

SOURCE	Union	
DATE	97	01/01
TERM.	99	12/31
No. OF EMPLOYEES	160	
NOMBRE D'EMPLOYÉS	160	

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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THIS AGREEMENT MADE this 17th day of December, 1997.

BETWEEN:

DISTRICT OF SQUAMISH
(Hereinafter called the "Employer")
PARTY OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2269
(Hereinafter called the "Union")
PARTY OF THE SECOND PART

Article 1 - PURPOSE OF THE COLLECTIVE AGREEMENT

1.01 Purpose

THE PARTIES agree that the purpose of this collective agreement is:

- a) to maintain and promote harmonious relations;
- b) to maintain and enhance the practices and procedures of collective bargaining;
- c) to promote conditions favourable to the orderly and constructive settlement of disputes;
- d) to encourage efficiency in the District's operations and quality in service delivery;
- e) to promote the morale, well being and security of all employees in the bargaining unit; and
- f) to recognize the value of joint discussions and negotiations in all matters pertaining to working conditions.

Article 2 - DEFINITIONS

2.01 Employee Definitions

- a) Regular Employee: is a person employed on a full time or part time basis, in a position which is expected to be continuous, and who has successfully completed probation.
- b) Probationary Employee: is a person employed full time or part time in a regular position and who is serving the probationary period.

- c) Temporary Employee: is a person employed full time or part time, on a temporary basis for a specific period of time or specific purpose of up to **six** months duration. Extensions may be obtained only by mutual consent in writing not less than 10 working days prior to the expiry of the temporary period. When the temporary appointment is at an end, the employee is considered separated.
- d) Casual Employee: is a person employed on a day-to-day basis (sporadic or consecutive); to perform specific short-term or occasional functions, or to fill in for another employee. A Casual employee can be scheduled ahead of time, but at any time may only be scheduled for up to 10 consecutive working days.
- e) Regular Position: is a position, full time or part time, of an ongoing nature.
- f) Temporary Position: is a position, full time or part time, which is of a limited duration.
- g) Promotion: for the purpose of this agreement is the movement of an employee to a position in a classification with a higher rate of pay.
- h) Transfer: for the purpose of this agreement **is** the movement of an employee to a position in a classification with the same rate of pay.
- i) Demotion: for the purpose of this agreement is the movement of an employee to a position in a classification with a lower rate of pay.
- j) Last Date of Hire: is the date an employee last entered the service of the Employer without a break in status as an employee.
- k) Days: in this Collective Agreement means calendar days unless specified differently.

Article 3 - RECOGNITION OF THE UNION AND THE BARGAINING UNIT

3.01 Employer

The District of Squamish is an Employer within the meaning of the Labour Relations Code of British Columbia.

3.02 Bargaining Unit

The Employer, or anyone authorized to act on its behalf, approves and recognizes CUPE Local 2269 **as** the sole collective bargaining agent for all Employees of the District save and

except those excluded by the Labour Relations Code of British Columbia.

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.

3.04 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.

Article 4 - MANAGEMENT RIGHTS

4.01 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.

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

4.03 The employer shall always have the right to hire, discipline, demote, promote and discharge employees for proper cause, or as set out in Article 11.03 dealing with probation.

4.04 The Employer shall have the right at any time to have the assistance of advisor(s) when dealing or negotiating with the Union.

Article 5 - NO DISCRIMINATION

5.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised 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/her membership or activity in the Union.

5.02 The employer and the union agree that sexual harassment will not be tolerated in the workplace.

Article 6 - UNION MEMBERSHIP REQUIREMENT

6.01 All Employees to Be Members

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.

6.03 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.

Article 7 - CHECK OFF OF UNION DUES

7.01 Written Assignment of Dues, Fees and Assessments

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.

7.02 Union to Advise District

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.

7.03 Dues, Fees and Assessments Deducted

The Employer, upon receipt of such advice from the Union, shall thereupon make the deductions from the earnings of the Employees. The amounts deducted together with a list of those Employees from whom such deductions were made, shall 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 check offs, collection

and remitting of dues money to the Union.

7.04 Dues on Temporary Promotion to Management

An employee temporarily promoted to a management position pursuant to Article 19.04, shall continue to pay membership dues, through payroll deduction, in **an** amount equal to what the employee would have paid had they remained in the bargaining unit.

7.05 Information to Union

The District will provide to the Union from time to time, upon request, the names and mailing addresses of current members of the bargaining unit, as on file. This information is for the exclusive use of 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 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 negotiating with the Employer.

8.03 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.

Article 9 - GRIEVANCE PROCEDURE AND ARBITRATION

9.01 Recognition of Union Steward

- a) 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.

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

9.02 Right to Have Union Steward Present

- a) **An** employee shall have the right to have a Steward or Union Representative present at any discussions with management supervisory personnel which the employee believes might be the basis of disciplinary action.
- b) (i) Where a management 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.

(ii) No employee is required to answer to the charges without a Steward or Union Representative present.

9.03 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 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.

9.04 Grievance Defined

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.

9.05 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, at all stages shall be in writing and shall state reasons.

9.06 Facilities for Grievances

The Employer shall supply the necessary facilities for grievance meetings.

9. 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 the arbitrator deems just and equitable.

9.08 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 3 of the Grievance Procedure.

10. Grievance Procedures

a) Informal Discussion

The parties recommend, that prior to filing a formal grievance, an employee who has a perceived difference may meet With the immediate management supervisor and that the employee and supervisor shall informally discuss the matter and attempt to resolve it. Either person may be accompanied by a shop steward or witness.

b) Grievance Process

Step 1

A difference shall be submitted in writing as a grievance and shall be referred to the immediate management supervisor within seven (7) days of the employee or the union becoming aware, or should have reasonably been aware of the incident giving rise to the grievance. There shall be five (5) days to resolve the grievance.

If the immediate management supervisor is the department head, and the grievance is not resolved, Step 2 shall be skipped.

Step 2

A matter not resolved at Step 1, may be referred in writing within seven (7) days by the Union to the appropriate department head. There shall be seven (7) days to meet and resolve the grievance.

Step 3

A grievance not resolved at Step 2 above, may be referred in writing to the Administrator within seven (7) days. A meeting involving up to three (3) representatives of the Union and up to three (3) representatives of the Employer shall be held within fourteen (14) days to resolve the grievance. The Administrator shall have five (5) days to respond in writing following the meeting. The Union shall notify the Administrator in writing of its acceptance or rejection of the response within five (5) days of receiving it. If the matter is not resolved the Union shall refer it to arbitration within a further ten (10) days.

c) Mediation

A grievance not resolved at Step 3 above, may be referred to mediation by either party within five (5) days of the referral to arbitration. This referral shall be done by requesting the Labour Relations Board to appoint a mediator to assist the parties to settle the grievance. Time does not run in respect of the arbitration procedure in this Article until the mediator has completed the mediation process.

9.10 Arbitration

The grieving party, when referring a grievance to arbitration, shall indicate whether formal or fast-track arbitration is to be used.

Note - the provision for fast-track arbitration contained in this Article shall be in place as an experiment for the duration of the life of this collective agreement. Its value shall be assessed during the bargaining period for the ensuing collective agreement and it shall be retained only by the agreement of both parties.

a) Formal Arbitration

If formal arbitration is to be used, the Parties shall agree on a single arbitrator, or should the parties fail to appoint an arbitrator within seven (7) days of the reference to arbitration, either party may request the Director of the Collective Agreement Arbitration Bureau to make the appointment.

b) Fast-track Arbitration

If fast-track arbitration is to be used, the Parties shall agree on a single arbitrator, or should the parties fail to appoint an arbitrator within seven (7) days of the reference to arbitration, either party may request the Director of the Collective Agreement Arbitration Bureau to make the appointment.

If fast-track arbitration is used the following shall apply:

- i) The hearing shall be scheduled to be held within one (1) month;
 - ii) The parties shall meet at least one week prior to the hearing:
 - (a) to exchange a copy of any document they intend to use at the hearing;
 - (b) in collaboration, to establish and attempt to agree on the facts relevant to the grievance;
 - (c) to review and attempt to settle the grievance.
 - iii) The hearing shall be conducted in the most informal and expedited way possible according to the nature and circumstances of the grievance.
 - iv) Formal rules of evidence shall not be used and the use of authorities shall be limited. The intent is to minimize the use of witnesses and no transcripts shall be made;
 - v) At the request of either party, the arbitrator may rule that a grievance is of such a nature that it should be referred to the formal arbitration procedure;
 - vi) The arbitrator shall assure that the hearing is a fair one and shall have the obligation to make sure all necessary facts and considerations are brought before the hearing by the representatives of the parties.
 - vii) Whenever possible, the arbitrator shall deliver the decision orally at the conclusion of the hearing giving a brief resume of the reasons for the decisions and confirm conclusions in Writing thereafter. Otherwise, the decision shall be given in writing within ten (10) days of the completion of the hearing with a brief resume of the reasons to the extent the arbitrator deems appropriate.
 - viii) The decision of the arbitrator cannot be used as a precedent.
- c) Formal and Fast-track Arbitration - General
- i) The arbitrator shall not have the power to add to, amend, subtract from, or in any way alter the terms of this collective agreement.

- ii) The decision of the arbitrator shall be final and binding upon the parties and upon any person affected by it.
- iii) The expenses and compensation of the arbitrator shall be shared equally by the parties.

9.11 Time Limits

Wherever a stipulated time is mentioned in the grievance and arbitration procedures, the said time may be extended only by mutual consent of the parties.

9.12 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 receive a copy of and to respond in writing to any document contained therein, such a reply becoming part of the permanent record.

9.13 Adverse Report

a) Notice of Adverse Report

The Employer will not introduce as evidence in any hearing related to disciplinary action any adverse document from the file of an Employee, the existence of which the Employee was not made aware at the time the document was placed on the employee's personnel file.

b) Removal of Adverse Reports

Any adverse report is to be removed from a personnel file eighteen (18) months from the date of issue of such report, provided there are no further adverse reports of a similar nature.

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

- a) Seniority is defined as a Regular employee's calculated length of service with the District and **is** measured from the last date of hire. An employee shall not acquire seniority while on probation but shall be given seniority credit for the probation period and previous time served as measured by the actual number of shifts worked back to the last date of hire, upon successful completion of probation. Therefore, seniority shall continue to accrue while **a** Regular employee is on leave of absence, without pay or without loss of pay, and while on layoff with recall rights.
- b) Seniority shall operate on a bargaining-unit wide basis.
- c) The seniority order of all Regular employees as specified on the Seniority list distributed and posted in February 1997 (as corrected) shall be considered correct as a base. The application of the definition in this Section shall only be for employees gaining seniority after the date of the list, and such employees shall not displace any Regular employee on the base list.

10.03 Seniority List

The Employer shall maintain a seniority list showing the date upon which each Regular employee's current service commenced, and the seniority accrued. **An** up-to-date seniority list shall be sent to the Union during the months of March and September and shall be posted in all Departments.

10.04 Loss of Seniority

An employee shall lose seniority and shall no longer be an employee only in the event:

- (a) the employee is discharged for just cause;
- (b) the employee resigns;
- (c) the employee is absent from work in excess of two (2) working days (of the employee) without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- (d) the employee no longer has recall rights;
- (e) the employee is permanently moved to a position outside the bargaining unit after six (6) months from the date of the move;
- (f) the employee retires.

10.05 Temporary and Casual Employee Seniority

a) Seniority

Any temporary or casual employee who has worked more than 90 shifts in the 12 month period immediately prior to the date of the posting of a vacancy, can accumulate the number of shifts worked in the 12 month period prior to the date of the posting, and use such accumulated shifts for purposes of being considered for the vacancy or for the purpose of assignment of shifts.

b) Temporary or Casual Employee - Separation from Service

A temporary or casual employee who does not work for a three (3) month period or who does not work for a six (6) month period because of pregnancy shall be considered separated and shall lose all seniority rights.

Article 11 - PROMOTIONS AND STAFF CHANGES

11.01 Job Postings

- a) When a vacancy occurs or a new position is created for a regular position which the Employer has decided to fill 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.
- b) The Employer, on a temporary basis, may fill a posted position during the posting and selection period.
- c) For temporary positions of up to forty-two (42) days, a posting is not required. Positions of longer than forty-two (42) days shall be posted except where the vacancy is created by the absence of an employee due to vacation.
- d) If a temporary position is made into a regular position, the new regular position shall be posted at least 14 days prior to the end of the temporary position.
- e)
 - (i) A posting shall include the following information:
nature of position; qualifications, skills, required knowledge and education;
current shift, number of hours of work, wage rate.
 - (ii) Such qualifications may not be established in an arbitrary or discriminatory manner, and shall reflect the contents of the Job Description.

11.02 Role of Seniority in Appointments, Promotions, Demotions and Transfers

- a) Both parties recognize the principle of promotion within the service of the Employer in the bargaining unit.
- b)
 - (i) Appointments, promotions, demotions, and transfers shall be based on the ability, qualifications and seniority of the employee(s) considered. Where ability and qualifications are sufficient, seniority of regular employees **shall** be the determining factor.
 - (ii) If the position is not filled by a regular employee, the ability and qualifications of casual and temporary employees described in Article 10.05 shall be considered, and if relatively equal, accumulated time as determined in Article 10.05 shall be the determining factor.
 - (iii) If the position is not filled by an employee in (i) or (ii) above all other applicants shall be considered.
- c) If the successful applicant is from within the bargaining unit the notification of the appointment shall be made within fourteen (**14**) days of the closing of the posting.

11.03 Probation

- a) Probation Period

A newly appointed Regular employee shall serve a probationary period of sixty-five (65) days worked. The probationary period may be extended for a maximum of 20 days worked, by mutual consent between the Parties.

- b) Purpose of Probation

The purpose of probation is to determine the employee's suitability for employment by the District as a Regular employee. Upon successful completion of the probationary period, the employee shall be considered permanent.

11.04 Trial

- a) A Regular employee who moves from one classification to another shall be placed on trial for a period of sixty-five (65) days worked. Conditional on satisfactory service, upon successful completion of the trial period, the employee shall be considered permanent **in** the position.

- b) In the event the successful applicant proves unsatisfactory in the position during the trial period, is unable to perform the duties of the new job classification, or if the employee wishes to return to the previous position, the employee shall be returned to the employee's former position, except in the case of a bump in which case the employee shall be laid off.
- c) 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.

11.05 Notification to Union

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 Increase in Part Time Hours

- a) When a regular part time position's normal hours are increased on an ongoing basis by up to and including five hours per week with a maximum of two hours on any day, the incumbent, if a Regular employee, shall be given the opportunity to accept the increased hours. If the incumbent declines the opportunity, the incumbent shall be given layoff notice with the right to exercise any bumping rights.
- b) If the increase in hours, on **an** ongoing basis, of a part time position is greater than either five hours in a week or two hours in a day, or creates a **full** time position, or if the position becomes vacant, it shall be posted.
- c) Notwithstanding a) and b) above, the incumbent shall work the changed number of hours if employed as a Regular employee on a part time basis in any of the following classifications: Program Instructor; Pre-School Instructor; Lifeguard Instructor. However, if the increase in hours creates a full time position it shall be posted.

11.07 Temporary Assignments

Regular employees who move to temporary 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.

11.08 Movement to Position Outside Bargaining Unit

- a) No employee shall move to a position outside the bargaining unit without the employee's consent.
- b) A Regular employee who has been moved to a position with the employer outside the bargaining unit and who returns to the bargaining unit, shall have time sensitive benefits such as vacation, sick leave, etc. based on total service with the Employer since last date of hire.

Article 12 - LAYOFFS, BUMPING AND RECALL

12.01 Layoff

- a) Layoff Defined

A layoff shall be defined as an employer initiated reduction in the work force or a reduction in a regular employee's regular hours of work as defined in this Agreement.

- b) Layoff Exceptions

It is recognized that regular part time employees within the recreation department who have seasonally adjusted hours shall not be deemed to be laid off except if there is an elimination of the employee's position or a reduction of five or more hours per week in their work schedule.

Pre-School Instructors, Program Instructors and Lifeguard Instructors shall not be deemed to be laid off at the end of lesson/program sets.

12.02 Layoff Procedure

- a) Both Parties recognize that job security should increase in proportion to length of service.
- b) The employer has the responsibility to determine which positions are to be laid off. In the event of a layoff of an employee in a department with more than one position in the same classification the junior employee in that classification shall be laid off.

12.03 Notice of Layoff

- a) The Employer shall give an employee who is to be laid off, advance notice in writing as follows:

one week's notice after 3 consecutive months of employment;
2 weeks' notice after 12 consecutive months of employment;
3 weeks' notice after 3 consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of 8 weeks' notice.
- b) If sufficient notice is not given, the employee shall be paid what the employee normally would have earned during the notice period.
- c) The provision of this clause shall not apply because of temporary suspension of work due to inclement weather.

12.04 Layoff Options

An employee who is given lay off notice has the option to:

- a) Accept the layoff;
- b) Accept the layoff if it is a reduction in hours and work the reduced hours;
- c) Bump an employee with less seniority.

12.05 Bumping

- a) The Employer recognizes the right of Regular employees 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.
- b) **An** employee who exercises bumping rights can only bump into a position which is regular. **A** regular part time employee can only bump into a position which has the same or fewer hours of work per week.
- c) **A** Program Instructor and a Pre-School Instructor shall not have the right to bump at the end of a lesson/program set.

12.06 Bumping Notice

A regular employee who **is** given notice of lay-off shall also be given a form to be used by the employee and returned to the Employer if the employee chooses to bump.

12.07 Bumping Process

- a) A regular employee wishing to bump will advise the employee's Department Head in writing within seven (7) days of receipt of the layoff notice.
- b) A regular employee wishing to bump and who is on an approved leave of absence during the notice period, will advise the employee's Department Head in writing within five days worked following receipt of the lay-off notice.
- c) The employee, when advising of the wish to bump, shall indicate where the bump should occur.
- d) The employer, within seven (7) days of receipt of the returned bumping notice, shall advise if the employee is able to bump.
- e) If the employee is not able to bump, the employee may grieve by filing a grievance at Step 2 of the Grievance Procedure.

12.08 Trial Period on Bumping

The Union agrees that the trial period, as stated in Article 11 shall be in effect.

12.09 Effective Date for Bump

In the event the employee who has bumped is placed in the new position before the end of the layoff notice period, the employee shall receive no reduction in regular pay until the end of the layoff notice period.

Thereafter, the employee shall be paid the rate for the new position. Movement to the new position shall be in accordance with Article 13 pertaining to periods between shifts and work weeks.

12.10 Recall Procedure

- a) Length of Recall Rights
 - (i) A Regular employee with less than one year of seniority who is laid off or who bumps, or who has applied for a posted vacancy during the lay-off notice period and obtained it, shall have recall rights for **six** months from the effective date of the layoff or bump.

- (ii) **A** Regular employee with one year or more of seniority who is laid off or who bumps, or who has applied for a posted vacancy during the lay-off notice period and obtained it, shall have recall rights for one year from the effective date of the layoff or bump.

b) Recall

If a vacancy occurs in a classification from which a Regular employee has been laid off or has exercised bumping rights, the employee shall be **recalled** to the classification provided the employee still has recall rights, is qualified to do the work, and provided the position is for the same number of hours that the employee worked at the time of the layoff or bump. Recall shall be in order of seniority.

c) Recall Process and Response

- (i) **An** employee who is offered a recall but declines shall no longer have recall rights, unless the employee declined for medical reasons.
- (ii) **An** employee who fails to return to work within fourteen (**14**) days following a recall, after being notified by double registered mail (or equivalent) or by hand, to do so, shall be deemed to have declined the recall, unless unable to do so because of sickness or other just cause. The fourteen day period commences on the date the employee receives the notification of the recall.

d) It is the responsibility of the employee to keep the Employer informed of the employee's current address.

e) Loss of Recall Rights

- (i) **An** employee who bumps and subsequently obtains a posted vacancy shall no longer have recall rights. **An** employee who is laid off and who obtains a posted vacancy shall no longer have recall rights
- (ii) **An** employee who applied for a posted vacancy during the lay-off notice period and who obtained it, and who subsequently obtains another posted vacancy, shall no longer have recall rights.

12.11 Casual, Temporary Work While on Recall List

a) Casual/Temporary Work Available

An employee on layoff with recall rights, who wishes to work on a casual or temporary basis in positions which are not posted, shall register with the Department Head, specifying those positions for which the laid-off employee is immediately capable and qualified. To the extent practicable, the employer will offer casual and temporary work to registered employees, prior to regular part time, casual or temporary employees. They shall be considered as casual employees for the purpose of this section. The offer or acceptance of such work shall not affect the employee's recall rights.

b) Qualified Employees - Orientation

If an employee on lay off with recall rights is qualified to perform casual or temporary work in a different classification but needs a period of orientation to become immediately capable the employer will provide such an opportunity for that employee to receive that orientation. Such orientation shall not exceed one (1) week (the orientation period may be extended up to an additional two (2) week(s) with the approval of the employee involved) and the laid off employee shall take the orientation without pay.

Article 13 - HOURS OF WORK

13.01 Work Week

The work week shall be defined as being from:

Sunday - 12:01 **am** until the following Saturday - 11:59 pm.

13.02 Hours of Work - Schedule "A"

a) Regular Hours of Work

The regular hours of work for full time employees in classifications in Schedule "A" shall be eight (8) hours per day and forty (40) hours per week. **They shall work** Monday to Friday between the hours of 8:00 **am** and 4:30 pm, including a one-half (1/2) hour unpaid meal break.

b) Winter Night Shift - Public Works

- (i) Temporary full time positions of Working Foreman - Nights and Truck Driver may be created and filled to start work on or after November 1 and to work not later than the following March 31. These employees may be scheduled to work eight (8) consecutive hours per shift and forty (40) hours per week in any five consecutive scheduled days between the hours of 12:00 am and 8:00 am, including a one-half (1/2) hour paid meal break.
- (ii) Casual Truck Drivers, drawn from a predetermined list of qualified eligible persons may also be assigned to work such night shift.

c) Wastewater Treatment Facility

The regular hours of work for full time employees at the Wastewater Treatment Facilities shall be eight (8) hours per day and forty (40) hours per week. They shall work five (5) consecutive days, Monday through Friday between the hours of 6:00 am and 4:30 pm, including a one-half (1/2) hour unpaid meal break.

d) Summer Seasonal Parks

The regular hours of work for temporary full time seasonal parks employees shall be eight (8) hours per day and forty (40) hours per week. They shall work five (5) consecutive days and have two (2) days of rest between the hours of 8:00 am and 4:30 pm, including a one-half (1/2) hour unpaid meal break.

e) Janitors

The regular hours of work for full time janitors shall be eight (8) hours per day plus one-half hour unpaid meal break and forty (40) hours per week. They shall work five (5) consecutive days and have two (2) days of rest.

f) Animal Control

The regular hours of work for full time Animal Control employees shall be eight (8) hours per day and forty (40) hours per week. They shall work five (5) consecutive days and have two (2) days of rest, between the hours of 6:00 am and 9:00 pm and shall have one-half hour unpaid meal break.

g) Snow/Ice Removal

In the event of a snowfall or icy conditions which requires immediate attention and staff, the order of obtaining staff, to the extent practicable, and without precluding the employer from calling out regular employees first at any time, shall be:

- (i) regular employees from 4:30 pm to 8:00 pm - Monday to Friday and 8:00 am to 8:00 pm Saturdays, Sundays and Public Holidays
- (ii) those on layoff who have registered from 8:00 pm to 8:00 am seven days per week.
- (iii) casual employees on a predetermined list from 8:00 pm to 8:00 am seven days per week.

The employer shall, if required to continue to cover the snow/ice conditions, then give notice to the regular full time employees by 9:00 pm that they shall be required to work an 8:00 am to 8:00 pm shift effective the next day. Other employees may then be scheduled to work beginning at 8:00 pm until no later than 8:00 am the following morning(s).

h) Street Sweeper

The starting time for the street sweeper operator may be as early as 4:00 am, Monday through Friday.

i) Water and Wastewater Equipment Checks - Weekends

Up to two employees from the Water and Waste Water Department may be assigned to conduct water and waste water equipment checks on weekends. An employee conducting such checks shall be paid for a minimum of two (2) hours at overtime rates for each such assignment.

j) Recreation Department - Non-Clerical Employees

- (i) The regular hours of work for full time Recreation Department Non-Clerical employees shall be eight hours (8) per day and forty (40) hours per week. They shall work five (5) consecutive days with two (2) days of rest. The eight (8) daily hours may be scheduled within any period of eight and one-half (8 1/2) consecutive hours with one-half hour unpaid meal break.

(ii) Recreation Department - Recreation Service Workers

- (a) The regular hours of work for **fill time** Recreation Service Worker 1's normally based from the arena shall be ten (10) hour shifts per day. The day shift shall start at six (6:00) a.m. and end 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.
- (b) Any shift schedule is permitted between 6:00 a.m. to 6:00 a.m. (24 hour period) as operational necessity dictates for special and/or extraordinary events. Employees working ten (10) hour shifts shall receive four (4) consecutive days of rest. The shift schedule should also include a catch up shift. These employees shall be on duty during the one-halfhour daily meal break, which shall be part of the ten (10) daily hours and shall be paid time.
- (c) The regular hours of work for regular fill time Recreation Service Worker I's normally based from the auditorium or the aquatic centre shall be eight (8) hours per day and forty (40) hours per week, in five (5) consecutive days with two days of rest. These employees shall be on duty during the one-halfhour daily meal break, which shall be part of the eight (8) daily hours and shall be paid time.

(iii) Recreation Service Worker 2

The regular hours of work for the Recreation Service Worker 2 shall be eight (8) hours per day and forty (40) hours per week. They shall work five consecutive days and have two days of rest, between the hours of 8:00 am and 4:30 pm and shall have one-half (1/2) hour unpaid meal time.

13.03 Hours of Work - Schedule "B"

a) Regular Hours of Work

The regular hours of work for full time employees in classifications in Schedule "B" shall be seven (7) hours per day and thirty-five (35) hours per week, They shall work five consecutive days, Monday to Friday between the hours of 8:30 am and 4:30 pm, including a one (1) hour unpaid meal break.

b) Minutes of Meetings

Regular employees assigned to take minutes at meetings outside regular working hours, may be scheduled to start the regular daily shift as late as 1:00 pm, on a maximum of one (1) day per month, provided the employee is notified at least one (1) month in advance, with a maximum of three (3) such regular employees per month. If the meeting ends earlier than anticipated, the employee will be paid for the full shift and will be able to leave work at the end of the meeting but not before 4:30 pm. If the meeting is cancelled the employee will be paid for the full shift and will leave work at 4:30 pm. **Any** time worked at the meeting after 9:00 pm shall be at overtime rates. Casual employees may be used to augment or replace these three employees in their absence.

c) By-law Enforcement

The regular hours of work for full time by-law enforcement shall be seven (7) hours per day and thirty-five (35) hours per week with two (2) consecutive days of rest each week. By-law enforcement employees hired after the date of ratification of this agreement shall work eight (8) hours, Monday to Friday between the hours of 7:00 am and 8:00 pm; and 7:00 am and 4:00 pm on Saturday and Sundays.

d) Recreation Department - Clerical Employees

The regular hours of work for full time Recreation Department clerical employees shall be seven (7) hours per day and thirty five (35) per week. They shall work five (5) consecutive days with two (2) days of rest. The seven (7) daily hours plus one (1) hour unpaid meal break, shall be scheduled within a period of eight (8) consecutive hours.

13.04 RCMP Civilian Employees

a) The regular hours of work for full time civilian employees working under the direction of the RCMP shall be seven (7) hours per day and thirty-five (35) hours per week. They shall work five (5) consecutive days with two (2) days of rest. The seven (7) daily hours plus one (1) hour unpaid meal break, shall be scheduled within any period of eight (8) consecutive hours.

b) Special Shift Schedules

(i) Four On - Four Off

All regular full time civilian employees who are not on regular hours (pursuant to 13.04 a)) or the nine-day fortnight schedule shall work a shift schedule known as "four on four off".

- (a) Each work shift for regular full time employees working in the RCMP Telecommunications Centre shall span twelve consecutive hours, inclusive of a one and one-half (1 1/2) hour unpaid meal break and two (2) twenty (20) minute rest periods.
- (b) Each work shift for regular full time employees working other than in the Telecommunications Centre shall span eleven (11) consecutive hours, inclusive of a one (1) hour unpaid meal break and two (2) twenty (20) minute rest periods.
- (c) The maximum number of regular hours scheduled and paid in a calendar year to an employee on the "four on - four off" schedule shall be 1827 hours (including annual vacation, public holidays and paid leaves, etc.)
- (d) Sick Leave and Vacation Calculations

Sick leave and vacation entitlements shall be converted from days to hours and will be taken and deducted as taken on that basis. Each "day" shall be calculated at seven (7) hours and each "week" at thirty-five (35) hours.

- (e) Overtime

Overtime rates shall apply:

- (i) for employees working in the Telecommunications Centre, for hours worked beyond ten and one-half (10 1/2) in any shift.
 - (ii) for employees not working in the Telecommunications Centre (except guards and employees on the nine-day fortnight), for hours worked beyond ten (10) hours in any shift.
- (f) Public Holidays

Public holidays will be calculated on the basis of seven (7) hours per day. Employees required to work on a public holiday shall be paid double their regular rate of pay for every hour worked. In addition, all regular full time employees shall be given an additional day (7) hours off with pay.

Eg. Public Holiday pay calculation

Shift 7:00 pm on the public holiday- 7:00 am

Pay from 7:00 pm to midnight would be at double time and from midnight to 7:00 am at straight time.

Shift from 7:00 pm on the day preceding a public holiday

Pay from 7:00 pm to midnight would be at straight time and double time from midnight to 7:00 am.

Shift from 7:00 am - 6:00 pm on the public holiday

Pay from 7:00 am to 6:00 pm would be at double time.

(g) Shift Differential

Shift differential shall be paid in accordance with Article 13.11.

(h) **An** employee, who has accepted a temporary posted position, the employee shall be treated as if a regular full time employee for the purposes of Article 13.04 b)(i).

(ii) Nine-day Fortnight

By mutual agreement of all the clerical employees involved and the Detachment Commander, regular full time employees in the general office may work a shift known as the "nine-day fortnight". Such employees would work a schedule consisting of a two (2) week pattern of five consecutive days on with two (2) days off in **one** week and four (4) consecutive days on and three (3) off in the other week. The employee shall work **an** average of seven (7) hours and forty-seven (47) minutes each day between the hours of 7:30 am and 5:00 pm with a one hour unpaid meal break and two fifteen (15) minute rest periods.

(a) Overtime

For those employees on the nine-day fortnight schedule, overtime shall be paid for hours beyond those on the daily and week shift schedule.

(b) Public Holidays

Public Holidays shall be calculated and paid as per Article 13.04 b) (i) (f).

(c) Shift Differential

Shift differential shall be paid in accordance with Article 13.11

(d) Sick Leave and Vacation Calculations

Sick leave and vacation entitlements shall be converted from days to hours and will be taken and deducted as taken on that basis. Each "day" shall be calculated at seven (7) hours and each "week" at thirty-five (35) hours.

(e) **An** employee, who has accepted a temporary posted position, shall be treated as if a regular full time employee for the purposes of Article 13.04 b)(ii).

(iii) Guards

(a) Guards shall be considered as casual employees and shall be called in to work by way of their seniority and by gender where necessary, unless the employees have advised the employer they will not be available.

(b) Guards may work any shift provided there is at least twelve (12) hours following the completion of the previous work period. If an employee starts work prior to the completion of the twelve (12) hour period, the employee shall be paid at overtime rates until the completion of the twelve (12) hour period.

(c) Guards shall be paid overtime for hours worked beyond eight (8) hours on a shift and 40 hours in a week.

(iv) Victim Services

(a) The regular hours of work for full time employees working in Victim Services **shall be** seven (7) hours per day and thirty-five (35) hours per week. They shall have two (2) consecutive days of rest.

- (b) Normally, Victim Services employees shall work between 9:00 **am** and 5:00 pm and shall have a one-half or one hour unpaid meal time.
- (c) **Up** to four (4) hours per week may be worked in the evenings or weekends.

13.05 Applicability of Hours of Work Sections

Regular part time, temporary part time and casual employees shall work within the parameters of the regular work week as contained in Article 13.02, 13.03 and 13.04 for full time employees in the same classifications. This does not apply to casual employees involved in snow removal.

13.06 Changes to Regular Hours of Work

The parties may by mutual agreement during the term of this agreement amend the hours and days of work provisions to provide hours and days of work other than those defined in this Article 13.

13.07 Extra Casual Hours for Regular Part Time Employees

Regular part time employees, in order of seniority, **will** be offered available casual hours (prior to hiring casual employees), in the same classification, where practicable provided such hours do not result in overtime payments, and provided that the employee(s) are qualified to perform the work. Regular part time employees shall not be assigned casual hours if this would result in the employee not having two (2) consecutive days of rest in each week. Employee(s) must have the capability to do "Extra" hours with a minimum orientation to the job involved.

13.08 Casual Employees - Hours

- a) Casual employees who have seniority pursuant to Article 10.05 shall be assigned hours based on their qualifications, seniority and availability. That is they shall be offered hours in classifications they are qualified to work in by seniority if they are available for the full assignment. Such hours must be available in a department the employee would normally work in.
- b) Casual employees shall not work more than thirty-five (35) or forty (40) hours per week (depending on the classification worked in) except when required to work unscheduled weekly overtime hours. Casual employees however who are replacing an employee who normally works longer than seven (7) hours or eight (8) hours as the case may be may work the longer shift hours without attracting overtime.

- c) Casual employees shall have at least two (2) consecutive days off in each week.

13.09 Rest Between Shifts

- a) There shall be at least nine (9) hours rest between shifts.
- b) 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 Article 13.09 shall apply to all employees, except guards.

13.10 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.

13.11 Shift Premium

- a) **A** full time probationary or regular full time employee shall be paid a shift differential of eighty-five (85) cents per hour for all regular hours worked between 4:30 pm and 12:00 midnight.
- b) **A full** time probationary or regular **full** time employee shall be paid a shift differential of ninety-five (95) cents per hour for all regular hours worked between 12:01 **am** and 8:00 am.

13.12 Assignment of Shifts

- a) Shifts are to be divided equitably among the qualified regular employees involved in the work.
- b) **A** regular employee can exercise seniority to change shifts for the period, provided there is no additional cost to the employer:
 - (i) to replace an employee on another **shift** where it is known the employee will be absent for four shifts or more; or
 - (ii) where there is a need for **an** additional worker on the other shift for four shifts or longer.

13.13 Split Shifts

A split shift cannot be longer than twelve (12) hours from start to end.

13.14 Call Out

a) Call out Not Contiguous to ~~Shift~~

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.

b) Call out Contiguous to **Shift**

When a full time employee has been called out and the hours worked are contiguous to the regular shift the hours shall be paid at the appropriate overtime rate.

c) Call out Start time

Call out time begins at the time the employee arrives at work.

d) Call out time shall not be eligible for shift differential.

e) Unexpected work at home

A full time employee who is unexpectedly called at home outside of regular working hours, and as a consequence then spends time calling out other employees or giving instructions over the phone, shall be paid a minimum of one-half (1/2) hour at overtime rates for the time spent.

13.15 Change of Shifts and Shift Start Times

a) Specific shift changes from one shift to another and of starting times on the same shift (where not prohibited by the collective agreement) shall be made with a minimum of forty-eight (**48**) hours written notice given to affected employees. If forty-eight hours notice is not given, the time worked on the new shift prior to the time the employee would have started on the regular schedule shall be paid at the appropriate overtime rate until the forty-eight hours has expired. The notice period is to be calculated to the new starting time.

b) **If** necessary to reschedule a shift change within the week the employee has been scheduled, the shift differential shall not be affected.

13.16 Standby

An 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 (\$50) dollars.

Article 14 - OVERTIME

14.01 Overtime defined

Overtime is defined as time worked:

- (a) beyond the regular full time daily hours of work in Article 13; or
- (b) in excess of the regular full time hours of any classification in a week; or
- (c) when **an** employee **is** called out after completion of a **full shift** and before the next shift begins.

14.02 Overtime

a) Overtime Rates

- (i) Overtime will be paid at the rate of time and one-half the employee's regular rate for the first two (2) hours, and double the employee's regular rate thereafter, on that day.
- (ii) All time worked on a regular **full** time employee's days of rest shall be paid for at double the employee's regular rate.

b) Overtime Sharing

All overtime and callout time shall be divided equitably, over a reasonable period of time, among regular **full** time employees in that department and classification who are willing and qualified to perform the available work.

- c) It **is** agreed that no employee shall be laid off during regular hours to equalize any overtime work.

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

14.03 Overtime Bank

- a) Employees may bank unlimited overtime.
- b) Employees shall be permitted to take time off from 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.
- c)
 - (i) By mutual agreement, **an** employee may carry over a maximum of five (5) days to augment the next year's vacation allotment. Such request shall be submitted no later than November 15th in each year.
 - (ii) The employee will be notified by the employer no later than December 1 that the request to carry over the banked overtime has been approved or not.
- d) All banked overtime not carried over or not paid out by the first fill pay period of December in each year shall be included in that pay.

14.04 Provisions for Meals and Rest Periods on Overtime

Where an Employee is required to work overtime, the employee shall receive breaks of one-half (1/2) hour each, for meal time, as herein provided.

- (a) 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 without pay, and if overtime continues, the Employee shall be entitled to one-half (1/2) hour time **off** with pay at the end of every four (4) hours after the first meal break.
- (b) 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 with pay and if overtime work continues, then further periods shall be granted at the end of every four (4) hours thereafter, with pay.

- (c) 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.
- (d) In each four (4) hour overtime work period there shall be a fifteen (15) minute paid rest period.
- (e) In the event the employee is not able to take a stipulated meal break(s) the employee shall receive additional pay equal to the time they would normally have taken as paid meal break(s).

Article 15 - CLOTHING AND DIRTY PAY

15.01 Gloves

- a) Rubber or leather gloves will be supplied to the Employees on the basis of need. A maximum of four (4) pairs will be issued annually at the discretion of the Public Works Operations Manager or Working Foremen.
- b) 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

- a) Allowance

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.

It is agreed that during the term of this agreement the employer and the Union will attempt to reach agreement on what is appropriate raingear for the various employees and the employer may then provide (at the employer's option) the raingear agreed upon.

- b) Replacement of Raingear

Those employees desiring replacement of raingear shall turn in the worn raingear to the employer.

- c) Coveralls
 - (i) Two **(2)** pairs of coveralls shall be supplied to those requiring same.
 - (ii) Where replacement coveralls are requested, the employee shall turn in the worn coveralls to the employer.

15.03 Work Boots

- a) Boot Allowance

The employer shall contribute **fifty** dollars (\$50.00) towards the purchase of steel-toed safety boots for all employees, where safety boots are required by the Workers Compensation Board. The contribution shall be limited to one pair of boots per calendar year for each qualifying regular employee.

- b) Sewer Treatment Plant - Work Boots

One pair of steel-toed work boots, per calendar year, will be provided by the employer, for regular Sewer Treatment Plant workers permanently assigned to the Sewer Treatment Plant(s). Such workers are not entitled to boot allowance.

15.04 Aquatic Clothing

All regular employees in classifications where the employee(s) are regularly required to use bathing suits shall receive **an** allowance of fifty dollars (\$50.00) per calendar year towards the cost of the bathing suit(s).

15.05 Dirty Pay

- a) Dirty pay of one dollar (\$1.00) per hour will be paid to sewage treatment plant workers and 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.
- b) When dirty pay is paid it shall be paid for a minimum of four **(4)** hours per **shift**.

Article 16 - PUBLIC HOLIDAYS

16.01 Public Holidays

Regular and probationary employees shall have the following public 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 Public Holiday by the Federal, Provincial or Municipal Government.

16.02 Pay for Public Holidays - Regular Part Time and Part Time Probationary Employees

Regular part time and part time probationary employees shall be paid for public holidays prorated on the average regular hours worked in the preceding thirty (30) days divided by the regular hours of a full time employee.

16.03 Public Holiday Pay for Casual and Temporary Employees

Casual and temporary employees shall not be entitled to a day off with pay on a public holiday. **Casual** and temporary employees shall be paid public holiday pay of 4.4% of regular pay on each pay cheque in lieu of being paid for a public holiday. Temporary employees will also be given a day off without pay as the public holiday occurs.

16.04 Days in Lieu When Public Holiday Falls on a Saturday or Sunday

When any of the **named** public holidays fall on a Saturday or Sunday, the following Monday (or Tuesday if Monday **is** already so designated) shall be deemed to be the public holiday for the purpose of this Agreement.

16.05 Public Holiday Pay

- a) Employees required to work on a public holiday shall be paid double the standard rate of pay for every hour worked.
- b) All regular full time employees required to **work** on a public holiday shall be given an additional day off with pay.

16.06 Public Holidays on Day OFF

When any of the named public 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, which shall be deemed to be the holiday for the purpose of this agreement.

Article 17 - ANNUAL VACATIONS

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

17.02 All regular employees shall receive an annual vacation with pay on the following basis:

a) First Calendar Year of Service

- (i) 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.
- (ii) 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.
- (iii) 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.

b) Second Calendar Year of Service and Thereafter

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 - four point four (4.4) weeks 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 earnings, whichever is greater.

17.03 Vacations and Vacation Pay for Casual and/or Temporary Employees

All casual or temporary employees shall receive vacation pay equal to four percent (**4%**) of their gross earnings up to and including 1960 hours of employment and six percent (6%) thereafter.

17.04 Vacation Leave Preference

- a) Vacation leave preference will be sought **from** the employees during the first week of February each year for that calendar year.
- b) Preliminary vacation leave schedules shall be posted by April 1 and final vacation leave schedule by April 15.
- c) Preference in the selection of an employee's first vacation preference period in the year shall be by seniority, except for vacations approved for dates which are prior to April 15.
- d) The final decision **as** to vacation allotments shall rest with the Employer. The employer shall make reasonable effort to grant vacation time as requested.

17.05 Vacation While on WCB or LTD

Employees who have been on Workers' Compensation or Long Term Disability for twelve (12) months shall not accrue vacation or vacation pay.

17.06 Public Holiday While on Vacation

When a public 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 Sickness/Injury/Bereavement While on Vacation

- a) 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.
- b) 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 Vacation/Vacation Pay on Retirement

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 Payment of Vacation Pay Amounts

Employees shall be paid their normal earnings for the period(s) of time *they are* on annual vacation. All other vacation pay for that calendar year shall be adjusted and paid within ten (10) working days following the end of the payroll year.

17.10 Vacation Entitlement for Employees Whose Status Changes

The calculation of vacation entitlement with respect to casual or temporary employees who become regular employees 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. For the purposes of this Article, service is measured from the last date of hire.

17.11 Callback While on Vacation Leave

If a callback 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 callback at double time.

17.12 Vacation Deferment

An employee with four or more weeks of vacation entitlement may defer one week of vacation to a maximum of three (3) weeks deferment. This deferred vacation must be taken as time off with pay as a block. If the employee leaves employment any unused deferred vacation shall be paid. Requests for deferred vacation time shall be treated as per Article 17.04

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 **affiliates**, provided that prior approval of the Employer has been obtained. Such leave of absence shall not affect the employee's seniority, benefits or rights 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) Leave for Collective Bargaining

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

- a) i) Entitlement

A regular or temporary 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, common law spouse (including same sex partner), brother, sister, child, mother-in-law, or father-in-law, natural grandparents and grandchildren.

- ii) Four Day Work Week

A regular or temporary employee who works a four day work week or equivalent shall be granted up to a total of four (4) regularly scheduled consecutive work days leave without loss of wages for bereavement.

- b) Where the burial or service occurs two hundred (200) kilometres beyond the boundaries of Squamish, reasonable travelling time shall be allowed. Such travelling time shall not exceed seven (7) days without pay.

18.04 Pallbearer's/Mourner's Leave

- a) A full day's leave shall be granted without loss of wages to attend a funeral as pallbearer.
- b) Leave of **up** to four hours without pay may be granted for the purpose of attending a funeral or service as a mourner.

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 and sufficient cause. Such request is to be in writing and approved by the employer, Such request shall not be unreasonably denied.

18.06 Jury or Court Witness Duty

- a) Juror or Crown Witness

The Employer shall grant leave of absence without loss of seniority to a regular or temporary employee who serves as a juror or crown witness in any court. The employer shall pay such an 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) Witness Duty on Behalf of Employer

Where an employee is required **to** serve **as** a witness on behalf of the Municipality, the employee shall receive his/her regular rate of pay (including applicable overtime), provided that any monies received for witness duties would be turned over to the Municipality. Witness duty shall include any time required to travel to the hearing and in preparation for the hearing.

18.07 Maternity and Parental Leave

- a) Length of Leave

Birth Mother

- (i) A pregnant employee shall be entitled to up to eighteen (**18**) consecutive weeks of maternity and **up** to twelve (12) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

- (ii) In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to **up** to twelve **(12)** consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

b) Extensions - Special Circumstances

- (i) **An** employee shall be entitled to extend the maternity leave by **up** to an additional six **(6)** consecutive weeks' maternity leave without pay where a physician certifies the employee is unable to return to work for medical reasons related to the birth.
- (ii) **An** employee shall be entitled to extend the parental leave by up to an additional five **(5)** consecutive weeks' without pay where the child is at least six **(6)** months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.
- (iii) Provided however, that in no case shall the combined maternity and parental leave exceed thirty-two **(32)** consecutive weeks following the commencement of the leave.

c) Notice Requirements and Commencement of Leave

- (i) **An** employee who requests parental leave for the adoption or caring of a child shall **be** required to provide proof of adoption or birth of the child.
- (ii) **An** employee shall provide written notice to the Department Head, at least four **(4)** weeks in advance, **of** the intended commencement date of the maternity and/or parental leave. **(In** case of adoption of a child, the employee shall provide as much notice as possible).
- (iii) The District may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy.

- (iv) **An** employee on maternity leave or parental leave shall provide four (4) weeks notice prior to the date she/he intends to return to work.
- (v) **An** employee who wishes to return to work **within** the **six (6)** weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (vi) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave shall be deemed to have started on the date the employee gave birth.

d) Return to **Work**

On resuming employment, **an** employee shall be reinstated in his/her previous or a comparable position and for the purposes of benefits and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be pro-rated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation leave which is unpaid.

e) Sick Leave

- (i) **An** employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (ii) **An** employee on maternity leave or parental leave who has notified the Department Head of his/her intention to return to work pursuant to 18.07 c) (ii), and who subsequently suffers any illness or disability which prevents him/her from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which he/she would otherwise have returned to work.

f) Benefits

- (i) MSP, Dental, **EHB**, and Life Insurance benefits shall continue uninterrupted during the period **of** time the employee is on maternity **and/or** parental leave provided that the employee makes arrangements prior to commencing the leave to pay his/her share of the benefit premiums for that period where the premiums are cost-shared. Where **an** employee makes arrangements to continue benefits coverage, all benefits named in this paragraph shall continue.

- (ii) Pension contributions will cease during the period of the leave unless the employee makes arrangements to pay the contributions pursuant to the provisions of the Pension (Municipal) Act.

18.08 Paternity Leave

A regular or temporary employee will be granted one (1) day's leave of absence without loss of pay on the birth of his child.

Article 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 Pay Days

- a) Wages shall be paid bi-weekly on a Friday in accordance with the pay schedules attached and forming part of this Agreement.
- b) Employees wages shall be deposited bi-weekly on a Friday by direct deposit to a financial institution of the employee's choice. 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 reporting for work on the call of the Employer, except school students reporting to work on school days shall be paid 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 Industrial Health and Safety Regulation 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 Acting Rate of Pay

a) Higher Paying positions

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.

b) Lower Paying Positions

When an Employee is assigned to a position paying a lower rate, the employee shall suffer no reduction in pay.

c) Temporary Assignments Outside of the Bargaining Unit

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 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 programs, 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

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 shall be paid by the employer.

19.07 Certification and Recertification

Regular employees who are required to be certified in their jobs shall be reimbursed for the fees paid for exams and fees paid for recertification, to maintain their status, and will be granted leave of absence without loss of pay to take the exam. If taking a course is a precondition to take the exam and/or to be recertified, the employee will be reimbursed for the course fees and will be granted leave of absence without loss of pay to attend the course.

19.08 Increments

- a) A probationary employee or a regular employee serving a trial period, will advance to the next step on the scale for the employee's classification upon the successful completion of the probation or trial period.
- b) In the case of a promotion, the employee will be maintained at the rate of pay in effect just prior to the promotion, unless the first step of the new range is higher.
- c) In the case of a demotion, the employee will go to the step on the new range which is next lower than the rate of pay in effect just prior to the demotion.
- d) In the case of a transfer, the employee's rate of pay remains unchanged.
- e) Casual and temporary employee's shall be entitled to the next increment upon completion of the number of hours a regular full time employee would serve to complete the probation or trial period.

Article 20 - CLASSIFICATION AND VALUATION OF POSITIONS

20.01 Definitions

- (a) Classification: is a category of position(s) grouped together with the same broad description as set out in a job description. A number of different positions therefore may be encompassed with the same classification.
- (b) Job Description: is the document which describes, in general terms:
 - the nature and scope of work that may be required of an employee within the classification;
 - illustrative examples of the tasks that the employee may be required to carry out;
 - the training, experience, **knowledge**, abilities, skills and licenses or certificates required of the classification.

Job descriptions shall reflect the duties, responsibilities and qualifications reasonably needed to perform the work of the position(s) in the classification.

(c) Position: is a specific job within a classification.

20.02 It is the employer's responsibility to prepare and provide to the Union a job description for each classification covered by this Agreement.

20.03 The employer shall notify the Union of any changes in job descriptions.

20.04 New Classifications

(a) When a new Classification is created, the employer will prepare a job description and assign a rate of pay to the new classification. The new job description and rate of pay shall be forwarded to the Union.

(b) The Union shall then have thirty (30) days in which to accept or dispute the rate of pay. If the Union disputes the rate of pay, the dispute shall start at Step 3 of the grievance procedure.

20.05 Reclassification of Current Classifications

(a) If an employee or the Union believes that due to changes in the duties or responsibilities or volume of work of a position, an employee is improperly classified, the employee or the Union may request a reclassification review in writing to the department head.

(b) The employer shall have sixty (60) days from the date of the request to review and report on the outcome of the review. The employee and the Union shall receive a copy of the report. Such report shall include the classification the position would be assigned to, a copy of any new or amended job description and the proposed rate of pay.

(c) The Union shall have thirty (30) days in which to challenge the accuracy of a new or amended job description, or the decision of the employer.

(d) Failing settlement of the dispute, the dispute may be referred to Step 3 of the grievance procedure.

20.06 Arbitration

(a) Any dispute referred to arbitration over the rate of pay, pursuant to Article 20.04 shall be limited to that question.

- (b) Any dispute arising pursuant to Article 20.05 shall be limited to:
 - (i) the appropriateness of the classification in which the employee has been placed; or
 - (ii) where a new or amended job description has been prepared to:
 - (a) the rate of pay;
 - (b) the accuracy of the job description;
 - (c) the appropriateness of any change in the required qualifications.

20.07 Retroactive Application

The job description and/or rate of pay for the classification shall be retroactive to the date the Union or employee raised the matter with the employer or the date a new classification was filled by an employee.

Article 21 - EMPLOYEE BENEFITS

21.01 Eligibility for Benefits

- a) Benefit plan coverage, terms, conditions and specific eligibility requirements shall be governed by the actual terms and conditions of the benefit plans as amended from time to time. Any descriptions in this Agreement are provided for the purpose of general information.
- b) All regular employees who normally **work** and average of 20 or more hours per week shall be eligible for all benefits in Article 21.02. **An** employee who chooses not to participate in specific benefits plans may do so providing they provide proof of coverage elsewhere.
- c) Coverage under the benefit plans shall begin as follows:
 - (i) Group Life, Dental, Weekly Indemnity - upon completion of probation.
 - (ii) Extended Health and BC MSP - at the beginning of the next month after the probation is completed.
- d) **An** employee not participating in the benefits covered in Article 21.02 may join the benefit plan providing they no longer have coverage provided by someone else and rejoining must be done within 30 days of loss of other coverage.
- e) The terms and conditions of the plan(s) and the carrier(s) will not be changed without the mutual agreement of the parties.

21.02 Benefits

a) Medical Plan

- Medical Services Plan of BC.
- employer pays 100% of premiums
- participation is voluntary

b) Extended Health Benefits Plan

- Plan covers 80% of eligible expenses after a deductible of \$25.00 per year;
- Lifetime reimbursement of \$500,000 per insured person;
- Vision Care reimbursement of up to \$250.00 in any twenty-four (24) month period;
Plan provides emergency out of province medical coverage;
- Employer pays 85% of premiums.
- Effective January 1, 1999 employer pays 100% of premiums.
- Participation is a condition of employment (if not covered elsewhere).

c) Dental Insurance Plan

- Plan covers - 100% of Basic Dental Plan "A";
 - 80% of Dental Plan "B" (major restorative services);
 - 50% of Dental Plan "C" (orthodontic services) up to a maximum lifetime reimbursement of \$2,000 for all insured persons;
 - Employer pays 85% of premiums;
- Effective January 1, 1999 employer pays 100% of premiums.
- Participation is a condition of employment (if not covered elsewhere).

d) Weekly Indemnity

The employer will administer a weekly indemnity benefit on behalf of employees. Participation is a condition of employment. The choice of carrier is the right of the Union to determine from time to time. Premiums shall be paid by employees.

e) Group Life and AD+D Plans

- Plan provides life insurance coverage of two (2) times annual salary, rounded to the next multiple of \$1,000, with a minimum of \$60,000;
- Plan provides AD+D coverage in amount equal to life insurance;
- Employer pays 100% of premiums;
- Participation is a condition of employment.

21.03 Pension (Municipal) Plan

All employees who are eligible shall participate in the Pension (Municipal) Plan.

21.04 Sick Leave

- a) Regular employees shall be entitled to a sick leave accumulation of twelve (12) days per year (based on one day for each month of service credited as an advance). Such sick leave shall accumulate to a maximum of one hundred and fifty (150) days.
- b) Upon completion of the probationary period each Employee's sick leave accumulation shall be credited from date of hire as a probationary employee.
- c) Notification of Absence

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

- d) When **an** employee is waiting for approval of a WCB claim the employee shall have sick leave advanced to the extent available, until WCB decides on the claim. Upon approval of the claim, the sick leave bank shall be repaid in full using money received by the employee from WCB. Otherwise, the sick leave bank shall be repaid to the extent appropriate from funds received from the WI carrier and/or from the employee.

21.05 Medical Statements and Medicals

- a) Medical Statements

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

- b) Medicals

The employer shall pay the cost of a medical certificate where required by the employer.

21.06 Premiums for Benefits During Absence

- a) Maternity or Parental Leave

An employee on maternity or parental leave shall be continued on the applicable benefits and cost share formula(s), provided the employee's share of premiums is paid in advance.

b) Leave of Absence and Union Leave

An employee on leave of absence without loss of pay or on Leave for Union Duties (as specified in Article 18.02 (a) and (c)) shall be continued on all applicable benefits and cost share formula(s).

c) WCB and Weekly Indemnity Leave

An employee on leave of absence while receiving WCB temporary wage loss benefits, or weekly indemnity benefits shall be continued on all applicable benefits and cost share formula(s), providing the employee's share of premiums is paid in advance.

d) Benefits on Layoff and Leave of Absence Without Pay

An employee on layoff with recall rights or leave of absence without pay shall be continued on all applicable benefits and cost share formula(s) for three (3) complete months following the month in which the lay off takes effect, provided the employee's share of premiums is paid in advance. The employee may remain on all applicable benefits thereafter (for the balance of the period of recall or to a maximum of one (1) years leave without pay) by providing payment for 100% of benefit premiums in advance.

e) Advance Payments

An employee may make advance payments by pre-authorized cheque, cash, post dated cheques or some other arrangement as may be mutually agreed.

21.07 Regular Part Time and Temporary Employees Pay in Lieu of Benefits
(Effective January 1, 1998)

Pay in lieu of benefits in the amount of eleven percent (11%) of basic wage on all regular hours worked shall be paid to:

- a) all regular part time employees who normally work an average of less than twenty (20) hours per week;
- b) temporary employees who have completed sixty-five (65) shifts and still have seniority as per Article 10.05 (b).

If any of the above employees participates in the Municipal Pension Plan, the pay in lieu of benefits will be 4%.

21.05 Retirement Pay

An employee who retires from the service of the District shall receive a retirement sum of two days pay at the employee's current rate of pay for each year or part year worked as an employee.

For the purpose of this retirement pay clause "retire" means an employee leaves the service of the District within five years of age 65 or upon receipt of a disability allowance.

Article 22 - OCCUPATIONAL HEALTH AND SAFETY

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

22.02 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

Sixty (60) days before the introduction of any technological changes, or methods of operation which affect the rights of regular 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 Termination

No regular employee shall be terminated by the employer because of mechanization or technological changes. A regular 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 Training; Programme

In the event that the employer should introduce new methods or machines which require new or greater skills than are possessed by regular 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

24.01 Contracting Out

No bargaining unit employee shall be laid off or not be recalled as a result of the employer contracting out any of its present work or services.

24.02 Volunteers

No bargaining unit employee will be laid off or not be recalled as a result of the employer using volunteers to do any of its present work or services.

Article 25 - GENERAL

25.01 Forms To Be Completed

The Employer agrees that all new employees upon date of hire shall be required to complete all forms required under this Agreement.

25.02 New Employees To Be Acquainted

The Employer agrees to acquaint all new 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 so requires.

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.

25.07 Temporary 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.

25.08 Crossing of Legal Picket Lines

- a) 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.
- b) 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.

4 26 - ESEN NI ONS ND BENEFI

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 in so far 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 - LABOUR MANAGEMENT COMMITTEE

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

27.02 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.

27.03 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.

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

Article 28 - TERM OF AGREEMENT

28.01 This Agreement shall be for the period from and including ~~January 1st, 1997~~ to and including ~~December 31, 1999~~ 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, 1999) 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.

28.02 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:

- a) the Union goes on strike, or

- b) the Employer lock-outs the Employees, or
- c) the parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement.

whichever is the earliest.

The operation of Section 50(2) and 50(3) of the Labour Relations Code is hereby excluded.

28.03 Retroactivity

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

28.04 Mutually Agreed Changes

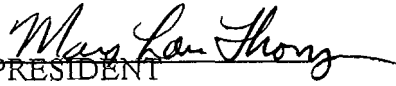
Any mutually-agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedure. Such mutually-agreed changes shall be presented in writing.

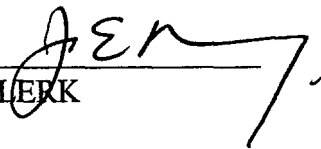
IN WITNESS WHEREOF, BOTH PARTIES HERETO HAVE EXECUTED THEIR PRESENCE ON THIS 31st DAY OF MARCH, 1998.


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


SECRETARY TREASURER

**1997 - 1999 WAGE SCHEDULE
SCHEDULE "A"**

Classifications	Effective January 1, 1997	Effective January 1, 1998	Effective January 1, 1999
Labourer	\$17.58	\$17.78	\$17.98
Truck Driver	\$18.70	\$18.90	\$19.10
Pipe Layer	\$18.18	\$18.38	\$18.58
Small Tractor & Sweeper Operator	\$18.34	\$18.54	\$18.74
Sweeper Operator 1	\$18.85	\$19.05	\$19.25
Backhoe Operator	\$18.88	\$19.08	\$19.28
Front End Loader Operator 1	\$18.88	\$19.08	\$19.28
Front End Loader Operator 2	\$19.25	\$19.45	\$19.65
Grader Operator	\$19.92	\$20.12	\$20.32
Lead Hand	\$19.92	\$20.12	\$20.32
Operator - Waste Water Treatment Facility	\$19.61	\$19.81	\$20.01
Assistant Chief Operator - Waste Water Treatment Facility	\$20.67	\$20.87	\$21.07
Chief Operator - Waste Water Treatment Facility	\$22.04	\$22.24	\$22.44
Working Foreman	\$22.04	\$22.24	\$22.44
Maintenance Mechanic	\$22.70	\$22.90	\$23.10
Mechanic's Helper	\$18.31	\$18.51	\$18.71
Gardener 1	\$19.70	\$19.90	\$20.10
Lifeguard/Instructor I	\$14.64	\$14.84	\$15.04
Lifeguard/Instructor II	\$16.28	\$16.48	\$16.68
Head Instructor	\$17.39	\$17.59	\$17.79
Head Guard	\$17.39	\$17.59	\$17.79
Program Coordinator	\$17.39	\$17.59	\$17.79
Program Supervisor	\$22.04	\$22.24	\$22.44
Program Instructor	\$15.88	\$16.08	\$16.28
Preschool Instructor	\$15.88	\$16.08	\$16.28
Recreation Service Worker 1a	\$17.16	\$17.36	\$17.56
Recreation Service Worker 1b	\$17.81	\$18.01	\$18.21
Recreation Service Worker 1c	\$18.06	\$18.26	\$18.46
Recreation Service Worker 2	\$22.04	\$22.24	\$22.44
Animal Control Officer	\$18.30	\$18.50	\$18.70
Animal Control Assistant	\$13.30	\$13.50	\$13.70
Guard - RCMP	\$13.44	\$13.64	\$13.84
Janitor	\$14.38	\$14.58	\$14.78
Junior Guard	\$8.54	\$9.60	\$9.80
Skate Patrol	\$8.54	\$9.60	\$9.80
Summer Employee	\$8.54	\$9.60	\$9.80
Concession Worker	\$8.54	\$9.60	\$9.80
Concession Supervisor	\$11.94	\$13.35	\$13.55

**1997 - 1999 WAGE SCHEDULE
SCHEDULE "B"**

Effective
January 1, 1997

Effective
January 1, 1998

Effective
January 1,
1999

Classifications	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
Receptionist	\$12.65	\$13.22	\$12.85	\$13.42	\$13.05	\$13.62
Cashier/Clerk I	\$16.52	\$17.34	\$16.72	\$17.54	\$16.92	\$17.74
Cashier/Clerk II	\$16.79	\$17.58	\$16.99	\$17.78	\$17.19	\$17.98
Stenographer	\$17.05	\$17.87	\$17.25	\$18.07	\$17.45	\$18.27
Clerk 3 - Taxation	\$17.58	\$18.36	\$17.78	\$18.58	\$17.98	\$18.76
Stenographer Clerk IV/Payroll/Accounts Payable Clerk 4	\$18.13	\$18.91	\$18.33	\$19.11	\$18.53	\$19.31
Accounting Clerk 5	\$21.33	\$22.01	\$21.53	\$22.21	\$21.73	\$22.41
Assistant Technician		\$20.94		\$21.14		\$21.34
Engineering Technician		\$22.26		\$22.46		\$22.66
Building Inspector/Bylaw Enforcement Officer		\$27.02		\$27.22		\$27.42
Building Inspector		\$25.20		\$25.40		\$25.60
Bylaw Enforcement Officer	\$17.85	\$18.27	\$18.05	\$18.47	\$18.25	\$18.67
Recreation Stenographer	\$17.05	\$17.87	\$17.25	\$18.07	\$17.45	\$18.27
Recreation Cashier Clerk	\$15.69	\$16.34	\$15.89	\$16.54	\$16.09	\$16.74
Stenographer/Dispatcher	\$17.69	\$18.49	\$17.89	\$18.69	\$18.09	\$18.89
Recreation Facility Clerk		\$12.00		\$16.08		\$16.28
Recreation Facility Booking Clerk		\$16.34		\$16.54		\$16.74
Victim Services - Supervisor				\$17.85		\$18.05
Victim Services - Assistant				\$15.33		\$15.53

LETTERS OF UNDERSTANDING AND OTHER MATTERS
SCHEDULE "C"

LETTER OF UNDERSTANDING 1

RE: Job Description

The District of Squamish and CUPE Local 2269 agree as follows:

1. A Joint Job Description Committee will be established, composed of two persons named by the Union and two persons named by the District. The Committee may be assisted by an advisor named by the District and an advisor named by the Union.
2. The purpose of the Committee is to review and agree on the correctness of the District's Job Descriptions. In this process the Committee shall use the descriptions prepared by the District, together with the questionnaires and other sources of information as determined by the Committee. The Committee shall make whatever adjustments to the job descriptions the Committee deems necessary to ensure correctness.
3. The Job Descriptions shall be as defined in Article 20.01. A single job description may be applicable to a group of positions.
4. Leave of absence without loss of pay will be granted to members of the Committee while performing Committee duties. Arrangements will be made to enable the Committee to meet to do the job.
5. Once the job descriptions have been reviewed and amended as necessary, the Committee shall submit them to the incumbent(s) and the excluded supervisor(s) for additional corrections. **If** the corrections satisfy the incumbent/supervisor, the job descriptions shall be deemed to be approved by the Parties.
6. Those job descriptions which are not approved shall be subject to an appeal process by the Union and/or the Employer. Any such appeals must be submitted in writing to the Committee within 10 days of notification by the Committee to the employee and the Supervisor, of the Committee's decision. The appeal must include all proposed changes and reasons for such changes.
7. The Committee shall have 30 days to make a final determination of the correctness of the descriptions being appealed.
8. The Committee members shall be named, and the Committee commence **work** as quickly as possible in 1998, and shall finish its work no later than June 30, 1998.

LETTER OF UNDERSTANDING2

RE: Job Sharing

1. Two persons, one of whom must be a full time employee and the other must be a regular, temporary or casual employee, who wish to job share in a full time position already being filled by one of them, shall make a written request to the Employer, with a copy to the Union. The request shall specify the basis of the sharing, set out the details of how the duties and responsibilities will be shared and communicated, and indicating concurrence with the conditions in this Letter of Understanding.

The proposal and the feasibility of implementation shall be considered by the Employer. Approval of the proposal is at the discretion of the Employer and could be given subject to changes in the proposed work schedule, work division, or selected partner. The Employer's response, which shall be sent to the employees and Union, shall also be based on the following principles to determine suitability of the persons and of the position for job sharing:

- a) service is not negatively impacted;
 - b) productivity is not negatively impacted;
 - c) there are no additional costs to the Employer beyond those associated with normal orientation and transition, and employee benefits;
 - d) job continuity questions and skill levels are satisfactory;
 - e) job sharing arrangements may be limited to one per work area;
 - f) each person involved has the skills, knowledge, abilities and qualifications for the position.
2. The arrangement for job sharing shall be for a specific period of not less than six months and not more than one year. The posting for the moving employee's position, if there was one, shall stipulate the vacancy is for a temporary appointment to expire at the end of the job sharing arrangement which brought about the vacancy. (The time limitation for temporary appointments is waived in this situation). This position will be posted as a regular vacancy if the moving employee remains in the job share for more than 12 months.
 3. The status of an employee is not altered as the result of job sharing, unless one was a Casual Employee in which case the employee will be a Temporary Employee for the duration of the job share.
 4. Job sharing shall be on the basis of:
 - a) if on a five day week
 - i) one job-sharer being assigned three days every week and the other two days; or
 - ii) a split resulting in each working 2 ½ days each week; or
 - iii) a split of one-half of the hours each day.

- b) if on a 10 hour or 12 hour shift each working 50% of the hours each day or 50% of the days.
5. Job-sharers may be asked to work additional hours in the job they hold, but may not work additional casual or temporary hours elsewhere.
 6. No employee who job shares will lose any employee benefits, and the payment of benefit premiums shall be in accord with the terms of this Collective Agreement.
 7. Vacation entitlement, sick leave, public holiday pay shall be pro-rated based on the hours worked by each of the job sharers.
 8. The job sharing arrangement shall be at an end if:
 - a) one of the employees can no longer be involved in the job sharing because of separation from District; or
 - b) one of the job-sharers is the successful candidate for a vacancy; or
 - c) the Employer, or one of the job sharers, finds that job sharing is not working satisfactorily, and give 30 days notice, and employees return to the previous positions.

If this occurs during the first 12 months of a job share and the incumbent leaves the job share under (a) or (b) above, the position is posted and the employee who moved returns to the previous position. If the employee who moved to the job share leaves under (a) or (b) above, the original holder returns to full time, and the temporary position is posted as a regular position. Any other temporary appointment which was made as a result of the job share shall cease and a temporary employee who may be displaced shall be given layoff notice.

If the job share arrangement has been in effect for at least 12 months, and the original holder of the position has left the job share, the other job sharer shall be given layoff notice and the position shall be posted. If the employee who moved to the job share has left the job share, the original incumbent shall return to full time in the position. If the job share ends because of (c) above, the incumbent shall return to full time and the person who moved to the job share shall be given layoff notice, and the provisions of the agreement with respect to layoff, bumping and recall will apply.

9. If one of the job-sharers is absent because of illness or leave, the other job-sharer shall be offered the absent job-sharer's obligations for the period involved.
10. If the employer eliminates the job shared position, or reduces the hours of the job shared position to the extent that a layoff would occur, both job-sharers will be given layoff notice and the provisions of the agreement with respect to layoff, bumping and recall will apply.

11. If the job sharing arrangement is for longer than six months, a review will be conducted before the end of six months.
12. The job sharing arrangement **is** renewable provided a request **for** renewal is made to the Employer at least 30 days prior to the expiry of the existing arrangement. All the conditions outlined above shall be followed.

LETTER OF UNDERSTANDING 3

RE: Pre-school Instructors

For as long as Janice Wilkinson and Eleanor Vandergaag (the incumbents) are employed by the District of Squamish as Regular Part Time Pre-School instructors, the following will apply:

1. During the program break from the end of programs in December each year to the beginning of programs in the next **January**, the incumbents will receive a minimum of 20 hours per week of work in either programs or other projects for all weeks except one which will be taken as a week without pay.
2. The incumbents shall be excluded from the provision of Clause 12.05(c) of the collective agreement.
3. For program break periods from the end of Spring Programs to the start of Fall Programs each year (approximately June 15 through to September) the incumbents shall notify the Deputy Parks **and** Recreation Director of their intent to vacations as per clause 17.04 of the collective agreement. If it is determined that there are no pre-school programs to be offered, or insufficient enrolment should result in cancellation of programs during this program break, the incumbents shall be laid off as per the layoff provisions of this collective agreement.

At such time as Janice Wilkinson or Eleanor Vandergaag leave the employment of the District as the Regular Part Time Pre-School Instructor position(s) shall cease.

LETTER OF UNDERSTANDING 4

RE: Workers Employed at the Recreation Centre Concession for 1997-98 Season

1. Notwithstanding the terms of the collective agreement between the Parties, the Parties agree that the following shall apply with respect to those who may be employed to work at the District operated Concession in the Brennan Lake Leisure Centre, in the 1997-98 season.
2. The employees shall be scheduled, and shall be considered Casual Employees. With respect to Article 19.03(a)(ii) - Daily Guarantee, the number two (2) shall be substituted for four (4).
3. The employees with respect to Article 13.15 - Change of Shifts and Shift Start Times, the number forty-eighth (48) shall be substituted to four (4).
4. The following Article shall not apply to these employees for the period of the trial: Article 13.11 - **Shift** Premium.
5. The District assures CUPE Local 2269 that the Concession will be in operation during the annual Sea to Sky Trade Fair.

OTHER MATTERS

1. Persons who have left the employ of the District of Squamish since January 1, 1997 will be paid any retroactive amounts applicable to the period from January 1, 1997 to the date of separation, upon written application to the District submitted by the person prior to January 31, 1998.
2. Maxine Morris - Effective December 1, 1997 Maxine Morris will be paid at the same rate of pay (\$18.21) as the Clerk 3, until the outcome of the following is finalized.

It is agreed that Carole Cameron of CUPE and Lydia Coco of KPMG will review the questionnaires and any new information they require to compare the duties and responsibilities of Maxine Morris to the Clerk 4, Stenographer and Clerk 3 positions at the Municipal Hall. Ms. Cameron and Ms. Coco will then rate all these positions to determine which classification Maxine Morris is most closely rated to. This process will be completed by February 28, 1998 (eg. If she is related by rating closest to the Clerk 4 she will be paid retroactively at the Clerk 4 rate. If she is related to the Clerk 3 she will be paid the Clerk 3 rate, etc.) If the rating is closest to that of the Stenographer then with immediate effect her rate of pay would be reduced to the Stenographer rate of pay.

If the rate is at the Clerk 4 or Clerk 3 level then this adjustment shall be made retroactive to June 14, 1994.

3. Angela McKenzie - Effective November 1, 1995 until she is no longer providing network support functions Angela McKenzie will receive \$2.30 per hour adjustment for the network support function.

~~Victim~~ Services Coordinator - effective January 1, 1998 \$17.65 per hour plus wage increase (\$17.85).

Victim Services Assistant - effective January 1, 1998 \$15.13 per hour plus wage increase (\$15.33).

4. Adjustment of Status

The following employees in the recreation department will now be considered regular under the terms and conditions of this agreement.

Wilkinson, Janice F.
Vandergaag, Eleanor
Lear, Jeanette M.
Schultheiss, M. Alana
Wilson, Elizabeth W.
Bianco, Rosella A.
Lorette, Terry M.
Woodard, B.