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 * 1986 - 1987 *
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 * COLLECTIVE AGREEMENT *
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 * BETWEEN *
 *
 * THE CORPORATION OF THE DISTRICT OF BURNABY *
 *
 * AND THE *
 *
 * CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23 *
 *
 * (FOREMEN AND OTHER WORKING SUPERVISORY PERSONNEL) *

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1986-1987 AGREEMENT
BETWEEN
 THE CORPORATION OF THE DISTRICT OF BURNABY
AND THE
 CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23 (BURNABY CIVIC EMPLOYEES)
 on behalf of its FOREMEN AND OTHER WORKING SUPERVISORY PERSONNEL

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THIS AGREEMENT MADE THE 11th DAY OF August IN
THE YEAR ONE THOUSAND NINE HUNDRED AND EIGHTY-SEVEN

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY

(hereinafter called the "Corporation")

OF THE FIRST PART:

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23

(Burnaby Civic Employees)

on behalf of its FOREMEN AND OTHER WORKING SUPERVISORY PERSONNEL

(hereinafter called the "Union")

OF THE SECOND PART:

1. GENERAL

1.1 Term of Agreement

This Agreement shall be for a term of two years with effect from 1986 January 01 to 1987 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 62 of the Labour Code, this Agreement shall continue in full force and effect, and, except with respect to changes to rates of pay made pursuant to the Job Evaluation Agreement between the parties et al, neither party shall make any change or alter the terms of this Agreement until:

- f) The Union can lawfully strike in accordance with the provisions of Part V of the Labour Code; or
- (b) The Corporation can lawfully lock out in accordance with the provisions of Part V of the Labour Code; or
- (c) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever is the earliest.

The operation of Sub-Section (2) of Section 66 of the Labour Code shall be specifically excluded from, and shall not be applicable to this Agreement.

1.2 Coverage

This Agreement **shall** apply to all those employed by the Corporation **who** occupy the position classes listed under Schedule "A" of this Agreement and amendments thereto by agreement of the parties hereto or in accordance with the Labour **Code**.

1.3 Use of Masculine and Singular Terms

Whenever the masculine or singular is used in this Agreement, the **same** shall be construed as meaning the feminine or plural unless otherwise specifically stated.

2. DEFINITIONS OF EMPLOYEES

2.1 A Regular Full-Time Employee is an **employee who** is employed on a full-time basis of 35, 37-1/2, 40 or such other number of weekly hours as is recognized in the Collective Agreement as normal for a particular class of positions, for an indefinite period of time.

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

Where Temporary Full-Time Employees are hired for a specific project and are advised at the time of being hired of the expected duration of the project, **the** Corporation will notify the Union as soon as possible in the event circumstances subsequently arise which have the effect of terminating **the** project earlier than had been expected and announced.

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

An Auxiliary Employee is any other employee.

2.2 Probation

- (a) All new Regular Full-Time and Temporary Full-Time Employees shall complete a probationary period of six (6) months of service.
- (b) Regular Part-Time Employees shall complete a probationary period of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similar classified position.
- (c) The definition of probation referred to in Clause 2.2(a) and (b) shall not include employees on probation during the first six (6) months of a promotion or transfer.

3. UNION SECURITY

- (a) Every probationary employee shall become a member of the Union by the pay period immediately following the completion of thirty (30) calendar days of employment.
- (b) The dues formula for all employees shall be such amounts as determined by Article Eleven, Sections 1 and 2, of the Constitution and By-laws of the Union.
- (c) All members shall remain as members of the Union as a condition of employment; provided that no employee shall be deprived of employment by reason of loss of Union membership for any reason other than failure to pay regular Union dues.
- (d) The Corporation will deduct from the pay of each employee covered by this Agreement all regular Union dues as determined by the Union and will transmit the total amount so deducted to the Union; provided that each employee has signed a form, to be supplied by the Corporation, authorizing the said deduction. The form shall be substantially the form as provided for in Section 10(2) of the Labour Code.

4. HOURS OF WORK

4.10 Hours of Work

- (a) The normal hours of work shall be eight (8) consecutive hours, exclusive of one-half (1/2) hour for lunch, between the hours of 07:00 h to 17:00 h Monday to Friday inclusive.
- (b) It is agreed that certain operations are necessary on Saturday and Sunday. The Corporation will notify the Union one (1) week in advance of instituting a work week other than Monday to Friday. A work week in such instances shall be comprised of five (5) consecutive days.
- (c) It is agreed that the normal daily hours of work for certain classes of employees may fall outside the standard definition in (a) above. Agreed exceptions are detailed in Schedule "B". Classes included in this Schedule may be altered or added to as necessary according to Corporation requirements by mutual consent of the parties hereto.
- (d) **Normal** daily and weekly hours shall be deemed to be 8 and 40 respectively for all **Auxiliary** employees except in the case of an Auxiliary Employee working in a position normally occupied by a **full-time** employee whose normal hours shall be deemed to be the normal hours of the Auxiliary Employee.

4.20 Rest Periods

A ten (10) minute rest period shall be allowed during the first half of each working shift and a further ten (10) minute rest period during the second half.

4.30 Shift Work

- (a) Regular shift work may be instituted by the Corporation subject to the following provisions:
- (1) Shifts shall be at least one (1) week duration.
 - (2) Shifts shall consist of eight (8) hours exclusive of a half (1/2) hour lunch period.
 - (3) The Union shall be notified at least five (5) days in advance of a shift being instituted.
- (b) Emergency shifts may be instituted by the Corporation, in which case the employee concerned shall be given a minimum of eight (8) hours' notice and the shifts shall continue for at least two (2) days, otherwise overtime rates will apply. Emergency shifts shall consist of eight (8) hours exclusive of a half (1/2) hour lunch period.
- (c) The hours of work for classes of employees referred to in Clause 4.10(c) shall not be construed as shift work.

4.40 Shift Differential

- (a) Shift differential shall consist of sixty cents (60¢) per hour and shall be payable for those hours of a regular shift so worked by such an employee outside the exempt hours of work; provided, however, that if more than one-half of the hours of the regular shift so worked fall outside the exempt hours of work, the shift differential shall be applied to the hours worked in the entire regular shift. For the purpose of this Clause 4.40 "exempt hours of work" means the normal hours of work for an employee within the range of 07:00 h to 17:00 h together with the hour immediately preceding and the hour immediately following such normal hours of work. For example, if the normal hours of work are 07:00 h to 15:30 h, the exempt hours of work would be 06:00 h to 16:30 h. If the normal hours of work are 07:30 h to 16:00 h, then the exempt hours of work would be 06:30 h to 17:00 h.
- (b) No shift differential premium will be paid to Auxiliary Employees unless they are relieving full-time employees on shifts that would otherwise carry such premiums.

4.50 Overtime4.51 Overtime - Regular Full-Time and Temporary Full-Time Employees

- (a) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid at overtime rates for all overtime worked:
- (i) immediately following the employee's regular shift;

- (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous regular shift;
 - (iii) at any other time than at the times set forth in items (a)(i) or (a)(ii) of this Clause 4.51 consequent upon an oral or written notice given prior to the end of the employee's previous regular shift except as otherwise provided in Clause 9, Public Holidays.
- (b) **Regular Full-Time Employees and Temporary Full-Time Employees shall** be paid for the performance of overtime work scheduled by the Corporation under clause (a) at the following overtime rates:
- (i) time and one-half the standard rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
 - (ii) double the standard rate of pay for all overtime in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
 - (iii) double the standard rate of pay for all overtime worked at any other time **than** immediately preceding or immediately following an employee's regular shift on any regular working day of the employee.
- (c) For the purpose of computing overtime, leave of absence without pay shall not be considered as hours worked.
- (d) **An** employee shall elect at the time of working such overtime whether to be paid for it or instead to receive compensating time off in lieu. **An** employee who elects to receive compensating time off shall be credited with compensating time off equivalent to the number of hours which he would have been paid for the overtime worked, and, subject to an employee's request to be granted compensating time off being approved by his department head [or delegate], such employee shall be granted any portion of the compensating time off to his credit at the pay rate or rates in effect at the time the overtime in question **was** worked. All compensating time off credited during a particular calendar year but which has not been granted to an employee by March 31st of the immediately following year shall be paid in cash at that time at the pay rate or rates in effect at the time the overtime in question was worked.

4.52 Overtime - Regular Part-Time and Auxiliary Employees

(a) Normal Hours - Regular Part-Time Employees

For purposes of applying overtime rates, normal daily and weekly hours for all Regular Part-Time Employees shall be

deemed to be those of a Regular Full-Time Employee whose position is similarly classified.

(b) Normal Hours - Auxiliary Employees

- (1) Any employee who is employed as an Auxiliary **Employee** in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a 7-day week basis, shall be permitted to work at straight time rates for up to eight (8) hours per day on any five (5) days during a work week [which for the purposes of this Clause shall be deemed to commence at 00:01 h on Monday morning and to end at 23:59 h on the immediately following Sunday].
- (2) **Any** employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a 6-day week basis, shall be permitted to work at straight time rates for up to eight (8) hours per day on any five (5) days during the 6-day week as defined in the Collective **Agreement**.

(c) Overtime Rates - Regular Part-Time and Auxiliary Employees

Overtime rates will be paid on the following basis to all Auxiliary and Regular Part-Time Employees:

- (1) Time and one-half for the first 4 hours worked in excess of the normal daily hours in a day;
- (2) Two times for hours worked beyond 4 in excess of the normal daily hours in a day;
- (3) In any case where an employee **has** already performed work on five days during the week, time and one-half for any hours worked prior to 12:00 h on his sixth day of work in that week, two times for hours worked after 12:00 h on his sixth day, and two times for all hours worked on his seventh day of work in that week.

4.60 Callout

The following provisions shall apply to Regular Full-Time and Temporary Full-Time Employees:

- (a) An employee who is called back to work by the Corporation at any time after he has completed his regular shift, except where such employee is required to work overtime as a consequence of an oral or written notice given prior to the end of the employee's previous shift as provided in Clause 4.51, shall be paid at the rate of double his normal rate of pay for the time actually worked and in addition thereto he shall be paid one (1) hour at double his normal rate of pay for

travelling time to and from home. Except as otherwise provided in Clause 4.60 (b) an employee who is called back to work under this Clause 4.60 shall be paid a minimum of three (3) hours [the minimum includes one (1) hour for travelling time] at double his normal rate of pay.

- (b) If, after a callout, an additional call or calls are made upon the employee before the expiry of the minimum three (3) hour period or before he arrives home, whichever shall last occur, the additional call or calls **shall** not qualify the employee for an additional minimum three (3) hour period or periods but the employee shall be paid at double his normal rate of pay for the time actually worked and an additional one (1) hour at double his normal rate of pay for travelling time to and from home. Where two (2) separate calls are completed by an employee within a three (3) hour period the employee **shall** be paid at double his normal rate of pay for a minimum of four (4) hours [the minimum includes two (2) hours for travelling time].
- (c) For the purposes of this Clause 4.60 a callout shall commence one-half hour before actual commencement of work for which the employee was called back and terminate one-half hour after actual completion of such work. The one-half hour at the commencement and termination of the callout time is the travelling time allowed the employee hereunder.

4.70 Standby

- (a) Employees who are required by the Corporation to stand by for a call to work between the **end** of a normal day shift on the first day of work in a normal work week as defined in Clause 4.10 [excluding public holidays] and the commencement of a normal day shift on the last day of work in the normal work week shall be paid one (1) hour's pay at the employee's normal rate of pay for each period of eight (8) hours that the employee stands by as required by the Corporation in addition to any callout pay to which he may be entitled under Clause 4.60.
- (b) **Employees** who are required by the Corporation to stand by for a call to work at any time except employees who are required to stand by for a call to work under clause (a) shall be paid one (1) hour's pay at the employee's normal rate of pay for each period of six (6) hours that the employee stands by as required by the Corporation in addition to any callout pay to which he may be entitled under Clause 4.60.
- (c) Where the period of time which an employee **stands** by under **this** Clause 4.70 exceeds a multiple of six (6) hours or eight (8) hours [as the case may be] the employee shall be paid one (1) hour's pay at the rate provided in this Clause 4.70 for the remainder of the standby time unless the remainder is not more than one-half (1/2) of the standby period of six (6)

hours or eight (8) hours [as the case may be] in which event the premium payable to the employee for the remainder shall be one-half (1/2) hour's pay at the rate provided in this Clause 4.70.

4.80 Meal Periods

The following provisions shall apply to Regular Full-Time Employees and Temporary Full-Time Employees:

(a) During Overtime Worked Immediately Following or Immediately Preceding an Employee's Regular Shift

If an employee is required to work overtime immediately following or immediately preceding the employee's regular shift under Clause 4.51(a)(i) or Clause 4.51(a)(ii) then upon the completion by the employee of two (2) continuous hours of such overtime work, the employee shall be given a paid meal period of one-half (1/2) hour which the Corporation may permit the employee to begin at any time within the two (2) hour work period if the Corporation estimates that two (2) hours of overtime work will be required; provided however that, except in the case of an emergency, the meal period shall begin no later than the end of the two (2) hour work period. Upon the completion by the employee of three and one-half (3-1/2) continuous hours of overtime work following the completion of the two (2) hour work period by the employee, the employee shall be given another paid meal period of one-half (1/2) hour which, except in the case of an emergency, shall be taken at the end of each three and one-half (3-1/2) hour work period.

(b) During Callouts and Scheduled Overtime Worked Other Than Immediately Following or Immediately Preceding an Employee's Regular Shift

An employee who completes three and one-half (3-1/2) continuous hours of overtime work at any time other than immediately following or immediately preceding the employee's regular shift after being called back to work by the Corporation under Clause 4.80 or after the commencement of overtime work previously scheduled by the Corporation under Clause 4.51(a)(iii) shall be given a paid meal period of one-half (1/2) hour which the Corporation may permit the employee to begin at any time within the three and one-half (3-1/2) hour work period if the Corporation estimates that three and one-half (3-1/2) hours of overtime work will be required; provided however that, except in the case of an emergency, the meal period shall begin no later than the end of the three and one-half (3-1/2) hour work period. Upon the completion by the employee of three and one-half (3-1/2) continuous hours of overtime work following the completion of the three and one-half (3-1/2) hour work period by the employee, the employee shall be given another paid meal

period of one-half (1/2) hour which, except in the case of an emergency, shall be taken at the **end** of each three and one-half (3-1/2) hour work period.

- (c) For each meal period given to an employee under Clause **4.80(a)** or Clause **4.80(b)** the employee shall be paid one-half (1/2) hour's pay at double the employee's normal rate of pay.
- (d) **Where by** reason of an emergency it is not feasible to give a meal period at the designated time under Clause **4.80(a)** or Clause **4.80(b)**, it shall be taken as soon as practicable and in addition the Corporation shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal period. The supplying of nourishment by the Corporation does not disqualify the employee from receiving the appropriate meal allowance under Clause 4.90.

4.90 Meal Allowances

The following provisions shall apply to Regular Full-Time Employees and Temporary Full-Time Employees:

- (a) The Corporation shall not be responsible for supplying nourishment to employees except as provided in Clause **4.80(d)**.
- (b) Except as provided in Clause **4.90(c)** the Corporation shall reimburse to the employee **the** following meal allowances:
 - (i) \$7.50 for the first meal period; and
 - (ii) \$2.50 for each succeeding meal period.
- (c) Where an employee works overtime other than immediately preceding or immediately following the employee's regular shift and the employee **was** given oral or written notice by the Corporation prior to the end of the day preceding the working of such overtime that the employee **may** be required to work overtime for at least four (4) continuous hours, the Corporation shall reimburse to the employee the following meal allowances:
 - (i) no allowance for the first meal period;
 - (ii) \$7.50 for the second meal period; and
 - (iii) \$2.50 for each succeeding meal period.

4.100 Daily Guarantee

- (1) Subject to the provisions of paragraph (3), an employee reporting for his scheduled shift on the call of the Corporation, shall receive his regular hourly rate of pay for the entire period spent at his place of work, with a minimum of two hours' pay at his regular hourly rate.
- (2) Subject to the provisions of paragraph (3), an employee other than a school student on a school day who commences work on

his scheduled shift, **shall** receive his regular hourly rate of pay for the entire period spent at his place of work, with a minimum of four hours' pay at his regular hourly rate.

- (3) In any case where an employee (i) reports for his regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, he shall not be entitled to receive the minimum payments set forth in paragraphs (1) and (2).

4.110 Special Provisions Governing Refuse Collection Service

The parties agree that the provisions contained in Schedules "C" and "D" which are annexed to, and which form a part of this Agreement shall apply in connection with the operation of Container **Refuse** Collection Service to Strata Title and Cooperative Properties and the Operation of the Residential and Commercial Refuse Collection Service.

- 4.120 In the event that a problem occurs that is not provided for by these provisions it shall be resolved by mutual agreement of the parties hereto.

5. VACANCIES

- (a) Any vacant position or any new position that is a regular full-time, regular part-time or temporary full-time position [if such temporary position is expected to exceed four months] shall be boarded for a period of ten calendar days and all employees shall be permitted to apply. Such period shall be extended one working day for each public holiday occurring during the posting period.
- (b) Boarding notices shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, **wage** or salary rate or range, and anticipated length of any temporary assignment, if posted. All job postings shall state "this position is open to male and female applicants".
- (c) All employees desiring to apply shall be supplied with a form of application to be provided by the Corporation.

6. SENIORITY

6.10 Regular Full-Time, Temporary full-Time and Regular Part-Time Employees

6.11 Definitions

- (a) "Service" shall mean continuous employment including authorized leave of absence, sick leave and vacation.

- (b) "Corporation Seniority" shall mean length of service with the Corporation.
- (c) "Foremen - Outside Seniority" shall mean service in positions covered by the Foremen's or Outside Workers' Agreements.
- (d) "Class Seniority" shall mean the date of appointment in writing to a position class. Such seniority to become effective retroactively after the completion of a probationary period of six (6) months. An appointment may be to either a permanent or temporary position.

6.12 Regular Seniority Pool

A Seniority Pool will be established for Regular Full-Time, Temporary Full-Time and Regular Part-Time Employees.

Access to the Regular Seniority Pool will be extended to:

- (a) All Regular Full-Time Employees upon completion of the probationary period.
- (b) All Temporary Full-Time Employees upon completion of twelve months of continuous service.
- (c) All Regular Part-Time Employees upon completion of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similar classified position.
- (d) Upon qualifying for a Regular Seniority Pool, an employee will be credited with his full period of service or all hours worked since his first day of employment in one or other of the eligible categories, i.e. Regular Full-Time, Temporary Full-Time, or Regular Part-Time.

6.13 Accumulation of Seniority

Seniority, as defined in Clause 6.11, shall apply only to employees included in the Regular Seniority Pool, as defined in Clause 6.12, and will continue and accumulate indefinitely, except as follows:

Effective 1986 September 04:

- (a) "Corporation Seniority" shall be lost when an employee is separated from employment other than for reasons of layoff due to lack of work, or has been laid off due to lack of work for a period of twelve (12) months, or withdraws contributions to Municipal Superannuation during layoff.
- (b) "Foremen - Outside Seniority" shall be lost when Corporation Seniority is lost.
- (c) "Class Seniority" shall be lost when Corporation Seniority is lost, or when Foremen - Outside Seniority is lost, or when an

employee is demoted due to discipline or incompetence, or when an employee voluntarily accepts a classification at a lower pay level; provided however, that in the event an employee has accepted a position in a lower classification because his former position has become redundant or because the Corporation has indicated the position may become redundant, the employee shall retain his Class Seniority in the former position.

8.14 Application of Seniority

(a) Application of Skill, Knowledge and Ability

In making appointments, promotions, transfers and demotions, the skill, knowledge and ability of the employees concerned shall be the primary consideration, but where such qualifications are equal, seniority shall be the determining factor.

(b) Application of Class Seniority or Foremen - Outside Seniority

Subject to Clause 6.14(a) an employee may exercise Class Seniority or Foremen - Outside Seniority for any posted competition for positions covered by the Foremen's or Outside Workers' Agreements and may exercise Class Seniority for temporary work in the class which exceeds one month.

(c) Temporary Appointments

The Corporation shall have the right for sixty (60) days immediately after the first notice is posted by it with respect to a new position and/or vacancy to fill the new and/or vacant position on a temporary basis, but the temporary appointment shall expire at the end of the sixty (60) day period or when the new appointment is made, whichever is the earlier.

(d) Emergency Layoffs

- (1) During inclement weather, when construction work must be closed down and there is no immediately available alternative work, the Corporation shall have the right to lay off men from a position class other than labourer without regard to seniority for a period not exceeding five (5) days. Such employees shall have the option of working as labourers.
- (2) Layoff of labourers under this section shall be on the basis of Corporation Seniority.
- (3) Employees assigned to operate equipment from a central pool shall revert to and be reassigned within the pool.

(e) Layoffs

Layoffs for periods exceeding five (5) days shall apply first on the basis of Class Seniority. An employee who has been

laid off may bump a junior employee within the **same** class only in cases where the senior employee is qualified to fill the position occupied by the junior employee. **An** employee laid off from a position class shall revert to the position class previously held provided that such employee is qualified to fill the lower position. In the context of this clause an employee shall be considered qualified, in the case **of** a Driver or Equipment Operator, where the employee **has** been certified through the Corporation Driver/Equipment Operator training program and, in any other case, where the employee has acted in the position class in a satisfactory manner. **An** employee laid off from a position class shall have the option of working as a Labourer based on Corporation Seniority.

(f) Advance Notice of Layoff

Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Corporation, the Corporation shall notify employees, who have acquired seniority rights, and who are to be laid off, at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to **above**, he shall be paid for those days for which work was not made available.

(g) Recall

Employees shall be recalled to positions for which they are qualified, in the order of their seniority, either bargaining unit-wide or by branch or by class as the case may be.

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

(h) Rights of Employees Promoted Out of the Bargaining Unit

In the event of an employee being promoted from a position for which the Union either had bargaining authority at the

time of the promotion or subsequently obtained bargaining authority, to a position whether included in or excluded from the Union contract, and such employee being subsequently laid off or demoted to a position for which the Union has bargaining authority, the Corporation shall have the right to place such employee in the position previously held by him or in any vacant position for which such employee is considered qualified. The employee, if so placed as the result of being laid off or demoted, shall suffer no loss of seniority and such seniority shall be his total length of service with the Corporation.

6.20 Auxiliary Employees

A Seniority Pool will be established for Auxiliary Employees. Access to each Auxiliary Seniority pool will be extended to all Auxiliary Employees as follows:

- (a) As soon as an Auxiliary Employee has worked 1,500 hours within two consecutive calendar years, such employee will gain entry onto the Auxiliary seniority list in his or her jurisdiction, and will be deemed to possess seniority.
- (b) Upon gaining entry onto the Auxiliary seniority list, an employee will be credited with the number of hours worked in any class of positions, and will hold class seniority in any such class accordingly.
- (c) An employee who has gained entry onto the Auxiliary seniority list, will continue to accumulate class seniority in any class in which he or she works in accordance with the number of hours worked in a position within such class.
- (d) An Auxiliary Employee's seniority will be lost as the result of a break in service with the Corporation which exceeds one year,
- (e) Where pay ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the number of hours served by a Regular Full-Time Employee for such eligibility.
- (f) In accordance with the Regional Memorandum of Agreement dated 1978 April 21, the Corporation has determined that Auxiliary class seniority is to be exercised departmentally with the exception of the Parks and Engineering Departments where class seniority is to be exercised within the following Divisions:

Parks

- Administration
- Operations
- Aquatics

- Concessions
- Fine Arts
- Playgrounds and Centres
- Rinks

Engineering

- Administration
- Operations

- (g) In the event of a layoff of Auxiliary Employees within a class, those employees having greatest seniority within the class shall be the last ones laid off.
- (h) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Corporation, the Corporation shall notify Auxiliary Employees, who have acquired seniority rights, and who are to be laid off, at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, he shall be paid for those days for which work was not made available.
- (i) Other than as might be provided for pursuant to the terms of paragraph (g) herein, no Auxiliary Employee shall have the right to bump another employee after having been laid off.
- (j) An Auxiliary Employee having class seniority, and having been laid off, must, if he wishes to be considered for future Auxiliary employment, elect to register himself with the Corporation for future Auxiliary employment in which case he will be given preference in hiring for future vacancies within various classes on the basis of his class seniority.
- (k) Registration for future Auxiliary employment will be made upon a standard form which will be signed and dated by the applicant and which will state the classes within which the applicant would be willing to accept a position. The completed form will be signed and dated by an authorized representative of the Corporation and both the applicant and the Union will be provided with a copy by way of receipt.
- (l) When an Auxiliary Employee who has attained class seniority, who has been laid off and who has registered for future Auxiliary employment, also registers his desire to be taken into consideration for Auxiliary work in a class for which he does not possess class seniority, he shall be taken into consideration for appointment to a position within such new class on the basis of his skills, knowledge and ability, and in any case where there is no registered applicant possessing seniority in the new class in question, and where his skills, knowledge and ability are sufficient so as to render him qualified, then

- (i) if the Auxiliary Employee is the only registered and qualified applicant, he shall be appointed to the said position.
- (ii) if the Auxiliary Employee is one of several registered and qualified applicants, the appointment to the said position shall be based on their relative skills, knowledge and ability, and if their skills, knowledge and ability are considered to be equal, then the registered and qualified applicant possessing the greatest total Auxiliary seniority with the Corporation shall be appointed.

6.30 Seniority Committee

- (a) A Committee, to be known as the Seniority Committee, shall be established consisting of the following persons or their appointees:

President - Civic Union
 Chairman - Foremen's Division
 - Outside Workers' Division
 Municipal Manager
 Director Engineering
 Director Recreation and Cultural Services

- (b) The Seniority Committee shall:
 - (1) **Finally** and conclusively settle all disputes or grievances arising from the application of the seniority provisions of the Foremen's and outside Workers' Division Agreements.
 - (2) **Have** power to extend the time as provided in Clause 6.14(d)(1).

7. CLASSIFICATION AND PAY

7.10 Classification and Evaluation of Positions

The classification, evaluation, reclassification and revaluation of positions covered by this Agreement shall be determined in accordance with the current Classification and Evaluation Agreement made between the Corporation and the Union dated 1979 March 27.

7.20 Rates of Pay and Increment Dates

- (a) The rates of pay for each class shall be as set out in the Schedules attached to this Agreement except for those classes which have been established or revalued subsequent to that date, in which cases the rates of pay shall be effective as of the date of establishment or revaluation. The Union

acknowledges and confirms that, having regard to existing duties and responsibilities as of the date of execution of this Agreement, differences and rates of pay between various positions classified in Schedule "A" hereof are fair and equitable with the exception of any requests for revaluation or reclassification currently unresolved.

- (b) In-service pay adjustments arising from increments, reclassifications, revaluations, and promotions shall commence for the bi-weekly pay period, the first day of which is nearest the calendar date of the pay adjustments.

7.30 Service Pay

The provision for Service Pay shall be in accordance with the terms of Schedule "E" - Service Pay, which is attached to this Agreement and which shall form a part of this Agreement.

7.40 Special Benefit

All Regular Full-Time and Temporary Full-Time Employees who have completed a probationary period of six (6) months of service will receive one and one-half percent (1-1/2%) of the basic monthly salary, which amount shall be added to the basic monthly salary.

- 7.50 In the event that a problem occurs that is not provided for by these provisions, it shall be resolved by mutual agreement of the parties hereto.

7.60 Derivation of Bi-Weekly Rates for Salaried Employees

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

$$\frac{\text{Monthly Rate} \times 12}{26.089 \times \text{bi-weekly hours}} = \text{hourly rate (taken to 2 decimal places)}$$

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

The resultant hourly and bi-weekly rates are the pay rates to which salaried employees are entitled. The monthly salaries shall be calculated to the nearest dollar [e.g. 50¢ or more shall be increased to the next highest dollar and less than 50¢ shall not be counted].

8. VACATIONS

8.1 Annual Vacation Entitlement

Paid annual vacation for Regular Full-Time and Temporary Full-Time Employees shall be allowed as follows:

- (a) Employees leaving the service in **less** than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the "Employment Standards Act".
- (b) In the first (1st) part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of ten (10) working days for each month or portion of a month greater than one-half (1/2) worked by December 31st.
- (c) Fifteen (15) working days of annual vacation during the second (2nd) up to and including the ninth (9th) calendar year of service.
- (d) Twenty (20) working days of annual vacation during the tenth (10th) up to and including the seventeenth (17th) calendar year of service.
- (e) Twenty-five (25) working days of annual vacation during the eighteenth (18th) up to and including the twenty-fifth (25th) calendar year of service.
- (f) Thirty (30) working days of annual vacation during the twenty-sixth (26th) and all subsequent calendar years of service.
- (g) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation pay for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month or portion of a month greater than one-half (1/2) worked to the date of termination, or at that percentage of wages earned during the calendar year set by the "Employment Standards Act", whichever is greater.
- (h) "Calendar year" for the purposes of this Agreement shall mean the twelve (12) month period from January 1st to December 31st inclusive.

8.2 Annual Vacation Deferment

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

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

PROVIDED **HOWEVER** that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 8.2 shall be twenty (20) working days.

8.3 Supplementary vacation Entitlement

Each employee shall be entitled to the following paid vacation [supplementary vacation] in addition to the annual vacation in which he or she is entitled under Clause 8.1:

- (a) Each employee upon commencing his eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service in 1978 or in any subsequent year, shall thereupon become entitled to five (5) working days of supplementary vacation.
- (b) It is understood between the parties that each employee shall become entitled to his or her supplementary vacation under this Clause 8.3 on the first day of January in the year in which he or she qualifies for such supplementary vacation. An employee shall retain his or her supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. [An explanatory note and table is annexed hereto as Schedule "A" for the purposes of clarification].

8.4 Vacation Pay Rates and Adjustments

- (a) All employees other than those entitled to an annual percentage of earnings in lieu of vacation, will be paid their annual vacation pay at their respective regular or classified rates of pay.
- (b) As soon as possible following December 31st in each year, a vacation pay adjustment will be made in a lump sum to all employees other than those entitled to an annual percentage of earnings in lieu of vacation, where such employees' annual basic earnings exclusive of overtime and any other premium payments not normally taken into account in the computation of annual vacation pay exceeded their regular base rate earnings during the year in question. Such cash payments shall reflect the proportionate difference between the actual annual basic earnings and regular base rate earnings applied to the employees' annual vacation pay for the year in question, but shall not be paid in any case where the total amount payable is less than one dollar (\$1.00).
- (c) In all cases of terminations of service for any reason other than as provided for in Clause 8.4(d), or death in service, adjustment will be made for any overpayment of vacation.
- (d) Vacation in the Year of Retirement

Any regular employee:

- (a) who has reached minimum retirement age as defined in the Pension (Municipal) Act and has completed at least ten

(10) years of pensionable service in accordance with and as defined in the said Act; or

(b) whose age and years of service with the Employer total eighty (80) years or more,

shall be entitled to receive full annual vacation on termination of his employment for any reason. All other employees who leave the service shall be entitled to vacation in accordance with the appropriate clauses in this Section.

9. PUBLIC HOLIDAYS

9.10 Regular Full-Time and Temporary Full-Time Employees

9.11 Basic Entitlement

All Regular Full-Time and Temporary Full-Time Employees shall be entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, S.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by Council to be a civic holiday.

PROVIDED THAT:

(a) Day Proclaimed in Lieu of Saturday or Sunday

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

SAVE AND EXCEPT THAT:

No Day Proclaimed in Lieu of Saturday or Sunday

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

- (1) one day's pay at his regular rate of pay, or
- (2) a holiday with pay within the calendar year in which such public holiday falls, on any normal working day which immediately precedes or immediately follows one of the employee's normal rest days or one of the public holidays hereinbefore defined in Clause 9.11.

(b) Termination of Service

In the case of an employee's termination of service for any reason, adjustment will be made for any over-compensation provided under Clause 9.11(a)(2).

(c) Advance Notice

Prior to the posting of any notice advising the employees of their entitlement under Clause 9.11(a) herein, the Corporation will afford the Union an opportunity to discuss the substance of the notice.

9.12 Employees Who Normally Work on Public Holidays

- (a) Subject to clause (b), the following provisions shall apply to the employees hereinafter specified whose duties normally require them to work on public holidays:
 - (i) if an employee whose duties normally require him to work on public holidays is required to work on any public holiday as provided in Clause 9.11 which falls on or is observed on any day from Monday to Friday inclusive, then he shall be paid the regular rate for the holiday and in addition thereto he shall be given compensating time off equivalent to one and one-half (1-1/2) times the number of hours worked on that public holiday:
 - (ii) if such employee is required to work on the day off given to him in lieu of a public holiday, pursuant to the provisions of this clause (a), then in lieu of such holiday he shall be paid his regular pay for the holiday plus double the hourly rate of pay of the employee computed on the basis of his normal working hours for the hours worked on such day off:
 - (iii) time worked on a public holiday or on the day off given to the employee in lieu of a public holiday pursuant to the provisions of this clause (a) shall not be treated as overtime except as provided in Clauses 4.51(a) and (b) [e.g. where an employee covered by this Clause 9.12 whose standard work day is 7 hours, works for 10 consecutive hours on a public holiday or on the day off given to that employee in lieu of a public holiday, that employee shall be paid

time and one-half the standard rate of pay for the eighth and ninth hours of work and double the standard rate of pay for the tenth hour of work].

- (b) Whenever a public holiday defined in Clause 9.11 falls on a Saturday or Sunday and is observed on any day from Monday to Friday, the day on which such holiday is observed shall, for the purposes of those employees referred to in clause (a), be deemed to be a public holiday and if such employees work on the Saturday or Sunday they shall not be entitled to public holiday premium pay for work on either of those days.

Notwithstanding anything contained in Clause 9.11 or Clause (a) prior to the beginning of any calendar year the Corporation and the Union may agree that whenever a public holiday defined in Clause 9.11 falls on a Saturday or Sunday, those employees referred to in clause (a) shall be paid public holiday premium pay for working on the Saturday or Sunday but such employees shall be paid public holiday premium pay only once for the same holiday.

For the purposes of this clause (b) "public holiday premium pay" means the equivalent compensation paid to employees referred to in clause (a) for working on a public holiday defined in Clause 9.11 which falls on or is observed on any day from Monday to Friday.

- (c) An employee [except an employee governed by clause (a)] who is required to work on a public holiday defined in Clause 9.11 which falls on or is observed on any day from Monday to Friday inclusive shall be paid his normal rate for the said holiday plus double the hourly rate of pay of the employee computed on the basis of his normal working hours for the hours worked on the holiday.

9.20 Regular Part-Time and Auxiliary Employees

A public holiday will be treated as a normal working day for all Auxiliary and Regular Part-Time Employees. Thus, an employee who works on a public holiday will be paid at straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.

10. HEALTH AND WELFARE BENEFITS

10.10 Medical Services Plan

Regular Full-Time and Temporary Full-Time Employees shall be entitled to be covered under the Medical Services Plan commencing the first day of the calendar month following the date of employment.

The Corporation shall pay 100% of the premiums required by the plan.

10.20 Dental Services Plan

- (a) Regular Full-Time Employees who have completed the probationary period of six months, as described in Section 2, and Temporary Full-Time Employees who have completed such probationary period and an additional six months' service, shall be entitled to be enrolled in the Dental Services Plan and to be covered effective the first **day** of the calendar month following completion of the required period of service.'
- (b) A spouse, dependent children to age 21, and dependent children over age 21 in full-time attendance at a recognized school or college shall be covered as employee dependents.
- (c) Dental services will be covered in accordance with the plan as follows:
 - Plan "A" - 90% [diagnosis, prevention, surgery, restorations, denture repairs, endodontics and gum treatment]
 - Plan "B" - 60% [crams, bridges and partial or complete dentures]
 - Plan "C" - 50% [orthodontic coverage, 50% of a maximum of \$1,500 per person per lifetime [adults and children] with immediate cover on the effective date and no run-off on termination of the Plan]
- (d) The Corporation shall pay 100% of the premiums required for the plan.

10.30 Extended Health Benefits Plan

- (a) Regular Full-Time Employees and Temporary Full-Time Employees who have completed the probationary period of six months shall be entitled to enroll and to be covered effective the first day of the calendar month following such period.
- (b) A spouse, dependent children to age 21, and dependent children over age 21 in full-time attendance at a recognized school or college, shall be covered as employee dependents.
- (c) The plan shall reimburse employees at the rate of 80% of insured eligible expenses after a deductible of \$25 per family per year.
- (d) The plan shall include eyeglass option [expenses incurred relative to the purchase of lenses and frames, or contact lenses may be claimed up to the amount of \$150.00 per covered person per 24-month period].

- (e) The Corporation shall pay 100% of the premiums required for the plan.

10.40 Benefit Administration

(a) Membership

Regular Full-Time and Temporary Full-Time Employees shall become members of the Burnaby Municipal Benefit Society [hereinafter referred to as the "Society"] after three (3) months of probationary employment, as defined in Clause 2.2, as a condition of remaining and continuing in such employment, and shall be covered for Sick Leave and Death and Disability benefits, as outlined hereinafter in this Agreement.

(b) Administration

The parties agree that the Society shall administer the sick leave, occupational disability, total disability and death benefit plans in accordance with this Agreement and the Constitution and By-laws of the Society.

(c) Certification of Disability

The Corporation or the Society may require an employee to provide written confirmation or certification at any time of the employee's disability or incapacity to work, or continuing incapacity to work and the date when the employee is expected to be able to return to regular duties on a full or part-time basis. Such confirmation may be required in the form of a statement from the employee's physician, the Medical Consultants of the Corporation or the Society, or the Employee Nurse.

(d) Appeals

Any appeals with respect to sick leave benefits shall be presented in writing [on a form to be approved by the Corporation and the Union] to the Directors of the Society. The Directors shall make a final and binding decision on the appeal.

(e) Part-Time Return to Work

Employees who are able to return to their regular duties on a part-time basis shall be considered to be on one absence for the purposes of the plan and shall have a reduction of sick leave entitlement credits, calculated on a pro rata basis.

10.41 Short Term Sickness and Accident Leave (STSA)

- (a) Short Term Sickness and Accident Leave shall mean loss of time from work caused by sickness, accident or disability

for the first two weeks of each sick leave absence [a week shall **mean** 35, 37.5 or 40 hours, i.e. the regular weekly **hours**].

- (b) The rate of benefits for STSA leave shall be **85%** of "after-tax" salary.

Such rate of benefits for STSA leave may be adjusted by the Directors of the Society after **1982 January 01** to achieve regular take-home pay [i.e. "no gain, no loss"] for members of the Society. Applicable employee/Employer benefit contributions will continue, and Superannuation contributions will be **based** on the regular wage or salary rate of the member.

- (c) The rate of benefit, premium, penalties, and incentive for Short Term Sick Leave shall be based on one accounting system for the members of the Society who are covered by the Inside, Outside, Foremen, Library and Museum **Employees' Union Agreements** [hereinafter referred to as the "Local 23 members"] considered as one group separate and apart from all other members of the Benefit Society.
- (d) The members shall pay the Short Term Sick Leave premium, which shall be 2% of regular gross salary. Premium revenue in excess of the annual cost of Short Term Sick Leave shall be refunded to eligible employees by **the** Directors of the Society.

The amount of premium refund shall be up to 50% of the difference between the Short Term Sick Leave premium paid and the Short Term Sick Leave benefit received **by** each member during a calendar year, based on the availability of funds, as determined by the Directors of the Society.

10.42 Occupational Injury Time Loss (WCB)

- (a) Members as defined in Clause **10.40(a)** will continue to receive the equivalent of regular take-home pay and applicable benefits during time loss due to occupational injury, subject to clause (c) hereof.
- (b) The Corporation will pay the first day or part day of time loss due to an occupational injury at regular gross pay.
- (c) Time loss from the second day onwards will be paid in an amount which will achieve the member's regular after-tax "take-home" pay, as follows:
- (1) a tax-free amount from the STSA fund of the Society equivalent to the amount payable **by** WCB to the employee. WCB payments shall be assigned **by** the member to the Society.

- (2) a taxable supplement, payable by the Corporation which, when added to the amount calculated in Clause 10.42(c) (1), will achieve the member's regular take-home pay.
- (3) during the period of disability, applicable Employer/employee benefit contributions will continue to be made by the Employer/employee, and Superannuation contributions will be based on the regular wage or salary rate of the member.
- (4) should WCB not accept a member's claim, then the total time loss period shall be treated retroactively as a sickness and the provisions of Clauses 10.41 and 10.43 shall apply with appropriate adjustments being made in payments made to the member.

10.43 Long Term Sick Leave

- (a) Long Term Sick Leave shall mean loss of time from work caused by sickness or disability commencing with the third week of continuous absence, to a maximum of 57 weeks, based on the following sick leave benefit entitlement.
- (b) Members of the Society shall earn Long Term Sick Leave credits as follows:
 - (1) An initial credit of 15 weeks after three months probationary employment. Such initial credit will be reinstated in full after a member has returned to work for a continuous period of one month.
 - (2) An additional accumulation or accrual of six weeks credit for each calendar year of probationary and permanent service to a maximum additional credit of 52 weeks.
- (c) Members on Long Term Sick Leave may draw on their earned credits as described above until all Long Term Sick Leave credits and any other paid time credits are used, at which point the Corporation will allow such member leave of absence without pay for one month. Separation will occur at the end of that time unless application for further leave of absence without pay is applied for, and approved by the Corporation. Applicable benefit premiums shall be paid by the Corporation until the end of the month following termination of Long Term Sick Leave benefits.
- (d) The benefit rate for Long Term Sick Leave shall be 85% of regular gross salary.
- (e) The Employer/employee portion of U.I.C. rebates or reductions related to the Long Term Sick Leave Benefit Plan shall be utilized to pay for Long Term Sick Leave benefits. The balance of the cost shall be paid by the Corporation.

10.44 Disabled Employees

The Corporation and the Union recognize that certain employees who are physically disabled are unable to continue in their regular position. Such employees may be able to work on a part-time or full-time basis in light work positions.

The Corporation and the Union encourage a cooperative effort between Management and Union representatives and the Burnaby Municipal Benefit Society and have agreed to form a committee to review the cases of such employees.

The four-member committee shall consist of the Personnel Director, the Department Head of the Department in which the affected employee is currently employed, the President - Local 23, and the Chairman of the Union Division in which the affected employee is currently a **member**, or their designates; and any decisions of the committee must be unanimous.

The committee may decide that a disabled employee be placed in a light duty position, as agreed to by the committee; however, any resulting increase in staff budget costs is subject to the approval of the Municipal Manager.

10.45 Total and Permanent Disability(a) Qualification and Payment

If evidence satisfactory to the Directors of the Society is received that any member has become totally and permanently disabled by accident, injury or disease, so that he will be permanently, continuously and wholly prevented thereby from performing any work for compensation or profit, then, providing the member has been a member of the Society for a period of one year, such member shall be entitled to a total disability benefit, which, when combined with any compensation [other than an employee's privately purchased insurance] such as time loss payment under Workers' Compensation, any disability pension benefits pursuant to the Canada Pension Plan, or any periodic payments related to the disability under a "no fault" automobile insurance policy, will achieve a benefit calculated as follows:

67% of the regular salary rate at the time of disability, such rate of benefit to be indexed annually in accordance with annual general wage increases, but in any event shall not exceed a maximum benefit of \$2,500 per month.

(b) The parties agree that application shall be made to the Superannuation Commissioner for approval of the Total and Permanent Disability Plan whereby the period of disability will be considered as "service" and will be approved for purposes of an indexed pension at maximum retirement age.

- (c) The benefit shall be continued during the period of total disability from year to year until the maximum retirement age of the employee pursuant to the Pension (Municipal) Act.
- (d) The balance of funds on hand in the previous Medium Term Sick Leave Plan at the date this Agreement comes into effect shall be placed in reserve and the interest earnings therefrom shall be used to pay for Long Term Total Disability Benefits. The balance of the cost of Long Term Total Disability shall be paid 100% by the Corporation and, in addition, the Corporation will continue to pay the required premiums for the S.C. Medical Plan, Dental Plan, Extended Health Benefits and Group Life Plan (\$25,000) during the period of disability.

10.46 Death Benefit Plan

- (a) Regular Full-Time Employees and Temporary Full-Time Employees who have completed six months' probationary employment shall be entitled to a death benefit as follows:

A member who is in receipt of the Long Term Total Disability Benefit referred to under Clause 10.45 shall continue to have the basic amount of death benefit of \$25,000, as set out in part (b) hereof.

- (b) Effective 1986 September 04, the basic amount of death benefit shall be \$25,000 to age 65 or retirement, whichever is earlier. A supplemental benefit of \$25,000 shall be provided for those members with a spouse, or with dependent children to age 21, or with any other person who is a dependent pursuant to the Income Tax Act. The supplemental benefit shall also continue until age 65 or the retirement of the member, whichever is the earlier.

The spouse shall mean a legally married husband or wife, or a common-law spouse with whom the member has been co-habiting for a minimum period of two years.

- (c) Effective 1986 September 04, at retirement on Superannuation or at age 65, whichever is earlier, an employee shall receive a \$500 cash payout.
- (d) The Corporation shall pay 100% of the cost of the Death Benefit Plan.

10.47 Optional Additional Death Benefit

The parties will ask the Society to make the following optional insurance plan available to its members through an Insurance Carrier:

- (a) Death Benefit in units of \$10,000 to a maximum of \$100,000 on any one life.

- (b) Monthly premiums and bi-weekly payroll deductions per \$10,000 of coverage are as follows:

<u>Age</u>	<u>Monthly Premiums Per \$10,000</u>	<u>Bi-weekly Payroll Deduction Per \$10,000</u>
Under 40	\$ 1.70	\$.78
40 to 49	3.00	1.38
50 to 54	6.00	2.76
55 to 59	10.50	4.83
60 to 64	16.00	7.36

and to be paid by the member.

- (c) Evidence of insurability to require a short form questionnaire. No medical examination will be required and the applicant will either be accepted or rejected at the time of application.
- (d) No percentage participation required of the group.
- (e) An exclusion will be a two year suicide clause.
- (f) Spouse cover will be available whether or not the member participates, on the same terms as for the member.
- (g) Premium payment will be made available through payroll deduction.
- (h) There shall be a conversion privilege pursuant to the Plan.

10.50 Benefits During Layoff

Temporary Full-Time and Regular Full-Time Employees who have gained seniority rights and who are laid off from employment due to lack of work shall be entitled to leave without pay status until the end of the calendar month following the month during which layoff occurs, for purpose of continuing coverage under the Health and Welfare Benefit plans on which they have been enrolled, e.g., S.C. Medical, Extended Health, Dental Plan, Death Benefit Plan, Long Term Total Disability Plan, and Optional Additional Death Benefit coverage.

The Corporation agrees to ensure that such leave without pay status and benefit coverage continues in effect at the employee's cost during such period, provided that such cost is paid in advance by or recovered from the employee concerned.

10.51 Benefits During Strike or Lock-Out

In the event of a strike or lock-out, the Corporation agrees to continue payment of applicable benefit premiums of the Local 23 members for the S.C. Medical Plan, Extended Health Benefit Plan,

Dental Plan, Death Benefit Plan, Long Term Total Disability Plan and Optional Additional Death Benefit premiums during the strike or lock-out and the Union agrees to reimburse the Corporation for 100% of such premium costs.

For the purposes of Clauses 10.50 and 10.51 and for the calendar year 1979 only, the Death Benefit premium shall be 25 cents per month per \$1,000 of coverage and the Long Term Total Disability premium shall be 0.7% of salary. After the calendar year 1979 such premium rates shall be based on the previous year's premium experience.

10.60 Benefits for Regular Part-Time and Auxiliary Employees

- (a) Auxiliary Employees **shall** be paid an amount [hereinafter called "the Employee benefit compensation"] equal to 10% of their regular earnings in lieu of all employee benefits, including those providing time off with pay, such as compassionate leave [hereinafter called "employee benefits"] set forth in Clauses 8 Vacations, 9 public. Holidays, 10 Health and Welfare Benefits and 11.3 Compassionate Leave Regulations and Procedure, of this Agreement, provided however that the employee benefit compensation of those Auxiliary Employees who have gained entry onto the auxiliary seniority list shall be increased to 14% of their regular earnings.
- (b) Regular Part-Time Employees who have worked at least 913 hours, and regularly work at least 20 hours each week shall be given the option of receiving employee benefits or being paid an amount equal to 14% of their regular earnings in lieu of employee benefits. Eligible Regular Part-Time Employees shall be entitled to the benefits set forth in paragraph (c) not withstanding their election to be paid a percentage of regular earnings in lieu of employee benefits. **An** eligible Regular Part-Time Employee who has exercised his option shall have no further right to exercise that option.

A Regular Part-Time Employee who elects to receive employee benefits shall be provided with benefits as follows:

- (1) Compensation for vacation and public holidays to be calculated at 10% of earnings and added to regular pay.
- (2) Short Term and Long Term Sick Leave, and Total Disability Benefits per Clauses 10.41, 10.43 and 10.45 to be **based** on the percentage that the hours worked bears to full-time scheduled hours, subject to paragraph (3) hereof.
- (3) In the event of absence due to occupational injuries, Clause 10.42 shall apply.

- (4) Premiums payable by employees for Short Term Sick Leave shall be based on the calculation outlined in paragraph (2) and the Corporation shall pay the full cost of Long Term Sick Leave and Total Disability Benefits,
 - (5) The Corporation shall pay 100% of the premium costs of the Dental Plan, Extended Health Benefits and Group Life Insurance.
 - (6) The employee shall pay 100% of the premium cost of the Medical Services Plan, if applicable.
- (c) Regular Part-Time Employees who have worked at least 913 hours shall be entitled on a pro-rated basis to the same benefits as Regular Full-Time Employees are entitled to, namely: Compassionate Leave, Maternity Leave, Adoption Leave, Court Attendance and Jury Duty; provided however that if a Regular Part-Time Employee has elected to be paid an amount equal to 14% of regular earnings in lieu of employee benefits he shall not be paid 14% of regular earnings when on unpaid leave of absence.
 - (d) Regular Part-Time Employees who have worked less than 913 hours shall be paid an amount equal to 10% of their regular earnings in lieu of employee benefits and Regular Part-Time Employees who have worked at least 913 hours but have not elected to receive employee benefits shall be entitled to receive an amount equal to 14% of regular earnings in lieu of employee benefits. Eligible Regular Part-Time Employees shall be entitled to the benefits set forth in paragraph (c) hereof notwithstanding their election to be paid a percentage of regular earnings in lieu of employee benefits.
 - (e) Effective 1986 July 01, the ten percent (10%) in lieu of benefits shall be increased to twelve percent (12%). Effective 1987 January 01, the fourteen percent (14%) in lieu of benefits shall be increased to sixteen (16%).

10.70 Continuation of Pension Contributions

Effective 1986 September 04, the Corporation and the Union agree that where, due to a layoff, a full-time employee has had his hours of work reduced and his employment status changed, the employee may, at his option, continue to contribute to the Municipal Superannuation Plan. Contributions made by the Corporation and the employee shall be made on the basis of the new hours worked and are subject to the requirements of the Pension (Municipal) Act.

11. LEAVE OF ABSENCE

11.1 Absence from Duty of Union Officials

- (a) All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere

with the operation of the Corporation. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the **same** day.

- (b) With respect to any leave of absence granted without pay, the Corporation shall continue to pay each representative's regular wage or salary and shall render an account to the Union **for** such amount, including the Corporation's contribution on behalf of each such representative for group life insurance coverage, medical coverage, sickness and accident insurance coverage and Municipal Superannuation. The Union shall reimburse the Corporation to the amount of the account rendered within sixty (60) days.
- (c) Upon application to, and upon receiving the permission of the Personnel Director in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Corporation or for the purpose of settling a grievance as outlined elsewhere in this Agreement. Not more than three such official representatives shall be granted leave of absence without loss of pay for the time **so** spent. Further official representatives may be granted leave of absence without pay.
- (d) Upon application to, and upon receiving the permission of the Personnel Director in each specific case, official representatives of the Union shall be granted leave of absence without pay for **the** purpose of attending the national and B.C. divisional conventions of the C.U.P.E., the annual convention of the B.C. Federation of Labour and the biennial convention of the Canadian Labour Congress.
- (e) Upon application to, and upon receiving the permission of the Personnel Director in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.
- (f) The Corporation agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing his duties as an officer of the Union shall not lose his seniority in the service of the Corporation and shall continue to accumulate seniority while he is performing such duties. Upon retirement from his duties **as** an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which his former position **was** allocated and for which he is qualified if any position within such class is held by an employee with less seniority than his **own**. If all of the positions within such class are held by employees with more seniority than his own or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which he is qualified.

- (g) The Corporation agrees that any employee who might be elected or appointed to a full-time position with the Canadian union of Public Employees, the New Westminster District Labour Council, the B.C. Federation of Labour or the Canadian Labour Congress shall be granted leave of absence without pay and shall not lose his seniority in the service of the Corporation while on such leave of absence. Upon termination of such period of office, such an employee may return to the first vacant position for which he is qualified in the service of the Corporation.
- (h) The Union shall provide the Corporation with a list of its elected officers, job stewards and any other official representatives. This list shall be kept current by the Union at all times.

11.2 Leave of Absence Without Pay for Adoption of a Child

If an employee requests leave of absence without pay for the **purpose** of attending to his adoption of a child, such employee may make application to the Personnel Director for the required leave, and leave of absence without pay to a maximum of four months **shall** not be unreasonably withheld. **An** employee who **has** been granted such leave may apply to the Personnel Director for an extension thereof up to an additional two (2) months.

When the adoption leave is taken, the employee must prepay to the Corporation the total cost of premiums for benefits to which the employee is entitled for the period of the leave. **An** adoption leave will not be considered as service for the **purposes** of earning vacation, public holidays, sick leave or increments.

11.3 Compassionate Leave - Regulations and Procedure

- (a) **Any** employee who has completed six (6) months of employment, may be granted compassionate leave without loss of pay for a period not to exceed three (3) working days in the following events:
- (i) in **the** case of the death of the employee's wife, husband, child, **ward**, brother, sister, parent, guardian or common-law spouse;
 - (ii) in the case of the death of any other relative if living in the employee's household; or
 - (iii) in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or a grandparent of the employee.
- (b) Any employee who qualifies for compassionate leave Without loss of pay under paragraph (a) herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point

outside the Lower Mainland of British Columbia [defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District] may be granted additional leave without loss of pay for a further period of two (2) working days.

- (c) Requests for leave under paragraphs (a) and (b) herein shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for compassionate leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation if approved by his Department Head. An employee who is absent on sick leave with or without pay or is absent on Workers' Compensation, shall not be entitled to such compassionate leave without loss of pay.
- (e) Upon application to, and upon receiving permission of the Department Head, an employee may be granted leave of up to one-half (1/2) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by paragraph (a) herein.
- (f) An application shall be completed and forwarded through supervisor and Department Head to Treasury.

11.4 Jury and Witness Duty

Effective 1986 September 04:

- (a) Regular Full-Time Employees or Temporary Full-Time Employees who are called for Jury Duty or subpoenaed as a Crown Witness shall be given time off work during the period of such duty. The employee shall suffer no loss of his regular rate of pay for the time so spent and any remuneration received by the employee for such duty shall be remitted to the Corporation.
- (b) Any costs related to the Court appearance (such as transportation, parking and meals) shall remain the responsibility of the employee. Employees are not required to remit to the Corporation, allowances they receive from the Court for travelling, meals or related expenses.
- (c) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (d) Employees granted leave of absence under this Clause shall not lose any seniority or benefits as provided under the Collective Agreement.

12. TECHNOLOGICAL CHANGE

Technological change shall be subject to the provisions of Schedule "G" attached hereto and forming a part of this Agreement.

13. CHANGES AFFECTING THE AGREEMENT

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

14. LABOUR MANAGEMENT COMMITTEE

(a) A Labour Management Committee shall be established with the following principal objectives:

- (1) To develop and maintain a continuous effective channel of labour management communication.
- (2) To provide a means whereby the Corporation can keep the union and employees informed of proposed organizational and technological changes.
- (3) To consider and make recommendations to resolve the effects of any proposed changes on individual employees.
- (4) To consider and make recommendations to resolve matters affecting job security or the safety, health and well-being of employees on the job.
- (5) To consider and make recommendations with respect to the training and development of employees on the job.
- (6) To encourage employee and Union suggestions.

(b) Members

The Committee shall be composed of eight (8) members, four (4) to be appointed by the Corporation and four (4) to be appointed by the Union.

14.10 Occupational Health and Safety

Effective 1986 September 04, an Occupational Health and Safety Committee shall be established consisting of up to six (6) repre-

representatives of the Corporation and six (6) Union-appointed representatives. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the municipal Manager.

15. GRIEVANCE PROCEDURE

15.1 Definition

A grievance shall mean any difference concerning the interpretation, application or operation of this Agreement, or any grievance concerning any alleged violation of this Agreement, or any difference concerning the suspension, discipline or dismissal of an employee, but shall not include an appeal with respect to sick leave benefits provided by the Burnaby Municipal Benefit Society.

15.2 Procedure

An employee and his immediate Supervisor shall attempt to resolve a potential grievance as defined in Clause 15.1 before it is submitted to the formal grievance procedure outlined below. However, if the **employee** and Supervisor are unable to resolve such potential grievance, it shall be finally and conclusively settled without stoppage of work by the following steps:

Step 1

The employee shall formally take up the grievance with the Supervisor from **whose** decision it arose within four (4) working days of the grievance arising.

Step 2

If the employee wishes to pursue the grievance further he shall, within two (2) working days of having taken the grievance up with the Supervisor in Step 1, present such grievance in writing, on a form to be approved by the Corporation and the Union, to the Department Head. The Department Head will provide a reply to the **employee** in writing within two (2) working days of receipt of the grievance.

Step 3

- (a) If, having received a reply from the Department Head, the employee wishes to pursue the grievance further, he shall, within two (2) working days of receiving said reply, forward the completed grievance form to the Office of the municipal Manager. The Manager's Office shall refer the grievance to a Grievance Sub-Committee within one (1) working day.
- (b) The Grievance Sub-Committee shall consist of an appointee of the Union **and** an appointee of the Municipal Manager.

- (c) The Grievance Subcommittee shall have the right to jointly investigate all aspects of the grievance and to interview the Aggrieved, the Supervisor, the Department Head and any other person who may have knowledge of the circumstances of the grievance.
- (d) The Grievance Sub-Committee shall, within five (5) working days from the time of receiving the grievance, communicate in writing any mutually agreed findings and recommendations as to the definition and resolution of the grievance, or its failure to agree, to the Aggrieved and the Department Head involved, the Municipal Manager, the President of the Union and the Personnel Director.
- (e) Either member of the Grievance Sub-Committee may, within five (5) working days of the time of receiving the grievance, bypass Step 4 of this Grievance Procedure and refer the grievance to a Board of Arbitration of three persons as referred to in Step 5 of this Procedure.

Step 4

- (a) Either member of the Grievance Subcommittee may request the convening of a Joint Grievance Committee to hear the grievance.
- (b) The Joint Grievance Committee shall be comprised of two appointees of the Municipal Manager, one of whom shall be Chairman, and two appointees of the Union.
- (c) The Joint Grievance Committee shall consider the grievance and shall forward a statement of a unanimous, majority or tie vote decision, within five (5) working days of the date the grievance was received by the Municipal Manager.
- (d) A unanimous or majority decision of the Joint Grievance Committee shall be binding on the Corporation, the Union and the Aggrieved.

Step 5

- (a) In the event the Joint Grievance Committee is unable to reach a unanimous or majority decision, or in the event of a request from either member of the Grievance Subcommittee as referred to in Step 3, the Corporation or the Union may submit the grievance to a Board of Arbitration of three (3) persons, one of whom shall be appointed by the Municipal Manager and one by the Union. Such appointment shall be made within five (5) working days of the failure of the Joint Grievance Committee to reach a decision, or of the receipt of a request from either member of the Grievance Sub-Committee, as referred to in Step 3. The third member shall be appointed within five (5) working days by the two members so appointed, and shall be Chairman.


- (b) Should the members appointed by the parties fail to agree on a Chairman within the said five (5) working days the said Chairman shall be appointed by the Minister of Labour of the Province of British Columbia.
- (c) Where under Section 15 an Arbitration Board finds that an employee has been dismissed, suspended or otherwise disciplined for other than proper cause, such Arbitration Board may:
- (1) direct the Corporation to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal, suspension, or other discipline, or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable; or
 - (2) make such other order as it considers fair and reasonable, having regard to the terms of this Agreement.
- (d) The majority decision of the Board shall be final and binding on both parties and each party shall bear the expense of their arbitrator and pay one-half of the expenses of the Chairman. The Board shall finally settle such difference or grievance and communicate its decision within fourteen (14) calendar days after the appointment of the Chairman.
- 15.3 The stipulated time mentioned in Steps 2, 3, 4 and 5 may be extended by mutual consent of the appointee of the Union and the appointee of the Municipal Manager.
- 15.4 The Corporation or the Union shall have the same rights of grievance with respect to the matters set out in Clause 15.1 and the procedures to be applied as set out in Steps 2, 3, 4 and 5 of the Grievance Procedure.

16. RESIDUAL ITEMS

The Schedules attached hereto and marked with the letters "I", "J" and "K" shall form a part of this Agreement.

IN WITNESS WHEREOF the Corporation ~~has~~ caused these presents to be sealed with its Corporate Seal and signed by its proper officials on its behalf, and the union ~~has~~ caused these presents to be executed under the hands of its proper officers duly authorized in that behalf as of the day and year first *above* written.

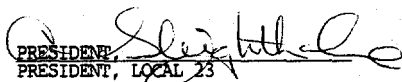
THE CORPORATION OF THE DISTRICT
BURNABY:

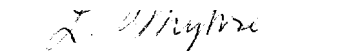

MAYOR


CLERK

CANADIAN UNION OF PUBLIC OF
EMPLOYEES, LOCAL 23 (Burnaby
Civic Employees) on behalf of
its FOREMEN'S DIVISION:


CHAIRMAN, FOREMEN'S DIVISION,
LOCAL 23


PRESIDENT,
PRESIDENT, LOCAL 23


SECRETARY, LOCAL 23

THE CORPORATION OF THE DISTRICT OF BURNABY
SCHEDULE "A" - FOREMEN'S DIVISION - 1986-1987

Class Title	Schedule "A" Note	Pay Grade	Salary Rate Per Month/Hour 1986 January 01
Assistant Coordinator—Parks Custodial Services	A	22	\$ x -2335*-2441-2550-2663
Assistant Foreman 1—Parks	B	19	x - x -2138-2234-2335
Assistant Foreman—Concrete		21	x - x -2335-2441-2550
Coordinator—Parks Custodial Serv.	A	23	x - x -2550-2663-2785
Equipment Foreman—Parks Maint.		24	x - x -2663-2785-2911
			x - * - - -
Foreman—Golf Course	A	22	x -2335 -2441-2550-2663
Foreman—Sanitation	C	24	x - x -2663-2785-2911
Foreman 1—Grounds Maintenance		22	x - x -2441-2550-2663
Foreman 1—Parks Development	B	22	x - x -2441-2550-2663
Foreman 1 (Roads and Drainage)		24	x - x -2663-2785-2911
Foreman 1 (Sewers)		22	x -2335*-2441-2550-2663
(Waterworks)		22	x -2335*-2441-2550-2663
Foreman 2—Grounds Maintenance		27	x - x -3041-3178-3321
Foreman 2—Parks Development		24	x - x -2663-2785-2911
Foreman 2 (Sewers)		24	x -2550*-2663-2785-2911
(Water Maintenance)		24	x -2550*-2663-2785-2911
Foreman 3—Sewers		26	x - x -2911-3041-3178
Foreman 3—Waterworks		26	x - x -2911-3041-3178
Golf Course Superintendent	A	26	x -2785 -2911-3041-3178
Horticultural Foreman		27.5	x -2986*-3097-3237-3403
Storekeeper		24	2441-2550 -2663-2785-2911
Sub-Foreman—sewer Maintenance		-	13.28 per hour
Subroceman—Trades (Garage)		-	16.71 per hour
(Horticulture)		-	16.71 per hour
Sub-Foreman—Waterworks Maintenance		-	13.28 per hour
Supervisor—Shop Stores		26	2663-2785 -2911-3041-3178
Trades Foreman 1 (Carpentry & Plumbing)		26.5	x -2856*-2986-3097-3237
(Garage)		26.5	x -2856*-2986-3097-3237
(Painting & Auto Body Repair)		26.5	x -2856*-2986-3097-3237
Trades Foreman 2 (Garage, Machining, Welding & minor Equipment Repair)		28.5	x -3097*-3237-3403-3555

*Acting Rate

SCHEDULE "A" (cont'd)

Page 2

<u>Class Title</u>	<u>Schedule "B" Note</u>	<u>Pay Grade</u>	<u>salary Rate Per Month/Hour</u> <u>1987 January 01</u>
Assistant Coordinator—Parks Custodial Services		22	\$ x -2385*-2493-2605-2720
Assistant Foreman 1—Parks	B	19	x - x -2184-2282-2385
Assistant Foreman—Concrete		21	x - x -2385-2493-2605
Coordinator—Parks Custodial Serv. Equipment Foreman—Parks Maint.		23	x - x -2605-2720-2845
Foreman—Concrete		24	x - x -2720-2845-2974
Foreman—Golf Course	A	22	x -2605*-2720-2845-2974
Foreman—Sanitation	C	24	x - x -2720-2845-2974
Foreman 1—Grounds Maintenance		22	x - x -2493-2605-2720
Foreman 1—Parks Development	B	22	x - x -2493-2605-2720
Foreman 1 (Roads and Drainage)		24	x - x -2720-2845-2974
Foreman 1 (Sewers) (Waterworks)		22	x -2385*-2493-2605-2720
Foreman 2—Grounds Maintenance		27	x - x -3106-3246-3392
Foreman 2—Parks Development		24	x - x -2720-2845-2974
Foreman 2 (Sewers) (Water Maintenance)		24	x -2605*-2720-2845-2974
Foreman 3—Sewers		26	x - x -2974-3106-3246
Foreman 3—Waterworks		26	x - x -2974-3106-3246
Golf Course Superintendent	A	26	x -2845 -2974-3106-3246
Horticultural Foreman		27.5	x -3050*-3164-3307-3476
Storekeeper		24	2493-2605 -2720-2845-2974
Sub-Foreman—Sewer Maintenance		-	13.57 per hour
Sub-Foreman—Trades (Garage) (Horticulture)		-	17.07 per hour
Sub-Foreman—Waterworks Maintenance		-	13.57 per hour
Supervisor—Shop Stores		26	2720-2845 -2974-3106-3246
Trades Foreman 1 (Carpentry & Plumbing)		26.5	x -2917*-3050-3164-3307
(Garage) (Painting & Auto Body Repair)		26.5	x -2917*-3050-3164-3307
Trades Foreman 2 (Garage, Machining, Welding & Minor Equipment Repair)		28.5	x -3164*-3307-3476-3631

*Acting Rate

FOREMEN CONVERSION SCHEDULE--1986

<u>Monthly</u>	<u>Basic Pay</u>			<u>Basic Pay + 1-1/2%</u>	
	<u>Bi-weekly</u>	<u>Hourly</u>		<u>Bi-weekly</u>	<u>Hourly</u>
2138	983.20	12.29		998.40	12.48
2234	1027.20	12.84		1043.20	13.04
2310	1062.40	13.28		1078.40	13.48
2335	1074.40	13.43		1090.40	13.63
2441	1122.40	14.03		1140.00	14.25
2550	1172.80	14.66		1190.40	14.88
2663	1224.80	15.31		1243.20	15.54
2746	1263.20	15.79		1282.40	16.03
2785	1280.80	16.01		1300.00	16.25
2856	1313.60	16.42		1333.60	16.67
2906	1336.80	16.71		1356.80	16.96
2911	1339.20	16.74		1359.20	16.99
2986	1373.60	17.17		1394.40	17.43
3041	1398.40	17.48		1420.00	17.75
3097	1424.80	17.81		1445.60	18.07
3178	1461.60	18.27		1484.00	18.55
3237	1488.80	18.61		1511.20	18.89
3321	1527.20	19.09		1550.40	19.38
3403	1565.60	19.57		1588.80	19.86
3555	1635.20	20.44		1660.00	20.75

FOREMEN CONVERSION SCHEDULE--1987

Monthly	Basic Pay		Monthly	Basic Pay + 1-1/2%	
	Bi-weekly	Hourly		Bi-weekly	Hourly
2184	1004.80	12.56	1020.00	12.75	
2282	1049.60	13.12	1065.60	13.32	
2360	1085.60	13.57	1101.60	13.77	
2385	1096.80	13.71	1113.60	13.92	
2493	1146.40	14.33	1164.00	14.55	
2605	1198.40	14.98	1216.00	15.20	
2720	1251.20	15.64	1269.60	15.87	
2805	1290.40	16.13	1309.60	16.37	
2845	1308.80	16.36	1328.00	16.60	
2917	1341.60	16.77	1361.60	17.02	
2969	1365.60	17.07	1386.40	17.33	
2974	1368.00	17.10	1388.80	17.36	
3050	1403.20	17.54	1424.00	17.80	
3106	1428.80	17.86	1450.40	18.13	
3164	1455.20	18.19	1476.80	18.46	
3246	1492.80	18.66	1515.20	18.94	
3307	1520.80	19.01	1544.00	19.30	
3392	1560.00	19.50	1584.00	19.80	
3476	1599.20	19.99	1623.20	20.29	
3631	1670.40	20.88	1695.20	21.19	

THE CORPORATION OF THE DISTRICT OF BURNABY

SCHEDULE "B" - FOREMEN'S DIVISION - 1986-1987

- A. Position classes or positions based on a forty (40) hour week which shall work a non-scheduled work day mutually agreed by the parties, with shift differential.
- B. Position classes or positions assigned to be "on-call" during evenings or weekends shall be paid as follows:
- (1) \$2.00 for each consecutive eight (8) hours or part thereof for time "on-call" as required and approved by the Superintendent; and
 - (2) If called out to attend a situation, such work time, including travelling time to and from the place of residence, and including all telephone work on the day called out, will be paid at overtime rates with a minimum credit of two (2) hours.
 - (3) Overtime rates will be paid for actual telephone work time during a day when "callout" does not occur.
- C. For — • Sanitation: Working conditions set forth in Schedule "C" and "D" apply, where applicable.
- D. An employee will receive a pay increase of at least one pay Step when he is temporarily required to accept the responsibilities and carry out the duties of a position class senior to that which he normally holds. If this pay increase is to be the acting pay rate marked *, he shall be advanced to the next pay step after six months of continuous acting service.
- E. Annual increments for all classes.

THE CORPORATION OF THE DISTRICT OF BURNABY
SCHEDULE "C" - FOREMEN'S DIVISION - 1986-1987

MEMORANDUM OF AGREEMENT BETWEEN
 THE CORPORATION OF THE DISTRICT OF BURNABY
 AND THE
 CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23
 ON BEHALF OF ITS OUTSIDE WORKERS' DIVISION

IN CONNECTION WITH THE IMPLEMENTATION AND CONTINUED OPERATION OF
 CONTAINER REFUSE COLLECTION SERVICE TO STRATA TITLE AND CO-OPERATIVE
 PROPERTIES

WHEREAS the Municipal Council **has** decided that Municipal forces shall enter into the field of providing container refuse collection service to Strata Title and co-operative properties **by** acquiring the **necessary** equipment; and

WHEREAS it appears that it will not be possible to provide this service without the need of overtime unless a work week with flexible hours, or a flexible work week, is instituted; and

WHEREAS the present Agreement between the Union and the Corporation does not make provision for such a system, and it indeed prohibits such a system without the payment of overtime; and

NOTWITHSTANDING the provisions of Clause 5 - working Conditions, in the present Union Agreement, the parties agree **as** follows:

1. The Corporation agrees to lay out the routes involved in the provision of this service such that the service is efficient and meets the **needs** of the customers at the least cost, but overtime will be paid for any hours of work over the standard negotiated hours per **week**.
2. The Corporation further agrees that it will communicate with the Union in an agreed-upon fashion, the decisions made with respect to routing, and will consider the Union's representations **made** if the Union is not prepared to accept the Corporation's position.
3. The union agrees that it will co-operate with the Corporation in working out a flexible work week with two consecutive days off, or flexible hours in a work week, if there is no other way to provide the service within the confines of the present Union Agreement without the payment of overtime.
4. The Corporation and Union agree that this Agreement shall become an Amendment to the present Union Agreement and will be included in the 1986/1987 Outside Division Agreement.

SCHEDULE "C" (cont'd)

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5. The Corporation and the Union further agree that in the event of a disagreement over the implementation of certain hours, **the** hours nevertheless will be implemented to insure no interruption of **service**, and the grievance procedure will be used to determine the reasonableness of these hours. If it is found that the change is unreasonable, the Corporation and union will change the hours **so** it will be fair and reasonable for the employees and operationally feasible for the container service.
6. **The** Corporation and Union agree that this Memorandum shall apply solely to **the** provision of container **refuse** service.

WE AGREE TO RECOMMEND THE ABOVE TO THE MUNICIPAL COUNCIL AND THE UNION MEMBERSHIP INVOLVED.

"Melvin J. Shelley"

 MUNICIPAL MANAGER

"Owen Dykstra"

 PRESIDENT, CANADIAN UNION OF
 PUBLIC EMPLOYEES, LOCAL 23

"E. E. Olson"

 DIRECTOR ENGINEERING

"T. Ursulak"

 CHAIRMAN, OUTSIDE DIVISION,
 LOCAL 23

"W.M. ROSS"

 ASST. DIRECTOR ENGINEERING

"T. L. Alexander"

 SECRETARY, CANADIAN UNION OF
 PUBLIC EMPLOYEES, LOCAL 23

"G.C. Mullis"

 GENERAL SUPERINTENDENT

76.05.05

 DATED

THE CORPORATION OF THE DISTRICT OF BURNABY
SCHEDULE "D" - FOREMEN'S DIVISION - 1986-1987

MEMORANDUM OF AGREEMENT

Re: REFINEMENTS IN THE OPERATION OF THE RESIDENTIAL AND COMMERCIAL
 REFUSE COLLECTION SERVICES

THIS AGREEMENT made and entered into 1977 January 27.

BETWEEN: THE CORPORATION OF THE DISTRICT OF BURNABY
 (hereinafter called the "Corporation")

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 23
 (hereinafter called the "Union") on behalf of its Outside
 Workers' Division

WHEREAS the Corporation and the Union desire that the residential and commercial refuse collection services be conducted in the most efficient and economical manner possible;

AND WHEREAS they wish to co-operate in the development of a practical operational plan that is acceptable to both parties;

AND WHEREAS it has been decided that a task system approach and a partial incentive system be introduced to meet the aforementioned objectives;

AND WHEREAS the Collective Agreements between the parties do not provide for these systems;

THEREFORE, the undersigned bargaining representatives acting on behalf of the Corporation and the undersigned bargaining representatives acting on behalf of the Union agree to recommend to the Municipal Council and to the Union membership respectively that the 1975-1976 Collective Agreement shall be amended effective the date of ratification by the parties, by the addition of this Memorandum of Agreement as a Schedule appended to and forming a part of the said Collective Agreement in the following terms:

1. The term of this Agreement and conditions for revision shall be in accordance with Clause 1.1 - **Expiry** Clause of the Collective Agreement between the Corporation of the District of Burnaby and the Canadian Union of Public Employees, Local 23, on behalf of its Outside Workers' Division.
2. All of the provisions of the Collective Agreement shall apply except as specifically varied **by** the terms of this Memorandum.

SCHEDULE "D" (cont'd)

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3. A Task System shall be instituted in the Commercial Refuse Collection Service. An employee engaged in this service will be assigned a daily work schedule and will work each day until his individual task is completed. Otherwise stated, he shall work a flexible work day from Monday to Friday inclusive, the length of the work day being determined by the time required to complete pickup on the particular route assigned.
4. A Modified Task System shall be instituted in the Residential Refuse Collection Service. An employee engaged in this service will be a member of a group of employees which is assigned a group work schedule and a zone and which will work until the group task is completed. Otherwise stated, he shall work a flexible work day from Monday to Friday inclusive, the length of the work day being determined by the time required for the group to complete pickup within the residential zone.
5. The zones, routes and work schedules referred to in paragraphs 3 and 4 shall be determined by the Corporation from time to time, and shall be communicated by the Corporation to the union.
6. Subject to the exceptions listed in paragraphs 7 and 8 herein, the employees engaged in driving and swamping tasks covered by the Task System referred to in paragraph 3 and the Modified Task System referred to in paragraph 4, shall be classified as Truck Driver - Swamper 1 (Burnaby Class Specification #453) and Truck Driver - Swamper 2 (Burnaby Class Specification #452).
7. The Corporation and the Union realize that certain of the present truck drivers in the classifications of Truck Driver 1 - Scavenging and Truck Driver 2 - Scavenging in the Sanitation Division may not be physically capable of performing the duties of the Truck Driver - Swamper 1 and 2 Classes having regard both to the reduced crew sizes established under the proposed reorganization, and also to the manual labour involved. Therefore, the Corporation and the Union will identify and hereby agree to protect such truck drivers as follows:
 - (a) Such truck drivers will continue working with their present crews (i.e. unreduced as to size), and will retain their present classifications and pay rates, provided however, that the Corporation and the Union will make every effort to identify on a continuing basis vacant positions with a classified rate above the Labourer 2 rate of pay within the bargaining unit for which such employees are already qualified or for which such employees might be expected to become qualified with only a reasonable amount of additional training or experience gained by way of occupancy of any such position; and
 - (b) Each such truck driver in reverse order of seniority (i.e. the most junior such employee first) will be required to accept the

first such vacant position for which he shall be paid at the appropriate rate for such position, or if he should refuse to accept such position, such truck driver shall be laid off by the Corporation in accordance with the layoff provisions contained in the Collective Agreement.

8. The Corporation and the Union realize the possibility that at various times, e.g. prime vacation time or abnormal sick leave incidence, there may result a shortage of qualified replacements for the employees normally engaged as Truck Driver - Swamper 1 and 2. In any case, and for whatever reason, where a Truck Driver - Swamper 1 or 2 is replaced by swamper, they shall be classified as Labourers 2 and the remaining Truck Driver - Swamper shall revert to the appropriate class of Truck Driver - Scavenging.
9. A productivity premium separate and apart from the classified rate, and in the amount of 5% of the classified rate, shall be paid to those employees of the Residential and Commercial Refuse Collection Service in the classifications of Truck Driver - Swamper 1 and Truck Driver - Swamper 2 for each hour worked with a reduced crew, i.e. where the previous regular crew size has been reduced by one, either from 3 to 2 or from 2 to 1; provided, however, that subject to the provisions of paragraph 12 herein, whenever the majority of the hours actually worked in a day is with a reduced crew, the productivity premium shall apply to the entire day.
10. All employees engaged in Task System or Modified Task System operations, regardless of whether or not they are eligible for, or have received the productivity premium referred to in paragraph 9, shall be paid for 40 hours each week at their respective classified rates without any payment for hours worked in excess of eight in a day or 40 in a week, and without penalty for hours worked less than eight in a day or 40 in a week. However, if any employee works in excess of 160 hours during the course of two successive bi-weekly pay periods, overtime shall be paid at time and one-half for the first 16 hours in excess of 160 hours and double time thereafter, but neither of such bi-weekly pay periods may be taken into account subsequently for the purposes of computing overtime. In addition, pursuant to paragraph 9, a productivity premium shall be paid for overtime hours actually worked.
11. Notwithstanding the provisions for the payment of overtime contained in paragraph 10, overtime payments will be made pursuant to the provisions of the Collective Agreements in specific cases for exceptional reasons not related to the operation of the Task and Modified Task System,
12. Annual vacations, statutory holidays, authorized leaves of absence and sick leave transactions for employees engaged in the Task System and Modified Task System operations shall assume an eight hour work day and 40 hour work week and shall utilize each employee's classified rate of pay exclusive of the productivity premium referred to in paragraph 9.

13. Shift differential shall only be paid when the majority of the time worked falls between the hours of 16:30 h and 08:30 h, and then the shift differential shall apply to the entire shift.
14. Overtime payments made pursuant to paragraphs 10 or 11, and shift differential payments made pursuant to paragraph 13, shall be based upon an employee's classified rate of pay exclusive of any productivity premium.
15. In the event of a disagreement over the implementation of the Task System or Modified Task System, including questions as to the fairness of the task, the refuse collection service shall nevertheless continue uninterrupted, and the grievance procedure shall be followed to settle the disagreement. In the event that a problem occurs that is not provided for by this Agreement, it shall be resolved by the parties hereto and the Agreement shall be amended to the extent necessary to resolve the problem. changes to this Agreement may be required as a result of changes in the hours of work and overtime provisions contained in the 1977 Collective Agreements **and** therefore, amendments to this Agreement may be made by mutual consent.

Dated 1977 January 27 at the District of Burnaby in the Province of British Columbia.

"R. Shore"

PERSONNEL OFFICER

"O. Dykstra"

PRESIDENT, LOCAL 23

"D.F. Hicks"

PERSONNEL DIRECTOR

"T. Ursulak"

CHAIRMAN, OUTSIDE DIVISION

Bargaining Representatives for
the Corporation

Bargaining Representatives for
the Union

THE CORPORATION OF THE DISTRICT OF BURNABY

SCHEDULE "E" - FOREMEN'S DIVISION - 1986-1987SERVICE PAY

1. The payments which were being made pursuant to paragraphs 2 and 3 of the letter dated 1977 December 22 from Graham Leslie to Len M. Stair, shall continue to be made until this Memorandum of Agreement has been ratified by the Corporation, the Library Board and Local 23, at which time they shall cease.
2. All other provisions and qualifications contained in the above-mentioned letter and in the letter dated 1977 December 22 from L.M. Stair to Graham Leslie, shall be rescinded or waived, as the case may be.
3. Each employee who is in the employ of the Corporation of the District of Burnaby or of the Burnaby Public Library Board on the date on which this Memorandum of Agreement is executed, and who was in receipt of service pay on 1977 December 31, shall be entitled to choose one or other of the following options if such option is exercised within 30 calendar days of the date when the last of the parties ratifies the said Memorandum of Agreement:
 - (a) An employee may elect to receive in one lump sum payment the sum of the amounts he would have received between the date on which the payments ceased under paragraph 1 herein, and 1978 December 31. Such lump sum shall be the property of the employee regardless of whether or not he is subsequently terminated, promoted or reclassified upwards during 1978; or
 - (b) An employee may elect to retain the payments made to him under paragraph 1 herein, and may in addition elect for 1978 only to receive one (1) day of paid leave of absence for each five dollars (\$5.00) of monthly service pay which he was receiving on 1977 December 31. Any such days of paid leave of absence shall be added to the employee's vacation bank account, and may be taken under the same conditions as apply to annual and supplementary vacation leave.
4. Subject to the provisions of paragraphs 5, 6 and 7 herein, the Corporation and the Library Board shall on 1979 January 01 and on the first day of January in each succeeding year make a lump sum payment to the Union of an amount comprising the two following component parts:
 - (a) Sixty dollars (\$60.00) with respect to each of the employees who would have qualified for an initial service pay allowance of five dollars (\$5.00) per month during 1978 if the 1977 Service Pay Agreement had remained in effect for 1978; and

- (b) The total amount of service pay allowances that would have been **paid** during 1978 to those employees covered **by** paragraph 3 herein if the 1977 Service Pay Agreement had remained in effect for 1978.
5. The Corporation and the Library Board shall by this Agreement be precluded from introducing the subject of the annual lump sum payment into their future collective bargaining with Local 23 except **by way** of a response to a proposal by Local 23 either to introduce a **new** benefit into their Collective Agreements at some cost to the Employers, or to improve at some cost to the Employers one or more of **the** following benefits which were in existence in 1977: Medical Services Plan, Extended Health Benefits Plan, Dental Plan, Group Life Insurance coverage or Sick Leave Plan.
6. When the Employers have become entitled to introduce the subject of the **annual lump sum** payment into collective bargaining pursuant to paragraph 5 herein, the said payment may nevertheless be discontinued only when
- (a) the Union has negotiated an agreement with the Employers to introduce a new benefit or to improve one or more of the benefits itemized in paragraph 5 herein, in either case at some cost to the Employers; and
- (b) the Union **has** agreed that the said payments shall be discontinued.
7. **The** Union shall have absolute control over the annual lump sum payments received from the Employers, and **may** use them or any portion of them for any purpose it desires, excepting only that no change **may** be made in any provision of the Collective Agreement or in any fringe benefit without the agreement of the Employers.

THE CORPORATION OF THE DISTRICT OF BURNABY

SCHEDULE "F" - FOREMEN'S DIVISION - 1986-1987

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 1986 TO 1995 BY YEARS HIRED

Year Hired	ENTITLEMENT YEAR									
	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995
1987	-	-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	15/-
1986	-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-
1985	15/-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5
1984	15/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-
1983	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-
1982	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-
1981	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/-
1980	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/-	20/5
1979	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/-	20/5	20/-
1978	15/-	20/-	20/5	20/-	20/-	20/-	20/-	20/5	20/-	25/-
1977	20/-	20/5	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-
1976	20/5	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-
1975	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5
1974	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-
1973	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-
1972	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-
1971	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-
1970	20/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5
1969	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-
1968	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-
1967	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-
1966	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-
1965	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5
1964	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1963	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1962	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1961	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1960	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1959	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1958	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1957	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1956	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1955	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1954	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/5	30/5	30/-
1953	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1952	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1951	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1950	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1949	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1948	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-

In the table the figure to **the** left of the oblique stroke shows the number of working days of regular annual vacation. i.e., 15 days from the second to the ninth calendar year of service; 20 days from the 10th to the 17th; 25 days from the 18th to the 25th; 30 days in the 26th and all subsequent calendar years of service.

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

Example:

An employee hired in 1972 is in his or her 16th calendar year during 1987. The employee in 1987 will be credited with 5 supplementary working days which may be taken at any time between 1987 and 1991, both years included. In 1992, the employee will be credited with a further 5 supplementary working days, etc.

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

THE CORPORATION OF THE DISTRICT OF BURNABY

SCHEDULE "G" - FOREMEN'S DIVISION - 1986-1987TECHNOLOGICAL CHANGE

During the **term** of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Agreement.

Where the Corporation introduces, or intends to introduce, a technological change that:

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

either party hereto may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board, constituted under Clause 15.2, step 5, of this Agreement, bypassing all other steps in the Grievance Procedure.

The Arbitration Board shall decide whether or not the Corporation has introduced, or intends to introduce a technological change, and upon deciding that the Corporation has or intends to introduce a technological change the Arbitration Board:

- (a) shall inform **the** Minister of Labour of its findings; and
- (b) may then or later make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement **was** negotiated;
 - (ii) that the Corporation will not proceed with the technological change for such period, not exceeding ninety days, as the Arbitration Board considers appropriate;
 - (iii) that the Corporation reinstate any employee displaced by reason of the technological change;
 - (iv) that the Corporation pay to that employee such compensation in respect of his displacement as the Arbitration Board considers reasonable.

The Corporation will give to the Union in writing at least ninety days' notice of any intended technological change that:

SCHEDULE "G" (cont'd)

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

THE CORPORATION OF THE DISTRICT OF BURNABY

SCHEDULE "H" - FOREMEN'S DIVISION - 1986-1987

PRINCIPLES GOVERNING THE CONVERSION OF EMPLOYEE FRINGE BENEFITS IN CASES OF INTRODUCTION OR RENEWAL OF COMPRESSED WORK WEEKS

In the event that any of the parties to this Memorandum of Agreement decide in local discussions to extend the existing conversion of, or to convert the work week of the employees staffing the whole or a part of an Employer's operations, from five (5) working days to four (4) working days per week or to nine (9) working days per fortnight, it has been agreed that such employees' fringe benefits shall be converted as follows:

1. Basic annual working hours shall be calculated as $260.89 \times$ daily working hours as per the 5-day week, e.g. $260.89 \times 7 = 1826-1/4$, or $260.89 \times 7.5 = 1956.675$.
2. Basic annual public holiday hours shall be calculated as $11 \times$ daily hours as per the 5-day week, e.g. $11 \times 7 = 77$, or $11 \times 7.5 = 82.5$.
3. Account shall be taken of the difference in basic annual rest period allowances, e.g. $52.178 \text{ weeks} \times 5 \text{ days} \times 20 \text{ minutes} (=86.96 \text{ hours})$ in the case of the standard 5-day week; $52.178 \times 4 \times 20 \text{ minutes} (=69.57 \text{ hours})$ in the case of the 4-day week; and $52.178 \times 4.5 \times 20 \text{ minutes} (=78.27 \text{ hours})$ in the case of the 9-day fortnight.
4. Employees shall have at least two of their days off in any week consecutive, and such days off shall for purposes of Overtime pay be deemed to be the "first scheduled rest day" and the "second scheduled rest day". Pay for any work on the third day off in any week shall be in accordance with normal daily overtime rates.
5. For purposes of Overtime pay on scheduled working days, normal daily working hours and the normal work week shall be considered to be those lengths of time established by the parties pursuant to paragraph 8 herein.
6. Annual Vacation entitlement and all credits for Deferred Vacation, Sick Leave benefits and Gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee's credit by the daily working hours as per the previous 5-day week. All deductions or debits shall be made on the basis that each working day of absence shall be measured as the length of time established by the parties pursuant to paragraph 8 herein.
7. Notwithstanding any clause in a collective agreement to the contrary, an employee shall not receive pay for acting in a senior capacity where he or she has been temporarily required to accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the compressed work week.

SCHEDULE "H" (cont'd)

Page 2

8. In order to establish the length of the compressed work day and the compressed work week, the parties are to be governed by the principle that the basic annual working hours less basic annual public holiday hours and less basic annual rest period allowances are to remain the same under the compressed work week as they were under the standard work week.

The parties will be free to decide how to deal with the matter of public holidays in accordance with one or other of the three following ways, and their decisions will determine automatically the lengths of the compressed work day and work week:

- (a) Revert to a standard 5-day week in any week when a public holiday occurs;
 - (b) Change days off during any week when a public holiday occurs in order that each employee will work on 4 days in **every** week of the year with the sole exception being when Christmas Day and Boxing Day are observed in the same week in which case each employee will work 3 days in that week and 5 days in the immediately preceding week.
 - (c) Have a compressed work day off with pay for each public holiday and owe the Employer the difference in hours between the length of the compressed work days and the length of the employee's former standard work day.
9. whenever any doubt arises as to how the fringe benefit conversion should be made with respect to any item (whether or not covered by this Schedule "H"), the doubt shall be resolved by reference to the basic principle agreed upon by all parties to this Memorandum, i.e. there shall be no additional salary or benefit cost to the Employer, and no reduction in the salaries or benefits received by the employees.
10. In the event any Employer and its respective Union wish to amend or continue an existing experimental compressed work week, or wish to introduce a compressed work week, they will be required to obtain the approval of the Joint Language Sub-Committee with respect to their proposed formula for converting employee fringe benefits.

THE CORPORATION OF THE DISTRICT OF BURNABY
SCHEDULE "I" - FOREMEN'S DIVISION - 1986-1987

EMPLOYMENT STANDARDS ACT PRINCIPLES

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

- (1) That, except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout and non-standard work week provisions) employees shall have not less than 8 consecutive hours free from work between each shift worked and not less than 32 consecutive hours free from work between each week. Where an employee is required to work within the 8 or 32 hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.
- (2) That where an employee works a split shift, the shift shall be completed within 12 hours of commencing such shift.
- (3) The eating period provided under the "Hours of Work" provision of the Agreement shall be scheduled so as to prevent an employee from working more than 5 consecutive hours without an eating period. Commencing one month following 1984 July 09 Regular Part-Time and Auxiliary Employees shall not work more than 5 consecutive hours without an unpaid eating period.

THE CORPORATION OF THE DISTRICT OF BURNABY
SCHEDULE "J" - FOREMEN'S DIVISION - 1986-1987

RESIDUAL ITEMS

The Corporation and the Union agree as follows:

The following is item 22 of the Memorandum of Agreement dated 1977 June 14:

22. As soon as possible following ratification of **this Memorandum of Agreement**, a Joint Standing Committee shall be established consisting of not more than four representatives of the Unions and not more than four representatives of the Employers, for the purpose of keeping under periodic review the operation of their group Dental Plan and the operation of their respective Extended Health Benefit Plans.

The following is an item resulting from local negotiations between the Corporation of the District of Burnaby and C.U.P.E. Local 23:

The matter of protective clothing and work boots shall continue to be a subject of discussion by the Labour Management Committee who may make recommendations on the matter to appropriate Department Heads or the Municipal Manager.

The following are items 9, 10, 13 and 14 of the Memorandum of Agreement dated 1981 April 30:

9. First Aid Premiums for Designated Holders of Industrial First Aid Certificates

The existing premiums shall be increased effective 1981 May 03 and shall be inserted into all Collective Agreements as follows:

	<u>Currently</u>	<u>New Premium Rates</u>
"C" Ticket	\$26 per month	30 cents per hour
"B" Ticket	\$30 per month	40 cents per hour
"A" Ticket	\$30 per month	50 cents per hour

10. Joint Committee Review of Pesticide and Herbicide Applications and Other Possible Dirty Pay Applications

As soon as possible following 1981 May 03, a Joint Committee shall be struck for the purpose of examining the Unions' case for extending an hourly premium [which shall be limited to 25 cents] to other "dirty" situations including application of pesticides and herbicides. The Joint Committee shall comprise an equal number of Employer and Union representatives, and shall deal with the matters

before it on a regional basis. The Joint Committee shall include representatives of both C.U.P.E. and V.M.R.E.U. and **shall** have the power to **make** final and binding decisions on the parties by majority decision. There shall be no avenue beyond the Joint Committee for the purposes of decision-making or appealing its decisions.

13. Handicapped workers

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

14. Human Rights, Sexual Harassment, Personal Duties

The Employers agree to draft a policy statement designed to draw the attention of Department Heads and other employees' supervisors to the provisions of the B.C. Human Rights Code. The Employers also agree to provide for union input into the policy statement, and to make reference to it in the new Collective Agreements. The policy statement will be accompanied by specific procedures for handling employee complaints.

The following are items 9 and 10 resulting from 1981-1982 Local Negotiations:

9. Limitation of Volunteer Clause

An Ad Hoc Committee shall be established during the currency of this Agreement to review the matter of volunteers, the work they perform and their relationship to paid staff and to make recommendations to the parties to this Agreement.

10. Access to Personnel Records

This item is resolved by the Corporation agreeing to write annually to Corporation Department Heads asking them to remind all employees of the Corporation's policy "Employee Personnel File" which deals with an employee's access to his/her personnel record.

1986-1987 RESIDUAL ITEMS

The following are items 11, 12 and 15 of the Memorandum of Agreement dated 1986 August 12:

12. Collective Agreement Consistency

Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to

establish a joint committee of not more than four (4) representatives of the Corporation and four (4) representatives of the union for the purpose of reviewing the consistency in the organization of the Collective Agreements.

15. Job Evaluation

Effective **as soon as possible** following the date of ratification of the Memorandum of Agreement, the Corporation and the Union agree to establish a joint committee of not more than two (2) representatives of the Corporation and two (2) representatives of the Union for the purposes of discussing the subject of "appealing value".

The Committee shall report its findings and any recommendations to the respective bargaining committees for the renewal of the next Collective Agreements. Where a recommendation is approved by the principals of both parties, such recommendation **may** be implemented prior to the next round of collective bargaining.

THE CORPORATION OF THE DISTRICT OF BURNABY
SCHEDULE "K" - FOREMEN'S DIVISION - 1986-1987

LETTER OF UNDERSTANDING - LAYOFF AND RECALL

1. Effective 1986 September 04 and up to 11.59 p.m. on 1987 December 31, the Corporation agrees that it will not apply the provisions of the Public Sector Restraint Act (Bill 3) in effecting layoffs.
2. Effective 1986 September 04 and up to 11.59 p.m. on 1987 December 31, the Union agrees that it will not unilaterally apply for an exemption from the Public Sector Restraint Act (Bill 3).
3. This Letter of Understanding will expire at 11.59 p.m. on 1987 December 31.