

COLLECTIVE AGREEMENT

Between
District of Mission
and
Canadian Union of Public Employees
Local No. 1267

January 1, 2009 to December 31, 2013



CUPE / Canadian Union
of Public Employees

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THIS AGREEMENT made and entered into

BETWEEN

DISTRICT OF MISSION
(Hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 1267

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

PARTY OF THE SECOND PART

Article 1. Preamble

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

- To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
- To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment;
- To encourage efficiency in operation;
- 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 2. Definitions

1994/1995

2.1 Call Out

"Call-out" shall mean a request by the Employer to an employee to work anytime outside such employee's regularly scheduled working hours when the employee has left his/her place of work.

1994/1995

2.2 Employee

"Employee" shall mean a person who is an "Employee" as defined in the *Labour Relations Code* of British Columbia.

2.3 Inclement Weather

"Inclement weather", as noted in Article 11.4, includes physical, severe or stormy environmental conditions, the timing of which the Employer cannot reasonably predict, which render either impossible or impractical work which has been scheduled to be performed by employees.

2.4 Regular Employee

“Regular Employee” shall mean an employee, full and part-time who has successfully completed the probationary period and who is employed on a regular basis.

2.5 Regular and Probationary Employees

Regular and Probationary Employees shall be entitled to all benefits provided by the Collective Agreement, from date of hire except as otherwise specifically excluded in the Collective Agreement.

2.6 Regular Full-Time Employees

“Regular full-time employees” are those who are regularly scheduled to work such number of hours as recognized in the collective agreement as normal for a particular class or position.

2.7 Regular Part-Time Employees

“Regular part time employees” are those who are regularly scheduled to work less than full time hours as recognized in the collective agreement as normal for a particular class or position.

2009/2013

2.8 Retirement

“Retirement” shall be defined as: an employee leaving the service of the Employer in accordance with the provisions of the **Municipal Pension Plan, as amended from time to time**; and shall apply to all employees as though contributing under the said **Plan**, provided they retire at the retirement ages permitted in the **Municipal Pension Plan Rules**.

2.9 Seniority

“Seniority” is defined as the length of the accumulated service in the Bargaining Unit, and shall include service with the Employer prior to the certification or recognition of the Union.

2.10 Sick Leave

“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 Workers’ Compensation Act.

2.11 Time-Durated Employee

“Time-Durated Employee” shall mean an employee, other than a regular, seasonal, auxiliary or probationary employee, who is employed to augment the regular staff, or on a special project of limited duration not exceeding three (3) calendar months, (such period of time may be extended up to three (3) calendar months by mutual consent of both parties, in writing).

2009/2013

1994/1995

(a) All time-durated employees completing the required seniority accumulation period will be paid twelve (12) per cent in lieu of all benefits, including vacation, general holidays, sick leave and employee benefits.

2005/2008

(b) The time limit for time durated employees, including the provision for benefits, shall not apply where an employee is hired to augment staff who are absent on pregnancy/parental leave, sick leave, leave for union duties, or workers' compensation.

2005/2008

2.12 Auxiliary Employee

“Auxiliary Employee” shall mean an employee who is called in on a temporary basis not to exceed 18 working days at any one time:

(a) To replace an employee, who is absent from work

(b) To augment staff

Auxiliary employees will be entitled to accumulate time-durated seniority in accordance with Article 9.5. a, b, & c.

2.13 Seasonal Employee

2005/2008

“Seasonal Employee” shall mean an employee other than regular, probationary, time-durated, or auxiliary employee who is employed for a period of 9 months or less (which may be extended by circumstances which cannot be foreseen at the time of hiring) to augment regular staff to do work of a seasonal nature.

During the seasonal work period, seasonal employees will be entitled to all of the benefits provided to regular part-time employees under this agreement, except as noted hereunder:

(a) Vacation entitlement will be paid as a percentage in lieu, in accordance with Article 14.1

(b) Except by mutual consent, no vacation time may be taken by seasonal employees. Any requests for vacation time will be subservient to vacation requests of any regular employees, and vacation entitlement under Article 14.1 will be adjusted for any paid vacation taken

(c) Seasonal employees will have no bumping rights of any kind

(d) For the period of time that a seasonal employee is not working and they have selected benefits, they may continue to participate in benefits programs outlined in Articles 20.2 and 20.3 by paying** both the Employer and

employee portion of costs for the benefits.

Seasonal employees will accumulate seniority, and will be recalled in subsequent years for the same seasonal work for which they were hired, based on seniority.

For greater clarity, if a regular employee, probationary employee, time-durated or auxiliary employee posts into a seasonal position, that employee will forfeit any ability to move back to their former position at the conclusion of the seasonal work period.

2009/2013 **An approximate date of when the seasonal work will finish will be included on each new posting.**

2009/2013 **Seasonal employees shall be entitled to the same bidding rights as regular employees while they are employed by the District of Mission. The bidding rights of seasonal employees will cease as soon as their seasonal positions finish and will resume again if and when they are recalled to the same seasonal position.**

2009/2013 **Seasonal employees will be paid out their banked time at the end of their seasonal employment.**

2009/2013 **If a seasonal employee has accrued sick time, that sick time will be carried forward if and when they are recalled or post into another position.**

***Various methods of pre-paying the cost of benefits for the time-off period are available and may be reviewed with the Human Resources department.*

Article 3. Recognition and Negotiations

1994/1995 **3.1 Exclusive Bargaining Agency**

The Employer recognizes the Canadian Union of Public Employees, Local No. 1267, as the sole and exclusive collective bargaining agency for all of its employees save and except those excluded by the *Labour Relations Code of British Columbia* and hereby consents and agrees to negotiate when the Union, or any of its authorized committees, concerning all matters affecting the relationship between the Parties of this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.2 Union Work

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

3.3 Conflict with Collective Agreement

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

Article 4. Management Rights

4.1 Direction and Control

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

4.2 Direction and Control Limitations

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

Article 5. Union Security

5.1 Enrolment in Union

As a condition of continuing employment, all employees of the Employer shall become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union.

5.2 Union Orientation

An appointed union representative shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first week of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union.

1999/2001

Article 6. Check-off of Union Dues

6.1 Check-off of Dues and Assessments

- (a) The Employer agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and/or Bylaws of the Union.
- (b) The Union agrees to advise the Employer of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union.
- (c) The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and assessments 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 **bi-weekly on a Thursday by direct deposit to the bank account number provided to the Employer by the Union Treasurer.**
- (d) The Union further agrees to provide the employer with an authorization form for check-off; and that a condition of employment shall be that the employee shall sign such an authorization.

2009-2013

Article 7. Labour Management Relations

7.1 Representation

(a) 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 name 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.

1999/2001

(b) An Employee shall have the right to have his/her Shop Steward present at any discussion with management personnel which involves disciplinary action.

2005/2008

(c) The Employer agrees that stewards shall not be hindered or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that the District employs each steward and that the steward will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no steward shall leave their work without obtaining the permission of their supervisor.

2002/2004

7.2 Joint Bargaining Committee

A Bargaining Committee shall be appointed and consist of up to five (5) members of the Employer, as appointees of the Employer, and up to five (5) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

7.3 Representative of Canadian Union

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.

1994/1995

7.4 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 fourteen (14) calendar days after the request has been given.

7.5 Time Off For Meeting

Any representative of the Union on any of the following committees, or such other committees as the employer may establish or as may be established by mutual agreement, from time to time who is in the employ of the Employer, shall have the privilege of attending Committee meetings held within working hours without loss of remuneration, and after giving reasonable notice to the Director of Corporate Administration or Chief Administrative Officer.

- (i) Grievance Committee
- (ii) Joint Bargaining Committee

2009-2013

- (iii) Joint Labour Management Co-operation Committee
- (iv) **Joint** Health and Safety Committee
- (v) Risk Management Committee

7.6 Technical Information

The Employer and the Union agree to exchange such information as: job descriptions, positions in the bargaining unit, job classifications wage rates, pension and welfare plans, and all other technical information and reports, records, studies, surveys, manuals, directives, or documents required for collective bargaining purposes.

7.7 Grievance Committee

A Grievance Committee shall be appointed and consist of not more than 3 members of the Employer, as appointees of the Employer, and not more than 3 members of the Union, as appointees of the Union, which may or may not include a representative of CUPE as one of the 3 Union appointees to the Committee. The Union will advise the Employer of the union nominees to the Committee.

Article 8. Grievance Procedure and Arbitration

8.1 Grievance Procedure

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

- (a) The Grievance shall be stated in writing, and shall state that the matter is a Grievance in accordance with this Article and shall be submitted to the Department Head concerned within one (1) month of the grievance.
- (b) Should such Department Head be unable to settle the matter following receipt of the letter of grievance, the Grievance Committee meeting shall be set within fourteen (14) days of the decision of the Department Head that he or she is unable to settle the matter, then step "c" shall be invoked and the meeting shall be held within thirty (30) days unless the Employer and the Union mutually agree otherwise.
- (c) The Grievance shall be discussed between a Grievance Committee of the Employer, the aggrieved employee and the Grievance Committee of the Union. Failing settlement in steps 8.1(a), 8.1(b) and 8.1(c), step 8.1(d) shall be invoked.
- (d) A Board of Arbitration shall be formed to hear the grievance.
 - (i) Either party shall notify the other, in writing, of the question(s) to be arbitrated and the name and address of its chosen representative on the

1994/1995

1994/1995

Arbitration Board.

- (ii) After receiving such notice and statement, the other party shall within fourteen (14) days appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party.
- (iii) Such representatives shall endeavour to select a third member who shall be Chairman. Should the representatives fail to select such third member within five (5) days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairman.
- (iv) The expenses and compensation of the representatives selected by the parties shall be by the respective parties. The expenses and compensation of the Chairman shall be shared equally between the parties.

2005/2008

- (e) As soon as possible following the establishment of the Board of Arbitration, it shall report its decision on the Grievance. The majority decision of the Board shall be final and binding on all persons bound by this Agreement.

- (f) In the event the Board of Arbitration finds that an employee has been dismissed or suspended for other than proper cause, the Board of Arbitration may direct the Employer to reinstate the employee and pay to the employee a sum equal to his or her wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable or make such other order as it considers fair and reasonable having regard to the terms of the Collective Agreement between the parties.

1994/1995

- (g) Wherever a stipulated time is mentioned in Steps 8.1(d), 8.2(b) and 8.2(e) herein, the said time may be extended by mutual consent of the parties.

2005/2008

- (h) The parties may, at the request of either party, agree to a single or sole arbitrator to hear a matter instead of an arbitration board.

1994/1995

8.2 Optional Grievance Investigation Procedure

- (a) Recognizing that there are times and circumstances in which it may be advantageous to seek third-party assistance in the resolution of grievances, and in an attempt to find a way in which to bring about such resolutions without incurring the costs and delays associated with formal arbitration proceedings, the parties have agreed to provide for an optional grievance investigation procedure. The process is intended to complement the grievance and arbitration procedures otherwise provided for in this agreement. It is NOT intended to replace those other procedures.

2005/2008

- (b) When a difference arises between the parties in relation to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, the parties will appoint an investigator agreed to by the parties to:

- (i) investigate the difference
- (ii) define the issue in the difference; and

1994/1995 (iii) make written recommendations to resolve the difference within thirty (30) days of the date of the receipt of the request; and for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

1994/1995 (c) Investigator's Expenses
Each party shall pay one-third (1/3) of the cost incurred in relation to the reasonable remuneration, travelling and out of pocket expenses of the investigator. The remaining one-third (1/3) will be paid by the Provincial Government.

2002/2004 (d) Selection of Investigators
The parties will mutually agree on who the investigator will be for an investigation.

(e) Option Choice and Timing
Either party may choose to implement the investigation procedure, provided that all steps of the grievance procedure, prior to reference to arbitration, have been exhausted without a resolution of the difference. The party wishing to use the investigation procedure shall notify the other party of the decision within five (5) working days of the receipt of the reply at the third step of the grievance procedure. Such notification must be in writing. The party receiving the notification may refuse to accept the investigation procedure, in which case the provisions of Article 8 (dealing with Arbitration) are then applicable and the time limit contained in that article begins to run from the date of the refusal decision being delivered in writing. No reasons for the refusal need be given.

(f) Option for Binding Recommendations
While the grievance investigation process is intended to yield only non-binding recommendations, the parties may agree that the recommendations will represent a binding award, in the manner of an arbitration award. Any award made in accordance with this section, shall have no precedential value. Such agreement must be made in advance of the appointment of the Investigator.

2005/2008 **8.3 Expedited Arbitration**

The parties shall determine by mutual agreement, those grievances suitable for expedited arbitration. Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one (1) month if possible. The hearings shall be held at a mutually agreed to location and facility.

All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentation.

Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not acceptable, a decision shall be made by the arbitrator and forwarded to the parties within fourteen (14) days of the hearing if possible.

The parties shall equally share the costs of the fees and expenses of the

arbitrator. The expedited arbitrators who shall act as sole arbitrators shall be agreed to by the parties. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the applicable labour legislation.

The decision of the arbitrator shall be final and binding on the parties. The decision of the arbitrator shall be limited in application to that particular dispute and is without prejudice. The decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

Article 9. Seniority

1999/2001

9.1 Seniority Rights

Seniority shall be used in determining preference or priority for annual vacation, promotion, transfer, demotion, layoff, bumping, permanent reduction of the workforce, and recall, subject to other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis. Overtime hours shall not be considered as part of the accumulation of seniority.

9.2 Recognition of Seniority

Both Parties recognize:

- (a) The principle of promotion within the service of the Employer;
- (b) That job opportunity should increase in proportion to length of service.

9.3 Calculation of Seniority – Regular Employee (Full-Time)

Seniority shall be accumulated on the basis of an employee's service with the Employer, calculated from the date upon which the employee commenced employment with the Employer.

2005/2008

9.4 Calculation of Seniority – Regular Part-Time Employees and Seasonal Employees

(a) Seniority shall be established on the basis of an employee's regular service with the Employer, calculated from the date upon which the employee commenced employment with the Employer.

(b) Seniority shall be calculated on the accumulated hourly service.

2005/2008

(c) Calculation of part-time seniority for a regular part-time employee or a seasonal employee appointed to a regular full-time position shall be based on accumulated hours of seniority converted to full-time equivalent.

2005/2008

(d) Calculation of seniority for a regular full-time employee who is appointed to a regular part-time position or a seasonal position shall be converted to accumulated hourly service. Conversion of part-time or seasonal seniority hours will reflect an appropriate factor for pro-rated vacation, sick leave, statutory holidays and paid leaves as applicable.

9.5 Calculation of Seniority – Time-Durated and Auxiliary Employee

2005/2008

- (a) Time-durated and auxiliary employees shall be entitled to accumulate time duration seniority from date of hire, but shall not be entitled to fringe benefits other than those to which a person becomes entitled by reason of Statute.

2005/2008

- (b) Schedule 'A' and 'C' time-durated and auxiliary employees shall be entitled to accumulate time-durated seniority on completion of six hundred and eighty-two (682) hours of service with the Employer. Schedule 'B' time-durated and auxiliary employees shall be entitled to accumulate time-durated seniority on completion of seven hundred and two (702) hours of service with the Employer. Calculation of the cumulative hourly service ceases if the time-durated or auxiliary employee does not work for more than nine (9) consecutive months.

2005/2008

- (c) On completion of the required number of hours to qualify for time-durated seniority accumulation, the time-durated or auxiliary employee shall be credited with that number of seniority hours. Time-durated seniority is lost if the time-durated or auxiliary employee does not work for more than nine (9) consecutive months. Notwithstanding the foregoing, the Employer and the Union may mutually agree to vary this period.

2009/2013

- (d) Notwithstanding the provisions contained in this Article, it is agreed and understood that where a time-durated or an auxiliary employee is the successful applicant to a regular posted position, seniority on the regular staff commences from either the start date of the current time-durated position or the current accumulation of time-durated seniority, converted to full-time equivalent, whichever is the greater.

2005/2008

9.6 Seniority Lists

The Employer shall maintain seniority lists indicating the respective seniority of each employee. Up-to-date seniority lists shall be sent to the Union every pay period.

9.7 Accumulation of Seniority

1999/2001

- (a) Seniority as defined in Article 9 shall accumulate during the following absences:
 - (i) Authorized leave of absence with pay, including sick leave, negotiations, grievances;
 - (ii) Authorized leave of absence without pay provided the leave is for thirty (30) days or less in any one instance;
 - (iii) Authorized leave of absence without pay in excess of thirty (30) days as a result of illness, disability, or accident;
 - (iv) Employee's paid annual vacation and paid general holidays;
 - (v) Absences while on workers' compensation benefits;

- 2002/2004 (vi) Pregnancy/Parental Leave.
- 1999/2001 (b) For regular part-time employees, the calculation for seniority accumulation related to sections (ii), (iii), (v) and (vi) of this Article shall be based on an average of hours worked during the preceding twelve (12) months.

9.8 Loss of Seniority

- 1999/2001 (a) An employee shall not lose seniority if she/he is absent from work because of sickness, disability, accident, layoff, or leave of absence approved by the Employer.
- 1994/1995 (b) An employee shall only lose her/his seniority in the event:
- (i) The employee is discharged for proper cause and is not reinstated; or
 - (ii) The employee resigns, in writing; or
 - (iii) The employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible; or
 - (iv) The employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address; or
- 1999/2001 (v) The regular employee with less than ten (10) years seniority is laid off for a period longer than one (1) year; or
- 1999/2001 (vi) The regular employee with ten (10) years or more seniority is laid off for a period longer than two (2) years; or
- 2005/2008 (vii) The time-durated or auxiliary employee does not work for more than nine (9) consecutive months.

Article 10. Promotions and Staff Changes

10.1 Changes in Staffing

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

10.2 Changes in the Hours of Positions

- 1994/1995 (a) When any portion of a regular full-time employee's posted position, which is comprised of service in more than one department, increases in hours to become a full-time position, the employee currently holding the combined position shall have the opportunity of choosing which position they wish to hold. Any new position created as a result of this process, shall be posted.

2005/2008

- (b) When a position held by a regular part-time employee is increased in hours it shall not become a new position; the incumbent may:
 - (i) Accept the position with the increase in hours or,
 - (ii) Not accept the position with the increase in hours and be issued a lay-off notice with the option to bump, and the vacant position will be posted.

1994/1995

- (c) When an existing part-time position is replaced with a full-time position at a higher classification, the position shall be posted.

2005/2008

10.3 Job Posting

When a vacancy occurs or a new position is created, either inside or outside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, shops and on all Bulletin Boards for a minimum of one (1) week 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 an auxiliary employee for a period not exceeding eighteen (18) working days; however, due to unusual circumstances, this period may be extended by mutual consent.

10.4 Information in Posting

Such notice shall contain the following information: nature of the position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Those qualifications may not be established in an arbitrary manner.

10.5 Time-Durated Postings

1999/2001

- (a) Employees cannot apply for time-durated positions if they have not completed their respective trial or probation period at the time the posting for the time-durated position closes, or are currently more than thirty (30) days from the expiry of their current time-durated positions.

1994/1995

- (b) 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 the employee's former position without loss of seniority and scheduled rate of pay.

- (c) Employees, other than regular employees, employed to fill those positions made available by the re-assigning of regular employee positions shall be laid off.

2005/2008

- (d) The Employer has the right to schedule the time-durated or auxiliary employee with the most skill, knowledge, ability and availability for any time-durated or auxiliary position at eighteen (18) days or less without considering time-durated seniority or length of service.

1996/1998

10.6 No Outside Advertising

No outside advertising for additional employees shall be made until regular

employees, and then time-durated employees with seniority have had a full opportunity to apply, and if appointed, to complete the probation or trial period as applicable.

10.7 Time-Durated and Auxiliary Employees – Applications for Postings

2005/2008

(a) Time-durated and auxiliary employees who have time-durated seniority may apply for posted vacancies on the regular staff; however, no regular position shall be filled by such employees until all provisions applying to regular and seasonal employees have been fulfilled.

2005/2008

(b) Time-durated and auxiliary employees who have not accumulated the required number of seniority hours are eligible to apply for posted positions at the same time as outside applicants.

10.8 Method of Making Appointments

(a) In making promotions and transfers, the required knowledge, ability and skills for the position shall be the primary consideration, and where two or more employees are capable of fulfilling the duties of the position, length of service shall be the determining factor. The employees shall retain the right of appeal under the Grievance Procedure contained in this Agreement.

1999/2001

(b) Where the appointment is made from within the bargaining unit, the employer will make reasonable efforts to make such appointment within one month of the close of the posting.

2009/2013

10.9 Probationary Employees

The purpose of the probationary period is to assess the performance of the employee and their suitability for permanent employment with the Employer.

Newly hired employees shall be placed on probation for a period of six hundred and eighty-two hours (682) hours of hourly service for a Schedule 'A', 'C' or 'D' employee and seven hundred and two (702) hours of hourly service for a Schedule 'B' employee or six calendar months, whichever is soonest.

Overtime hours, excluding hours worked for snow removal, shall be included as probationary hours. This probationary period may be extended for good and sufficient cause by up to three (3) calendar months by mutual agreement of both parties, in writing.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to annual vacation **and sick leave**, which may be taken during the probationary period with the approval of the Employer and which would result in an extension of the probationary period in time equal to that taken in annual vacation **and sick leave**.

The **continued** employment of such employees may be determined at any time during the probationary period **and such employment may be terminated for cause**.

After completion of the probationary period, seniority shall be effective **in accordance with Article 9**.

10.10 Trial Period

The purpose of the trial period is to assess the performance of an employee who has been awarded a new position.

The successful applicant shall be placed on trial for a period of four hundred and twenty (420) hours of hourly service for a Schedule 'A', 'C' or 'D' employee and four hundred and thirty two (432) hours of hourly service for a Schedule 'B' employee or six (6) calendar months, whichever is soonest.

Overtime hours, excluding hours worked for snow removal, shall be included as trial hours. This trial period may be extended for good and sufficient cause by up to three calendar months by mutual agreement of both parties, in writing.

During the trial period, if the successful applicant proves unsatisfactory in the position, or if the employee finds herself/himself unable to perform the duties of the new job classification or chooses to revert to their former position, the employee shall be returned to her/his former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to her/his former position without loss of seniority and wage or salary and fringe benefits.

When an employee is absent from work in excess of one (1) work week during a trial period, for any reason, the trial period shall be extended a length of time equal to the period of the absence.

Conditional on satisfactory service, such trial promotion shall become permanent after the aforementioned trial period.

10.11 Transfers Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent.

10.12 On the Job Training

The Employer shall post a list upon which each employee can show his/her willingness to be trained in the use of equipment. Selection for training shall be by over-all seniority. The employees shall be paid their regular rate while being trained during their regular shift, and shall be covered by the workers' compensation when training on their days off.

Article 11. Layoffs and Recalls

11.1 Layoff and Recall Procedure

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

(b) Employees may elect to remain on benefits provided that the Employer and employee premium payment for all benefits are made to the Employer in advance.

11.2 No New Employees

No new employees will be hired until those laid off have been given an opportunity of re-employment.

11.3 Notice of Layoff

The Employer shall notify, in writing, those employees who are to be laid off fourteen (14) calendar days before the layoff is to be effective. If the employee laid off has not had the opportunity to work fourteen (14) calendar days after notice of layoff, he shall be paid in lieu of work for that part of the fourteen (14) calendar days during which work was not made available.

11.4 Temporary Layoff

In the case of temporary layoff due to inclement weather or other situation beyond the control of the Employer, the fourteen (14) day notice of layoff shall not apply. In these instances layoff shall only occur in the Departments affected and shall not last beyond thirty (30) calendar days. (i.e., Public Works Department; Engineering Department; Parks, Recreation & Culture Department; Administration Department; Finance Department; Planning Department; Inspection Services Department; Forestry Department and R.C.M.P.)

- (a) The provisions of Article 11.4 as they pertain to inclement weather will apply to circumstances in respect of which the Employer cannot provide fourteen (14) calendar days of notice of layoff.
- (b) If, as a result of inclement weather, employees are unable to perform work for which they are normally and regularly scheduled, the Employer will endeavour where possible, to schedule alternate available work of a meaningful nature to keep employees gainfully employed.
- (c) Prior to the Employer implementing layoffs due to inclement weather, its representatives will, where possible, endeavour to contact representatives of the Union to advise of the circumstances of the layoffs and where feasible, discuss alternative means of proceeding.
- (d) In the event that a layoff occurs as a result of inclement weather, employees affected shall have the right to "bump" within the department affected, providing the employee exercising the right is qualified to perform the work of the less senior employee and, providing further, that the employee so exercising his seniority rights shall do so immediately being notified of the layoff due to inclement weather. For this purpose the operations of the Employer shall be understood to consist of the following nine departments:
 - (i) Public Works
 - (ii) Engineering
 - (iii) Parks, Recreation and Culture
 - (iv) Administration
 - (v) Finance

- (vi) Planning
- (vii) Inspection Services
- (viii) Forestry
- (ix) R.C.M.P.

(e) Subject to Article 11.4(f), the parties further agree that any employee laid off due either to inclement weather or “bumping” pursuant to this section shall not suffer a reduction in his or her seniority as a result of the temporary layoff. Seniority will continue to be accumulated for up to thirty (30) days by any such employee notwithstanding the layoff, in accordance with Article 9 of the Collective Agreement between the Parties.

(f) It is further understood and agreed that the continuance of an employee’s seniority pursuant to Article 11.4(e) shall not result in any monetary cost to the Employer.

(g) Should a layoff due either to inclement weather or “bumping” pursuant to this section exceed thirty (30) days, a displaced employee shall have the right to “bump” outside of the employee’s particular department.

1994/1995

(h) In the case of temporary layoff for annual maintenance of the aquatic centre, the Employer shall notify, in writing, those Schedule ‘C’ employees who are to be temporarily laid off, fourteen (14) calendar days before such layoff. All other provisions shall be in accordance with Article 11.4 Temporary Layoff.

11.5 Bumping

In the event an employee is laid off or a position becomes redundant, employees affected may bump an employee with less seniority, in accordance with the terms following, provided that the employee exercising the right to bump is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up. Employees exercising their seniority rights under the provisions of this Article shall do so within four (4) days of the notice of layoff.

2005/2008

- (a) Employees will belong to one of the following divisions:
- Inside Division (including clerical staff and technical staff in all departments)
 - Outside Division
 - Parks Recreation & Culture Division (excluding parks workers, clerical and administrative positions)

2005/2008

(b) The divisions will include the following groups of employees:

Inside Division (includes all staff within the named sections unless otherwise noted)

- Corporate Administration Department
- Planning Department
- Engineering Department
- Finance Department (including Purchasing)
- Fire Rescue Department
- Forestry Department – Schedule A (including clerical and technical staff)
- Inspection Services Department

Parks, Recreation & Culture Department – Schedule A (clerical and administrative staff)
Public Works (clerical staff)
RCMP Detachment (clerical, guards, court liaison, exhibits)

Outside Division

Roads and Drainage

Utilities

Shop

Forestry Department – Schedule B (excluding clerical and technical staff)

Parks workers (including cemetery, labourers and equipment operators)

Parks, Recreation & Culture Division

Arena staff

Aquatic Centre staff

Program Registration/Receptionist staff

Programming staff

Facilities maintenance workers

2005/2008

- (c) Employees exercising their bumping rights shall bump first within their division to a position that offers the same number, or a greater number of hours of work, in the following sequence:
- (i) the least senior employee in all of the higher pay grades within the division, or
 - (ii) the least senior employee within the employee's job classification, then
 - (iii) the least senior employee within the employee's pay grade, then
 - (iv) the least senior employee in the next lower pay grade(s) successively within the Division
 - (v) the affected employee(s) may always choose a position with fewer hours if they wish.
- (d) Upon exhausting all opportunities to bump within the division to which the employee belongs, the employee shall then have the option of bumping into a position in any other division, following the same process.

11.6 Service Severance Pay

- (a) A regular employee who has received written notice of layoff shall, within five (5) calendar days, elect to:
- (i) exercise his seniority rights for bumping purposes; or
 - (ii) accept layoff.
- (b) If the employee accepts layoff, he shall within thirty (30) calendar days from the effective date of layoff elect to:
- (i) either retain seniority rights of layoff and recall; or
 - (ii) accept severance pay.

- (c) Upon acceptance of severance pay all seniority rights and rights of 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.
- (d) Entitlement to, and severance pay for each regular employee will be as follows:
 - (i) Three (3) days pay for each calendar year of service up to and including five (5) calendar years of service.
 - (ii) Five (5) days pay for each calendar year of service after six (6) years of service.
 - (iii) The maximum number of days pay for severance will be ninety (90) days pay.
- (e) 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 his or her termination.

Article 12. Hours of Work

SCHEDULE 'A' AND 'D'

2005/2008

12.1 Schedule 'A' and 'D'

The hours of work for Schedule 'A' and 'D' employees, shall be seventy (70) hours for each two (2) week period comprised of eight (8) seven and three quarter (7³/₄) hour days and one (1) eight (8) hour day, between the hours of 7:00 a.m. and 7:00 p.m.

All employees shall work the eight (8) hour day in each two (2) week period on the next working day immediately following the employee's regularly scheduled day off for that two (2) week period. Days off shall be assigned by the Employer and will be either Monday or Friday. However, an employee's day off may be varied by mutual consent of both parties.

All scheduled work performed on Saturday or Sunday shall be on a voluntary basis, except for Schedule 'A' employees working for the R.C.M.P. Detachment.

12.2 Shifts Schedule 'A' – R.C.M.P. Detachment

For the purpose of establishing shifts for Schedule 'A' employees in the R.C.M.P. Detachment Office, the Parties hereby agree that:

- (a) Day Shift – shall be between the hours of 7:00 a.m. to 5:00 p.m.
- (b) Afternoon Shift – shall be 11:30 a.m. to **8:00** p.m.

2009-2013

SCHEDULE 'B'

12.3 Schedule 'B'

2009-2013

Schedule 'B' employees shall work nine (9) consecutive hours per day, thirty-six (36) hours per week, four (4) days per week, Monday to Friday inclusive, with three (3) consecutive days off. All scheduled work performed on Saturday or

Sunday shall be on a voluntary basis.

By mutual agreement, Schedule 'B' employees will have the option to work and bank any one (1) of their three (3) regular days off at straight time without overtime payment.

12.4 Schedule 'B' Weekend Employee Work Schedules

1999/2001

- (a) Notwithstanding the provisions of Article 12.3 or other provisions of the Collective Agreement, it is agreed that once each calendar year Public Works employees who are posted to the weekend work schedule (weekend employees) may have their schedules changed in the manner described in Article 12.4(b), and that for such changes in work schedules, variance of the employee's third day off will be at the discretion of the Employer without overtime payment.
- (b) During the month of February the work schedule of a weekend employee may be changed to a weekday work schedule, for the continuous period between early March and early November. During the period of mid-October to mid-November, the work schedule for such employees may be changed back to the weekend work schedule.

12.5 Summer Hours

1994/1995

- (a) Notwithstanding the provisions contained in Article 12.3 and 12.4 above, summer hours may apply from June to September according to weather conditions. Such hours shall be mutually agreed upon.

1999/2001

- (b) Subject to mutual agreement between the Employer and the affected employee(s), employee(s) working in the line painting function may commence the day shift at 4:30 a.m., from the beginning of June to the end of September, without overtime payment.

1999/2001

- (c) Subject to mutual agreement between the Employer and the affected employee(s), employee(s) working in the survey function may commence the day shift at 6:00 a.m. from the beginning of May to the end of October, or for construction projects, without overtime payment.

2002/2004

- (d) Notwithstanding any other provisions of the Collective Agreement, between April 1 and October 1 of any calendar year Public Works Schedule 'B' employees may be scheduled to commence work at 6:30 a.m. without the Employer incurring overtime.

12.6 Shift – Street Sweeper/Patrol

The following set times and periods are set out for the purpose of street sweeping/patrol as follows:

2009/2013

- (a) Early Shift:
Between March 1st and October 31 of each year, 4:00 a.m. to **1:30** p.m.
- (b) Graveyard Shift:

November 1st and February 28 of each year, **10:30** p.m. to 8:00 a.m.

12.7 Notice of Work Schedule Change for Schedule 'B'

1999/2001

Employees whose work schedules are being changed in accordance with Article 12.4 will receive notice of such change at least one (1) week prior to the change occurring. Unless otherwise impractical, such notice will be provided to the employee at a time when the employee is at work. An employee on approved vacation will not have their expected return to work date affected by such change, unless mutually agreed between the employer and the employee.

2005/2008

12.8 Shifts - Schedule 'B' – Public Works and Forestry

For the purpose of establishing shifts and work schedules for Schedule "B" public works and forestry employees, the Parties hereby agree that:

1994/1995

(a) Day Shift – shall be any nine (9) consecutive hours between 7:00 a.m. and 5:30 p.m., with one-half (½) hour for lunch, except those employees in the Municipal Forest who may be required to vary the regular day shift in order to comply with Fire Season Regulations.

(b) Afternoon Shift – shall be 3:30 p.m. to 1:00 a.m.

2009/2013

(c) Graveyard Shift – shall be **10:30** p.m. to 8:00 a.m.

1999/2001

(d) Weekday Work Schedule – shall be any four (4) consecutive days between Monday and Friday inclusive.

1999/2001

(e) Weekend Work Schedule – shall be any four (4) consecutive days which include Saturday and/or Sunday.

2005/2008

12.9 Shifts - Schedule 'B' – Police Guards

For the purpose of establishing shifts and work schedules for Schedule "B" police guards, the Parties hereby agree that:

(a) Day Shift – shall be any hours worked between 9:00 a.m. and 3:00 p.m.

(b) Afternoon Shift – shall be any hours worked between 3:00 p.m. to 12 midnight.

(c) Graveyard Shift – shall be any hours worked between 12:00 midnight and 9:00 a.m.

12.10 Schedule 'B' Parks and Recreation – Hours of Work

(a) Schedule 'B' Parks and Recreation employees shall work nine (9) consecutive hours per day, thirty-six (36) hours per week, four (4) days per week, Monday to Friday inclusive, with three (3) consecutive days off, save and except the third (3rd) day off can be varied by mutual agreement with overtime payment. All scheduled work performed on Saturday or Sunday shall be on a voluntary basis.

(b) All Schedule 'B' Parks and Recreation employees whose regular work week is other than Monday to Friday inclusive may be required to work any four (4) consecutive days, followed by three (3) consecutive days of rest, save and except the third (3rd) day off can be varied by mutual agreement without overtime payment.

2009/2013

(c) Notwithstanding 12.10 (a), part-time Schedule 'B' **facility maintenance worker I** employees may work up to five (5) days per week, providing that the total hours worked in the week are less than thirty-six (36).

All time worked in excess of seven hours ten minutes (7 hours 10 minutes) shall be paid at the overtime rates, or when changes to the work week schedule are necessary, four (4) days of rest shall be provided during the fourteen (14) days immediately following the change of shift. Any regular rest day which may be lost by this provision shall be added to the annual vacation entitlement of the employee or taken consecutive to annual vacation.

1999/2001

12.11 Shifts - Schedule 'B' – Parks and Recreation

For the purpose of establishing shifts and work schedules for Schedule 'B' employees of Parks and Recreation, the Parties hereby agree that:

1994/1995

(a) Day Shift – shall be between 7:00 a.m. to 5:00 p.m.

2009/2013

(b) Afternoon Shift – shall be between 3:30 p.m. to **1:00** a.m.

2009/2013

(c) Graveyard Shift – shall be between **10:30** p.m. to **8:00** a.m.

1999/2001

(d) Weekday Work Schedule – shall be any four (4) consecutive days between Monday and Friday inclusive.

1999/2001

(e) Weekend Work Schedule – shall be any four (4) consecutive days which include Saturday and/or Sunday.

SCHEDULE 'C'

12.12 Schedule 'C' – Hours of Work – Full-time

2002/2004

The hours of work for regular full-time and time-durated full-time Schedule 'C' employees shall be seventy (70) hours for each two (2) week period comprised of eight (8) seven and three-quarter ($7\frac{3}{4}$) hour days and one (1) eight (8) hour day.

All employees shall work the eight (8) hour day immediately following the employee's regularly scheduled day off for that two (2) week period. Consecutive days off shall be assigned by the Employer, however, an employee's day off may be varied by mutual agreement of the employee and the Employer.

1994/1995

12.13 Schedule 'C' – Hours of Work – Part-time

The hours of work for regular part-time and time-durated part-time Schedule 'C' employees shall be up to thirty-five (35) hours per week, comprised of up to five (5) consecutive days per week and up to seven (7) hours per day.

In the event such an employee works less than thirty-five (35) hours a week (Sunday to Saturday), the Employer may request the employee to work a sixth day at straight time to a maximum of seven (7) hours and to a maximum of thirty-five (35) hours in a week for unscheduled relief of other Schedule 'C' employees. Acceptance of such hours will be at the discretion of the employee.

In the event of shift changes the minimum provisions of the Employment Standards Act related to consecutive hours free from work shall apply.

12.14 Shifts - Schedule 'C'

2002/2004

- (a) Day Shift – shall be between 7:00 a.m. and 7:00 p.m., seven (7) days per week, except for aquatic guards and program registration/receptionists who may commence work at 5:00 a.m. without the Employer incurring overtime.
- (b) Afternoon Shift – shall be between 12:00 noon and 1:00 a.m., seven (7) days per week;
- (c) Graveyard Shift – shall be between 11:00 p.m. and 8:00 a.m., seven (7) days per week;

2002/2004

- (d) The working hours of employees working on split shift shall be confined to seven (7) hours within ten (10) hours immediately following commencement of work. No portion of the split shift shall be less than two (2) hours in duration, and there shall be at least one-half (½) hour between splits. Except by mutual agreement of the Employer and the affected employee, no split shift will include more than two (2) splits.

Regular part-time employees shall be paid for a minimum of four (4) hours each day that the employee reports to work, however students working as regular part-time or time-durated Schedule 'C' employees shall be paid for a minimum of two (2) hours on each day they attend school and report to work. *(NOTE: This applies when school is in session. Only students are allowed to work two (2) hour shifts and the onus is on the student to maintain eligibility. Any grievance related to student hours shall be dealt with as a policy grievance.)*

1999/2001

- (e) Any regular part-time or time-durated part-time employee may occupy or work in one (1) or more part-time or time-durated positions and the employee shall be paid the appropriate hourly rate for whichever position is being performed. When such employees work in positions other than Schedule 'C', overtime entitlement shall be based on the schedule in which the majority of hours are worked during the shift. Any such overtime will be earned at the rate applicable to the position the employee is occupying at the time the overtime is worked.

2009/2013

12.15 Aquatic Centre – In-Service Training

Employees employed in the Aquatic Centre, attending in service training required by the Employer, shall be paid their regular hourly rate or appropriate overtime rate.

12.16 Split Shifts - Students

Notwithstanding Article 12.14 (d), it is agreed by the Parties that the working hours of students employed during the summer on a split shift shall be confined to nine (9) hours within ten (10) hours immediately following commencement of work.

SHIFT PREMIUMS AND OVERTIME

2008/2013

12.17 Shift Premium

- (a) **With the exception of part-time Schedule 'C' employees, employees working Afternoon Shift shall be paid a shift premium of six (6) per cent for all hours worked;**
- (b) **With the exception of part-time Schedule 'C' employees, employees working Early Shift or Graveyard Shift shall be paid a shift premium of twelve and one-half (12.5) percent for all hours worked.**

12.18 Straight Time Hours

- (a) Schedule 'B' employees working less than nine (9) hours per day and Schedule 'A', 'C' and 'D' employees working less than seven and three-quarters (7¾) hours per day or eight (8) hours per day for one (1) day in each two (2) week period, shall be paid at straight time rates for all hours worked up to nine (9) hours per day or seven and three-quarters (7¾) hours per day or eight (8) hours per day for one day in each two (2) week period, then overtime rates shall prevail.
- (b) Notwithstanding 12.18 (a), regular part-time, time-durated part-time and auxiliary Schedule 'C' employees shall be paid straight time rates for all hours worked up to seven (7) hours in a day or thirty-five (35) hours per week.

2009-2013

12.19 Overtime

- (a) Employees shall be paid for all work in excess of nine (9) hours per day or thirty-six (36) hours per week for Schedule 'B' employees, and seven and three-quarters (7¾) hours per day or seventy (70) hours per each two (2) week period for Schedule 'A', 'C' and 'D'.
- (b) Notwithstanding 12.19 (a), **regular part-time, time-durated part-time and auxiliary** Schedule 'C' employees shall be paid overtime for all work in excess of seven (7) hours in a day or thirty-five (35) hours per week.

2009-2013

- (c) Employees shall be paid at time and one-half (1½T) the regular hourly rate for the first two (2) hours of overtime and double (2T) the regular hourly rate thereafter, EXCEPT that for Schedule 'A', 'C' and 'D' employees who are working the one eight (8) hour day in a two (2) week period, the provisions of this paragraph shall apply after the employee has worked eight (8) hours on that one (1) day.
- (d) **Hours worked prior to an employee's normal work hours are considered "call out" and shall be paid at double (2T) the regular hourly rate.**

- (e) All work performed on rest days shall be paid for at double (2T) the regular hourly rate.

2009/2013

12.20 Overtime Authorization

Employees shall be paid overtime, provided **the overtime** is authorized by their supervisor.

1994/1995

12.21 Overtime Equalization

Overtime equalization will be provided to the extent possible.

BANKED TIME

1999/2001

12.22 Banking of Day Off

Notwithstanding other provisions of the Collective Agreement, employees may request, and may with the agreement of the Employer, work a regular day off and bank this time worked at straight time subject to the following:

- (a) Such work will be based on the operational needs of the department;
- (b) Schedule 'A', 'C' and 'D' employees may work and bank their regular day off;
- (c) **Schedule 'B' employees may work and bank any one (1) of their three (3) regular days off at straight time without overtime payment.**

2009/2013

12.23 Banked Hours

- (a) Employees shall have the option to bank overtime, additional earnings, or extra time worked, at the rate of pay at which it was earned, as noted in this Article:
 - (i) "overtime" means overtime as defined by Article 12.19.
 - (ii) "additional earnings" means unused vacation time which the Employer has agreed to carry forward from one year to the next, year end vacation adjustment payout, or standby time;
 - (iii) "extra time worked" means hours worked in accordance with Article 12.22 or Article 13.3.

2009/2013

- (b) Schedules 'A', 'C' and 'D' employees may bank up to **245** hours and Schedule 'B' employees may bank up to **252** hours.

2009/2013

- (c) **Once maximum hours have been reached there will be an automatic payout of excess hours.**
- (d) Subject to the provisions of Article 12.23 (a), overtime or additional earnings which are banked may be taken either as paid time off, or paid as cash payment. Paid time off will be scheduled at a time mutually agreeable between the Employer and the employee.

OTHER COMPENSATION

12.24 Minimum Paid Hours

Where an employee reports for a shift and no work is available, such employee shall be paid for a minimum of two (2) hours; and in the event the employee commences work, a minimum of four (4) hours shall be paid.

1994/1995

12.25 Call Out Pay

If an employee is "called out" they shall receive a minimum of two (2) hours pay at double (2T) time; but after completion of the duties the employee was called out for he/she may book off with a minimum of two (2) hours pay. However, the employee who books off with a minimum of two (2) hours pay shall not be entitled to a meal allowance.

12.26 On Call Compensation

- (a) When an employee is advised that he/she is "on call", that is, immediately available by direct telephone contact, the employee shall be paid straight time wages equal to one-half (1/2) of one (1) day's pay at the employee's regular rate of pay for each day the employee is "on call".
- (b) All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with Article 12.19 of the Agreement. On Call duty shall be equally divided among the qualified employees.

2005/2008

12.27 Contact Outside of Work

- (a) If an employee is contacted outside of work to resolve a current or occurring issue, the employee shall receive compensation of one (1) hour at the applicable overtime rate.
- (b) If other calls occur during the initial one (1) hour period, no additional compensation will be paid.
- (c) If the employee receives additional calls outside the initial one (1) hour period, then compensation will be paid at the same rate as above.
- (d) Calls of an incidental nature will not be compensated.

12.28 Break Period

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

12.29 Shift Preference

Seniority shall determine shift preference, subject only to ability to perform the job required.

12.30 Notice of Change of Shift

Twenty-four (24) hours notice shall be given before change of shift. Failure to provide at least fifteen (15) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period, except for employees who have worked seven (7) hours or less in the previous shift.

1999/2001

12.31 Notice of Work Schedule Change for Schedules 'A', 'C' and 'D'

Employees whose work schedules are being changed other than in accordance with Article 12.4 will receive notice of such change at least one (1) week prior to the change occurring in situations when the Employer can reasonably predict the requirement for work schedule changes, or twenty four (24) hours notice when the Employer cannot reasonably predict the requirement for work schedule changes.

Unless otherwise impractical, such notice will be provided to the employee at a time when the employee is at work. An employee on approved vacation will not have their expected return to work date affected by such change, unless mutually agreed between the Employer and the employee.

2002/2004

12.32 Municipal Forest Fire Fighting

For the day a fire in the Municipal Forest is reported, plus the following day, any employees in the Municipal Forest that are required to help fight or control the fire will be paid:

- (a) For the first two (2) days, normal straight time and overtime rates as specified in the current Collective Agreement between the District of Mission and Canadian Union of Public Employees, Local No. 1267 (i.e. for Schedule 'B' employees, this would mean straight time applies to the first nine (9) hours worked in the shift if scheduled on a usual working day while overtime rates would apply after this shift; for Schedule 'A' employees this would mean straight time applies to the first seven and three quarters (7³/₄) hours worked in the shift if scheduled on a usual working day while overtime rates would apply after this shift. For fire fighting time worked during this two (2) day period on a rest day, overtime rates will apply from the start of the shift).
- (b) From the third day on, all employees engaged in fire fighting in the Municipal Forest shall be paid at straight time rates for all time worked provided, however, that the fire was not started purposely by the Employer for the purpose of disposing of slash or wood residue and requires active measures to extinguish.

Interpretive notes:

Clarify in Article 12.31: "provided, however, that the fire has not been started by the Employer" means where a fire has purposely been started by the District of Mission for the purpose of disposing of slash or wood residue and requires active measures to extinguish. A fire that is accidentally or inadvertently started by the District of Mission would be subject to the conditions of section 12.18 above. A fire that is defined as in the first sentence of this paragraph, would be subject to all regular overtime provisions in the current Collective Agreement between the District of Mission and CUPE Local No. 1267.

Clarify in Article 12.31: "employees in the Municipal Forest" means any District of Mission Forestry

Department employee.

"Fire fighting and/or control" shall mean the act or process of suppression to the point when the fire requires fire patrol or watching only .

"Municipal Forest" shall mean the lands contained in Mission Tree Farm Licence 26 or land adjacent where fire would threaten TFL 26.

Non-Forestry Department District of Mission employees are subject to receiving normal overtime compensation during fire fighting, which means, from the third day on, that some employees will receive straight time rates while others get overtime rates. As such, the District of Mission may choose to control this situation by limiting the involvement of those receiving overtime rates.

Article 13. General Holidays

1994/1995

13.1 General Holidays

All employees shall have the following General Holidays off with pay at the employee's regular rate of pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

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

13.2 General Holidays – New Employees

For the purpose of this Section, all new employees hired by the Employer shall have worked for the Employer at least twelve (12) working days in the thirty (30) calendar day period immediately prior to the General Holiday.

1996/1998

13.3 General Holidays Falling on Day Off

When any of the above noted holidays falls on an employee's day off:

- (i) the employees first regularly scheduled work day after the holiday, when one day is involved, or
- (ii) the employee's first and second regularly scheduled work day after the holiday when two days are involved,

1994/1995

shall be deemed to be holidays for the purpose of this agreement, unless the Employer and the Union mutually agree otherwise. This foregoing agreement shall not result in an increase in benefit to the employee or cost to the Employer as it relates to the affected Employee. The employee may bank such time at straight time as part of the banked time limit contained in Article 12.23.

13.4 Holiday Pay

- (a) Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) normal day's pay.

- (b) Employees who are required to work shall be paid their regular General Holiday pay and, in addition, shall receive double (2T) time for each hour worked.

Article 14. Annual Vacation

14.1 Annual Vacation Entitlement

All employees covered by this Agreement shall receive an annual vacation with pay, on the following basis:

- (a) For the purpose of this Section, calendar year shall be the period January 1st to December 31st, inclusive.

2009/2013

- (b) All Schedule 'A', 'C' **and 'D'** employees during the first (1st) calendar year of service, shall accumulate **one (1) day** for each completed month of employment or major fraction thereof, to a maximum of **twelve (12) days**. Employees shall receive an annual vacation equivalent to the accumulated hours at the employee's regular rate of pay or four percent (4%) of the employee's annual gross earnings, whichever is the greater.

2009/2013

- (c) All Schedule 'B' employees, during the first (1st) calendar year of service shall accumulate **one (1) day** for each completed month of employment or major fraction thereof, to a maximum of **twelve (12) days**. Employees shall receive an annual vacation equivalent to the accumulated hours at the employee's regular rate of pay or four percent (4%) of the employee's annual gross earnings, whichever is greater.

- (d) Notwithstanding the foregoing provisions, it is agreed, that in the event an employee leaves the service of the Employer prior to and including December 31st of his first calendar year of service, he shall receive four percent (4%) of his gross earnings.

- (e) 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.

2009/2013

- (f) One hundred and five (105) hours for Schedule 'A', 'C **and 'D'** employees and one hundred and eight (108) hours for Schedule 'B' employees after one (1) year or six percent (6%) of the gross annual earnings, whichever is greater.

2009/2013

- (g) One hundred and forty (140) hours for Schedule 'A', 'C' **and 'D'** employees and one hundred and forty four (144) hours for Schedule 'B' employees after six (6) years or eight percent (8%) of the gross annual earnings whichever is the greater.

2009/2013

- (h) One hundred and seventy-five (175) hours for Schedule 'A', 'C' **and 'D'** employees and one hundred and eighty (180) hours for Schedule 'B' employees after fifteen (15) years or ten percent (10%) of the gross annual earnings whichever is the greater.

2009/2013

- (i) Two hundred and ten (210) hours for Schedule 'A', 'C' **and** 'D' employees and two hundred and sixteen (216) hours for Schedule 'B' employees after twenty (20) years or twelve percent (12%) of the gross annual earnings whichever is the greater; and each year thereafter.

2009/2013

14.2 Supplementary Vacation Entitlement

In summary, except for the transitional days credited in 1979 **and** 2009, each employee will receive one (1) supplementary week of vacation at the beginning of each four (4) years following completion of **ten (10)** calendar years of service, with each supplementary week to be taken during the course of the four (4) year period.

*** see Supplementary Vacation Entitlement Explanation and Chart at end of agreement*

14.3 Added Vacation

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

14.4 Vacation Requests

On or before February 1st of each calendar year, employees shall submit their requests for annual vacations and on or before February 28th, of each calendar year, the Employer shall approve the scheduling of annual vacation time.

14.5 Statutory Holiday During Vacation

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

14.6 Unbroken Vacation Period

1994/1995

Subject to operational requirements, each employee shall be entitled to receive his or her vacation in an unbroken period as follows, unless otherwise mutually agreed between the employee concerned and the Employer.

2009/2013

- (a) Where the employee is entitled to one hundred and forty (140) hours for Schedule 'A', 'C' **and** 'D' and one hundred and forty-four (144) hours for Schedule 'B' – one hundred and five (105) hours or one hundred and eight (108) hours respectively.

2009/2013

- (b) Where the employee is entitled to one hundred and seventy-five (175) hours for Schedule 'A', 'C' **and** 'D' and one hundred and eighty (180) hours for Schedule 'B' – one hundred and forty (140) hours or one hundred and forty-four (144) hours respectively.

2009/2013

- (c) Where the employee is entitled to two hundred and ten (210) hours for Schedule 'A', 'C' **and** 'D' and two hundred and sixteen (216) hours for Schedule 'B' – one hundred and seventy-five (175) hours or one hundred and eighty (180) hours respectively.

14.7 Approved Leave of Absence During Vacation

An employee, who is on annual vacation, may, with the approval of the Employer, defer a period of annual vacation equal to the amount of sick leave or bereavement leave that such employee would have been entitled to had the employee not been on annual vacation. The period of vacation displaced shall be reinstated for use at a later date, subject to the approval of the Employer. Such approval shall not be withheld unjustly.

14.8 Vacation During Leave of Absence

1999/2001

(a) When an employee is given a leave of absence in excess of thirty (30) days without pay, during which seniority does not accumulate, the employee's annual vacation in the calendar year in which the leave of absence occurs, and future vacation entitlement, shall be prorated accordingly.

2002/2004

(b) Except for pregnancy and/or parental leaves, when an employee is given a leave of absence without pay in excess of 30 days during which seniority accumulates, the employee's annual vacation in the calendar year in which the leave of absence occurs shall be prorated accordingly.

14.9 Employee Termination

Employees who leave the service of the employer during the calendar year, shall have their annual vacation allotment calculated on a pro-rated basis to the last day worked.

2005/2008

14.10 Employee Retirement

There shall be no pro-rating of vacation entitlement for employees who retire in accordance with the Municipal Pension Plan Rules.

1999/2001

14.11 Over payment of vacation time

If a full-time regular employee is required by his/her supervisor to use unentitled vacation time, over payment of vacation time for such employees will be at the cost of the Employer.

Article 15. Sick Leave Provisions

15.1 Sick Leave Accumulation

2009/2013

(a) All full-time employees shall be granted one and one-half (1 ½) days sick leave with pay for every month of service **commencing** the date of hire.

2009/2013

(b) All part-time employees who are entitled to and chose benefits shall be granted an equivalent pro-rated number of days identified in Article 15.1 (a) of sick leave with pay retroactive to date of hire depending on the number of hours worked.

2009/2013

(c) An employee shall be entitled to an accrual of all unused sick leave to a maximum of 300 working days.

15.2 Deductions from Sick Leave

- (a) A deduction shall be made from an employee's accumulated sick leave of all normal working days or portions thereof, exclusive of holidays, that an employee is absent from work for sick leave as defined.
- (b) The employer may approve a request from an employee to use a portion of his accumulated sick leave to attend specialist's appointments, appointments for hospital or laboratory tests or appointments with an oral surgeon, provided the appointment cannot be made on the employee's regularly scheduled day off at an earlier time than an appointment during the employees working hours.
- (c) The one (1) day or less not covered by the Workers' Compensation Act shall be paid by the Employer with no deductions from sick leave credits.

15.3 Family Leave

When an employee is required to respond to a medical emergency or to provide care for a sick or injured member of the employee's immediate family, the employee shall be entitled, after notifying the employee's supervisor, to use a maximum of five (5) days sick leave per year, to deal with the medical emergency or care for the member of the family who is sick or injured. Immediate family is defined as: spouse, common law or life partner, child, parent, **grandchild or grandparent**. An employee may be required to provide a certificate from a qualified practitioner confirming the illness of the family member.

15.4 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off due to lack of work, the employee shall not receive sick leave credits for the period of such absence, but shall retain his/her accumulative credit.

15.5 Extension of Sick Leave

An employee with more than 100 days of accumulated sick leave, who has exhausted his sick leave credits, may, with the approval of the Employer, receive an extension of eighteen (18) working days. This sick leave extension shall be repaid by the employee upon his return to duty through his normal monthly accumulation. Any further extension of sick leave shall not be granted until an employee has repaid the eighteen (18) borrowed days in full.

15.6 Proof of Illness

An employee may be required to produce a certificate from a qualified medical practitioner for any illness, certifying that such employee is unable to carry out his duties due to illness, or non-compensable accident. If an employee incurs a cost obtaining this certificate, the cost will be reimbursed by the employer.

15.7 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 and the Union shall be advised

at least annually of the amount of sick leave accrual.

1999/2001

15.8 Sick Leave Pay During Temporary Transfer

When an employee has worked in a higher-rated position for more than twenty (20) consecutive working days immediately prior to an illness not covered by workers' compensation, the employee receives that rate of pay upon illness; however, the employee reverts to his/her regular rate of pay for sick leave at the time that she/he would have reverted to his/her regular position.

Article 16. Retirement Pay

2009-2013

16.1 Retirement Pay – After 5 Years

It is agreed and understood that 228 hours (Schedule 'A', 'C' and 'D') and 234 hours (Schedule 'B') pay shall be paid to employees of the Employer upon retiring from the service of the Employer after a minimum of five (5) years full time equivalent employment with the Employer.

2009-2013

16.2 Retirement Pay – After 15 Years

Schedule 'A', 'C' and 'D' employees shall be paid an additional 140 hours pay and Schedule 'B' employees an additional 144 hours pay upon retiring from the service of the Employer on completion of a minimum of fifteen years (15 years) full time equivalent employment with the Employer.

2009-2013

16.3 Retirement Pay – After 25 Years

Schedule 'A', 'C' and 'D' employees shall be paid an additional 140 hours pay and Schedule 'B' employees an additional 144 hours pay upon retiring from the service of the Employer on completion of a minimum of twenty-five (25) years of full-time equivalent employment with the Employer.

2009-2013

16.4 Retirement Pay – After 35 Years

Schedule 'A', 'C' and 'D' employees shall be paid an additional 140 hours pay and Schedule 'B' employees an additional 144 hours pay upon retiring from the service of the Employer on completion of a minimum of thirty-five (35) years of full-time equivalent employment with the employer.

Article 17. Leave of Absence

2005/2008

17.1 General Leave

- (a) The Employer may grant leave of absence without pay and without loss of seniority to a maximum of one (1) month 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.
- (b) Such leave in excess of one (1) month to be agreed between the Employer and the Union.
- (c) Any employee who obtains a leave of absence on false grounds shall be

subject to dismissal. The Union shall be kept informed in writing of such decisions.

17.2 Leave for Union Business

The Employer agrees that where permission has been granted by the Employer, to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance or arbitration, they shall suffer no loss of pay for time so spent.

2005/2008

17.3 Leave for Union Duties

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 five (5) Union representatives shall be away at any one time and not more than two (2) representatives shall be away at any one time from any one department. Such leave of absence shall not affect the employee's seniority and/or benefits contained in this Agreement.

2005/2008

17.4 Leave for Public Duties

- (a) Subject to mutual agreement between the Employer and the Union, the Employer may, upon receipt of a written request, grant a leave of absence without pay and without loss of seniority to a maximum of eight (8) weeks, so that an employee may be a candidate in federal, provincial or municipal elections.
- (b) 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.

17.5 Leave for Union Position

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 up to one (1) year and shall be renewed each year on request during the employee's term of office.

17.6 Bereavement Leave

2009/2013

- (a) Employees, **other than time-durated or auxiliary**, shall be granted up to **three (3)** consecutive weeks leave without loss of salary or wages in the case of death of a spouse, **partner** or a child.

2009/2013

- (b) **Time-durated employees shall be granted up to one (1) week leave without loss of salary or wages in the case of a death of a spouse, partner or child.**

2009/2013

- (c) Employees, **other than time-durated or auxiliary**, shall be granted up to **two (2)** week's leave without loss of salary or wages in the case of death of a parent, brother, sister, grandchild, or grandparent.

2009/2013 (d) Employees, **other than time-durated or auxiliary**, shall be granted up to three (3) regularly scheduled consecutive workdays' leave without loss of salary or wages in the case of death of a **mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law**.

2005/2008 (e) Regular part-time employees on benefits shall receive the equivalent number of days identified in a, c and d and will be paid the number of hours they would normally be scheduled to work for those days.

2005/2008 (f) The Employer shall approve reasonable extensions of bereavement leave, without pay.

2009-2013 **17.7 Compassionate Leave**

In the case of terminal illness of a family member, the employee shall be granted the same time off as set out in Article 17.6 Bereavement Leave.

2005/2008 **17.8 Mourner's Leave**

Up to one-half ($\frac{1}{2}$) day leave may be granted without loss of salary or wages to attend a funeral if the service occurs within the boundaries of Mission, Maple Ridge, Abbotsford or Chilliwack. If the service is outside these boundaries an employee may be granted one (1) day's leave without loss of salary or wages.

17.9 Jury or Court Witness Duty

(a) The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or crown witness in any court.

(b) The Employer shall pay such an employee the difference between his normal earnings and the payment he/she received for jury service or crown witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

2005/2008 **17.10 Pregnancy Leave**

(a) The Employer will issue a separation certificate for a pregnancy leave of absence without pay, on the written request of an employee who is pregnant, provided that as much notice as possible is given, but not less than four (4) weeks notice is given prior to the effective date of such leave of absence.

(b) The Employer will offer the same position, if it remains established or alternative employment without loss of seniority, to the said employee, providing that at least four (4) weeks prior notice in writing is given by the employee to the Employer of the employee's intention to return to work.

(c) In no case, shall the total period of maternity leave exceed seventeen (17) weeks unless otherwise provided for in this agreement.

(d) Failure to inform the Employer, within a period of fifty-two (52) weeks from the date of separation of the employee's intention to return to employment will mean that the separation will be deemed to be permanent with the

accompanying loss of all seniority and privileges.

2002/2004

17.11 Parental Leave

- (a) The Employer will issue a separation certificate for a parental leave of absence without pay, on the written request of an employee.
- (b) Parental leave will be granted without pay, for a period or periods not to exceed in total thirty-five (35) consecutive weeks for the birth mother and up to thirty-seven (37) weeks for the birth father or adopting parents unless otherwise provided for in this agreement, if requested by the birth mother, birth father or the adopting parents.
- (c) Such leave must be taken within the fifty-two (52) week period after the birth of the child of the employee or in the case of the adoption, within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the employee.

2002/2004

17.12 Extension of Pregnancy/Parental Leave

- (a) Where a doctor's certificate is provided stating that a longer period of pregnancy/parental leave is required for health reasons, the Employer may grant an extension up to six (6) months.
- (b) General leave may be granted by the Employer where additional leave is required because of the health of the newborn child.

17.13 Adoption Leave

2009-2013 Where an employee seeks leave due to legal adoption, the provisions in **Article 17.11** shall apply.

2009-2013

17.14 Special Leave

Employees shall be allowed **one (1) day** leave of absence with pay and without loss of seniority and benefits for the birth of **an** employee's child to be taken on the day the child is born and when the birth takes place on the employee's regular scheduled work day. **The provisions of Article 17.10 Pregnancy Leave shall apply to pregnant employees.**

Article 18. Payment of Wages and Allowances

2009/2013

18.1 Annual Salary

The full-time equivalent salary for Schedule 'B' employees is based on 1872 hours per year, and for Schedules 'A', 'C' and 'D' it is based on 1820 hours per year.

18.2 Pay Days

The Employer shall pay salaries and wages bi-weekly on a Thursday 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 his/her wages and deductions.

18.3 Equal Pay for Equal Work

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

1994/1995

18.4 Supplementation of Compensation Award

An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, shall receive from the Employer the difference between that amount payable by the Workers' Compensation Board and the employee's regular net salary.

(NOTE: The Employer and the Union agree to the principle of no loss/no gain for workers' compensation supplement.)

18.5 Part-Time Employees

Regular part-time employees shall receive the wage rates and conditions of employment specified in this agreement. Benefits, in accordance with Article 20, shall be paid to all regular part-time employees who have completed the required probation period.

2009/2013

Effective March 17, 2009, the Employer agrees to provide life insurance on the date of hire and to pay BC Medical and Surgery Benefits plan premiums on the 1st of the month following month of hire for all eligible employees.

18.6 Pay During Temporary Transfer to Exempt Position

Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid, from the first (1st) 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.

2009-2013

18.7 Meal Allowance

- (a) Employees required to work unscheduled or emergency overtime in excess of two (2) hours overtime in any day in which the employee works a regular shift, either immediately before the regular shift or within thirty (30) minutes immediately following the regular shift shall be paid an additional one-half (½) hour pay at regular time in lieu of meal allowance.
- (b) Employees required to work unscheduled **or** emergency overtime in excess of four (4) hours overtime either on a day in which the employee works a regular shift or on a regular day off shall be paid an additional one-half (½) hour pay at regular time in lieu of meal allowance **in addition to the meal allowance set out in 18.7(a).**

18.8 Educational Allowance

2002/2004

- (a) The Employer shall reimburse the full cost of any course of instruction required by the Employer for an employee to better qualify him/her to perform his/her job, including mileage, parking, accommodation, meals, books, texts, materials, professional fees, and membership fees. Employees shall be paid

one hundred per cent (100%) of the course fee upon enrolment.

- 2003-01-01 (b) The Employer shall pay the instructional costs and re-certification fees for aquatic guards for required certificates. In addition, full time aquatic guards will be paid to attend re-certification classes if the classes are only available during normally scheduled working hours.
- 2009-2013 (c) The Employer shall reimburse the full cost of the course fee of any optional course of instruction, as approved by the Employer, for employees to better qualify themselves **for other positions with the Employer**. Employees shall be paid **one hundred (100)** per cent of the course fee, including text books, upon enrolment.
- 2009/2013 (d) **If the employee does not pass the course, or leaves the service of the Employer within one (1) year from completing the course, the employee will be required to repay twenty-five (25) percent of the costs to the Employer.**
- 2005/2008 (e) All regular employees in an apprenticeship program shall receive their regular rate of pay while attending school during regular working hours.

18.9 Rate for Charge Hand

Charge Hands are those who, over and above their regular work, supervise two (2) or more employees. Charge Hands are appointed by the foreman and will remain under the foreman's supervision. While so employed, Charge Hands will receive not less than ten percent (10%) above the highest rated classification under their supervision.

2009-2013 **18.10 Pay During Temporary Transfer - Higher Classification**

When an employee is appointed or requested by his/her Department Head to temporarily perform work for which a higher classification is provided, such employee shall be paid immediately the established rate quoted for the higher position to which the employee has been temporarily assigned.

2009-2013 **18.11 Pay During Temporary Transfer - Lower Classification**

When an employee is directed by his/her Department Head to temporarily perform work in a lower classification, the employee shall continue to be paid the established rate of pay for the employee's regular classification.

18.12 Mileage Allowance

Mileage rates paid to employees using their own vehicles for the Employer's business shall be as follows:

- 2009-2013 (a) Employees who use their own vehicle on a casual or intermittent basis shall receive **the greater of fifty-two (52) cents per km or the Canada Revenue Agency (CRA) rates** for all kilometres so driven when authorized to do so by their supervisor.
- (b) For the purpose of this section, there shall be no obligation on the part of the employee to use his/her own vehicle on the Employer's business.

- (c) Any employee required to use a vehicle by the Employer will have access to a Municipal vehicle.

18.13 Premium Pay for Abnormal Working Conditions

2005/2008 (a) Employees shall receive, in addition to their regular rate of pay, four (4%) per cent of the Labourer II rate of pay per hour premium for work of an extremely dirty nature, such as exhuming, spraying pesticides, creosoting, mouldy marijuana and other work of a similar nature, until such time as they are able to wash and/or shower and change clothes.

2005/2008 (b) Employees shall receive, in addition to their regular rate of pay, six (6%) per cent of the Labourer II rate of pay per hour premium working in raw sewage or where it is necessary to enter a manhole or sanitary sewer maintenance, until such time as they are able to wash and/or shower and change clothes.

2009/2013 18.14 Mechanic Tool Allowance

Mechanics required to provide their own tools will receive up to **four hundred and fifty dollars (\$450.00)** as a tool allowance per year. This amount will be paid directly to the supplier for such tools or paid directly to the employee with proof of purchase of such tools.

2009-2013 18.15 Tools

Employees required to furnish their own tools in the performance of their duties shall, upon producing a broken tool, have same replaced by the Employer.

The Employer will ensure that the mechanics' tools are adequately insured for loss through fire, theft and damage.

Article 19. Job Classification and Reclassification

2009-2013 19.1 Job Descriptions

The Employer agrees to **write** job descriptions for all positions and classifications for which the Union is the bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within sixty (60) days.

1994/1995 19.2 Redundant Positions

Classifications and job descriptions so established shall not be eliminated without prior notification to the Union.

2005/2008 19.3 Changes in Classification

When the duties or volume of work in any classification are changed or increased to the degree that they increase the level of complexity or responsibility for the classification, or where the Union and/or an employee feels he/she is improperly classified, or the employee's duties require a new classification that is not currently reflected in the Collective Agreement or when any position not covered by the 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 retro-active to the date that the required job assessment questionnaire is submitted to the employer.

Article 20. Employee Benefits

20.1 Pension Plan

2009-2013 In addition to the Canada Pension Plan, **any** employee entering the service of the Employer shall **be enrolled in the Municipal Pension Plan in accordance with the terms of the Municipal Pension Plan rules, as amended from time to time.**

The Municipal Pension Plan Rules, made under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the Public Sector Pensions Plans Act, apply to the Employer and its employees. If there is a conflict between the Municipal Pension Plan rules and this collective agreement, then the rules shall prevail.

20.2 Group Medical and Insurance Benefits

1994/1995 (a) The Employer agrees to provide, and each employee shall be required to participate in, the following benefits as a condition of employment, upon satisfactory completion of an employee's probationary period.

2005/2008 (i) B.C. Medical and Surgical Benefits Plan.

2009-2013 (ii) Dental Plan;

- Plan A – 80% - \$2,000.00 per calendar year

Effective May 1, 2009:

- Plan B – 75% - **\$4,000.00** per calendar year
- Plan C – 50% - **\$6,000.00** maximum lifetime per patient

2009/2013 (iii) **Extended Health Plan (Supplemental Health Insurance):**

- Hearing Aids \$400.00/5 years for adult and children
- Pay Direct Drug Program

Effective May 1, 2009:

- **No annual deductible**
- **Paramedicals (physiotherapist, chiropractor, registered massage therapist, podiatrist, speech therapist, psychologist, acupuncturist) - \$500 each per year**

2009-2013 (iv) **Effective May 1, 2009**, all regular employees participating in the employee benefits under Article 20, will be eligible for reimbursement to a maximum of **\$500** in a two (2) calendar year period for the purchase of corrective lenses and frames or contact lenses **or laser surgery** in accordance with the Extended Health Vision Care Plan.

2005/2008 (v) All regular employees participating in employee benefits under Article 20, will be eligible for reimbursement to a maximum of \$400 in a calendar year period for the purchase of orthotics for adults in accordance with the Extended Health Care Plan.

2002/2004 (vi) All regular employees participating in employee benefits under Article 20, will be eligible for 100% coverage for eye exams in a two (2) calendar year period in accordance with the extended health plan. The Employer will pay 100% of the additional monthly premiums for this benefit.

2005/2008 (vii) All regular employees participating in employee benefits under Article 20, will be eligible for reimbursement for oral contraceptives in accordance with Extended Health Plan.

2009-2013 (b) Group Life Insurance Plan, equal to two (2) years' salary with double indemnity. The cost of providing the benefits of Group Life Insurance Plan shall be borne one hundred percent (100%) by the Employer.

An employee shall be eligible for the Group Life Insurance Plan effective their date of hire.

2009-2013 (c) The Employer will pay eighty-five (85) per cent of the cost of the monthly premiums for B.C. Medical and Surgical Benefits Plan, Extended Health and Dental, and the employee will pay fifteen (15) per cent of the monthly premiums.

An employee shall be eligible for B.C. Medical and Surgical Benefits Plan on the 1st day of the month following their date of hire.

1999/2001 (d) Based on a one time only choice, the Employer will pay 100% of the monthly premiums for either B.C. Medical or Dental coverage, at option of the employee, for all regular employees participating in employee benefits under Article 20.

2002/2004 (e) The Employer will pay 100% of monthly premiums for B.C. Medical, Dental, Extended Health and Life Insurance coverages for up to fifty-two (52) weeks during the period of pregnancy/parental leave for the birth mother identified in Article 17.10(a) for those regular employees participating in employee benefits under Article 20.2 who are on such approved pregnancy/parental leave.

2005/2008 (f) The Employer will pay 100% of monthly premiums for B.C. Medical, Dental, Extended Health and Life Insurance coverage for up to thirty-seven (37) weeks during the period of parental leave for the birth father or adopting parent identified in Article 17.11(b). for those regular employees participating in employee benefits under Article 20.2 who are on approved parental leave.

2005/2008 (g) Should an employee eligible for benefits elect to opt out of benefits, neither the employer nor the union guarantees that benefits obtained and provided through third party carriers will necessarily be available to otherwise eligible employees at a future time. The decision to grant or withhold coverage is made solely by the third party carrier on the basis of the information provided by the applicant employee. In no circumstance will the Employer or the Union become responsible to provide any benefit, which would normally be provided by a third party carrier. Neither will the Employer or the Union compensate any employee determined to be ineligible for any refused or cancelled coverage or benefit from a third party carrier, nor provide any retro-activity for any benefit. Eligible employees choosing to "opt out" will be required to

provide a prescribed release form in this regard, countersigned by a Union Representative.

20.3 Part-Time and Seasonal Benefits

- 2005/2008 (a) Benefits shall be paid to all regular part-time employees and seasonal employees who have completed the required probationary period, based on an amount equal to 16.00% above their hourly rate. This amount represents all benefits, including annual vacations, general holidays and sick leave.
- 2005/2008 (b) Regular part-time employees and seasonal employees who work no less than thirty (30) regularly scheduled hours in a pay period on a regular basis shall have the option of choosing either to receive benefits (“opt in”) or receive the percentage in lieu of benefits (“opt out”). This option must be exercised by the employee at the time of completion of the probationary period and in the absence of a selection, the employee will be deemed to have chosen the “opt out” provision.
- 2005/2008 (c) Subject to Article 20.3(d), (e), (f) and (g), regular part-time employees and seasonal employees who have chosen to either “opt in” or “opt out” shall have the opportunity to change this option, effective in each calendar year that ends in an even number, providing such choice is made in writing to the Administration Department no later than close of business on December 1 of the previous year. Failure to so advise within the defined period will mean that the employee has forfeited the ability to choose until the next even numbered calendar year.
- (d) “Option in” for medical and dental coverage will be subject to approval by the insurance company providing such coverage and will be on the basis of a significant change in family status, such as divorce or marriage.
- (e) Benefits, other than those identified in Article 20 – Employee Benefits, will be prorated based upon the number of hours worked.
- 2009/2013 (f) Employees who subsequently choose to “opt out” cannot opt out of either Municipal **Pension Plan** or life insurance. The cost of premiums for both superannuation and life insurance will be borne by the employee.
- (g) The Employer does not guarantee that benefits obtained and provided through third party carriers will be necessarily available to otherwise eligible part-time employees and that such decisions are made solely by the third party carrier on the basis of the information provided by the applicant employee. In no circumstance will the Employer be or become responsible to provide any benefit which would normally be provided by a third party carrier, or in any way compensate any employee determined to be ineligible for any refused or cancelled coverage or benefit from a third party carrier, or provide any retro-activity for any benefit. Eligible part-time employees choosing to “opt out” will be required to provide a prescribed release form in this regard, countersigned by a Union representative.
- 2009/2013 (h) Part-time and seasonal employees in a probationary period shall receive 12% in lieu of all benefits including annual vacations, general holidays and sick leave.

Article 21. Safety and Health

21.1 Safety Co-operation

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

2009/2013

21.2 Union Employer Safety Committee

A **Joint** Health & Safety Committee shall be established and composed of equal representation appointed by the Employer and the Union.

2009/2013

21.3 Meetings of Committee

The **Joint** Health & Safety 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 **Joint** Health & Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union.

21.4 Safety Measures

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

2009/2013

21.5 No Disciplinary Action

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

2009/2013

21.6 Investigation of Accidents

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

1994/1995

21.7 Pay for Injured Employees

An employee who is injured during working hours and is required to leave for medical treatment for such injury shall return to work if medically fit to do so, but in any case the employee shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from his/her sick leave entitlement.

1994/1995

21.8 Transportation of Accident Victims

Initial transportation to the nearest physician or hospital for employees requiring medical care as a result of an on the job accident shall be at the expense of the Employer.

Article 22. Job Security

22.1 Job Security

The Employer has the right to contract out any work; however, such contracting

out shall not affect the continued employment of those persons covered by this Agreement.

22.2 Technological Change

Where possible, the Employer will provide the Union with six (6) months' notice of intention to introduce automation, equipment or procedures, or changes in operation, which may result in displacement or reduction of personnel. The purpose of such notice shall be to initiate discussion of the treatment of employees affected by the change. Where agreement cannot be reached, the matter may be submitted to grievance and arbitration procedure in accordance with Article 8 of this Agreement. Any employee affected by the technological change or changes in methods of operation will be provided with one of the following alternatives:

- (a) Transfer to another existing and available position in the service of the Employer for which the employee is qualified.
- (b) The employee will be offered retraining without loss of pay to the affected employee for a job mutually agreed upon between the Employer and the employee. Regular salary for the employee will continue during the retraining period.
- (c) A severance allowance of one and one-half (1½) weeks' salary for each year of the service to a maximum payment of six (6) months.

Article 23. Outside Employment

23.1 No Moonlighters

The Employer and the Union recognize that the efficiency of employees in their work depends on devoting their full time and energy, during working hours, to the business of their Employer. Therefore, except in extenuating circumstances, which are agreed upon between the Employer and the Union, no employee shall engage in outside employment for remuneration or profit. Part-time work for the Union or any charitable or welfare organization shall not be included for the purposes of this Article.

23.2 No Outside Employees

The Employer shall not hire or retain in employment any persons for full or part-time work, if such persons are employed in full-time work with another Employer.

Article 24. Uniform and Clothing Allowances

24.1 Gloves

- (a) Rubber Gloves – Rubber gloves will be supplied to employees working in the areas of garbage pickup, sewers, painting, or any instance where they are required to immerse hands in water or chemicals. Old gloves must be turned in before new ones are issued. Lost gloves are replaced at employee's cost. Additional gloves will be supplied at employee's cost.

- (b) Work Gloves – Each employee required to wear gloves to perform their duties shall be supplied with one pair of work gloves, which should be turned in when worn out or damaged to the point of replacement. Lost gloves are replaced at employee's cost. Additional gloves will be supplied at employee's cost.

24.2 Hard Hats

Hard hats will be supplied on hire to those employees required to wear them. Replacement is supplied only when a hard hat is damaged, and must be turned in. Other replacements are at employee's expense. All hard hats shall remain the property of the District of Mission.

24.3 Winter Liner for Hard Hats

One winter liner will be supplied to employees required to wear liners to perform their duties, on a one per year basis. All other replacements will be at the employee's expense.

24.4 Rain Gear

Rain gear will be supplied to employees required to use it. Damaged or worn rain gear must be turned in to be replaced. Lost rain gear will be replaced at employee's cost. All rain gear will remain the property of the District of Mission.

24.5 Hip Waders

Hip waders will be supplied on loan as required on a daily basis. They must be returned to Stores daily in a clean condition.

24.6 Coveralls

Coveralls will be supplied to employees required to wear same by the Employer. Lost coveralls will be replaced at the employee's expense. All coveralls shall remain the property of the District of Mission and shall be cleaned by the Employer.

24.7 Smocks and Aprons

Smocks and aprons will be supplied to employees required to wear same by the Employer. Lost smocks and aprons will be replaced at the employee's expense. All smocks and aprons shall remain the property of the District of Mission.

2009/2013

24.8 Uniforms

Uniforms will be supplied to regular Fire Inspector(s), Bylaw Enforcement Officer(s), Fire Prevention Officer(s), **Facility Maintenance Worker(s)** employed at the Mission Leisure Centre **and Police Guard(s)**. Each uniform will consist of one (1) jacket provided bi-annually, as well as three (3) pants and three (3) shirts provided annually.

24.9 Ear and Eye Protection

1996/1998

- (a) Eye protection shall be supplied by employer. Damaged equipment shall be

turned in for replacement.

(b) Where ear protection is required by the employer it shall be supplied based on the following cost sharing formula:

2005/2008

- (i) 100% by employer for disposable ear plugs and reusable ear muffs.
- (ii) 100% by employer, for the cost of one pair of personalized earplugs every two years provided they are purchased through Municipal Public Works Stores.

(c) The eye and earmuff protection shall remain the property of the employer. The personalized ear protection shall remain the property of the employee.

2005/2008

24.10 Caulk Boots

Where caulk boots are required by the Employer, the cost of one (1) pair of boots per annum for regular employees shall be borne one hundred (100) per cent by the Employer up to a maximum of \$225 per pair per annum, except that no more often than every third year, the allowance will be increased to up to \$400 per pair to allow for the higher cost of leather caulk boots, provided they are purchased through Municipal Public Works Stores.

2009-2013

24.11 Safety Boots

(a) Where safety boots are required by the Employer, the cost of one (1) pair of boots per annum for regular employees shall be borne one hundred (100) per cent by the Employer up to a maximum of \$200 per pair of boots. Any increase to this amount must be only in situations where special specifications are required and the Manager authorizes the request. The boots must be purchased through Municipal Public Works Stores.

(b) A second pair of boots will be provided on the above terms annually to permanent, full-time employees working on the utility or asphalt crew, provided the worn out pair of boots is turned in at the time of replacement.

(c) **Regular employees requiring other types of footwear to perform the duties of their position may be considered for reimbursement up to a maximum of \$200. An example of this footwear may include a lightweight boot with good ankle support and tread.**

Clarification: Employees are not entitled claim both (a) and (c).

2009-2013

24.12 Safety Rubber Boots

Where safety rubber boots are required by the Employer, the cost of one (1) pair of boots for the regular employees shall be borne one hundred (100) per cent by the Employer up to a maximum of **one hundred and fifty (\$150)**, provided they are purchased through Municipal Public Works Stores and damaged boots are turned in at the time of replacement.

2004-01-01

24.13 Bathing Suits

For regular full-time and regular part-time aquatic staff, the cost of two (2) bathing suits, one (1) in July and one (1) in December, shall be borne one hundred (100)

per cent by the Employer to a maximum of forty dollars (\$40) per suit.

Article 25. General Conditions

25.1 Proper Accommodation

Reasonable provisions shall be provided for employees to have their meals and keep and change their clothes.

25.2 Bulletin Boards

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

25.3 Fire Insurance

The Employer shall provide fire insurance covering the tools and equipment owned by employees and used in performance of their duties with the Employer.

25.4 Indemnity

Where coverage supplied through its comprehensive liability policy does not apply, the Employer shall supply the legal counsel where necessary for any action initiated against any employee by virtue of performance of his assigned duties.

25.5 Equipment Under the Employee's Care

It shall be the responsibility of every employee to take all reasonable precautions to preserve all records, machines and equipment under the employee's care.

Article 26. Present Conditions and Benefits

26.1 Present Conditions to Continue

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

26.2 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 Legal Picket Lines

27.1 Picket Line

No employee covered by this agreement except in emergency conditions will be required 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. Failure to cross such a picket line by the members of this Union shall be not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

Article 28. General

28.1 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.

Article 29. Terms of Agreement

29.1 Terms of Agreement

This Agreement shall be for a term of **five (5)** years with effect from **January 1, 2009 to December 31, 2013**, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the *Labour Relations Code*, this Agreement shall continue in full force and effect, and neither party shall make any changes or alter the terms of this Agreement until:

1994/1995 (a) The Union can lawfully strike in accordance with the provisions of Part 5 of the *Labour Relations Code* of British Columbia, or;

1994/1995 (b) The Employer can lawfully lock out in accordance with the provision of Part 5 of the *Labour Relations Code* of British Columbia, or;

The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement; whichever is the earliest.

1999/2001 29.2 Exclusion of Labour Relations Code

The operation of the provisions of subsections 2 and 3 of section 50 of the Labour Relations Code are specifically excluded during the term of this Collective Agreement.

IN WITNESS WHEREOF BOTH PARTIES HAVE EXECUTED THESE PRESENTS

on this 11 day of December, 2009.

SIGNED ON BEHALF OF THE
DISTRICT OF MISSION

SIGNED ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL NO. 1267

Original signed by James Atebe
JAMES ATEBE,
MAYOR

Original signed by James Donna-Lee Lakes
DONNA-LEE LAKES,
PRESIDENT

Original signed by Dennis Clark
DENNIS CLARK,
DIRECTOR OF
CORPORATE ADMINISTRATION

Original signed by Joan McPherson
JOAN MCPHERSON
VICE-PRESIDENT

Addendum “A”

It is agreed between the Parties that an Addendum shall be attached to the Agreement excluding the following classifications from Union Jurisdiction during the life of the Contract;

2002/2004	Chief Administrative Officer
2005/2008	Assistant Fire Chief
	Deputy Director of Planning
2002/2004	Deputy Director of Corporate Administration
	Deputy Director of Engineering
2002/2004	Deputy Director of Parks, Recreation & Culture
	Deputy Treasurer/Collector
	Director of Planning
2002/2004	Director of Corporate Administration
	Director of Engineering and Public Works
	Director of Finance
	Director of Forest Management
	Director of Parks, Recreation & Culture
2009/2013	Economic Development Officer
2002/2004	Executive Assistant
	Fire Chief
	Human Resources Assistant
2005/2008	Human Resources Officer
2009/2013	Manager of Capital/Utility Financial Planning and Investments
2009/2013	Manager of Engineering Design Services
2009/2013	Manager of Environmental Services
	Manager of Forestry
2005/2008	Manager of Human Resources
	Manager of Information Services and Telecommunications Systems
2009/2013	Manager of Inspection Services
2002/2004	Manager of Parks and Facilities
2009/2013	Manager of Public Safety Inspection Team
2005/2008	Manager of Purchasing and Stores
1999/2001	Manager of RCMP Administration
2009/2013	Manager of Restorative Resolutions
2009/2013	Manager of Social Development
	Superintendent of Roads and Drainage
	Superintendent of Utilities

SIGNED ON BEHALF OF THE
UNION DISTRICT OF MISSION

SIGNED ON BEHALF OF THE CANADIAN
OF PUBLIC EMPLOYEES, LOCAL NO. 1267

“James Atebe”

“Donna-Lee Lakes”

JAMES ATEBE,
MAYOR

DONNA-LEE LAKES,
PRESIDENT

“Dennis Clark”

“Joan McPherson”

DENNIS CLARK,
DIRECTOR OF
CORPORATE ADMINISTRATION

JOAN MCPHERSON,
VICE-PRESIDENT

Letter of Understanding - Re: Promotions

BETWEEN: DISTRICT OF MISSION
(hereinafter called "the Employer")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1267
(hereinafter called "the Union")

1999/2001 The Employer and the Union hereby agree that, notwithstanding Article 10 Promotions and Staff Changes, promotions to supervisory positions, as identified on Schedule 1, attached hereto and forming part of this Letter of Understanding, shall be made on the basis of the applicant having the highest level of skills, qualifications, knowledge and abilities to perform the duties of the position, providing the applicant has the necessary qualifications to be assessed for the position. Where two or more applicants have equivalent skills, qualifications, knowledge and abilities to perform the duties, seniority, as defined in the Collective Agreement between the Employer and the Union, shall apply.

1999/2001 The assessment of skills, qualifications, knowledge and abilities will be determined through interviews, written testing, verbal testing, practical testing or any combination thereof. The Union will be consulted in advance in regard to the topics and general tenor of the testing, and may have a representative observer at all interviews to verify the impartiality of the interviews.

2002/2004 The results of testing and interviewing, as well as the rating system will be available to the Union for scrutiny.

The cost of attendance by a representative of the Union will be borne by the Employer.

2002/2004 The parties further agree that new supervisory positions may be added to Schedule 1 of this letter, by mutual agreement.

DATED at Mission, British Columbia, this 23rd day of February, 1994.

SIGNED ON BEHALF OF THE
DISTRICT OF MISSION

SIGNED ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL NO. 1267

Original signed by Randy Hawes

RANDY HAWES,
MAYOR

Original signed by Robert W. Cannon

ROBERT W. CANNON,
PRESIDENT

Original signed by Jacqueline R. Fennellow

JACQUELINE R. FENNELLOW,
MUNICIPAL CLERK

Original signed by Bruce Temple

BRUCE TEMPLE,
VICE-PRESIDENT

Schedule 1 - Employees with Supervisory Component in Job Description by Department

ENGINEERING (1999/2001)
Engineering Technologist II

FIRE/RESCUE SERVICE
Fire Inspector Captain) (2005/2008)

FINANCE
Accountant/Budget Analyst
Accounting Supervisor (2002-2004)
Purchasing Agent

FORESTRY
Foreman II - Forestry
Forestry Technician II (2005/2008)

INSPECTION SERVICES
Building Inspector III

PARKS AND RECREATION (1999/2001)
Aquatic Guard III
Aquatic Services Co-ordinator
Financial Assistant
Foreman I - Facilities
Foreman I - Parks
Program Coordinator
Recreation Administrative Supervisor (2005/2008)
Recreation Leader – Aquatics (2005/2008)
Recreation Leader – Fitness (2005/2008)
Recreation Leader – Children & Youth (2005/2008)

PUBLIC WORKS (1999/2001)

Foreman I – Utilities (Relief)
Foreman I – Roads & Drainage (Relief*) (2005/2008)
Foreman II – Roads & Drainage
Foreman III - Utilities (2005/2008)
Foreman III - Roads & Drainage (2009-2013)
Fleet Supervisor (2005/2008) ***
Assistant Fleet Supervisor (2005/2008) **

RCMP
Senior Police Guard (2005/2008)
RCMP Administrative Supervisor (2005/2008)*
RCMP Records Supervisor (2005/2008)*

* Added positions 2007/04/26
** Formerly "Foreman 1-Shop"
*** Formerly "Foreman II-Shop"

Original signed by Donna-Lee Lakes
Donna-Lee Lakes – President, CUPE 1267

Letter of Understanding - Re: Vacation Practices

BETWEEN: DISTRICT OF MISSION
(hereinafter called "the Employer")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1267
(hereinafter called "the Union")

The Employer and the Union agree that within the various operations of the Employer annual vacation scheduling shall continue in accordance with the past practice subject to the express provisions of the Collective Agreement.

It is further agreed that such practices may be varied by agreement between the Employer and the Union.

1999/2001 Any disputes relating to annual vacation scheduling which may arise among employees and/or their supervisors which cannot be resolved satisfactorily at the Department Head level shall be subject to the grievance procedure outlined in the Collective Agreement.

DATED at Mission, British Columbia, this 23rd day of February, 1994.

SIGNED ON BEHALF OF THE
DISTRICT OF MISSION

SIGNED ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL NO. 1267

Original signed by Randy Hawes
RANDY HAWES,
MAYOR

Original signed by Robert W. Cannon
ROBERT W. CANNON,
PRESIDENT

Original signed by Jacqueline R. Fennellow
JACQUELINE R. FENNELLOW,
MUNICIPAL CLERK

Original signed by Bruce Temple
BRUCE TEMPLE,
VICE-PRESIDENT

Letter of Understanding - Re: Vacation Scheduling RCMP Detachment

BETWEEN: DISTRICT OF MISSION
(hereinafter called "the Employer")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1267
(hereinafter called "the Union")

The Employer and the Union agree to continue the following Vacation Scheduling procedures on a trial basis for the 2002, 2003, 2004 vacation years within the above referenced operations of the District on a without prejudice or precedent basis.

- 1.1 Employees within the designated sections shall consult with each other and their supervisor prior to submitting vacation requests in order to facilitate the scheduling of vacations.
- 1.2 Vacation scheduling within each designated section shall be done on the basis of seniority, provided however that no employee may claim more than three (3) first choice vacation blocks which include a statutory or general holiday.
- 1.3 Scheduled vacations may only be varied by mutual agreement among the employees concerned and their supervisor.
- 1.4 Save and except as noted above, vacation scheduling shall continue to be done in accordance with past practice.

DATED at Mission, British Columbia, this 23rd day of February, 1994.

SIGNED ON BEHALF OF THE
DISTRICT OF MISSION

SIGNED ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL NO. 1267

Original signed by Randy Hawes

RANDY HAWES,
MAYOR

Original signed by Robert W. Cannon

ROBERT W. CANNON,
PRESIDENT

Original signed by Jacqueline R. Fennellow

JACQUELINE R. FENNELLOW,
MUNICIPAL CLERK

Original signed by Bruce Temple

BRUCE TEMPLE,
VICE-PRESIDENT

Letter of Understanding - Re: Inclusion of New CUPE Positions/Exclusion of Recreation Program Instructors

BETWEEN: DISTRICT OF MISSION
 (hereinafter called "the Employer")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1267
 (hereinafter called "the Union")

The Employer and the Union hereby agree as follows:

- 1) The Employer will negotiate in good faith with the Union to create job descriptions and rates of pay for the following positions, and will include these positions under the Collective Agreement, in the Schedules shown, upon successful completion of the negotiation:
 - a. Fitness Coordinator (Schedule C)
 - b. Club Kids Coordinator (Schedule C)
 - c. Other Recreation Program Coordinators that may be required in the future, provided that these programs are funded entirely by the Employer (Schedule C)
 - d. Assistant Community Policing Coordinator (RCMP Schedule A)
- 2) The Employer may engage a variety of instructors for various periods of time to deliver a variety of recreation, sport, fitness, child care, social assistance, or other similar programs, that are offered by the District's Parks, Recreation and Culture department and which the Employer deems necessary and beneficial to the community.

The Union agrees that these instructors are not included in the bargaining unit covered by the Collective Agreement, and that it will not pursue their inclusion in the bargaining unit.

Dated at Mission, B.C. this 13th day of November, 2004.

Signed on behalf of the District of
Mission

Signed on behalf of the Canadian Union
of Public Employees, Local 1267

Original signed by Abe Neufeld
Abe Neufeld, Mayor

Original signed by Jason Pearson
President, CUPE Local 1267

Original signed by Dennis Clark
Director of Corporate Administration

Original signed by Donna-Lee Lakes
Vice President, CUPE Local 1267

Letter of Understanding - Re: Postings

BETWEEN: DISTRICT OF MISSION
(hereinafter called "the Employer")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1267
(hereinafter called "the Union")

The Employer and the Union agree to implement the following procedure, for a trial period of one year, for employees absent from work for annual vacation, sick leave, bereavement, or pregnancy/parental leave who wish to submit applications for positions that may be posted while they are absent from work.

ARTICLE 2

1. Prior to their absence from work, employees must complete an "internal Competition application" form(s) indicating the position(s) they wish to apply for, including a detailed summary of their experience and qualifications for the position(s).
2. It is the responsibility of the employees to ensure that their application(s) reaches the Personnel department prior to their departure.
3. If their absence is to be longer than two weeks, it is the responsibility of employees to provide a telephone number where they can be contacted.

DATED at Mission, B.C. this 27th day of February, 2002.

SIGNED ON BEHALF OF THE
DISTRICT OF MISSION

SIGNED ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL NO. 1267

Original signed by Abe Neufeld

ABE NEUFELD,
MAYOR

Original signed by Scott Salsbury

SCOTT SALSBUURY,
PRESIDENT

Original signed by Dennis Clark

DENNIS CLARK,
ACTING DIRECTOR OF
CORPORATE ADMINISTRATION

Original signed by Donna-Lee Lakes

DONNA-LEE LAKES,
VICE-PRESIDENT

Letter of Understanding – Re: Requirements for Part-Time Employees To Work Full-Time to Provide Vacation Relief

BETWEEN: DISTRICT OF MISSION
(hereinafter called “the Employer”)

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1267
(hereinafter called “the Union”)

The Employer and the Union hereby agree as follows:

1. The part-time Administrative Clerk/Dispatcher in the Public Works Department, the part-time Administrative Clerk in the Engineering Department and the part-time Administrative Clerk in the Fire/Rescue Service (three positions with regularly scheduled hours) may be required by the Employer to work full-time hours to replace the full-time Administrative Clerk in those departments who are on vacation.
2. The Employer will advise the part-time employees in these departments by February 28 of each calendar year of the scheduled vacation periods of the full-time employees in order for the part-time employees to arrange their schedules to accommodate this requirement.
3. It is acknowledged that approved vacation schedules are occasionally changed and that any changes shall be mutually agreed to by the affected employees.
4. Further, in accordance with this clause, the part-time employee will not be required to change their approved vacation time to accommodate the vacation change of the full-time employee regardless of who has greater seniority.
5. In accordance with Article 9.1 Seniority, if the part-time employee is ‘senior’ to the full-time employee, the part-time employee is entitled to choose their vacation schedule before the full-time employee.
6. The part-time positions identified in #1 will not be required to provide sick time relief in the event that the full-time employee(s) is sick or injured, unless mutually agreed upon by the Employer and the Union.
7. Any future part-time positions (with regularly scheduled hours) created, that may be required to provide full-time vacation relief, will be assessed on a case by case basis and will be mutually agreed upon by the Employer and the Union.
8. It is agreed that when additional part-time or full-time administrative staff with regularly scheduled hours is hired in one of the departments outlined in #1, the part-time Administrative Clerk will no longer be required to provide vacation relief. However, the request to provide vacation relief shall be offered in order of seniority and where there is no one to backfill, the most junior employee may be required to provide vacation relief.
9. It is agreed that the Employer will review all of the existing part-time positions that currently carry the “hours as required” designation, and identify those positions for which regularly scheduled shifts can be established.
10. It is agreed that part-time positions that are ongoing but do not have regularly scheduled hours will continue to carry the designation of “hours as required”.

11. It is agreed between the parties that the Letter of Understanding between the parties re: "Hours as Required" Positions – Designation/Layoff and Bumping dated May 19, 2004 is rescinded following the completion of #8.
12. It is agreed between the parties that this letter of understanding will form part of the January 1, 2005 to December 31, 2008 Collective Agreement and will be reviewed during bargaining in 2009.

DATED at Mission, B.C. this 22nd day of December, 2008.

SIGNED ON BEHALF OF THE
DISTRICT OF MISSION

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1267

Original signed by James Atebe

James Atebe
MAYOR

Original signed by Donna-Lee Lakes

Donna-Lee Lakes
PRESIDENT

Original signed by Dennis Clark

Dennis Clark
DIRECTOR OF CORPORATE
ADMINISTRATION

Original signed by Joan McPherson

Joan McPherson
VICE-PRESIDENT

Letter of Understanding – Long Term Disability Insurance

BETWEEN: DISTRICT OF MISSION
(hereinafter called “the Employer”)

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1267
(hereinafter called “the Union”)

The Employer agrees to administer an employee paid long term disability insurance plan, if the Union is able to devise such a program.

DATED at Mission, B.C. this 17th day of March, 2009.

SIGNED ON BEHALF OF THE
DISTRICT OF MISSION

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1267

Original signed by James Atebe

James Atebe
MAYOR

Original signed by Donna-Lee Lakes

Donna-Lee Lakes
PRESIDENT

Original signed by Dennis Clark

Dennis Clark
DIRECTOR OF CORPORATE
ADMINISTRATION

Original signed by Joan McPherson

Joan McPherson
VICE-PRESIDENT

Letter of Understanding – Re: Variation to Summer Hours

BETWEEN: DISTRICT OF MISSION
(hereinafter called “the Employer”)

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1267
(hereinafter called “the Union”)

The Employer and the Union hereby agree to the following change to the Collective Agreement for a trial period for the term of this agreement (2009-2013).

Article 12.5 Summer Hours

- (e) Subject to mutual agreement between the Employer and the affected employee(s), employee(s) power washing in areas of public business may commence the day shift at 4:30 a.m., from the beginning of May to the end of September, without overtime payment.

DATED at Mission, British Columbia, this 23rd day of July, 2009.

SIGNED ON BEHALF OF THE
DISTRICT OF MISSION

Original signed by James Atebe
James Atebe
MAYOR

Original signed by Dennis Clark
Dennis Clark
DIRECTOR OF CORPORATE
ADMINISTRATION

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1267

Original signed by Donna-Lee Lakes
Donna-Lee Lakes
PRESIDENT

Original signed by Joan McPherson
Joan McPherson
VICE-PRESIDENT

Memorandum of Agreement

BETWEEN: DISTRICT OF MISSION
(hereinafter called "the Employer")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1267
(hereinafter called "the Union")

The Employer and the Union hereby agree to the following wage increase:

General Increase

1. Effective 2009 January 01, all hourly rates of pay which were in effect on 2008 December 31 shall be increased by three and one half percent (3.5%). The new hourly rates shall be rounded to the nearest whole cent.
2. Effective 2010 January 01 all hourly rates of pay which were in effect on 2009 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.
3. Effective 2011 January 01, all hourly rates of pay which were in effect on 2010 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.
4. Effective 2012 January 01, all hourly rates of pay which were in effect on 2011 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.
5. Effective 2013 January 01, all hourly rates of pay which were in effect on 2012 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.

DATED at Mission, British Columbia, this 17th day of March, 2009.

SIGNED ON BEHALF OF THE
DISTRICT OF MISSION

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1267

James Atebe
MAYOR

Donna-Lee Lakes
PRESIDENT

Dennis Clark
DIRECTOR OF CORPORATE
ADMINISTRATION

Joan McPherson
VICE-PRESIDENT

SCHEDULE 'A'
JOB CLASSIFICATIONS

Pay Grade	Occ. Code	JOB CLASS	HOURLY 2009-01-01	HOURLY 2010-01-01	HOURLY 2011-01-01	HOURLY 2012-01-01	HOURLY 2013-01-01
1	103	Data Entry Clerk (1999-2001)	\$23.10	\$24.02	\$24.98	\$25.98	\$27.02
2	105	Clerk Typist II (Switchboard) Clerk Typist II (Administration) Clerk Typist II (Building) Clerk Typist II (Planning) Receptionist Clerk-Typist (Recreation)	\$23.30	\$24.23	\$25.20	\$26.21	\$27.26
3	111	Clerk-Typist II (Planning)	\$23.56	\$24.50	\$25.48	\$26.50	\$27.56
4	114	Clerk-Typist Cashier Clerk-Typist III - Recreation	\$24.03	\$24.99	\$25.99	\$27.03	\$28.11
5	119	Accounting Clerk I Clerk-Steno II (Finance) Clerk-Steno II (Recreation)	\$24.51	\$25.49	\$26.51	\$27.57	\$28.67
6	125	Accounts Payable Administrative Clerk - Administration Administrative Clerk - Economic Development Administrative Clerk - Engineering Administrative Clerk - Finance Administrative Clerk - Fire Administrative Clerk - Forestry Administrative Clerk - Inspections Administrative Clerk - Land Use Administrative Clerk - Legislative Administrative Clerk - Personnel/Administration Administrative Clerk - Social Dev. (2005-2008) Administrative Clerk - RCMP (2005-2008) Administrative Clerk - Relief Administrative Clerk - Relief (Com.Dev/Insp.) Administrative Clerk - Relief (Admin/Fire/Forestry) Cashier Clerk-Steno (Engineering) Clerk-Steno II (RCMP) Payroll Clerk I Records Management Clerk (RCMP)	\$24.94	\$25.94	\$26.98	\$28.06	\$29.18
7	131	Accounting Clerk II Clerk-Steno II (RCMP Administration) Plan Checking Assistant	\$25.44	\$26.46	\$ 27.52	\$28.62	\$29.76
8	139	Draftsperson I Tax Clerk - Cashier	\$25.89	\$26.93	\$28.01	\$29.13	\$30.30

SCHEDULE 'A'
JOB CLASSIFICATIONS

Pay Grade	Occ. Code	JOB CLASS	HOURLY 2009-01-01	HOURLY 2010-01-01	HOURLY 2011-01-01	HOURLY 2012-01-01	HOURLY 2013-01-01
		Property Control Coordinator (2005)					
9	145	Accounting Clerk III Administrative Assistant Crime Prevention Coordinator Human Resources Clerk GIS Administrative Support Clerk (2005-2008)	\$26.36	\$27.41	\$28.51	\$29.65	\$30.84
10	153	Engineering Technician I Payroll Clerk II Works Inspector I Planning Assistant (2005-2008)	\$26.82	\$27.89	\$29.01	\$30.17	\$31.38
11	158	Bylaw Inspector I	\$27.30	\$28.39	\$29.53	\$30.71	\$31.94
12	160	Building/Licence Inspector II RCMP Administrative Assistant (2005-2008) Administrative Assistant-Finance(2005-2008) Legislative Assistant (2009/2013)	\$27.77	\$28.88	\$30.04	\$31.24	\$32.49
12(a)	164	RCMP Administrative Supervisor (2005-2008) RCMP Records Supervisor (2005-2008)	\$28.03	\$29.15	\$30.32	\$31.53	\$32.79
13	165	Court Liaison/Firearms Information Officer RCMP Reader (2005-2008)	\$28.22	\$29.35	\$30.52	\$31.74	\$33.01
14	170	Computer Operator/Support Analyst Works Inspector II	\$28.70	\$29.85	\$31.04	\$32.28	\$33.57
15	174						
16	180	Financial Assistant	\$29.64	\$30.83	\$32.06	\$33.34	\$34.67
17	185	By-law Enforcement Officer	\$29.76	\$30.95	\$32.19	\$33.48	\$34.82
18	195	Accounting Clerk General	\$30.06	\$31.82	\$33.09	\$34.41	\$35.79
19	200	Senior Payroll Clerk (2005-2008)	\$30.97	\$32.21	\$33.50	\$34.84	\$36.23
20	210	Accountant/Budget Analyst Network Analyst Planning Technician	\$31.71	\$32.98	\$34.30	\$35.67	\$37.10

SCHEDULE 'A'
JOB CLASSIFICATIONS

Pay Grade	Occ. Code	JOB CLASS	HOURLY 2009-01-01	HOURLY 2010-01-01	HOURLY 2011-01-01	HOURLY 2012-01-01	HOURLY 2013-01-01
22	222	Building/Licence Inspector III Engineering Technician II Environmental Technician Forestry Technician II Recreation Administrative Supervisor Senior Bylaw Enforcement Officer (2005/2008) GIS Technician/Draftsperson (2008)	\$32.87	\$34.18	\$35.55	\$36.97	\$38.45
22(a)	225	Planner (2005/2008)	\$34.03	\$35.39	\$36.81	\$38.28	\$39.81
23	230	Accounting Supervisor	\$34.78	\$36.17	\$37.62	\$39.12	\$40.69
24	235	Environmental Coordinator Engineering Technologist I-Design (2005/2008) Engineering Technologist I-Traffic (2005/2008)	\$36.34	\$37.79	\$39.30	\$40.87	\$42.50
25	240	IT Project Coordinator	\$38.34	\$39.87	\$41.46	\$43.12	\$44.84
26	245	Senior Building/License Inspector Engineering Technologist II-Design (2005/2008) Engineering Technologist II-Projects (2005/2008)	\$38.73	\$40.28	\$41.89	\$43.57	\$45.31
27	250	Senior Planner-Land Use (2005-2008) Senior Planner-Policy (2005-2008)	\$39.71	\$41.30	\$42.95	\$44.67	\$46.46

SCHEDULE 'B'

JOB CLASSIFICATIONS

Pay Grade	Occ. Code	JOB CLASSIFICATION	HOURLY 2009-01-01	HOURLY 2010-01-01	HOURLY 2011-01-01	HOURLY 2012-01-01	HOURLY 2013-01-01
1	400	Doorman/Janitor					
2	405	Facilities Maintenance Worker I Janitor/Public Works Labourer I Parking Attendant Entry Level Pipelayer (Apprenticeship)	\$23.10	\$24.02	\$24.98	\$25.98	\$27.02
3	413	Clerk Typist II (Public Works) Labourer II - Power Saw - Shakes - Small Riding Mowers Rodman II Facilities Maintenance Worker I with SA Certification	\$23.29	\$24.22	\$25.19	\$26.20	\$27.25
4	125						
5	422	Labourer III - Power Saw - Brush Cutting - Vibrator Roller - Large Grass Cutting Mower	\$23.65	\$24.60	\$25.58	\$26.60	\$27.66
6	425	Equipment Operator I - Roller - Small Tractor - Screening Plan Maintenance Painter Police Guard	\$23.87	\$24.82	\$25.81	\$26.84	\$27.91
7	430	Truck Driver (Class III BC Licence Truck and Trailer up to 10,900 kg. Combined weight)	\$24.04	\$25.00	\$26.00	\$27.04	\$28.12
8	433	Facilities Maintenance Person Facilities Maintenance Worker II Iceman Pipelayer I Utility Maintenance Person Second Level Pipelayer (Apprenticeship) Water/Sewer Operator (Start)	\$24.29	\$25.26	\$26.27	\$27.32	\$28.41
9	441	Truck Driver II (Class III BC Licence. Any truck	\$24.36	\$25.33	\$26.34	\$27.39	\$28.49

SCHEDULE 'B'

JOB CLASSIFICATIONS

Pay Grade	Occ. Code	JOB CLASSIFICATION	HOURLY 2009-01-01	HOURLY 2010-01-01	HOURLY 2011-01-01	HOURLY 2012-01-01	HOURLY 2013-01-01
		with air and trailer to 4,600 kg payload, single axle)					
10	445	Pipelayer II	\$24.48	\$25.46	\$26.48	\$27.54	\$28.64
11	451	Clerk-Typist II/Clerk Steno Dispatcher	\$24.51	\$25.49	\$26.51	\$27.57	\$28.67
12	455	Facilities Maintenance Worker III Mechanic Apprentice Pipelayer III Truck Driver III (Class III B.C. licence with air endorsement. Any truck with trailer up to 4,600 kg payload or air equipped, tandem axle)	\$24.70	\$25.69	\$26.72	\$27.79	\$28.90
13	461	Sign/Road Marking Maintainer Truck Driver IV (Class I BC licence with air endorsement. Any truck and trailer or semi-trailer)	\$25.02	\$26.02	\$27.06	\$28.14	\$29.27
14	466	Storekeeper RCMP Police Guard Supervisor	\$25.20	\$26.21	\$27.26	\$28.35	\$29.48
15	470	Crane Truck Operator Third Level Pipelayer (Apprenticeship)	\$25.38	\$26.40	\$27.46	\$28.56	\$29.70
16	475	Clerk-Typist II/Clerk Steno Dispatcher with Certification (Level 2 Occupational First Aid)	\$25.36	\$26.34	\$27.36	\$28.42	\$29.52
17	481	Cemetery Caretaker Curling Iceman Equipment Operator II - Backhoe - Front End Loader - Grader - Brush Cutter Tractor - Track Loader - Large Vibrator Roller	\$25.60	\$26.62	\$27.68	\$28.79	\$29.94
18	485	Clerk Steno Dispatcher Street Sweeper	\$25.89	\$26.93	\$28.01	\$29.13	\$30.30
19	490	Water/Sewer Operator (after 16 months)	\$26.05	\$27.09	\$28.17	\$29.30	\$30.47
20	497	Mechanic I Finish Level Pipelayer (Apprenticeship)	\$26.36	\$27.41	\$28.51	\$29.65	\$30.84

SCHEDULE 'B'

JOB CLASSIFICATIONS

Pay Grade	Occ. Code	JOB CLASSIFICATION	HOURLY 2009-01-01	HOURLY 2010-01-01	HOURLY 2011-01-01	HOURLY 2012-01-01	HOURLY 2013-01-01
21	500	Equipment Operator III - Bulldozer - Grader - Backhoe - Front End Loader - Skidder	\$26.48	\$27.54	\$28.64	\$29.79	\$30.98
22	504	Buyer/Storekeeper	\$26.70	\$27.77	\$28.88	\$30.04	\$31.24
22(a)	505	Administrative Clerk/Dispatcher PW (2005/2008) with Certification (Level 2 Occupational First Aid)	\$26.74	\$27.78	\$28.85	\$29.97	\$31.14
23	519	Equipment Operator IV Head Iceman	\$26.94	\$28.02	\$29.14	\$30.31	\$31.52
24	524	Water/Sewer Operator (after 32 months) Risk Management Inspector	\$27.17	\$28.26	\$29.39	\$30.57	\$31.79
24(a)	527	Buyer/Storekeeper with Certification (Level 2 Occupational First Aid)	\$27.55	\$28.62	\$29.73	\$30.89	\$32.09
25	533	Mechanic II Water/Sewer Mechanic Water/Sewer Operator (after 48 months)	\$27.80	\$28.91	\$30.07	\$31.27	\$32.52
26	541	Faller/Equipment Operator	\$28.08	\$29.20	\$30.37	\$31.59	\$32.85
27	546		\$28.29	\$29.42	\$30.60	\$31.82	\$33.10
28	551	Instrument Person Mechanic III	\$28.37	\$29.50	\$30.68	\$31.91	\$33.19
29	555	Purchasing Agent	\$28.70	\$29.85	\$31.04	\$32.28	\$33.57
30	561	Public Works Technician I with Certification (Level 2 Occupational First Aid)	\$28.65	\$29.76	\$30.92	\$32.12	\$33.37
31	563	Buyer	\$28.97	\$30.13	\$31.34	\$32.59	\$33.89
	564	Water/Sewer Operator	\$31.21	\$32.46	\$33.76	\$35.11	\$36.51
32	570						
33	575	Foreman I	\$30.69	\$31.92	\$33.20	\$34.53	\$35.91

SCHEDULE 'B'
JOB CLASSIFICATIONS

Pay Grade	Occ. Code	JOB CLASSIFICATION	HOURLY 2009-01-01	HOURLY 2010-01-01	HOURLY 2011-01-01	HOURLY 2012-01-01	HOURLY 2013-01-01
33(a)	591	Foreman I – Roads & Drainage	\$30.69	\$31.92	\$33.20	\$34.53	\$35.91
33(b)	592	Mechanic IV	\$31.21	\$32.46	\$33.76	\$35.11	\$36.51
34	596	Foreman II	\$31.78	\$33.05	\$34.37	\$35.74	\$37.17
35	600		\$32.16	\$33.45	\$34.79	\$36.18	\$37.63
35(a)	603	Foreman III - Roads & Drainage (2005/2008) Foreman III - Utilities (Effective July 15/08)	\$33.23	\$34.56	\$35.94	\$37.38	\$38.88
36	605	Assistant Fleet Supervisor	\$33.36	\$34.69	\$36.08	\$ 37.52	\$39.02
37	615	Fleet Supervisor	\$36.34	\$37.79	\$39.30	\$40.87	\$42.50

SCHEDULE 'C'

JOB CLASSIFICATIONS

Pay Grade	Occ. Code	JOB CLASSIFICATION	HOURLY 2009-01-01	HOURLY 2010-01-01	HOURLY 2011-01-01	HOURLY 2012-01-01	HOURLY 2013-01-01
1	700	Skate Patrol	\$19.81	\$20.60	\$21.42	\$22.28	\$23.17
2	705	Aquatic Guard I	\$19.86	\$20.65	\$21.48	\$22.34	\$23.23
3							
4	715	Program Registration/ Receptionist	\$20.34	\$21.15	\$22.00	\$22.88	\$23.80
5							
6							
7	730	Aquatic Guard II	\$21.35	\$22.20	\$23.09	\$24.01	\$24.97
8	735	Aquatic Guard III	\$21.67	\$22.54	\$23.44	\$24.38	\$25.36
9	740		\$22.53	\$23.43	\$24.37	\$25.34	\$26.35
10	745	Recreation Leader Aquatics (2005/2008) Recreation Leader Fitness (2005/2008) Recreation Leader Children & Youth (2005/2008)	\$25.62	\$26.64	\$27.71	\$28.82	\$29.97
11	750	Aquatic Services Coordinator	\$26.31	\$27.36	\$28.45	\$29.59	\$30.77
12	755	Program Coordinator	\$30.97	\$32.21	\$33.50	\$34.84	\$36.23

***All Future Programming Positions will be in Schedule 'C'.

SCHEDULE 'D'
JOB CLASSIFICATIONS

Pay Grade	Occ. Code	JOB CLASSIFICATION	HOURLY 2009-01-01	HOURLY 2010-01-01	HOURLY 2011-01-01	HOURLY 2012-01-01	HOURLY 2013-01-01
1	850	Fire Inspector (Lieutenant)	\$32.39	\$33.69	\$35.04	\$36.44	\$37.90
2	855	Fire Prevention Officer (Captain)	\$36.58	\$38.04	\$39.56	\$41.14	\$42.79

Supplementary Vacation Entitlement Explanation of Table

The left hand figure in each box shows the number of working days* of regular annual vacation.

The right hand figures shows the number of working days* or supplementary vacation, and appear in the calendar year in which they are credited to an employee. These supplementary vacation days may be taken in any of the years and beginning with the one in which they were credited, except 1979, but prior to the one in which the next four (4) days are credited.

EXAMPLES:

1. An employee hired in 1975 is in his fifteenth (15th) calendar year during 1989. The employee in 1989 will be credited with four (4) supplementary working days which may be taken at any time between 1990 and 1992. In 1993, the employee will be credited with a further four (4) supplementary working days, etc.

Employees that have completed ten (10) calendar years of service in the year 2009 and have not received their first supplementary week of vacation would be entitled to receive the one supplementary week (ie. 4 days) retroactively. This includes employees currently in their 11th, 12th, 13th and 14th years of service only.

* Entitlement in working days is based upon a four (4) day work week.

NOTE: For Schedule 'A' employees, effective September 14, 1987, the Supplementary Vacation Entitlement shall be converted to hours using the following formula:

e.g.	4 days -	35 hours
	12 days -	105 hours
	16 days -	140 hours
	20 days -	175 hours
	24 days -	210 hours

Supplementary Vacation Entitlement In Working Days For the Years 2005 to 2013 by Seniority Date (2009-2013)

Note: Entitlement date is seniority date not date of hire. (1999/2001)

Seniority Date	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
2013										12
2012									12	12
2011								12	12	12
2010							12	12	12	12
2009						12	12	12	12	12
2008					12	12	12	12	12	16
2007				12	12	12	12	12	16	16
2006			12	12	12	12	12	16	16	16
2005		12	12	12	12	12	16	16	16	16
2004	12	12	12	12	12	16	16	16	16	16/4
2003	12	12	12	12	16	16	16	16	16/4	16
2002	12	12	12	16	16	16	16	16/4	16	16
2001	12	12	16	16	16	16	16/4	16	16	16
2000	12	16	16	16	16	16/4	16	16	16	16/4
1999	16	16	16	16	16/4	16	16	16	16/4	20
1998	16	16	16	16	16	16	16	16/4	20	20
1997	16	16	16	16	16	16	16/4	20	20	20
1996	16	16	16	16	16	16/4	20	20	20	20/4
1995	16	16	16	16	16/4	20	20	20	20/4	20
1994	16	16	16	16/4	20	20	20	20/4	20	24
1993	16	16	16/4	20	20	20	20/4	20	24	24
1992	16	16/4	20	20	20	20/4	20	24	24	24/4
1991	16/4	20	20	20	20/4	20	24	24	24/4	24
1990	20	20	20	20/4	20	24	24	24/4	24	24
1989	20	20	20/4	20	24	24	24/4	24	24	24
1988	20	20/4	20	24	24	24/4	24	24	24	24/4
1987	20/4	20	24	24	24/4	24	24	24	24/4	24
1986	20	24	24	24/4	24	24	24	24/4	24	24
1985	24	24	24/4	24	24	24	24/4	24	24	24
1984	24	24/4	24	24	24	24/4	24	24	24	24/4
1983	24/4	24	24	24	24/4	24	24	24	24/4	24
1982	24	24	24	24/4	24	24	24	24/4	24	24
1981	24	24	24/4	24	24	24	24/4	24	24	24
1980	24	24/4	24	24	24	24/4	24	24	24	24/4
1979	24/4	24	24	24	24/4	24	24	24	24/4	24
1978	24	24	24	24/4	24	24	24	24/4	24	24
1977	24	24	24/4	24	24	24	24/4	24	24	24
1976	24	24/4	24	24	24	24/4	24	24	24	24/4
1975	24/4	24	24	24	24/4	24	24	24	24/4	24