



Collective Agreement

City of Abbotsford

and

**Canadian Union of
Public Employees
Local 774**



**January 1, 2010 –
December 31, 2011**

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ARTICLE NO. 1 PREAMBLE - PURPOSE OF THE AGREEMENT

WHEREAS it is the desire of both Parties of this Agreement to maintain a harmonious relationship between the Employer and the Employees, to recognize the mutual value of joint discussion and negotiation in all matters pertaining to the promotion of the well-being, morale and security of those Employees included in the Bargaining Unit;

AND WHEREAS the Parties of the second part have formed a Union, hereinafter called the “Union”;

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

NOW THEREFORE, THIS AGREEMENT WITNESSETH that the Parties hereto, in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE NO. 2 MANAGEMENT RIGHTS

The management of the operation and staff, except as expressly limited by this Agreement, is reserved to and vested exclusively in the Employer.

ARTICLE NO. 3 UNION RECOGNITION

3.01 Recognition

The Employer recognizes the Canadian Union of Public Employees, Local 774, as the sole bargaining agency on behalf of its Employees for which the Union is certified under the Labour Relations Code of British Columbia.

3.02 Negotiating Committee

Where meetings are held with the Employer for the purpose of negotiating a revision or renewal of the Collective Agreement, up to six (6) official representatives of the Union shall have the privilege of attending such meetings without loss of remuneration.

3.03 Conflicting Agreements

The Employer agrees not to enter into any agreement or contract with the Union Employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.

3.04 Bulletin Boards

The Employer will provide a bulletin board for the posting of this Agreement and for such notices as the Union may, from time to time, wish to post; the said notices to be signed by the President or Shop Steward of the local Union.

3.05 Shop Stewards

- (a) The Union shall appoint or elect Shop Stewards and shall notify the Employer, in writing, of such appointment or election. The Parties recognize that Shop Stewards have an important role to play in maintaining positive and stable relations in the workplace. For this reason, the Employer shall notify the Union forty-eight (48) hours prior to the dismissal of a Shop Steward. Upon request, in writing, from the Union, the Employer shall immediately provide reasons in writing.
- (b) Shop Stewards will be allowed sufficient time off with pay in order to process or investigate grievances or attend disciplinary meetings, provided that they have first obtained the permission of their immediate supervisor. Such permission will not be unreasonably withheld.

3.06 Soliciting by Union Members

The Union and the Employer agree that the Employees shall not solicit individual members of Council in respect to rates of pay, working conditions, or any other matter covered by this Agreement, during the term of this Agreement; nor shall individual members of Council discuss such matters with Employees during the term of the Agreement.

ARTICLE NO. 4 HUMAN RIGHTS

4.01 Human Rights Code

The Parties agree to abide by the Human Rights Code of British Columbia.

4.02 Workplace Human Rights

All personnel have the right to work in an environment free from discrimination and harassment as defined in the Human Resources Policy #2.03 - Workplace Human Rights and applicable legislation.

Any complaint alleging harassment will be dealt in accordance with Human Resources Policy #2.03 - Workplace Human Rights with Union representation and/or through the Grievance Procedure. Grievances will commence at the appropriate step as mutually agreed by the Parties. It is understood that, where a harassment complaint has been filed with the Human Rights Commission and a grievance has been filed for the same issue, the Parties may agree to put the grievance on hold while the Human Rights complaint is adjudicated.

ARTICLE NO. 5 UNION MEMBERSHIP AND DUES CHECK OFF

5.01 Union Membership

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 Bylaws of the Union within one (1) month of employment with the Employer.

5.02 Dues Check-Off

The Employer shall provide each new Employee with all necessary personnel forms, including Union application form and card, authorizing the Employer to deduct from the Employee's earnings Union initiation fees, dues, and other charges as levied in accordance with the Union Constitution and Bylaws. The Employer shall forward signed application forms to the Union, and shall remit all deductions to the Union not later than the fifteenth (15th) day of the month following.

ARTICLE NO. 6 DEFINITION - EMPLOYEES AND TERMS

6.01 Plural or Feminine Terms May Apply

Whenever 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.

6.02 Employee Definitions

- (a) **"Employee"** shall mean a person who is an "Employee" as defined in the Labour Relations Code of British Columbia.
- (b) **"Regular Employee"** shall mean an Employee who has successfully completed the probationary period. Regular Employees shall be entitled to all benefits provided by the Collective Agreement from the date of hire, subject to current waiting periods, or such periods as agreed to in the future except as may be specifically excluded or limited under the Collective Agreement.
 - (i) **"Full-Time Employee"** shall mean an Employee who regularly works full-time hours as set out in this Agreement.
 - (ii) **"Part-Time Employee"** shall mean an Employee who regularly works less than eighty-five percent (85%) of the regular full-time hours for that classification per week. Part-Time Employees shall be entitled to the benefits of this Agreement on a pro rata basis. Part-Time Employees whose hours of work in each of the previous twelve (12) months were consistently more than fifty percent (50%) of the normal full-time hours for that classification, and are expected to continue to exceed fifty percent (50%) in the foreseeable future, shall have the option of the benefits contained in Articles Nos. 20, 21, 22, and 26, or the appropriate percentage (%) in

lieu. All other Part-Time Employees shall receive the appropriate percentage (%) in lieu of the benefits contained in Articles Nos. 20, 21, 22, and 26.

- (iii) **“Supplemental Employee”** shall mean an Employee as defined in Letter of Understanding No. 8. Supplemental Employees that meet the eligibility requirements defined in (ii) above may opt for benefits provided under that provision.
 - (iv) **“Auxiliary Employee”** shall mean an Employee who is employed on an intermittent or temporary basis for the purpose of relief, replacement or increased activities. Auxiliary Employees shall receive the appropriate percentage (%) in lieu of the benefits contained in Articles Nos. 20, 21, 22, and 26. Seniority shall be calculated according to Article No. 14.04(a). Work will be assigned to Auxiliary Employees on the approved, qualified Auxiliary list by seniority. Auxiliary Employees shall not be entitled to bump into any other positions. Auxiliary Employees that meet the eligibility requirements defined in (ii) above may opt for benefits provided under that provision.
- (c) **“Probationary Employee”** shall mean a new Employee who has been hired for a regular full-time, part-time, supplemental, or auxiliary position and will serve a probationary period as defined below. During this probationary period, competence and suitability of the Employee shall be determined at the sole discretion of the Employer. A Probationary Employee may be terminated at any time during the probationary period, without notice, if the Employer does not find the Employee competent and suitable for employment.

A Probationary Employee shall not be granted Regular Employee status and shall have no seniority rights until completion of the probationary period, nor shall have recourse to the grievance procedure in the event of discharge pursuant to the provisions of this Article.

No Employee shall be required to serve more than one (1) probationary period as defined herein, except where an Employee terminates employment with the Employer and is rehired at a later date.

- (i) The probationary period for a Full-Time Employee shall be the first ninety (90) days worked.
- (ii) The probationary period for Part-Time and Auxiliary Employees shall be the equivalent in hours of a Regular Full-Time Employee or nine (9) consecutive calendar months, whichever comes first.
- (iii) The probationary period may be extended by mutual consent of the Parties.

- (d) **“Special Project Employee”** shall be defined as a Non-Regular Employee hired to work on non-regular work projects funded by Provincial or Federal grants. Such Employees shall be paid rates negotiated by the Parties based on the specific job duties.
- (i) Notwithstanding the definition above, Employees hired for recognized education co-op programs or work experience, which the Parties agree are within the intent of this Article, shall be deemed to be Special Project Employees.
 - (ii) These Employees shall receive statutory benefits and are not entitled to the benefits set out in Articles Nos. 20, 21, 22, and 26, nor do these Employees accrue seniority.
 - (iii) In the event of lay-offs, these Employees shall be laid off prior to a lay-off of Regular Employees.
- (e) **“Seasonal Worker”** shall mean an Employee who is employed on a seasonal basis for the purpose of relief, replacement or increased activities. The rate of pay will be in accordance with the Letter of Understanding in this agreement. These Employees will be hired only for the period between March 1st and October 31st each year.

Seasonal Workers will only be scheduled to work once available staff on the applicable Auxiliary lists has been utilized. When a Seasonal Worker is required to perform duties beyond the scope of the classification, they will be paid the applicable rate of pay under this collective agreement for all time spent performing those duties.

ARTICLE NO. 7 DISPUTES

7.01 Picket Line

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 Government of Canada; however, in emergency circumstances, essential services will be maintained.

7.02 Disputed Goods

Employees shall not be required to handle, use, receive or transport any product, materials, or equipment that has originated from behind a picket line as defined herein.

ARTICLE NO. 8 JOINT CONSULTATION COMMITTEE

- (a) A committee, consisting of up to four (4) representatives of the Union and an equal number of Employer representatives, shall be established to discuss matters of interest to both Parties.
- (b) This committee will meet when requested, in writing, by either Party, and all items for discussion will be included in the request for such meeting.
- (c) The purpose of the Consultation Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.
- (d) Union representatives attending Committee meetings shall not suffer any loss of remuneration.

ARTICLE NO. 9 GRIEVANCE PROCEDURE

9.01 Disputes

Whenever any dispute arises between the Employer and the Union, or between the Employer and one or more Employees, the Employees shall continue to work and the dispute shall be adjudicated in accordance with the following procedures:

9.02 Procedural Steps - Grievance

(a) Grievance Steps

Step No. 1

Any grievance of an Employee shall first be taken up between the Employee and the immediate management supervisor where possible. Time limit to institute grievance:

- (i) termination or lay-off - seven (7) working days;
- (ii) job postings directly to Step No. 3, seven (7) working days from the date all candidates are notified of the successful candidates appointment to the position;
- (iii) all others – fifteen (15) working days.

Employees are entitled to representation by a Shop Steward or a Union representative.

Step No. 2

Failing settlement under Step No. 1, the grievance shall be submitted, in writing, to the Employee's departmental manager no later than twenty (20) working days following the occurrence giving rise to the grievance. The departmental manager and another manager at his/her option shall meet with the aggrieved Employee and Union Representative and shall give his/her decision, in writing, within ten (10) working days.

Step No. 3

If the grievance is not settled in Step No. 2, it may be referred to the Human Resources Manager, in writing, within ten (10) working days of the departmental manager's reply at Step No.2. The Human Resources Manager may elect to resolve the grievance or establish a Grievance Committee, which shall meet with representatives of the Union to discuss the grievance. If the grievance cannot be settled with the Human Resources Manager, a Grievance Committee of the Employer shall meet with the Union representatives to discuss the grievance. Each side shall be limited to four (4) members on the Grievance Committee. If the Parties are unable to settle the grievance within twenty (20) working days of receipt of the notice referring to Step No. 3, then either Party may give written notice to proceed to arbitration. This notice shall be given within one (1) month following the final meeting in this step of the grievance procedure.

- (b) Time limits mentioned in the previous clauses may be extended by mutual consent of the Parties and confirmed in writing.
- (c) If either Party fails to act within the time limits outlined in the Grievance Procedure with respect to a grievance that does not arise out of a suspension, dismissal, reclassification or job posting, then where it was the Union or Employee who failed to act, the grievance shall be deemed abandoned, and where it was the Employer or Manager who failed to act, the grievance shall be allowed.

It is understood that the allowance or abandonment of a grievance under this provision shall be on a "Without Prejudice or Precedent" basis.

- (d) Employees and Union representatives attending grievance meetings shall do so without loss of remuneration.

ARTICLE NO. 10 EMPLOYER GRIEVANCE

If the Employer has a complaint with respect to the provisions of the Collective Agreement, the Employer will submit such complaints to the Union. The complaint will be submitted at Step No. 3 of the grievance procedure contained in this Agreement, within ten (10) working days of the occurrence giving rise to the complaint. If the complaint is not settled within twenty (20) working days of the occurrence giving rise to the complaint, the Employer may refer the complaint according to the grievance and arbitration procedures contained in this Agreement.

ARTICLE NO. 11 ARBITRATION PROCEDURE

A Board of Arbitration may be formed to hear the grievance. Either Party shall notify the other, in writing, of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other Party shall, within five (5) days, appoint its representative on the Arbitration Board and give notice, in writing, of such appointment to the other Party. Such representatives shall endeavour to select a third member who shall be Chairperson. Should the representatives fail to select a third member within five (5) working days from the appointment of the last representative, either Party may request the Minister of Labour of the Province of British Columbia to appoint a Chairperson. The expenses and compensation of the representatives selected by the Parties shall be borne by the respective Parties. The expenses and compensation of the Chairperson shall be shared equally between the Parties. The Parties may agree to proceed with a single Arbitrator rather than a Board of Arbitrators.

ARTICLE NO. 12 ALTERNATE ARBITRATION PROCEDURE

- (a) The Parties may, by mutual agreement, submit any grievance they deem appropriate to a mutually agreed third Party at any point during the grievance procedure for an expedited ruling on the grievance.
- (b) Unless mutually agreed otherwise, a ruling pursuant hereto shall be “Without Prejudice or Precedent”, and binding only to the degree necessary to resolve the instant grievance.
- (c) A ruling shall be rendered within five (5) working days or such other time frame as mutually agreed, from receipt of a joint submission of the Parties. Reasons for the ruling shall be provided to the Parties, in writing, within thirty (30) calendar days.
- (d) The Parties agree that before moving a grievance to arbitration, they shall discuss the possibility of alternate procedures as per Section 87 or 104 of the Labour Relations Code of British Columbia.

ARTICLE NO. 13 DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Disciplinary Action

All disciplinary action, other than an oral reprimand, shall be confirmed, in writing, which shall set forth the reasons for the disciplinary action. A copy of the written notice of discipline shall be forwarded to the Union within five (5) days of the action being taken. In a case of dismissal, the Union will be informed immediately.

13.02 Disciplinary Action by Employer

- (a) Disciplinary action generated by the Employer includes written censures, letters of reprimand, adverse reports, and letters of suspension. An Employee and the Union shall be given a copy of any such document placed on the Employee's file which might be the basis of disciplinary action. Should an Employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the Grievance Procedure, and the eventual resolution thereof shall become part of his/her personnel record. Any such document not related to a suspension may be removed upon request of an Employee at the expiration of twelve (12) months from the date it was issued, provided there has been no similar further infraction, provided the Employer is satisfied there is no longer a need to retain such document. The Employer agrees not to introduce as evidence at any hearing any document from the file of an Employee, the existence of which the Employee was not aware of at the time of filing.
- (b) The record of any Employee shall not be used against him/her at any time after twelve (12) months following a disciplinary action, including letters of reprimand or any adverse report, not including suspensions, provided there are no other reports during that period. This language does not apply to discipline imposed as a result of Human Resources Policy #2.3 - Workplace Human Rights in effect at the date of ratification or as otherwise agreed to between the parties.
- (c) Failure to grieve previous discipline, other than suspension, or to pursue such a grievance to arbitration, shall not be considered an admission that discipline was justified.

13.03 Access to Personnel Files

An Employee, or Union representative or his/her designate, with the written authority of the Employee, shall be entitled to review the Employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The Employee or the representative, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

13.04 Right to Have Union Representative Present

An Employee shall have the right to have his/her Union Representative present at any discussion with supervisory personnel which involves disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall make every effort to notify the Employee, in advance, of the purpose of the interview in order that the Employee may contact his/her Union Representative, 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.

13.05 Suspension or Discharge

- (a) The following are examples of incidents which may incur disciplinary action:
 - (i) being found, while at work, under the influence of alcohol or a drug not prescribed by

- a physician, and if the Employee has refused to obtain proper medical attention for the condition;
- (ii) theft or conversion of the Employer's property;
 - (iii) willful damage to the Employer's property;
 - (iv) continuous unsatisfactory work;
 - (v) insubordination.
- (b) Grievances regarding suspension in excess of five (5) working days, or discharge, may be directly submitted by either Party to the third step of the grievance procedure.

13.06 Reinstating after Discharge or Suspension Without Just Cause

In the event an Employee has been discharged or suspended for other than proper cause, a Board of Arbitration may direct the Employer to reinstate the Employee and pay to the Employee a sum equal to his or her wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of a Board of Arbitration is fair and reasonable or make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the Parties.

13.07 Auxiliary Availability

Auxiliaries are expected to be available for all regular business hours unless otherwise agreed to by the Employer.

Schedule A and B – Auxiliary Employees may refuse assignments on days or shifts which they have stated they are available three (3) times in any six (6) month period. On the fourth (4) refusal, the Auxiliary Employee may be removed from the Auxiliary list unless the Employee can demonstrate that the refusals were for valid reasons.

ARTICLE NO. 14 SENIORITY

14.01 Seniority Defined

- (a) Seniority is defined as the length of service within the scope of the Bargaining Unit as certified by the Labour Relations Board, including bargaining units for which the Employer is a successor.
- (b) Employees employed as seasonal workers shall accumulate seniority only for the purpose of recall for seasonal work.

14.02 Seniority List

The Employer shall prepare and post quarterly an updated Seniority List. The list shall be posted on all bulletin boards and remain posted until a replacement list is produced and posted.

14.03 Seniority Determining Factor

Seniority shall be a factor in determining preference for vacations, banked time off, promotions, demotions, transfers, shifts, lay-offs, and recall in accordance with the specific provisions related thereto.

14.04 Seniority For Employees Other Than Full-Time

- (a) Part-Time, Supplemental and Auxiliary Employee seniority shall be pro-rated based on hours worked, and where there is a transfer between part-time and full-time positions, seniority shall be determined on a pro-rated basis on the regular annual hours for the full-time position being transferred to or from.
- (b) Notwithstanding (a) above, where a Part-Time, Supplemental or Auxiliary Employee is on WorkSafe BC Benefits, Pregnancy Leave or Sick Leave, seniority will be pro-rated based on the following formula:

Total hours worked for a period of one (1) year prior to the start of the absence divided by the annual full-time equivalent hours multiplied by the length of the absence (in hours).

Example: An Employee worked a total of five hundred seventy (570) hours in the year prior to the absence which was six (6) months. The Employee works a seven (7) hour day.

Formula: 570 hours / 1820 regular full-time hours x 910 hours = 285 hours added to seniority.

14.05 Seniority Retention and Accumulation

Seniority shall be retained and accumulated on the following basis:

- (a) laid off Employees with less than one (1) year's service - six (6) months;
- (b) laid off Employees with one (1) or more years' service - twelve (12) months;
- (c) Employees with at least one (1) year service who are absent due to a bona fide illness or injury, confirmed by a qualified medical practitioner - twenty-four (24) months.
- (d) authorized Leave of Absence;
- (e) absence while serving in the Canadian Armed Forces during a national emergency and for a period of ninety (90) days after honourable discharge.

14.06 Seniority Lost

Seniority shall only be lost for the following reasons:

- (a) voluntary severance of employment;
- (b) lay-off for a continuous period in excess of that set out in Article No. 14.05;
- (c) failing to return to work following a lay-off within fourteen (14) days of being notified by double registered mail to do so; the Employee shall notify the Employer of his/her intentions within seven days of receipt of notice;
- (d) Part-Time Employees shall be deemed to have resigned if they do not make themselves available to work through an availability sheet, except for periods when an Employee is on an approved Leave of Absence.
- (e) if discharged for proper cause and not reinstated.

ARTICLE NO. 15 PROMOTION AND STAFF CHANGES

15.01 Promotions, Demotions and Transfers

In making promotions, demotions and transfers, the required knowledge, ability and skills for the position shall be the primary consideration and, where two (2) or more Employees are capable of fulfilling the duties of the position, seniority with the Employer shall be the determining factor.

15.02 Trial Period

- (a) In the event an Employee is promoted or transferred, he/she shall be considered to be serving a trial period of not more than one-hundred and thirty (130) days worked. If, during the trial period, either the Employer or the Employee determines the trial to be unsuccessful, the Employee shall be returned to his/her previous position.

The Employer shall have the option of shortening the trial period. In the event the Employer elects to shorten the trial period the employee must make their decision at the conclusion of the shortened period with respect to returning to their previous position.

- (b) The return to an Employee's previous position during the Employee's trial period pursuant to (a) above will result in all subsequent placements, which were occasioned by the initial placement, being returned to their previous positions. Note: an Employee is deemed to be in a position once he/she has accepted the position.
- (c) By mutual agreement between the parties the trial period in (a) may be extended.

15.03 Posting Procedure

- (a) It is agreed that, before filling any position within the scope of this Agreement, which is expected to last longer than five (5) months, notice thereof shall be posted in the City Hall and in such other places that will be accessible to all Employees who may be affected or interested therein for a period of five (5) working days before such position is filled. The posting shall contain the following information: nature of position, required qualifications, wage rate or salary range, and whether the position is subject to shift work. All Union applicants shall be interviewed before other applicants are considered for the position. The Employer agrees to forward a copy of all postings to the Union.
- (b) Positions which are not expected to exceed five months are not required to be posted.
- (c) Whenever possible, all positions awarded to internal applicants shall be awarded within fifteen (15) days of the closing date of the posting.

15.04 External Applicant

The Employer shall not appoint an external applicant unless the internal competition does not identify a qualified person.

15.05 Union Notification

The Union will be notified in writing, as soon as reasonably possible, of all appointments, promotions, transfers or demotions.

15.06 Employee Notification

The Employer shall notify, in writing, all Employees who bid on any posting, the status of their application no later than fifteen (15) working days after the closing date of the posting.

15.07 Temporary Transfer to Non- Bargaining Unit Positions

Where a transfer to an Exempt position is considered to be temporary the Employee will retain their position and all seniority rights and benefits as set out in the Collective Agreement.

ARTICLE NO. 16 LAY-OFF AND RECALL

16.01 Lay-off

- (a) The Employer agrees that there will be no lay-off of Regular Employees, not subject to seasonal lay-off, during the term of this Agreement. It is agreed that this Section shall apply only to Employees employed as of January 1, 1993.

- (b) Employees hired as Seasonal Workers shall not have recall or bumping rights.

16.02 Retention of Employees With Special Skills

The Employees with the least seniority shall be first laid off provided, however, that Employees with special skills may be retained to fill classified positions requiring special skills, regardless of seniority. Where requested by the Union, the Employer will notify the Union in writing of such retention and provide reasons why the retention is necessary and the duties the Employee(s) will be performing. Employees who have been laid off shall be recalled to work in the reverse order of their lay-off, e.g., the last Employee laid off shall be the first re-hired, provided that the Employee is capable of performing the work which may be available.

16.03 Long Term Lay-Off

In the event of lay-off due to a planned or predetermined reduction in service, the Employer shall notify Employees who are to be laid off twenty (20) working days prior to the effective day of lay-off. If the Employee has not had the opportunity to work the days, as provided in this section, he/she shall be paid for the days which work was not made available. This section shall apply to Regular Employees only, subject to the following conditions:

- (a) The Employees affected by such lay-off notice must exercise their seniority rights within five (5) working days of being so notified.
- (b) The Employer agrees to lay-off Non-Regular Employees before laying off Regular Employees capable of performing the work required.
- (c) Employees will be given seven (7) days following notice to recall to accept recall. Should the Employee fail to return to work within fourteen (14) days of notification, the Employer may offer recall to another laid off Employee.

16.04 Short Term Lay-Off

When a lay-off is due to normal seasonal shortage of work or due to adverse weather conditions:

- (a) The Union agrees to waive notice of lay-off.
- (b) Regular Employees who are laid-off will be restricted from bumping into higher rated positions. Laid-off Regular Part-Time Employees shall not be entitled to bump into Regular Full-Time positions.
- (c) Regular Part-Time Employees will not have recourse to the bumping procedures where there is a short-term lay-off within their classification that does not affect their seniority standing in relation to other Part-Time Employees in the same classification.

ARTICLE NO. 17 HOURS OF WORK

17.01 General Provisions

The subsections in 17.01 are subject to the specific provisions of this Article.

- (a) Employees shall report to work at their normal work location or as directed by the Employer.
- (b) Employees working for (4) hours or more shall be entitled to one fifteen (15) minute paid rest period during the shift. Employees working more than six (6) hours will be entitled to a second fifteen (15) minute paid rest period. Rest periods shall be taken as close to midpoint of the shift (or half shift) as possible, subject to the operational requirements of the Employer or as mutually agreed upon.

Part-time and Auxiliary employees working in excess of five (5) hours will be entitled to an unpaid half-hour (1/2) meal break. Schedule A Part-time and Auxiliary employees will be required to take a one (1) hour unpaid meal break when working a full shift.

- (c) Any Regular Full-Time Employee who reports to work on a regular scheduled work day shall not be paid less than the daily hours set out in the following schedules.

17.02 Schedule “A” Employees

- (a) The regular hours of work for Schedule “A” Employees shall be seven (7) consecutive hours per day, not including a one-(1) hour unpaid meal break, for five (5) consecutive days, Monday to Friday, inclusive, thirty-five (35) hours per week.
- (b) The standard work day for Schedule “A” Employees shall be from 8:00 a.m. to 5:00 p.m., subject to clause (a), or alternate work schedules as may be agreed between the Union and the Employer.

17.03 Schedule “B” Employees

- (a) The regular hours of work for Schedule “B” Employees shall be eight (8) consecutive hours per day, not including a one-half (1/2) hour unpaid meal break, for five (5) consecutive days, Monday to Friday, inclusive, forty (40) hours per week.
- (b) The standard workday for Schedule “B” Employees shall be between the hours of 7:00 a.m. and 5:00 p.m., subject to clause (a), or alternate work schedules, as may be agreed between the Union and the Employer.

17.04 Schedule “D” Employees

- (a) Airport may operate on a seven (7) day schedule. The normal daily hours of work will be between 6:00 a.m. and 11:00 p.m.

- (b) The regular hours of work for Schedule “D” employees shall be eight (8) consecutive hours per day, not including a one-half (1/2) hour unpaid meal break, for five (5) consecutive days, forty (40) hours per week.
- (c) The standard workday for Schedule “D” employees shall be between the hours of 7:00 a.m. and 5:00 p.m., subject to clause (a), or alternate work schedules, as may be agreed between the Union and the Employer.

17.05 Work Day Adjustment

The hours noted in 17.02(b) and 17.03(b) may be adjusted one-half (1/2) earlier and/or later by agreement between the Parties without penalty.

17.06 Schedule “C” Employees - Full-Time

- (a) The regular hours of work for Schedule “C” Full-Time Employees shall be eight (8) consecutive hours per day, not including a scheduled half (1/2) hour unpaid meal break, with forty-eight (48) hours of rest and no more than five (5) consecutive eight (8) hour days of work, except when a shift rotation occurs, by mutual agreement of the Parties. Notwithstanding the foregoing, when the preference of Employees and operational needs require, schedules may be varied by mutual agreement of the Parties to allow days of rest to be split during the week.
- (b) The Employer agrees to guarantee eighty (80) hours of work per pay period, and a minimum of eight (8) hours rest between shifts.
- (c) Employees who are required to eat on the job shall be paid for the meal break.
- (d) The Employer shall schedule the work day as required. The schedule shall be posted at least one (1) week in advance, and shall not be for less than two (2) pay periods. Except in times of emergency, forty-eight (48) hours’ notice shall be given before changing an Employee’s schedule.

17.07 Schedule “C” Employees - Part-Time

- (a) The Employer shall schedule the work day and work week as required.
- (b) The Employer shall schedule shifts for Employees consistent with the efficient operational needs of the Employer.
- (c) No scheduled shift shall have a split of more than two (2) hours, nor shall there be any more than one (1) scheduled split in a shift, unless mutually agreed to by the Employer and the Union.
- (d) Where there are less than four (4) hours of work available and the senior Employee elects to refuse the shift, the shift shall then be offered the next most senior Employee. An Employee shall not be required to work a shift of less than four (4) hours in duration. It is understood

that an Employee shall only be paid for time worked.

- (e) Employees who are required to eat on the job shall be paid for the meal break.
- (f) Employees who are scheduled for work when there is no work available due to inclement weather and/or emergency shall not be eligible for guaranteed hours for payment. In such an event, Employees shall be notified prior to the scheduled hours that no work is available because of the above. Should an Employee arrive at work without having been notified and there is no work, two (2) hours pay shall be paid.
- (g) Part-Time Employees may, for a period of up to sixteen (16) consecutive weeks, or such longer period as is mutually agreed between the Employer and the Union, work hours in excess of those set out in 6.02(b)(ii) without their status as Part-Time Employees being changed.

17.08 Schedule “A”, B and “D” Part-Time and Auxiliary Employees

- (a) Where such an Employee reports for a scheduled shift and no work is available, the 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.
- (b) Employees shall be notified sixteen (16) hours in advance of their start time that no work will be available, except in the event of inclement weather and/or an emergency. If advance notice is not given, a minimum of two (2) hours shall be paid to the Employee at the regular rate of pay.

17.09 J.A.M.E.S. Plant – Seven Day Operation

Notwithstanding other provisions of the Collective Agreement, it is understood that the JAMES Treatment Plant is a 7-day operation and the following provisions will apply:

- (a) A six (6) percent shift differential shall be paid on all time worked on Saturday or Sunday.
- (b) Shifts shall be distributed through a shift sign up in accordance with the following provisions:
 - i. Shift sign-up shall take place at least two (2) weeks in advance. Sign-ups shall be for not less than eight (8) pay periods and not more than nine (9) pay periods, e.g. 3 sign-ups per year of approximately four (4) months each;
 - ii. The first sign-up shall be done in order of seniority and the second and subsequent sign-ups shall be done on the basis that the order of sign-up revolves with each sign-up, e.g. – the most senior employee gets first choice on the first sign-up, the second senior employee gets first choice on the second sign-up and the third senior employee first choice on the third sign-up. Second choice and third choice shall also rotate in the same manner.

- (c) All hours worked in excess of the normal daily hours or normal weekly hours shall be paid for at the appropriate overtime rates.
- (d) Any disputes as to the proper application of any provision of the Collective Agreement in regard to the operation of this clause or its provisions shall be resolved through joint discussion of the parties and consultation with the employees affected.
- (e) 7-day work schedule JAMES Plant Operators:
 - Shift A Monday through Friday
 Days off Saturday and Sunday
 - Shift B Tuesday through Saturday
 Days off Sunday and Monday
 - Shift C Sunday through Thursday
 Days off Friday and Saturday

Note: Where shift changes due to new sign-up results in more than five (5) consecutive days of work, employees shall be entitled to use banked time during the week days portion of their shift to provide a break in the number of consecutive days to be worked.

With the approval of the employer, employees may also switch days or shifts by mutual agreement on the understanding that such switches do not result in additional cost to the employer.

ARTICLE NO. 18 OVERTIME PROVISIONS

18.01 Overtime Rates

The Employer shall pay overtime rates of wages to every Employee entitled thereto as follows:

- (a) All time worked over and above seven (7) hours per day for Schedule “A” Employees and eight (8) hours per day for Schedules “B”, “C”, and “D” Employees, on any shift shall be deemed overtime, until a break of eight (8) hours occurs.
- (b) All overtime must be either scheduled or authorized in advance by the Employer, except in the event of unforeseen circumstances where authorization will be or is made after the event.

18.02 Overtime Accumulation/Pay

Overtime shall be paid or accumulated in lieu of overtime pay, on the following basis:

- (a) Time and one-half for the first hour and double time thereafter for hours worked in excess of the regular hours of work as defined in Articles 17.02(a), 17.03, 17.05(a), and 17.07 (a).
- (b) Time and one-half for the first four (4) hours worked on the first rest day.

- (c) Double time for hours worked after the first four (4) hours on the first rest day and at any time on the second rest day.
- (d) Regular Full-Time Employees may choose to take overtime either in pay or time off. Such time off may be accumulated to a maximum of one hundred and sixty (160) hours for Schedule “B”, “C”, and “D” Employees; one hundred and forty (140) hours for Schedule “A” Employees, and time off shall be taken as mutually agreed. When the maximum accumulation has been reached, the Employee must take the time off before further time can be accumulated. Banked overtime accumulated must be taken between January 1st of the current year and April 30th of the following year.
- (e) In the event that an Employee works in more than one classification during the course of a year, the Employer and the Union agree that overtime taken in time off should be taken at the same rate as applied when banked. Banked overtime shall be credited in terms of hours and when taken in time off, shall be paid out at the same hourly rate as applied when banked.
- ~~(f) On no more than two (2) occasions in any calendar year, an Employee may elect to convert hours in their overtime bank into cash to a maximum of twenty five (25) hours on each occasion. Payment shall be made at the same time as the Employee receives their regular pay.~~
- (g) Provincial Emergency Program

Where the Provincial Government agrees to compensate the City under the Provincial Emergency Program (PEP), the Employer shall notify the Union immediately. While the City is being compensated under the PEP program Employees receiving overtime for work associated with the emergency shall not be permitted to bank their overtime.

Where the Employer can access the PEP programs the parties shall work together to ensure the application of this language in no way disadvantages the Employees.

18.03 Overtime Meal/Rest Break

Where an Employee is required to work in excess of two (2) hours of overtime in conjunction with his/her regular shift he/she shall, at the end of two (2) hours overtime worked, be entitled to paid time off not to exceed one-half (1/2) hour for the purpose of eating, thereafter he/she shall be entitled to a fifteen (15) minute paid rest period for each continuing two (2) hours of work.

18.04 Call Back

Where a Regular Employee who is called into work on his/her regularly scheduled day off or has left his/her normal place of employment after completing the hours of work under Article No. 18.01(a), and is called back to the workplace by the Employer, the Employer agrees to pay the Employee for a minimum of four (4) hours work at overtime rates.

18.05 Calls At Home

Where the Employee is called at home for a work-related matter, the Employee shall receive minimum compensation of one-half (1/2) hour at overtime rate, provided the call is authorized by management.

18.06 Overtime Procedures

Overtime, other than continuation of shifts, shall be allocated in accordance with procedures developed by the affected Employees in each department, and mutually agreed to by the Parties.

18.07 Standby

- (a) Standby time, when required by the Employer, shall be at straight time, at two (2) hours per day, at the Employee's regular rate of pay. The Employee shall have the option to take standby hours in time off.
- (b) Standby time on Statutory Holidays and weekends, when required by the Employer, shall be at straight time at four (4) hours per day at the Employee's regular rate of pay. The Employee shall have the option to take standby hours in time off.
- (c) An Employee on standby is authorized to use a municipal vehicle, if available, to travel from the vehicle storage area to residence and call-out location and return as required.
- (d) Standby assignments shall be by rotation among qualified Employees familiar with all aspects of Public Works operations.
- (e) Standby procedures are to be in accordance with the Employer's policy as presented to the Union and the Employees concerned.

ARTICLE NO. 19 SHIFT WORK

19.01 Special Shift - Schedule "A" and "B" Employees

- (a) A special shift shall be defined as the regularly scheduled number of hours falling outside the hours between 8:00 a.m. and 5:00 p.m. for Schedule "A" Employees and between 7:00 a.m. and 5:00 p.m. for Schedule "B" Employees. In the case of Schedule "A" Employees, the special shift must be continued for a minimum of two (2) consecutive days. If an Employee does not work five (5) consecutive days, and because of the difficulties of changing back to a regular shift, he/she does not work the regular hours under Schedules "A" and "B", the Employer agrees to guarantee the regular hours of work. Any Employee required to work a special shift shall be paid a shift differential of six percent (6%) for each hour worked outside the regular shift. Except in emergencies, forty-eight (48) hours' notice shall be given before change of a regular shift.

- (b) The above-noted provisions shall not apply to snow and ice removal. For emergencies and snow and ice removal, the Employer may schedule shifts for periods of less than two (2) days without giving forty-eight (48) hours' notice; a shift differential of eight percent (8%) an hour will apply for hours worked outside the regular shift.
- (c) The hours noted herein may be adjusted one-half (1/2) hour earlier and/or later by agreement between the Parties without penalty.

19.02 Special Shift - Schedule "C" Employees

- (a) There shall be no special shifts pursuant to Article No. 19.01 for Schedule "C" Employees.
- (b) A shift differential of six percent (6%) per hour shall be paid to Employees for hours worked between 10:00 p.m. and 8:00 a.m.

19.03 Special Shift - Schedule "D" Employees

- (a) There shall be no special shifts pursuant to Article No. 19.01 for Schedule "D" Employees.
- (b) A shift differential of 3% of the wage shall apply from 5 p.m. to midnight and 6% from midnight to 7:00 a.m.

19.04 Maintenance Shop

Shift differential does not apply to any mechanic position. For any shift commencing after 4:00 p.m. in a day, the Employee shall work seven (7) hours and be paid for eight (8) hours.

19.05 Split Shifts

Other than as provided for in Article No. 17, there shall be no split shifts except by mutual agreement between the Employer and the Union.

19.06 Shift Assignment

- (a) For classifications that currently are not subject to shift work, seniority shall be the primary factor, subject only to qualifications and ability to perform the work.
- (b) For classifications that currently are subject to shift work, current practice shall continue unless amended by mutual agreement between the Union and the Employer.
- (c) For classifications that may be changed to provide for shift work, the Parties agree to meet and establish assignment procedures as required.

ARTICLE NO. 20 STATUTORY/PAID HOLIDAYS

20.01 Holidays and Holiday Pay

- (a) All Regular Full-Time Employees shall have the following Statutory/Paid Holidays off with pay at the Employee's regular rate of pay. For the purpose of this Section, regular rate of pay shall be the rate of pay paid on the regular work day immediately preceding the Statutory/Paid Holiday.

New Years' Day	Labour Day	Canada Day
Good Friday	Thanksgiving Day	B.C. Day
Easter Monday	Remembrance Day	Boxing Day
Victoria Day	Christmas Day	

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

- (b) Schedule "A" and "B" Regular Full-Time Employees shall be paid or be allowed to bank double time for hours worked on a Statutory/Paid Holiday, in addition to any Statutory/Paid Holiday entitlement as defined in (a) above of this Article, except as otherwise provided in this Agreement or by mutual consent of the Parties.
- (c) Schedule "C" and "D" Regular Full-Time Employees who are scheduled to work on a Statutory/Paid Holiday, shall be paid or be allowed to bank one and one-half (1 and 1/2) times the regular rate of pay for hours worked on a Statutory/Paid Holiday, in addition to any Statutory/Paid Holiday entitlement as defined in (a) above of this Article, except as otherwise provided in this Agreement or by mutual consent of the Parties.
- (d) All Part-Time, Supplemental and Auxiliary Employees, except those receiving benefits pursuant to Article No. 6.02(b) (ii), will receive four point four percent (4.4%) in lieu of Statutory/Paid Holiday pay as defined in Article No. 20.01(a) above, and included in the total appropriate percentage as set out in Article No. 6.02(b) (ii).
- (e) All Part-Time, Supplemental and Auxiliary Employees who are scheduled to work on a Statutory/Paid Holiday, shall be paid one and one-half (1 and 1/2) times the regular rate of pay for hours worked on the Statutory/Paid Holiday, in addition to the entitlement as defined in (d) above.
- (f) Employees absent by reason of Leave of Absence, lay-off, WorkSafe BC, Employment Insurance Sick Leave, Long Term Disability, discharge, suspension, or resignation from employment effective on a Statutory/Paid Holiday, shall not be entitled to Statutory/Paid Holiday pay.

20.02 Illness

It is agreed that Regular Full-Time, Part-Time, Supplemental and Auxiliary Employees receiving benefits pursuant to Article No. 6.02(b)(ii) who are absent due to illness and on Sick Leave with pay shall also be entitled to the Statutory/Paid Holiday with pay.

20.03 New Employees

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 prior to the Statutory/Paid Holiday.

20.04 Holiday Observance

When any of the above-noted holidays fall on an Employee's regular scheduled days off and are not proclaimed as being observed on some other day, the following one (1) or two (2) days and/or any other day as mutually agreed between the Parties, shall be deemed to be holidays for the purpose of this Agreement.

20.05 Holiday Proclaimed

If a Statutory/Paid Holiday, or any other day proclaimed by the Federal, Provincial or Municipal government, falls on or is observed during an Employee's vacation period, he/she shall be granted an additional day's vacation for each such holiday in addition to his/her regular vacation entitlement, at a time as mutually agreed.

20.06 Holiday Closure

The City may designate up to three (3) days annually during the Holiday Season, December 20 to January 4th, as Holiday Closure. Employees shall have the option of using vacation time, banked overtime, banked time, or unpaid time off on the designated days. The Employer shall notify the union of the Holiday Closure dates by January 15 each year.

It is understood that certain staff may be required to work on these days to maintain minimum staffing levels.

ARTICLE NO. 21 ANNUAL VACATIONS

21.01 Calendar Year and Termination of Services

- (a) "Calendar Year", for the purpose of this Agreement, shall mean the twelve (12) month period from January 1st to December 31st, inclusive.
- (b) In all cases of termination of services for any reason other than retirement on Municipal

Pension Plan or on attaining maximum retirement age, as defined in the Pension (Municipal) Act, adjustment will be made for overpayment of vacation.

21.02 Vacation Entitlement

(a) Vacation with pay shall be granted on the following basis:

<u>Calendar Years of Service</u>	<u>Entitlement</u>	<u>Percentage</u>
(i) 1st calendar year	10 working days.....	4 %
(ii) 2nd calendar year	15 working days.....	6 %
(iii) 3rd calendar year.....	15 working days.....	6 %
(iv) 4th calendar year.....	16 working days.....	6.4
(v) 5th calendar year.....	17 working days.....	6.8 %
(vi) 6th calendar year.....	18 working days.....	7.2 %
(vii) 7th calendar year.....	19 working days.....	7.6 %
(viii) 8th calendar year.....	20 working days.....	8 %
(ix) 9th calendar year.....	21 working days.....	8.4 %
(x) 10th calendar year.....	22 working days.....	8.8 %
(xi) 11th calendar year.....	22 working days.....	8.8 %
(xii) 12th calendar year.....	23 working days.....	9.2 %
(xiii) 13th calendar year.....	23 working days	9.2 %
(xiv) 14th calendar year.....	24 working days.....	9.6 %
(xv) 15th calendar year.....	24 working days.....	9.6%
(xvi) 16th calendar year.....	25 working days.....	10 %
(xvii) 17th calendar year.....	26 working days.....	10.4 %
(xviii) 18th calendar year	27 working days.....	10.8 %
(xix) 19th calendar year.....	28 working days.....	11.2 %
(xx) 20th calendar year	29 working days.....	11.6 %
(xxi) 21st calendar year	30 working days.....	12 %
(xxii) 22nd & each subsequent calendar year.....	31 working days.....	12.4 %

(b) (i) Eligible Part-Time, Supplemental and Auxiliary Employees opting for benefits will be granted vacation with pay as per Article No. 21.02(a) based on completed years of service. To attain a year of service, Employees are required to put in the equivalent in hours of a Full-Time Employee.

(ii) Part-time, Supplemental and Auxiliary Employees not eligible for benefits shall receive the appropriate percentage and unpaid vacation as per Article No. 21.02 (a) in lieu of paid vacation based on completed years of service. To attain a year of service, Employees are required to put in the equivalent in hours of a Full-time Employee.

21.03 Vacation Schedule

- (a) Employees shall be granted their vacation dates in order of their seniority, consistent with the efficient operation of the Employer. However, only one (1) two-(2) week period shall be selected by seniority until all eligible Employees in each department have selected one period. The seniority provision of this section cannot be used for vacation which is not booked in the annual vacation plan of the department by March 31st.
- (b) The remainder of the vacation to which such Employee is entitled shall be granted at a mutually agreed time consistent with the efficient operation of the Employer. Every effort shall be made to use up vacation in the year earned. All vacation not taken in the year earned shall be taken in the first five (5) months of the new year at a mutually-agreed time.
- (c) Employees who have commenced their annual leave shall not be called back to work, except in cases of emergency.
- (d) Employees who are entitled to four (4) weeks or more of vacation shall be given special consideration for an extended vacation block where there are compelling reasons, as determined by mutual agreement of the Employer and the Union.
- (e) Where an Employee is leaving the service of the Employer, he/she shall be paid in accordance with Articles Nos. 21.01(a) or (b), or 21.02(a)(i) to (a)(xxii), whichever is applicable, for all earned and outstanding vacation up to and including the last day worked.

21.04 Interrupted Vacation Leave

When, in respect of any period of authorized vacation leave with pay an Employee, upon application:

- (a) is granted Bereavement Leave;
- (b) is hospitalized, ill for three days or more, or when the Employee can demonstrate the enjoyment of their vacation was substantially compromised; or
- (c) is recalled to duty;

the period of vacation leave so displaced shall be added to the vacation leave if requested by the Employee and approved by the Employer or reinstated for use at a later date, as mutually agreed.

21.05 Voluntary Time Banking

The intent of this program is to give staff the opportunity, where it is mutually agreeable with the Employer, to work additional hours at straight time rates. The Employee shall bank the time and use it at a time mutually agreed to with their manager as follows:

- (a) This program will be available to full-time staff on Schedule A.

- (b) Where it is mutually agreed to between the Employee and their manager, the Employee may be permitted to work additional hours and bank the time at straight time rate.
- (c) An individual Employee may bank a maximum of six (6) days in a year.
- (d) The Employee shall be entitled to use the banked time at a time mutually agreed to between the parties.
- (e) Hours banked under this program may not be cashed-out.
- (f) All banked hours must be used by January 30th of the following year.

ARTICLE NO. 22 SICK LEAVE PROVISIONS

22.01 Definition

“**Sick Leave**” means the period of time an Employee is permitted to be absent from work by virtue of being sick or disabled, quarantined, for doctor or dentist personal appointments or because of accident for which compensation is not payable under the WorkSafe BC Act.

22.02 Sick Leave Entitlement

- (a) Regular Full-Time Employees shall earn one and one-half (1 1/2) days per month, upon successful completion of the probationary period, to be paid during Sick Leave, cumulative to a maximum of one hundred and twenty (120) days. To be eligible for Sick Leave accumulation, Employees must work a minimum of ten (10) days per month.
- (b) Part-Time, Supplemental and Auxiliary Employees eligible for Sick Leave accumulation, upon successful completion of the probationary period, shall earn Sick Leave on a pro rata basis calculated at the end of each month.

22.03 Medical Certificates

Medical certificates, on a form approved by the Parties, may be required as proof of illness or to qualify for sick pay. If the Employer requires production of a medical certificate, the costs of such certificate shall be paid by the Employer.

22.04 Family Illness

Where no one at home, other than the Employee, can provide for the needs of a sick member of his/her immediate family the Employee shall be entitled, after notifying his/her supervisor, to use a maximum of three (3) Sick Leave days per year to care for the member of the family who is ill. Immediate family is defined as spouse, child or parent.

22.05 Absence Reporting

In order to receive Sick Leave, Employees must inform their immediate supervisor of illness as reasonably far in advance of the shift starting time as is possible, but not less than four (4) hours prior to the start of the shift for any shift starting at or after 10:00 a.m. where it is reasonable to give four (4) hours' notice. Employees shall keep their immediate supervisor informed of their progress and/or expected length of their absence.

22.06 Long Term Disability

Where an Employee has sufficient accumulated Sick Leave, he/she shall receive paid Sick Leave from the first day of sickness until such time as the Employee shall be entitled to benefits under the Long Term Disability provisions.

22.07 Sick Leave Reimbursement

Where any Employee receives reimbursement for lost salary from any third party for any absence, the Employee shall reimburse the Employer for all Sick Leave paid during such absence and the Employee shall be re-credited any Sick Leave credits used.

22.08 Vacancies Due to Illness

- (a) Vacancies due to illness shall be reviewed between the Parties to determine whether to post the position on a permanent basis.
- (b) In the event the incumbent returns to his/her original position, all subsequent placements shall be returned to their previous position.

ARTICLE NO. 23 LEAVES OF ABSENCE

23.01 Bereavement Leave

Upon request, an Employee shall be granted Bereavement Leave at his/her regular straight time hourly rate in the event of the death of the Employee's parent or guardian, spouse, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law, son-in-law, brother-in-law or sister-in-law. Duration of leave shall be in accordance with Articles Nos. 23.02 and 23.03.

23.02 Death of Immediate Family Member

In the event of the death of the Employee's spouse, common-law spouse, child, brother, sister, parent or guardian, the Employee shall be entitled to a maximum of five (5) days Bereavement Leave.

23.03 Death of Relative

In the event of the death of a grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the Employee shall be entitled to a maximum of three (3) days Bereavement Leave.

23.04 Payment for Balance of Shift

In addition, if the Employee is notified of the death while he/she is working, he/she will be excused from and paid for the balance of that working shift, and this time shall not be charged against the Bereavement Leave as set forth in 23.02 and 23.03 of this Article.

23.05 Pallbearer Leave

Upon giving twenty-four (24) hours' notice, an Employee shall be granted one-half (1/2) day with pay for the purpose of attending a funeral as a pallbearer.

23.06 Imminent Death

The Employer shall, upon the request of the Employee, grant compassionate leave to Employees where death appears imminent of family members covered by this Section. Such leave, together with compassionate leave granted under Section 23.02 and 23.03, shall not exceed the days specified in Section 23.02 and 23.03. A doctor's certificate may be required for the granting of such leave.

Use of this clause "imminent" shall be used only once per family member.

23.07 Jury Duty and Court Attendance

- (a) Any Regular Full-Time or Regular Part-Time Employee who is called to serve as a Juror or subpoenaed as a Witness in any Court, shall be granted Leave of Absence without loss of any privileges. Normal pay will continue to be issued. Payment for Part-Time Employees will be pro-rated in accordance with hours worked. At the conclusion of this duty, Employees shall obtain a certificate from the Court showing the period of his/her service and the amount of the compensation received, and shall deposit this certificate, together with the full amount of the compensation, but not including traveling expenses, with the Employer. Where more than four (4) hours remains in the Employee's regular shift the Employee shall return to work the balance of his shift.
- (b) Any Employee subpoenaed as a Witness and/or required to attend meetings with legal Counsel as a consequence of his/her employment, shall be paid his/her regular hourly rate and, where applicable, overtime for all such time.
- (c) This section will have no application for an Employee on Leave of Absence, or when receiving benefits under the Health and Welfare program, WorkSafe BC, or as otherwise covered in this Agreement.

- (d) Leave of Absence without pay shall be granted where an Employee is required to attend court on his/her behalf.

23.08 Leave of Absence

- (a) When the requirements of the Employer's services will permit, Regular Full-Time and Regular Part-Time Employees may be granted Leave of Absence without pay up to a maximum of ninety (90) working days for extended vacation, educational purposes, or compassionate reasons.
 - (i) Vacation and Sick Leave entitlements will be adjusted for each day of absence in excess of fifteen (15) working days in a calendar month.
 - (ii) For absences over one (1) calendar month in duration, applicable benefits will be maintained at the option of the Employee, provided the Employee arranges, before commencing the leave, to pay both the Employee's and Employer's share of the premiums for Medical, Extended Health and Dental. If pertinent, arrangements for payment of additional authorized deductions, for example Computer Purchase Plan, must also be made.
 - (iii) Unless the Employee opts for coverage under (ii) above, benefit coverage ceases at the end of the month in which the leave commences.
- (b) All applications for Leave of Absence shall be submitted, in writing, and be approved by the Employer, through the Human Resources Division.
- (c) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow Leave of Absence for a maximum of two (2) months so that the Employee may be a candidate in Federal, Provincial or Municipal elections. This leave shall be unpaid and benefits, where allowable, may be continued, provided the Employee pays both the Employee's and Employer's share of the premiums.

An Employee who is elected to public office shall be allowed Leave of Absence without loss of seniority during his/her term of office.

23.09 Time Off for Union Business

- (a) Upon application to, and upon receiving the permission of the Director of the department in each specific case, time off shall be granted to the official representatives of the Employees' Union when it becomes necessary to transact business in connection with matters affecting the members of the Union, providing it does not interfere with the operation of the Employer.
- (b) It is agreed that up to a maximum of two (2) Union Representatives per Schedule, but not more than six (6) in total, shall be granted Leave of Absence without pay to attend Union Conventions, etc., the names of those attending to be submitted to the Department Director one (1) month in advance. Where there is more than one (1) request from the same department for the same time, approval shall be subject to operational requirements.

23.10 Leaves of Absence

(a) Pregnancy Leave

Leave under this provision will be without pay and without loss of seniority. On return from Pregnancy Leave, the Employee shall provide the Employer with at least four (4) weeks notice. On return from Pregnancy Leave, the Employee will assume her former position, if it still exists or a position consistent with the seniority provisions of this Agreement.

- (i) Upon written request, four (4) weeks in advance, Pregnancy Leave to a maximum of seventeen (17) consecutive weeks shall be granted. 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.
- (ii) Upon written request, Pregnancy Leave requested after the birth of the child or after termination of the pregnancy, the Employee is entitled to up to six (6) consecutive weeks of leave without pay beginning on the date of birth or termination date.
- (iii) Extension of Leave

Where a doctor's certificate is provided stating that a longer period of Pregnancy Leave is required for health reasons, the Employer may extend the Pregnancy Leave up to a maximum of an additional six (6) weeks. A request for extension must be made in writing at least four (4) weeks before the proposed return date.

(b) Employment During Pregnancy

The Employer shall not deny a pregnant Employee the right to continue employment during the period of the pregnancy when her duties can reasonably be performed. The Employer may require proof of the Employee's capability to perform her normal work through the production of a medical certificate.

(c) Benefit Coverage

- (i) Medical, Dental and Extended Health, if applicable, may be maintained during the first six (6) months of the leave as described in (a)(i) above, provided the Employee makes arrangements prior to commencing the leave to pay her share of the premiums. If pertinent, arrangements for payment of additional deductions (e.g. Computer Purchase Plan) must also be made.
- (ii) Benefits, as described in (c)(i) above, may be maintained for a further six (6) months of unpaid leave, provided this leave is granted for health reasons according to (a)(ii) above.
- (iii) Following the period of Pregnancy Leave under (a) (i) above, a personal unpaid Leave of Absence to a maximum of six (6) months may be granted, provided no

additional leave is granted under (a)(ii). It is further understood that benefits, if applicable, may be continued provided the Employee pays both the Employee's and Employer's share of the premiums prior to commencing the leave. Vacation and Sick Leave entitlements will not accrue during the personal unpaid leave.

(d) **Parental Leave for Birth and Adoption**

Leave under this provision will be without pay and without loss of seniority. On return from Pregnancy Leave, the Employee shall provide the Employer with at least four (4) weeks notice. On return from Pregnancy Leave, the Employee will assume her former position, if it still exists or a position consistent with the seniority provisions of this Agreement.

- i) A birth mother who has taken pregnancy leave is entitled to thirty-five (35) consecutive weeks of unpaid parental leave. A birth mother must begin her parental leave immediately after her pregnancy leave ends unless she and the Employer agree otherwise.
- ii) A birth father or an adopting parent is entitled to a maximum of thirty-seven (37) consecutive weeks of unpaid parental leave. A birth father must begin the leave within one (1) year of the birth of the child and an adopting parent within a year after the child is placed with the parent.
- iii) Extension of Leave

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 five (5) weeks. A request for extension must be made in writing at least four (4) weeks before the proposed return date.

(e) **Paternity Leave**

Employees shall be entitled to one (1) day Paternity Leave, with full pay and benefits, commencing upon confinement of their spouse.

23.11 Revocation of Driver's Licence

- (a) If an Employee who is required to hold a valid driver's licence suffers a revocation of his/her driver's licence, he/she will be reassigned and paid at the appropriate rate for such, provided he/she is capable and work is available, and that such reassignment will not result in the bumping of a Regular Employee. If work is not available, he/she shall be granted a Leave of Absence, and it shall not be a violation of Article No. 23.08(d) above for him/her to accept employment elsewhere. Any second use of this provision will require mutual agreement of the Parties.
- (b) If a driver's licence is revoked for reasons other than a driving offence, the Parties will meet to determine appropriate action.

23.12 Leave of Absence for Compassionate Reasons

Any Employee requesting a Leave of Absence for compassionate reasons for up to thirty (30) days shall not be denied such request.

23.13 Elections

Employees entitled to vote in an election may take time off from work with pay according to the applicable legislation.

ARTICLE NO. 24 WAGES, ALLOWANCES AND PREMIUMS

24.01 Payment of Wages

Employees shall be paid in accordance with the provisions of this Collective Agreement, except as modified by agreement between the Union and the Employer.

24.02 Pay Period

Employees shall be paid bi-weekly in accordance with current Abbotsford payroll policies and shall receive their pay by direct deposit in accordance with the Employment Standards Act.

24.03 Separation of Employment

Upon discharge, the Employer shall pay, within two (2) working days of the discharge, all money due to the Employee. Upon quitting, the Employer shall pay all money due to the Employee on or before the payday following the quitting.

24.04 Higher Wage Classification - Schedule "B" Employees

When an Employee is assigned work in a higher wage classification for four (4) hours or less, the Employee shall be paid for four (4) hours at the higher rate; for more than four (4) hours, he/she shall be paid eight (8) hours at the higher rate.

24.05 Regular Wage Rates

The regular wage rates shall be those set out in Schedules A, B, C, and D annexed hereto and forming part of this Agreement.

24.06 Tool Allowance

No Employee, other than a mechanic, electrician or their apprentices, will be required to supply tools. The Employer will accept responsibility for insuring these tools and for replacement of these tools in case of fire or theft. The Employer shall bear the expense of sharpening tools and of

repairing and replacing tools damaged or broken in the service of the Employer with tools of the same or equivalent manufacture, quality and value.

A tool allowance premium of 25¢ per hour shall be paid to these Employees.

24.07 Raw Sewage Premium

A premium of six percent (6%) of an Employee's hourly rate of pay shall be paid to Employees for each hour or portion thereof spent working with raw sewage.

The Flusher Vacuum Truck Assistant shall receive the raw sewage premium for all time spent while working with the Flusher Vacuum Truck and Operator.

24.08 Pesticide Application

- (a) Where the Employer requires an Employee to hold a Pesticide Applicator's Certificate, the cost of obtaining and renewing the certificate shall be borne by the Employer; leave to take the necessary courses shall be with pay.
- (b) Employees required to apply pesticides shall receive a premium of six percent (6%) per hour or portion thereof during which they apply pesticide.

24.09 Dirty Work Premium for Mechanics

A premium of six percent (6%) of an Employee's hourly rate of pay shall be paid to Employees for each hour or portion thereof spent working on sanitation vehicle components contaminated with garbage.

24.10 Traffic Enforcement Officer Premium

The Employer agrees to pay the Traffic Enforcement Officer a premium of \$1.50 per hour while performing Bylaw Inspection work as approved by his/her supervisor.

24.11 Refrigeration Certificate

Regular Full-Time Parks and Recreation Employees with a valid, posted Refrigeration Certificate, as required by legislation, shall be paid an allowance of six percent (6%) per hour worked while the plant is in operation.

24.12 Guard/Instructor (Leadhand)

Guard/Instructor (Leadhand) will be paid 50¢ per hour in addition to the Employee's rate of pay for any period in excess of two (2) hours when the Pool Manager and Aquatic Leader are absent.

24.13 Absence While in Higher Rated Position

When an Employee has worked in a higher rated position for more than twenty (20) consecutive working days immediately prior to an illness, vacation or paid Leave of Absence, the Employee will continue to receive the higher rate of pay; however, the Employee reverts to his/her regular rate of pay at the time that he/she would have reverted to his/her regular position.

24.14 Membership Fees

The Employer shall pay fees for membership in associations where membership is required in the class specifications.

24.15 Training Allowance

An Employee who is designated by the Employer to provide special skills training to another Employee shall be paid an allowance of ten percent (10%) above his/her regular rate of pay for the hours involved in the training. The designated Employee must have bona fide qualifications to provide this training, and the training provided must result in certification of the trained Employee.

ARTICLE NO. 25 JOB CLASSIFICATION/RECLASSIFICATION

25.01 New Categories

Where new categories of employment for which rates of pay are not established by this Agreement are put into use, rates governing such categories of employment shall be subject to negotiations between the Parties. The rates established shall be retroactive to the date of implementation.

25.02 Classification Review/Reclassification

The Parties agree to jointly review the class specifications on file and make revisions as necessary. When the duties or volume of work in any classification are changed or increased to the degree that skill, knowledge, ability, physical effort, responsibility, working conditions, or qualifications would be materially effected on an ongoing basis, or where the Union and the Employee or the Employer feel that the position is unfairly or incorrectly classified, or when any position not covered by the Wage Schedules attached to this Agreement 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, either Party may refer the matter to arbitration within thirty (30) days of failure to reach agreement.

ARTICLE NO. 26 EMPLOYEE BENEFIT PLANS

The liability of the Employer under any benefit plan is limited to the premiums or portions of premiums related to the provision of the benefit plans, and the Employer is not the insurer if any

plan carrier denies coverage and/or benefits, or for some other reason coverage is not extended.

26.01 Health and Extended Health Plans

The Employer agrees to pay one hundred percent (100%) of the premium cost of the following plans:

- (a) Medical Services Plan of B.C.
- (b) Extended Health Plan – Coverage by this plan is subject to a deductible of \$25.00 with a co-insurance of eighty-percent (80%) of eligible expenses, unlimited lifetime overall plan maximum, including the eyeglass option of \$350.00 every two (2) years, and the hearing aid option of \$1,000.00 every five (5) years, eye exams every two (2) years to a maximum of \$50.00, per member and dependent, in accordance with the provisions of the master carrier.

~~Effective August 1, 2006 the eyeglass option will increase to \$350.00 every two (2) years, and the hearing aid option will increase to \$1,000.00 every five (5) years.~~

26.02 Dental Plan

The Employer agrees to pay seventy-five percent (75%) of the premium cost of a plan based on the following general principles:

- Plan A - Basic Dental Services - Pays for eighty percent (80%) of approved schedule of fees to a maximum of \$3,000 per year, per insured person.
- Plan B - Prosthetics, Crowns and Bridges - Pays for fifty percent (50%) of approved schedule of fees to a maximum of \$3,000 per year, per insured person.
- Plan C - Orthodontics - Pays for fifty percent (50%) of approved schedule of fees to a maximum of \$3,000 in a lifetime, per insured person.

~~Effective August 1, 2006 the above maximums for Plans, A, B and C will increase to \$3,000.00 per year.~~

26.03 Group Life Plan

The Employer agrees to pay one hundred percent (100%) of the premium of the existing Group Life Insurance Plan for Regular Full-Time Employees. The Plan provides a death benefit of two hundred percent (200%) of annual earnings rounded to the next higher integral multiple of \$1,000, if not already an integral multiple of \$1,000. The maximum amount of insurance is \$1,000,000.-

26.04 Long Term Disability Plan

The Employer agrees to collect premiums for the C.U.P.E. Long Term Disability Plan on behalf of the Union at no cost.

26.05 Participation Clause

Where an eligible Part-Time, Supplemental or Auxiliary Employee has elected to participate in benefits and such Employee decides to discontinue participation in said benefits, the Employee will not be eligible to participate again during the course of their employment unless they accept a full-time position.

26.06 Percentage (%) In Lieu of Benefits

Part-Time, Supplemental or Auxiliary Employees not receiving benefits pursuant to Article No. 6.02(b)(ii), will receive 3.6 percent (%) in lieu of Articles Nos. 22.02, 22.04, and 26.

26.07 Changes to Plans

The Employer may institute a plan which is equal or superior to a plan referred to in this Article other than Long Term Disability.

26.08 Continued Coverage

When an Employee is on an authorized unpaid Leave of Absence, or when a grievance is invoked on his/her discharge, the Employer shall continue to pay the Employee's Health and Welfare Plan premiums to provide uninterrupted coverage, provided that:

- (a) the Employee reimburses the Employer for such premium paid on the Employee's behalf and provides the Employer with post dated cheques to cover the duration of the absence.
- (b) the period of such coverage shall not exceed twelve (12) months unless the Parties mutually agree otherwise.

When an Employee returns to work, the Employer shall deduct from his/her earnings any monies the Employer has paid out in respect of his/her premiums under this Article.

26.09 Continued Coverage - Illness

It is understood in cases where employees with at least one (1) year service who are absent due to a bona fide illness or injury, confirmed by a medical practitioner, that the Employer's responsibility for benefit coverage will be limited to twelve months. This may be waived by mutual agreement.

ARTICLE NO. 27 HEALTH AND SAFETY AND WORKSAFE BC

27.01 Promoting Health and Safety

The Union and the Employer agree to promote a safe and healthy working environment in keeping with applicable legislation and regulations.

27.02 Policy and Procedures

The Employer and the Union will continue to support policies and procedures that ensure municipal vehicles and equipment are safely maintained and operated. These shall be reviewed, as required, by the Joint Health and Safety Committee.

27.03 Orientation and Training

The Employer will provide each new Employee with an orientation to policy and procedure. All Employees shall be provided with the appropriate health and safety training.

27.04 Right to Refuse Unsafe Work

An Employee will not be required to work at a job site which is unsafe. If an Employee is concerned about the safety of the job site or equipment assigned, he/she will immediately report the condition to his/her management supervisor who will ensure the work is performed without undue risk.

If the matter remains unresolved, it shall be referred to the Health and Safety Committee. If, in the opinion of the Committee, the job site or equipment is unsafe, the Employees shall not be disciplined for his/her refusal to work due to the unsafe condition.

27.05 Occupational Health and Safety

(a) **Day of Injury**

Employees shall receive full wages and benefits for the first day, when they are injured on the job.

(b) **Occupational Accident**

The Employer shall pay the Employer's share of all benefits while an Employee is off on a WorkSafe BC claim, provided the Employee pays the Employee's share. This arrangement shall not exceed twelve (12) consecutive months.

(c) **Disabled Employees**

Where bona fide sickness or disability results from an accident or injury sustained in the course of employment, the Employer and the Union agree to make a reasonable effort to reassign partially disabled Employees to duties which are suited to their abilities.

(d) **Union-Employer Health and Safety Committee**

The Health and Safety Committee shall be composed of six (6) representatives appointed by the Employer and six (6) representatives appointed by the Union.

(e) **Meeting of Committee**

The Health and Safety Committee shall continue to hold monthly meetings, and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Health and Safety Committee meetings shall be kept, and copies of such minutes shall be sent to the Employer, the Union and the WorkSafe BC Board. All committee members not scheduled to work on meeting days shall be paid or credited hours off on a regular work day or banked at straight time.

(f) **Safety and Health Reports, Records and Data**

Upon request of the Chairperson of the Health and Safety Committee, the Employer shall provide the members of the Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the work site in the previous month.

27.06 First Aid Certificate

Any Employee holding a valid Industrial First Aid Certificate, recognized under the WorkSafe BC Board Regulations, who is designated by the Employer to carry out the duties of a first aid attendant pursuant to the above regulations, shall receive, in addition to his/her regular rate, the following premium based on the class of certificate required: Level II- 55¢ per hour, CFV Water Supply Services – Level I plus Transportation Endorsement - 55¢ per hour.

27.07 Protective Clothing

The Employer shall issue protective clothing, including rain gear, smocks and coveralls, where required. It shall be the responsibility of the Employer to clean, launder and maintain all such clothing. All protective clothing remains the property of the Employer and must be turned in for replacement or when leaving the service of the Employer.

27.08 C.S.A. Safety Footwear

The Employer shall issue to Regular Full-Time Employees one (1) pair of C.S.A. approved safety footwear as required under the WorkSafe BC Board Regulations. Replacement will be issued upon return of worn-out footwear. Employees may choose to have safety footwear resoled rather than replaced.

27.09 Health Risk

In accordance with current practice, where there is a health risk to Employees from their working environment, health shots and regular medical examinations by a physician selected by the Employer will be required at the Employer's expense. Flu shots are excluded from this provision.

ARTICLE NO. 28 TECHNOLOGICAL AND OTHER CHANGES

28.01 Adjustment to Change

During the term of this Agreement, any disputes arising in relation to adjustment to technological or other change pursuant to Section 54 of the Labour Relations Code, shall be discussed between the bargaining representatives of the Parties to this Collective Agreement.

Where the Employer introduces or intends to introduce a technological or other change that:

- (a) affects the terms and conditions or security of employment of a significant number of Employees to whom this Collective Agreement applies; and
- (b) alters significantly the basis upon which the Collective Agreement was negotiated, then either Party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board by-passing all other steps in the grievance procedure.

28.02 Notice of Change

The Employer will give to the Union, in writing, at least ninety (90) days' notice of any intended technological or sixty (60) days' notice of any other change that:

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

28.03 Adjustment Plans

The Parties agree that, in the event of change as set out in Article No. 28.01, they will meet in good faith and endeavour to develop an adjustment plan consistent with the provisions of Section 54 of the Labour Relations Code of British Columbia.

28.04 Retraining

The Parties agree that Employees affected by technological change will be offered retraining in their own job or where the Parties jointly agree, a comparable job. Where retraining is not a viable option,

affected Employee(s) shall be entitled to exercise seniority rights pursuant to Articles Nos. 14 and 16.

ARTICLE NO. 29 JOB SECURITY

29.01 Use of City Equipment and Operators

Every motor vehicle and/or piece of mobile equipment used by the Employer, as identified by the classifications in Schedule "B", whether owned or leased, shall be operated by a member of the Union. Provided competent Employees are available, all suitable equipment must be in use before additional equipment can be leased or hired.

29.02 Condition of Employment

The Employer shall not require, as a condition of continued employment, that an Employee purchase truck, tractor, and/or tractor and trailer or other vehicular equipment.

29.03 Use of Municipal Equipment by Charity Groups

The Parties agree that, consistent with past practice, the Union will be consulted prior to the lending of equipment to charitable groups. It is further understood that, where the charitable group requires equipment operators, union members will be given first opportunity to volunteer to operate the equipment at the event at no expense to the Employer.

29.04 Rights Reserved

It is agreed that the Employer has the right to contract out works and services unless specifically prohibited by any of the provisions of the Collective Agreement. No Regular Full-Time Employees in the service of the Employer, pursuant to Article No. 16.01, shall be laid off or shall lose their employment as a direct result of contracting out.

ARTICLE NO. 30 UNION LABEL

30.01 Display of Union Label

It shall not be a violation of this Agreement for an Employee to wear or display the recognized insignia of the Union.

ARTICLE NO. 31 CONTINUATION OF ACQUIRED RIGHTS

31.01 Articles Held Invalid

If any Article or Section of this Agreement or any riders hereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider thereto shall not be affected thereby.

31.02 Negotiations for Replacement of Articles Held Invalid

In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining, upon the request of either Party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to arbitration.

ARTICLE NO. 32 SEVERANCE PROVISIONS

32.01 Retirement

- (a) Employees who are eligible shall be covered by the provisions of the Pension (Municipal) Act.
- ~~(b) All Employees who reach the maximum retirement age of sixty five (65) years shall retire at the end of the calendar month in which they reach age sixty five (65).~~

32.02 Retirement Gratuity

Providing the Employee provides two (2) months written working notice, Employees with a minimum service of five (5) years and retiring at age fifty-five (55) or over on municipal pension, shall receive two (2) months' salary. For every five (5) years of continuous service, an additional week's salary will be paid to the Employee.

In the case of an emergent situation or with the Employer's agreement, the requirement for two (2) working months notice may be reduced or waived.

32.03 Notice

Employees shall be entitled to notice upon termination on the following basis:

- (a) two (2) weeks' notice or pay in lieu of notice for under five (5) years' service;

- (b) one (1) months' salary or pay in lieu of notice for five (5) years or more of continuous service with the Employer.
- (c) two (2) months' salary or pay in lieu of notice for ten (10) years or more of continuous service with the Employer.

32.04 Exception

It is mutually agreed that the above provisions of this Article do not apply in cases of temporary lay-off or discharge for just cause.

32.05 Employee Notice

Where an Employee is voluntarily leaving the service of the Employer, the Employer shall be entitled to a minimum of two (2) weeks' notice.

ARTICLE NO. 33 GENERAL CONDITIONS

33.01 Employee Name and Address

It shall be the duty of each Employee to supply the Employer with current name, correct mailing address and telephone number. The Employee shall also be responsible for advising the Employer of any name, address or phone number change. The Employer shall provide the Union with a copy of this information.

33.02 Employee Appraisals

Employee appraisals are not disciplinary and Employees shall receive at least one (1) appraisal each year for the purpose of providing feedback and guidance. Employee appraisals shall not be used to adversely affect an Employee, and where appraisals are disputed, the Employee shall have the right to submit a rebuttal to be attached to the appraisal on file.

33.03 Training Assistance

The Employer believes that human resources management and development is critical to the success of the organization and, in this regard, will maintain current policies for this purpose.

33.04 Uniforms

When the Employer requires an Employee to wear a uniform, the Employer shall furnish the uniform and shall clean, launder, repair or provide similar services with respect to the upkeep of it, without charge to the Employee.

33.05 Guard/Instructors

- (a) Guard/Instructors who work a minimum of ten (10) hours or more per week in a scheduled block shall be provided with a second set of t-shirts and shorts.
- (b) Guard/Instructors shall wear only the issued t-shirt and shorts while on duty, and must turn in worn-out t-shirts and shorts: (1) to receive replacements; (2) upon leaving the employ of the Employer; or (3) when on a Leave of Absence of thirty (30) days or longer.
- (c) Guard/Instructors shall receive a wage premium of one-half percent (0.5%) for all hours instructing in the pool.

33.06 Use of Private Vehicle for Work Related Purpose

If an Employee is requested to and agrees to provide his/her own vehicle for work related purposes, the Employer shall reimburse the Employee for the cost of the “business insurance” which is over and above the normal insurance for the vehicle, excluding surcharges as a result of accidents or convictions. It is the Employee’s responsibility to provide proof that proper automobile liability insurance is carried out for the use of his/her vehicle while working, if requested.

33.07 Vehicle Allowance

Effective date of ratification of this Agreement, where an Employee uses his/her own private vehicle in accordance with the provisions of Article No. 33.06, he/she shall receive compensation in accordance with Human Resources Policy #8.5 – Travel Expenditures.

33.08 Licence Test and Certificate

In accordance with practices in effect in 1994, the Employer shall, upon request, provide appropriate equipment whenever it becomes necessary for an Employee to renew required licences or tickets. Time off for such purposes shall be paid at the Employee’s regular rate.

33.09 Employees on Approved Training Programs

While Employees are attending an approved training program, the Employer shall continue to pay the Employee his/her full wage and the Employee agrees to turn over to the Employer any monies received from the government, or other funding agency while in training.

33.10 Medical Examination

Any Government or Employer required physical or medical examination relating to job requirements shall be promptly complied with by all Employees, and the Employer shall pay for all such physical or medical examinations and for any time lost as a result thereof during his/her working hours.

33.11 Recertification

- (a) Employees shall not allow certifications which are required by class specifications to expire.
- (b) The Employer shall post aquatic certification expiry dates every three (3) months.
- (c) The Employer may, at its expense, require any Guard/Instructor to recertify class specifications such as National Lifeguard Service Award, C.P.R. Certification, Red Cross Water Instructor I and II, and RLSSC Instructor, provided there is a minimum of two (2) weeks' notification (if it is reasonable in the circumstances) to the Employee; and further, provided there is a period of twenty-four (24) consecutive hours off before the actual recertification test. The Employer shall pay eight (8) hours' wages at the Employee's regular rate for each such recertification. Furthermore, normal exam conditions shall be applicable.
- (d) Employees who have worked a minimum of one thousand and forty (1,040) hours in the preceding year as a Guard/Instructor, shall be reimbursed for the cost of all recertifications required by the class specification, but shall be expected to complete such recertification during non-working hours.

33.12 Preparation Time

Guard/Instructors shall receive one-half (1/2) hour of scheduled preparation time at their regular wage rate on the first day of each single lesson set which involves Pre-School, Red Cross or Royal Life Saving I, II, or III swim levels. Guard/Instructors teaching advanced Royal Life Saving or Red Cross Instructor courses shall receive preparation time at their regular wage rate equal to one-quarter (1/4) of the course duration.

- (a) Guard/Instructors shall receive 0.75 (3/4) hours of preparation time per class, at their regular wage rate, at the completion of each scheduled set of classes which involves Red Cross or Royal Life Saving I, II, or III swim levels.
- (b) Swim lesson participants shall be continuously evaluated throughout the set of classes with specific emphasis on the mid-term report and the final report card. A lesson plan shall also be prepared for each class.
- (c) Guard/Instructors teaching advanced Royal Life Saving or Red Cross Instructor courses shall receive preparation time at their regular wage rate equal to one-quarter (1/4) of the course duration.
- (d) For the purposes of this Article, the following definitions shall apply:

“**Lesson**” means one (1) teaching period (generally one-half (1/2) hour);

“**Class**” means a group of lessons (generally ten (10) lessons);

“**Set of Classes**” means a group of classes which are scheduled to run during a specified time frame and for a designated period (e.g. 3:30 - 5:30 p.m., Monday and Wednesday, for a five-(5) week period).

33.13 Employee and Family Assistance Program

The Union and the Employer agree to continue to provide an Employee and Family Assistance Program in accordance with the existing agreement which provides for joint funding.

33.14 Minimum Standards

The application of any provision of the Collective Agreement shall not result in an Employee being deprived of the minimum provisions of the Employment Standards Act, unless a joint application for variance is submitted by the Parties.

33.15 Pyramiding of Benefits

The Parties agree that the provisions of Articles Nos. 18, 20, 21, and 22 cannot be combined so that greater benefit is received than that intended by the Parties.

33.16 Progression to Job Rate

- (a) New Employees will be paid eighty-five percent (85%) of job rate for the first six (6) months or the equivalent hours to six (6) months worked.
- (b) Following the first six (6) months worked as stated in (a) above, the rate of pay will be job rate.

TERMS OF AGREEMENT

Section 1:

This Agreement shall be for the period from and including January 1, 2010 to and including December 31, 2011. Either Party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement (December 31, 2011) or immediately preceding the last day of December in any year thereafter may, by written notice, require the other Party to commence Collective Bargaining.

The operation of subsections 2 and 3 of Section 50 of the Labour Relations Code of British Columbia shall be specifically excluded from and shall not be applicable to this agreement.

Unless specifically stated, all changes become affective the date of ratification.

Section 2:

Should either Party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect, and neither Party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any Employee for whom collective bargaining is being conducted, or alter any other item or condition of employment) until:

- (a) the Union shall give notice to strike (or until the Union goes on strike); OR
- (b) the Employer shall give notice of lockout (or the Employer shall lock out its Employees); OR
- (c) the Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

Section 3 Wages:

Effective January 1, 2010 all job rates in effect on December 31, 2009 shall be increased by one and one half percent (1.5 %) rounded to the nearest whole cent.

Effective July 1, 2010 all job rates in effect on June 30, 2010 shall be increased by one and one half percent (1.5 %) rounded to the nearest whole cent.

Effective January 1, 2011 all job rates in effect on December 31, 2010 shall be increased by one and one half percent (1.5 %) rounded to the nearest whole cent.

Effective July 1, 2011 all job rates in effect on June 30, 2011 shall be increased by one and one half percent (1.5 %) rounded to the nearest whole cent.

Section 4 Recruitment Committee:

The parties agree to establish a committee to develop and provide guidelines for internal recruitment, and to ensure effective and fair recruitment practices in accordance with the Collective Agreement.

The parties agree that the committee will consist of 5 representatives from each the union and the employer. The meetings will be held during regular business hours and the employer agrees to pay the union representatives their regular wages during these meetings.

For the City of Abbotsford

For CUPE, Local 774

Name

Name

Title

Title

Name

Name

Title

Title

Name

Name

Title

Title

Dated this ____ day of _____ 2010

CLASSIFICATION AND PAY RATES – Schedule “A”											
		3.50%		1.50%		1.50%		1.50%		1.50%	
Pay Grade	Classification	1-Jan-09		1-Jan-10		1-Jul-10		1-Jan-11		1-Jul-11	
		Entry Rate	Job Rate	Entry Rate	Job Rate	Entry Rate	Job Rate	Entry Rate	Job Rate	Entry Rate	Job Rate
PGRD_20	Administration Service Clerk Clerk Messenger	16.25	19.12	16.50	19.41	16.75	19.70	17.00	20.00	17.26	20.30
PGRD_40	Administration Clerk Administration/Reception Clerk Administrative Services Clerk Administration Bylaw Clerk Airport Clerk Clerk III Corporate Receptionist Corporate Information Clerk Corporate Services Clerk Development Services Clerk I Engineering Operations Clerk Fire Clerk Parks Clerk Permit & License Assistant Records Management Clerk Finance Clerk Building Services Clerk	18.34	21.58	18.62	21.90	18.90	22.23	19.18	22.56	19.47	22.90

PGRD_50		19.10	22.47	19.39	22.81	19.68	23.15	19.98	23.50	20.27	23.85
PGRD_60	Administration Support Clerk — Building & Real Estate Administration Support Clerk — Legislation Administration Support Clerk - Operations Administration Support Clerk - Utilities Clerk IV Collections Clerk I Development Services Clerk II Engineering Clerk Field Coordinator File Coordinator Fire Services - Staffing Clerk PC Support & Configuration Assistant — Planning Clerk Recreation Booking Clerk Legislative Services Support Clerk Engineering Contracts Clerk Parks, Recreation & Culture Support Clerk	19.41	22.83	19.69	23.17	19.99	23.52	20.29	23.87	20.60	24.23
PGRD_100	Accounting Clerk I Assistant Instrument Technician Survey Assistant	19.80	23.29	20.09	23.64	20.39	23.99	20.70	24.35	21.01	24.72
PGRD_105	Storekeeper I	19.62	23.08	19.92	23.43	20.21	23.78	20.52	24.14	20.83	24.50
PGRD_120	Permit & License Assistant I	19.92	23.43	20.21	23.78	20.52	24.14	20.83	24.50	21.14	24.87
PGRD_130	Traffic Enforcement Officer	19.76	23.25	20.06	23.60	20.36	23.95	20.66	24.31	20.97	24.67

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PGRD_190	Administrative Support Clerk -Fire Rescue Service Buyer I Clerk V Engineering (Operations) Costing Time Clerk Facility Administrative Coordinator Cemetery & MCA Booking Clerk Permit & License Assistant I	20.54	24.17	20.85	24.53	21.17	24.90	21.48	25.27	21.80	25.65
PGRD_195	Facility Maintenance Tech II	20.37	23.96	20.67	24.32	20.98	24.68	21.29	25.05	21.62	25.43
PGRD_203	Clerk IV	20.40	24.00	20.71	24.36	21.02	24.73	21.34	25.10	21.66	25.48
PGRD_210	Collections Clerk II Accounts Payable Clerk	20.77	24.44	21.09	24.81	21.40	25.18	21.73	25.56	22.05	25.94
PGRD_240	Accounting Clerk	21.09	24.81	21.40	25.18	21.73	25.56	22.05	25.94	22.38	26.33
PGRD_280	Clerk V (Taxes) Permit & License Assistant II	22.08	25.98	22.41	26.37	22.75	26.77	23.09	27.17	23.44	27.58
PGRD_290		21.97	25.85	22.30	26.24	22.64	26.63	22.98	27.03	23.32	27.44
PGRD_310		22.36	26.30	22.69	26.69	23.03	27.09	23.38	27.50	23.72	27.91
PGRD_315	Software Support Assistant Network Support Technician Software Support Technician	22.18	26.09	22.51	26.48	22.85	26.88	23.19	27.28	23.54	27.69
PGRD_330	Storekeeper II	22.85	26.88	23.19	27.28	23.54	27.69	23.89	28.11	24.25	28.53
PGRD_345	Accounting Clerk	23.06	27.13	23.41	27.54	23.76	27.95	24.11	28.37	24.48	28.80
PGRD_360	Business License & Secondary Suite Inspector Buyer II Plans Examiner I - Permits Coordinator I	23.58	27.74	23.94	28.16	24.29	28.58	24.66	29.01	25.03	29.45

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PGRD_390	Drafting Technician Instrument Technician Survey Technician GIS Technician I Storekeeper III AMI Technologist I	24.33	28.62	24.69	29.05	25.07	29.49	25.44	29.93	25.82	30.38
PGRD_420	Buyer III	25.08	29.50	25.45	29.94	25.83	30.39	26.22	30.85	26.61	31.31
PGRD_420	Buyer III	26.94	31.69	27.34	32.17	27.75	32.65	28.17	33.14	28.59	33.64
PGRD_450	Bylaw Enforcement Officer I GIS Technician II Payroll Accountant Storekeeper/Buyer Technical Support Analyst Traffic Enforcement Officer I Business License Officer Senior Drafting Technician IT Support Technicians Legal Assistant	25.16	29.60	25.53	30.04	25.92	30.49	26.31	30.95	26.70	31.41
PGRD_590		25.24	29.69	25.62	30.14	26.00	30.59	26.39	31.05	26.79	31.52
PGRD_460		25.44	29.93	25.82	30.38	26.21	30.84	26.61	31.30	27.00	31.77
PGRD_470	Engineering Technologist I -DDI Senior GIS Technician Plans Examiner II Permits Coordinator II Bylaw Enforcement Officer I	25.62	30.14	26.00	30.59	26.39	31.05	26.79	31.52	27.19	31.99

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PGRD_471	Development Technologist I Engineering Technologist I Engineering Technologist I – (Utilities Storm Water) Utilities Environment Tech 1	27.46	32.31	27.87	32.79	28.29	33.28	28.71	33.78	29.15	34.29
PGRD_480	Works Inspector	26.08	30.68	26.47	31.14	26.87	31.61	27.27	32.08	27.68	32.56
PGRD_480	Works Inspector	29.33	34.50	29.77	35.02	30.22	35.55	30.67	36.08	31.13	36.62
PGRD_490	By-law Enforcement Officer II Commercial Vehicle Inspector Emergency Advisor	26.79	31.52	27.19	31.99	27.60	32.47	28.02	32.96	28.43	33.45
PGRD_500	Accountant GIS Analyst Parks Design Technician Planning Technician	27.11	31.89	27.51	32.37	27.93	32.86	28.35	33.35	28.77	33.85
PGRD_510		28.08	33.03	28.50	33.53	28.93	34.03	29.36	34.54	29.80	35.06
PGRD_600	Biologist Senior Business License Inspector	28.39	33.40	28.82	33.90	29.25	34.41	29.69	34.93	30.13	35.45
PGRD_520	Landscape Architect	29.12	34.26	29.55	34.77	30.00	35.29	30.45	35.82	30.91	36.36
PGRD_530	Application Analyst I	29.33	34.50								
PGRD_540	Permits Coordinator III	29.90	35.18	30.35	35.71	30.81	36.25	31.27	36.79	31.74	37.34
PGRD_550	Network Systems Analyst	30.09	35.40	30.54	35.93	31.00	36.47	31.47	37.02	31.94	37.58
PGRD_551	Building Inspector I Plumbing Inspector I	30.25	35.59	30.70	36.12	31.16	36.66	31.63	37.21	32.10	37.77

City of Abbotsford and C.U.P.E Local 774

PGRD_560	Assistant Planner Engineering Technologist II Development Technologist II Financial Systems Analyst Scada/Auto Technologist Water Conservation Coord.	30.41	35.78	30.87	36.32	31.33	36.86	31.80	37.41	32.27	37.97
PGRD_530	Applications Analyst	31.40	36.95	31.88	37.50	32.35	38.06	32.84	38.63	33.33	39.21
PGRD_70	Development Technologist III Network Services Specialist Senior Plan Examiner Senior Permits Coordinator	31.71	37.31	32.19	37.87	32.67	38.44	33.17	39.02	33.67	39.61
PGRD_71	Building Inspector II	32.07	37.73	32.56	38.30	33.04	38.87	33.53	39.45	34.03	40.04
PGRD_570	Environmental Coordinator/Biologist	33.02	38.85	33.52	39.43	34.02	40.02	34.53	40.62	35.05	41.23
PGRD_571	Senior Building Inspector	33.38	39.27	33.88	39.86	34.39	40.46	34.91	41.07	35.44	41.69
PGRD_580	Business Systems Analyst Park Planner (Parks & Recreation) Planner Planner (Development Approvals) Planner (Environmental/Community Planning) Planner (Strategic Planning)	33.55	39.47	34.05	40.06	34.56	40.66	35.08	41.27	35.61	41.89
PGRD_640	Social Planner Purchasing Coordinator	35.65	41.94	36.18	42.57	36.73	43.21	37.28	43.86	37.84	44.52

CLASSIFICATION AND PAY RATES – Schedule “B”											
		3.50%		1.50%		1.50%		1.50%		1.50%	
		1-Jan-09		1-Jan-10		1-Jul-10		1-Jan-11		1-Jul-11	
Pay Grade	Classification	Entry Rate	Job Rate	Entry Rate	Job Rate	Entry Rate	Job Rate	Entry Rate	Job Rate	Entry Rate	Job Rate
PGRD_80	Labourer Trades Helper Automotive Shop Carpenter Mechanic Painter Sign Shop	19.35	22.77	19.64	23.11	19.94	23.46	20.24	23.81	20.54	24.17
PGRD_110	Equipment Operator I Truck Driver I	19.66	23.13	19.96	23.48	20.26	23.83	20.56	24.19	20.87	24.55
PGRD_140	Roads Utility Person Sign Shop Service Worker DDI Utility Person	19.82	23.32	20.12	23.67	20.43	24.03	20.73	24.39	21.05	24.76
PGRD_141	Sewer Utility Person Water Utility Person Engineering Operations Standby Staff	20.52	24.14	20.83	24.50	21.14	24.87	21.45	25.24	21.78	25.62
PGRD_150	Truck Driver II	19.88	23.39	20.18	23.74	20.49	24.10	20.79	24.46	21.11	24.83
PGRD_160	Asphalt Raker Equipment Operator II Truck Driver III	20.00	23.53	20.30	23.88	20.60	24.24	20.91	24.60	21.22	24.97
PGRD_175	Labourer Leadhand	20.32	23.91	20.63	24.27	20.94	24.63	21.25	25.00	21.57	25.38
PGRD_180	Truck Driver IV	20.31	23.89	20.61	24.25	20.92	24.61	21.23	24.98	21.55	25.35
PGRD_200	Equipment Operator No. III Equipment Operator No. III (Flail Mower)	20.54	24.17	20.85	24.53	21.17	24.90	21.48	25.27	21.80	25.65
PGRD_220	Pumphouse Assistant	21.14	24.87	21.45	25.24	21.78	25.62	22.10	26.00	22.43	26.39

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PGRD_230	Truck Driver IVa	20.71	24.37	21.03	24.74	21.34	25.11	21.67	25.49	21.99	25.87
PGRD_260	Equipment Operator No. IV (Loader) Fleet Support Assistant Truck Driver V Equipment Operator No. IV (Flail Mower)	21.16	24.89	21.47	25.26	21.79	25.64	22.12	26.02	22.45	26.41
PGRD_261	Equipment Operator No. IVa (Multi use truck)	21.62	25.43	21.94	25.81	22.27	26.20	22.60	26.59	22.94	26.99
PGRD_270	Equip Operator VI - OIT -- Lv A	20.13	N/A	20.43	N/A	20.74	N/A	21.05	N/A	21.37	N/A
PGRD_270	Equip Operator VI - OIT -- Lv B	20.91	N/A	22.22	N/A	21.54	N/A	21.86	N/A	22.19	N/A
PGRD_270	Equip Operator VI - OIT -- Lv C	22.22	N/A	22.55	N/A	22.89	N/A	23.23	N/A	23.58	N/A
PGRD_270	Equip Operator VI - OIT -- Lv D	23.53	N/A	23.88	N/A	24.24	N/A	24.60	N/A	24.97	N/A
PGRD_270	Equipment Operator V (Skidsteer) Equipment Operator V (Backhoe) Equipment Operator V (Grader Back-up)	22.08	25.98	22.41	26.37	22.75	26.77	23.09	27.17	23.44	27.58
PGRD_300	Coordinator of Solid Waste Collection Head Driver/Collector Truck Driver VI (Crane)	22.13	26.04	22.47	26.43	22.81	26.83	23.15	27.23	23.49	27.64

City of Abbotsford and C.U.P.E Local 774

PGRD_320	Trades I Carpenter Dyking, Drainage, Irrigation HVAC Mechanic Mechanic (Small Engines) Painter Sewers Asphalt Leadhand Equipment Operator VI	22.22	26.14	22.55	26.53	22.89	26.93	23.23	27.33	23.58	27.74
PGRD_321	Trades I Utilities	22.69	26.69	23.03	27.09	23.38	27.50	23.72	27.91	24.08	28.33
PGRD_340	Pumphouse Operator	22.86	26.89	23.20	27.29	23.55	27.70	23.90	28.12	24.26	28.54
PGRD_370	Works Supervisor I Dyking, Drainage & Irrigation Roads & Sanitation	23.76	27.95	24.11	28.37	24.48	28.80	24.85	29.23	25.22	29.67
PGRD_371	Works Supervisor I Sewer Waterworks	24.92	29.32	25.30	29.76	25.68	30.21	26.06	30.66	26.45	31.12
PGRD_400	Trades II Carpenter Electrician HVAC Mechanic	24.40	28.70	24.76	29.13	25.13	29.57	25.51	30.01	25.89	30.46
PGRD_401	Trades II -- Electrician Trades II - Fire Technician	25.80	30.35	26.19	30.81	26.58	31.27	26.98	31.74	27.39	32.22
PGRD_402	Trades II -- HVAC	24.74	29.11	25.12	29.55	25.49	29.99	25.87	30.44	26.27	30.90
PGRD_403	Trades II -- Technician	24.79	29.17	25.17	29.61	25.54	30.05	25.93	30.50	26.32	30.96
PGRD_430	Trades II - Leadhand	26.23	30.86	26.62	31.32	27.02	31.79	27.43	32.27	27.84	32.75
PGRD_431	Trades II - Leadhand - Fire Technician	27.29	32.10	27.29	32.10	27.29	32.10	27.29	32.10	27.29	32.10
PGRD_440	Works Supervisor II	26.36	31.01	26.76	31.48	27.16	31.95	27.57	32.43	27.98	32.92

Note to Schedule "B"

Truck Driver I Up to 20,000 lbs. GVW

Truck Driver II From 20,001 to 31,000 lbs. GVW

Truck Driver III From 31,001 to 44,000 lbs. GVW Hyab Crane Truck

Truck Driver IV Single Axle Trucks and Trailer Tandems Over 44,001 lbs. GVW

Truck Driver IVa Tandems Over 40,001 lbs. GVW With Crane

Truck Driver V Garbage Truck, Tandem Tractor Trailer

Equipment Operator No. I Roller Operator

Equipment Operator No. II * Small Tractor, Ingersol Rand Vibrator Packer

Equipment Operator No. III Loader - Rubber-tired, Small Dozer

Equipment Operator No. IV Tractor Loader, Street Sweeper, Large Dozer, Scraper, Rubber-tired Backhoe, Loader - John Deere 644E or Equivalent

Equipment Operator No. V Gradall, Grader, Komatsu PC 300 or Equivalent, Flusher Vacuum Truck

Equipment Operator No. VI Grader, Gradall, Flush Truck, Excavator, Tractor Trailer

** DOES NOT INCLUDE RIDE ON MOWERS*

CLASSIFICATION AND PAY RATES – Schedule “C”											
Pay Grade	Classification	3.50%		1.50%		1.50%		1.50%		1.50%	
		1-Jan-09		1-Jan-10		1-Jul-10		1-Jan-11		1-Jul-11	
		Entry Rate	Job Rate	Entry Rate	Job Rate	Entry Rate	Job Rate	Entry Rate	Job Rate	Entry Rate	Job Rate
PGRD_1	Facility Attendant	12.17	14.32	12.35	14.53	12.54	14.75	12.72	14.97	12.91	15.19
PGRD_10	Guard Instructor	15.80	18.59	16.04	18.87	16.28	19.15	16.52	19.44	16.77	19.73
PGRD_40	Customer Service Representative Marketing Clerk	18.34	21.58	18.34	21.58	18.34	21.58	18.34	21.58	18.34	21.58
PGRD_65	Marketing & Special Events Assistant Recreation Supervisor - Arenas	19.24	22.63	19.24	22.63	19.24	22.63	19.24	22.63	19.24	22.63
PGRD_80	Park Attendant Trades Helper - Horticulture	19.35	22.77	19.64	23.11	19.94	23.46	20.24	23.81	20.54	24.17
PGRD_90	Facility Maintenance Technician I	19.37	22.79	19.66	23.13	19.96	23.48	20.26	23.83	20.56	24.19
PGRD_91	Aquatic Leader	20.44	24.05	20.75	24.41	21.06	24.78	21.38	25.15	21.70	25.53
PGRD_320	Horticulturalist I Facility Maintenance Technician II Trades I Buildings & Aquatic System Maintenance Cemetery Maintenance Parks Parks Maintenance & Buildings Turf Grass Maintenance	22.22	26.14	22.55	26.53	22.89	26.93	23.23	27.33	23.58	27.74
PGRD_340	Fitness Programmer Recreation Programmer	22.86	26.89	23.20	27.29	23.55	27.70	23.90	28.12	24.26	28.54

PGRD_370	Works Supervisor I - Parks	23.76	27.95	24.11	28.37	24.48	28.80	24.85	29.23	25.22	29.67
PGRD_375											
PGRD_400	Arborist II Horticulturalist II Maintenance Supervisor – Aquatics Trades II – Facility Services Trades II - Natural Areas Trades II – Parks Maintenance & Buildings Trades II - Turf	24.40	28.70	24.76	29.13	25.13	29.57	25.51	30.01	25.89	30.46
PGRD_515	Recreation Coordinator Community Recreation Coordinator Arts & Heritage Coordinator Volunteer Coordinator Marketing Coordinator Special Projects Coordinator	24.75	29.12	25.13	29.56	25.50	30.00	25.88	30.45	26.27	30.91
PGRD_405	Senior Marketing Coordinator		31.65		31.65		31.65		31.65		31.65
PGRD_500	Marketing & Special Events Coordinator	27.11	31.89	27.51	32.37	27.93	32.86	28.35	33.35	28.77	33.85
PGRD_580	Park Planner/Designer	33.55	39.47	34.05	40.06	34.56	40.66	35.08	41.27	35.61	41.89

CLASSIFICATION AND PAY RATES – Schedule “D”											
Pay Grade	Classification	3.50%		1.50%		1.50%		1.50%		1.50%	
		1-Jan-09		1-Jan-10		1-Jul-10		1-Jan-11		1-Jul-11	
		Entry Rate	Job Rate	Entry Rate	Job Rate	Entry Rate	Job Rate	Entry Rate	Job Rate	Entry Rate	Job Rate
PGRD_160	Airport Maintenance Worker I	20.00	23.53	20.30	23.88	20.60	24.24	20.91	24.60	21.22	24.97
PGRD_260	Airport Maintenance Worker II	21.16	24.89	21.47	25.26	21.79	25.64	22.12	26.02	22.45	26.41
PGRD_320	Airport Trades I	22.22	26.14	22.55	26.53	22.89	26.93	23.23	27.33	23.58	27.74
PGRD_371	Duty Officer - Regulatory Compliance Airport Duty Officer Duty Officer - Safety & Security	24.92	29.32	25.30	29.76	25.68	30.21	26.06	30.66	26.45	31.12
PGRD_401	Airport Trades II Electrician	25.80	30.35	26.19	30.81	26.58	31.27	26.98	31.74	27.39	32.22
PGRD_600	Duty Officer - Facilities	28.39	33.40	28.82	33.90	29.25	34.41	29.69	34.93	30.13	35.45

CLASSIFICATION AND PAY RATES – Schedule “Joint Water/Sewer”												
Dept.	Pay Grade	Classification	3.50%		1.50%		1.50%		1.50%		1.50%	
			1-Jan-09		1-Jan-10		1-Jul-10		1-Jan-11		1-Jul-11	
			Entry Rate	Job Rate	Entry Rate	Job Rate	Entry Rate	Job Rate	Entry Rate	Job Rate	Entry Rate	Job Rate
J	PGRD_201	Student I	11.58	13.62	11.75	13.82	11.93	14.03	12.10	14.24	12.28	14.45
J	PGRD_202	Student II	16.77	19.73	17.03	20.03	17.28	20.33	17.54	20.63	17.80	20.94
J	PGRD_204	Wastewater Treatment Plant Op. I	21.39	25.16	21.71	25.54	22.03	25.92	22.36	26.31	22.70	26.70
J	PGRD_205	Utility II	23.03	27.09	23.38	27.50	23.72	27.91	24.08	28.33	24.44	28.75
J	PGRD_206	Lab Technician I Wastewater Treatment Plant Op. III	24.68	29.04	25.06	29.48	25.43	29.92	25.81	30.37	26.21	30.83
J	PGRD_208	JAMES Leadhand	27.14	31.93	27.55	32.41	27.97	32.90	28.38	33.39	28.81	33.89
J	PGRD_209	Mechanic Electrician	28.67	33.73	29.10	34.24	29.54	34.75	29.98	35.27	30.43	35.80
J	PGRD_211	Wastewater Treatment Plant Op. II Source Control Monitoring Technician	23.49	27.64	23.84	28.05	24.20	28.47	24.57	28.90	24.93	29.33
J	PGRD_211	Wastewater Treatment Plant Op. II -- OIT - Level A	26.26	N/A	26.65	N/A	27.05	N/A	27.46	N/A	27.86	N/A
J	PGRD_307	Jr. Plant Mechanic (Apprentice)	Lvl 1	26.00	Lvl 1	26.39	Lvl 1	26.78	Lvl 1	27.18	Lvl 1	27.59
			Lvl 2	27.63	Lvl 2	28.04	Lvl 2	28.46	Lvl 2	28.88	Lvl 2	29.32
			Lvl 3	29.25	Lvl 3	29.69	Lvl 3	30.13	Lvl 3	30.58	Lvl 3	31.04
			Lvl 4	30.88	Lvl 4	31.34	Lvl 4	31.81	Lvl 4	32.28	Lvl 4	32.77
			Lvl 5	32.50	Lvl 5	32.99	Lvl 5	33.48	Lvl 5	33.98	Lvl 5	34.49

W	PGRD_301	Student I	11.93	14.04	12.11	14.25	12.29	14.46	12.48	14.68	12.67	14.90
W	PGRD_302	Student II	14.11	16.60	14.32	16.85	14.54	17.10	14.76	17.36	14.98	17.62
W	PGRD_303	Water Technician I	22.62	26.61	22.96	27.01	23.31	27.42	23.66	27.83	24.01	28.25
W	PGRD_304	Water Technician II	24.75	29.12	25.13	29.56	25.50	30.00	25.88	30.45	26.27	30.91
W	PGRD_305	Water Supply Leadhand	26.37	31.02	26.77	31.49	27.17	31.96	27.57	32.44	27.99	32.93
W	PGRD_306	Departmental Secretary	20.22	23.79	20.53	24.15	20.83	24.51	21.15	24.88	21.46	25.25

Letter of Understanding No. 1

**Progression to Job Rate
Approved Training/Certificate Program**

The Parties agree that Employees hired or promoted into positions for which they do not fully meet the job requirements and/or qualifications would not advance to job rate at the end of six (6) months, but would advance to job rate in steps mutually agreed between the Employer and the Union.

FOR THE CITY OF ABBOTSFORD

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 774

Letter of Understanding No. 2

Statutory Holidays - Specified Schedule "C" Employees

Regular Full-Time Exhibition Park Employees, Maintenance Supervisors (Parks and Recreation) and Aquatic Leaders, whose standard work week consists of five (5) consecutive working days, and where the Statutory Holiday falls on an Employee's regularly scheduled day of work, may opt to work the Statutory Holiday and take another day off in lieu which may be taken in conjunction with their normal two (2) days of rest. The provisions of Article No. 20.01(c) of the Collective Agreement shall not apply in this case.

FOR THE CITY OF ABBOTSFORD

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 774

Letter of Understanding No. 3

WorkSafe BC Benefits

The Parties agree that Regular Full-Time Employees who are absent from work due to a compensable injury or illness shall continue to be paid by the Employer in accordance with the following provisions, subject to the conditions contained herein.

1. Where a Full-Time Regular Employee is absent from work due to illness or injury and is in receipt of an approved WorkSafe BC claim as a result of such injury or illness, the Employer shall, at the option of the Employee, for the first two (2) pay periods, advance to that Employee an amount which as closely as mathematically possible approximates his/her “normal take-home” pay after normal deductions on behalf of the Employee for Employment Insurance, Canada Pension Plan, Municipal Pension Plan and the Employee’s share of his/her benefit coverage, provided:
 - (a) the Employee has sufficient Sick Leave for the difference between regular pay and the Worksafe BC allowance to be deducted from the Sick Leave bank; and
 - (b) the Employee turns over to the Employer all monies received from WorkSafe BC in respect to such injury or illness.

2. Provided the conditions contained in 1, (a) and (b) above are met, the Employer shall:
 - (a) continue to pay its normal share of cost of Employment Insurance, Canada Pension Plan, Municipal Pension Plan and the Employee’s benefit coverage, it being understood that the Employer’s share for Employment Insurance and Canada Pension Plan is only on the amount by which an Employee’s normal gross salary exceeds the WorkSafe BC award; and
 - (b) Income Tax shall not be calculated and deducted on behalf of Employees covered by this Letter of Understanding, except on the amount by which an Employee’s normal gross salary exceeds the WorkSafe BC maximum insurable earnings.

FOR THE CITY OF ABBOTSFORD

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 774

Letter of Understanding No. 4

**Hours of Work
Facility Maintenance Worker Employees**

The Parties agree that, pursuant to Article No. 17.05(a), Facility Maintenance Worker Employees shall work an average of forty (40) hours per week, at the Employee's regular rate of pay, during each work schedule cycle.

FOR THE CITY OF ABBOTSFORD

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 774

Letter of Understanding No. 5

Shift Schedules – Parks, Recreation & Culture

The Parties agree, without prejudice or precedent, that the Parks Recreation & Culture Department will post shift schedules as per the following procedure:

Facility Attendant

- i) Shift schedules shall be posted in M.S.A. three (3) times per calendar year as follows:
 - September to December
Posted no later than August 7
 - Holiday Season
Posted no later than December 1
 - January to April
Posted no later than December 1
- ii) Employees shall select shifts in order of seniority and must submit their preference in writing within two weeks of posting date.

Guard/Instructor

Shift schedules shall be posted three times per calendar year as follows:

- May to August shifts posted by April 1st. Employees shall select shifts in order of seniority and submit their request, no later than April 15th.
- September to December shifts posted by August 1st. Employees shall select shifts in order of seniority and submit their request, no later than August 15th.
- January to April shifts posted by November 15th. Employees shall select shifts in order of seniority and submit their request, no later than December 1st.

Customer Service Representatives

Shift schedules shall be posted in each facility one time per calendar year as follows:

- September to August shifts posted by June 15th. Employees shall select shifts in order of seniority and submit their request, no later than June 30th.

Employees who have successfully bid into a block will be considered Part Time employees for the duration of that shift schedule. Those employees may elect to be placed on the call down list. Employees exercising this option shall adhere to the Availability language in this Letter of Understanding.

Other employees will be considered Auxiliary and will be covered by the following:

Availability

- a) Auxiliary employees are expected to be available for all regular business hours or by mutual agreement.
- b) Availability will be for the duration of the current Shift Schedule and shall not be changed until the next schedule or by mutual agreement.
- c) Auxiliary employees must work at least one shift in a calendar month.
- d) Auxiliary employees who fail to work one shift in a calendar month will be suspended from the call list for the next calendar month unless the employee's absence from work has been authorized.
- e) Auxiliary employees who have been suspended from the call list on three (3) occasions within a calendar year will be removed from the Auxiliary Call List permanently.
- f) Auxiliary employees who become available to work on a day other than their availability day, may call the employer and request to be placed on the call list for that day in line with their seniority.

General Terms and Conditions

- Employees are responsible to access posted shifts at MSA, MRC or ARC.
- Shifts will be assigned based on seniority lists posted within thirty days of shift posting date.
- If a shift is vacated after Shift Scheduling has taken place, only that shift and any subsequent vacancies will be posted in the Facilities.

FOR THE CITY OF ABBOTSFORD

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 774

Letter of Understanding No. 6

Full-Time Aquatic Leader Exam

The Parties agree that the minimum required score on the Full-Time Aquatic Leader exam, developed by the Union and the Employer, is seventy percent (70%). It is also agreed, that all exams will be scored by a panel consisting of a Human Resources representative, a Facility Manager or Supervisor and an Employee appointed by the Union.

FOR THE CITY OF ABBOTSFORD

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 774

Letter of Understanding No. 7

Work at Home/Employee Parking/Job Sharing

(a) Work at Home

The Parties agree that Employees shall not take work home or be directed to work from their home except under unusual circumstances approved by the Employer and the Union.

(b) Employee Parking

The Parties agree that, during the term of the Collective Agreement, the Employer shall not require any Employee to pay for parking that is currently available to him at no cost.

(c) Job Sharing

The position to be job shared is maintained as a permanent full-time position. All job sharing arrangements must be covered by Letters of Understanding. Job sharing should be initiated only by the interested Employees. The members involved should first discuss this with the Union. Both the Employer and the Union must agree to the arrangements. Employee benefits during job sharing will be determined by pro-rating the benefits of the Full-time position and will be as specified in a Letter of Understanding.

FOR THE CITY OF ABBOTSFORD

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 774

Letter of Understanding No. 8

Supplemental Positions

The Parties have agreed to create Supplemental positions and the following conditions will apply effective date of signing.

The Employer agrees to post Supplemental positions indicating the approximate term of the position which may vary depending on operational requirements but will be within a window between March 1 and October 31 of each year. The wage rate will be the appropriate rate for the job according to the Collective Agreement, plus the appropriate percentage (%) in lieu of benefits according to Article No. 6.02 (b)(ii) and the trial period will be as set forth in Article No. 15.02 (a), (b) or (c), whichever is applicable. Supplemental Employees will be deemed to have resigned from their previous position. At the end of the annual supplemental work requirement, Employees will be transferred to “on-call” status for the position occupied before posting into the Supplemental position, or prior “on-call” lists, until the next annual work requirement. Employees transferring to “on-call” status will retain seniority based on hours worked. Employees will not be entitled to exercise their rights under Article No. 16 of the Collective Agreement at the end of the term of supplemental employment and the Employer’s responsibility under this provision does not apply.

Supplemental Employees who accept a regular full or part-time position will be deemed to have abandoned all rights to the Supplemental position.

A Supplemental Employee cannot post into a temporary position during the “on-call” period which would overlap with the anticipated term of the Supplemental position.

Notwithstanding Article No. 6.02(b)(v) of the Collective Agreement, the probationary period for a Supplemental Employee shall be for the full term of employment in the first year. Subject to successful completion of the probationary period, Supplemental Employees will be notified that they are eligible for re-employment in the second year.

Beyond the Supplemental positions, Full-Time Facility Maintenance Worker Employees will automatically transfer to Supplemental positions during scheduled arena closures and these positions will not be posted. Moreover, these Employees will retain regular full-time employment status and will be entitled to all benefits provided by the Collective Agreement for full-time Employees.

FOR THE CITY OF ABBOTSFORD

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 774

Letter of Understanding No. 9

Park Attendants

Notwithstanding Article No. 24.04, the Parties agree that Park Attendants (Schedule “C”) shall be paid the Equipment Operator II rate of pay for hours spent operating the tractor. It is further understood that the time spent operating the tractor will be cumulative on a per day basis.

FOR THE CITY OF ABBOTSFORD

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 774

Letter of Understanding No. 10

Information Services (IS) Co-op Position

Notwithstanding Article No. 6.02(c), the Parties agree that due to the ongoing nature of the IS Co-op position, students participating in the IS Co-op program only, will pay Union dues.

This agreement in no way obligates the Employer to maintain the position.

All other terms of Article No. 6.02 (c) remain in force.

FOR THE CITY OF ABBOTSFORD

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 774

Letter of Understanding No. 11

Promotion into Supervisory Positions

In making promotions into supervisory positions, the required knowledge ability and skills for the position will include the required supervisory courses, demonstrated supervisory skills and previous experience in successfully supervising staff with the Employer.

The following positions are currently deemed to be supervisory:

Planner	
Clerk of Works	Senior Building Inspector
Clerk V (Taxes)	Senior Business License Inspector
Coordinator of Solid Waste Collection	Senior Plan Examiner
Financial Systems Analyst	All Clerk IV (Parks & Recreation)
Human Resources Information Services Analyst (HRIS)	All WSI Positions
Maintenance Supervisor (Aquatics)	All WSII Positions
Network Services Specialist	Trades II Parks
Development Technician III	

The Union and the Employer shall meet to amend the list as required as positions and responsibilities change.

Employees interested in the above positions should meet with their management supervisor pursuant to Human Resources Policy No. 6.4 – Education Assistance to review the necessary qualifications for the desired position.

FOR THE CITY OF ABBOTSFORD

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 774

Letter of Understanding No. 12

Seasonal Worker

- (a) The Seasonal Worker rate of pay shall be as indicated below and Seasonal workers shall receive 8.4% in lieu of all benefits including vacation and statutory holiday pay.

Effective January 1, 2009	\$13.57
Effective January 1, 2010	\$13.77
Effective July 1, 2010	\$13.98
Effective January 1, 2011	\$14.19
Effective July 1, 2011	\$14.40

The Employer will be responsible for all other statutory deductions and benefits.

- (b) Effective March 1, 2007, seasonal employees who are rehired for a second year shall, on completion of ninety (90) days worked, including days worked in the first year, accumulate seniority based on hours worked.
- (c) Seasonal employees will be recalled in subsequent years for similar work which they had previously performed, based on seniority. Seasonal employees wanting to be recalled for seasonal work will notify Human Resources in writing no later than January 31 of the year in which they are eligible to be recalled.
- (d) Employees employed as Seasonal Workers shall accumulate seniority only for the purpose of recall for seasonal work, as per Article 14.01(b).

FOR THE CITY OF ABBOTSFORD

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 774

Letter of Understanding No. 13

Bylaw Officers

The Parties agree that the new regular positions of full-time Bylaw Enforcement Officer and full-time Clerk III will be posted as Schedule A Shift Work and all the provisions of the Collective Agreement surrounding Schedule A will apply with the following exceptions:

19.01 (a) will not apply and will be replaced with the following:

“Except in emergencies, forty-eight (48) hours’ notice shall be given before change of a regular shift”

19.02 (b) and (c) will not apply and will be replaced with the following:

“A shift differential of 3% of the employees wage shall be paid to employees for hours worked between 5:00 PM and 12:00 Midnight

A shift differential of 6% of the employees wage shall be paid to employees for hours worked between 12:00 Midnight and 7:00 AM.”

20.01 (b) amend to read:

Employees covered by this L.O.U who are scheduled to work on a Statutory/Paid holiday, shall be paid or be allowed to bank one and one-half (1 and ½) times the regular rate of pay for hours worked on a Statutory /Paid Holiday, in addition to any Statutory/Paid Holiday entitlement as defined in 20.01(a) of the CUPE Collective Agreement except as otherwise provided in the Collective Agreement or by mutual consent of the Parties.

17.02 (a) and (b) amend to read:

The regular hours of work for these positions shall be seven (7) consecutive hours per day, not including a scheduled one (1) hour unpaid meal break, with forty-eight (48) hours of rest and no more than five (5) consecutive seven (7) hour days of work, except when a shift rotation occurs, by mutual agreement of the Parties. Notwithstanding the foregoing, schedules may be varied by mutual agreement of the Parties to allow days of rest to be split during the week.

It is agreed that Schedule A Auxiliaries will be used for replacement purposes and will be bound by this L.O.U. while providing relief.

FOR THE CITY OF ABBOTSFORD

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 774

Letter of Understanding No. 14

Recreation In-Service Meetings

The Employer shall schedule In-Service meetings each September for the following calendar year. Where the Employer schedules In-Service meetings for the purpose of providing information and training, the Employees shall attend this training unless they have a bona-fide reason for failing to do so. Where Employees are unable to attend the training for a bona-fide reason, they must notify the Employer prior to the meeting.

Employees will be paid in accordance with the Collective Agreement for all time spent at In-Service meetings. Employees missing In-Service meetings essential to the safety of customers or fellow employees will not be permitted to work until such time as they have received the missed In-Service training.

Providing the training was presented by City employees, it shall be offered within two (2) weeks to the employee(s) who were unable to attend. Employees may have to attend the missed training on their own time in order to become eligible to work.

FOR THE CITY OF ABBOTSFORD

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 774

Letter of Understanding No. 15

Vacation Entitlement (J.A.M.E.S. Plant and CFV Water Supply Services)

The Parties agree to the following conditions with respect to vacation entitlement for employees who became employees of the City as a result of the transfer of operation of the J.A.M.E.S. Treatment Plant and CFV Water Supply Services from the Fraser Valley Regional District effective September 1, 2005:

- (a) Employees who had accrued vacation entitlements under the Local 458 Collective Agreement that are higher than would have been accrued under the Local 774 Collective Agreement for equivalent service will have their vacation entitlement red circled at that level.
- (b) Employees will accrue future vacation entitlement increases in accordance with the service requirements of the Local 774 Collective Agreement.

FOR THE CITY OF ABBOTSFORD

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 774

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