

2018 – 2021

COLLECTIVE AGREEMENT

between the

VILLAGE OF PEMBERTON

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2010

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COLLECTIVE AGREEMENT BETWEEN:

VILLAGE OF PEMBERTON
(hereinafter called the "Employer")

OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2010
(hereinafter called the "Union")

OF THE SECOND PART

PREAMBLE

The purpose of this Agreement is to set out the terms and conditions of the employment between the Village of Pemberton (the "Employer") and the outside employees requested and certified by the Canadian Union of Public Employees ("CUPE"), Local 2010.

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

- (a) To develop, maintain, and improve harmonious relations between the Employer and the Union;
- (b) To encourage efficiency in operations and quality of output;
- (c) To promote the morale, well-being, safety and physical welfare of employees in the bargaining unit;

The Employer, the Union and the employees hereby agree to cooperate fully, individually and collectively, for the advancement of these conditions.

1. TERM OF AGREEMENT

The term of the new Collective Agreement shall be for five (5) years from January 1, 2018 to December 31, 2021 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 pursuant to the *Labour Relations Code*, this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until:

- (a) The Union can lawfully strike in accordance with the provisions of the *Labour Relations Code*; or
- (b) The Employer can lawfully lock out in accordance with the provisions of the *Labour Relations Code*; or
- (c) The parties have concluded a renewal or revision of this Agreement or have entered into a new Collective Agreement;

whichever is the earliest.

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

2. UNION MEMBERSHIP/DUES/RECOGNITION

(a) Membership

All bargaining-unit employees shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment and shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.

(b) Dues/Check off

The Employer agrees to deduct from the pay of each employee covered by this Agreement an amount equal to the regular monthly Union dues as determined by the Union, provided that each employee has signed a form supplied by the Union authorizing the said deduction. The Employer shall remit the dues deducted to the Union once each month with a statement of the names of employees and the amount of each deduction.

(c) Recognition

The Employer recognizes CUPE Local 2010 as the bargaining agent for employees covered by the bargaining certificate issued 2002 August 15.

(d) Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Chief Administrative Officer and the President of the Local Union with a copy to the CUPE National Representative.

A copy of any correspondence between the Employer, or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the President of the Local Union.

(e) Union Business

Members of CUPE shall not conduct any union business while at work except as specifically provided for in this agreement.

3. MANAGEMENT RIGHTS

- (a) The management and operation of the Village of Pemberton is vested exclusively in the Employer, except as varied by this Collective Agreement.
- (b) In exercising its management rights, the Employer shall not violate the provisions of the *BC Human Rights Code*.

4. EMPLOYEE DEFINITIONS

All employees must be classified in one of the following employee classifications.

A Full-Time Employee is an employee who is employed in a posted regular (on-going) position and who normally and regularly works forty (40) straight-time hours per week.

A Part-Time Employee is an employee who is employed in a posted regular (on-going) position and who works less than full time hours but who normally and regularly works twenty (20) or more hours per week.

The benefits and perquisites of this Agreement shall be pro-rated for part-time employees based upon the percentage (%) of applicable full-time hours they normally and regularly work, provided that those part-time employees who qualify for insured health and welfare benefits under Article 12 shall be eligible to receive the same benefit coverage as regular full-time employees.

A Grant Employee is an employee who is employed in a position funded by a Provincial or Federal Grant, for a definite and limited period of time which may be extended or cut short by circumstances which could not be foreseen at the time of hiring.

A Casual Employee is an employee who is employed to replace the temporary absence of any Full-Time Employee, Part-Time Employee or Grant Employee, or to work in temporary workload assignments of less than six (6) consecutive months' duration in any calendar year. In the case of maternity and parental leave replacement, a casual employee may be employed for a term of eighteen (18) consecutive months.

A Student Employee is an employee who is attending school full time and who is employed on a part time basis, or for a definite and limited period of time during the period June 01 through August 31, both dates inclusive, which may be cut short by circumstances which could not be foreseen at the time of hiring.

5. RATES OF PAY

The rates of pay for each class shall be as set out in the Schedule "A" attached to and forming a part of this Agreement.

6. ACTING PAY

An outside employee who is appointed by the Manager of Operations and Development Services temporarily to perform work of a higher classification shall be paid immediately the rate for the higher position for all hours worked in the higher classification. The appointment of an employee to a higher classification must be authorized in writing by the Manager of Operations and Development Services.

7. TEMPORARY OUT OF SCOPE ASSIGNMENT

Where the Employer assigns an employee to temporarily perform additional duties and responsibilities that would normally be performed by an out-of-scope employee, the employee shall be paid ten percent (10%) above the assigned employee's regular rate of pay for every day (commencing on the fourth working day) the employee performs the additional duties and responsibilities. An employee shall have the right to return to their former position or to a position of equal value for which the Employer deems the employee to be qualified, with no loss of seniority.

8. HOURS OF WORK

- (a) For Full-Time Employees, the normal hours of work shall be Monday to Friday, eight (8) hours per day, based on a forty (40) hour work week, exclusive of a one-half (1/2) hour unpaid meal period.
- (b) For Part-Time Employees, the normal hours of work shall be up to eight (8) hours per day based upon a work week of twenty (20) hours or more, exclusive of a one-half (1/2) hour unpaid meal break.
- (c) For Casual Employees, the normal hours of work shall be up to eight (8) hours per day based on a work week of up to forty (40) hours per week, exclusive of a one-half (1/2) hour unpaid meal period.
- (d) For Student and Grant Employees, the normal hours of work shall be up to eight (8) hours per day, exclusive of a one-half (1/2) hour unpaid meal break. In order to respond to changes in operational requirements, work schedules, including start time, quit time, and scheduled days off may be changed by the Employer in accordance with Article 8, Section (i).
- (e) Except as provided in paragraph (e) employees shall be entitled to an unpaid one-half (1/2) hour meal period on work days that exceed five (5) hours per day, to be taken at a time approved by the Employer.
- (f) Where an employee is required by the Employer to remain at work during a meal period, the employee shall either be paid straight time for the meal period or shall be permitted to leave work one-half (1/2) hour earlier than the designated shift completion time, as determined by the Employer.

- (g) Two (2) rest periods of fifteen (15) minutes each will be allowed to each Full Time Employee during the working shift. The Public Works Supervisor shall determine the time and the manner in which an employee's rest period may be taken and in the event of emergency such rest period may be cancelled.
- (h) Except in the case of emergencies, the Employer shall provide a minimum of two (2) working days' notice of a temporary change in an employee's daily working hours or work week. The Employer will provide a minimum of ten (10) working days' notice of a permanent change in an employee's daily working hours or work week.
- (i) Standby

Full-time employees, who are voluntarily assigned to stand-by during their off-duty hours in order to ensure their availability to respond to call-outs, shall be paid an honourarium of two hundred and fifty dollars (\$250) per week for each full calendar week so served. The assignment of standby shall be determined by the Manager of Operations and Development Services or designate, through discussion with the employees involved. The work involved when on standby shall not be considered as time worked for any purposes of earning overtime.

(j) Daily Guarantee

- i. Subject to the provisions of paragraph (iii) below, a Full-Time Employee reporting for a scheduled shift on the call of the Employer, shall receive their regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two hours' pay at the regular hourly rate.
- ii. Subject to the provisions of paragraph (iii) below, a Full-Time Employee other than a school student on a school day who commences work on a scheduled shift shall receive the regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four hours' pay at the regular hourly rate.
- iii. In any case where a Full-Time Employee reports for a regular shift but refuses to commence work, or commences work but refuses to continue working, the employee shall not be entitled to receive the minimum payments set forth in (i) and (ii).

9. OVERTIME

- (a) Full-Time Employees shall be permitted to work at straight-time rates for up to eight (8) hours per day on any five (5) consecutive days during a work week (which for the purposes of this Article shall be deemed to commence at 00:01 hours on Monday morning and to end at 23:59 hours on the immediately following Sunday).

(b) Full-Time Employees who are required by the Employer to work in excess of eight (8) hours in a day or beyond five (5) consecutive days in a week shall receive overtime in the following manner:

1. time and one-half (1.5X) for the first three (3) hours worked in excess of eight (8) hours in a day;
2. double (2X) for all hours worked beyond eleven (11) hours in a day;
3. in any case where a Full-Time Employee has already performed work on five (5) consecutive days during the week, time and one-half for the first eight (8) hours worked on the sixth day of work in that week and two times for all hours worked beyond eight (8) hours on the sixth day, and two times for all hours worked on the seventh day of work in that week.

(c) Part-Time and Casual Employees - Overtime

1. Overtime compensation shall be paid for all overtime worked at time and one-half (1.5 X) the regular rate of pay for the first three (3) hours of overtime worked in excess of eight (8) hours and double (2X) the regular rate of pay for all overtime in excess of the first three (3) hours.
2. When a Casual Employee has not worked forty (40) hours on five (5) days during the week, the employee may work on the sixth (6th) day of work in that week at straight-time pay until such time as forty (40) hours has been reached and thereafter the employee shall be paid at time and one-half (1.5X) for all other hours worked during that week.
3. Part-Time employees shall not be eligible for overtime pay until they work over eight (8) straight-time hours in any day or they work over forty (40) straight-time hours in a work week, after which the normal overtime provisions apply.

(d) Compensating Time Off

An employee shall receive pay for overtime worked pursuant to (b) above except when, upon the request of the employee and with the approval of the Employer, the employee may be credited with compensating time off equivalent to the number of hours which the employee would have been paid for the overtime worked. Subject to an employee's request to be granted compensating time off being approved by the Employer, such employee shall be granted any portion of the compensating time off.

Compensating time off granted pursuant to this provision shall be limited to a maximum of forty (40) hours per employee at any one time. All compensating time off credited from January 1st to and including June 30th of a particular calendar year, but which has not been granted to an employee by June 30th, shall be paid out by the Employer as soon as possible following June 30th at the rate in effect on June 30th. All

compensating time off credited from July 1st to and including December 31st of a particular calendar year, but which has not been granted to an employee by December 31st shall be paid out by the Employer as soon as possible following December 31st at the rate in effect on December 31st of the year in which the compensating time off was earned.

No later than December 31, 2018, the pay stubs issued to employees will indicate the amount of accrued Compensating Time Off.

(e) Provincial Emergency Program

Where an employee works overtime and/or is called out to attend to a work situation where the Employer is able to recover the overtime costs from the Provincial Emergency Program, the overtime shall be paid out and will not be eligible to be accrued as compensating time off.

10. GRANT EMPLOYEES/CASUAL EMPLOYEES/STUDENT EMPLOYEES

(a) Grant Employees

(i) Grant Employment

Where grant applications require the approval of the Union, such approval shall be granted by the Union.

(ii) Wages

Grant Employees shall be paid the higher of the grant rate or the rate in Schedule "A".

(iii) Benefits and Working Conditions

Grant Employees shall be covered by the provisions of the Agreement listed in section (b) below.

(iv) Union Security

Grant Employees shall be covered by Article 2(a) and (b) of the Collective Agreement.

(b) Casual Employees

Casual Employees shall be covered by the following provisions of the Collective Agreement:

Article 2	Union Membership/Dues/Recognition
Article 8	Hours of Work
Article 9(c)	Part-Time and Casual Employees - Overtime
Article 12(g) (1-3)	Workers' Compensation
Article 18(a) (2)	Vacation
Article 19(b)	Public Holidays
Article 25	Grievance Procedure and Arbitration
Article 27(b)	Workplace Harassment
Article 28	Workplace Safety
Article 30	Discipline and Discharge
Schedule "A"	Hourly Rates of Pay

(c) Student Employee

(i) Wages

Student Employees shall be paid the rate in Schedule "A"

(ii) Benefits and Working Conditions

Student Employees shall be covered by the provisions of the Agreement listed in section (b) above.

(iii) Union Security

Student Employees shall be covered by Article 2 (a) and (b) of the Collective Agreement.

11. CALLOUT AND TELEPHONE CALLOUTS

Callout

- (a) An employee who is called to work outside of their regular working hours shall be paid double time (2X) from the time the employee is called to report to duty until the employee arrives back home (proceeding directly from work) with a minimum of two (2) hours pay. The minimum includes compensation for travel time.

- (b) An employee who has responded to a callout and who receives an additional call or calls before the expiry of the minimum two (2) hour period or before the employee arrives home, whichever shall last occur, shall not be entitled to any additional callout minimums but the employee shall continue to be paid double time (2X) for all hours worked until the employee arrives back home (proceeding directly from work).

Telephone Callout

When an employee receives a telephone call from the Manager of Operations and Development Services, and/or Public Works Supervisor and/or a page from Dispatch and does not have to report to a worksite, the employee shall be paid as follows:

- (a) One (1) hour at double the employee's hourly rate of pay for the first and any subsequent telephone calls/pages that occur during one (1) hour period from the time of the first telephone call/page;
- (b) If a call/page extends beyond the one (1) hour period, the employee shall be paid at double time for the additional time worked beyond the one (1) hour period;
- (c) Any subsequent call and/or page will trigger the one (1) hour pay as in (a) above.

12. BENEFITS

(a) Medical Services Plan of BC

Each Full-Time Employee shall be entitled to coverage under the Medical Services Plan of B.C. effective the first day of the calendar month following six (6) months of employment. The Plan includes coverage for the spouse and dependent children of the employee. The Employer shall pay eighty percent (80%) of the monthly premiums. The employees shall pay twenty percent (20%) of the monthly premiums.

(b) Extended Health Benefits Plan

Each Full-Time Employee shall be entitled to coverage under the Extended Health Benefits Plan following the first day of the calendar month following six (6) months of continuous employment.

The Extended Health Benefits Plan includes coverage for the spouse and dependent children of the employee, all subject to the provisions of the Plan. The Employer shall pay eighty percent (80%) of the monthly premiums. The employees shall pay twenty percent (20%) of the monthly premiums.

The current Extended Health Care Plan (PBC Group Number 030764, or comparable plan) will be revised to include the following:

- Acupuncturist: from \$100.00 per Calendar Year Maximum (CYM) to \$500.00 CYM;
- Registered Massage Therapist and Physiotherapy increase the yearly combined maximum of seven hundred (\$700) to one thousand (\$1000).
- Vision Care: \$450.00 every two calendar years.

(c) Dental Plan

Each Full-Time Employee shall be entitled to coverage under the Dental Plan following the first day of the calendar month following six (6) months of continuous employment.

The Dental Plan includes coverage for the spouse and dependent children of the employee and provides reimbursement for eligible expenses as follows, all subject to the provisions of the Plan:

- 1) Basic Dental Services (Plan 'A') - The Plan will pay for ninety percent (90%) of the approved schedule of fees.
- 2) Prosthetics, Crowns and Bridges (Plan 'B') - The Plan will pay for eighty percent (80%) of the approved schedule of fees.
- 3) Effective July 11, 2014: Plan 'C' providing the Plan to pay eighty percent (80%) of approved fees with a lifetime maximum of \$6,000.00 per member.

The Employer shall pay eighty percent (80%) of the monthly plan premiums. The employees shall pay twenty percent (20%) of the monthly premiums.

(d) Group Life Insurance

Each Full-Time Employee shall be entitled to coverage under the Group Life Insurance Plan following the first day of the calendar month following six (6) months of continuous employment. The Group Life Insurance Plan provides the following benefits, subject to the provisions of the Plan:

- 1) Life Insurance based on one and one-half times (1.5 X) the employee's annual basic earnings, rounded to the next highest thousand dollars, to a maximum of \$100,000, and
- 2) Accidental Death and Dismemberment based on one and one-half times (1.5X) the employee's annual basic earnings, rounded to the next highest thousand dollars, to a maximum of \$100,000.

- 3) The Employer shall pay eighty percent (80%) of the monthly premiums. The employees shall pay twenty percent (20%) of the monthly premiums.

(e) Accumulated Sick Leave and Short-Term Disability

Effective the first day of the calendar month following six (6) months of continuous employment, a Full-Time Employee shall earn sick leave credits on the basis of one and one-half (1.5) days per calendar month to a maximum accumulation of one hundred and nineteen (119) days. Where Sick Leave credits are earned for less than a full calendar month, the monthly one and one-half (1.5) day credit shall be prorated.

- 1) No later than December 31, 2018, the pay stubs issued to employees will indicate the amount of accrued Sick Leave
- 2) A deduction shall be made from an employee's accumulated sick leave credits for all time absent on authorized paid sick leave.
- 3) An employee who is unable to report to work due to illness shall notify his or her supervisor two (2) hours prior to the beginning of each shift.
- 4) Employees shall not earn sick leave credits while absent on Long Term Disability, Workers Compensation Time Loss Claim, or any unpaid leave of absence.
- 5) The Employer may require an employee to provide written proof, acceptable to the Employer, that he/she was sick or disabled with the result that he/she was unable to report for work, provided the employee has been absent on sick leave for three (3) consecutive days or more. This notwithstanding, when the Employer has reason to suspect that there is an ongoing pattern of sick leave abuse, it may require the employee to provide this written proof before granting any additional sick leave.
- 6) Where an employee has been off work due to illness or injury for a period of ten (10) working days or more, the employee shall, upon request, provide the Employer with a medical certificate from a qualified doctor stating the employee is fit to return to work and perform the duties of the position. In such circumstances, the employer shall bear the cost of the certificate.
- 7) Each employee shall be eligible to receive up to five (5) days of unpaid leave during each calendar year to meet responsibilities related to:
 - a) The care, health or education of a child in the employee's care;
 - b) The care or health of any other member of the employee's immediate family.

Family Responsibility Leave time shall not be carried forward.

(f) Long Term Disability Plan

- 1) Each Full-Time Employee shall be eligible to apply for coverage under the Long Term Disability Plan effective the first day of the calendar month following six (6) months of continuous and active employment following the date of employment.
- 2) The Long Term Disability Plan is subject to the terms and conditions of the carrier. The Plan provides sixty-six and two-thirds percent (66 2/3%) of an employee's pre-disability income, to a monthly maximum of one thousand five hundred (\$1,500) dollars. The Plan includes a two (2) year own occupation provision and any occupation thereafter. Employees are eligible to apply to the carrier for benefits prior to the accumulation of one hundred and nineteen (119) days but will not be eligible to receive Long Term Disability benefits until the period of one hundred and nineteen (119) days has elapsed. In the event of a conflict between the Collective Agreement description of the LTD Plan in this Article (f) and the provisions of the carrier's Plan, the provisions of the carrier's Plan shall apply.
- 3) Eligible employees with at least six (6) months of continuous full-time employment, but less than three (3) years of continuous full-time employment shall pay one hundred percent (100%) of the LTD premiums. For eligible employees with three (3) or more years of continuous full-time employment, the Employer shall pay one hundred percent (100%) of the monthly premiums.

(g) Workers' Compensation

- 1) Where an employee suffers from a workplace injury, illness or occupational disease (which workplace injury, illness or occupational disease hereinafter called the "disability") arising out of and in the course of work, they are entitled to compensation under the *Workers' Compensation Act* (the *Act*). When receiving compensation for lost time from work the employee shall not be entitled to use sick leave for time lost by reason of any such disability.
- 2) All monies received by an employee under the *Act* shall be retained by the employee and the employee shall not be entitled to payment of wages from the Employer during such period of disability.
- 3) The day on which the injury occurred will be paid in its entirety by the Employer.
- 4) Where an employee is absent from work on a Worker's Compensation time loss claim for a period in excess of thirty (30) calendar days, MSP, Dental, EHB, Group Life Insurance and LTD benefits shall continue uninterrupted during the period of time the employee is on such leave provided that the employee makes arrangements as soon as possible following thirty (30) calendar days following the commencement of the claim to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.

5) Pension contributions will cease during the period of the leave. The Employee will have the opportunity to purchase back this leave amount once the Employee has returned to work. The Employer will also be responsible for their percentage of the purchase back once the employee makes application and it is approved by the Municipal Pension Plan.

(h) Pension

Upon completion of the probation period, eligible employees shall be covered by the provisions of the *Municipal Pension Plan*.

(i) Participation

Employees are not required to participate in the Benefit Plans in Articles 12(a), 12(b) and 12(c) if an employee is already covered by a similar plan, provided the employee advises the Senior Accountant in writing of such coverage and of their desire to waive such coverage. Employees must enroll in the Benefit Plans provided under Articles 12(d) and (f). Subsequent enrollment of an employee or dependent(s) in a Benefit Plan is subject to the provisions of the specific Benefit Plan.

(j) Limitation of Liability

The Employer's liability under Article 11 is limited to the payment of the applicable premiums.

13. POSTINGS

(a) Any new or vacant full-time position that the Employer intends to fill, shall be posted for seven (7) calendar days.

(b) In addition to other information, postings shall contain a general description of the position, qualifications, wage, and the hours of work.

14. NEW CLASSIFICATIONS

(a) When a new classification is introduced by the Employer, the Employer may implement the classification and attach a wage rate thereto. The Employer will immediately notify the Union of the new classification and of the wage rate in writing.

(b) In the event the Union disagrees with the wage rate, the matter shall be raised with the Employer within thirty (30) working days and the Union and the Employer shall have a further thirty (30) working days in which to attempt to negotiate an acceptable wage rate.

(c) If the Employer and the Union are unable to agree on the appropriate wage rate within the thirty (30) working days, the matter may be referred to arbitration pursuant to Article 23.

- (d) Any adjustment to the wage rate, whether such adjustment results from negotiations or from the award of an arbitration board shall become effective on the date that the employee(s) assumed the responsibility and duties of the position.

Classification Appeal Procedure

- (a) If an employee or the Union believes that a position is improperly classified or has substantially changed, either the Union or the employee shall request, in writing, to the immediate non-bargaining unit supervisor that a review of the job description and the job be undertaken.
- (b) The Employer will undertake and complete the review within thirty (30) days of receiving the request.
- (c) If the Union and the Employer are unable to agree on the appropriate wage rate or classification within thirty (30) days of the completion of the review, the matter may be referred to arbitration pursuant to Article 23.
- (d) Any adjustment to the wage rate, whether such adjustment results from negotiations or from the award of an arbitration board shall become effective on the date that the employee(s) or the Union made the initial request for a classification review.

Job Descriptions

The Employer will create and maintain job descriptions for all bargaining unit positions.

15. FILLING VACANCIES

In making appointments, promotions, transfers and demotions, the skill, knowledge and ability of the applicants shall be the primary consideration, and where such qualifications are equal, length of service shall be the determining factor.

16. PROBATIONARY PERIOD

- (a) All Full-Time Employees shall serve a probation period of up to ninety (90) working days of active employment.
- (b) The probationary period shall be for the purpose of determining a person's suitability for regular employment in the position in which the person is placed in probationary capacity. At any time during the probationary period, the probationary employee may be terminated if, in the opinion of the Employer, the employee is unsuitable for regular or continuing employment.
- (c) Upon the successful completion of the probationary period, holiday benefits and other perquisites referable to length of service shall be based on the date of employment as a Full-Time Employee.

17. TRIAL PERIOD FOR PROMOTIONS AND TRANSFERS

On promotion or transfer of a Regular Full-Time Employee to a new position, that employee shall serve a ninety (90) working day trial period in the new position before being confirmed in the appointment. If during the trial period, the Employer determines that the employee is not suitable in the new position or the employee wishes to end the trial and return to his/her former position, the trial period will come to an end, and the employee will return to his/her former position without loss of seniority. All other employees who changed positions as a result of the original appointment will also return to their former positions.

18. ANNUAL VACATION

(a) Annual Entitlement

1) Paid annual vacations for Full-Time Employees shall be allowed as follows:

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with Part 7 of the *Employment Standards Act*.
- (b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of ten (10) working days for each month or portion of a month greater than one-half worked by December 31.
- (c) During the second calendar year of service- ten (10) working days.
- (d) During the third up to and including the fourth calendar year of service - fifteen (15) working days.
- (e) During the fifth up to and including the ninth calendar year of service - twenty (20) working days.
- (f) During the tenth up to and including the fourteenth calendar year of service - twenty-five (25) working days.
- (g) During the fifteenth and all subsequent calendar years of service – thirty (30) working days.

(h) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation pay for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month greater than one-half worked to the date of termination.

PROVIDED THAT

(i) "Calendar year" for the purposes of this Article shall mean the twelve-month period from January 01 to December 31 inclusive.

(ii) In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation.

2) Vacations for Casual Employees shall be allowed as follows:

Casual Employees shall receive vacation pay pursuant to the *Employment Standards Act*.

3) All requests for vacations and leaves of absence for vacation purposes shall be subject to the operational requirements of the Employer.

(b) Vacation Pay

1) Vacations for Casual Employees, Grant Employees and Student Employees shall be allowed as follows:

Casual Employees, Grant Employees and Student Employees shall receive vacation pay in accordance with the *Employment Standards Act*.

2) Employees may carry vacation over from one calendar year (January – December) to the next (subsequent) calendar year, to a maximum of ten (10) vacation days, provided:

a) Carried over vacation must be taken as time off by December 31st of the subsequent year, or it will be paid out at the rate earned. The Employer shall advise employees no later than November 30th of any unused carried over vacation from the previous year.

b) The maximum amount of carried-over vacation that any employee may have to his/her credit, at any one time, is ten (10) days.

19. PUBLIC HOLIDAYS

(a) Full-Time Employees

- 1) All Full-Time Employees who have completed one (1) month of employment shall be entitled to a holiday with pay for the following public holidays, namely: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- 2) In the event a Public Holiday defined in paragraph (1) falls on a non-work day for a Full-Time Employee, the Employer shall designate another work day for the employee to observe the Public Holiday.

When a Public Holiday is moved to another day:

- (i) work performed by an employee on the day from which the holiday was moved shall not attract Public Holiday premium pay, and
 - (ii) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a Public Holiday.
- 3) All Full-Time Employees not required to work on a Public Holiday shall receive holiday pay equal to one (1) normal day's pay.

All Full-Time Employees required to work on a Public Holiday shall be paid their normal day's pay for the said holiday and in addition thereto shall receive pay equivalent to one and one-half (1 1/2) times the number of hours worked on the holiday.

- 4) The premium rate which is paid for hours worked on Public Holidays is not to be treated as an overtime premium but overtime rates based on straight-time rates will become applicable if work on a Public Holiday extends beyond eight (8) hours.

(b) Casual Employees

The Public Holidays listed in section (a) (1) may, at the Employer's discretion, be treated as a normal working day for any Casual Employee, Grant Employee or Student Employee. Any such employee who works on a listed Public Holiday will be paid at straight-time rates except as provided under the Overtime provisions of this Agreement. Any such employee who does not work on a Statutory Holiday covered by the *Employment Standards Act*, is covered by the provisions of the *Act*.

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

20. MATERNITY AND PARENTAL LEAVE

(a) Length of Leave

Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

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

Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

Extensions – Special Circumstances

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

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

Provided however, that in no case shall the combined maternity and parental leave exceed fifty-two (52) consecutive weeks following the commencement of the leave

(b) Notice Requirements and Commencement of Leave

- 1) An employee who requests parental leave for the adoption or caring of a child may be required to provide proof of adoption or birth of the child.
- 2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)

- 3) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. This notwithstanding, when the employee's duties can be modified in a way that allows the employee to perform productive work that the employee would otherwise perform, the employee's job will be so modified and the employee will not be required to commence her maternity leave, provided:
 - a) Operational requirements permit the job to be so modified,
 - b) There is no undue hardship for the Employer as a result, and
 - c) No other employee is laid off or has his/her hours of work reduced as a result, unless the Union agrees otherwise.
- 4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date she or he intends to return to work.
- 5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- 6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

(c) Return to Work

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

(d) Sick Leave

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

21. BEREAVEMENT LEAVE

- a) Any employee who has completed six (6) calendar months of employment, may be granted bereavement leave without loss of pay for a period not to exceed five (5) working days forty (40) hours) in the following events:
 - 1) In the case of the death of the employee's spouse, (including common-law spouses who have resided together for one (1) year or more), child, **step-child**, ward, brother, sister, sister-in-law, brother-in-law, parent, parent-in-law, grandchild, grandparent, guardian or;
 - 2) In the case of the death of any other relative if living in the employee's household.
- b) Requests for leave under paragraph (a) herein shall be submitted to the Chief Administrative Officer who will determine and approve the number of days required in each case.
- c) An employee who qualifies for bereavement leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation if approved by the Chief Administrative Officer. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such bereavement leave without loss of pay.
- d) Upon application to, and upon receiving the permission of the Chief Administrative Officer, an employee may be granted leave of up to two (2) days without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by paragraph (a) herein.

22. GENERAL LEAVE OF ABSENCE

- a) A leave of absence without pay for a period of up to six (6) months may be granted at the discretion of the Employer. An employee granted a leave of absence without pay must make suitable arrangements to pay both their own and the Employer's portion of premiums for any benefit the employee wishes to maintain while on leave of absence; provided, however, the insuring carrier allows such an extension of the benefit while the employee is not directly employed.
- b) An employee who is permitted to take an extended leave of absence as provided for herein will not be permitted to use any benefits such as sick leave, annual vacation, or public holiday while on leave of absence.
- c) Benefits which are normally improved through length of service will not be credited during a leave of absence without pay for any period in excess of thirty (30) calendar days. These benefits include but are not confined to sick leave, annual vacation and length of service.

- d) An employee granted a leave of absence must return to their employment with the Employer on the date predetermined when the leave of absence was granted or will be considered to have terminated their employment voluntarily. An employee who becomes self-employed or who accepts employment with another Employer while on extended leave of absence will be considered to have terminated their employment with the Employer voluntarily.
- e) Professional Development:
Where the employer has provided an employee with approval to enroll in a course of studies, the employer will reimburse the employee for the cost of the tuition and supplies in accordance with the policy on Professional Development.

Where the course of studies includes an on line component, upon successful completion of the course and/or certification requirements, reimbursement will include reasonable compensation in accordance with the above noted policy for the time which the employee was required to attend to the on-line component.

In the event an employee leaves within six (6) months of attendance at or completion of a course, the employee will reimburse 50% of the cost of attendance.

23. LEAVE OF ABSENCE – UNION OFFICIALS

- a) All applications for leave of absence for official Union representatives, whether with or without pay, shall be submitted to the Chief Administrative Officer in writing and if possible, at least two (2) days in advance for approval and such leave shall not be unreasonably withheld, subject to the Employer's operational requirements.
- b) With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount plus an additional flat rate of twenty-five percent (25%) of the wage or salary to offset the costs of benefits paid by the Employer while representatives are on leave of absence. The Union shall reimburse the Employer within thirty (30) calendar days of receipt of the account.
- c) The Employer shall maintain the straight-time pay and benefits for one (1) bargaining unit employee when such employee is present at collective bargaining with the Employer, provided the employee would otherwise be working a straight-time shift and provided that the maximum amount of time for which such pay and benefits will be maintained for purposes of negotiating any collective agreement shall be limited to twenty-four (24) straight-time hours.

24. SENIORITY

- a) Seniority shall be calculated on the basis of regular hours worked and Full-Time Employees shall acquire seniority upon completion of the Probation Period.
- b) Upon qualifying for seniority, a Full-Time Employee shall be credited with all regular hours worked retroactive to the date the employee commenced full-time employment.
- c) In calculating seniority “regular hours worked” shall also include time paid but not worked such as vacation, public holidays, sick leave and other paid absences, and time absent on a Worker’s Compensation claim and Maternity and Parental Leave. All unpaid absences except Worker’s Compensation claims and Maternity and Parental Leave shall be excluded when calculating seniority.
- d) A seniority list shall be sent to the Union annually.

25. GRIEVANCE PROCEDURE AND ARBITRATION

- a) During the term of this Agreement, any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, shall be finally and conclusively settled without stoppage of work by the following grievance procedure.
- b) Grievance Procedure

Step 1

The employee involved and an authorized Union representative shall, within thirty (30) calendar days of the circumstances giving rise to the grievance, reduce the grievance to writing with full particulars, and shall seek to settle the dispute with the Manager of Operations and Development Services who shall provide a written response within seven (7) calendar days of receipt of the grievance.

Step 2

If the matter is not resolved in Step 1, the Union may pursue the grievance by referring the matter to the Chief Administrative Officer within seven (7) calendar days of receipt of the Manager of Operations and Development Services’ response. The Chief Administrative Officer shall have fourteen (14) calendar days from the date of referral in which to render a written decision.

Step 3

If the matter is not resolved in Step 2, either party may refer the dispute to arbitration within ten (10) calendar days of receipt of the Chief Administrative Officer’s decision.

c) Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, Step 1 of this Article may be by-passed.

d) Arbitration

The parties shall use a single Arbitrator, unless either party wants a three (3) member Arbitration Board which shall consist of one (1) member appointed by each party and a Chairperson mutually appointed by the Employer and the Union.

The Employer and the Union shall mutually agree on the Arbitrator or the Chairperson within fourteen (14) calendar days of the referral.

Where the parties are unable to agree on a single Arbitrator or a Chairperson within fourteen (14) calendar days of the referral, either party may apply to the Director, Collective Agreement Arbitration Bureau within the following ninety (90) calendar days to make the appointment. If there is no agreement to an Arbitrator or Chairperson and no referral to the Director, Collective Agreement Arbitration Bureau in accordance with this clause, the grievance shall be considered to be abandoned.

In all other respects, the provisions of the *Labour Relations Code* shall apply. The decision of the Arbitrator or majority decision of the Arbitration Board shall be final and binding on both parties. Each party shall pay half the expenses of the Arbitrator or Chairperson and the expenses of their representative, if applicable.

- e) The time limits stipulated in both the grievance and arbitration procedures may be extended by mutual consent of the parties.

Variations

The parties may mutually agree to vary the procedure or to alter the timelines.

- f) The Employer shall have the same rights as the Union to file and process a grievance.

26. LAYOFF AND RECALL

(a) Layoff Defined

A layoff is defined as a reduction in the work force or a reduction in the hours of work of a full-time employee.

(b) Notice

Employees who are to be laid off will be given written notice or pay in lieu of notice as follows:

- Upon the completion of three (3) months of service up to and including the completion of one (1) year of service – one (1) weeks' notice.
- Following the completion of one (1) year of service to and including the completion of three (3) years of service – two (2) weeks' notice.
- For each complete year of service following the completion of the third year of service – one (1) additional week of notice to a maximum of eight (8) weeks of notice.
- Layoff notice shall not apply to temporary layoff caused by inclement weather, strikes, lockouts, or other emergency circumstances beyond the control of the Employer.

(c) Bumping Procedures

An employee who has been laid off may bump a less senior employee providing that the employee has the ability and qualifications to perform the job.

A laid off or displaced employee wishing to exercise bumping rights shall, within five (5) working days of receiving written notification of layoff, submit in writing to the Chief Administrative Officer, or designate notice of intent to exercise the bumping procedures and shall indicate the position being bumped into. The Employer shall provide any information regarding seniority of employees and required qualifications for positions which the laid off employee may require. The Employer shall advise the employee, in writing, within two (2) working days, of acceptance or rejection of the bump.

(d) Employee Options on Layoff

- (i) Where a position is being eliminated, an employee, upon receiving written layoff notice shall have the option of accepting the layoff or exercising bumping rights. Where an employee's regular hours are being reduced, the employee has the option of accepting the position with the reduced hours.
- (ii) Where a Full-Time Employee chooses to retain a position with reduced hours, the employee shall continue to be considered a Full-Time Employee for the purposes of benefit entitlements under Article 11, subject to the terms and conditions of the applicable carrier and provided the employee's regular hours are greater than twenty (20) hours per week. In such cases, all paid leaves, such as Annual Vacation and Sick Leave credits, shall be earned on a proportionate basis to full-time hours worked.

(iii) Where an employee chooses to continue in a position with reduced hours which are twenty (20) hours or less per week, the employee shall be deemed to be a Casual Employee and the Collective Agreement will be applied accordingly with the exception that the employee may be employed for an indefinite period as a result of the layoff.

(e) Recall

Laid off employees shall be recalled in order of seniority to any position for which they are qualified to perform. Laid off employees shall keep the Employer informed of their current address and telephone number. If the Employer is unable to contact the employee by telephone, notice of recall shall be delivered to the employee's last address. The employee must contact the Employer no later than two (2) working days following receipt of notice and arrange a return to work. The employee shall have five (5) working days after contacting the Employer to return to work. A Full-Time Employee shall lose seniority and the right of recall if continuously laid off for a period of more than twelve (12) consecutive months.

Failure to respond to the notification within the stipulated time limits will result in the loss of recall rights.

(f) No New Employees

No new employees will be hired following a layoff until those laid off and retaining seniority have been given a reasonable opportunity of recall as per Article 24 (e).

27. GENERAL CONDITIONS

(a) Bulletin Boards

The Employer shall provide bulletin boards, which shall be placed so that all bargaining unit 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 bargaining unit employees. All Union notices must be signed by an authorized representative of the Union. If there is a disagreement over any material posted, it shall be referred to the Joint Labour/Management Committee.

(b) Workplace Harassment

There shall be no discrimination, coercion, or harassment by the Employer or by the Union against any employee because of their activity in Union affairs, or because of age, race, creed, colour, nationality, sex, religion, sexual orientation, marital status, place of residence, political affiliation or activity.

(c) Clothing Allowance

- (i) Effective on the employee's first day of work, the employer shall provide employees with a maximum of two (2) high visibility shirts and one set of high visibility raingear (pants and jacket) to be worn at work. Individual items shall only be replaced when lost, stolen or damaged beyond use.
- (ii) Each calendar year (January - December), full-time employees shall receive a yearly clothing allowance of two hundred and fifty dollars (\$250) to defray the cost of purchasing of safety footwear that meets the WorkSafeBC Regulation standard, which footwear is to be worn at work: and other items of clothing required by the nature of the work. Part-time employees shall receive this allowance on a prorated basis.

(d) Lead Hand (*effective July 11, 2014*)

- (i) The incumbent in the Lead Hand position shall perform the following duties:

- a) When Assigned to Work as the Lead Hand:

The incumbent shall train and/or direct those employees whom he/she leads. He/She shall organize the work of those employees whom they lead and will perform the work that is being performed by those employees being led, as an integral working member of the crew.

- b) When Not Assigned to Work as the Lead Hand:

When not assigned to work as the Lead Hand, the incumbent will perform any other skilled work assigned by the Employer at its discretion provided they have the required skill, knowledge and ability. When so employed, he/she shall be paid the Lead Hand rate.

- (ii) Articles 13, 14 & 15 do not apply in regard to the Lead Hand.

28. SAFETY COMMITTEE

- a) The Union shall appoint one (1) representative to the Safety Committee and the Employer shall appoint at least one (1) representative to the Safety Committee. Each party shall also designate a representative to act as an alternate. The Committee shall meet as required by the *Workers' Compensation Act* or more often as conditions require, with the permission of the Chief Administrative Officer.
- b) The Employer shall provide protective clothing to employees in specific operations of the Employer if required in the opinion of the Employer.

29. JOINT LABOUR-MANAGEMENT COMMITTEE

A Joint Labour-Management Committee shall be established comprised of up to one (1) representative of the Employer to be appointed by the Chief Administrative Officer and up to one (1) representative to be appointed by the Union. The purpose of the Committee will be to meet and discuss miscellaneous matters related to employment, as requested by either party.

Employees shall suffer no loss of pay for attending Committee meetings.

30. DISCIPLINE AND DISCHARGE

(a) Just Cause

An employee who has completed the probationary period may be disciplined or dismissed for just cause.

(b) Crossing of Picket Lines During a Strike

Failure to cross a legally established picket line shall not constitute grounds for discipline or discharge.

(c) Access to Personnel File

An employee shall have the right to have access to and review their personnel file during normal working hours. Employees shall provide reasonable notice in such cases.

31. JURY DUTY

An employee who is required to serve on a jury, or who is subpoenaed as a witness for employment related matters, shall be allowed time off during the period of such duty without loss of pay. Any remuneration received for such jury/witness duty shall be remitted to the Employer.

32. TECHNOLOGICAL CHANGE

The parties agree that Section 54 of the *Labour Relations Code* shall apply to employees covered by this Collective Agreement.

Village of Pemberton

Canadian Union of Public Employees,
Local 2010

Nikki Gilmore
Chief Administrative Officer

Chris Glavin
President

Date

Date

SCHEDULE "A"

VILLAGE OF PEMBERTON

2018 – 2021

(a) Hourly Wage Rates

Classification	Hourly Wage Rates				
	Effective Dates				
	Jan. 1 2017	Jan. 1 2018	Jan. 1 2019	Jan. 1 2020	Jan 1. 2021
Labourer I – Employees hired after (insert date of Union ratification) – First 18 months of employment	\$25.02	\$25.52	\$26.03	\$26.55	\$27.08
Labourer II – After 18 months of employment	\$27.16	\$27.70	\$28.26	\$28.82	\$29.40
Lead Hand	\$30.53	\$31.14	\$31.76	\$32.40	\$33.05
Equipment Operator	\$30.53	\$31.14	\$31.76	\$32.40	\$33.05
Senior WWTP Operator	\$33.15	\$33.81	\$34.49	\$35.18	\$35.88
Water Operator II	\$33.15	\$33.81	\$34.49	\$35.18	\$35.88
Public Works Supervisor	\$33.68	\$34.35	\$35.04	\$35.74	\$36.46
Grant Employees	\$12.89	\$13.15	\$13.41	\$13.68	\$13.95
Casual Employees	Rate for the classification in which they are working.				
Student Employees	Fifty-five percent (55%) of the rate for the classification in which they are working.				