2022 – 2025

COLLECTIVE AGREEMENT

between the

CITY OF PITT MEADOWS

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

2022 – 2025
COLLECTIVE AGREEMENT
between the
CITY OF PITT MEADOWS
and the
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622

TABLE OF CONTENTS

ARTICLE		PAGE
	PREAMBLE	1
1	TERM OF AGREEMENT	1
2	DEFINITIONS	2
	Employee	2
	Probationary Employee	2
	Regular Employee	2
	Regular and Probationary	2
	Benefit Entitlements for Part-Time Employees	2
	Time Duration Employee	3
	Casual Employee	4
	Calendar Year	4
3	RECOGNITION AND NEGOTIATIONS	4
	Bargaining Agency	4
	Exclusions	4
4	MANAGEMENT RIGHTS	5
5	UNION SECURITY	5
6	CHECK-OFF OF UNION DUES	5
7	LABOUR MANAGEMENT RELATIONS	6
	Representation	6
	Labour Management Committee	6
	Function of Labour Management Committee	6
	Representative of Canadian Union of Public Employees	7
	Meeting of Committee	7
	Time Off for Meeting	7
	Technical Information	7
	Meeting with Non-Bargaining Unit Supervisor	7
	Representatives for Negotiations	7

TABLE OF CONTENTS (cont'd)

ARTICLE		PAGE
8	SAFETY AND HEALTH	7
	Cooperation on Safety	7
	Union/Employer Health and Safety Committee	8
	Meetings of Committee	8
	Safety Measures	8
	No Disciplinary Action	8
	Investigation of Accidents	8
	Pay for Injured Employee	8
	Transportation of Accident Victims	8
	Transportation of Employees	8
	Disclosure of Information	9
	Safety and Health Reports, Records and Data	9
9	HOURS OF WORK, SHIFTS, OVERTIME AND CALLOUT	9
	Section 1 – Hours of Work	9
	Standard Work Day and Work Week	9
	Non-Standard Work Day	10
	Non-Standard Work Week	10
	Non-Standard Work Day/Work Week	10
	Posting of Shifts	11
	Break Periods	11
	Informal Adjustment of Hours by Mutual Consent	11
	Section 2 – Shift Work and Shift Differential	11
	Type of Work	11
	When Shift Work Can Take Place	11
	Pay Differential	12
	Shift Premium	12
	Seniority	12
	Employer to Notify Union	12
	Emergency Shifts	12
	Employee Right to Appeal	12
	Section 3 – Overtime Rates	12
	Compensation for Overtime	12
	To be Divided Equitably	13
	Eight (8) Hours Free from Work	13
	Overtime	13
10	PAYMENT OF WAGES AND ALLOWANCES	14
	Pay Day	14
	Daily Guarantee	14
	Acting Pay	14
	Temporary Assignment Outside Scope of Agreement	14
	Reclassifications	15

TABLE OF CONTENTS (cont'd)

ARTICLE		PAGE
10	PAYMENT OF WAGES AND ALLOWANCES (cont'd)	
	Provisions for Meals and Rest Periods on Overtime	15
	Educational Allowance	15
	Fees & Licenses	15
	Premium Pay	15
	Clothing and Broken Tool Replacement Policies	16
	Mileage and Vehicle Usage Compensation	17
	Standby Pay	17
	Market Adjustments	17
11	GENERAL HOLIDAYS	18
	List of General Holidays	18
	National Day for Truth and Reconciliation Administration	18
	If Falls on Saturday or Sunday	18
	Holiday Pay	18
	Holidays on Day Off	18
12	ANNUAL VACATIONS	19
	Entitlement	19
	Supplementary Vacation	19
	Vacation List	20
	Seniority Governs	20
	When There is a General Holiday	20
	On Termination of Employment	20
	Unbroken Period	20
	Payment of Holiday Pay	20
	Approved Leave of Absence During Vacation	20
	Deferred Vacation	20
	Advanced Placement	21
13	EMPLOYEE BENEFITS	21
	Pension Plan/Retirement	21
	Extended Health Care, Dental Care, and Group Life Insurance Benefits	21
	Retendering of Benefit Plans	23
	Optional Group Life Insurance	23
14	SICK LEAVE PROVISIONS	23
	Entitlement	23
	Sick Leave Defined	23
	Sick Leave During Leave of Absence	24
	Extension of Sick Leave	24
	Deductions from Sick Leave	24
	Proof of Illness	24
	Sick Leave Records	24

ARTICLE		PAGE
14	SICK LEAVE PROVISIONS (cont'd)	
	Member of Family	24
	Notice to Department Head	24
	Sick Benefit on WorkSafeBC Claim	25
	Sick Leave Reimbursement	25
15	LEAVE OF ABSENCE	25
	For Union Business	25
	Leave for Union Duties	25
	Bereavement Leave	26
	Mourner's Leave	26
	General Leave	26
	Jury or Court Witness Duty	26
	Maternity and Parental Leave	27
	Paternity Leave	29
	Leave of Absence for Public Duties	30
16	SERVICE SEVERANCE PAY	30
17	SENIORITY	31
	General	31
	Calculation of Seniority	31
	Seniority List	31
	Retention of Seniority	31
	Loss of Seniority	32
	Transfers to Temporary Positions	32
	Time Duration Employees	33
	Applying for Posted Positions	33
18	PROMOTIONS AND STAFF CHANGES	33
	Job Postings	33
	Information in Postings	33
	Advertising	33
	Recognition of Seniority	33
	Method of Making Appointments	34
	Trial Period	34
	Employer to Notify Union and Employee	34
19	GRIEVANCE PROCEDURE AND ARBITRATION	34
	Grievance Procedure Steps	34
	Policy and Dismissal Grievances	35
	Union May Institute Grievances	35
	Replies in Writing	35
	Facilities for Grievances	35

TABLE OF CONTENTS (cont'd)

ARTICLE		PAGE
19	GRIEVANCE PROCEDURE AND ARBITRATION (cont'd)	
	Composition of Board of Arbitration	35
	Amending of Time Limits	36
	Witnesses	36
	Section 104 of the BC Labour Code	36
20	LAYOFFS AND RECALLS	36
	Layoff Procedures	36
	Recall Procedures	36
	Notice of Layoff	37
	Layoff Severance Pay	37
21	JOB CLASSIFICATION AND RECLASSIFICATION	37
	Job Descriptions	37
	Changes in Classification	38
22	ENVIRONMENTAL AND HEALTH & SAFETY ISSUES	38
23	TECHNOLOGICAL AND OTHER CHANGES	38
24	JOB SECURITY	39
25	GENERAL CONDITIONS	39
	Proper Accommodation	39
	Bulletin Boards	39
	Notice of Termination	39
	Indemnity	39
	Plural or Feminine Terms May Apply	40
	Copies of Agreement	40
	Employment Insurance Rebate	40
26	CONTINUATION OF ACQUIRED RIGHTS	40
27	CROSSING OF PICKET LINES DURING STRIKE	40
28	SCHEDULES AND APPENDICES	40

SCHEDULES

SCHEDULE "A"	Schedule of Pay Grades	42
	Schedule of Wage Rates – Access Support Worker, Recreation Program Leaders and Child/Youth Workers	44

TABLE OF CONTENTS (cont'd)

		PAGE
SCHEDULE "B"	Schedule of Wage Rates – Inside Staff	45
SCHEDULE "C"	Schedule of Wage Rates – Outside Staff	48
SCHEDULE "D"	Supplemental Vacation Entitlement	50
SCHEDULE "E"	Residual Items	51
SCHEDULE "F"	Non-Standard Work Week	52

APPENDICES

APPENDIX "A"	Personal and Sexual Harassment – Joint Statement	53
APPENDIX "B"	Employee Alternate System – Letter of Understanding	56
APPENDIX "C"	Article 12(h) of the Collective Agreement – Letter of Understanding	57
APPENDIX "D"	Parks and Recreation – Letter of Understanding	59

This Agreement made and entered into February 6, 2024

BETWEEN THE:

CITY OF PITT MEADOWS
(hereinafter called "the Employer")

PARTY OF THE FIRST PART;

AND THE:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 622
Chartered by the Canadian Union of Public Employees and
affiliated with the Canadian Labour Congress
(hereinafter called "the Union")

PARTY OF THE SECOND PART.

PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

(a) to maintain and improve the harmonious relations and conditions of employment between the Employer and the Union;

(b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;

(c) to encourage efficiency of operation;

(d) to promote the morale, well-being and security of all employees in the bargaining unit of the Union;

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 – TERM OF AGREEMENT

This Agreement shall be for the period from and including 2022 April 01 to and including 2025 March 31 , and from year to year thereafter, subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement (2025 March 31) or immediately preceding the last day of March in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

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

(a) the Union shall give notice to strike (or until the Union goes on strike); or

(b) the Employer shall give notice of lockout (or the Employer shall lock out its employees); or

(c) the parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement;

whichever is the earliest.

The operation of Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from, and shall not be applicable to this Agreement.

ARTICLE 2 – DEFINITIONS

(a) "Employee" shall mean a person who is an "Employee" as defined in the relevant labour legislation of the Province of British Columbia.

(b) "Probationary Employee" shall mean a person serving an initial probationary period of six (6) calendar months, from date of hire (such probationary period may be extended up to three (3) calendar months by mutual consent of both parties in writing), to determine suitability for employment in the position for which they were selected. Notwithstanding the provisions contained in this Section, Regular Part-Time Employees are required to put in the equivalent in hours of a Regular Full-Time Employee with respect to the probationary period.

(c) "Regular Employee" shall mean an employee, full and part-time, who has successfully completed the probationary period.

(d) "Regular and Probationary" employees shall be entitled to all of the provisions of the Collective Agreement, from date of hire, unless expressly provided otherwise herein.

(e) Benefit Entitlements for Part-Time Employees

Regular Part-Time Employee Benefits

Such employees shall receive the following cost settlements on their pay cheque to cover vacation pay, and general holiday pay benefits:

Calendar Year of Service	Percent Cost Settlement
1st – 7th calendar year	10%
8th – 12th calendar year	12%
13th – 19th calendar year	14%
20th calendar year onwards	16%

All Regular Part-Time Employees, except for Casual and Time Duration Employees, upon completion of the probationary period, shall be granted one (1) working day of sick leave (prorated) per month. A Regular Part-Time employee shall be entitled to an accrual of all unused sick leave to a maximum of seventy-five (75) normal working days for future use.

The premium cost of providing employee benefits under Article 13(b) (Group Life Insurance Benefits and Accidental Death & Dismemberment) shall be prorated for Part-Time employees according to their hours of work. In prorating benefit premiums, the Employer shall pay a prorated share of the premium based on the proportion of the employee's regularly scheduled hours compared to the full-time hours of the position and the premium share paid by the Employer for a full-time employee. The employee shall pay the balance of the premium.

For example, where an employee works twenty-one (21) hours per week (in a position where full-time employees work thirty-five (35) hours), the Employer's share of the monthly premium would be forty-five percent (45%) (effective 2024 February 27, sixty percent (60%)) (twenty-one (21) hours (scheduled weekly hours)/thirty-five (35) hours (normal full-time hours) x seventy-five percent (75%) (effective 2024 February 27, one hundred percent (100%)) (Employer's portion of premium for a full-time employee)) and the employee would pay fifty-five percent (55%) (effective 2024 February 27, forty percent (40%)) of the monthly premium.

For Bereavement Leave, the same principle shall be applied to the maximum hourly benefit available to a full-time employee.

For example, where the bereavement benefit for a full-time employee (working thirty-five (35) hours per week) is a maximum of five (5) working days, an employee working twenty-one (21) hours per week would be entitled to a maximum benefit of twenty-one (21) hours of Bereavement Leave (twenty-one (21)/thirty-five (35) x thirty-five (35) hours (five (5) working days)).

(f) Effective 2024 February 27, "Time Duration Employee" shall mean an employee, other than a Probationary, Regular, or Casual Employee, who is employed to augment the regular staff, or to backfill due to a temporary absence of regular staff, or who is employed on a special project of limited duration, not exceeding twenty-four (24) calendar months. Time Duration Employees shall be on probation for the first six (6) months of employment. The employee shall not be entitled to any fringe benefits except as provided for in this Article. Time-Duration Employees shall receive a twelve percent (12%) cost settlement on their pay cheque to cover all employee benefits, vacation pay, general holiday pay, and any other miscellaneous benefits.

For the purpose of this Section, days worked means the days an employee is physically present at the Employer's place of work and is working. This includes approved leave of absences due to a disability if medical certificates from a recognized doctor are provided to the Employer, and statutory approved maternity leave, but does not include weekends, statutory holidays, vacation, absence due to sickness, or any other leave of absence.

(g) Effective 2024 February 27, "Casual Employee" shall mean an employee hired for the purpose of augmenting Regular Employees and Time Duration Employees and for providing coverage for employees absent for short term periods not exceeding four (4) full consecutive pay periods, or any such longer period as may be mutually agreed to between the Employer and the Union.

On completion of probation the employee shall have seniority only within the Casual Employee Group based on days worked. The employee shall not be entitled to any fringe benefits except as provided for in this Article. Casual Employees shall receive a twelve percent (12%) cost settlement on their pay cheque to cover all employee benefits, vacation pay, general holiday pay, and any other miscellaneous benefits.

It is understood that Casual Employees who do not work for a period of thirteen (13) consecutive pay periods or refuse three (3) consecutive call-ins without reasons acceptable to the Employer shall cease to be employees.

(h) "Calendar Year" shall mean January 01 to December 31. Employees who have been employed for less than a twelve (12) month period, but who are on the payroll at January 01, shall be considered to have completed their first calendar year of service.

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

(a) Bargaining Agency

The Employer recognizes the Canadian Union of Public Employees, Local No. 622, as the sole and exclusive collective bargaining agency for all of its employees save and except those excluded by the relevant labour legislation of the Province of British Columbia and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

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

(b) Exclusions

The following positions shall be excluded from the bargaining unit:

Assistant Manger, Operations
Chief Administrative Officer (CAO)
Deputy Corporate Officer
Deputy Fire Chief
Director, Corporate Services
Director, Engineering and Operations
Director, Financial Services
Director, Fire Services/Fire Chief
Director, Parks, Recreation and Culture
Director, Planning and Development
Executive Assistant to the Mayor and CAO

Human Resources Coordinator
Manager, Administration Services/Corporate Officer
Manager, Building & Bylaws
Manager, Communications and Civic Engagement
Manager, Emergency Programs
Manager, Engineering and Facilities
Manager, Financial Planning and Reporting
Manager, Human Resources
Manager, Information Technology
Manager, Major Projects
Manager, Operations
Manager, Parks
Manager, Payroll and Benefits
Manager, Planning
Manager, RCMP Support Services
Manager, Recreation and Culture
Manager, Strategic Initiatives
Occupational Health and Safety Advisor
Project Engineer
Project Manager, Agriculture and Environment

ARTICLE 4 – MANAGEMENT RIGHTS

The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's work force are vested exclusively in the Employer, subject only to limitations imposed upon the Employer by the provisions of this Agreement; provided, however, that this authority will not be used for purposes of discrimination against its employees. The Employer shall have the right to select its employees, to discipline its employees, to suspend employees without pay and to discharge employees for proper cause. It is understood that an employee shall not lose their right to grievance through the grievance procedure.

ARTICLE 5 – UNION SECURITY

All employees of the Employer, as a condition of continuing employment, shall become and remain members in good standing and sign the dues deduction authorization card of the Union, according to the Constitution and By-laws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union.

ARTICLE 6 – CHECK-OFF OF UNION DUES

The Employer agrees to the check-off of all Union dues and initiation dues levied in accordance with the Constitution and/or By-laws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues,

provided that each employee has signed a form, to be supplied by the Employer, authorizing the said deduction (the form shall be substantially the form provided for in Section 10(2) of the relevant labour legislation of the Province of British Columbia) and shall forward to the Union the total of such amounts deducted together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the fifteenth (15th) day of the following month.

ARTICLE 7 – LABOUR MANAGEMENT RELATIONS

(a) Representation

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

(b) Labour Management Committee

A Labour Management Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

(c) Function of Labour Management Committee

(1) To develop and maintain a continuous effective channel of labour-management communication;

(2) To work towards efficiency of operation and encourage employees and the Union to make suggestions in this regard;

(3) To provide a means whereby the Employer can keep the Union and employees informed of proposed organizational and technological changes;

(4) To consider and resolve the effects of any proposed changes on individual employees;

(5) To consider and resolve matters affecting job security or the training, development, safety, health and well-being of employees on the job;

(6) To discuss and settle all matters of mutual concern pertaining to rates of pay, hours of work, collective bargaining and other working conditions.

(d) Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

(e) Meeting of Committee

In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given.

(f) Time Off for Meeting

Any representative of the Union on the Labour Management Committee, who is in the employ of the Employer, shall have the privilege of attending Committee meetings held within working hours without loss of remuneration.

(g) Technical Information

The Employer shall make available to the Union, on request, information such as job descriptions, positions in the bargaining unit and job classifications.

(h) Meeting with Non-Bargaining Unit Supervisor

It is the desire of the parties to resolve matters at the closest working level possible. To this end, the parties agree that before a matter is brought to the Labour Management Committee, it shall first be brought to the attention of the head of the affected department who shall discuss the matter with the appropriate Union and management representative(s).

(i) Representatives for Negotiations

For purposes of negotiating the Collective Agreement, the Employer and the Union shall each be entitled to four (4) representatives.

ARTICLE 8 – SAFETY AND HEALTH

(a) Cooperation on Safety

The Union and the Employer shall cooperate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous work.

(b) Union/Employer Health and Safety Committee

A Health and Safety Committee shall be established which shall be representative of all employees, both inside and outside staff.

(c) Meetings of Committee

The Safety and Health Committee shall hold meetings as requested by the Union or by the Employer and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Safety and Health Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union.

(d) Safety Measures

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing when needed.

(e) No Disciplinary Action

No employee shall be disciplined for refusal to work on a job which, in the opinion of the Safety Committee, is not safe.

(f) Investigation of Accidents

The Union shall be notified immediately of each accident or injury. Upon the request of the Union, the Safety and Health Committee shall investigate and report as soon as possible on the nature and causes of the accident or injury.

(g) Pay for Injured Employee

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at the employee's regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

(h) Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer, providing it is not already covered under some other benefit plan.

(i) Transportation of Employees

Where outside employees are transported to and/or from their work in the back of trucks, such trucks shall be equipped with protection from the weather. No explosive materials, i.e. gas,

dynamite, caps or any dangerous tools to be carried in back of trucks at the same time as employees are transported.

(j) Disclosure of Information

The Employer shall provide the Health and Safety Committee written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment which the Employer is capable of obtaining.

(k) Safety and Health Reports, Records and Data

The Employer shall provide the members of the Health and Safety Committee with the details of every accident, incident or occurrence of an occupational disease that occurred at the work site in the previous month.

ARTICLE 9 – HOURS OF WORK, SHIFTS, OVERTIME AND CALLOUT

Section 1 – Hours of Work

(a) Standard Work Day and Work Week

(1) Hours of Work for Inside Employees

(i) Employees hired before August 4, 1994:

The standard work day of inside employees shall be Monday to Friday, seven and three-quarter (7¾) hours per day, with a forty-five (45) minute lunch period each day with three (3) consecutive days of rest in the first week and two (2) consecutive days of rest in the second week. The third day off can be varied by mutual agreement without payment of overtime.

Employees working these hours shall be paid for seventy (70) hours of work for each two week period worked. The fifteen (15) minutes of time paid for that was not worked in each two (2) week period, totaling six and one-half (6.5) hours in one (1) year, shall be used by the Employer to extend the hours worked by up to fifteen (15) minutes a day for one (1) day a week, at no additional cost, to a total of six and one-half (6.5) hours a year. The days the hours are to be extended are to be determined by the Employer, and two (2) months' notice must be given to all affected employees.

(ii) Employees hired August 4, 1994 or later:

The standard working day of inside employees shall be Monday to Friday, seven (7) hours per day, with a one (1) hour lunch period each day.

The employees concerned are responsible for staggered office hours (8:00 a.m. to 4:30 p.m.) to assure that the Municipal Hall remains open each and every Monday to Friday inclusive.

(2) Effective 2024 February 27, subject to paragraph (b) hereof, the standard work day of Outside Employees shall be eight (8) hours, exclusive of one-half (½) hour for lunch, between the hours of 7:00 a.m. to 5:00 p.m. and the standard work week, subject to paragraph (c) hereof, shall consist of five (5) consecutive working days from Monday to Friday, inclusive.

(b) Non-Standard Work Day

Where the nature of a department, division of a department, or occupation requires daily hours of work other than the standard work day set out in paragraph (a), the normal work day, unless otherwise expressly stated for certain positions set forth in Schedule "F" for Regular Full-Time and Part-Time Employees in such operations shall be any seven and three-quarters (7¾) or eight (8) consecutive hours of work exclusive of a three-quarters (¾) or one-half (½) hour lunch period. This provision shall apply to those positions set out in Schedule "F" and any additions agreed to subsequently by mutual consent of the Employer and the Union.

(c) Non-Standard Work Week

Where the nature of a department, division of a department, or occupation requires a six (6) or seven (7) day operation per week, the normal work week, unless otherwise expressly stated for certain positions set forth in Schedule "F", for Regular Full-Time and Part-Time Employees in such operations may be any five (5) consecutive days followed by two (2) consecutive days of rest, the first deemed to be Saturday and the second deemed to be Sunday. This provision shall apply to those positions set out in Schedule "F" and any additions agreed to subsequently by mutual consent of the Employer and Union.

(d) Non-Standard Work Day/Work Week

Under the conditions listed below employees can work "extended hours" (i.e. work outside of the standard work day or work week range, more than seven (7) hours in a day, or more than seventy (70) hours in a pay period all at straight time rates).

Extended hours worked are banked at straight time rates and may be taken as cash or as time off at a time mutually agreeable to the employee and their supervisor.

Extended hours may be implemented for any new employee hired or who posts into a position after 2014 March 04 within the Information Technology Services department or whose duties include special event or Council committee support under any of the following conditions:

(1) by mutual agreement between the employee and their supervisor;

(2) with seven (7) calendar days' notice to the employee but only in the case of working outside of the standard work day range, (i.e., moving the seven (7) working hours outside of between 7 a.m. and 6 p.m. day to a maximum of five (5) occurrences per month not to exceed twenty-six (26) occurrences per year.

Extended hours may be implemented for any employee for the purpose of staffing City-planned community events by mutual agreement between the employee and the employee's supervisor and with seven (7) calendar days notification to the Union prior to the event.

Should the appropriate notice not be provided then the overtime provisions of Article 9 Section 3 shall apply. It is understood that this provision shall not be used to effect a permanent change to an employee's shift.

(e) Posting of Shifts

Shifts to be drawn up as required, with posting of shifts to be made at least five (5) working days prior to the commencement of each shift.

(f) Break Periods

All employees shall be permitted a fifteen (15) minute rest period in the first half of a shift and a fifteen (15) minute rest period in the second half of a shift.

(g) Informal Adjustment of Hours by Mutual Consent

A supervisor and an employee may, by mutual consent, agree to vary the employee's hours of work, for such fixed period as agreed. The Union shall be notified of such arrangement in writing. In the absence of such fixed period, the arrangement may continue for as long as both the Supervisor and the employee continue to consent except that either the Employer or the Union may cancel the arrangement on thirty (30) days written notice. Such variation in the hours of work shall not establish a precedent. An employee shall not be eligible for additional premiums where an employee initiates a change which would qualify the employee for additional premiums.

Section 2 – Shift Work and Shift Differential

(a) We herein set forth the type of work that shall be considered eligible for shifts:

For Outside Employees

(1) snow removal. Such shifts shall not be more than twelve (12) consecutive hours, lunch time excluded. The provisions of Article 9, Section 3 shall apply to any overtime hours worked.

(2) the salting and sanding of roads for control of frost and black ice. Such shifts shall not be more than eight (8) consecutive hours, lunch time excluded, between the hours of 5:30 a.m. and 10:30 p.m.

(b) (1) Shift work shall take place Monday to Friday only.

(2) A change of shift shall not occur before fifteen and one-half (15½) hours after the end of the employee's last regular scheduled shift. Any employee called out during the fifteen and one-half (15½) hours shall be paid on the basis of the overtime rate.

(c) Where employees in classes of work for which salaries or wages have been established on the basis of a normal week of daytime work are required to work on shifts, a pay differential shall be applied.

(d) Shift Premium

Eligible employees shall receive a shift premium of one dollar ($1.00) per hour in addition to their regular rate of pay for all regular hours worked after 4:30 p.m. and prior to 8:00 a.m.

Effective 2024 February 27, the premium pay for any Utility Operators or Utility Workers who possess the Cross Connection Control Certificate shall be paid a premium of fifty cents ($0.50)/hour. The premium will only be paid to an employee if the employee's certification is in good standing. The premium is payable during an employee's regular hours of work and overtime hours while working in the assigned classification.

(e) Effective 2024 February 27, seniority of all employee types other than Casual and Auxiliary Employees shall determine shift preference, subject to ability to perform the job required. Should any dispute arise in the interpretation of this clause, the matter shall be processed through the grievance procedure.

(f) The Union shall be notified at least five (5) days in advance of a shift being instituted.

(g) Emergency shifts may be instituted by the Employer in which case Article 9, Section 1(d) and Section (f) of this part will be waived.

(1) For purposes of this part, "Emergency" shall include high winds, excessive rain, freshet, snowfall, earthquake, or when the Emergency Operations Centre is activated.

(2) An emergency shall cease when the problem is under reasonable control.

(h) (1) It is understood and agreed that an employee retains the right to appeal under the grievance procedure under this Article.

(2) It is further understood and agreed that when a shift system is placed in effect, this part replaces hours of work as provided for in the Schedules for those employees involved.

Section 3 – Overtime Rates

(a) Overtime work authorized by the Department Head shall be compensated in the following manner:

(1) An employee working beyond their regular work day shall be paid at time and one-half (1½T) the regular hourly rate for the first two (2) hours in excess of the regular hours of work and double (2T) the regular hourly rate thereafter. All hours worked on Saturdays, Sundays and General Holidays shall be paid at double (2T) the employee's regular hourly rate.

(2) Emergency Callout

(i) The Employer agrees to pay all employees a minimum of two (2) hours at overtime rates when they are called back to work outside regular working hours, with the exception of prescheduled evening meetings.

(ii) Notwithstanding Section 3(a)(2)(i) above, when an employee who is authorized by the employee's exempt supervisor or delegate to perform after-hours support receives a telephone call, text or email and is able to respond to the problem over the telephone or by computer or by other electronic means, the employee shall be paid at overtime rates for the time actually worked, rounded to the nearest quarter (¼) hour, with a minimum payment of one quarter (¼) hour.

(3) Double time (2T) shall be paid for all hours worked on General or proclaimed Holidays in addition to regular holiday pay.

(b) Overtime worked shall be divided equitably among the employees in the unit who have the skills, knowledge, and ability to perform the work that is available.

(c) Employees required by the Employer to work overtime shall be entitled to eight (8) hours free from work without loss of pay prior to commencing their next regular shift.

(d) Overtime

(1) An employee may request that overtime hours be taken as time off.

(2) Overtime rates to be applied to banked overtime.

(3) Banked overtime requests will be approved based on operational requirements, by the Department Head or designate.

(4) The scheduling of banked overtime does not take precedence over vacation scheduling.

(5) All banked overtime will be recorded on the bi-weekly pay stub of the employee involved.

(6) There is no limit on the amount of banked overtime that can be accumulated in any one (1) calendar year, however, unless otherwise approved by the Department Head and the Administrator no more than twenty (20) working days (one hundred and sixty (160) hours for outside employees and one hundred and forty (140) hours for inside employees) of accumulated banked overtime may be taken as time-off in any one (1) calendar year. Following December 31 of each year all accumulated banked overtime shall be paid out to employees except that an employee may elect to carry over a maximum of ten (10) working days of accumulated banked overtime.

(7) Where an employee works overtime and/or is called out to deal with situations where the Employer is able to recover the overtime and/or callout costs from Emergency Management BC, the employee shall be paid for such overtime and/or callouts and shall not be permitted to receive banked overtime for such overtime and/or callout.

ARTICLE 10 – PAYMENT OF WAGES AND ALLOWANCES

(a) Pay Day

The Employer shall pay salaries and wages bi-weekly in accordance with the salary and wage schedules attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of their wages and deductions.

Equal Pay for Equal Work

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

(b) Daily Guarantee

Employees reporting for work on the call of the Employer, except school students reporting for work on school days: the employee's regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum of any one (1) day of:

(1) two (2) hours' pay at the employee's regular rate, except where the employee's condition is such that the employee is not competent to perform their duties, or the employee has failed to comply with the Accident Prevention Regulations of the Workers' Compensation Board; and

(2) if an employee commences work, four (4) hours' pay at the employee's regular rate shall be paid.

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

(c) Acting Pay

When an Employer requests an employee to perform the duties of, a higher paying position at an hourly rate of pay, the employee shall receive immediately the rate for the job.

When an Employer requests an employee to perform the duties of, a higher paying position for which a salary range has been established, in excess of one-half (½) working day, the employee shall receive the first rate in that salary range which exceeds the salary the employee receives in their regular position.

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

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

(e) Reclassifications

Effective 2024 February 27, in the event of a reclassification to a higher position, the employee shall be placed on the lowest step of the pay range that exceeds the incumbant's previous rate.

(f) Provisions for Meals and Rest Periods on Overtime

After regular hours where an employee is required to work overtime, for each four (4) hour period worked, the employee shall receive meal breaks of one-half (½) hour and a rest break of fifteen (15) minutes. The meal allowance to be provided is ten dollars ($10.00) for each one-half (½) hour meal break.

(g) Educational Allowance

(1) Required Education

The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify themself to perform their job. The employee must conscientiously attend the course and complete assignments.

(2) Optional Education

The Employer may choose to pay the full or part cost of any other course of instruction requested by the employee. If the employee fails the course, the employee shall refund the tuition fees to the Employer, and the employee shall be responsible for any further costs associated with the course. If and when the employee should pass a course previously failed, for which the employee refunded tuition fees to the Employer, the Employer shall repay the initial tuition fees to the employee.

(3) Payment of Fees

Payment shall be made upon commencement of the course.

(h) Fees & Licenses

The Employer shall pay fees and/or licenses for any employee who is required by the Employer to be a member of an association.

(i) Premium Pay

(1) All employees shall receive an additional fifty cents ($0.50) per hour, in addition to the regular rate of pay for work of an extremely dirty or obnoxious nature, such as spraying, creosoting, extremely dirty ditches and other work of a similar nature, until such time as the employee is able to wash and change clothes. (The Operations Superintendent shall determine when this premium shall be paid). This clause shall not apply to employee(s) working in raw sewage.

(2) In lieu of Section (1) above, sanitary sewer employees shall receive one dollar ($1.00) per hour in addition to the regular rate of pay for the actual time spent working in raw

sewage, i.e. live sewer lines, until such time as the employee is able to wash and change clothes.

(3) Employees who are designated by the Employer to be First Aid Attendants will receive a premium of forty-four cents ($0.44) per hour for their Occupational First Aid Level I duties.

Payment is to be prorated where the employee is absent from the workforce or is designated for less than full-time for purposes of providing first aid duties.

Employees not designated by the Employer as First Aid Attendants will not be required to take First Aid training, but will have the option to take training when made available by the Employer.

(4) All members of the Asphalt Crew, including the Truck Driver, shall receive an additional thirty-two cents ($0.32) per hour boot allowance for actual time engaged in working with asphalt.

(5) All equipment on job sites shall include a reasonable set of tools for minor maintenance. Where an employee is required to use their own tools because the Employer's tools are not available, the employee(s) shall receive ten cents ($0.10) per hour in addition to their normal rate of pay.

(6) Truck Driver III shall be paid at rates established for Equipment Operator IV while employed driving a truck and operating an attached sidewinder.

(j) Clothing and Broken Tool Replacement Policies

(1) The Employer agrees to supply:

(i) six (6) pairs of coveralls for all outside employees, and one (1) pair of clean coveralls per week for Building Official(s), Engineering Technician(s), and By-Law Enforcement Officer(s);

(ii) rubberized suit and suitable oxygen mask for pump stations;

(iii) a set of rain gear, consisting of jacket and pants, for each outside employee, Building Official(s), Engineering Technician(s) and By-Law Enforcement Officer(s); damaged or worn rain gear must be turned in to be replaced; lost rain gear will be replaced at the employee's cost; all rain gear will remain the property of the Employer.

(2) In any case where mechanics and carpenters are required by the Employer to provide their own hand tools and where such hand tools are broken as a result of such employees carrying out the required duties and responsibilities in a proper manner, then the Employer shall pay the cost of replacing such broken hand tools, unless the employee is able to effect replacement without cost to themself under the terms of a guarantee or warranty, provided the replacement is approved by the Operations Superintendent.

(3) All employees required to wear safety boots shall receive an annual allowance of seventy-five dollars ($75.00).

(4) Any inside employee who is required by the Employer to work outside in the performance of their duties shall also be entitled to the benefits outlined in Article 10(j)(1)(iii).

(k) Mileage and Vehicle Usage Compensation

Employees who use their own vehicles to conduct business on behalf of the Employer shall be reimbursed in accordance with the Employer's current policy which shall include a reference to the current Canada Revenue Agency non-taxable rate per kilometer.

(l) Standby Pay

(1) Money earned from standby may be banked.

(2) An employee shall be paid applicable mileage rates when required to report directly to the callout location.

(3) Where the employee is requested by the Employer to be on standby, the employee shall receive two (2) hour's pay at their regular rate of pay for each weekday for hours outside the standard working hours. Standby shall be dealt with on a rotation, and standby time shall be paid at the rate of eight (8) hours per weekend (from Friday at 4:30 p.m. to Monday at 8:00 a.m.), and four (4) hours per statutory holiday at the employee's regular rate of pay. Standby shall be performed in one (1) week periods.

(4) An employee on standby shall have the option of being provided with a municipal vehicle equipped with the pertinent tools, etc., to attend an emergency.

(5) Standby will have a minimum rate as per Schedule "C" of the Agreement when the employee is called out to provide after hours service. If an employee's normal rate is higher than the Schedule "C" rate, the employee will be paid at their regular rate.

(6) Postings for standby will occur when:

(a) an employee leaves the standby rotation (quits, retires, or is terminated);

(b) the Employer deems it necessary to increase the number of employees in the rotation.

Effective 2024 February 27, any employee posting into the standby rotation list is required to provide a minimum of one (1) month's notice of their intent to be removed from the standby rotation list.

(m) Market Adjustments

Where a classification has been identified by the Employer as being behind market and/or such class has been difficult to recruit for or to retain employees in, the Employer may, after advising the Union, temporarily increase the rate of pay for the classification by up to two (2) pay grades

(or its percentage equivalent). These temporary adjustments do not alter the rate of pay for the classifications in Schedules “A” and “C”.

Such temporary increases will be reviewed by the Employer annually on July 31 or such other date as mutually agreed between the parties. Upon such annual review, if the rate of pay for a classification is found to be above market then the rate of pay for the classification may be adjusted by the Employer to reflect the new market conditions but in no case will the rate of pay be adjusted below the rate of pay shown in Schedule “A” or “C”. Those employees who would be adversely affected by such an adjustment shall remain at their current rate until such time as normal increments and/or general negotiated increases result in a rate that matches or exceeds the employee’s current rate, at which time employees shall again become eligible for increments and subsequent general increases.

ARTICLE 11 – GENERAL HOLIDAYS

(a) Effective 2024 February 27, all Regular Full-Time Employees shall receive pay for the following General Holidays:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
British Columbia Day
Labour Day
National Day for Truth and Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and any other day proclaimed as a holiday by the Federal, Provincial and Municipal Governments.

For provisions for Time Duration, Part-Time, and Casual Employees see Article 2.

(b) The National Day for Truth and Reconciliation shall be administered strictly in accordance with the *Employment Standards Act*.

(c) When any of the above-noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

(d) Holiday Pay

Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) normal day's pay. Employees who are required to work shall be paid in accordance with prevailing overtime rates.

(e) Holidays on Day Off

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day(s) off immediately following their two (2) consecutive days of rest.

ARTICLE 12 – ANNUAL VACATIONS

All Regular Full-Time Employees covered by this Agreement shall receive an annual vacation with pay on the following basis: (For the purpose of this Section, a calendar year shall be January 1st to December 31st, inclusive).

Note: Effective date of change in vacation allotment from days to hours is 1995 January 01.

(a) In the first part calendar year of service, employees shall accumulate up to fifteen (15) working days (being one hundred and five (105) hours for inside employees and one hundred and twenty (120) hours for outside employees) on the basis of one-twelfth ($^1/_{12}$) of fifteen (15) working days for each completed month of employment or major fraction thereof. A working day is seven (7) hours for inside employees and eight (8) hours for outside employees.

Employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll at January 1st, shall be considered to have completed their first calendar year of service.

(b) Employees, during their second (2nd) calendar year of service, shall earn, one hundred and five (105) hours in the case of inside employees and one hundred and twenty (120) hours in the case of outside employees, annual vacation at their regular rate of pay. Employees, during their third (3rd), fourth (4th), fifth (5th), sixth (6th) and seventh (7th) calendar year of service, shall earn an annual vacation on the same basis as they did in their second (2nd) calendar year of service.

(c) Employees, during their eighth (8th) calendar year of service, shall earn, one hundred and forty (140) hours in the case of inside employees and one hundred and sixty (160) hours in the case of outside employees, annual vacation at their regular rate of pay. Employees, during their ninth (9th), tenth (10th), eleventh (11th) and twelfth (12th) calendar year of service, shall earn an annual vacation on the same basis as they did in their eighth (8th) year of service.

(d) Employees, during their thirteenth (13th) calendar year of service, shall earn, one hundred and seventy-five (175) hours in the case of inside employees and two hundred (200) hours in the case of outside employees, annual vacation at their regular rate of pay. Employees, during their fourteenth (14th), fifteenth (15th), sixteenth (16th), seventeenth (17th), eighteenth (18th) and nineteenth (19th) calendar year of service shall earn an annual vacation on the same basis as they did in their thirteenth (13th) calendar year of service.

(e) Employees, during their twentieth (20th) calendar year of service and thereafter, shall earn, two hundred and ten (210) hours in the case of inside employees and two hundred and forty (240) hours in the case of outside employees, annual vacation at their regular rate of pay.

(f) Each employee will receive one (1) supplementary week of vacation, being thirty-five (35) hours for inside employees and forty (40) hours for outside employees, at the beginning of each five (5) years commencing during the fifteenth (15th) calendar year of service, with each supplementary week to be taken during the course of the five (5) year period. The supplementary vacation entitlement shall be as set out in Schedule "D".

(g) Where an employee becomes eligible for added vacation on January 1st in any year, the employee shall be entitled to such added vacation at the time of taking their annual vacation.

(h) On or before April 1st of each calendar year, employees shall submit their requests for annual vacations and on or before April 30th of each calendar year, the Employer shall approve the scheduling of annual vacations for employees. Where an employee has made arrangements for annual vacation which have been approved by the Employer, and subsequently such employee is required by the Employer, due to emergent conditions, to change such vacation period, then the employee shall be granted one (1) additional week of vacation pay, being thirty-five (35) hours for inside employees and forty (40) hours for outside employees, in addition to the employee's regular entitlement.

(i) Where the Employer schedules holidays and there are two (2) or more employees requesting holidays at the same time, the employee with seniority shall be given first preference to only one (1) of any period of holidays.

(j) When a General Holiday falls or is observed during an employee's annual vacation period, the employee shall be granted an additional day's vacation for each General Holiday, in addition to their regular vacation time.

(k) Except in the case of an employee in the year of their retirement, where vacation entitlement is pro-rated, in the event of termination of employment by the employee or Employer, the provisions of the Employment Standards Act shall apply, unless the employee shall have given two (2) weeks' notice of termination, in which case the employee shall be paid on the appropriate percentage basis as indicated in (b), (c), (d), and (e) above, dependent upon calendar years of service.

(l) An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

(m) Employee's pay for the annual holiday, to which the employee is entitled, shall be paid in one (1) payment to the employee at least one (1) day before the beginning of the employee's annual holiday.

(n) Where an employee has mutually agreed with the Department Head to take their annual holiday entitlement in one (1) unbroken holiday period, or any combination of five (5) consecutive working days, payment for the employee's annual holidays shall be in accordance with the foregoing Section.

(o) <u>Approved Leave of Absence During Vacation</u>

Where an employee qualifies for sick leave, bereavement, or any other approved leave during the employee's period of vacation, there shall be no deduction from vacation credits for such absence. Sick leave credit shall only apply for periods in excess of three (3) days, subject to Article 14, Clause (f). The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

(p) <u>Deferred Vacation</u>

An employee who is entitled to annual vacation of twenty-five (25) working days or more in any year:

(1) shall take at least twenty (20) working days of such annual vacation during the year in which it is earned, and

(2) may defer the taking of any part of such annual vacation in excess of twenty (20) working days; provided however that the maximum deferred vacation which an employee may accumulate at any one (1) time shall be twenty (20) working days.

When an employee's deferred vacation reaches the maximum and the employee has unused vacation in a calendar year, the Employer may, at its discretion, pay out the unused vacation for that year.

Where an employee defers vacation, the calculation required in Article 12(p) shall be done as if the employee had taken their full vacation that year.

Article 12(l) is not applicable to the scheduling of deferred vacation. Deferred vacation may only be scheduled adjacent to annual and supplementary vacation with the approval of the Employer.

(q) On hiring, a unionized employee from another employer may be started on the vacation schedule set out above at up to the entitlement held at their former employer, to a maximum entitlement of twenty-five (25) vacation days at the discretion of the Employer. New employees who receive recognition for previous service under this provision will not receive recognition in any other areas such as, but not limited to, seniority or length of service or supplementary vacation.

ARTICLE 13 – EMPLOYEE BENEFITS

(a) Pension Plan/Retirement

In addition to participating in the Canada Pension Plan, any employee entering the service of the Employer shall participate in the Municipal Pension Plan in accordance with its rules including employees retiring no later than the normal retirement age as defined in the Municipal Pension Plan Rules.

(b) Extended Health Care, Dental Care, and Group Life Insurance Benefits

The Employer agrees to provide, and each Regular Employee shall be required to participate in (unless satisfactory proof is provided to the Employer that the employee is already covered under the plan of a spouse or parent) the following benefit plans based on the agreement between the Employer and the carrier, and on the following general principles. Regular Full-Time Employees shall be enrolled in the plans the first day of the month following the commencement of employment. Regular Part-Time Employees shall be enrolled in the plans the first (1st) of the month following the completion of the hourly equivalent of their probation period.

Note: Mandatory participation requirements apply to all employees hired after 1994 August 04.

(1) Extended Health Plan

(i) Vision Care: When recommended by a physician or optometrist, frames, lenses and the fitting of any type of prescription glasses (including contact lenses), and laser eye surgery, up to a total payment of five hundred dollars ($500.00) per person in a twenty-four (24) month period.

(ii) Hearing Aids: Purchase of hearing aids up to a total of five hundred dollars ($500.00) per person in any twenty-four (24) consecutive months.

(iii) Eye Exams: Coverage for eye exams in the amount of one hundred and twenty dollars ($120.00) (effective 2024 February 27, one hundred and twenty-five dollars ($125.00)) every two (2) years.

(iv) Oral Contraceptives: Coverage for oral contraceptives in accordance with the Plan.

(v) Paramedicals: Coverage for the following paramedicals:

- massage and physiotherapy will have a combined maximum of seven hundred dollars ($700.00) per calendar year;
- chiropractic and naturopathy will have a combined maximum of five hundred dollars ($500.00) per calendar year;
- acupuncture will have a maximum of four hundred dollars ($400.00) per calendar year;
- podiatry will have a maximum of six hundred dollars ($600.00) per calendar year; and
- psychology will have a maximum of seven hundred dollars ($700.00) per calendar year. Effective 2024 February 27, psychological services including clinical counsellors will have a maximum of eight hundred dollars ($800.00) per plan member per calendar year.

(vi) The EHB deductible shall be one hundred dollars ($100.00).

Effective 2024 February 27, the cost of EHB shall be borne one hundred percent (100%) by the Employer.

(2) Dental Plan

Providing:

(i) Basic Services (Part A) – ninety percent (90%);

(ii) Major (Crowns and Bridges) (Part B) – seventy percent (70%);

(iii) Orthodontics (Part C) – fifty percent (50%), with a lifetime maximum of four thousand dollars ($4,000.00);

(iv) Combined annual maximum of Parts A and B – three thousand dollars ($3,000.00).

Effective 2024 February 27, the cost of providing Dental benefits shall be borne one hundred percent (100%) by the Employer.

(3) Group Life Insurance

Twice annual salary to maximum of one hundred and fifty thousand dollars ($150,000.00).

Notwithstanding the provisions contained in this clause, all Time Duration and Casual Employees shall be excluded from all of the above stated employee benefits as per Article 2.

The cost of providing Group Life Insurance benefits shall be borne seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the employees.

(c) If any of the benefit plans are to be re-tendered, the Employer shall notify the Union and give the Union the opportunity for participation.

(d) Optional Group Life Insurance

Subject to the provisions of the Plan, eligible employees and spouses shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars ($10,000.00) up to a maximum of five hundred thousand dollars ($500,000.00). The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.

ARTICLE 14 – SICK LEAVE PROVISIONS

(a) Effective 2024 February 27, upon reaching ninety (90) days of employment all Regular Employees (full-time and part-time) shall be granted sick, per Article 2 and 14, accruing from their first day of employment as a Regualr Employee.

Effective 2024 February 27, Regular Full-Time employees will be granted one and one-half (1 ½) days' sick leave per month, and shall be entitled to an accrual of all unused sick leave to a maximum of two hundred and sixty-one (261) days for the employee's future benefits.

Effective 2024 February 27, Regular Part-Time employees will be granted one (1) day (prorated) sick leave per month, and shall be entitled to an accrual of all unused sick leave to a maximum of seventy-five (75) days for the employee's future benefits.

(b) Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the WorkSafe BC Act.

(c) Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason (including sick leave without pay), or is laid off due to lack of work, the employee shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit.

(d) Extension of Sick Leave

An employee with more than one (1) year of service who requires a longer period of sick leave than that standing to their credit in order that the employee may have treatment and recover from an illness may, upon written application approved by the Employer, be allowed to anticipate extension of their sick leave to a maximum of eighteen (18) additional working days. This sick leave extension shall be repaid by the employee by cash or upon the employee's return to duty through their normal monthly accumulation and, except with the permission of the Employer, no further payment of sick leave benefit shall be made until the extended credit has been so repaid. Regular Employees who are eligible for service severance pay may have such entitlement accessed by the Employer should it be necessary to recover any outstanding costs resulting from the employee not having repaid in whole or in part the costs associated with being granted the Extension of Sick Leave benefit.

(e) Deductions from Sick Leave

A deduction shall be made from the employee's sick leave bank for each hour absent from the workplace due to medical reasons.

(f) Proof of Illness

An employee may be required by the Employer to produce a Certificate from a qualified Medical Practitioner for any illness, certifying that such employee is unable to carry out the employee's duties due to illness or non-compensable accident. Where such Medical Certificate is not produced, there shall be no sick pay allowed.

(g) Sick Leave Records

A record of all unused sick leave will be kept by the Employer. Immediately after the close of each calendar year, each employee shall be advised of the amount of sick leave accrued to their credit.

(h) In case of illness of an immediate member of the family of an employee where no one is at home other than the employee who can provide for the needs of the ill person, the employee shall be entitled, after notifying the Department Head, to use a maximum of five (5) accumulated sick leave days per year for this purpose. However, the Employer may require proof of illness in case of illness of an immediate member of the family of an employee. Prior to notifying the Department Head, the employee must have twelve (12) days in their sick leave bank before they can apply for the family illness provision.

(i) Employees shall notify their respective Department Head during the first hour prior to the commencement of their scheduled shift that sick leave is being used.

Notwithstanding the provisions contained in this clause, it is agreed and understood that where it is found impossible to comply with the paragraph above, employees shall notify their respective Department Head during the first two (2) working hours immediately following the start of their scheduled shift.

(j) Sick Benefits on WorkSafeBC Claim

Where a Regular Employee is on a claim recognized by WorkSafeBC, the employee shall be entitled to leave at the employee's approximate net pay. Where an employee elects to claim leave with pay under this Article, the compensation payable by WorkSafeBC shall be remitted to the Employer. The difference of the employee's rate of pay paid and the WorkSafeBC cheque should be deducted from the employee's accrual of sick leave.

(k) Sick Leave Reimbursement

An employee who has received sick leave benefits for injuries caused by a third party shall be obliged, in the event such employee undertakes an action for recovery of damages against the third party, to seek recovery of the total cost of wages and benefits paid to the employee while on sick leave. The employee shall be obliged to reimburse the Employer to the extent the employee succeeded in recovering such wages and benefits. This provision includes claims made to ICBC.

ARTICLE 15 – LEAVE OF ABSENCE

(a) For Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance.

(b) Leave for Union Duties

(1) It is agreed that official representatives of the Union be granted leave of absence, without pay, to attend Union Conventions or perform any other function on behalf of the Union and its affiliation, provided not more than one (1) Union representative shall be away at any one (1) time. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement.

(2) It is agreed that any employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of up to two (2) years and may be renewed bi-annually on request during the employee's term of office.

(3) With respect to any leave of absence granted without pay under paragraph (1), the Employer shall continue to pay such representative's regular pay and shall submit an account to the Union for such amount plus an additional flat rate of thirty percent (30%) of the pay to offset the cost of benefits paid by the Employer while such representative is

on leave of absence. The Union shall then reimburse the Employer to the amount of the account within thirty (30) calendar days.

(c) Bereavement Leave

Effective 2024 February 27, a Regular Employee shall be granted leave to a maximum of five (5) regularly scheduled working days' leave without loss of pay or benefits in the case of the death of a parent, step-parent, spouse, sibling, grandchild, child, (including foster child living in the household) or parent-in-law.

A Regular Employee shall be granted to a maximum of three (3) regularly scheduled working days' leave without loss of pay or benefits in the case of the death of a child-in-law, sibling-in-law, grandparent, aunt or uncle; or any other relative residing in the employee's household.

A relative, as identified herein, includes a person related by marriage, adoption or common-law.

Where the burial occurs outside the Province, an additional leave without pay may be granted for travel time.

(d) Mourner's Leave

One-half (½) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

(e) General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly.

(f) Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between the employee’s normal earnings and the payment the employee receives for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

An employee who is required to serve as a witness on their regular scheduled day off, in a court action as a direct result of the employee’s duties being performed while on the job, will be paid at the prevailing overtime rates upon proof of time served.

(g) Maternity and Parental Leave

(a) Length of Leave

Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

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

Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay. The employee shall take the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the employee.

Extensions – Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed seventy-eight (78) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

(1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.

(2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)

(3) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of

the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.

(4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.

(5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.

(6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date the employee gave birth.

(c) Return to Work

On resuming employment an employee shall be reinstated in their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

(1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.

(2) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified the Department Head of their intention to return to work pursuant to paragraph (b)(4) and who subsequently suffers any illness or disability which prevents the employee from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

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

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

(f) Supplementary Employment Insurance Benefit

(1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.

(2) 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 maternity benefits are eligible to receive SEIB Plan payments.

(3) 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.

(4) 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 gross weekly earnings and is paid as follows:

(a) for the first six (6) weeks, which includes the 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.

(5) 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 normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.

(6) 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.

(h) Paternity Leave

One (1) working day with pay shall be provided upon birth or adoption of a child, on the day of birth or adoption.

(i) Leave of Absence for Public Duties

(1) Upon written request, the Employer may grant a leave of absence without pay and without loss of seniority to a maximum of four (4) weeks so that an employee may be a candidate in federal, provincial or municipal elections.

(2) Upon written request, the Employer may grant a leave of absence without pay and without loss of seniority to an employee who is elected to public office, during the employee's term of office.

(3) Such leaves shall not be unjustly withheld.

(4) The employee shall pay the premiums for all benefit plans.

ARTICLE 16 – SERVICE SEVERANCE PAY

(a) Effective 2024 February 27, it is agreed and understood that "Service Severance Pay" shall be paid to employees of the Employer on the following basis:

(1) Employees retiring from the service of the Employer who have completed eight (8) years of service or more, and who have applied for and are receiving their municipal pension, shall be paid three (3) days' pay for each year of service.

For the purpose of this Article, Service Severance Pay accumulation shall be from date of hire.

(b) For the purpose of Service Severance Pay, the following definitions shall apply:

"Retirement" – shall be defined as an employee leaving the service of the Employer in accordance with the provisions of the Municipal Pension Act, and shall apply to all employees as though contributing under the said Act, provided they retire at the retirement ages permitted in the Municipal Pension Act.

"Day's Pay" – shall be defined as pay for one (1) day at the then current rate of pay for the classification in which the employee was regularly employed.

Where an employee is on a monthly rate, the daily rate for the purposes of this Article shall be calculated as follows:

$$\frac{\text{Monthly rate} \times 12}{261} = \text{Daily Rate}$$

In the event of death, all such accrued Service Severance Pay shall be paid to the employee's estate.

ARTICLE 17 – SENIORITY

(a) General

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

Seniority is defined as continuous length of service in the bargaining unit.

(b) Calculation of Seniority

Effective 2024 February 27:

(1) All employees will retain the seniority they achieved as of 2023 December 31.

(2) Beginning 2024 January 01, seniority for all categories of employees will accumulate based on paid hours including hours worked and paid leaves.

(3) Regular Full-Time and full-time Time Duration Employees must complete a probationary period of six (6) months in a single position before excercising seniority rights.

(4) Regular Part-Time and part-time Time Duration Employees must complete a probationary period of nine hundred and ten (910) hours Inside/one thousand and forty (1040) hours Outside, in a single position, before exercising seniority rights.

(5) Casual and Auxiliary Employees must complete a probation period of one thousand and forty (1040) hours in a single or multiple positions, before exercising seniority rights.

(6) The Employer retains the right to determine that each employee has the knowledge, skills, and abilities to perform required duties regardless of seniority.

(7) Regular Employees who have completed their six (6) month probation, and with the requisite knowledge, skills, and abilities, will be considered for appointments and in job competitions before other categories of employees regardless of seniority.

(8) The Employer may assign shifts to Auxiliary Employees and Casual Employees without regard for seniority.

(c) The Employer shall maintain a Seniority List showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union during the month of January and July of each year.

(d) Retention of Seniority

It is agreed between the parties hereto that seniority shall be retained and accumulated, except as noted in Clauses (1) and (2), on the following basis:

(1) employees who are laid off after six (6) calendar months but less than one (1) year's service shall retain seniority for a period of six (6) calendar months;

(2) employees who are laid off after one (1) year's service shall retain their seniority for a period of one (1) year;

(3) absence due to a bonafide sickness, provided such sickness is attested to by a qualified medical practitioner;

(4) authorized leave of absence;

(5) absence while serving in the Armed Forces, during a national emergency for a period of ninety (90) days after honourable discharge;

(6) absence due to Maternity Leave.

(e) Loss of Seniority

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

(1) the employee is discharged for just cause and is not reinstated;

(2) the employee resigns;

(3) the employee is absent from work in excess of two (2) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;

(4) the employee fails to return to work within ten (10) calendar days following a layoff and after being notified by registered mail to the employee's last known address to do so, unless through sickness or other just cause, provided however that the ten (10) calendar days commence on the date the Employer registers the notification of recall; it shall be the responsibility of the employee to keep the Employer informed of their current address;

(5) the employee is laid off for a period longer than,

(i) six (6) months where the employee's seniority is retained for only a six (6) month period; or

(ii) one (1) year where the employee's seniority is retained for a one (1) year period.

(f) Regular Employees who transfer to positions made available by augmenting the regular staff or by a special project of limited duration, shall, upon completion of said assignment, be returned to their former position without loss of seniority and scheduled rate of pay. Such transfers shall be at the discretion of the Employer.

(g) Time Duration Employees, employed to fill those positions made available by the reassigning of Regular Employee positions, shall be terminated upon the Regular Employee returning to their position.

(h) Employees, other than Regular Employees, may apply for posted vacancies on the regular staff; however, no regular position shall be filled by employees other than Regular Employees until all provisions applying to Regular Employees have been fulfilled.

ARTICLE 18 – PROMOTIONS AND STAFF CHANGES

(a) Job Postings

When a vacancy occurs or a new position is created in the bargaining unit, the Employer shall notify the Union in writing and post notices of the position in the Employer's offices, shops and on all bulletin boards for a minimum of five (5) working days in order that all members will know about the position and be able to make written application therefore. It is agreed between the parties that should the necessity arise, the vacancy or new position may be filled by a Temporary Employee for a period not exceeding thirty (30) working days, provided that an extension of time may be granted by mutual agreement of the parties.

In the event of a temporary vacancy for which the Employer received less than six (6) working days' notice and for which such vacancy could not reasonably have been anticipated, the posting period is reduced from five (5) working days to three (3) working days. It is further agreed that short term vacancies for periods reasonably expected not to exceed twenty-five (25) working days that the posting period is waived and the position shall be filled in accordance with Article 18(e).

Note: A vacancy does not include such circumstances where an employee temporarily leaves their position for short durations such as vacations.

(b) Information in Postings

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function at a reasonably high level of competency and efficiency and may not be established in an arbitrary or discriminatory manner.

(c) Advertising

Such notice shall be posted after notification of a position becoming vacant.

(d) Recognition of Seniority

Both parties recognize:

(1) the principle of promotion within the service of the Employer;

(2) that job opportunity should increase in proportion to length of service.

(e) Method of Making Appointments

Effective 2024 February 27, in making staff changes, transfers, or promotions, the required knowledge, ability and skills for the position shall be the primary consideration. Where two (2) or more employees are equally capable of filling the position, seniority shall be the deciding factor.

When filling vacant positions covered by this Agreement Regular Employee applicants who have completed their six (6) month probation, and who meet the minimum qualifications, shall be given first (1st) consideration for the position before Time Duration Employees, Casual Employees, Auxiliary Employess, and outside applicants are considered.

Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

(f) Trial Period

The successful applicant of a full-time position shall be placed on trial for a period up to three (3) calendar months (for a part-time position, the equivalent of full-time hours). Should significant concerns about the employee arise during this period, the Employer shall advise the Union of those concerns and such period may be extended for an additional period of up to three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period(s), or if the employee finds that they are unable to perform the duties of the new job classification, the employee shall be returned to the employee's former position without loss of seniority and wage or salary.

(g) The Employer agrees to notify the Union and the employee, in writing, when an employee covered by this Agreement is hired, promoted, demoted, transferred, laid-off, recalled, resigns, is suspended, or is terminated.

ARTICLE 19 – GRIEVANCE PROCEDURE AND ARBITRATION

(a) In the event that any difference arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee, and including any question or difference as to whether any matter is arbitrable, such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

Step 1

The aggrieved employee(s), accompanied by a shop steward, shall first discuss the grievance with their Department Head (or designate) within fourteen (14) days of the circumstance(s) giving rise to the grievance.

Step 2

Failing satisfactory settlement within seven (7) days after the discussion held in Step 1, the grievance shall be reduced in writing, and the employee and the shop steward (or designate) shall submit the grievance to the Administrator (or designate) within a further twenty-one (21) days. The Administrator (or designate) shall reply in writing within fourteen (14) days of receiving the submission of the grievance in writing.

Step 3

Failing a satisfactory settlement being reached in Step 2, then either party may give notice of arbitration within twenty-one (21) days of the date of the decision of the Administrator.

(b) Policy and Dismissal Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, or where an employee wishes to grieve their dismissal, Step 1 of this Article may be bypassed.

(c) Union May Institute Grievances

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

(d) Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

(e) Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meeting.

(f) Composition of Board of Arbitration

(1) When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board.

(2) Within seven (7) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two (2) appointees shall then select an impartial chairperson.

(3) Within a further fourteen (14) days, the two (2) nominees shall agree upon a Chairperson. Failing agreement upon a person willing to act, either party may apply to the Minister of Labour to appoint a Chairperson.

(4) Each party shall pay its own cost and expenses of the Arbitration and its nominee and one-half (½) the remuneration and disbursements or expenses of the Chairperson.

(g) Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary.

(h) Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.

(i) Section 104 of the B.C. Labour Code

Either party may apply under Section 104 of the B.C. Labour Code to use the expedited Arbitration process under the B.C. Labour Code to assist in the resolution of a grievance.

ARTICLE 20 – LAYOFFS AND RECALLS

(a) Layoff Procedures

Both parties recognize that job security should increase in proportion to length of service. Therefore, when a layoff occurs, employees shall be laid off in the reverse order of their seniority.

In the event of layoffs, the Employer shall determine the classification affected and the junior employee within such classification shall be provided notice of layoff in accordance with the Collective Agreement and advised of their right to exercise their seniority by displacing the least senior employee in an equal or lower classification provided they are qualified to perform the duties of the position as identified in the job description. Any disagreement concerning qualifications and requirements of the position shall be referred to the Labour Management Committee.

Prior to any layoff the layoff will be discussed jointly by the Labour Management Committee.

(b) Recall Procedures

(1) Employees shall be recalled in the order of their seniority, providing they are qualified to do the work; provided, however, employees are recalled within the time limits specified in Article 17(d), Sections (1) and (2) and in Article 17(e), Section (4). The employee shall advise the Employer, within two (2) working days of receiving notification, of the employee's intent to commence work as requested.

(2) No new employees will be hired until those laid off have been given an opportunity for re-employment.

(c) Notice of Layoff

The Employer shall notify Regular Employees who are to be laid off ten (10) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work the full notice time the employee shall be paid in lieu of work for that part of the ten (10) working days that the work was not made available.

(d) Layoff Severance Pay

A Regular Employee who has received written notice of layoff shall, within five (5) calendar days, elect to:

(1) exercise their seniority rights for bumping purposes; or

(2) accept layoff.

If the employee accepts layoff, the employee shall, within thirty (30) calendar days from the effective date of layoff, elect to:

(1) either retain seniority rights of layoff and recall; or

(2) accept severance pay.

Upon acceptance of severance pay all seniority rights to recall under the Agreement are terminated; or upon acceptance of retention of seniority rights of layoff and recall all rights to severance pay under these provisions are terminated. Entitlement to, and severance pay for each Regular Employee will be as follows:

(1) three (3) days' pay for each calendar year of service up to and including five (5) calendar years of service;

(2) thereafter, five (5) days' pay for each calendar year of service;

(3) the maximum number of days' pay for severance will be ninety (90) days' pay.

Part-time service shall be calculated on a pro-rata basis. Salary upon which severance pay is calculated shall be based on the employee's salary at the effective date of the employee’s termination.

ARTICLE 21 – JOB CLASSIFICATION AND RECLASSIFICATION

(a) Job Descriptions

The City agrees to develop and maintain job descriptions for all positions covered by Schedules “A” and “C” of this Agreement. Classifications and job descriptions so established shall not be eliminated without first advising the Union.

(b) Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the Union and/or employee feels the employee is unfairly or incorrectly classified, or when any position not covered by salary and wage schedules attached hereto is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become effective on a date mutually agree upon between the parties.

ARTICLE 22 – ENVIRONMENTAL AND HEALTH & SAFETY ISSUES

(a) The City of Pitt Meadows encourages all employees to become aware of Environmental and Health & Safety issues.

(b) Any Municipal employee who is requested to perform work in a manner that, in the employee's opinion, may cause damage to the environment or pose a safety hazard to the employee or the general public, or observes the work of others that may pose similar hazards, shall immediately notify their immediate Supervisor in writing.

(c) No employee will be reprimanded or face discharge, suspension, or other disciplinary action for reporting to their supervisor any infraction that may cause injury to the environment or pose a safety hazard to any employee or the general public.

ARTICLE 23 – TECHNOLOGICAL AND OTHER CHANGES

The Employer recognizes that it has a responsibility to its employees before the introduction of any technological changes or methods of operation which may adversely affect the continued employment of Regular Employees, conditions of employment, wage rates or work load. In this respect, the Council of the City of Pitt Meadows shall notify the Union.

Sub-committees of the Labour Management Committee shall be established when the need arises and shall be comprised of two (2) representatives from each party.

The Employer further recognizes that Regular Employees so affected will be given all available opportunities commensurate with seniority and abilities to acquire the necessary knowledge and skills required for retention of their employment.

Notwithstanding the foregoing, it is agreed between the parties that any Regular Employee who is displaced as a result of technological changes or method of operation will be given an opportunity to fill vacancies related to the employee's skills and qualifications according to seniority.

(a) Training Program

Regular Employees may be encouraged to learn the duties of other positions under proper supervision and every opportunity may be afforded them to learn the work of such positions during the regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. The Department Head may for this purpose arrange for the interested employee(s) to learn positions for a temporary period without affecting the rates of pay of the employee(s) concerned.

(b) Employee(s) interested in training for other positions may in showing initiative make every effort to gain knowledge, ability and skill outside the Municipal sphere so as to augment Article 23(a) above.

ARTICLE 24 – JOB SECURITY

The Employer has the right to contract out any work; however, such contracting out shall not affect the continued employment of those Regular Employees (including Probationary Employees) on the City's payroll.

ARTICLE 25 – GENERAL CONDITIONS

(a) Proper Accommodation

Proper accommodation shall be provided for employees working at the Municipal Hall and Municipal Works Yard to have their meals and change their clothes. The Employer will endeavour to provide a vehicle in which those employees on other job sites may eat their lunch.

(b) Bulletin Boards

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

(c) Notice of Termination

All employees shall give not less than ten (10) working days' notice to their Department Head of intention to terminate employment.

(d) Indemnity

Where coverage supplied through its comprehensive liability policy does not apply, the Employer agrees to meet with the Union to determine whether or not legal counsel should be provided by the Employer.

(e) Plural or Feminine Terms May Apply

Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

(f) Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Collective Agreement and the employee's rights and obligations under it. The Union and the Employer shall share the cost of producing the Collective Agreement and copies shall be distributed to each employee within thirty (30) days of signing the Memorandum of Agreement.

(g) Employment Insurance Rebate

The employee's share of any Employment Insurance Rebate shall be retained by the Employer to partially offset the cost of benefits provided in the Collective Agreement.

ARTICLE 26 – CONTINUATION OF ACQUIRED RIGHTS

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

ARTICLE 27 – CROSSING OF PICKET LINES DURING STRIKE

No employee covered by this Agreement, except in emergency conditions, will be required to enter any building, property or business where a picket line is in evidence, when such picket line is established under the Statutes of the Province of British Columbia or the Statutes of Canada.

ARTICLE 28 – SCHEDULES AND APPENDICES

The Schedules attached hereto and marked with the letters "A" to "F" and the Appendices marked with the letters "A" to "E" attached hereto shall form part of this Agreement.

IN WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THESE PRESENTS:

Signed on behalf of:

THE CITY OF PITT MEADOWS

"Mark Roberts"

CAO

"Kate Barchard"

CLERK

January 14, 2025

Date signed

Signed on behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 622

"Neerje Harvey"

NEGOTIATING COMMITTEE

"Jackie Didrikson"

NEGOTIATING COMMITTEE

"Chad Kocherkewych"

NEGOTIATING COMMITTEE

"Kim Blais"

NEGOTIATING COMMITTEE

January 16, 2025

Date signed

SCHEDULE "A"

SCHEDULE OF PAY GRADES

Position	Pay Grade
Recreation Facility Attendant	12
Registration Clerk/Receptionist	12
Building Services Worker	13
Clerk – Office Support	13
Building Services Clerk	14
Bylaw Administration Clerk	14
Fire Services Clerk	14
Fitness Room Attendant	14
Recreation and Cutlure Clerk	14
Recreation and Culture Program Assistant	14
Arts & Culture Assistant	15
Facilities Support Clerk	15
Accounts Payable and Receivable Clerk	16
Clerk – Development Services	16
Clerk – Operations	16
Administrative Assistant – Fire Services	17
Clerk II – Corporate Services	17
Clerk II – Development Services	17
Clerk II – Facilities	17
Clerk II – Operations	17
Accounting Clerk	18
Culture Programmer	18
Recreation Programmer	18
Payroll and Benefits Assistant	18
Bylaw Enforcement Officer I	19
Technical Support Supervisor	19
Digital Communications and Engagement Coordinator	21
Engineering Technician	21
Graphic Designer	21
Recreation and Culture Program Coordinator	21
Special Events and Volunteer Coordinator	21
Taxation Services Coordinator	21
Senior Bylaw Enforcement Officer	22
Marketing & Communications Coordinator	22
Building Official I	23
Development Services Technician	23
Accountant II	24
Business Applications Support Analyst	24
Engineering Technologist	24
GIS/Engineering Services Technician	24
Procurement and Contract Administrator	24

SCHEDULE "A" (cont'd)

Information Technology Support Analyst	25
Building Official II	26
Business Systems Analyst	26
Server, Storage & Infrastructure Specialist	26
Network Services Support Specialist	26
Planner I	28
Planner II	30

SCHEDULE OF WAGE RATES – ACCESS SUPPORT WORKER, RECREATION PROGRAM LEADERS AND CHILD/YOUTH WORKERS

3.0% Wage Increase Effective 2022 April 01
4.5% Wage Increase Effective 2023 April 01
4.0% Wage Increase Effective 2024 April 01

Position	2022 Apr. 01	2023 Apr. 01	2024 Apr. 01
Access Support Worker	$20.96	$21.90	22.78
Child and Youth Worker	$20.96	$21.90	22.78
Recreation Program Leader	$17.74	$18.54	19.28
Recreation Program Leader – Children and Youth	$17.74	$18.54	19.28

SCHEDULE "B"

SCHEDULE OF WAGE RATES – INSIDE STAFF
3.0% Wage Increase Effective 2022 April 01

	Step 1		Step 2		Step 3		Step 4	
Pay Grade	Bi-weekly	Hourly	Bi-weekly	Hourly	Bi-weekly	Hourly	Bi-weekly	Hourly
9	1,496.99	21.3856	1,576.55	22.5221	1,660.94	23.7277	1,749.42	24.9917
10	1,555.05	22.2150	1,638.11	23.4016	1,726.24	24.6606	1,818.04	25.9720
11	1,618.39	23.1199	1,705.28	24.3611	1,797.43	25.6776	1,890.24	27.0034
12	1,680.84	24.0120	1,771.51	25.3073	1,867.69	26.6813	1,968.46	28.1209
13	1,749.42	24.9917	1,844.25	26.3464	1,944.87	27.7839	2,048.52	29.2646
14	1,818.04	25.9720	1,917.01	27.3859	2,022.01	28.8859	2,132.91	30.4701
15	1,890.24	27.0034	1,993.53	28.4790	2,103.11	30.0444	2,220.88	31.7269
16	1,968.46	28.1209	2,076.53	29.6647	2,191.15	31.3021	2,313.28	33.0469
17	2,048.52	29.2646	2,161.39	30.8770	2,281.16	32.5880	2,409.13	34.4161
18	2,132.91	30.4701	2,251.03	32.1576	2,376.17	33.9453	2,508.50	35.8357
19	2,220.88	31.7269	2,344.25	33.4893	2,475.06	35.3580	2,614.11	37.3444
20	2,313.28	33.0469	2,442.19	34.8884	2,578.94	36.8420	2,724.93	38.9276
21	2,409.13	34.4161	2,543.85	36.3407	2,686.76	38.3823	2,837.51	40.5359
22	2,508.50	35.8357	2,649.27	37.8467	2,798.57	39.9796	2,955.39	42.2199
23	2,614.11	37.3444	2,761.20	39.4457	2,917.27	41.6753	3,082.04	44.0291
24	2,724.93	38.9276	2,878.76	41.1251	3,041.93	43.4561	3,213.95	45.9136
25	2,837.51	40.5359	2,998.15	42.8307	3,168.52	45.2646	3,348.57	47.8367
26	2,955.39	42.2199	3,123.21	44.6173	3,301.09	47.1584	3,491.06	49.8723
27	3,082.04	44.0291	3257.49	46.5356	3,443.57	49.1939	3,640.56	52.0080
28	3,213.95	45.9136	3,397.40	48.5343	3,591.93	51.3133	3,797.15	54.2450
29	3,348.57	47.8367	3,540.16	50.5737	3,743.26	53.4751	3,959.84	56.5691
30	3,491.06	49.8723	3,691.21	52.7316	3,903.51	55.7644	4,130.49	59.0070

SCHEDULE "B" (cont'd)

SCHEDULE OF WAGE RATES – INSIDE STAFF
4.5% Wage Increase Effective 2023 April 01

	Step 1		Step 2		Step 3		Step 4	
Pay Grade	Bi-weekly	Hourly	Bi-weekly	Hourly	Bi-weekly	Hourly	Bi-weekly	Hourly
9	1,564.35	22.3479	1,647.49	23.5356	1,735.68	24.7954	1,828.14	26.1163
10	1,625.03	23.2147	1,711.82	24.4546	1,803.92	25.7703	1899.85	27.1407
11	1,691.22	24.1603	1,782.02	25.4574	1,878.31	26.8330	1,975.30	28.2186
12	1,756.48	25.0926	1,851.23	26.4461	1,951.74	27.8820	2,057.04	29.3863
13	1,828.14	26.1163	1,927.24	27.5320	2,032.39	29.0341	2,140.70	30.5814
14	1,899.85	27.1407	2,003.28	28.6183	2,113.00	30.1857	2,228.89	31.8413
15	1,975.30	28.2186	2,083.24	29.7606	2,197.75	31.3964	2,320.82	33.1546
16	2,057.04	29.3863	2,169.97	30.9996	2,289.75	32.7107	2,417.38	34.5340
17	2,140.70	30.5814	2,258.65	32.2664	2,383.81	34.0544	2,517.54	35.9649
18	2,228.89	31.8413	2,352.33	33.6047	2,483.10	35.4729	2,621.38	37.4483
19	2,320.82	33.1546	2,449.74	34.9963	2,586.44	36.9491	2,731.74	39.0249
20	2,417.38	34.5340	2,552.09	36.4584	2,694.99	38.4999	2,847.55	40.6793
21	2,517.54	35.9649	2,658.32	37.9760	2,807.66	40.1094	2,965.20	42.3600
22	2,621.38	37.4483	2,768.49	39.5499	2,924.51	41.7787	3,088.38	44.1197
23	2,731.74	39.0249	2,885.45	41.2207	3,048.55	43.5507	3,220.73	46.0101
24	2,847.55	40.6793	3,008.30	42.9757	3,178.82	45.4117	3,358.58	47.9797
25	2,965.20	42.3600	3,133.07	44.7581	3,311.10	47.3014	3,499.26	49.9894
26	3,088.38	44.1197	3,263.75	46.6250	3,449.64	49.2806	3,648.16	52.1166
27	3,220.73	46.0104	3,404.08	48.6297	3,598.53	51.4076	3,804.39	54.3484
28	3,358.58	47.9797	3,550.28	50.7183	3,753.57	53.6224	3,968.02	56.6860
29	3,499.26	49.9894	3,699.47	52.8496	3,911.71	55.8816	4,138.03	59.1147
30	3,648.16	52.1166	3,857.31	55.1044	4,079.17	58.2739	4,316.36	61.6623

SCHEDULE "B"

SCHEDULE OF WAGE RATES – INSIDE STAFF
4.0% Wage Increase Effective 2024 April 01

	Step 1		Step 2		Step 3		Step 4	
Pay Grade	Bi-weekly	Hourly	Bi-weekly	Hourly	Bi-weekly	Hourly	Bi-weekly	Hourly
9	1,626.92	23.2417	1,713.39	24.4770	1,805.11	25.7873	1,901.27	27.1610
10	1,690.03	24.1433	1,780.29	25.4327	1,876.08	26.8011	1,975.84	28.2263
11	1,758.87	25.1267	1,853.30	26.4757	1,953.44	27.9063	2,054.31	29.3473
12	1,826.74	26.0963	1,925.28	27.5040	2,029.81	28.9973	2,139.32	30.5617
13	1,901.27	27.1610	2,004.33	28.6333	2,113.69	30.1956	2,226.33	31.8047
14	1,975.84	28.2263	2,083.41	29.7630	2,197.52	31.3931	2,318.05	33.1150
15	2,054.31	29.3473	2,166.57	30.9510	2,285.66	32.6523	2,413.65	34.4807
16	2,139.32	30.5617	2,256.77	32.2396	2,381.34	34.0191	2,514.08	35.9154
17	2,226.33	31.8047	2,349.00	33.5571	2,479.16	35.4166	2,618.24	37.4034
18	2,318.05	33.1150	2,446.42	34.9489	2,582.42	36.8917	2,726.24	38.9463
19	2,413.65	34.4807	2,547.73	36.3961	2,689.90	38.4271	2,841.01	40.5859
20	2,514.08	35.9154	2,654.17	37.9167	2,802.79	40.0399	2,961.45	42.3064
21	2,618.24	37.4034	2,764.65	39.4950	2,919.97	41.7139	3,083.81	44.0544
22	2,726.24	38.9463	2,879.23	41.1319	3,041.49	43.4499	3,211.92	45.8846
23	2,841.01	40.5859	3,000.87	42.8696	3,170.49	45.2927	3,349.56	47.8509
24	2,961.45	42.3064	3,128.63	44.6947	3,305.97	47.2281	3,492.92	49.8989
25	3,083.81	44.0544	3,258.39	46.5484	3,443.54	49.1934	3,639.23	51.9890
26	3,211.92	45.8846	3,394.30	48.4900	3,587.63	51.2519	3,794.09	54.2013
27	3,349.56	47.8509	3,540.24	50.5749	3,742.47	53.4639	3,956.57	56.5224
28	3,492.92	49.8989	3,692.29	52.7470	3,903.71	55.7673	4,126.74	58.9534
29	3,639.23	51.9890	3,847.45	54.9636	4,068.18	58.1169	4,303.55	61.4793
30	3,794.09	54.2013	4,011.60	57.3086	4,242.34	60.6049	4,489.01	64.1287

SCHEDULE "C"

SCHEDULE OF WAGE RATES – OUTSIDE STAFF

3.0% Wage Increase Effective 2022 April 01
4.5% Wage Increase Effective 2023 April 01
4.0% Wage Increase Effective 2024 April 01

Position	2022 Apr. 01	2023 Apr. 01	2024 Apr. 01
Equipment Operator IV - Hydraulic Backhoes - Brush Cutter Tractor with boom	34.57	36.13	37.58
Equipment Operator V - Gradall - Graders - Excavator	36.61	38.26	39.79
Labourer I - Parks - Operations	30.17	31.53	32.79
Labourer II - Parks - Operations	31.44	32.85	34.16
Lead Mechanic	42.90	44.83	46.62
Lead Utilities Operator	39.40	41.17	42.82
Maintenance Worker - Parks	33.10	34.59	35.97
Maintenance Supervisor	41.47	43.34	45.07
Operations Supervisor	44.15	46.14	47.99
Parks Operations Supervisor	42.12	44.02	45.78
Sign Maintenance Worker	32.08	33.52	34.86
Trades ll – Electrician	41.69	43.57	45.31
Trades II – Mechanic	42.41	44.32	46.09
Truck Driver III	32.65	34.12	35.48
Turf Specialist	37.04	38.71	40.26
Utility Operator l	36.11	37.73	39.24
Utility Operator ll	37.14	38.81	40.36
Utility Worker l – Sewer	33.02	34.51	35.89

SCHEDULE "C" (cont'd)

Position	2022 Apr. 01	2023 Apr. 01	2024 Apr. 01
Utility Worker l – Water	33.02	34.51	35.89
Utility Worker ll	34.05	35.58	37.00
Note: Minimum Stanby Pay as per Article 10(1)(5)	40.52	42.34	44.03

SCHEDULE "D"

SUPPLEMENTAL VACATION ENTITLEMENT

Year	ENTITLEMENT YEAR									
Hired	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
2024	--	--	--	--	--	--	--	--	--	--
2023	--	--	--	--	--	--	--	--	--	15
2022	--	--	--	--	--	--	--	--	15	15
2021	--	--	--	--	--	--	--	15	15	15
2020	--	--	--	--	--	--	15	15	15	15
2019	--	--	--	--	--	15	15	15	15	15
2018	--	--	--	--	15	15	15	15	15	15
2017	--	--	--	15	15	15	15	15	15	20
2016	--	--	15	15	15	15	15	15	20	20
2015	--	15	15	15	15	15	15	20	20	20
2014	15	15	15	15	15	15	20	20	20	20
2013	15	15	15	15	15	20	20	20	20	20
2012	15	15	15	15	20	20	20	20	20	25
2011	15	15	15	20	20	20	20	20	25	25
2010	15	15	20	20	20	20	20	25	25	25/5
2009	15	20	20	20	20	20	25	25	25/5	25
2008	20	20	20	20	20	25	25	25/5	25	25
2007	20	20	20	20	25	25	25/5	25	25	25
2006	20	20	20	25	25	25/5	25	25	25	25
2005	20	20	25	25	25/5	25	25	25	25	30/5
2004	20	25	25	25/5	25	25	25	25	30/5	30
2003	25	25	25/5	25	25	25	25	30/5	30	30
2002	25	25/5	25	25	25	25	30/5	30	30	30
2001	25/5	25	25	25	25	30/5	30	30	30	30
2000	25	25	25	25	30/5	30	30	30	30	30/5
1999	25	25	25	30/5	30	30	30	30	30/5	30
1998	25	25	30/5	30	30	30	30	30/5	30	30
1997	25	30/5	30	30	30	30	30/5	30	30	30
1996	30/5	30	30	30	30	30/5	30	30	30	30
1995	30	30	30	30	30/5	30	30	30	30	30/5
1994	30	30	30	30/5	30	30	30	30	30/5	30
1993	30	30	30/5	30	30	30	30	30/5	30	30
1992	30	30/5	30	30	30	30	30/5	30	30	30
1991	30/5	30	30	30	30	30/5	30	30	30	30
1990	30	30	30	30	30/5	30	30	30	30	30/5
1989	30	30	30	30/5	30	30	30	30	30/5	30
1988	30	30	30/5	30	30	30	30	30/5	30	30
1987	30	30/5	30	30	30	30	30/5	30	30	30
1986	30/5	30	30	30	30	30/5	30	30	30	30
1985	30	30	30	30	30/5	30	30	30	30	30/5
1984	30	30	30	30/5	30	30	30	30	30/5	30

SCHEDULE "E"

RESIDUAL ITEMS

1997 – 2000 Negotiations

12. **Job Sharing**

The Employer and the Union agree that where employees wish to job share each arrangement will be considered and reviewed on a case by case basis.

SCHEDULE "F"

NON-STANDARD WORK WEEK

The following positions are based on a seven (7) hour day/thirty-five (35) hour week and shall work any seven (7) consecutive hours, exclusive of lunch, and any five (5) consecutive days, Monday to Sunday, within the hours of 6:00 a.m. and 10:00 p.m., with two (2) consecutive days of rest:

- Communications Assistant/Digital Media Coordinator – Parks and Recreation
- Bylaw Enforcement Officer 1 – Parks and Recreation
- Bylaw Enforcement Officer II & Inspector – Community Services

APPENDIX "A"

PERSONAL AND SEXUAL HARASSMENT

JOINT STATEMENT

The Union and the Employer recognize the right of employees to work in an environment that is free from acts of Discrimination, including Personal and Sexual Harassment. Therefore, the Union and the Employer agree to cooperate in the investigation and resolution of any complaints arising from allegations of Personal or Sexual Harassment.

The Human Rights Act of the Province of British Columbia protects individuals from acts of discrimination with respect to employment, or any term or condition of employment because of a person's race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, Indigenous Identity, or age of that person, or because that person has been convicted of a criminal or summary conviction offense that is unrelated to the employment or the intended employment of that person.

Personal harassment is a form of discrimination and shall be defined as any conduct that is unwelcome or that ought to be known to be unwelcome, and that is based on one (1) or more of the prohibited grounds identified in the Human Rights Act of the Province of British Columbia.

Sexual harassment is a form of discrimination and shall be defined as any conduct of a sexual nature that is unwelcome or that ought to be known to be unwelcome.

Both Personal and Sexual Harassment may be direct or indirect, verbal, physical or unintended, unsolicited or unwelcome, repetitive or a single incident. Harassment may include, but is not limited to such conduct as crude language, sexist or racist remarks, unwelcome jokes and cartoons, nude or semi-nude pictures, displaying of racist or bigoted materials, or other unwelcome conduct. The result of the unwelcome conduct creates an environment that is uncomfortable or hostile for one (1) or more employees.

Because of the sensitivity of such situations, and the desire to handle these matters in a confidential and expeditious manner, complaints may be referred to the Administrator, or any Manager, Supervisor, or Union Representative. An appropriate investigation will be carried out in full accordance with the procedures outlined in this policy. At any meeting in this regard, the complaint may be accompanied by a Union Official and/or the Union's National Representative. Should any complaint remain unresolved, the Complainant may initiate a grievance at Step 3. It is understood that the Respondent to allegations of harassment shall have the right to know of, and will be informed about any allegations. The Respondent will also have the right to appropriate representation, and where a bargaining unit employee receives disciplinary action, or is dismissed as a result of findings relating to harassment, such action shall be subject to the grievance procedure in accordance with the Collective Agreement.

No employee shall be subject to reprisal as a result of pursuing a complaint when that person has reasonable cause to believe that such complaint is with proper cause. However, where an allegation is

found to be false and for the purpose of causing damage to the reputation of another person(s), the accuser will be subject to disciplinary action.

The Union and the Employer agree that this policy deals with and applies only to allegations that an employee has been subject to an act of discrimination, involving one (1) or more of the protected categories of the Human Rights Act of the Province of British Columbia, including acts of Personal and Sexual Harassment.

Complaint Procedure

(1) Persons involved in the handling of a complaint under this policy shall hold all information in the strictest of confidence and only communicate such information and findings on a "need to know" basis.

(2) Before proceeding to a formal complaint, persons are encouraged to make their objections clearly known to the offender(s) by asking the offender(s) to stop the unacceptable behaviour. A person may also approach the Administrator, any Manager, or Union Representative and request assistance in this matter. If the matter is resolved to the satisfaction of the Complainant, the matter is to be deemed closed.

(3) A person may file a formal complaint by contacting the Administrator, any Manager or Supervisor, or a Union Representative within six months of the alleged occurrence. The Complainant will provide the details of the allegation(s) in writing and include:

- name of the respondent(s);
- description of the action(s), conduct, events, and other circumstances of the complaint;
- date(s) of the incidents;
- names of witnesses (if any);
- prior attempts to resolve (if any);
- the specific remedy that is sought.

(4) The Administrator or his/her designate will provide a written acknowledgement of the complaint and will have the matter investigated, and will take such steps as may be required in order to resolve the matter. The Complainant and all other parties involved shall be advised of the proposed resolution within thirty (30) days of the complaint being filed.

(5) Pending the determination of the complaint, the Administrator or his/her designate may take interim measures to separate the employees concerned, if considered to be necessary. Any such action will not be deemed disciplinary, or seen as presumption of guilt or innocence.

(6) A substantiated complaint of Personal or Sexual Harassment will be considered as a serious incident and may result in one (1) or more of the following corrective measures:

- a written apology;
- mandatory counselling;
- written warning;
- suspension;
- discharge;
- permanent or temporary transfer.

(7) Any decision regarding a violation of this policy may be appealed to the Administrator and/or his designate in writing. If in the opinion of the Administrator and/or his designate, the allegation should be further pursued, he/she will appoint an internal or external investigator as may be deemed appropriate.

(8) Corrective measures (disciplinary action) taken may be grieved in accordance with the Collective Agreement.

(9) This policy shall not preclude a person from filing a complaint under the Human Rights Act.

The above Personal and Sexual Harassment Joint Statement is hereby agreed to by the parties effective 1996 February 15:

SIGNED ON BEHALF OF:

THE CORPORATION OF THE DISTRICT OF PITT MEADOWS

"D.R. Duncan"

MAYOR, David Robert Duncan

"Brian Strong"

CLERK

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES

"Brian Reardon"

CHIEF SHOP STEWARD

SHOP STEWARD

APPENDIX "B"

EMPLOYEE ALTERNATE SYSTEM

LETTER OF UNDERSTANDING

The parties to the Collective Agreement agree to adopt an alternate system for the purpose of utilizing Public Works employees to fulfill the duties of regular employees while the regular employee is on vacation or when it is deemed necessary by the Operations Superintendent or his designate.

A job posting for the alternate positions will be posted every three years. The successful candidate for the alternate position shall carry out the duties as per the job description. Alternate positions will be awarded as per Article 18. The Operations Superintendent or designate shall determine if an absent employee will be replaced or not. Where the posted alternate is performing the duties of the posted position, the employee shall be paid the rate of pay for the alternate position.

Alternate job postings will be necessary for the following positions:

Operations Supervisor
Utilities Operator
Equipment Operator V
Equipment Operator IV

Alternate job postings will be issued immediately after the signed date of this document. Alternate job postings will have trial periods of no more than 240 hours. Trial periods are subject to the wording as per Article 18(f) of the Collective Agreement.

The effective date of this amendment is October 27, 1999. This Letter was amended on 2008 March 06. The position of Operations Supervisor was changed from Public Works Foreman as part of a 2021 negotiated housekeeping item.

SIGNED ON BEHALF OF THE DISTRICT OF PITT MEADOWS:	SIGNED ON BEHALF OF CUPE LOCAL 622:
"D.R. Duncan"	"Theresa Flynn"
Mayor	Shop Steward
"J. Lowrie"	"Murray Doull"
Clerk	Shop Steward

APPENDIX "C"

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE DISTRICT OF PITT MEADOWS

(the "Employer")

AND:

CUPE, LOCAL 622

(the "Union")

RE: Article 12(h) of the Collective Agreement

1. The Parties agree, for the term of this Letter of Understanding, to replace Article 12(h) of the Collective Agreement with the following provision:

> On or before April 1st of each calendar year, employees shall submit their requests for annual vacations and on or before April 30th of each calendar year, the Employer shall approve the scheduling of annual vacations for employees. Where an employee has made arrangements for annual vacation which have been approved by the Employer, and subsequently such employee is required by the Employer, due to emergent conditions, to change such vacation period, then the employee shall receive, in addition to the reallocation of his/her changed vacation period, the following supplementary vacation entitlement:
>
> (a) Where the changed vacation period is for one day or less: 2.5 days of supplementary vacation entitlement shall be provided.
>
> (b) Where the changed vacation period is more than one day but not greater than two days: 4 days of supplementary vacation entitlement shall be provided.
>
> (c) Where the changed vacation period is for more than two days: 5 days supplementary vacation entitlement shall be provided.

2. The Parties agree to the following principles with respect to the application of Article 12(h), as set out in paragraph #1 above.

> (i) The Employer will not exercise its authority to change an employee's approved vacation period, due to emergent conditions, in an unreasonable manner.

(ii) Any work performed by the employee on a day of changed vacation will be paid in accordance with the provisions of the Collective Agreement.

(iii) The employee's reallocated changed vacation will be rescheduled at a time mutually agreed to between the Employer and the affected employee.

(iv) A "day", for the purposes of supplementary vacation entitlement, shall be 7 hours for inside employees and 8 hours for outside employees.

(v) The applicable days of supplementary vacation entitlement, as set out in paragraph #1(a), (b) and (c) above, shall be paid to the affected employee by the Employer at the end of the calendar year, unless the Employer and affected employee mutually agree that some or all of the supplementary vacation entitlement can be taken by the employee as time off from work. Any supplementary vacation entitlement taken by the employee as time-off shall be scheduled at a time mutually agreed to between the Employer and the affected employee.

(vi) It is agreed that the Employer's operational requirements will continue to apply to the scheduling of the employees' vacations by the Employer. However, the Employer's operational requirements will not be impacted as a result of the application of this Letter of Understanding, and the Employer will continue to schedule vacations in accordance with the provisions of the Collective Agreement.

3. This Letter of Understanding will expire effective on the date that the current 2020-2022 Collective Agreement between the Parties is no longer in force and effect.

SIGNED in Pitt Meadows, B.C. this 29th day of June, 2004.

This Letter was extended as part of the 2020 bargaining.

For The Corporation of the District of Pitt Meadows:	For CUPE, Local 622:
"J. Lowrie"	"Murray Doull"
"Lorna Jones"	

APPENDIX "D"

LETTER OF UNDERSTANDING

Between the

CITY OF PITT MEADOWS
(hereinafter called the "Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622
(hereinafter called the "Union")

RE: PARKS AND RECREATION

Whereas

The agreement for provision of parks and recreation services between the City of Pitt Meadows and the City of Maple Ridge will end on October 31, 2016 so that these services will be provided by the Employer beyond that date.

The Employer and the Union agree as follows:

Effective August 1, 2016, the provisions of the Collective Agreement between the parties shall apply to the following City employees, except as varied by this Letter of Understanding:

- Employees in the Parks and Facilities Division;
- Employees in the Recreation Division;
- Employees in the Arts and Special Events Division; and
- The positions of Communications Assistant/Digital Media Coordinator – Parks and Recreation; Bylaw Enforcement Officer 1 – Parks and Recreation

This Letter of Understanding shall not apply to the incumbent as of July 1, 2016 in the position of Clerk -- Facility Support until such time as the position is vacated, at which time the Letter of Understanding will apply to the replacement in this position.

1. Article 2 – Definitions

   Add a new category of employee and define as follows:

   ""Auxiliary Employee" shall mean an employee other than a Probationary, Regular, Regular Part-Time, Time Duration, or Casual Employee working within the Recreation, and Arts and Special Events Divisions.

Auxiliary Employees shall be entitled to the same cost settlement in lieu of benefits as provided for Casual Employees and shall not be entitled otherwise to any fringe benefits."

2. Article 3(b) – Exclusions

Add the following positions to the list of excluded positions in Article 3(b):

- Manager, Recreation
- Manager, Parks and Facilities

3. Article 9, Section 1(c) – Non-Standard Work Week

Add a Schedule "F" to establish non-standard working hours particular to specific positions:

a. "No classes of positions assigned to the Recreation Division and the Arts and Special Events Division receive a shift premium. Classes of positions assigned to the Parks and Facilities Division shall receive shift premium for all regular hours worked between 4:30 p.m. and 8:00 a.m. The positions of Communications Assistant/Digital Media Coordinator – Parks and Recreation, and By-law Enforcement Officer 1 – Parks and Recreation shall be eligible to receive a shift premium.

Effective 2018 April 17:

b. Classes of positions assigned to the Recreation Division are based on an eight (8) hour day, between 5:45 a.m. and 10:15 p.m. for Regular Full-time employees and between 5:45 a.m. and 1:00 a.m. for Auxiliary employees, and forty (40) hour week, and may be required to work more than five (5) consecutive shifts in a week or more than forty (40) hours in a week without overtime rates being paid. Overtime rates are to be paid only for all hours worked in excess of eighty (80) hours in a two week period or for all hours worked in excess of eight (8) hours in a shift. It is expressly stated that any eight (8) hours need not be consecutive.

Effective 2018 April 17:

c. Classes of positions assigned to the Arts and Special Events Division are based on an eight (8) hour day Monday to Friday. Shifts may be adjusted to as early as 6:00 a.m. and as late as 10:00 p.m. and to Saturday and Sunday to include preparation for and attendance at special events. Employees may be required to work more than five (5) consecutive shifts in a week or more than forty (40) hours in a week without overtime rates being paid. Overtime rates are to be paid only for all hours worked in excess of eighty (80) hours in a two week period, for all hours worked in excess of eight (8) hours in a shift, or where employees work more than six (6) consecutive shifts. It is expressly stated that any eight (8) hours need not be consecutive.

d. Split shifts shall be scheduled within twelve (12) hours per day and shall include a maximum of two (2) shifts of at least two (2) hours each.

e. Classes of positions assigned to the Parks and Facilities Division are based on an eight (8) hour day/forty (40) hour week and shall work any eight (8) consecutive hours between 7:00 am and 7:00 pm, exclusive of lunch, and any five (5) consecutive days, Monday to Sunday, with two (2) consecutive days of rest.

f. The positions of Communications Assistant/Digital Media Coordinator – Parks and Recreation, and Bylaw Enforcement Officer 1 – Parks and Recreation are based on a seven (7) hour day/thirty-five (35) hour week and shall work any seven (7) consecutive hours, exclusive of lunch, and any five (5) consecutive days, Monday to Sunday, within the hours of 6:00 a.m. and 10:00 p.m., with two (2) consecutive days of rest."

4. Article 9, Section 1(f) – Break Periods

Replace Article 9, Section 1(f) with the following:

"Offsite Seasonal Day Camp programs that require the maintenance of a ratio of program leaders to participants may require paid breaks to be taken with the program participants."

5. Article 10(b) – Daily Guarantee

Replace Article 10(b) with the following:

"An employee reporting for a scheduled shift on the call of the Employer shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours of pay at the regular hourly rate.

It is also understood that auxiliary employees covered by this Letter of Understanding may have shifts cancelled, changed, or shortened due to circumstances beyond the Employer's control, including program registration. Notice to the employees will be provided with seventy-two (72) hours prior to the shift commencing, and there will be no payment for those hours not worked."

6. Article 11 – General Holidays

Add the following to Article 11:

"A General Holiday (except Christmas Day, Boxing Day, and New Year's Day) will be treated as a normal working day for all auxiliary amployees covered by this Letter of Understanding who receive a cost settlement in lieu of benefits. Thus, an auxiliary employee covered by this Letter and receiving a cost settlement in lieu of benefits will be paid at straight-time rates for the normal daily hours and at the appropriate overtime rates for any hours worked in excess of the normal hours. Similarly, an auxiliary employee covered by this Letter who does not work on a General Holiday will not receive any pay for the holiday (except as provided for in Article 2)."

7. Schedule "A" – Schedule of Pay Grades

   Add the following positions to Schedule "A":

	Pay Grade
• Business Services Coordinator	22
• Arts and Special Events Coordinator	21
• Program Services Coordinator	21
• Recreation Programmer	18
• Recreation Program Assistant	14
• Recreation Facility Attendant	12
• Registration Clerk – Receptionist	12
• Recreation Clerk	14
• Building Services Worker	13
• Facility Maintenance Technician	19

8. Schedule "C" – Schedule of Wage Rates, Outside Staff

   Add the following positions to Schedule "C"

	Wage Rate, 2015, April 01
• Trades II – Gardener	$34.46
• Labourer II – Parks and Facilities Division	$27.36
• Parks Maintenance Worker	$27.92
• Ground Keeper	$32.35

9. Wage rates for Recreation Program Leaders and Child/Youth Workers

   The following are the hourly wage rates shall apply as of August 1, 2016

	Wage Rate
• Recreation Program Leader	$15.67
• Recreation Program Leader – Children and Youth	$15.67
• Child and Youth Worker	$18.52

   Without prejudice to Article 21 of the collective agreement, the parties agree that the above positions can be reviewed up to one (1) year from the date the Letter of Understanding is signed. If a new higher rate is determined from the review, the adjustment will be made retroactively to the date of hire.

Implementation of the Letter of Understanding

In the event that issues arise regarding the implementation of this Letter of Understanding, the parties agree to meet to discuss the issues as soon as possible.

Amendments

This Letter of Understanding shall remain in effect throughout the term of the 2016–2020 Collective Agreement, including the period of bargaining during which the parties negotiate a renewal of the collective agreement.

Agreed to this 20th day of March, 2018.

Signed on behalf of the City of Pitt Meadows	Signed on behalf of the Canadian Union of Public Employees, Local 622
"Darrin Fast"	"Sandra Mallan"
"Forrest Smith"	
"Stephanie St. Jean"	"Kelly Crowther"
	"George Noga"
	"Bob Williams"
"Harman Sandhu"	"Melissa Dunn"
"Darryl Ainsley"	"Duke (Jim) Mason"