous employment.

- (j) **Overtime** for Full-time Temporary Employees commences only when the full-time daily and full-time weekly hours are passed.
- (k) **Overtime Pay, Meal Periods and Meal Allowance** for non-Full-time Temporary Employees shall be as shown in Article D4 below.

ARTICLE D4 — Statutory Holidays for Casual Employees

D4.01 Time worked on a Statutory Holiday shall be paid at one and one-half (1-1/2) times the Employee's regular hourly rate of pay. (No pay is paid for the day off observed for the Statutory Holiday. Pay is included in the % in lieu.)

ARTICLE D5 — Overtime Pay, Meal Periods and Meal Allowances

This section shall apply only to Employees who are not Permanent Full-time or are not Temporary Full-time.

D5.01 Overtime Pay

Employees who are required to work overtime shall be paid for such overtime as follows:

- (a) Time and one-half for the first 4 hours worked in excess of the normal daily hours in a day.
- (b) Double time for hours worked beyond 4 hours in excess of the normal daily hours in a day.
- (c) Where Employees have already performed work on 5 days during the week, time and one-half for any hours worked prior to noon on their sixth day of work in that week, double time for any hours worked after 12 noon on their sixth day, and double time for all hours worked on their seventh day of work in that week.
- (d) For the purposes of applying overtime rates, normal daily hours and normal weekly hours shall be those assigned to the equivalent Permanent Full-time classifications.
- (e) For the purposes of this Section D5.01, "week" is defined as any five working days, during a week, Monday to Sunday.

D5.02 Meal Breaks and Meal Allowances

- (a) Employees to whom this Article D5 applies who are relieving in a Full-time position shall be eligible for Meal Breaks and Meal Allowances pursuant to Article 15 of the Collective Agreement under the same terms and conditions that are applicable to a Permanent Full-time Employee.
- (b) Employees to whom this Article E5 applies who are required to work on their sixth or seventh day of the week pursuant to Sub-section D5.01 (c) above shall be eligible for Meal Periods and Meal Allowances pursuant to Article 15 of the Collective Agreement, except that the paid Meal Period will be at the applicable overtime rate pursuant Sub-section D5.01 (c) above.

REGULAR AND SUPPLEMENTARY VACATION

Explanation of the Tables

- (i) The upper figures show the number of working days* of regular annual vacation.
- (ii) The "5+" figures are the number of working days* of supplementary vacation, and appear 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 five (5) days are credited.
- (iii) Each Employee hired after 1968 June 30 will be credited with five (5) supplementary working days at the start of their eleventh (11th) calendar year which may be taken at any time prior to the end of the fifteenth (15th) calendar year, etc.

Effective January 1, 2000, Employees will be credited with five (5) supplementary working days at the start of their eleventh (11th) and sixteenth (16th) calendar years which may be taken at any time prior to the end of their fifteenth (15th) and twenty-first (21st) calendar years, respectively.

*Entitlement in working days is based upon a five (5) day work week.

<u>HIRE DATE</u>	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Jan 1 - Dec 31 '60	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '61	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '62	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '63	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '64	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '65	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '66	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '67	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '68	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '69	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '70	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '71	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '72	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '73	30	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '74	25	30	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '75	25	25	30	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '76	25	25	25	30	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '77	25	25	25	25	30	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '78	25	25	25	25	25	30	30	30	30	30	30	30	30
Jan 1 - Dec 31 '79	25	25	25	25	25	25	30	30	30	30	30	30	30
Jan 1 - Dec 31 '80	25	25	25	25	25	25	25	30	30	30	30	30	30
Jan 1 - Dec 31 '81	25+5	25	25	25	25	25	25	25	30	30	30	30	30
Jan 1 - Dec 31 '82	20	25+5	25	25	25	25	25	25	25	30	30	30	30
Jan 1 - Dec 31 '83	20	20	25+5	25	25	25	25	25	25	25	30	30	30
Jan 1 - Dec 31 '84	20	20	20	25+5	25	25	25	25	25	25	25	30	30
Jan 1 - Dec 31 '85	20	20	20	20	25+5	25	25	25	25	25	25	25	30
Jan 1 - Dec 31 '86	20+5	20	20	20	20	25+5	25	25	25	25	25	25	25
Jan 1 - Dec 31 '87	20	20+5	20	20	20	20	25+5	25	25	25	25	25	25
Jan 1 - Dec 31 '88	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25
Jan 1 - Dec 31 '89	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25
Jan 1 - Dec 31 '90	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25
Jan 1 - Dec 31 '91	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25
Jan 1 - Dec 31 '92	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25
Jan 1 - Dec 31 '93	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5
Jan 1 - Dec 31 '94	15	15	15	15	15	20	20	20	20+5	20	20	20	20
Jan 1 - Dec 31 '95	15	15	15	15	15	15	20	20	20	20+5	20	20	20
Jan 1 - Dec 31 '96	PR	15	15	15	15	15	15	20	20	20	20+5	20	20
Jan 1 - Dec 31 '97		PR	15	15	15	15	15	15	20	20	20	20+5	20
Jan 1 - Dec 31 '98			PR	15	15	15	15	15	15	20	20	20	20+5
Jan 1 - Dec 31 '99				PR	15	15	15	15	15	15	20	20	20
Jan 1 - Dec 31 '00					PR	15	15	15	15	15	15	20	20
Jan 1 - Dec 31 '01						PR	15	15	15	15	15	15	20
Jan 1 - Dec 31 '02							PR	15	15	15	15	15	15
Jan 1 - Dec 31 '03								PR	15	15	15	15	15
Jan 1 - Dec 31 '04									PR	15	15	15	15
Jan 1 - Dec 31 '05										PR	15	15	15
Jan 1 - Dec 31 '06											PR	15	15
Jan 1 - Dec 31 '07												PR	15
Jan 1 - Dec 31 '08													PR

**Letter of Understanding
between
The Corporation of the District of West Vancouver
and
West Vancouver Municipal Employees' Association**

This Letter of Understanding renews the agreement reached between the parties relating to the **issue of stand-by and call-out in the Sewers and Waterworks departments** established May 1, 1997.

It is understood and agreed that in an effort to maintain the current practice of stand-by and call-out in both departments, the parties agree to the following:

1. Employees on stand-by (one in Sewers and one in Waterworks) will receive 1.5 hours pay while on stand-by.
2. There will be no reduction to the 1.5 hours stand-by in the event of a call-out.
3. While on stand-by Employees will receive an additional one (1) hour at double time for every unattended call, including SCADA calls, which resolves a problem or defers a three (3) hour call-out charge. Should a call-out occur as a result of a second call relating to the first, the call-out provision would apply. No charge will be incurred for passing on information or re-directing a call.
4. On a long weekend or statutory holiday the provisions of this Letter of Understanding shall apply unless an employee on stand-by does not receive an attended or unattended call for a 24-hour period (midnight to midnight), he/she shall receive three (3) hours pay for that specific period, and each successive 24-hour period without an attended or unattended call. Stand-by Employees receiving an attended or unattended call during a 24-hour period shall be covered by the provisions contained herein.
5. In the event of a call-out, Employees will receive three (3) hours at double time as per the Collective Agreement, and pay in accordance with the present terms and conditions of the Collective Agreement in the event the call-out goes beyond three (3) hours, or if there is a second call-out on the same stand-by.
6. It is recognized the present practice is to have one person from Waterworks on stand-by and one person from Sewers on stand-by, who each respond to their respective areas seven days a week.
7. Stand-by is allotted on a rotating and pre-determined basis, and this practice shall continue, it being understood that once Employees accept stand-by they are required to follow existing guidelines to ensure their availability.
8. Any changes to this agreement can occur by mutual consent of the parties. This proposal is to be reviewed on an ongoing basis to ascertain whether or not the system succeeds in both providing the required service and meeting the financial goal of the District.
9. This arrangement shall be in effect as of March 1, 1999 and will remain in effect for a period of eleven months, and shall be subject to review and renewal December 31, 1999, upon mutual agreement of the parties.

Signed this 1st day of January 2001 at West Vancouver, British Columbia.

For the Municipality:

For the West Vancouver Municipal Employees' Assoc.:

Gordon MacKay, Manager-
Public Works and Transportation

Brian Schramm, Business Manager

**Letter of Understanding
between
The Corporation of The District of West Vancouver
and
WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION**

The parties agree that in order to facilitate the inclusion of the new positions listed below in the WVMEA bargaining unit, the working conditions of these positions that previously have been non-affiliated, need to be accommodated. Due to the nature of the business in the **Cultural Services** section of the Parks and Recreation Department the hours of work require that the new positions: **Heritage Services Co-ordinator/Curator**, **Visual Arts Co-ordinator**, the **Program Services Co-ordinator** positions and the existing position: **Cultural Program Co-ordinator** be considered non-standard and flexible in structure.

It is agreed that the following working conditions will apply and beyond these the terms and conditions of the Collective Agreement will apply.

1. Effective 1999, June 01 the flexible hours arrangement shall commence.
2. Bi-weekly hours of work totaling seventy-five (75) shall be averaged over a two week pay period.
3. Hours worked beyond the bi-weekly seventy-five (75) hours will be credited at time-and-a-half and may be taken or banked. Hours beyond 91 in a two week pay period will be credited at double time and may be taken or banked.
4. Meal breaks and two paid rest periods will be administered according to the Collective Agreement.
5. Statutory Holidays will be paid as outlined in the Collective Agreement with one exception. In consideration of this flexible hours agreement, the requirement to work the day before and after a holiday in order to be paid for the holiday is waived.
6. The employee shall be entitled to four days off in a bi-weekly pay period.
7. Benefits and Vacation entitlements will be administered according to the Collective Agreement.

FOR THE MUNICIPALITY:

Greg Barnes,
Human Resources Advisor

Date: July 5, 1999

FOR THE ASSOCIATION

Brian Schramm,
Business Agent

Date: July 5, 1999

**Letter of Understanding
between
The Corporation of the District of West Vancouver
and
The West Vancouver Municipal Employees' Association**

This Letter of Understanding reflects the agreements between the parties regarding the ***Aquatics Sixth Consecutive Working Days*** Proposal.

Non-regular Lifeguards/Instructors in the Aquatic Division working in the areas of programming, instruction, and service provision will be given an option to work up to a maximum of six consecutive days.

It is understood and agreed that this provision shall only apply to areas exempted by Section 34(e) of the EI Regulations. The only area impacted at this time would be those staff employed at the Aquatic Centre. No other areas of the Municipality would be impacted by this exemption.

It is further understood and agreed that any hours in excess of the normal daily or weekly maximum for that particular classification would be compensated at the appropriate overtime rates of pay for all hours so worked. This program shall be implemented on a trial basis for a period of six months, at which time it shall be subject to review by the parties. Unless there is mutual agreement by the Association and the District at that time, the program will cease to continue.

Employees wishing to utilize the sixth day option will be required to complete the "Optional Sixth Day Work Form" which shall be kept on record until revoked by the employee.

Dated 1997, July 3 in West Vancouver in the Province of British Columbia.

FOR THE MUNICIPALITY:

FOR THE ASSOCIATION:

April Olson, Director of Human Resources

Brian Schramm, Business Agent
Rob Metcalfe, President

**Letter of Understanding
between
The Corporation of the District of West Vancouver
and
The West Vancouver Municipal Employees' Association**

This Letter of Understanding confirms an agreement reached between the parties regarding **entitlement, accumulation and carry-over of Sick Leave and unused Sick Leave from one year to the next.**

Notwithstanding Sub-section 8.09 (a) of the Collective Agreement, Employees are granted not less than twelve (12) calendar days of paid Sick Leave in any calendar year.

Employees claiming paid Sick Leave, shall first use their unused entitlement from previous year(s), and then be entitled to use their current year's entitlement.

This letter is in effect to 2003 December 31, and may be renewed by mutual agreement.

Signed this 1st day of January 2001 at West Vancouver, British Columbia.

For the Municipality:

For the Association:

Mayor

President

Municipal Clerk

Business Manager

**Letter of Understanding
between
The Corporation of the District of West Vancouver
and
The West Vancouver Municipal Employees' Association**

Re: Secondment of WVMEA Mechanic(s)

This letter of understanding confirms a without prejudice agreement between the parties regarding secondment of WVMEA mechanic(s) to perform required mechanical work on Fire Service light and heavy vehicles in absences longer than one day of the Fire Department Mechanic.

1. To meet immediate needs, all specialty Fire equipment will continue to be maintained by current service providers such as, but not limited to, Vancouver Axle and Frame, Detroit Deisel and Andersons and/or other municipalities/districts trained mechanics as agreed to by the Fire Chiefs on an emergency basis only.
2. All other Fire mechanical work will continue to be performed by a seconded WVMEA mechanic for absences longer than one day of the Fire department mechanic.
3. WVMEA mechanic(s) will be trained as soon as practicable, in all aspects of specialty Fire equipment. At that point, specialty Fire equipment maintenance will also be a required responsibility of the secondment.
4. Work on Fire vehicles will be performed by a WVMEA mechanic either at the Works Yard or other location, which ever is practical and makes common sense.
5. The seconded WVMEA mechanic will have a pager for emergency calls and a service vehicle so that all tasks of the Fire department mechanic can be performed, notwithstanding #1 and #3 above.
6. The seconded WVMEA mechanic will be paid at the WVPFFU established Fire Department Mechanic rate of pay, standby and callout for the time they are replacing the Fire Department Mechanic. The rate is currently \$30.749/hour (1999 rates.) There are no standby provisions. Emergency call-out is paid at 3 hour minimum at double time.
7. The seconded WVMEA mechanic will continue to pay dues to the WVMEA and be covered under the terms and conditions of the collective agreement between the WVMEA and the District of West Vancouver with the exception of the hourly rate of pay, standby and callout as noted in #6 above.

8. Internal accounting/payroll methods will allow this arrangement to be cost effective to the Works Garage and Fire and Rescue Service. The shop rate will be charged to the Fire and Rescue Service.
9. Any changes to this agreement can occur by consent of all the parties. This agreement is to be reviewed on an ongoing basis to ascertain whether or not it meets the safety requirements, legislated Preventative Maintenance Program requirements, fiscal responsibilities and needs of the parties.
10. This revised Letter of Understanding is effective April 03rd, 2001 on a without prejudice basis and can be cancelled with 14 days notice by any of the parties.

Signed this 27th day of April, 2001 at West Vancouver, British Columbia.

For the WVMEA:

Brian Schramm/Rob Metcalfe
Business Manager/WVMEA President

For Fire & Rescue Management:

Ron Olson/Gerry Harrington
Fire Chief/Acting Fire Chief

For Works Department Management:

Gord MacKay, Manager
Public Works and Transportation

For the District of West Vancouver:

Susan Ney, Director
Human Resources & Payroll Services

**Letter of Understanding
between
The District OF West Vancouver Parks Department
and
The West Vancouver Municipal Employees' Association**

The Parks Department is responsible for litter pick-up in parks, business areas and bus shelters within the Municipality. Litter pick-up needs to be performed seven days per week during the summer season, and as such, is most commonly performed by Temporary Park Attendants.

The Collective Agreement does not intend that Temporary Park Attendants work in classifications beyond the scope of Temporary Park Attendants, and therefore do not receive higher rates of pay for the operation of any equipment. However, among other vehicles regularly used for litter pick-up, "Parks 15", which is dump-enabled, is part of the Parks fleet that is operated by Temporary Park Attendants when the Permanent employee on that vehicle is reassigned during the Spring/Summer months or on leave.

The parties therefore agree that:

SINCE the Parks Department utilizes "Parks 15", among other Park vehicles, for Litter pick-up throughout the Municipality; and

SINCE, as outlined under Schedule C of the Collective Agreement, normal circumstances would direct that "Parks 15" be operated by a Permanent Park Attendant receiving Truck Operator rates; and

SINCE, operational circumstances in Parks typically requires the use of Temporary Park Attendants to undertake the Park litter function;

THEREFORE, Parties to the Collective Agreement hereby agree that Temporary Park Attendants, while operating "Parks 15", will be eligible to receive the Truck Operator pay rate.

Signed this 12th day of June 2001 at West Vancouver, British Columbia.

For the WVMEA:

Brian Schramm, Business Manager

For West Vancouver Parks:

Doug Leavers, Parks Manager

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