



## COLLECTIVE AGREEMENT

between the

CORPORATION OF THE DISTRICT OF WEST VANCOUVER

and the

WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION

January 01, 2013 to December 31, 2016

Errors and omissions will be addressed by the parties.

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THIS AGREEMENT made the First day of January, Two Thousand and Thirteen (2013)

BETWEEN:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER  
(hereinafter called the "Municipality")

of the First Part

AND:

THE WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION  
(hereinafter called the "Association")

of the Second Part

### **ARTICLE 1 – GENERAL**

**1.01** WHEREAS the Municipality approves and recognizes the Association as the sole bargaining agency on behalf of all its Employees, excepting those Employees excluded under the *Labour Relations Code of British Columbia*, and excepting those certified under other bargaining units certified under said Code.

AND WHEREAS it is thought desirable that methods of bargaining and all matters pertaining to the working conditions of the Employee be drawn up in an Agreement, the following shall so apply:

**1.02** Rights of Management

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this contract, always provided that in the exercise of the aforementioned management rights there shall be no discrimination.

### **ARTICLE 2 – TERM OF AGREEMENT**

**2.01** This Agreement shall be effective for a four (4) year period from January 01, 2013 to and including December 31, 2016 and shall remain in full force and effect from year to year thereafter unless written notice of intent to terminate or amend the Agreement is given by either party in accordance with the time limits outlined in the *Labour Relations Code of British Columbia*.

**2.02** It is agreed that Section 50(2) and (3) of the *Labour Relations Code of British Columbia* shall be specifically excluded from and shall not apply to this Collective Agreement.

- 2.03** If no agreement is reached at the expiration of this Agreement and negotiations are continued, this Agreement shall remain in force up to the time an Agreement is reached or until negotiations are discontinued by either party.

### **ARTICLE 3 – ASSOCIATION SECURITY**

- 3.01** It is agreed that Employees who are at present members of the Association shall remain so as a condition of employment. It is further agreed that Employees who are hereafter employed by the Municipality shall become members of the Association at the beginning of the bi-weekly pay period immediately following the Employee's first working day of employment and shall remain members of the Association as a condition of employment provided that no Employee shall be deprived of employment by reason of loss of Association membership for any reason other than failure to pay regular dues.

- 3.02** Provided that each Employee has signed an "Application For Association Membership" form and has signed a "Fees and Dues Authorization" form and provided that such "Fees and Dues Authorization" form is not revoked, in writing by the Employee, the Municipality will, commencing from the Employee's first working day of employment, deduct from the pay of each Employee covered by this Collective Agreement, all fees and regular dues as authorized by the Employee and as determined by the Association in accordance with its Constitution, and will transmit the total amount so deducted to the Association.

**3.03 Copies of the Collective Agreement**

- (a) The Municipality agrees to print for the Association the number of copies of the Collective Agreement which it requires for its purposes. The cost of such printing will be borne by the Association.
- (b) The Municipality will, at no cost to the Association, provide a copy of the Collective Agreement to Employees who are hired into the bargaining unit after the date of printing of the Collective Agreement.

**3.04 Crossing Picket Lines**

- (a) In the event that any Employee of the Municipality, other than those covered by this Agreement, engage in a legal strike or where Employees of another Employer in a labour dispute engage in a legal strike and maintain picket lines, the Employees covered by this Agreement shall have the right to refuse to cross such picket lines.
- (b) Failure to cross a picket such as that referred to in 3.04(a) above by the Employees covered by this Agreement shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

- (c) Notwithstanding the foregoing, where the parties agree that a picket line is not to be observed, refusal to cross such a picket line may be grounds for disciplinary action by the Municipality.
- (d) In cases of emergency as decided by the Municipality, the Association agrees to waive the right of refusal to cross the picket line as outlined in 3.04(a) above for the number of Employees required to remedy such emergency.

### **3.05 Members Acting in Exempt Positions**

- (a) Any Employee who is appointed to temporarily accept the responsibilities and carry out the duties incident to an Exempt Staff position for a period of more than ten (10) consecutive working days shall be given a leave of absence in good standing from membership in the Association for the period of the temporary appointment so as to allow the Employee to fully execute the Exempt Staff duties.
- (b) No leave of absence will be required where the Employee is:
  - (i) Appointed to act for ten (10) consecutive working days or less, or
  - (ii) required also to perform some or all of their regular classified bargaining unit duties.

## **ARTICLE 4 – DEFINITIONS**

### **4.01** The Employees of the Municipality shall be in seven (7) categories:

- (a) A **Permanent Full-time Employee** is an Employee who is employed on a full time basis of thirty-five (35), thirty-seven and one-half (37½) or forty (40) hours per week for an indefinite period of time and who has completed six (6) months of satisfactory service in any established position, which is designated as having a six (6) month probation period, or who has completed twelve (12) months of satisfactory service in any established position which is designated as having a twelve (12) month probation period and Temporary Employees who have completed twelve (12) months of satisfactory continuous service but shall not include Permanent Part-time and Casual Employees.

The probation period for Permanent Full-time Employees shall be twelve (12) months of service in an established position except for the established positions shown in 4.02 and Notes to Schedule "C", all of which have six (6) month probation periods.

- (b) A **Permanent Part-time Employee** is an Employee who is employed on a regular schedule of weekly hours which are less than those hours shown in (a) above but which are one of the following:

- (i) Twenty (20) hours or more per week for a classification established as being a thirty-five (35) hour per week position, or
- (ii) Twenty-one and one-half (21½) hours or more per week for a classification established as a thirty-seven and one-half (37½) hour per week position, or
- (iii) Twenty-three (23) hours or more per week for a classification established as a forty (40) hour per week position

for an indefinite period of time and who has completed a probationary period of the same duration as a Permanent Full-time Employee in the same position, i.e. either six (6) or twelve (12) months, consisting of satisfactory continuous service in any established position.

- (c) A **Probationary Employee** shall mean and include an Employee employed during the first six (6) months of service in any established position which is designated as having a six (6) month probation period, or during the first twelve (12) months of service in any established position which is designated as having a twelve (12) month probation period. *See also Article 4.02.*
- (d) A **Temporary Employee** is an Employee employed in a position or positions which are not established; provided that no Employee may remain a Temporary Employee after the expiration of eighteen (18) months' continuous service, or remain in a single position for twelve (12) months' continuous service. Both the Employee and the Association will be advised in writing that the employment is temporary.
- (e) A **Replacement Temporary** is used to fill a need created by the extended absence of a permanent Employee. There is no vacant position created by these leave situations.

It is recognized that in cases such as maternity leave or sick leave, prior knowledge of the length of absence or illness may not always be available. In the case of sick leave, a Permanent Employee may be released by their physician to return to work with very little, if any, prior notification to the parties.

Payment for the work is at the rate commensurate with the position assigned.

Collective Agreement provisions relating to permanency after twelve (12) or eighteen (18) months are not applicable to Replacement Temporary Employees.

- (f) An **Extended Term Temporary** is used for individuals hired for a term specific project that is known at the outset to be of greater than twelve (12) months duration. Examples discussed include new capital projects and other initiatives with estimated end dates, or where there is a need to hire an individual to provide a specific service for a term that goes beyond the



existing "Temporary Employee" category twelve (12) month time frame. "Extended Term Temporary" positions are not positions required for an indefinite period of time, and will be addressed on a case-by-case basis.

If the originally anticipated term date needs to be altered, it would be through consultation and concurrence of the parties.

Payment for the work is at the rate commensurate with the position assigned.

Collective Agreement provisions relating to permanency after twelve (12) or eighteen (18) months is not applicable to Extended Term Temporary Employees.

- (g) A **Casual Employee** is any other Employee working less than the number of hours shown in (b)(i), (ii) and (iii) above. The Department Head is to ensure that the hours worked by the Casual Employee do not exceed the limits specified in (b)(i), (ii) and (iii) above; it being understood that no Casual Employee attains Permanent status by reason of working the equivalent of (6) six months in time.

#### 4.02 Probation

- (a) The probation period for all classifications except those listed below shall be twelve (12) months. The classifications listed below shall have a six (6) month probationary period.

- Accounting Clerk I
- Accounting Clerk/Cashier I
- Aquatic Leader I
- Aquatic Leader II
- Cashier & Registration Clerk I
- Cashier & Registration Clerk II
- Clerk I
- Clerk Stenographer I
- Clerk Typist I
- Dishwasher
- Facilities Maintenance Worker I
- Food Services Cook
- Food Services Coordinator
- Food Services Prep. Cook
- Information Clerk
- Lifeguard/Instructor I
- Lifeguard/Instructor II
- Payroll Clerk I
- Program Assistant
- Purchasing Clerk I
- Purchasing Clerk II
- Recreation Facility Clerk
- Storekeeper – Operations Centre
- Taxes & Utilities Clerk I
- Weight Room Attendant I and II

An Employee hired from within the bargaining unit into a classification not listed above, and who has either acted in that position or worked for a minimum of six (6) months in the department where the position is located, shall only be required to serve a six (6) month probationary period.

- (b) Where an Employee moves from Permanent Part-time status to Permanent Full-time status in the same position, in the same department, the Employee

shall be given credit for the time served as a probationary Employee in the Permanent Part-time position as follows:

- (i) If the full probation period for the Permanent Part-time position is completed: fifty percent (50%) of the probation period for the Permanent Full-time position shall be served.
- (ii) If a portion of the probation period for the Permanent Part-time position is completed: the probation period for the Permanent Full-time position will be reduced by the equivalent time served as a probationary Employee in the Permanent Part-time position, but in no case shall this probation period be less than fifty percent (50%) of the probation for the Permanent Full-time position.

Where an Employee moves from Permanent Part-time status to Permanent Full-time status in a position in another department, or where an Employee moves from Permanent Part-time status to Permanent Full-time status in a different position within the same department, the Employee shall be required to complete the full probation period for the Permanent Full-time position they move into.

The term "position", where used in this Sub-section 4.02 (b) shall not mean "job classification".

#### **4.03 Job Sharing**

A job sharing arrangement refers to a specific written agreement setting out the names of the participants, the position to be shared, and the terms and conditions, consistent with the District's Job Sharing Agreement. The written agreement shall be signed by the Department Head or designate, Director of Human Resources or designate, WVMEA, and the affected Employees.

#### **4.04 "Gender"**

The masculine gender, wherever used herein, shall also mean and include the feminine, unless the context otherwise requires.

#### **4.05 Municipal Pension Plan**

Municipal Pension Plan rules made under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the *Public Sector Pension Plans Act* apply to the Employer and its Employees who participate in the Plan. This Plan is referred to as the Municipal Pension Plan in this Collective Agreement.

#### **4.06 Re-Retires**

Re-retires refers to when an Employee retires from the District and is subsequently re-hired by the District, and then retires again from the District.

**ARTICLE 5 – REMUNERATION**

- 5.01** (a) The scales of remuneration set out in Schedules "A", "B", and "C" shall apply as specified during the term of this Agreement.

Increases over the life of the Agreement are in accordance with the following:

January 1, 2013 .....	1.75%
January 1, 2014 .....	1.75%
January 1, 2015 .....	2.0%
2016 .....	Pattern settlement of first four (4) identical Municipal (Metro Vancouver) wage settlements including effective date(s).

Retroactive Pay

The parties agree that all individuals on active payroll at the point any retroactive payment for any 2013 and 2016 pay increase is to be paid out will automatically receive any retroactivity due to them. Individuals who were of “permanent” employment status, but are no longer employed by the District at the point of retroactive payment, will receive a letter from the District, informing them of the fact that they may be entitled to receive retroactive pay, and that they must complete and return a form to be enclosed with the letter, to action payment.

All other Employees no longer employed by the District at the point of retroactive payment will be required to write to request retroactive payment but will not receive a letter from the District. The District will endeavor to remind these individuals at the point of their employment termination that it is their responsibility to follow up on and request retroactive payment in writing.

- (b) Salaries listed in Schedules "A" and "C" are shown in hourly rates of pay.
- (c) Overpayments and Underpayments Due to Administrative or Other Error

Where an Employee has been overpaid as a result of administrative or other error, the District will reach an agreement with the individual to manage reasonable and timely repayment of the overage. Where the overpayment is over the amount of one hundred dollars (\$100) or where a group of Employees is involved, the Association will be informed. It is understood that there will be no interest charged on overpayments. Where the error is clearly obvious to the Employee, it is the responsibility of the Employee to inform the Employer of the error.

Where an Employee has been underpaid as a result of administrative or other error, the District will endeavour to correct the error in the pay period following becoming aware of the error.

## 5.02 Eligibility for Increments

- (a) Permanent Part-time Employees shall be eligible to receive a step increment upon having completed the equivalent number of hours that a Permanent Full-time Employee in the same classification would work to receive a step increment.
- (b) Employees who are employed as Lead Hand, Foreman and Supervisors at Step 1 shall be entitled to an increment to Step 2 of their salary scale per "Notes to Schedule C" (b) and (e).
- (c)
  - (i) Employees who are on Pay Grades 9 to 14 shall, subject to the completion of satisfactory performance, receive six (6) month increments from Step 1 to Step 2 and from Step 2 to Step 3 of their respective pay grades. Increments from Step 3 to Step 4 and from Step 4 to Step 5 within the pay grade shall be on an annual basis subject to the completion of satisfactory performance.
  - (ii) Employees who are on Pay Grade 15 shall, subject to the completion of satisfactory performance, receive a six (6) month increment from Step 1 to Step 2 of the pay grade. Increments through the remainder of the pay grade shall be on an annual basis from Step 2, subject to the completion of satisfactory performance.
  - (iii) Except as shown in (c)(i) and (ii), all other classifications receive increments on an annual basis following the completion of satisfactory performance.

## 5.03 Pay for Acting in a Senior Capacity

- (a) Except as provided in (c) below, temporary appointments to a higher position must be authorized in writing by the Department Head concerned.
- (b) When an Employee is appointed to temporarily accept the responsibilities and to carry out the duties incident to a position which is senior to the position which the Employee normally holds, the Employee shall be paid for every day the duties of the senior position are carried out at the minimum rate in the scale for such senior position which represents an increase over the Employee's normal rate. If the acting appointment is known to be three (3) consecutive months or longer from the outset, any paid leave taken during the period will be paid at the higher rate. If the acting appointment becomes three (3) consecutive months or longer, paid leave from the three (3) months point onwards will be paid at the higher rate. This provision only applies to Article 5.03(b) *Pay for Acting in a Senior Capacity*, and does not include paid leave taken from an overtime bank.
- (c) Except where circumstances prevent prior approval being granted, acting pay has to be approved prior to the actual work being carried out. That payment, except in terms of longer than two (2) weeks duration, will be made after the

term has been completed. In cases where an Employee is appointed to an acting term for longer than two (2) weeks the adjustment will be paid two (2) weeks in arrears.

(d) Aquatic Assignments

For Employees who work in more than one Aquatic assignment, the step placement for the higher classification will be the minimum step that provides a pay increase over the lower classification. Hours worked in each classification will be paid at the established pay grade for the position. (For example, an Employee working as both a Lifeguard/Instructor I and II who was at PG 13, Step 2 for the Lifeguard/Instructor I hours would be paid at PG 14, Step 2 for the Lifeguard/Instructor II hours.)

**5.04 First Aid Premiums for Designated Holders of First Aid Certificates**

First Aid premiums shall be established and paid to designated holders of WorkSafe-approved First Aid Certificates as follows:

Level 3	Ninety-five (95) cents per hour
Level 2	Eighty (80) cents per hour
Level 1	No premium

**5.05 Tool Allowance**

As a condition of employment Mechanic 3 Skilled (with TQ) are required to provide their own hand tools. In return the Mechanic 3 Skilled (with TQ) will receive a Tool Allowance of fifty cents (.50) per hour for normal hours worked (excluding overtime and any other premium and leave of absence without pay). The Tool Allowance will be paid retroactively on the Employee's payroll cheques on the first payday in January and the first payday in July of each year for hours worked in the previous six (6) months. An inspection shall be made twice a year by representatives of both Management and Union to ensure the maintenance of such hand tools by each Mechanic 3 Skilled (with TQ).

**5.06 Direct Deposit**

All Employees receive their pay through Direct Deposit to their bank account. Employees are responsible for providing Payroll with current banking information and for keeping Payroll updated if any changes occur.

**5.07 Market Adjustments**

Where a classification has been identified by the District as being behind market and/or such class has been difficult to recruit for or to retain employees in, the District may, after consultation with the Association, temporarily increase the rate of pay for the classification by up to two pay grades (or its percentage equivalent). These temporary adjustments do not alter the rate of pay for the classifications in Schedules "B" or "C".

## ARTICLE 6 – FILLING VACANCIES

- 6.01** Except as shown in Section 13, Layoff, the Municipality agrees that before filling any position which has become vacant, and all new positions being created, or Temporary positions becoming Permanent, notice of such vacancy shall be posted in a conspicuous place in the Municipal Hall and in such other places as may be agreed upon for seven (7) consecutive calendar days before such vacancy is filled. It is further agreed that the Municipality will forward a copy of all postings relative to this Article to the Business Manager of the Association. *See also Article 12.02.*
- 6.02** The following wording will be added to all bargaining unit postings:

"This posting does not list all the duties of the position, nor does it fully detail the required skills, knowledge and abilities, licences and certificates required of candidates. For details please refer to the class specification which is available for inspection in the Human Resources Department and on WestNet."

### **6.03 Posting of Temporary Opportunities**

Where a position's status is temporary (not casual) and is known at the outset to be of twelve (12) months or more in duration, it will be posted. If an internal candidate is successful, there will be no further obligation to post subsequent temporary vacancies as a result of the first posting.

A Permanent Employee who is the successful candidate may request a temporary leave from their position. Operational needs will factor into the decision regarding whether or not the leave can be granted and such leave requests will not be unreasonably denied. If the leave is approved, the Employee will return to their position or one of similar responsibilities at the conclusion of the temporary opportunity. Any request for extension of the leave will be dealt with in the same manner as the original request.

## ARTICLE 7 – STUDENT EMPLOYMENT

Students and youths employed by the Municipality shall be paid as shown in 7.01 and 7.02 below and shall be covered by all the terms and conditions contained in this Collective Agreement, except as provided for in 7.03 below:

- 7.01** Students and youths working as replacements in established Association positions will be paid the established rate for the job.
- 7.02** Students and youths working on special projects sponsored by Government grants, other than regular summer programs, will be paid the Government project "funded rates". Funded rates will also be paid to students and youths working on special projects where the applied for government grant was not approved.

**7.03** In addition to the payment of wages outlined in 7.01 and 7.02 above, students and youths shall qualify only for (four) 4% vacation pay. Payment for time off on a Statutory Holiday will be calculated and paid for as per the *Employment Standards Act* provisions. Any time worked on a Statutory Holiday will be paid as outlined in Schedule D.

## **ARTICLE 8 – BENEFITS FOR PERMANENT EMPLOYEES**

**8.01** It is hereby agreed that Employee benefits will be continued for the term of this Agreement as below (*see also Appendix 4*):

(a) For all Employees except Permanent Full-time and Permanent Part-time Employees see Schedule "D".

(b) (i) **Permanent Full-time Employees**

All Permanent Full-time Employees will be eligible for benefits effective the first day of the month following the start date as a Permanent Employee. All Permanent Full-time Employees, and their spouse, including same-sex spouse, and dependents as defined by the applicable insurance carrier, shall be eligible to participate in benefits as described below.

(ii) **Permanent Part-time Employees With Less Than Three (3) Months Service**

All Permanent Part-time Employees who have worked less than three (3) months of continuous service shall be entitled to receive twelve percent (12%) of regular salary in lieu of benefits.

(iii) **Permanent Part-time Employees With Over Three (3) Months Service - Options**

Permanent Part-time Employees who have worked three (3) months of continuous service as a Part-time Employee shall be provided with a one (1) time choice between receiving twelve percent (12%) of regular salary in lieu of all benefits or actual benefits coverage.

At the time a Permanent Part-time Employee is provided with the choice to remain on pay in lieu of benefits, or to commence benefit coverage, the Employee shall be advised that their decision of pay in lieu of benefits has to be made and communicated to the Director of Human Resources or their designate within five (5) working days of being given said choice. When the choice has been given to the Employee, but the Employee fails to advise the Director of Human Resources or their designate of the Employee's decision within the

stated five (5) working days, they shall be deemed to have chosen pay in lieu, and shall be paid accordingly.

All Permanent Part-time Employees who have worked three (3) months, shall be entitled to the same Bereavement Leave, Pregnancy Leave, Adoption Leave and Jury Duty provisions to which Permanent Full-time Employees are entitled on a pro-rated basis, but if having opted for the percentage in lieu of all other benefits, shall not be paid such percentage when on unpaid Leave of Absence.

Permanent Part-time Employees who opt for a percentage in lieu can enroll in the Municipal Pension Plan as per 8.07(c) once they reach the Pension Plan requirements.

(iv) **Permanent Part-time - With Benefits**

Permanent Part-time Employees who complete three (3) months continuous service and who opt for benefit coverage shall commence such coverage on the first (1st) day of the month immediately following the completion of three (3) months continuous service. The twelve percent (12%) of regular salary shall continue to be paid during the period between the completion of three (3) months continuous service and the commencement of benefit coverage. The Employee and their spouse, including same-sex spouse and dependents, as defined by the applicable insurance carrier, will be eligible for benefits.

In any case where an eligible Employee opts for benefits coverage, the Municipality will contribute its contractual portion of premiums pro-rated by the proportion of regular full-time weekly hours which the Permanent Part-time Employee normally works, and the Employee will be required to pay the balance of the premiums.

Where a Permanent Part-time Employee is assigned to work consistent additional hours in their position beyond what they normally work (their "master" hours) for a period that is known at the outset to be of at least three (3) months duration, their master will be changed to reflect the higher number of hours for the full period of the additional hours. Where a period of assigned consistent additional hours either becomes or looks likely to become a period of at least three (3) months duration, the Employee's master will be changed at that point to reflect the higher number of hours for the remaining period of the additional hours. The master will be changed back to the Employee's normal part-time hours once they have ceased to continue working the additional assigned hours. The purpose of this provision is to calculate the appropriate percentage the Employer and the Employee pay and the adjusted benefits (e.g. bereavement, sick, banks, etc.) that the Employee becomes entitled to during periods of consistent additional assigned hours worked in the Employee's permanent position.



## **8.02 Extended Health Benefit**

- (a) Details of Plan coverage are available on WestNet.
- (b) Deductible - the Extended Health Care Benefit annual deductible is one hundred dollars (\$100) per annum.
- (c) The lifetime maximum of the Plan is one million dollars (\$1,000,000).
- (d) The Municipality's share of premiums for the Extended Health benefit shall be seventy-five percent (75%) with the Employee's share being twenty-five percent (25%), or as per Section 8.01(b)(iv).
- (e) The Plan shall include the Vision Care Option to cover all eligible Employees.

The Option will include laser eye surgery and provide a maximum payable benefit of Four Hundred Dollars (\$400) per claimant claimable over a twenty-four (24) consecutive month period, subject to the provisions of the Plan.

Effective 2014 July 21, the Option will include prescription sunglasses.

## **8.03 BC Medical Plan**

The Municipality agrees to share with the Employee the cost of participating in the BC Medical Plan. The Municipality's share shall be seventy-five percent (75%) and the Employee's share shall be twenty-five percent (25%), or as per Section 8.01(b)(iv).

## **8.04 Group Life Insurance**

The Municipality agrees to share with the Employee the cost of participating in the Municipal Group Life Insurance Plan. The Municipality's share shall be sixty percent (60%) and the Employee's share shall be forty percent (40%) or as per Section 8.01(b)(iv).

Life insurance coverage shall be equivalent to twice one (1) year's salary or wages, excluding overtime, calculated to the nearest thousand dollars. The maximum coverage is two hundred and ten thousand dollars (\$210,000).

Age sixty-five (65) or over – coverage terminates at age sixty-five (65).

## **8.05 Long-term Disability (LTD)**

The Long-term Disability Plan provides protection against total loss of earnings due to health reasons with the cost shared by the Employee and the Municipality. The Municipality's share shall be seventy-five percent (75%) and the Employee's share shall be twenty-five percent (25%) or as per Section 8.01 (b)(iv).

The benefit shall be based on fifty percent (50%) of the Employee's salary or wage at the time absence commences, subject to the terms of the Policy.

Age sixty-five (65) or over – coverage and benefits terminate at age sixty-five (65).

#### **8.06 Dental Plan**

(a) The Municipality's share of premiums shall be seventy-five percent (75%) [effective 2014 July 21, eighty percent (80%)] and the Employee's share shall be twenty-five (25%) [effective 2014 July 21, twenty percent (20%)], or as per Section 8.01(b)(iv).

(b) The Dental Plan will provide:

Plan "A" - Eighty Percent (80%) repayment of the approved cost for basic services. Plan A includes nine (9) month visits for adults and six (6) month visits for children.

Plan "B" - Fifty Percent (50%) repayment of the approved cost for Prosthetics, Crowns and Bridges.

Plan "C" – Fifty Percent (50%) repayment of the approved cost for the orthodontics (up to a lifetime maximum of two thousand five hundred dollars (\$2,500) per dependent child) (effective 2014 July 21, up to a lifetime maximum of three thousand dollars (\$3,000) per employee, employee's spouse or common-law partner, and dependent child).

#### **8.07 Municipal Pension Plan**

(a) Compulsory enrollment is required when a Permanent Full-time Employee who is age eighteen (18) or older reaches the earlier of:

(i) The date on which the Employee's probation period is successfully completed; or

(ii) The date on which the Employee completes twelve (12) months of continuous employment in a Permanent position; or

(iii) Effective 2014 July 21, the date the Employee is required to enrol under the rules of the Municipal Pension Plan, where this date is earlier than the date in (i) or (ii).

(b) Subject to relevant section of the *Public Sector Pension Plans Act*, the Municipality agrees to participate as to one-half (½) the cost determined by the Commissioner of the Municipal Pension Plan to extend the pensionable service of an Employee covered by this Agreement up to a maximum of one (1) year. It is understood that this extension shall represent that period of time served by the member in a probationary capacity as an Employee of the District of West Vancouver and which has not previously been considered as

pensionable service. Current Pension Plan rules require that the purchase of service be made within five (5) years of hire date for Permanent Employees.

This benefit shall be subject to the following conditions:

- (i) Only an Employee with a vested interest in the Municipal Pension Plan and who has reached the minimum age of retirement as defined in the *Public Sector Pension Plans Act* shall be eligible; and
- (ii) An Employee who wishes to take advantage of this benefit shall give at least six (6) months' notice in writing in advance of the date at which the Employee wishes to retire, and has provided written verification to Human Resources of the purchase of the service, including cost at the time of purchase, for reimbursement of one half of what the cost had been at the time of purchase, to be paid to the Employee upon their retirement. Purchase of this service must be made within the time frame established by the *Public Sector Pension Plans Act*.
- (c) Municipal Pension Plan contributions shall commence for Temporary, Casual and Permanent Part-time (who have chosen percentage in lieu) Employees [when they qualify under the terms of the *Public Sector Pension Plans Act*] on the first day of the pay period following eligibility should an Employee so elect to contribute to the Pension Plan.
- (d) Where an Employee is contributing to the Municipal Pension Plan and that Employee's status changes to qualify them to receive a percentage of their pay in lieu of fringe benefits, the *Public Sector Pension Plans Act* requires that Employee to continue to contribute to the Plan regardless. The Employer is also required by the Act to continue its contributions to the Plan.

## **8.08 Retirement**

If an Employee retires and receives payment under this article and then becomes an Employee again and re-retires, he/she is entitled to a maximum of one (1) month's pay (21.67 working days when payment is split between retirements) in total through all their retirements with the District.

- (a) An Employee who retires under the age of Sixty (60) will qualify for either one (1) month's salary or two (2) days' pay for each consecutive twelve (12) months of service to a maximum of one month [as shown in 8.07(a) and (b) above], provided their age and years of service with the Municipality total Eighty (80) or more.
- (b) On retiring at or after age Sixty (60), a superannuated Employee shall receive one (1) month's pay, computed at their classified rate of pay for the calendar month immediately preceding the date of retirement.
- (c) On retiring at or after age Sixty (60), an Employee who is not on the Municipal Pension Plan shall receive two (2) days' pay computed at their classified rate

of pay for the calendar month immediately preceding the date of retirement, for each complete consecutive period of twelve (12) months continuous service to a maximum of one month.

- (d) Retirement payments where applicable shall be based on the hours worked in the twelve (12) consecutive month period immediately preceding a Permanent Part-time Employee's date of retirement.

## **8.09 Sick Leave Plan**

- (a) After three (3) completed calendar months continuous service, Probationary Full-time and Permanent Full-time Employees shall be granted Sick Leave with pay on the basis of one and a half (1½) days per month [maximum eighteen (18) days per calendar year], cumulative to a maximum of two hundred and fifty (250) working days, retroactive to the first calendar month of employment.

For Employees employed on April 1, 1999, existing sick leave banks will be grandparented at current levels to a maximum of two hundred and eighty (280) working days. Once the level of days drops below two hundred and fifty (250) working days, Employees can only earn back to a maximum of two hundred and fifty (250) working days.

For Permanent Part-time Employees who opt for benefit coverage, Sick Leave credits will only be accumulated following the completion of three (3) months continuous service. Accumulation of Sick Leave credits will commence from the first (1st) day of the month immediately following the completion of three (3) months continuous service. Sick Leave credits will be based on one and a half (1½) days per month, pro-rated. Maximum accumulation of sick leave credits will be based on two hundred and fifty (250) days annually, pro-rated. A Permanent Part-time Employee qualifying for Sick Leave credits will not be eligible for paid sick leave until the first (1<sup>st</sup>) day of the month immediately following the commencement of accumulation of Sick Leave credits. Such paid sick leave will continue only to the extent that the Permanent Part-time Employee has Sick Leave credits.

Where continuance and/or cumulative absences occur as outlined in (i), (ii), and (iii) below, Annual Sick Leave credits in the following year shall be pro-rated and reduced as follows:

- (i) Up to twenty (20) continuous working days of absence due to Sick Leave between January 1<sup>st</sup> and December 31<sup>st</sup> will not result in any reduction of Sick Leave credits.
- (ii) Twenty-one (21) continuous working days of Sick Leave or more, between January 1<sup>st</sup> and December 31<sup>st</sup> will result in the pro-rating of Sick Leave Credits according to the following formula:

$$\frac{\text{No. of Continuous Working Days Absence}}{260 \text{ working days}} \times 18 \text{ days}$$

- (iii) Cumulative absences of forty (40) working days or more on Sick Leave between January 1<sup>st</sup> and December 31<sup>st</sup> will result in the pro-rating of Sick Leave Credits according to the following formula:

$$\frac{\text{No. of Cumulative Working Days Absence}}{260 \text{ working days}} \times 18 \text{ days}$$

- (b) A medical certificate may be required as proof of sickness.
- (c) In the event of extended medical absence, if the Employer requires medical certification of ability to return to work, the Employer will pay for the cost of the certificate.
- (d) Non-Culpable Employment Termination

Where a Permanent Employee has exhausted all sick leave benefits, including any Employment Insurance benefits and has no access to Long Term Disability benefits, the Employer may, at their discretion, terminate their employment on a non-culpable basis unless there is a reasonable likelihood that they would be able to return to productive employment within nine (9) months from the last day benefits were received. In this case the Employee will be granted sick leave without pay for the additional period. If at the end of the additional period, the Employee is still unable to return from sick leave, the Employee may be terminated on a non-culpable basis.

#### **8.10 Illness in the Family**

Where no one other than the Employee can provide for the needs of the Employee's child, spouse or parent during an illness, an Employee, upon approval of the Employee's Department Head, may be granted up to three (3) accumulated sick leave days per year for this purpose. In order to comply with the requirements regarding eligibility for EI Rebates, only those Employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness as outlined herein. For Permanent Part-time Employees any deductions will be based on a maximum of three (3) days, pro-rated.

#### **8.11 WorkSafe Benefits**

- (a) In WorkSafe cases the time not paid by the Board shall be treated as sickness and the loss of salary will be paid by the Municipality from the Employee's sick leave bank, but only to the extent that sick leave credits remain in the Employee's sick leave bank. Deductions from an Employee's sick leave bank referred to in this sub-section shall not result in a deduction from the Employee's gratuity allowance.

- (b) While an Employee is absent on WorkSafe Wage Loss Benefits the wage loss cheque from WorkSafe shall be forwarded to the Municipality and the Employee will continue to be in receipt of a pay cheque from the Municipality. If the net adjusted pay received by an Employee by way of WorkSafe Income Continuance benefits is below that pay which they would have received had they been working, the District will top up the Employee's pay from their sick leave bank. An Employee's adjusted net pay will not exceed their normal net pay.
- (c) While in receipt of WorkSafe Wage Loss Benefits the Employee's salary or wages for the period of wage loss will be the figure which WorkSafe calculates as being the value of the wage loss benefit. From this figure all normal deductions will be taken except for those deductions such as Income Tax, Canada Pension Plan and Employment Insurance which presently are not deductible from WorkSafe Wage Loss Benefits, and any other deductions which in the future may become non-deductible from WorkSafe Wage Loss Benefits. After these deductions are made the Employee receives the balance, subject to (b) above.

#### **8.12 Third-party Liability Provision**

- (a) When an Employee initiates a claim against an insuring third party (e.g. ICBC), the Employee agrees to include an amount as payment for wage loss benefits (including fringe benefit costs) refundable to the period during which the Employee received sick leave benefits. The Employee shall give permission to the insuring third party to pay the wage loss amount directly to the Municipality; or, upon direct receipt of such payment, the Employee shall pay the Municipality the amount of the wage loss so received. The Municipality shall then reimburse the Employees' sick bank and credit the Employees' sick fund and gratuity bank for the number of days represented by the payment.
- (b) Failure to comply with this Section shall result in the Employee being obligated to pay back to the Municipality the full amount of the Sick Leave benefits (including fringe benefit costs) paid to the Employee while absent as a result of the sickness or injury precipitating the third party claim.

#### **8.13 Graduated Return to Work**

The District's return-to-work program will be entered into if medically authorized by the Employee's practitioner(s).

#### **8.14 Gratuity Plan**

- (a) Effective April 1, 1999, current Employees shall qualify for Gratuity Plan credits based on twelve percent (12%) of unused annual banked sick leave per calendar year. Previous credits earned will not be affected by this change.

Effective April 1, 1999 new Employees shall qualify for Gratuity Plan credits based on the following:

- 0% of unused annual banked Sick Leave for the first (1<sup>st</sup>) year;
- 5% of unused annual banked Sick Leave for the second (2<sup>nd</sup>) year;
- 12% of unused annual banked Sick Leave for the third (3<sup>rd</sup>) year and beyond.

The credits may be accumulated to a maximum total accumulation of one hundred and twenty (120) days, and may be withdrawn in whole or in part after five (5) years continuous service, in cash, or on approval of the Department Head, as additional vacation.

- (b) Payment of the gratuity in cash shall be computed at the time of withdrawal as follows:

Gratuity hours withdrawn x current hourly rate

### **8.15 Past Service Recognition Plan**

- (a) The Past Service Recognition Plan (PSRP) shall apply only to Permanent Employees hired on or before 1987 December 31. The Plan shall not apply to any Employees hired on or after 1988 January 01.
- (b) PSRP pay shall be paid to all eligible Permanent Full-time Employees on the basis of the greater of sixty dollars (\$60) or one half (½) day's pay at their December 31st regular rate of pay, for each five (5) year period of service. All eligible Employees shall receive PSRP pay in a lump sum payment in the first pay of December each year. Eligible Permanent Part-time Employees shall qualify for a pro-rated PSRP benefit on the same basis as eligible Permanent Full-time Employees.
- (c) PSRP pay shall be pro-rated in cases where an Employee, during a calendar year completes a five (5) year period of service, for example, moves up from five (5) years to ten (10) years increment.
- (d) PSRP pay shall be pro-rated in the year the Employee terminates employment with the Employer.
- (e) PSRP pay shall be pro-rated when any of the situations as outlined in Article 12.03(b) occur.

## **ARTICLE 9 – LEAVES OF ABSENCE**

### **9.01 General Leave**

Upon application and upon receiving permission of the Department Head or appointed substitute in each case, time off shall be granted to official representatives

of the Association when it becomes necessary to transact business in connection with matters affecting the members of the Association. However, when permission is not granted, the decision shall be subject to the review of the Director of Human Resources.

## **9.02 Bereavement Leave**

- (a) Any Permanent Full-time Employee (prorated for part-time) who has completed three (3) months of employment, may be granted bereavement leave without loss of pay for a period not to exceed three (3) working days in the following events:
  - (i) in the case of the death of the Employee's wife, husband, child, ward, brother, sister, parent, guardian or common-law spouse. Common-law, including same-sex partner, means a person residing with the Employee for at least one year and who is publicly represented as the member's spouse;
  - (ii) in the case of the death of any other relative if living in the Employee's household; or
  - (iii) in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or a grandparent of the Employee.
- (b) Any Employee who qualified for bereavement leave without loss of pay under Sub-section 9.02 (a) herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the areas included within the Regional Districts of Greater Vancouver, Central Fraser Valley, Dewdney-Alouette, Fraser-Cheam, Powell River, Squamish-Lillooet and Sunshine Coast) may be granted additional leave without loss of pay for a further period of two (2) working days (prorated for part-time.)
- (c) Requests for leave under Sub-sections 9.02(a) and 9.02(b) herein shall be submitted to the Employee's Department Head who will determine and approve the number of days required in each case.
- (d) An Employee who qualified for bereavement leave without loss of pay under Sub-section 9.02(a) herein may be granted such leave when on annual vacation if approved by their Department Head. An Employee who is absent on sick leave with or without pay or who is absent on WorkSafe leave, shall not be entitled to such bereavement leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Department Head, an Employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Sub-section 9.02(a).



- (f) If the Permanent Employee has not yet completed three (3) months of employment, leave may be granted as outlined above, but as unpaid leave.

### 9.03 Pregnancy and Parental Leave

- (a) Length of Leave

- (i) *Birth Mother:*

A pregnant Employee shall be entitled to up to seventeen (17) consecutive weeks of Pregnancy Leave and up to thirty-five (35) consecutive weeks of Parental Leave, all without pay. Pregnancy Leave can begin up to eleven (11) weeks before the expected birth date. Parental Leave must commence within fifty-two (52) weeks of the birth of a child and must immediately follow the Pregnancy Leave unless the Employer and Employee agree otherwise. Parental Leave cannot be parceled into separate periods.

A pregnant Employee who chooses not to take Pregnancy Leave is entitled to thirty-seven (37) weeks of Parental Leave, within fifty-two (52) weeks of the birth of a child, and cannot be parceled into separate periods.

- (ii) *Birth Father and Adoptive Parent:*

An Employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to 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 the date the child comes within the care and custody of the Employee. An Employee cannot parcel Parental Leave into separate periods.

- (iii) *Extensions – Special Circumstances:*

A Employee shall be entitled to extend the Pregnancy Leave by up to an additional six (6) consecutive weeks leave without pay where a physician certifies the Employee as unable to work for reasons related to the birth or termination of the pregnancy.

If a child has a physical, psychological or emotional condition requiring an additional period of parental care, Parental Leave can be extended up to an additional five (5) weeks leave without pay beginning immediately after the end of the Parental Leave.

- (iv) *EI Entitlement:*

The maximum combined period for EI benefits for an Employee wishing to claim Pregnancy and Parental Leave shall be fifty-two (52) weeks (including a two [2] week waiting period). Please refer to

Employment Insurance Pregnancy, Parental and Sickness Benefits for more details.

(b) Notice Requirements and Commencement of Leave

- (i) A pregnant Employee who elects to request Pregnancy Leave shall provide their Department Head with written notice and a Medical Certificate from a duly qualified medical practitioner stating the estimated date of birth. Such notice and certificate shall be provided no later than four (4) weeks before the day the Employee proposes to begin leave. A Medical Certificate form is available from the Human Resources Department or the District's WestNet.
- (ii) In normal circumstances a pregnant Employee shall terminate employment or proceed on Pregnancy Leave two (2) months before the expected date of birth.
- (iii) An Employee who desires to work during the last two (2) months of pregnancy may be permitted to do so if their attending physician and/or the Municipal Physician agree that the health of the Employee will not be adversely affected. In such case the Employee shall work under such conditions and for such period as shall be specified by the Physician.
- (iv) Where a pregnant Employee gives birth before requesting Pregnancy Leave or before commencing Pregnancy Leave, the Pregnancy Leave will be deemed to have started on the date of the birth.
- (v) No Employee shall be permitted to work during the six (6) weeks following the date of birth, unless the Employee requests a shorter period. A request for a shorter period must be given in writing at least two (2) weeks before the date the Employee proposes to return to work and must be accompanied by a medical practitioner's certificate stating the Employee is able to resume work.
- (vi) In the case of adoption of a child, the Employee shall provide written notice with as much notice as possible and will be required to provide evidence of entitlement to leave.

(c) Return to Work

- (i) An Employee who has been granted Pregnancy Leave, Adoption Leave, or Parental Leave shall notify their Department Head at least four (4) weeks before they intend to return to work, so that mutually convenient arrangements may be made for their return to employment.
- (ii) If an Employee fails to contact their Department Head as outlined above the Employee shall be considered to have permanently separated from employment with the District of West Vancouver.

- (iii) On resuming employment an Employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits and vacation entitlement (but not for Statutory Holidays or Sick Leave) Pregnancy Leave and Parental Leave shall be counted as service. Vacation pay will be pro-rated by the period of leave and an Employee may elect not to take that portion of their Vacation which is unpaid.
- (iv) Employees requesting to return to work in a shorter period of time as defined in Section 9.03(b)(v) above, shall notify the Employer at least two (2) weeks before the date the Employee proposes to return to work.
- (v) Permanent employees who are interested in returning to a modified hours of work or job share arrangement are encouraged to submit this request for consideration, in writing, to their Department Head at least twelve (12) weeks prior to their intended return to work date. If the request cannot be accommodated, the employee will be reinstated in their previous or a comparable position as per the provisions of Article 9.03(c)(iii).

(d) Sick Leave

An Employee on Pregnancy Leave shall be entitled to be paid Sick Leave benefits for any incapacitating illness related to pregnancy, provided that the Employee has sufficient Sick Leave credits, and produces to Human Resources a Municipal Medical Certificate duly completed by their attending physician.

(e) Benefits

- (i) Benefits shall continue uninterrupted during the period of time the Employee is on Pregnancy and/or Parental Leave (not to exceed an aggregate maximum of fifty-two [52] weeks) provided that the Employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period.
  - (ii) Pension contributions will cease during the period of the leave, but can be purchased as outlined in the *Public Sector Pension Plans Act*. The Employee's and Employer's portions must be paid at the time of purchase.
- (f) In the event of any conflict between the *Employment Standards Act* and Sub-sections 9.03(a), (b), (c), (d), and (e) of this Agreement, the provisions of the *Employment Standards Act* shall apply.

(g) Supplemental Employment Insurance Benefits (Pregnancy Leave Top Up)

- (i) The SEIB Plan is intended to supplement the Employment Insurance benefits received by Employees while they are temporarily unable to work as a result of giving birth.
- (ii) Birth mothers who are permanent employees who are entitled to pregnancy leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB payments.
- (iii) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance pregnancy benefits are eligible to receive SEIB payments.
- (iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their regular gross weekly earnings (the calculation shall be based on master hours only) and is paid as follows:
  - (A) for the first six (6) weeks, which includes the two (2) week Employment Insurance waiting period; and
  - (B) up to an additional eleven (11) weeks will be payable if an Employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (v) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an Employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's regular weekly earnings from employment and an Employee's accumulated leave credits will not be reduced.
- (vi) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an Employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.
- (vii) To receive Supplemental Employment Insurance Benefits the Employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

#### **9.04 Adoption Leave**

- (a) Leave for Adoption of a child is administered as Parental Leave and is outlined in 9.03(a)(ii), (b)(vi), (c), (e)(i)(ii) and (f).
- (b) Maximum period of Parental Leave for the purposes of adoption is thirty-seven (37) weeks.
- (c) Arrangements for leave without pay may be extended to cover off-school hours for Employees who adopt a child who is of school attending age. In no case will a leave of absence for the purpose of adoption be extended beyond a six (6) continuous calendar month period.

#### **9.05 Jury Duty**

In the event an Employee is required to serve on a Jury, or is called for Jury duty, such Employee shall continue to receive their regular pay, provided however, such Employee shall turn over to the Municipality any allowance received for serving on such Jury. The Employee is to perform their normal duties for the Municipality when they are not required to serve as a Juror or report for Jury Duty. (Refer to relevant District policy.)

#### **9.06 Employment Insurance Compassionate Care Leave**

Employees who meet the criteria of the Employment Insurance Compassionate Care Benefits program – family member is gravely ill with a significant risk of death within twenty-six (26) weeks and employee wishes to provide care to that individual – may request a leave of absence without pay for the eight (8) week period they are receiving EICC benefits through Employment Insurance (two [2] week waiting period and six [6] weeks of benefits). For an EICC leave, employees are not expected to use vacation entitlements before being granted the unpaid leave. Such leave requests will not be unreasonably denied.

Once the EICC leave has concluded, if the employee requires additional time to care for the same family member, he/she may request additional time off to be covered by either earned banks or leave without pay. Such leave requests will not be unreasonably denied.

### **ARTICLE 10 – VACATION**

- 10.01** (a) Vacation for Permanent Employees shall be as outlined in Article 10.03.
- (b) Vacation for Permanent Part-time Employees on benefits is prorated. A qualified Permanent Part-time Employee will commence service for the purpose of earning the first (1<sup>st</sup>) part calendar year's vacation entitlement from the first (1<sup>st</sup>) day of the month following completion of three (3) months continuous service. After the first (1<sup>st</sup>) part calendar year of service, vacation

entitlement will be calculated from the original date of continuous employment.

- (c) Casual, Temporary and Permanent Part-time Employees on percentage in lieu receive percentage in lieu of vacation.

**10.02** In all cases of termination of service for any reason, adjustment will be made for any over-payment of vacation.

**10.03 Regular Vacation**

Paid annual vacation for all Permanent Employees shall be as follows (see also 12.05):

- (a) When a change in status between Permanent Full-time and Part-time occurs, vacation entitlement will be adjusted accordingly. No Employees will lose any entitlement already earned as a result of a change of status.
- (b)
  - (i) In the first calendar year of service or part thereof, vacation will be granted on the basis of fifteen (15) days pro-rated.
  - (ii) During the second (2<sup>nd</sup>) calendar year of service up to and including the seventh (7<sup>th</sup>) calendar year of service - fifteen (15) working days.
  - (iii) During the eighth (8<sup>th</sup>) calendar year of service up to and including the fifteenth (15<sup>th</sup>) calendar year of service – twenty (20) working days.
  - (iv) During the sixteenth (16<sup>th</sup>) calendar year of service up to and including the twenty-third (23<sup>rd</sup>) calendar year of service – twenty-five (25) working days.
  - (v) During the twenty-fourth (24<sup>th</sup>) calendar year of service and all subsequent years of service - thirty (30) working days.
- (c) Vacation Adjustment Due to Sick Leave

Annual Vacation credits in the following year shall be pro-rated and reduced as follows:

- (i) Up to seventy-nine (79) cumulative working days of absence on Sick Leave between the first and the last pay period of the year (January 1 – December 31) will not result in any reduction of Vacation entitlement.
- (ii) Cumulative absences of eighty (80) working days or more on Sick Leave between the first and the last pay period of the year will result in the pro-rating of Vacation credits according to the following formula:

$$\frac{\text{No. of Cumulative Working Days Absence}}{260 \text{ working days}} \times \text{No. Days Vacation Entitlement}$$

- (iii) Under no circumstances shall Vacation entitlement arising from the exercise of 10.03(c) be reduced below fifteen (15) working days of Vacation entitlement.
- (d) Although vacation entitlement is noted in days per year for ease of reference, vacation entitlement is actually calculated in hours based on an Employee's regular hours of work in a calendar year.

#### **10.04 Supplementary Vacation**

A supplementary of five (5) working days extra vacation in the eleventh (11<sup>th</sup>), sixteenth (16<sup>th</sup>), twenty-first (21<sup>st</sup>), twenty-sixth (26<sup>th</sup>), thirty-first (31<sup>st</sup>), thirty-sixth (36<sup>th</sup>), forty-first (41<sup>st</sup>) and forty-sixth (46<sup>th</sup>) year shall be provided as follows:

- (a) Each Employee who is in their eleventh (11<sup>th</sup>), sixteenth (16<sup>th</sup>), twenty-first (21<sup>st</sup>), twenty-sixth (26<sup>th</sup>), thirty-first (31<sup>st</sup>), thirty-sixth (36<sup>th</sup>), forty-first (41<sup>st</sup>) and forty-sixth (46<sup>th</sup>) calendar year of service shall thereupon become entitled to five (5) working days of supplementary vacation. Such vacation will be credited on January 31<sup>st</sup> in the calendar year of entitlement.
- (b) Such entitlement shall be an Employee's even if such Employee's employment is terminated prior to the end of the period to which the entitlement applied.
- (c) For purposes of clarification an explanatory note and table is attached to this Agreement as Schedule "E" and forms part of this Collective Agreement.

#### **10.05 Vacations shall be as outlined in 10.03 and 10.04 above provided that:**

- (a) Except as provided in Schedule "E", "Regular and Supplementary Vacation", Employees who have completed five (5) calendar years of service may carry over ten (10) working days of regular vacation to the next following year, to be used in that year, provided that no less than ten (10) working days of regular vacation is taken in the current year. Such carry-over is subject to the approval of the Employee's Department Head. Vacation carry-over shall be taken in accordance with the requirements shown in 10.05(b) and 10.05(c).
- (b) An Employee qualifying for and intending to carry over regular vacation shall notify their Department Head by November 30 of the year in which the vacation was earned. Requests for consideration of extenuating circumstances are to be provided in writing by the Employee to the Department Head to be dealt with in consultation with Human Resources.
- (c) All vacation entitlement is to be taken by December 31<sup>st</sup> of the year in which the vacation was earned, excepting vacation carried over which has to be taken by December 31<sup>st</sup> of the year the vacation was carried over to and further excepting supplementary vacation carried over in accordance with Schedule "E". Requests for consideration of extenuating circumstances are

to be provided in writing by the Employee to the Department Head to be dealt with in consultation with Human Resources. If vacation carry-over requests are not submitted or are not approved, all unused vacation will be paid out in the first pay period after April 1 (effective 2014 July 21, the second pay period after January 01).

Supplementary Vacation days may be taken in any of the five (5) years following the year in which it was earned. For example, years 11, 12, 13, 14, 15 before the next five (5) days are credited in the sixteenth (16<sup>th</sup>) year.

- (d) All of the said Vacation periods shall be exclusive of days off and statutory holidays. All service shall be calculated as of December 31<sup>st</sup> of each year.
- (e) Entitlement in working days is based upon a five (5) day work week.
- (f) "Calendar Year" for the purpose of earning and taking vacation credits shall be January 1<sup>st</sup> through December 31<sup>st</sup>.

#### **10.06 Vacation Entitlement upon Retirement**

- (a) Employees leaving the Municipality due to retirement on the Municipal Pension Plan shall be entitled to vacation entitlement as follows:
  - leaving between January 01 and March 31, one-half ( $\frac{1}{2}$ ) of the full vacation entitlement;
  - leaving between April 01 and December 31, full vacation entitlement.

An Employee is entitled to this benefit once, including instances of re-retires.

- (b) All other Employees upon terminating their employment shall in their year of termination continue to receive entitlement pro-rated in accordance with the number of months worked in that year.
- (c) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth ( $\frac{1}{12}$ ) of their vacation entitlement for that year for each month or portion of a month greater than one half ( $\frac{1}{2}$ ) worked to the date of termination.

#### **10.07 Early Retirement**

An Employee entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to five (5) days per year of their vacation into an Early Retirement Bank. An Employee entitled to thirty (30) or more days of annual vacation shall be entitled to defer up to ten (10) days per year of their vacation into an Early Retirement Bank. Such deferred vacation may only be taken immediately prior to retirement. The Employer may, at its sole discretion, permit an Employee to use such banked vacation under other circumstances.



Given the specific intent of Early Retirement Leave, there will be no further accrual of sick leave or vacation leave once an Employee is on their Early Retirement leave immediately prior to retirement. An employee on early retirement leave shall have access to their sick leave bank should they become ill or injured for a period of five days or more up to their declared date of retirement. Any remaining early retirement leave balance would be paid out at that time. A medical certificate will be required as proof of illness.

An Employee may request a payout of their Early Retirement bank or a combination of payout and leave with the leave to be taken immediately prior to retirement and with any payout to occur upon retirement.

## **ARTICLE 11 – STATUTORY HOLIDAYS**

**11.01** Pay for Statutory Holidays for all Employees except Permanent Employees shall be as shown in Schedule "D". Paid Statutory Holidays for all Permanent Employees shall be as outlined in 11.02.

### **11.02 Entitlement for Permanent Employees**

(a) Permanent Employees shall qualify for pay on the following statutory holidays commencing with the first such statutory holiday after their date of employment.

New Year's Day, Family Day (effective 2014 July 21), Good Friday, Easter Monday, the day proclaimed by the Government of Canada for the celebration of the Queen's birthday, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day proclaimed a statutory holiday by the Federal or Provincial Governments or the Municipality. When a statutory holiday above is observed on other than a normal working day, a holiday with pay will be granted at a time to be approved by the appropriate Department Head.

(b) All Permanent Employees who are required to work on a statutory holiday because of the continuous nature of the work shall be paid at straight time at their regular rate of pay for the hours worked on such holidays and shall be entitled to either an additional payment at one and one-half (1½) times their regular rate of pay for the hours worked that day, or be given time off equal to one and one-half (1½) times the hours worked.

(c) The Statutory Holiday premium of time and one-half (1½) referred to in Sub-section 11.02(b) is for the Employee's regular scheduled hours worked on the Statutory Holiday. Overtime hours are worked after the Employee's regular scheduled hours are completed and are paid at time and one-half (1½) and double (2) the Employee's regular straight time rate, according to Section 14.04 of this Agreement.

- (d) Employees shall be paid for Statutory Holidays providing the Employee has worked, or is on annual vacation or leave of absence with pay, on the working day immediately prior to and the working day immediately following the holiday. Extenuating circumstances that arise regarding the outlined criteria for payment may be brought to the attention of the Director of Human Resources for consideration and decision.
- (e) Where, due to the continuous nature of the work, time off earned as a result of a Statutory Holiday cannot be taken on the day, time off will normally be scheduled within the same pay period as the Statutory Holiday. If this is not operationally possible, the Supervisor and the Employee will mutually agree upon an alternate date(s) to be taken within the following pay period. It is not the intent of the Employer to pay out time off earned as a result of a Statutory Holiday.

### **11.03 Statutory Holidays Occurring on Weekends**

- (a) Statutory holidays occurring on week-ends shall be observed as follows:
  - (i) Where a Statutory Holiday occurs on a Saturday, it shall be observed on the next following Monday.
  - (ii) Where a Statutory Holiday occurs on a Sunday, it shall be observed on the next following Monday.
  - (iii) Where two (2) Statutory Holidays occur on two (2) consecutive days, being Saturday and Sunday, they shall be observed on the next following Monday and Tuesday.
  - (iv) Where two (2) Statutory Holidays occur on two (2) consecutive days being Sunday and Monday, the Sunday holiday shall be observed on the next following Tuesday.
- (b) Whenever a statutory holiday falls on a Saturday or a Sunday and is observed on a week-day, that week-day shall be treated as the statutory holiday for purposes of attracting premium rates for Employees whose duties normally require them to work on that day, and work performed on the Saturday and Sunday shall not attract premium rates. [Note: 11.03(b) is not applicable to a seven-day-a-week operation.]
- (c) All Employees who are required to work on the statutory holiday because of the continuous nature of their work, shall be paid on the actual statutory holiday day as set by the *Employment Standards Act*, not the day observed as noted in 11.03(a) and (b).

## **ARTICLE 12 – SENIORITY**

**12.01** The definition of Seniority as shown in Section 13.02 shall apply in cases of layoff only.

**12.02** The following definition of Seniority will not apply in cases of layoff.

- (a) Permanent Employees only shall have rights based on seniority. In making promotions, transfers and demotions, the skill, knowledge, efficiency and capability of assuming additional future responsibilities of the Permanent Employees concerned shall be the primary consideration, and where such qualifications are equal, length of service shall be the determining factor.
- (b) Permanent Part-time Employees shall have seniority rights based on "equivalent time" relative to Permanent Full-time Employees. Seniority will be effective from the first (1<sup>st</sup>) day of permanent employment, provided the employment has been continuous, except as noted in Section 12.03 and 12.05.

### **12.03 Seniority Accrual**

- (a) Seniority may be accumulated during, but is not necessarily limited to, approved educational leave and approved leave to attend to the business of the Association as it relates to the Municipality.
- (b) Seniority will not accrue during the following:
  - (i) unpaid suspension over five days;
  - (ii) unpaid leave of absence in excess of thirty days (except for reason of illness/injury);
  - (iii) LTD;
  - (iv) layoff.

**12.04** The following conditions will apply:

- (a) Until the Employee has the status of a Permanent Full-time Employee or Permanent Part-time Employee they shall have no seniority rights and their layoff or transfer shall not be subject matter of the grievance procedure as outlined in this Agreement. It is understood that seniority for Permanent Part-time Employees is based on equivalent time and not calendar time.
- (b) 'Equivalent time' for the purpose of this sub-section shall mean the time paid by the Municipality which, when converted into hours, is a proportion of one of the following:

- (i) one thousand eight hundred and twenty (1820) hours for a classification for which full time work is thirty-five (35) hours per week, or
  - (ii) one thousand nine hundred and fifty (1950) hours for a classification for which full time work is thirty-seven and one-half (37½) hours per week, or
  - (iii) two thousand and eighty (2080) hours for a classification for which full-time work is forty (40) hours per week.
- (c) When an Employee becomes a Permanent Full-time or Permanent Part-time Employee, the initial date of qualifying employment shall be considered to be the hire date in the permanent position for purposes of establishing prerequisites and seniority of position, except as provided in 12.05.

**12.05** When a Temporary Full-time Employee attains a permanent position, the Employee shall be credited with seniority and vacation entitlement for only the continuous full-time temporary service worked immediately prior to attainment of the permanent position. It remains the decision of the Department Head, in consultation with Human Resources, as to whether any of this time is to be credited towards reducing the probation period.

## **ARTICLE 13 – LAYOFF, BUMPING, RECALL AND COMPENSATION**

### **13.01 Layoff and Recall**

In the event of a conflict between this Article 13 and any other provision of the Agreement, this Article shall apply.

### **13.02 Layoff Definitions**

For the purpose of this Article, the following definitions apply:

*"Affected Employee"* means an Employee whose position has been made redundant as a result of a layoff or whose position has been occupied as a result of a bump; positions so affected shall be referred to, as "affected positions";

*"Bump"* means the right of an affected Employee to be re-assigned by the Municipality to an eligible position either lateral or lower;

*"Departments"* mean Divisional Departments;

*"Eligible Lateral Position"* means a position for which an Employee is qualified, requiring the same or similar qualifications, performance of the same or similar duties and responsibilities, and at the same pay level;

*"Eligible Lower Position"* means a position for which an Employee is qualified, at a lower pay level;

*"Laid Off Employee"* means an affected Employee who ceases work as a result of a layoff;

*"Layoff"* means a reduction of the work force for an indefinite period of time;

*"Other Employment"* means work of a Temporary or Casual nature that may be made available by the Municipality to Laid-off Employees and does not constitute a recall as herein defined, nor does it qualify a Laid-off Employee for seniority accumulation.

*"Pay Level"* means the salary range or rate of pay of a classification as provided in the pay schedule of this Collective Agreement, and where necessary, mid-points/hourly rates shall be used for comparison;

*"Position Status"* means the designation of a position as Permanent Full-time, or Permanent Part-time;

*"Qualified"* means having the skills, knowledge and abilities, and the capability of assuming future responsibilities as evaluated by the Municipality and the requisite qualifications to perform the duties and fulfill the responsibilities of a position, and "qualifications" has a similar meaning;

*"Recall"* means the return of a laid off Employee, as a Permanent Full-time or Permanent Part-time incumbent, to an affected position having a position status identical to that held prior to the layoff and at a pay level equal to or lower than the Employee's previous classification; "recall" also means the return of a laid off Permanent Full-time incumbent to a Permanent Part-time position, but not vice versa;

*"Report to Work"* means on the job at the appointed time and able to perform the work assigned. "Reporting to work" has a similar meaning;

*"Seniority"* means length of continuous employment in a Department since the last date of hire with the Municipality for Permanent Full-time Employees and hours worked in a Department since last date of hire with the Municipality for Permanent Part-time Employees; "length of continuous employment" does not include hours worked classed as overtime;

*"Terminated Employee"* means an Employee who is terminated pursuant to Sub-section 13.04(f), or who elects or is deemed to have elected compensation pursuant to Sub-section 13.03(b)(ix);

*"Work Force"* means Permanent Full-time Employees and Permanent Part-time Employees who have successfully completed the probation period in a Department, it being understood that Temporary Employees, Casual Employees and

Probationary Employees shall be eliminated before a layoff occurs in that classification.

### **13.03 Layoff Notification, Procedures, Benefits and Seniority**

The Municipality agrees that, by letter, it will provide the Association with as much notice as possible that a review of possible layoffs is underway.

The following principles shall apply in the event of a layoff:

(a) Bumping Notification

The Municipality shall notify the Association advising it of the redundant position(s) within each Department, the pattern of bumping and the name(s) of affected Employees. Such notice shall be written and shall also be given individually in writing to the affected Employee(s). The notice shall be given to both the Association and the affected Employee(s) at the end of the Employee's last shift of their current work week. The Employee and the Association shall both have two (2) working days in which to respond to the Municipality's notice.

(b) Bumping Pattern and Process

- (i) The bumping pattern shall be based on the principle that the Employee will first bump within their own Department. If the Employee's seniority and qualifications are insufficient to accommodate bumping within the Department then the Employee will be assigned to bump within another Department in which the Employee has seniority and qualifications to perform the work.
- (ii) The pattern of bumping shall be established by the Municipality in accordance with the principle that an affected Employee shall bump the Employee with the least seniority in an eligible lateral position or an eligible lower position, provided the affected Employee is qualified for that position and possesses greater seniority than the incumbent.
- (iii) The Municipality shall notify all affected Employees, advising them of their re-assignment within the bumping pattern as detailed above; affected Employees shall have two (2) working days from receipt of the notice to advise the Municipality in writing of their rejection of the bumping assignment.
- (iv) If an Employee who has been advised of their bumping assignment does not accept such assignment, that Employee is to advise the Municipality in writing within the two (2) working days as specified above of their reasons why such a bump should not occur. Such reasons shall include an alternative bumping suggestion. The Municipality shall reply to the Employee within one (1) working day of receipt of their written suggestion either agreeing to their suggested

alternative or confirming the original bumping pattern. The Employee's response to this (i.e. accept the bump as originally advised or be laid off) is to be immediately given to the Municipality.

- (v) Employees who are to be bumped as a result of the Municipality's acceptance of the alternative shall be notified at the earliest opportunity of either bumping assignment or layoff and, if bumping applicable, shall then be governed by the procedure outlined above. The Association will also receive written advice of such bumping assignment or layoff.
- (vi) Working days are calculated commencing with the receipt by the Employee of the Municipality's original notice of bumping assignment.
- (vii) Affected Employees who because of qualifications or seniority cannot be re-assigned within the bumping pattern, or who opt not to bump, shall be given at least ten (10) working days written notice (or pay in lieu of notice or combination of both) advising them of their effective date of layoff.
- (viii) Affected Employees who bump into an eligible position, either lateral or lower, as defined herein, shall be placed on the new pay level at or below that of their former position.
- (ix) At least five (5) working days prior to their effective date of layoff (or within five (5) days following notification, if payment in lieu of notice is given), Employees will be required to elect in writing to avail themselves of the procedures set forth under Section 13.04 Recall or Section 13.05 Compensation. If an Employee fails to make such election within the five (5) days the Employee shall be deemed to have elected Section 13.05 Compensation.

(c) Benefits Coverage During Layoff

Benefits for laid off Employees shall cease on the effective date of layoff with the exception of medical, extended health and dental, which shall be discontinued effective the end of the month in which the effective date of layoff occurs.

(d) Seniority During Layoff

Seniority shall cease to accumulate effective with the date the Employee is laid off.

### **13.04 Recall**

The following shall apply only to laid off Employees who have elected this process.

- (a) Laid off Employees shall be eligible for recall for a period of twelve (12) months following their effective date of layoff.
- (b) The Municipality shall make every reasonable attempt to contact and recall laid off Employees in order of seniority, subject to their qualifications. It is the responsibility of the Employee to notify the Human Resources Department of any change of address and other contact information.
- (c) The Municipality shall specify the time when a laid off Employee shall return to work. A laid off Employee who has accepted the Municipality's recall but who does not report to work within forty-eight (48) hours of recall or who refuses such a recall shall be treated as follows:
  - (i) If failure to report to work within forty-eight (48) hours of the recall is the Employee's first failure to report to work for a recall, then the Employee shall be moved to the bottom of the eligibility list, however, if this is not the Employee's first failure to report following recall, i.e., there has been one previous failure to report on the Employee's part, then the Employee shall no longer be eligible for recall and shall be deemed terminated. The Municipality may extend these time limits where extenuating circumstances exist.
  - (ii)
    - A. If a laid off Permanent Full-time Employee refuses a recall to Permanent Full-time employment, then the Employee shall no longer be eligible for recall and shall be deemed to be terminated. The same also applies to a laid off Permanent Part-time Employee who refuses a recall to Permanent Part-time employment.
    - B. A laid off Permanent Full-time Employee shall have the right to refuse a recall to Temporary Full-time or Casual employment without losing their position on the Municipality's Recall List.
    - C. A laid off Permanent Part-time Employee shall have the right to refuse a recall to Temporary Part-time or Casual employment without losing their position on the Municipality's Recall List.
- (d) Benefits for Employees who are recalled shall be reinstated effective the first day of the month following recall, provided the eligibility period has been met. Service related benefits shall be pro-rated by the period of layoff. Seniority commences accumulating from the Employee's first working day following recall. Such seniority shall be added to seniority they had accumulated to the date of their layoff.
- (e) In administering the procedures in this Section 13.04 Recall, the Municipality shall, so far as is reasonably possible, attempt to reverse the layoff/bumping pattern of affected Employees.
- (f) Laid off Employees shall be deemed terminated upon the earliest of:



- failure to report to work for a Recall pursuant to Sub-section 13.04(c)(i);
- refusal of Recall pursuant to Sub-section 13.04(c)(ii); or
- failure to be recalled within twelve (12) months of layoff

provided that an Employee shall not be deemed terminated pursuant to this paragraph while working at "Other Employment" as defined herein.

- (g) No new Permanent Employees shall be hired while qualified Employees are eligible for recall and are available for work. Affected positions shall not be posted while qualified Employees are eligible for recall.
- (h) A laid off Employee's acceptance or refusal of "Other Employment" as defined herein shall not affect recall rights under this Article.

### **13.05 Compensation in the Event of Layoff**

The following shall apply only to laid off Employees who have elected this process, or who are deemed to have elected this process.

- (a) For the purpose of Sub-section 13.05(b):

"Week's Pay" means a laid off Employee's average regular weekly earnings during the six months prior to the date of the layoff;

"Regular Weekly Earnings" means straight time earnings including acting pay and service pay but excluding premium pay.

- (b) Laid off Employees shall be entitled to two (2) week's pay for between six (6) months and two (2) years of continuous service, and one (1) additional week's pay for each continuous year of service thereafter, subject to a total maximum of eight (8) week's pay.
- (c) Employees who elect or are deemed to have elected compensation shall be considered terminated on the effective date of layoff.

### **13.06 Temporary Layoffs**

In the event of a reduction in the 'workforce' for a definite and limited period of time not to exceed twenty-eight (28) calendar days, the Municipality may temporarily lay off Employees and re-allocate the remaining work without regard to seniority provided the following principles are applied:

- (a) Employees who are not laid off shall retain their current rate of pay during the period of temporary layoff.
- (b) Benefits for laid off Employees shall cease during the period of temporary layoff except for medical, extended health, dental, group life insurance and

group income continuance, which shall not be affected; however, premiums required to provide such benefits will be paid fully by the Employee for the period of temporary layoff; service related benefits including vacations, service pay, service pay increments and salary and wage increments shall be prorated by the period of temporary layoff; however, seniority shall not be accumulated.

- (c) Laid off Employees shall be recalled to their former positions, as those positions are re-established during the period of temporary layoff.
- (d) If, during the period of temporary layoff, the Municipality determines that the layoff will exceed twenty-eight (28) calendar days, or if all laid off Employees are not recalled within twenty-eight (28) days, then the Municipality shall apply the provisions of Sections 13.01, 13.02, 13.03, 13.04 and 13.05.

### **13.07 Weather Conditions and Emergency Suspensions of Work**

- (a) In all cases of potential layoff due to weather conditions, every effort shall be made to share the remaining work amongst all the Employees in the Department affected prior to steps being taken to activate a layoff.
- (b) Except in cases of emergency (as determined by the Municipality), when layoffs occur as a result of weather conditions, no Employee will work overtime if such work can be performed by an Employee who has been laid off under this Section 13.07.
- (c) Notwithstanding any other provisions of this Agreement, in cases of inclement weather, strikes, lock-outs or other circumstances beyond the control of the Municipality, the Municipality may temporarily suspend work without notice.

## **ARTICLE 14 – WORKING CONDITIONS**

### **14.01 Changes in Working Conditions**

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

### **14.02 Hours of Work**

Unless otherwise noted, daily hours of work for Inside classifications are outlined in Schedule “B” of this Agreement and Outside classifications are listed in Schedule “C”. All full shifts include two, ten (10) minute breaks.

**(a) Inside Employees**

The normal daily hours of work for Inside Employee classifications is seven (7) hours, unless otherwise noted in Schedule "B" or Article 14.02.

Individual departments will establish shifts within the time frame of 8:00 a.m. to 5:30 p.m. Monday through Friday inclusive.

Unless otherwise noted in Article 14.02, one (1) unpaid meal break of one (1) hour for seven (7) and seven and one-half (7½) hour shifts or one-half (½) hour (for eight [8] hour shifts) will be allowed. Requests for meal breaks of one-half (½) hour may be approved, if operationally feasible. *See also Article 15.01 Meal Breaks.*

For those positions not currently considered "exceptions" to the normal hours of work provisions, Department Heads shall provide Employees with a minimum of forty-eight (48) hours' notice of a temporary change in their daily hours of work and a minimum of ten (10) working days' notice of a change in their daily hours of work that exceeds five (5) continuous working days.

Additional exceptions to hours of work provisions may be made by the Municipality with the concurrence of the Association. **Present exceptions include:**

(i) Community Services Facilities and Special Events Employees:

Daily shifts and days of the week comprising a five (5) day workweek will vary.

Split shift hours worked shall not be spread over more than a ten (10) hour period.

See also Appendix 2 Letter of Understanding regarding the Aquatics Sixth Consecutive Working Days.

(ii) Transit Department:

*Clerk II – Transit Operations Support:* daily shifts and days of the week comprising a five (5) day workweek will vary. A one-half (½) hour unpaid meal break is allowed.\*\*

*Storekeeper/Buyer - Transit:* daily shifts and days of the week comprising a five (5) day workweek will vary.\*\*

\*\*For the prior two classifications, the department will establish shifts within a daily time frame of 7:00 a.m. and 9:00 p.m.

*Transit Service Coordinators:* daily shifts and days of the week comprising a five (5) day workweek will vary.

(iii) Information Technology Services Department:

Daily shifts and days of the week comprising a five (5) day workweek will vary. The department will establish shifts within the time frame of 8:00 a.m. and 8:00 p.m.

The ITS Manager shall provide Employees with a minimum of twenty-four (24) hours notice of a change in their daily hours or days of work in the event of an emergency.

The ITS Manager shall provide Employees with a minimum of seventy-two (72) hours' notice in the event of a temporary change in their daily hours or days of work.

The ITS Manager shall provide Employees with a minimum of ten (10) working days notice of a change in their daily hours or days of work that exceeds five (5) continuous working days.

(iv) Bylaw Services Department:

Daily shifts and days of the week comprising a five (5) day workweek will vary. The department will establish shifts within the time frame of 8:00 a.m. and 8:00 p.m.

(v) Purchasing Department:

The Department will establish shifts within the time frame of 7:30 a.m. and 4:30 p.m.

**(b) Outside Employees**

The normal daily hours of work for Outside Employee classifications is eight (8) hours, unless otherwise noted in Schedule "C" or Article 14.02.

Individual departments will establish shifts within a daily time frame of 7:00 a.m. to 4:30 p.m. Monday through Friday inclusive.

Unless otherwise noted in Article 14.02, one (1) unpaid meal break of one-half (½) hour will be allowed for a shift of eight (8) hours.

For those positions not currently considered "exceptions" to the normal hours of work provisions, Department Heads shall provide Employees with a minimum of forty-eight (48) hours' notice of a temporary change in their daily hours of work and a minimum of ten (10) working days notice of a change in their daily hours of work that exceeds five (5) continuous working days.

Additional exceptions may be made by the Municipality with the concurrence of the Association. **Present exceptions include:**

- (i) Sweeper Operator: Hours of work for Monday, Tuesday and Friday shall be established within a range of 5:30 a.m. to 3:00 p.m. and Wednesday, Thursday 7:30 a.m. to 4:00 p.m.
- (ii) Cemetery and Golf Course Employees: daily shifts and days of the week comprising a five (5) day workweek will vary.
- (iii) Parks Department: Daily shifts and days of the week comprising a five (5) day workweek will vary.
- (iv) Garage Works Yard: see Schedule "C" of this Agreement.
- (v) Crews Scheduled on Parks Watering Trucks: The hours of work for Employees whose activities include operating a watering truck can be scheduled within a daily time frame of 5:30 a.m. to 4:00 p.m.

### 14.03 Modifications to Hours of Work

The "hours of work" for Employees may be varied with mutual agreement between Employee and supervisor. Any such modifications shall require the concurrence of the Association.

Upon a position becoming vacant or creation of a new position, the District, at its discretion, may alter the hours of work or vary the days of the position based on the operational needs, and such changes shall be stated on the posting. As examples:

*Building Inspectors* – Tuesdays to Saturdays, 7:30 a.m. to 3:30 p.m.

*Finance Department* – around Tax, Utility time, hours and days may vary – but between 6 a.m. and 6 p.m., Monday to Saturday, provided the Employee receives notice one (1) month in advance.

### 14.04 Overtime

Hours worked in excess of the normal work day shall be compensated for on the following basis:

- (a) Overtime will be defined in the case of Permanent Full-time and Temporary Full-Time Employees as:
  - (i) time worked immediately following an Employee's regular shift;
  - (ii) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, time worked immediately preceding an Employee's regular shift; or
  - (iii) in cases where it has been pre-scheduled by notice provided prior to the end of the previous regular shift, time worked at any other time.

- (b) Overtime will be paid at:
- (i) Time and one-half (1½x)  
for the first two (2) hours of overtime on any regular working day if worked immediately preceding or immediately following an Employee's regular shift;
  - (ii) Double Time (2x)  
for all overtime beyond two (2) hours on any regular working day if worked immediately following an Employee's regular shift.
  - (iii) Double Time (2x)  
for all overtime worked at any other time than immediately preceding or immediately following an Employee's regular shift. Employees shall be paid a minimum of one and one-half (1½) hours at double time for overtime worked pursuant to Section 14.04(a)(iii).
- (c) EOC Overtime
- Until such time as the provincial government rules regarding reimbursement of Provincial Emergency Plan (PEP) overtime change, any overtime worked in an Emergency Operation Centre situation where a PEP number has been assigned, will be paid out. This overtime cannot be banked under current provincial government rules.

#### **14.05 Stand-by**

- (a) An Employee required to be on stand-by shall receive three (3) hours stand-by time at their regular hourly rate for each day on stand-by for weekdays, weekends, and Statutory Holidays where there is no call-out.
- (b) An Employee required to be on stand-by shall receive, in addition to any other pay, two (2) hours stand-by time at their regular hourly rate for each day on stand-by for weekdays, weekends, and Statutory Holidays where there is a call-out.
- (c) Stand-by time is defined as the hours between the end of an Employee's regular shift (excluding statutory holidays) and the beginning of their next regular shift.

#### **14.06 Payout**

Employees will be allowed to bank overtime and stand-by time with the understanding that any time in excess of five (5) days each must be taken as time off by the last pay period in May following the year in which it was earned, or it will be paid out by the second pay period in June.

**14.07** Call-out is to be defined in the case of Permanent Full-time and Temporary Full-time Employees as being called back to work at any time following the completion of an Employee's regular shift except when pre-scheduled by notice provided prior to the end of the Employee's previous regular shift.

- (a) Call-out pay and travel time shall be at double time.
- (b) Call-out payment time shall commence when the Employee, including an Employee on stand-by who is called out, arrives at the Municipal Yard or the job site or regular place of work, whichever occurs first, and shall be based on the hours actually worked, with a minimum payment of three (3) hours.
- (c) Call-out payment shall include a one (1) hour payment for travel time. This one (1) hour payment shall be added to the time actually worked, unless the time actually worked is two (2) hours, or less, in which case the one (1) hour for travel time shall be included as part of the three (3) hour minimum. For call-out time worked which is in excess of two (2) hours, the Employee shall be paid for the time actually worked, plus one (1) hour's payment for travel time. (The minimum includes one (1) hour for travelling time.)
- (d) If additional calls are made upon the Employee prior to the expiry of the minimum three (3) hour period or prior to their arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours minimum, but the Employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for travelling time to and from home. If two (2) separate call-outs are completed within a three (3) hour period, the minimum payment shall be four (4) hours at double time. (The minimum includes two (2) hours travelling time.)
- (e) A call-out ceases when work at the job-site, or regular place of work, or Municipal Yard is complete, subject to Sub-section 14.07(c), except for the purpose of a further call-out as described in 14.07(d).
- (f) An Employee called-out, who does not have a Municipal vehicle but who uses their own vehicle to travel to and from the job site, or regular place of work, or the Municipal Yard in response to the call-out, shall receive a mileage allowance. The mileage allowance shall be the distance travelled from the Employee's home to the reporting point (Municipal Yard or job site or regular place of work) by the most direct route and return, multiplied by the Casual vehicle allowance rate in effect at that time, unless the Employee is already receiving a monthly vehicle allowance, to a maximum payment of twenty dollars (\$20). If the Employee, by having to use public transit or a cab to respond to the call-out, incurs direct expenses for bus fare or cab fare, shall be reimbursed the actual amount incurred to a maximum of twenty dollars (\$20). If a second call-out occurs within the three (3) hour minimum period detailed in 14.07(d), and provided the Employee has not reached home, no second mileage allowance payment shall be made. The mileage allowance payable to an Employee shall be recorded on a "Mileage Allowance Master List" maintained by the Employer. The mileage allowance shall be paid to an

Employee in a timely manner, based on call-out information reported to the Employer.

#### **14.08 Emergency Conditions**

- (a) Notwithstanding any other Article in this Agreement, when, because of emergency conditions caused by snow, ice, flooding, wind, fire, earthquake, extreme fire hazard, or other like circumstances, shifts are required to be created, shift hours out of normal work hours shall be compensated at straight time with a differential equal to three and one half percent (3½%) of the Employee's hourly rate. This would be paid from the start of the shift to the end of that shift. If no shifts have been created and Employees are called upon to work due to the emergency conditions stated above at any time, other than normal work hours, the overtime rates shown above will apply.
- (b) Shift differential shown in Schedule "C" of this Agreement shall not apply to this Section.
- (c) It is understood that where a "watch" shift is required following an emergency for which shifts have been created, such shifts may be continued to facilitate such an emergency watch. It is also understood that shifts shall not be created for the sole purpose of emergency watch.
- (d) With regard to emergency conditions caused by snow, ice, flood, wind, fire, earthquake or other like circumstances:
  - (i) When shifts are required to be created, twenty-four (24) hours notice will be given to the crews involved.
  - (ii) Any work due to the stated emergency conditions within the twenty-four (24) hour period of notice, but outside normal hours of work, will be paid at overtime rates.
  - (iii) After the expiry of the twenty-four (24) hour period of notice any work performed on a specially created shift to deal with emergency conditions will be paid at straight time with a shift differential, as per the Collective Agreement.
  - (iv) Where Supervisors are not able to give a member or members of a crew the required twenty-four (24) hours' notice, but the majority of that crew has been given the required notice, the notice is considered to have been given to the entire crew.
  - (v) Any time worked in excess of the Employee's regular hours of work on a daily or weekly basis will be paid at overtime rates as per the Collective Agreement.



#### **14.09 Emergency Conditions - Shift Work**

In the event an Employee is sent home early during their normal work day, in order to work on a late shift, and that late shift is subsequently cancelled, the Employee shall be paid for the Employee's regular hours of work for the day.

#### **14.10 Remote Access/Assistance - Information Technology Services Employees Only**

An ITS Employee who has been authorized by his/her Manager to receive a telephone call while off duty, and is able to deal with the problem over the telephone or by computer and does not have to report to a worksite, shall be paid one (1) hour pay at double the Employee's regular rate of pay. Multiple telephone calls within a one (1) hour period will be treated as one (1) event for the purpose of pay. Consecutive events lasting more than one (1) hour will be paid at double time for actual time worked. An ITS Employee will not be eligible for this remuneration should a return to the worksite (Callout Article 14.07) result from the issue being discussed. Callout pay is calculated based on the time of the most recent call. Subsequent calls dealt with during the Callout timeframe are not considered new calls.

### **ARTICLE 15 – MEAL BREAKS**

*See also Article 14.02.*

#### **15.01 Meal Breaks**

Meal breaks shall be provided as follows:

(a) Meal Breaks and Rest Breaks During Regular Working Hours

Employees shall be granted an unpaid meal break as per the provisions of Article 14.02 and shall be provided paid ten (10) minute rest period(s) as follows:

- shifts under three (3) hours – no meal break or rest period;
- shifts of three (3) to five (5) hours – one (1) ten (10) minute rest period;
- shifts of over five (5) but less than normal full time hours – one (1) ten (10) minute rest period and one (1) meal break;

Shifts of normal full time hours – two (2) ten (10) minute rest periods and one (1) meal break.

Where rest periods are to be provided, they are normally scheduled so that there is one (1) during the work period prior to the meal break and one (1) during the work period after the meal break. Rest periods shall be included

as part of the hours worked. The times when the rest periods and meal breaks are to be taken shall be approved by the Supervisor.

(b) During Overtime

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

(c) During Call-outs and Pre-scheduled Overtime

Upon completion of three and one-half ( $3\frac{1}{2}$ ) continuous hours of call-out work or pre-scheduled overtime work, occurring at any time other than immediately preceding or immediately following an Employee's regular shift, an Employee becomes entitled to a paid meal break of a one-half ( $\frac{1}{2}$ ) hour which the Municipality may permit to be started at any time within the three and one-half ( $3\frac{1}{2}$ ) hour period but, except in an emergency, no later than the end of the three and one-half ( $3\frac{1}{2}$ ) hours.

(d) During Overtime, Call-outs and Pre-scheduled Overtime

Upon the completion of each successive three and one-half ( $3\frac{1}{2}$ ) continuous hours of call-out work or overtime work, the Employee shall be given another paid meal-break of one-half ( $\frac{1}{2}$ ) hour which, except in an emergency, shall be taken at the end of each three and one-half ( $3\frac{1}{2}$ ) hour work period.

(e) For Community Services Maintenance Workers on the Overnight Shift

In recognition that Maintenance Workers working the overnight shift in Community Services are directed to remain in the building during their meal break and rest periods, the half-hour meal break will be considered a paid break and is therefore included as part of their assigned hours (i.e. total full-time shift including meal break is eight (8) hours).

**15.02** For each meal break given to an Employee under Sub-sections 15.01(b), (c) or (d) the Employee shall be paid the one-half ( $\frac{1}{2}$ ) hour at double the Employee's regular rate of pay.

**15.03** Where by reason of an emergency it is not feasible to give a meal break at the designated time under Sub-sections 15.01(b), (c), or (d), it shall be taken as soon as practicable and in addition the Municipality shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the Employee would have been otherwise entitled to a paid meal break. The supplying of nourishment by the Municipality does not disqualify the Employee from receiving the appropriate meal allowance under Article 15 of the Agreement.

#### **15.04 Meal Allowances**

The Municipality will not be responsible for supplying nourishment to Employees in any other circumstances except as mentioned above in the cases of emergencies which preclude a meal break being taken at the designated time.

Reimbursement of meal expenses will be according to the following scale and with reference to the paid meal breaks set out in 15.01(b), (c), or (d), 15.02 and 15.03 above, it being clearly understood that continuous periods of time must be worked to qualify both for the paid meal break and the following meal allowances.

- (a) Overtime immediately preceding or immediately following a regular shift:
  - (i) seven dollars and fifty cents (\$7.50) at the first break, and
  - (ii) two dollars and fifty cents (\$2.50) at each succeeding break.
- (b) Call-out: seven dollars and fifty cents (\$7.50) at the first break and two dollars and fifty cents (\$2.50) at each succeeding break;
- (c) Pre-scheduled Overtime e.g. including immediately preceding or immediately following an Employee's regular shift, or where an Employee is notified prior to the end of the preceding day that overtime is likely to last at least four (4) hours):
  - nothing at the first break;
  - seven dollars and fifty cents (\$7.50) at the second break; and
  - two dollars and fifty cents (\$2.50) at each succeeding break.

### **ARTICLE 16 – ABANDONMENT OF POSITION**

- 16.01** An Employee who fails to report for work for ten (10) consecutive working days without informing the Employer of the reason for his/her absence will be presumed to have resigned. An Employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

### **ARTICLE 17 – MISCELLANEOUS ITEMS**

- 17.01** The District may approve a request from the Association to close a Municipal operation at certain times of the year, for example, December 24, or December 27, or December 31 etc. when a Statutory Holiday(s) renders the work week to be shorter than usual. When such approval is granted by the District, the day(s) named in the closure shall be deemed to be non-operational and, except in the case of

emergency or pre-scheduled work, no Employee shall have the right to work on the day(s) so named.

### **17.02 Memorandums of Agreement and Letters of Understanding**

Any Memorandums of Agreement, Letters of Understanding or Schedules attached hereto form part of this Collective Agreement and as such will be valid only for the life of this Collective Agreement.

### **17.03 Meetings with Council**

The Association, in writing, may request meetings with Council on matters of mutual interest, it being understood that permission from Council will not unreasonably be withheld.

### **17.04 Agreement as to Conditions Not Mentioned**

It is agreed that any general conditions presently in force which are not specifically mentioned in this Agreement and are not contrary to its intentions shall continue in full force and effect for the duration of this contract.

### **17.05 Administration Regulations and Policy**

The Association acknowledges the Administrative Rules and Regulations and District policies and procedures, providing they do not conflict with the terms and conditions of the Collective Agreement. The Association shall be notified of any changes.

### **17.06 Workforce Adjustment Plan**

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of Employees to whom a collective agreement applies, it is understood and agreed the parties will abide by the terms and conditions as outlined in Section 54 of the *Labour Relations Code of B.C.*

### **17.07 Harassment and Human Rights**

The Employer and the Association agree that any form of discrimination under the prohibited grounds of the *BC Human Rights Code* shall not be tolerated in the workplace.

## ARTICLE 18 – ASSOCIATION REPRESENTATION

### 18.01 Representation

- (a) Effective 2014 July 21, an Employee may choose to have their Association representative present at meetings with their supervisor which the Employee or Employer believes may be the basis for disciplinary action.
- (b) Where a supervisor intends to interview an Employee for disciplinary purposes the supervisor shall endeavour to notify the Employee in advance of the purpose of the meeting to provide the Employee with the opportunity of contacting their Association representative and requesting that representative's attendance at the meeting, providing this does not hinder the ability of the supervisor in the exercise of their authority.
- (c) This clause shall not apply to meetings involving performance appraisals or of an operational nature not involving disciplinary action.

**18.02** Notwithstanding the foregoing, it is the supervisor's responsibility to take immediate action where it can be shown that to delay the exercise of such discipline would not be in the best interests of either the Employee or the Municipality.

**18.03** For the purpose of this Section, "Association Representative" and "Representative" shall mean a Shop Steward or, in the absence of a Shop Steward, may also mean an officer or designate of the Association.

### 18.04 Shop Stewards

- (a) The Municipality will recognize only one (1) Shop Steward per operation as follows:
  - two (2) only for the Municipal Hall (including the Transit Department) of which one shall be female;
  - one (1) only in the Recreation Complex (Community Services Centre, Ice Arena, Decentralized Programs and Aquatic Centre and Beaches);
  - one (1) only in Public Works (Outside);
  - one (1) only in Parks (Outside).
- (b) The Association will supply the Director of Human Resources with a list of its Shop Stewards and Executive Officers as changes occur.
- (c) A Shop Steward may request permission from their Department Head or their designate to act for Employees in an operation where no Shop Steward is available. The Shop Steward shall also obtain approval from the Department Head of the Employees they are temporarily representing prior to discussing any issue with that Department Head.
- (d) (i) For grievance procedure hearings the Municipality will not pay for more than two (2) Association representatives.

- (ii) For negotiation meetings for Collective Agreements the Municipality will not pay for more than four (4) Association Representatives.
- (e) If the Shop Steward is also the Employee's Supervisor, the Association shall designate an alternate representative.

#### **18.05 Introduction of New Employees to Association Stewards/Representatives**

- (a) The Municipality will make the necessary arrangements to enable new Employees (Permanent, Temporary and Casual) to meet the Association Representative for their work location.
- (b) The meeting will take place approximately ten (10) minutes prior to the start of the Representative's shift.
- (c) The Representative will advise their supervisor that they will be attending an "Introduction" meeting. Such advice to the supervisor will be given to allow the supervisor sufficient time to make whatever operational adjustments are required to accommodate the representative's absence.
- (d) If the representative is unable to meet with the new Employee the Municipality will have the Employee complete a "Commencement of Employment Advice" form which will be submitted to the Association so that the Association can make whatever arrangements are necessary to complete the introduction.

### **ARTICLE 19 – EMPLOYEE FILES**

#### **19.01 Employee Files**

- (a) Material of a negative or adverse nature must be shown to the Employee prior to entering such material into that Employee's file in the Human Resources Department. In addition, such Employee shall be given the opportunity of acknowledging, by signature, that he has seen the entry.
- (b) An Employee shall have access to all material in their file at a time which is mutually convenient to the Employer and only in the presence of the Director of Human Resources or their designate. The Employee may or may not, at the Employee's discretion, be accompanied by an Association representative.
- (c) Material of a positive or complimentary nature will be shown to the Employee and subsequently placed in their file in the Human Resources Department.
- (d) Critical references shall be removed from an Employee's file only after completion of a four (4) year period from the time of the incident, excepting circumstances of a recurring nature whereby the four (4) years will be calculated from the most recent incident. The District will extend the four (4) year period up to a maximum of twelve (12) months where an Employee has

been absent (e.g. extended leaves) for a period of three (3) months or more. Where material critical of the Employee, or in the nature of a reprimand, is placed in the file, the Employee may elect to attach an addendum to the material.

In order to ensure material is removed from an Employee's file:

- (i) The Employee will provide a written request to Human Resources who will review the file and remove the material as long as the conditions outlined have been met and return the material to the Employee, or
  - (ii) Human Resources will ensure any Employee file requested by a Supervisor or Manager is reviewed prior to it being released, and any material containing critical references per the conditions outlined above is removed and returned to the Employee.
- (e) An Employee may request copies of personal file documents but will be responsible for reimbursing the Municipality with the cost of such copies.

## **ARTICLE 20 – GRIEVANCE PROCEDURE**

### **20.01 Definition**

Where any difference arises between the parties to this Agreement relating to the dismissal, discipline or suspension of an Employee covered by this Agreement, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of work may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference to arbitration; or may request the Labour Relations Board appoint an officer to confer with the parties to assist them to settle the difference pursuant to Section 87 of the *Labour Relations Code of British Columbia*.

### **20.02 Grievance Procedure**

It is the intent of the parties to settle any difference between them as expeditiously and harmoniously as possible and the following procedure is established for this purpose. Timelines are a matter of substance, but may be modified by mutual consent.

#### Informal Meeting with the Supervisor

Within ten (10) working days after an Employee becomes aware of an occurrence of an incident, the aggrieved Employee(s) is encouraged to discuss the matter with their immediate Supervisor. At the option of the aggrieved Employee(s), the Association Representative may be present at the meeting. The purpose of the meeting shall be to review the circumstances giving rise to the incident, and to

determine whether the matter can be satisfactorily resolved without recourse to the grievance procedure.

Within five (5) working days of the Supervisor's written response, a grievance may be filed if the matter is not resolved at the informal meeting with the Supervisor.

### Grievance Procedure

(a) *Step One:*

To initiate a grievance, the Employee and/or Association Representative shall, within ten (10) working days of the Employee first becoming aware of the occurrence of the incident, or five (5) working days from the Supervisor's written response from the Informal Meeting, submit a written grievance directly to the Exempt Supervisor that includes the articles alleged to have been violated.

The parties shall meet to attempt to settle the grievance within five (5) working days after being notified.

The Exempt Supervisor shall have five (5) working days to inform the Association of the decision.

Within five (5) working days of the Exempt Supervisor's decision, the Association representative shall indicate in writing to the Exempt Supervisor whether the grievance is resolved or is being advanced to the next step of the grievance procedure.

The Step One meeting will normally include but not be limited to: the aggrieved Employee(s), an Association representative, the Employee's immediate Supervisor and the Exempt Supervisor.

(b) *Step Two:*

The parties shall meet to attempt to settle the grievance within five (5) working days after being notified.

The Exempt Manager shall have five (5) working days to inform the Association of the decision.

Within five (5) working days of the Exempt Manager's decision, the Association representative shall indicate in writing to the Exempt Manager whether the grievance is resolved or being advanced to the next step of the grievance procedure.

The Step Two meeting will normally include but not be limited to: the aggrieved Employee(s), Association Representative(s), the Employee's immediate Supervisor, the Exempt Supervisor, the Exempt Manager, and the Director of Human Resources and/or designate.



- (c) *Step Three:*  
The parties shall meet to attempt to settle the grievance within five (5) working days after being notified.

The Chief Administrative Officer shall have five (5) working days to inform the Association of the decision.

Within ten (10) working days of the Chief Administrative Officer's decision, the Association Representative shall indicate in writing to the Chief Administrative Officer whether the grievance is resolved or being advanced to Arbitration.

The Step Three meeting will normally include but not be limited to: the aggrieved Employee(s), Association Representative(s), the Employee's immediate Supervisor, the Exempt Supervisor, the Exempt Manager, the Director of the Department and/or Designate, the Chief Administrative Officer and the Director of Human Resources and/or designate.

### **20.03 Dismissal and Suspension Grievances**

Where the grievance involves an Employee who has been dismissed or suspended, the grievance shall be received within ten (10) working days of the Employee first becoming aware of the dismissal or suspension to Step Two of the grievance procedure.

Upon receipt of the grievance notification, the parties may mutually agree to refer a dismissal and suspension grievance directly to Step Three of the grievance procedure.

- 20.04** (a) In the event there is an Association grievance as such, or a Municipal grievance as such, either party may initiate the grievance procedure commencing at Step Three and shall be governed by the time restraints contained therein and shall further be governed by the ten (10) working days reporting time detailed in Step One.
- (b) In the event there is a Municipal Grievance, the grievance shall be directed to the Association's Business Manager.

### **20.05 Arbitration**

- (a) Within ten (10) working days of the Chief Administrative Officer's decision, at Step Three, the Association must indicate in writing whether the grievance is being advanced to Arbitration.

If the Association has not provided written notification of their proposed arbitrator(s) within five (5) working days of filing written notice that the grievance is being pursued to arbitration or, if it has, and the matter is not actively being pursued by the Association, (for example, by advice from the Association that they are proceeding to arbitration, within thirty (30) calendar days) the grievance shall be deemed to be abandoned, unless the parties

agree otherwise. The Arbitration Board shall be a single Arbitrator, unless the parties agree to a three-member panel. The decision of the Arbitration Board, either single or three-person, shall be final and binding on both parties. Expenses incident to the services of the single member Arbitration Board shall be borne equally by the parties to this Agreement; each party shall bear the expenses incident to the services of its appointee to the three (3) member Arbitration Board and shall bear equally the expenses incident to the services of the Chair of the Board.

- (b) Single Arbitrator: The Arbitrator shall be appointed by mutual consent of the parties. If the parties are unable to agree upon the Arbitrator within seven (7) working days after arbitration has been invoked they shall then jointly apply to the Collective Agreement Arbitration Bureau to appoint an Arbitrator. The Arbitrator shall complete their examination and hearing and hand down their award within a reasonable time, which is considered to be not more than thirty (30) calendar days after their appointment.
- (c) Three-member Board: If arbitration is to be conducted by a board of three (3) members the party invoking arbitration shall, in its notice to the other party, so request, and the notice shall contain the name of its appointee to the Arbitration Board. The recipient party of such notice shall, within ten (10) working days, advise the other party of the name of its appointee to the Board. The two (2) appointees so selected shall, within twelve (12) working days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) members fail to agree upon the Chair in the time specified, either party may apply to the Collective Agreement Arbitration Bureau to appoint a Chair. The Board shall proceed as soon as practicable to examine the grievance and render its judgment.

**20.06** It is agreed between the parties hereto that the above Grievance and Arbitration procedure shall be the sole method of settling differences between them or between an Employee or Employees and the Municipality and it is further agreed that both parties and the Employees covered in this Agreement shall be bound by the settlements which derive from the Grievance and Arbitration procedure.

**20.07** Any questions as to whether any matter is arbitral shall be decided by mutual agreement between the parties hereto or shall be referred to Arbitration for decision.

**20.08** Unless otherwise stated in this Agreement the provisions of Part 8 of the *Labour Relations Code of British Columbia*, being Sections 84 to 114, entitled "Arbitration Procedures" will apply.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date and year first above written.

SEALED with the Seal of the CORPORATION OF THE DISTRICT OF WEST VANCOUVER and signed by:

*"M. Smith"*

\_\_\_\_\_  
Mayor

*"S. Scholes"*

\_\_\_\_\_  
Municipal Clerk

SEALED with the Seal of the WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION and signed by:

*"C. Mynott"*

\_\_\_\_\_  
President

*"Bruce Scott"*

\_\_\_\_\_  
Business Manager

WVMEA INSIDE PAY GRADES

Key =	A	1.75%	2013 January 1
	B	1.75%	2014 January 1
	C	2.00%	2015 January 1
	D	TBA*	2016 ?

\*see Article 5.01(a)

Pay Grade	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
910 70% of 10	A	13.087	13.637	14.153	14.750	15.311	
	B	13.316	13.875	14.401	15.008	15.579	
	C	13.582	14.153	14.689	15.308	15.891	
	D						
10	A	18.696	19.477	20.218	21.066	21.872	
	B	19.023	19.818	20.572	21.435	22.255	
	C	19.403	20.214	20.983	21.864	22.700	
	D						
11	A	19.477	20.218	21.066	21.872	22.748	
	B	19.818	20.572	21.435	22.255	23.146	
	C	20.214	20.983	21.864	22.700	23.609	
	D						
12	A	20.218	21.066	21.872	22.748	23.700	24.654
	B	20.572	21.435	22.255	23.146	24.114	25.085
	C	20.983	21.864	22.700	23.609	24.597	25.587
	D						
13	A	21.066	21.872	22.748	23.700	24.654	25.659
	B	21.435	22.255	23.146	24.114	25.085	26.108
	C	21.864	22.700	23.609	24.597	25.587	26.631
	D						
14	A	21.872	22.748	23.700	24.654	25.659	
	B	22.255	23.146	24.114	25.085	26.108	
	C	22.700	23.609	24.597	25.587	26.631	
	D						
15	A	22.748	23.700	24.654	25.659	26.731	
	B	23.146	24.114	25.085	26.108	27.199	
	C	23.609	24.597	25.587	26.631	27.743	
	D						
16	A	23.700	24.654	25.659	26.731	27.845	
	B	24.114	25.085	26.108	27.199	28.332	
	C	24.597	25.587	26.631	27.743	28.899	
	D						

Pay Grade	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
17	A	24.654	25.659	26.731	27.845	28.997	
	B	25.085	26.108	27.199	28.332	29.504	
	C	25.587	26.631	27.743	28.899	30.094	
	D						
18	A	25.659	26.731	27.845	28.997	30.201	
	B	26.108	27.199	28.332	29.504	30.730	
	C	26.631	27.743	28.899	30.094	31.345	
	D						
19	A	26.731	27.845	28.997	30.201	31.472	
	B	27.199	28.332	29.504	30.730	32.023	
	C	27.743	28.899	30.094	31.345	32.664	
	D						
20	A	27.845	28.997	30.201	31.472	32.796	
	B	28.332	29.504	30.730	32.023	33.370	
	C	28.899	30.094	31.345	32.664	34.037	
	D						
21	A	28.997	30.201	31.472	32.796	34.146	
	B	29.504	30.730	32.023	33.370	34.744	
	C	30.094	31.345	32.664	34.037	35.439	
	D						
22	A	30.201	31.472	32.796	34.146	35.578	
	B	30.730	32.023	33.370	34.744	36.201	
	C	31.345	32.664	34.037	35.439	36.925	
	D						
23	A	31.472	32.796	34.146	35.578	37.086	
	B	32.023	33.370	34.744	36.201	37.735	
	C	32.664	34.037	35.439	36.925	38.490	
	D						
24	A	32.796	34.146	35.578	37.086	38.687	
	B	33.370	34.744	36.201	37.735	39.364	
	C	34.037	35.439	36.925	38.490	40.152	
	D						
25	A	34.146	35.578	37.086	38.687	40.317	
	B	34.744	36.201	37.735	39.364	41.023	
	C	35.439	36.925	38.490	40.152	41.843	
	D						
26	A	35.578	37.086	38.687	40.317	42.038	
	B	36.201	37.735	39.364	41.023	42.774	
	C	36.925	38.490	40.152	41.843	43.629	
	D						

Pay Grade	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
27	A	37.086	38.687	40.317	42.038	43.812	
	B	37.735	39.364	41.023	42.774	44.578	
	C	38.490	40.152	41.843	43.629	45.470	
	D						
28	A	38.687	40.317	42.038	43.812	45.707	
	B	39.364	41.023	42.774	44.578	46.507	
	C	40.152	41.843	43.629	45.470	47.437	
	D						
29	A	n/a	n/a	n/a	n/a	n/a	
	B	41.000	42.760	44.620	46.510	48.490	
	C	41.820	43.620	45.510	47.440	49.460	
	D						
30	A	n/a	n/a	n/a	n/a	n/a	
	B	42.760	44.620	46.510	48.490	50.630	
	C	43.620	45.510	47.440	49.460	51.640	
	D						

DERIVATION OF BI-WEEKLY AND MONTHLY RATES

The hourly rates set out above shall be the basis for application of any general salary increases. The formula for converting the hourly rates to bi-weekly and monthly rates is as follows:

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

$$\frac{\text{bi-weekly rate} \times 26}{12} = \text{monthly rate (taken to the nearest dollar)}$$

Anomalies

		2013	2014	2015	2016
Change Room Host/Facility Attendant Class No. 2940 (App. 21) 7.5 hours	Step 1	12.848	13.073	13.334	
	Step 2	14.681	14.938	15.237	
Dishwasher Class No. 2660 (App. 5) 7 hours	Step 1	12.811	13.036	13.296	
	Step 2	14.035	14.281	14.567	
Intern/Mentoring, Lifeguard/Instructor Class No. 1520 (App. 11) 7.5 hours	n/a	20.221	20.575	20.986	

		2013	2014	2015	2016
Playcare Leader Class No. 1600 (App. 14) 7.5 hours	Step 1	14.682	14.939	15.238	
	Step 2	15.906	16.184	16.508	
Playcare Supervisor Class No. N/A (App. 14) 7.5 hours	Step 1	19.577	19.919	20.318	
	Step 2	20.800	21.164	21.587	
Pottery Technician Class No. 2770 (App. 15) 7.5 hours	Step 1	20.788	21.151	21.574	
	Step 2	21.976	22.361	22.808	
Shuttle Bus Class No. 2710	Step 1	17.236	17.538	17.889	
	Step 2	20.039	20.390	20.798	
	Step 3	21.548	21.925	22.363	
Skate Attendant Class No. 2740 (App. 17) 7.5 hours	Step 1	17.224	17.526	17.876	
	Step 2	18.412	18.734	19.109	
Slide Attendant/Game Leader Class No. 2560 (App. 18) 7.5 hours	Step 1	12.848	13.072	13.333	
	Step 2	14.682	14.939	15.238	
Youth Leader Class No. 3000	Step 1	n/a	n/a	16.000	
	Step 2	n/a	n/a	18.500	

Advancement to Step 2

1. Change Room Host/Facility Attendant:  
Employees successfully completing twelve (12) calendar months of service and seventy-five (75) hours of service will be advanced to Step Two.
2. Dishwasher:  
Upon reaching a minimum of six (6) months employment and four-hundred and twenty (420) hours of satisfactory service, an employee will be advanced to Step Two.
3. Playcare Leader:  
Employees successfully completing twelve (12) calendar months of service and 392 hours of service will advance to Step Two.

4. Playcare Supervisor:  
Employees successfully completing twelve (12) calendar months of service and 882 hours of service will advance to Step Two.
5. Pottery Technician:  
Employees who have been in the position for six (6) calendar months and have completed 135 hours of satisfactory service will advance to Step Two.
6. Skate Attendant:  
Employees who have been in the position for seven (7) calendar months and have completed 104 hours of satisfactory service will advance to Step Two.
7. Slide Attendant/Game Leader:  
Employees successfully completing twelve (12) calendar months of service and seventy-five (75) hours of service will be advanced to Step Two.



ALPHABETICAL LISTING OF INSIDE CLASSIFICATIONS AND THEIR PAY GRADES

Class No.	Ref. Notes	Class Title	Pay Grade No.
1010	4.02(a), 5.02(c)(i)	Accounting Clerk I	13
1020	5.02(c)(iii)	Accounting Clerk II	17
1030	5.02(c)(iii)	Accounting Clerk III	20
2090	5.02(c)(iii)	Accounting Clerk IV	24
2120	4.02(a), 5.02(c)(i)	Accounting Clerk/Cashier I	13
1860	5.02(c)(iii)	Accounting Supervisor	26
1040	5.02(c)(ii)	Accounts Payable/Receivable Clerk I	15
2550		Administrative Supervisor – Recreation	20
1890	4.02(a), 5.02(c)(ii), 14.02(a)(i), Sch B(a), App 8	Aquatic Leader I	15 (7.5 hrs)
1450	4.02(a), 5.02(c)(iii), 14.02(a)(ii), Sch B(a), App 8	Aquatic Leader II	17 (7.5 hrs)
2450	5.02(c)(iii), 14.02(a)(i), Sch B(a), App 8	Aquatic Leader III	18 (7.5 hrs)
1440	5.02(c)(iii), 14.02(a)(i), Sch B(a), App 8	Aquatic Program Coordinator	20 (7.5 hrs)
2490	5.02(c)(iii), 14.02(a)(i)	Archivist	23
2500	5.02(c)(iii), 14.02(a)(i), App 3	Assistant Arts Coordinator/Curator	19
1870	5.02(c)(iii)	Assistant Deputy Clerk	22
2080	5.02(c)(iii)	Assistant Planner	26
1690	5.02(c)(iii), 14.02(a)(i), Sch B(a), App 8	Assistant Program Coordinator	18 (7.5 hrs)
2280	5.02(c)(iii), 14.02(a)(v), Sch B(b)	Building Maintenance Worker – Municipal Hall	16 (8 hrs)
1610	5.02(c)(iii), 14.02(a)(iii), 14.10	Business Systems Analyst	28
1110	5.02(c)(iii), 14.02(a)(v) Sch B(b)	Buyer	19 (8 hrs)
2430	5.02(c)(iii), 14.02(a)(v), Sch B(b)	Buyer 2	22 (8 hrs)
2900		Buyer – Transit	21
2420	5.02(c)(iii), 14.02(a)(v), Sch B(b)	Buyer/Maintenance Management System Operator	21 (8 hrs)
1750	5.02(c)(iii), 14.02(a)(iv)	Bylaw & Licencing Clerk	16
1570	5.02(c)(iii), 14.02(a)(iv), Sch B(b)	Bylaw Enforcement Officer	19 (8 hrs)
2890		Capital Asset Analyst	26
1150	4.02(a), 5.02(c)(i), 14.02(a)(i), Sch B(a)	Cashier & Registrations Clerk I	12 (7.5 hrs)

Class No.	Ref. Notes	Class Title	Pay Grade No.
1160	4.02(a), 5.02(c)(i), 14.02(a)(i), Sch B(a)	Cashier & Registrations Clerk II	13 (7.5 hrs)
2780		Cemetery Administration Coordinator	18
1170	4.02(a), 5.02(c)(i)	Clerk I	12
2079	5.02(c)(i)	Clerk I (Non-Permanent)	11
2079	5.02(c)(i), 14.02(a)(i), Sch B(a)	Clerk I (Non-Permanent) – Community Services	11 (7.5 hrs)
2079	5.02(c)(i), 14.02(a)(i), Sch B(b)	Clerk I (Non-Permanent) – Parks & Public Works	11 (8 hrs)
1180	5.02(c)(i)	Clerk II	13
1180	5.02(c)(i), 14.02(a)(ii), Sch B(a)	Clerk II – Transit Operations Support	13 (7.5 hrs)
1190	5.02(c)(iii)	Clerk III	17
1200	5.02(c)(iii)	Clerk IV	19
1210	5.02(c)(iii)	Clerk V	22
1220	4.02(a), 5.02(c)(i)	Clerk Stenographer I	12
1230	5.02(c)(i)	Clerk Stenographer II	13
1240	5.02(c)(ii)	Clerk Stenographer III	15
1240	5.02(c)(ii), 14.02(b)(iii), Sch B(b)	Clerk Stenographer III – Parks	15 (8 hrs)
1250	5.02(c)(iii)	Clerk Stenographer IV	17
1260	4.02(a), 5.02(c)(i)	Clerk Typist I	12
2069	5.02(c)(i)	Clerk Typist I (Non-Permanent)	11
2069	5.02(c)(i), 14.02(a)(i), Sch B(a)	Clerk Typist I (Non-Permanent) - Community Services	11 (7.5 hrs)
2069	5.02(c)(i), 14.02(b)(iii), Sch B(b)	Clerk Typist I (Non-Permanent) – Parks & Public Works	11 (8 hrs)
2160	5.02(c)(iii), 14.02(a)(v), Sch B(b)	Clerk/Buyer	17 (8 hrs)
2990		Communications Coordinator	21
1680	5.02(c)(iii), 14.02(a)(v), Sch B(b)	Communications Dispatcher	17 (8 hrs)
2310	5.02(c)(iii), 14.02(a)(i), Sch B(b)	Community Partnership Coordinator	22 (8 hrs)
2870		Cultural Affairs & Partnerships Assistant	19
1300	5.02(c)(iii), 14.02(a)(i), App 8	Cultural Program Coordinator	20
2360	5.02(c)(iii), 14.02(a)(iii), 14.10	Database Administrator/Analyst	26
2110	5.02(c)(iii)	Department Secretary	16
2660	4.02(a)	Dishwasher	Sch A, Anomalies
1320	5.02(c)(ii), 14.02(b)(iii), Sch B(b)	Dispatcher – Public Works/Parks	15 (8 hrs)
1360	5.02(c)(ii)	Engineering Assistant I	15
1370	5.02(c)(iii)	Engineering Assistant II	19
1380	5.02(c)(iii)	Engineering Assistant III	22

Class No.	Ref. Notes	Class Title	Pay Grade No.
1390	5.02(c)(iii)	Engineering Assistant IV	25
1400	5.02(c)(iii)	Engineering Assistant V	27
2650	5.02(c)(iii)	Engineering Outreach Coordinator	20
2480	5.02(c)(iii)	Engineering Technician	23
2240	5.02(c)(ii), Sch B(b)	Engineering & Transportation Operations Clerk	15 (8 hrs)
2370	5.02(c)(iii)	Environmental Protection Officer	25
3010		Events and Film Liaison	21
2680	5.02(c)(iii), 14.02(a)(i), 15.01(e), Sch B(b) and (d)(i)	Facilities Maintenance Engineer	19 (8 hrs)
2190	5.02(c)(iii), 14.02(a)(i) 15.01(e), Sch B(b) and (d)(i)	Facilities Maintenance Technician	21 (8 hrs)
1080	4.02(a), 5.02(c)(ii), 14.02(a)(i), 15.01(e), Sch B(b) and (d)(i)	Facilities Maintenance Worker I	15 (8 hrs)
1090	5.02(c)(iii), 14.02(a)(i), 15.01(e), Sch B(b) and (d)(i)	Facilities Maintenance Worker II	16 (8 hrs)
2020	5.02(c)(iii)	Finance Secretary	16
2220	5.02(c)(iii)	Financial Analyst	25
1580	5.02(c)(iii), 14.02(a)(i), Sch B(a), App 8	Fitness Program Coordinator	20 (7.5 hrs)
2270	4.02(a), 5.02(c)(i), 14.02(a)(i), App 9	Food Services Cook	10
2260	4.02(a), 5.02(c)(iii), 14.02(a)(i), Sch B(b), App 8, App 9	Food Services Coordinator	20 (8 hrs)
2210	4.02(a), 5.02(c)(i), 14.02(a)(i), App 9	Food Services Prep. Cook	910 (70% of PG 10's Steps)
1620	5.02(c)(iii), 14.02(a)(i), Sch B(a), App 8	General Program Coordinator	20 (7.5 hrs)
2960		Graphic Designer	21
1430	5.02(c)(iii), 14.02(a)(i), Sch B(a), App 8	Gymnastics Coach & Coordinator	20 (7.5 hrs)
2170	5.02(c)(iii), 14.02(a)(i), Sch B(a), App 8	Heritage Services Curator	23 (7.5 hrs)
1800	4.02(a), 5.02(c)(i)	Information Clerk	13
1790	5.02(c)(iii), 14.02(a)(iii), 14.10	Information Systems Help Desk Clerk	17
2670	5.02(c)(iii), 14.02(a)(iii), 14.10	Information Systems Help Desk Supervisor/Network Technician	22
1460	5.02(c)(iii)	Inspector – Trades I	24
1470	5.02(c)(iii)	Inspector – Trades II – Building	26
1470	5.02(c)(iii)	Inspector – Trades II – Electrical	26

Class No.	Ref. Notes	Class Title	Pay Grade No.
1470	5.02(c)(iii)	Inspector – Trades II – Plumbing	26
n/a		Intern/Mentoring, Lifeguard/Instructor I	Sch A, Anomalies
2230	5.02(c)(iii)	Land Development Technician	25
2510	5.02(c)(iii)	Land Records Coordinator	19
1480	5.02(c)(iii)	Landscape Technician	24
1120	5.02(c)(iii), 14.02(a)(iv)	License Inspector	21
1520	4.02(a), 5.02(c)(i), 14.02(a)(i), Sch B(a), App 2	Lifeguard/Instructor I	13 (7.5 hrs)
1530	4.02(a), 5.02(c)(i), 14.02(a)(i), Sch B(a), App 2	Lifeguard/Instructor II	14 (7.5 hrs)
2040	5.02(c)(iii)	Mapping Technician I	17
1930	5.02(c)(iii)	Mapping Technician II	21
1940	5.02(c)(iii)	Mapping Technician III	25
2840		Marketing & Communications Coordinator	21
2030	5.02(c)(iii), 14.02(a)(iii), 14.10	Microcomputer/Systems Network Support Analyst	24
3020	5.02(c)(iii), 14.02(a)(iii), 14.10	Network Analyst	25
1310	5.02(c)(iii), Sch B(b)	Operations Support Coordinator	23 (8 hrs)
2460	5.02(c)(iii), 14.02(b)(iii)	Park Planner	26
2340	5.02(c)(iii), 14.02(b)(iii), Sch B(b)	Park Planning Technician	22 (8 hrs)
1540	4.02(a), 5.02(c)(i)	Payroll Clerk I	12
1550	5.02(c)(iii)	Payroll Clerk II	16
1560	5.02(c)(iii)	Payroll Clerk III	19
1510	5.02(c)(iii)	Permits Clerk	17
1590	5.02(c)(iii)	Plan Checking Clerk – Inspector	23
2290	5.02(c)(iii)	Planning – Analyst	26
1850	5.02(c)(iii)	Planning Assistant III	21
2100	5.02(c)(iii)	Planning and Land Clerk	18
1700	5.02(c)(iii)	Planning Research Assistant	21
2350	5.02(c)(iii)	Plans Examiner	21
1600		Playcare Leader I	Sch A, Anomalies
n/a		Playcare Supervisor	Sch A, Anomalies
2770		Pottery Technician	Sch A, Anomalies
2580	5.02(c)(iii)	Production Assistant	19
1420	4.02(a), 5.02(c)(ii), 14.02(a)(i), App 8	Program Assistant	15
2200	5.02(c)(iii), 14.02(a)(i), Sch B(a), App 8	Program Services Coordinator	19 (7.5 hrs)

Class No.	Ref. Notes	Class Title	Pay Grade No.
1630	5.02(c)(iii), 14.02(a)(iii), 14.10	Programmer – Analyst	26
2250	5.02(c)(iii), Sch B(b)	Public Works Technician	22 (8 hrs)
1640	4.02(a), 5.02(c)(i), 14.02(a)(v)	Purchasing Clerk I	12
1650	4.02(a), 5.02(c)(i), 14.02(a)(v)	Purchasing Clerk II	13
1660	5.02(c)(iii), 14.02(a)(v)	Purchasing Clerk III	18
2130	5.02(c)(iii)	Records Management Coordinator	22
2050	5.02(c)(iii), 14.02(a)(i), App 8	Recreation Access Coordinator	19
1830	4.02(a), 5.02(c)(i), 14.02(a)(i)	Recreation Facility Clerk	14
1960	5.02(c)(iii), 14.02(a)(i)	Recreation Facility Clerk/Supervisor	16
1820	5.02(c)(iii), 14.02(a)(i), Sch B(a), App 8	Recreation Program Coordinator – Youth	20 (7.5 hrs)
1910	5.02(c)(iii), 14.02(a)(i), Sch B(a), App 8	Recreation Services Supervisor	25 (7.5 hrs)
1900	5.02(c)(iii), 14.02(a)(i), Sch B(a), App 8	Recreation Supervisor	23 (7.5 hrs)
2150	5.02(c)(iii), 14.02(a)(v), Sch B(b)	Risk Management Coordinator/Buyer	19 (8 hrs)
2140	5.02(c)(iii)	Road & Bridge Technologist	25
2860		SCADA Technologist	25
1730	5.02(c)(iii)	Secretary to the Director of Parks & Community Services	16
1720	5.02(c)(ii)	Secretary to the Municipal Clerk	15
2690	5.02(c)(iii), 14.02(a)(v), Sch B(b)	Senior Buyer	24 (8 hrs)
2910		Senior Bylaw Enforcement Officer	21
1740	5.02(c)(iii), 14.02(a)(i), Sch B(a), App 8	Senior Citizens Program Coordinator	20 (7.5 hrs)
1970	5.02(c)(iii), 14.02(a)(i), App 8	Senior Citizens Program Volunteer Coordinator	19
2980		Senior Network Administrator	30
2740		Skate Attendant	Sch A, Anomalies
2560		Slide Attendant/Game Leader	Sch A, Anomalies
2800		Sport Field Scheduler	14
1760	4.02(a), 5.02(c)(iii), 14.02(a)(iv), Sch B(b)	Storekeeper – Operations Centre	17 (8 hrs)
1770	5.02(c)(iii), 14.02(a)(v), Sch B(b)	Storekeeper/Buyer – Municipal Yard	19 (8 hrs)
1770	5.02(c)(iii), 14.02(a)(ii), Sch B(b)	Storekeeper/Buyer – Transit	19 (8 hrs)

Class No.	Ref. Notes	Class Title	Pay Grade No.
2000	5.02(c)(iii)	Supervisor Accounts Payable & Receivable	19
1920	5.02(c)(iii), 14.02(a)(i), App 8	Supervisor – Cultural Services	22
1100	5.02(c)(iii)	Supervisor of Inspections	28
2300	5.02(c)(iii), 14.02(a)(iv), Sch B(b)	Supervisor – Permits, Licences & Bylaws	24 (8 hrs)
1780	5.02(c)(iii)	Supervisor – Taxes & Utilities	19
1130	4.02(a), 5.02(c)(i)	Taxes & Utilities Clerk I	13
1140	5.02(c)(ii)	Taxes & Utilities Clerk II	16
2760	5.02(c)(iii), 14.02(a)(iii)	Technical Support Specialist	21
2070	5.02(c)(iii)	Traffic Technologist	25
2400	5.02(c)(iii), 14.02(a)(ii), Sch B(b) and (d)(ii)	Transit Services Coordinator I	21 (8 hrs)
2410	5.02(c)(iii), 14.02(a)(ii), Sch B(b) and (d)(ii)	Transit Services Coordinator II	23 (8 hrs)
2920		Transportation Planning Analyst	25
2640		Utilities Technician	23
2060	5.02(c)(iii)	Utility Technologist	25
2180	5.02(c)(iii), 14.02(a)(i), Sch B(a), App 8	Visual Arts Coordinator	22 (7.5 hrs)
1990	5.02(c)(iii)	Web Support Specialist	21
2530/	4.02(a), 5.02(c)(i),	Weight Room Attendant I/II	12/13
2540	14.02(a)(i), Sch B(a) and(c), App 21		(7.5 hrs)
2520		Youth Outreach Worker	20

- (a) Incumbents to be paid an additional five (5) hours per pay period based on their regular base hourly rate of pay when required to work a thirty-seven and one-half (37½) hour week.
- (b) Incumbents to be paid an additional ten (10) hours pay per pay period based on their regular base hourly rate of pay when required to work a forty (40) hour week.
- (c) Weight Room Attendant I's are hired at PG 12, Step One and are Attendants with no previous experience. Upon reaching a minimum of six (6) months and two hundred and forty (240) hours of satisfactory service, all employees will be advanced to PG 13, Step One (Weight Room Attendant II). Steps 2 through 5 are not applicable to Weight Room Attendant I's in PG 12.
- (d) (i) A. Employees working in Maintenance Worker classifications in Community Services facilities shall qualify to receive eighty-five cents (85¢) per hour shift differential for hours worked outside 9:00 a.m. to 7:00 p.m. daily in accordance with (d)(i)(B) below.

- B. Shift differential referred to in (d)(i)(A) above shall be payable for all regular hours worked more than one (1) hour on either side of the recognized normal or standard daily hours, provided that where the majority of an Employee's regular hours fall outside the period described in (d)(i)(A) above, the shift differential shall apply to the entire shift.
  
- (ii) A. Transit Service Coordinators required to work shifts outside of 8:00 a.m. to 4:00 p.m. daily, including Saturday and Sunday shall qualify for a shift differential of eighty-five cents (85¢) per hour for all hours worked outside of 8:00 a.m. and 4:00 p.m.
  
- B. Shift differential referred to above shall be payable for all regular hours worked more than one (1) hour on either side of the recognized daily hours, provided that where the majority of an Employee's regular hours fall outside of the period of 8:00 a.m. to 4:00 p.m. the shift differential shall apply to the entire shift.

OUTSIDE EMPLOYEES ON HOURLY RATES

1.75%	2013 January 1
1.75%	2014 January 1
2.00%	2015 January 1
TBA*	2016 ?

\*see Article 5.01(a)

Spec.	Ref.	Job Title	2013	2014	2015	2016
3100-01	Sch C(g)	Blacktop Raker - Skilled	26.547	27.011	27.551	
3290-01		Bridge Worker	27.434	27.914	28.472	
3193		Building Maintenance Worker - (Recreation) Trades	33.220	33.802	34.478	
3140-01		Carpenter 1 - Basic	27.434	27.914	28.472	
3140-02		Carpenter 2 - Semi-Skilled	31.127	31.672	32.306	
3140-03		Carpenter 3 - Skilled (with TQ)	34.931	35.542	36.253	
3270-01	14.02(b) (ii), Sch C(g)	Cemetery Attendant	27.713	28.198	28.762	
3960-01	5.02(c)(iii)	Community Forester	34.147	34.744	35.439	
3960-02			35.576	36.198	36.922	
3960-03			37.086	37.735	38.490	
3960-04			38.688	39.365	40.152	
3960-05			40.318	41.023	41.844	
3090-01	Sch C(g)	Concrete Finisher (Trowel Work) 1 – Maintenance	26.547	27.011	27.551	
3090-02		Concrete Finisher (Trowel Work) 2 – Construction	27.434	27.914	28.472	
3920-01		Concrete Finisher – Formsetter	28.305	28.800	29.376	
3930-01		District Arborist	33.220	33.802	34.478	
3170-01		Electrician	36.655	37.297	38.043	
3910-01	Sch C(b)	Equipment Maintenance Supervisor (Step 1)	37.243	37.894	38.652	
3910-02	Sch C(b)	Equipment Maintenance Supervisor (Step 2)	38.664	39.341	40.127	
3250-01	14.02(b) (i)	Equipment Operator 1	26.731	27.199	27.743	
3250-02		Equipment Operator 2	27.713	28.198	28.762	
3250-03		Equipment Operator 3	29.143	29.653	30.246	
3610-01	Sch C(b)	Foreman	31.273	31.820	32.457	
3610-02	and (g),		32.532	33.101	33.763	
3610-03	App 1		33.827	34.419	35.107	
3210-01		Gardener – Basic	27.434	27.914	28.472	
3210-02		Gardener 1 - Semi-skilled	31.127	31.672	32.306	
3210-03	Sch C (f)	Gardener 2 - Skilled	33.220	33.802	34.478	
3970	14.02(b) (ii), App 11	Golf Attendant (Permanent 9-10 months per year)	23.241	23.647	24.120	
			24.667	25.099	25.601	
			26.097	26.554	27.085	
3070-03		Greenskeeper 1 - Skilled	26.097	26.554	27.085	
3070-04		Greenskeeper 2 - In Charge of Crew	31.127	31.672	32.306	



SCHEDULE "C" TO THE 2013 - 2016 COLLECTIVE AGREEMENT BETWEEN THE MUNICIPALITY AND THE ASSOCIATION

Total of 7 Pages

Spec.	Ref.	Job Title	2013	2014	2015	2016	
3020	Sch C (a), (d), and (g)	Labourer	23.241	23.647	24.120		
			24.667	25.099	25.601		
			26.097	26.554	27.085		
3510-01	Sch C (e)	Lead Hand	27.845	28.332	28.899		
3510-02			28.955	29.462	30.051		
3150-01	14.02(b) (iv), Sch C(k) and (l), App 13	Mechanic - Basic	27.434	27.914	28.472		
3150-02		Mechanic - Semi-skilled	31.127	31.672	32.306		
3150-03		Mechanic - Skilled (with TQ)	34.931	35.542	36.253		
3230-01		Nursery Worker 2	33.220	33.802	34.478		
3130-01		Painter - Basic	27.434	27.914	28.472		
3130-02		Painter - Semi-skilled	31.127	31.672	32.306		
3130-03		Painter 3 – Skilled (with TQ)	33.220	33.802	34.478		
3030-01	14.02(b)(v), Sch C(a) and (d), App 14	Park Attendant	23.241	23.647	24.120		
			24.667	25.099	25.601		
			26.097	26.554	27.085		
3260-01		Parks GPS & Mapping Project Assistant	24.667	25.099	25.601		
3050-01		Park Utility Worker - Basic	27.434	27.914	28.472		
3050-02		Park Utility Worker - Semi-skilled	31.127	31.672	32.306		
3050-03		Park Utility Worker - Skilled	33.220	33.802	34.478		
3110-01	Sch C(g)	Pipefitter & Caulker	27.434	27.914	28.472		
3130-05		Sign Maker – Basic	27.434	27.914	28.472		
3130-06		Sign Maker – Semi-skilled	31.127	31.672	32.306		
3130-07		Sign Maker – Skilled	33.220	33.802	34.478		
3220-01		Stonemason 1 – Basic	27.434	27.914	28.472		
3220-02		Stonemason 2 – Semi-skilled	31.127	31.672	32.306		
3220-03		Stonemason 3 – Skilled (with TQ)	33.220	33.802	34.478		
3710	Sch C(b), App 1	Supervisor III	Step 1	34.160	34.757	35.452	
3940		Supervisor III (Golf/Sports Fields Operations)	Step 2	35.536	36.158	36.881	
			Step 3	36.954	37.600	38.352	
3240-04		Tandem Axle Operator (Truck Driver 3)	27.713	28.198	28.762		
3240-05		Tandem Axle Operator II (Tank Trailer)	28.068	28.559	29.130		
3200-01		Technical and General Utility Worker	31.127	31.672	32.306		
3810-01	Sch C(b)	Trades Foreman	35.542	36.164	36.888		
3980		Treatment Operator in Training – Level 1			29.750		
		Treatment Operator in Training – Level 2			31.020		
3240-03		Truck Operator 2B	27.221	27.698	28.251		
3180-01	Sch C(g)	Utility Worker – Basic	27.434	27.914	28.472		
3180-02		Utility Worker – Semi-skilled	31.127	31.672	32.306		
3180-03		Utility Worker – Skilled	33.220	33.802	34.478		

Spec.	Ref.	Job Title	2013	2014	2015	2016
3950-01		Water Treatment Plant Operator – Level 1	31.123	31.668	32.301	
3950-02		Water Treatment Plant Operator – Level 2	33.936	34.530	35.220	
3950-03		Water Treatment Plant Operator – Level 3	35.933	36.562	37.293	
3160-01		Welder – Basic	27.434	27.914	28.472	
3160-02		Welder – Semi-skilled	31.127	31.672	32.306	
3160-03		Welder – Skilled	33.220	33.802	34.478	
3040-01		Wilderness Park Attendant	27.434	27.914	28.472	
3080-01		Yard Labourer/Stores Assistant	29.143	29.653	30.246	

### NOTES TO SCHEDULE "C"

(a) Probation	<p>Probation period for all classifications is twelve (12) months except Labourer/Park Attendant – Step 1 which is six (6) months.</p> <p>Labourers and Park Attendants will advance from Step 1 to Step 2 of their pay scale once they have completed 1040 hours (six months full- time equivalent) of service subject to satisfactory performance.</p>
(b) Supervisor – Progression	<p>Employees who are employed as Foremen, Lead Hand, or Supervisors at Step 1 shall be entitled to an increment to Step 2 of their salary scale upon satisfactory performance relative to the work and twelve (12) months consecutive service in the Foreman, Lead Hand, or Supervisor position and upon successful completion of specific courses. (Please refer also to Appendix 1.)</p>
(d) Class Spec. 3020 & 3030	<p>Labourers and Park Attendants progression from Step 1 to Step 2 will require a term of one year in the position, performing duties satisfactory to the position and successful completion of specified courses.</p> <p>Labourers and Park Attendants will advance from Step 2 to Step 3 of their pay scale once they have completed an additional 2080 hours (twelve months full-time equivalent) of service subject to satisfactory performance and successful completion of specified courses.</p>

(e) Class Spec. 3510	<ol style="list-style-type: none"> <li>1. The Lead Hand classification shall be used for temporary assignments only.</li> <li>2. Progression from Step 1 to Step 2 of the Lead Hand wage scale shall occur following satisfactory performance and the completion of twelve (12) months consecutive service or 2080 hours (260 payroll days) worked as a Lead Hand.</li> <li>3. Notwithstanding (2), the principle to be followed when determining the level of pay for acting Lead Hand is that they will be paid a rate which is higher than the highest paid classification supervised.</li> </ol>
(f) Class Spec. 3213	<p>Employees working in the position of Gardener – Skilled shall be paid a premium of thirty cents (30¢) per hour when overseeing three (3) or more students from the Capilano College Horticulture program.</p>
(g) Dirty Money	<ol style="list-style-type: none"> <li>1. Employees shall be paid a premium of fifty cents (50¢) per hour for the time they are in direct contact with raw sewage.</li> <li>2. Blacktop laying, fifty cents (50¢) per hour in addition to Employee's regular hourly rate payable to each Employee who comes in physical contact with the blacktop being spread. The minimum amount paid shall be two dollars and forty cents (\$2.40) in a normal working day.</li> <li>3. Employees disinterring uncremated human remains shall be paid a premium of one and one-half (1½) times their normal hourly rate of pay for each hour so engaged.</li> </ol>
(h) Clothing and Boots	<p>Effective 2014 July 21:</p> <ol style="list-style-type: none"> <li>(a) Except as provided in paragraph (b) below, Permanent Full-Time Employees who are required by the Employer to wear safety work boots shall be paid an allowance of twenty-five dollars (\$25.00) on September 1<sup>st</sup> of each year, commencing 2013 September 01. Effective 2015 September 01, this amount shall be adjusted to fifty dollars (\$50.00).</li> <li>(b) Each member of the grass crew will receive forty dollars (\$40) per year towards protective clothing. If the article of clothing purchased with the forty dollars (\$40) wears out within the season as a result of use on the job, the</li> </ol>

	Employee may request of the Section Manager consideration of a further forty dollars (\$40) payment to replace the article.
(i) Gloves	Provision of Gloves – See Letter of Understanding (Appendix 9).
(j) Shift Differential	<ol style="list-style-type: none"> <li>1. Shift differential, as outlined in (2) and (3) below will only be paid for the hours worked more than one (1) hour on either side of the normal working hours of 7:30 a.m. to 4:00 p.m. or 7:30 a.m. to 6:00 p.m. (Garage) provided that where the majority of an Employee's time falls outside the hours of 7:30 a.m. to 4:00 p.m. or 7:30 a.m. to 6 p.m. (Garage) the shift differential shall apply to the entire shift.</li> <li>2. Mechanics required to work on an evening shift shall be paid eighty-five cents (85¢) per hour above their regular hourly rate, while so employed and as outlined in (1) above.</li> <li>3. Sweeper Operator required to work morning and evening shifts shall be paid an hourly premium of eighty-five cents (85¢) per hour above the Sweeper Operator regular hourly rate while so employed and as outlined in (1) above.</li> <li>4. During the winter months, where a Winter Night Patrol Shift is established by the Roads &amp; Transportation Manager, the Employee so appointed to this shift, in addition to their regular hourly rate of pay, shall receive a shift differential of eighty-five cents (85¢) per hour for the regular hours worked on their shift.</li> <li>5. Shift differential referred to in this Schedule "C" shall not apply to shifts created under Section 14.08, Emergency Conditions.</li> </ol>
(k) Apprenticeship	<p>At the Employer's discretion, Apprentice rates shall be the same as the Labourer/Park Attendant (Step 2) rate for the duration of an apprenticeship.</p> <p>Apprentices, while they are attending courses set by a training authority acceptable to the Municipality during each year of their apprenticeship, shall apply for allowances granted by Labour Canada and shall sign these over to the Municipality. The Municipality shall continue to pay the Apprentice at their regular rate of pay. If an Apprentice fails to turn over allowances to the Municipality, they shall be paid</p>

	<p>the difference between their regular rate of pay and the allowances received.</p>
<p>(l) Non-standard Hours – Garage</p>	<ol style="list-style-type: none"> <li>1. <u>Section 14.02 “Hours of Work - Outside Employees”</u> This Section is waived.</li> <li>2. <u>Meal Breaks</u> A one half (½) hour lunch break and two (2) paid rest periods of ten (10) minutes each will normally be allowed to each Employee during their working shift.</li> <li>3. <u>Cancellation</u> Two (2) weeks’ notice will be given by the Municipality to cancel the four (4) day work week and return to a standard five (5) day work week. The Association is not able to cancel the four (4) day work week.</li> <li>4. <u>Temporary Cancellation</u> The temporary cancellation of shifts may occur in the case of:             <ol style="list-style-type: none"> <li>a. Emergency - as defined by the Employer, or Shortage of work, or</li> <li>b. Shortage of manpower.</li> <li>c. Temporary cancellations will not occur without prior consultation with the Association, and, except in case of emergency cancellation where it may not be possible to provide notice, twenty-four (24) hours’ notice of shift cancellation shall be provided to the Employees and to the Association. Notification will be deemed ‘given to all’ if the majority of the Employees in the Section are notified.</li> </ol> </li> <li>5. <u>Time Free From Work</u> A minimum of twelve (12) hours’ time off between shifts shall be allowed (subject to emergencies), except where overtime has been worked by the Employee on their previous shift.</li> <li>6. <u>Overtime</u> Overtime will be paid on time worked in excess of ten (10) hours of work with overtime rates as shown in the current Collective Agreement.</li> <li>7. <u>Shift Differential</u> No shift differential shall be paid for the ten (10) hour normal shift.</li> </ol>

8. Statutory Holidays

- a. Employees may revert to an eight (8) hour shift for the week of a Statutory Holiday with the Statutory Holiday being paid eight (8) hours, or
- b. Employees may, if staff levels allow, continue the ten (10) hour shifts and be paid ten (10) hours for the Statutory Holiday. To make up for the additional two (2) hours paid on the Statutory Holiday, Employees can use two (2) hours out of their respective Banks (Vacation; Overtime or Gratuity). If they have no time in their Banks, then the two (2) hours will be Unpaid Leave-of-Absence, or
- c. Employees may make up the two (2) hours pay during Statutory Holiday weeks by working forty (40) minutes extra on each of the three working days in the Statutory Holiday weeks, or
- d. Employees may spread the two (2) hours over a greater number of days (but in the same pay period), however the time worked has to be meaningful (i.e. not a few minutes here or there).

9. Emergency Shift Change – Move to 5-day work week

- a. Regardless of what day of the week the move from ten (10) hours per day to eight (8) hours per day occurs, the Mechanic must have made up their forty (40) hours by the end of that week.
- b. Overtime would only be paid as per the Collective Agreement. That is, first two (2) hours at time and one-half (1½x) and the balance at double time (2x) after the ten (10) hours were worked that day or if the Mechanic had reached their forty (40) hour total for that week. Where a Mechanic has completed their forty (40) hours in that week, the first two (2) hours immediately following the completion of the forty (40) hours is paid at time and one-half (1½x) and all hours after that are paid at double time (2x).
- c. When the snow removal or emergency condition is over Mechanics will move from the eight (8) hour/five (5) day week to a ten (10) hour/four (4) day week at the beginning of the next full week.
- d. It should be noted that Mechanic(s) may be working a ten (10) hour day at straight time while other Mechanics would be working on overtime. This anomaly is considered operationally acceptable.

## BENEFITS AND TERMS OF EMPLOYMENT FOR TEMPORARY AND CASUAL EMPLOYEES

### D.1 Qualification for Pay in Lieu of Benefits

Casual Employees and Temporary Employees will receive twelve percent (12%) of regular earnings which premium payment shall be considered to be in lieu of all benefits including those providing time off with pay. For benefits such as bereavement leave, the Employee is entitled to the time off without pay (prorated if the Employee is not working as a Temporary full-time.)

### D.2 Municipal Pension Plan contributions shall commence [for those qualified under the terms of the *Public Sector Pension Plans Act*] on the first (1<sup>st</sup>) day of the pay period following Permanent status. Participation in the Municipal Pension Plan shall be in accordance with the *Public Sector Pension Plans Act*.

The following will affect any Employee who was contributing to the Municipal Pension Plan as of 1988 June 29 and who on that date or thereafter changed (or had changed for them) their Employee status to the point where they became entitled to choose to receive or received a percentage of their pay in lieu of fringe benefits.

- (a) Where an Employee is contributing to the Municipal Pension Plan and that Employee's status changes to qualify them to receive a percentage of their pay in lieu of fringe benefits, the *Public Sector Pension Plans Act* requires that Employee to continue to contribute to the Plan regardless. The Employer is also required by the *Act* to continue its contributions to the Plan.

### D.3 Statutory Holidays

Statutory Holiday time off shall be provided in accordance with Article 11 of the Collective Agreement. Pay for time worked on a Statutory Holiday shall be paid at one and one-half (1½) times the Employee's regular hourly rate of pay. (No pay is paid for the day off observed for the Statutory Holiday. Pay is included in the percentage in lieu.)

### D.4 Overtime

#### (i) Overtime Entitlement

Overtime for Temporary or Casual Employees commences only when the full-time daily and/or full-time weekly hours are passed.

**(ii) Overtime Pay**

This section shall apply only to Employees who are not Permanent Full-time or are not Temporary Full-time.

Employees who are required to work overtime shall be paid for such overtime as follows:

- (a) Time and one-half (1½x) for the first four (4) hours worked in excess of the normal daily hours in a day.
- (b) Double (2x) time for hours worked beyond four (4) hours in excess of the normal daily hours in a day.
- (c) Where Employees have already performed work on five (5) days during the week, time and one-half (1½x) for any hours worked prior to noon on their sixth (6<sup>th</sup>) day of work in that week, double time for any hours worked after 12 noon on their sixth (6<sup>th</sup>) day, and double time for all hours worked on their seventh (7<sup>th</sup>) day of work in that week.
- (d) For the purposes of applying overtime rates, normal daily hours and normal weekly hours shall be those assigned to the equivalent Permanent Full-time classifications.
- (e) For the purposes of this Section D.4 (ii), "week" is defined as any five (5) working days, during a week, Saturday to Friday.

**(iii) Meal Breaks and Meal Allowances**

This section shall apply only to Employees who are not Permanent Full-time or are not Temporary Full-time.

- (a) Employees to whom this Article D.4 applies who are relieving in a Full-time position shall be eligible for Meal Breaks and Meal Allowances pursuant to Article 15 of the Collective Agreement under the same terms and conditions that are applicable to a Permanent Full-time Employee.
- (b) Employees to whom this Article D.4 applies who are required to work on their sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of the week pursuant to Sub-section D.4 (ii)(c) above shall be eligible for Meal Periods and Meal Allowances pursuant to Article 15 of the Collective Agreement, except that the paid Meal Period will be at the applicable overtime rate pursuant Sub-section D.4 (ii)(c) above.



**D.5 Dismissal Notice**

All Employees other than Permanent Full-time or Permanent Part-time shall be subject to dismissal on one (1) days' notice.

## REGULAR AND SUPPLEMENTARY VACATION

### Explanation of the Table

- (i) The upper figures show the number of working days\* of regular annual vacation.
- (ii) The "5+" figures are the number of working days\* of supplementary vacation, and appear in the calendar year in which they are credited to an Employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited, but prior to the one in which the next five (5) days are credited.

Employees will be credited with five (5) supplementary working days at the start of their eleventh (11<sup>th</sup>), sixteenth (16<sup>th</sup>), twenty-first (21<sup>st</sup>), twenty-sixth (26<sup>th</sup>), thirty-first (31<sup>st</sup>), thirty-sixth (36<sup>th</sup>), forty-first (41<sup>st</sup>) and forty-sixth (46<sup>th</sup>) calendar years.

\*Entitlement in working days is based upon a five (5) day work week.

SCHEDULE "E" TO THE 2013 - 2016 COLLECTIVE AGREEMENT BETWEEN THE MUNICIPALITY AND THE ASSOCIATION

Total of 2 Pages

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
<b>HIRED</b>																		
1973	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30
1974	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30
1975	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5
1976	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30
1977	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30
1978	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30
1979	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30
1980	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5
1981	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30
1982	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30
1983	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30
1984	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30
1985	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5
1986	25	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30	30
1987	25	25	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30	30
1988	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30	30
1989	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5	30
1990	25	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30	30	30	30	30+5
1991	25	25	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30	30	30	30
1992	25	25	25	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30	30	30
1993	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30	30
1994	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5	30
1995	20	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30	30	30	30	30+5
1996	20	20	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30	30	30	30
1997	20	20	20	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30	30	30
1998	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30	30
1999	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5	30
2000	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25	25	30	30	30+5
2001	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25	25	30	30
2002	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25	25	30
2003	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25	25
2004	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5	25
2005	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25	25+5
2006	15	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25	25
2007	15	15	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25	25
2008	PR	15	15	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25	25
2009		PR	15	15	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5	25
2010			PR	15	15	15	15	15	15	20	20	20	20+5	20	20	20	20	25+5
2011				PR	15	15	15	15	15	15	20	20	20	20+5	20	20	20	20
2012					PR	15	15	15	15	15	15	20	20	20	20+5	20	20	20
2013						PR	15	15	15	15	15	15	20	20	20	20+5	20	20
2014							PR	15	15	15	15	15	15	20	20	20	20+5	20
2015								PR	15	15	15	15	15	15	20	20	20	20+5
2016									PR	15	15	15	15	15	15	20	20	20

LETTER OF UNDERSTANDING  
between  
The Corporation of the District of West Vancouver  
and  
The West Vancouver Municipal Employees' Association

**Re: Advancement Qualification Requirements for  
Foreman and Supervisor Classification Positions**

This Letter of Understanding confirms an agreement reached between the Parties during the 2003/2004 negotiations that:

Any Employee in a permanent position of the Foreman or Supervisor classification will receive written notification specifying additional qualifications (if any) required to enable advancement to the next salary step within the classification. This written notification will be provided to the Employee and copied to the WVMEA at the time the Employee receives their initial appointment letter to the position and at attainment of Step 2 in the pay scale where applicable.

Further, if, upon being hired into these classifications, the Employee is required to attain further qualifications as a condition of employment during the probation period, this will be clearly outlined in the appointment letter.

Dated this 1<sup>st</sup> day of April, 2004 in West Vancouver in the Province of British Columbia. Re-signed July 3, 2008. Re-signed July 21, 2014.

For the District of West Vancouver

For the Association

*"Lauren Hughes"*

\_\_\_\_\_  
Lauren Hughes, Director  
Human Resources & Payroll Services

*"Bruce Scott"*

\_\_\_\_\_  
Bruce Scott,  
Business Manager, WVMEA

LETTER OF UNDERSTANDING  
between  
The Corporation of the District of West Vancouver  
and  
The West Vancouver Municipal Employees' Association

**Re: Aquatics Optional Sixth and/or Seventh Consecutive Working Day**

This Letter of Understanding reflects the agreements between the parties regarding the Aquatics Sixth (6<sup>th</sup>) and the newly implemented Seventh (7<sup>th</sup>) Working Days Proposal.

Non-regular Lifeguards/Instructors in the Aquatic Division working in the areas of programming, instruction, and service provision will be given an option to work up to seven (7) days in a week. Employees affected by the LOU are guaranteed a two-hour shift.

It is understood and agreed that this provision shall only apply to areas exempted by Section 34(e) of the Employment Standards Regulations. The only area impacted at this time would be those staff employed at the Aquatic Centre. No other areas of the Municipality would be impacted by this exemption.

It is further understood and agreed that any hours in excess of the normal daily or weekly maximum for that particular classification would be compensated at the appropriate overtime rates of pay for all hours so worked.

Employees wishing to utilize the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) day option will be required to complete the "Optional Sixth and/or Seventh Day Work Form" which shall be kept on record until revoked by the Employee.

Dated 1997 July 3 in West Vancouver in the Province of British Columbia. Re-signed May 4, 2004. Re-signed July 3, 2008. Re-signed July 21, 2014.

For the District of West Vancouver

For the Association

*"Lauren Hughes"*

\_\_\_\_\_  
Lauren Hughes, Director  
Human Resources & Payroll Services

*"Bruce Scott"*

\_\_\_\_\_  
Bruce Scott,  
Business Manager, WVMEA

LETTER OF UNDERSTANDING  
between  
The Corporation of the District of West Vancouver  
and  
The West Vancouver Municipal Employees' Association

**Re: Assistant Arts Coordinator/Curator**

The parties agreed that the position of Assistant Arts Coordinator/Curator be included in the Collective Agreement as a bargaining unit position (2006). It is understood and agreed that the position was established in accordance with the following:

1. The position of Assistant Arts Coordinator/Curator is recognized and established as a 21 hour per week permanent part-time position. Full time hours for this position would be 35 hours per week.
2. Assistant Arts Coordinator/Curator was established July 29, 2006 and included in the Association. Position added to agreement, 2008.
3. Assistant Arts Coordinator/Curator was established at Pay Grade 18 (see Schedule B on page 58 of Agreement for current Pay Grade).
4. The Assistant Arts Coordinator/Curator position has a probation period of twelve (12) months.
5. All terms and conditions of the Collective Agreement apply to the position of Assistant Arts Coordinator/Curator.
6. A minimum of forty-eight (48) hours notice will be given in the event of a schedule requiring change.

Dated this 28 of July, 2006. Re-signed July 3, 2008. Re-signed July 21, 2014.

For the District of West Vancouver

For the Association

*"Lauren Hughes"*

*"Bruce Scott"*

\_\_\_\_\_  
Lauren Hughes, Director  
Human Resources & Payroll Services

\_\_\_\_\_  
Bruce Scott,  
Business Manager, WVMEA

LETTER OF UNDERSTANDING  
between  
The Corporation of the District of West Vancouver  
and  
The West Vancouver Municipal Employees' Association

**Re: Benefit Details for WVMEA Members After Age 65**

Further to the provincial government's legislation regarding the end to mandatory retirement at age 65, effective January 1, 2008, the following is a summary of the benefits the Employee will be eligible to participate in, if he/she works after the age of 65, as per the terms of the Collective Agreement:

- a. BC Medical (MSP), Dental and Extended Health benefits continue until termination.
- b. Pension rules remain as per defined by the Municipal Pension Plan. At time of writing, it is understood that Employees may contribute to the pension plan for a total of 35 years when they reach maximum benefit and it is also understood that the Employee must begin collecting the pensionable benefit to which they are entitled no later than the end of the year in which they turn 69 years of age.
- c. Long-term Disability coverage ends at age 65.
- d. Group Life benefits discontinue at age 65.
- e. Any other benefit provisions (e.g. WorkSafeBC) will be provided as per the rules and regulations of those plans.

It is understood that as this is a relatively new working age group for both parties since the legislation has been enacted, should there be any misunderstanding of any details, advice of same will be provided to the other party in writing at the earliest opportunity.

Dated this 3rd of July, 2008. Re-signed July 21, 2014.

For the District of West Vancouver

For the Association

*"Lauren Hughes"*

*"Bruce Scott"*

\_\_\_\_\_  
Lauren Hughes, Director  
Human Resources & Payroll Services

\_\_\_\_\_  
Bruce Scott,  
Business Manager, WVMEA

LETTER OF UNDERSTANDING  
between  
The Corporation of the District of West Vancouver  
and  
The West Vancouver Municipal Employees' Association

**Re: Dishwashers**

The parties agree that the position of Dishwasher was included in the Collective Agreement as a bargaining unit position February 24, 2007. It is understood and agreed that the position was established in accordance with the following:

1. The parties agree that the two (2) permanent PT positions (28 hours/week) will be maintained.
2. All positions shall have a recognized full-time equivalent shift of seven (7) hours per day, 35 hours per week.
3. Current pay rates are notes in Schedule "A" - Anomalies Table.
4. The Dishwasher position has a probation period of six (6) months.
5. Employees who have been in the position for six months and have completed 420 hours of satisfactory service will advance to Step Two.
6. Casual and/or permanent part-time schedules may fluctuate based on seasonality and may exceed the threshold for "casual" or the employee's permanent part-time assignment at various times. This will not result in the establishment of either a permanent position or an increase to the employee's permanent part-time assignment, so long as the increase is not of a continuous nature as outlined in Article 4.01 of the Collective Agreement.
7. Both parties recognized that the kitchen is a seven day a week operation and permanent schedules may vary based on operational needs and/or seasonality.
8. All applicable terms and conditions of the Collective Agreement apply.

**Historical Note:**

Original Pay Rates for the classification were established as: Step One - \$10.00/hour and Step Two - \$11.00 hour.\* These pay rates are not a part of the Collective Agreement pay grades, but were set out separately in Schedule "A" (Anomaly Table). Additionally, language was added to "Notes to Schedule 'A'" specifying the step increase from Step One to Step Two.



Dated this 21 of February, 2007. Re-signed July 3, 2008. Re-signed July 21, 2014.

For the District of West Vancouver

For the Association

*"Lauren Hughes"*

*"Bruce Scott"*

\_\_\_\_\_  
Lauren Hughes, Director  
Human Resources & Payroll Services

\_\_\_\_\_  
Bruce Scott,  
Business Manager, WVMEA

\*Note: Please see the "Anomalies Table" in Schedule A for current rates.

LETTER OF UNDERSTANDING  
between  
The Corporation of the District of West Vancouver  
and  
West Vancouver Municipal Employees' Association

**Re: Bargaining Subcommittee on Emergency Planning Terms of Agreement**

The principles that follow are those agreed to by the parties, to be adhered to in an extensive EOC Activation Level 2 emergency situation or an EOC Activation Level 3 emergency situation.

**Definitions\***

\*As outlined in JI Level 2 EOC Operational Guidelines Manual

**EOC Activation Level 1:**

Small event; 1 site; two or more agencies involved; **potential threat** of flood, severe storm, interface fire. (NB. Potential threat may require activation of EOC level 2, depending on circumstances.)

**EOC Activation Level 2:**

Moderate event; 2 or more sites; several agencies involved; major scheduled event (e.g. conference or sporting event); limited evacuations; some resources/support required; PEP/PREOC limited activation.

**EOC Activation Level 3:**

Major event; multiple sites; regional disaster; multiple agencies involved; extensive evacuations; resources/support required; PREOC activation.

**PEP:** Provincial Emergency Program

**PREOC:** Provincial Regional Emergency Operations Centre

**DISTRICT OF WEST VANCOUVER**

1. The District recognizes that employees' first concern will be to ensure that their immediate family members are safe.
2. The safety and health of District employees is of primary importance. No employee will be knowingly placed in any situation of risk without proper training and equipment.

3. The District recognizes its responsibility to ensure provision of basic necessities (food and shelter where appropriate) to employees able to assist with EOC Activation emergency response.
4. The District recognizes that many staff do not reside in West Vancouver and as such, may experience challenges in getting to and from home and work. However, we would expect employees to make their best effort to get into work and the District would do what it could to assist.
5. The District recognizes its responsibility to ensure emergency planning preparedness training opportunities are provided to employees to ensure employees are prepared personally and are familiar with their own department's emergency response plan.

## EMPLOYEES

1. Employees understand that the District depends on their skills and experience to restore services to the community. Once the employee's family's safety is assured, it is expected that employees be available to assist with recovery from the emergency situation.
2. Employees will comply with "check in" and other procedures (e.g. time sheet submission process) established in an EOC Activation emergency situation.
3. Employees will ensure that they are familiar with their own department's emergency response plan.
4. Employees may be directed to undertake tasks outside the scope of their normal job functions. Employees will be paid at their normal rate of pay and under the terms and conditions of employment as outlined in their Collective Agreement. All District of West Vancouver policies remain in effect in an EOC Activation emergency situation unless otherwise directed by the Chief Administrative Officer.
5. If an Employee is unable to show up for work due to transportation issues (e.g. roads out or bridges closed), has no alternative means of getting to work and there is work available for the Employee, time will be coded as a leave of absence without pay. If the Employee has banked time available (e.g. gratuity, overtime or vacation), he/she may request payment from their bank(s). If an employee is unable to show up for work due to transportation issues he/she is encouraged to offer assistance to their home municipality. Whether any such work is done on a voluntary or temporary employee basis is between the individual and their home municipality.
6. Employees are encouraged to be personally prepared for a major emergency by attending personal emergency planning preparedness sessions offered by their communities and the District.

WVMEA

1. Volunteers are recognized as a necessary resource in an EOC Activation major emergency situation. The parties agree that volunteers would not replace staff but would supplement the available workforce. Employees will be assigned work first in all but unavoidable circumstances.
2. The WVMEA will work with the District of West Vancouver in both a liaison and problem resolution capacity to help sort out matters that arise that had not been previously contemplated.

Signed this 8th day of June, 2006 at West Vancouver, British Columbia. Re-signed July 3, 2008 at West Vancouver, British Columbia. Re-signed July 21, 2014.

For the District of West Vancouver

For the Association

*"Lauren Hughes"*

*"Bruce Scott"*

\_\_\_\_\_  
Lauren Hughes, Director  
Human Resources & Payroll Services

\_\_\_\_\_  
Bruce Scott,  
Business Manager, WVMEA

LETTER OF UNDERSTANDING  
 between  
 The Corporation of the District of West Vancouver  
 and  
 West Vancouver Municipal Employees' Association

**Re: Flexible Working Arrangements – Community & Cultural Services**

This Letter of Understanding replaces Appendix 1 of the 2004-2007 Collective Agreement between the Municipality and the Association.

The parties agree that specific positions in Community and Cultural Services require flexible working arrangements given the nature of the work. The following classifications require work schedules which are non-standard and flexible:

- Coordinators;
- Recreation, Community & Cultural Supervisors;
- Aquatic Leaders I, II and III.

Application of flex-time by such employees must meet the operational needs of the department.

The parties agree that on a trial basis of one year, the following positions will be included in this Agreement. The inclusion of these positions under the Agreement beyond one year will be subject to the mutual agreement of the parties:

- Gymnastic Program Assistant Coordinator;
- Gallery Assistant;
- Customer Services Coordinator.

It is agreed that the following working conditions will apply and beyond these the terms and conditions of the Collective Agreement will apply.

1. The basic work schedule (5 days on, 2 days off and general hours of work) as determined by the Supervisor forms the basis of a self-directed hours of work plan. As such, the employee, in conjunction with their Supervisor, will schedule and self-manage their workload and schedule to meet operational requirements and expectations up to:

Standard Daily Hours	4-week cycle*	6-week cycle**
7 hrs/day	140 hours	210 hours
7.5 hrs/day	150 hours	225 hours

\* For Community Recreation designated positions

\*\* For Cultural Services designated positions

2. Flex-time is defined as the variable working hours (maximum of 12 hours per day) over a 4 (or 6) week cycle, including up to the cycle hours noted above (or based on the variable program/administrative demands of the position). Flex hours are

recorded at straight time on the Flex time tracking sheet on the day it occurs. It is expected that schedules will be managed to ensure that hours are worked and any flex-time taken is within the hours and time frame of the relevant cycle. It should only be in extenuating circumstances that "flex" hours be required to be considered overtime. Flex time tracking sheets are submitted to the Supervisor/Manager at the end of each week.

Overtime (Note: Supervisor's prior approval is required in all overtime instances.)

3. In the situation that hours are worked beyond the hours noted in the four (4) week or six (6) week work cycle, these will be submitted to the Supervisor:
  - a. as overtime at time-and-a-half (1½x) for the first twenty (20) hours beyond the cycle hours, and
  - b. at double time (2x) for anything over the first twenty (20) hours beyond the cycle hours.
4. Hours worked in excess of twelve (12) hours per day will be submitted to the Supervisor, as overtime, at double time (2x).
5. Overtime will also be submitted, to the Supervisor, at double time (2x) for any work performed in the second consecutive day of rest in the employee's basic work schedule.
6. Upon mutual agreement between the Supervisor and employee, any overtime worked/submitted may be banked or paid out (at applicable rates as noted in number three above). Banked overtime must be taken off at a mutually agreeable time.

#### Meal Breaks

7. Meal breaks and rest periods shall be taken in accordance with the Collective Agreement except where the day exceeds seven and a half (7.5) hours in which case additional breaks of one-half (0.5) hour unpaid meal break and one (1) paid ten (10) minute break within a four and a half (4.5) hour period will apply as per the Collective Agreement. After twelve (12) hours, the overtime meal language as per Article 15 of the Collective Agreement applies.

#### Statutory Holidays

8. Statutory Holidays will be paid as outlined in the Collective Agreement with one exception. In consideration of this flexible hours agreement, the requirement to work the day before and after a holiday in order to be paid for the holiday is waived.

#### Benefits and Vacation Entitlements

9. Benefits and Vacation entitlements will be administered according to the Collective Agreement.

Administration

10. Upon written request, a written record of the hours worked by each employee during a work cycle will be provided to the Association or designate. The District will create a standardized Flex-time Tracking Sheet.
11. A copy of this Letter of Understanding will be provided to each employee in a position covered by this Agreement, and the Agreement will be explained to each employee by the supervisor or designate prior to an employee commencing a flexible work arrangement.
12. Any agreements or arrangements outside the terms of this Agreement are strictly forbidden except where approved by the Business Manager/Business Agent and Supervisor/Manager.
13. Work arrangements implemented under this Letter of Understanding constitute an approved flexible work schedule for the purpose of Section 37 of the Employment Standards Act.
14. Where this Letter of Understanding is silent or there is a dispute about its application, the parties will meet to attempt to resolve the dispute. Failing resolution, the terms of the Collective Agreement will apply.
15. Within six (6) months, the parties agree to discuss increasing the four (4) week cycle to six (6) weeks for Community Recreation and increasing the six (6) week cycle to eight (8) weeks for Cultural Services.
16. The parties agree to review the process and administration of this Agreement within a twelve (12) month period.
17. Either party may terminate the provisions of this Letter of Understanding by providing thirty (30) days written notice to the other.

Original signed September 24, 2008. Re-signed July 21, 2014.

FOR THE DISTRICT OF WEST VANCOUVER

FOR THE ASSOCIATION

*"Lauren Hughes"*

*"Bruce Scott"*

\_\_\_\_\_  
Lauren Hughes, Director  
Human Resources & Payroll Services

\_\_\_\_\_  
Bruce Scott,  
Business Manager, WVMEA

LETTER OF UNDERSTANDING

between

The Corporation of the District of West Vancouver

and

West Vancouver Municipal Employees' Association

**Re: Food Services Working Conditions**

The parties agree that in order to facilitate the inclusion of the new position listed below in the WVMEA bargaining unit, the working conditions of this position that previously have been non-affiliated, needs to be accommodated. Due to the nature of the business in the Food Services section of the Seniors' Activity Centre, the hours of work require that the Food Services Coordinator position be considered non-standard and flexible in structure. In addition, some vacation for Food Services Employees must be scheduled coincidentally with the Seniors' Centre annual maintenance shutdown period.

It is agreed that the following working conditions will apply and beyond these the terms and conditions of the Collective Agreement will apply.

1. Effective with the pay period beginning April 8, 2000, the flexible hours arrangement shall commence.
2. Bi-weekly hours of work totaling eighty (80) shall be averaged over a two (2) week pay period.
3. Hours worked beyond the bi-weekly eighty (80) hours must be approved by the Recreation Supervisor and will be credited at time and one-half (1½x). Hours worked beyond ninety-six (96) will be credited at double time (2x) and may be taken or banked.
4. Statutory Holidays will be paid as outlined in the Collective Agreement with one exception. In consideration of this flexible hours agreement, the requirement to work the day before and after a holiday in order to be paid for the holiday is waived.
5. The Employee shall be entitled to four (4) days off in a bi-weekly pay period.
6. Benefits and Vacation entitlements will be administered according to the Collective Agreement. The exception being, Food Services Employees are expected to take vacation during the annual Senior's Centre maintenance shutdown. The duration of the shutdown will be determined on a year-to-year basis.

Re-signed May 4, 2004. Re-signed July 3, 2008. Resigned July 21, 2014.

For the District of West Vancouver

For the Association

*"Lauren Hughes"*

*"Bruce Scott"*

Lauren Hughes, Director  
Human Resources & Payroll Services

Bruce Scott,  
Business Manager, WVMEA



LETTER OF UNDERSTANDING  
between  
The Corporation of the District of West Vancouver  
and  
West Vancouver Municipal Employees' Association

**Re: Provision of Gloves**

The parties agree to meet and review current practices regarding provision of gloves to Employees within Parks and Public Works, with the intent to provide recommendations for consideration to the Business Manager of the WVMEA and the District of West Vancouver's Director of Human Resources within ninety (90) days of ratification.

Terms of reference of the review would include looking at the scope of the program - who should receive gloves (recommended criteria), what happens when gloves are lost or need to be replaced, how gloves are distributed and accounted for, and what has transpired in the past.

The Superintendent Utilities (Sewer), the Parks Operations Manager, the Supervisor Roads and Construction, the Storekeeper/Buyer and the two Operations Centre Shop Stewards will be asked to undertake this review.

Signed this 3<sup>rd</sup> day of July, 2008 at West Vancouver, British Columbia. Re-signed July 21, 2014.

For the District of West Vancouver

For the Association

*"Lauren Hughes"*

*"Bruce Scott"*

\_\_\_\_\_  
Lauren Hughes, Director  
Human Resources & Payroll Services

\_\_\_\_\_  
Bruce Scott,  
Business Manager, WVMEA

LETTER OF UNDERSTANDING  
between  
The Corporation of the District of West Vancouver  
and  
West Vancouver Municipal Employees' Association

**Re: Golf Course Attendant Modified Work Year**

Given variables which include the seasonal nature of Golf Attendant work, the specific "Golf" business model in the District of West Vancouver, and the type of work undertaken by this classification, the parties have agreed to the following:

1. A new classification of "Golf Attendant" was created with an eight (8) hour day, forty (40) hour work week. Two (2) permanent full-time positions were established, both of which are scheduled to work for a minimum of nine (9) months of the calendar year based on operational requirements (from approximately the beginning of February until the end of October or November). The remaining month(s) must be taken by the incumbents as a leave of absence without pay with all terms and conditions of a leave without pay to apply.
2. Although benefits will be available to the incumbents through the full calendar year, the incumbents will be expected to pay both the Employer and Employee portion of all benefit premiums (as expected in other leave of absence without pay situations) for the period of time that they are not scheduled to work.
3. All accruals will be prorated based on the actual time worked.

Historical Note

- On July 3<sup>rd</sup>, 2008 [January 1, 2008 to December 31, 2012 agreement, Appendix 11 (Letter of Understanding)], the Association withdrew a previously filed policy grievance.
- On a without prejudice basis, the incumbents AT and KV were placed into the Golf Attendant positions in 2008, as noted above.

Dated this 3<sup>rd</sup> of July, 2008. Re-signed July 21, 2014.

For the District of West Vancouver

For the Association

*"Lauren Hughes"*

*"Bruce Scott"*

\_\_\_\_\_  
Lauren Hughes, Director  
Human Resources & Payroll Services

\_\_\_\_\_  
Bruce Scott,  
Business Manager, WVMEA

\*Due to privacy legislation, initials represent specific individuals. Full names are with the Association and the District.

LETTER OF UNDERSTANDING  
between  
The Corporation of the District of West Vancouver  
and  
The West Vancouver Municipal Employees' Association

**Re: Intern/Mentoring, Lifeguard/Instructor I**

In recognition of the difficulties the District is experiencing recruiting Lifeguard/Instructor I staff, the parties have agreed to the following:

1. Implement an "Intern/Mentoring", Lifeguard/Instructor I role based on the existing Lifeguard/Instructor I position (Class No. 1520). No class specification is required for this position.
2. Minimum requirements for the role include Red Cross Water Safety Instructor Certification and a minimum age of 16.
3. The Intern/Mentoring, Lifeguard/Instructor I role is recognized as casual status with no set hours.
4. The agreed upon rate of pay will be 4% less than Step 1 for the Lifeguard/Instructor I position plus 12% in lieu of benefits. The Intern/Mentoring, Lifeguard/Instructor I will not be part of the Collective Agreement pay grades.
5. Recruitment for this role is capped at 10 incumbents per season. Additional hires beyond this amount will be with the concurrence of the Association.
6. Scheduling preference will go to the Lifeguard/Instructor I staff.
7. Assuming that the same (or increased) level of service is required by the community, the District will maintain or exceed staffing levels for the Lifeguard/Instructor I position as compared to previous years/seasons.
8. The District will provide a report on December 31<sup>st</sup> and June 30<sup>th</sup> which shows the number of Lifeguard/Instructor I and Intern/Mentoring, Lifeguard/Instructor I employees and whether their current status is active or inactive.
9. Intern/Mentoring staff will not automatically move into the Lifeguard/Instructor I position when they obtain all the qualifications. Once the employee has obtained all the qualifications of the Lifeguard/Instructor I position, they are eligible to apply for any Lifeguard/Instructor I vacancies and go through the screening process for the full position. If successful, they will move to Step 1 of the pay grade and perform all the duties of the position.

10. Given that the Lifeguard/Instructor I is a 7.5 hours per day and a 37.5 hours per week position, the Intern/Mentoring, Lifeguard/Instructor I role shall also have a recognized full-time equivalent shift of 7.5 hours per day and 37.5 hours per week.
11. This Letter of Understanding shall be in effect for a period of 12 months and may be renewed by mutual agreement.
12. All terms and conditions of the Collective Agreement not specifically referred to in this letter of understanding shall apply effective July 23, 2008.

Dated July 23, 2008. Re-signed July 21, 2014.

For the District of West Vancouver

For the Association

*"Lauren Hughes"*

*"Bruce Scott"*

\_\_\_\_\_  
Lauren Hughes, Director  
Human Resources & Payroll Services

\_\_\_\_\_  
Bruce Scott,  
Business Manager, WVMEA

LETTER OF UNDERSTANDING  
between  
The Corporation of the District of West Vancouver  
and  
The West Vancouver Municipal Employees' Association

**Re: Secondment of WVMEA Mechanic(s)**

This Letter of Understanding confirms a without prejudice agreement between the parties regarding secondment of WVMEA mechanic(s) to perform required mechanical work on Fire Service light and heavy vehicles during absences of the Fire Department Mechanic.

1. To meet immediate needs, all specialty Fire equipment will continue to be maintained by current service providers such as, but not limited to, Vancouver Axle and Frame, Detroit Deisel and Profire and/or other municipalities/districts trained mechanics as agreed to by the Fire Chiefs.
2. Work on Fire vehicles will be performed by a WVMEA Mechanic either at the Operations Centre or other location, whichever is practical and makes common sense.
3. The seconded WVMEA Mechanic will be paid at the second (2<sup>nd</sup>) year of the WVPFFU established Fire Department Mechanic rate of pay, standby and callout for the time they are replacing the Fire Department Mechanic. There are no standby provisions. Emergency call-out is paid at three (3) hour minimum at double time.
4. The seconded WVMEA mechanic will continue to pay dues to the WVMEA and be covered under the terms and conditions of the collective agreement between the WVMEA and the District of West Vancouver with the exception of the hourly rate of pay, standby and callout as noted in #3 above.
5. Internal accounting/payroll methods will allow this arrangement to be cost effective to the Works Garage and Fire and Rescue Service. The shop rate will be charged to the Fire and Rescue Service.
6. Any changes to this agreement can occur by consent of all parties. This agreement is to be reviewed on an ongoing basis to ascertain whether or not it meets the safety requirements, legislated Preventative Maintenance Program requirements, fiscal requirements and needs of the parties.
7. This revised Letter of Understanding is effective February 9, 2009 on a without prejudice basis and can be cancelled with fourteen (14) days notice by any of the parties.

Signed this 27th day of April 2001 at West Vancouver, British Columbia. Re-signed May 4, 2004. Revised and re-signed February 9, 2009. Re-signed July 21, 2014.

For the District of West Vancouver

For the Association

*"Lauren Hughes"*

*"Bruce Scott"*

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Lauren Hughes, Director  
Human Resources & Payroll Services

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Bruce Scott,  
Business Manager, WVMEA

LETTER OF UNDERSTANDING  
between  
The District of West Vancouver Parks Department  
and  
The West Vancouver Municipal Employees' Association

**Re: Parks 15 – Litter Pick-up**

The Parks Department is responsible for litter pick-up in parks, business areas and bus shelters within the Municipality. Litter pick-up needs to be performed seven (7) days per week during the summer season, and as such, is most commonly performed by Temporary Park Attendants.

The Collective Agreement does not intend that Temporary Park Attendants work in classifications beyond the scope of Temporary Park Attendants, and therefore do not receive higher rates of pay for the operation of any equipment. However, among other vehicles regularly used for litter pick-up, "Parks 15", which is dump-enabled, is part of the Parks fleet that is operated by Temporary Park Attendants when the Permanent Employee on that vehicle is reassigned during the Spring/Summer months or on leave.

The parties therefore agree that:

SINCE the Parks Department utilizes "Parks 15", among other Park vehicles, for Litter pick-up throughout the Municipality; and

SINCE, as outlined under Schedule C of the Collective Agreement, normal circumstances would direct that "Parks 15" be operated by a Permanent Park Attendant receiving Truck Operator rates; and

SINCE, operational circumstances in Parks typically requires the use of Temporary Park Attendants to undertake the Park litter function;

THEREFORE, Parties to the Collective Agreement hereby agree that Temporary Park Attendants, while operating "Parks 15", will be eligible to receive the Truck Operator pay rate.

Signed this 12<sup>th</sup> day of June 2001 at West Vancouver, British Columbia. Re-signed May 4, 2004. Re-signed July 3, 2008. Re-signed July 21, 2014.

For the District of West Vancouver

For the Association

*"Lauren Hughes"*

*"Bruce Scott"*

\_\_\_\_\_  
Lauren Hughes, Director  
Human Resources & Payroll Services

\_\_\_\_\_  
Bruce Scott,  
Business Manager, WVMEA

LETTER OF UNDERSTANDING  
between  
The Corporation of the District of West Vancouver  
and  
West Vancouver Municipal Employees' Association

**Re: Playcare Leader and Playcare Supervisor**

It is understood and agreed that the positions of Playcare Leader and Playcare Supervisor will be included in accordance with the following:

1. The positions of Playcare Leader & Playcare Supervisor are recognized as Casual positions in the Community Centres with no set hours.
2. Current pay rates are notes in Schedule "A" - Anomalies Table.
3. All terms and conditions of the Collective Agreement shall apply effective September 9, 2006.
4. Casual schedules may fluctuate based on seasonality and may exceed the threshold for "casual" at various times. This will not result in the establishment of a permanent position as outlined in the Collective Agreement.
5. A minimum of forty-eight (48) hours notice will be given in the event of a schedule change.

Dated this 28th of July, 2006. Re-signed July 3, 2008. Re-signed July 21, 2014.

For the District of West Vancouver

For the Association

*"Lauren Hughes"*

\_\_\_\_\_  
Lauren Hughes, Director  
Human Resources & Payroll Services

*"Bruce Scott"*

\_\_\_\_\_  
Bruce Scott,  
Business Manager, WVMEA



## **ADDENDUM TO APPENDIX 14: Playcare Leader and Playcare Supervisor (added September, 2006)**

### Re: Playcare Leader and Playcare Supervisor Rest and Meal Breaks

This is to confirm that, given the nature of Playcare operations we've had to review the Collective Agreement provisions governing rest breaks and meal breaks for Playcare Leaders and Supervisors. Further to our discussion, and as agreed, below is an outline of how meal breaks will be administered for these positions.

#### **10 Minute Rest Break:**

*Playcare Leaders and Supervisors are not required to take this break.*

#### **30 Minute Meal Break:**

*Since Playcare Leaders and Supervisors currently sit and eat with the children during lunch time, we propose that this time be considered the 30 minute meal break. To facilitate this, where at all possible, staff not requiring a meal break will be the first responders to any issues so that staff taking their meal break can relax as much as possible.*

### Historical Notes

- The pay rates for the positions were:  
Playcare Leader: Step One \$12.00 and Step Two \$13.00 per hour  
Playcare Supervisor: Step One \$16.00 and Step Two \$17.00. per hour
- Existing Playcare Leader & Playcare Supervisor employees were included in the Association (September 9, 2006).
- Playcare Leaders that successfully completed twelve (12) calendar months of service and 392 hours of service advanced to Step Two. Playcare Supervisors that successfully completed twelve (12) calendar months of service and 882 hours of service were advanced to Step Two.  
(Revised/re-confirmed December 22, 2008.)
- Playcare staff employed as of July 5, 2006 had their increment date calculated from July 5, 2006. Playcare staff hired after July 5, 2006 had their increment date calculated from their start date.
- The Parties reviewed the hours of service required to move to Step 2 for these positions in twelve (12) months. If either party required a change of hours, then that change had to be mutual agreed for the LOU to remain in effect. (This review was completed on December 22, 2008.)
- The parties recognize that the District was building a new Community Centre in "partnership" with other community groups at the 22nd Street location. The

District notified the Association that they may opt out of the provision of the service of playcare at all or some of the locations with the opening of the new Community Centre. Should that have occurred, employees covered by the Letter of Understanding would no longer be District employees and they would have been provided severance under the terms of the Collective Agreement.

LETTER OF UNDERSTANDING  
between  
The Corporation of the District of West Vancouver  
and  
The West Vancouver Municipal Employees' Association

**Re: Pottery Technician**

It is understood and agreed the position will be included in the Collective Agreement accordance with the following:

1. The position of Pottery Technician is recognized as a casual position with no set hours.
2. Current pay rate is noted in Schedule A - Anomalies Table.
3. Given the nature of the Pottery operations, the parties agree that the Collective Agreement provisions governing rest breaks and meal breaks for Pottery Technicians will not apply.

Instead, these breaks will be administered as follows:

*Rest Breaks – Pottery Technicians are required to remain on the premises for the duration of the break.*

*Meal Breaks – Pottery Technicians are required to remain on the premises and will be paid for this break.*

4. All terms and conditions of the Collective Agreement not specifically referred to in this Letter of Understanding shall apply effective June 11, 2008.
5. Casual schedules may fluctuate based on seasonality and may exceed the threshold for 'casual' at various times. This will not result in the establishment of a permanent position as outlined in the Collective Agreement.

**Historical Notes**

- The rate of pay for the classification was agreed to be: Step One - \$17.50 hour and Step Two - \$18.50/hour. These rates were not to be part of the Collective Agreement pay grades.
- Existing Pottery Technician staff were included in the Association retroactive to January 1, 2008 for the purposes of retroactive pay and accumulation of hours. Any and all past service to January 1, 2008 was recognized for the purposes of determining placement at Step One or Step Two.

- Existing employees were placed in Step One or Two as agreed to by both parties.
- The position was recognized to be a full-time equivalent shift of 7.5 hours per day and 37.5 hours per week.
- Existing employees who were in the position for six (6) calendar months and had completed 135 hours of satisfactory service were advance to Step Two.
- Language was added into the new Collective Agreement:

*Pottery Technician: Step One - \$17.50, Step Two - \$18.50 per hour. Upon reaching a minimum of six (6) calendar months and 135 hours of satisfactory service, an employee will be advanced to Step Two. Any and all increases negotiated between the parties shall apply to the Pottery Technician position.*

Dated this 11<sup>th</sup> day of June, 2008. Re-signed July 3, 2008. Re-signed July 21, 2014.

For the District of West Vancouver

For the Association

*"Lauren Hughes"*

\_\_\_\_\_  
Lauren Hughes, Director  
Human Resources & Payroll Services

*"Bruce Scott"*

\_\_\_\_\_  
Bruce Scott,  
Business Manager, WVMEA

\*Note: Please see the "Anomalies Table" in Schedule A for current rates.

LETTER OF UNDERSTANDING  
between  
The Corporation of the District of West Vancouver  
and  
The West Vancouver Municipal Employees' Association

**Re: Sick Leave**

This Letter of Understanding confirms an agreement reached between the parties regarding entitlement, accumulation and carry-over of Sick Leave and unused Sick Leave from one year to the next.

Notwithstanding Sub-section 8.09 (a) of the Collective Agreement, Employees are granted not less than twelve (12) calendar days of paid Sick Leave in any calendar year.

Employees claiming paid Sick Leave, shall first use their unused entitlement from previous year(s), and then be entitled to use their current year's entitlement.

This letter is in effect to December 31, 2016, or until ratification of a new Collective Agreement, and may be renewed by mutual agreement.

Signed this 5<sup>th</sup> day of November 1999. Re-signed January 1, 2004. Re-signed July 3, 2008. Re-signed July 21, 2014.

For the District of West Vancouver

For the Association

*"Lauren Hughes"*

*"Bruce Scott"*

\_\_\_\_\_  
Lauren Hughes, Director  
Human Resources & Payroll Services

\_\_\_\_\_  
Bruce Scott,  
Business Manager, WVMEA

Note: This Letter of Understanding is required for EI Rebate compliance.

LETTER OF UNDERSTANDING  
between  
The Corporation of the District of West Vancouver  
and  
The West Vancouver Municipal Employees' Association

**Re: Skate Attendant**

The parties agree that the position of Skate Attendant was included in the Collective Agreement as a bargaining unit position. It is understood and agreed the position will be established in accordance with the following:

1. The position of Skate Attendant is recognized as a casual position in the Ice Arena with no set hours.
2. The parties agree to create the casual position of **Skate Helper** in order to recognize one individual. The parties recognize that the current incumbent does not perform all the duties of the Skate Attendant position and that this position will cease to exist once the current incumbent resigns from the District. The rate of pay for this position is \$10.00/hour. This position was not be added to the Collective Agreement.
3. Current pay rates can be found in Schedule A - Anomalies Table.
4. Given the nature of the arena operations, the parties agree that the Collective Agreement provisions governing rest breaks and meal breaks for Skate Attendants will not apply. Instead, these breaks will be administered as follows:
  - Rest Breaks - Skate Attendants are required to remain on the premises during rest break.
  - Meal Breaks - Skate Attendants are required to remain on the premises and will be paid for this break.
5. Casual schedules may fluctuate based on seasonality and may exceed the threshold for 'casual' at various times. This will not result in the establishment of a permanent position as outlined in the Collective Agreement.
6. The parties recognize that for some skate programs, a Skate Attendant is not required but from time to time, another bargaining unit member may be required to issue skate rentals.
7. Skate Attendants will be given an option to work up to a maximum of six (6) consecutive days. It is understood that any hours in excess of the normal daily or weekly maximum would be compensated at the appropriate overtime rates of pay.

Historical Notes:

- The rate of pay for the classification was agreed to at: Step One - \$14.50/hour and Step Two - \$15.50/hour.\* Pay rate is not be part of the Collective Agreement pay grades.
- Existing Skate Attendant staff were included in the Association retroactive to September 1, 2007 for the purposes of retroactive pay and accumulation of hours. Any and all past service to September 1, 2007 was recognized for the purposes of determining placement at Step One or Step Two.
- Existing employees were placed in Step One or Two as negotiated by the parties.
- The position was recognized as full-time equivalent shift of 7.5 hours per day and 37.5 hours per week.
- Established employees who were in the position for seven (7) calendar months and completed 104 hours of satisfactory service were advanced to Step Two. (Revised/re-confirmed December 22, 2008.)
- The parties reviewed the hours of service required to move to Step Two in ten (10) months. Both parties mutually agreed to a change of hours. (This review was completed on December 22, 2008.)
- Language was added to Collective Agreement:  
*Skate Attendant: Step One - \$14.50 Step Two - \$15.50 per hour. Upon reaching a minimum of seven (7) calendar months and 104 hours of satisfactory service, an employee will be advanced to Step Two. Any and all increases negotiated between the parties shall apply to the Skate Attendant position.*
- All terms and conditions of the Collective Agreement not specifically referred to in this letter of understanding shall apply effective December 10, 2007.

Dated this 10<sup>th</sup> day of December, 2007. Re-signed July 3, 2008. Re-signed July 21, 2015.

For the District of West Vancouver

For the Association

*"Lauren Hughes"*

*"Bruce Scott"*

\_\_\_\_\_  
Lauren Hughes, Director  
Human Resources & Payroll Services

\_\_\_\_\_  
Bruce Scott,  
Business Manager, WVMEA

\*Note: Please see the "Anomalies Table" in Schedule A for current rates.

LETTER OF UNDERSTANDING  
between  
The Corporation of the District of West Vancouver  
and  
The West Vancouver Municipal Employees' Association

**Re: Slide Attendant/Game Leader**

It is understood and agreed to by both parties that the position was established in accordance with the following:

1. The position of Slide Attendant/Game Leader is recognized as a casual position in the Aquatic Centre with no set hours.
2. Current pay rates can be found in Schedule A - Anomalies Table (Page XX) Schedule A for current rates.
3. Casual schedules may fluctuate based on seasonality and may exceed the threshold for "casual" at various times. This will not result in the establishment of a permanent position as outlined in the Collective Agreement.
4. A minimum of forty-eight (48) hours notice will be given in the event of a schedule requiring change.

**Historical Notes**

- The parties agreed (2007) that the position of Slide Attendant/Game Leader will be included in the Collective Agreement as a bargaining unit position.
- Agreed rate of pay for the classification was Step One \$10.50 per hour and Step Two \$12.00 per hour.\*
- Existing Slide Attendant/Game Leaders were included in the Association retroactive to January 1, 2006 for the purposes of retroactive pay and accumulation of hours. Any and all past service to January 1, 2006 were recognized for the purposes of determining placement at Step One or Step Two.
- Existing employees will be placed in a pay step as negotiated by both parties.
- Employees successfully completing twelve (12) calendar months of service and seventy-five (75) hours of service will be advanced to Step Two.
- Language was added in new Collective Agreement: "*Notes to Schedule 'A'*"



- *Slide Attendant/Game Leader: Step One - \$10.50; Step Two - \$12.00 per hour. Upon reaching a minimum of twelve (12) months and seventy-five (75) hours of satisfactory service, an employee will be advanced to Step Two. Any and all increases negotiated between the parties shall apply to the Slide Attendant/Game Leader position.*
- All terms and conditions of the Collective Agreement for casual employees applied immediately.

Dated this 26<sup>th</sup> of July, 2006. Re-signed July 3, 2008. Re-signed July 21, 2014.

For the District of West Vancouver

For the Association

*"Lauren Hughes"*

*"Bruce Scott"*

\_\_\_\_\_  
Lauren Hughes, Director  
Human Resources & Payroll Services

\_\_\_\_\_  
Bruce Scott,  
Business Manager, WVMEA

\*Note: Please see the "Anomalies Table" in Schedule A for current rates.

LETTER OF UNDERSTANDING  
between  
The Corporation of the District of West Vancouver  
and  
The West Vancouver Municipal Employees' Association

**Re: Telecommuting**

The Employer and the Association agree that where an Employee wishes to telecommute or the Employer wishes to implement telecommuting, such arrangement may be mutually agreed upon subject to the following terms and conditions PROVIDED HOWEVER that nothing in this Letter of Understanding (LOU) shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement except as specifically provided herein.

**1. General**

Excellent customer service frequently involves the "personal connection". In the vast majority of cases it is important that Employees be available on site to offer this. As such, telecommuting approvals will be rare. Operational needs will always be of primary consideration when the District is being asked to consider or requesting a telecommuting arrangement.

Telecommuting is defined as engaging in recurring, scheduled work during regular working hours that is done from a remote location other than an Employer worksite (the "Remote Location"), authorized and approved by the Employer, connecting to a regular designated Employer worksite, also authorized and approved by the Employer.

Any agreement entered into pursuant to this LOU shall be reached on the understanding that the arrangement is without precedent or prejudice to any position that the Employer or the Association may take in future cases involving similar or identical matters and/or circumstances, and that the terms and conditions of this LOU will apply.

While performing work at the Remote Location, the Employee will continue to be considered a District of West Vancouver Employee, and will remain under the direction of his or her supervisor and will be required to perform his or her duties in a manner consistent with all Employer policies and guidelines.

The terms and conditions of employment and the Collective Agreement will be in full force and effect on those days where the Employee is telecommuting.

**2. Procedure**

- a. An Employee shall apply in writing to his or her Exempt Manager, indicating the reason for the request, the length of the proposed arrangement, relevant dependant care arrangements and the hours and days of the week the Employee wishes to telecommute. A copy of this request shall be forwarded to Human Resources and the Association.

- b. Where a request is approved by the District it will be forwarded to the Association for their concurrence. Once concurrence is received, Human Resources shall provide the Employee with a letter covering the terms and conditions of the telecommuting arrangement signed by the Employer, copied to the Association.

### **3. Hours**

The regular daily and weekly hours of the position shall remain unchanged as a result of the telecommuting arrangement unless otherwise varied in accordance with the collective agreement processes.

Scheduling and recording of time off, including sick and vacation, will be subject to the same terms and conditions as are currently in place for Employees not telecommuting.

Any overtime hours must be approved by the Employee's supervisor prior to commencement of the overtime work.

### **4. Provision of Equipment, Technology and Supplies**

- a. The Employer shall provide:

- i. relevant computer software; and
- ii. relevant office stationery, materials and supplies

both of which shall remain the property of the Employer.

- b. The Employee shall provide:

- i. a safe environment that is conducive to productive work;
- ii. necessary computer equipment and peripheral devices to specifications approved by the Employer, including upgrades which may be required from time to time;
- iii. a high speed internet connection;
- iv. office furniture;
- v. telephone accessibility at all times during working hours for business use;
- vi. all additional utility expenses;
- vii. personal first aid kit,

all of which shall remain the property of the Employee, with the exception of any Employer-supplied furniture or equipment.

### **5. Safety and Ergonomics**

- a. The Employer reserves the right to inspect the Remote Location at a time that is mutually agreeable to the parties. Any such inspection will be conducted with an Association representative in order to confirm that the Remote Location is appropriate and that it meets with WorkSafeBC requirements. It is assumed that the Employee, by agreeing to the Telecommuting Agreement, has ensured that the Remote Location meets safety and ergonomic requirements before the Employee may perform his or her duties from the Remote Location.

If substantial changes are made to the Remote Location, the Employee shall notify the Employer, and the Employer reserves the right to schedule an inspection to determine ongoing appropriateness of the Remote Location and to require changes to the Remote Location, if the telecommuting arrangement is to continue. The Employer will advise the Association if they schedule a site visit and the Association will attend.

It is the Employee's responsibility to maintain the remote worksite in accordance with all applicable Occupational Health & Safety regulations. The Employer will provide a summary of the basic key components.

- b. WorkSafeBC matters in the telecommuting situation shall be treated similarly to injuries occurring at the regular workplace. Any Employer concerns regarding safety will be communicated to the Association and may be reason for the Employer to immediately terminate the Telecommuting Agreement, should the Employee fail to correct the issue in a reasonable period of time.
- c. Should an Employee be working alone where assistance would not be readily available, then a check-in system as required by the Occupational Health and Safety regulations must be implemented. Employees will not be authorized to telecommute if they have a health condition that requires immediate assistance unless they can provide details of a procedure that provides for this immediate assistance.

## **6. Productivity**

Quantity and quality of work performed shall be monitored by the Employee's supervisor to ensure quantity and quality of the work is consistent with required work levels and that work is performed during agreed working hours, per the Employee's work schedule as set forth in the letter referred to in paragraph 2(b). Workload and productivity level expectations for the Employee will be similar to that expected at the regular workplace.

It is understood that should the Employer's network be unavailable, operating slowly, or should the Employee's Remote Location computer be unavailable for more than 15 minutes, preventing him or her from performing assigned duties, that he or she will contact the supervisor immediately so that alternate duties may be discussed and assigned.

The Employee will come to the regular designated work site should unforeseen problems prevent him or her from working at the Remote Location on the designated days, or should the Employer request the Employee to attend a regular worksite. In the event the Employee must attend at the regular worksite for any reason on a day scheduled for telecommuting, the Employer shall not reimburse any transportation expenses or travel time.

## **7. Dependent Care**

Telecommuting is not an alternative to daycare arrangements. Employees who telecommute and who are responsible for dependents or others shall have other care available such as a spouse, a relative, or other daycare arrangements which ensure that the Employee is free from interruption during their regular working hours. The Employee will provide details of these arrangements in writing to their Exempt Manager as part of their telecommuting request.

## **8. Security and Confidentiality**

The Employee's Remote Location computer and all necessary application and communication software must meet all Employer standards for remote access.

The Employee is responsible for ensuring that all Employer documents and information shall be kept in a manner that is safe, secure and confidential.

## **9. Trial Period**

There will be a three (3) month trial period at which time the telecommuting arrangement will be evaluated. The criteria that will be used to evaluate the arrangement will include:

- overall Employee productivity and service delivery;
- the Employee's ability to meet deadlines;
- progress of individual or team assignments;
- Employee's availability to receive and return calls;
- the impact on the Employee as well as other staff in the office;
- the Employee's ability to attend meetings, even on short notice.

## **10. Term of Telecommuting Arrangement**

Telecommuting is a temporary work arrangement for a period as set forth in the letter referred to in paragraph 2(b) to a maximum of twelve (12) months. Any request for extension will be dealt with as a new telecommuting request.

The Employer or the Employee may terminate the telecommuting arrangement by providing ten (10) calendar days' written notice. The Employer reserves the right to terminate the telecommuting arrangement immediately where there has been a violation of the agreement.

## **11. Term of Letter of Understanding**

The Employer or the Association may terminate this Letter of Understanding by providing at least thirty (30) calendar days' written notice to the other party. Notwithstanding such cancellation, all telecommuting arrangements in effect at the time of cancellation shall continue under the individual terms agreed upon.

Dated this 3<sup>rd</sup> of July, 2008. Re-signed July 21, 2014.

For the District of West Vancouver

For the Association

*"Lauren Hughes"*

\_\_\_\_\_  
Lauren Hughes, Director  
Human Resources & Payroll Services

*"Bruce Scott"*

\_\_\_\_\_  
Bruce Scott,  
Business Manager, WVMEA

LETTER OF UNDERSTANDING  
between  
The Corporation of the District of West Vancouver  
and  
The West Vancouver Municipal Employees' Association

**Re: Weight Room Attendants**

It is understood and agreed that the position was established in accordance with the following:

1. The parties agreed (2007) to the establishment of four (4) permanent part-time positions. One (1) 4/5<sup>th</sup> (30 hours per week) and two (2) 3/5<sup>th</sup> (22.5 hours per week) at the 22<sup>nd</sup> Street site, and one (1) 3/5<sup>th</sup> (22.5 hours per week) position at Gleneagles Community Centre.
2. The position of Weight Room Attendant has probation period of six (6) months and was incorporated into the appropriate probation provision of the Collective Agreement.
3. Employees successfully completing six (6) months of service will be moved to Pay Grade 13, Step One.
4. Employees working in the position with less than six (6) months experience will be paid at Pay Grade 12, Step One for a period of six (6) months including previous service in the position. A minimum of six (6) months and two hundred and forty (240) hours is required to fulfill this provision.
5. Casual schedules may fluctuate based on seasonality and may exceed the threshold for 'casual' at various times. This will not result in the establishment of a permanent position as outlined in the Collective Agreement.
6. It is recognized that weight rooms are a seven (7) day a week operation and permanent schedules may vary based on operational needs and/or seasonality. A minimum of ten (10) working days notice will be given in the event of a permanent employee's schedule requiring change.

Historical Notes (2007)

- The position of Weight Room Attendant is a recognized full-time equivalent shift of 7.5 hours per day, 37.5 hours per week.
- Existing Weight Room Attendants were included in the Association as of March, 2006.

- Existing employees and new employees with six (6) months experience were automatically placed in Pay Grade 13.
- Existing employees were placed in a step as negotiated by the parties, based on a structure reflected by their current rate of pay.
- Added in new Collective Agreement: *Note to Schedule 'B'*

*Weight Room Attendant I's are hired at PG 12, Step One and are Attendants with no previous experience. Upon reaching a minimum of six (6) months and two hundred and forty (240) hours of satisfactory service, all employees will be advanced to PG 13, Step One (Weight Room Attendant II.) Steps Two through 5 are not applicable to Weight Room Attendant I's in PG 12.*

- All terms and conditions of the Collective Agreement applied immediately.

Dated the 9<sup>th</sup> of May, 2006. Re-signed July 3, 2008. Re-signed July 21, 2014.

For the District of West Vancouver

For the Association

*"Lauren Hughes"*

Lauren Hughes, Director  
Human Resources & Payroll Services

*"Bruce Scott"*

Bruce Scott,  
Business Manager, WVMEA

## **ADDENDUM TO APPENDIX 20: Weight Room Attendants (Added October 2006)**

### Re: Weight Room Attendant Rest and Meal Breaks

Given the nature of Weight Room operations during Statutory Holidays when Attendants are required to work alone, we've had to review the Collective Agreement provisions governing rest breaks and meal breaks. Further to our discussion, and as agreed, below is an outline of how breaks will be administered for this position during special circumstances.

**10 Minute Rest Break:** Weight Room Attendants will use their judgment to determine the best time to take a rest break. When they need to leave the area, they will display a sign informing patrons that there is no Attendant on duty.

**30 Minutes Meal Break:** Since Weight Room Attendants are the only employees on duty during Statutory Holidays, they are unable to leave the building

for their 30 minute unpaid meal break. The District will compensate Weight Room Attendants for this by paying Attendants for the 30 minute meal break.



LETTER OF UNDERSTANDING  
between  
The Corporation of the District of West Vancouver  
and  
The West Vancouver Municipal Employees' Association

**Re: Change Room Host/Facility Attendant**

The parties agree that the position of Change Room Hosts/Facility Attendant will be included in the Collective Agreement as a bargaining unit position. It is understood and agreed that the position will be established in accordance with the following:

1. The agreed upon rate of pay for the classification will be Step One \$12.627 per hour and Step Two \$14.429 per hour.
2. Employees successfully completing twelve (12) calendar months of service and seventy-five (75) hours of service will be advanced to Step Two.
3. The position of Change Room Host/Facility Attendant is recognized as a casual position with no set hours.
4. Casual schedules may fluctuate based on seasonality and may exceed the threshold for "casual" at various times. This will not result in the establishment of a permanent position as outlined in the Collective Agreement.
5. All terms and conditions of the Collective Agreement for casual employees shall apply effective immediately.
6. A minimum of forty-eight (48) hours' notice will be given in the event of a schedule requiring change.

Dated the 2<sup>nd</sup> of July, 2013. Re-signed July 21, 2014,

For the District of West Vancouver

For the Association

*"Lauren Hughes"*

\_\_\_\_\_  
Lauren Hughes, Director  
Human Resources & Payroll Services

*"Bruce Scott"*

\_\_\_\_\_  
Bruce Scott  
Business Manager, WVMEA

LETTER OF UNDERSTANDING  
between  
The Corporation of the District of West Vancouver  
and  
The West Vancouver Municipal Employees' Association

**Re: Youth Leader**

The parties agree that the position of Youth Leader will be included in the Collective Agreement as a bargaining unit position. It is understood and agreed that the position will be established in accordance with the following:

1. The agreed upon rate of pay for the classification will be Step One \$16.00 per hour and Step Two \$18.50 per hour.
2. Employees successfully completing twelve (12) calendar months of service and one hundred and eighty (180) hours of service will be advanced to Step Two.
3. Existing Youth Leaders will be included in the Association retroactive to January 1, 2012 for the purpose of accumulation of hours. Any and all past Youth Leader service to January 1, 2012 will be recognized for the purpose of placement at Step Two, otherwise the current wage will remain the same until the Youth Leader is eligible to advance to Step Two.
4. Existing Youth Leaders earning more than Step Two, \$18.50 per hour, will have their hourly wage red-circled until such time as Step Two surpasses the Youth Leaders' current pay rate.
5. The position of Youth Leader is recognized as a casual position with no set hours.
6. Casual schedules may fluctuate based on seasonality and may exceed the threshold for "casual" at various times. This will not result in the establishment of a permanent position as outlined in the Collective Agreement.
7. The position of Youth Leader shall have a recognized full-time equivalent shift of 7 hours per day, 35 hours per week.
8. Given the nature of youth operations, the parties agree that the rest breaks and meal breaks for Youth Leaders will be administered as follows:
  - Rest breaks – Youth Leaders are required to remain on the premises for this break.
  - Meal breaks – Youth Leaders are required to remain on the premises and will be paid for this break.
9. All terms and conditions of the Collective Agreement for casual employees shall apply effective immediately.

10. A minimum of forty-eight (48) hours' notice will be given in the event of a schedule requiring change.

Dated this 29<sup>th</sup> day of May, 2015.

For the District of West Vancouver

For the Association

*"Sue Ketler"*

\_\_\_\_\_  
Sr. Manager of Community Services

*"Phillip M. Borgen"*

\_\_\_\_\_  
Business Agent, WVMEA

*"Tara Campbell"*

\_\_\_\_\_  
HR Advisor

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