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No. OF EMPLOYEES	110		
NOMBRE D'EMPLOYÉS	110		

THIS AGREEMENT
MADE AND ENTERED INTO

BETWEEN:

DISTRICT OF SQUAMISH

(Hereinafter called the "Employer")

PARTY OF THE FIRST PART;

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 2269

Chartered by the Canadian Union of Public Employees
and affiliated with the Canadian Labour Congress
(Hereinafter called the "Union")

PARTY OF THE SECOND PART.

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ARTICLE 1

WHEREAS the District of Squamish is an Employer within the meaning of the Labour Relations Code;

AND WHEREAS the Union is the bargaining authority for all Employees of the District save and except those excluded by the said Labour Relations Code of British Columbia;

NOW **THEREFORE** this Agreement witnesseth that the Parties hereto in consideration of the Collective Agreement and covenants hereinafter contained, agree with the other as follows:

ARTICLE 2 - DEFINITIONS

- 2.01 "Full-Time Employee" shall mean an Employee who works on a full time basis **of** either thirty-five (35) hours per work week or forty (40) hours per work week depending upon classification.
- 2.02 "Part-Time Employee" shall mean an Employee who works on a part-time basis of not less than twenty (20) hours per work week in a classification.
- 2.03 "Casual/On Call Employee" shall mean an Employee who works on an on call basis and/or who works an average of less than twenty (20) hours per work week in a classification. Employees in this classification shall be excluded **from** the benefits described in Article 21 of this Agreement.
- 2.04 "Probationary Period" shall mean a period of time that new Employees are required to work. The probationary period shall start on an Employee's date of hire and continue for either four hundred and fifty-five (**455**) regular hours worked or five hundred and twenty (520) regular hours worked, depending on the classification the Employee is working in. The probationary period may be extended by mutual consent between the Parties, such extension shall not adversely effect the benefit eligibility.

The purpose of probation is to determine the employee's suitability for continued employment.

2.05 "Time Durated Employee" shall mean an employee who is employed to augment the full and part time staff; or who is employed on a project of limited duration, such duration shall not exceed six (**6**) calendar months. Extension not exceeding an additional three (3) calendar months will be permitted subject to the District of Squamish notifying the Union in writing, not less than ten working days prior to the expiration of the six (**6**) calendar month period. Further extensions may be obtained only by mutual consent in writing not less than ten working days prior to the expiration of the nine (9) calendar month period. If an extension is not required the employee shall be terminated or laid off pursuant to Article 10.05. Time Durated Employees shall receive 10% above the job title rate in lieu of all benefits in Article 21, after working four hundred and fifty-five (**455**) regular hours worked or five hundred and twenty (520) regular hours worked, depending on the classification the employee is working in. Full and part-time employees who are employed as a Time Durated Employee on a project of limited duration who received benefits under Article 17.12 prior to becoming a Time Durated Employee shall continue to receive those benefits.

2.06 The Division of the Municipality shall be as follows:

1. Public **Works** including Animal Control
2. Parks and Recreation Department
3. Municipal Hall and Engineering Department
4. R.C.M.P. Support Staff

2.07 For the purpose of Article 9, The Grievance Committee shall consist of representatives of the Employer and the Union, **and** comprise a maximum of **six** members (**up** to three from the Union and up to three from the Employer (management)).

2.08 "Days" in this Collective Agreement shall mean calendar days unless specified differently.

ARTICLE 3 - BARGAINING UNIT

3.01 Bargaining Unit

The Employer, or anyone authorized to act on its behalf, approves and recognizes Local No. 2269 as the sole collective bargaining agency for all Employees covered by this Collective Agreement.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in the case of an emergency or for the purpose of instruction.

3.03 No Other Agreements

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

ARTICLE 4 - MANAGEMENT RIGHTS

The management, supervision and control **of** the Employer's operation and the direction of the working force shall remain the exclusive function of management, provided that such management and direction does not contravene the express provisions of this Agreement.

The question of whether one of these rights is limited by this Agreement shall be decided through the grievance procedure,

The Employer shall always have the right to hire, discipline, demote, promote and discharge Employees for proper cause.

ARTICLE 5 - NO DISCRIMINATION

5.01 The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his membership or activity in the Union.

- 5.02 The employer and the union agree that sexual harassment will not be tolerated in the workplace and acknowledge the principles contained in the policy established by the District of Squamish.

ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT

- 6.01 All Employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing of the Union. All future Employees of the Employer shall, as a condition of continued employment, become and remain members in good standing of the Union.

6.02 New Employees

The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect.

ARTICLE 7 - CHECK OFF OF UNION DUES

The Employer agrees to honour a written assignment and check-off all Union dues, fees, and assessments levied in accordance with the Constitution, and/or Bylaws of the Union for all Employees as a condition of continuing employment. The Union agrees to advise the Employer of the amounts of such Union dues and/or assessments as may be determined from time to time by said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the Employees such dues, fees and amounts deducted together with a list of those Employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the pay day following that from which the deductions were made. The Union further agrees to indemnify the Employer with regards to checkoffs, collection and remitting of dues money to the Union.

ARTICLE 8 - LABOUR MANAGEMENT RELATIONS

8.01 Representation

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

8.02 Bargaining Committee

Upon application to and upon receiving the permission of the Employer in each specific case, official representatives of the Union may be granted time for the purpose of collective bargaining with the Employer. It is understood that no more than three (3) such official representatives shall be granted leave of absence without loss of pay or seniority for the time so spent. Further official representatives may be granted leave of absence without pay.

8.03 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiation with the Employer.

8.04 Technical Information

The Employer and the Union agree to exchange such information as: job descriptions, positions in the bargaining unit, job classifications, wage rates, pension and welfare plans.

8.05 Adverse Report

The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document from the file of an Employee, the existence of which the Employee was not aware prior to the hearing and thereby was denied the opportunity of placing his written response in the file. Any adverse report is to be removed from a personnel file one (1) calendar year from the date of issue of such report.

8.06 Access to Personnel File

An Employee shall have the right, by appointment, to have access to and review his/her personnel file and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record.

ARTICLE 9 - GRIEVANCE PROCEDURE AND ARBITRATION

9.01 Recognition of Union Steward

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards. The Steward shall assist any Employees whom the Steward represents, in preparing a grievance in accordance with the grievance procedure.

The Union shall notify the Employer in writing of the names of all Union Stewards.

An employee shall have the right to have a Steward or Union Representative present at any discussions with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the Union in advance of the purpose of the interview in order that the Steward or Union Representative may be present at the interview. No employee is required to answer to the charges without a Steward or Union Representative present.

9.02 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes. The union recognizes that each Steward is employed full time by the Employer and that the Steward will not leave work during working hours except to perform duties under this Agreement. Therefore no Steward or Employee involved in the aforementioned investigation shall leave work without obtaining the permission of the Department Head, which permission shall not be unduly withheld.

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

9.04 Grievances and Replies Shall be in Writing

The grievance shall be stated in writing and shall state the article of this agreement grieved when possible. All replies to grievances shall be in writing and shall state reasons.

9.05 Facilities for Grievances

The Employer shall supply the necessary facilities for grievance meetings.

9.06 Technical Objection to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

9.07 Policy Grievance

Where a dispute involves a question of general application or interpretation, or when a group of employees, the Union or the Employer has a grievance, the grievance shall commence at Step 2 of the Grievance Procedure.

9.08 Grievance Procedures

Step 1

A grievance shall be taken up within 3 working days of the employee or union becoming aware or should have known of the incident giving rise to the matter. The grievance shall be submitted to the Department Head involved.

Step 2

If the Department Head is unable to settle the grievance, the grievance shall be submitted to the Clerk/Administrator within 7 (seven) working days.

Step 3

If the Clerk/Administrator is unable to settle the matter within 7 (seven) working days, the grievance shall be forwarded to the Grievance Committee.

Step 4

If the Grievance Committee cannot settle the matter, within 14 working days, the grievance shall be first addressed under the provisions of Article 9.13 and then if necessary forwarded to a Board of Arbitration as set out in Clause 9.09, however by mutual agreement the parties may wave Article 9.13 and proceed directly to arbitration pursuant to Clause 9.09.

- 9.09 A Board of Arbitrations shall be formed to hear the grievance. Either party shall notify the other in writing, of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement, the other party shall within 14 (fourteen) days appoint its representative on the Arbitration Board and 5 (five) days from the appointment of the last representative, either party may request the Ministry of Labour of the Province of British Columbia to appoint a Chairperson. The expense and compensation of the Chairperson shall be shared equally between parties.
- 9.10 The majority decision of the Board shall be final and binding on all persons bound by this Agreement.
- 9.11 In the event the Board of Arbitration finds that an employee has been dismissed or suspended for other than just cause, the Board of Arbitration may direct the Employer to reinstate the Employee and to pay to the Employee a sum equal to his or her wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable or make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the Parties.
- 9.12 Wherever a stipulated time is mentioned in the above clauses herein, the said time may be extended by mutual consent of the Parties.

9.13 The Parties agree to include the following provisions of Section 103 of the Labour Relations Code as part of the Collective Agreement:

If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any questions as to whether a matter is arbitrable, during the term of the Collective Agreement, John Kinzie, or a substitute agreed to by the parties, shall at the request of either party

- a) investigate the difference;
- b) define the issue in the difference; and
- c) make written recommendations to resolve the difference within 30 days of the date of receipt of the request; and for those 30 days from that date, time does not run in respect of the grievance procedure.

ARTICLE 10 - SENIORITY

10.01 General

The Parties hereto recognize that all Employees are entitled to a measure of employment security, based on seniority; and that the Employee shall accrue certain preference in this respect as provided in this Agreement.

10.02 Seniority Defined

Seniority **is** defined as the length of accumulated hourly service in the bargaining unit and shall start from the last date of hire. Seniority shall operate on a bargaining unit-wide basis.

10.03 Seniority List

The Employer shall maintain a seniority list by division, showing the date upon which each Employee's service commenced, together with their accumulation of hours, excluding overtime hours worked. An up-to-date seniority list shall be sent to the Union annually during the month of January and shall be posted in all Departments.

10.04 Calculation of Seniority

Seniority shall be established on the basis of an Employee's service with the Employer, calculated from the date upon which the Employee commenced employment with the Employer. Seniority shall be calculated on the accumulated hours worked, excluding overtime hours worked.

10.05 Retention of Seniority

- (a) Employees who are laid off after six (6) months (910/1040 hours) but less than one (1) year's service shall retain seniority for a period of six (6) calendar months.
- (b) Employees who are laid off after one (1) year's (1820/2080 hours) service shall retain their seniority for a period of one (1) year.
- (c) Employees who are absent while on accumulated sick leave credits or job related or non-job related injury, provided **such** sickness or injury is attested to by a qualified medical practitioner, shall retain seniority.
- (d) Employees who are absent while on written authorized leave of absence shall retain seniority.

10.06 Accumulation of Seniority

The Parties agree that an Employee's hourly service seniority shall accumulate while the employee is absent for the following reasons:

- (a) on approved leaves of absence including leave for sickness or accident;
- (b) on Workers' Compensation benefits;
- (c) on vacation;
- (d) on a general or declared holiday provided the Employee qualifies for holiday pay;
- (e) on jury duty or Court Witness duty;

- (f) on Maternity Leave or Adoption Leave; and Paternity Leave;
- (g) on Bereavement Leave or Pallbearer's Leave.

Seniority shall not be accumulated for other leaves of absence in excess of ten (10) working days, or during periods of suspension by way of a disciplinary measure.

10.07 Loss of Seniority

An Employee shall lose seniority only in the event:

- (a) An Employee is discharged for just cause;
- (b) An Employee resigns;
- (c) An Employee is absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- (d) An Employee fails to return to work within ten (10) working days following a recall and after being notified by registered mail to do so, unless through sickness or other just cause, provided, however, that the ten (10) working days commences on the date the Employer registers the notification of the recall. It shall be the responsibility of the Employee to keep the Employer informed of the employee's current address.
- (e) An Employee who is transferred to a position outside the bargaining unit shall retain his seniority for only one (1) year from the date of transfer.

10.08 Employees who transfer to positions made available by augmenting the staff or by a special project of limited duration shall upon completion of said assignment be returned to the employee's former position without loss of seniority and scheduled rate of pay.

Time-durated Employees employed to fill those positions made available by the reassignment of staff shall be terminated or laid off pursuant to Article 10.05.

Any Employee may apply for a posted position, however, no position shall be filled by a government-funded Employee until all provisions applying to all other members of the bargaining unit have been fulfilled.

10.09 Transfers and Seniority Outside Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without the employee's consent. If such an Employee later returns to the bargaining unit, the employee shall be placed in a job consistent with the employee's seniority. Such return shall not result in the layoff or bumping of an Employee holding greater seniority subject to Article 10.07 (e).

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

11.01 Job Postings

When a vacancy occurs or a new position is created it shall be posted on all bulletin boards for seven (7) calendar days. Positions may be advertised in the media simultaneously with the bulletin board posting.

The Employer may, in accordance with Article 2.05, fill the position during the posting period with a Time-Durated Employee.

When a vacancy occurs and a Time Durated Employee is employed for a special project or to augment staff or to fill positions resulting from reassignment for a period not exceeding thirty (30) days a posting is not required.

11.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualification, required knowledge, and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

11.03 Role of seniority in Promotions and Transfers

Both parties recognize the principle of promotion within the service of the Employer in the bargaining unit.

Promotions or transfers shall be based on the ability, qualifications and seniority of the Employees considered. Where ability and qualifications are sufficient, seniority shall be the determining factor.

Appointments from within the bargaining unit shall be made within fourteen (14) calendar days of posting. The Employees shall retain the right of appeal under the grievance procedure contained in this Agreement.

11.04 Trial Period

The successful applicant shall be placed on trial for a period of four hundred fifty five (455) regular hours worked or five hundred twenty (520) regular hours worked depending on the classification in which the employee is working. Conditional on satisfactory service, such trial promotion shall become permanent after the period of four hundred fifty five (455) regular hours worked or five hundred twenty (520) regular hours worked depending on the classification in which the employee is working. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee is unable to perform the duties of the new job classification for just and reasonable cause, the employee shall be returned to the employee's former position. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position without loss of seniority and wage or salary.

11.05 The Employer agrees to notify the Union, in writing, when an Employee covered by this Agreement is hired, promoted, demoted, transferred, laid off, recalled, resigns, is suspended or terminated.

- 11.06 (i) When a position held by a Part-Time Employee is increased in hours, the incumbent shall be given the first opportunity to accept the increased hours or exercise bumping rights as provided for in Article 12.04 in which case the position shall be posted.
- (ii) Notwithstanding anything herein contained no part-time employee will become full-time as a result of an increase in hours. Where a part-time position becomes full-time the position will be posted.
- 11.07 When a "time-durated" position is in existence and the Employer wants to reclassify one position to regular, full or part-time, the Employer agrees to post the new position not less than ten (10) working days prior to the expiration of the six (6) month time-durated period.

ARTICLE 12 - LAYOFFS AND RECALLS

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

12.02 Layoff and Recall Procedure

Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their seniority, by position. Employees should be recalled in the order of their seniority, providing they are qualified to do the work.

12.03 Notice of Layoff

The Employer shall notify, in writing, those Employees who are laid off five (5) working days before the layoff is to be effective. If the Employee laid off has not had the opportunity to work five (5) full days after notice of layoff, the employee shall be paid in lieu of work for that part of five (5) days during which work was not made available. The provision of this clause shall not apply because of temporary suspension of work due to inclement weather.

2.04 Bumping

The Employer agrees to recognize the right of Union members to exercise seniority within the bargaining unit to bump in the event of layoff into another position provided that they possess the necessary qualifications to perform the duties of that position.

- (a) The layoff clause 12.03 - Notice of Layoff is waived in the event of an Employee being bumped.
- (b) The Employee so bumping will return the "bumping notice" to the employee's Department Head within three (3) days prior to the expiration of the employee's layoff notice period of the employee's intention to bump and the position so affected.
- (c) The Union agrees that the trial period, **as** stated in Article 11.04 shall be in effect.
- (d) The Employee initiating the bumping will be employed within the department on the 6th (sixth) day from the Notice of Bumping or the next available shift or work week in compliance with Article 13 pertaining to Notice of Rest Between Shifts.
- (e) When work becomes available in the original layoff position, the bumping procedure shall be reversed.

ARTICLE 13 - HOURS OF WORK

13.01 Rest Between Shifts

Failure to provide at least nine (9) hours rest between shifts shall result in the payment of overtime rates for any hours worked during such normal rest period. This Clause shall apply to full-time positions only.

13.02 Hours of Work (Schedule "A")

Schedule "A" Employees shall work eight (8) consecutive scheduled hours per day and forty (40) hours in five (5) consecutive scheduled days, Monday to Friday inclusive, between the hours of 8:00 a.m. and 4:30 p.m., including one-half (1/2) hour for meal time.

The Night Shift Foreman shall work eight (8) consecutive scheduled hours per shift and forty (40) hours in five (5) consecutive scheduled days, Monday to Friday inclusive, between the hours of 12:00 a.m. and 8:30 a.m., including one-half (1/2) hour for meal time.

The Seasonal Parks Labourer and the Sewer Treatment Plant Operators will work a shift designated as 8:00 a.m. to 4:30 p.m., in five (5) consecutive days. The first day of rest shall be deemed to be Saturday, and the second day of rest shall be deemed to be Sunday.

13.03 Hours of Work (Schedule "B")

Schedule "B" Employees shall **work** seven (7) consecutive scheduled hours per day and thirty-five (35) hours in five (5) consecutive days, Monday to Friday, inclusive, between the hours of 8:30 a.m. and 4:30 p.m., including one (1) hour for meal time.

13.04 Hours of Work Schedule "C"

The regular hours of work for Clerical Employees shall not exceed seven (7) hours per day or thirty-five (35) hours per week.

The regular hours of work for Non-Clerical Employees shall not exceed eight (8) hours per day or forty (40) hours per week, except those Employees on a ten (10) hour shift.

For permanent Clerical Employees, the seven (7) daily hours scheduled within any period of (8) consecutive hours with one (1) hour for a meal, and the work week may consist **of** any five (5) consecutive days with two (2) days of rest.

For permanent Non-Clerical Employees, the eight (8) daily hours may be scheduled within any period of eight and one-half (8 1/2) consecutive hours with one-half (1/2) hour **for** a meal, and the work week may consist of any five (5) consecutive days with two (2) days of rest.

Recreation Serviceworker 1 shall work ten (10) hour shifts per day. The day shift shall be defined as starting at six (6:00) a.m. and ending at four (4:00) p.m. The afternoon shift shall start at four (4:00) p.m. and end at two (2:00) a.m. Any shift schedule is permitted between 6:00 a.m. to 6:00 a.m. (24 hour period) as operational necessity dictates. Employees working ten (10) hour shifts shall receive four (4) days of rest, the first two (2) deemed to be a Saturday and the second two (2) deemed to be a Sunday. The shift schedule should also include a catch up shift.

One Recreation Serviceworker 1 (the fifth position) shall work eight (8) consecutive scheduled hours per shift and forty (40) hours in five (5) consecutive scheduled shifts. The first day off is deemed to be Saturday and the second day off is deemed to be Sunday.

The Recreation Service Worker 2 Employee shall work eight (8) consecutive scheduled hours per day 8:00 a.m. to 4:00 p.m. and forty (40) hours in five (5) consecutive scheduled days. The first day off is deemed to be Saturday and the second day off is deemed to be Sunday.

13.05 Change of Shifts

Specific starting times of shifts will be flexible as the work load dictates, with forty-eight (48) hours notice of any change in the regular schedule being supplied to the Employee.

If necessary to reschedule a shift change within the week the Employee has been scheduled, the scheduled shift differential will not be affected.

13.06 Hours of Work (Schedule "D")

Animal Control Officer

The regular hours of work for the Animal Control Officer shall be eight (8) consecutive scheduled hours per shift, excluding one (1) hour for meal time, and forty (40) hours in five (5) consecutive scheduled days followed by two (2) consecutive days off. The first Scheduled day off deemed to be Saturday and the second scheduled day off deemed to be Sunday.

Shift starting time may be flexible but may not commence before 6:00 a.m. nor finish later than 9:00 p.m. Neither the scheduled hours, nor the shifts of Employees may be changed without a forty-eight **(48)** hour notice of any change in schedules being supplied to the Employee(s). Should it be necessary to reschedule shifts, the differential will not be affected.

13.07 Hours of Work (Schedule "E")

For the purpose of establishing the shift for Civilian Employees in the R.C.M.P. detachment, the shifts shall be as follows:

Any shift schedule is permitted in a twenty-four **(24)** hour period, providing that each shift be scheduled within eight (8) consecutive hour periods or at the option of the Employer, shifts may be scheduled within twelve (12) consecutive hour periods which includes one (1) hour of unpaid meal break.

13.08 Guards/Matrons

For the purpose of this Collective Agreement, Guards and Matrons shall be considered as casual/on call Employees.

Guards and Matrons shall be called in to work by way of their seniority unless the employees have advised the employer they will not be available.

The twenty-four hour period defined in Article 13.07 shall apply.

Overtime will apply to any hours worked in excess of eight (8) hours during the twenty-four (24) hour period between 0830 hours to 0830 hours.

Overtime will apply to any hours worked in excess of eight (8) hours where the period of work begins before 0830 hours and continues unbroken after 0830 hours.

Guards and Matrons shall not be called more than once in the twenty-four (24) hour period (0830 to 0830) except in an emergency.

13.09 General

Each scheduled shift shall be eight (8) hours inclusive of one (1) hour for meal time, except Guards and Matrons.

Employees who work on a statutory holiday shall be paid the appropriate overtime rate.

13.10 Hours of Work (Schedule "F")

Janitor - Public Safety Building - 20 hours per week
Monday to Friday

Janitor - Municipal Hall - 20 hours per week
Monday to Friday

13.11 Call Out

Every full-time Employee who is called out unexpectedly from home to work hours that are not contiguous to the Employee's regular shift shall be paid for a minimum of four (4) hours at the appropriate overtime rate of pay. Call out time begins at the time the Employee arrives at work. Call out time shall not be eligible for shift differential.

Hours worked contiguous to the regular shift shall be paid at the appropriate overtime rate.

13.12 Part-Time and Casual Hours

The Parties agree that all casual hours shall be made available to existing Part-Time Employees who are qualified to perform the work before hiring casual Employees. Part-Time Employees shall be allowed to take as many casual hours as they wish so long as they do not exceed forty (40) hours per week. It is understood that Part-Time Employees shall qualify for benefits based on the total number of hours worked.

ARTICLE 14 - OVERTIME

14.01 Overtime

During a forty (40) or thirty-five (35) hour work week all hours worked in excess of eight (8) consecutive hours per day, excluding one-half (1/2) hour for meal time, for other than Clerical staff, and seven (7) consecutive hours per day, excluding one (1) hour for meal time for Clerical staff, shall be paid for at the rate of time and one-half (1 1/2T) the Employee's regular hourly rate for the first three (3) hours of overtime and double thereafter. All time worked on Saturday and Sunday shall be paid for at double the Employee's regular hourly rate for the time so worked.

Effective on the execution of the 1994-1996 Collective Agreement, during a forty (40) or thirty-five (35) hour work week all hours worked in excess of eight (8) consecutive hours per day, excluding one half (1/2) hour for meal time, for other than Clerical staff, and seven (7) consecutive hours per day, excluding one (1) hours for meal time for Clerical Staff, shall be paid for at the rate of time and one-half (1 1/2T) the employee's regular hourly rate for the first two (2) hours of overtime and double thereafter. All time worked on a Saturday and Sunday shall be paid for at double the Employee's regular hourly rate for the time ~~so~~ worked.

It is agreed that all overtime and callback time shall be divided equally among full-time Employees who are willing and qualified to perform the available work.

It is agreed that no Employee shall be laid off during regular hours to equalize any overtime work.

Employees who are absent on approved time off during the scheduled work week because of sickness, bereavement, holidays, vacation or other approved leave of absence are called out to work the employees shall, for the purpose of computing overtime pay, be considered as if they had worked during their regular hours during such absence.

14.02 Shift Differential

The Employer agrees to pay a shift differential of sixty-five (65) cents per hour for all hours worked between 4:00 p.m. - 12:00 midnight and seventy-five (75) cents per hour for all hours worked between 12:00 midnight and 8:00 a.m. Shift preference is to be accorded, based on seniority (or is to be divided equally among qualified Employees). Casual, Part-Time and On/Call Employees are excluded from this provision.

Effective January 1, 1995 the Employer agrees to pay a shift differential of seventy-five (75) cents per hour for all hours worked between 4:00 p.m. - 12:00 midnight and eighty-five (85) cents per hour for all hours worked between 12:00 midnight and 8:00 a.m. Shift preference is to be accorded, based on seniority (or is to be divided equally among qualified employees). Casual, Part-Time and On/Call Employees are excluded from this provision.

Effective January 1, 1996, the Employer agrees to pay a shift differential of eighty-five (85) cents per hour for all hours worked between 4:00 p.m. - 12:00 midnight and ninety-five (95) cents per hour for all hours worked between 12:00 midnight and 8:00 a.m. Shift preference **is** to be accorded, based on seniority (or is to be divided equally among qualified employees). Casual, Part-Time and On/Call Employees are excluded from this provision.

14.03 Overtime Bank

Employees may accrue unlimited overtime. Employees shall be permitted to take time off in lieu of banked overtime to a maximum of five (5) days per year.

Time off shall be taken at a time mutually agreed upon between the Employer and the Employee. Payment of banked overtime shall be paid at the rate at which it was earned. All banked overtime not paid out by the first pay period of December in each year shall be included in that pay subject to the third paragraph.

By mutual agreement, the Employee may carry over a maximum of five (5) days to augment the next year's vacation allotment. Such request to be no later than November 15th in each year.

14.04 Provisions for Meals and Rest Periods on Overtime

After regular hours, where an Employee is required to work overtime, the employee shall receive breaks of one-half (1/2) hour each, time off without pay for meal time, as herein provided. In the event that the overtime work continues immediately after work hours and is estimated to continue to two (2) hours or longer, the first one-half (1/2) hour break shall be given within the second (2nd) hour of overtime, and if overtime continues, the Employee shall be entitled to one-half (1/2) hour time off without pay at the end of every four (4) hours after the first meal break. In the event that an employee, having completed the employee's regular hours, is called back to perform overtime work, the one-half (1/2) hour time period shall be granted within the fifth (5th) hour of overtime and if overtime work continues, then further periods shall be granted at the end of every four (4) hours thereafter. If an Employee is required to perform overtime work within the first hour after regular hours, the overtime work will, for the purpose of this clause, be deemed to have continued immediately after regular hours. In each four (4) hour work period there shall be a fifteen (15) minute rest period.

14.05 Rest Periods

An Employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift, at a time convenient to the work load.

ARTICLE 15 - WORKING CONDITIONS

15.01 Gloves

Rubber or leather gloves will be supplied to the Employees on the basis of need. A maximum for four (4) pairs will be issued annually at the discretion of the Public Works Operations Manager or Working Foremen. The gloves remain the property of the District of Squamish and must be turned in at time of request for replacement.

15.02 Raingear Allowance and Coveralls

The Employer agrees to pay one hundred percent (100%) of the cost of raingear used by the Employees under Schedule "A" and the Engineering Technician, Assistant Technician, Building inspector, Bylaw Enforcement Officer and Animal Control Officer whose general working conditions require such protective clothing, on the condition that those desiring replacement present the used raingear, which becomes the Employer's property, at the time a new set is issued.

The Employer agrees to provide two (2) pairs of coveralls to those requiring same, provided that where new coveralls are requested, the Employee shall turn in the worn outfit, the Employer to pay one hundred (100%) of the cost.

The Employer agrees to contribute fifteen dollars (\$15.00) toward the purchase of steel-toed safety boots for all employees (excluding Sewer Treatment Plant Operators) where safety boots are required by the Workers' Compensation Board. The contribution will be limited to one pair of boots per calendar year for each qualifying employee.

Effective on the execution of the 1994-1996 Collective Agreement the employer agrees to contribute twenty five dollars (\$25.00) toward the purchase of steel-toed safety boots for all employees (excluding Sewer Treatment Plant Operator) where safety boots are required by the Workers' Compensation Board. The contribution will be limited to one pair of boots per calendar year for each qualifying employee.

Effective January 1, 1995 the employer agrees to contribute thirty five dollars (\$35.00) toward the purchase of steel-toed safety boots for all employees (excluding Sewer Treatment Plant Operator) where safety boots are required by the Workers' Compensation Board. The contribution will be limited to one pair of boots per calendar year for each qualifying employee.

One pair of steel-toed work boots, per calendar year, will be provided by the Employer, for Sewer Treatment Plant Operators.

15.03 Dirty Pay

Dirty pay at the rate of one dollar (\$1.00) per hour, will be applicable to sewage treatment plant workers, sewer and water division workers, when they are actively engaged in the scraping of sludge from the treatment plant cell walls, sewer backups or other extreme conditions as approved by the Public Works Operations Manager.

ARTICLE 16 - STATUTORY HOLIDAYS

16.01 All Employees shall have the following Statutory Holidays off with pay at the Employee's regular rate of pay:

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

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

To qualify for this section, all Employees shall have worked for the Employer at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to the Statutory Holiday.

Part Time Employees who qualify for Statutory Holiday Pay shall be paid prorated on the following basis:

Pay for the number of hours worked in the qualifying fifteen (15) working days divided by fifteen (15).

16.02 Compensation for Holidays Falling on Saturday When Saturday is Regular Day Off

When any of the above-mentioned holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

16.03 Compensation for Holidays Falling on Sunday When Sunday is Regular Day Off

When any of the above-mentioned holidays fall on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday where the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

16.04 Holiday Pay

Employees required to work on a Statutory Holiday shall be paid double the standard rate of pay for every hour worked. In addition, all full-time Employees shall be given an additional day off with pay.

16.05 Holidays on Day Off

When any of the above-mentioned holidays fall on an Employee's scheduled day off, which is other than Saturday or Sunday, the Employee shall receive another day off with pay at a time mutually agreed upon between the Employee and the Employer.

ARTICLE 17 - ANNUAL VACATIONS

All full-time Employees covered by the Agreement shall receive an annual vacation with pay on the following basis:

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

17.02 a) Employees during the first (1st) calendar year of service shall accumulate one (1) working day for each completed month of employment, or major fraction thereof, to a maximum of ten (10) working days. Employees shall receive an annual vacation equivalent to the accumulated working days at the Employee's regular rate of pay or four percent (**4%**) of the Employee's annual gross earning, whichever is greater.

- b) Employees who have been employed for less than a calendar year, but are on the payroll at January 1st, shall be considered to have completed their first (1st) calendar year of service.
- c) Employees who have been on Workers' Compensation or Long Term Disability Leave for a twelve month period shall not accrue vacation or vacation pay.

17.03 Employees shall be granted a vacation with pay in accordance with the following schedule:

2nd Year - three (3) weeks or **six percent (6%)** of annual gross earnings, whichever is greater.

8th Year - four (4) weeks or eight percent (8%) of annual gross earnings, whichever is greater.

11th Year - twenty-two (22) days **or** eight decimal eight percent (8.8%) of annual gross earnings, whichever is greater;

14th Year - five (5) weeks or ten percent (10%) of annual earnings, whichever is greater.

20th Year - six (6) weeks or twelve (12%) percent of annual and over earnings, whichever is greater.

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

17.05 Vacation leave preference will be sought from the employees during the first week of February each year for the calendar year. Preliminary Vacation Leave Schedules shall be posted by April 1 and final Vacation Leave Schedule by April 15.

Preference in the selection of an employee's first vacation period in the year shall be by seniority, except for vacations approved for dates which are prior to April 15.

The final decision as to vacation allotments shall rest with the Employer. The employer shall make reasonable effort to grant vacation time as requested.

17.06 When a Statutory or declared holiday falls or is observed during an Employee's vacation period, the employee will be granted an additional days' vacation for each holiday in addition to the employee's regular vacation time.

17.07 When an Employee qualifies for sick leave, bereavement, or any other approved leave during the employee's period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at a mutually agreed upon time between the Employer and Employee.

Notwithstanding the previous paragraph, the Employer may require an affidavit to be sworn to by the Employee, claiming sick leave credits while on annual vacation.

17.08 On retirement, an Employee shall be entitled to the same vacation or vacation pay which the employee would have earned if the employee had continued in employment to the end of the calendar year.

17.09 For the purpose of this section, Employees shall be paid their normal earnings for the period(s) of time on annual vacation. All other vacation entitlement pay for that calendar year shall be adjusted and paid within ten (10) working days following the end of the payroll year.

17.10 If a recall occurs during an Employee's annual vacation, the time that the Employee is asked to work is to be paid at double time, with a minimum of four **(4)** hours call out.

17.11 All other Employees shall receive four percent (4%) of their gross earnings up to and including 1960 hours and six percent (6%) thereafter in lieu of vacation entitlement.

- 17.12 The calculation of holiday entitlement with respect to part-time Employees moving into full-time positions will be to equate service using the formula of "1 year = 1827 hours", exclusive of the first year of employment, which shall be considered as one year of service.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 For Union Business

Designated official representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, provided the employee has obtained the prior approval of the Employer. Such approval shall not be unreasonably denied.

18.02 Leave for Union Duties

- (a) It **is** agreed that designated official representatives of the Union may be granted leave of absence without pay, to attend Union Conventions or perform any other functions on behalf of the Union and its affiliation, provided that prior approval of the Employer has been obtained. Such leave of absence shall not affect the Employee's seniority or benefits contained in this Agreement.
- (b) It is agreed that any Employee who **is** elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, may be granted leave **of** absence without pay and without loss of seniority by the Employer for a period of up to one (1) year which leave may be renewed each year on request during the term of office.
- (c) Upon application to and upon receiving the permission **of** the Employer in each specific case, the official representatives of the Union shall be granted time for the purpose **of** collective bargaining with the Employer. It is understood that no more than three (3) such official representatives shall be granted leave of absence without loss of pay or seniority for the time so spent. Further official representatives may be granted leave of absence without pay.

18.03 Bereavement Leave

An Employee shall be granted up to a total of five **(5)** regularly scheduled consecutive work days leave without loss of salary or wages in the case of a death of a parent, spouse, brother, sister, child, mother-in-law, or father-in-law, natural grandparents and grandchildren. Where the burial occurs two hundred (200) kilometres beyond the boundaries of Squamish, reasonable travelling time may be allowed at the Employer's discretion, such travelling time not to exceed seven (7) days without pay.

18.04 Pallbearer's Leave

A full day's leave shall be granted without loss **of** salary or wages to attend a funeral as pallbearer.

18.05 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any Employee requesting such leave for good sufficient cause including paternity leave. Such request to be in writing and approved by the Employer.

18.06 Jury or Court Witness Duty

- (a) The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or crown witness in any court. The Employer shall pay such an Employee the employee's normal earnings. The payment the employee receives for jury service or court crown witness, excluding payment for travelling, meals, or other expenses shall be handed over to the Employer, together with proof of service and the amount of pay received.
- (b) The Employer agrees that where an Employee is required to serve as a witness on behalf of the Municipality, the Employee shall receive his regular rate of pay, provided that any monies received for witness duties would be turned over to the Municipality.

18.07 Maternity Leave

The Employer will issue a separation certificate on the written request of an Employee who is pregnant, providing that at least (1) month's notice is given prior to the effective date of such separation and which separation date shall not be less than **six (6)** weeks prior to the expected date of confinement. Moreover, the Employer will offer the same position, if it remains established, or alternative employment, without loss of seniority, to the said Employee, providing that at least one (1) month's prior notice, in writing, is given by the Employee of the Employee's intention to return to work. In any case, return to work will not be sooner than **(6)** weeks after the birth of a child and in no case shall the total period of separation exceed six **(6)** months. Benefit provisions contained in this Agreement may be maintained during this period of separation by the Employer. The Employee during this period of separation shall pay in advance the Employee cost portions applicable from the first (1st) of the month following the date of separation. Failure to inform the employer, within a period of six **(6)** months from the date of separation of the Employee's intention to return to employment shall mean that the separation be deemed to be permanent with the concomitant loss of seniority and privileges.

18.08 Adoption Leave

Where an Employee seeks maternity leave due to legal adoption, the foregoing provision shall apply to the extent that they are appropriate to such a situation.

18.09 Paternity Leave

A full-time permanent male employee will be granted one full day's leave with pay on the day of the birth of his child.

18.10 Parental Leave

Where an employee seeks parental leave the legislation set out in the Employment Standards Act and Regulations and amendments thereto shall apply.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 Pay Days

The Employer shall pay salaries and wages bi-weekly on a Friday in accordance with schedules attached hereto and forming part of this Agreement. On each pay day, each Employee shall be provided with an itemized statement of the employee's wages and deductions.

Commencing on September 9, 1994 the Employer shall deposit the employees salaries or wages bi-weekly on a Friday by direct deposit to a financial institution of choice which is located in Squamish. On each pay day, each Employee shall be provided with an itemized statement of the employee's earnings, deductions and amount deposited to the employee's account.

19.02 Equal Pay for Equal Work

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

19.03 Daily Guarantee

- (a) Employees reported for work on the call of the Employer, except school students reporting to work on school days:
The Employee's regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one (1) day of
 - (i) Two (2) hours pay at the Employee's regular rate, except where the Employee's condition is such that he is not competent to perform his duties, or he has failed to comply with the Accident Prevention Regulations of the Workers' Compensation Board; and
 - (ii) If the Employee commences work, four (4) hours' pay at the Employee's regular rate, except when his work is suspended because of inclement weather or other reasons completely beyond the control of the Employer;

- (b) School students reporting for work on school days on the call of the Employer: The Employee's regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one (1) day of two (2) hours' pay at the Employees' regular rate.

19.04 Pay During Temporary Transfers

When an Employee is required by the Employer to temporarily substitute in, or perform the principle duties of a higher paying position, the employee shall receive immediately the rate for the job.

When an Employee is assigned to a position paying a lower rate, such Employee shall incur no reduction in pay.

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

19.05 Education Allowance

- (a) The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to become better qualified to perform the employee's job. Employees shall be paid fifty percent (50%) of the annual course fee upon enrolment and the balance on successful completion of the course.
- (b) The Employer shall pay the cost of Employees attending on behalf of the employer, training program, conferences, seminars and workshops. Employees who attend, on behalf of the Employer, training programs, conferences, seminars and workshops outside of their normal working hours shall be paid their classification rate at straight time for time so spent.
- (c) Leave of Absence with pay shall be granted to allow Employees time to write examinations for courses approved by the Employer.

19.06 Professional Fees

The Employer shall pay professional fees for any Employee who is required to be a member of a professional association or to be a licensed pesticide or herbicide applicator.

19.07 Metric Conversion

The Employer shall repay any authorized costs incurred by an Employee as a result of a metric conversion.

ARTICLE 20 - NEW OR NEWLY CLASSIFIED JOBS

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

ARTICLE 21 - EMPLOYEE BENEFITS

21.01 Pension (MUNICIPAL) Plan

All Employees appointed to permanent positions and who have completed their probationary period and who are employed a minimum of twenty (20) hours per week, shall participate in the Pension (Municipal) Plan. Employees who are ineligible to make the contributions under the pension (Municipal) Plan shall be exempted from its provisions.

21.02 B.C. Medical Plan

Every eligible Employee covered by this Agreement shall, after completing the probationary period, be entitled to protection of the B.C. Medical Plan, the full cost of which shall be borne by the Employer.

21.03 Sick Leave

Every eligible Employee covered by this Agreement shall, after completing the probationary period, be entitled to a sick leave equivalent of one (1) day per month up to a maximum of one hundred and fifty (150) days.

Upon completion of the probationary period each Employee's sick leave accumulation shall be credited from date of hire.

An employee must within reason notify their supervisor of any absence due to illness before the commencement of the employee's regular shift.

The Employer may require an employee to provide a statement from a qualified medical practitioner confirming that the employee is able to work or unable to work as a result of the illness, accident or injury. Any additional cost will be borne by the employer.

21.04 Weekly Indemnity Plan

Following a period of eight (8) **day's** sickness at any one time, after exhaustion of accumulated sick leave, a weekly indemnity plan comes into effect, paying seventy-five (75%) of the employee's regular pay, to a maximum of \$500.00 per week and for a maximum of one year. The full cost of providing this benefit shall be borne by the employee.

21.05 Dental Care Coverage

The Employer agrees to provide a dental plan as a condition of continued employment for all Employees who have completed their probationary period. The dental plan coverage for Employees and their dependents provide the following:

- (i) Basic Dental Plan "A" with the plan paying one hundred percent (100%) of the cost of basic dental service subject to the Dental Contract in force.

Dental Plan "B" with the plan paying eighty percent (80%) to a maximum of \$1,000.00 per annum, of the cost of major restorative services, subject to the Dental Contract in force.

Dental Plan "C" with the plan paying fifty percent (50%) of the cost, to a maximum of \$1,000.00 per insured person lifetime, of orthodontic services, subject to the Dental Contract in force.

- (ii) The premiums for the dental plan will be shared eighty percent (80%) by the Employer and twenty (20%) by the Employee.

Effective January 1, 1996 the premiums for the dental plan will be shared eighty-five percent (85%) by the Employer and fifteen percent (15%) by the Employee.

21.06 Group Life Insurance

The Employer agrees to contribute one hundred percent (100%) of the actual cost of the premiums of each Employee covered by the provisions of this Agreement through a group insurance and accidental death and dismemberment plan, to be mutually chosen by the Employer and the Union. Insurance coverage will be based on double the amount of the Employee's annual salary or wage with a minimum of \$60,000.

It is agreed and understood between the Employer and the Union that group life insurance plan coverage shall be a condition of continued employment for all Employees who have completed their probationary period.

21.07 Extended Health Benefits

The Employer agrees to provide an extended health care plan as a condition of continued employment for all Employees who have completed their probationary period.

The Employer agrees to provide commencing January 1, 1995 an optional Extended Health Care Plan vision care benefit for corrective lenses or frames or contact lenses. Vision care benefits which after the allowance for a deductible will provide a maximum reimbursement of two hundred dollars (\$200) every twenty four (24) months to each eligible employee covered by this Agreement.

The premiums for the extended health care plan will be shared sixty percent (60%) by the Employer and forty percent (40%) by the Employee.

During the term January 1, 1995 to December 31, 1995, the premiums for the extended health care plan will be shared seventy five percent (75%) by the Employer and twenty five percent (**25%**) by the Employee.

Commencing January 1, 1996, the premiums for the extended health care plan will be shared eighty five percent (85%) by the Employer and fifteen percent (15%) by the Employee.

21.08 Medicals

The Employer agrees to pay the cost of a medical where required by the Employer.

21.09 All Schedule "G" Employees shall receive ten percent (10%) above the classification rate, in lieu of all benefits in this Article.

21.10 Time Durated employees shall receive ten percent (10%) above the job title rate in lieu of all benefits in this article after working four hundred and fifty five (**455**) regular working hours or five hundred and twenty (520) regular hours worked depending on the classification the employee is working in.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

The Union and the Employer agree that safety and health shall be in accordance with the Workers' Compensation Act and all its regulations.

There shall continue to be an Occupational Health and Safety Committee which is composed of at least two (**2**) members from management and two (**2**) members from the Union. The Committee shall hold monthly meetings for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices and to improve existing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be made available to the Employer, the Union and Workers' Compensation Board.

ARTICLE 23 - TECHNOLOGICAL CHANGES

23.01 Union Notification of Changes

Thirty (30) days before the introduction of any technological changes, or methods of operation which affect the rights of full-time Employees, conditions of employment, wage rates or work loads, the Employer shall notify the union of the proposed change. If the Employer and the Union fail to agree on the results of the change, the matter shall be referred to the Grievance Procedure of this Agreement.

23.02 No Dismissals

No full-time Employee shall be dismissed by the Employer because of mechanization **or** technological changes. A full-time Employee **Who** is displaced from the employee's job by virtue of technological change or improvement will suffer no reduction in normal earnings and will be given the opportunity to fill other vacancies according to seniority.

23.03 Tr ining _____ amme

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by full-time employees under the present methods of operation, such employees shall, at the expense of the Employer be given a minimum period, not to exceed three (3) months, during which time they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

ARTICLE 24 - JOB SECURITY

No bargaining unit Employee shall be laid off as a direct result of the Employer contracting out any of its present work or service.

ARTICLE 25 - GENERAL

25.01 Interviewing Opportunity

A representative of the Union or Steward shall be given an opportunity to interview each new Employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of Union membership and its responsibilities and obligations to the Employer and the Union.

25.02 Forms to be Completed

The Employer agrees that all Employees upon date of hire shall be required to complete all forms required under this Agreement. The Employer further agrees to acquaint all Employees with conditions of work, supply of ~~work~~ clothing and safety equipment.

25.03 Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in the Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Party or Parties hereto so require.

25.04 Bulletin Boards

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

25.05 Tools, Equipment and Vehicles

- (a) The Employer shall supply all tools, equipment and vehicles required by the Employees in the performance of their duties. Replacement will be made by producing the worn or broken tool.
- (b) This excludes the Maintenance Mechanic's position, who will **supply** the hand tools, however, all benefits of insurance and replacement shall apply.

25.06 Funded Work Program Employees

It is understood that if a Federal, Provincial, and/or any other funded program Employee is selected as a regular Employee, during or at the completion of their employment on such funded program, they shall be accorded all provisions of the Collective Agreement accorded Probationary Employees. The Funded Work Employees will be accorded all provisions of the Collective Agreement except when excluded by Article 10.08.

25.07 Time-Durated Employees shall not be permitted to work in two (2) classifications at the same time except by mutual Agreement between the parties. Such agreement will be in the form of a letter of understanding.

ARTICLE 26 - PRESENT CONDITIONS AND BENEFITS

26.01 Present Conditions to Continue

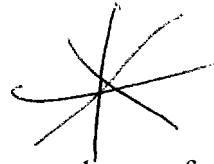
All rights, benefits, privileges and working conditions which Employees and the Employer now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with the Agreement, but may be modified by mutual Agreement between the Employer and the Union.

26.02 Continuation of Acquired Rights

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

ARTICLE 27 - CROSSING OF LEGAL PICKET LINES

No Employee covered by this Agreement except in emergency conditions will be required to enter any building, property or business where a picket line of a recognized Labour Union is in evidence.



Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Pay for such loss of time shall be at the discretion of the Employer.

ARTICLE 28 - TERMS OF AGREEMENT

28.01 This Agreement shall be for the period from and including January 1st, 1994 to and including December 31, 1996 subject to the right of either party to the Agreement, at any time within four **(4)** months immediately preceding the date of the expiry of this Agreement (December 31, 1996) or immediately preceding the last day of December in any year thereafter by written notice, to require the other party of the Agreement to commence collective bargaining.

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

- (1) the Union shall give notice to strike (or until the Union goes on strike), or
- (2) the Employer shall give notice of lock-out (or the Employer shall lock-out the Employees), or
- (3) the parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement.

whichever is the earliest.

28.02 Retroactive Pay for Terminated Employees

An Employee who has been employed between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other perquisites.

28.03 Retroactivity

All changes in the new Agreement shall be adjusted retroactively unless otherwise specified.

28.04 Mutually-Agreed Changes

Any mutually-agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure. Such mutually-agreed changes shall be presented in writing.

ARTICLE 29 - LABOUR MANAGEMENT COMMITTEE

A Joint Labour/Management Committee shall be established consisting of up to three representatives of the Union and three representatives of the Employer.

The Joint Committee shall concern itself with discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement, with problems and potential problems involving the Parties, but not with grievances, and shall have the power only to make recommendations to the Union and the Employer.

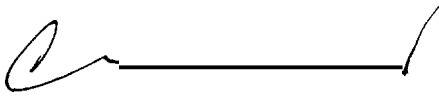
The Joint Committee shall meet at the written call of either party, for a stated purpose, within ten (10) days of the call. Minutes will be taken for the proceedings of each meeting, and each party shall receive a copy of the Minutes.

The employees in attendance will not suffer a loss of pay for attending Joint Labour/Management Committee meetings.

IN WITNESS WHEREOF, BOTH PARTIES HERETO HAVE EXECUTED
THEIR PRESENCE ON THIS 15 DAY OF July, 1994

SEALED WITH THE SEAL OF THE
DISTRICT OF SQUAMISH
SIGNED IN THE PRESENCE OF
ITS PROPER OFFICERS:

SEALED WITH THE SEAL OF
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2269, AND
SIGNED IN THE PRESENCE OF ITS
PROPER OFFICERS



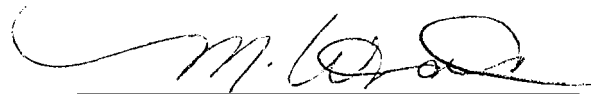
MAYOR



PRESIDENT



CLERK ADMINISTRATOR



SECRETARY TREASURER

DISTRICT OF SQUAMISH
JOB TITLE AND WAGE SCHEDULE

SCHEDULE "A":

JOB TITLE	<u>JAN 1, 1994</u>	<u>JAN 1, 1995</u>	<u>JAN 1, 1996</u>
Labourer	16.88	17.13	17.43
Truck Driver	17.96	18.23	18.55
Pipe Layer	17.46	17.72	18.03
Small Tractor & Sweeper Operator	17.62	17.88	18.19
Sweeper Operator 1	18.11	18.38	18.70
Backhoe Operator	18.14	18.41	18.73
Front End Loader Operator I	18.14	18.41	18.73
Front End Loader Operator II	18.49	18.77	19.10
Grader Operator	19.14	19.43	19.77
Lead Hand	19.14	19.43	19.77
Assistant Sewer Plant Operator	17.86	18.13	18.45
STP Op Class 1	18.85	19.13	19.46
STP Op Class 3	21.19	21.51	21.89
Working Foreman	21.19	21.51	21.89
Maintenance Mechanic	21.83	22.16	22.55
Mechanic's Helper	17.59	17.85	18.16
Gardener 1 First Increment	18.65	18.93	19.26
Second Increment	18.93	19.21	19.55

DISTRICT OF SQUAMISH
JOB TITLE AND WAGE SCHEDULE

SCHEDULE "B"

JOB TITLE	<u>JANUARY 1, 1994</u>			
	Hourly Rate	Increment Steps		
	1st (0-3 Mos)	2nd (4-6 Mos)	3rd (7-12 Mos)	4th (1 Year)
Cashier/Clerk I	15.85	16.11	16.36	16.64
Cashier/Clerk II/ Clerk/Typist II	16.11	16.36	16.64	16.88
Stenographer	16.36	16.64	16.88	17.16
Clerk 3 - Taxation	16.88	17.16	17.41	17.64
Stenographer/Clerk 4 Payroll/Accounts Payable Clerk 4	17.41	17.64	17.92	18.17
Data Processing Clerk 5				
- January 1, 1994	18.82	18.94	19.21	19.47
- July , 1994	19.67	19.79	20.06	20.32
- December 31, 1994	20.51	20.63	20.90	21.16

JANUARY 1, 1995

Cashier/Clerk I	16.09	16.35	16.61	16.89
Cashier/Clerk II/ Clerk/Typist II	16.35	16.61	16.89	17.13
Stenographer	16.61	16.89	17.13	17.42
Clerk 3 - Taxation	17.13	17.42	17.67	17.90
Stenographer/Clerk 4 Payroll/Accounts Payable Clerk 4	17.67	17.90	18.19	18.44
Data Processing Clerk 5	20.82	20.94	21.21	21.48

JANUARY 1, 1996

Cashier/Clerk I	16.37	16.64	16.90	17.19
Cashier/Clerk II/ Clerk/Typist II	16.64	16.90	17.19	17.43
Stenographer	16.90	17.19	17.43	17.72
Clerk 3 - Taxation	17.43	17.72	17.98	18.21
Stenographer/Clerk 4 Payroll/Accounts Payable Clerk 4	17.98	18.21	18.51	18.76
Data Processing Clerk 5	21.18	21.31	21.58	21.86

DISTRICT OF SQUAMISH

JOB TITLE AND WAGE SCHEDULE

SCHEDULE "B":

JOB TITLE	<u>JAN 1, 1994</u>	<u>JAN 1, 1995</u>	<u>JAN 1, 1996</u>
Assistant Technician	20.13	20.43	20.79
Engineering Technician	21.41	21.73	22.11
Building Inspector/ By-Law Enforcement Officer	26.02	26.41	26.87
Building Inspector	24.26	24.62	25.05
By-Law Enforcement Officer			
First Increment	17.14	17.40	17.70
Second Increment	17.55	17.81	18.12

DISTRICT OF SQUAMISH

JOB TITLE AND WAGE SCHEDULE

SCHEDULE "C":

JOB TITLE	<u>JAN 1, 1994</u>	<u>JAN 1, 1995</u>	<u>JAN 1, 1996</u>
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RECREATION EMPLOYEES

Lifeguard/Instructor I	14.03	14.24	14.49
Lifeguard/Instructor II	15.62	15.85	16.13
Head Instructor	16.69	16.94	17.24
Head Guard	16.69	16.94	17.24
Program Supervisor (Effective July , 1994	18.22 21.19)	21.51	21.89
Program Instructor	15.23	15.46	15.73
Preschool Instructor	15.23	15.46	15.73
Recreation Service Worker Ia	16.47	16.72	17.01
Recreation Service Worker Ib	17.10	17.36	17.66
Recreation Service Worker Ic	17.34	17.60	17.91
Recreation Service Worker 2	21.19	21.51	21.89

	<u>Hourly Rate</u>		<u>Increment Steps</u>	
	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>
	(0-3 Mos)	(4-6 Mos)	(7-12 Mos)	(1 Year)

Recreation Stenographer (January 1, 1994	16.36	16.64	16.88	17.16
(January 1, 1995)	16.61	16.89	17.13	17.42
(January 1, 1996)	16.90	17.19	17.43	17.72
Recreation Cashier Clerk (January 1, 1994)	14.19	14.40	14.61	14.82
(July , 1994)	15.04	15.25	15.46	15.67
(January 1, 1995)	15.27	15.48	15.69	15.91
(January 1, 1996)	15.54	15.75	15.96	16.19

DISTRICT OF SQUAMISH

JOB TITLE AND WAGE SCHEDULE

SCHEDULE "D"

JOB TITLE	<u>JAN 1, 1994</u>	<u>JAN 1, 1995</u>	<u>JAN 1, 1996</u>
Animal Control Officer	17.58	17.84	18.15
Animal Control Assistant	12.73	12.92	13.15

SCHEDULE "E"

JOB TITLE	<u>JANUARY 1, 1994</u>			
	Hourly Rate 1st (0-3 Mos)	2nd (4-6 Mos)	3rd (7-12 Mos)	Increment Steps 4th (1 Year)
Stenographer/Dispatcher	16.99	17.26	17.51	17.75
Guard - R.C.M.P.				12.87
	<u>JANUARY 1, 1995</u>			
Stenographer/Dispatcher	17.24	17.52	17.77	18.02
Guard - R.C.M.P.				13.06
	<u>JANUARY 1, 1996</u>			
Stenographer/Dispatcher	17.54	17.83	18.08	18.34
Guard - R.C.M.P.				13.29

SCHEDULE "F"

JOB TITLE	<u>JAN 1, 1994</u>	<u>JAN 1, 1995</u>	<u>JAN 1, 1996</u>
Janitor - Public Safety Building	13.78	13.99	14.23
Janitor Relief - Public Safety	13.78	13.99	14.23
Janitor - Municipal Hall	13.78	13.99	14.23

DISTRICT OF SQUAMISH

JOB TITLE AND WAGE SCHEDULE
SCHEDULE "G" CASUAL EMPLOYEES

<u>JOB TITLE</u>	<u>JAN 1, 1994</u>	<u>JAN 1, 1995</u>	<u>JAN 1, 1996</u>
Cashier/Ticket Taker	8.13	8.25	8.39
Junior Guard	8.13	8.25	8.39
Skate Patrol	8.13	8.25	8.39
Summer Employee	8.13	8.25	8.39
Concession Worker	8.13	8.25	8.39
Concession Supervisor	11.42	11.59	11.79

ALL EMPLOYEES IN SCHEDULE "G" SHALL RECEIVE 10% ABOVE THE JOB TITLE RATE IN LIEU OF ALL BENEFITS IN ARTICLE 21, PLUS THE APPROPRIATE VACATION PAY RATE IN ACCORDANCE WITH ARTICLE 17.12.

SCHEDULE "H" INCUMBENTS

<u>JOB TITLE</u>	<u>JAN 1, 1994</u>	<u>JAN 1, 1995</u>	<u>JAN 1, 1996</u>
Concession Supervisor - D. St. Cyr	14.44	14.66	14.92
Ticket Taker/Cashier			
B. Woodward	11.62	11.79	12.00
C. McCreedy	11.62	11.79	12.00

D. ST. CYR SHALL RECEIVE 10% ABOVE THE JOB TITLE RATE IN LIEU OF ALL BENEFITS IN ARTICLE 21 PLUS THE APPROPRIATE VACATION PAY RATE IN ACCORDANCE WITH ARTICLE 17.12.

B. WOODWARD AND C. MCCREEDY MAY AT THEIR OPTION RECEIVE 10% ABOVE THE JOB TITLE RATE IN LIEU OF ALL BENEFITS IN ARTICLE 21, PLUS THE APPROPRIATE VACATION PAY RATE IN ACCORDANCE WITH ARTICLE 17.12 AND 17.13 OR ALL THE BENEFITS IN ARTICLE 21. THIS OPTION MUST BE EXERCISED BY THE 31ST OF MARCH 1992.

LETTER OF UNDERSTANDING


THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE DISTRICT OF SQUAMISH AND THE UNDERSIGNED REPRESENTATIVES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2269, AGREE TO THE FOLLOWING:

That a Job Description Committee comprised of representatives of the District of Squamish and the Canadian Union of Public Employees Local No. 2269 will review all amendments, revisions and/or new job descriptions.

The parties shall by mutual agreement meet at the call of either party at a mutually agreed time to review amended, revised or new job descriptions. Minutes will be taken for the proceedings of each meeting and each party shall receive a copy of the minutes.

IN WITNESS WHEREOF THE **EMPLOYER AND** THE UNION AGREE ON THIS 15 DAY OF July, 1994 THAT THIS LETTER OF UNDERSTANDING SHALL FORM PART OF THE COLLECTIVE AGREEMENT IN EFFECT DURING THE PERIOD FROM AND INCLUDING JANUARY 1, 1994 TO AND INCLUDING DECEMBER 31, 1996

SIGNED ON BEHALF OF THE
DISTRICT OF SQUAMISH



MAYOR



CLERK ADMINISTRATOR

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES



PRESIDENT



SECRETARY TREASURER

LETTER OF UNDERSTANDING

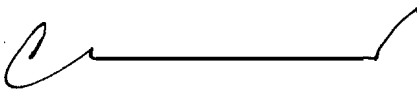
THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE DISTRICT OF SQUAMISH AND THE UNDERSIGNED REPRESENTATIVES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2269, AGREE AS FOLLOWS:

If the average hours worked by Ticket Taker/Cashier incumbent B. Woodward and/or C. McCreedy is reduced below 20 hours per week for two consecutive months, B. Woodward and/or C. McCreedy will revert to Schedule "G" commencing on the third month.

The Employer will not arbitrarily reduce the working hours of incumbent B. Woodward and C. McCreedy by the indiscriminate use of other part-time Ticket Taker/Cashiers.

IN WITNESS WHEREOF, THE EMPLOYER AND THE UNION AGREED ON THIS 15 DAY OF July, 1994, THAT THIS LETTER OF UNDERSTANDING SHALL FORM PART OF THE COLLECTIVE AGREEMENT IN EFFECT DURING THE PERIOD FROM AND INCLUDING JANUARY 1, 1994 TO AND INCLUDING DECEMBER 31, 1996.

SIGNED ON BEHALF OF THE
DISTRICT OF SQUAMISH



MAYOR



CLERK ADMINISTRATOR

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES



PRESIDENT



SECRETARY TREASURER

LETTER OF UNDERSTANDING

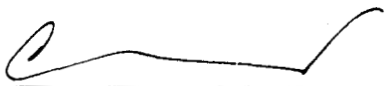
THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE DISTRICT OF SQUAMISH AND THE UNDERSIGNED REPRESENTATIVES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2269, AGREE TO THE FOLLOWING;


That a person operating a small parks tractor, for the District of Squamish, is not **required** to hold a Class 3 driver's licence.


IN WITNESS WHEREOF THE EMPLOYER AND THE UNION AGREE ON THIS ¹⁵ DAY OF ^{July}, 1994 THAT THIS LETTER OF UNDERSTANDING SHALL FORM PART OF THE COLLECTIVE AGREEMENT IN EFFECT DURING THE PERIOD FROM AND INCLUDING JANUARY 1, 1994 TO AND INCLUDING DECEMBER 31, 1996.

SIGNED ON BEHALF OF THE
DISTRICT OF SQUAMISH

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES


MAYOR


CLERK ADMINISTRATOR


PRESIDENT


SECRETARY TREASURER

LETTER OF UNDERSTANDING

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE DISTRICT OF SQUAMISH AND THE UNDERSIGNED REPRESENTATIVES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2269, AGREE AS FOLLOWS:

R.C.M.P. Schedule E Civilian Employees

1. Application

This Letter of Understanding applies to all full-time Stenographer/Dispatcher employees whose main job function is performed in the R.C.M.P. Telecommunications Centre.

2. Hours of Work and Shift Schedule

The shift schedule will be work in accordance with a schedule identified as "Four On and Four Off". One work shift shall span twelve consecutive hours inclusive of a one and one-half hour unpaid lunch break and two twenty (20) minute rest periods.

3. Vacations

Vacation allotment noted in the Collective Agreement shall be converted from days to hours and will be taken on that basis. Example - 3 weeks vacation is equal to 15 days, 105 hours (15 days x 7 hours = 105 hours) 105 hours divided by 10.5 hours per shift equals an allotment of 10 shifts.

4. Shift Differential

Shift Differential shall only be paid for the actual hours worked according to the Collective Agreement.

5. Sick Leave

Sick leave shall be converted to actual hours. Twelve days per year x 7 hours = 84 hours sick leave credit per year.

6. Overtime

Overtime rates shall apply after 10.5 hrs work.

7. Statutory Holidays

Statutory Holidays will be calculated on actual hours worked on the Statutory Holiday. Examples: a shift from 07:00 a.m. to 7:00 p.m. on the Statutory Holiday - all hours will be paid on a Statutory Holiday basis. A shift from 7:00 p.m. on Statutory Holiday pay will be paid from 7:00 p.m. to 12:00 p.m. only and regular pay from 12:00 p.m. to 7:00 a.m. the following day. A shift from 7:00 p.m. on the day preceding a Statutory Holiday to 7:00 p.m. on the day preceding a Statutory Holiday to 7:00 a.m. on the Statutory Holiday - regular pay will be paid from 7:00 p.m. to 12:00 p.m. and Statutory Holiday pay from 12:00 p.m. to 7:00 a.m.

Employees required to work on a Statutory Holiday shall be paid double the standard rate of pay for every hour worked. In addition, all full-time employees shall be given an additional day (7 hours) off with pay.

8. Principle Governing the Conversion from a 5 Day Week to a Compressed Week

(a) Present Hours of Work

52 weeks per year x 35 hours per week plus one day (based on 261 day average per year)	= 1827 Hours
Less: 11 Statutory Holiday x 7 hours	= <u>77</u> Hours
Average Hours worked per year	= 1750 Hours

(b) Compressed Work Week

365 days per year x 42 Hours 8 days in Cycle	= 1916.25 Hours worked per year on average
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(c) Method of Payment

Payment to be based on an average of 35 hours per week.

Compressed Work Week Average Hours Per Year	= 1916.25 Hours
11 Statutory Holidays x 7 Hours	= <u>77.00</u> Hours
	1839.25
Average Compressed Work Week Additional Hours Per Year	= 89.75 Hours

The additional hours worked by each full-time employee shall be compensated in time off at a time which is agreeable to both the employee and the Detachment Commander.

IN WITNESS WHEREOF, THE EMPLOYER AND THE UNION AGREED ON THIS 15 DAY OF July, 1994, THAT THIS LETTER OF UNDERSTANDING SHALL FORM PART OF THE COLLECTIVE AGREEMENT IN EFFECT DURING THE PERIOD FROM AND INCLUDING JANUARY 1, 1994 TO AND INCLUDING DECEMBER 31, 1996.

SIGNED ON BEHALF OF THE
DISTRICT OF SQUAMISH



MAYOR



CLERK ADMINISTRATOR

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES



PRESIDENT



SECRETARY TREASURER

LETTER OF UNDERSTANDING

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE DISTRICT OF SQUAMISH AND THE UNDERSIGNED REPRESENTATIVES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2269, AGREE AS FOLLOWS:

R.C.M.P. Schedule E Civilian Employees

1. Application - Employees working a 4-on 4-off shifts.

This Letter of Understanding applies to all full-time Stenographer/Dispatcher employees employed on functions other than the RCMP telecommunications Centre.

2. Hours of Work and Shift Schedule

The shift schedule will be worked in accordance with a schedule identified as "Four On and Four Off". One work shift shall span 11 consecutive hours inclusive of a one (1) hour unpaid lunch break and two twenty (20) minute rest periods.

3. Vacations

Vacation allotment noted in the Collective **Agreement** shall be converted from days to hours and will be taken on that basis. Example - 3 weeks vacation is equal to 15 days, 105 hours (15 days x 7 hours = 105 hours). 105 hours divided by 10 hours per shift equals an allotment of 10.5 shifts.

4. Shift Differential

Shift Differential shall only be paid for the actual hours worked according to the Collective Agreement.

5. Sick Leave

Sick Leave shall be converted to actual hours. Twelve days per year x 7 hours = 84 hours sick leave credit per year.

6. Overtime

Overtime rates shall apply after 10 hours work.

7. Statutory Holidays

Statutory Holidays will be calculated on actual hours worked on the Statutory Holiday. Example: a shift from 7:30 a.m. to 6:30 p.m. on the Statutory Holiday - all hours will be paid on a Statutory Holiday basis. A shift from 2:00 p.m. to 1:00 a.m. on the Statutory Holiday will be Statutory Holiday pay from 2:00 p.m. to 12:00 a.m. only with regular time being paid from 12:00 to the end of the shift at 1:00 a.m. A shift that starts on a regular works day at 2:00 p.m. and end at 1:00 a.m. on a Statutory Holiday shall be paid at regular time until 12:00 a.m. and Statutory Holiday pay from 12:00 a.m. to 1:00 a.m.

Employees required to work on a Statutory Holiday shall be paid double the standard rate of pay for every hour worked. On addition, all full-time employees shall be given an additional (7 hours) off with pay.

8. Principal Governing the Conversion from a 5 Day Week to a Compressed Week:

(a) Present Hours of Work

52 weeks per year x 35 hours per week
plus 1 day (based on 261 day average per year) = 1827 Hours
Less 11 Statutory Holidays x 7 hours = 77 Hours
Average **Hours** worked per year = 1750 Hours

(b) Compressed Work Week


365 days per year x 40 hours - 1825 Hours worked per
8 days in a cycle year on average

(c) Method of Payment

Payment to be based on an average
of 35 hours per week
Compressed Work Week Average
Hours Per Year = 1825
11 Statutory Holidays x 7 = 77 Hours
Average Compressed Work Week
Minus Hours Per Year (2 Hours) 1748 Hours

IN WITNESS WHEREOF, THE EMPLOYER AND THE UNION AGREE ON THIS
15 DAY OF ~~July~~ 1994, THAT THIS LETTER OF UNDERSTANDING SHALL FORM
PART OF THE COLLECTIVE AGREEMENT IN EFFECT DURING THE PERIOD
FROM AND INCLUDING JANUARY 1, 1994 TO AND INCLUDING DECEMBER 31,
1996.

SIGNED ON BEHALF OF THE
DISTRICT OF SQUAMISH



MAYOR



CLERK ADMINISTRATOR

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES



PRESIDENT



SECRETARY TREASURER

LETTER OF UNDERSTANDING


THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE DISTRICT OF SQUAMISH AND THE UNDERSIGNED REPRESENTATIVES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2269, AGREE TO THE FOLLOWING:

A Public Works Employee required to be on standby duty shall verbally respond to telephone calls; redirect action to an appropriate employee(s), or respond personally if appropriate.

Standby pay for a standby service falling between 4:30 pm Friday to 8:00 am Monday shall be Fifty Dollars (\$50.00).

IN WITNESS WHEREOF THE EMPLOYER AND THE UNION AGREE ON THIS 15 DAY OF July, 1994 THAT THIS LETTER OF UNDERSTANDING SHALL FORM PART OF THE COLLECTIVE AGREEMENT IN EFFECT DURING THE PERIOD FROM AND INCLUDING JANUARY 1, 1994 TO AND INCLUDING DECEMBER 31, 1996

SIGNED ON BEHALF OF THE
DISTRICT OF SQUAMISH



MAYOR



CLERK ADMINISTRATOR

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES



PRESIDENT



SECRETARY TREASURER