

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

THIS AGREEMENT MADE this 25<sup>th</sup> day of February, 2009.

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## **ARTICLE 1 - PURPOSE OF THE COLLECTIVE AGREEMENT**

### 1.01 Purpose

THE PARTIES agree that the purpose of this Collective Agreement is to:

- a) maintain and promote harmonious relations;
- b) maintain and enhance the practices and procedures of collective bargaining;
- c) promote conditions favourable to the orderly and constructive settlement of disputes;
- d) encourage efficiency in the District's operations and quality in service delivery;
- e) promote the morale, well being and security of all Employees in the bargaining unit; and
- f) 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 or part time, on a temporary basis for a specific period of time or specific purpose of up to six (6) months duration. (This period of time may be extended initially with the mutual agreement of the parties if it is known or expected that the duration will exceed six (6) months). 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.

Consecutive temporary opportunities for a specific period of time or specific purpose consisting of the same or similar work as previously performed within the previous 90 days will not be

created, except for recreation programs.

The Parties may, with mutual agreement, provide for consecutive temporary opportunities in any department.

- d) **Casual Employee:** is a person employed on a day-to-day basis (sporadic or consecutive); to perform specific short-term or occasional functions (not to exceed 14 calendar days), or to fill in for another Employee to a maximum of forty-two (42) days unless the Employee being replaced is on vacation. A casual Employee can be scheduled ahead of time, but at any time may only be scheduled for up to 10 consecutive working days unless the Employee being replaced is on vacation
- e) **Regular Full-Time Position:** is a position of an ongoing nature that requires employment on a full-time basis of forty (40) hours per week for Schedule 'A' or thirty-five (35) hours per week for Schedule 'B' or other such number of weekly hours as is recognized in this Agreement as normal for a particular class of full-time positions.
- f) **Regular Part-time Position:** is a position of an on-going nature that requires employment on a part-time basis of less than forty (40) hours per week for Schedule 'A' or thirty-five (35) hours per week for Schedule 'B' or other such number of weekly hours as is recognized in this Agreement as normal for a particular class of part-time positions.
- g) **Temporary Position:** is a position, full time or part time, which is of a limited duration.
- h) **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.
- i) **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.
- j) **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.
- k) **Last Date of Hire:** is the date an Employee last entered the service

of the Employer without a break in status as an Employee.

- l) Days: in this Collective Agreement means calendar days unless specified differently.
- m) Adverse Report: means a written report related to the disciplinary action or warning of disciplinary action of an Employee.
- n) Letter of Expectations: is a written letter provided to an Employee outlining specific job behavior expectations. A letter of Expectation is not an Adverse Report.
- o) 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 within the same classification.
- p) Job Description: is the document which describes in general terms:
  - The nature and scope of the 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 licences or certificates required for the classification.

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

- q) Position: is a specific job within a classification.

### **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

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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.

**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 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 and Stewards for each department as appointed by the Union. 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. All communication between the Union and/or any of its Officers or Stewards and the Employer shall be between the President of the Union and the CAO of the Employer.

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. Where this may result in an unacceptable delay of the interview, the supervisor may contact the Steward directly.
  - (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.

9.07 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.

9.09 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 seven (7) 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

##### a) Arbitration

If 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) 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. The appointment will be scheduled within 4 working days of receipt of a written request to access the file.

#### 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 after twenty-four (24) months of cumulative time at work 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) A Casual Employee who successfully completes the probation period for a regular position shall have regular seniority on the basis of the date on which Regular Employee status was achieved.

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 the Employee:

- a) is discharged for just cause;
- b) resigns;
- c) 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) no longer has recall rights;
- e) is permanently moved to a position outside the bargaining unit after six (6) months from the date of the move;
- f) retires.

#### 10.05 Temporary and Casual Seniority

- a) Seniority

Any Temporary or Casual Employee hired on or before September 15, 2005 who has worked more than 65 shifts in one calendar year (January-December) will be considered to have acquired casual seniority. This casual seniority will be established on the basis of the date upon which the casual Employee was last hired, and use such seniority for the purposes of being considered for the vacancy or for the purpose of assignment of shifts in accordance with 13.09 a).

Any Casual or Temporary Employees hired after September 15, 2005 who has worked more than 65 shifts in one calendar year (January-December) in a single department will be considered to have acquired casual seniority in that Department. This casual seniority will be established on the basis of the date upon which the casual Employee was last hired in that department, and use such seniority for purposes of being considered for the vacancy or for the purpose of assignment of shifts in accordance with 13.09 a).

- b) Except for a Casual Guard employed at the RCMP detachment, a Casual Employee who is not called to work for three (3) months or is unavailable for work for a period of three (3) months or more, shall be considered separated and lose all seniority.

## **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 five (5) working days and filled within forty (40) working days of the posting closing. Positions may be advertised in the media only after the Employer has determined an internal applicant is not the successful applicant.
- 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 (seventy-eight (78) days only in the case of temporary aquatic program positions) 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 hours and days, number of hours of work per week, and 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) For the classifications described in Letter of Understanding #4, appointments, promotions, demotions, and transfers shall be based on the ability, knowledge, qualifications and seniority of the Regular Employees considered. Where the ability, qualifications and knowledge of the applicants are

relatively equal, the senior applicant will be the successful candidate. For all other classifications, where the ability, qualifications and knowledge are sufficient to perform the functions of the posted position, the senior applicant shall be appointed.

- (ii) If the position is not filled by a Regular Employee in (i) above, the ability and qualifications of casual and temporary Employees described in Article 10.05 shall be considered, and if relatively equal, the senior applicant as determined in Article 10.05 shall be appointed.
- (iii) If the position is not filled by an Employee in (i) or (ii) above, all other applicants shall be considered.

#### 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 temporarily assigned pursuant to Article 11.07, or is suspended, terminated, or disciplined.

#### 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

- a) Regular Employees may move to a temporary position only after twelve (12) months of work in the Employee's regular position.
- b) Regular Employees may move into a subsequent temporary position from a current temporary position only after the completion of the current temporary assignment.
- c) 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.

#### 11.09 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 indicate concurrence with the conditions in this Article of the Agreement.

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 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.

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.

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.

2. 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 2.2 days each week; or
  - (iii) a split of one-half of the hours each day; or
  - (iv) a schedule whereby the job sharers alternate 3- and 2- day work weeks each week.
- b) if on a 10 hour or 12 hour shift each working 50% of the hours each day or 50% of the days

3. Job sharers may be asked to work additional hours in the job they

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hold, but may not work additional casual or temporary hours elsewhere.

4. 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.
5. Vacation entitlement, sick leave, public holiday pay shall be pro-rated based on the hours worked by each of the job sharers.
6. 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 the 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 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.

7. In the event the Employer intends to fill a vacancy created by one of the job sharers absence, the other job sharer shall be offered the absent job sharer's obligations for the period involved.
8. 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 provision of the agreement with respect to layoff, bumping and recall will apply.
9. If the job sharing arrangement is for longer than six months, a review will be conducted before the end of six months.
10. 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.

## **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, in consultation with the Union, 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 of notice after 3 consecutive months of employment;
  - 2 weeks of notice after 12 consecutive months of employment;
  - 3 weeks of 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 choose only one (1) of the following alternatives by the end of lay-off notice period:

- a) Accept the layoff;
- b) Accept the layoff if it is a reduction in hours and work the reduced hours; or
- 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 layoff shall also be provided with a form to be used by the Employee to indicate the option he wishes to exercise in accordance with 12.04. In the event the Employee chooses to bump, he shall identify the position into which he wishes 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 (14) 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

##### 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.

## **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

- (i) 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.
- (ii) Starting on or after May 1 and ending prior to or on September 30 of each calendar year, Public Works Employees shall work summer hours 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 7:00 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. These Employees may be scheduled to work eight (8) consecutive hours per shift and forty (40) hours per week in any five (5) consecutive scheduled days between the hours of 8:00 pm and 8:00 am, including a one-half (1/2) hour paid meal break.

#### 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.



Employees at the Wastewater Treatment Facilities hired after the date of ratification, March 4, 2009, shall work eight (8) hours per day and forty (40) hours per week. They shall work any five (5) consecutive days with two (2) days of rest between the hours of 6:00 am and 9:00 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 between the hours of 6:00 am and 9:00 pm, including a one-half (1/2) hour unpaid meal break and have two (2) days of rest.

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 between the hours of 6:00 am and 9:00 pm including a one-half (1/2) hour unpaid meal break and have two (2) consecutive days of rest.

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 and up to two (2) Labourers 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 Parks and Tourism Department - Non-Clerical Employees

- (i) The regular hours of work for full time Recreation Parks and Tourism Department Non-Clerical Employees except Parks 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 (1/2) hour unpaid meal break.

(ii) Facility Attendants - Arena

- 1) The regular hours of work for the full time Recreation Facility Attendants, shall be ten (10) hour shifts per day. Shifts shall be scheduled between the hours 5:00 am and 2:00 am.
- 2) Any shift schedule is permitted between 6:00 am to 6:00 am (24 hour period) as operational necessity dictates for special and/or extraordinary events. Employees working ten (10) hour shifts shall receive three (3) consecutive days of rest. These Employees shall be on duty during the one-half (1/2) hour daily meal break, which shall be part of the ten (10) daily and shall be paid time.

k) Parks Employees

The regular hours of work for two (2) Parks Labourers shall be eight (8) hours per day and forty (40) hours per week. They shall work five (5) consecutive days between the hours of 6:00 am and 9:00 pm, including a one-half (1/2) hour unpaid meal break and have two (2) days of rest.

l) By-law Enforcement

The regular hours of work for full time bylaw enforcement shall be eight (8) hours per day and forty (40) hours per week with two consecutive days of rest each week, 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 Sunday.

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) Information Technology

The regular hours of work for full time Information Technology Employees shall be seven (7) hours per day and thirty-five (35) hours per week. They shall work five (5) 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.

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) 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 a period of eight (8) consecutive hours.

e) Operations Steno/Clerk IV and Secretary

Whereas the parties acknowledge that the current language of Article 13.03 a) provides for Hours of Work for Schedule B Employees from 8:30 am to 4:30 pm and that the Operations Department Steno/Clerk IV and Secretary are included among Schedule B Employees, the parties agree as follows:

In addition to the Hours of Work described in Article 13.03 a) for Schedule B Employees, the Hours of Work for the Operations Department Steno/Clerk IV and Secretary *only* will also include the following shifts:

- Monday to Friday, 8:00 am to 4:00 pm, and;
- During Operations Department “summer hours” described in Article 13.02 a) ii), Monday to Friday 7:00 am to 3:00 pm

#### 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) For the Telecommunications Operators working the “four on - four off”, 12-hour shifts shall have a two (2) hour unpaid meal break and two (2) twenty (20) minute breaks.

(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 (10) 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 13.12.

(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 13.12.

(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 called in to work by way of their seniority, 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 7:00 am and 9:00 pm and shall have a one-half or one hour unpaid meal time.

13.05 Combination of Schedule "A" and "B"

When one Employee holds two positions within the bargaining unit; a position described in Schedule A (maximum 8 hours per day 40 hours per week) and a position described in Schedule B (maximum 7 hours per day 35 hours per week) overtime is defined as follows:

- a) If the Employee works a combination of Schedule A hours and Schedule B hours in a day, the overtime is defined as time worked beyond the regular full time daily hours of work for Schedule A Employees (8 hours per day).
- b) If the Employee works a combination of Schedule A and Schedule B hours in a week, the overtime is defined as the excess of regular full time hours of Schedule A Employees in a week (40 hours).
- c) If the Employee works only Schedule A or Schedule B hours in a day, the overtime is defined as time worked beyond the regular full time daily hours of work in Article 13.
- d) If the Employee works only the Schedule A or Schedule B hours in a week, the overtime is defined as time in excess of the regular full time hours of the classification in a week.

13.06 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.

### 13.07 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.

### 13.08 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.

### 13.09 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 rotation 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.
- d) A Casual Employee offered shift(s) is required to inform the Employer that he will be entitled to be paid at overtime rates.
- e) All Casual Employees must give the Employer their schedule of availability 10 days in advance of the following month. If that Employee does not, they will be deemed to be unavailable for the month. A Casual Employee employed at the RCMP detachment

who cannot be contacted to be offered a shift by the Employer in accordance with their availability will be deemed to have refused that shift as referenced in (f) below.

- f) A casual guard employed at the RCMP detachment who has submitted a schedule of availability and who subsequently refuses three (3) shifts in a six (6) consecutive month period shall be removed from the casual list. The six (6) month period will move from the last date of refusal.
- g) Illness and/or emergent situations shall be reasons for refusal without penalty.
- h) A casual guard employed at the RCMP Detachment may amend their availability to reflect reduced availability and must provide forty-eight (48) hours notice to their immediate supervisor. A casual guard employed at the RCMP Detachment may amend their availability to reflect increased availability and may do so at any time with notice to their immediate supervisor.
- i) A Casual Employee shall lose seniority and no longer be an Employee if the Employee is absent from work in excess of two scheduled shifts without sufficient cause or without 48 hours notice unless such notice was not reasonably possible. Casual Employees shall not lose seniority and cease to be an Employee if they are absent due to illness.
- j) At the discretion of the Employer, Casual Employees will be required to attend training sessions. The Employer will pay the Employee at his regular rate of pay. The Employer will provide the Employee with a reasonable amount of notice of such training session(s).

#### 13.10 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 13.10 shall apply to all Employees, except guards. 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

#### 13.11 Rest Periods

An Employee shall be permitted a rest period of fifteen (15) consecutive minutes at a time convenient to the work load as follows:

- a) Shifts of up to five (5): 1 rest period;
- b) Shifts longer than five (5) hours: 2 rest periods to be taken in the first half and second half of the shift.

#### 13.12 Shift Premium

- a) Employees 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) Employees 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.

#### 13.13 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.

#### 13.14 Split Shifts

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

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### 13.15 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.

### 13.16 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.

#### 13.17 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 will be as follows:

- One (1) hour pay for each eight (8) hours or portion thereof for standby time which occurs on a regularly scheduled work day;
- One (1) hour pay for each six (6) hours or portion thereof for standby time which occurs on a day of rest.

### **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 will be offered by seniority on a purely rotational basis 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 ten (10) 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 seven (7) days to augment the next year's vacation allotment. Such request shall be submitted no later than November 15th in each year. Should any accumulated time from the previous calendar year not be used by March 31<sup>st</sup> of the following year, the Employee shall be paid out in the pay period that follows March 31<sup>st</sup>.

(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 full pay period of December in each year shall be included in that pay.

- e) Casual Employees, while working in temporary positions, can bank overtime hours until such time as the temporary position has ended. Banked overtime for Casual Employees shall be paid out in the first full pay period in December.

#### 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

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 Employee's immediate supervisor.

### 15.02 Raingear Allowance and Coveralls

The Employer will provide, at no cost to the Employee, appropriate raingear to those whose general working conditions require such protective clothing and that any issue of appropriateness of raingear be referred to Occupational Health & Safety Committee for decision.

### 15.03 Work Boots

Boot Allowance:

The Employer, on an annual basis, shall reimburse a maximum of one-hundred and fifty dollars (\$150.00) for one pair of steel toed and shanked footwear where safety footwear is a requirement under Workers Compensation Board Statutes.

In work areas deemed to be harsh, as determined by the management supervisor and approved, the Employer agrees to reimburse the cost of up to two (2) pairs of safety footwear each at a maximum cost of one hundred fifty dollars (\$150.00).

In the Water Works/Waste Management work areas, the Employer agrees to provide one (1) pair of rubber safety boots every two (2) years.

All requests for re-imburement must be accompanied by a valid receipt. In the event an Employee spends more than \$150.00 for steel toed and shanked footwear, the amount in excess of \$150.00 will be carried forward and will be reimbursed in the next year to a maximum of \$150.00. In no event will the Employer be required to reimburse an Employee more than \$150.00 annually for a boot allowance.

#### 15.04 Aquatic Clothing

Temporary Employees, upon working a minimum of 3 consecutive months, and all Regular Employees in classifications where the Employee(s) are regularly required to use bathing suits shall receive an allowance of sixty dollars (\$60) per calendar year towards the cost of the bathing suit(s).

Aquatic Clothing, the parties agree that "3 consecutive months" for Temporary Employees to qualify for the allowance will be interpreted as including a Temporary Employee who works at least eighty (80) hours per month for 3 consecutive months.

#### 15.05 Dirty Pay

- a) Dirty pay of one dollar and fifty cents (\$1.50) 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 immediate management supervisor.
- b) When dirty pay is paid it shall be paid for a minimum of four (4) hours per shift and a minimum of eight (8) hours pay if it is paid for more than four (4) hours per shift.

#### 15.06 Herbicide, Pesticide and Fertilizer Application

Employees who are required to possess a current valid Ministry of Environment Pesticide Applicator's Certificate will be paid an additional \$1.00 per hour over their regular classified rate of pay with a minimum of four (4) hours pay for hours of work when the application of herbicides, pesticides and fertilizers requires such certification.

#### 15.07 Occupational First Aid Attendants

Designated Occupational First Aid Attendants Level II will receive an additional one hundred dollars (\$100.00) per month.

## **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 actual straight time hours paid by the Employer 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. Employees working 10, 11 or 12 hour shifts shall be granted the same number of public holiday lieu hours as they worked on the particular public holiday

#### 16.06 Public Holidays on Day Off

- a) 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.
- b) The preferred day to be taken off by the Employee will normally be the Employee's next scheduled day of work, however
- c) If the next scheduled day of work is not taken off by the Employee, then another day of work may be mutually agreed to provided the day is taken within 30 calendar days of the public holiday.
- d) If a mutually agreed date within 30 calendar days of the public holiday is not established the next scheduled day of work thereafter will be taken as the day off.

### **ARTICLE 17 - ANNUAL VACATIONS**

#### 17.01 Purpose

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

#### 17.02 Vacation Entitlements

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

17.13 Vacation Pay in Year of Termination

Employees are required to work the full calendar year in order to be entitled to that year's full vacation and pay. Specifically, Employees who schedule their entire vacation and leave the District's employment prior to the end of the calendar year, will have the unearned portion deducted from their last pay cheque.

**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, or temporary 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 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

Requests by Employees, on a form supplied by the Employer, for unpaid leave of absence shall be made in writing to the department supervisor and may be granted at the Employer's discretion. The Employee shall give at least seven (7) days' notice to minimize disruption of staff. The Employer shall make reasonable effort to comply with such requests. Notice of the Employer's decision shall be given in writing within three (3) working days.

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 traveling, 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 seventeen (17) consecutive weeks of maternity and up to thirty-five (35) 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.
- (iii) In the event a pregnant Employee does not take the seventeen (17) consecutive weeks of maternity leave and the thirty-five (35) consecutive weeks of parental leave in (i) above, the birth mother is entitled to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.

Birth Father and Adoptive Parent

- (i) An Employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) 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) Employees of the District will be entitled to the provisions of any provincial and federal statute(s) in respect of maternity/paternity leave, as these may be amended from time to time.
  
- 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) (iv), 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 wage 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 and except Recreation Services staff conducting programs 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) With the exception of Recreation Services staff, any Employee that 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.
  - (iii) For the purpose only of this article (ii) and (iii), Recreation Services staff comprise the classifications of Skate Patrol, Program Workers, Pre-school/Program Instructors, and Lifeguards/Instructors who are not Regular Full-Time Employees. Recreation Services staff shall be paid a minimum of two (2) hours pay at the Employee's regular rate of pay. It is understood that 'free-standing' two (2) hour programs will not be scheduled as a matter of course, but will be the exception; four (4) hour blocks will be scheduled whenever possible.
- 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.

Effective the date of ratification: When an Employee working in the RCMP telecommunications classification is required to train another Employee they will be paid a training premium equal to five percent (5%) of their regular rate of pay for each hour or portion thereof of training.

Effective the date of ratification, the Employer will create a new classification in Schedule 'B' entitled "RCMP Telecommunications Trainee". The wage rate assigned will be equal to ninety-five percent (95%) of the Step 1 rate of pay in effect January 1, 2005 as amended by paragraph #3 above. The rate will be rounded to the nearest whole cent.

#### 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. The Employer will pay (100%) one hundred percent of the course fee upon enrollment in the course. Leave of Absence with pay shall be granted to allow Employees time to write examinations for courses required by the Employer. In the event the examination is outside normal working hours or on the Employee's day of rest, the Employee shall be paid their classification rate at straight time for the examination time.
- 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) The Employer shall pay the full cost of any course of instruction requested by the Employee and approved by the Employer to become better qualified to perform the Employee's job or improve the Employee's advancement opportunities with the Employer. Employees shall be paid fifty percent (50%) of the course fee upon enrollment and the balance upon successful completion of the course. 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 certified, the Employer will pay for the course fees and the Employee 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 Job Descriptions

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 Notification to Union

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 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.
- e) If the Employer believes that due to changes in the duties or responsibilities of a position, an Employee is improperly classified, the Employer may provide a reclassification in accordance with Article 20.04. A reclassification initiated by the Employer will not be considered a vacancy unless the new classification results in an additional position being created.

#### 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 an 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 until the first \$1,000 of benefits have been paid and 100% of the remainder, per calendar year;
  - Unlimited aggregate maximum per individual subject to practitioner and extra care limits;
  - Vision Care reimbursement of up to four hundred dollars (\$400.00) in any twenty-four (24) month period, effective January 1, 2009 increase Vision Care coverage to four hundred and twenty-five dollars (\$425.00); effective January 1, 2010 increase Vision Care coverage to four hundred and fifty dollars (\$450.00);
  - Plan provides emergency out of province medical coverage;
  - Employer pays 100% of premiums;
  - Employer to provide Pharmanet Card for prescription medicine purchase;
  - 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 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 Employee Assistance Program

21.04 Pension (Municipal) Plan

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

21.05 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.

#### 21.06 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.

#### 21.07 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.

21.08 Regular Part Time and Temporary Employees Pay in Lieu of Benefits

Pay in lieu of benefits in the amount of twelve percent (12%) 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%.

21.09 Retirement Pay

An Employee who retires from the service of the District shall receive a retirement sum of two (2) 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 leaving the service of the District and receiving benefits under the Pension (Municipal) Plan or upon receipt of a disability allowance or upon resignation by the Regular Full Time Employee after twenty-five (25) years of full time service with the District.

## **ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**

### 22.01 In Accordance With WorkSafe BC

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 Committee

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 Program

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 Work in Two Classifications – Temporary Employees

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.

#### 25.09 Union Label

One (1) CUPE Local 2269 Union Label, to a maximum size of nine (9) cms by nine (9) cms shall be displayed in a prominent location visible to the public at each work site where Union Employees are regularly scheduled to work.

### **ARTICLE 26 – WHISTLE BLOWER PROTECTION**

The Employer and the Union agree that the District of Squamish and its Employees will not violate any Act, Regulation or law either Federal, Provincial or Municipal. The Employer will be notified in writing of any observed or alleged violations. No Employee shall be subjected to or suffer retaliation, or be disciplined for providing such information.

## **ARTICLE 27 - PRESENT CONDITIONS AND BENEFITS**

### 27.01 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.

### 27.02 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 28 - LABOUR MANAGEMENT COMMITTEE**

### 28.01 Committee

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

### 28.02 Purpose

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.

### 28.03 Meetings

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.

#### 28.04 Meeting Remuneration

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

### **ARTICLE 29 - TERM OF AGREEMENT**

#### 29.01 Term

This Agreement shall be for the period from and including January 1st, 2008 to and including December 31, 2011 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, 2011) 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.

#### 29.02 Procedure

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 locks-out 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.

#### 29.03 Retroactivity

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

29.04 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 \_\_\_\_ DAY OF \_\_\_\_\_, 2009.

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

\_\_\_\_\_

DIRECTOR OF  
ADMINISTRATIVE SERVICES

\_\_\_\_\_

SECRETARY TREASURER

## **LETTER OF UNDERSTANDING #1**

2010 Olympic and Paralympics Winter Games

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

WHEREAS the 2010 Olympic and Paralympic Winter Games (the "Games") have the potential of affecting the workplace, schedules, conditions of employment and Collective Agreement provisions between the District of Squamish (the Employer) and CUPE Local 2269 (the Union); and

WHEREAS the parties wish to minimize this impact;

WHEREAS the parties recognize that while there are no "Designated Facilities and Sites" currently scheduled for Squamish, the District of Squamish is pursuing a greater presence in the 2010 Olympic and Paralympic Winter Games.

The Employer and the Union agree that the following terms and conditions shall apply to all Employees assigned to work at "Designated Facilities and Sites" during the period covered by the "Games" and may be applied to test events, practice sessions, other sponsored events directly related to the "Games", training or shut down of operations as necessitated by the "Games".

1. The CUPE Local 2269 Collective Agreement with the Employer shall apply except as temporarily varied through this Letter of Understanding (LOU).
2. These varied Terms only apply to Sites owned by the District of Squamish, designated by VANOC as a Designated Facilities and usually operated / maintained by CUPE local 2269.
3. Designated Facilities and Sites
  - a) The Employer shall set the hours of operation and designate the facilities and practice facilities and other sites (the "Designated Facilities and Sites") to be used in preparation for and in conjunction with the 2010 Olympic and Paralympics Winter Games and other sponsored events and celebrations as directed by VANOC. The Union shall be notified, in writing, of the hours of operation and designated facilities immediately upon the Employer

making such determinations. Both Parties acknowledge that changes may be forthcoming to dates and/or start and finish times of anticipated test events, practice sessions, and /or other sponsored events and an extension or change of time and date is accepted as required.

- b) It is recognized that “Designated Facilities and Sites” may include some or all of the grounds, parking and adjoining sites and structures around or near a building and may also include open space locations or plazas (including parking areas) designated for use as part of the “Games” and any associated events and celebrations. It is also understood that a “Designated Facility and Site” may include only a portion of a building or site.
  - c) VANOC will have exclusive use of “Designated Facilities and Sites” as assigned by the Employer during the period of the “Games” from February 1, 2010 through to March 21, 2010 both dates inclusive. “Designated Facilities and Sites” may also be used exclusively by VANOC or the Employer or designated for purposes such as training, test events, practice sessions and other sponsored events and celebrations leading up to, during and as part of the shut down process following conduct of the “Games”. (For the purposes of this LOU all of the above constitutes the “Exclusive Use Period”.)
4. Employees Working at the Facilities and Practice Facilities
- a) No regular or temporary Employee working at the “Designated Facilities and Sites” shall suffer loss of regular pay as a result of this LOU.
  - b) The Employer shall designate the positions that will work at the “Designated Facilities and Sites” during the periods that VANOC has exclusive use. The Union shall be advised, in writing, of the positions required immediately upon the Employer making that determination.
  - c) Prior to utilizing the services of volunteers or any non-bargaining unit personnel, VANOC shall use regular CUPE Local 2269 members who are normally assigned to that building to perform work in the “Designated Facilities and Sites” that is usually performed by Employees in the bargaining unit during the “Exclusive Use Period”
-



- d) The Employer will wherever possible maintain the normal hours of work for Employees. Where this is not possible due to the “Games”, the normal overtime, shift differential etc. provisions of the Collective Agreement will apply. In addition, the Employer will provide at least seventy-two (72) hours notice to Employees who are required to change their normal hours of work to accommodate the “Games”. The Union will be provided with written notice of the change of hours of work.

It is understood that Employees so utilized will have no entitlement with respect to overtime work and VANOC may elect to utilize non-City Employees or volunteers to perform work that could otherwise be performed by City Employees as overtime work. However, it is expected that overtime contiguous to a regular shift will be worked by the Employee provided it is not expected to be of a duration that would easily enable VANOC to utilize a replacement at straight time.

#### 5. Security Clearances

- a) Any required security checks or clearances for Employees shall be strictly voluntary. Any Employee who refuses to undergo a security check, or who fails to pass a security check, shall be reassigned to other work with the Employer without loss of pay, benefits or seniority.
  - b) With the consent of the Employee, the Employer will provide the names of Employees required to undergo the security check to VANOC or their designate. Employees who are to work within a “Designated Facilities and Sites” must provide the necessary personal/background information requested by VANOC or its delegate to enable the chosen process for the security check. On the basis of a “pass” or a “fail” only, VANOC will advise the Employer of the names of the Employees who have passed the security check. No further information regarding the security checks will be provided to the Employer by VANOC or by the RCMP.
  - c) The Employer will make no inquiries of any party, including the Employee, and will take no action whatsoever in respect to Employees who do not pass or agree to the security check.
  - d) There shall be no charges or fees to the Employees with respect to the security checks.
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6. Working Conditions

- a) During the “Exclusive Use Period”, the Hours of Work for all Employees working at the “Designated Facilities and Sites” shall be in accordance with the applicable Collective Agreement subject to 4 (d) above.
- b) There will be no “blackout” period in respect of Employees taking vacations, banked time off or any other entitlement as a result of the “Games”.

7. Uniforms

- a) Employees working at the “Designated Facilities and Sites” during the “exclusive Use Period” or at other sponsored events may be required to wear issued uniforms.
- b) All costs of cleaning/maintaining the uniform will be borne by the Employer.

8. Direction of Employees

- a) Under no circumstance will any bargaining unit Employee be required to take direction from a non-Employer Employee, volunteer, or contractor.

9. Consultation

- a) During the build up to the “Games”, the Employer will meet with the Union to discuss issues related to this LOU, including keeping the Union informed of locations that may be used as “Designated Facilities and Sites”.

10. Dispute Resolution

- a) In the event of a dispute concerning any matter addressed in this LOU, or in the event of any dispute related to the “Games”, either party shall put the issue, in writing to, in the case of the Union having a dispute, the CAO of the District of Squamish, or in the case of the Employer having a dispute, the President of the Union.

- b) The parties will meet immediately upon receipt of the matter in dispute.
- c) In the event the matter is not resolved within twenty-four (24) hours of the meeting in (a) above, the dispute shall be referred to an Arbitrator/Mediator (as agreed by the parties) as single mediator/arbitrator with a view to having a hearing and verbal decision rendered within the next 24-hour period.
- d) If the parties are not able to agree on a mediator/arbitrator, the Labour Relations Board of BC shall be requested to appoint a Settlement Officer. The Settlement Officer shall enjoy all the rights and authority of an arbitrator appointed pursuant to the Collective Agreement.
- e) The mediator/arbitrator will be requested to meet as soon as possible to resolve the dispute. The parties agree to make themselves available on weekends and after normal working hours.
- f) The mediator/arbitrator will conduct a hearing and make inquiries into the details of the dispute, and will attempt to obtain a consensus to resolve the matter by way of Consent Order. Failing a consensus, the mediator/arbitrator will make a final and binding decision.
- g) The mediator/arbitrator will give a verbal decision upon conclusion of the hearing, with a written decision to follow within ten (10) days.
- h) The mediator/arbitrator will give weight and consideration to the intent of the parties to minimize any disruptions experienced by Employees in respect of scheduling, hours of work, working conditions and Collective Agreement provisions.
- i) The mediator/arbitrator will determine the conduct of the hearing. The parties intend a short, informal hearing without case law citations or extensive evidentiary matters.
- j) The parties will share equally the fees and expenses of the mediator/arbitrator.
- k) All decisions of the mediator/arbitrator arising from this LOU are without prejudice to both the Employer and the Union in any and all

future matters not related to this LOU and the “Games”. They will not be referred to in any proceeding or matter not arising from this LOU.

11. Term of Letter of Understanding

- a) This Letter of Understanding is attached to and forms part of the Collective Agreement effective January 1, 2008. It shall continue in full force and effect until the “Exclusive Use Period” has concluded, or until all disputes arising under this LOU are resolved, whichever is later.

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SIGNED ON BEHALF OF THE  
DISTRICT OF SQUAMISH

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SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC EMPLOYEES

**LETTER OF UNDERSTANDING #2**

Workers Employed at the Brennan Park Recreation Centre Concession (BPRCC):

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

The Parties agree in the event the Employer resumes direct operation of the BPRCC, notwithstanding the Collective Agreement, the following terms and conditions will apply to Employees at the BPRCC.

1. Employees will be considered as 'casual' Employees for the purposes of the Collective Agreement except as specifically varied below in #'s 2 through #5 inclusive;
2. Article 19.03 (a) (ii) – Daily Guarantee: Employees at the BPRCC will be guaranteed a minimum of two (2) hours;
3. Employees at the BPRCC will not accrue seniority;
4. Article 17.03 – Vacation Pay will apply to Employees at the BPRCC;
5. Articles 13.05 – Hours of Work; 13.09 (b) – Casual Employees – Hours; and 13.16 Change of Shifts, will not apply to Employees at the BPRCC.

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SIGNED ON BEHALF OF THE  
DISTRICT OF SQUAMISH

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CANADIAN UNION OF PUBLIC EMPLOYEES

**LETTER OF UNDERSTANDING #3**

Casual Employee Hours:

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

That in January of each year, the District will undertake a review of Casual Employee hours to determine those Employees who have worked, on average, 20 hours per week in the preceding calendar year in a specific job classification;

That the District will amend the classification from casual to regular part time for those Casual Employees who have worked, on average, 20 hours per week in the preceding calendar year in a specific job classification;

And that the calculation of hours per week will exclude those hours worked in a capacity as vacation or sick relief and those casual hours worked in temporary positions.

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SIGNED ON BEHALF OF THE  
DISTRICT OF SQUAMISH

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SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC EMPLOYEES

**LETTER OF UNDERSTANDING #4**

Selection of Supervisory Positions:

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

The following positions are identified as being supervisory in nature and, when a vacancy in any occurs, the role of seniority in the selection process is as described in Article 11.02 b) i):

- Recreation Facility Maintenance Supervisor
- Lifeguard I/G 3
- Recreation Program Supervisors
- Working Foremen

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SIGNED ON BEHALF OF THE  
DISTRICT OF SQUAMISH

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SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC EMPLOYEES

**LETTER OF UNDERSTANDING #5**

Seniority:

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

WHEREAS THE PARTIES AMENDED the method by which seniority is accrued and recorded; and,

WHEREAS THE PARTIES INTENDED in so doing, to maintain the same relative position of Employees on the seniority list, the parties hereby agree:

1. The new Seniority List, with the start dates of Employees, is attached as **Appendix 1**, which Appendix forms part of the Collective Agreement, Letter of Understanding 5, between the parties.
2. The Employees\* are those whose seniority would have been affected by the above referenced change. Their seniority will remain the same relative to other Employees and will not change only due to the above-referenced change to the Collective Agreement.

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SIGNED ON BEHALF OF THE  
DISTRICT OF SQUAMISH

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SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC EMPLOYEES



## **LETTER OF UNDERSTANDING #6**

Nine-day Fortnight:

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

The parties agree to a nine-day fortnight for the following departments/classifications:

Regular full time Employees working from/at:

- Municipal Hall, except Building Inspector (The exclusion of Building Inspector would not be applicable when there are two Building Inspectors)
- Recreation Services Clerical Staff
- Bylaw
- Operations (including clerical) except Working Foreman, Fleet & Building Maintenance Supervisor, Mechanic, Janitor, Water and Wastewater Employees, Winter Night Shift—Public Works
- Parks, except Working Foreman
- Animal Control
- Victim Services
- RCMP Team Leaders

### Shifts

The above-noted Employees will work a shift known as the “nine day fortnight”. Such Employees will work a schedule consisting of a:

- two (2) Week pattern of five (5) days on with two (2) consecutive days off in one Week and four (4) days on with three days (at least two consecutive days) off in the other Week; OR
- two (2) Week pattern of four (4) days on with three days (at least two (2) consecutive days) off in one Week and five (5) days on with two (2) consecutive days off in the other Week.

### Week

For the purpose of this Letter of Understanding the Week is defined as being from:

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

### Hours

#### Regular Full Time Employees

Schedule A: Employees will work an average of eight (8) hours and fifty-three (53) minutes, consecutively, each day scheduled within the window of hours of work described below:

#### Regular Hours of Work

- i) They shall work Monday to Friday between the hours of 8:00 am and 7:00 pm, including a one-half (1/2) hour unpaid meal break.
- ii) Starting on or after May 1 and ending prior to or on September 30 of each calendar year, they shall work Monday to Friday between the hours of 7:00 am and 6:00 pm, including a one-half (1/2) hour unpaid meal break.

#### Summer Seasonal Parks

Temporary full time seasonal parks Employees shall work shifts between the hours of 6:00 am and 9:00 pm, including a one-half (1/2) hour unpaid meal break.

#### Parks Employees

Two (2) Parks Labourers shall work shifts between the hours of 6:00 am and 9:00 pm, including a one-half (1/2) hour unpaid meal break.

#### Animal Control

Animal Control Employees shall work shifts between the hours of 6:00 am and 9:00 pm and shall have one-half hour unpaid meal break.

#### Street Sweeper

The starting time for the Street Sweeper Operator and up to two (2) Labourers may be as early as 4:00 am, Monday through Friday.

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Bylaw Enforcement

Bylaw enforcement shall work shifts 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.

Schedule B: Employees will work an average of 7 hours and 47 minutes each day within the window of hours of work described below:

Regular Hours of Work

Employees shall work Monday to Friday between the hours of 8:30 am and 7:00 pm, including a one (1) hour unpaid meal break.

Recreation, Parks & Tourism Department—Clerical Employees

The daily hours plus one (1) hour unpaid meal break, shall be scheduled within a period of consecutive hours between 7:00 am and 10:30 pm.

Victim Services

Normally, Victim Services Employees shall work between 7:00 am and 9:00 pm and shall have a one-half or one hour unpaid meal time.

Information Technology

Information Technology Employees shall work daily hours plus one (1) hour unpaid meal break scheduled within a period of consecutive hours between the hours of 8:30 am and 7:00 pm.

Operations Steno/Clerk IV and Secretary

The daily hours plus one (1) hour unpaid meal break shall be scheduled within a period of consecutive hours between the hours of 7:00 am and 4:30 pm Monday to Friday.

RCMP Team Leaders

The daily hours plus one (1) hour unpaid meal break shall be scheduled within a period of consecutive hours between the hours of 7:00 am and 5:00 pm Monday to Friday

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### Overtime

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

### Public Holidays

Public Holidays will be calculated and paid on the basis of seven (7) hours for thirty-five (35) hour Employees and eight (8) hours for forty (40) hour Employees.

### Shift Differential

Shift differential shall be paid for hours worked beyond 5:23 pm for Schedule 'A' Employees and beyond 5:17 pm for Schedule 'B' Employees.

### Vacation

Vacation entitlement shall be converted from days to hours. For example, an Employee entitled to three (3) weeks vacation will be entitled to 120 hours vacation time for Schedule 'A' Employees and 105 hours vacation time for Schedule 'B' Employees.

Vacation will be taken on the basis of hours entitled. Each day shall be calculated as seven (7) hours and forty-seven (47) minutes or eight (8) hours and fifty-three (53) minutes as applicable.

### Sick Leave

Regular Employees shall be entitled to a sick leave accumulation of ninety-six (96) hours per year for Schedule 'A' Employees (based on 8 hours for each month of service credited as an advance) and of eighty-four (84) hours per year for Schedule 'B' Employees (based on seven (7) hours for each month of service credited as an advance). Such sick leave shall accumulate to a maximum of one thousand two hundred (1200) hours for Schedule 'A' Employees and to a maximum of one thousand fifty (1050) hours for Schedule 'B' Employees.

Sick leave will be taken on the basis of actual hours entitled, calculated as seven (7) hours and forty-seven (47) minutes or eight hours and fifty-three (53) minutes as applicable.

### Temporary Posted Position

Temporary positions are eligible for a nine-day fortnight at the discretion of the Employer.

### Evaluation

The following criteria will be used for assessing the nine-day fortnight:

- 1) No adverse Effect on customer service
- 2) No adverse effect on operations
- 3) Consistent level of customer service throughout the term of the Letter of Understanding
- 4) No additional costs to the Employer

The parties will monitor the 9-day fortnight to assess the performance of the hours using the above criteria.

Amendments to the Letter Of Understanding can be made with the mutual agreement of the parties.

At the completion of the term of the Collective Agreement, with the mutual agreement of the parties, the provisions of this Letter of Understanding will be:

- a) incorporated into the Collective Agreement; or
- b) amended and/or renewed for a period of time; or

In the absence of mutual agreement the provisions of this Letter of Understanding will be ended.

2008-2011  
CUPE 2269/District of Squamish  
COLLECTIVE AGREEMENT

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SIGNED ON BEHALF OF THE  
DISTRICT OF SQUAMISH

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SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC EMPLOYEES

## **CASUAL EMPLOYEE SECTION**

### **Article 2 - DEFINITIONS**

#### 2.01 Employee Definitions

- d) Casual Employee: is a person employed on a day-to-day basis (sporadic or consecutive); to perform specific short-term or occasional functions (not to exceed 14 calendar days), or to fill in for another Employee to a maximum of forty-two (42) days unless the Employee being replaced is on vacation. A casual Employee can be scheduled ahead of time, but at any time may only be scheduled for up to 10 consecutive working days unless the Employee being replaced is on vacation

### **Article 10 - SENIORITY**

#### 10.02 Seniority Defined

- c) A Casual Employee who successfully completes the probation period for a regular position shall have regular seniority on the basis of the date on which regular Employee status was achieved.

#### 10.05 Temporary and Casual Seniority

- a) Seniority

Any Temporary or Casual Employee hired on or before September 15, 2005 who has worked more than 65 shifts in one calendar year (January-December) will be considered to have acquired casual seniority. This casual seniority will be established on the basis of the date upon which the casual Employee was last hired, and use such seniority for the purposes of being considered for the vacancy or for the purpose of assignment of shifts in accordance with 13.09 a).

Any Casual or Temporary Employees hired after September 15, 2005 who has worked more than 65 shifts in one calendar year (January-December) in a single department will be considered to have acquired casual seniority in that Department. This casual seniority will be established on the basis of the date upon which the casual Employee was last hired in that

department, and use such seniority for purposes of being considered for the vacancy or for the purpose of assignment of shifts in accordance with 13.09 a).

- b) Except for a Casual Guard employed at the RCMP detachment, a Casual Employee who is not called to work for three (3) months or is unavailable for work for a period of three (3) months or more, shall be considered separated and lose all seniority.

### **Article 11 - PROMOTIONS AND STAFF CHANGES**

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

See Article 11.02 (b) (ii) in main body of the Collective Agreement

#### 11.09 Job Sharing

See Article 11.09 in main body of the Collective Agreement

### **Article 13 – HOURS OF WORK**

#### 13.02 Hours of Work – Schedule “A”

See Article 13.02 (g) (iii) in main body of the Collective Agreement



13.03 Hours of Work – Schedule “B”

See Article 13.03 (b) in main body of the Collective Agreement

13.05 Hours of Work – Combination of Schedule “A” and “B”:

See Article 13.05 in main body of the Collective Agreement

13.06 Applicability of Hours of Work Sections

See Article 13.06 in main body of the Collective Agreement

13.08 Extra Casual Hours for Regular Part Time Employees

See Article 13.08 in main body of the Collective Agreement

13.09 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 rotation 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.
- d) A Casual Employee offered shift(s) is required to inform the Employer that he will be entitled to be paid at overtime rates.

- e) All Casual Employees must give the Employer their schedule of availability 10 days in advance of the following month. If that Employee does not, they will be deemed to be unavailable for the month. A Casual Employee employed at the RCMP detachment who cannot be contacted to be offered a shift by the Employer in accordance with their availability will be deemed to have refused that shift as referenced in (f) below.
- f) A casual guard employed at the RCMP detachment who has submitted a schedule of availability and who subsequently refuses three (3) shifts in a six (6) consecutive month period shall be removed from the casual list. The six (6) month period will move from the last date of refusal.
- g) Illness and/or emergent situations shall be reasons for refusal without penalty.
- h) A casual guard employed at the RCMP detachment may amend their availability to reflect reduced availability and must provide forty-eight (48) hours notice to their immediate supervisor. A casual guard employed at the RCMP detachment may amend their availability to reflect increased availability and may do so at any time with notice to their immediate supervisor.
- i) A Casual Employee shall lose seniority and no longer be an Employee if the Employee is absent from work in excess of two scheduled shifts without sufficient cause or without 48 hours notice unless such notice was not reasonably possible. Casual Employees shall not lose seniority and cease to be an Employee if they are absent due to illness.

- j) At the discretion of the Employer, Casual Employees will be required to attend training sessions. The Employer will pay the Employee at his regular rate of pay. The Employer will provide the Employee with a reasonable amount of notice of such training session(s).

#### 13.10 Rest Between Shifts

See Article 13.10 in main body of the Collective Agreement

#### 13.11 Rest Periods

See Article 13.11 in main body of the Collective Agreement

#### 13.12 Shift Premium

See Article 13.12 in main body of the Collective Agreement

#### 13.14 Split Shifts

See Article 13.14 in main body of the Collective Agreement

#### 13.16 Change of Shifts and Shift Start Times

See Article 13.16 in main body of the Collective Agreement

#### 13.17 Standby

See Article 13.17 in main body of the Collective Agreement

### **Article 14 – OVERTIME**

See Article 14 in main body of the Collective Agreement

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**Article 15 – CLOTHING AND DIRTY PAY**

See Article 15 in main body of the Collective Agreement

**Article 16 – PUBLIC HOLIDAYS**

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.

16.05 Public Holiday Pay

See Article 16.05 (a) in main body of the Collective Agreement

**Article 17 – ANNUAL VACATIONS**

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.

17.10 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.

**Article 19 – PAYMENT OF WAGES AND ALLOWANCE**

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19.03 Daily Guarantee

See Article 19.03 a) (iii) in main body of the Collective Agreement

19.08 Increments

See Article 19.08 in main body of the Collective Agreement

**Article 26 – WHISTLE BLOWER**

See Article 26 in main body of the Collective Agreement

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 COLLECTIVE AGREEMENT

**WAGE SCHEDULE "A" 2008 - 2011**

<b>WAGE SCHEDULE "A" 2008-2011</b>		<b>EFFECTIVE DATE</b>							
<b>Current Classification</b>	<b>Previous</b>	<b>Jan 1, 2008</b>		<b>Feb 1, 2009</b>		<b>Jan 1, 2010</b>		<b>Jan 1, 2011</b>	
			<b>Step 2</b>		<b>Step 2</b>		<b>Step 2</b>		<b>Step 2</b>
Program Worker/Aquatics Leader	Program Worker / Summer Employee	12.21		12.64		13.14		13.67	
Concession Worker	Concession Worker	12.21		12.64		13.14		13.67	
Skate Patrol	Skate Patrol	12.21		12.64		13.14		13.67	
Recreation Leader	Adventure Based Recreation Leader	15.08		15.61		16.23		16.88	
Concession Supervisor	Concession Supervisor	16.88		17.47		18.17		18.90	
Prisoner Guard	Guard-RCMP	17.24		17.84		18.55		19.29	
Janitor	Janitor	18.42		19.06		19.82		20.61	
Instructor / Guard 1	Instructor/Guard 1	18.74		19.39		20.17		20.97	
Animal Control Assistant	Animal Control Assistant	18.80		19.46		20.24		21.05	
Instructor / Guard 1/2	Instructor/Guard 1/2	19.54		20.22		21.03		21.87	
Recreation Program Instructor	Recreation Program Instructor; Preschool Instructor	20.28		20.99		21.83		22.70	

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WAGE SCHEDULE "A" 2008-2011		EFFECTIVE DATE							
		Jan 1, 2008		Feb 1, 2009		Jan 1, 2010		Jan 1, 2011	
Current Classification	Previous		Step 2		Step 2		Step 2		Step 2
Animal Control Shelter Coordinator		20.96		21.69		22.56		23.47	
Instructor / Guard 2	Instructor/Guard 2	21.08		21.82		22.69		23.60	
Recreation Program Coordinator	Recreation Program Coordinator	22.16		22.94		23.85		24.81	
Instructor / Guard 3	Instructor/Guard 3	22.16		22.94		23.85		24.81	
Labourer	Labourer	22.40		23.18		24.11		25.08	
Recreation Facility Attendant 1	Recreation Service Worker 1B	22.69		23.48		24.42		25.40	
Bylaw Enforcement Officer	Bylaw Enforcement Officer	22.73	23.26	23.53	24.07	24.47	25.04	25.45	26.04
Recreation Facility Attendant 2	Recreation Service Worker 1C	23.00		23.80		24.75		25.74	
Pipe Layer	Pipe Layer	23.14		23.95		24.91		25.91	
Animal Control Officer	Animal Control Officer	23.29		24.11		25.07		26.08	
Mechanics Helper	Mechanics Helper	23.31		24.12		25.09		26.09	
Small Tractor and Sweeper Opr; Small Equipment Operator	Small Tractor & Sweeper Op; Small Equipment Operator	23.34		24.16		25.12		26.13	

2008-2011  
 CUPE 2269/District of Squamish  
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WAGE SCHEDULE "A" 2008-2011		EFFECTIVE DATE							
		Jan 1, 2008		Feb 1, 2009		Jan 1, 2010		Jan 1, 2011	
Current Classification	Previous		Step 2		Step 2		Step 2		Step 2
Truck Driver	Truck Driver	23.79		24.62		25.60		26.63	
Street Sweeper 1	Street Sweeper 1	23.98		24.82		25.81		26.85	
Front End Loader Operator 1; Backhoe Operator	Front End Loader Operator 1; Backhoe Operator	24.02		24.86		25.85		26.88	
Front End Loader Operator 2	Front End Loader Operator 2	24.47		25.33		26.34		27.40	
Utility Operator I		24.78		25.65		26.68		27.74	
Recreation Facility Attendant 3	New Classification	24.92		25.79		26.82		27.90	
Gardener 1	Gardener 1	25.03		25.91		26.95		28.03	
Grader Operator	Grader Operator	25.31		26.20		27.24		28.33	
Assistant Recreation Facility Maintenance Supervisor		25.65		26.55		27.61		28.72	
Operator Wastewater Treatment Facility	Operator Wastewater Treatment Facility	25.92		26.83		27.90		29.02	
Utility Operator 2	Utility Operator 2 Water & Sewer	25.92		26.83		27.90		29.02	



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WAGE SCHEDULE "A" 2008-2011		EFFECTIVE DATE							
		Jan 1, 2008		Feb 1, 2009		Jan 1, 2010		Jan 1, 2011	
Current Classification	Previous		Step 2		Step 2		Step 2		Step 2
		Assistant Chief Operator - Wastewater Treatment Facility	Assistant Chief Operator - Wastewater Treatment Facility	26.65		27.59		28.69	
Recreation Facility Maintenance Supervisor	Recreation Facility Maintenance Supervisor	27.96		28.94		30.10		31.30	
Recreation Program Supervisor	Recreation Program Supervisor	27.96		28.94		30.10		31.30	
Working Foreman	Working Foreman	27.96		28.94		30.10		31.30	
Trails Coordinator		27.96		28.94		30.10		31.30	
Bylaw and Animal Control Supervisor		28.43		29.42		30.60		31.82	
Maintenance Mechanic	Maintenance Mechanic	28.77		29.77		30.97		32.20	
Chief Operator - Water or Wastewater Treatment Facility	Chief Operator - Wastewater Treatment Facility	28.95		29.97		31.17		32.41	
Fleet Supervisor		28.95		29.97		31.17		32.41	

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<b>WAGE SCHEDULE "A" 2008-2011</b>		<b>EFFECTIVE DATE</b>							
<b>Current Classification</b>	<b>Previous</b>	<b>Jan 1, 2008</b>		<b>Feb 1, 2009</b>		<b>Jan 1, 2010</b>		<b>Jan 1, 2011</b>	
			<b>Step 2</b>		<b>Step 2</b>		<b>Step 2</b>		<b>Step 2</b>
Fleet and Building Maintenance Supervisor	New Classification	29.79		30.83		32.06		33.35	

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**WAGE SCHEDULE "B" 2008-2011**

<b>Wage Schedule "B" 2008-2011</b>		<b>EFFECTIVE DATE</b>							
<b>Current Classification</b>	<b>Previous</b>	<b>January 1, 2008</b>		<b>February 1, 2009</b>		<b>January 1, 2010</b>		<b>January 1, 2011</b>	
		<b>Step 1</b>	<b>Step 2</b>	<b>Step1</b>	<b>Step 2</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 1</b>	<b>Step 2</b>
Receptionist	Receptionist	16.25	16.96	16.82	17.55	17.49	18.26	18.19	18.99
Victim Services Assistant Coordinator	Victim Services Assistant Coordinator	-	19.34	-	20.02	-	20.82	0.00	21.65
Recreation Facility Clerk	Recreation Facility Clerk	-	20.28	-	20.99	-	21.83	0.00	22.70
Records Clerk 1	General Office Clerk	19.47	20.47	20.15	21.19	20.96	22.03	21.79	22.92
Operations Support/Prisoner Guard		19.79	20.66	20.48	21.39	21.30	22.24	22.15	23.13
Recreation Facility Booking Clerk	Recreation Facility Booking Clerk	-	20.85	-	21.58	-	22.45	0.00	23.35
RCMP Telecommunications Trainee	New Classification	-	21.62	-	22.37	-	23.27	0.00	24.20
Cashier/Clerk 2; Clerk Typist 2	Cashier/Clerk 2; Clerk Typist 2	21.42	22.40	22.17	23.18	23.05	24.11	23.97	25.08
Victim Services Coordinator	Victim Services Coordinator	-	22.48	-	23.27	-	24.20	0.00	25.17
Recreation Secretary	Recreation Secretary	21.74	22.76	22.50	23.55	23.40	24.49	24.33	25.47
Secretary	Secretary	21.74	22.76	22.50	23.55	23.40	24.49	24.33	25.47
Public Information Clerk	Public Info Clerk	21.74	22.76	22.50	23.55	23.40	24.49	24.33	25.47

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Wage Schedule "B" 2008-2011		EFFECTIVE DATE							
		January 1, 2008		February 1, 2009		January 1, 2010		January 1, 2011	
Current Classification	Previous	Step 1	Step 2	Step1	Step 2	Step 1	Step 2	Step 1	Step 2
Recreation Customer Service Supervisor	Recreation Cashier Clerk	-	22.76	-	23.55	-	24.49	0.00	25.47
Clerk 3	Clerk 3	22.40	23.36	23.18	24.18	24.11	25.15	25.08	26.15
Records Clerk 2	General Office Clerk	22.54	23.53	23.32	24.36	24.26	25.33	25.23	26.35
Community Policing Coordinator		-	23.53	-	24.36	-	25.33	-	26.35
Front Counter Clerk-RCMP		22.54	23.53	23.32	24.36	24.26	25.33	25.23	26.35
PIRS Operator/Front Counter Receptionist; General Office Clerk; Telecommunications Operator	PIRS Operator/Front Counter Receptionist; General Office Clerk; Telecommunications Operator	22.54	23.53	23.33	24.36	24.26	25.33	25.23	26.35
Steno-Clerk 4; Accounts Payable Clerk 4; Tax Clerk 4; Accounts Receivable Clerk 4	Steno-Clerk 4; Accounts Payable Clerk 4; New Classification	23.08	24.05	23.88	24.89	24.84	25.89	25.83	26.92
Exhibit Custodian - RCMP		23.53	24.85	24.36	25.72	25.33	26.75	26.35	27.81
Environmental Technician		-	25.05	-	25.93	-	26.97	-	28.04
Payroll Clerk 4	Payroll Clerk 4	24.08	25.08	24.92	25.96	25.92	27.00	26.96	28.08
Team Leader - Client Services RCMP		24.57	25.64	25.43	26.54	26.45	27.60	27.51	28.71

2008-2011  
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<b>Wage Schedule "B" 2008-2011</b>		<b>EFFECTIVE DATE</b>							
<b>Current Classification</b>	<b>Previous</b>	<b>January 1, 2008</b>		<b>February 1, 2009</b>		<b>January 1, 2010</b>		<b>January 1, 2011</b>	
		<b>Step 1</b>	<b>Step 2</b>	<b>Step1</b>	<b>Step 2</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 1</b>	<b>Step 2</b>
Team Leader - Records RCMP		24.57	25.64	25.43	26.54	26.45	27.60	27.51	28.71
Building Technician		25.05	25.82	25.93	26.72	26.97	27.79	28.04	28.90
Assistant Engineering Technician	Assistant Engineering Technician	-	26.58	-	27.51	-	28.61	0.00	29.76
Information Technology Support Specialist		25.52	26.59	26.41	27.52	27.47	28.62	28.57	29.76
Accounting Clerk 5	Accounting Clerk 5	27.06	27.91	28.01	28.89	29.13	30.04	30.29	31.24
Team Leader - Operations Support RCMP		26.77	27.96	27.71	28.93	28.81	30.09	29.97	31.29
Team Leader - Telecom RCMP		26.77	27.96	27.71	28.93	28.81	30.09	29.97	31.29
Systems Analyst		27.09	28.22	28.04	29.21	29.16	30.38	30.33	31.59
Engineering Technician	Engineering Technician	-	28.23	-	29.22	-	30.39	0.00	31.60
Building Inspector	Building Inspector	-	31.88	-	33.00	-	34.32	0.00	35.69
Chief Building Inspector		-	34.11	-	35.30	-	36.71	-	38.18

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**APPENDIX 1 – SENIORITY LIST**

	<b>EMP #</b>	<b>NAME</b>	<b>HIRE DATE</b>	<b>STATUS</b>	<b>SENIORITY HOURS</b>	
1	11	Mihalick, Roy	Dec 14/73	F/T	*48261.40	* AS PER LOU #5
2	42	Wynne, Carol	May 31/77	F/T	*39232.44	
3	208	Chadwick, Wayne	Mar 3/80	F/T	*35378.00	
4	211	Columbus, Ralph	Mar 17/80	F/T	*35137.00	
5	237	Worth, Marie	July 18/80	F/T	*27754.25	
6	529	Beaudoin, Wendy	May 11/85	F/T	*23031.00	
7	575	Benoit, Gilles	Mar 25/87	F/T	*19997.68	
8	557	Halldorson, Jon	June 9/86	F/T	*19499.25	
9	507	Gatzke, Shelley	Sept 16/84	F/T	*19198.63	
10	566	Tremblay, Peter	Oct 16/87	F/T	*18725.43	
11	530	Dean, Suzanne	May 10/85	F/T	*18113.97	
12	601	Bell, Dennis	June 13/88	F/T	*18072.00	

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	<b>EMP #</b>	<b>NAME</b>	<b>HIRE DATE</b>	<b>STATUS</b>	<b>SENIORITY HOURS</b>
13	621	Gustason, Dava	Oct 23/88	F/T	*14514.22
14	668	Polowich, Ed	Nov 19/90	F/T	*12996.00
15	671	Woodard, Barb	Oct 1/90	F/T	*12875.81
16	683	Mahnger, Bob	Nov 21/90	F/T	*12363.00
17	553	Turner, Jane	May 3/86	F/T	*11161.05
18	676	Mccreedy, Carolyn	Oct 12/90	F/T	*10798.31
19	691	Moore, Barb	May 4/91	F/T	*9811.50
20	750	Lane, Barbara	Aug 31/92	F/T	*9207.48
21	706	Kraft, Gary	May 4/93	F/T	*8253.00
22	743	Kusch, Dianne	July 20/92	F/T	*7824.59
23	798	Dockter, Ed	June 16/93	F/T	*7638.25
24	733	Harrison, Evelyn	Feb 16/92	F/T	*6755.00
25	694	Taylor, Claudia	May 30/91	F/T	*6548.00

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	<b>EMP #</b>	<b>NAME</b>	<b>HIRE DATE</b>	<b>STATUS</b>	<b>SENIORITY HOURS</b>
26	747	Baxter, Shirley	Aug 31/92	P/T	*6497.46
27	739	Lear, Jeanette	June 12/92	F/T	*6269.24
28	731	Smith, Kathy	Feb 20/92	F/T	*5935.89
29	812	Schultheiss, Alana	Nov 8/93	F/T	*5247.98
30	708	Steer, Sandy	July 15/91	F/T	*5091.23
31	99	Bianco, Rosella	Sept 8/93	P/T	*2891.41
32	865	Allan, Jacqueline	April 18/95	F/T	*2325.81
33	853	Hill, Staci	Dec 28/94	F/T	*2222.68
34	794	Adams, Diane	April 8/93	P/T	*1216.35
35	908	Vickerson, Ron	June 21/96	F/T	*1155.00
36	904	Day, Kristine	May 28/96	F/T	*943.00

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<b>EMP #</b>	<b>NAME</b>	<b>HIRE DATE</b>	<b>STATUS</b>	<b>SENIORITY HOURS</b>
<b>Hired after Feb 8/97</b>				
37	0970	Erickson, Sherri	July 11/98	F/T
38	0981	Mckenzie, Harma	Feb 16/99	F/T
39	1049	Watson, Glen	May 12/99	F/T
40	1081	Barry, Linda	Dec 07/99	F/T

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	<b>EMP#</b>	<b>NAME</b>	<b>HIRE DATE</b>	<b>STATUS</b>
		<b>Hired after Jan 1/00</b>		
41	0956	Chadwick, Juliana	Mar 29/01	F/T
42	1137	Harrison, Jodie	April 25/01	F/T
43	1031	Hurford, Renee	May 11/01	F/T
44	1021	Lamont, Scott	Sept 20/01	F/T
45	0925	Moyle, Travis	Oct 1/01	F/T
46	0922	Pawluk, Charlene	Nov 1/01	F/T
47	0504	Falt, George	Feb 8/02	P/T
48	0898	Acorn, Linda	Oct 25/02	P/T
49	1260	Rattray, Arlene	May 12/03	F/T
50	1095	Oreamuno, Adriana	May 20/03	P/T
51	1283	O'Neill, Glen	Apr 1/04	F/T
52	1153	Boulier, Joy	Apr 13/04	P/T

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	<b>EMP#</b>	<b>NAME</b>	<b>HIRE DATE</b>	<b>STATUS</b>
		<b>Hired after Jan 1/00</b>		
53	1281	Jensen, Scott	Aug 10/04	F/T
54	1032	Mcchesney, Johnna	Sept 8/04	P/T
55	1082	Watkins, Cindy	Sept 8/04	P/T
56	1277	Weiss, Patrick	Sept 21/04	F/T
57	1251	Hennigar, Kathryn	Oct 27/04	F/T
58	1237	Hunter, Andrea	Oct 29/04	F/T
59	0985	Meredith, Bob	Nov 8/04	F/T
60	1184	Lokken, Pamela	Nov 8/04	F/T
61	1188	Dawson, Andy	Nov 8/04	F/T
62	1195	Mclellan, Colleen	Nov 8/04	F/T
63	1199	Clarke, Anita	Nov 8/04	F/T
64	1216	Sondergaard, Brad	Nov 8/04	F/T

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	<b>EMP#</b>	<b>NAME</b>	<b>HIRE DATE</b>	<b>STATUS</b>
		<b>Hired after Jan 1/00</b>		
65	1259	Finck, Debbie	Nov 8/04	F/T
66	1365	Mckenzie, William	Feb 28/05	F/T
67	0921	Fanzone, Tina	Apr 22/05	P/T
68	1369	Mcintosh, Kellie	Apr 25/05	F/T
69	1358	Giri, Pria	June 10/05	P/T
70	1230	Murray, Terry	June 13/05	P/T
71	1256	Shard, Wendy	June 22/05	P/T
72	1361	Gilroy, Sharon	June 27/05	F/T
73	1320	Richardson, Candice	July 4/05	F/T
74	1298	Fincham, Greg	Aug 12/05	P/T
75	1392	Muller, Kim	Sept 12/05	F/T
76	1407	Sims, Gary	Dec 13/05	F/T

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EMP#	NAME	HIRE DATE	STATUS
<b>Hired after Jan 1/00</b>			
77	1190 Gardner, Calem	Dec 27/05	F/T
78	1398 Ghuman, Kulwant	Jan 12/06	F/T
79	0823 Bousfield, Mel	May 1/06	P/T
80	1282 Arnold, Dan	May 1/06	F/T
81	1436 Addis, Shane	Aug 28/06	F/T
82	1438 Pope, Todd	Sept 5/06	F/T
83	1445 Kordel, Conrad	Oct 2/06	F/T
84	1401 Acorn, David	Oct 5/06	F/T
85	1370 Martinello, Jodie	Dec 4/06	P/T
86	1431 Lancaster, Corey	Jan 22/07	F/T
87	1456 Caulton, Mark	Jan 22/07	F/T
88	1459 Sarwal, Jake	Feb 6/07	F/T

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	<b>EMP#</b>	<b>NAME</b>	<b>HIRE DATE</b>	<b>STATUS</b>
		<b>Hired after Jan 1/00</b>		
89	1389	Jansen, Michelle	Feb 11/07	P/T
90	1424	Halliday, Craig	Mar 5/07	F/T
91	1474	Cassidy, Reed	Mar 12/07	F/T
92	1477	Skalsvic, Sam	Mar 19/07	F/T
93	1485	Giardetti, Joanne	June 19/07	P/T
94	1411	Ashekian, Caroline	July 25/07	F/T
95	1299	Pontini, Michelle	Oct 2/07	P/T
96	1499	Koenig, Sandra	Oct 15/07	F/T
97	1467	Sergent, Daniel	Nov 14/07	F/T
98	1484	Cascanette, Taylor	Nov 14/07	P/T
99	1464	Seille, Tracy	Dec 22/07	P/T
100	1451	Spani, Chuck	Jan 7/08	F/T

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<b>EMP#</b>	<b>NAME</b>	<b>HIRE DATE</b>	<b>STATUS</b>
<b>Hired after Jan 1/00</b>			
101	1442 Johnston, Carmen	Mar 14/08	P/T
102	1356 Wilson, Grant	Apr 26/08	P/T
103	1525 Hall, Kristen	Apr 28/08	F/T
104	1412 L'hirondelle, Jayme	May 17/08	P/T
105	1480 Bir, Adam	May 26/08	P/T
106	1532 Thompson, Susan	June 16/08	F/T
107	1539 Wessels, Sherri	Aug 11/08	P/T
108	1548 Campbell, Morgan	Aug 11/08	F/T
109	1530 Boender, Michelle	Aug 18/08	F/T
110	1494 Collier, Shannon	Sept 22/08	F/T
111	1444 Laurie, Gayle	Sept 22/08	P/T
112	1501 Tapp, Karen	Nov 5/08	F/T

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<b>EMP#</b>	<b>NAME</b>	<b>HIRE DATE</b>	<b>STATUS</b>
<b>Hired after Jan 1/00</b>			
113	1490 Murgatroyd, Gavin	Nov 12/08	F/T
114	1560 Stocke, Silke	Nov 24/08	F/T
115	1542 Gill, Navdeep	Dec 1/08	F/T



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**CASUAL SENORITY LIST - EMPLOYEES ACHIEVED 65 SHIFTS**

							2005		
EMP #	Name	DATE OF HIRE	DEPT CODE	2002 shifts	2003 shifts	2004 shifts	SHIFT S	2006 shifts	2007 shifts
1	0862 Biln, Nina	Sept 15/02	65		65				
2	1279 Dickinson, David	Aug 18/03	58		15	65			
3	1297 Bainbridge, John	Nov 3/03	66		0	12	29	64	65
4	1359 Clarkson, David	Dec 10/04	58			2	65		
5	1380 Kent, Megan	July 4/05	58					65	
6	1388 Whittaker, Marla	July 26/05	57				65		

**CASUAL SENORITY LIST - EMPLOYEES ACHIEVED DEPARTMENTAL AS PER NEW COLLECTIVE AGREEMENT**

EMP #	Name	DATE OF HIRE	DEPT CODE	2005	2006	2007	2008	2009	last worked
1	1221 Miller, Cody	Sept 1/06	58			65			
2	1314 Holterman, Julie	Sept 23/06	58		46	65			

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3	1374	Buffie, Shaelene	Jan 17/07	57	65	
4	1476	Turner, Jordan	Feb 14/07	58	65	
5	1470	Battaglia, Dana Marie	Feb 28/07	55	44	<b>65</b>
6	1381	Toews, Niki	Apr 20/07	58	65	
7	1491	Smith, Loletta	July 31/07	28	18	<b>65</b>
8	1497	Spindler, Julie	Sept 30/07	58	25	<b>65</b>
9	1506	Harvey, Nina	Sept 30/07	58	21	<b>65</b>
10	1515	Levasseur, Andrea	Jan 22/08	66		<b>65</b>
11	1521	Abell, Alison	Mar 13/08	55		<b>65</b>
12	318	Boothroyd, Jerrold	May 1/08	66		<b>65</b>

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**CASUAL SENORITY NOT ACHIEVED – HIRED AFTER RATIFICATION OF NEW COLLECTIVE AGREEMENT**

	<b>EMP #</b>	<b>Name</b>	<b>DATE OF HIRE</b>	<b>DEPT CODE</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>last worked</b>
1	1376	Guy, Taylor	Feb 20/07	58			53	46		Dec 28/08
2	1475	Ting, Jia-Ying	Mar 11/07	58			37	57	2	
3	1496	Platz, Jordan	Sept 29/07	58			0	57	16	
4	1504	Neudorf, Elizabeth	Oct 7/07	58			18	53		Dec 21/08
5	1510	Hansen, Krystal	Dec 2/07	57			6	39	5	
6	1514	Pelletier, Erica	Jan 12/08	86				20	3	
7	1194	Vanderhook, Jim	Jan 12/08	86				17	3	
8	1060	Newman, Sheri-Lea	Jan 13/08	86				33	28	
9	1516	Goodgrove, Jordyn	Jan 20/08	58				62	11	
10	1523	Wong, Jane	Feb 19/08	55				52	6	
11	1315	Henderson, Kendra	May 18/08	58				55	31	
12	1509	Barron, Jody	May 24/08	47				27	42	

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**CASUAL SENORITY NOT ACHIEVED – HIRED AFTER RATIFICATION OF NEW COLLECTIVE AGREEMENT**

	<b>EMP #</b>	<b>Name</b>	<b>DATE OF HIRE</b>	<b>DEPT CODE</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>last worked</b>
13	984	Boulier, Mark	May 27/08	47				26	55	
14	1529	Ritchie, Regan	June 9/08	56				63		
15	1533	Rattray, Katelyn	June 23/08	35				29		Dec 24/08
16	1536	Robertson, Mandy	June 23/08	55				46	3	
17	1336	Bishop, Allan	July 19/08	58				21	20	
18	1511	Arnold, Elizabeth	July 27/08	57				34	15	
19	1549	Saurette, Evelyn	Aug 25/08	25				57	35	
20	1550	Nelson, Megan	Sept 10/08	57				30	4	
21	1495	Melville, Jacob	Sept 21/08	57				19	8	
22	1551	Simpson, Cheryl	Sept 28/08	57				2	14	
23	1552	Coleman, Dale	Oct 3/08	55				37	21	
24	1555	Parry, Chelsi	Oct 5/08	58				20	24	

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**CASUAL SENORITY NOT ACHIEVED – HIRED AFTER RATIFICATION OF NEW COLLECTIVE AGREEMENT**

	<b>EMP #</b>	<b>Name</b>	<b>DATE OF HIRE</b>	<b>DEPT CODE</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>last worked Dec 20/08</b>
25	1556	Blann, Corrine	Oct 5/08	58				33	0	
26	1520	Koop, Corey	Oct 13/08	57				9	19	
27	1554	Labelle, Denise	Oct 20/08	47				27	11	
28	1453	Houghton, Eric	Nov 14/08	47				31	45	
29	1560	Loxton, Jeremy	Nov 30/08	47				23	53	
30	1247	Granger, Larry	Nov 30/08	47				1	4	
31	1042	Kerr, Andrew	Nov 30/08	47				7	7	
32	1561	Bir, Jack	Dec 1/08	55				11	4	
33	1565	Kirchner, Duke	Dec 22/08	55				5	15	
34	1566	Mori, Kaoko	Jan 4/09	58					28	
35	1567	Marinas, Michael	Jan 5/09	58					29	
36	1339	Lavoie, Laura	Jan 11/09	58					3	

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**CASUAL SENORITY NOT ACHIEVED – HIRED AFTER RATIFICATION OF NEW COLLECTIVE AGREEMENT**

<b>EMP #</b>	<b>Name</b>	<b>DATE OF HIRE</b>	<b>DEPT CODE</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>last worked</b>
37	1569 Murgatroyd, Jane	Feb 14/09	57					2	
38	1512 Killeen ,Coventry	Feb 28/09	57					1	

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