

COLLECTIVE AGREEMENT

BETWEEN

DISTRICT OF KENT

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 458**

JANUARY 1, 2005 – DECEMBER 31, 2007

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This Agreement made this 1st day of January 2005

**BETWEEN: THE CORPORATION OF THE DISTRICT OF KENT
(Hereinafter called the “Employer”)**

Party of the first part;

**AND THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO.458 (KENT)
Chartered by the Canadian Union of Public Employees and
affiliated with the Canadian Labour Congress
(Hereinafter called the “Union”)**

Party of the second part.

ARTICLE 1 PREAMBLE

WHEREAS it is the desire of both parties to this agreement:

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

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 DEFINITIONS

- a. **“Employee”** shall mean a person who is an “employee” as defined in the Labour Code of British Columbia.
- b. **“Probationary Employee”** shall mean a person serving an initial trial period of sixty-five (65) days worked for length of probation, which may be extended to a further sixty-five (65) days worked by mutual agreement, to determine suitability for employment as a “regular employee”.
- c. **“Regular Employee”** shall mean an employee, full and part time, who has successfully completed the probationary period and who is employed on a regular basis. Any employee working less than twelve (12) months shall pay benefits within six months of their employment.
- d. **“Regular” and “Probationary Employees”** shall be entitled to all benefits provided by the Collective Agreement, from date of hire, except those where an initial time limit is required.
- e. The Employer agrees to notify the Union, in writing, when an employee covered by the Agreement is hired, promoted, demoted, transferred, laid-off, recalled, resigns, is suspended or is terminated.
- f. **“Time Duration Employees”** shall be defined as an employee, other than Probationary or Regular Employee, who is employed to augment the regular staff, or who is employed on a special project of limited duration not exceeding three (3) calendar months (such period of time may be extended by mutual consent of both parties in writing). “Time Duration Employees”, during the aforementioned period shall be entitled to cumulative seniority from date of hire, but shall not be entitled to fringe benefits other than those to which a person becomes entitled by reason of statute. “Time Duration Employees” completing three (3) calendar months shall be entitled to all fringe benefits other than those where an initial time limit is required retroactive to the date of hire. Fringe benefits include Sick Leave and Welfare Benefits.
- g. **“Part-Time Employees”** shall have preference to available work on the basis of seniority provided the employee has the required knowledge, abilities and skills. However, such exercise of seniority shall not cost the Employer additional monies due to overtime and/or due to minimum hour requirements for junior employees.

- h. **“Aquatic Employees”** are persons employed to work at the Pool.
- i. **“Casual Employee”** shall be defined as an employee of the bargaining unit not employed as a regular employee and may be employed for relief of a regular employee on leave of absence, sick leave, annual vacation, or other authorized leave not to exceed seventy-five (75) hours per month. Casual employees shall be used in Recreation only.
- j. **“Casual Employees Terms and Conditions of Employment”**
Hours of work shall be offered to Regular Part Time Employees who have not achieved full time hours prior to being offered to Casual Employees.

Other articles of this Agreement notwithstanding, an casual employee shall not be entitled to the terms and conditions of this Agreement, save and except as follows:

- i. The definition of a “Casual Employee” as set out in Article 2 (i)
- ii. The provisions of Article 3 – Recognition and Negotiations
- iii. The provisions of Article 5 – Union Security
- iv. The provisions of Article 6 – Check-off of Union Dues
- v. The provisions of the grievance and arbitration procedures of Article 8
- vi. The Promotion and Staff Changes provisions of Article 10
- vii. Article 12 Section 1
Straight Time
Overtime Authorization
Overtime providing Overtime is offered as set out in Article 12, Section 1 (d) 1 and (d) 2 to Regular Full Time then Regular Part Time workers prior to being offered to Casual Employees.
No work available for Shift
- viii. Article 12 Section 2
 - 1. Definition of Shifts
 - 2. Shift Preference
- ix. Article 12 Section 3
 - 1. Standby Pay provided Standby is offered as set out in Article 12 Section 3 (a) to Regular Full Time then Regular Part Time workers prior to being offered to Casual Employees.
- x. Double Time (2x) shall be paid for each hour worked by an auxiliary employee who works on a statutory holiday listed in Article 13 (a) General Holidays. However, Article 13 (b), (c), (d) shall not apply.
- xi. Article 17 Leave of Absence – as per Employment Standards for any leave
- xii. Article 18 Payment of Wages and Allowances

1. Pay Days
 2. Equal Pay for Equal Work
 3. Pay During Temporary Transfers
 4. Temporary Assignments
 5. Overtime and Meal Allowance
- xiii. Article 19 Job Classification and Reclassification
 - xiv. In lieu of benefit plan entitlements, vacation entitlements, statutory holiday pay, sick leave and such benefits, a Casual Employee will receive thirteen percent (13%) of their gross wage earnings (basic wages plus overtime)
 - xv. Article 20 (e) Employment Insurance shall apply to Casual Employees
 - xvi. Article 21 Safety and Health
 - xvii. Article 24 Uniform and Clothing Allowances where applicable
 - xviii. Article 25 General Conditions where applicable
 - xix. Article 26 Present Conditions and Benefits
 - xx. Article 29 Term of Agreement
 - xxi. Schedule A – Wage Schedule Notes where applicable
 - xxii. Schedule A, B, C where applicable
 - xxiii. Casual employees shall serve a probationary period, equal in length of time, to the hourly equivalent to that of a regular employee.

When a casual employee has not performed any work for the Employer for a period of twelve (12) months or longer and after this time is re-employed in a Casual capacity, the employee must start a new accumulation of hours for the purposes of auxiliary seniority rights.

ARTICLE 3

RECOGNITION AND NEGOTIATIONS

The Employer recognizes the Canadian Union of Public Employees, Local 458, as the sole and exclusive collective bargaining agency for all of its employees, save and except those excluded by the Labour Code of British Columbia, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationships between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representatives, which may conflict with the terms of this Collective Agreement.

ARTICLE 4 MANAGEMENT RIGHTS

The Union recognizes that it is the function of the Employer to exercise the regular and customary functions of management and to direct the working forces of the Employer, subject to the terms of this Agreement. The question of whether one of these rights is limited by this Agreement may be decided through the Grievance Procedure.

ARTICLE 5 UNION SECURITY

All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union.

ARTICLE 6 CHECK-OFF OF UNION DUES

- a. The Employer shall deduct from every employee any monthly dues, initiations or assessments levied, in accordance with the Union Constitution and/or By-laws, and owing by him to the Union.
- b. The Employer agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and /or By-laws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union. The Corporation, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the fifteenth (15th) day of the

following month.

ARTICLE 7

LABOUR/MANAGEMENT RELATIONS

a. Representation

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

b. Labour/Management Committee

A Labour/Management Committee shall be appointed and consists of not more than three (3) members of the Employer, as appointees of the Employer and not more than three (3) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

c. Function of Labour/Management Committee

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions etc. shall be referred to the Labour/Management Committee for discussions and settlement.

d. Representation of Canadian Union

The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. On all such occasions, the Employer shall be informed by the representative of his presence and the reason for it.

e. Meeting of the Committee

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

f. Time Off for Meeting

Any representative of the Union on the Labour/Management Committee shall have the opportunity to attend Committee Meetings held within working hours without loss of remuneration. Employees must receive permission from their Departmental Head to be absent from the work place. This also applies to preparatory meetings of a reasonable duration.

g. Technical Information

The Employer shall make available to the Union, on request, information required by the Union, such as job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, pension and welfare plans, and all other technical information and reports, records, studies, surveys, manuals, directives or documents required for collective bargaining purposes.

ARTICLE 8 GRIEVANCE PROCEDURE AND ARBITRATION

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any question governing the dismissal or suspension of an employee bound by the Agreement, and including any question as to whether any matter is arbitrable, there shall be no stoppage of work on account of such difference and an earnest effort shall be made to settle the difference in the following manner.

Grievance Procedure

Step One:

The employee involved shall first take up the grievance verbally with their immediate Supervisor, recognizing Article 3, within ten (10) working days from the time the Employee ought to have reasonably known of the event giving rise to the grievance. The Supervisor shall notify the employee of their right to Union Representation at the meeting.

Step Two:

If the grievance is not satisfactorily settled at Step One, the Grievance shall be presented in writing within ten (10) working days from the meeting at Step One to the appropriate Department Head who shall arrange a meeting within six (6) calendar days of receipt of the grievance. The Department Head shall provide a written response to the Union within ten (10) working days from the date of

the meeting at Step Two.

Step Three:

If the grievance is not satisfactorily settled at Step Two, the Union may refer the grievance to the Chief Administrative Officer at Step Three within ten (10) working days from receiving the Step Two response. The Chief Administrative Officer may arrange a meeting within six (6) calendar days. The Chief Administrative Officer shall reply in writing to the Union within ten (10) working days from the date of the meeting at Step Three.

Step Four:

If the parties are not satisfied with the response at Step Three the grieving party may give written notice of arbitration to the other within ten (10) working days of receipt of the Step Three response.

Policy Grievance:

Where a dispute involving a question of general application or general interpretation of this Agreement occurs, the Employer has a grievance, or a grievance on discharge, layoff or recall occurs, such grievances may be processed commencing at Step Three.

Where a stipulated time is mentioned in Steps One to Three, the time may be extended by mutual consent of the parties.

Arbitration:

A Board of Arbitration composed of a single arbitrator acceptable to both parties shall be formed to hear the grievance referred to arbitration. Either party shall notify the other, in writing, of the question(s) to be arbitrated and the parties shall select a mutually agreeable arbitrator. Should the parties fail to select an arbitrator either party may request the assistance of the Minister of Labour of the Province of British Columbia in appointing an arbitrator. The expenses and compensation of the Arbitrator shall be shared equally between the parties. The decision of the arbitrator shall be final and binding on the parties.

ARTICLE 9

SENIORITY

a. Seniority

Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall

operate on a bargaining-unit-wide basis.

b. Seniority List

The Employer shall maintain a Seniority List showing the date upon which each employee's service commenced. An up-to-date Seniority List shall be sent to the Union annually.

c. Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of sixty-five (65) days worked from date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. The employment of such employees may be terminated at any time during the probationary period provided that the employee shall have access to the Grievance Procedure. After completion of the probationary period, seniority shall be effective from the original date of employment. Such probationary employment can be extended by mutual agreement.

Probationary employees shall not be eligible to take vacation during their initial sixty-five (65) days probationary period.

d. Aquatic Staff

The Parties agree that Article 9c) shall apply to newly hired aquatic employees on the following basis:

New Employees are only required to complete a probationary period when they are initially hired.

They shall have completed their probation when they have worked two hundred and sixty (260) hours. The seniority date shall be set at the completion of the two hundred and sixty (260) hours.

e. Loss of Seniority

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer.

f. Reasons for Loss of Seniority

An employee shall only lose his seniority in the event:

- i. He is discharged for just cause and is not reinstated;
- ii. He resigns;

iii. He is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible; He fails to return to work within (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address; He is laid off for a period longer than one (1) year; Loss of seniority shall mean loss of all rights as an employee.

g. Transfers Outside Bargaining Unit

Persons accepting a Municipal Management position outside the bargaining unit shall be on a trial basis for sixty-five (65) days worked, up to which time they may be returned to their original bargaining unit position without loss of seniority.

ARTICLE 10 PROMOTIONS AND STAFF CHANGES

a. Job Postings

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, locker rooms, shops and on all bulletin boards for a minimum of one (1) week, in order that all members will know about the position and be able to make written application therefore.

It is agreed that vacant positions may be filled on a temporary basis for a period not exceeding thirty (30) days prior to a permanent appointment being made.

b. Information in Postings

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Those qualifications may not be established in an arbitrary or discriminatory manner.

c. No Outside Advertising

No outside advertisement or permanent appointment for additional employees shall be made until present employees, who may reasonably be expected to qualify within twelve months, have had a full opportunity to qualify.

d. Recognition of Seniority

Both parties recognize:

The principle of promotion within the service of the Employer;
That job opportunity shall increase in proportion to length of service.

e. Method of Making Appointments

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority, and having the required qualifications. Appointments from within the bargaining unit shall be made within three (3) weeks of postings.

f. Trial Period

The successful applicant shall be placed on trial for a period of sixty-five (65) days worked. Conditional on satisfactory service, such trial promotion shall become permanent after the period of sixty-five (65) days worked. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position without loss of seniority and wage or salary.

ARTICLE 11 LAYOFFS AND RECALLS

Section 1

a. Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the hours of work.

b. Layoff and Recall Procedure

Both parties recognize that job security should 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 seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

c. No New Employees

No new employees will be hired until those laid off have been given an opportunity of re-employment.

d. Advance Notice of Layoff

Unless legislation is more favorable to the employees, the Employer shall notify regular employees who are to be laid off thirty (30) working days prior to the effective date of layoff, or awarded pay in lieu thereof. If the employee laid off has not had the opportunity to work thirty (30) full days after notice of layoff, he shall be paid in lieu of work for that part of thirty (30) days during which work was not available.

It is agreed that the Employer may give layoff notice upon the recall of an employee if it is known at that time when their assignment will be completed. The Employer may extend the notice of layoff providing they maintain a minimum notice period as defined in Article 11d), but in no case may the notice of layoff be shortened.

Section 2 Service Severance Pay

a. A regular employee who has received written notice of layoff shall, within five (5) calendar days, elect to:

- ii. exercise his seniority rights for bumping purposes; or,
- iii. accept layoff

b. If the employee accepts layoff, he shall within thirty (30) calendar days from the effective date of layoff elect to:

- ii. either retain seniority rights of layoff and recall; or
- iii. accept severance pay.

c. Upon acceptance of severance pay all seniority rights and rights to recall under the agreement are terminated, or upon acceptance of retention of seniority rights of layoff and recall, all rights to severance pay under these provisions are terminated.

d. Entitlement to and severance pay for each regular employee will be as follows:

- i. Three (3) days pay for each calendar year of service up to and including five (5) calendar years of service.

- ii. Five (5) days pay for each calendar year of service after five (5) years of service.
 - iii. The maximum number of days pay for severance will be ninety (90) days pay.
- e. Part time service shall be calculated on a pro-rata basis. Salary upon which severance pay is calculated shall be based on the employee's salary at the effective date of his or her termination.

ARTICLE 12 HOURS OF WORK

Section 1

a. Hours of Work

All employees except clerical/inside staff, shall work eight (8) hours per day and thirty-seven and one-half (37½) hours per week, Monday to Friday. The hours for outside staff shall be 8:00 a.m. – 4:30 p.m. Monday to Thursday and 8:00 a.m. to 2:00 p.m. Friday with a half (½) hour lunch Monday to Friday inclusive, and clerical/inside staff seven (7) hours per day and thirty-five (35) hours per week, Monday to Friday, inclusive. These hours may be adjusted by mutual agreement between Management and the Union.

The hours of work for clerical/inside staff shall be seven (7) hours per day, Monday to Friday, inclusive, between the hours of 8:30 a.m. and 4:30 p.m. with a one (1) hour break for lunch.

Weekend shift premium for regular scheduled work on Saturday and Sunday:

7½ hours work – 8 hours pay for Schedule "A" employees
6½ hours work – 7 hours pay for Schedule "C" employees

This premium pay will not be paid in addition to any other shift premium.

All work in excess of eight (8) hours per day or thirty-seven and one-half (37½) hours per week for other than clerical/inside staff, and seven (7) hours per day or thirty-five (35) hours per week for clerical/inside staff shall be paid for at the rate of double time. Overtime shall be calculated to the half (½) hour.

All hours worked on a Saturday, Sunday, a Statutory Holiday or General Holiday, or on the normal second day of rest shall be paid

for at double time, in addition to any holiday pay which may be payable.

Employees shall be allowed to take time off in lieu of overtime and shall be allowed to bank in dollar value to a maximum of one hundred and five (105) hours clerical and one hundred and twelve (112) hours outside. The hours mentioned are equivalent to three (3) weeks respectively. The time shall be earned at the equivalent overtime rate above (2x for overtime) but shall be banked in dollars at the value of the hourly rate of pay in effect at the time of the overtime worked. Such time shall be taken out of the bank at the average hourly rate of pay calculated on the total number of hours and the total value of dollars within the bank at the time of use. Hours in excess of the maximum accumulation allowed shall be paid in cash at the time earned.

The employee shall indicate on the time sheet, at the time overtime is worked, his/her preference of a cash payment or the banking of time in lieu. Once per calendar year employees shall have the option of a cash payout. Such a decision may not be changed. Overtime in lieu shall be used by December 31st of the year immediately following the year in which it was earned. Any unused portion shall be paid out in cash at that time.

Time off in lieu may be used in conjunction with annual vacation but cannot be taken for less than a one day period at the appropriate daily hours (clerical and outside) excepting that Friday shall be treated as a five and one-half (5½) hour day for outside staff.

Leave shall be by mutual consent and shall not be unjustly denied by the Employer.

b. Straight Time

Employees other than clerical staff working less than eight (8) hours per day and clerical staff working less than seven (7) hours per day, shall be paid at straight time rates for all hours worked up to eight (8) hours per day or seven (7) hours per day respectively, then overtime rates as set out above shall prevail.

c. Overtime Authorization

Employees shall be paid overtime, providing same is first authorized by the Chief Administrative Officer or designate.

d. Overtime

Overtime work shall be divided equally among the employees in the Department who are willing and capable to perform the work that is available. All time worked beyond the normal workday, the normal work week or on a holiday shall be considered overtime.

An employee shall not be required to layoff during regular hours to equalize any overtime worked. When mutually agreed upon a shift may start earlier in order to end earlier, in which case shift premium shall not apply.

e. Day Shift

For the purpose of establishing shifts for employees other than clerical staff, the parties hereby agree that:

Day shift shall be any eight (8) consecutive hours between 7:00 a.m. and 6:00 p.m., with one-half ($\frac{1}{2}$) hour for lunch.

f. No Work Available for Shift

Where an employee reports for a shift and no work is available, such employee shall be paid for a minimum of two (2) hours; and in the event the employee commences work, a minimum of four (4) hours shall be paid.

g. Call Out

An employee who is called from his residence to work outside of his regular working hours shall be paid at overtime rates of pay as provided in this Agreement, or a minimum of two (2) hours' pay at overtime rate of pay whichever is greater. Time worked shall be computed from the time the employee commences to work until he has completed the work for which he was called out or until he is instructed to cease work.

h. Break Periods

All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and the second half of a shift.

i. Aquatic Staff

Aquatic Staff may work up to eight (8) hours in a day and seventy-five (75) hours per pay period, consisting of fourteen (14) days. The pay period shall commence at 12:01 a.m. of a Sunday and shall end at midnight of the second Saturday. Hours in excess of the seventy-five (75) hours per pay period shall be paid at the overtime rates set out in the Agreement. All staff are required to be available for work during breaks and thus are classified as working and are paid for this time. All staff will receive thirteen per cent (13%) of their hourly rate in lieu of benefits. The hours of operation for the facility shall be up to seven (7) days per week, between 6:00 a.m. and 10:00 p.m. There shall be a maximum of one split shift per scheduled shift over a period of ten (10) hours, except in unusual circumstances.

j. Fitness/Activity Centre

All Fitness/Activity Center staff may work up to 7½ hours in a day and 37½ hours per week. This week shall commence at 12.01 a.m. of a Sunday and shall end at 12.00 p.m. on midnight of the first Saturday. Hours in excess of the 37½ hours per week shall be paid at the overtime rates set out in the Agreement. All staff are required to be available for work during breaks and thus are classified as working and are paid for this time. All staff, with the exception of Cashier/Receptionist – Casuals, who have completed their probationary period, shall receive benefits in accordance with the Agreement. The hours of operation for the facility shall be up to seven (7) days per week, between 6:00 a.m. and 10:00 p.m.

The Cashier/Receptionist – Casual shall not work more than seventy-five (75) hours per month. The existing part-time staff will be offered extra hours before the Casual staff member is scheduled shifts. The job description and wage is the same as the Cashier/Receptionist with the exception that they will be paid thirteen per cent (13%) of their hourly rate in lieu of benefits.

Section 2

a. Shift Premium

In recognition of the undesirable features of shift work, employees shall receive ten percent (10%) per hour additional compensation for all hours worked in the evening or night shift. Shift premiums shall apply in calculating overtime, vacation pay, sick leave, holidays and other fringe benefits.

b. Definition of Shifts

Unsocial shifts shall be defined as those shifts in which any hours are worked between 6:00 p.m. and 7:00 a.m.

c. Shift Preference

Seniority shall determine shift preference, subject only to ability to perform the job required.

d. Notice of Change of Shift

Forty-eight (48) hours' notice shall be given before change of shift. Failure to provide at least sixteen (16) hours' rest between shifts, which are being changed, shall result in payment of overtime at established rates for any hours worked during such normal rest period.

Section 3

a. Standby Pay

Employees who are authorized by the Supervisor to standby for extra duty shall be paid as follows:

Sunday Midnight to. Monday 8:00 a.m.	– 2 hours pay
Tuesday to Thursday 4:30 p.m. to 8:00 a.m.	– 2 hours pay
Friday 2:00 p.m. to Saturday Midnight	– 2 hours pay
Friday Midnight to Saturday Midnight	– 3 hours pay and
Saturday Midnight to Sunday Midnight	– 3 hours pay

ARTICLE 13 GENERAL HOLIDAYS

It is the purpose of this Article to guarantee a minimum of eleven (11) General Holidays to all employees.

a. General Holidays

All employees shall have the following General Holidays off with pay at the employee's regular rate of pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day

Dominion Day
British Columbia Day

Boxing Day

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

For the purpose of this section, all new employees hired by the Employer shall have worked for the Employer at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to the General Holiday.

b. Weekend Statutory Holidays

When any of the above noted holidays falls on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

c. Holiday Pay

Employees who are not required to work on the above holidays shall receive holiday pay equal to one normal day's pay. Employees who are required to work shall be paid in accordance with Article 12, Section 1 (a).

d. Holidays on Day Off

When any of the above noted holidays falls on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

ARTICLE 14 ANNUAL VACATIONS

All employees covered by this Agreement shall receive an annual vacation with pay on the following basis:

a. Calendar Year

For the purpose of this section, calendar year shall be the period January 1st to December 31st inclusive.

b. Entitlement

New employees shall be entitled to one and one-quarter (1¼) days vacation for each month worked in year one (to be taken in the year

earned). Employees starting before October 1st in any year shall be said to start their second year on January 1st following.

Employees starting after September 30th in the year will be said to have started their first year January 1st following. Employees shall receive an annual vacation equivalent to the accumulated working days at the employee's regular rate of pay or six percent (6%) of the employee's annual gross earnings, whichever is greater, for the first year. Employees hired prior to November 23, 1993 shall continue to have calendar years of service calculated in accordance with past practice.

c. Continuous Service

For each succeeding year of continuous service, employees shall earn one (1) additional working day of annual vacation to a maximum of thirty (30) days or a corresponding increase of four-tenths of one percent (0.4%) for each additional year, whichever is greater, to a maximum of twelve percent (12%) in the 16th year.

During 1st year	15 days
During 2nd year	16 days
During 3rd Year	17 days
During 4th year	18 days
During 5th year	19 days
During 6th year	20 days
During 7th year	21 days
During 8th year	22 days
During 9th year	23 days
During 10th year	24 days
During 11th year	25 days
During 12th year	26 days
During 13th year	27 days
During 14th year	28 days
During 15th year	29 days
During 16th year	30 days.

d. Additional Vacation in New Year

Where an employee becomes eligible for added vacation on January 1st in any year, the employee shall be entitled to such added vacation at the time of taking his/her annual vacation.

e. Statutory Holiday During Vacation

When a Statutory Holiday falls or is observed during an employee's annual vacation period, he/she shall be granted an additional day's vacation for each Statutory Holiday in addition to his/her regular vacation time.

f. Continuous Vacation

An employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

g. Payment of Vacation

Employees' pay for the annual vacation to which the employee is entitled shall be paid in one (1) payment to the employee at least one (1) day before the beginning of the employee's annual vacation.

h. Changes Within Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. The employee shall produce a medical certificate from a qualified Medical Practitioner.

i. Vacation Preference Deadline

Employees are required to indicate their vacation preference by February 15th each year. In consultation with employees, the Employer shall schedule all requested vacation taking into consideration the expected work schedule. When scheduling vacations, seniority shall be the deciding factor up to February 15th. After that date vacations will be determined on a "first come first served" basis.

j. Vacation Carry Over

Employees shall be entitled to carry vacation over to a maximum of five (5) days.

k. Probationary Employees

Probationary employees may only take vacation accrued during the probationary period with the written approval of the Chief Administrative Officer.

ARTICLE 15 SICK LEAVE PROVISIONS

a. Preamble

All employees upon completion of the probationary period shall be granted two (2) days' sick leave with pay every month of service retroactive to the date of hire. An employee shall be entitled to an accrual of all unused sick leave to a maximum of two hundred and fifty (250) days for his future benefits.

In the event of death in service, all such accrued sick leave shall be paid to the employee's estate.

b. Sick Leave Defined

Sick Leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease or because of an accident for which compensation is not payable under the Workers' Compensation Act. Doctor and Dental and Driver's Medical Examination appointments shall be covered as per Clause (e)

c. Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, he shall not receive sick leave credit for the period of such absence, but shall retain his cumulative credit.

Permanent employees laid off due to lack of work shall continue to accrue sick leave credits as if they were working.

d. Extension of Sick Leave

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

e. Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half ($\frac{1}{2}$) day.

Doctor, Dental and Driver's medical appointments in the Fraser Valley area, be paid as per above, excepting that appointments necessitating a trip to the Vancouver area shall be treated as one day's sick leave.

f. Proof of Illness

An employee may be required to produce a certificate from a qualified Medical Practitioner for any illness in excess of three (3) working days, certifying that such employee is unable to carry out his duties due to illness, or non-compensable accident. Sick Leave records are to be reviewed quarterly by the Labour/Management Committee to review and recommend appropriate action if required.

If an employee is unable to obtain a certificate due to not being under a Doctor's care for a period of five (5) days, then the employee shall not be disciplined for lack of a certificate.

g. Sick Leave Records

A record of all unused Sick Leave will be kept by the Employer. Immediately after the close of each calendar year, each employee shall be advised of the amount of sick leave accrued to his credit.

h. Gratuity Days

An employee shall be entitled to one (1) day's pay at the first (1st) pay period of the new calendar year at the rate of pay in effect December 31st for every three (3) sick leave days remaining to his credit from his annual sick leave entitlement of twenty-four (24) days at the end of each calendar year. The number of gratuity days shall be deducted from the total sick leave balance for that year. The balance shall be cumulative for purposes of sick leave only to a maximum of two hundred and fifty (250) days.

i. Family Illness

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

j. Layoff

For the purpose of qualifying for the E.I.C. Rebate Program, in event of a layoff, Sick Leave Benefits will continue until the earliest of a total of fifteen (15) weeks or the end of the incapacity due to illness; except where the disability occurred within two (2) months of the date of layoff and notice of layoff was given prior to the occurrence of the disability

ARTICLE 16 RETIREMENT SEVERANCE PAY

a. Retirement Severance Pay

It is agreed and understood that "Retirement Severance Pay" shall be paid to employees of the Employer on the following basis:

Employees retiring from the service of the Employer shall be paid at the rate of two (2) days per year for the first ten (10) years and three (3) days per year for each year over ten (10) years to a maximum of sixty-five (65) days.

For the purpose of Retirement Severance Pay, the following definitions shall apply:

b. Retirement

Shall be defined as an employee leaving the service of the Employer in accordance with the provisions of the Public Sector Pension Plans Act, and shall apply to all employees as though contributing under the said Act, provided they retire at the retirement ages permitted in the Public Sector Pension Plan.

c. Day's Pay

Shall be defined as pay for one (1) day at the current rate of pay for the classification in which the employee was regularly employed.

d. Mandatory Retirement at Sixty-Five

Subject to applicable legislation.

e. Early Retirement

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

ARTICLE 17 LEAVE OF ABSENCE

a. For Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance. At any meeting with the Employer, any representative of the Union shall, at all times, be accompanied by a member of the Labour/Management Committee.

b. Leave for Union Duties

It is agreed that official representatives of the Union be granted Leave of Absence without pay, to attend Union Conventions or perform any other function on behalf of the Union and its affiliation, provided that not more than two (2) Union Representatives shall be away at any one time. Such Leave of Absence shall not affect the employee's seniority and/or benefits contained in this Agreement.

The Union shall consult with the Employer and give notice where the leave exceeds five (5) working days.

It is agreed that any employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, may be granted Leave of Absence without pay and without loss of seniority by the Employer for a period up to one (1) year and may be renewed each year on request during his/her term in office.

c. Leave for Public Duties

- i. The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow Leave of Absence without loss of benefits, provided the employee pays both the employee and Employer share, so that the employee may be a candidate in Federal, Provincial or Municipal Elections.

Such leave, when approved, shall not exceed the appropriate following time period:

- 1. Federal Elections 7 weeks
- 2. Provincial Elections 4 weeks
- 3. Municipal Elections 2 weeks

- ii. An employee elected to Public Office shall be granted, upon written request, a Leave of Absence without pay and benefits except the retention of seniority.

d. Bereavement Leave

An employee shall be granted up to five (5) working days' leave without loss of salary or wages in the case of death of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild and grandparent and other family members may be considered. Where the burial occurs outside the province, leave to travel may be granted, such leave may not exceed ten (10) working days of absence and shall be without pay.

e. Pallbearers' Leave

One (1) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

f. General Leave

The Employer shall grant Leave of Absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly. There will be no payment of statutory holidays when on more than thirty (30) days Leave of Absence.

g. Jury Court Witness Duty or Coroner's Inquest

The Employer shall grant a leave of absence without loss of seniority to an employee who serves as a Juror or Crown witness in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for Jury Service or Court Witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received to the Employer.

h. Leave for Driver's Examination

The Employer shall grant Leave of Absence without pay to any employee who takes a driving examination for the purpose of upgrading himself, however, should the Employer request that the employee take the examination, then leave shall be with pay.

i. Parental Leave

- i. Upon written request, Leave of Absence without pay and without loss of seniority shall be granted for pregnancy to a maximum of fifty-two (52) weeks. The employee returning to work after parental leave shall provide the Employer with at least four (4) weeks notice and on return from parental leave, the employee shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or if the same position does not remain established, the provisions of Article 11 shall apply.
- ii. Parental Leave may cover a period up to thirty-two (32) weeks. It may be used before, after or for any combination of time before and after the birth of a child, provided that return to work will not be sooner than six (6) weeks after the birth of a child. Benefit coverage may be maintained during the period of separation under the present cost sharing arrangements if the employee pays their share of the premiums.
- iii. Where a Doctor's Certificate is provided stating that a longer period of Parental Leave is required for health reasons, the Employer may extend the Parental Leave up to a maximum of an additional six (6) months. The Employer may request a second certificate from a Physician of the Employer's choice.

- iv. A pregnant employee shall have the option to refuse or to continue to operate a VDT. The employee may be assigned to another job she is capable of performing or a transfer may be arranged with another employee who is agreeable to exchange jobs for the duration of the pregnancy and applicable leave. Such transfer shall only be with the consent of the pregnant employee. If no transfer is available the pregnant employee shall be eligible for the extended leave provision as set out in sub clause (iii) above.
- v. Male employees, in addition to parental leave, shall be entitled to one (1) working day leave with pay upon the confinement of their spouse.

ARTICLE 18 PAYMENT OF WAGES AND ALLOWANCES

a. Pay Days

The Employer shall pay wages in accordance with Schedules “A”, “B” and “C” attached hereto and forming part of this Agreement. On each payday each employee shall be provided with an itemized statement of his wages and deductions. All employees will be paid by direct deposit to a bank account designated by them. Employees are required to keep the Employer informed of any changes of their designated account.

b. Equal Pay for Equal Work

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

c. Part Time Employees

Regular Part Time employees shall receive the wage rates, conditions of employment and perquisites specified in this Agreement on a pro-rata basis according to their hours of work.

d. Pay During Temporary Transfers

When an employee temporarily substitutes in, or performs the principal duties of a higher paying position at a flat rate of pay, she shall receive the rate of the job. When an employee temporarily substitutes in, or performs the principal duties of a higher paying position for which a salary range has been established, he shall receive the rate in the salary range which is next higher to his previous rate. When an employee is assigned to a position paying a lower rate, such employee shall incur no reduction in pay.

e. Temporary Assignments

Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid from the first day in the Temporary Assigned Position, ten percent (10%) above the assigned employee's regular classification rate. In each assignment the employee shall be notified in writing in advance of the temporary assignment.

f. Overtime and Meal Allowance

Employees shall be provided with a Meal Allowance by the Employer or remuneration of \$12.00 when:

- i. they work two (2) hours of overtime in any continuous shift;
- ii. for each additional four (4) hours overtime in any continuous shift; or
- iii. they work four (4) hours on any call out.

g. Course Instruction

The Employer shall pay the full cost of any Course of Instruction required by the Employer for an employee to be qualified to perform his/her job.

Fifty percent (50%) shall be paid on enrolment and the balance shall be paid upon successful completion of the course. Should the employee leave the service of the Employer prior to two (2) years then the Employer shall have the right to a refund, on a pro-rated basis from the employee.

Example:

<u>Course Cost</u>	<u>Employee Leaves</u>	<u>Refund</u>
\$200.00	18 months	$\frac{1}{4} \times \$200.00 = \50.00

h. Rates for Leadmen and Charge Hands

A Leadman is one who over and above his regular work, supervises two or more employees, but remains under the supervision of a Foreman. While so employed, Leadmen shall receive not less than ten percent (10%) above the highest rates classification under their supervision.

i. Professional Fees and Licenses

The Employer shall pay Professional Fees for any employee who is required by the Employer to be a member of Professional Association, and License for any employee who is required to be licensed, other than motor vehicle license.

j. Mileage Allowance

- i. Mileage rates paid to employees using their own vehicles for the Employer's business shall be paid in the greater amount of forty-one cents (\$0.41) per kilometer or as per the applicable District policy, as amended from time to time.
- ii. As a condition of employment, the Employer does not require anyone to own a car. When transportation is required the employee may, with the approval of the Employer, elect to use his own car at the approved mileage rate. If an employee does not elect to use his own car, or if he does not own a car, the Employer will, if necessary, provide alternative transportation appropriate to the occasion.
- iii. An employee who is authorized to use an Employer-owned vehicle or his own vehicle for the Employer's business shall be paid by the Employer the amount of any dollar loss, upon renewal of his/her driver's license and/or annual vehicle insurance which the employee sustains as a result of any accident during such use provided that the driving of the employee did not constitute:
 1. gross negligence, or
 2. a breach of any condition of the Employer's Insurance covering such use.

k. Gravel Pit Supervisor

Any person who holds a valid Gravel Pit Supervisor Certificate and is requested by the District to act in this capacity during the Foreman's absence will receive a premium rate per hour as set out in Schedule "A" in addition to his regular hourly rate.

ARTICLE 19 JOB CLASSIFICATION AND RECLASSIFICATION

a. Job Descriptions

The Employer agrees to draw up Job Descriptions for all positions and classifications for which the Union is bargaining agent.

These Descriptions shall be presented to the Union and shall become the recognized Job Descriptions unless the Union presents written objection within thirty (30) days.

Classifications and Job Descriptions so established shall not be eliminated without prior agreement with the Union.

b. Changes in Classification

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

ARTICLE 20 WELFARE BENEFITS

a. Pension Plan

All employees appointed to the permanent staff shall be enrolled in the Municipal Pension Plan under the terms and conditions of the Public Sector Pension Plans Act.

b. Group Medical, Insurance Benefits & Dental Plan

The Employer agrees to provide, and each employee shall be required to participate in, the following benefits as a condition of employment, upon completion of an employee's probationary period. Any employee working less than twelve (12) months shall pay benefits within six (6) months of their employment.

- i. Medical and Surgical Benefits through MSP

- ii. Extended Health Care to include Eyeglass coverage (Vision Care) of four hundred dollars (\$400.00) every twenty-four months. Eye examinations at eighty per cent (80%) co-insurance, to a maximum of seventy-five dollars (\$75.00) per person every twenty-four (24) months. Hearing Aids – to a maximum of two thousand dollars (\$2,000.00) every sixty (60) months. Prosthetics, with no limit of wigs, hairpieces and brassieres.
- iii. Dental Plan (From January 1, 2005 – December 31, 2005)
 - 1. A Eighty per cent (80%)
 - 2. B Fifty per cent (50%)
 - 3. C Fifty per cent (50%) (\$2,500.00 lifetime limit)
- iv. Dental Plan (From January 1, 2006 onward)
 - 1. A One hundred per cent (100%)
 - 2. B Fifty per cent (50%)
 - 3. C Fifty per cent (50%) (\$2,500.00 lifetime limit)

c. Supplementation of Compensation Award

An employee prevented from performing his regular work with the Employer on account of an occupational accident, that is recognized by the Workers' Compensation Board as compensable, within the meaning of the Workers' Compensation Act and receiving lost time compensation, shall be paid utilizing the principal of no loss, no gain. Specifically, an employee will be paid their net take home pay, excluding overtime that they would have normally received prior to their injury.

d. Legislation

If the premium paid by the Employer for any employee benefit is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees as may be mutually agreed between the parties, or shall be passed on to the employees in the form of increased wage or salary rates or in the form of other benefits; provided always that cost sharing between the parties is maintained as per Article 20 (b).

e. Employment Insurance

All employees shall be covered by the provisions of the Employment Insurance Act, and the Employer agrees that no further certificates exempting employees from coverage under the Act shall be issued.

f. Group Life Insurance

Group Life Insurance coverage equal to two times (2x) the Employee's annual pay; with a minimum of seventy-five thousand dollars (\$75,000).

The cost of providing this benefit shall be eighty per cent (80%) Employer paid effective January 1, 2002 , eighty per cent (80% Employer paid effective January 1, 2003 and one hundred per cent (100%) Employer paid effective

g. Death Benefits

All benefits earned or accruing from the employee's period of employment with the Employer shall, in the event of the employee's death, be paid either to a stipulated beneficiary or the employee's estate.

ARTICLE 21 SAFETY AND HEALTH

a. Co-operation on Safety

The Union and the Employer shall co-operate in continuing and perfecting regulations, which will afford adequate protection to employees engaged in hazardous work.

b. Union-Employer Safety Committee

A Safety and Health Committee shall be established and composed of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Union. The Chair of the Committee shall be jointly held upon request of either party.

c. Meetings of Committee

The Safety and Health Committee shall hold meetings as requested by the Union or the Employer, but no less than monthly and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Safety and Health Committee meetings shall be kept and copies of such Minutes shall be sent to the Employer and the Union.

d. Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing when needed.

e. No Disciplinary Action

No employee shall be disciplined for refusal to work on a job, which, in the genuine opinion of the employee, is not safe. Upon such refusal to perform the work, the Employer or Union may request the Safety and Health Committee to investigate the circumstances of the refusal to perform the work and determine what course of correction, if any, is required to be taken.

f. Investigation of Accidents

The Union shall be notified immediately of each accident or injury. Upon the request of the Union, the Safety and Health Committee shall investigate and report within fourteen (14) days on the nature and cause of the accident or injury.

g. Pay for Injured Employees

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

h. Transportation of Accident Victims

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

i. Training for Committee Members

The Employer agrees to provide a minimum of eight (8) hours per year Safety Training for Committee Members. This Training may be supplied by the Employer, the Union, or W.C.B. as mutually agreed. Committee Members shall be paid straight time for this training.

ARTICLE 22 TECHNOLOGICAL AND OTHER CHANGES

a. Union Notification of Changes

Three (3) months before the introduction of any technological or other changes, or methods of operation which affect the rights of employees, conditions of employment, wage rates or work loads, the Employer shall notify the Union of the proposed change.

Any such change shall be made only after the Union and the Employer have reached an agreement on such change through collective bargaining. If the Employer and the Union fail to agree on the results of the change, the matter shall be referred to the Grievance Procedure of this Agreement.

b. No Dismissals

No regular employee shall be dismissed by the Employer because of Mechanization or Technological Changes. An employee who is displaced from his job by virtue of Technological Change or improvements will suffer no reduction in normal earning and will be given the opportunity to fill other vacancies according to seniority.

c. Training Program

In the event that the Employer should introduce new methods or machines which require new or greater skills than possessed by employees under the present methods of operation, such employees shall, at the expense of the Employer, be given a minimum period, not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

d. Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be a subject for discussion between the Employer and the Union.

e. No New Employees

No additional employees shall be hired by the Employer until the employees already working shall be notified of the proposed Technological Change and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

ARTICLE 23 JOB SECURITY

a. Contracting Out

The Employer agrees that employees shall not be laid off as a result of contracting out work or services. Employees shall not be laid off or sent home due to inclement weather.

b. Staff Reduction

The staff compliment as at November 22, 1993, shall not be reduced without at least sixty (60) days notice and consultation with the Union.

ARTICLE 24 UNIFORM AND CLOTHING ALLOWANCE

a. Outside Work Crew

The Employer shall provide the Outside Crew with the following upon appointment:

- i. Two (2) sets of Coveralls
- ii. One (1) set of Rain Gear
- iii. Work Gloves as required
- iv. Two (2) Lab Coats for Waste Water Treatment Plant Operator.

Employees who wear out their clothing as provided in Article 24 a) of the Collective Agreement shall be entitled to replacement clothing upon turning in the worn out clothing items.

For employees regularly assigned to the Waste Water Treatment Plant and Mechanic/Shop duties, the Employer shall make available coveralls on a Laundry Service Basis, rather than the two (2) sets.

b. Aquatic Staff

The Employer shall provide the Pool Staff with a uniform each year that may consist of, but is not limited to, the following:

- i. Two (2) singlets
- ii. One (1) pair of shorts
- iii. One (1) hat

c. Safety Boots

All employees required to wear Safety Boots according to current W.C.B. Regulations will receive seventy-five dollars (\$75.00) per annum, upon presentation of proof of purchase and proof of certification.

ARTICLE 25 GENERAL CONDITIONS

a. Proper Facilities

Proper facilities shall be provided for employees to have their meals and keep and change their clothes.

b. Bulletin Boards

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees

c. Tools

Employees required to furnish their own tools in the performance of their duties shall, upon producing a broken tool, have same replaced by the Employer.

d. Fire and Theft Insurance

The Employer shall provide Fire and Theft Insurance covering the tools and equipment owned by the employees and used in the performance of their duties with the Employer provided the employee provides a list of items.

ARTICLE 26 PRESENT CONDITIONS AND BENEFITS

a. Present Conditions to Continue

All rights, benefits, privileges and working conditions which the employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and Union.

b. Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in affect. If any law now existing or hereafter enacted, and/or proclamation, and/or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence and either party, upon notice to the other, may re-open this present Agreement for negotiation.

ARTICLE 27 CROSSING OF PICKET LINES DURING STRIKE

a. Legal Picket Lines

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

ARTICLE 28 GENERAL

a. Plural or Feminine Terms May Apply

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

b. Not Reporting For Work

Where an employee will not be reporting for work as scheduled, he/she will notify the immediate Supervisor or Municipal Office by telephone or the best available means, prior to the commencement of the employee's work day, or as soon as possible thereafter. Extenuating circumstances will be taken into account should an employee fail to so notify.

c. Sexual and Personal Harassment and Workplace Violence

i. Personal Harassment

Personal Harassment by either Employer or employees shall be defined as: repeated, intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation.

ii. Sexual Harassment

All employees have the right to work without Sexual Harassment. Any complaint alleging Sexual Harassment will be referred to the Union Officer of the employee's choice to be taken up with the representative of the Employer appointed by Council to investigate.

If the complaint is not resolved, it will be dealt with at Step 3 of the Grievance Procedure, being Article 8.

Neither the employee alleging sexual harassment or the harasser shall sit on any committee established to deal with the complaint.

iii. Workplace Violence

1. Definition of Violence

Any incident, in which an employee is abused, threatened or assaulted during the course of his/her employment. This includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual and racial harassment.

2. Reporting Violent Incidents

The parties agree that all cases of violence whether involving major injury, minor injury, threats, verbal abuse or sexual and racial harassment, must be reported to the Employer and to the Joint Union/Management Health and Safety Committee.

3. Development of Policies Against Violence

The parties agree to develop explicit policies for dealing with the problem of violence. The policy will address the prevention of violence, the management of violent situations and the provision of support to employees who have faced violence. The policies detailing the organization and arrangements for dealing with the problems will be part of the Employer's Health and Safety Policy. The violence policy will be brought to the attention of all employees.

d. No Discrimination

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

e. Employee Records

- i. Each employee shall be entitled to receive a record of their sick leave standing and any personal appraisal or disciplinary action that is added to their file.
- ii. In the event an employee wishes to review their personnel file, the employee may, by appointment with the Employer, have access to such file.

f. Job Description for Labourer/Equipment Operator

It is understood that the incumbent Labour/Equipment Operator Employees are not disqualified from holding their positions because of the change in educational requirement.

ARTICLE 29 TERM OF AGREEMENT

This agreement shall be binding and remain in full force and effect from the 1st day of January 2005 to the 31st of December 2007 and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the statutes of the Province of British Columbia.

Should either party give written notice as aforesaid, all terms and conditions of this Agreement shall remain in full force and effect during bargaining for a renewal agreement. During any period of strike or lockout, the terms and conditions of this Agreement shall be suspended. If a strike or lockout is terminated before a renewal Agreement becomes effective, the terms and conditions of this Agreement shall be in full force and effect until a renewal Agreement becomes effective.

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

The Corporate Seal of the Corporation of the District of Kent is hereunto affixed in the presence of its proper

The Seal of the Canadian Union of Public Employees, Local 458 (Kent), is hereunto affixed in the presence of its proper Officers

THE CORPORATION OF THE DISTRICT OF KENT

SCHEDULE "A"

WAGE SCHEDULE NOTES

Dirty Pay

Employees working in repairing broken sanitary sewer service lines and mains and coming into contact with raw sewage, shall receive a premium rate of an additional fifty cents (50¢) per hour when so employed. This fifty cents (50¢) premium rate will not be applicable to any employees when the sewage is lying on the surface of the ground, as they are not in direct contact with raw sewage, or to the Waste Water Treatment Plant employees during their normal course of duties.

Equipment Repairs

Employees working on the repair of machines shall be paid the rate for the classification of the equipment they are working on.

SCHEDULE "A"
HOURLY RATES (OUTSIDE STAFF)

RATE #	DESCRIPTION	2005	2006	2007
1	<p style="text-align: center;"><u>Labourer 1</u></p> <p>General labour work using basic non-power tools such as a shovel and broom and includes general tasks involving digging, excavation by hand, lifting, carrying, tidying and cleaning as well as providing assistance to the drivers of vehicles classified under Pay Grade 5 and below. Includes driving a pick-up truck or other similar vehicle where the vehicle is used as transportation to the task.</p>	\$21.45	\$21.99	\$22.65
2	<p style="text-align: center;"><u>Labourer 2</u></p> <p>General labour work using small power tools such as weed eaters, drills, saws, pressure washer, paint sprayers, small pumps, hand mowers, etc. Includes pipe laying and driving pick-up truck or similar vehicle where the vehicle is used as transportation to the task.</p>	\$21.61	\$22.15	\$22.81
3	<p style="text-align: center;"><u>Equipment Operator 1</u></p> <p>Operation of small equipment such as large pumps, ride-on mowers, small ride-on tractors with snow or ice control equipment attached, mobile generators and vehicles 10,000kg. G.V.W. and under. This includes pick-up trucks where the vehicle is used to perform the task except where the vehicle is used only as transportation to the task.</p>	\$21.92	\$22.47	\$23.14
4	<p style="text-align: center;"><u>Labourer 4</u></p> <p>Work conducted under supervision of certified operator at Waste Water Treatment Plant or Rockwell Bay Water system. Work at the pool, involving maintenance of the disinfection system, valves and pumps. Routine work associated with pressurized fire hydrant maintenance.</p> <p style="text-align: center;"><u>Tandem Dump Truck Driver</u></p> <p>General Duties involving driving tandem dump trucks.</p>	\$22.08	\$22.63	\$23.31
5	<p style="text-align: center;"><u>Equipment Operator 2</u></p> <p>Operation of large equipment such as the Grader, Sweeper, Roadside and Ditch Mowers, Backhoe, Loader, Flusher Truck, Dump Truck and Large Tractors with snow or ice control equipment attached.</p> <p style="text-align: center;"><u>Utility Operator 2 (With Level 1 Waste Water Operator's Certificate)</u></p> <p>General work associated with operation of Waste Water Treatment Plant and Collection System and Rockwell Bay Water Works.</p> <p style="text-align: center;"><u>Gardener</u></p> <p>General Horticultural activities</p>	\$22.55	\$23.11	\$23.81

6	<p align="center"><u>Mechanic</u></p> <p>Regular repair and maintenance of Municipal Vehicles and Equipment</p>	\$23.66	\$24.25	\$24.98
7	<p align="center"><u>Public Works Working Foreman</u></p> <p>Supervision of Public Works Personnel and working variety of tasks.</p> <p align="center"><u>Utility Supervisor</u></p> <p>Supervision of Utility personnel and working on a variety of tasks associated with Waste Water Treatment Plant, collection System and Rockwell Bay Water System.</p>	\$27.34	\$28.02	\$28.86
	<p><u>Mines Supervisor's Certificate Premium</u></p> <ul style="list-style-type: none"> • Appointed Mines Supervisor • Authorized Supervisor's Certificate Holder – Mines <p><u>Treatment Plant Certification Premium</u></p> <ul style="list-style-type: none"> • Utility Operator 2 (with Level 2 Waste Water Operator's Certificate) • Utility Operator 2 (with Level 3 Waste Water Operator's Certificate) 	<p>1.06%</p> <p>0.8%</p> <p>4.94%</p> <p>9.34%</p>		

THE CORPORATION OF THE DISTRICT OF KENT

SCHEDULE "B"

LEISURE SERVICES STAFF

FERNY COOMBE AQUATIC STAFF

RATE #	POSITION	2005	2006	2007
1	LIFEGUARD/INSTRUCTOR I	\$16.36	\$16.78	\$17.28
2	LIFEGUARD/INSTRUCTOR/SWIM COACH (INACTIVE)			
3	LIFEGUARD/INSTRUCTOR II	\$18.18	\$18.63	\$19.19

TERMS & CONDITIONS

- a) Shift Differential shall not be applicable
- b) Lifeguard/Instructor II positions shall be filled as in accordance with Section 10e) of the Collective Agreement and designated as day, evening, weekend and relief.
- c) Aquatic Staff shall receive 13% in lieu of benefits.

FITNESS/ACTIVITY CENTRE

RATE #	POSITION	2005	2006	2007
4	CASHIER/RECEPTIONIST	\$16.83	\$17.25	\$17.77
5	AQUATIC/FITNESS CO-ORDINATOR	\$21.80	\$22.35	\$23.02
6	RECREATION PROGRAMMER	\$18.91	\$19.38	\$19.96

TERMS & CONDITIONS

- a) Shift Differential shall not be applicable
- b) Casual Staff shall receive 13% in lieu of benefits

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THE CORPORATION OF THE DISTRICT OF KENT

SCHEDULE "C"

HOURLY RATE (Clerical/Inside)

RATE #	POSITION CLASSIFICATION	2005	2006	2007
1	CLERK TYPIST 1	\$20.067	\$20.569	\$21.083
2	CLERK TYPIST 2 RECEPTIONIST	\$22.10	\$22.65	\$23.33
3	CLERK TYPIST 2 SECRETARY	\$22.24	\$22.80	\$23.48
3A	CLERK TYPIST 3 SECRETARY	\$22.56	\$23.12	\$23.82
4	SENIOR CLERK/FINANCE	\$23.27	\$23.85	\$24.57
5	BUILDING INSPECTOR	\$30.41	\$31.17	\$32.11

cope:491

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE DISTRICT OF KENT
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 458 (KENT)

NO 1

DATED: January 1, 1996

JOB PROMOTION CRITERIA
SUPERVISORY POSITIONS ONLY

Article 10(e) notwithstanding, promotions to supervisory positions shall be made of the applicant having the highest level of skills, knowledge and abilities to perform the duties of the position. Where two or more applicants have approximately equivalent qualifications to perform the duties, seniority as defined in the Collective Agreement shall apply.

The assessment of qualifications will be through interviews and written testing.

The results of testing and interviewing, as well as the point rating system will be available to the Union for scrutiny.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

cope:491

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE DISTRICT OF KENT

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 458 (KENT)**

NO 2

DATED: January 1, 1996

EMERGENCY SERVICE DURING STRIKE

In the event of a strike by members of CUPE Local 458, employed by the District of Kent, it is understood and agreed that the Local Union will provide for emergency service at the Waste Water Treatment Plant and Cemetery. The Employer shall pay to the Union the equivalent sum of the cost it otherwise would have incurred pursuant to the Collective Agreement.

The level of emergency service required shall be mutually agreed between the Employer and the Union, with coverage provided by qualified employees, in lieu of duties required to qualify for defence fund benefits pursuant to the Union National Constitution.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE DISTRICT OF KENT
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 458 (KENT)

NO.3

DATED: January 1, 1996

AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION

In the event the Employer merges or amalgamates with any other body, the Employer undertakes to ensure that:

1. Employees shall be credited with all seniority rights with the new Employer.
2. All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer.
3. All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.
4. Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.
5. No employee shall suffer a loss of employment as a result of merger.
6. Preference in location of employment in the merged service shall be on the basis of seniority.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

cope:491

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE DISTRICT OF KENT

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 458 (KENT)**

NO.4

**DATED: January 1, 1996
Revised: December 16, 1998**

E.I. PREMIUM REDUCTION

To all employees of the District of Kent covered by our short-term disability plan.

If the District of Kent is granted an Employment Insurance Premium reduction, the employees' portion of this reduction will be used in the following manner. Offset the costs of benefits provided to employees.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

cope:491

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE DISTRICT OF KENT

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 458 (KENT)**

NO.5

DATED: February 6, 1996

OPERATION OF THE ABERDEEN INN WASHROOMS

The parties agree that the janitorial work and opening/closing of the Aberdeen Inn washrooms outside of regular staff hours of 8:00 a.m. to 4:30 p.m. Monday to Thursday, 8:00 a.m. to 2:00 p.m. Friday, may be carried out by a Contractor.

This arrangement will be subject to an annual review.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

cope:491

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE DISTRICT OF KENT

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 458 (KENT)**

NO.6

DATED: December 19, 2001

STUDENT EMPLOYMENT

The parties agree to the use of Student Employment on the basis of the following criteria:

- ◆ The Employer shall notify the Union of their intention to use Student Employment at least one (1) month prior to hiring a student.
- ◆ Student Employment may be considered in any area of the District of Kent providing the Collective Agreement, including these criteria, are maintained.
- ◆ Student Employees shall be limited to a four (4) calendar month Term of Employment in any given calendar year.
- ◆ Student employees shall be paid at a rate of \$14 per hour.
- ◆ Student employees shall receive 13% in lieu of benefits.
- ◆ The parties shall meet a minimum of once a year to review the usage of Student Employees and identify any difficulties that arise. Should any disagreements arise and not be resolved, either party may give notice of their intent to terminate this agreement at the next Collective Bargaining.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

cope:491

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE DISTRICT OF KENT
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 458 (KENT)

NO.7

DATED: January 3, 2002

AMENDED COMPUTER PREMIUM

The parties agree to implement an eighty-cent (80¢) per hour premium for specialized work done on the operations of the District of Kent computer network.

It was further agreed that the Senior Clerk Finance currently performing this duty would continue to receive the eighty-cent (80¢) premium as part of their wage rate until one of the following two scenarios occurs:

1. The incumbent Senior Clerk Finance requests to no longer perform these duties, or
2. The incumbent Senior Clerk Finance leaves the employ of the District of Kent.

Upon either of these two scenarios occurring, the District of Kent may assign these duties in accordance with the Collective Agreement and pay the eighty-cent (80¢) premium to whomever is assigned the work.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

cope:491

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE DISTRICT OF KENT

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 458 (KENT)**

NO.8

DATED: July 7, 1997

REDUCED EMPLOYMENT INSURANCE PREMIUMS

For the purpose of ensuring the qualifications for reduced Employment Insurance Premiums, an employee having less than one hundred and twenty-five (125) days of accumulated sick leave, who would, as a result of use of sick leave not acceptable to the Employment Insurance Commission, accumulate less than twenty (20) days in any year, shall have added to his accumulated sick leave sufficient days to show an accumulation of twenty (20) days. These days added shall only be available for use as personal sick leave and shall not be used for any other purposes.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

cope:491

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE DISTRICT OF KENT
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 458 (KENT)

NO.9

DATED: December 19, 2001

VIOLENCE IN THE WORKPLACE

The District of Kent proposes that policies on this matter be drawn up by the Labour/Management Committee, with assistance from the Union's Representative who have special knowledge in this area.

It is further agreed that this letter shall expire upon completion and implementation of said policies.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

cope:491

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE DISTRICT OF KENT
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 458 (KENT)

NO.10

DATED: January 1, 2002

YOUNG OFFENDER

The Harrison-Kent Youth Diversion and Community Accountability Association wish to place a Young Offender with the District of Kent for twenty (20) hours Community Service Work as an alternative to the Youth being processed through the court system. Both parties agree to this in principle providing the following conditions are met:

1. The District will forward the information provided by the Association to front line Supervisors and it is understood that no employee will be required to supervise a Youth Offender against his will.
2. The Young Offender will be required to comply with District Safety Policy. This includes wearing appropriate clothing including safety footwear.
3. The Young Offender will only be permitted to perform simple basic tasks under close supervision. The Young Offender will not be permitted to operate any motorized District equipment.
4. It is the responsibility of the Young Offender to act respectfully towards the public and all employees and that failure to do so will result in dismissal from the program with the District.
5. The employee supervising the Young Offender will decide whether or not to take scheduled breaks at the Public Works Yard.
6. The employee will not be held responsible for any irresponsible behaviour by the Young Offender.

...2

These conditions represent a draft only at this stage. A Young Offender will be permitted to perform a period of Community Service as a test case following which the program will be reviewed and a formal Memorandum of Understanding prepared for final approval.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

cope:491

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE DISTRICT OF KENT

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 458 (KENT)**

NO.11

DATED: August 24, 2005

It is understood that this Letter of Understanding is intended only for those workers providing a service to the District of Kent, described as "*Recreation Instructors formerly contracted to the District of Kent*".

This Letter of Understanding is entered into "Without Prejudice". It is understood that this Letter of Understanding shall in no way alter the interpretation, application, operation or intent of any other provision of the collective agreement. Further to this it is understood that this Letter of Understanding shall not be used in any fashion to determine exclusion of workers of the bargaining unit nor shall it be used as a bar to the Union in having the "*Recreation Instructors formerly contracted to the District of Kent*" included in the bargaining unit in the future.

The parties agree that during the life of this Collective Agreement only:

- The *Recreation Instructors formerly contracted to the District of Kent* will not be members of the bargaining unit.
- *Recreation Instructors formerly contracted to the District of Kent* will not be required to pay Union dues
- The Collective Agreement will not apply to *Recreation Instructors formerly contracted to the District of Kent*
- The Employer and the Union shall monitor the use of *Recreation Instructors formerly contracted to the District of Kent*.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

cope:491

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