

**2012 - 2013  
COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE CITY OF VERNON**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 626  
VERNON CIVIC EMPLOYEES' UNION**

**(INSIDE AND OUTSIDE WORKERS)**



**BETWEEN: THE CORPORATION OF THE CITY OF VERNON,**  
a City duly Incorporated under the Statutes of the Province of  
British Columbia  
(hereinafter called the "Corporation")

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 626,**  
**VERNON CIVIC EMPLOYEES' UNION**  
Chartered by the Canadian Union of Public Employees and  
affiliated with the Canadian Labour Congress  
(hereinafter called the "Union")

### **ARTICLE 1 – PREAMBLE**

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

- 1.01 To maintain the existing harmonious relations and settled conditions of employment between the Corporation and the Union.
- 1.02 To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages.
- 1.03 To encourage efficiency in operation.
- 1.04 To promote the morale, well-being and security of all the employees within the bargaining unit of the Union.
- 1.05 Rights of Management

Except as otherwise provided in this Agreement, the management, supervision and control of the Corporation's operation, the direction of the work force and the establishment and enforcement of rules of conduct for employees remain an exclusive management function. Any other rights of management not specifically mentioned in this Agreement and not contrary to its terms shall continue in full force and effect.

NOW THEREFORE, the Parties agree as follows:

## **ARTICLE 2 – RECOGNITION AND NEGOTIATIONS**

- 2.01 The Corporation or anyone authorized to act on its behalf recognizes the Union as the sole collective bargaining agency for its employees classified and covered by this Agreement and hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this Agreement, looking toward a peaceful and amicable settlement of any differences that may arise between them.
- 2.02 Persons not in the bargaining unit shall not work on any jobs which are presently performed by members of the bargaining unit, except:
- For the purposes of instruction or experimentation providing the act of performing the aforementioned does not reduce the hours of work or pay of any member of the bargaining unit or,
  - During emergencies when employees in the bargaining unit are not available.

## **ARTICLE 3 – NO DISCRIMINATION OR HARASSMENT**

- 3.01 The Corporation and the Union recognize that it is their responsibility to maintain a workplace conducive to freedom from discrimination and harassment.
- 3.02 The Corporation, its servants and agents agree that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, or discharge. There shall be no discrimination or harassment by reason of race, creed, age, sex, colour, mental or physical disability, national origin, political or religious affiliation, or place of residence, nor by reason of the employee's membership or activity in the Union.

## **ARTICLE 4 – MAINTENANCE OF MEMBERSHIP AND CHECK-OFF OF UNION DUES**

- 4.01 The Corporation agrees that, as a condition of continued employment by the Corporation, all employees who are now members of the Union and all employees who hereafter become members of the Union or are reinstated as members of the Union, shall maintain membership in the Union in good standing for the duration of this Agreement.

- 4.02 The Corporation agrees that it will, during the life of this Agreement, deduct from the pay of all employees covered by the bargaining union, such dues and assessments as are authorized by regular and proper vote of the membership of the Union, and to transmit the total of the amount so deducted to the Secretary-Treasurer of the Union by the 15<sup>th</sup> day of the month following, along with a list of the employees in respect of whom such deductions have been made.

#### **ARTICLE 5 – THE CORPORATION SHALL ACQUAINT NEW EMPLOYEES**

- 5.01 The Corporation agrees to acquaint new employees with the fact that an Agreement between the parties is in effect, and with the conditions of employment set out in Article 4 dealing with the Union maintenance of membership and dues check-off.
- 5.02 Collective Agreement booklets will be printed and the cost of such printing will be shared equally between the Corporation and the Union.

#### **ARTICLE 6 – NEGOTIATIONS**

##### **6.01 Negotiations Committee**

A Negotiations Committee shall be appointed and consist of not more than four (4) members of the Corporation and not more than four (4) members of the Union. The Union will advise the Corporation of its Union nominees to the Committee and it is mutually agreed that it is desirable that the Committee appointees be the same appointees as appointed in Article 26.01 – Labour/Management Committee. Each party shall have the right to have an additional member in attendance from time to time on specific subjects upon notification to the other party.

##### **6.02 Additional Representatives**

Each party to this Agreement shall have the right to have the assistance of a representative when dealing or negotiating with the other party.

##### **6.03 Meetings of Committee**

In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting date shall be arranged not later than ten (10) calendar days after the request has been made.

6.04 Function of Negotiating Committee

All matters of mutual concern pertaining to collective bargaining shall be referred to the Committee for discussion and settlement.

6.05 Time Off for Meetings

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

**ARTICLE 7 – SENIORITY**

7.01 (a) Seniority Defined

Seniority is length of service with the Corporation within the bargaining unit. Seniority shall operate on a bargaining unit wide basis except for the purpose of layoffs and recall, when it shall be divided into "Schedule A" and "Schedule B" employee groups.

(b) Same Day Seniority

For the purpose of layoff recall, promotion, vacation preference, or any other matter where same day seniority may be a factor between two or more employees, the matter of who is senior will be determined by an examination of the date of the employment application. If the matter is still not resolved, the affected employees will draw lots for determination.

(c) Any employee moving from full-time status will be able to port their seniority date to the part-time seniority list.

7.02 Seniority for New Employees

(a) All new employees shall be hired on probation. The probation period is for sixty-five (65) days worked in any twelve (12) month period from the date of hiring. The employment of such employees may be terminated at any time during this period at the discretion of the Corporation, provided the Corporation exercises its discretion in good faith and in a non-arbitrary and non-discriminatory manner.

(b) During the probationary period, employees shall be entitled to all rights and privileges as set out in this Agreement, except with respect to Sick Leave (Article 17) and Benefits (Article 22).

- (c) The probationary period may be extended by mutual agreement of the Parties; such extension will be in writing and may not exceed an additional period longer than the original period.
- (d) Upon successful completion of the probationary period, an employee shall be entered on the seniority list as of the employee's first day of work, and the employee's status shall be regarded as regular.

#### 7.03 Seniority for Part-Time Employees

Notwithstanding the provisions of Article 7.02, no seniority rights for part-time employees shall accrue until six hundred (600) hours of probation have been successfully completed.

Once a part-time employee has completed probation, the employee will have limited seniority rights for the purpose of bidding into other positions within the Corporation. The bidding rights for part-time employees will be as follows:

The seniority of part-time employees will be taken into account by the Corporation for any openings not filled by regular employees, but the Corporation is free to hire external applicants for those positions if, in the Corporation's opinion, the external applicant has better qualifications and abilities for employment within the Corporation. It is recognized that when the Corporation considers such qualifications and abilities it will take into account not only the requirements of the immediate job opening in question, but also the requirements of other jobs that an individual may reasonably be expected to advance into during the employee's career with the Corporation. It is also agreed that the Corporation must exercise its judgement in good faith and in a non-discriminatory and non-arbitrary manner.

#### 7.04 Part-Time Seniority List

- (a) Employees with the greatest seniority within their own job classification would be called first for available scheduled or emergent work.
- (b) The part-time seniority list is separate from the regular employee full time seniority list
- (c) The part-time seniority list will be set up and based on the first day worked.

#### 7.05 Seniority List

Up-to-date seniority lists shall be available to the Union and posted on all bulletin boards in January of each year, and such lists shall reflect the

seniority standing of each employee covered by this Agreement. These lists shall be subject to correction upon proper representation by the Union.

#### 7.06 Seniority During Absence

If an employee is absent from work because of sickness, accident, leave of absence approved by the Corporation or layoff, the employee's seniority shall accrue.

If a part-time employee is laid off, the employee's seniority shall accrue, based on their normal, scheduled hours of work for the past twelve (12) months.

#### 7.07 Loss of Seniority

An employee shall only lose seniority in the event the employee:

- (a) Is discharged for just cause and is not reinstated.
- (b) Resigns.
- (c) Fails to report within the seven (7) days after the issue of a registered letter as referenced in Article 8.01 (b), the seniority shall then be forfeited and the employee's name shall be struck from the seniority list unless the employee's absence was due to sickness or other just cause and the onus of proof shall be on the employee.
- (d) Shall be struck from the seniority list after a layoff of twenty-four (24) consecutive months. Continuation of benefits will cease after twelve (12) months on layoff, as outlined in Article 22.09 (b).

#### 7.08 Military Service

In the event of this country being at war, the seniority of any employee serving in the Canadian Armed Forces shall continue to accrue by reason of such service, provided the employee seeks reinstatement within ninety (90) calendar days from date of discharge. In the event that such employee is covered by superannuation, the Corporation agrees to make the regular superannuation payments on behalf of such employee during the employee's period of active service.

#### 7.09 Retention of Seniority – Non-Bargaining Unit Positions

No employee shall be transferred outside the bargaining unit without the employee's consent. Such an employee shall have the right to return to the employee's position within the bargaining unit during the employee's



probationary period (not to exceed six (6) months). Such employee shall progressively lose all seniority rights within the bargaining unit, upon confirmation in the non-bargaining unit position, at the rate of ten (10) years lost to every one (1) year completed in the exempt position.

## **ARTICLE 8 – LAYOFFS AND RECALLS**

### **8.01 Layoff**

- (a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoffs, except as otherwise mutually agreed, employees shall be laid off in reverse order of seniority.
- (b) After layoff, it shall be the responsibility of the employee to keep the Corporation and the Union informed of the employee's current contact information. All reasonable efforts shall be made by the Corporation and the Union to contact the employee in the event that a return to work is imminent. Accordingly, if contact is not possible on short notice, a registered letter will be mailed notifying the employee of a return to work. If short notice contact fails, the employee would be passed over temporarily.

### **8.02 Notice of Layoff**

- (a) The Corporation shall notify regular employees who are about to be laid off as follows:
  - (i) Schedule "A" employees – in writing one (1) month before layoff is effective.
  - (ii) Regular hourly paid employees – in writing five (5) working days before layoff is effective.
- (b) When the Corporation exercises the right of layoff it may, instead of the required notice, pay the employee the regular rate of pay equal to the un-worked period of notice required.

### **8.03 Recall**

- (a) Employees shall be recalled from layoff in order of seniority, provided they are able to perform the work available and subject to Article 7.07 (c) and 8.01 (b).

- (b) When emergent or short-term work of five (5) working days or less occurs, the Corporation may, with mutual agreement of the Union, recall employees out of "order of seniority" and the provisions of Article 8.03 (a) shall not apply. Such mutual agreement shall not be unreasonably withheld.

#### 8.04 Leave of Absence During Layoff

Employees with three (3) years or less seniority that could be subject to twenty-four (24) hours layoff notice (re: Article 8.05) may use the conditions below to exempt themselves from short term rehiring if they have secured other short term employment.

- (a) If an employee secures other short term employment the employee may request a defined term, unpaid leave of absence not to exceed three (3) months.
- (b) If a leave of absence is granted, the employee's seniority shall not accrue for the term of the leave of absence, but previous accrued seniority shall remain intact.
- (c) Any employee who is granted a leave of absence will automatically be bypassed for short term employment opportunities during the agreed to term of the leave of absence. Short term employment shall be defined as five (5) days or as mutually agreed.
- (d) Any employee who elects to be bypassed by requesting a leave of absence will have the employee's seniority date adjusted accordingly at the end of the leave of absence.
- (e) If the employee finds that the alternate short term employment will terminate sooner than the requested leave of absence, the employee may then be considered for employment during the remainder of the employee's leave of absence.
- (f) Any employee who is on a leave of absence is still eligible for any and all job posting opportunities that may arise, but the responsibility for notification and application rests with the employees.

#### 8.05 Recall for Snow Removal

- (a) Employees recalled from layoff to perform manual snow removal during the winter months may be given twenty-four (24) hour layoff notice when recalled to perform blocks of work of five (5) days or less. As per Article 8.03, employees will be recalled in order of seniority,

where possible, and the employees will be paid at the labourer's rate of pay.

- (b) As per Article 9.04, the Union will be notified of such appointments and the term of the employment.
- (c) On those days that snow removal from sidewalks needs to be undertaken on a Saturday, Sunday or Holiday, employees on layoff can be recalled. The rate of pay on these days will be the regular rate of pay. Article 14 will not apply to these circumstances.

## **ARTICLE 9 – PROMOTIONS AND STAFF CHANGES**

### **9.01 Notice of Posting**

- (a) Prior to any staff changes or promotion being made to a position covered by the terms of this Agreement, the Corporation shall notify the Union, in writing, stating the staff change or promotion intended for that position. In addition, the Corporation shall notify the Union, in writing, of the creation of, or proposed creation of, any position which will be covered by the terms of this Agreement

A notice of the position(s) shall be posted by the Corporation within five (5) working days of a position becoming vacant if said position is to be filled. If a position is not to be filled, the Corporation shall so advise the Union within five (5) working days of the position becoming vacant. Should such a position be required at a later date, the Corporation shall so advise the Union and post the position within five (5) working days of advising the Union. The notice shall be posted on all bulletin boards for a minimum of five (5) working days in order that all members of the Union will know about the position(s) and have the opportunity to make written application therefore. Such notice shall contain the following information:

- (i) Nature of the position(s)
- (ii) Required knowledge, abilities and skill
- (iii) Required qualifications (education and experience)
- (iv) Wage
- (v) Any other pertinent information.

If an employee, in writing, indicates to the employee's supervisor and secretary of the Union, prior to going on vacation or leave of absence, the employee's intent to apply for an anticipated job posting, the employee will be considered for such posting.

## Relief Employees

- (b) In order to accommodate annual vacations, maternity leave, extended absences due to approved sick leave, and any mutually agreed block of work not to exceed thirty (30) days, a definition of relief employee for regular positions is agreed to with the following terms to apply:
- (i) Minimum notice of layoff will be five (5) working days, and shall be in writing.
  - (ii) Any relief employee accumulating sixty-five (65) working days service within any two (2) year period, will be considered as a regular employee with all rights and benefits as outlined in Article 7.02 of the Collective Agreement.
  - (iii) No relief employee may be hired if a regular employee is on layoff, subject to that employee's ability to perform the work. Ability to be determined by mutual agreement of the parties. However, in such cases, if the work available is less than thirty (30) days the normal thirty (30) days layoff notice would not apply: (i) above would apply.
  - (iv) Relief employees shall receive the wage of the applicable classification for which they are relieving, plus sixteen (16%) percent in lieu of vacation, statutory holidays and all other benefits except those which may be required by law.
  - (v) Higher paying positions shall be filled by regular full time employees and relief employees will be brought in to fill the lower paying positions. Where extenuating circumstances arise, this clause may be exempted by mutual agreement by the Parties.
  - (vi) Relief employees shall not be used to prevent the use of, or take the place of regular full time employees.
  - (vii) As per Article 9.04 of the Collective Agreement, the Union will be notified of such appointments and the term of employment.

## 9.02 Lack of Work in Posted Classification

When "lack of work" occurs in a specific posted classification other than labourer, which may result in re-assignment of duties within that classification, the re-assignment of duties shall be the subject of discussion by the Labour/Management Committee and any such re-assignment shall be by

mutual agreement prior to any said re-assignment. If mutually agreed, the following conditions shall apply:

- (a) Re-assignment of duties shall require a minimum of thirty (30) days notice for Schedule "A" employees; ten (10) days notice for "Schedule B" employees; and where there is a potential for decrease in salary of greater than ten (10%) percent, notice will be negotiated by the Labour/Management Committee.
- (b) Re-assignment of duties shall be by seniority within the classification affected by the "lack of work".
- (c) The employee being re-assigned shall have the right to bump employees having less seniority, having regard for the ability to perform the duties of the job involved, and shall accept the duties of the position bumped into at the rate of pay provided for that classification.
- (d) An employee who has been re-assigned shall return to the employee's original classification when work becomes available. All employees affected in this re-assignment shall also revert back to their original classification held prior to re-assignment.
- (e) Should said re-assignment ultimately result in layoff, the layoff shall be strictly in accordance with the provisions of Article 8.01.

#### Method of Making Appointments

Both Parties recognize that job opportunities should increase in proportion to length of service. Promotions, demotions and transfers shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skill, knowledge and ability to efficiently fill the job requirements.

The successful applicant shall be placed on probation for a period of sixty-five (65) working shifts.

If probationary service has proven satisfactory, the Corporation shall confirm the employee in that position. In the event the successful applicant proves unsatisfactory in the position, during the aforementioned probationary period or requests to return to the employee's former position within twenty (20) shifts worked of the appointment, the employee shall be returned to the employee's former position without loss of seniority or previous salary. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to the employee's former position without loss of seniority or previous salary.

Appointments to be posted under Article 9.01 shall be made within ten (10) working days of the expiration of the notice, unless otherwise mutually agreed to by both Parties.

9.03 Salary/Wage Rates on Appointments

On promotion to a higher rated position, the successful applicant's wage will be the rate of pay provided for the classification.

9.04 Union Notification

The Union shall be notified, in writing, of all appointments, hirings, layoffs, re-hirings and terminations of employment.

Consistent with "**Schedule C – Part time employee**", the Union shall be notified in writing of a "Schedule A" employee who has worked five hundred and four (504) hours over a sixteen (16) week period or a "Schedule B" employee who has worked five hundred and seventy-five (575) hours over a sixteen (16) week period. Such a position will then be posted as a full-time position.

9.05 Retirement

Retirement shall be defined as an employee leaving the service of the Corporation under the following conditions:

- (a) Following attainment of the employee's minimum retirement age as established under the Municipal Pension Act; or
- (b) Upon receipt of a disability allowance in accordance with the provisions of the Municipal Pension Act; or
- (c) Upon having twenty-five years, or more of service.

All employees covered under this Agreement shall retire no later than the age of sixty-five (65) years, as prescribed by the Municipal Pension Act.

9.06 Posting of Temporary Positions and Conversions to Permanent Positions

In order to provide certainty as to the need for the posting of a temporary position during the absence of a regular employee, the following conditions will apply:

- (a) When a position is known to become vacant for a period of more than thirty (30) calendar days, and the Corporation requires that position to be filled, then

- (i) The position will be posted on a temporary basis; and
  - (ii) Articles 9.03 and 9.04 shall apply to such posting and appointment.
- (b) When a position has been filled by a temporary posting for a period of six (6) months and the employee who regularly holds that position is known to be absent for at least an additional thirty (30) days, the Corporation will post the position on a permanent basis with the following conditions:
- (i) Articles 9.03 and 9.04 shall apply to such posting and appointment.
  - (ii) Upon return of the original employee who held that permanent posting, that employee will be allowed to "bump" into that position whether the newly appointed employee has greater or less seniority than the returning employee.
  - (iii) The "bumped" employee will be required to assume his/her former position and the employee in that position will then also revert back to his/her former position. This process will continue until all affected employees have resumed their original positions.
  - (iv) If the position no longer exists, the employee will be able to exercise seniority rights to "bump" into another position for which his/she is qualified. Articles 9:03. and 9.04 will apply to this "bumping" process.
  - (v) Any subsequent employees "bumped" through this process will be able to exercise their seniority rights to "bump" into another position for which they are qualified. Articles 9.03 and 9.04 will continue to apply to this process.

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

### **10.01 Grievance Committee**

The Corporation acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members who shall be employees of the Corporation. The names of the members of such Committee shall be communicated in writing to the Corporation.

## 10.02 Permission for Shop Stewards

It is understood that the employee's shop steward shall be permitted to discuss informally with the Foreman of the Departments directly in regard to matters which may affect the welfare of the Departments as a whole.

## 10.03 Settling of Grievances

Should a dispute arise between the Corporation and any employee(s) or the Union regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:

In the event the Union has the grievance, it shall be processed at the step level appropriate with the alleged violation. However, if any employee has an individual grievance, it shall be initiated at Step 1 of the Grievance Procedure.

**STEP 1:** The aggrieved employee(s) shall submit the grievance, in writing, to the Chair of the Union Grievance Committee within thirty (30) days of the occurrence.

**STEP 2:** If the Grievance Committee of the Union considers the grievance to be justified, the employee(s) concerned, together with a member of the Grievance Committee, shall first seek to settle the dispute with the employee's supervisor or department head who shall be provided with a copy of the grievance in writing. This meeting is to be held within 40 days of the occurrence.

**STEP 3:** Failing satisfactory settlement within five (5) working days following the Step 2 meeting, the employee(s) concerned, together with the Grievance Committee, shall request a meeting and submit to the City Administrator or designate a written statement of the particulars of the complaint and the redress sought. This meeting shall be held within fifteen (15) working days following the Step 2 meeting. The City Administrator or designate shall render the Corporation's decision within ten (10) working days following the Step 3 meeting.

**STEP 4:** Failing a satisfactory settlement being reached in Step 3, the Union or the Corporation may refer the dispute to arbitration within sixty (60) working days of receipt of response from the City Administrator or designate under Step 3 of the Grievance Procedure.



Should the grievance not be referred to arbitration within the time limit specified, the grievance is deemed to be abandoned.

10.04 Replies in Writing

Replies to grievances shall be in writing at all stages.

10.05 Place of Meetings

The Corporation shall supply the necessary facilities for the grievance meetings.

10.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, or the Union, has a grievance, Steps 1 and 2 of Article 10.03 may be bypassed. All policy grievances are deemed to be filed at Step 3 of the Grievance Procedure and will follow the steps outlined in Article 10.03. A policy grievance must be filed within forty (40) days of the occurrence that led to the grievance.

**ARTICLE 11 – ARBITRATION**

11.01 Composition of Board of Arbitration

After the grievance procedure has been followed either party may request that a grievance be submitted to arbitration. The request shall be made in writing addressed to the other party of the Agreement. Within five (5) working days thereafter, each party shall name an appointee to an Arbitration Board and notify the other party of the name and address of its appointee, and these two appointees shall agree upon and name a Chair.

If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chair within five (5) working days, the appointment shall be made by the Minister of Labour or designate upon the request of either party.

11.02 Board Procedure

The Board shall determine its own procedures, but shall give full opportunity to all parties to present evidence and make representations to it. The Board shall commence its proceedings at its earliest possible opportunity after the Chair is appointed. It shall hear and determine the difference or allegation and render a decision at the earliest possible opportunity from the time the

hearing is completed. The decision of a majority shall be the decision of the Board.

#### 11.03 Decisions of the Board

The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should parties disagree as to the meaning of the decision, either party may apply to the Chair of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do at its earliest opportunity.

#### 11.04 Expenses of the Board

Each party shall pay

- (a) The fees and expenses of its appointees;
- (b) One-half of the fees and expenses of the Chair.

#### 11.05 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by consent, in writing, of the Parties to this Agreement.

#### 11.06 Witnesses

At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements shall be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Corporation's premises to view any working conditions which may be relevant to the settlement of the grievance.

#### 11.07 Single Arbitrator

Notwithstanding the foregoing, the parties may mutually agree to the appointment of a single arbitrator, who will be governed by the provisions of Article 11 the same as a three (3) person board.

## ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE

### 12.01 Procedure for Discharge or Suspension

Discharge or suspension of an employee shall be for just cause. Just cause shall not include the refusal of an employee to cross the picket line of a legal strike, or refusal to deal with any business establishment involved in a legal strike.

The City Administrator or designate, Union President, and the employee shall be advised promptly, in writing, of the reason for such pending dismissal or suspension.

- (a) An employee considered by the Union to be wrongfully or unjustly facing suspension shall be entitled to a hearing with the City Administrator or designate. Two (2) working days shall be provided to allow the preparation for such hearings and no action shall be taken against the employee before said hearing. Failing satisfactory agreement within five (5) working days of said hearing, a grievance may be filed at Step 4 of the Grievance Procedure.
- (b) Where the Corporation considers that just cause exists for dismissal of an employee, such dismissal shall not go into effect until the employee has been so notified and a period of two (2) working days has elapsed from the time of such notification. During the said period of two (2) working days, the employee concerned shall be suspended without pay and the Corporation shall review the circumstances involved. At the conclusion of the said period, the Corporation shall either proceed with the dismissal or impose a lesser penalty. In the event the Corporation finds that disciplinary action is not warranted, or that the suspension is too severe, the employee shall be reinstated with payment for such time that the employee may have lost from work as a result of having been suspended. This does not replace the Grievance Procedure.

12.02 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in the employee's former position, without loss of seniority and shall be compensated for all time lost in an amount equal to the employee's normal earnings during the preceding pay period such discharge or suspension, or by any other arrangement as to compensate which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

### 12.03 Disciplinary Action

An employee shall have a shop steward or representative of the Union executive present at any discussion with supervisory personnel in regard to written or more serious disciplinary action. If this procedure is not adhered to, all such action is deemed to be grieved and won.

### 12.04 Access to Personnel Files

The Corporation agrees that all employees will have access to their personnel files and may review same in the presence of the Human Resources manager or designate. To obtain access to the employee's personnel file, the said employee will forward the appropriate request in writing to the Human Resources manager who will deal with the said request within a reasonable time. Any employee may respond in writing to any report on their personnel file and such response will become a part of the file.

## **ARTICLE 13 – HOURS OF WORK**

### 13.01 Normal Work Day – Normal Work Week

The normal work day and the normal work week shall be:

#### (a) Schedule A Employees

A normal shift shall consist of seven (7) hours of work between the hours of 7 a.m. – 5 p.m. and the normal work week shall be from Monday to Friday inclusive.

#### (b) Schedule B Employees

A normal shift shall consist of eight (8) hours of work between the hours of 7 a.m. – 5 p.m. and the normal work week shall be Monday to Friday inclusive.

### 13.02 Exemptions to Normal Work Day, Normal Work Week, and Other Conditions of Employment

In order to carry on the service of the Corporation, it is recognized that certain exemptions to the normal work day and the normal work week, as defined in Article 13.01 are necessary. Such exemptions, the hours and days of work, and any other special conditions of employment applicable to the employees shall be as set out below or as mutually agreed to by both parties.

(a) By-Law Enforcement Division

The normal work shift shall consist of a scheduled period of seven (7) consecutive hours of work between the hours of 7:00 a.m. and 1:00 a.m. The normal work week shall consist of five (5) such days scheduled consecutively comprising not more than thirty-five (35) hours of work.

(b) Water Reclamation Division and Water Division

The normal work shift shall consist of a scheduled period of eight (8) hours of work between the hours of 7:00 a.m. and 5:00 p.m. The normal work week shall consist of five (5) consecutive worked shifts followed by two (2) consecutive days off.

An alternate work week for such employees shall consist of:

- The shifts are Monday to Friday, 7:00 a.m. – 4:00 p.m. except when required on a rotational basis to be on a standby when an employee will be designated to work a block of ten (10) shifts including seven (7) days of standby. Such block will be preceded by three (3) days off and followed by three (3) days off; or
- Ten (10) such work shifts scheduled consecutively and followed by four (4) consecutive days off.

(c) Parks and Recreation

Work schedules for the Parks and Recreation Department requiring employees to work other than a normal work week, shall be prepared and submitted to the Labour/Management Committee for approval.

(d) Fleet and Facilities Division (Fleet Maintenance Staff only)

The normal work shift shall consist of a scheduled period of eight (8) consecutive hours of work between the hours of 7:00 a.m. and 12:00 a.m. The normal work week shall consist of five (5) such days scheduled consecutively, Monday through Saturday, comprising not more than forty (40) hours of work.

(e) Committee Clerk Duties

- (i) When a council appointed Committee meeting has been scheduled for after hours, the hours of work that day shall be

varied with a later start time to accommodate a seven (7) hour work day concluding later than 5:00 p.m.

- (ii) All hours will be paid at the regular rate, however Article 19.04 will apply to hours worked after 7:00 p.m.

(f) General Conditions

Employees covered by this Agreement in departments other than those above, who are required to work other than a normal work week, shall have the schedule prepared and submitted to the Labour/Management Committee for approval.

13.03 No Split Shifts

- (a) No seven (7) hour work day for Schedule "A" employees shall be spread over a period longer than eight (8) hours, including not more than one (1) hour off for lunch.
- (b) No eight (8) hour work day for Schedule "B" employees shall be spread over a period longer than nine (9) hours, including not more than one (1) hour for lunch.

13.04 Minimum Hours – Part-Time Employees

- (a) In the event of an employee starting work in any day and being sent home before the employee has completed four (4) hours, the employee shall be paid for four (4) hours. In the event that an employee reports for work, but is sent home before commencing work, the employee shall be paid for two (2) hours at regular rates.
- (b) All employees working in the Aquatics area will be paid as Lifeguards/Instructors at the rates shown on Schedule "A". Employees shall work and be paid a minimum of two (2) hours, except:
  - (i) Those employees involved in the Aquapercept and Aquadapt programs who will work and be paid for one (1) hour only, providing scheduling cannot be otherwise arranged.
  - (ii) Those employees involved in a swim instructional program of at least five (5) consecutive sessions who will work and be paid for one (1) hour only, providing scheduling cannot be otherwise arranged.

### Shift Scheduling: Part-Time Hourly Recreation/Arena/Concession Staff

Shift scheduling of employees shall be drafted to meet the following requirements:

- (a) No period of work of less than two (2) hours duration shall be scheduled. In the event an employee is required for a period of less than two (2) hours, the employee shall nevertheless be paid for a full two (2) hours for that shorter period, provided the employee is available for the full two (2) hours scheduled.
- (b) It is mutually agreed that split shift operations are to be avoided where possible; however, the nature of recreation duties is such as to necessitate recourse to this type of scheduling in a modified form:
  - (i) No eight (8) hour period of scheduled work shall spread over a period greater than twelve (12) hours.
  - (ii) No six (6) hour period of scheduled work shall spread over a period greater than eight (8) hours.
  - (iii) No four (4) hour period of scheduled work shall spread over a period greater than six (6) hours.
- (c) Where an employee is required to work a shift that has not been scheduled, it shall be by agreement with the employee and shall not be considered a condition of employment.

### 13.05 Rest Periods

- (a) Employees shall be permitted a paid fifteen (15) minute rest period in the first half of the work day and a second such rest period in the second half of the work day.
- (b) An employee who is on overtime callout shall be entitled to a paid fifteen (15) minute rest period after each completed two (2) hours of overtime work, provided such work is to extend for a period of time in excess of the said two (2) hours.
- (c) An employee who is required to remain at work following the end of the employee's normal work day shall be entitled to a paid thirty (30) minute meal break at the completion of two (2) hours of overtime work provided that such overtime work is to extend for a period in excess of the two (2) hours.

## Rest Period – Part-Time Employees

Rest and break period shall be as follows:

### Under four (4) hours worked

No rest period.

### Four (4) to five (5) hours worked

One (1) paid fifteen (15) minute rest period.

### Over five (5) hours but under seven (7) hours worked

One (1) meal break consisting of at least fifteen (15) minutes paid time and fifteen (15) minutes unpaid time.

### Seven (7) to eight (8) hours worked

One (1) paid fifteen (15) minute rest period in the first half of the day;  
one (1) unpaid meal break of at least one half (½) hour;  
one paid fifteen (15) minute rest period in the second half of the day.

Meal breaks will be paid if the employee is required to stay in the facility.

Rest periods and meal breaks will be permitted as listed above for regular shifts and for split shifts scheduled with one (1) hour or less between shifts.

Rest periods and meal breaks should be scheduled as close as possible to the mid-point to the shift.

## 13.06 Shifting General

Regular employees receiving changes to their shift shall receive a minimum of five (5) days written notice of such change, except in emergency situations where the Union must be notified of the circumstances involved. At that time, a mutually agreeable decision will be made regarding the commencement of shift and/or overtime compensation involved. An employee may waive all or part of the five (5) day notice period at the employee's option. The Union is to be advised of any such waiver, prior to implementation.

## **ARTICLE 14 – OVERTIME AND “IN LIEU” TIME**

### 14.01 Overtime Defined

All time worked beyond the normal scheduled work day and the normal scheduled work week, or on a holiday, at the request of the Management, shall be deemed as overtime.



#### 14.02 Overtime – Normal Work Day

All work in excess of seven (7) hours per day for Schedule "A" employees and eight (8) hours per day for Schedule "B" employees shall be paid for at time and one-half (1½ X) the regular hourly rate for the first hour of overtime, and double (2X) the regular hourly rate thereafter.

#### 14.03 Overtime – Normal Work Week

All time worked after normal weekly hours shall be paid for at double (2X) the regular rate of pay for those hours in excess of the normal hours in any one (1) week.

#### 14.04 Overtime – Holidays

Any employee who is required to work on a holiday shall be paid at the rate of double (2X) the regular rate of pay for every hour worked in addition to the employee's regular holiday pay.

#### 14.05 Overtime – Call Out

An employee called out to work outside normal scheduled working hours shall be paid at double (2X) the regular rate of pay; and shall be paid for a minimum of two (2) hours.

The two (2) hour minimum pay as it applies to that employee shall include all additional call outs occurring within the two (2) hour period from the commencement of the first call out.

#### 14.06 Early Start Overtime

No employee shall be sent home during a normal scheduled work day to compensate for early start overtime. An employee required to work before the commencement of the employee's normal work day shall be paid the overtime rate of double time (2X) for the period up to the commencement of the normal work day. The provisions of Article 19.04 – Differential Pay shall not apply. Employees have the right to quit work after eight (8) consecutive hours of work.

Notwithstanding the foregoing, where the immediate supervisor presents evidence to the employee working under these conditions that he/she may risk injury to him/herself or others, the employee may be sent home without further pay.

14.07 Overtime Authorization

There shall be no overtime worked without prior management authorization.

14.08 Overtime Part-Time Recreation Employee

Overtime shall not apply to part-time hourly Recreation employees and Recreation/Arena/Concession staff as listed in Schedules "A" and "B"; instead the following shall apply:

All time worked at the request of management beyond the normal work day shall be deemed to be overtime.

Overtime shall be paid for at the rate of time and one-half (1½X) for the first hour immediately following a normal work day and double (2X) time thereafter.

14.09 Employee's Election of Payment Method

An employee working overtime for which the employee is entitled by the terms of Articles 14.01 – 14.07 shall elect to be paid for such overtime in accordance with the following:

(a) Such overtime to be paid for at the appropriate overtime rate;

- OR -

(b) The option to receive time off in lieu.

Election of method of payment shall be made by the employee at the time the overtime is reported.

14.10 Scheduling of In Lieu Time Off

(a) Request for in lieu time off shall be made at least five (5) working days prior to the desired period of time off, except for sickness or emergency. The Corporation shall have the right to defer a request for in lieu time off.

(b) The Corporation shall have the right to limit days off to five (5) days any time an employee has accumulated over five (5) days in lieu time.

(c) Regular scheduled vacations shall take precedence over in lieu time.

14.11 General

- (a) All in lieu time compensation, either for time off or payments in lieu thereof, shall be based on the actual wage rate of the employee at the time the in lieu accruals were earned.
- (b) An employee may request payment for outstanding in lieu credits at any time, subject to the Payroll Department receiving two (2) weeks advance notice.
- (c) All in lieu time accumulated must be taken not later than twelve (12) months from the date earned.
- (d) Payout of in lieu time outstanding more than twelve (12) months will be made on June 30th and December 31st, respectively, in each year.

**ARTICLE 15 – GENERAL HOLIDAYS**

15.01 General Holiday Entitlements

- (a) All employees subject to 15.03 shall be entitled to the following general (public) holidays with pay:

New Years Day	Canada Day	Remembrance Day
Good Friday	British Columbia Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

An any other day proclaimed or declared by the Federal, Provincial or Municipal Government as a holiday.

- (b) In order to better carry out the services of the Parks and Recreation Department, the parties agree to the following:

All Parks and Recreation facilities will be closed on Easter Sunday and for those employees affected, Sunday shall be considered as the general holiday for Easter Monday.

15.02 When Holidays Fall on a Non-Working Day

Where a general holiday falls on an employee's regular day off, the working day either preceding or following their regular day off will be taken as the general holiday.

### 15.03 Qualification for General Holidays

An employee shall NOT qualify for a general holiday where:

- (a) An employee has not earned wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the general holiday

- OR -

- (b) A general holiday occurs in the employee's first thirty (30) days of employment.

## **ARTICLE 16 – VACATION ENTITLEMENT**

### 16.01 Vacation Year – Definition of

The term "vacation year" as used in this Agreement shall mean the twelve (12) month period running from January 1<sup>st</sup> to December 31<sup>st</sup>.

### 16.02 New Employees

Effective the first of the calendar year following the year an employee enters service with the Corporation, the employee shall be entitled to annual vacations in accordance with the following schedule:

- (a) Accumulated service from date of entering service to December 31<sup>st</sup>, ten (10) complete months or more – fifteen working days.
- (b) Accumulated service at December 31<sup>st</sup> of less than ten (10) complete months – one and one quarter (1¼ ) days for each complete month of service.

### 16.03 Anniversary Date

On December 31<sup>st</sup> of each year, employees are credited with an anniversary date, regardless of when employment commenced in the previous twelve (12) months (i.e. – employed December 1<sup>st</sup>, 2003 = anniversary credit of two (2) years as of December 31<sup>st</sup>, 2004).

16.04 Payment for vacation shall be at the employee's rate of pay at the time the employee takes vacation.

16.05

Anniversary at the end of the vacation year	Entitled to a paid vacation as follows:	
	Weeks	or Days
1 through 9	3	15
10 through 14	4	20
15 through 19	5	25
20 + over	Add one additional day per year to a maximum of 30 days	

16.06 Employees on Layoff

- (a) Employees who have earned seniority and have been laid off shall be paid for annual vacations as per Article 16.04 at the time of layoff;

- OR -

If the employee so elects, earned annual vacation credits may be held for use as vacation pay during the following year as per 16.06 (b).

- (b) Employees who have been laid off and have been subsequently re-employed shall accrue vacation seniority from previous employment. "Vacation entitlement" shall be as per Article 16.02 and 16.05, with "anniversary date" being the determining factor.

16.07 Termination of Employment

Employees who have resigned or whose services have been terminated and have not either earned or taken their vacation entitlement as covered in Article 16.02 or 16.05 shall be paid for annual vacations in accordance with the "Employment Standards Act".

The rate of pay shall be as follows:

1 year to 9 years employment	6% of annual earnings
10 years to 14 years employment	8% of annual earnings
15 years to 19 years employment	10% of annual earnings
20 years to 24 years employment	10% + .4% annually
25 years and over	12% of annual earning

#### 16.08 Scheduling Vacations

- (a) Annual vacations shall be arranged mutually so as to cause minimum interruption of service. Seniority shall prevail in the choice of the annual vacation provided the employee submits the employee's vacation choice by March 31<sup>st</sup>. The Corporation shall post the vacation schedule by May 1<sup>st</sup> of each year.
- (b) Vacation entitlements shall be taken by the end of the calendar year immediately following the year in which they were earned, as per Article 16.01. The Corporation may allow an accumulation of vacation credits to an employee requesting such consideration in writing, showing good and sufficient cause. Such request is to be submitted to the supervisor or Department Head and approved by the Corporation.

#### 16.09 Vacation on General or Declared Holiday

When a general or declared holiday falls during an employee's annual vacation period, the employee shall be granted one additional day of vacation for each such holiday.

### **ARTICLE 17 – SICK LEAVE PROVISIONS**

#### 17.01 Sick Leave Defined

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

#### 17.02 Amount of Sick Leave

After the three (3) month probationary period is completed, sick leave shall be granted to employees on the basis of one and one-half (1½) days for every month of service with the Corporation, cumulative to a maximum of one hundred fifty (150) working days.

#### 17.03 Proof of Illness

An employee may be required by the Corporation to produce a certificate from a duly qualified medical practitioner for any illness, certifying that such employee is unable to carry out the employee's duties due to illness.

#### 17.04 Sick Leave During Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Corporation upon expiration of such period of absence, the employee shall not receive sick leave credit for the period of such absence, but shall receive the employee's cumulative credit, if any, existing at the time of such leave or layoff.

#### 17.05 Sick Leave Without Pay

Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted; such leave shall be granted to a maximum of six (6) months, and any extension thereafter shall be by mutual agreement of the parties hereto. Any such extension will be limited to a maximum of twelve (12) months.

#### 17.06 Sick Leave Records

A record of all unused sick leave will be kept by the Corporation for the purpose of a retirement and severance fund. Immediately after the close of each calendar year, an employee may upon written request review his/her records of the Corporation to verify that the accumulated sick leave is correct.

Any employee is to be advised, on application to the Human Resources Division, of the amount of sick leave accrued to the employee's credit.

#### 17.07 Retirement and Severance Fund

- (a) Any employee who has been employed by the Corporation continuously for a period of five (5) years shall, after five (5) years and up to and including twelve (12) years, upon leaving the employ of the Corporation, be paid for one-third (1/3) of accumulated sick leave up to a maximum of sixty (60) days, except in the case of dismissal for just cause.
- (b) Any employee who, has been employed by the Corporation continuously for a period of twelve (12) years or more shall, upon leaving the employ of the Corporation, be paid for one-third (1/3) of accumulated sick leave up to a maximum of one hundred fifty (150) days, except in the case of dismissal for just cause.

#### 17.08 Sick Leave While on Holidays

An employee who is hospitalized or becomes seriously ill (doctor's certification required) while on vacation shall be entitled to cancel the remainder of the employee's holidays and apply any further subsequent absence against the employee's sick leave. Application for such cancellation shall be made to the City Administrator or designate. Approval shall not be granted for three (3) consecutive working days or less.

#### 17.09 Bereavement Leave

- (a)
  - (i) An employee shall be granted leave not to exceed five (5) working days in the case of the death of a parent, brother, sister, niece, nephew, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, similar step relationships and current foster children and foster parent relationships, and that such leave is considered to include travel time.
  - (ii) An employee shall be granted leave not to exceed ten (10) working days in the case of the death of a spouse, son or daughter.

All such leave shall be deducted from the employee's accumulated sick leave; however, in the event an employee has not sufficient sick leave entitlement, such leave shall be without pay. Requests for the above leave shall be submitted to the Department Head with subsequent approval by the City Administrator or designate.

- (b) An employees may be granted leave of up to one-half ( $\frac{1}{2}$ ) day without loss of pay in order to attend a funeral as pallbearer or mourner, provided that prior approval has been obtained from the supervisor or Department Head.
- (c) Should an employee be on vacation at the time a bereavement occurs, the employee shall have the option of converting to bereavement leave upon approval of the City Administrator or designate.

### **ARTICLE 18 – LEAVE OF ABSENCE**

#### 18.01 Union Business

The Corporation agrees that where permission has been granted by the Corporation to representatives of the Union to leave their employment



temporarily in order to carry on negotiations with the Corporation or with respect to a grievance, they shall continue to accrue seniority and suffer no loss of pay for time so spent.

#### 18.02 Union Conventions

Leave of absence without pay and without loss of seniority shall be granted upon request to the Corporation to employees elected or appointed to represent the Union at Union conventions. The bargaining unit covered by this Agreement shall be restricted to four (4) delegates per convention and, further, be limited to ten (10) working days per delegate, per annum.

#### 18.03 Leave for Union Officers

Any employee who is elected for a full time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority by the Corporation for a period of one (1) year. Such leave shall be renewed each year during the employee's term of office.

#### 18.04 Education Leave

In addition to the leave allowed under Article 18.03, at the request of the Union and by mutual agreement between the Corporation and Union, leave of absence without pay and without loss of seniority will be granted to employees to attend bona fide meetings and educational seminars of the Canadian Union of Public Employees, or other trade union bodies with which the Union is affiliated. Such approval will be granted only when the Union is responsible for all associated costs.

#### 18.05 General Leave

The Corporation may grant leave of absence without pay and without loss of seniority to a maximum of twelve (12) months to any employee requesting such leave in writing, showing good and sufficient cause. Such request to be submitted to the supervisor or Department Head and approved by the Corporation.

#### 18.06 Maternity and Parental Leave

- (a) A pregnant employee who requests leave under this Article is entitled to up to seventeen (17) consecutive weeks of unpaid leave:

- (i) beginning
  - no earlier than eleven (11) weeks before the expected birth date, and
  - no later than the actual birth date, and
- (ii) ending
  - no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
  - no later than seventeen (17) weeks after the actual birth date.
- (b) An employee who requests leave under this Article after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
- (d) A request for leave must:
  - (i) be given in writing to the Corporation,
  - (ii) if the request is made during the pregnancy, be given to the Corporation at least four (4) weeks before the day the employee proposes to begin leave, and
  - (iii) if required by the Corporation, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (e) A request for a shorter period under subsection (1)(b)(i) must:
  - (i) be given in writing to the Corporation at least one (1) week before the date the employee proposes to return to work, and
  - (ii) if required by the Corporation, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

(f) Parental Leave

An employee who requests parental leave under this Article is entitled to:

- (i) for a birth mother who takes leave under paragraphs 1-5 above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under the above unless the Corporation and employee agree otherwise.
  - (ii) for a birth mother who does not take leave under paragraph 1-5 above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
  - (iii) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
  - (iv) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- (g) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under paragraph (6).
- (h) A request for leave must:
- (i) be given in writing to the Corporation
  - (ii) if the request is for leave under paragraph (6) (a) or (b), be given to the Corporation at least four (4) weeks before the employee proposes to begin leave, and
  - (iii) if required by the Corporation, be accompanied by a medical practitioner's certificate or evidence of the employee's entitlement to leave.
- (i) An employee's combined entitlement to leave under this Article is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under paragraph (3) or (7) of this Article.

(i) Protection During Maternity Leave

Maternity leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy.

The Corporation shall not deny the pregnant employee the right to continue employment during the period of pregnancy, so long as the pregnant employee is able to perform all of the functions of the employee's job specifications. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee shall be entitled to transfer to another position, provided the employee is capable of performing the work and is otherwise entitled thereto by virtue of seniority, so long as a vacancy exists in another position. Should another position not be available, the pregnant employee shall be entitled to leave of absence under the provisions of this Article and any other applicable Articles of the Collective Agreement.

(ii) Maternity – General

The period, or periods, of absence authorized by the foregoing paragraphs shall be designated Maternity Leave and such leave shall be granted without pay and without loss of seniority or medical benefits pursuant to Articles 22.02, 22.04, and 22.05.

(iii) Maternity – Replacement

Any replacement for an employee qualifying under this Article shall be considered a temporary employee under the terms of this Agreement.

(iv) Procedure Upon Return from Maternity and/or Parental Leave

When an employee decides to return to work after the leave, the employee shall provide the Corporation with at least two (2) weeks notice. On return from the leave, the employee shall be placed at least in the employee's former position. If the former position no longer exists, the employee shall be placed in a position in the employee's department of equal rank and value at the same rate of pay.

18.07 Compassionate Leave

An employee may be granted leave not to exceed five (5) working days to provide for emergency family situations other than death. All such leave shall

require the approval of the City Administrator or designate, and shall be deducted from the employee's sick leave accrual.

18.08 Jury Duty or Court Witness

(a) Jury Duty

Any employee serving as a juror shall sign over the jury pay to the Corporation and the employee shall receive from the Corporation, in lieu thereof, pay at the employee's regular rate (not to exceed the employee's normal workday) for the time for which the jury pay applies.

(b) Court Witness

Any employee required to serve as a court witness as a result of the employee's employment with the Corporation shall sign over the court witness pay to the Corporation and the employee shall receive from the Corporation, in lieu thereof, pay at the employee's regular rate (not to exceed the employee's normal workday) for the time for which the court witness pay applies.

**ARTICLE 19 – PAYMENT OF WAGES AND ALLOWANCES**

19.01 Salary and Wage Rates – Pay Periods

The Corporation shall pay salaries and wages in accordance with Schedules "A" and "B" every second Friday. All Schedules are attached hereto and form part of this Agreement. Each employee shall be provided with an itemized statement of the employee's wages and deductions on every second Friday, or as required for clarification of pay records.

19.02 Pay During Temporary Position Transfers

- (a) In the event of an employee being temporarily absent for reasons of sickness, injury, leave of absence or holidays, the employee taking that person's position shall be, when reasonably feasible, the employee designated as spare man for that absent employee's position, and said employee shall receive the same rate of pay as the position calls for in this Agreement, providing such rate is not less than the employee's existing rate of pay.
- (b) Pay rates for temporary relief of supervisors (not to exceed thirty (30) consecutive working days) shall be as agreed to by the Labour/Management Committee.

### 19.03 Leadhands

A leadhand shall do the same work as other employees but shall, in addition, supervise that group of employees.

A leadhand shall receive a differential of one dollar (\$1) per hour in addition to the employee's regular rate of pay or one dollar (\$1) per hour in addition to the highest rated employee supervised by him/her, whichever is the greater, when placed in this capacity by Management for short term or special projects.

It is also agreed that when a work party consists of five (5) employees or more, one employee shall be designated as Leadhand.

### 19.04 Shift Premium

A premium shift is defined as any shift that commences or ends between the hours of 7:00 p.m. in one day and 7:00 a.m. the following day. An employee shall receive a premium of fifty (50¢) cents per hour for all scheduled hours worked on a premium shift.

An employee shall receive a premium of one dollar (\$1) per hour for scheduled Saturday and/or Sunday work.

No premium rates will be applied to overtime rates. Premium rates will not be allowed to pyramid.

### 19.05 Exemption from Shift Premium

Part-time hourly Recreation/Arena/Concession staff as listed in Schedule "B" shall not be entitled to shift premium.

### 19.06 Job Change Pay Rates

If an employee is transferred to a higher rated position during the course of the day, the employee shall receive the higher rate for the time worked at the higher rated position.

### 19.07 First Aid Attendant Premium

An employee who has been appointed by the Corporation to act as a designated First Aid Attendant at one of the employee's worksites shall be paid a premium of fifty (50¢) cents per hour for each shift worked.

In addition, another employee at the City Yards shall be designated to be the First Aid Attendant when the First Aid Attendant is absent either through

illness or vacation, or other leave. During the period that the alternate is performing the First Aid Attendant duties, that person shall receive the aforementioned premium; and the appointed First Aid Attendant shall not receive the premium pay.

In addition to the employee's regular duties all designated First Aid Attendants will be responsible for the First Aid Attendant duties as required by the Corporation and/or the Workers' Compensation Act. The employee shall maintain First Aid Certification while appointed in this capacity, and the maintenance or non-maintenance of this Certification shall not be considered as a condition of the employee's primary employment.

#### 19.08 Employee Certification

The Corporation shall pay the cost of maintaining an employee's certification and/or membership that is a requirement of his/her current position.

#### 19.09 On-Call Supervision

- (a) The Corporation will have the sole discretion as to who will be chosen as on-call supervisors (OCS).
- (b) The OCS will be scheduled for one (1) week at a time. OCS personnel will be allowed to trade-off days in the event family functions or holidays conflict with their on-call week. It will be the OCS' responsibility to ensure that the week is covered and that management is made aware of who is on-call.
- (c) The OCS will deal with most situations, however there will be occasions when a manager should be called out. The OCS will make this determination.
- (d) The OCS is expected to deal with incidents by calling out other personnel. If the description of the incident is unclear, then it is expected that the OCS will undertake a site visit to determine the exact nature of the incident. This will be classified as a regular call-out at the OCS' normal rate of pay.
- (e) Any phone call received between 12:00 a.m. and 5:00 a.m. will also be classified as a normal call-out for the OCS.
- (f) The Corporation will provide adequate instruction/training in procedures and protocol for emergency response. The OCS will be supplied with a pager, cell phone, yard keys, vehicle and any other equipment deemed appropriate during the week on-call.

- (g) The Corporation will pay a weekly standby fee based on the following table. Any call-outs will be paid as per the existing Article 14.05.

Jan 1/07	Jul 1/07	Jan 1/08	Jul 1/08	Jan 1/09	Jul 1/09	Jan 1/10	Jul 1/10	Jan 1/11
\$415.80	\$429.11	\$435.97	\$442.95	\$450.03	\$457.23	\$464.55	\$471.98	\$487.09

**19.10 Special Clothing Allowance – Bylaw Staff**

- (a) The Corporation shall provide each Regular Bylaw Officer, who is required by the Corporation to wear a uniform, with standard issued, Corporation owned, uniforms. The cost of the uniforms will be borne by the Corporation.

The uniform clothing shall consist of the following:

- 5 shirts
- 2 pairs long pants
- 2 pairs short pants
- 1 each – ball cap or sun hat, toque and winter hat
- 1 ran/summer jacket
- 1 fleece/winter jacket
- 1 winter sweater
- 4 pair standard issue socks

The supply of clothing shall be subject to determination of necessity by the Bylaw Enforcement Manager with the right of appeal to the Labour/Management Committee.

- (b) The Corporation shall provide each Regular Bylaw Officer who is required to wear a uniform, with an annual allowance of \$225 per year to offset reasonable costs associated with the cleaning and maintenance of the uniform.

**ARTICLE 20 – SUPPLEMENTATION OF COMPENSATION AWARD**

20.01 An employee prevented from performing regular work with the Corporation on account of an occupational accident that occurs in the course of work with the Corporation and that is recognized by the Workers' Compensation Board (WCB) as compensable within the meaning of the Workers' Compensation Act shall elect, in writing, to be paid for such leave in accordance with the following:



- (a) Continue to be paid regular "take home" pay that the employee would have received had the employee not been absent. The difference between the regular gross salary and the WCB compensation will be deducted from the employee's sick leave entitlement.

Such supplementation shall be payable until the sooner of:

- (i) The employee reaching pensionable age; or
- (ii) The employee reaching the full age of sixty-five (65) years; or
- (iii) The WCB certifying that the employee is able to return to work; or
- (iv) The employee is granted a permanent pension by the WCB for either partial or total disability; or
- (v) The expiration of the employee's sick leave entitlement.

- OR -

- (b) Receive the WCB cheque only.

## **ARTICLE 21 – JOB CLASSIFICATION**

### 21.01 New or Changed Classifications

If a new position is created, or the duties of an existing position are materially changed, and for which no classification exists, the band and classification shall be established in accordance with the Job Evaluation Process which is attached hereto and forms part of this agreement as Schedule D.

### 21.02 Job Classification

Either management or the union may submit a request for Position Re-classification or re-evaluation. Such request is to be in accordance with the Job Evaluation Process in Schedule D.

### 21.03 New Classifications

The Corporation will submit all new classifications to the Job Evaluation Committee for evaluation. If within thirty (30) calendar days of such written request and following referral to the Labour/Management committee, mutual agreement cannot be reached, the difference will be referred to arbitration under the provisions of Article 11. Any change in the rate resulting from the

evaluation between the Parties or following reference to arbitration shall be retroactive to the date when the new classification was instituted.

#### 21.04 Change in Classification

If the Corporation or the Union believe the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or Band, either Party may request the Job Evaluation Committee to review the classification. If within thirty (30) calendar days of such written request and following referral to the Labour/Management committee, mutual agreement cannot be reached, the difference will be referred to arbitration under the provisions of Article 11. Any change in rates resulting from the review or following reference to arbitration, shall be retroactive to the date of the original written request.

#### 21.05 Abandonment

If either party does not refer any difference as outlined in Articles 21.03 or 21.04 to arbitration within thirty (30) calendar days, then the matter shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

#### 21.06 Extension of Time Limits

The time limits referred to in this Article may be extended by mutual agreement of the Parties in writing.

### **ARTICLE 22 – BENEFITS**

#### 22.01 Pension Plan

Employees shall participate in the existing Municipal Pension Plan in accordance with the terms of the Plan and in any future Plan that may be entered into by mutual agreement by the parties hereto.

#### 22.02 Medical Insurance

The Corporation shall contribute one hundred (100%) percent of the premiums of the recognized Medical Plan for all regular employees. In the case of absence for illness, the Corporation's contribution will be paid for a maximum of six (6) months from the commencement of illness and any extension thereafter shall be by mutual agreement of the parties hereto.

#### 22.03 Group Life Insurance and Accidental Death and Dismemberment

Group Life Insurance and Accidental Death and Dismemberment shall be provided for each eligible employee with the Corporation paying fifty (50%) percent of the regular premium. The amount of Group Insurance shall be forty thousand (\$40,000.) dollars, plus Double Indemnity Accidental Death and Dismemberment.

#### 22.04 Dental Plan

The Corporation shall participate in a mutually agreed Dental Plan with the Corporation paying one hundred (100%) percent of the regular monthly premium.

- (i) Basic Dental Services (Plan A) - Plan pays one hundred (100%) percent of approved schedule of fees plus recall exam scheduled at six (6) months.
- (ii) Prosthetics, Crowns and Bridges (Plan B) – Plan pays seventy-five (75%) percent of approved schedule of fees.
- (iii) Orthodontics (Plan C) – Plan pays fifty (50%) percent coverage to a lifetime maximum of three thousand (\$3,000.) dollars for adults and dependent children.

#### 22.05 Extended Health Benefits Plan

The Corporation shall participate in a mutually agreed Extended Health Benefits Plan at no cost to the employee.

This Extended Health Benefit Plan shall include:

- (i) Eyewear coverage to a maximum of five hundred (\$500) dollars per twenty-four (24) months per adult, five hundred (\$500) dollars per twelve (12) months for dependent children with a twenty-five (\$25) dollar deductible.
- (ii) Paramedical coverage to a maximum of one thousand five hundred (\$1,500) dollars per annum with eighty (80%) percent coverage.
- (iii) Drugs – A pay direct card shall be provided with eighty (80%) percent coverage with a twenty-five (\$25) dollar annual deductible.

#### 22.06 Long Term Disability

A mutually agreed long term disability plan shall be provided for each eligible employee and the plan shall be paid one hundred (100%) percent by the employee.

#### 22.07 Sick Bank Policy

Each permanent employee shall contribute a sufficient number of days from the employee's accumulated sick leave for the purpose of establishing a Sick Leave Bank and thereafter each permanent employee shall contribute annually a sufficient number of days to maintain such Sick Leave Bank provided that in no case shall an employee be required to contribute more than five (5) days annual sick leave in any one (1) calendar year, nor shall the contribution collectively result in an accumulation of more than five hundred (500) days.

The Sick Leave Bank shall be controlled by an Executive Board consisting of two (2) Union representatives and two (2) Corporation representatives. Union representation on the Board shall be the President and the 1<sup>st</sup> Vice-President.

To assist the Board in the deliberations, it is agreed that sick leave records shall be made available upon request.

#### 22.08 Conditions Pertaining to Entry Into and Use of the Sick Bank

- (a) A permanent employee shall have an accumulation of twenty (20) sick days accrued to qualify for entry into the Sick Bank, at which time a sufficient number of days shall be deducted and transferred to the Bank.
- (b) No allotment from the Sick Leave Bank shall be approved unless and until the employee concerned has exhausted the employee's entire annual and accrued sick leave.
- (c)
  - (i) A permanent employee who has membership established in the Bank shall be subject to a mandatory waiting period of five (5) days prior to the commencement of an allotment from the Sick Leave Bank
  - (ii) Generally, an employee's personal sick leave accrual may be used to absorb any part, or all, of the mandatory waiting period and thus avoid the five (5) days loss of pay. The Board may

consider waiving the waiting period, but only in extenuating circumstances.

- (d) Application for an allotment from the Sick Bank made by a permanent employee who has suffered a serious illness or who has suffered a major injury shall be submitted to the Board and shall be subject to the approval of said Board.
- (e) The number of days of sick leave to be allotted from the Sick Leave Bank shall be determined by the Board, but in no case shall such allotment combined with sick leave accrual exceed one hundred and thirty (130) working days in respect of each serious illness.
- (f) A doctor's certificate shall be required when making application to the Bank, said certificate to be at the applicant's expense. Should a second doctor's opinion be requested by the Board, application may be made to Local 626 to cover the additional cost to the applicant.
- (g) There shall be no fractional sick leave days donated to the Bank or withdrawn from the Bank, with the exception of Workers' Compensation make-up.
- (h) All sick leave allotments from the Sick Leave Bank shall terminate upon layoff.
- (i) The following special conditions shall apply with respect to and during the agreed term that the "Sick Bank" policy is in effect.
  - (i) There shall be no holiday or sick leave accrual while absent on sick leave from the Bank.
  - (ii) While absent on sick leave from the Bank, statutory holidays shall be considered as a regular sick day and will be charged to the Bank.

#### 22.09 General Principles

The following principles shall apply to the foregoing welfare benefits:

- (a) Participation in the aforementioned plans shall be mandatory upon completion of three (3) months probation and being entered on the seniority list.
- (b) In the event of layoff, benefits other than the Sick Leave Bank may be continued at the discretion of the employee for a period of twelve (12)

months upon making arrangements to pay the full premium for each specific benefit.

- (c) During approved leave of absence, coverage may continue for Group Life and Accidental Death and Dismemberment for up to one (1) year provided the full cost of premiums are paid to the Corporation.

#### 22.10 Part-Time Access to Benefits

Part-time employees who work an average of twenty (20) or more hours per week, averaged over a three (3) month period of employment, shall have a one-time option, at the cost of the Corporation, to access the following plans:

- (i) Medical Insurance
- (ii) Group Life Insurance and Accidental Death and Dismemberment
- (iii) Dental Plan
- (iv) Extended Health Benefits Plan

Where part-time employees opt into the benefit plan the in-lieu payment as provided at Article 25.03 will be reduced to ten point two (10.2%) percent to reflect Corporation paid benefits for Medical Insurance, Group Life/AD&D, Dental and Extended Health Benefits.

### **ARTICLE 23 – OTHER CONDITIONS AND BENEFITS**

#### 23.01 Enjoyment of Benefits

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

#### 23.02 Disposition of E.I. Rebate

The Corporation shall register its Wage Loss Replacement Plan with the Employment Insurance Commission for premium reduction purposes. The Union shall be notified of the premium reduction which shall be disposed of in a manner mutually agreeable to the parties. If there is no agreement of the disposition of the premium rebate, the matter shall be submitted to arbitration in accordance with the terms of this Agreement and the relevant regulations of the Commission.

### 23.03 Employee Benefit Plan Disclosure

Upon request, the Corporation shall provide the Union with a copy of all employee benefit and health and welfare master plan text and amendments.

## **ARTICLE 24 – SERVICE CONSIDERATION**

Employees who have given long and faithful service in the employ of the Corporation, and who have become unable to handle their jobs, shall be given preference to such other work as is suitable and available. The matter may be brought to the Labour/Management Committee for consideration on an individual basis.

## **ARTICLE 25 – OTHER EMPLOYEES**

### 25.01 Part-Time Pay In Lieu

All part-time employees who choose not to access benefits as provided in Article 22.10 shall receive sixteen (16%) percent of total bi-weekly earnings in lieu of vacation, statutory holidays and benefits and such in lieu sum shall be payable on a bi-weekly basis in addition to regular pay.

Where part-time employees opt into the benefit plan the in lieu payment will be reduced to ten point two percent (10.2%) to reflect Corporation paid benefits for Medical Insurance, Group Life/AD&D, Dental and Extended Health Benefits as provided in Article 22.10.

### 25.02 Grant Workers

All Grant Workers will be considered employees of the Corporation. The rates of pay and allowances shall be negotiated between the Corporation and the Union.

### 25.03 Student Workers

- (a) No student workers will be hired if an existing regular employee who is employed under the same schedule as that in which the student worker would be placed is on layoff.
- (b) Students will normally be hired for basic entry-level positions. However, with mutual agreement of the Parties, the Corporation may hire co-op or technical school students for specific positions relating to their academic studies. Wages for these positions will be negotiated at the time between the Parties.

- (c) The Corporation may hire student workers for work normally performed by the bargaining unit during the months of May through August inclusive, at the rate of fifteen (\$15) dollars per hour without benefits (except as required by law) or the ability to acquire seniority.
- (d) Should a student worker become a regular employee, their seniority date would be determined based on consecutive hours worked as a student within the same calendar year.

#### 25.04 Co-Op Worker

A Co-op worker is employed by the Corporation for a single work term per appointment. Additional work terms may be assigned with the written approval of both the Corporation and the Union.

The rate of pay will be eighty (80%) percent of the appropriate band within Schedule "A" or "B".

Co-op workers will receive four (4%) percent pay in lieu of paid vacation time.

Co-op workers will qualify for paid general holidays if wages have been earned for at least fifteen (15) days during the thirty (30) calendar days immediately preceding a general holiday and/ or if the general holiday occurs after the worker has completed the first thirty (30) calendar days of employment.

Co-op workers do not accrue seniority for the term of their appointment. Should a co-op worker become a regular employee, the seniority date is determined inclusive of the hours worked as a co-op worker.

Co-op work placements will not normally extend beyond four (4) calendar months.

#### 25.05 Job Share

- (a) The Corporation and the Union, in response to the changing needs of employees, may provide job sharing opportunities to regular full-time employees where it is operationally feasible.
- (b) Job share arrangements shall not result in any increase in cost to the Corporation, and are by mutual agreement between the Corporation and the Union.
- (c) Both partners of the job share arrangement must be fully qualified to perform the duties of the positions.



- (d) Regular full-time employees who participate in job share arrangements shall maintain their regular status.
- (e) Where an employee is contributing to the Municipal Pension Plan (MPP) and enters a job share arrangement, the employee shall continue to make contributions to the MPP.
- (f) Both partners of the job share team will receive sixteen (16%) percent of total bi-weekly earnings in lieu of vacation, statutory holidays and fringe benefits.
- (g) Employees in job share arrangements who work an average of twenty (20) or more hours per week, averaged over a three (3) month period of employment, shall have the option, at their expense, of accessing the following Benefit Plans:
  - (i) Medical Insurance
  - (ii) Group Life Insurance and Accidental Death and Dismemberment
  - (iii) Dental Plan
  - (iv) Extended Health Benefits Plan
- (h) The Sick Bank accumulation for a regular employee participating in a job share arrangement is retained for the duration of the arrangement but may not be accessed for paid sick leave. Sick leave does not accumulate for the term of the job share arrangement.
- (i) When one employee is unable to fulfill their share of the position due to sick leave, vacation leave, etc. the employee may request the other job share partner to backfill the position if the Corporation decides replacement is required. If the leave period extends beyond thirty (30) days and replacement is required and the other partner has provided the backfill, the requirement to post is waived.
- (j) Overtime provisions shall apply only when a job share partner is required to work more than the normal daily or weekly hours for the regular position (e.g. seven (7) or eight (8) hours, or more than thirty-five (35) or forty (40) hours in one (1) week).
- (k) Article 13.04 (a) Minimum Hours – Part-time Employees: which provides pay for a minimum of four (4) hours pay per shift, does not apply to job share arrangements.
- (l) Any regular full-time employee participating in a job share arrangement will remain on the regular seniority list and will continue to earn regular seniority on a proportionate basis according to the number of hours

worked. At the conclusion of the job share arrangement, a regular employee's seniority date and date of hire be adjusted to reflect the number of hours worked in the arrangement.

- (m) Any part-time employee participating in a job share arrangement will remain on the part-time seniority list.
- (n) When a part-time employee who has participated in a job share arrangement becomes a regular employee, their seniority date and date of hire will be re-calculated based upon the total hours worked from their date of hire up to the time of becoming a regular employee.
- (o) A job share arrangement may be cancelled at any time by either participant or the Corporation by providing two (2) weeks written notice.
- (p) All job share arrangements shall have an initial six (6) month trial period.
- (q) Each job share arrangement shall be for a specified period of time but will not exceed one (1) year, and any regular positions vacated to allow an incumbent to participate in the job share arrangement, shall be filled on a temporary basis. At the end of the job share period, each employee shall return to their original employment status (i.e. regular full-time, regular part-time) or if hired specifically to fulfill one-half ( $\frac{1}{2}$ ) of the job share arrangement, shall have their employment ended. Extensions to the initial job share arrangement may be requested in writing at least three (3) months prior to the expiration of the job share period. Any agreement for extension will be between the Corporation and the Union. If the job share team does not successfully complete the trial period, both partners shall be returned to their former employment status, or if hired to replace an employee in their regular position or to fulfill one-half ( $\frac{1}{2}$ ) of the job share arrangement, shall have their employment ended.
- (r) When the Corporation is required to recruit the job share partner, the regular recruitment procedure shall be followed. However, the Department Head may include the incumbent job share as a member of the department representation on the interview panel, either as one of the department's two (2) allocated representatives or as an additional representative.

## **ARTICLE 26 – LABOUR/MANAGEMENT COMMITTEE**

### **26.01 Membership**

A Labour/Management Committee shall be appointed and consist of not more than four (4) members of the Corporation and not more than four (4) members of the Union.

The Union will advise the Corporation of the Union nominees to the Committee and it is mutually agreed that it is desirable that the Committee appointees be the same appointees as appointed under Article 6.01 – Negotiations Committee.

### **26.02 Meetings of Committee**

In the event of either party wishing to call a meeting of the said Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting date shall be arranged not later than ten (10) calendar days after the request has been given.

## **ARTICLE 27 – TECHNOLOGICAL CHANGE**

### **27.01 Disputes**

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Collective Agreement.

Where the Corporation introduces, or intends to introduce a technological change that:

- (a) Affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) Alters significantly the basis upon which the Collective Agreement was negotiated

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 11 of this Collective Agreement, bypassing all other steps in the Grievance Procedure.

### **27.02 Arbitration**

The Arbitration Board shall decide whether or not the Corporation has introduced, or intends to introduce a technological change, and upon deciding that the Corporation has or intends to introduce a technological change, the Arbitration Board:

- (a) Shall inform the Minister of Labour or subsequent of its findings; and
- (b) May then, or later, make any one or more of the following orders:
  - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
  - (ii) that the Corporation will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate.
  - (iii) that the Corporation reinstates any employee displaced by reason of the technological change.
  - (iv) that the Corporation pay to that employee such compensation in respect to the employee's displacement as the Arbitration Board considers reasonable.
  - (v) that the matter be referred to the Labour Relations Board (under Section 77 of the Labour Code of British Columbia).

### 27.03 Notice

The Corporation will give to the Union, in writing, at least ninety (90) days notice of any intended technological change that:

- (a) Affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) Alters significantly the basis upon which the Collective Agreement applies.

**ARTICLE 28 – TERMS OF AGREEMENT**

28.01 This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the 1<sup>st</sup> day of January, 2012, and thereafter up to and including the 31<sup>st</sup> day of December 2013, and thereafter from year to year unless either party to this Agreement gives notice in accordance with the relevant provisions of the Statues of British Columbia.


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

28.03 This Agreement specifically excludes the operation of Sub-section 2 of Section 50 of the Labour Code of British Columbia Act.

28.04 2012 and 2013 rates of pay shall be in accordance with Schedules "A" and "B" as attached to and forming a part of this Agreement.

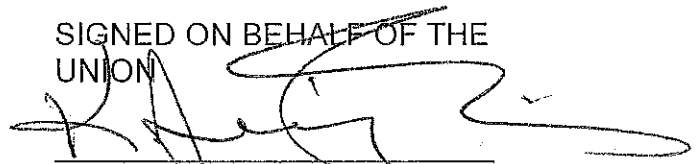
IN WITNESS WHEREOF both parties hereto have executed these presents this 18 day of Mar, 2012.

SIGNED ON BEHALF OF THE  
CORPORATION

  
\_\_\_\_\_  
Margaret Bailey, for  
Leon Gous, Administrator

  
\_\_\_\_\_  
Cathy Cotter,  
Manager HR

SIGNED ON BEHALF OF THE  
UNION

  
\_\_\_\_\_  
Ken Juniper, President

  
\_\_\_\_\_  
Aaron Cyr, Vice-President



**2012 – 2013 Schedule A Table**

<b>Band</b>	<b>CLASSIFICATION</b>	<b>OCC #</b>	<b>DEC 31, 2011</b>	<b>JAN 1, 2012</b>	<b>JAN 1, 2013</b>
1	Switchboard - Finance	A0185	\$21.09	\$21.41	\$21.73
2	Accounts Payable Clerk I	A0240	\$22.25	\$22.58	\$22.92
2	Instructor – Aquatics	A0250	\$22.25	\$22.58	\$22.92
2	Switchboard Relief – RCMP	A0255	\$22.25	\$22.58	\$22.92
2	Data Entry Clerk	A0290	\$22.25	\$22.58	\$22.92
3	Forensic Identification Assistant	A0310	\$23.44	\$23.79	\$24.15
3	Transcriptionist	A0320	\$23.44	\$23.79	\$24.15
3	Secretary I – Relief	A0360	\$23.44	\$23.79	\$24.15
3	RCMP Clerk	A0370	\$23.44	\$23.79	\$24.15
3	Secretary I – Reception	A0375	\$23.44	\$23.79	\$24.15
3	Switchboard – RCMP	A0380	\$23.44	\$23.79	\$24.15
4	Secretary I - Clerk/Reception	A0420	\$24.60	\$24.97	\$25.34
4	Secretary I – Finance	A0425	\$24.60	\$24.97	\$25.34
4	Secretary I - Information Services	A0427	\$24.60	\$24.97	\$25.34
4	Secretary I, Planning, Development and Engineering	A0430	\$24.60	\$24.97	\$25.34
4	Junior Payroll Clerk	A0440	\$24.60	\$24.97	\$25.34
4	Secretary I – RCMP	A0445	\$24.60	\$24.97	\$25.34
4	Secretary I - Safety & Emergency	A0450	\$24.60	\$24.97	\$25.34
4	Watch Clerk – RCMP	A0455	\$24.60	\$24.97	\$25.34
4	Secretary I – VWRC	A0460	\$24.60	\$24.97	\$25.34
4	Information Technician I	A0465	\$24.60	\$24.97	\$25.34
4	Bylaw Enforcement Clerk	A0480	\$24.60	\$24.97	\$25.34
5	Cashier	A0510	\$25.76	\$26.15	\$26.54
5	AR/Ecom Clerk	A0520	\$25.76	\$26.15	□□□.54
5	Utility Clerk I	A0525	\$25.76	\$26.15	\$26.54
5	Lifeguard/Instructor	A0530	\$25.76	\$26.15	\$26.54
5	Operations Support Clerk – RCMP	A0585	\$25.76	\$26.15	\$26.54
6	Recreation Clerk	A0620	\$26.95	\$27.35	\$27.76
6	Secretary II – Operations	A0625	\$26.95	\$27.35	\$27.76
6	CAD Technician I	A0630	\$26.95	\$27.35	\$27.76
6	Committee Clerk	A0635	\$26.95	\$27.35	\$27.76
6	Asset/RCMP Clerk	A0650	\$26.95	\$27.35	\$27.76
6	CPIC Operator	A0665	\$26.95	\$27.35	\$27.76
6	PRIME/PIRS Operator	A0670	\$26.95	\$27.35	\$27.76
6	Front Counter – RCMP	A0675	\$26.95	\$27.35	\$27.76
7	Records Coordinator	A0720	\$28.12	\$28.54	\$28.97
7	Assistant Bylaw Enforcement Officer	A0730	\$28.12	\$28.54	\$28.97
7	Accounts Payable Clerk II	A0740	\$28.12	\$28.54	\$28.97
7	Counter Clerk	A0750	\$28.12	\$28.54	\$28.97
7	Exhibit Custodian	A0760	\$28.12	\$28.54	\$28.97
7	Payroll Clerk	A0770	\$28.12	\$28.54	\$28.97
7	Court Liaison – RCMP	A0780	\$28.12	\$28.54	\$28.97
8	Recreation Clerk - Facilities Bookings	A0820	\$29.29	\$29.73	\$30.18
8	Administrative Assistant – Operations	A0835	\$29.29	\$29.73	\$30.18
8	Inventory Control Clerk/Buyer (40-hour week)	A0840	\$29.29	\$29.73	\$30.18
8	Utilities Coordinator	A0880	\$29.29	\$29.73	\$30.18
9	Web Developer Graphical Support	A0910	\$30.45	\$30.91	\$31.37
9	Secretary II - Planning, Development & Engineering	A0920	\$30.45	\$30.91	\$31.37
9	GIS - CAD Technician I	A0930	\$30.45	\$30.91	\$31.37





10	Municipal Technician I – Design	A1010	\$31.63	\$32.10	\$32.58
10	Records Reviewer – RCMP	A1020	\$31.63	\$32.10	\$32.58
10	Aquatic Leader/Head Lifeguard	A1030	\$31.63	\$32.10	\$32.58
10	Grants Clerk	A1040	\$31.63	\$32.10	\$32.58
10	Enterprise Software Support Assistant	A1050	\$31.63	\$32.10	\$32.58
10	Environmental/Municipal Technician I	A1060	\$31.63	\$32.10	\$32.58
10	Utility Clerk II	A1080	\$31.63	\$32.10	\$32.58
11	Bylaw Enforcement Officer	A1110	\$32.80	\$33.29	\$33.79
11	Recreation Programmer	A1120	\$32.80	\$33.29	\$33.79
11	Municipal Technician II – Design	A1150	\$32.80	\$33.29	\$33.79
11	Information Technician II	A1180	\$32.80	\$33.29	\$33.79
11	GIS/Asset Management Analyst	A1190	\$32.80	\$33.29	\$33.79
12	Municipal Technician II – Development	A1210	\$33.97	\$34.48	\$35.00
12	Office Coordinator – Recreation	A1230	\$33.97	\$34.48	\$35.00
12	Recreation Programmer – Aquatics	A1240	\$33.97	\$34.48	\$35.00
12	Payroll Clerk	A1275	\$33.97	\$34.48	\$35.00
12	Property Tax Clerk	A1280	\$33.97	\$34.48	\$35.00
13	Senior Bylaw Enforcement Officer	A1320	\$35.15	\$35.68	\$36.22
13	Long Range Planning Assistant	A1380	\$35.15	\$35.68	\$36.22
14	Planning Assistant	A1410	\$36.32	\$36.86	\$37.41
14	Municipal Technician III – Transportation	A1430	\$36.32	\$36.86	\$37.41
14	Environmental Planning Assistant	A1440	\$36.32	\$36.86	\$37.41
14	Municipal Technician III - Subdivision Control	A1490	\$36.32	\$36.86	\$37.41
15	Transportation Demand Management Coordinator	A1510	\$37.48	\$38.04	\$38.61
15	Building Inspector	A1580	\$37.48	\$38.04	\$38.61
15	Database Developer/Technician	A1585	\$37.48	\$38.04	\$38.61
16	Municipal Technician III – Finance	A1640	\$38.65	\$39.23	\$39.82
17	Municipal Technician III – Development	A1720	\$39.84	\$40.44	\$41.05
17	Engineering Design Technician III	A1750	\$39.84	\$40.44	\$41.05



**2012 – 1013 Schedule B Table**

<b>Band</b>	<b>Classification</b>	<b>OCC #</b>	<b>Dec 31, 2011</b>	<b>Jan 1, 2012</b>	<b>Jan 1, 2013</b>
1	Labourer	B0180	\$21.09	\$21.41	\$21.73
2	Trades Assistant	B0210	\$22.25	\$22.58	\$22.92
2	VWRC - Operator-In-Training Reclaimed	B0265	\$22.25	\$22.58	\$22.92
2	VWRC – Operator-In-Training	B0270	\$22.25	\$22.58	\$22.92
3	Custodian - Recreation	B0360	\$23.44	\$23.79	\$24.15
3	Labourer - Asphalt Rakerman	B0370	\$23.44	\$23.79	\$24.15
4	Assistant Underground Irrigation Operator	B0400	\$24.60	\$24.97	\$25.34
4	Water Distribution Operator I - Reclaimed	B0405	\$24.60	\$24.97	\$25.34
4	Equipment Operator II - Mower - 2 Axle Truck	B0415	\$24.60	\$24.97	\$25.34
4	Water Distribution Operator I – Meter Operations	B0430	\$24.60	\$24.97	\$25.34
4	Public Works Operator I	B0440	\$24.60	\$24.97	\$25.34
4	Utilities Operator I	B0442	\$24.60	\$24.97	\$25.34
4	Water Distribution Operator I - Pump Operations	B0450	\$24.60	\$24.97	\$25.34
4	Aquatic Facility Attendant	B0445	\$24.60	\$24.97	\$25.34
4	Arena Facility Attendant I	B0470	\$24.60	\$24.97	\$25.34
4	Equipment Operator III - 3 Axle Truck	B0480	\$24.60	\$24.97	\$25.34
5	VWRC - Operator I	B0550	\$25.76	\$25.15	\$25.54
5	Storeskeeper	B0580	\$25.76	\$25.15	\$25.54
6	Airport Assistant	B0610	\$26.95	\$27.35	\$27.76
6	Arena Facility Attendant II	B0615	\$26.95	\$27.35	\$27.76
6	Public Works Arborist Assistant	B0620	\$26.95	\$27.35	\$27.76
6	Water Distribution Operator - Meter Installer	B0630	\$26.95	\$27.35	\$27.76
6	Water Distribution Operator I - Valve Operations	B0660	\$26.95	\$27.35	\$27.76
6	VWRC Operator 1 - Reclaimed	B0665	\$26.95	\$27.35	\$27.76
6	Sign Maintenance Trafficman	B0670	\$26.95	\$27.35	\$27.76
6	Public Works Operator II	B0675	\$26.95	\$27.35	\$27.76
6	Utilities Serviceman I - Maintenance	B0680	\$26.95	\$27.35	\$27.76
6	Lube Technician	B0685	\$26.95	\$27.35	\$27.76
6	Custodian Leader - Recreation	B0690	\$26.95	\$27.35	\$27.76
7	Pipefitter – Meters/Backflow Preventors	B0715	\$28.12	\$28.54	\$28.97
7	Utilities Serviceman I - Construction	B0720	\$28.12	\$28.54	\$28.97
7	Water Distribution Operator II - Reclaimed	B0725	\$28.12	\$28.54	\$28.97
7	Serviceman – Building Maintenance	B0735	\$28.12	\$28.54	\$28.97
7	Underground Irrigation Operator	B0740	\$28.12	\$28.54	\$28.97
7	Utilities Serviceman II - Construction	B0780	\$28.12	\$28.54	\$28.97
8	VWRC - Laboratory Technician	B0830	\$29.29	\$29.73	\$30.18
8	Water Distribution Operator II - Meters	B0850	\$29.29	\$29.73	\$30.18
8	Utilities Serviceman II -Maintenance	B0860	\$29.29	\$29.73	\$30.18
8	Utilities Coordinator	B0890	\$29.29	\$29.73	\$30.18
9	Water Treatment Operator II	B0900	\$30.45	\$30.91	\$31.37
9	Utilities Servicemen III - Maintenance	B0950	\$30.45	\$30.91	\$31.37
9	VWRC Operator II	B0965	\$30.45	\$30.91	\$31.37
9	VWRC - Operator III	B0960	\$30.45	\$30.91	\$31.37
9	Public Works Operator III	B0970	\$30.45	\$30.91	\$31.37
9	Water Distribution Operator II - Pump Operations	B0980	\$30.45	\$30.91	\$31.37
10	Utilities Serviceman III - Construction	B1030	\$31.63	\$32.10	\$32.58
10	Pump Mechanic/Pipefitter	B1060	\$31.63	\$32.10	\$32.58



11	Water Working Crew Leader	B1120	\$32.80	\$33.29	\$33.79
11	Utilities Operator IV	B1140	\$32.80	\$33.29	\$33.79
11	Public Works Operator IV	B1170	\$32.80	\$33.29	\$33.79
11	Horticulturist	B1180	\$32.80	\$33.29	\$33.79
11	Arborist	B1190	\$32.80	\$33.29	\$33.79
12	Parks & Facilities – Site and Risk Inspector	B1210	\$33.97	\$34.48	\$35.00
12	Technician - Heavy Duty Mechanic	B1215	\$33.97	\$34.48	\$35.00
12	Technician - Heavy Duty Mechanic Equipment	B1220	\$33.97	\$34.48	\$35.00
12	Parks Foreman	B1225	\$33.97	\$34.48	\$35.00
12	Welder/Mechanic	B1230	\$33.97	\$34.48	\$35.00
12	Carpenter – Building Maintenance	B1235	\$33.97	\$34.48	\$35.00
12	Water Treatment/Distribution Maintenance Operator	B1240	\$33.97	\$34.48	\$35.00
12	Senior Water Treatment Operator III	B1275	\$33.97	\$34.48	\$35.00
12	Traffic Signal Technician I	B1280	\$33.97	\$34.48	\$35.00
13	Airport Supervisor	B1330	\$35.15	\$35.68	\$36.22
13	VWRC Supervisor	B1350	\$35.15	\$35.68	\$36.22
13	Traffic Signal Technician II	B1370	\$35.15	\$35.68	\$36.22
13	Utility Electrician	B1375	\$35.15	\$35.68	\$36.22
13	Water Supervisor	B1390	\$35.15	\$35.68	\$36.22
14	Technician - Building Maintenance	B1410	\$36.32	\$36.86	\$37.41
14	Instrument Technician	B1420	\$36.32	\$36.86	\$37.41
14	Utilities Operation Supervisor	B1425	\$36.32	\$36.86	\$37.41
14	Public Works Foreman	B2470	\$36.32	\$36.86	\$37.41
15	VWRC Technician	B1510	\$37.48	\$38.04	\$38.61
15	Water Treatment/Distribution Maintenance Op IV	B1550	\$37.48	\$38.04	\$38.61
15	Water Treatment Supervisor	B1580	\$37.48	\$38.04	\$38.61
16	Senior Mechanic	B1630	\$38.65	\$39.23	\$39.82
16	Senior Technician - Building Maintenance	B1690	\$38.65	\$39.23	\$39.82
17	Water Distribution Supervisor	B1750	\$39.84	\$40.44	\$41.05



## SCHEDULE "C"

### DEFINITIONS

**Co-op worker** shall mean a temporary employee enrolled in a program of study where a practical work placement is required in order for the program of study to be successfully completed.

**Part-time employee** shall mean and include an employee who is engaged to work less than the normal work week, as follows:

**Schedule "A" – Part-time employee** shall mean and include an employee scheduled to work a maximum of five hundred and four (504) hours in a sixteen (16) week period.

**Schedule "B" – Part-time employee** shall mean and include an employee scheduled to work a maximum of five hundred and seventy five (575) hours in a sixteen (16) week period.

**Relief Employee** shall mean and include an employee that accepts work, on an on-call basis, not to exceed thirty (30) days.

**Regular Schedule "A" employee** shall mean and include an employee who works in a full-time position on an on-going basis and whose normal work day and work week shall be as outlined in Article 13.01 (a).

**Regular Schedule "B" employee** shall mean and include an employee who works in a full-time position on an on-going basis and whose normal work day and work week shall be as outlined in Article 13.01 (b).

**Student worker** shall mean an employee who is attending school, college or university and who intends to return to school, college or university in the subsequent academic year.

**Temporary employee** shall mean and include an employee that is hired for a period of greater than thirty (30) days, to a finite appointment, in order to replace an employee on leave or to assume work that is over and above the normal work of the department.





## SCHEDULE "D"

### THE CORPORATION OF THE CITY OF VERNON

### JOINT JOB EVALUATION PROCESS COMMITTEE

#### 1. COMMITTEE MANDATE

To maintain consistency of job descriptions and salary by evaluating new and existing Union positions using the gender neutral points process to establish value within a salary banding system.

#### 2. COMMITTEE MEMBERSHIP AND MEETINGS

- The Committee is comprised of equal representation and participation from both the Corporation and the Union consisting of four (4) Corporation representatives and four (4) Union representatives. Two (2) members from each act as regular Committee members and two (2) members from each act as alternates.
- The Committee is chaired by the Human Resources Officer who is responsible for:
  - (i) Arranging regular meetings.
  - (ii) Establishing priorities.
  - (iii) Liaising with employees, managers, the Union and the CAO.
  - (iv) Preparing and distributing documents.
  - (v) Inviting managers to speak to position descriptions as necessary.
- The Committee will meet on an as-required basis.

#### 3. EVALUATION PROCESS

##### New Classification

If a manager determines there is a need for a new position to be established, the following process applies:

- Step 1 - New job description is drafted by applicable manager with assistance from Human Resources, where requested.
- Step 2 - Manager and Human Resources determine "guesstimate" as to where the position may fall within the banding system.



- Step 3 - Manager reviews draft description and estimated band with CAO for budget approval.
- Step 4 - CAO forwards draft job description to Committee Chair for Committee review.
- Step 5 - Committee reviews position using Job Evaluation Plan criteria.
- Step 6 - Committee Chair forwards results to the manager.
- Step 7 - Manager reviews results with CAO.
- Step 8 - Manager communicates decision back to Committee Chair.
- Step 9 - Committee Chair meets with CAO for final signature.
- Step 10 - Committee Chair distributes copies of finalized job description to manager and the Union; originals, with attached rating sheets are maintained in Human Resources.

#### **Change in Classification (Corporation)**

If a manager determines that a current job description does not accurately reflect the requirements of the job, the following process applies:

- Step 1 - Manager revises current job description with assistance from Human Resources, were requested.
- Step 2 - Manager and Human Resources determine "guesstimate" as to where the position may fall within the banding system.
- Step 3 - Manager reviews new job description and estimated band with CAO.
- Step 4 - CAO forwards revised job description to Committee Chair for committee review.
- Step 5 - Committee reviews position using Job Evaluation Plan criteria.
- Step 6 - Committee Chair forwards results to manager who will review with CAO, if different from the prior estimated banding.
- Step 7 - Manager reviews results with CAO. NOTE: The Committee may be required to re-review the position if any revisions are made by the CAO or manager at this point in the process.



- Step 8 - Manager communicates results back to Committee Chair.
- Step 9 - Provided there are no major changes at Step 7 and 8, Committee Chair meets with CAO for signature.
- Step 10 - Committee Chair distributes copies of finalized job description to manager and the Union; originals, with attached rating, are maintained in Human Resources.

### **Change in Classification (Union)**

If an employee feels that a current job description does not accurately reflect the requirements of the job, the following process applies:

- Step 1 - Manager and employee complete a Job Analysis Questionnaire (attached). NOTE: Purpose of questionnaire is to detail changed or new circumstances since the job was last evaluated.
- Step 2 - If determined that there is sufficient reason for reevaluation, manager drafts revised job description with assistance from Human Resources, where requested.
- Step 3 - Manager reviews completed job analysis questionnaire and draft job description with CAO. Approved revised job descriptions move to Step 4.
- Step 4 - CAO forwards request for reevaluation to the Committee Chair for committee review.
- Step 5 - Committee reviews position using current Job Evaluation Plan criteria, the job analysis questionnaire, the draft revised job description, and any other applicable information as provided by manager.
- Step 6 - Committee Chair provides results to the manager.
- Step 7 - Manager reviews results with CAO. NOTE: The Committee will re-review the position if any revisions are made by the CAO or manager at this point in the process.
- Step 8 - Committee chair meets with CAO for final signature.
- Step 9 - Committee Chair distributes copies of finalized job description to manager and the Union; originals, with attached rating sheet are maintained in Human Resources.



#### 4. COMMITTEE REVIEW GUIDELINES

The following guidelines are used by the Committee in order to maintain a consistent approach to the evaluation process:

- It is the content of the job that is being rated, not the ability or performance of the employee.
- Each job is rated on static factors (education, experience, judgement, concentration, physical effort, dexterity, accountability, safety of others, supervision of others, contracts and disagreeable working conditions).
- Committee members are to be excused from rating their own job, a position where there is a direct reporting relationship, or any position where the rating of that job places a member in a conflict of interest situation.
- Jobs will be reviewed with other similar jobs for internal relativity.
- Prior to Committee review, a sore-thumbng process is used to establish a "guesstimate" is used to estimate where the position may fall within the current salary structure.
- The Committee bases all rating results on unanimous agreement.
- Human Resources maintains all documentation related to Job Evaluation. Committee members have access, both digital and hard copy, to any information related to the evaluation of a position.
- A Rating Sheet is used by the Committee to assist in rating the job.
- A Job Analysis Questionnaire form is completed when an employee is requesting a position review.
- Training for Committee members shall be provided as required.
- Human Resources provides the Union with copies of all reviewed/approved job descriptions.





LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF VERNON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 626  
VERNON CIVIC EMPLOYEES' UNION

**RE: CORPORATION'S OBLIGATION TO EMPLOYEES**

In recognition of the Corporation's right to contract out work to bona fide contractors, and in recognition of the Corporation's obligation to the employees, and to promote the morale, well-being and security of all members of the bargaining unit, the parties agree as follows:

- (a) The Corporation agrees not to contract out any bargaining unit work that will affect the job security of any member of the bargaining unit, unless such work is a genuine and legitimate need, undertaken in good faith by bona fide contractors, based on sound business reasons, subject to all the provisions below.
- (b) The Corporation will advise the Union in advance of any proposal to contract out work which will affect the job security of bargaining unit employees, and will provide the Union with a breakdown of existing and/or proposed costs for the service or work referred to.

The Corporation will invite Union input and review of the information with a view to providing at least the same level of service at a cost and/or efficiency saving to the taxpayer.

If it is mutually agreed that the work can be performed as efficiently in-house as by contract, the work will continue to be performed by bargaining unit employees.

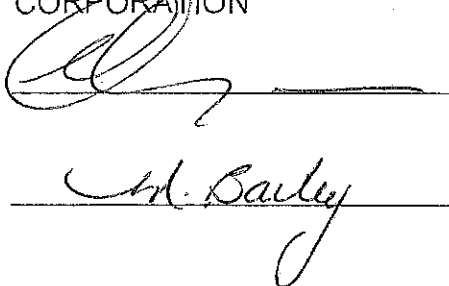
If it is mutually agreed that the work can be performed on a cost/or efficiency savings to the taxpayer by a bona fide contractor, the parties agree that such work may be contracted out.

The Corporation will ensure that the level of service to be provided will be the same as that discussed with the Union. Further, such level of service will form part of the condition of awarding such contract.



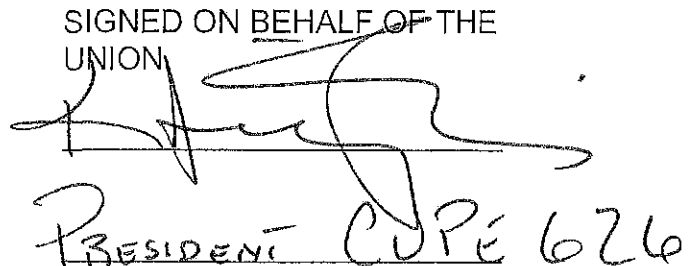
- (c) Employees displaced as a direct result of their jobs being contracted out shall have the option of re-training and will not be denied any rights under the Collective Agreement, and the following conditions will apply:
- (i) Such training will be mutually agreed to, and such agreement will not be unreasonably withheld.
  - (ii) If training is made available, the procedure under Article 9.02 shall apply.
  - (iii) The training will have to be successfully completed within three (3) months. The training time can be extended up to a further three (3) months by mutual agreement
  - (iv) Once the employee has been retrained and has successfully passed the employee's probationary period in the employee's new position, the employee will not have any recall rights if the employee's former position is to be filled after one (1) year has elapsed.
  - (v) The directly affected employee will be provided the retraining for either a Schedule "A" or "B" position at the choice of the employee.
  - (vi) The training provided in (v) above will only be provided for the first position that the directly affected employee chooses and only one additional position if the employee is unsuccessful in completing the probationary period for the first position.
- (d) If any employee chooses not to seek retraining, or if retraining cannot be mutually agreed to, the employee will receive, in addition to any other severance pay provision in the Collective Agreement, one (1) week's pay for each complete year of seniority to a maximum of ten (10) weeks pay. Upon the exercising of this option, the employee loses all of the employee's seniority rights.
- (e) The Union will be given the opportunity to address the Corporation on the feasibility of bringing work presently contracted out, back in-house on a cost, quality, and efficiency basis only.

SIGNED ON BEHALF OF THE  
CORPORATION



M. Bailey

SIGNED ON BEHALF OF THE  
UNION



PRESIDENT CUPE 626



LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF VERNON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 626  
VERNON CIVIC EMPLOYEES' UNION

**RE: JOB TRAINING PROGRAM**

In order to ensure sufficient back-up to existing operators of the major pieces of equipment, pipefitters and other positions to be named later at Labour/Management, the Corporation wishes to enter into a training program. Therefore, the parties hereto agree to the following:

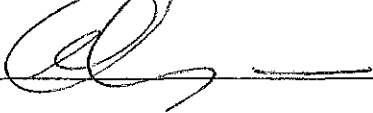
- (a)
  - (i) The positions to be trained shall be posted as per the posting procedure.
  - (ii) An employee may post for any or all positions but the employee with the most seniority shall be given the first opportunity for training. Should an employee not apply for or decline the opportunity for training, the employee shall not be eligible for the back-up position.
  - (iii) However, should the back-up position again be posted, the employee shall have the right to apply as per above.
- (b) Training will normally occur after hours, with the trainer being paid overtime, and the trainee shall not be paid, however where the training occurs during both employees' regular working hours on Corporation work projects, both the trainer and the trainee shall be paid at their regular rate of pay.
- (c) A certified back-up will be called upon to operate a particular piece of equipment if the primary operator is absent, and paid as per Article 19.03 (a). Where there is more than one (1) employee certified to operate a particular piece of equipment, those certified operators will form a pool of operators who may be called on to operate that particular piece of equipment



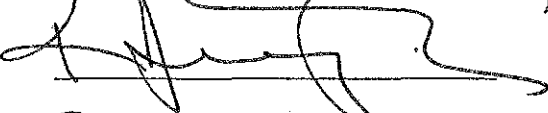
- (d) Where the temporary absence is known to exceed one (1) month, the filling of the position will be brought to the Labour/Management Committee for resolution as to whether temporary posting is required. The designated back-up shall fill the position until such time as posting procedures are implemented.
- (e) For all permanent and temporary postings, the Article 9.03 method of making appointments shall prevail.
- (f) An evaluation team consisting of the area supervisor, the senior mechanic and the trainer shall be established to evaluate the trainee as to the successful completion of the training program. Upon successful completion of the training program, the employee shall be certified as a back-up to the position.
- (g) The training program is to commence no later than August 31<sup>st</sup>, 1989, unless mutually agreed otherwise by both parties.
- (h) A mutually agreed procedure for implementing the program shall be adopted by the Labour/Management Committee.
- (i) The trainer will be present with the trainee on the job site at all times until the trainee is certified.
- (j) Either party may terminate this Letter of Understanding by giving sixty (60) days written notice of termination to the other party.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 23<sup>rd</sup> day of MARCH, 2009.

SIGNED ON BEHALF OF THE CORPORATION

  
 \_\_\_\_\_  
 M. Bailey

SIGNED ON BEHALF OF THE UNION

  
 \_\_\_\_\_  
 PRESIDENT CUPE 626





LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF VERNON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 626  
VERNON CIVIC EMPLOYEES' UNION

**RE: Development Opportunity**

Where the Corporation has posted a position internally and a fully qualified internal candidate has not been awarded the posting in accordance with the provisions of Article 9.03, Promotions and Staff Changes, Method of Making Appointment, the Corporation may post the opportunity as a "Development Opportunity" and consider internal applicants who do not presently meet all of the required qualifications and experience for the position.

Appointment to a Development Opportunity will always be conditional upon the candidate meeting full job requirements at some future point in time. The developmental opportunity will be posted using the format found as "Attachment A" to this Letter of Understanding.

Applicants to the Development Opportunity will receive consideration through a screening and testing process outlined in the posting. The Corporation will select the most suitable candidate(s) from the results of the screening/testing. The Corporation will share the results and selections with the Union. All applicants who undergo the screening/testing procedures will be notified of the results.

All reasonable costs associated with completing the required education and experience will be paid by the Corporation.

The qualifying period will have been completed ONLY after the successful candidate meets ALL required education and experience. The successful candidate will receive the posted rate of pay effective the date that all qualifying requirements were met. Until such time as all qualifying requirements are met, the successful candidate will be paid one band below the posted band.

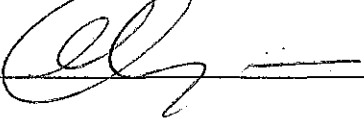
Upon successful completion of the training opportunity, the candidate will be required to maintain employment with the Corporation for two (2) years. Where the candidate severs employment with the Corporation within a two year period following this training, the candidate will be required to repay to the Corporation, proportionate to the 2-year period, costs of this opportunity. This does not apply to promotions and applications to other positions with the Corporation.




Either party may terminate this Letter of Understanding by giving sixty (60) days written notice of termination to the other party.

Dated 5 May, 2008.

SIGNED ON BEHALF OF THE  
CORPORATION

  
\_\_\_\_\_  
*M. Saitley*  
\_\_\_\_\_

SIGNED ON BEHALF OF THE  
UNION

  
\_\_\_\_\_  
PRESIDENT CUPG 624  
\_\_\_\_\_



**The Corporation of the City of Vernon**

**DEVELOPMENT OPPORTUNITY**

**TITLE OF CLASSIFICATION**

**Conditions of Appointment for Development Opportunity**

Where the Corporation has posted a position internally and a fully qualified internal candidate has not been awarded the posting, the Corporation may post the opportunity as a "Development Opportunity" and consider internal applicants who do not presently meet all of the required qualifications and experience for the position. Appointment to a "Development Opportunity" will always be conditional upon the candidate meeting full job requirements at some future point in time.

The conditions of appointment for this Development Opportunity" are as follows:

1. All required education and experience for the [Title/Classification, as above] as identified in the posting, must be met within a qualifying period of [variable time period – most will be 12 months].
2. Applicants to the Development Opportunity will receive consideration as follows:
  - Will be screened/tested as outlined in the posted Development Opportunity
  - Corporation will select the most suitable candidate(s) from the results of the screening/testing
  - Corporation will share the results and selections with the Union
  - All applicants who undergo the screening/testing procedures will be notified of the results.
3. All reasonable costs associated with completing the required education and experience will be paid by the Corporation.
4. The qualifying period will have been completed ONLY after the successful candidate meets ALL required education and experience.
5. The successful candidate will receive the posted [Title/Classification, as above] rate of pay effective the date that all qualifying requirements have been met; until such time as all qualifying requirements are met, the successful candidate will be paid one band below the posted band for [Title/Classification, as above].



6. Upon successful completion of the Training Opportunity, candidate(s) will be required to maintain employment with the Corporation for two (2). Where the candidate(s) severs employment with the Corporation within a two year period following this training, the candidate(s) will be required to repay to the Corporation, proportionate to the 2-year period, costs of this opportunity. This does not apply to promotions and applications to other positions with the Corporation.





LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF VERNON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 626  
VERNON CIVIC EMPLOYEES' UNION

**RE: Airport Supervisor – Essential Service**

Both parties agree to the following:

1. The Corporation has agreed to create a new position, within the Local 626 bargaining unit, entitled Airport Supervisor. The position will oversee airport business, responsible for the daily operation, duties including:
  - Operational responsibility for all Corporation-owned physical facilities on Airport property
  - Assists with drafting airport policies
  - Assists with contract negotiations, administration and supervision of contracts for the Airport
  - Ensure that Airport properties, facilities and authorized activities meet Transport Canada Aviation Regulations and all other relevant provincial and federal legislation
  - Supervises, organizes, directs, performs or otherwise carries out all Airport business and operations within the limits of the approved budget and Policies of the Corporation
  - Communicates information related to Airport use with all Airport users, visitors, workers, lessees, Manager Public Works, Manager Operations and others.
  - Recommends maintenance schedules, capital improvements and budget to Manger, Public Works.
2. In consideration for creation of this additional bargaining unit position, and given the significance of the location and duties associated with this position, the Union agrees and acknowledges that all duties performed by the Airport Supervisor are and shall be considered an "essential service" under the BC Labour Relations Code and generally.
3. Consistent with and in light of paragraph (2), the Union agrees not to and shall not take any action whatsoever (including but not limited to picketing-related activities, withholding of services or otherwise) at or in relation to the Vernon Airport operations or in relations to the duties of the Airport Supervisor

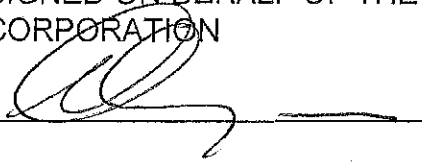


or generally should there be any strike, lock-out or other similar activity at the City of Vernon.

4. The parties agree that this Letter of Understanding remains in force and effect for the entire time in which the position of Airport Supervisor exists.

Dated this 25 day of September 2008.

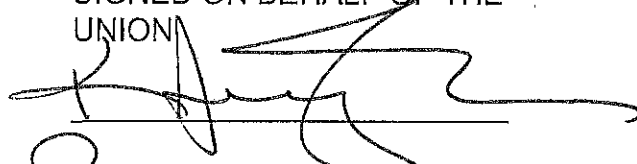
SIGNED ON BEHALF OF THE  
CORPORATION



---

M. Saitly

SIGNED ON BEHALF OF THE  
UNION



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PRESIDENT CUPE 626



LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF VERNON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 626  
VERNON CIVIC EMPLOYEES' UNION

**RE: Job Evaluation – Labourer II Incumbents**

Pursuant to 2007 negotiations discussions between the Corporation and the Union regarding the new Job Evaluation plan and deletion of the Labourer II position, the parties hereto agree to the following on a without prejudice basis:

1. The current Labourer II incumbents in the Utilities Division shall be transferred to a newly created position – Utilities Operator 1. The two (2) incumbents are:

John Kroft  
Carson Pope

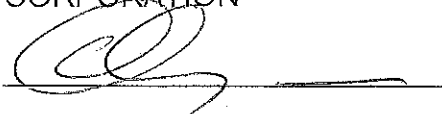
2. The current Labourer II incumbents in the Public Works Division shall be transferred to a newly created position – Public Works Operator I. The five (5) incumbents are:

Len Blundell  
Dave Cover  
Brent Fairweather  
Daniel Fuhr  
Allan Shillington

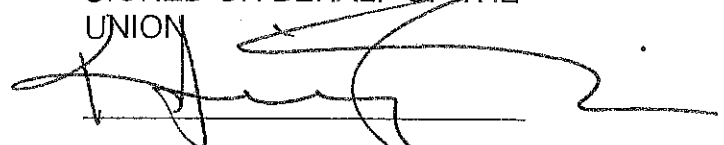
3. The effective date for this transfer shall be April 22, 2008.
4. The Labourer II classification shall no longer be used effective April 22, 2008.

Dated 1 May 2008.

SIGNED ON BEHALF OF THE  
CORPORATION

  
\_\_\_\_\_  
M. Bailey

SIGNED ON BEHALF OF THE  
UNION

  
\_\_\_\_\_  
PRESIDENT, CUPE 626



LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF VERNON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 626  
VERNON CIVIC EMPLOYEES' UNION

**RE: Mail Clerk 1**

In order to provide clerical help to the Corporation when larger scale mailings are required, both parties agree to the following:

1. Nature and Scope of Work

Performs basic office duties under general supervision of the Deputy Treasurer/Collector.

The job is repetitive, under good working conditions. It is a part-time position which operates on an on-call basis.

2. Illustrative Examples of Work

- (a) Stuffing envelopes for property taxes, utilities, etc.
- (b) Running mail through the postage meter.
- (c) Picking up and delivering mail and parcels.
- (d) Other non technical tasks may be assigned to complete a shift. These tasks include sorting of parking tickets, filing of receipts, organizing storage material, filing timesheets or similar basic clerical work.

3. Required Skills, Abilities and Knowledge

- (a) Basic knowledge of normal office equipment such as photocopiers and postage meters.
- (b) Ability to communicate effectively with other employees of the Corporation.

4. Hours of Work

Normal day shift.



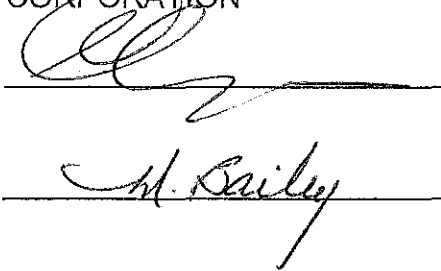


5. Rate of Pay

The rate of pay will be the hourly minimum wage as set by the Provincial Government plus \$1.50 per hour.

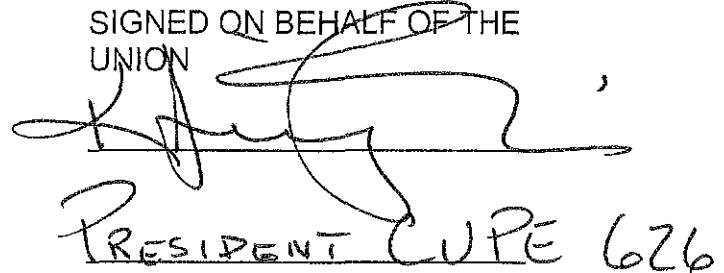
6. This letter may be cancelled by either party by giving sixty (60) days notice to the other party.

SIGNED ON BEHALF OF THE  
CORPORATION



M. Bailey

SIGNED ON BEHALF OF THE  
UNION



PRESIDENT CUPE 626

