

**COLLECTIVE AGREEMENT**

**between the**

**TOWN OF GIBSONS**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from January 1, 2004 to December 31, 2006**

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**DEFINITIONS**

For the purpose of this Agreement:

- (1) "*bargaining unit*" - is the unit for collective bargaining described in the certification issued by the Labour Relations Board to February 7, 1980.
- (2) "*basic pay*" - means the rate of pay negotiated by the Parties to this Agreement;
- (3) "*child*" - means a person not yet of age (i.e., under 19 years of age) and shall include a ward of the Superintendent of Child Welfare or a child of a spouse;
- (4) "*discharge*" - is the separation of an employee from the Town of Gibsons for just cause;
- (5) "*employee*" - means a member of the bargaining unit and includes:
  - (a) "*regular employee*" - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
    - (i) "*full-time employee*" means an employee who works thirty-seven and one half (37½) hours per week
    - (ii) "*part-time employee*" means an employee who works less than thirty-seven and one-half (37½) hours per week
  - (b) "*temporary employee*" - meaning an employee who is employed for work which is not of a continuous nature such as:
    - (i) seasonal positions, including summer students enrolled in or intending to enroll in post-secondary institutions;
    - (ii) positions created to carry out special projects or work which is not continuous;
    - (iii) temporary positions created to cover employees on vacation, short term disability leave, education leave, compassionate leave, or other leave;
    - (iv) temporary positions created by special programs such as the summer student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs;
    - (v) the terms and conditions of employment for temporary employees shall be as provided in Article 27 of this Agreement.
  - (c) "*employee*" does not include incumbents of managerial or confidential positions.
- (6) "*Employer*" - means The Town of Gibsons;
- (7) "*lay off*" - means a cessation of employment of a regular employee resulting from any of the following:
  - (a) a reduction in the amount of work required to be done by the Employer;
  - (b) a reorganization;
  - (c) program termination;

- (d) closure;
  - (e) other material change in organization.
- (8) "*position changes*"
- (a) promotion - being awarded a position in a different classification with a higher salary level, excluding positions in which an employee has been temporarily placed.
  - (b) demotion - being awarded a position in a different classification with a lower salary level, excluding positions in which an employee has been temporarily placed.
  - (c) transfer - being awarded a position in a different classification with the same salary level, excluding positions in which an employee has been temporarily placed.
- (9) "*resignation*" - means a voluntary notice by the employee that the employee is ceasing employment.
- (10) "*shift*" - means the period of scheduled straight-time working hours on a scheduled workday.
- (11) "*Town*" - means The Town of Gibsons.
- (12) "*Union*" - means the B.C. Government and Service Employees' Union (BCGEU).

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this Agreement is to set forth the terms and conditions of employment, and wage rates applicable to members of the bargaining unit and to establish procedures for the resolution of disputes concerning the interpretation, application or alleged violation of such matters during the term of this Agreement.

### 1.2 Use of Singular and Plural

Wherever the singular is used within this Agreement, the same shall be construed as meaning the plural unless otherwise specifically stated.

### 1.3 Future Legislation

In the event that any future legislation renders null and void or materially alters any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### 1.4 Conflict with Regulations

In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulations.

## 1.5 No Discrimination or Harassment

### (a) *Purpose*

The Employer, in cooperation with the Union, will promote a workplace that is free from harassment (including personal harassment at the workplace) and discrimination where all employees are treated with respect and dignity.

Discrimination and harassment relates to any of the prohibited grounds contained in the Human Rights Code of British Columbia. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination or harassment because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, and criminal or summary offence unrelated to their employment.

Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

### (b) *Sexual Harassment*

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment.

Examples of sexual harassment include but are not limited to:

- (1) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- (2) sexual advances with actual or implied work-related consequences;
- (3) unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- (4) verbal abuse, intimidation, or threats of a sexual nature;
- (5) leering, staring or making sexual gestures;
- (6) display of pornographic or other sexual materials;
- (7) offensive pictures, graffiti, cartoons or sayings;
- (8) unwanted physical contact such as touching, patting, pinching or hugging;
- (9) physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(c) *Procedures*

This clause does not preclude an employee from filing a complaint under the BC Human Rights Code; however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination or harassment must choose to direct a complaint to either the BC Council of Human Rights or to the process specified within this clause. In either event, a complaint of discrimination or harassment shall not form the basis of a grievance.

The Employer is obligated to investigate all discrimination and harassment complaints.

Before proceeding to the formal complaint mechanism, an employee who believes he or she has a complaint of harassment or discrimination may approach their supervisory personnel, Union steward or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction, the matter is deemed to be resolved.

If the matter is not resolved to the complainant's satisfaction, then the employee will approach the first excluded level of management not involved in the matter for assistance in resolving the matter within four (4) months of the alleged occurrence. The manager will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a Union representative present during these discussions.

If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the Chief Administrative Officer within twenty-one (21) days of receiving the manager's response or when the response was due.

A written complaint shall specify the details of the allegation(s) including:

- (1) name and title of the respondent;
- (2) a description of the action(s), conduct, events or circumstances involved in the complaint;
- (3) the specific remedy sought to satisfy the complaint;
- (4) date(s) of incidents;
- (5) name(s) of witnesses, if any;
- (6) prior attempts to resolve, if any.

The Chief Administrative Officer will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within twenty-one (21) days of providing notice to the Chief Administrative Officer or such later date as may be mutually agreed to between the Employer and the Union. Where the matter is not resolved, the Union may refer to the matter to arbitration.

(d) *General*

The complainant will not be relocated as a consequence of the complaint without the complainant's consent.

All persons involved in the handling of a complaint under these procedures shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the Union and the Employer and those connected with an arbitration will be made aware of all or part of the information as required.

An employee who launches a complaint which would be seen by a reasonable person to be frivolous, vindictive, or vexatious, may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to the grievance procedure.

## ARTICLE 2 - UNION RECOGNITION

### 2.1 Bargaining Unit Defined

(a) The bargaining unit shall comprise all employees included in the Certificate issued by the Labour Relations Board of B.C. on February 7, 1980, save and except the Chief Administrative Officer, the Director of Corporate Administration, the Director of Finance, the Director of Planning, the Director of Municipal Operations, Public Works Supervisor and Aquatic Manager.

(b) New positions created will be included within the bargaining unit unless exclusion is mutually agreed upon or the Labour Relations Board so determines Union Recognition.

### 2.2 Union Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on February 7, 1980 applies.

### 2.3 Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union shall agree on one (1) steward from each work area [Public Works, Administration, Aquatic Centre]. The Union agrees to provide the Employer with a list of the employees designated as stewards.

A steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Such permissions shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

The duties of stewards shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes;
- (d) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention;
- (e) attending meetings called by management.

### 2.4 Bulletin Boards

The Employer shall provide a bulletin board for the exclusive use of the Union, at each worksite, the sites to be determined by mutual agreement. The use of such bulletin boards shall be restricted to the business affairs of the Union.

## 2.5 Right to Refuse to Cross Picket Line

- (a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code. Any employee failing to report for duty shall be considered to be absent without pay.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

## 2.6 Union Leave

- (a) Leave of absence without pay and without loss of seniority will be granted:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend Union business, which requires them to leave their premises of employment;
  - (3) for a maximum of three employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee.;
  - (4) to employees called by the Union to appear as a witness before an Arbitration Board.;
  - (5) for employees selected to a full-time position with the Union or any body with which the Union is affiliated, for a period of three (3) years.
- (b) Leave of absence without loss of pay and without loss of seniority will be granted:
  - (1) to a maximum of three employees who are representatives of the Union on the bargaining committee to carry on negotiations with the Employer;
  - (2) to stewards, or their alternates, to perform their duties pursuant to Section 2.3;
  - (3) where employees are appointed by the Union as Union representatives on joint labour/management committees as specified in this Agreement to attend such meetings.

## 2.7 Union Leave Provisions

Leave of absence granted under this Article shall include sufficient travel time. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld. To facilitate the administration of Section 2.6(a), when leave without pay is granted, except for Article 2.6(a)(5), the leave shall be given with pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time incurred.

## 2.8 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

## 2.9 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the President of the Union or designate. The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the President of the Union or designate.

**2.10 Union Insignia**

- (a) A Union member shall have the right to wear or display the recognized insignia of the Union.
- (b) The Union agrees to furnish to the Employer at least one Union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

**2.11 No Other Agreement**

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

**ARTICLE 3 - MANAGEMENT RIGHTS**

Management shall have full authority to:

- (a) maintain order, discipline and efficiency;
- (b) hire, retire (in accordance with the Pension (Municipal) Act), classify, discharge, transfer, promote, demote or discipline employees.
- (c) Generally to manage the enterprises in which the Municipality is engaged, and without restricting the generality of the foregoing to determine the number and location of offices, activities in which to engage, services to be provided, methods of operating, schedules of operation, kinds and locations of all equipment to be used, working procedures and standards of performance.
- (d) The foregoing rights shall not be exercised in contravention to the terms of this Agreement or the Labour Relations Code of British Columbia, and shall be subject to the grievance procedure.

**ARTICLE 4 - NO STRIKES AND LOCKOUTS**

Pursuant to Sections 57 (1) and (2) of the Labour Relations Code:

*"Strikes and lockouts prohibited during term of collective agreement*

- (1) *An employee bound by a collective agreement entered into before or after the coming into force of this Code shall not strike during the term of the collective agreement, and a person must not declare or authorize a strike of those employees during that term.*
- (2) *An Employer bound by a collective agreement entered into before or after the coming into force of this Code must not during the term of the collective agreement lock out an employee bound by the collective agreement."*

**ARTICLE 5 - UNION SECURITY**

All employees shall, as a condition of continued employment, become members of the Union and maintain such membership, within thirty (30) days as an employee.

**ARTICLE 6 - CHECK-OFF OF UNION DUES AND ASSESSMENTS****6.1 Membership Dues**

Employees shall be required to pay regular monthly dues to the Union as a condition of employment and the Employer shall collect such dues through payroll deduction and remit to the Union monthly.

**6.2 Authorization to Deduct from Pay**

Employees shall, as a condition of continued employment, complete an authorization form providing for the deduction from the employee's monthly wages or salary the amount of the regular monthly dues payable to the Union by a member of the Union.

**6.3 Deduction of Union Assessments**

The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

**ARTICLE 7 - EMPLOYER-UNION RELATIONS****7.1 Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers and similarly the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

**7.2 Bargaining Committee**

A Union bargaining committee shall be appointed by the Union and shall consist of up to three (3) members of the Union one of which shall be from each work area, [Public Works, Administration, and Aquatic Centre]. One of these shall be the Bargaining Unit Chairperson. The Bargaining Committee shall also consist of a designate appointed by the President of the Union. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

**7.3 Access to Employer's Premises**

The Employer agrees that access to its premises will be granted to members of the staff or elected/appointed officials of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. The above-noted Union representatives shall notify the designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. In order to facilitate the orderly, as well as the confidential, investigation of grievances the Employer will when possible make available to Union Representatives or stewards temporary use of an office or similar facility.

**7.4 Technical Information**

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit as may be required by the Union for collective bargaining purposes.

**7.5 Labour/Management Committee**

There shall be established a Labour/Management Committee composed of three (3) Union representatives one from each of the work areas [Public Works, Administration, and the Aquatic Centre] and three (3) Employer representatives. It is intended that the Labour/Management Committee will serve as a vehicle for

joint discussion and consultation, with a view to exploring possible solutions to mutual problems and concerns. At no time shall the Labour/Management Committee be empowered to alter or amend the Collective Agreement. The Committee shall not deal with grievances. The Committee shall meet at least every month unless it is mutually agreed to postpone the meeting, or cancel the meeting.

#### **7.6 Employer and Union to Acquaint New Employees**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Checkoff. A new employee shall be advised of the name and location of his/her steward.

### **ARTICLE 8 - GRIEVANCES**

#### **8.1 Grievance Procedure**

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline, or suspension of an employee bound by this Agreement.
- (c) Right to Grieve Other Disciplinary Action:

Disciplinary action grievable by the employee shall include written censure, letters of reprimand and adverse reports of performance evaluation. An employee shall be given a copy of any document placed on the employee's file. Should an employee dispute any such entry in his/her file, he/she shall be entitled recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Upon the employee's request, any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a similar further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

The procedure for resolving a grievance shall be the grievance procedure in this Article.

#### **8.2 Step 1**

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure.

#### **8.3 Time Limit to Step 2**

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Section 8.4, must do so not later than thirty (30) days after the date:

- (a) on which he/she was notified orally or in writing of the action or circumstances giving rise to the grievance; or
- (b) on which he/she first became aware of the action or circumstances giving rise to the grievance.

**8.4 Step 2**

- (a) Subject to the time limits in Section 8.3, the employee may present a grievance at this level by:
- (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the Article or Articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting this grievance to the designated local supervisor through the Union steward.
- (b) The local supervisor shall:
- (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2;
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

**8.5 Step 2 Reply**

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to the Union regarding an employee's grievance within fourteen (14) days of receiving the grievance at Step 2.

**8.6 Time Limit to Step 3**

The President of the Union or his/her designate may present a grievance at Step 3:

- (a) within fourteen (14) days after the decision has been conveyed to the Union by the representative designated by the Employer to handle grievances at Step 2;
- (b) within fourteen (14) days after the Employer's reply was due.

**8.7 Step 3 Reply**

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the Union regarding the grievance within thirty (30) days of receipt of the grievance at Step 3.

**8.8 Abandonment of Grievance**

If the President of the Union or his/her designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

**8.9 Time Limit to Arbitration**

Failing satisfactory settlement at Step 3 and pursuant to Article 9, the President or his/her designate may inform the Employer of his/her intention to submit the dispute to arbitration within:

- (a) thirty (30) days after the Employer's decision has been received;
- (b) thirty (30) days after the Employer's decision is due.

**8.10 Deviation from Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties but the same must be in writing. Where a grievance or a reply is presented by mail it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to be received on the day it was

delivered to the appropriate office of the Employer or Union. Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail.

#### **8.11 Dismissal and Suspension Grievances**

- (a) The Employer shall notify an employee in writing of its decision to suspend, or discharge, the employee and shall in notice indicate the reasons for the action.
- (b) A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union or his/her designate within five (5) days of the action being taken.
- (c) The employee, within five (5) working days of receiving the notice, may file a grievance regarding the Employer's actions.
- (d) The grievance shall be heard by a single arbitrator within ten (10) working days of filing. The arbitrator shall be selected from a mutually agreed list on the basis of the person who is available to hear the case within ten (10) days.
- (e) The arbitrator shall announce his/her decision orally or by letter within ten (10) working days of the hearing, with written reasons to follow.

#### **8.12 Deviation from Grievance Procedure**

The Employer agrees that after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation, with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this Article, the grievance shall be considered to have been abandoned.

#### **8.13 Disputes on General Application**

Where either Party disputes the general application, interpretation or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union as the case may be. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 9 of this Agreement.

#### **8.14 Right to Have Steward Present**

- (a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action, and in such matters management shall not act without just cause and shall bear the burden of proof for such cause. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local Union Representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward.

#### **8.15 Personnel File**

An employee, or the President of the Union or his/her designate with the written authority of an employee, shall be entitled to review an employee's personnel file, in the office in which the file is normally kept. Reasonable notice must be given. Copies of the contents of the file may be made.

## ARTICLE 9 - ARBITRATION

### 9.1 Notification

Where a difference arising between the Parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 8, notify the other Party within thirty (30) days of the receipt of the reply at the third step of its desire to submit the difference or allegations to arbitration.

### 9.2 Appointment of Arbitrator

When a Party has requested that a grievance be submitted to arbitration, within seven (7) days thereafter, both Parties shall select a single arbitrator. Failing successful selection either Party may within seven (7) days request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.

### 9.3 Arbitrator's Procedure

The arbitrator may determine his/her own procedure in accordance with the Labour Relations Code and shall give full opportunity to all Parties to present evidence and make representations. He/she shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of his/her first meeting.

### 9.4 Decision of Arbitrator

The decision of the arbitrator shall be final, binding and enforceable on the Parties. The arbitrator shall have the power to dispose of a dismissal or discipline grievance by any arrangement which he/she deems just and equitable. However, the arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

### 9.5 Disagreement on Decision

Should the Parties disagree as to the meaning of the arbitrator's decision, either Party may apply to the arbitrator to clarify his/her decision, which he/she shall make every effort to do within seven (7) days.

### 9.6 Expenses

Each Party shall pay one-half (½) of the fees and expenses of the arbitrator.

### 9.7 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the Parties but the same must be in writing.

### 9.8 Witnesses

At any stage of the grievance or arbitration procedure the Parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the concerned Parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance or arbitration.

### 9.9 Investigator

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including

any questions as to whether a matter is arbitrable, during the term of the Collective Agreement, Emily Burke, Dalton Larsen, or a substitute agreed to by the Parties, shall at the request of either Party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference.

## **ARTICLE 10 - SENIORITY**

### **10.1 Seniority Defined**

- (a) Seniority means an employee's length of service with the Employer measured in regular hours paid.
- (b) Seniority shall accrue while an employee is on pregnancy leave, parental leave, WCB, Union leave, political office leave, leaves of absence without pay for periods under thirty (30) days; and for a maximum of two years for leaves for illness or on LTD.

### **10.2 Seniority List**

The Employer shall maintain a seniority list for regular employees. Up-to-date seniority lists shall be posted by the 15th of each of the months of February, May, August and November with a copy sent to the President of the Union or his/her designate. The lists shall be deemed to be correct if no objection to them is made within fifteen (15) days of the posting.

### **10.3 Loss of Seniority**

An employee shall lose his/her seniority and shall no longer be an employee in the event that:

- (a) he/she is discharged for just cause;
- (b) he/she voluntarily terminates his/her employment;
- (c) he/she is on layoff for one year;
- (d) he/she abandons his/her position. An employee who fails to report for duty for five (5) consecutive days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.
- (e) he/she retires.

### **10.4 Re-employment**

- (a) A regular employee who resigns his/her position and within ninety (90) days is re-employed, shall be granted a leave of absence covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits.
- (b) An employee who verbally or in writing offers his/her resignation shall have twenty-four (24) hours, exclusive of weekends or general holidays, to reconsider and retract, in writing, his/her resignation.

### **10.5 Role of Seniority in Promotions**

In matters concerning the promotion of employees, the Employer shall select individuals on the basis of ability and seniority; and where the relative ability of the employees is equal, seniority shall govern.

## **10.6 Layoff Provisions**

- (a) Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee.
- (b) Part-time employees may only exercise bumping rights based upon seniority in relation to other part-time employees and in turn may only be bumped by full-time employees possessing greater seniority subject to Clause 10.6(a) above.

## **10.7 Recall Provisions**

Employees on layoff shall be recalled to work on the basis of their seniority provided they are qualified to perform the work available.

In the event that a supervisor is unable to contact the first recallable employee by telephone, a double registered letter shall be mailed to the employee, at the most recent address available. If within seven (7) days no response has been received, the second recallable employee shall be recalled on a temporary basis. If within a further fourteen (14) days there has been no response the employee shall be regarded as unavailable for recall and his/her seniority and eligibility for recall permanently cancelled.

## **10.8 Notice of Layoff**

The Employer shall notify regular employees who are to be laid off thirty (30) days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.

## **10.9 Probation on Appointment**

Upon appointment, an employee will serve a probationary period of forty (40) shifts worked in the position to which appointed. This probationary period may be extended by the employer for an additional period of up to forty (40) shifts worked. Where an employee's probation has been extended and where an employee disagrees with the decision, the employee may seek recourse through the grievance procedure, as per Article 8 of this Agreement starting at Step 3.

During the probationary period, the employee may be dismissed for just and reasonable cause. The test of just and reasonable cause for dismissal of a probationary employee shall be a test of suitability of the probationary employee for continued employment in the position to which said employee has been appointed and for employment with the employer, provided that the factors involved in suitability could reasonably be expected to affect work performance.

## **10.10 Trial on Appointment to Another Position**

Upon appointment to a position in a different classification, an employee will serve a trial period of thirty-five (35) shifts worked in the position to which appointed. If the employee is deemed by the employer to be unsuitable for the new position, or the employee requests to be relieved of the new position, during or at the conclusion of the trial period, the employee shall be returned to the position occupied prior to the appointment. Any other employees on trial or probation as a result of the appointment of the unsuccessful employee shall be returned to the positions they occupied prior to the appointment.

During the trial period, the test for the employee on trial shall be suitability for continued employment in the position to which the employee has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

### **10.11 Severance Pay**

Within thirty (30) days of receipt of notice of layoff, an employee will be entitled to resign with severance pay based upon years of service as follows:

- (a) for the first year of completed employment - three (3) weeks current salary;
- (b) for the second year of completed employment - three (3) weeks current salary;
- (c) for each completed year thereafter - one-half ( $\frac{1}{2}$ ) month's current salary.

The employee will not receive an amount greater than six (6) months current salary. This provision will not apply to the regular annual closure of the aquatic centre.

## **ARTICLE 11 - REST PERIODS**

### **11.1 Rest Periods**

An employee working a full day shall be allowed a fifteen (15) minute rest period at the worksite in each of the first half and second half of the shift.

An employee working less than a full-time day shall have a fifteen (15) minute rest period during each continuous work period of three hours or more.

### **11.2 Meal Periods**

Meal Periods shall be scheduled as close as possible to the middle of the workday. The length of the meal period shall not be less than thirty (30) minutes and not more than sixty (60) minutes.

### **11.3 Exchange of Shifts**

Employees may exchange shifts with the approval of the Employer, provided that whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

### **11.4 Overtime in Lieu of Rest Period/Meal Period**

Employees who, through no fault of their own, do not receive a rest period as per Article 11.1 or a meal period as per Article 11.2, will be compensated at the applicable overtime rate for the rest or meal period.

## **ARTICLE 12 - HOURS OF WORK**

### **12.1 Hours of Work**

- (a) The regular hourly schedule for employees on a five day workweek shall not exceed seven and one-half ( $7\frac{1}{2}$ ) hours per day except for those on a modified workweek, an average of thirty-seven and one-half ( $37\frac{1}{2}$ ) hours per week, and one thousand nine hundred and fifty (1,950) hours per annum.
- (b) Notwithstanding anything contained in this Agreement, Section 34 (3) of the Employment Standards Act shall apply for school students employed by the Employer.
- (c) Such schedules do not represent a guarantee of employment, and it is recognized that certain occupations may work reduced schedules.

### **12.2 Scheduling of Shifts**

- (a) The scheduling of shifts shall be by mutual agreement at the local level. In the event that agreement cannot be reached at the local level the issue in dispute shall be referred to the

Labour/Management Committee within five (5) days, for resolution. In the event that the Labour/Management Committee cannot effect an equitable solution to the issue in dispute, the matter may be referred to arbitration pursuant to Article 9 of this Agreement.

(b) No employee shall be scheduled for a shift of less than four (4) hours, except at the recreation facility where the minimum shall be two (2) hours.

(c) Work schedules for employees shall be posted at least fourteen (14) days in advance of the starting day of a new schedule.

(d) In the event that the work schedule of an employee working a scheduled shift roster is changed without forty-eight (48) hours advance notice, the employee will receive a premium of fifty-five (55) cents per hour in addition to his/her regular pay, for work performed on the first day of the shift to which he/she changed.

(e) The Employer will make a reasonable effort to contact employees by telephone to advise them of a shift change when less than forty-eight (48) hours notice is being given.

### **12.3 Minimum Daily Hours**

An employee starting work on any day and being sent home before completion of their scheduled shift, shall be paid for the actual hours worked or a minimum of four (4) hours, except at the recreation facility where the minimum shall be two (2) hours.

### **12.4 Shift Definition and Premium**

#### *(a) Definition of Shift*

(1) All hours worked on any shift which starts between 4:30 a.m. and 12:59 p.m., inclusive shall be considered a day shift.

(2) All hours worked on any shift which starts between 1:00 p.m. and 7:59 p.m. shall be considered a second (2nd) shift.

(3) All hours worked on any shift which starts between 8:00 p.m. and 4:29 a.m. shall be considered a third (3rd) shift.

#### *(b) Shift Premium*

(1) Fifty (50¢) cents per hour for second shift.

(2) Seventy-five (75¢) cents per hour for third shift.

### **12.5 Regular Hours**

Notwithstanding Clause 12.2, the normal hours for a day shift shall be scheduled between 6:00 a.m. and 5:00 p.m.; and for an afternoon shift between 1:00 p.m. and 1:00 a.m.; and for a night shift between 10:00 p.m. and 9:00 a.m.

### **12.6 Modified Workweek**

(a) The term of the modified workweek shall be from the first Monday in April until the last Friday in September, unless otherwise agreed to by the Parties.

(b) The modified workweek for the outside crew and treatment plant operator shall consist of three (3) days of nine and one-half (9½) hours each, and one (1) nine (9) hour day, followed by three (3) days off.

(c) The scheduled hours of the Bylaw Enforcement Officer shall be arrived at through the mutual agreement of the Bylaw Enforcement Officer and the Director of Corporate Administration.

### **12.7 Preparation Time for Fitness Tapes**

Compensation for the preparation of fitness tapes will be determined by the Labour/Management Committee.

### **12.8 Overtime Authorization**

Employees will be paid for overtime work only when such work is authorized by their supervisor.

The Employer and the Union recognize that the nature of work carried out by persons in some classifications is such that it may not be possible for employees to obtain prior authorization. In such cases the employee shall use his/her discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claim. In order to facilitate a fair and reasonable administration of this clause the Employer will draw up regulations defining circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be provided for employees.

## **ARTICLE 13 - OVERTIME**

### **13.1 Overtime Definition and Calculation**

(a) Employees on a five-day schedule as per Section 12.1(a) shall receive double their base rate for hours worked in excess of seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week.

(b) Employees on a four-day schedule as per Section 12.6(a) shall receive double their base rate for hours worked in excess of nine and one-half (9½) hours per day or thirty-seven and one-half (37½) hours per week.

### **13.2 Method of Compensation for Overtime**

(a) Overtime compensation shall be monetary or in time off at the employee's option. If the employee chooses time off, such time shall be scheduled by mutual agreement between the employee and the Employer. The overtime bank for each employee shall not exceed the dollar equivalent of ten (10) working days (at the rate earned) for that employee.

(b) Requests for time off from the overtime bank shall not be unreasonably denied by the Employer. The employee may elect to make a cash withdrawal from the overtime bank at any time and the employee's overtime bank will be adjusted accordingly.

### **13.3 No Layoff to Compensate for Overtime**

Employees shall not be required to lay off during regular hours to equalize any overtime worked.

### **13.4 Overtime for Part-time Employees**

Part-time employees working less than the normal hours per day of a full-time employee (refer Article 13.1(a) and (b)) and who are required to work longer than their scheduled shift, shall be paid at the rate of straight-time for the hours so worked, up to and including seven and one-half (7½) hours in the working day. Regular overtime rates shall apply to part-time employees who work more than seven and one-half (7½) hours in the working day.

### **13.5 Call Out Provisions**

A regular employee who is called back to work outside his/her scheduled shifts shall be compensated for the time worked at overtime rates with a minimum of four (4) hours at overtime rates. The time worked during additional calls back to work within the four (4) hour minimum period shall not generate a separate minimum.

### **13.6 Rest Interval After Overtime**

An employee required to work overtime beyond his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to hours worked on the next regular shift. This clause shall not apply in the event of a callout.

### **13.7 No Compounding of Overtime**

Overtime premiums shall not be compounded.

### **13.8 Sharing of Overtime**

- (a) Overtime work shall be allocated on an equitable basis.
- (b) Records of overtime shall be made available to the Chair of the Bargaining Committee or designate.

### **13.9 Standby Provisions**

Where regular employees are required to stand by, to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one hour's pay for each three (3) hour period during which they are required to standby. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or report for duty when required.

### **13.10 Right to Refuse Overtime**

As a general rule overtime assignments are a normal condition of employment; however, an employee will be relieved from such assignments where he/she can demonstrate reasonable excuse for absence and such excuse may be less onerous than that required to justify absence from a regular shift.

### **13.11 Overtime Compensation**

Overtime shall be compensated in fifteen (15) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

### **13.12 Short Changeover**

- (a) If shifts are scheduled so that there are not twenty-four (24) hours [twenty (20) hours for Aquatic Centre employees] between the start of an employee's shift and the start of the next shift, overtime rates apply to hours worked on the succeeding shift within the twenty-four (24) hour period [twenty (20) hours for Aquatic Centre employees].
- (b) Where an employee exercises seniority right to work shifts, one (1) of which falls within the twenty-four (24) hour period [twenty (20) hours for Aquatic Centre employees] from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in paragraph (a).

### 13.13 Overtime Meal Allowance

An employee who is required to work a minimum of two and one-half (2½) hours overtime before or after his/her scheduled hours of work shall be provided with a meal or shall be reimbursed in the amount of twelve dollars and fifty cents (\$12.50). A meal break of one-half (½) hour with pay at the overtime rate shall be given.

This section shall not apply to an employee who is on travel status which entitles him/her to claim for lodging and/or meals.

## ARTICLE 14 - PAID HOLIDAYS

### 14.1 Designated Paid Holidays

- (a) The following have been designated as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
B.C. Day	

- (b) Any holiday proclaimed as a holiday by the federal, provincial or municipal governments for the locality in which an employee is working shall also be a paid holiday.

### 14.2 Holiday Falling on Saturday or Sunday

For an employee whose workweek is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

### 14.3 Holiday Falling on a Day of Rest or During Vacation

When a paid holiday falls on a employee's day of rest or during his/her vacation period, the Employer shall give the employee a lieu day off with pay on the first regularly scheduled workday following the day of rest so affected, unless mutually agreed to bank the lieu day or to provide pay for the lieu day.

### 14.4 Paid Holiday Leave

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) working days preceding his/her holiday, in which case he/she shall receive the higher rate.

### 14.5 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off.

#### 14.6 Paid Holiday Pay Calculation

A regular employee shall be compensated for each paid holiday listed in Article 14.1 using the following formula:

Total regular hours paid in the two (2) week complete pay period immediately prior to the pay period containing the paid holiday, divided by ten (10). For employees on a modified workweek pursuant to Article 12.5, who were paid for seventy-five (75) hours in the two (2) week complete pay period prior to the pay period containing the paid holiday, payment shall be for the number of hours that normally would have been worked on the paid holiday.

#### 14.7 Designated Holiday Falling on a Scheduled Workday

(a) An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double time for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double time and one-half for the hours worked, plus a day off in lieu of the holiday.

(b) The scheduling of the lieu day shall be by mutual agreement between the Employer and the employee and pay for the lieu day shall be calculated in accordance with Article 14.6.

#### 14.8 Designated Holiday Not a Workday

An employee who works on a designated holiday which is not a scheduled workday shall receive his/her regular day's pay, and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double time and one-half for all hours worked.

### ARTICLE 15 - ANNUAL VACATIONS

#### 15.1 Annual Vacation Entitlement

(a) Definitions:

"*Vacation year*" - for the purposes of this Article, a vacation year shall be the calendar year commencing January 1st and ending December 31<sup>st</sup>.

"*First vacation year*" - the first vacation year is the calendar year in which the employee's first anniversary falls.

"*Week*" - for the purposes of this Article, a week for an employee consists of the number of days normally worked in a week by that employee.

(b) A regular full-time employee who has received at least ten (10) days' pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

(1) Three (3) weeks in each of the first (1st) to fourth (4th) vacation years; with pay at six percent (6%) per annum.

(2) Four (4) weeks in each of the fifth (5th) to ninth (9th) vacation years; with pay at eight percent (8%) per annum.

(3) Five (5) weeks in each of the tenth (10th) to fourteenth (14th) vacation years; with pay at ten percent (10%) per annum.

- (4) Six (6) weeks in each of the fifteenth (15th) to nineteenth (19th) vacation years; with pay at twelve percent (12%) per annum.
- (5) Seven (7) weeks in the twentieth (20th) and each subsequent vacation year; with pay at fourteen percent (14%) per annum.
- (c) Conversion of Hours - where an employee is granted vacation pursuant to this Article, and where the regularly scheduled workday is greater than seven and one-half (7½) hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven and one-half (7½) hour day and deducted accordingly.
- (d) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.
- (e) An employee on vacation shall receive pay for regular hours as if the employee was at work.

As soon as is practicable following the end of each vacation year and no later than January 31st of the next year, or on the separation of a regular employee, an adjustment will be made to the pay of the regular employee so that the pay for annual vacation for that vacation year is the appropriate percentage (in accordance with this Article) of gross earnings in that vacation year. The amount payable for the year will be reduced by the amount necessary to provide pay for the number of days carried over to the following vacation year.

## 15.2 Vacation Earnings for Partial Years

- (a) An employee earns but is not entitled to receive vacation leave during the employee's probationary period or the employee's first six (6) months of continuous employment whichever ends first.
- (b)
  - (1) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter (1¼) days for each month for which he/she earns ten (10) days pay.
  - (2) Subject to Clause 15.4 any vacation earned and unpaid during the first partial year will be paid to the employee on the final pay period.
- (c) During the first and subsequent vacation years an employee will earn one-twelfth (1/12) of the annual entitlement for each month in which the employee has received at least ten (10) days pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

## 15.3 Scheduled Vacations

Vacation schedules, once approved by the Employer shall not be changed, other than in cases of emergency, except by mutual agreement between Employer and employee.

## 15.4 Vacation Carryover

An employee may carry over up to two (2) weeks vacation leave per vacation year except that such vacation carry over shall not exceed two (2) weeks at any time. Except as provided in Article 15.2, an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

## 15.5 Vacation Preference

Preference in the selection and allocation of vacation time shall be determined on the basis of seniority within each work unit. Such preference should be registered with the supervisor prior to April 1st in each calendar year.

### **15.6 Vacation Schedules**

Vacation schedules will be posted as of April 1st in each calendar year.

### **15.7 Call Back on Vacation**

Employees on vacation shall not be called back to work except in the case of an emergency and shall not be exposed to any disciplinary action if they are unable to respond to such a call back.

### **15.8 Rescheduling Vacation if Ill**

(a) An employee who is on sick leave or weekly indemnity when annual vacation is to commence, shall have the annual vacation, or the portion of it while so absent, rescheduled if the employee so requests.

(b) If an employee's vacation is interrupted by illness or injury that requires hospitalization or confinement and the employee is under the care of a qualified medical practitioner for a period of four (4) consecutive days or more, such time shall be considered as sick leave or leave on weekly indemnity, if the employee so requests. The time involved shall be rescheduled for dates mutually acceptable to the employee and the Employer. The employee, not at the Employer's expense, shall provide evidence of the hospitalization or confinement from a qualified medical practitioner, along with the request for rescheduling, within three (3) days of the employee's return to work.

## **ARTICLE 16 - LEAVE OF ABSENCE**

### **16.1 Bereavement Leave**

In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed four (4) working days or five (5) working days if the funeral takes place off the Sunshine Coast. Additional days without pay may be granted by the Chief Administrative Officer at his/her discretion.

Immediate family is defined as an employee's parents, spouse, child, brother, sister, father-in-law, mother-in-law, brother-in-law or sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchild. Consideration may be given in the case of any other relative permanently residing in the employee's household or with whom the employee permanently resides, or persons under the care of the Ministry who are permanently placed in the employees' household.

In the event of the death of the employee's aunt or uncle, the employee shall be entitled to special leave for one (1) working day for the purpose of attending the funeral or one and one-half (1½) working days if the funeral takes place off the Sunshine Coast. This leave shall not be in addition to the bereavement leave.

An employee not on leave of absence without pay shall be entitled to special leave at his/her regular rate of pay of one-half (½) day to act as a pall-bearer at a funeral on the Sunshine Coast, or one (1) day to act as a pall-bearer at a funeral off the Sunshine Coast. This leave shall not be in addition to the bereavement leave.

If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

### **16.2 Leave for Court Appearances**

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

(b) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.

### 16.3 Course Leave

(a) An employee who has completed probation shall be granted leave without loss of pay to take courses at the request of the Employer.

(b) An employee who has completed probation may, at the discretion of the Employer, be granted leave without pay, to take courses in which the employee wishes to enrol.

(c) Leave of absence without loss of pay shall be granted to allow employees time to write examinations for courses approved by the Employer.

(d) Employees who have completed probation and who are required to be certified in their jobs shall be reimbursed for the fees paid for exams and fees paid for recertification, to maintain their status, and will be granted leave of absence without loss of pay to take the exam. If taking a course is a precondition to take the exam and/or to be recertified, the employee will be reimbursed for the course fees and materials, and will be granted leave of absence without loss of pay to attend the course. Wherever possible, such courses and exams will be offered and taken locally. An employee who is not reimbursed because the employee is on probation, shall be reimbursed upon successful completion of probation.

### 16.4 General Leave

Employees may, in writing, request leave of absence for any legitimate reason and approval shall not be withheld unjustly and the employees may draw upon earned vacation credits at their discretion to avoid loss of income.

### 16.5 Pregnancy Leave and Parental Leave

#### (a) *Pregnancy Leave*

A pregnant employee is entitled to up to seventeen (17) consecutive weeks of unpaid Pregnancy Leave. This leave may start no earlier than eleven (11) weeks before the expected birth date, and must end no earlier than six (6) weeks after the birth date unless the employee requests a shorter period.

If pregnancy leave is first requested after the birth of a child or after termination of the pregnancy, an employee is entitled to up to six consecutive weeks of leave beginning on the date of birth or termination date.

An initial period of leave may be extended up to six (6) weeks if the employee is unable to return to work for reasons relating to the birth or termination of the pregnancy.

A request for pregnancy leave during the pregnancy must be made in writing at least four (4) weeks before the proposed start date. A request to return from leave earlier than six (6) weeks from the birth date must be made in writing at least one (1) week before the proposed return date.

The Employer may require an employee to provide a doctor's certificate in support of a request for leave or a leave extension.

#### (b) *Parental Leave for Birth and Adopting Parents*

A birth mother, a birth father and an adopting parent are entitled to parental leave without pay. For an employee who takes pregnancy leave, the parental leave shall be for a maximum of thirty-five (35) weeks.

For an employee who does not take pregnancy leave, the parental leave shall be for a maximum of thirty-seven (37) weeks.

A birth mother must begin parental leave immediately after her pregnancy leave unless she and the Employer agree otherwise. A birth father must begin the leave within fifty-two (52) weeks after the birth of the child, and an adopting parent within fifty-two (52) weeks after the child is placed with the parent. When both parents are employees, only one (1) may be granted parental leave in each instance.

An initial period of parental leave may be extended up to five (5) weeks if the child requires an additional period of parental care. Parental leave may be extended up to six (6) months for a birth mother for health reasons related to birth or termination of the pregnancy, provided the request is supported by a doctor's certificate.

A request for parental leave by a birth parent must be made at least four (4) weeks before beginning the leave.

The Employer may require the employee to provide a doctor's certificate or other evidence that the employee is entitled to the leave or leave extension.

(c) *Conditions Related to the Leaves*

(1) For employees on pregnancy leave or parental leave for birth or adoption, employment is considered continuous for the purpose of calculating seniority, annual vacation and termination entitlements, as well as for pension, medical or other plans of benefit to the employee. The Employer will continue to make payments to any such plans.

(2) In the case of a birth mother on the long term extended leave following parental leave [Article 16.5(b)], the following benefits will be made available provided the employee pays the total monthly premiums in advance:

- (i) Life Insurance
- (ii) Accidental Death and Dismemberment
- (iii) Extended Health Care and B.C. Medical
- (iv) Dental Plan

(3) As soon as the leave ends, the employee will be returned to the employee's former position or a comparable position.

(4) The employee shall be deemed to have resigned on the date upon which leave commenced if verbal or written notice is not made one (1) month prior to the expiration of the leave or if the employee does not return to work after having notified the Employer of return to work.

(5) If the employee fails to return to work, the Employer will be reimbursed for monies paid under this provision.

## 16.6 Full-time Public Duties

The Employer shall grant, on written request, leave of absence without pay:

- (a) for employees to seek election in a provincial or federal election;
- (b) for employees elected to a public office for a maximum period of five (5) years.

### **16.7 Elections**

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have three (3) or four (4) consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast a ballot.

### **16.8 Special Leave**

An employee not on leave of absence without pay shall be entitled to special leave at his/her regular rate of pay as follows:

- (a) one (1) day for the birth or adoption of a child;
- (b) one (1) day for a court hearing of a charge against a minor child of an employee;

Additional days may be granted at the discretion of the Chief Administrative Officer.

### **16.9 Family Responsibility Leave**

(a) An employee shall be entitled to up to three (3) days of leave without loss of pay during each calendar year, after notifying his/her supervisor, to meet responsibilities related to:

- (1) the care, health or education of a child in the employee's care; or
- (2) the care or health of any member of the employee's immediate family as defined in Article 16.1.

(b) In the case of illness of a child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee, after notifying his/her supervisor, shall be entitled to use paid leave for this purpose. Such leave may be granted more than once within a calendar year. Such leave to be deducted from the employee's sick leave entitlement.

## **ARTICLE 17 - CONTRACTING OUT**

The Employer reserves the right to sub-contract work, providing such action does not result in the reduction of the regular hours of work of a full-time regular employee or the lay off of employees.

## **ARTICLE 18 - SALARY GRADES & TRANSFERS**

### **18.1 Rates of Pay**

It is agreed that the wages and salaries set forth in the Appendix hereto attached and entitled Schedule A shall prevail and continue during the term of this Agreement.

### **18.2 Salary Rate for New Classification**

If a new job or classification is created or evolves through a series of changes in an existing classification within the Bargaining Unit, the salary and classification is to be negotiated between the Municipality and the Union with any failure to reach agreement being submitted to arbitration.

### **18.3 Substitution Pay**

(a) An employee assigned to perform, or who performs without assignment under appropriate circumstances, the principal duties of a higher paying position, shall be paid the higher rate applicable to that position for the time actually spent in the assignment. Such higher rate shall be paid for a

minimum of one hour. An employee who temporarily renders service in a position paying a lower rate of pay, will not have wages reduced.

(b) It is agreed that "*principal duties*" in paragraph (a) above, does not mean one hundred (100) percent of job duties.

#### **18.4 Reclassification of Position**

(a) An employee shall not have his/her rate of pay reduced by reason of a change in the classification of his/her position that is caused other than by the employee himself. The employee shall maintain his/her previous rate of pay and will receive one-half (½) of any future increases to that rate of pay until the rate for the new position equals or exceeds the amount which he/she is being paid.

(b) An employee shall have the right to appeal, through the Union, the classification they currently occupy. The employee may request, in writing, reclassification to another existing classification or to a new classification. This written request shall be submitted through the Union.

(c) The application will be considered by the Employer and a written response given to the employee and the Union within twenty-one (21) days.

(d) If the employee is not satisfied with the result, the Union may forward the matter to an investigator or an arbitrator in accordance with Article 9. The investigator or arbitrator, in such a case, is limited to determining which of the existing classifications is appropriate or requiring the Employer to establish a new classification and rate of pay.

(e) The new classification and rate of pay shall be retroactive to the date the employee first applied for reclassification.

#### **18.5 Paydays**

(a) Payday shall be every second Thursday for the two (2) week period ending on Saturday night immediately preceding the payday. Payment of wages shall be by direct deposit in an account in a financial institution determined by the employee.

(b) Adjustments to pay (such as overtime, leaves, premiums, etc.) which have not been included in the pay for the period in which they occurred, shall be made on the following payday.

(c) A comprehensive statement detailing all payments, allowances and deductions shall be provided to each employee on each payday.

#### **18.6 Dirty Pay**

Employees engaged in cleaning and repairing the interior of the sewage treatment tanks or sewer pumping station, or cleaning up any sewage spill caused by other than that employee's negligence, or entering any sanitary sewer manhole for work entailing more than one hour, and on the instruction of the supervisor, shall receive an additional one (1) dollar an hour while so engaged, payable in hourly increments.

#### **18.7 Mileage Allowance**

Mileage allowances for all miles travelled on Municipal business shall be paid to employees required to use their own vehicles in the performance of their duties. Rates shall be established from time to time by Council in the same amount as payable to members of Council but shall not be less than thirty-nine (39¢) cents per kilometre.

#### **18.8 Qualifications**

Employees holding positions requiring evidence of qualifications in the form of Certification, particularly Lifeguards and Instructors at the aquatic centre, shall be responsible to ensure that their Certification is

current and not lapsed. When Certification required by Job Description is allowed to lapse, the employee will be given sixty (60) days in which to become Re-Certified, and upon failure to do so shall be reclassified, until evidence of Re-Certification is provided to the Employer. When Certification required under provisions of the Public Health Act is allowed to lapse, the employee shall not be scheduled to work until he/she is able to provide evidence of Re-Certification. Costs incurred due to compliance with the Public Health Act will be covered by the provisions of Article 16.3(d).

#### **ARTICLE 19 - PERSONAL BUSINESS**

Work not related to the business of the Employer shall not be performed on the Employer's time or premises without the prior permission of the employee's supervisor. An employee will not be required to perform duties of a personal nature for supervisory personnel.

#### **ARTICLE 20 - INDEMNITY**

Except where there has been a flagrant or wilful negligence on the part of the employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. Employees required to handle cash shall not be held liable to reimburse the Employer for loss or shortage, however, this shall not preclude the Employer from imposing discipline based upon just cause or criminal charges where there is evidence of fraud or theft.

#### **ARTICLE 21 - TECHNOLOGICAL CHANGE**

##### **21.1 Notice to Union**

When the Employer plans to introduce technological change that will affect the terms and conditions, or security, of employment of a significant number of employees in the bargaining unit; three (3) months before such introduction, the Employer shall notify the Union of the proposed technological change.

##### **21.2 Commencing Negotiations**

The Employer and the Union shall, within fourteen (14) days of the date of the notice, commence collective bargaining for the purpose of reaching agreement as to the effects of the technological change and in what way, if any, the Collective Agreement should be amended.

##### **21.3 Income Protection**

An employee who is displaced from his/her job to another position in the organization by virtue of technological change will suffer no reduction in rate of pay.

##### **21.4 Transfer Arrangements**

An employee who is displaced from his/her job by virtue of technological change will be given the opportunity to fill other vacancies according to seniority subject to the employee's ability to perform the work with adequate training.

##### **21.5 Training Benefits**

- (a) In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, subject to the employee's ability and qualifications to perform the remaining work, at the expense of the Employer, be given a period of time determined under the terms of Article 21.2, during which they may perfect or acquire the skills necessitated by the new method of operation.

(b) There shall be no reduction in wage rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

(c) Employees, after the training period provided for in Article 21.5 (a), who are unable to attain the skills required to fulfil the job requirements of the method of operation, shall be subject to layoff in accordance with Article 10.

## ARTICLE 22 - EMPLOYEE BENEFITS

### 22.1 Benefits

The benefits outlined in this Article are a summary only of the actual benefits which are contained in the contracts of insurance with the carriers. The eligibility requirements and the payment of benefits under the group insurance plans are governed by the contracts of insurance which do not form part of this agreement. The Employer's liability with respect to this Article is limited solely to making the group insurance plan available and to the payment of the Employer's portion of the premiums.

The Employer will not make any changes to the coverage provided under this Article without the consent of the Union, such consent not to be arbitrarily withheld.

All regular employees appointed to positions posted in accordance with Article 25.1, who have completed probation and who normally work an average of fifteen (15) hours per week or more shall be eligible for all benefits in this section except those contained in (c) and (d) where the employee must work an average of eighteen and a half (18½) hours per week or more.

To determine whether part-time employees qualify for benefits, initially the average hours worked during the probation period shall be used. Thereafter, the average hours worked over six (6) month periods shall be used. This shall be done after completion of the initial six (6) months of employment and thereafter at the beginning of each January and July. If the employee meets the hourly average requirements, the employee shall be eligible for benefits for the immediately following period until the next review. For Aquatic personnel on summer lay-off, the period of lay-off shall not be included in the calculation of averaging hours of work.

The Employer will provide the following insurance benefits and pay one hundred percent (100%) of the premium costs:

- (a) Life insurance at a principal amount equal to two times (2x) the annual earnings of the employee.
- (b) Accidental death and dismemberment at a principal amount equal to two times (2x) the annual earnings of the employee.
- (c) Weekly income benefits equal to seventy-five per cent (75%) of weekly earnings to a maximum amount of seven hundred and fifty dollars (\$750) per week for a period of twenty-six (26) weeks commencing upon the first day of absence due to disabling injury and commencing upon the fourth day of absence due to illness.
- (d) Long-term disability income equal to sixty-seven percent (67%) of regular salary up to a maximum of two thousand dollars (\$2,000) per month payable in the event of total disability and commencing after one hundred eighty (180) days of absence.
- (e) Medical Services Plan of B.C.
- (f) Extended Health Care Benefits, with no lifetime maximum, including Vision Care benefits to cover the cost of prescription glasses to a maximum of three hundred and fifty dollars (\$350) within a twenty-four (24) month period.

(g) Basic dental services as provided by Plan "A" with one hundred percent (100%) insurance provision with an annual maximum of one thousand dollars (\$1,000) and by Plan "B" with 75%/25% co-insurance protection with an annual maximum of one thousand dollars (\$1,000) and Plan "C" - Orthodontics with sixty percent (60%) co-insurance to a maximum of five thousand dollars (\$5000).

(h) Employee and Family Assistance Program for employees and members of the immediate family with whom the employee normally resides. All matters referred to the Employee and Family Assistance Program will be of the strictest confidence.

## 22.2 Sick Leave Entitlement

(a) An employee who is unable to report for work shall make every effort to advise his/her supervisor of his/her illness or injury and of the expected duration of his/her absence. The Employer, on reasonable grounds, may require certification from a qualified medical practitioner, that the employee was unable to work due to illness or injury, or was able to return to work. The Employer, on reasonable grounds, may require certification from a qualified medical practitioner, that the employee was fit to return to work following illness or injury. When such certification is required it shall be at the expense of the Employer.

(b) Each employee upon completion of his/her probationary period (as per Article 10.9) will be entitled to twelve (12) shifts' absence per calendar year without loss of pay due to illness or non-compensable accident. These shifts shall be earned at the rate of one shift for every month of work to the maximum entitlement. The total amount to which the employee is entitled for the year shall be available to the employee each January 1st, or upon completion of probation for an employee who commences during the year, as an advance. The sick leave shall be used to meet the deductible for the Weekly Income Benefits Plan.

(c) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the entire time of the absence shall be deducted from employee's sick leave entitlement. The Employer may request a certificate of a qualified medical or dental practitioner that the appointment could not be scheduled outside of working hours.

## 22.3 Benefits on Leave or Layoff

Regular employees on authorized leave without pay or lay-off shall have the following benefits maintained for a period of three (3) months by the Municipality. The employee may continue on the Plans thereafter for the balance of the leave or recall rights period, by paying the full premiums in advance.

- (a) Life Insurance
- (b) Accidental Death and Dismemberment
- (c) Extended Health Care and B.C. Medical Plan
- (d) Dental Plan

An employee granted leave of absence without loss of pay shall remain on the applicable benefits plans.

## 22.4 Legislative Changes

In the event that legislated changes in existing Statutes affect the foregoing benefits in a manner that reduces costs to the Municipality and results in a net saving, the Parties shall meet in order to negotiate the disposition of such savings.

(\*NOTE: It is understood that in consideration for the introduction of the above benefit plan any and all reduction in statutory payroll assessments for EI, CPP, WCB, et al shall accrue to the Municipality.)

## 22.5 Medical Examination

Where the Employer requires an employee to submit to a medical examination, it shall be at the Employer's expense and on the Employer's time.

## 22.6 Health and Welfare Plans

Copies of the contracts with health and welfare plan carriers shall be provided to the Union upon request.

# ARTICLE 23 - SAFETY SUPPLIES

## 23.1 Safety Apparel and Equipment Supplies

Wherever required by the employer, the WCB Occupational Health and Safety Regulations or the Labour/Management Committee, safety apparel shall be provided by the employer and include:

- (a) rain wear;
- (b) coveralls or smocks;
- (c) one hundred dollars (\$100) subsidy for WCB approved safety boots per calendar year;
- (d) hard hats;
- (e) safety goggles;
- (f) gloves;

## 23.2 Clothing

The following items of clothing shall be provided by the employer:

- (a) Uniform shirts, hat and jacket for the Bylaw Enforcement Officer;
- (b) Uniform t-shirts for the Aquatic Centre Employees;
- (c) Upon completion of probation, Aquatic Centre employees are entitled to an annual clothing allowance of up to one hundred and twenty five dollars (\$125.00) per year with receipts, for the purchase of appropriate clothing items that include bathing suits, shorts and pool deck shoes.

Employees will be responsible for exercising reasonable care of such items and will be responsible for replacement or repair where damage to such items is a result of the employee's deliberate misconduct or is due to the employee's neglect.

- (d) Upon leaving the employ of the Town of Gibsons, clothing supplied under sub-sections (a) and (b) shall be returned to the employer.

## 23.3 Communicable Disease Protection

To protect against the contraction of communicable disease for those employees working at demonstrable at-risk worksites, the Employer agrees to pay any cost, not covered by the employee's own medical insurance coverage, for inoculation against communicable diseases (specifically including Hepatitis, Tetanus and Flu).

# ARTICLE 24 - TRAVEL EXPENSES

Employees required to travel on the Employer's business shall be reimbursed, in accordance with Council policy for actual lodging costs (with receipts), and shall be provided funds for expenses as follows:

- (a) over breakfast - twelve dollars (\$12)

- (b) over lunch - fifteen dollars (\$15)
- (c) over dinner - twenty-five dollars (\$25)

Employees required to travel on the Employer's business shall be given an adequate travel advance upon request.

## **ARTICLE 25 - SERVICE CAREER POLICY**

### **25.1 Posting**

All regular positions and all temporary positions of more than three (3) months that are to be filled, shall be posted on the bulletin boards for a period of not less than fourteen (14) days prior to the closing date. Such postings shall contain the following information:

- (a) classification
- (b) salary range
- (c) summary of job duties

The current job description shall be supplied to an applicant on request.

### **25.2 Notification**

Unsuccessful in-service applicants to posted positions will be notified of the name and classification of the successful applicant. The unsuccessful applicants shall be notified in writing of the reasons why they were unsuccessful if they request such reasons within seven (7) days of being notified of the name and classification of the successful applicant.

### **25.3 Right to Grieve**

Where an employee believes he/she has been aggrieved by any decision of the Employer relating to promotion, demotion or transfer, the employee may file a grievance within seven (7) days of being notified of the reasons why he/she was unsuccessful.

### **25.4 Disabled, Injured or Older Worker**

On request, the Employer shall attempt to provide suitable alternate employment at the regular rate of pay for the job accepted when, through advanced years, injury, illness or handicap, an employee is permanently unable to perform his/her normal duties. Such an employee will not displace an employee with more seniority.

### **25.5 Transfers Without Posting**

Lateral transfers or voluntary demotions may be granted without posting, for:

- (a) compassionate or medical grounds to regular employees who have completed their probationary period;
- (b) all employees who have become incapacitated by industrial injury or industrial illness.

### **25.6 Labourer I Upgrade**

An employee hired as Labourer I may, after the equivalent of one (1) year's employment, be interviewed and evaluated to determine eligibility to be re-classified as a Labourer II.

### **25.7 Administrative Assistant 1 Upgrade**

The Administrative Assistant 1 will be reclassified to Administrative Assistant 2 after completing one thousand nine hundred and fifty (1950) hours of employment in the Administrative Assistant 1 classification.

## **ARTICLE 26 - OCCUPATIONAL HEALTH & SAFETY**

### **26.1 Safety Committee**

The Employer and the Union agree to establish an Occupational Health and Safety Committee. The Occupational Health and Safety Committee shall be composed of personnel employed by the Municipality, three (3) representatives selected by the Employer and three (3) representatives selected by the Union, one (1) from each work area [Public Works, Administration, and the Aquatic Centre]. The Committee will meet, at regular intervals to be determined by the Committee, to make recommendations on unsafe, hazardous, or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Occupational Health and Safety Committee shall be sent to the Union and the Employer.

### **26.2 Injury Pay Provision**

An employee who is injured on the job during working hours, and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of his/her shift without deduction from sick leave.

### **26.3 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer or other agency which may be liable.

### **26.4 Investigation of Accidents**

The Occupational Health and Safety Committee, as provided in Article 26.1, shall be notified of each accident or injury and shall investigate and report to the Union and the Employer on the nature and cause of the accident or injury. In the event of a fatality, the Municipality shall immediately inform the Staff Representative of the nature and circumstances of the accident.

### **26.5 Video Display Terminal**

When employees are required to monitor video display terminals which use cathode ray tubes, then:

- (a) When an employee's daily work time requires monitoring such video display terminal, for at least two (2) hours daily, such employees shall have their eyes examined by an optometrist of an employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six (6) months, a further test and annually thereafter, if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.
- (b) Employees who are required to operate VDT's on a continuous basis, shall be entitled to two (2) additional ten (10) minute rest breaks per workday to be scheduled by agreement at the local level.
- (c) (1) Pregnant employees shall have the option not to continue monitoring video display terminals which use cathode ray tubes.

- (2) When a pregnant employee chooses not to monitor such video display terminals, if other work at the same or lower level is available within the offices of her department within her headquarters area, she shall be reassigned to such work and paid at her regular rate of pay.
- (3) Where work assignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (d) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health, group life, and long term disability plans, the Employer will continue to pay the Employer's share of the required premiums.
- (e) The Employer shall ensure that new equipment shall:
  - (1) have adjustable keyboards and screen;
  - (2) meet radiation emission standards established by the Ministry of Labour.

The Joint Occupational Health and Safety Committee shall review and make recommendations to ensure that the lighting and the above standards recommended by the Ministry of Labour, Occupational Environment Branch, as outlined in the publication "*Working with Video Display Terminals*", are being met.

## **ARTICLE 27 - TEMPORARY EMPLOYEES**

### **27.1 Letter of Appointment**

- (a) Temporary employees shall receive a letter of appointment clearly stating the appointment is temporary and the expected duration of the appointment. This does not apply to temporary employees employed on a day-to-day basis.
- (b) Temporary employees who work in the same position for one thousand nine hundred and fifty (1,950) hours shall be deemed to be regular employees.

### **27.2 Seniority for Temporaries**

Temporary employees shall accrue seniority after completing twenty (20) shifts. Temporary employees shall accrue seniority in a temporary employee seniority unit only.

- (a) Temporary employees who becomes a regular employee shall be credited with all past seniority after successfully completing the probationary period.
- (b) Summer student employees shall accrue seniority in a summer student employee seniority unit only. Summer student employees hired as regular employees shall be credited with all past seniority after successfully completing the probationary period.

### **27.3 Seniority List**

The Employer shall maintain separate seniority lists for temporary employees and for summer student employees. These lists shall be updated at the same time as the seniority list for regular employees. These lists shall be deemed to be correct if no objection is made within fifteen (15) days of the postings.

### **27.4 Loss of Seniority**

A temporary employee shall lose their seniority and no longer be an employee in the event that:

- (a) he/she is discharged for just cause;
- (b) he/she voluntarily terminates his/her employment;

- (c) he/she abandons his/her position as described in Article 10.3(d); or
- (d) he/she is on layoff for nine (9) months.

### **27.5 Layoff Provisions**

- (a) In the event of a layoff, temporary employees shall be laid off in reverse order of seniority. A temporary employee about to be laid off may bump a junior temporary employee provided the employee exercising the right is qualified to perform the work.
- (b) A temporary employee may only exercise bumping rights based on seniority in relation to other temporary employees. Summer student employees may only exercise bumping rights in relation to other summer student employees.
- (c) A temporary employee shall receive seven (7) days notice of layoff unless the assignment was for less than seven (7) days.

### **27.6 Recall Provisions**

Employees on layoff shall be recalled to work on the basis of their seniority provided they are qualified to perform the work available.

Temporary employees on layoff shall only be recalled for temporary work.

### **27.7 Annual Vacations**

A temporary employee shall be paid vacation pay of six percent (6%) on each paycheque.

### **27.8 Paid Holidays**

A temporary employee shall be paid four point two percent (4.2%) of the employee's straight-time pay on each paycheque, in lieu of being paid for each designated paid holiday as it occurs.

### **27.9 Employee Benefits**

All temporary employees appointed to positions posted in accordance with Article 25.1, who have completed forty (40) shifts and who normally work an average of fifteen (15) hours per week or more shall be eligible for the following benefits:

- Life Insurance
- Accidental death and dismemberment insurance
- Medical Services Plan of B.C.
- Extended Health Care Benefits
- Dental Insurance
- Employee and Family Assistance Program; and

those who normally work an average of eighteen and a half (18½) hours per week shall also be eligible for the following benefits:

- Weekly income benefits
- Long term disability benefits

These benefits shall be provided as outlined and in accord with the provisions in Article 22.1

### **27.10 Application of Agreement**

The provisions of the following Articles do not apply to temporary employees, except as otherwise noted:

Article 10 - Seniority  
Article 15 - Annual Vacations  
Article 16 - Leave of Absence (except 16.7 which does apply)  
Article 22 - Employee Benefits (except as noted in 27.9)

## **ARTICLE 28 - TERM OF AGREEMENT**

### **28.1 Duration**

This Agreement shall be binding and remain in effect to midnight, December 31, 2006.

### **28.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after September 1, 2006 but in any event not later than midnight, October 1, 2006.
- (b) Where no notice is given by either Party prior to October 31, 2006, both Parties shall be deemed to have been given notice under this Section on October 31, 2006 and thereupon Article 28.3 of this Article applies.
- (c) All notices on behalf of the Union shall be given by the President or his/her designate of the Union and similar notices on behalf of the Employer shall be given by the Chief Administrative Officer.

### **28.3 Commencement of Bargaining**

Where a Party to this Agreement has given notice under Article 28.2, the Parties shall within fourteen (14) days after the notice was given, commence collective bargaining.

### **28.4 Changes in Agreement**

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

### **28.5 Effective Date of Agreement**

The provisions of the Agreement except as otherwise specified shall come into full force and effect on the date of settlement.

### **28.6 Agreement to Continue in Force**

Both Parties shall adhere fully to the terms of this Agreement until the employees are in a lawful strike position or the Employer is in a lawful lockout position.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
Barry J. Janyk, Mayor

\_\_\_\_\_  
John Williams, Bargaining Unit Chair

\_\_\_\_\_  
Bill Beamish, Chief Administrative Officer

\_\_\_\_\_  
Lynn Giampa, Committee Member

\_\_\_\_\_  
Steve Streicker, Committee Member

\_\_\_\_\_  
Mary Partridge, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**SCHEDULE A**  
**WAGES AND SALARIES**

Position	Effective January 1, 2004	Effective January 1, 2005	Effective January 1, 2006
Building Inspector	30.48	30.96	31.73
Engineering Technician	24.73	25.21	25.84
Foreman	25.45	25.93	26.58
PW Lead Hand	24.42	24.90	25.52
W & S Technician	23.91	24.39	25.00
Parks Lead Hand	22.76	23.24	23.82
Equipment Operator	23.12	23.60	24.19
Utility Person	23.12	23.60	24.19
B/L Officer	22.76	23.24	23.82
Parks Assistant	21.79	22.27	22.83
Pipelayer	22.35	22.83	23.40
Facility Maintenance Person	22.35	22.83	23.40
Labourer I	18.73	19.21	19.69
Labourer II	20.99	21.47	22.01
MVB Agent	23.30	23.78	24.37
MVB Clerk I	18.73	19.21	19.69
MVB Clerk II	18.94	19.42	19.91
Administrative Assistant I	18.94	19.42	19.91
Administrative Assistant II	19.96	20.44	20.95
Clerk Steno	16.33	16.81	17.23
Accounting Clerk	20.73	21.21	21.74
Summer Student	15.17	15.65	16.04
Pool Centre Attendant	14.92	15.40	15.79
Instructor	15.68	16.16	16.56
Lifeguard I	15.68	16.16	16.56
Lifeguard II	16.09	16.57	16.98
Lifeguard III	16.49	16.97	17.39
Lifeguard Instructor I	16.49	16.97	17.39
Lifeguard Instructor II	17.38	17.86	18.31
Lifeguard Instructor III	18.38	18.86	19.33
Head Life Guard	19.32	19.80	20.30

**SCHEDULE B**  
**AQUATIC CENTRE CLASSIFICATIONS**

<b>Position</b>	<b>Qualifications/Staff Duties</b>
<b>Aquatic Centre Attendant:</b>	Ability to handle cash register, cash up, bank deposit, basic First Aid and CPR, and basic knowledge regarding emergency procedure.
<b>Lifeguards:</b>	<p><i>Staff Duties:</i></p> <p>(a) be responsible for the safety of all patrons in the aquatic centre area;</p> <p>(b) prevent accidents and educate public to possible hazards;</p> <p>(c) administer First Aid or request for further assistance in case of an emergency;</p> <p>(d) assist in total aquatic centre operation such as:</p> <ul style="list-style-type: none"> <li>• Water readings</li> <li>• Filter room readings</li> <li>• Adjustment of valves or chemical feeders</li> <li>• Clean-up during and after public use</li> <li>• Minor repairs within the scope of knowledge</li> <li>• Securing of building;</li> </ul> <p>(e) assist attendant in office operation during off-deck duty;</p> <p>(f) other related duties.</p>
<b>Lifeguard Instructors:</b>	<p>(a) as above, plus be responsible for teaching swim classes as assigned by aquatic centre supervisor;</p> <p>(b) other related duties.</p>
<b>Lifeguard I:</b>	<p><i>Minimum Qualifications:</i> LSS Bronze Cross, and Basic CPR</p>
<b>Instructor I:</b>	<p><i>Minimum Qualifications</i> Water Safety Instructor or LSS Instructor or Fitness Instructors, Basic First Aid and Basic CPR</p>
<b>Lifeguard II:</b>	<p><i>Minimum Qualifications</i> National Lifeguard Service (Aquatic Centre Option), and CPR Level C</p>
<b>Lifeguard III:</b>	<p><i>Minimum Qualifications:</i> NLS Aquatic Centre Option, AEC and CPR Level C</p>
<b>Lifeguard-Instructor I:</b>	<p><i>Minimum Qualifications:</i> LSS Bronze Cross, Water Safety Instructor and CPR Level C,</p>
<b>Lifeguard-Instructor II:</b>	<p><i>Minimum Qualifications:</i> LSS Instructor, NLS, CPR Level C, and Water Safety Instructor</p>
<b>Lifeguard-Instructor III:</b>	<p><i>Minimum Qualifications:</i> CPR Level C, NLS Aquatic Centre Option, Water Safety Instructor, LSS Instructor, and Aquatic Emergency Certificate. Fitness Instructor I and basic knowledge of aquatic centre operation.</p>

Position	Qualifications/Staff Duties
<b>Head Lifeguard:</b>	<i>Head LifeGuard</i>

**MEMORANDUM OF AGREEMENT NO. 1****RE: JOB SHARING**

1. A full-time regular employee who wishes to job share in that full-time position, shall make a written request to the Employer. A proposed job sharing arrangement will be brought to the attention of the employees and applications from regular employees will be considered. The request shall specify the basis of the sharing, give the name of the other regular employee who wishes to join in the job sharing arrangement, set out the details of how the duties and responsibilities will be shared and communicated, and indicating concurrence with the conditions in this Memorandum of Agreement.

The proposal and the feasibility of implementation shall be considered by the Employer. Approval of the proposal is at the discretion of the Employer and could be given subject to changes in the proposed work schedule, work division, or selected partner. The Employer's response to the employee shall also be based on the following principles to determine suitability for job sharing:

- a) service is not negatively impacted;
- b) productivity is not negatively impacted;
- c) there are no additional costs to the Employer beyond those associated with normal orientation and transition, and employee benefits;
- d) job continuity questions and skill levels are satisfactory;
- e) job sharing arrangements may be limited to one per work area;
- f) each person involved has the skills, knowledge, abilities, compatibility and qualifications for the position.

2. A job-sharing arrangement shall have a trial period of six months. The posting for a moving employee's position, if there was one, shall stipulate the vacancy is for a temporary appointment to expire at the end of the job sharing arrangement which brought about the vacancy. (The time limitation for temporary appointments is waived in this situation). This position will be posted as a regular vacancy if the moving employee remains in the job share for more than six (6) months. At the end of the trial period, the job share arrangement will either be ended, or confirmed on a continuing basis until ended in accord with this Memorandum of Agreement.

3. The status of an employee (regular or temporary) is not altered as the result of job sharing.

4. If one of the job-sharers is absent because of illness or leave, the other job-sharer shall fill the absent job-sharer's obligations for the period involved, except under extenuating circumstances.

5. No employee who job shares will lose any employee benefits, and the payment of benefit premiums shall be in accord with the terms of this Collective Agreement.

6. Vacation entitlement, sick leave, paid holiday pay shall be pro-rated based on the hours worked by each of the job sharers.

7. The job sharing arrangement shall be at an end if:

- a) one of the job-sharers can no longer be involved in the job sharing because of separation from the Employer; or
- b) one of the job-sharers is the successful candidate for a vacancy; or
- c) the Employer, or one of the job sharers, finds that job sharing is not working satisfactorily, and gives thirty (30) days notice, and employees return to the previous positions.

During the job-share trial period:

- if the incumbent leaves the job share under (a) or (b) above, the position is posted and the second employee returns to the previous position;
- if the second employee leaves the job-share under (a) or (b) above, the original incumbent returns to full-time, and if a temporary position had been created to fill a position for the second employee it is to be posted as a regular position, and any other temporary appointment which was made as a result of the job share shall cease and temporary employee who may be displaced shall be subject to layoff.

After the job share trial period has ended and the job-share confirmed to continue:

- if the original holder of the position has left the job share, the other job sharer shall be given layoff notice and the position shall be posted;
- if the employee who moved to the job share has left the job share, the original incumbent shall return to full-time in the position;
- if the job share ends because of (c) above, the incumbent shall return to full-time and the person who moved to the job share shall be given layoff notice, and the provisions of the agreement with respect to layoff, bumping and recall will apply.

8. If the Employer eliminates the job shared position, both job-sharers will be given layoff notice and the provisions of the agreement with respect to layoff, bumping and recall will apply.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman, President

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Barry J. Janyk, Mayor

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John Williams, Bargaining Unit Chair

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Bill Beamish, Chief Administrative Officer

\_\_\_\_\_  
Lynn Giampa, Committee Member

\_\_\_\_\_  
Steve Streicker, Committee Member

\_\_\_\_\_  
Mary Partridge, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**MEMORANDUM OF AGREEMENT NO. 2**

**JOINT GENDER NEUTRAL JOB EVALUATION**

(a) If the requirement for pay equity legislation is put into effect by the Provincial government during the life of this Collective Agreement, the Parties agree:

(1) to establish a committee composed of two (2) Employer and two (2) Union representatives with votes. Each of the Parties may also name resource people (including BCGEU staff representatives) with full voice.

(2) The committee shall review gender neutral job evaluation plans and select a mutually agreeable plan before the expiration of this Collective Agreement. This will specifically include examination of the BCGEU Gender Neutral Job Evaluation Plan.

(3) The agreed-to gender neutral plan shall be used by the Parties during collective bargaining for the subsequent Collective Agreement.

(b) If pay equity legislation is not in effect during the term of this Agreement, the Parties agree to jointly undertake a technical review of three (3) positions, with a view to demonstrating the BCGEU Gender-Neutral Job Evaluation Program to the Employer, in 2006, prior to the commencement of negotiations for the next Collective Agreement. This information will be confidential to the Bargaining Committees for the Union and the Employer and will not be binding on the Employer.

**SIGNED ON BEHALF OF  
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George Heyman, President

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Barry J. Janyk, Mayor

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John Williams, Bargaining Unit Chair

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Bill Beamish, Chief Administrative Officer

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Lynn Giampa, Committee Member

\_\_\_\_\_  
Steve Streicker, Committee Member

\_\_\_\_\_  
Mary Partridge, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**MEMORANDUM OF AGREEMENT NO. 3**

**RE: AQUATIC CENTRE MODIFIED WORKWEEK FOR HEAD GUARD'S CLASSIFICATION**

- (a) It is mutually agreed that a modified workweek will be implemented at the Aquatic Facility for the classification of Head Guard;
- (b) The modified workweek shall exclude the month of July (when summer programming is in effect) during which only 1 Head Guard position will work up to 7.5 regular hours per day over a 5-day workweek.
- (c) The modified workweek will provide for 1 Head Guard to be on site for up to 9.5 hours per day, 7 days per week. The Head Guard shifts will consist of 3 days of up to 9.5 hours and 1 day of up to 9 hours followed by 3 days off.
- (d) When 2 qualified Head Guards are on shift at the same time, only 1, having seniority, will be paid at the Head Guard rate under the Collective Agreement;
- (e) It is recognized that in the day-to-day absences of the Head Guard position backfilling of this position is not required.

**SIGNED ON BEHALF OF  
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Lynn Giampa, Committee Member

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Steve Streicker, Committee Member

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Mary Partridge, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2004.