

**DATED AS OF JANUARY 1, 2014**

**BETWEEN  
CITY OF CHILLIWACK  
and  
CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL NO. 458**

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**COLLECTIVE AGREEMENT  
January 1, 2014 – December 31, 2015**

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THIS AGREEMENT IS MADE IN DUPLICATE as of the 1st day of January, 2014

**BETWEEN:**

**CITY OF CHILLIWACK**

(hereinafter called the “Employer”)

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 458**

(hereinafter called the “Union”)

## SECTION 1 - PREAMBLE

### 1.01 Preamble

**WHEREAS IT IS THE DESIRE OF THE PARTIES TO THIS AGREEMENT:**

1. to maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
2. to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
3. to encourage efficiency in operation; and,
4. to promote the morale, well-being and security of all Employees in the Bargaining Unit of the Union.

**AND WHEREAS** it is now desirable that the methods of bargaining and all matters pertaining to the working conditions of the Employees be set out in an Agreement (hereinafter called the “Agreement” or the “Collective Agreement”).

**NOW THEREFORE** the parties hereto agree as follows:

## SECTION 2 – MANAGEMENT RIGHTS

### 2.01 Management Rights

The management of the operation and staff, except as expressly limited by this Collective Agreement, is reserved to and vested exclusively in the Employer.

## SECTION 3 – RECOGNITION AND NEGOTIATIONS

### 3.01 Recognition

The Employer recognizes the Canadian Union of Public Employees, Local 458, as the sole and exclusive collective bargaining agency for all of its Employees and hereby consents and agrees to negotiate with the Union, or any of its authorized Committees, concerning all matters affecting the relationship between the Parties to this Agreement, looking toward a peaceful and amicable settlement of any differences that may arise between them.

### 3.02 No Other Agreement

Employees covered by this Collective Agreement shall not be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

### 3.03 Work of the Bargaining Unit

Employees who are not members of the Union will not normally or regularly perform any work which is exclusively performed by members included in this Bargaining Unit, except in cases mutually agreed upon by both parties.



## SECTION 4 - DEFINITIONS

### 4.01 Employee

“Employee” shall mean a person who is an Employee as defined in the Labour Relations Code, Part I and amendments thereto.

### 4.02 Probationary Employee

1. “Probationary Employee” shall mean:
  - a) Full Time Employee – 120 days worked;
  - b) Part Time, Casual, Time Duration or Co-Op Student Employee – 120 days worked, or 12 months, whichever comes first, from the date of hire, to determine suitability for employment as a regular Employee.

Such period of time may be extended by mutual consent of both parties in writing. It is agreed and understood that during a new Employee’s Probationary Period, their transfer, layoff or dismissal shall be entirely at the discretion of the Employer. During the Probationary Period, Employees shall be entitled to benefit participation, or a percentage in lieu, as applicable to Full Time, Part time, Casual, Time Duration or Co-Op Student Employees. Commencement of benefit participation shall be in accordance with the individual plan requirements, with dental coverage and the BC Pension Corporation deductions commencing only after successful completion of the Probationary Period.

2. Employees shall be paid in accordance with the provisions of the Collective Agreement, including the Schedules of Pay Rates attached hereto.
3. New Employees shall be paid 85% of the rate for their classified position until successfully completing a Probationary Period of 120 days worked for Full Time Employees, and 120 days worked or 12 months, whichever comes first, for Part Time Employees.
4. Notwithstanding Section 4.02(3), the Employer may waive the probationary rate where the Employee being hired was employed in a similar position in the last 12 months and is deemed, in the opinion of the Employer, to be fully qualified.
5. Notwithstanding the foregoing, Employees working in Schedules C-1 and C-3 shall receive the rates set out in Schedules C-1 and C-3, respectively, commencing upon date of hire.

### 4.03 Full Time Employee

“Full Time Employee” shall mean an Employee who has successfully completed the Probationary Period and who is employed on a regular and continuous basis, working the annual hours specified in Section 14.01(1)(a) or 14.01(2)(a).

Full Time Employees shall be entitled to all benefits provided in this Collective Agreement from date of hire.

### 4.04 Part Time Employee

1. “Part Time employee” shall mean any Employee employed in any position which is other than full time and works less than the normal hours specified in Sections 14.01(1)(a) and 14.01(2)(a).
2. Part Time Employees shall decide, at the time of hiring, if they wish to have benefits or payment in lieu of benefits. If Employees, after they commence employment, wish to change their decision, they may do so by notifying the Human Resources Office in December, with the change to be effective at the start of the following calendar year, for those benefits that continue to be available to the Employee.
3. For Employees who elect payment in lieu of benefits, the payment will be all inclusive of such items as statutory holidays, holidays, etc., and the overtime payment provisions contained in the Collective Agreement will apply to those Employees who are required to work on statutory holidays. The payment in lieu of benefits will be applied to the Employee’s base rate and the payment shall be based on the following:
  - a) less than 10 calendar years of service – 10.6%;
  - b) 10 calendar years of service or greater – 12.6%.
4. Employees who elect benefits will be entitled to holidays, statutory holidays, and sick leave on a pro rata basis.

#### **4.05 Time Duration Employee**

“Time Duration Employee” shall be defined as an Employee who is employed on a special project or for a specified purpose for a limited duration not to exceed 12 calendar months (such period of time may be extended by mutual consent of both parties in writing). Time Duration Employees, during the aforementioned period, shall be entitled to cumulative seniority from date of hire but shall not be entitled to fringe benefits, other than those to which a person becomes entitled by reason of statute. Time Duration Employees will receive a percentage in lieu of benefits upon hire at the rate set out in Section 4.04(3).

#### **4.06 Casual Employee**

1. “Casual Employees” augment the regular work force and may fill in from time to time for regular Employees who are absent. Casual Employees have no regular schedule of hours or shifts. Hours and shifts for these Employees will be set by the Employer, subject to operational requirements and the requirements stipulated in Section 14.01 of this Collective Agreement.
2. Casual Employees shall be entitled to cumulative seniority from date of hire.
3. Casual Employees will receive a percentage in lieu of benefits upon hire at the rate set out in Section 4.04(3) for their first 12 calendar months. Casual Employees may join the benefit plan after January 1 of the year following their first full calendar year, subject to the following provisions:
  - a) provided they have worked a minimum of 50% of full time working hours in their first full calendar year; and,
  - b) it is anticipated that they will work at least that number of hours in subsequent years.
4. Employees who become eligible for and elect benefits shall be entitled to holidays, statutory holidays, and sick leave on a pro rata basis subject to an estimate performed by the Employer on January 1 of each calendar Year.

#### **4.07 Co-Op Student Employee**

“Co-Op Student Employee” shall be defined as an Employee who is currently enrolled in a Co-Op Student Program at an accredited educational institution. A Co-Op Student Employee is employed for a special project or a specified purpose for a limited time duration not to exceed 1 Co-Op term as defined by the institution at which the Employee attends. Co-Op Student Employees shall not be entitled to fringe benefits, other than those to which a person becomes entitled by reason of statute. Co-Op Student Employees will receive a percentage in lieu of benefits upon hire at the rate set out in Section 4.04(3).

#### **4.08 Notification – Employee Status Change**

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

## **SECTION 5 – UNION FEES AND MEMBERSHIP**

#### **5.01 Union Fees**

The Employer shall, each month, deduct from each Union member and remit to the Union, all Union dues, initiation fees and assessments levied in accordance with the constitution and bylaws of the Union, provided that the dues are a fixed amount per Employee or a percentage based on the Employee’s pay. Union dues shall be deducted from date of hire.

#### **5.02 Union Representative**

It is understood that a Union representative will be permitted during working hours to inform newly hired Employees of the Union’s role within the Bargaining Unit.

#### **5.03 Maintenance of Membership**

Any Employee who is presently a member of the Union, or becomes a member, shall maintain membership in the Union as a condition of employment.

#### **5.04 Suspension by Union**

In the event that the Union suspends a member, the Employer shall be notified by the Union in writing.

### **5.05 Membership List**

From existing Employer records, an up-to-date Membership List shall be provided to the Union upon submission of a request to the Employer. The list shall be in alphabetical order and include the name, mailing address, postal code and telephone number of all Employees covered by this Collective Agreement. This information shall be provided to the Union electronically and is for Union business only.

## **SECTION 6 – CHECK OFF OF UNION DUES**

### **6.01 Deductions**

The Employer shall deduct from every Employee any monthly dues, initiation fees or general assessments levied in accordance with the Union's National Constitution, the Union's Bylaws and owing by them to the Union.

### **6.02 Check Off and Remittance**

The Employer agrees to the check off of all Union dues, fees and general assessments levied in accordance with the Constitution and/or Bylaws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues and/or general assessments as may be determined from time to time by the Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the Employees such dues, fees and general assessments and shall forward to the Union the total of such amounts deducted, together with amendments to the list of those Employees from whom such deductions were made; such deductions to be remitted to the Union Treasurer not later than the 15<sup>th</sup> day of the following month.

Upon receipt of 30 days' written notice from the Union, the Employer will thereafter remit such deductions to the Canadian Union of Public Employees National Office with a copy to the Local Union Treasurer not later than the 15<sup>th</sup> day of the following month.

## **SECTION 7 – LABOUR MANAGEMENT COMMITTEES**

### **7.01 Representation**

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

### **7.02 Function of Labour Management Committee**

All matters of mutual concern pertaining to the Collective Agreement and other working conditions, including any workload concerns, etc., shall be referred to the Labour Management Committee for discussion and settlement.

### **7.03 Representative of Canadian Union of Public Employees**

The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, subject to obtaining prior approval of the Employer. Such approval shall not be unreasonably withheld.

### **7.04 Meeting of Labour Management Committee**

In the event either party wishes to call a meeting of the Labour Management Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meetings must be held not later than 6 calendar days after the request has been given, unless otherwise mutually agreed.

### **7.05 Technical Information**

The Employer shall make available to the Union, upon request, information required by the Union for the purposes of bargaining, such as job descriptions, positions in the Bargaining Unit, job classifications, wage rates, pension and welfare plans, and other relevant documents which the Employer has readily available; provided always that such information requested is not confidential and is the property of the Employer and that the Employer has a legal right to disseminate it.

## **7.06 Local Bargaining Committee**

A local Bargaining Committee shall be established for the purpose of negotiating the terms of the Collective Agreement and it shall consist of not more than 3 members of the Employer, as appointees of the Employer, and not more than 3 members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

## **SECTION 8 – GRIEVANCE PROCEDURE**

### **8.01 Grievance**

A grievance shall be defined as a difference between an Employee and the Employer, or between the Employer and the Union, relating to the dismissal or discipline of an Employee, or to the interpretation, application, operation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable. There shall be no work stoppage on account of such difference and an earnest effort shall be made to settle the difference in the following manner.

### **8.02 Policy Grievance**

Policy Grievances submitted by the Employer or the Union shall be resolved as follows:

- Step 1: The Employer or the Union shall first take up the grievance verbally with the Director of Corporate Services within 5 working days the Employer or the Union ought to have reasonably known of the event giving rise to the grievance.
- Step 2: If the grievance is not satisfactorily settled in Step 1, it shall be reduced to writing, and the Employee and Shop Steward, or designated Union representative, shall submit it to the Chief Administrator's Office with a copy to the Human Resources Office no later than 5 working days following the discussion with the Director of Corporate Services in Step 1. The Chief Administrator's Office shall reply in writing within the next 5 working days with a copy to the Human Resources Office.
- Step 3: If a satisfactory settlement is not reached at Step 2 and the Union wishes to proceed further, the grievance shall be referred to Step 3 within 10 working days of the Chief Administrator's Office reply at Step 2. The Grievance Committee of both parties will meet to discuss the grievance. If they are unable to settle the grievance within 10 working days of the date the grievance was referred to Step 3, then either party may give written notice of arbitration to the other.

### **8.03 Grievance Steps**

Except for Employer and Union Policy Grievances, all grievances shall be resolved as follows:

- Step 1: The Employee involved shall first take up the grievance verbally with their immediate Management Supervisor and, with or without the Shop Steward, within 5 working days from the time the Employee ought to have reasonably known of the event giving rise to the grievance.
- Step 2: If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing, and the Employee and the Shop Steward, or designated Union representative, shall submit it to the Human Resources Office no later than 5 working days following the discussion with the Supervisor in Step 1. The Human Resources Office shall reply within the next 5 working days in writing.
- Step 3: If a satisfactory settlement is not reached at Step 2 and the Union wishes to proceed further, the grievance shall be referred to Step 3 within 10 working days of the Employer's reply at Step 2. The Grievance Committee of both parties will meet to discuss the grievance. If they are unable to settle the grievance within 10 working days of the date the grievance was referred to Step 3, then either party may give written notice of arbitration to the other.

## **SECTION 9 - ARBITRATION**

### **9.01 Board of Arbitration**

Arising out of Section 8, a Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other in writing of the question(s) to be arbitrated and the name and address of its chosen representative on the Arbitration Board. After receiving such notice and statement the other party shall, within 5 calendar days, appoint its representative on the Arbitration Board and give notice in writing of such appointment to the other party. Such representatives shall endeavor to select a third member who shall be the Chairperson. Should the representatives fail to select such a third member within 5 days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairperson. The expenses and compensation of the representative selected by the parties

shall be borne by the respective parties. The expenses and compensation of the Chairperson shall be shared equally between the parties.

#### **9.02 Decision by Board of Arbitration**

Within 14 calendar days following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding upon all parties bound by this Collective Agreement.

#### **9.03 Reinstatement by Board of Arbitration Order**

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

#### **9.04 Single Arbitrator**

A single arbitrator can be used in the place of an arbitration board by mutual agreement of the parties. The expenses of a single arbitrator shall be shared equally by the parties.

### **SECTION 10 - DISCIPLINE**

#### **10.01 Adverse Report**

The Employer agrees not to introduce as evidence in a hearing related to disciplinary action, any document from the file of an Employee, the existence of which the Employee was not aware prior to the hearing and thereby was denied the opportunity of placing their written response in the file. No Employee shall be suspended or dismissed without proper cause. Any Employee suspended or dismissed shall have the right to grieve.

#### **10.02 No Disciplinary Action – Unsafe Conditions**

An Employee will not be required to work at a job site that is unsafe. If an Employee is concerned about the safety of the job site or equipment assigned, they will immediately report the condition to their Management Supervisor who will ensure the work is performed without undue risk.

If the matter remains unresolved, it shall be referred to the Safety Committee. If, in the opinion of the Committee, the job site or equipment is unsafe, the Employee shall not be disciplined for their refusal to work due to the unsafe condition.

#### **10.03 Legal Picket Line**

No Employee will be required to enter any building or property where a picket line is in evidence, when such picket line is established under either the Statutes of the Province of British Columbia or the Statutes of Canada, except for the purpose of maintaining essential services, or in cases of emergencies, when requested by the Employer and their Union Local.

#### **10.04 Loss of Wages – Picket Line**

It is understood and agreed that any hours, or part of an hour, lost by an Employee by not crossing a picket line shall be deducted from their wages at the hourly basic rate that is used to calculate overtime for that Employee.

#### **10.05 Letter of Discipline**

The Employer shall not rely upon any letter of discipline that has been placed on the file of an Employee after the expiration of three (3) years from the date that the letter of discipline was issued, provided there have not been any further disciplinary infractions by the Employee during that period and provided that the applicable letter of discipline is not material to any pending disciplinary action against the Employee.

### **SECTION 11 - SENIORITY**

#### **11.01 Seniority Defined**

1. Seniority shall be defined as the length of service in the Bargaining Unit and shall be applied on a Bargaining Unit-wide basis. Seniority shall be applied in determining layoffs and recalls, as set out in the other provisions of this Collective Agreement.

2. Date of hire shall be used as the Seniority Date for all Employees. Regardless of the date of the hire, the seniority of Employees will be subject to the following conditions:
  - a) the seniority of all Full Time Employees will be considered to be greater than that of any Part Time Employee;
  - b) the seniority of all Part Time Employees shall be considered to be greater than that of any Casual Employee;
  - c) the seniority of all Casual Employees shall be considered to be greater than that of any Time Duration Employee; and
  - d) the seniority of Time Duration Employees shall be considered to be greater than that of any Co-Op Student Employee.
3. Co-Op Student Employee seniority expires immediately upon the termination of the Co-Op Student's employment at the end of a Co-Op term.
4. Seniority for Schedule C-1 Employees shall be limited to Schedule C-1 positions only; however, they may be temporarily assigned to higher rated positions and will be paid the rate for the position they temporarily fill.
5. Seniority for Employees in Schedules C-2 and C-3 shall be limited to positions within their respective Schedules. Employees whose positions are outside of Schedules C-2 and C-3 cannot exercise their seniority rights when applying for vacancies in Schedules C-2 and C-3.

#### **11.02 Seniority List**

1. The Employer shall maintain a Seniority List for each Schedule appended to this Collective Agreement. The list will show each Employee's original date of employment. An up-to-date Seniority List shall be provided to the Union upon request.
2. There shall be 4 Seniority Lists by "date of hire": (a) Full Time; (2) Part Time; (3) Casual; and (4) Time Duration.

#### **11.03 Loss of Seniority**

An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. An Employee shall only lose their seniority in the event:

1. they are discharged for just cause and not reinstated;
2. they resign;
3. they are absent from work in excess of 5 consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible; or
4. they fail to return to work following a layoff within 7 calendar days of being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address.

Employees who are laid off shall retain their seniority for a period of 1 year.

Schedule C-1 Employees and Co-Op Students shall be deemed to have passed probation after 120 days worked or 12 months, whichever comes first, combined previous service.

#### **11.04 Transfers Outside Bargaining Unit**

No Employee shall be transferred to a position outside the Bargaining Unit without their consent. It is understood and agreed that an Employee who consents to transfer, for any reason, to a position which they know to be outside the Bargaining Unit, shall not then initiate proceedings to have that position included in the Bargaining Unit.

Such Employees who are transferred to a permanent position outside the Bargaining Unit shall continue to accumulate seniority for a period of only 6 months, but during this time they cannot maintain their membership in the Union. If the Employee reverts back to a position in the Bargaining Unit, they will be required to pay the Union dues owing retroactive to the time of their appointment outside the Union

After the above mentioned 6 month period, Employees shall lose all their seniority rights.

## SECTION 12 – PROMOTIONS, STAFF CHANGES, RETIREMENT

### 12.01 Job Postings

1. It is agreed and understood that where vacancies exist or new positions are created, notice thereof will be posted on the bulletin boards and a copy mailed to the Secretary of the Union a period of 7 calendar days before the appointment is made; such postings and notice to contain the following information:
  - a) nature of position;
  - b) required ability; and
  - c) wage rate or rate of pay range.
2. When a Part Time or Casual position is designated Full Time, the position will be posted.
3. When a Casual position is designated Part Time, the position will be posted.
4. Reclassification requests will be referred to the Labour Management Committee for their recommendation as to whether or not a position shall be posted. If no agreement is made, the position will be posted.

The Employer agrees to advise the Secretary of the Union in writing of the name(s) of the successful applicant(s).

### 12.02 Method of Making Appointment

1. In making promotions and transfers, the required knowledge, skills and ability for the position shall be the primary consideration, and where 2 or more applicants are equally capable of fulfilling the duties of the position, seniority, as defined in this Collective Agreement, shall be the determining factor.
2. An applicant applying for a posted vacancy who lacks the formal education or technical certification required in the position shall not be rejected solely on that basis if the applicant is judged by the Employer as having the required knowledge; skill and ability to otherwise satisfactorily perform the work in question, provided always:
  - a) that such applicant is currently enrolled in an appropriate course of study or is in some other fashion acceptable to the Employer, currently preparing to achieve the necessary certification;
  - b) that the applicant can be expected to achieve such certification within 1 year of the appointment; and
  - c) that there is no other applicant for the proposed vacancy that already possesses the necessary certification.

In such circumstances, the Employer shall consider the applicant as having already achieved the required certification at the time of the promotional competition. The applicant shall compete for the vacancy on this basis and, if successful in winning the competition over other applicants on the basis of Section 12.01, the applicant shall be awarded the position contingent upon successful achievement of such certification within the established 1 year period. If the applicant fails to achieve such certification within this period, the applicant, if previously an Employee with the City, shall revert to their former position. If the applicant was not previously an Employee with the City, then the employment comes to an end.

### 12.03 Trial Period

1. In the event an Employee is promoted or transferred to another position, they shall be considered to be on trial for a period of not more than 60 working days and shall be paid the rate of pay for that position.
2. Should the Employee be unable to satisfy the requirements of the position, or does not feel suited to that position, then they shall be returned to their former position at the rate of pay they previously earned in the former position, plus any increments to which they would have otherwise been entitled had they not been promoted, transferred or selected to fill a job vacancy. In the event an Employee is returned to their former position, all other Employees who changed job positions shall also move back to their former job positions and rate of pay scales which they occupied previously.
3. In the event that an Employee exercises their right to return to a former position, as noted in Section 12.03(2), such events will be limited to:
  - a) 1 time from a specific position;
  - b) 2 times from different positions.
4. In the event that Section 12.03(2) is invoked, the position does not have to be re-posted if there are other applicants from the original posting who are qualified for the position.

#### **12.04 Retirement and Retirement Gratuity**

1. Where the Employer has requested, and the Employee has agreed to a voluntary retirement at the age of 55 or over, and retires on the Municipal Pension, the Employee shall receive at least 1 month's rate of pay for every 5 years of continuous service, to a maximum of 90 days.
2. When an Employee retires on the Municipal Pension Plan with a minimum of Twenty-Five (25) years of service, and a minimum of 120 days in his/her sick bank at the time of retirement, the Employee will receive a severance of 2 weeks' pay. This payment can be taken as pay, a direct transfer to an RRSP, or as paid time off immediately preceding the date of retirement.

#### **12.05 Retirement Bank**

Full Time Employees and regular Part Time Employees will be permitted to optionally accumulate banked overtime and a portion of annual vacation time each year into a "Retirement Bank". The terms and conditions for establishing the Retirement Bank are as follows:

1. In order to be eligible to deposit time, Employees must have a minimum of 9 years' seniority (continuous employment) with the Employer and be within 10 years of meeting the minimum retirement age, as stipulated in the Pension Plan;
2. Annual vacation time in excess of 3 weeks, and any banked overtime earned in a calendar year, will be eligible for placement in the Retirement Bank;
3. The maximum balance of any Employee's Retirement Bank shall not exceed 75 days;
4. Employees who elect to transfer banked overtime and/or qualifying vacation time earned to the Retirement Bank shall notify the Corporate Services Department in December of the year in which the banked overtime and/or vacation time was earned;
5. Time accumulated in the Retirement Bank may only be taken as paid time off after submitting notice of retirement and immediately prior to the commencement of retirement;
6. Employees who elect to accumulate time in the Retirement Bank shall not be entitled to a cash payment in lieu of time off unless they, or the Employer, terminate their employment. If an Employee is so terminated, then any cash payment shall be at the rate of pay they were receiving at the time it was placed in the Retirement Bank.

#### **12.06 Employees Accepting Time Duration Positions**

Employees who apply for and accept Time Duration positions shall not have the right to bump another Employee at the expiration of their Time Duration employment, but may still apply for vacant positions as they are posted.

Notwithstanding the above, employees in Schedule "C-1" who accept a time duration position shall not have their employment status changed and will be given the opportunity to return to their former position, or in the case of the position being eliminated, a position of equal value, upon the completion of the time duration assignment.

#### **12.07 No Right to Return to Former Position – Trial Period**

Employees accepting a Time Duration position do not have the right to return to their former position, as specified in Section 12.03(2).

#### **12.08 Temporary Transfers**

Temporary Transfers may be used to re-assign an existing Employee from their permanent position to any other position for which the Employee possesses the necessary knowledge, skills and ability for the position.

1. Temporary Transfers required for any reason, other than to replace an Employee absent from the workplace, shall be at the discretion of the Employer and subject only to the provisions of Section 12.02, and shall be compensated in accordance with Section 19.03 for Inside Employees, and Section 19.04 for Outside Employees.
2. Short Term Temporary Transfers for durations up to 3 months, that are required to replace Employees who are absent from the workplace, will be implemented at the discretion of the Employer without posting or competition, subject to the following conditions:
  - a) Outside Employees will be temporarily transferred in accordance with Section 12.02 and compensated in accordance with Section 19.04;



- b) Inside Employees will be transferred within their own work group only (defined in Schedule B-2) to replace Employees who are absent from the workplace on the basis of seniority from among those Employees within the same work group who, in the opinion of the Employer, possess the required knowledge, skills, and ability for the position. These transfers will be awarded on a rotating basis to those appropriately qualified Employees and transferred Employees will be compensated in accordance with Section 19.03. Where no appropriately qualified Employee exists within the work group, any Temporary Transfer required will be filled in accordance with the requirement of Section 12.08(1).
3. Long Term Temporary Transfers ranging in duration from 3 to 12 months that are required to replace Employees who are absent from the workplace will be implemented at the discretion of the Employer, subject to the following conditions:
    - a) Long Term Temporary Transfers will be posted in accordance with the requirements of Section 12.01(1), together with the anticipated duration of the transfer;
    - b) Competitions for Long Term Temporary Transfers will be open only to existing members of the Bargaining Unit;
    - c) The award of Long Term Temporary Transfers will be made in accordance with Section 12.02;
    - d) At the end of a Long Term Temporary Transfer, the Employee will be returned to their previous classification, position, seniority rights; and,
    - e) Compensation for Employees working in Long Term Temporary Transfers shall be at the same rate as the absent Employee.
  4. Subject to operational requirements, Short or Long Term Temporary Transfers shall, without notice, be terminated early or extended, as required, if the absent Employee's return takes place earlier or later than originally anticipated.
  5. Subject to Section 12.08(6), the decision regarding the necessity to backfill for any Employee who has been transferred under Section 12.08(2) or 12.08(3) shall be at the discretion of the Employer. Any transfer or hiring of new Employees necessary to back fill for Temporary Transfers under Section 12.08(2)(b) or 12.08(3) may be implemented at the discretion of the Employer without regard to seniority and without posting.
  6. The Employer agrees to backfill the position of an Employee who has been transferred pursuant to Section 12.08(3) under the following conditions:
    - a) The Employer knows that the position to be backfilled, as of the date it would need to be posted, will be vacant for a period of at least six (6) months.
    - b) Sub-paragraphs (a) – (e) of Section 12.08(3) shall be applicable to the position to be backfilled pursuant to point (a) above.
    - c) The Employer will not be required to further backfill any subsequent vacancy arising from the backfilling of the initial vacancy pursuant to this provision. In this regard, Section 12.08(5) shall be applicable with respect to any subsequent vacancy.

## SECTION 13 – LAYOFFS AND RECALLS

### 13.01 Procedures

1. When a layoff is necessary, the Employee with the least seniority will be the first Employee subject to layoff, provided the remaining Employees are qualified and capable to do the remaining work.
2. Upon written notification, an Employee subject to layoff, or an Employee who is bumped under this section, may displace an Employee with less seniority in any classification, providing they are presently qualified and capable of doing the job of the Employee they are displacing.
3. If an Employee bumps into another classification, they shall be paid the wages for that classification.
4. Employees shall have the right to refuse recall to a part time position without loss of future recall rights.

### 13.02 Layoffs and Recalls

If an Employee who has been laid off is qualified for a position, they shall have an opportunity for re-employment before a new Employee is hired for the position.

### **13.03 Notice of Layoff**

The Employer shall notify Employees who are to be laid off 10 working days before the layoff is to be effective. If the Employee laid off has not had the opportunity to work 10 full days after notice of layoff, they shall be paid in lieu of work for that part of 10 days during which work was not made available.

### **13.04 Emergencies**

It is understood and agreed that when weather makes regular work impossible, or in times of emergencies, the above clauses may be set aside. In such cases, a meeting of the Labour Management Committee shall be called within the 5 calendar days following to assist in the reorganization of work.

### **13.05 Severance Pay**

1. An Employee who has received written notice of layoff shall, within 5 calendar days, elect to:
  - a) exercise their seniority rights for bumping purposes; or
  - b) accept layoff.
2. If the Employee accepts layoff, they shall, within 30 calendar days from the effective date of layoff, elect to:
  - a) either retain seniority rights of layoff and recall; or
  - b) accept severance pay.
3. If the Employee elects to retain seniority rights of layoff and recall, the Employee is not entitled to severance pay under these provisions.
4. If the Employee elects to accept severance pay, all seniority rights and rights to recall under the Collective Agreement are terminated.
5. Entitlement to and severance pay for each Employee will be as follows:
  - a) 3 days' pay for each calendar year of service up to and including 5 calendar years of service;
  - b) 5 days' pay for each calendar year of service after 5 years of service;
  - c) the maximum number of days for severance will be 90 days' pay.
6. Part time and casual service shall be calculated on a pro rata basis. Rate of pay upon which severance pay is calculated shall be based on the Employee's rate of pay at the effective date of their termination.

### **13.06 Contracting Out**

The Employer agrees that Full Time Employees shall not be laid off as a result of contracting out work or services.

## **SECTION 14 – HOURS OF WORK, SHIFTS AND OVERTIME WORK**

### **14.01 Hours of Work**

1. **Normal Regular Hours – Full Time Employees (Outside)**
  - a) Except as provided in Sections 14.01( b), (c), and (d), whereof the normal regular hours of work for Full Time Outside Employees shall be 8 consecutive hours per day (exclusive of a lunch break, not to exceed ½ hour) for 5 consecutive days per week, excluding Sundays. The normal yearly hours of work for Outside Employees shall be 2,080 hours per year (52 weeks x 40 hours per week = 2,080).
  - b) If the Employer requires the servicing of equipment to be performed outside of scheduled shifts, Operations Department Employees shall be paid ½ hour extra per day for servicing their machines, which extra ½ hour shall be considered regular time, not overtime.
  - c) The regular hours of work of all Employees working in the Wastewater Treatment Plant shall be 8 consecutive hours per day (exclusive of a lunch break, not to exceed ½ hour) in accordance with published shift schedules.
  - d) The hours of work for the Ice Person position may be either 8 consecutive hours per day for any 5 consecutive days, or 10 consecutive hours per day for any 4 consecutive days (lunch break may be inclusive or exclusive of the shift, but will not exceed ½ hour per shift) at the discretion of the Employer.

- e) The hours of work for regular shift workers shall be 8 consecutive hours per day, inclusive of ½ hour lunch break, for any 5 consecutive days per week.
- f) The Employer shall have complete discretion and may delegate its authority to its management staff to set the hour at which work shall be commenced by all Outside Employees, but if the hour of commencing work is to be other than 7:00 a.m., the Employees affected shall be so notified not later than the previous day.
- g) It shall be the duty of each Employee to report for work on each and every working day at the prescribed hour, unless the Employee has been notified that they are not to report for work.

2. **Normal Regular Hours – Full Time Employees (Inside)**

- a) The normal regular hours of work for Full Time Inside Employees shall be 8:30 a.m. to 4:30 p.m., Monday to Friday inclusive, with 1 hour for lunch, except that the Supervisor of the Building Department may from time to time arrange for some Employees of that Department to have regular hours of work from 8:00 a.m. to 4:00 p.m. on the condition that sufficient staff is present each day until 4:30 p.m. to take care of such business as may arise. The normal yearly hours of work for Inside Employees shall be 1,820 hours per year (52 weeks x 35 hours per week = 1,820).
- b) It shall be the duty of each Employee to report to work on each and every working day at the prescribed hour, unless the Employee has been notified that they are not to report to work.

3. **Normal Regular Hours – RCMP Detachment Clerk II**

- a) Employees holding the position of RCMP Detachment Clerk II shall be assigned to work any combination of shifts provided that the minimum number of hours paid at the rate of straight time per pay period is 54 and the maximum number is 80.
- b) The total annual hours of work for Employees holding the position of RCMP Detachment Clerk II will be 1,820.
- c) Vacation entitlement will be based on a normal inside calendar week (i.e. 35 hours per week).
- d) Sick leave entitlement will continue to be maintained at 126 hours per year (i.e. 18 days per year, 7 hours per day), with the sick leave gratuity bank and other aspects continuing to be determined on a seven hour working day. The actual hours taken for sick leave will be used to draw down the sick bank.
- e) Statutory holidays for the year will be provided in a bank on January 1 of each year. The bank will consist of 77 hours (i.e. 11 days x 7 hours per day) and can be drawn down at a mutually acceptable time. The statutory holiday bank will be pro-rated for those Employees who do not work for the entire year.
- f) It shall be the duty of each Employee to report to work on each and every working day at the prescribed hour, unless the Employee has been notified that they are not to report to work.

4. **Change in Regular Schedule of Hours – Inside Employees**

Except in times of emergencies, as defined in Section 13.04, the regular schedule of hours will be posted at the place of work, and such schedule shall not be changed without 2 calendar weeks' notice to the Union and to affected Employees.

14.02 **Voluntary Modified Hours – Inside Employees**

Inside workers may be permitted to work voluntary modified hours, subject to operational requirements as defined by the Employer. All voluntary modified hours shall be at the authority of the Employee's immediate supervisor who has been delegated the responsibility to authorize voluntary modified hours. Voluntary modified hours may be worked during the hours that precede the commencement of a regular full time shift or after the end of a regular full time shift. Voluntary modified hours will be accumulated into a separate bank. Employees will be permitted to work up to a maximum of 5 hours of voluntary modified hours per week to a limit of 35 hours per year. Compensation for banked voluntary modified hours will be at the rate of straight time and may be taken only as time off in lieu at a time that shall be decided upon by the mutual agreement of the Employer and the Employee, subject to any financial or operational restraints that may be existent at that time.

#### **14.03 Notice of Shift Change**

1. Excepting in times of emergencies as defined in Section 13.04, 48 hours' notice shall be given before change of a regular shift. Failure to provide at least 16 hours' rest time between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period.
2. Employees covered by Schedule C-1 shall be entitled to 12 hours' rest time between shifts. Rest time not given shall result in overtime being paid for any hours worked during such normal rest period.
3. Employees covered by Schedule C-3 shall be given 1 hours' notice before the change of a regular shift.

#### **14.04 Shift Work**

It is understood and agreed that Employees may be required to work regularly on shifts at different hours than the hours specified in Section 14.01. The following principles shall apply to shift work:

1. Adequate notice shall be given by the Employer to the Union, which notice shall not be less than 5 working days or 1 clear calendar week.
2. Shifts may be in 3 non-broken shifts of up to 8 hours, mealtime excluded, in any 24 hour period.
3. The date and plan of implementation and the allocation of Employees shall be with the fullest consultation and cooperation of the Union to ensure adequate coverage by qualified Employees.
4. In order to provide Schedule C-1 Employees with a minimum of 4 hours' work for non-students, and 2 hours' work for students on school days, these Employees may be assigned to assist Regular Full Time and Regular Part Time Employees in carrying out their duties and may be split-shifted.

#### **14.05 Temporary Shifts**

The parties hereto recognize that there may arise a temporary need for shift work among the Employees during peak periods throughout the year, and therefore set forth hereunder the principles which shall apply to implementing temporary shift work:

1. Adequate notice shall be given by the Employer to the Employee, which notice shall not be less than 24 hours.
2. Temporary shifts may be in 3 non-broken shifts of up to 8 hours, mealtime excluded. Temporary shifts shall not exceed 30 shifts per Employee per year.
3. The date and plan of implementation and the allocation of Employees shall be with the fullest consultation and cooperation of all affected Employees to ensure adequate coverage by qualified Employees.

#### **14.06 Pay for Shift Work**

Shift work premium shall be paid to all Employees as follows:

1. For all hours worked between 6:00 p.m. and 12 midnight, an additional \$0.80 per hour shall be paid.
2. For all hours worked between 12:00 midnight and 7:00 a.m., an additional \$1.20 per hour shall be paid.

The shift premium shall be paid for an entire shift after 4 or more hours of that shift are worked between the hours of 6:00 p.m. and 7:00 a.m.

The shift premium shall not be paid for overtime work and call outs.

#### **14.07 Overtime Authorized**

All overtime shall be at the authority of the Employee's immediate supervisor who has been delegated the responsibility to authorize overtime. All time worked beyond the normal full time work day, the normal full time work week or on a holiday, shall be considered overtime.

#### **14.08 Overtime Rates**

##### **1. On Regular Workday**

All hours worked in excess of those normally worked by a Full Time Employee in a day shall be paid for at the rate of double time. Overtime shall be calculated to the next ¼ hour. It is agreed that overtime may be paid for or taken as time off in lieu and, if taken as time off in lieu, when the time off will be taken shall be decided upon by the mutual agreement of the Employer and the Employee, subject to any financial or operational restraints that may be existent at that time.

2. **On Day of Rest for Statutory Holiday**

All hours worked on the first and/or second normal day of rest shall be paid for at the rate of double time, and all hours worked on a statutory holiday or general holiday shall be paid for at double time in addition to any holiday pay which may be payable. It is agreed, however, that Employees may be required to work on a statutory or general holiday at overtime rates provided the Employee is granted another day off with pay in lieu of the statutory or general holiday as provided in Section 15. Such time off shall be taken as mutually agreed upon by the Employer and the Employee, provided the quantity, regularity and disruption of the work will be least impaired, as determined by the Employer.

3. **Schedule C-1 Employees**

Schedule C-1 Employees shall be paid overtime at 1.5 hours for each overtime hour worked for the first 2 hours worked, and at 2 hours for each hour worked thereafter. Schedule C-1 Employees who work on a day of rest or statutory holiday shall be paid at 1.5 hours for each hour worked plus equivalent time off with straight time pay.

4. **Provincial Emergency Program**

In the case of a declared State of Emergency:

- a) which will result in overtime work being performed by any Employee of the Employer, and
- b) for which the Employer received compensation from the Provincial Emergency Program,

the compensation associated with the overtime work performed by the Employee will be paid out to the Employee in the next pay period at the applicable rate for the overtime work (i.e. the Employee cannot elect to bank the overtime compensation in order to be taken as time off in lieu at a later date).

Any overtime work which is performed by an Employee during the declared State of Emergency, but which is not associated with the State of Emergency and as a consequence is not subject to compensation by the Provincial Emergency Program, will be subject to the applicable provisions set out in the Collective Agreement concerning compensation for overtime work.

**14.09 Overtime Allocation**

1. Overtime shall be assigned as equally as practicable among the Employees of the unit or building who are capable to perform the work that is available.
2. A list of overtime worked by Employees within a unit or building shall be maintained and posted in each Department. This list shall be updated each pay period.

**14.10 Reporting/No Work**

1. Where an Employee reports for a shift and no work is available, such Employee shall be paid for a minimum of 2 hours and, in the event the Employee commences work, a minimum of 4 hours shall be paid.
2. Where an Employee in Schedule C-3 reports for a shift and no work is available, such Employee shall be paid for a minimum of 1 hour and, in the event the Employee commences work, a minimum of 1 hour shall be paid.

**14.11 Call Out**

An Employee who is called from their residence to work outside of their regular working hours shall be paid at overtime rates of pay as provided in this Collective Agreement, or a minimum of 3 hours' pay at the overtime rate of pay, whichever is greater. Time worked shall be computed from the time the Employee commences work until they have completed the work for which they were called out or until they are instructed to cease work.

In the event that the call out takes place less than 3 hours prior to the commencement of a regular shift, the 3 hour minimum will be reduced to overtime from the beginning of the call out until the commencement of the Employee's regular shift.

**14.12 Rest Period**

1. All Employees shall be permitted a rest period of 15 consecutive minutes in both the first and the second halves of a normal work day or shift.
2. Prisoner Guards and Matrons, who are required to remain on duty during their rest periods, shall be paid one quarter (1/4) hour for each rest period where they were not relieved. This time is to be paid or taken as time off in lieu, with this time in lieu taken as mutually agreed upon by the Employer and the Employee provided the quantity, regularity, and disruption of the work will be least impaired as determined by the Employer.

#### **14.13 Standby Pay**

Employees who are authorized by their immediate supervisor to standby for extra duty and who are qualified to do the work required shall be paid on the following basis:

1. 2 hours' pay for 16 non-working hours on a weekday. Standby shall be calculated from 3:30 p.m. of the first day to 7:00 a.m. of the following day. There shall be no loss of standby pay when an Employee is called out.
2. To be paid the equivalent of 4 hours' pay of their base rate for a 24 hour period on weekends and statutory holidays. If an Employee on standby during this period is called out, they shall be paid at overtime rates for the actual hours worked. Weekend and statutory holidays' standby shall be calculated from 7:00 a.m. of the first day to 7:00 a.m. of the second day.
3. For those Employees who elect to bank their standby pay earned in the calendar year from January 1 to September 30, they will be paid out in the month of October of the same calendar year. Standby pay earned from October 1 to December 31 in the same calendar year will be paid out in January of the following calendar year. Banked standby pay cannot be taken as time off in lieu.

It is agreed that, where possible, standby time shall be equally distributed among the Employees in a particular Department or crew.

#### **14.14 Benefit Gratuity**

If an Employee is reassigned or reclassified to a higher rated position for more than 60 days, their holiday pay and sick leave gratuity will be pro-rated to include the actual time in the higher rated position.

#### **14.15 Scada System Monitoring**

Employees in the electrical/mechanical crew who are required to be on standby shall be paid an additional 1 hour of pay per day at the overtime rate to compensate for the requirement to log into the Scada system outside of normal work hours.

### **SECTION 15 - HOLIDAYS**

#### **15.01 Guarantee of Holidays**

It is the purpose of this section to guarantee a minimum of 11 statutory or general holidays to all Employees.

#### **15.02 Paid Holidays**

All Employees shall have the following statutory holidays off with pay at the Employee's regular rate of pay:

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

any other general holiday proclaimed by the federal, provincial or municipal government.

In lieu of having the statutory holiday or general holiday off with pay, an Employee may be assigned another day off with pay on the understanding that the Employer will try to distribute the actual statutory and general holidays as equitably as possible among the Employees.

#### **15.03 New Employees**

For the purpose of this section, all new Employees hired by the Employer shall have worked for the Employer at least 15 working days in the 30 calendar day period immediately prior to the statutory holiday to be entitled to statutory holiday pay.

#### **15.04 When Holiday Falls on Day of Rest**

With the exception of Section 15.05, when any of the above noted statutory or general holidays listed in Section 15.02 fall on Saturday or Sunday and are not proclaimed as being observed some other day, the following Monday, when 1 day is involved, or the following Monday and Tuesday, when 2 days are involved, shall be deemed as holidays for the purpose of this Collective Agreement unless some other arrangements are made by mutual agreement.

#### **15.05 Holidays on Day Off**

When any of the holidays referred to in Section 15.02 fall on an Employee's scheduled day off, for those Employees who work other than the normal week (Monday to Friday inclusive), the Employee shall receive their first regular scheduled work day off with pay unless otherwise mutually agreed by the Employer and the Employee, except Employees in Parks, Recreation and Culture, the Wastewater Treatment Plant, the RCMP Detachment and the Fire Hall, who may be required to work the first working day when a statutory holiday falls on their scheduled day off, if operationally necessary at the Employer's discretion.

#### **15.06 Holiday Pay – Full Time Employees**

Employees who are not required to work on the holidays set out in Section 15.02 shall receive holiday pay equal to 1 normal day's pay. Employees who are required to work shall be paid in accordance with the overtime provisions of this Collective Agreement.

#### **15.07 Holiday Pay – Part Time, Casual, Time Duration and Co-Op Student Employees**

1. Employees who are eligible and have elected benefits and who are not required to work on the holidays, as set out in Section 15.02, shall be entitled to holiday pay based on the average hours worked in the preceding 4 weeks prior to the holiday, calculated as follows:
  - a) OUTSIDE EMPLOYEES: 
$$\frac{\text{Total Hours Worked} \times 8 \text{ Hours}}{160 \text{ Hours}} = \text{Entitlement}$$
or;
  - b) INSIDE EMPLOYEES: 
$$\frac{\text{Total Hours Worked} \times 7 \text{ Hours}}{140 \text{ Hours}} = \text{Entitlement}$$
2. Part Time, Casual, Time Duration and Co-Op Student Employees required to work on the holidays set out in Section 15.02 will be entitled to overtime rates for the actual hours worked in addition to any entitlement outlined in Section 15.07(1).

### **SECTION 16 – ANNUAL VACATION**

#### **16.01 Entitlement**

##### **1. Part Time Employees**

The entitlement for Part Time Employees is set out in Section 4.04.

##### **2. Time Duration Employees**

The entitlement for Time Duration Employees is set out in Section 4.05.

##### **3. Casual Employees**

The entitlement for Casual Employees is set out in Section 4.06

##### **4. Co-Op Student Employees**

The entitlement for Co-Op Student Employees is set out in Section 4.07.

##### **5. Full Time Employees**

All Full Time Employees covered by this Collective Agreement shall receive an annual vacation, with pay, on the following basis.

#### **16.02 Definition**

For the purpose of this section, "calendar year" shall be the period from January 1 to December 31 inclusive.

### **16.03 Less Than 1 Year of Service**

Employees who have been continuously employed for less than a 12 month period, but are on the payroll as at January 1, shall be considered to have completed their 1<sup>st</sup> calendar year of service for vacation purposes, but unearned vacations taken will be deducted from the Employee if they leave employment prior to earning them.

### **16.04 1<sup>st</sup> Year of Service**

Employees during the first calendar year of service shall accumulate 1 working day for each completed month of employment, or major fraction thereof, to a maximum of 10 working days. Employees shall receive an annual vacation equivalent to the accumulated working days at the Employee's regular rate of pay, or 4% of the Employee's annual gross earnings, whichever is greater.

### **16.05 2<sup>nd</sup> Year of Service**

During their 2<sup>nd</sup> year of continuous service, and every year thereafter up to and including their 7<sup>th</sup> year of service, Regular Employees shall earn 3 calendar weeks annual vacation.

### **16.06 8<sup>th</sup> Year of Service**

During their 8<sup>th</sup> year of continuous service, and every year thereafter up to and including their 13<sup>th</sup> year of service, Regular Employees shall earn 4 calendar weeks' annual vacation.

### **16.07 14<sup>th</sup> Year of Service**

During their 14<sup>th</sup> year of continuous service, and every year thereafter up to and including their 22<sup>nd</sup> year of service, Regular Employees shall earn 5 calendar weeks' annual vacation.

### **16.08 23<sup>rd</sup> Year of Service**

During their 23<sup>rd</sup> year of continuous service, and every year thereafter, Regular Employees shall earn 6 calendar weeks' annual vacation.

### **16.09 Statutory Holidays During Vacation Periods**

When a statutory holiday falls or is observed during an Employee's annual vacation period, they shall be granted an additional day's vacation for each statutory holiday, in addition to their regular vacation time.

### **16.10 Consecutive Vacation Periods**

Vacations shall be taken in 1 unbroken period, or any combination of 5 consecutive working days. Adjustments will be made on the Employee's regular pay cheque for any overpayment of vacation pay.

### **16.11 Scheduling of Vacation Periods**

Vacations for Employees shall be taken as mutually agreed upon by the Employee and the Employer, subject to vacations being taken when quantity, regularity and disruption of the work will be least impaired as determined by the Employer.

### **16.12 Approved Leave During Vacation Periods**

Where an Employee qualified for sick leave, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence, provided notice is given to the Employer as soon as the need arises. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the mutual agreement of the Employee and the Employer.

### **16.13 Pro-Rating Vacation Time for Interrupted Service**

When employment is terminated, or leave without pay is approved for a continuous period in excess of 7 days, holiday entitlement shall be pro-rated to the actual time worked. This section does not apply where leave without pay has been approved for Union functions.



## SECTION 17 – SICK LEAVE PROVISIONS

### 17.01 Entitlement

#### 1. Part Time Employee

Entitlement for Part Time Employees is set out in Section 4.04.

#### 2. Time Duration Employees

Entitlement for Time Duration Employees is set out in Section 4.05.

#### 3. Casual Employees

Entitlement for Casual Employees is set out in Section 4.06.

#### 4. Co-Op Student Employees

Entitlement for Co-Op Student Employees is set out in Section 4.07.

#### 5. Full Time Employees

All Full Time Employees will be granted sick leave, subject to the following provisions.

### 17.02 Accumulation of Sick Leave

For the first 12 months, a maximum of 6 days at full pay. During the 2<sup>nd</sup> year of service and following, a maximum of 18 working days each year (calculated at the rate of 1.5 days per month), accumulative to a total maximum accumulation of 135 working days at full pay.

### 17.03 Annual Statement

Each Employee shall receive an annual statement of accumulated sick leave.

### 17.04 Extension of Sick Leave

Notwithstanding the foregoing sections, the Employer may grant further periods of sick leave in special circumstances. Such periods shall not normally exceed 18 working days, and shall be recovered by the Employer as the Employee earns additional credits and moreover, if not repaid, shall be deducted from wages if or when the Employee loses status as an Employee for any reason.

### 17.05 Responsibility to Report

An Employee shall be required to report in, by telephone, to their immediate supervisor ½ hour prior to the commencement of their shift, unless the expected total period of absence has already been made known to the Employer. When such period has elapsed or is expected to be exceeded, however, the Employee shall report before their first working day following the stated period to their immediate supervisor. Failure to follow the reporting procedure may jeopardize the Employee's right to sick pay, unless proof of extenuating circumstances can be produced which made reporting impossible.

### 17.06 Medical Certificate

A medical certificate may be required by the Employer as proof of sickness. Such requests will be made, where possible, when the Employee reports sick, during their period of illness, or on their first day back to work.

### 17.07 Sick Leave Gratuity

At the last pay period of the calendar year, an Employee, at their option, may bank or receive payment for 1/3 of the sick leave remaining to their credit from the annual sick leave entitlement of 18 days at the end of each calendar year, at the Employee's rate of pay in effect for that pay period; the payment of this gratuity to be based on the following understanding:

1. There shall be no payment of gratuity during the first 12 months of work. At the end of an Employee's 2<sup>nd</sup> calendar year of service, their unused sick leave accumulated to that date will be used as the basis for calculating the payment.
2. If any sick leave is used in the current year after the date on which the gratuity is calculated, an appropriate adjustment will be made to charge that sick leave used against the sick leave earned in the following calendar year.
3. The total gratuity days shall be deducted from the total sick leave balance for the year and the balance shall be cumulative for the purposes of sick leave only, to a maximum of 135 days.

### **17.08 Abuse of Sick Leave**

Proven abuse of sick leave shall be deemed cause for suspension or dismissal.

### **17.09 Family Illness**

When no one at home other than the Employee can provide for the needs of a spouse, partner, parent or dependent child, an Employee shall be entitled, after notifying their immediate supervisor, to use 5 working days per calendar year to care for the member of the family who is ill. These days are to be deducted from the Employee's current sick leave entitlement.

### **17.10 Subrogation Language**

Where an Employee receives compensation for time lost from work from any third party, such as the Insurance Company of British Columbia (ICBC), the Workers' Compensation Board (WCB), a court order, etc., any amounts paid by the Employer on behalf of the Employee for such situations, such as sick leave, for example, must be refunded to the Employer. Any other costs incurred by the Employer and recovered from the third party may also be repayable, such as the cost of benefits for example.

The Employer shall thereupon reinstate the sick leave credits represented by the repayment of wages and recover its costs for benefits or other items previously paid for by the Employer. Credits will be reinstated at the rate at which they were paid.

## **SECTION 18 – LEAVE OF ABSENCE**

### **18.01 Leave for Union Business**

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer with respect to a grievance or time off during working hours to complete Union financial transactions with the bank; it being understood that such absences require the prior approval of the Employer and shall not be unreasonably withheld.

### **18.02 Leave for Union Duties**

It is agreed that official representatives of the Union may be granted leave of absence, without pay, to attend Union conventions or perform other functions on behalf of the Union and its affiliations, on the following understanding:

1. Where possible, a request for such leave shall be submitted to the Employer at least 2 weeks in advance.
2. Such leave of absence shall not be unreasonably withheld.
3. Such leave of absence shall not affect the Employee's earned seniority and/or benefits contained in this Collective Agreement. The Employee will continue to be paid all wages and benefits to which they would otherwise be entitled to, and the Union agrees to reimburse the Employer for all wages and benefits paid by the Employer to the Union official while on leave.
4. Not more than 3 Union representatives shall be away at any 1 time, and the period of absence shall not exceed 5 working days.
5. Union representation in excess of that stipulated in Section 18.02(4) may be permitted to be away, subject to operational considerations, in order to allow Union members to attend retirement seminars sponsored by Canadian Union of Public Employees National.

### **18.03 Leave for Full Time Union Duties**

It is agreed that any Employee who is elected or selected for a full time position with the Union, or anybody with which the Union is affiliated, may be granted leave of absence without pay and without loss of seniority by the Employer for a period of up to 1 year, which leave shall be reviewed each year on the request of the Employee during their term of office with the Union. Such leave of absence shall not be unreasonably withheld.

### **18.04 Bereavement Leave**

1. An Employee shall be granted up to 5 working days' leave with pay in the case of the death of a mother, father, husband, wife, partner, sister, brother, child, grandparent, or grandchild of the Employee.
2. In the case of the death of an Employee's in-law relative (father, mother, sister, brother), they shall be granted up to 3 working days' leave with pay.

3. The Employer agrees to consider requests for leave without pay to cover realistic requirements for travelling time to a distant or remote burial site, and such requests will not be unreasonably withheld.

#### **18.05 Mourner's Leave**

One-half day leave may be granted without loss of wages or rate of pay to attend a funeral as a pallbearer or mourner, provided the Employee has the approval for leave from the Employer.

#### **18.06 General Leave**

The Employer may grant leave of absence without pay and without loss of seniority to any Employee requesting such leave for good and sufficient cause, such as for adopting a child; such leave to be requested in writing and approved by the Employer. Such approval shall not be unreasonably withheld.

#### **18.07 Jury or Court Witness Duty**

The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or Crown witness in any court. The Employer shall pay such Employee their normal wages, excluding payment for travelling, meals or other expenses. The Employee shall submit all jury/witness stipends to the Employer.

#### **18.08 Maternity Leave**

##### **1. Maternity Leave**

- a) Employees may request a leave of absence without pay because of pregnancy. Such request will be granted, provided the Employee submits to the Employer a request, in writing, for such leave at least 4 weeks prior to the date the leave is to commence. Such leave will be for a period of not more than 17 consecutive weeks, commencing no earlier than 11 weeks before the expected date of birth, and ending no earlier than 6 weeks after the actual date of birth.
- b) The Employee, when returning to work, shall give the Employer a minimum of 4 weeks' notice of the date of return.

##### **2. Parental Leave**

- a) Employees may request a leave of absence without pay to care for a newborn child of the Employee, or a child who is in the care of the Employee, for the purpose of adoption under the laws governing adoption in British Columbia. Such request will be granted, provided the Employee submits to the Employer a request, in writing, for such leave at least 4 weeks prior to the date the leave is to commence or, in the case of adoption, with as much notice as is given to the Employee by the adoption agency. Such leave will be for a period of not more than 37 consecutive weeks, and shall be taken:
  - i) in the case of a female Employee, on the expiration of any maternity leave of absence taken, pursuant to Section 18.08(1)(a), or within 52 weeks from the day when the adopted child comes into the care of the Employee; or
  - ii) in the case of a male Employee, within 52 weeks from the day on which the child is born, or the adopted child comes into the care of the Employee.
- b) The aggregate amount of Parental Leave that may be taken by 2 Employees under Section 18.08(2) in respect of the same birth or adoption shall not exceed 37 weeks.
- c) Employees on Parental Leave shall give the Employer a minimum of 4 weeks' notice of their intention to return to work.

##### **3. General Provisions**

- a) The aggregate amount of leave that may be taken by 1 or 2 Employees under Sections 18.08(1) and (2) in respect of the same birth shall not exceed 52 weeks.
- b) The Employee shall be returned to their former position or, if it no longer exists, to a comparable position at the completion of their leave of absence pursuant to Section 18.08(1) and/or (2), without loss of seniority.
- c) During an Employee's leave, pursuant to Sections 18.08(1) and (2), the Employer shall continue to pay its share of the premium costs for benefit coverage, provided that the Employee chooses to continue to pay their share of the premiums.

#### **18.09 Leave of Absence for Public Duties**

An Employee who is elected to public office shall be allowed leave of absence without loss of seniority during their term of office. The Employee shall not be entitled to wages or benefits during such absence(s).

#### **18.10 Paternity Leave**

Three (3) working days off with pay shall be provided to an Employee upon the birth of a child by an Employee's partner.

### **SECTION 19 – PAYMENT OF WAGES AND ALLOWANCES**

#### **19.01 Pay Days**

The Employer shall pay salaries and wages every 2<sup>nd</sup> week, by direct deposit on Thursday, and the Employer shall supply the Employee with a statement for each pay.

#### **19.02 Equal Pay for Equal Work**

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

#### **19.03 Pay During Temporary Transfers - Inside Employees**

When an Employee is required by the Employer to substitute in, or perform the principle duties of a higher paying position at a flat rate of pay, they shall receive the rate for the job. When an Employee temporarily relieves in or performs the duties of a higher paying position for which a pay rate range has been established, they shall receive the rate applicable to the higher-rated position. The Employee shall qualify for any pay increments based on the length of service in the temporary assignment.

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

#### **19.04 Pay During Temporary Transfers - Outside Employees**

When an Employee is required by the Employer to substitute in, or is required to perform the principal duties of a higher position at an hourly rate of pay, they shall receive the rate for the job. If an Outside Employee is transferred temporarily to a higher-rated position, they, on assuming the higher-rated position, shall be paid the rate applicable to the higher-rated position. If, after they have commenced work in their regular position, an Employee is transferred to a lower-rated position, their rate shall not be reduced. Upon the request of an Employee who is temporarily transferred to a different position, the Employer shall give the Employee written notice of the transfer, in advance, stating the rate of pay and the estimated duration of the transfer. It is understood that working on maintenance or repair of Municipal equipment or vehicles on a short term basis shall constitute regular work and shall be paid for at the Employee's regular rate.

#### **19.05 Pay for Excluded Positions**

Employees temporarily assigned to positions outside the scope of this Collective Agreement shall be paid from the first day in the temporary assigned position on the basis of 7% above the Employee's regular rate of pay. In each assignment the Employee shall be notified, in writing, in advance of the temporary assignment.

#### **19.06 Overtime Meal Allowance**

Unless the Employer has been given at least 24 hours' notice of the need to work overtime, or unless the Employer has made time available for the Employee to obtain a meal during the overtime period, or unless the Employer delivers an adequate meal to the Employee during the overtime period, an Employee required to work more than 2 hours of overtime in any day shall be paid a meal allowance of not more than twelve dollars (\$12.00). The need for payment of the meal allowance shall be indicated on the Employee's time sheet.

#### **19.07 Educational Allowance**

The Employer shall not be required to pay for the education of an Employee who is studying for the purpose of earning a promotion (see Section 21.05), but if the Employer introduces new duties or processes that require new training, the Employer shall pay the cost of retraining any Employee whose work will include the said new duties or processes.

#### **19.08 Professional Fees and Licences**

Where the Employer requires that an Employee, as a condition of employment, shall maintain membership in a professional organization, the Employer shall pay the cost of the annual fees payable by the Employee in that organization.

### **19.09 Rates of Leadhand**

A Leadhand is one who, over and above their regular work, supervises 2 or more Employees but remains under the supervision of a Foreman. While so employed, Leadhands shall receive the rate specified in Schedule A. The Appointment of Leadhands shall be made by the immediate supervisor or their designate.

### **19.10 Storm Sewer**

A 5% premium shall be paid, in addition to the base hourly wage paid, when an Employee is working within a storm sewer system beyond the manhole, catch-basin or outfall.

### **19.11 Mileage Allowance**

Employees required to use their automobiles for the Employer's business shall be reimbursed at the rate stipulated in the Employer's Policy Directive C-10 (Mileage Allowance/Rates), or \$.40 per kilometer, whichever is greater.

### **19.12 Concrete Finishing**

As determined by the Employer, a 5% premium shall be paid to any Employee performing concrete finishing.

### **19.13 Dirty Pay**

1. A premium of 5% shall be paid to any Employee working in contact with raw sewage. This premium shall not apply to Underground Utility, Electrical/Mechanical, or Wastewater Treatment Plant Employees.
2. As determined by the Employer, a 5% premium shall be paid to any Employee working in contact with dirty/obnoxious substances. This premium shall not apply to gardeners working with pesticides.

### **19.14 Faller's Rate**

A premium of 5% shall be paid to an Employee engaged in tree falling. Tree falling shall be defined as where the tree has to be undercut.

### **19.15 Mechanic Tool Rate Rate**

A premium tool rate shall be paid to a Mechanic who is required to supply their own tools pursuant to Schedule A.

### **19.16 First Aid Allowance Allowance**

Employees whose Class Descriptions stipulate a requirement to hold a Level II First Aid Ticket will be compensated at the rate of \$80.00 bi-weekly.

### **19.17 Utility Certification Rate Rate**

Any Utility Crew Employee who can provide evidence indicating that they hold a valid E.O.C.P. Certificate at Level I, Level II, Level III, or Level IV, shall receive the additional rate as specified in Schedule A on a cumulative basis for each level held.

### **19.18 Snow and Ice Control Premium Rate**

A premium of 5% shall be paid to an Employee who is operating a single/tandem axle, sander/plow truck, a grader, a backhoe, or loader for snow and ice control operations.

The premium shall apply to regular, non-overtime hours only and shall only apply when the equipment is being operated on snow or ice covered roads and will not apply to pre-salting, pre-sanding, or brine application operations.

### **19.19 Registered Professional Planner Premium**

A premium of 10% shall be paid to employees in the class descriptions of Planner I, Planner II, and Planner III who achieve and maintain this certification retroactive to the date their certification is confirmed by the Canadian Institute of Planners.

## **SECTION 20 – JOB CLASSIFICATION AND RECLASSIFICATION**

### **20.01 Class Descriptions**

The Employer agrees to prepare Class Descriptions for all positions for which the Union is the bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized Class Descriptions.

#### **20.02 Notice of New Positions or Abolition of Established Positions**

The Union shall be promptly notified of any new classifications to be established and shall be given 30 calendar days' notice of any established classifications which are to be abolished.

#### **20.03 Establishment of Salaries or Rates**

The Employer has the right to establish salaries or rates for any new position or class of positions. Such salaries and rates shall be subject to negotiations between the parties.

#### **20.04 Reclassification or Rate of Pay Changes**

Requests for reclassification or rate of pay changes for a position, or positions, may be initiated by an Employee or the Union on behalf of an Employee or Employees. A classification change involving a change in title or class due to a change in level of duties, responsibilities and/or requirements of a position or positions shall be termed a "reclassification", and a change involving only a rate of pay revision without any change in level of duties, responsibilities and/or requirements shall be termed a "rate of pay adjustment". It is accepted that across-the-board increases change the percentage differentials between classes of jobs and positions previously established. Such changes shall not be grounds for requests for reclassification or grievance.

#### **20.05 Processing Requests**

Reclassification, rate of pay, and/or rate adjustment requests will be processed and reported on within 30 calendar days by the Employer to the Union and the Employee(s) concerned.

#### **20.06 Right to Appeal**

The Union shall have the right, within 30 days, to appeal to the local Labour Management Committee on items covered by the above sections and such appeal shall be in written form and contain valid facts and submissions, including contesting salaries, rates, Employer's classification, and/or valuations. The local Labour Management Committee (Section 7.02) will attempt to resolve all appeals on classification and valuations within 30 calendar days of notification.

#### **20.07 Arbitration**

If the local Labour Management Committee is unable to reach an agreement on reclassifications, rate of pay adjustments or rates of pay for new positions or classes, these issues shall then be subject to the grievance procedure. In such cases, however, the nominee of the Union and the nominee of the Employer to the Arbitration Board shall be experienced and qualified in Municipal Job Evaluation.

### **SECTION 21 – EMPLOYEE BENEFITS**

#### **21.01 Pension**

All Employees who qualify shall, upon completion of the Probationary Period, be covered by the provisions of the Municipal Pension. Employees who retire from service with the Employer, and who are not eligible for payments from the BC Pension Corporation, shall be paid 1 week's pay for each year of service with the Employer as a retirement gratuity at the time of retirement. The rate of pay used shall be the current rate of pay at the time of retirement.

Employees who were not enrolled in the BC Pension Corporation throughout their employment shall be entitled to the allowance set out above for those years they were not enrolled.

Part Time Employees shall be allowed to enroll in the BC Pension Corporation at their option.

#### **21.02 Health and Welfare Benefits**

Group insurance coverage shall be provided for all Employees and their eligible dependents as defined by the plan terms, as follows:

1. Medical Services Plan.
2. Extended Health Benefits:

Vision Care – Eyeglass option, to a maximum of \$500.00 every 24 months. Effective January 1, 2012, laser eye surgery, to a maximum cost of \$2,000.00, will be included in the vision care benefit. This coverage will be at the 80% co-insurance level. The cost of the laser eye surgery may be received over up to 4 claims of \$500.00 per claim every 24 months. Combined coverage cannot exceed \$500.00 every 24 months.

Eye Examinations – 80% co-insurance, to a maximum of \$100.00 per person every 24 months.

Hearing Aids – to a maximum of \$2,000.00 every 60 months.

Prosthetics, with no limit on wigs, hairpieces and brassieres.

The Employer will arrange with the carrier to have a direct pay drug card provided to all eligible Employees.

3. Group Life Insurance coverage equal to 2 times the Employee's annual pay. This benefit coverage shall cease when the Employee attains the age of seventy (70).
4. Dental Plan:
  - Part A – 100%;
  - Part B – 50%;
  - Part C – 50% coverage (\$2,500.00 lifetime limit).

### **21.03 Cost Sharing for Employee Benefits**

The Employer will pay 100% of the cost of the premiums for the benefits itemized in Section 21.02.

### **21.04 Supplementation of Compensation Award**

1. An Employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board (WCB) as compensable within the meaning of the *Workers' Compensation Act*, and receiving lost time compensation, shall be paid utilizing the principle of "no loss, no gain". Specifically, an Employee will be paid their net take-home pay, excluding overtime that they would have normally received prior to their injury.
2. Employees who are off on WCB in excess of 6 continuous months shall have their holiday and sick leave entitlements pro-rated, based on the actual time worked.
3. Where possible, modified work or alternate employment should be assigned to Employees who, though unable (as a result of a compensable illness or injury) to perform the full range of duties, are able to attend work and make a meaningful contribution.

### **21.05 Legislation**

If the premium paid by the Employer for any Employee benefit is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the Employee, as may be mutually agreed between the parties, or shall be passed on to the Employee in the form of increased wage or rate of pay or in the form of other benefits.

### **21.06 Death Benefits**

All benefits earned or accruing from the Employee's period of employment with the Employer shall, in the event of the Employee's death, be paid to either a stipulated beneficiary or the Employee's Estate.

## **SECTION 22 – SAFETY AND HEALTH**

### **22.01 Cooperation on Safety**

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

### **22.02 Union-Employer Accident Prevention**

A Safety Committee shall be established in accordance with Workers' Compensation Board Regulations and, where possible, shall be comprised of equal representation of the Union and the Employer.

### **22.03 Meetings of Committee**

The Safety Committee shall hold meetings at least once each month, or more often as requested by the Union or by the Employer, and all unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Safety Committee meetings shall be retained and copies of such Minutes shall be provided to the Employer, the Union, and WCB.

#### **22.04 Safety Measures**

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, other than those they are expected to have for their trade, safety equipment, and protective clothing when needed.

#### **22.05 Investigation of Accidents**

The Safety Committee shall be notified immediately of the details of each reportable accident or injury. Upon the request of the Employer or the Union, the Safety Committee shall investigate and report as soon as possible on the nature and case(s) of the accident or injury.

#### **22.06 Pay for Injured Employees**

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

#### **22.07 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for Employees requiring medical care as a result of a job related accident shall be at the expense of the Employer.

#### **22.08 Disclosure of Information**

Upon request, the Employer shall provide to the Union the information it is capable of obtaining from its suppliers on the biological agents, compounds, substances and by-products used in the work environment.

### **SECTION 23 – TECHNOLOGICAL CHANGE**

#### **23.01 General Provisions – Technological Change**

Disputes between the Employer and the Union arising in regard to technological change shall be resolved by arbitration without work stoppage.

#### **23.02 Displacement**

There shall be no change in wage or rates of pay during the training period of such Employee. Upon successful completion of the training program, the Employee shall receive the wage/rate of pay for the new position to which they are reassigned. If the Employee is unable to adjust to the new methods of operation or equipment after the training program, they will be given the opportunity to fill other positions in accordance with Section 13.01.

#### **23.03 Layoff due to Technological Change**

In the event the Employer should introduce new methods or machines which require new or greater skills than are currently possessed by Employees, such Employees shall, at the expense of the Employer, be given a maximum training period not to exceed 6 months during which to perfect the required skills necessitated by the new methods of operation. Employees who are laid off due to technological changes shall be entitled to 1.5 weeks' pay for each year of continuous service in lieu of any other notice or benefit to which they may be entitled. There shall be a maximum payment of 6 months' pay to an Employee under this provision.

#### **23.04 Significant Technological Change**

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

1. Affects the terms and conditions or security of employment of a significant number of Employees to whom this Collective Agreement applies; or
2. Alters significantly the basis upon which the Collective Agreement was negotiated,

A Technological Change Committee shall be established, comprised of 2 representatives of the Employer and 2 representatives of the Union, to discuss and attempt to resolve the introduction of technological change and its anticipated impact so that problems and negative consequences can be avoided.

If the matter cannot be resolved, either party may refer it to an Arbitration Board pursuant to Section 8.



### **23.05 Arbitration Board Decisions on Technological Change**

The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce, a technological change, and upon deciding that the Employer has introduced or intends to introduce a technological change, the Arbitration Board may make any 1 or more of the following orders:

1. 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.
2. That the Employer will not proceed with the technological change for such period, not exceeding 90 days, as the Arbitration Board considers appropriate.
3. That the Employer reinstate any Employee displaced by reason of the technological change.
4. That the Employer pay to that Employee such compensation in respect of their displacement as the Arbitration Board considers reasonable.
5. That the matter be referred to the Labour Relations Board.

Any order made under this section is binding upon all persons bound by this Collective Agreement.

## **SECTION 24 – UNIFORM AND CLOTHING ALLOWANCES**

### **24.01 Clothing/Equipment to be Provided**

1. The Employer agrees to provide safety clothing and equipment, except personal safety footwear, required by the Workers' Compensation Board. The Employer shall issue protective clothing where mutually deemed to be required by the Union and the Employer. Where the Employer provides clothing to the Employees, the provision includes the cleaning of the clothing.
2. All regular Full Time Employees required to wear safety boots shall receive a safety boot allowance in the amount of One Hundred and Twenty-Five Dollars (\$125.00) at the following times:
  - a) effective upon the Employee's successful completion of the probationary period; and
  - b) every second January 1<sup>st</sup> thereafter.The safety boot allowance shall be paid by the Employer on the second pay day following the effective date of the Employee's entitlement to receive the allowance.
3. Subsection #2 above shall not be applicable to Journeymen Mechanics, Mechanic Foremen, Patching and Patch Truck Operators, who instead shall receive work boots from the Employer.

## **SECTION 25 – GENERAL CONDITIONS**

### **25.01 Proper Accommodation**

Proper accommodation shall be provided for Employees to have their meals and keep and change their clothes.

### **25.02 Bulletin Boards**

The Employer shall provide space for the Union to install bulletin boards so that all Employees will have access to them. The Union shall have the right to post notices of meetings and other such information of interest to the Employees. The design and construction of the bulletin boards must first be approved by the Employer.

### **25.03 Allowance for Tools**

Employees required to furnish their own tools in the performance of their duties shall, upon proving the tool was broken as a result of their duties, have the same replaced by one of equal quality and value by the Employer.

### **25.04 Fire and Theft Insurance**

The Employer shall provide fire and theft insurance, or otherwise provide coverage for the tools and equipment, excluding motor vehicles, owned by the Employees and required by the Employer in the performance of their duties.

### **25.05 Indemnity Insurance**

The Employer shall post in a prominent position, a meaningful description of the present indemnity coverage for the Employees to view and understand.

#### **25.06 Plural or Feminine Terms May Apply**

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

#### **25.07 Attachments to Agreement**

During the term of this Collective Agreement, any document that modifies the Collective Agreement or adds terms to the Collective Agreement, must be signed by the authorized representatives of the Employer and the Union, and must contain the following statement:

“This Letter of Understanding is attached to and forms part of the current Collective Agreement between the parties.”

#### **25.08 Extension of Times**

Wherever a stipulated time is mentioned in this Collective Agreement, the said time may be extended by mutual consent of both parties.

#### **25.09 Human Rights Code Harassment and Discrimination**

- a) All personnel have the right to work without discrimination and sexual harassment as defined by the Human *Rights Code* of British Columbia. Any complaint alleging discrimination or sexual harassment will be handled in accordance with the joint Employer/Union Workplace Discrimination and Harassment Policy (Policy Directive D-10). Such joint policy cannot be changed or altered without the mutual agreement of the parties.
- b) Both parties to this Collective Agreement are committed to having a respectful workplace. Further to this mutual commitment, it is expected that all staff of the City of Chilliwack will treat each other with respect and courtesy in the workplace.

### **SECTION 26 – TERM OF AGREEMENT**

#### **26.01 Duration**

This Collective Agreement shall be for the period January 1, 2014 to and including December 31, 2015, and from year to year thereafter, subject to the right of either party to terminate the Collective Agreement at any time within 4 months immediately preceding the date of the expiry of this Collective Agreement, or immediately preceding the last day of December in any year thereafter, by written notice to require the other party to the Collective Agreement to commence collective bargaining.

#### **26.02 Continuation**

Should either party give written notice, as described in Section 26.01, this Collective Agreement shall thereafter continue in full force and effect until:

1. The Union shall give notice to strike and the Union goes on strike;
2. The Employer shall give notice of lock-out and the Employer locks out its Employees; or
3. The parties shall conclude a renewal or revision of this Collective Agreement or enter into a new Collective Agreement,

Whichever is the earliest.

**WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year first above written.

**THE CORPORATE SEAL** of the **CITY OF** ) (C/S)  
**CHILLIWACK** was hereunto affixed in )  
the presence of: )  
 )  
\_\_\_\_\_)  
Sharon Gaetz, Mayor )  
 )  
\_\_\_\_\_)  
Delcy Wells, City Clerk )  
 )  
\_\_\_\_\_)  
Sandy Price, Human Resources Manager )  
 )  
\_\_\_\_\_)  
Glen MacPherson, Director of Operations )  
 )  
\_\_\_\_\_)  
Glen Savard, Director of Finance )

**THE CORPORATE SEAL** of the **CANADIAN** ) (C/S)  
**UNION OF PUBLIC EMPLOYEES, Local** )  
**458**, was hereunto affixed in the presence )  
of: )  
\_\_\_\_\_) \_\_\_\_\_)  
Bryan Bickley, President ) Darlene Worthylake, Bargaining Committee Member )  
 ) )  
 ) )  
\_\_\_\_\_) \_\_\_\_\_)  
Cameron Temple, Chief Shop Steward ) Brad Hanninen, Bargaining Committee Member

**SCHEDULE A – OUTSIDE RATES OF PAY**

Position	1-Jan-13 2.00%		1-Jan-14 1.75%		1-Jan-15 2.00%	
	85%	100%	85%	100%	85%	100%
	Flagger			15.37	18.08	15.68
Building Service Worker (without ticket)	20.24	23.82	20.60	24.24	21.01	24.72
Labourer I	20.27	23.85	20.63	24.27	21.05	24.76
Traffic Warden	20.27	23.85	20.63	24.27	21.05	24.76
Building Service Worker (with ticket)	20.66	24.30	21.02	24.73	21.44	25.22
Traffic Control Person			21.05	24.77	21.48	25.27
Labourer II	20.69	24.34	21.05	24.77	21.48	25.27
Public Works Utility I	21.06	24.78	21.43	25.21	21.85	25.71
Public Works Utility II	21.47	25.27	21.85	25.71	22.29	26.22
Parks Worker	21.47	25.27	21.85	25.71	22.29	26.22
Ice Person I	21.47	25.27	21.85	25.71	22.29	26.22
Wastewater Treatment Plant Operator I	21.83	25.66	22.19	26.11	22.64	26.63
Public Works Utility III	22.26	26.18	22.64	26.64	23.09	27.17
Sign Maintenance Worker	22.26	26.18	22.64	26.64	23.09	27.17
Meter Reader	22.26	26.18	22.64	26.64	23.09	27.17
Ice Person II	22.26	26.18	22.64	26.64	23.09	27.17
Public Works Utility IV	22.65	26.65	23.05	27.12	23.51	27.66
Building Maintenance Worker	22.65	26.65	23.05	27.12	23.51	27.66
Ice Person III	22.65	26.65	23.05	27.12	23.51	27.66
Parks Utility Worker	22.65	26.65	23.05	27.12	23.51	27.66
Storeperson/Clerk	23.17	27.25	23.57	27.73	24.04	28.28
Public Works Utility V	23.44	27.57	23.84	28.05	24.32	28.61
Senior Sign Maintenance Worker	23.44	27.57	23.84	28.05	24.32	28.61
Parks Utility Worker II	23.44	27.57	23.84	28.05	24.32	28.61
Trades Person	23.98	28.20	24.39	28.69	24.87	29.26
Public Works Utility VI	24.24	28.52	24.67	29.02	25.16	29.60
Utility Operator	24.24	28.52	24.67	29.02	25.16	29.60
Utility I – Mechanical/Electrical	24.24	28.52	24.67	29.02	25.16	29.60

**SCHEDULE A – OUTSIDE RATES OF PAY**

Position	1-Jan-13 2.00%		1-Jan-14 1.75%		1-Jan-15 2.00%	
	85%	100%	85%	100%	85%	100%
	Facilities Supervisor	24.34	28.63	24.76	29.13	25.25
Traffic Control Person	24.34	28.63	24.76	29.13	25.25	29.71
Landscape Horticulturalist	24.87	29.25	25.30	29.76	25.81	30.36
Wastewater Treatment Plant Operator II	24.87	29.25	25.30	29.76	25.81	30.36
Arboriculture Specialist	25.87	30.44	26.32	30.97	26.85	31.59
Landscape Design Specialist	25.87	30.44	26.32	30.97	26.85	31.59
Survey Person	25.87	30.44	26.32	30.97	26.85	31.59
Horticultural Specialist			26.72	31.44	27.26	32.07
Turf Grass Supervisor			26.72	31.44	27.26	32.07
Stores Person/Buyer	26.35	31.00	26.81	31.54	27.34	32.17
Utility III – Mechanical/Electrical	25.87	30.44	26.32	30.97	26.85	31.59
Supervisor II - Parks	26.71	31.43	27.18	31.98	27.73	32.62
Supervisor II - Public Works	26.71	31.43	27.18	31.98	27.73	32.62
Arena Supervisor			27.18	31.98	27.73	32.62
Supervisor II Utility Underground	26.71	31.43	27.18	31.98	27.73	32.62
Journeyman Mechanic w/o tools	27.61	32.49	28.10	33.06	28.66	33.72
Supervisor III – Public Works	28.02	32.97	28.52	33.55	29.09	34.22
Utility IV - Mechanical / Electrical	28.02	32.97	28.52	33.55	29.09	34.22
Instrumentation/Utilities Plant Maint. Tech.	28.02	32.97	28.52	33.55	29.09	34.22
Supervisor III - Wastewater Treatment Plant	28.02	32.97	28.52	33.55	29.09	34.22
Supervisor III – Utility Underground	28.02	32.97	28.52	33.55	29.09	34.22
Generator Technician	28.02	32.97	28.52	33.55	29.09	34.22
Mechanic Supervisor w/o tools	31.15	36.65	31.70	37.29	32.33	38.04
Supervisor III – Mechanical / Electrical	31.15	36.65	31.70	37.29	32.33	38.04
Leadhand Rate		\$1.00		\$1.00		\$1.00
EOCP Level I		1%		1%		1%
EOCP Level II		1%		1%		1%
EOCP Level III		2%		2%		2%
EOCP Level IV				2%		2%
Mechanic Tool Rate		1%		1%		1%

## SCHEDULE A-1 – PUBLIC WORKS EQUIPMENT

<u>Position</u>	<u>Equipment in Each Classification</u>
Labourer I and II	Pick-up Trucks, Vans
Public Works Utility I	Roller, Compacter, Power Saws, Lawn Mowers, Weed Eaters, Chipper
Public Works Utility II	One Ton Service Trucks, Forklift
Public Works Utility III	Single Axle Dump Truck, Asphalt Cutter, Assistant Patch Truck Operator
Public Works Utility IV	Tandem Dump Truck, Seven Gang Mower, 16 Foot Rotary Mower, Three Gang Reel Mower, Trackless Mower, Tractors, Parks Sweeper, Patch Truck
Public Works Utility V	Crane Truck, Dozer, Tractor with Side Flail or with Post Hole Auger, Compressor/Jackhammer, Articulated Sweeper/Loader
Public Works Utility VI	Excavator, Grader, Flush Truck, Street Sweeper, Loader, Bucket Truck, Backhoe

## SCHEDULE B – EMPLOYEE GROUPINGS EFFECTIVE DATE OF SIGNING

<u>Pay Group</u>	<u>Positions</u>
1	Accounting Clerk I, Clerk Typist II, Co-Op Student, Records Clerk I, Switchboard/Receptionist, Traffic Clerk
2	Building Records Clerk, Bylaw Records Clerk, Document Management Clerk, Property Records Clerk, Public Works Clerk I, Recreation Clerk
3	Clerk Typist III, Presentation Graphics Clerk, Records Clerk II, RCMP Detachment Clerk II
4	Accounting Clerk II, Legislative Clerk, Licence Coordinator, Secretary
5	Accounting Clerk III, Quality Control Reader, Recreation Clerk II
6	Plan Checker I, Court Liaison
7	Accounting Clerk IV, Senior Accounting Clerk
8	Bylaw Enforcement Officer, Bylaw Inspection Officer, GIS Technician, Help Desk Support Technician, Reader, Traffic Technician, Utility Operations Technician, Utilities Technician, Information Officer
9	Inspection Technician, Traffic Operations Technician
10	Chief Bylaw Enforcement Officer, Computer Programmer, Environmental Services Specialist, GIS Programmer, GIS Technical Specialist, Records Supervisor
11	Engineer Inspector, Planner I, Public Relations Specialist, Public Safety Specialist, Operations Technician
12	Building Inspector
13	GIS Supervisor, Evidence & Property Specialist, Programmer Analyst, Senior Buyer Specialist, Senior Development Technologist, Senior Environmental Services Specialist, Senior Environmental Watercourse Specialist, Senior GIS Technician, Senior Plan Checker, Planner II, Senior Roads Technician, Senior Utilities Specialist, Senior Utilities Technician; Senior Operations Technician; Operations and Instrumentation Technician, Court Referral Specialist
14	Planner III
15	Supervisor – Roads, Transportation, Drainage & Dyking
16	Senior Planner

**SCHEDULE B-1 – INSIDE RATES OF PAY**

Pay Group	1-Jan-13		1-Jan-14		1-Jan-15	
	2.00%		1.75%		2.00%	
	85%	100%	85%	100%	85%	100%
1	20.27	23.85	20.62	24.27	21.03	24.76
2	21.14	24.87	21.51	25.31	21.94	25.82
3	22.40	26.36	22.79	26.82	23.25	27.36
4	23.28	27.38	23.69	27.86	24.16	28.42
5	24.47	28.79	24.90	29.29	25.40	29.88
6	25.08	29.52	25.52	30.04	26.03	30.64
7	25.68	30.21	26.13	30.74	26.65	31.35
8	27.45	32.29	27.93	32.86	28.49	33.52
9	28.29	33.28	28.79	33.86	29.37	34.54
10	29.16	34.32	29.67	34.92	30.26	35.62
11	30.28	35.62	30.81	36.24	31.43	36.96
12	31.71	37.30	32.26	37.95	32.91	38.71
13	33.20	39.07	33.78	39.75	34.46	40.55
14	34.15	40.18	34.75	40.88	35.45	41.70
15	37.29	43.87	37.94	44.64	38.70	45.53
16			41.99	49.40	42.83	50.39



## SCHEDULE B-2 – LIST OF WORK GROUPS

Accounting  
Building/Technical Services  
Bylaw Enforcement  
Clerks  
Collections  
Corporate Services  
Development & Regulatory Enforcement Services  
Engineering  
Fire  
Geographic Information Systems  
Operations  
Planning & Strategic Initiatives  
Purchasing  
RCMP  
Recreation and Culture  
Utilities  
Vehicle Maintenance

**SCHEDULE C-1 – PART TIME RECREATION EMPLOYEES**

<b>Position Title</b>	<b>01-Jan-13</b>	<b>01-Jan-14</b>	<b>01-Jan-15</b>
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	<b>2.00%</b>	<b>1.75%</b>	<b>2.00%</b>
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Skate Patroller	15.57	15.84	16.16
Parks/Recreation Attendant	15.77	16.05	16.37
Cashier	15.96	16.24	16.56
Caretaker	17.81	18.12	18.48
Program Leader	18.59	18.92	19.30

**SCHEDULE C-2 – FULL AND PART TIME GUARD CELL AND EXHIBIT EMPLOYEES**

Position Title	1-Jan-13		1-Jan-14		1-Jan-15	
	2.00%		1.75%		2.00%	
	85%	100%	85%	100%	85%	100%
Prisoner Guard	21.83	25.66	22.21	26.11	22.65	26.63
Exhibits Custodian	22.03	25.92	22.42	26.37	22.87	26.90
Jail Supervisor	24.34	28.63	24.77	29.13	25.27	29.71
Fleet Maintenance Coordinator	24.87	29.25	25.31	29.76	25.82	30.36

SCHEDULE D – LETTERS OF UNDERSTANDING (EFFECTIVE JUNE 25, 2014)

02-006	Parks Attendants
08-008	Modified Work Week
08-009	Temporary Transfers
11-001	Benefits for Part Time Employees

2570-01

Corporate Services Department

June 25, 2014

Bryan Bickley, President  
CUPE, Local 458  
c/o City of Chilliwack  
8550 Young Road  
Chilliwack, B.C.  
V2P 8A4

Dear Bryan:

**Re: Letter of Understanding No. 02-006 – Parks Attendants**

This Letter of Understanding will set out the terms under which Parks Attendants will assume additional duties for weed trimming in City of Chilliwack parks.

1. It is agreed that Parks Attendants will assume the duties associated with trimming weeds with the use of power-line trimmers for the 2014/2015 summer parks seasons.
2. These duties will be performed within the Employee's current Class Description at the Parks Attendant pay rate in force.
3. The City will discontinue its practice of contracting out this work during the 2014/2015 summer parks seasons.
4. Parks Attendant positions will be awarded for the season using the terms of the Short Term Temporary Transfer clause (Section 12.08[2] of the Collective Agreement).
5. The terms of this understanding will be in force until the end of the 2014/2015 summer parks seasons (October 31, 2014/2015) and it is agreed, without prejudice, to the positions of either the Union or the City of Chilliwack.

Please confirm your agreement with the aforementioned terms by signing the duplicate of this correspondence where indicated, and return the same to me at your earliest convenience.

Yours truly,

Delcy Wells  
Deputy Director of Corporate Services

The conditions set out herein are hereby  
agreed to this 25th day of June, 2014.

CUPE, Local 458

Per:

\_\_\_\_\_  
Bryan Bickley, President

2570-01

Corporate Services Department

June 25, 2014

Bryan Bickley, President  
CUPE, Local 458  
c/o City of Chilliwack  
8550 Young Road  
Chilliwack, B.C.  
V2P 8A4

Dear Bryan:

**Re: Letter of Understanding No. 08-008 - Modified Work Week**

This Letter of Understanding will set out the terms under which the Parties agree to constitute a Committee, of no more than three (3) members on behalf of each Party, to meet and explore the feasibility of implementing a modified work week arrangement for one or more groups of City Employees.

The Parties further agree that the first meeting of the Committee shall be held within four (4) months of ratification of the 2014 - 2015 Collective Agreement. Any recommendations made by the Committee members shall be referred to their respective principals for their consideration.

Yours truly,

Delcy Wells  
Deputy Director of Corporate Services

<p>The conditions set out herein are hereby agreed to this 25th day of June, 2014. CUPE, Local 458 Per:  _____ Bryan Bickley, President</p>
---

2570-01

Corporate Services Department

June 25, 2014

Bryan Bickley, President  
CUPE, Local 458  
c/o City of Chilliwack  
8550 Young Road  
Chilliwack, B.C.  
V2P 8A4

Dear Bryan:

**Re: Letter of Understanding No. 08.09 – Temporary Transfers**

This Letter of Understanding will set out the terms under which the Parties agree that the Employer shall have the authority to temporarily transfer Employees between Schedules or Work Groups in order to ensure that there is adequate qualified Employee coverage available in a declared Local or Provincial State of Emergency or other emergency circumstances which are beyond the control of the Employer.

The Employer agrees that any Employees who are temporarily transferred pursuant to this Letter of Understanding will receive any required safety training prior to commencing the work.

It is agreed that this Letter of Understanding shall not be applicable with respect to the temporary transfer of Employees to or from Schedule C.

Yours truly,

Delcy Wells  
Deputy Director of Corporate Services

The conditions set out herein are hereby  
agreed to this 25th day of June, 2014.

CUPE, Local 458

Per:

\_\_\_\_\_  
Bryan Bickley, President

2570-01

Corporate Services Department

June 25, 2014

Bryan Bickley, President  
CUPE Local 458  
c/o City of Chilliwack  
8550 Young Road  
Chilliwack, B.C. V2P 8A4

Dear Bryan:

**Re: Letter of Understanding No. 11-001 – Benefits for Part Time Employees**

This Letter of Understanding supercedes Letter of Understanding No. 2008-05 – Benefits for Part Time Employees.

Section 21 of the Collective Agreement outlines a number of benefits which Employees will receive if they are eligible for and accept the option of receiving benefits. The suppliers of a number of the benefit programs, in which the City of Chilliwack enrolls, stipulate that in order for an Employee to qualify for that program, the Employee must work an average of 20 hours per week over the calendar year. A number of the Employees holding part time positions are in a circumstance where the 20 hour average cannot be guaranteed by their Supervisor.

This Letter of Understanding outlines the terms under which such Part Time Employees may participate in the benefit plan. In accordance with these principles, CUPE Local 458 and the City of Chilliwack do agree to the following terms:

1. Part Time and Casual Employees who elect to accept benefits under any circumstances will not receive 10.6% or any other payment in lieu during any period for which they are receiving any portion of the benefits listed herein.
2. The terms described herein will apply to all Part Time and Casual Employees henceforward, regardless of whether or not they have been receiving benefits in the past. The eligibility of these Employees will be based upon their average weekly hours during the 12 months preceding the effective date of this Letter.
3. All Part Time or Casual Employees electing benefits under this Letter will receive a percentage in lieu of benefits upon hiring at the rate set out in Section 4.04(3) for the first 12 calendar months. These Employees may join the benefit plan on January 1 of the year following their first full calendar year, provided that they have worked a minimum of 50% of full time working hours during that year.

.../2



4. Vacation and Sick Leave

Any Employee electing benefits under the terms of this Letter shall receive an advance of their current year's vacation and sick leave entitlements prorated on the basis of their previous 12 months of employment, with an adjustment at the end of the year based on actual hours worked in accordance with the terms of the current Collective Agreement; pay entitlement for a Statutory Holiday will be calculated as per the Holiday Section of the current Collective Agreement.

5. Medical Services Plan

Coverage provided under the Medical Services Plan of BC is available to all Employees on benefits.

6. Extended Health and Dental Plan

Provided that an Employee has worked an average of at least 20 hours per week over the previous 12 consecutive months, that Employee will be entitled to participate in the Extended Health Plan and the Dental Plan. Any Employee whose average hours worked during the previous 12 months falls below 20 hours per week will be removed from the Extended Health and Dental Plan and will not be eligible to enroll in these plans again until January 1 of the following year, and subject to their meeting the 20 hours per week average requirement during the previous 12 months.

7. Insurance Benefits

Insurance benefits will be provided to Part Time and Casual Employees only if the exempt Supervisor of that Employee can provide a guarantee that the Employee will continue to work a minimum of an average of 20 hours per week. When this condition is met, the Employee will be eligible for enrollment in the Life Insurance Benefit and the Accidental Death and Dismemberment Benefit.

8. Employees affected by this Letter of Understanding will be offered benefits effective January 1, 2012, or at the earliest date that the plan provider permits.

Yours truly,

Delcy Wells  
Deputy Director of Corporate Services

The "Benefits for Part Time Employees" referred to herein are hereby agreed to this 25th day of June, 2014.

CUPE, Local 458

Per:

\_\_\_\_\_  
Bryan Bickley, President

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