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TERM.	87	12	31
No. OF EMPLOYEES	450		
NOMBRE D'EMPLOYÉS	A.B.		

 * / 1986 - 1987 *
 * COLLECTIVE AGREEMENT *
 * BETWEEN *
 * THE CORPORATION OF THE TOWNSHIP OF RICHMOND *
 * AND *
 * THE RICHMOND CIVIC EMPLOYEES' ASSOCIATION, LOCAL 718 *

INSIDE WORKERS

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JUL 17 1987

1986-1987
 COLLECTIVE AGREEMENT
 BETWEEN
 THE CORPORATION OF THE TOWNSHIP OF RICHMOND
 AND RICHMOND CIVIC EMPLOYEES' ASSOCIATION, LOCAL 718

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THIS AGREEMENT made the _____ day of _____ in the
year of our Lord, One Thousand, Nine Hundred and Eighty-six

1 9 8 6 - 1 9 8 7

BETWEEN:

THE CORPORATION OF THE RICHMOND
(hereinafter referred to as the "Corporation")

OF THE FIRST PART

AND:

RICHMOND CIVIC EMPLOYEES' ASSOCIATION, LOCAL 718,
(hereinafter called the "Association")

OF THE SECOND PART

WHEREAS the Corporation is an employer within the meaning of the "Labour Code", being Chapter 212 of the Revised Statutes of British Columbia, 1979.

AND WHEREAS the Association otherwise known as the Union is the sole bargaining authority for that group of employees known generally as "Inside Employees".

NOW THEREFORE this Agreement witnesseth that it is hereby agreed between the parties hereto as follows:

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

- (a) 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,

- 1.2 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.

2. UNION SECURITY

- (a) All present employees who are now members of the Union shall remain members of the Union. All persons employed on or after the first day of January, 1967, shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All such employees shall remain members of the union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the union for reasons other than failure to pay the regular Union Dues that all other members of the union are required to pay to the Union.
- (b) It is agreed that all employees covered by this Agreement shall pay an initiation fee and a bi-weekly fee to the Association equal to the Association's bi-weekly dues; such payment to be made by payroll deduction. Deductions shall be made in respect of all subsequent pay periods, provided the employee works any part of the pay period. The Personnel Department of the Corporation will acquire the signature of new employees on Association Application for Membership and Dues Deduction Authorization Cards at the same time as the employee signs the various Personnel Forms. These arrangements shall remain in effect for so long as the Association remains the recognized bargaining authority.

3. EMPLOYEE DEFINITIONS

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.

4. REMUNERATION

- (a) The scale of remuneration **set out** in Schedule "A" shall apply during the term of this Agreement. **Any** changes in **salary** rates **as** outlined in Schedule "A", or changes in job classification, **or**, if it becomes necessary to engage an **employee** in a class not **provided** for in Schedule "A", **the** salary to be paid shall be determined in accordance with the procedure set forth in the Classification and Evaluation Agreement.
- (b) Pay **periods** shall be every second Friday. In the event of a holiday falling on that day, the day previous to such holiday shall be the pay day.
- (a) Individual pay adjustments arising from periodic increments, reclassifications, revaluations and promotions (but not acting in a **higher** capacity) **are** to commence at **the** beginning of **the** bi-weekly pay period the first day of which is nearest the calendar date of the **pay** adjustment.
- (d) 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:

$$\frac{\text{Monthly Rate} \times 12}{26.089 \times \text{bi-weekly hours}} = \text{Hourly Rate} \\ \text{(Taken to 4 decimal places)}$$

$$\text{Hourly Rate (taken to 4 decimal places)} \times \text{Multiplied by bi-weekly hours} =$$

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.)

4.1 Daily Guarantee

- (a) Subject to the **provisions** of paragraph (c), 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.
- (b) Subject to **the** provisions of paragraph (c), 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.

- (c) 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 (a) and (b).

5. HOURS OF WORK AND WORK WEEK

- (a) The hours' of work for inside employees shall be as follows; Municipal, Offices:- 8:15 am. to 5:00 p.m., Monday through Friday. Where necessary, certain employees may be required to commence work at 8:00 a.m. at the discretion of the Department Head. In any event, no employee shall be required to work more than 7-3/4 hours.

One (1) hour shall be allowed for lunch, with staggered office hours so that offices remain open during the full day, with a rest period of ten (10) minutes, morning and afternoon.

- (b) Arena personnel, seven and one-half (7-1/2) hours per day with one (1) hour for lunch.
- (c) Communication Operator - Police: Coverage required 24 hours, 7 days per week as per mutually agreed schedule of working hours.
- (d) Counter Clerk - Police: Coverage required 7 days per week, as per mutually agreed schedule of working hours.
- (e) Dispatcher Clerks' hours, eight (8) hours per day.

12:00 midnight	to 8:00 am.
8:00 a.m.	to 4:30 p.m. (one-half (1/2) hour lunch period, Monday to Friday inclusive)
8:00 am.	to 4:00 p.m. (Saturday, Sunday and holidays)
4:00 p.m.	to 12:00 midnight

- (f) In the event, an employee is required to work a shift other than regular day shift and where less than fifteen (15) clear hours elapse prior to cessation of work on the regular day shift and the commencement of work on the special shift, or where less than fifteen (15) hours elapse between the ending of the special shift and commencement of work on the regular shift, then such employee shall be paid double time until the fifteen (15) hours have elapsed.
- (g) Where a shift other than regular day shift is instituted, the shift shall be not less than seven (7) hours nor more than

eight (8) hours, whichever are the normal and usual hours the employee affected is employed, and shall be consecutive hours in a twenty-four (24) hour period following the commencement of such shift. Overtime rates shall apply when the employee works overtime within that twenty-four (24) hour period.

6. SHIFT PREMIUMS

(a) Effective 1981 May 01 the following provision (taken from the 1981 April 30 Memorandum of Agreement) shall apply:

"(a) Effective the date of ratification of the Memorandum of Agreement, and subject to paragraph 7(b) below, a standard shift premium of 60¢ per hour shall be paid to incumbents of all classes to which shift premiums currently apply, and also to incumbents of the first level of Building Service Worker and related classes which are listed in Appendix "B" which is attached to and forms a part of this Memorandum of Agreement who do not already receive such premium, and shall be payable for all regular hours worked more than one hour on either side of the recognized normal or standard daily hours, provided that where the majority of an employee's regular hours fall outside the period described above, the shift premium shall apply to the entire shift. This provision shall also cover all Watchman classes.

(b) All of the provisions contained within paragraph 7(a) above, shall apply to employees of Burnaby and its Public Library Board, and to Inside employees of Richmond, except that their current shift premium rates shall remain in effect until 1982 December 29. Effective 1982 December 30, those premium rates shall be replaced by an hourly premium of 60 cents."

(b) Where an employee is required to work a split-shift, such shift shall be confined to a period of twelve (12) hours following commencement of such shift, and a shift differential shall apply as outlined in Clause 6(a).

(c) Where an employee is required to work a shift other than Monday to Friday, such shift shall be five (5) consecutive working days, followed by two (2) consecutive days off.

7. OVERTIME

(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 shift;
 - (iii) at *any other time* than at **the** times set forth in items (a)(i) or (a)(ii) of **this** clause 7(a) consequent upon an oral or written notice given prior to the end of the employee's previous shift except as otherwise provided in **Clause 14**.
- (b) Regular Full-Time Employees and Temporary **Full-Time** Employees shall be paid for overtime work **at** the following overtime rates:
- (i) time and one-half the regular 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;
 - (ii) double the regular rate of pay for all overtime in excess of the first two **(2)** hours worked immediately preceding or immediately following an employee's regular shift on any regular working day;
 - (iii) double the regular rate of **pay** for all overtime worked at **any** other time than **at** the times set forth in items (i) or (ii) of Clause **7(b)**.

7.1 Compensating Time Off

- (a) When employees are required to work overtime, they elect at the time of working such overtime, whether to be paid for it or to receive compensating time in lieu.
- (b) **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.
- (c) **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**.

8. CALLOUT

- (a) Callout is to be defined **as** being called back-to work at **any** time following completion of a Regular Full-Time Employee's

or a **Temporary Full-Time Employee's** regular shift except when pre-scheduled by notice provided prior to the end of the employee's previous regular **shift** which is defined as overtime in clause 7.

- (b) **A Regular Full-Time Employee or Temporary Full-Time Employee who** is called back to work shall be paid double time for the time actually worked plus one (1) hour's allowance for travelling to and from home, with a minimum of three (3) hours' pay **at** double the rate of pay. (The minimum includes one (1) hour for travelling time.)
- (c) If additional calls are made upon the **Regular Full-Time Employee or Temporary Full-Time Employee** prior to the expiry of the **three (3) hour period or prior to his** arrival home, whichever last occurs, such additional calls shall not attract an **additional three (3) hours** minimum, but the employee shall be paid for the **time actually worked** plus an additional one (1) hour's allowance for travelling to and from home. If two separate callouts are completed within a **three (3) hour period, the minimum payment** shall be four (4) hours at double the rate of pay. (The minimum includes two (2) hours for travelling time.)

9. STANDBY

- (a) Employees who are required to stand by between the end of the normal day shift on the first day of work **in a week (excluding public holidays) until** the beginning of normal day shift on the last day of work in a week shall be paid one hour's pay for each period of eight (8) hours standing by, in addition to callout pay as earned;
- (b) For all standby on public holidays, and weekends, one hour's pay for each period of six (6) hours standing by, in addition to callout pay as earned;
- (c) Where a period of standby exceeds an exact multiple of **six (6) or eight (8) hours as the case may be**, the balance shall be paid as follows:
 - (i) one-half (1/2) hour standby pay for periods of half or less than half of the full period;
 - (ii) one (1) hour standby pay for periods of more than half of the full period;
- (d) All **standby will be paid for at** the employee's regular straight time rate of pay.

10. MEAL BREAKS

- (a) Employees shall receive **meal** break provisions as follows:

(i) During Overtime

upon completion of two (2) continuous hours of overtime work immediately preceding or immediately following an employee's regular shift, the employee becomes entitled to a paid meal break of a one-half (1/2) hour which the Employer *may* permit to be started at any time within the two (2) hour period but, except in an emergency, no later than the end of two (2) hours.

(ii) During Callouts and Pre-Scheduled Overtime

Upon completion of three and one-half (3-1/2) continuous hours of callout work or pre-scheduled overtime work, an employee becomes entitled to a paid meal break of a one-half (1/2) hour which the Employer may permit to be started at any time within the three and one-half (3-1/2) hour period but, except in an emergency, no later than the end of the three and one-half (3-1/2) hours.

(iii) During Overtime, Callouts and Pre-scheduled Overtime

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

- (b) For each meal break given to an employee under Clause 10(a)(i), (ii), or (iii) the employee shall be paid one-half (1/2) hour of pay at double the employee's regular rate of pay.
- (c) Where by reason of an emergency it is not feasible to give a meal break at the designated time under Clause 10(a)(i), (ii), or (iii), 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 break. The supplying of nourishment by the Corporation does not disqualify the employee from receiving the appropriate meal allowance under Clause 11.

11. MEAL ALLOWANCES

Employees shall receive meal allowance provisions as follows:

- (a) The Corporation shall not be responsible for supplying nourishment to employees except as provided in Clause 10(c).
- (b) Reimbursement of meal expenses will be introduced according to the following scale and with reference to the paid meal

breaks set out in Clause 10, it being clearly understood that continuous periods of time **must** be worked to qualify **both** for the paid meal break and the following meal allowances:

- (i) Overtime immediately preceding or immediately following a regular shift: \$7.50 at the first break; and \$2.50 at each succeeding break;
- (ii) Callout: \$7.50 at the first break and \$2.50 at each succeeding break;
- (iii) Pre-scheduled overtime other than immediately preceding or immediately following an employee's regular shift where an employee is notified prior to the end of the preceding day that overtime is likely to last at least four hours: nothing at the first break; \$7.50 at the second break; and \$2.50 at each succeeding break.

12. FIRST AID PREMIUMS,,

Employees who are required by the Corporation to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Industrial First Aid Certificate shall be paid a premium based on the class of certificate required as follows:

"C" Class Certificate	\$.30 per hour
"B" Class Certificate	\$.40 per hour
"A" Class Certificate	\$.50 per hour

13. VACATIONS

13.1 Paid annual vacations for all persons covered by *this* Agreement shall be allowed as follows:

Vacation days are based on hours worked in a position, i.e. 15 working days equals 105 hours for a 35 hour work week; 12.50 hours for a 37-1/2 hour work week; 120 hours for a 40 hour work week.

- (a) Employees leaving the service of the Municipality during their first calendar year of employment shall be granted vacation pay in accordance with the Employment Standards Act.
- (b) In the first calendar year of service, vacation will be granted on the basis of one-twelfth (1/12th) 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 with pay during the second (2nd) **up** to and including the ninth (9th) calendar year.
- (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 of **the** Corporation shall receive vacation for the calendar year in which termination occurs, on the basis of one-twelfth (**1/12th**) of their vacation entitlement for that year for each **month** greater than **one-half (1/2)** worked to the date of termination.
- (h) **All** vacation allowance earned during a calendar **year** must be taken prior to March 31st of the following year. With **this** provision, employees will not receive payment in lieu of vacation not taken.
- (i) **Any** permanent employee **who has** not selected his or her **vaca-**tion period prior to April 30th will not **have any** seniority **rights** with **regards to being given** preferential treatment in selecting his or her vacation period over other employees with less seniority,

PROVIDED THAT:

- (1) "Calendar Year" for the purpose of this Agreement shall **mean** the twelve (12) month period from January 1st to December 31st, inclusive.
- (2) In all other cases of termination of service for any reason other than retirement on Superannuation **or** on attaining **maximum** retirement age, adjustment will be made for **any** over-payment of vacation.
- (3) 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 Corporation 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.

- (4) In the case of special **and** Public Holidays falling on or observed on a regular work day while an employee is on his annual holiday, he shall be granted extra days in lieu of such holidays.

13.2 Vacation Pay

- (a) All employees other than **those** entitled to an annual percentage of earnings in lieu of vacation, will be paid during **their** annual vacations at **the** 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).

13.3 Supplementary Vacation

Each employee shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation to which he or she is entitled under Clause 13.

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.

It is understood between the parties **that** each employee shall become entitled to his or her supplementary vacation under this Clause 13.3 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 "E" for the purposes of clarification.)

13.4 Deferred Vacations

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

(i) shall take at least fifteen (15) working days of such annual vacation during the year in which he earns such vacation; and

(ii) 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 13.4(a) shall be twenty (20) working days.

(b) (i) Employees wishing to defer a portion of their vacation as outlined in Clause 13.4(a)(ii) must notify their Department Head and Personnel Department prior to June 30th.

(ii) Employees wishing to take their deferred vacation along with their regular scheduled vacation must notify their Department Head and Personnel Department prior to the end of the year immediately preceding the year they wish to take such vacation.

14. PUBLIC HOLIDAYS

14.1 Subject to Clause 14.1(e), all Regular Full-Time Employees 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, British Columbia 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) 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:

Whenever one of the aforementioned public holidays falls on a Saturday or a Sunday and neither of 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**:

- (i) one day's pay at his regular rate of pay, or
 - (ii) a holiday with pay within the calendar year in which such public holidays **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 this paragraph 14.1.
- (b) In the **case** of an employee's termination of **service** for any reason, adjustment will be made for any over-compensation provided under paragraph (a)(ii) herein.
 - (c) Prior to the posting of any notice advising the employees of their entitlement under paragraph (a) herein, the Corporation will afford the Union an opportunity to discuss the substance of the notice.
 - (d) Notwithstanding receipt of a day's pay for a public holiday, it shall not be considered as time worked for the purpose of calculating overtime.
 - (e) **An** employee will be **paid** for a public holiday only if he works on the scheduled working day prior to and the scheduled working day after such holiday, providing the employee is not sick, on compensation, on annual vacation, or on authorized leave of absence,
 - (f) **An** employee required to work a shift other than Monday to Friday shall be granted all public holidays **with pay as** provided in **Clause** 14.1.
 - (g) **Employees Who Normally Work on Public Holidays**
 - (i) **Except** as otherwise provided in Clause 14.1(a) **with** respect **to** public holidays falling on a Saturday or a Sunday, if an employee whose duties normally require him to **work** on public holidays, is required to work on any public holiday named in Clause 14.1 which falls on any day from Monday to Friday inclusive, then he shall be paid his regular pay for the holiday and in addition thereto he shall be given compensating time off equivalent to one and one-half times **the** number of hours worked on the holiday.
 - (ii) **If an** 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 14.1(g) herein, then in lieu of such holiday he shall be paid his regular pay for the public holiday plus double the regular rates of pay for the hours worked on such day off. Time worked beyond the employee's normal daily hours on the day off given to the employee in lieu of a public holiday shall be treated as overtime. For the purpose of this Clause 14.1(g) a public holiday does not include a holiday designated by the Corporation pursuant to Clause 14.1 unless the employee is entitled to that holiday with pay in lieu of a public holiday.

(h) Pay for Hours Worked on public Holidays

The premium rate which is paid for hours worked on public holidays is not to be treated as an overtime premium but overtime rates will become applicable if work on a public holiday extends beyond the employee's normal daily hours.

(i) Observation of public Holidays

Whenever a public holiday falls on a Saturday or a Sunday and is observed on a weekday, that weekday shall be treated as the public holiday for purposes of attracting premium rates for employees whose duties normally require them to work on that day, and work performed on the Saturday or Sunday shall not attract public holiday premium rates. However, if prior to the beginning of any calendar year the Corporation and the Union agree to recognize the Saturday or the Sunday as the premium day for those employees whose duties normally require them to work on public holidays, they may do so, but there may only be one premium day for such employees with respect to any one public holiday.

- (j) An employee (except an employee governed by Clause 14.1(g)), who is required to work on a public holiday defined in Clause 14.1, which falls on or is observed on any day from Monday to Friday inclusive shall be paid his regular pay 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. :

15. EMPLOYEE BENEFITS

It is agreed that the following employee benefits will be continued for the term of this Agreement. Subject only to the Letter of Understanding attached as Schedule 17 to the Joint Memorandum of Agreement dated 1986 June 17, the Corporation has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

In the event of an employee's death during his service with the Corporation, all outstanding credits, gratuities and other benefits shall be paid to the employee's beneficiary.

15.1 Medical Services Plan

M.S.P. coverage after **six** (6) months' continuous service, with the Corporation **paying** fifty per cent (**50%**) of the premium. Effective 1987 January 01, the Corporation shall pay sixty percent (60%) and the employees shall **pay** forty percent (**40%**) of the premiums.

15.2 Dental Plan

Dental coverage is available (compulsory unless covered by another plan) **for** all Regular Full-Time Employees **who** have completed six (6) months' continuous service **and** all Temporary Full-Time Employees **who** have completed twelve (12) months' continuous service on the following basis:

- (a) Basic Dental Services (Plan A) paying for 80% of the approved schedule of fees.
- (b) Prosthetics, Crowns **and** Bridges (Plan B) paying for 50% of the approved schedule of fees.
- (c) Orthodontics (Plan C) paying for 50% of the approved schedule of fees.
- (d) **The** premiums for the Dental Plan will be shared equally by the Corporation and the employees whose contributions shall be **made** by payroll deduction. Effective 1987 January 01, the Corporation shall pay sixty percent (60%) and the employees shall pay forty percent (**40%**) of the premiums.

15.3 Extended Health Benefits

Extended Health Care coverage is available for all employees who have completed six (**6**) months' continuous service with the Corporation **and** the employee each paying 50% of the premium. Effective 1987 January 01, **the** Corporation shall pay sixty percent (60%) and the employees shall pay forty percent (**40%**) of the premiums. These benefits include vision care with a maximum claim of \$150.00 per person in a 24 month period, subject to the provisions of the plan.

15.4 Group Life Insurance

All Regular Full-Time and Temporary Full-Time Employees shall, upon completion of six (6) months of continuous full-time employment, join **the group** life insurance plan, provisions of which are outlined hereunder:

- (a). Coverage shall be one and one-half (1-1/2) times basic annual salary, which shall be computed to the next higher \$1,000.
- (b). Coverage shall be provided until **age** 65 without the payment of premiums in **the** case of an employee becoming totally and permanently disabled prior to age 65.

- (c) One thousand dollars (\$1,000) coverage shall be provided to employees who retire at age 65, or who terminate their employment having qualified for full vacation pursuant to the provisions of Clause 13.1.
- (d) The cost of the \$1.00 coverage for retired employees shall be incorporated into the premiums paid by the Corporation and the active employees.
- (e) Premium costs shall be divided equally as between the Corporation and the active employees. Effective 1987 January 01, the Corporation shall pay sixty percent (60%) and the active employees shall pay forty percent (40%) of the premiums.

15.5 Sick Leave

- (a) After six (6) completed months' service, a permanent employee shall be granted sick leave with pay on the basis of one and two-thirds (1-2/3) days per month, cumulative to a maximum of two hundred and sixty-one (261) days, retroactive to the first completed calendar month of employment.

NOTE: 1-2/3 days per month equals 20 days per year. 20 days per year equals 140 hours for a 35 hour work week; 150 hours for a 37-1/2 hour work week; and 160 hours for a 40 hour work week.

- (b) In the case of sick leave, the Head of the Department may grant up to three (3) days with pay without the employee being required to produce a Medical Certificate. However, in the event that the Department Head is not satisfied that such absence is caused by illness, such Department Head may inform the Personnel Department that he requires a Medical Certificate.

15.6 Gratuity Pay

(NOTE: 2 working days equals 14 hours for a 35 hour work week, 15 hours for a 37-1/2 hour work week and 16 hours for a 40 hour work week.)

- (a) It is further agreed and understood that such employee shall be credited with gratuity pay of two (2) working days January 1 and a further two (2) working days effective July 1 to accumulate to a total of one hundred and twenty (120) working days. In the event that any employee is absent on sick leave two (2) days or more in the period January 1 to June 30, inclusive, or two (2) days or more in the period July 1 to December 31, inclusive, the employee shall not receive any credit for gratuity pay for that period. The total gratuity pay to an employee's credit shall be paid the employee on his leaving the service of the Corporation. It is further provided that if an employee be discharged from the service of the Municipality for any of the following causes:

- (1) Being found, while employed, **under the** influence of alcohol or a drug, (not prescribed by a physician), **and** if he has refused to **obtain** proper medical attention for his condition.
- (2) Being found, while employed, in possession of alcohol or a drug under circumstances which **suggest** that such alcohol or drug has, is, **or** is about to be consumed by such employee during the **hours** of **hi's** employment, and if he has **refused** to obtain proper medical attention for **his** condition.
- (3) Theft or conversion of Municipal property.
- (4) Wilful damage to Municipal property.

the said employee shall not necessarily receive all or **any** accumulated gratuities.

- (b) Employees **shall** not be entitled to payment of gratuity **pay as** provided above **if** they resign or leave the service of **the** Municipality within two years of the date of **the** commencement of their employment.
- (c) The Corporation will provide to each employee a statement indicating the total accumulated sick leave **and** gratuity pay to the employee's credit **as** of December 31, **and** such statement shall be in writing, and given to the employee not later than the last day of **the** month of **February** of the succeeding calendar year.

15.7 Workers' **pensat**

- (a) Where the first day or part **day** is not paid by the Workers' Compensation Board, **this** day or part **day** shall be **paid by the** Corporation **and** shall be deducted from accumulated sick leave but not from gratuity pay.
- (b) **An** employee who has completed six (6) **months** of continuous service and whose claim for WCB temporary disability benefits is accepted by **the** WCB, shall assign the employee's WCB cheque **to** the Corporation and the Corporation shall pay the employee's full regular salary. If the WCB disallows an employee's claim, or if there is a period of delay prior to the claim being accepted, the Corporation will pay full regular salary to the employee until the employee's sick leave, gratuity, vacation and overtime credits are exhausted.
- (c) The status of fringe benefits in the case of an employee in receipt of W.C.B. pay shall be **as** follows:
 - (i) Sick Leave: monthly credits to continue accumulating **as normal;**

- (ii) Gratuity: to be unaffected by the WCB absence;
- (iii) Vacations: to be unaffected by the WCB absence;
- (iv) Public Holidays: full **pay to** be provided for the **day** on which the holiday is observed, but no compensating **day** is to be provided in lieu;
- (v) Increments: to be unaffected by any WCB absence of less than 3 months; to be deferred by one month for each complete month of WCB absence commencing with the fourth month of WCB absence;
- (vi) Seniority: to continue accumulating as normal;
- (vii) Leave of Absence: to be ineligible for any other paid leave of absence during the WCB absence.

15.8 Superannuation

All employees eligible shall be covered by the provisions of the Pension (Municipal) Act providing that a Temporary Full-Time Employee shall not be eligible until the completion of twelve (12) months of continuous service.

Effective 1986 July 07:

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.

15.9 Unemployment Insurance

All employees shall be covered by the provisions of the Unemployment Insurance Act, and the Corporation and the employees shall contribute thereto.

15.10 Separation Trust Fund

The Corporation agrees that in lieu of making contributions to a Separation Trust Fund, it will pay to each employee in addition to his regular monthly salary an amount equal to one pint five per cent (1.5%) of such regular monthly salary. The payment of such additional amount will be made on a monthly basis. It is understood and agreed that the additional payment will be considered to be completely separate and distinct from regular monthly salary for all administrative purposes.

16. WORKING CONDITIONS

16.1 Permanent Employees

- (a) **Any** employee who has completed six (6) months' continuous **service** in an established position with the Corporation shall be considered a permanent employee.
- (b) **As a** condition of being appointed to the permanent staff, every new employee shall, within the first six (6) months of service, file a Certificate of Birth or satisfactory proof of age as may be required by the Corporation;

16.2 Regular Seniority Pool

A Seniority Pool shall be established for Regular Full-Time, Temporary Full-Time and Regular Part-Time Employees. Access to the Regular Seniority Pool shall be extended to:

- (a) all Regular Full-Time Employees upon completion of the probationary period;
- (b) all Temporary Full-Time Employees upon completion of the probationary period.
- (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 similarly classified position.

Upon qualifying for a Regular Seniority Pool, an employee shall 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.

16.3 Filling Vacancies

- (a) The Council agrees that, before permanently filling a vacancy, notice of such vacancy shall be posted for five (5) working days in such conspicuous place as agreed by both parties, in order that any employee of the Association shall have the opportunity of applying for the vacancy. 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".
- (b) The procedure in Clause (a) immediately above shall apply for temporary positions which are expected to exceed six (6) months' duration. Should a permanent employee be appointed to such a vacancy, he shall, when the temporary work is completed, return to his former position without loss of seniority.

16.4 Promotional Policy

- (a) In making promotions, the skills, knowledge **and** ability of **the** employees concerned shall be the primary consideration, **and** where **such** qualifications are equal, length of service shall be the determining factor, however, all employees have the right of appeal through the Grievance Procedure.
- (b) **Where** the Corporation promotes any employee, and makes **any** changes affecting salary, the following shall apply:
- (1) The minimum salary increase shall be one (1) full pay step,
 - (2) **An** employee already experienced with the Corporation in the reclassification shall receive the pay step according to his experience, subject to negotiations between this Association and the Corporation.
 - (3) The Anniversary date for the purpose of annual increments, **shall** be twelve (12) months from the date of employment, promotion, or date of reclassification with the exception of those positions who receive semi-annual increments.

16.5 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,

16.6 Pay for Acting in a Senior Capacity

- (a) On every occasion that an inside employee is temporarily required to **accept** the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position which he normally holds, he shall be paid for every day that he carries out the duties of the senior position at the minimum rate in the scale for such senior position, except where the **salary** received in his **own** position is equal to, or exceeds, the minimum of **the** senior position in which case he shall receive the next higher rate in the **pay** range of the senior position.

- (b) For **the purpose** of this section, **appointments of** employees to a level of higher responsibility must be authorized in writing by the Head of the Department.

16.7 Layoff

- (a) No employees covered by this Agreement shall suffer loss of seniority, **due** to enforced absence from employment resulting from **compulsory** layoff for a period not exceeding six (6) **months**, or for any period of absence resulting from injury, sickness, or leave of absence officially granted.
- (b) Except in cases of inclement weather, strikes, lockouts or other circumstances **beyond the** control of the Corporation, **the** Corporation shall notify all employees **who** have acquired seniority rights in either a regular seniority pool or an auxiliary seniority pool 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.
- (c) Employees shall be laid-off in the reverse order of their bargaining unit-wide seniority, provided that an employee **may bump a junior employee only** in **cases** where the senior employee is qualified to fill the lower position.

16.8 Recall

- (a) 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.
- (b) 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.

16.9 Leave of Absence - 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, Dental and Extended Health coverage, Sickness, and Accident Insurance Coverage and Municipal Superannuation. The Union shall then 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 Vancouver **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.

16.10: Bereavement Leave

- (a) Any Regular Full-Time or Temporary Full-Time 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.
- (Note: Regular Part-Time **Employees** are eligible for bereavement leave in accordance with Schedule "B", paragraph 2A)
- (b) **Any** employee **who** qualifies for emergency 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 emergency 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 who is absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of **pay**.
- (e) Upon application to, and upon receiving the permission of the Department Head, an employee may be granted leave of up to **one-half (1/2) day** without loss of **pay** in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by paragraph (a) herein.

16.11 Jury Duty and Witness Fees

Any employee called for Jury Duty or **as** a Crown witness will be allowed ~~time-off~~ during the period of such duty up to and including **ten (10) working days**. The employee's regular **pay** will be continued and any remuneration received for such duty will be remitted to the Personnel Director. In **special** circumstances, the Corporation may ~~extend~~ payment on **the above** basis beyond the time limit imposed above.

16.12 Maternity Leave

- (a) A pregnant employee who elects to request Maternity Leave shall provide the Personnel Director with a medical certificate from a **duly** qualified medical practitioner stating the estimated date of birth. Such certificate shall be provided not later than three months prior to the estimated date of birth. Medical certificates are available from the office of the Personnel Director.
- (b) In normal circumstances a pregnant employee shall terminate her ~~employment~~ or proceed on Maternity Leave two months before **the** expected date of birth.
- (c) An employee **who** desires to work during the last two months of pregnancy **may** be permitted to do **so** if her attending physician certifies in writing that the health of **the** employee will not be adversely affected. In such case, the employee shall work under such conditions and for such period as shall be specified in writing by her attending physician.
- (d) No employee shall be permitted to work during **the six weeks** following the date of birth.
- (e) An employee **who** has been granted Maternity Leave shall notify her Department Head at least four weeks before she intends to return to work.
- (f) An employee shall be entitled to Maternity Leave, without pay, from the date of separation from employment, but not for **more than** a maximum period of **six** months from the date of commencement of Maternity Leave.

- (g) An employee who **has** been granted Maternity Leave and fails to contact the Department Head within five months from the commencement of Maternity Leave, **so** that mutually convenient arrangements may be **made** for her return to employment, shall be considered to have permanently separated from employment.
- (h) Benefits shall continue uninterrupted for a maximum period of 18 weeks' maternity leave' (or for an additional period of **up to 6 weeks if** the employee is certified to be unable to return to work for medical reasons related to the pregnancy) **PROVIDED THAT the** employee makes arrangements prior to commencing the leave to pay her share of the benefit premiums for that period. An employee who is absent on Maternity Leave for a period longer than 18 weeks (or the additional 6 weeks referenced above) and who wishes to continue benefit coverage shall prepay to the Employer the total cost of premiums for benefits to which she is entitled for the additional period of leave.
- (i) An employee on Maternity Leave shall not be entitled to Sick Leave for any incapacity and disability arising from a normal delivery and subsequent convalescence.
- (j) Subject to paragraph (i) an employee on Maternity Leave who has notified her Department Head of her intention to return to **work** pursuant to paragraph (e), and who subsequently suffers any incapacitating illness which prevents her from returning to work at the time she intended, whether or not such illness is related to the pregnancy, shall be entitled to be paid Sick Leave benefits commencing on the first working day on which she would otherwise have returned to work, provided that she has sufficient sick leave credits, and provided that she produces to the Personnel Director a Disability Certificate duly completed **by** her attending physician.
- (k) In the event the combined Maternity Leave and Sick Leave exceed the maximum period of six (6) months referred to in paragraph (f), the Corporation will not be required to comply with the normal requirements for posting notices of temporary positions whose duration has exceeded six **months**.
- (l) On resuming employment an employee shall be reinstated in her previous or a comparable position and for the purposes of pay increments, benefits, and vacation entitlement (but not for public holidays or sick leave) maternity leave will be counted as service. Vacation pay will be prorated by the period of the leave and an employee may elect not to take that portion of her vacation which is unpaid.

16.13 Adoption

- (a) If an employee requests leave of absence without pay for the purpose of attending to his or her 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. Furthermore an employee may apply for an extension of up to an additional **two** months.

- (b) When 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.

17. **PROTECTIVE CLOTHING**

The Corporation shall supply and launder smocks for use in the Machine Room. The Corporation shall make available **and** launder coveralls and/or smocks for the use of **employees** when required and authorized by the Municipal Engineer.

18. **GRIEVANCE PROCEDURE**

During the term of this Agreement, **any** difference concerning the **dismissal**, discipline or suspension of an employee or the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, shall without stoppage of work, be the subject of collective bargaining between the Union and the Corporation and shall **be** finally and conclusively settled under and by **the** following procedure:

In the first instance, the grievance shall be stated in writing, **and submitted to the** Department **Head** directly concerned, and if **the** alleged grievance is not settled within five (5) days, the letter of grievance shall be referred to the Association's Grievance Committee.

The grievance shall be brought before the Association's Grievance Committee, **who** in turn, will meet with the Corporation's Committee within five (5) days of the presentation of the grievance, and make every effort to settle the matter.

Should no settlement be reached within five (5) full working days, the grievance shall be referred **to** a Board of Arbitration. The Board of Arbitration shall consist of one nominee appointed by the Corporation and one appointed by the Association. These **two** nominees shall name a third **member who** shall be Chairman within three days.

Should the nominees of **the** respective parties fail **to** select a Chairman, then either party to the Agreement may apply to the Minister **of** Labour for **the** Province of British Columbia to appoint

such third member. The expenses and compensation to the arbitrators shall be borne by the respective parties. The expenses and compensation for the Chairman shall be borne equally between the parties.

Within ten (10) days following its initial meeting, **the** Board of Arbitration shall reach a decision and its findings made known. The majority decision shall be final and binding on the parties.

18.1 Wrongful Dismissal

Where an Arbitration Board finds that an employee has been dismissed, suspended or otherwise disciplined for other than proper cause, **such** Arbitration Board may:

- (a) direct the Corporation to re-instate 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
- (b) **make** such other order **as** it considers fair and reasonable, having regard to the terms of this Agreement.

Wherever a stipulated time is mentioned herein, the said time **may** be extended by the mutual consent of the Association and the Corporation.

19. GENERAL

- (a) **Any** rights of management which are not specifically mentioned in this Agreement and **are** not contrary to its intention shall continue in full force and effect for the duration of this Contract.
- (b) It is agreed that any general conditions presently in force which are not specifically mentioned in this Agreement and are not contrary to its intentions, shall continue in full force and effect for the duration of the Contract.
- (c) It is agreed and understood that with reference to seniority, where an employee has entered the Armed Forces, while in the employ of the Corporation and upon return from **the Armed Forces has** returned to the employ of the Corporation, such employee shall be credited with the period of time in the **Armed Forces**, as though it were service with the Corporation. This is to be in effect only during a period of declared hostilities.

20. CAR ALLOWANCE

Car Allowance will be reimbursed according to Car Allowance Policy. (Copy of current rate schedule available in the Personnel Department.)

21. CLASSIFICATION AND EVALUATION OF POSITIONS

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

22. TECHNOLOGICAL CHANGE

During the term of this Agreement, any dispute arising in relation to the Corporation's Technological Change shall be referred to the 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 may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board constituted under Clause 18 of this Agreement, by-passing 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:
 - (1) 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;
 - (2) that the Corporation will not proceed with the Technological Change for such period, not exceeding ninety days, as the Arbitration Board considers appropriate;
 - (3) that the Corporation reinstate any employee displaced by reason of the Technological Change;
 - (4) that the Corporation pay to the employee such compensation in respect of his displacement as the Arbitration Board considers reasonable;

- (5) that the matter be referred to the Labour Relations Board and upon such reference being made, the provisions of Section 77 of the Labour Code of British Columbia Act shall apply.

The Corporation will give to the Union in writing at least ninety days' notice of any intended 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.

23. INTERPRETATION

Interpretation of this Agreement shall be made by the Personnel Department subject to the Grievance Procedure laid down in Clause 18 of this Contract.

24. 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.

25. LABOUR/MANAGEMENT COMMITTEE

A Committee shall be established comprising of representatives of the Corporation and the Union and will meet on a regular monthly basis.

26. OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

Effective 1986 July 07:

An Occupational Health and Safety Committee shall be established consisting of four (4) representatives of the Corporation and four (4) Association-appointed representatives. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Municipal Administrator.

27. MISCELLANEOUS ITEMS

The Schedules attached hereto and marked by the letters "A", "B", "C", "D", "E", "F", "G", and "H" shall form part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year in which this Agreement takes effect.

Sealed with the Seal of THE CORPORATION OF THE TOWNSHIP OF SHILOH and signed by:

G. J. Blaw
MAYOR _____

[Signature]
MUNICIPAL CLERK _____

Sealed with the Seal of the RICHMOND CIVIC EMPLOYEES ASSOCIATION, LOCAL 718, and signed by:

[Signature]
PRESIDENT _____

[Signature]
VICE-PRESIDENT _____

SEAL:

"THE CORPORATION OF THE TOWNSHIP OF RICHMOND"

SEAL:

"RICHMOND CIVIC EMPLOYEES' ASSOCIATION, LOCAL 718"

SCHEDULE "A"

<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
Audit Clerk	18
Administrative Assistant—Leisure Services	23
Administrative Assistant—Budgets and Planning	27
Administrative Assistant—Permits and Licenses	17
Administrative Assistant—Planning	17
Administrative and Accounts Clerk—Police	15
Administrative Clerk—Engineering	17
Administrative Officer—Planning Department	26 (j)
Administrative Officer—Health Department	21
Architectural Draftsperson	20
Archivist	22
Area Coordinator—Leisure Services	25 (h)
Arena Service Worker (1)	16 (b)(h)
Arena Service Worker (2)	18 (b)(h)
Assistant Building Maintenance Coordinator	20
Assistant Chief Public Health Inspector	28
Assistant Environmental Control Officer	23
Assistant Manager—Arena and Concessions	22
Assistant Municipal Accountant	26
Assistant Records Clerk—Engineering	11
Assistant Supervisor—Collections	20
Booking Clerk	14
Budget and Analytical Accountant	29
Building Clerk	14
Building Clerk/Cashier	14
Building Inspector I	25 (Step 3, 4 & 5)
Building Inspector II	27
Building Maintenance Supervisor	25
Building Service Supervisor	20 (b)(h)
Building Service Worker	13 (c)(h)
Buyer and Administrative Assistant—Fire Department	22 (j)
Buyer I	19
Buyer II	24

SCHEDULE "A" (cont'd)

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<u>CLASSIFICATION</u> <u>TITLE</u>	<u>PAY GRADE</u>
Cashier/Receptionist—Minoru Aquatic Centre	11
Chief License Inspector	24 (j)
Clerk I	10 (a)
Clerk If	13
Clerk—By-Law Enforcement	15
Clerk—Drafting	12
Clark—Health Programs	16
Clerk—Licensing	13 (j)
Clerk-Key-Punch Operator	13 (a)(h)
Clerk—Preventive Health	17
Clerk-Stenographer I	10 (a)
Clerk-Stenographer II	12
Clerk-Stenographer III	14
Clerk—Traffic	12
Clerk—Treasury	15
Clerk-Typist I	9 (a)
Clerk-Typist II	11
Clerk-Typist: 2A	11
Clerk-Typist III	14
Clerk-Typist—Preventative Health	13
Clerk—Works Yard	13 (g)
Committee Clerk	19
Communications Operator—Police	16 (d)
Community Facilities Coordinator	21 (h)
Computer Operator	18 (h)
Computer Programmer	22 (h)
Construction Coordinator—Building and Works	27
Coordinator—Arts Centre	22
Coordinator—Outdoor Recreation	22
Coordinator—Special Services	23 (h)
Coordinator—Sports and Fitness	22
Copying Machine Operator I	10 (a)
Copying Machine Operator II	11

SCHEDULE "A" (cont'd)

Page 3

<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
Cost Estimator I—Engineering	25 (g)
Cost Estimator II—Engineering	28 (g)
Counsellor—Youth Services	22
Counter Clerk—Police	13 (f)
C.P.I.C. Operator—Clerk	12
Custodian—Sports Pavilion	16 (b)(h)
Deputy Administrator—Long Term Care	27
Dispatcher Clerk I	13 (e)
Dispatcher Clerk II	15 (e)
Draftsperson II	17
Draftsperson III	21
Drainage Inspector	21
Election Supervisor/Deputy District Registrar	21
Emergency Program Coordinator	26
Engineering Assistant—Development and Processing	23
Engineering Assistant—Utilities	21
Engineering Inspector I	19
Engineering Inspector II	21
Engineering Liaison Assistant	19
Engineering Technician	25
Engineering Technician—Draftsperson	23 (j)
Engineering Technician—Development and Contract Operations	24
Engineering Technician—Inspections	22
Engineering Technologist	27
Environmental Control Officer	27
Exhibit Custodian	17
Graphics Coordinator	24
Health Clerk—Schools	13
Health Unit Aide	10 (a)
Home Care Services Aide	10 (a)
Identification Clerk—Police	13
Information Officer—Leisure Services	20

SCHEDULE "A" (cont'd)

Page 4

<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
Instrumentman II	17
Instrumentman III	21
Interpreter/Health Unit Aide	13
Land Agent I	28
Land Agent II	30
License Inspector	21 (j)
License Inspector	23 (j)
License Inspector-Clerk	18
Lifeguard/Instructor I	13 (h)
Lifeguard/Instructor 2	16 (h)
Manager—Heritage and Cultural Services	27
Manager—Sports, Fitness & Outdoor Recreation	27
Mapping Technician	21
Microfilm Clerk	10
Municipal Accountant	30 (j)
Museum Curator	24
Nature Park Assistant	18
Nature Park Coordinator	22
Nutritionist	23
Office Manager—Engineering	22
Office Supervisor—Building Department	20
Office Supervisor—Law Department	19
Outdoor Pool Supervisor	17
Parking Patroller	15 (j)
Paymaster	22
Payroll and Accounts Clerk 1	16 (j)
Payroll and Accounts Clerk 2	20 (j)
Personnel Assistant I	14
Personnel Assistant—Benefits	14 (j)
Personnel Clerk, Works Yard	12
Physical Plant Maintenance Worker 1	18 (j)
Physical Plant Maintenance Worker 2	21 (j)
Plan Checking Assistant	17 (j)

SCHEDULE "A" (cont'd)

<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
Plan Checking Clerk I	20
Plan Checking Clerk II	23
Plan Checking Supervisor	26
Planner I	28
Planner II	30
Planning Clerk	13
Planning Assistant	19
Planning Technician—Design	24
Plumbing/Gas Inspector 1	25 (Step 3, 4 & 5)
Plumbing/Gas Inspector 2	27
P.I.R.S./O.S.R. Operator 1	12
P.I.R.S./O.S.R. Operator 2	14
Pool/Arena Clerk	12
Pool Serviceworker	15 (b)
Pool Supervisor	20 (h)
Programmer Analyst	26 (h)
Property Negotiator—Xinor Properties	20
Property Records Clerk	15
Property Use Inspector	23
Psychologist	30 (h)
public Health Inspector	24 (h)
Public Works Clerk	19 (j)
Purchasing Agent	29
Records Clerk—Engineering	13
Recreation Facility Clerk	13
Recreation Leader	15 (j)
Rehabilitation Therapist	23
Research Analyst—Planning	26
Research Officer—Leisure Services	23
Rodman	12 (a)
Safety and Training Officer	24 (g)
Secretary to the Fire Chief	16
Secretary to the Municipal Clerk	16

SCHEDULE "A" (cont'd)

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<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
Senior Clerk—Treasury	20
Senior Programmer Analyst	28 (h)
Senior Therapist	24 (i)
Signal System Technologist	25 (j)
Social Work Consultant—Community Health	27
Social Worker (Long Term Care)	24
Speech Therapist	25
Supervisor—Development and Subdivisions	31
Supervisor—Eng. Development & Contract Operations	30
Supervisor of collections	26
Supervisor of Inspections	27
Supervisor—Mapping and Drafting	28
Supervisor—Plumbing and Gas Inspections	28
Supervisor—Property Use Inspections	25
Supervisor of Surveys	25
Supervisor—Utilities	26
Supervisor—Youth Services.	25
Technician—Budgets and Planning	23
Telephone Operator	11
Telephone Operator/Receptionist	11
Traffic Supervisor	28
Traffic Technician I	21
Traffic Technician II	24
Transport Assistant	\$846.80 Bi-weekly—Jan. 1, 1986 \$865.20 Bi-weekly—Jan. 1, 1987
Vector Control Officer	21
word Processing Operator 1	14
Zoning Administrator	30
Guards and Matrons	13 Step 3 (g)

- (a) Positions in these classes to receive semi-annual increments.
- (b) Based on 37-1/2 hours per week.
- (c) Plus 7% for working 37-1/2 hours per week.
- (d) Plus two (2) pay grades for extra hours.

SCHEDULE "A" (cont'd)

- (e) Plus 16.3% for working 40 hours per week.
- (f) Plus two (2) pay grades for working 37-1/2 hour week.
- (g) Incumbents in these positions work a 40 hour week. .
- (h) Positions in these classes may work, by mutual agreement, a non-standard work ~~day~~ with the understanding that shift differential will be paid-for hours worked (excluding overtime) outside the normal working hours.
- (i) Senior Therapist:-
Incumbents work a 72 hour bi-weekly work schedule consisting of nine (9) eight (8) hour work days mutually agreed by the parties. The extra hour worked per week above the standard 35 hour week is accumulated at the rate of .75 hour per week to maximum accumulation of 36 hours in any one year and scheduled as time-off during the calendar year earned.
- (j) Classes and/or pay grades that have been abolished, reclassified, revalued and/or retitled subsequent to 1986 January 01 and are only effective up to or from the date such change occurred.

SCHEDULE "A" (cont'd)

CORPORATION OF THE TOWNSHIP OF RICHMOND

BI-WEEKLY AND MONTHLY SALARY RATE1986 JANUARY 01 - 1986 DECEMBER 31

<u>Classification</u>	<u>Pay Grade</u>	<u>Steps:</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Bi-weekly	9	580.94	606.69	634.29	662.35	692.24
Monthly	9	1263.00	1319.00	1379.00	1440.00	1505.00
Bi-weekly	10	606.69	634.29	662.35	692.24	722.60
Monthly	10	1319.00	1379.00	1440.00	1505.00	1571.00
Bi-weekly	11	634.29	662.35	692.24	722.60	754.80
Monthly	11	1379.00	1440.00	1505.00	1571.00	1641.00
Bi-weekly	12	662.35	692.24	722.60	754.80	788.84
Monthly	12	1440.00	1505.00	1571.00	1641.00	1715.00
Bi-weekly	13	692.24	722.60	754.80	788.84	824.26
Monthly	13	1505.00	1571.00	1641.00	1715.00	1792.00
Bi-weekly	14	722.60	754.80	788.84	824.26	861.51
Monthly	14	1571.00	1641.00	1715.00	1792.00	1873.00
Bi-weekly	15	754.80	788.84	824.26	861.51	900.61
Monthly	15	1641.00	1715.00	1792.00	1873.00	1958.00
Bi-weekly	16	788.84	824.26	861.51	900.61	940.63
Monthly	16	1715.00	1792.00	1873.00	1958.00	2045.00
Bi-weekly	17	824.26	861.51	900.61	940.63	983.40
Monthly	17	1792.00	1873.00	1958.00	2045.00	2138.00
Bi-weekly	18	861.51	900.61	940.63	983.40	1027.56
Monthly	18	1873.00	1958.00	2045.00	2138.00	2234.00
Bi-weekly	19	900.61	945.63	983.40	1027.56	1074.02
Monthly	19	1958.00	2045.00	2138.00	2234.00	2335.00
Bi-weekly	20	940.63	983.40	1027.56	1074.02	1122.77
Monthly	20	2045.00	2138.00	2234.00	2335.00	2441.00
Bi-weekly	21	983.40	1027.56	1074.02	1122.77	1172.91
Monthly	21	2138.00	2234.00	2335.00	2441.00	2550.00

NOTE: The above rates do not include the 1-1/2% benefit provision detailed in Clause 15.10.

CORPORATION OF THE TOWNSHIP OF RICHMOND

BI-WEEKLY AND MONTHLY SALARY RATE1986 JANUARY 01 - 1986 DECEMBER 31

<u>Classification</u>	<u>Pay Grade</u>	<u>Steps:</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Bi-weekly	22	1027.56	1074.02	1122.77	1172.91	1224.88
Monthly	22	2234.00	2335.00	2441.00	2550.00	2663.00
Bi-weekly	23	1074.02	1122.77	1172.91	1224.88	1281.00
Monthly	23	2335.00	2441.00	2550.00	2663.00	2785.00
Bi-weekly	24	1122.77	1172.91	1224.88	1281.00	1338.95
Monthly	24	2441.00	2550.00	2663.00	2785.00	2911.00
Bi-weekly	25	1172.91	1224.88	1281.00	1338.95	1398.75
Monthly	25	2550.00	2663.00	2785.00	2911.00	3041.00
Bi-weekly	26	1224.88	1281.00	1338.95	1398.75	1461.77
Monthly	26	2663.00	2785.00	2911.00	3041.00	3178.00
Bi-weekly	27	1281.00	1338.95	1398.75	1461.77	1527.54
Monthly	27	2785.00	2911.00	3041.00	3178.00	3321.00
Bi-weekly	28	1338.95	1398.75	1461.77	1527.54	1596.53
Monthly	28	2911.00	3041.00	3178.00	3321.00	3471.00
Bi-weekly	29	1398.75	1461.77	1527.54	1596.53	1669.21
Monthly	29	3041.00	3178.00	3321.00	3471.00	3629.00
Bi-weekly	30	1461.77	1527.54	1596.53	1669.21	1744.18
Monthly	30	3178.00	3321.00	3471.00	3629.00	3792.00
Bi-weekly	31	1527.54	1596.53	1669.21	1744.18	1823.30
Monthly	31	3321.00	3471.00	3629.00	3792.00	3964.00
Bi-weekly	32	1596.53	1669.21	1744.18	1823.30	1904.71
Monthly	32	3471.00	3629.00	3792.00	3964.00	4141.00

NOTE: The above rates do not include the 1-1/2% benefit provision detailed in Clause 15.10.

SCHEDULE "A" (cont'd)

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CORPORATION OF THE TOWNSHIP OF RICHMOND

BI-WEEKLY AND MONTHLY SALARY RATE1987 JANUARY 01 - 1987 DECEMBER 31

Classification	Pay Grade	Steps:				
		1	2	3	4	E
Bi-weekly	9	593.36	619.57	648.09	676.61	706.97
Monthly	9	1290.00	1347.00	1409.00	1471.00	1537.00
Bi-weekly	10	619.57	648.09	676.61	706.97	738.24
Monthly	10	1347.00	1409.00	1471.00	1537.00	1605.00
Bi-weekly	11	648.09	676.61	706.97	738.24	770.90
Monthly	11	1409.00	1471.00	1537.00	1605.00	1676.00
Bi-weekly	12	676.61	706.97	738.24	770.90	805.85
Monthly	12	1471.00	1537.00	1605.00	1676.00	1752.00
Bi-weekly	13	706.97	738.24	770.90	805.85	842.19
Monthly	13	1537.00	1605.00	1676.00	1752.00	1831.00
Bi-weekly	14	738.24	770.90	805.85	842.19	879.91
Monthly	14	1605.00	1676.00	1752.00	1831.00	1913.00
Bi-weekly	15	770.90	805.85	842.19	879.91	919.93
Monthly	15	1676.00	1752.00	1831.00	1913.00	2000.00
Bi-weekly	16	805.85	842.19	879.91	919.93	960.86
Monthly	16	1752.00	1831.00	1913.00	2000.00	2089.00
Bi-weekly	17	842.19	879.91	919.93	960.86	1004.56
Monthly	17	1831.00	1913.00	2000.00	2089.00	2184.00
Bi-weekly	18	879.91	919.93	960.86	1004.56	1049.64
Monthly	18	1913.00	2000.00	2089.00	2184.00	2282.00
Bi-weekly	19	919.93	960.86	1004.56	1049.64	1097.01
Monthly	19	2000.00	2089.00	2184.00	2282.00	2385.00
Bi-weekly	20	960.86	1004.56	1049.64	1097.01	1146.69
Monthly	20	2089.00	2184.00	2282.00	2385.00	2493.00
Bi-weekly	21	1004.56	1049.64	1097.01	1146.69	1198.20
Monthly	21	2184.00	2282.00	2385.00	2493.00	2605.00

NOTE: The above rates do not include the 1-1/2% benefit provision detailed in Clause 15.10.

SCHEDULE "A" (cont'd)

CORPORATION OF THE TOWNSHIP OF RICHMOND

BI-WEEKLY AND MONTHLY SALARY RATE1987 JANUARY 01 - 1987 DECEMBER 31

<u>Classification</u>	<u>Pay Grade</u>	<u>Steps:</u> <u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Bi-weekly	22	1049.64	1097.01	1146.69	1198.20	1251.10
Monthly	22	2282.00	2385.00	2493.00	2605.00	2720.00
Bi-weekly	23	1097.01	1146.69	1198.20	1251.10	1308.59
Monthly	23	2385.00	2493.00	2605.00	2720.00	2845.00
Bi-weekly	24	1146.69	1198.20	1251.10	1308.59	1367.93
Monthly	24	2493.00	2605.00	2720.00	2845.00	2974.00
Bi-weekly	25	1198.20	1251.10	1308.59	1367.93	1428.65
Monthly	25	2605.00	2720.00	2845.00	2974.00	3106.00
Bi-weekly	26	1251.10	1308.59	1367.93	1428.65	1493.04
Monthly	26	2720.00	2845.00	2974.00	3106.00	3246.00
Bi-weekly	27	1308.59	1367.93	1428.65	1493.04	1560.20
Monthly	27	2845.00	2974.00	3106.00	3246.00	3392.00
Bi-weekly	28	1367.93	1428.65	1493.04	1560.20	1631.04
Monthly	28	2974.00	3106.00	3246.00	3392.00	3546.00
Bi-weekly	29	1428.65	1493.04	1560.20	1631.04	1705.09
Monthly	29	3106.00	3246.00	3392.00	3546.00	3707.00
Bi-weekly	30	1493.04	1560.20	1631.04	1705.09	1781.90
Monthly	30	3246.00	3392.00	3546.00	3707.00	3874.00
Bi-weekly	31	1560.20	1631.04	1705.09	1781.90	1862.39
Monthly	31	3392.00	3546.00	3707.00	3874.00	4049.00
Bi-weekly	32	1631.04	1705.09	1781.90	1862.39	1945.65
Monthly	32	3546.00	3707.00	3874.00	4049.00	4230.00

NOTE: The above rates do not include the 1-1/2% benefit provision detailed in Clause 15.10.

CORPORATION OF THE TOWNSHIP OF RICHMOND

MISCELLANEOUS HOURLY RATES

<u>CLASSIFICATION TITLE</u>	<u>JANUARY 1ST, 1986</u>	<u>JANUARY 1ST, 1987</u>
ATTENDANT	\$7.41	\$ 7.57
HEAD ATTENDANT	7.93	8.10
PLAYGROUND AREA COORDINATOR	9.85	10.06
PLAYGROUND LEADER II	7.74	7.91
PLAYGROUND LEADER I	7.41	7.57
JUNIOR LIFEGUARD INSTRUCTOR	8.00	8.17

SCHEDULE "B"TEMPORARY AND CASUAL EMPLOYEES1. Auxiliary Seniority Pool

A Seniority Pool shall be established for Auxiliary Employees. Access to the Auxiliary Seniority Pool shall be extended to all Auxiliary Employees as follows:

- (a) Effective 11:59 p.m. on 1978 December 31, all Auxiliary Employees who were employed during 1978, will be credited with the total number of hours which they worked for their Employer during 1978, and all Auxiliary Employees who were employed during 1977, and who worked 900 hours or more for their Employer during 1977, will be credited with the total number of hours which they worked for their Employer during 1977.
- (b) As soon as an Auxiliary Employee has worked 1500 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:
- (c) 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.
- (d) 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.
- (e) An Auxiliary Employee's seniority will be lost as the result of a break in service with the Employer which exceeds one year.
- (f) 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.
- (g) Each Employer is to elect not later than 1978 September 01 whether class seniority is to be exercised bargaining unit wide or within some narrower parameters, e.g. by program or by geographical area. Such decisions will not be made until each local union has been provided with a full opportunity to submit suggestions and to discuss the matter. In the case where any problem or disagreement arises between local parties, it will be understood that a CUPE staff representative and the GVRD Director of Labour Relations will be available to assist such local parties.

- (h) The decisions of the various Employers will be reported to the CUPE JNC by the GVRD Labour Relations Department within the first week of September 1978.
- (i) In the event of a layoff of military Employees within a class (whether the layoff takes place within a program, a geographical area or across the entire bargaining unit) those employees having greatest seniority within the class shall be the last ones laid off.
- (j) Other than as might be provided for pursuant to the terms of paragraph 1(i) herein, no military Employee shall have the right to bump another employee after having been laid off.
- (k) 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 his Employer 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.
 - (1) 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 Employer, and both the applicant and the Union will be provided with a copy by way of receipt.
- (m) 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:
 - (a) if the Auxiliary Employee is the only registered and qualified applicant, he shall be appointed to the said position.
 - (b) 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 Employer shall be appointed.

- (n) Auxiliary pool seniority may be exercised commencing at 11:59 p.m. on 1978 December 31.

2. Regular Part-Time and Auxiliary Employees--Benefits

Effective 1979 January 01, all Auxiliary and Regular Part-Time Employees shall be governed by the following benefit provisions which shall be substituted in lieu of all benefit provisions in effect during 1978:

- (1) Subject to the provisions of paragraph 2A hereof, commencing with the first day of employment, all Auxiliary and Regular Part-Time Employees shall receive an amount equal to 10% of their total earnings (i.e. including overtime pay) in lieu of annual vacations, statutory holidays, group life, medical, extended health benefits and dental coverage, except that any Regular Part-Time Employee who was during 1978 in receipt of benefits, may by means of written notice to his Employer prior to December 1, 1978 opt to continue receiving such benefits in lieu of the 10% payment. Any such option shall be irrevocable and shall remain in full force and effect for as long as such employee continues to be employed as a Regular Part-Time Employee. No other benefits will be provided to Auxiliary or Regular Part-Time Employees unless expressly stated in this paragraph 2.
- (2) 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..
- (3) 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) 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.
- (5) (a) 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 12:01 a.m. on Monday morning and to end at 11:59 p.m. on the immediately following Sunday).

- (b) 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.
 - (6) None of the negotiated provisions in the 1977 Collective Agreements permitting employees to work other than the normal work week, shall be disturbed by the provisions of paragraph (5) herein.
 - (7) Overtime rates will be paid on the following basis to all Auxiliary and Regular Part-Time Employees:
 - (a) Time and one-half for *the* first 4 hours worked in excess of *the* normal daily hours in a day;
 - (b) Two times for hours worked beyond 4 in excess of the normal daily hours in a day;
 - (c) Except with respect to employees of the Township of Richmond, 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 noon on his sixth day of work in that week, two times for hours worked after 12:00 noon on his sixth day, and two times for all hours worked on his seventh day of work in that week.
 - (d) With respect to employees of *the* Township of Richmond, in any case where an employee has already performed work on five days during the week, two times for any hours worked on his sixth and seventh days of work in that week.
 - (8) No shift differential premiums will be paid to Auxiliary Employees unless *they* are relieving Full-Time Employees on shifts that would otherwise carry such premiums.
- 2A. Effective 1981 May 01 the provisions of paragraph 2(1) are hereby modified as follows:
- (1) Auxiliary Employees will remain entitled to 10% of regular earnings which premium payment shall be considered to be in

SCHEDULE "B" (cont'd)

- lieu of all benefits including those providing time off with pay such as bereavement leave, except that those employees who have acquired Auxiliary seniority, shall effective 1981 January 01 become entitled to 14% in lieu of 10%.
- (2) Regular Part-Time Employees who have worked the equivalent of 6 months (e.g., 913 hours) and who regularly work 20 or more hours per week, shall be provided as soon as possible following 1981 April 30 with a one-time choice between receiving 14% of regular salary in lieu of all benefits except those listed in paragraph (3) below, or actual benefits coverage. In any case where an eligible employee opts for benefits coverage, the Employer will contribute its contractual portion of premiums pro-rated by the proportion of regular full-time weekly hours which the Regular Part-Time Employee normally works, and the employee will be required to pay the balance of the premiums.
 - (3) All Regular Part-Time Employees who have worked the equivalent of 6 months, shall be entitled to the same Bereavement Leave, Maternity Leave, Adoption Leave and Jury-Witness Duty provisions to which Regular Full-Time Employees are entitled on a pro-rated basis, but if having opted for 14% in lieu of all other benefits, shall not be paid such 14% when on unpaid leave of absence.
 - (4) All Regular Part-Time Employees who have worked less than the equivalent of 6 months, shall be entitled to receive 10% of regular salary in lieu of all benefits, and those who have worked the equivalent of 6 months but have not opted for actual benefits coverage, shall be entitled to receive 14% of regular salary in lieu of all benefits except those listed in paragraph (3) above.
 - (5) Any Regular Part-Time or Auxiliary Employee who is currently receiving actual benefits coverage, will be provided as soon as possible following 1981 April 30 with a one-time choice between continuing to receive actual benefits coverage, or receiving 14% of regular salary in lieu of all benefits except those listed in paragraph (3) above.
- 2B. Effective 1986 July 01, the 10% in lieu of benefits shall be increased to 12%. Effective 1987 January 01, the 14% in lieu of benefits shall be increased to 16%.

SCHEDULE "C"COMPRESSED WORK WEEK FORMULA

With respect to the Unions' proposal in 1977 for a Compressed Work Week based on present hours, it is agreed that decisions regarding whether or not, and, if so, to what extent compressed work weeks should be introduced into the operation of any of the Employers, should be made in local discussions between individual Employers and their respective Local Unions. It is agreed, however, that arrangements for the conversion of fringe benefits from a 5-day week basis to a 4-day week basis or to a 9-day fortnight basis shall be made in accordance with one or other of the standard formulas the details of which are set forth in Appendix "A" which is attached to this Schedule "C".

It is expressly agreed that *the* various formulas which are to be included within all new Agreements, are to be based upon the principle that any adjustment from a 5-day week is to be accomplished with neither any additional salary or benefit cost to the Employers nor any reduction in the salaries or benefits received by their employees.

APPENDIX "A"

This is the Appendix referred to on Page 7 of Schedule "C" (Compressed Work Week Formula).

Principles Governing the Conversion of Employee Fringe Benefits in cases of Introduction or Renewal of 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 the 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 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.

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 Appendix "A"), 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.

SCHEDULE "D"GRATUITY EXPERIMENT

Effective 1986 July 07, the Employer and the Union agree to implement the following gratuity experiment:

The purpose of the experiment is to evaluate the effect of temporarily removing the restriction on access to gratuity, on sick leave leave usage.

All Regular Full-Time Employees who have completed two (2) years of continuous service by 1985 December 31 shall be eligible to participate in the experiment, which shall be in effect from 1986 January 01 to 1988 December 31, both dates inclusive.

Effective in *the* year 1986, eligible employees shall have the option to request pay or time off in an amount equivalent to the number of gratuity days actually earned in 1986 to December 31. Requests shall be made prior to December 1st in each of 1986, 1987 and 1988 relative to the gratuity days earned in each of those respective years and the Employer shall grant either time off or pay, subject to operational and/or budgetary restrictions. Time off shall be taken prior to December 31 of the following year, and shall be scheduled subject to the operational exigencies of the Department.

Except for the temporary removal of the restrictions on access to gratuity pursuant to this experiment, all other features of the Gratuity Plan shall remain unaffected by the experiment.

SCHEDULE "E"SUPPLEMENTARY VACATIONSupplementary Vacations: Explanation of the Table

The upper left hand figure in each box shows the number of working days of regular annual vacation. The lower right hand figures show the number of working days of supplementary vacation and appear in the calendar year in which they are credited but prior to the one in which the next 5 days are credited.

Example: An employee hired in 1971 is in his 11th calendar year during 1981. The employee in 1981 will be credited with 5 supplementary working days which may be taken at any time between 1981 and 1985. In 1986 the employee will be credited with a further 5 supplementary working days.

In summary, except for the transitional days credited in 1977, each employee will receive one supplementary week of vacation at the beginning of each 5 years following completion of 10 calendar years of service, with each supplementary week to be taken during the course of the 5-year period.

SCHEDULE "E" (cont'd)

Page 2

**TABLE OF REGULAR ANNUAL VACATION AND SUPPLEMENTARY
VACATION ENTITLEMENT IN WORKING DAYS FOR THE YEARS 1981 TO 1990
BY YEAR HIRED**

Year Hired	ENTITLEMENT YEAR									
	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990
1982	-	-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	15/-
1981	-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-
1980	15/-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5
1979	15/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-
1978	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-
1977	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-
1976	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/-
1975	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/-	20/5
1974	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/-	20/5	20/-
1973	15/-	20/-	20/5	20/-	20/-	20/-	20/-	20/5	20/-	20/-
1972	20/-	20/5	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-
1971	20/5	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-
1970	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5
1969	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-
1968	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-
1967	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-
1966	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-
1965	20/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5
1964	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-
1963	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-
1962	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-
1961	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-
1960	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5
1959	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1958	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1957	25/-	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/-	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/-

SCHEDULE "F"MISCELLANEOUS 1981 NEGOTIATED ITEMS1. JOINT COMMITTEE REVIEW OF PESTICIDE AND HERBICIDE APPLICATIONS AND OTHER POSSIBLE DIRTY APPLICATIONS

As soon as possible following ratification of this Memorandum of Agreement by all parties, 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 CUPE and VMREU, 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.

2. 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.

3. 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.

SCHEDULE "G"BENEFITS COMMITTEE

As soon as possible following 1986 July 07, a Benefits Committee shall be established consisting of not more than six (6) representatives from the **Employers' LRAC Benefit Subcommittee** and not more than six (6) representatives from the **Unions' JNC Benefits Subcommittee**.

The Committee shall meet as often as necessary, to study and review Health and Welfare Benefits for **CUPE/VMREU** with a view to improving the coverage and cost-effectiveness of the plans.

The Committee shall report its findings and 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.

SCHEDULE "H"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 9th Regular Part-Time and Auxiliary Employees shall not work more than 5 consecutive hours without an unpaid eating period.