

The following are requested revisions to the existing Collective Agreements, relative to the Inside Workers' Division, the Outside Workers' Division and the Foremen's Division.

BETWEEN: BUFFALO CIVIC EMPLOYEES' LOCAL UNION NO. 23

AND: THE CORPORATION OF THE DISTRICT OF BUFFALO

For the purpose of negotiating these revisions, we outline herewith the changes and amendments to be applicable to each of the Divisions' Collective Agreements.

1. Term of Agreement

That the term of the Collective Agreements be for one (1) year, effective from January 1st, 1968, to December 31st, 1968.

2. Annual Vacations

(a) All Employees covered by this Agreement shall receive an annual vacation with pay as herein provided:

(i) Employees during the first (1st) calendar year of service shall be granted one (1) working day for each completed month of employment or major fraction thereof.

(ii) Employees during the second (2nd) calendar year of service up to and including the fifth (5th) calendar year shall be granted fifteen (15) working days.

(iii) Employees during the sixth (6th) calendar year of service up to and including the tenth (10th) calendar year shall be granted twenty (20) working days.

(iv) Employees during the eleventh (11th) calendar year of service up to and including the fifteenth (15th) calendar year shall be granted twenty-five (25) working days.

(v) Employees during the sixteenth (16th) calendar year of service and all subsequent calendar years of service shall be granted thirty (30) working days.

(b) When a paid holiday falls or is observed during an employee's vacation period, he shall be granted an additional day's vacation for each holiday, in addition to his regular vacation time.

(c) Employees who are required to take all of their vacation with pay between October 1st and May 31st (i.e., the winter months) shall receive one (1) extra week of vacation with pay.

(d) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one twelfth (1/12th) of their vacation entitlement for each completed month or major fraction thereof, worked to the date of termination.

2. Annual Vacations (continued)

(c) "Calendar year" for the purposes of this Agreement shall mean the twelve (12) month period from January 1st to December 31st inclusive.

(f) In all cases of terminations of service for any reason other than retirement on superannuation or on attaining maximum retirement age, adjustment will be made for any overpayment of vacation.

(g) Employees leaving on superannuation, or upon leaving at reaching maximum retirement age, are entitled to vacation as follows: if retiring prior to April 1st, they shall receive half (1/2) of the usual annual vacation; if retiring April 1st, or later, they shall receive the full annual vacation.

3. Paid Statutory Holidays

(a) All Employees shall have the following statutory holidays off with pay at the regular rates of pay:

| | |
|------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Queen's Birthday | Christmas Day |
| Dominion Day | Boxing Day |

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

(b) When any of the aforementioned holidays falls on a Saturday or Sunday, the employees shall have the choice of having an alternative day off with pay or an additional day's pay.

(c) Any employee who is required to work on a statutory or declared holiday shall be paid at double his standard rate of pay for every hour worked, in addition to his regular holiday pay.

4. Technological Change

(a) Union Notification of Changes

Thirty (30) days before the introduction of any technological change or methods of operation which affect conditions of employment, wage rates or work loads, the Employer shall notify the Union of the proposed change. Any such change shall be made only after the Union and the Employer have reached an agreement on such change through collective bargaining. If the Employer and the Union fail to agree on the results of the change, the matter shall be referred to the Grievance and Arbitration Procedure of this agreement.

(b) No Dismissals

No regular employee shall be dismissed by the Employer because of mechanization or technological changes. An employee who is displaced from his job by virtue of technological change or improvements will suffer no reduction in normal earnings and will be given the opportunity to fill other vacancies according to seniority.

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4. Technological Change (continued)

(c) Training Program

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present methods of operation, such employees shall, at the expense of the Employer, be given a minimum period, not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being re-classified in the new position.

It is agreed and understood the foregoing clause shall be applicable only to the Outside and Foremen's Divisions.

(d) Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be a subject for discussion between the Employer and the Union.

(e) No New Employees

No additional employees shall be hired by the Employer until the employees already working have been notified of the proposed technological changes and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

5. Job Security

(a) In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee.

(b) All subcontractors of the Employer shall provide wages and conditions of employment which are at least equal to the terms of this Agreement.

6. Crossing of Picket Lines

It is hereby agreed between the parties to this Collective Agreement that Employees shall not be required to cross any Picket Line, enter any building, property or business where a Picket Line is in evidence, when such Picket Line is established under the Statutes of British Columbia or the Statutes of the Dominion of Canada.

7. Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of one (1) month from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

8. Total Period

In making staff changes, transfers, or promotions, the successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, such trial staff change, transfer or promotion shall become permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to 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 his former position without loss of seniority and wage or salary.

9. Job Training

The Employer will inaugurate and maintain a system of "on the job" training so that every employee shall have the opportunity of receiving training and qualifying for promotion, in the event of a vacancy arising, to the position next senior to his own. Accordingly, senior employees shall be allowed regular opportunities to learn the work of such positions during the regular working hour by arranging with interested employees to exchange positions for temporary period without affecting the rate of the employees concerned.

10. M. S. A. and Benefit Society

(a) That the premiums of Medical Services Association and the Municipal Benefit Society be borne entirely by the Employer.

(b) If the premiums paid by the Employer for the employees' benefits is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties.

11. Sharing of Overtime

Overtime and call back time shall be divided equally among the employees who are willing and qualified to perform the work that is available.

12. Service Pay

In recognition of the principle that a long service employee is of increased value to the Employer, through his acquired knowledge and experience, the Employer agrees to Service Pay as herein provided:

"Five (5) Dollars per month for each five (5) calendar years of service".

13. Separation Trust Fund

The Union requests that discussions be held between representatives of the Union and of the Employer pertaining to the Separation Trust Fund in regard to removal of the waiting period and the vesting period from the Inside and Foremen agreements.

14. Union Shop and Check-Off

(a) All Employees to be Members

All employees of the Employer, as a condition of continuing employment shall become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. All future employees of the Employer shall as a condition of continued employment, become and remain members in good standing in the Union with authority (to) bind the Employer.

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14. Union Shop and Check-Off (Continued)

(b) Check-Off

The Employer agrees to the check-off of all Union Dues and assessments levied in accordance with the Constitution and By-Laws of the Union. 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. 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.

15. Schedule "C"

That Schedule "C" - Car Allowance and Transportation, be revised in all the collective agreements.

16. Shift Work

That all employees covered by these Collective Agreements shall be entitled to Shift Work Premiums.

17. Anomalies

(a) The Union requests that all anomalies be dealt with during negotiations pertaining to the Inside and Outside Workers' Divisions.

(b) That a procedure be instituted into the Collective Agreements for processing these adjustments, properly known as Anomalies.

18. Wage Adjustments

Request upward adjustments of seven per cent (7%) for the following classifications:

- Tradesmen I & II;
- Equipment Operators I to V inclusive;
- Truck Drivers I to III inclusive;
- Truck Driver - Scavenging.

19. Increment Structure

The Union requests a review of Schedule "A" pertaining to the increment structure relative to the Inside Workers' Division.

20. Wage and Salary Increase

(a) The Union requests there be an across-the-board increase of twelve per cent (12%). This percentage increase shall apply to all wage and salary schedules outlined in the Inside, Outside and Foreman's Divisions.

21. Reservation

The Union reserves the right to introduce other matters not specifically mentioned herein and which are properly matters within the scope of the Collective Agreements.

All of which is submitted on behalf of those covered by the Collective Agreements with the Corporation of the District of Columbia.

SCHEDULE "H"

Car Allowance

Car allowances shall be governed by the following provisions:-

A. CORPORATION TRANSPORTATION

The Corporation may require an employee to provide motor vehicle transportation for the efficient performance of his duties and the employee shall have the right to select either of the following plans:-

(a) Provide his private vehicle for which the Corporation will contribute to the employee a monthly amount equal to 60% of the "Basic Costs", including tax, of a vehicle equivalent to that described in Clause "C", plus 4.5 cents per mile for all mileage driven on Municipal business.

(b) Elect to have the Corporation supply a vehicle for which the employee will contribute a monthly amount equal to 40% of the "Basic Costs", including tax, of the unit engaged by the Corporation, plus the rate per mile charged by the lease company for all personal mileage driven.

"Basic Costs" are defined as the current lease base-price, plus applicable tax, plus insurance.

B. MOTOR VEHICLE CLASSIFICATIONS AND PAYMENTS

| <u>Class</u> | <u>Mileage per month in Municipal Service</u> | <u>Payment per month for use of employee car.</u> | |
|--------------|---|---|------------------------|
| Under 200 | Up to 50 miles | \$ 7.50 | |
| | Between 51 and 100 | 15.00 | |
| | 101 and 150 | 22.50 | |
| | 151 and 200 | 30.00 | |
| A | 201 and 300 | 13.50 | plus 60% of Basic Cost |
| B | 301 and 400 | 18.00 | plus 60% of Basic Cost |
| C | 401 and 500 | 22.00 | plus 60% of Basic Cost |
| D | 501 and 600 | 27.00 | plus 60% of Basic Cost |
| E | 601 and 700 | 31.50 plus \$5.00 | plus 60% of Basic Cost |
| F | 701 and 800 | 35.00 plus \$5.00 | plus 60% of Basic Cost |
| G | 801 and 900 | 40.50 plus \$5.00 | plus 60% of Basic Cost |
| H | 901 and 1000 | 45.00 plus \$5.00 | plus 60% of Basic Cost |
| I | over 1000 | 49.50 plus \$5.00 | plus 60% of Basic Cost |

The Corporation shall have the right to classify and/or reclassify motor vehicles being used for Corporation business. Provided, however, that the employee shall have an appeal from the decision of the Corporation through grievance procedure as contained in the Union Contract.

C. TOOLS AND EQUIPMENT

Where the duties of the employees require that they carry tools and/or equipment in their privately-owned vehicles they shall be compensated for additional wear and tear to their vehicles at the rate of \$5.00 per month.

D. INSURANCE

The employee shall provide adequate commercial insurance when operating his privately-owned motor vehicle on Corporation business. The amount and type of such insurance shall be determined by the Corporation, but the public liability insurance shall not be less than \$50,000 compensation for injury to one person, and \$100,000 compensation for injury to two or more persons, with a minimum property damage of \$5,000.

The Corporation shall reimburse the employee annually for that amount of the insurance costs over and above the normal pleasure rates which is necessary because of his use of the vehicle on Corporation business.

E. NON-USE OF VEHICLE

A reduction will be made in the monthly allowance for the non-use of vehicles through holidays; being: Miles allowed per month per Category

4 X No. of weeks of holiday X 4.5¢

A reduction will be made in the monthly allowance for non-use of vehicle through prolonged sickness or mechanical failure on the basis of the same formula. Prolonged sickness shall not be less than ten working days. In exceptional circumstances a corresponding reduction may be made in the basic costs.

F. ACCOUNTING REGULATIONS

The use of any motor vehicle for Municipal business shall be first approved by the Corporation. The employee shall be required to present a monthly mileage account clearly indicating the daily mileage operated on Municipal business and the daily mileage operated for private use. These accounts are to be submitted to the Treasurer

F. ACCIDENTAL DAMAGE (continued)

within the first five days of each and every month before the previous monthly payment will be made. This regulation will apply to the operation of both employee-owned and Municipal vehicles. Employees operating Corporation vehicles shall make an assignment to the Corporation of their monthly payment, which shall be deducted from the earnings due the employee bi-weekly.

G. TYPE OF MUNICIPAL VEHICLES

The motor vehicle provided by the Corporation shall be a standard 4-door 6-cylinder Ford, or equivalent product, equipped with heater, defroster, and turning signals. The employee shall have the right to obtain a vehicle of higher standards and extra equipment, but the additional monthly cost shall be borne by the employee.

H. LEASED VEHICLES

Under special circumstances an employee may be allowed to operate a leased vehicle in the performance of his duties. The employee shall obtain the prior permission of the Corporation to use a leased vehicle in the performance of his duties and the terms and conditions of operation of the vehicle shall be the same as those for a Municipal vehicle.

I. GENERAL

The Union agrees to co-operate with the Corporation in administering this clause No. 13, A to I inclusive, in order to maintain efficiency.

The Corporation may require the employee who elects to operate a Municipal Vehicle, or who is provided with a leased vehicle, to enter into a separate agreement between the employee and the Corporation; such agreement shall not be contrary to the general principles contained in this Agreement.