

COLLECTIVE AGREEMENT

BETWEEN

CITY OF PRINCE RUPERT

AND

CANADIAN UNION

OF PUBLIC EMPLOYEES

LOCAL 105

JANUARY 1, 2015 - DECEMBER 31, 2017

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THIS AGREEMENT ENTERED INTO THIS 1ST DAY OF JANUARY, 2015.

BETWEEN:
CITY OF PRINCE RUPERT
(hereinafter called the "City")

AND:
PARTY OF THE FIRST PART
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 105
(PRINCE RUPERT)
(hereinafter called the "Union")

PARTY OF THE SECOND PART

PREAMBLE

It is the desire of both parties to this Agreement:

1. To maintain and improve the harmonious relations and settle conditions of employment between the City 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 operations.
4. To promote the morale, well being and security of all employees in the bargaining unit of the Union.

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 1 MANAGEMENT RIGHTS

1.01

Without restricting the rights of the employees under the terms of this Agreement, the Union recognizes the right of the City to manage its affairs and operations and to direct its working forces, including the right to discipline or suspend or discharge for proper cause, and the right to hire, promote, assign work, demote, lay off, transfer, determine job content and evaluate jobs, and the foregoing shall not be deemed to exclude other functions of management not specifically covered in this Agreement. The City shall not exercise, in a discriminatory manner, its right to direct the working forces.

1.02

The parties agree that the foregoing enumeration of management's rights shall be vested in the City Administrator or his delegate. Such delegate shall not be a member of the Union.

ARTICLE 2 RECOGNITION AND NEGOTIATIONS

2.01 Bargaining Unit

The City recognizes the Canadian Union of Public Employees and its Local 105 as the sole and exclusive collective bargaining agency for its employees, save and except Airport Ferry personnel, carpenters, firefighters and electricians, 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 towards a peaceful and amicable settlement of any difference that may arise between them.

The City recognizes the right of CUPE Local 105 members to have the representation of CUPE representatives in meetings with the Employer when requested by the employee.

2.02 Union Representatives

The Union shall notify the City, in writing, of the names of its Stewards, and the Department or Departments they represent, as well as Executive Officers, and joint committee representatives. The Union will notify the City within ten (10) working days of the appointments or elections.

2.03 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in mutually agreed cases.

2.04 No Other Agreements

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

2.05 Technical Information

The City shall make available to the Union, on request, information required by the Union, on job descriptions, positions in the bargaining unit, job classifications, employee hours of work, financial and actuarial information pertaining to pension and welfare plans required for collective bargaining.

2.06 List of Departments

The following are the recognized departments:

R.C.M.P.
Recreation
City Hall (Engineering, Finance, Administration, Development Services)
Public Works
Fire Hall

ARTICLE 3 NO DISCRIMINATION, COERCION OR HARASSMENT

3.01

There shall be no discrimination, coercion, or harassment by the City or by the Union against any employee because of the employee's union or non-union affiliations with other unions, or against any employee because of his activity in union affairs, or because of age, race, creed, colour, nationality, sex, religion, sexual orientation, marital status, place of residence, political affiliation or any other area protected by Human Rights Legislation. Neither the City nor the Union shall coerce, harass, discriminate or in any other way interfere with any employee who wishes to apply for any position or promotion.

3.02 Union Activities

Unless otherwise herein specifically provided, union activities shall not be pursued during working hours.

ARTICLE 4 UNION SECURITY

4.01 All Employees to be Members

All employees, as defined in the Bargaining Unit Certification, as a condition of continuing employment, shall become and remain members in good standing of the Union within thirty (30) days of employment with the City.

4.02 Union Notification

The City shall advise the Union Secretary-Treasurer in writing on or before the fifth (5th) day of each calendar month the names of all new City employees engaged during the preceding calendar month.

ARTICLE 5 CHECK-OFF OF UNION DUES

5.01 Check-Off

The City shall deduct from every employee, upon receipt of a duly signed authorization, any dues, initiation fees or assessments owing by him to the Union. As a condition of employment, an employee shall sign an authorization card that shall include the release of earnings information to the Union for the purpose of calculating Union dues. The initiation fee shall be deducted from the first pay cheque of a new employee.

5.02 Deductions

Deductions shall be made from the payroll bi-weekly and shall be forwarded to the Secretary-Treasurer of the Union no later than the fifteenth (15th) day of the month following, accompanied by a list of employees' names, gross pay, regular pay and dues deducted. Upon request, the City shall supply the Union with the addresses and contact information of employees.

5.03 Union Dues Receipts

At the time that Income Tax (T-4) slips are made available, the City shall type on the amount of union dues paid by each union member in the previous year.

ARTICLE 6 THE CITY AND UNION SHALL ACQUAINT NEW EMPLOYEES

6.01

The City agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

6.02 Copies of Agreement

On commencing employment, the employee shall be introduced to his shop steward. The steward will provide him with a copy of the Collective Agreement and shall be responsible for acquainting the employees with the benefits and duties of Union membership and his responsibilities and obligations to the City and the Union.

ARTICLE 7 CORRESPONDENCE

7.01

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the City Administrator or designate and the Recording Secretary of the Union or designate.

ARTICLE 8 LABOUR-MANAGEMENT COOPERATION COMMITTEE

8.01 Establishment of Committee

A Labour-Management Committee shall be established consisting of not more than three (3) representatives of the City and not more than three (3) representatives of the Union. All matters of mutual concern pertaining to the performance of work, operational problems, conditions of employment and harmonious relations (excluding collective agreement negotiations) shall be incidental thereto, shall pass to and from the City Administrator or designate and the Recording Secretary of the Union or designate.

ARTICLE 9 LABOUR-MANAGEMENT RELATIONS

9.01

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 City. Such representatives shall have access to the City's premises in order to investigate and assist in the settlement of a grievance.

9.02

Employees shall be required to act only on directions made under the direct or delegated authority of their immediate foreman, supervisor or Department Head, subject always to the overall direction of the City Administrator.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01

Settling of Grievance

In the event that any difference arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee, and including any question or difference as to whether any matter is arbitrable, such question or difference shall be finally and conclusively settled without a stoppage of work in the following manner:

Step 1

The aggrieved employee, with his steward, shall meet with the employee's immediate supervisor to try and resolve the alleged incident within ten (10) working days of the incident which gave rise to the grievance or within ten (10) working days from the time the employee or the Union become aware of the grievance.

Step 2

Failing satisfactory settlement within two (2) working days after the Step 1 meeting with the immediate Supervisor, the Union will submit the grievance, in writing to the Department Head within ten (10) working days. A meeting with the grievor, a Union representative and the Department Head will be held to try and resolve the grievance. The Department Head will render his decision in writing within five (5) working days after receipt of the grievance.

Step 3

Failing satisfactory settlement at Step 2, the Union will submit the grievance, in writing, within five (5) working days to the City Administrator who shall meet with the Union to try and resolve the grievance. The City Administrator will render his decision in writing within five (5) working days, after the grievance meeting.

Step 4

Failing satisfactory settlement at Step 3, the Union may submit the grievance, in writing within ten (10) working days, to the City Council. A hearing may be granted at the next regular meeting of City Council following receipt of the grievance. Council shall render a decision in writing within five (5) working days following the meeting. If a meeting is not granted, the Union shall be advised in writing within five (5) working days of receipt of the request.

Step 5

Failing satisfactory settlement at Step 3 or 4, the Union may submit the grievance to a Board of Arbitration. The Union shall notify the City of its decision within fifteen (15) working days.

The Board of Arbitration shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which it deems just and equitable.

10.02 Permission to Leave Work

The City agrees that a Steward or in his absence, a recognized representative of the Union shall not be hindered, coerced, restrained or interfered with in any way in the performance of his duties while investigating disputes and presenting adjustments as provided in this Article. The Union understands and agrees that each Steward is employed to perform full time work for the City and that he will not leave his work during working hours except to perform his duties under this Agreement. Therefore, no Steward shall leave his work without obtaining the permission of his supervisor, which permission shall not be unreasonably withheld.

10.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or the City has a grievance, Steps 1 and 2 of Article 10.01 may be bypassed.

10.04 Sexual Harassment and Dismissal Grievances

Grievances arising out of sexual harassment or dismissal may omit Steps 1 and 2 of the grievance procedure.

10.05 Work Experience Programs

The City shall not enter into a non-paid student work experience program without the written approval of the Union. The student shall not be called upon to perform work that would affect the hours of work available to a Union employee. All terms relating to such work experience shall be agreed upon before placement.

ARTICLE 11 **ARBITRATION**

11.01 Composition of Board of Arbitration

(a) A Board of Arbitration shall consist of three (3) persons. One person shall be appointed by the City and one person appointed by the Union. These appointments shall be made within fifteen (15) days of receipt of notice to proceed to arbitration. The two (2) appointees shall meet within five (5) days to appoint the third member, who shall act as the Chairperson of the Board of Arbitration.

(b) If the parties mutually agree, they may elect to have the grievance heard by a single arbitrator selected with mutual agreement of the parties.

11.02 Decisions of the Board

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

(b) The decision of the Board shall be final and binding upon the parties.

11.03 Expenses of the Board

Each party shall bear the expenses of its respective appointee and shall also pay one-half (1/2) of the expenses of the Chairperson.

11.04 Amending of Time Limits

Wherever a time limit is mentioned in the grievance or arbitration procedures, it may be extended by mutual consent of the parties.

ARTICLE 12 DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Warnings

Whenever the City deems it may be necessary to discipline an employee, it will schedule a meeting with the employee and ensure the employee is made aware of their right to have a union representative in attendance. The City may warn that should the employee fail to bring their work up to standard that discipline, up to dismissal, may follow. Should a discipline follow from the meeting, the City shall within five (5) days thereafter give written particulars of such discipline to the employee involved with a copy to the Secretary of the Union.

12.02 Discharge or Suspension

An employee who has completed his probationary period may be dismissed or suspended but only for just cause. When an employee is discharged or suspended, he shall be given the reason in the presence of his Steward. Such employee and the Union shall be advised promptly in writing by the City of the reason for such discharge or suspension.

12.03 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

12.04 Unjust Suspension or Discharge

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

12.05 Adverse Reports

The record of an employee shall not be used against him at any time in the following instances:

- (a) When eighteen (18) months have elapsed since the suspension, provided there has been no recurrence of a similar and/or any other serious infraction.
- (b) When twelve (12) months have elapsed since the issuance of a letter or verbal reprimand, provided there has been no recurrence of a similar and/or other infraction.
- (c) No adverse information shall be added to an employees personnel file without the employee's prior knowledge.

12.06 Crossing of Picket Lines During Strike

In the event that any employees of the City, other than those covered by this Agreement, engage in a legal strike, or where employees in a labour dispute engage in a legal strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line or handle goods from an employer where a strike or lockout is in effect when the Canadian Labour Congress, its affiliates or subordinate bodies have declared such goods hot, shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

12.07 Emergency Service During Strike

Both parties agree to attempt to obtain an agreement with the striking union for permission to provide emergency services where and when required.

12.08 Political Action

No employee shall be disciplined for participation in any political action called by the Canadian Labour Congress, B.C. Federation of Labour or the Canadian Union of Public Employees (National or Provincial).

12.09 Access to Personnel File

An employee shall have the right to have access to and review his personnel file, and make copies during normal working hours. The City will ensure that this personnel file will be made available to the employee in the department they are currently working in.

ARTICLE 13 CASUAL EMPLOYEES

13.01 Definition

A casual employee is defined as an employee who works in a temporarily vacant position to cover for a regular employee's absence due to illness, injury, vacation, leave of absence, etc., or to cover for short-term (less than six (6) weeks) extra work.

The City will advise the Union in writing of the use of casual employees and will provide the Union with an accounting of casual hours distributed every three (3) months.

13.02 Availability

(a) A casual employee may be unavailable for work for up to six (6) calendar weeks of work annually (i.e. forty-two (42) calendar days in a seven (7) day work week operation, thirty-six (36) calendar days in a six (6) day work week operation or thirty (30) days in a five (5) day work week operation.) A casual employee shall apply to the department head for such leave and approval shall not be unreasonably withheld. This leave shall be applied for and approved in writing.

(b) Casuals will be called in order of their casual seniority subject to their qualifications and "c" below. **Casuals will be called by phone first, but then may be contacted by text or email.**

- (c) A casual employee who refuses three (3) consecutive shifts shall be placed on the bottom of the call in list until they accept a call in for a shift.
- (d) A casual employee may be granted a leave of absence from the casual list for good and sufficient cause. Good and sufficient cause shall be determined by the City.

13.03

Casual Seniority List

- (a) All casual employees shall accrue seniority by hours worked upon completion of sixty (60) days worked.
- (b) A casual seniority list shall be updated and printed every three (3) months.
- (c) For job postings the seniority date will be determined by hours worked up to the posting's closing date.
- (d) An employee on the casual seniority list shall not have seniority preference over an employee on the regular seniority list.
- (e) A casual employee who becomes a regular employee shall have his casual hours prorated to that of a full-time employee and be given a seniority date on the regular seniority list that is backdated from the date of becoming a regular employee.
- (f) An employee who is placed on the regular seniority list and who is subsequently placed on the casual callout list shall maintain his regular seniority date.
- (g) Casual employees shall be listed by department and shall only have preference for casual work within one (1) department. Departments shall be RCMP, Recreation, City Hall, Public Works and Fire hall.
- (h) A casual employee is not used where work warrants a regular position.

ARTICLE 14 SENIORITY

14.01

Federal-Provincial Aided Projects

For all individuals specifically hired as employees by the City on Federal-Provincial financial aided Municipal projects, seniority will not take effect until such projects have been completed and the individuals hired are subsequently retained by the City as part of the bargaining unit.

14.02 Seniority Defined

- (a) Seniority is defined as the length of service in the bargaining unit.
- (b) Regular Seniority List

All regular employees shall, upon completion of the probationary period, have seniority from the date of hire, subject to article 13.03(c).

14.03 Seniority Lists

The City shall maintain two (2) seniority lists (one (1) casual and one (1) regular status) showing the date upon which each employee's service commenced with the City. Up to date seniority lists shall be sent to the Union and posted on all bulletin boards every three (3) months on January 1, April 1, July 1, and October 1.

14.04 Probationary Employees

Employees shall be considered on a probationary basis for a period of three (3) months from the date of hire. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. The employment of such employees may be terminated at any time during the probationary period with recourse to the Grievance Procedure. After completion of the probationary period, seniority shall be effective from the original date of employment in the regular position as amended by article 13.03(c).

14.05 Employee Definitions

- (a) Definition of Regular Employees

A regular employee is defined as an employee who was the successful applicant on a posted regular position and has successfully completed a probation period.

- (b) Applicability of Provisions

The provisions of this Agreement are fully applicable to all employees unless otherwise stated within this Agreement.

(c) Student Employees

A student employee shall mean a student hired on a full-time basis between May 1st and the second Friday of September. A student is defined as a person who intends to continue his education on a full-time basis in September. The City shall advise the student, at the time of appointment, of the anticipated date of termination. Notwithstanding 16.03, notice of layoff is not required. A student employee shall not retain seniority rights accumulated as a student. No student will work in a department where a regular employee is on layoff.

(d) Skate Patrol Employees

Skate Patrol employees are those who work on a part time, seasonal basis of typically less than ten (10) hours per week. From the date of ratification all newly hired employees shall be hired on a temporary basis. They shall accrue service for seniority on the casual seniority list as per 13.03. Their casual seniority shall be maintained throughout the off-season.

14.06

Loss of Seniority

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the City. An employee shall only lose his seniority in the event:

- (a) he is discharged for just cause and is not reinstated;
- (b) he resigns;
- (c) he fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the City informed of his current address in writing;
- (d) he is laid off for a period longer than twelve (12) months;
- (e) a casual employee is not called to work for six (6) months.

14.07

The City shall endeavour to avoid hiring more than one (1) employee on a given day. Should more than one (1) employee be hired on the same day, they will draw numbers for the purposes of determining their order of seniority.

ARTICLE 15 PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a vacancy occurs or a new position is created in the bargaining unit, the City shall notify the Union in writing and post notice of the position on bulletin boards at City Hall, RCMP, City Stores lunch room, Fire hall, Civic Centre, Swimming Pool, cemetery and landfill site for a minimum of seven (7) calendar days in order that all members will know of the position and be able to make written application. If the City does not intend to immediately post the position, the Union shall be notified in writing within seven (7) calendar days as to the City's plans for filling the position. A casual position shall not be declared regular until it has been posted and filled in accordance with this Article.

15.02 Information in Postings

Such notice shall contain the following information:

nature of position, qualifications, required knowledge and education, skills, shift, department, wage or salary rate or range. Those qualifications may not be established in an arbitrary or discriminatory manner.

15.03 Method of Making Appointments

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the qualifications, fitness and ability. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

15.04 Trial Period

The successful and unsuccessful applicants shall be notified within one (1) week following appointment. The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. With the approval of the Union, the trial period may be extended for **two (2)** additional months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate and without loss of seniority. Any other employee(s) promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

15.05 Union Notification

The Union shall be notified immediately of all appointments, hirings, layoffs, transfers, and terminations of employment.

15.06 On the Job Training

The City considers it desirable to develop and maintain a system of "on the job" training so that employees shall have an opportunity to qualify for promotion, transfer or temporary filling of vacancies. Accordingly, employees will be allowed opportunities to learn the work of higher or equal positions during regular working hours by working together with other employees for temporary periods without affecting the salary or pay of the employees concerned, with such training taking place when staff time is available. The trainee shall remain under supervision. Such opportunities for training shall be allocated to those employees who have indicated a desire to be trained, with seniority being given due consideration.

15.07 Training Courses

Training, at no expense to the employee, shall be offered in the following manner of priority:

- (a) Training related to an employee's current classification within a department shall be given by seniority and such training shall be offered on an equitable basis subject to the needs of the department.
- (b) An employee not currently in the classification, but within the department, shall be offered training by seniority. Offers of training shall be recorded as accepted or rejected.
- (c) Courses taken during an employee's regular working hours shall be without loss of pay. Part-time and casual employees shall be paid for the hours, up to full-time, for a course taken under (a) above.
- (d) Should the employee participate in training requested by the Employer and classroom time **or approved travel time occurring** on a regular day of rest, the employee will be allowed to bank such hours at straight time.

All attempts will be made to schedule training during an employees' regular working hours.
- (e) All training opportunities, other than those related to specific classifications shall be posted as per (a) above, in the appropriate department.

- (f) **If a regular employee requests and receives approval to attend a course that is not directly related to their current job, only the cost of the course shall be eligible for reimbursement upon successful completion. No salary will be paid for course instruction time, nor travel time.**

15.08 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit. Such employee shall have the right to return to his former position in the bargaining unit within six (6) months of leaving the unit and such period shall be at no loss in seniority or benefits.

15.09 Temporary Vacancies

Regular employees who occupy permanent jobs and who are successful applicants for temporary jobs shall be considered to be regular employees in temporary jobs who will revert to their previous job upon the temporary job becoming redundant.

(a) Temporary Vacancies of Less Than Six (6) Weeks

When any position, including that of Foreman or Supervisor, becomes vacant for less than six (6) weeks, the temporary appointment shall be offered to qualified employees within the department first, then bargaining-unit-wide. However, the City shall have the right to determine whether or not the temporary vacancy shall be filled and to what extent.

(b) Temporary Vacancies of Six (6) Weeks or More

A temporary vacancy expected to be six (6) weeks or more in duration or a position that has been vacant for six (6) weeks shall be posted bargaining-unit-wide. However, employees in a department where the vacancy occurred may be moved or transferred within the department according to their qualifications and seniority and the resulting vacancy shall be posted bargaining-unit-wide.

(c) Additional Hours for Part-time Employee

- (i) A part-time employee shall have the right to work additional hours, up to fulltime, in any classification in the employees department if the employee is qualified. Such work shall be offered by seniority.
- (ii) Should an employee be offered extra hours that would result in overtime, the employee shall advise the supervisor of such.
- (iii) Regular part time employees are entitled to benefits according to article 27.01.

15.10 Disabled Employee's Preference

An employee who has been incapacitated at his work by injury or compensatory occupational disease, or who, through advancing years or temporary disablement is unable to perform his regular duties shall, if possible, be employed in other work which he can perform at the employee's regular worksite and regular work shift. If the available work is outside the employee's regular worksite and regular work shift, the employee shall have the option of accepting the available work. If the employee is unable to return to his regular position within six (6) months from the date of incapacitation, the City shall offer a position(s) based on qualifications and ability, however an employee may not displace an employee with more seniority. Such an employee may be appointed to a vacant position without regard to the seniority provisions of Article 15.03. Such an employee shall not have his salary reduced for a period of twelve (12) months; for the next twelve (12) months he shall receive the rate halfway between his former rate and the position to which he was assigned and then he shall receive the rate for the new position. This Article shall not apply to an employee who qualifies for the maximum pension under the Pension (Municipal) Act or has attained the age of 65.

15.11 Minimum Public Works Staffing

The Employer will maintain a year round minimum of forty six (46) full-time employees in the public works department.

ARTICLE 16 LAYOFFS AND RECALLS

16.01 Layoff Defined

A layoff is defined as a reduction in the work force or a reduction in the hours of work of a regular or probationary employee. Casual employees, by the nature of the positions to which they were hired, are deemed not to be laid off, and shall not have rights under this article.

16.02 Layoff by Seniority

Both parties recognize that job security should increase in proportion to length of service. In the event of layoff, employees in the affected classifications, shall be laid off in the reverse order of their bargaining-unit-wide seniority, provided the remaining employees are qualified to perform the available work and subject to the layoff procedure outlined in 16.04.

16.03 Notice of Layoff

Other than casual employees, employees who are to be laid off will be given notice in writing as specified below:

- (a) Where an employee has less than one (1) year of service, one (1) week's notice;
- (b) Where an employee has one (1) year and up to three (3) years' service, two (2) weeks' notice, and for each subsequent year of service, one (1) additional week's notice, up to a maximum of eight (8) weeks' notice.

If an employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

16.04 Layoff Procedure

- (a) In the event of a layoff, the employee in the position which is being eliminated or reduced shall be laid off. Where more than one employee works in the same classification, the employee with the least seniority shall be the first laid off.
- (b) An employee who has been laid off may bump a less senior employee providing that the employee has the ability and qualification(s) to perform the job.

16.05 Employee Options on Layoff

Where a position is being eliminated, an employee, upon receiving written layoff notice shall have the option of accepting the layoff, bumping, or accepting severance pay as set out in the appropriate articles. Where a position's regular hours are being reduced, an employee has the additional option of accepting the position with the reduced hours. Reinstatement of hours shall not require a posting if the position is held by the employee who received the layoff notice.

16.06 Casual Work for Employee on Layoff

(a) An employee on layoff who chooses to be available for casual work, for which he is qualified, shall be called in based on seniority, to casual work before casual employees are called in for that work. If a regular employee accepts casual work, the twelve (12) month layoff period shall recommence from the last day of casual work. Benefits will not recommence. A regular employee who refuses three (3) consecutive calls for casual work will not be called for casual work but will remain on the layoff list. An employee on layoff, who does not want casual work, either temporarily or permanently, shall advise the City of his decision, in writing.

(b) When called for casual work, the employee shall advise the number of days worked during the current calendar week and the last shift worked, if requested.

16.07 Bumping Procedures

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

(b) An employee shall be limited to two (2) opportunities to displace a junior employee and shall be given a one (1) month trial period in the new position. At any time in the trial period (for the first or second bump) the employee may choose severance or to revert to layoff with no recourse to further bumping.

(c) The City shall decide the appropriate start date in the position being bumped into. If the employee is placed in the new position before expiry of the notice of layoff period, the wage rate applicable to the notice period shall be paid, if higher.

(d) An employee bumping into a position, which has a different shift than the current position, shall be placed in the new position at a time that minimizes any overtime or premium payments, which the City would incur due to the bump. However, the employee shall not lose any pay in order to accommodate the start in the new position.

(e) When an employee bumps into a position, this position is now considered the employee's bid position. To move to a different position an employee will have to bid on job postings.

16.08 Rate of Pay

An employee, with two (2) or more years' seniority, bumping into a position with a lower rate of pay, shall retain his rate of pay for twenty (20) days, after which he shall receive the rate of pay for the new position. In all other situations, the employee shall receive the rate of pay of the new position.

16.09 Notification of Change of Address

It shall be the employee's responsibility to keep the City informed in writing of his current address and phone number, **as well as changes to cell phone and email address if the employee has chosen to be contacted by these means.**

16.10 Recall Rights for Regular Employees

(a) A laid-off employee shall have the right of recall to his former classification, should it become available. Laid-off employees who refuse to be recalled to their former positions and hours, without reasonable cause, shall lose their recall and seniority rights. Reasonable cause may be subject to the grievance process.

(b) Employees shall be recalled from layoff in order of seniority, for other bargaining unit positions subject to the job posting process and provided they are qualified to perform the work available. Laid off employees have the bidding rights of an active employee while laid off.

- (c) No new employees will be hired in classifications affected by a layoff until those laid off and retaining seniority have been given the opportunity of re-employment or reinstatement of regular hours of work provided they are qualified to perform the available work.

16.11 No New Employees

No new employees will be hired until those laid off and retaining seniority have been given the opportunity of re-employment as per article 15, or 16.10 or reinstatement of regular hours of work as per article 16.05.

16.12 Severance Pay Option

An employee who is laid off is entitled to choose severance pay at any time prior to loss of seniority. Upon acceptance of severance pay, all rights under this Agreement are terminated except continuation of benefits provided in Article 27.06, which shall be limited to three (3) months. An employee shall automatically be paid severance pay within one (1) week of loss of seniority rights. Severance pay is calculated as follows:

- Less than three (3) years' continuous service at the time of layoff: one (1) week's current pay for each year of service prorated for part years.
- Three (3) or more continuous years' service at time of layoff: for the first (1st) year of service, three (3) weeks' current pay; for the second (2nd) year of service, three (3) weeks' current pay; for each year thereafter, two (2) weeks' current pay, prorated for part years.
- Severance pay is limited to six (6) months' current pay.
- The employee's current pay is defined as the regular wages at time of lay off.

16.13 Grievance on Layoff

A grievance concerning layoff shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 17 HOURS OF WORK

17.01 Hours

- (a) The regular work week for employees working forty (40) hours per week shall be eight (8) hours between half-past seven (7:30) a.m. and half-past four (4:30) p.m. Monday to Friday inclusive, with one-half (½) hour off for lunch.

- (b) The regular work week for employees working thirty-seven and one-half (37½) hours per week shall be seven and one-half (7½) hours per day between the hours of half-past eight (8:30) a.m. and five (5:00) p.m. Monday to Friday inclusive, with one (1) hour off for lunch. Employees to which this section applies shall be draftspersons, collector, chief draftsperson, accountant and payroll Administrator.
- (c) The regular work week for employees working thirty-five (35) hours per week shall be seven (7) hours per day between half past eight (8:30) a.m. and five (5:00) p.m. Monday to Friday inclusive, with one (1) hour off for lunch, such hour to be at the discretion of the Department Head.
- (d) Employees required to work other than the regular work week shall be covered by Schedule "C" of this Agreement.
- (e) One-half (½) hour meal time shall be included as part of the regularly scheduled work period for employees who are not able to absent themselves from the premises where they are working.

(f) Minimum Posted Hours at the Pool and Skate Patrol

For operational requirements only at the pool and for skate patrol, the City may post a position(s) of less than seventeen and one half (17½) hours per week which may include a minimum two (2) hour per day shift(s).

(g) Shift Change – Facility Custodian /I/I Recreation Department

- (i) Seventy-two (72) hours notice shall be given before an employee's shift is changed. Failure to provide at least twelve (12) hours rest between shifts which are being changed, shall result in payment of overtime at established rates for any hours worked during such normal rest period.
- (ii) Shift changes shall only be made at a time when all employees involved shall suffer no loss of wages because of such shift changes.
- (iii) A maximum shift shall be eight (8) hours work within a twenty-four (24) hour period commencing at 12:00 a.m.
- (iv) All time worked beyond a regular shift of eight (8) hours in the twenty-four (24) hour period (commencing at 12:00 a.m.) shall be considered overtime and shall be paid at the applicable overtime rate.

(h) Shift Change at Pool, Recreation Department

- (i) Seventy-two (72) hours notice shall be given before an employee's shift is changed. Failure to provide at least twelve (12) hours rest between shifts which are being changed, shall result in payment of overtime at established rates for any hours worked during such normal rest period.
- (ii) Shift changes shall only be made at a time when all employees involved shall suffer no loss of wages because of such shift changes.
- (iii) A maximum shift shall be eight (8) hours work within a twenty-four (24) hour period commencing at 12:00 a.m.
- (iv) All time worked beyond a regular shift of eight (8) hours in the twenty-four (24) hour period (commencing at 12:00 a.m.) shall be considered overtime and shall be paid at the applicable overtime rate.

17.02 Temporary Change of Regular Work Week

Both parties agree that under special circumstances employees may be required to temporarily work hours other than regular hours of work as set down in section 17.01 (a), (b), and (c) above. When such is required, the City will notify the employee and the Union at least three (3) working days prior to the temporary change. Shift changes shall be made at a time when any employees involved suffer no loss of wages because of such shift change and shall be for a minimum of five (5) shifts.

17.03 Rest Periods

All employees shall be entitled to ten (10) minute paid rest periods and a minimum thirty (30) minute unpaid lunch period during each shift at times convenient to the contingency of the project according to the following:

Hours worked	Rest Period Entitlement
More than two (2) hours worked	one (1) rest period
More than four (4) hours worked	One (1) lunch period and one (1) rest period
More than six (6) hours worked	Two (2) rest periods, and one (1) lunch period

17.04 Minimum Hours

- (a) A regular employee reporting for work in his regular shift shall be paid his regular rate of pay for the entire period of work, with a minimum of four (4) hours pay.

- (b) Casual employees shall receive a minimum of two (2) consecutive hours' pay. An employee reporting more than once during a twenty-four (24) hour period shall receive the two (2) hour minimum for each time reporting to work.

17.05 Union Meeting Night

On the day in each month on which the regular monthly, special or deferred meeting of the Union is scheduled, work shall cease not later than 6:00 p.m. except in cases of emergency, road paving and shift operations. The Union shall notify the City Administrator five (5) days in advance of any special meetings to be held.

17.06 Flexible Working Hours

The Animal Control Officer, Bylaw Officer and the Traffic Control Officer shall be permitted flexible working hours, as may be mutually agreed upon by the employee and the Department Head. The Union shall be notified of the working hours.

ARTICLE 18 **JOB SHARING**

Where the City, the Union and the individuals involved, find it acceptable, a position may be shared by two (2) employees in the following manner:

(a) Posted Position

In the event of a posted position:

- (i) A joint letter of application shall be submitted for a posting which employees wish to share;
- (ii) Appointment shall be made of the senior qualified applicant, whether or not the applicant has submitted a joint application;
- (iii) The application shall describe the manner in which the position shall be shared;
- (iv) If the job-sharing arrangement cannot continue because the senior incumbent leaves, the entire position shall be deemed to be vacant and shall be posted;
- (v) If the job-sharing arrangement cannot continue because the junior incumbent leaves, the full-time hours shall be offered to the senior incumbent and the senior incumbent may accept the additional hours or may request that the vacated hours be posted.

(b) Position Currently Held by an Employee

In the event of a position currently held by an employee, where that employee wishes to job share:

- (i) The employee shall make a written request to the City, describing the shared arrangement the employee would like to arrange;
- (ii) The City shall post the "shared" portion of the job;
- (iii) The City shall fill the shared portion of the job as per the collective agreement;
- (iv) If the job-sharing arrangement cannot continue because the original employee leaves the position, the position shall be posted with its full hours;
- (v) If the employee who posted into the shared position leaves, the original employee shall assume the full hours;
- (vi) The employee who posted into the shared position cannot assume the full hours on a permanent basis until the position is reposted;
- (vii) The original employee in the position may end the job-sharing arrangement by giving six (6) months written notice.

(c) Shared Positions

All shared positions:

- (i) Employees shall earn full seniority, have full rights under the collective agreement and shall be entitled to benefits as set out in the agreement, except that the City's cost for premiums for benefits covered in article 27.02 (Medical Services Plan, Pacific Blue Cross Extended Health, and Pacific Blue Cross Dental Plan) shall not exceed the cost of one full-time employee on those plans;
- (ii) The City shall provide training;
- (iii) Each employee shall be entitled to Statutory Holiday pay at the same percentage as the percentage of full-time that he works;
- (iv) It is anticipated that the minimum in most job-sharing situations shall be one (1) week on and one (1) week off;
- (v) An employee shall have the right to bid on any position;
- (vi) On termination of the job sharing arrangement the employee left without a position has the right to bump;
- (vii) Employees sharing a position shall have first opportunity to cover for the other employee's illness, vacation, leaves, etc.

ARTICLE 19 OVERTIME

19.01 Overtime Defined

- (a) All time worked beyond a regular shift shall be considered overtime until a break of eight (8) hours occurs and shall be paid at the rate of double time.
- (b) Regular days of rest shall be double time and specified holidays shall be double time, in addition to the holiday pay.
- (c) All time worked beyond a regular shift of eight (8) hours in a twenty-four (24) hour period (commencing at 12:00 a.m.) shall be considered overtime and shall be paid at the applicable overtime rate.

19.02 No Layoff to Compensate for Overtime

Employees shall not be required to lay off during regular hours as defined in Article 17, to equalize any overtime worked.

19.03 Sharing of Overtime

Overtime and call-in time shall be divided equitably among the employees, by department, who are willing and qualified to perform the work that is available. A secondary list of qualified employees from outside the department may be utilized in the event that a department has more overtime and call-in time than can be accommodated by employees in that department. Call-out list(s) of qualified employees will be established and maintained. Employees shall initially be called out in rotating order of seniority.

An employee on vacation is not to be called in for overtime unless all other options have been exhausted.

At the end of each calendar month a printout showing the number of overtime hours worked for each employee shall be posted where it is accessible to employees, with a copy to the Union. The City shall attempt to equalize the hours of overtime among qualified employees. Therefore, an employee who has less hours of overtime than others shall expect to be called out for overtime he is qualified to do before employees with more accumulated hours of overtime. If overtime cannot be equalized over the following calendar month, the process of first calling those with less accumulated hours of overtime shall continue into future calendar months.

Overtime shall be voluntary, with the exception that employees may be required to work overtime to continue work requiring urgent completion or because of road or utility work requiring immediate attention. Urgent completion is defined as work which if left uncompleted creates an unsafe or unsanitary condition for other workers or the public.

19.04 Call In Time

An employee who is called to work from his residence outside of his regular working hours shall be considered to have been called out and shall receive overtime rates of pay as provided in Article 19.01 for all hours worked, with a minimum of two (2) hours at overtime rates of pay or a minimum of three (3) hours of pay at overtime rates if the call to work is between 12:00 midnight and 6:00 a.m. Time worked shall be computed as hours worked plus one-half ($\frac{1}{2}$) hour for travelling time.

19.05 Time Off in Lieu of Payment

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a mutually agreeable time. An employee shall inform his supervisor of his choice of such time off in lieu of payment for overtime work. Accumulated time off in lieu shall be limited to two (2) work weeks per employee at any one time. Time off in lieu shall be taken within one (1) year of the date it was credited to the employee.

19.06 Overtime Call-out List

Any employee who refuses overtime on three (3) consecutive occasions will have his name removed from the overtime call-out list for a period of six (6) months. Inability to contact an employee does not constitute a refusal. Any qualified employee who wishes may, by advising his supervisor, have his name removed from or added to the overtime call-out list, except during the six (6) month period referred to in this article.

ARTICLE 20 SHIFT WORK

20.01 Shift Premium

For the purposes of this section, the definition of shifts shall be:

- (a) All hours worked in any shift between seven (7:00) a.m. and five (5:00) p.m. shall be considered a day shift;
- (b) All hours worked on any shift between one minute passed five (5:01) p.m. and twelve (12:00) a.m. shall be considered an afternoon shift and shall be paid a premium of two and a half percent (2.5%);

- (c) All hours worked on any shift between one (1) minute passed twelve (12:01) a.m. and seven (7:00) a.m. shall be considered a night shift and shall be paid a premium of three and a half percent (3.5%).

20.02 Commencement of Shifts

Employees at the City Yard shall be ready for work by the commencement of shift, and shifts shall commence and end at the Public Works Yard. Direction of the employees shall not occur before commencement of shift.

20.03 Shift Preference

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

20.04 Notice of Shift Change

Maximum available notice shall be given before change of shift. Failure to provide at least twelve (12) hours rest between shifts which are being changed, shall result in payment of overtime at established rates for any hours worked during such normal rest period.

20.05 Split Shifts

Split shifts will not extend beyond twelve (12) hours immediately following commencement of work. Full time employees hired before February 1st, 1982 will not be required to work split shifts.

ARTICLE 21 HOLIDAYS

21.01 List of Holidays

When a statutory holiday falls on Saturday or a Sunday and another day is not proclaimed in lieu thereof in accordance with this Article, a day off in lieu thereof will be given on the last working day immediately preceding or the first working day immediately following the weekend on which the statutory holidays fall. The day off in lieu will be chosen by mutual agreement between the affected employee(s) and the City. If no agreement is reached the City shall choose the day(s) in lieu.

After completing one (1) month's service with the City, all employees covered by this Agreement shall be paid for a regular day's work on each of the following Statutory Holidays, provided that such Statutory Holiday falls upon a normal working day:

New Year's Day	Canada Day	Thanksgiving Day
Good Friday	B.C. Day	Christmas Day
Easter Monday	Remembrance Day	Boxing Day
Victoria Day	Labour Day	Family Day

On Christmas and New Year's Eve (only when these days fall on an employee's regular day of work), employees who work: seven (7) to eight (8) hours receive four (4) hours off with pay, work twelve (12) hours receive six (6) hours off with pay, work four hours (4) receive two hours (2) off with pay.

Four (4) hours on Christmas Eve (only when Christmas Eve falls on an employee's regular day of work);

Four (4) hours on New Year's Eve (only when New Year's Eve falls on an employee's regular day of work); and

All civic declared holidays and those proclaimed by the Canadian Government and the Province of British Columbia. For recreation employees, where a Statutory Holiday falls on a work day, the employee will be paid in accordance with Article 19.01 (b).

The employee must have worked the last working day before and the first working day after the Statutory Holiday. For purposes of this Article, "worked" shall be defined as being on the job, on vacation, on approved sick leave, on W.C.B. or on other approved paid leave of absence or being on unpaid leave of absence of up to five (5) days before or after the Holiday.

When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

21.02 Holidays During Vacation

If a Statutory Holiday falls or is observed during a regular employee's vacation period on what otherwise would be a normal working day for such employee, he shall be granted an additional day vacation for each such Statutory Holiday, in addition to his regular vacation time.

21.03 Holiday Pay - Recreation

If a regular employee is required to work on a holiday when the employee was not scheduled to work, he shall receive double time plus another day off with pay immediately preceding or following his next regular scheduled days off or at another agreed time. The employee shall notify his immediate supervisor a minimum of five (5) shifts prior to the day he will have off. Failure to give notice will result in the granting of such day off at a time set by the City.

21.04 Holidays on Day Off - Recreation

When any of the above noted holidays fall on a regular employee's scheduled day off, the employee shall receive another day off with pay immediately preceding or following his next regular scheduled days off, or at another agreed time. The employee shall notify his immediate supervisor a minimum of five (5) shifts prior to the day he will have off. Failure to give notice will result in the granting of such day off at a time set by the City.

21.05

Where a 911 dispatch employee or guard books off sick on a statutory holiday, eligible regular employees, followed by laid off regular employees shall be offered the shift on the statutory holiday prior to it being offered to eligible casual employees. The exception to this shall be when a casual employee has been previously scheduled for a block of four (4) or more shifts.

21.06 Casual Employees

A casual employee who works on a Statutory Holiday shall receive double time pay for all hours worked.

ARTICLE 22 VACATIONS

22.01 Length of Vacation

An employee shall earn an annual vacation as follows:

Example:

Accrual Rate	6%	6%	6%	6%	8%	8%
Years of Service	0 -1	1 - 2	2 - 3	3 - 4	4 - 5	5 - 6
Vacation Entitlement	0 Weeks	3 Weeks	3 Weeks	3 Weeks	4 Weeks	4 Weeks

Years of Service	Working Weeks	Rate of Pay
1st to 4th	3	6%
5th to 11th	4	8%
12th to 17th	5	10%
18th and 22 nd	6	12%
23rd and thereafter	7	14%

(a) When employees reach a new vacation anniversary date during their 5th, 12th, 18th and 23rd years of service, they shall then be eligible for their new vacation entitlement in that year.

(b) Anniversary date is seniority date and not date of hire.

22.02 Vacation Pay

(a) Vacation pay shall be paid on the work day prior to vacation commencement and shall be calculated on the gross earnings up to and including the pay for the last pay period prior to his vacation, which will include the previous year's vacation pay and Statutory Holiday pay. Casual employees shall receive vacation pay of six percent (6%) on each pay cheque.

(b) Where an employee has a surplus in their vacation bank on their anniversary date over and above their normal entitlement they may elect to have those vacation funds paid out in cash.

22.03 Vacation Schedules

(a) Vacation Applications

All vacations shall be taken in the year of service immediately following that in which they were earned and at a time which shall be subject to the approval of the employer. Each employee shall submit an application, as per Schedule E, for his vacation period to his Department Head by February 15 of each year and the Department Head shall, by March 15th, advise the employee whether the application has been approved. An employee who has had a vacation request approved shall not be denied that vacation scheduled even if the employee changes departments. Should there be a vacation conflict in the new department the parties shall attempt to resolve it. One (1) week's vacation may be carried over into the following year, subject to the approval of the employer.

(b) Priority Times

A maximum of three (3) blocks of time can be requested as "priority times." Vacation approvals will be based on seniority.

(c) Unbroken Vacation Period

An employee shall, wherever possible, be entitled to receive his vacation in an unbroken period, unless otherwise mutually agreed upon between the employee concerned and the City.

(d) Preference by Seniority

Preference in vacation shall be accorded by seniority to an employee who submits his vacation request in accordance with this Agreement over an employee who submits his request after the dates stated in this Article.

(e) Requests After Deadline

If a vacation request is submitted after February 15, the Department Head shall approve the vacation request, if operationally possible, but shall not have the authority to cancel the approved vacation of another employee.

22.04 Vacation Grievances

Any grievance resulting from the rulings of the Department Head shall be referred to a Special Committee on holidays whose majority decision shall be issued within seven (7) days and shall be final. This Committee shall consist of three (3) members, one (1) member to be appointed by the City, one (1) member by the Union and the third (3rd) member shall be agreed to by the Union and City members.

22.05 Illness or Bereavement During Vacation

Sick leave or bereavement leave, as stated in Article 24.03, may be substituted for vacation where it can be satisfactorily established by the employee that a confining illness or an incapacitating accident or a death occurred while on vacation. A claim based on a confining illness or incapacitating accident must be accompanied by a doctor's certificate.

22.06 Early Vacation Entitlement

An employee having less than one (1) year's service may be granted vacation leave equivalent to the amount of vacation pay accrued.

ARTICLE 23 SICK LEAVE PROVISIONS

23.01 Sick Leave Defined

Sick leave means the period of time a regular employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease or because of an accident for which compensation is not payable under the Workers' Compensation Act. An employee must notify his supervisor of an absence due to illness a minimum of fifteen (15) minutes before the commencement of the employee's regular shift. The Union and the City agree that sick leave provisions are provided for those employees who are legitimately sick and therefore agree to work cooperatively in an effort to discourage the abuse of these provisions.

23.02 Amount of Sick Leave

After completing three (3) months of service with the City, from the date of hire all employees covered by this Agreement shall accumulate sick leave in the following manner:

- (a) one and one-quarter (1¼) days per month;
- (b) all unused sick leave in each year shall be allowed to accumulate to a maximum of two hundred (200) days.

23.03 Proof of Illness

Sick leave absences may be required to be substantiated by a doctor's certificate. When a doctor's certificate is required, the City shall pay the cost of the certificate, if there is a charge. When the City requires a doctor's certificate attesting to the employee's sickness or disability such request shall be made during the time the employee is absent from work. Failure to provide a certificate shall result in lost wages for the time the employee was off and may result in disciplinary action.

23.04 Hurt on the Job

Any employee who is hurt on the job shall be paid full time up to a period of six (6) months from the date of accident for the time he is actually covered by the Workers' Compensation Board and the City shall receive his compensation cheque for the said period. Where the first (1st) day is not paid by the Workers' Compensation Board, the first (1st) day shall be treated as sickness and salary paid by the City. An employee during the probationary period shall have the sick day provided from the general sick leave. An employee temporarily relieving at a higher rated job shall be paid benefits at the higher rate, provided he worked at the higher rated job for two (2) weeks prior to being hurt.

23.05 Sick Leave During Leave of Absence

When an employee is given authorized leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., PROVIDED this time does not exceed twelve (12) months, he shall not receive sick leave credit for the period of such absence, but shall retain his cumulative credit, if any, existing at the time of such leave or layoff.

23.06 Medical Care Leave

An employee shall be granted the necessary time off for the purpose of an appointment relating to physical health of the employee or dependent, with a licensed professional practitioner, and when practical shall return to work immediately following the visit. The employee is required to have the necessary form as supplied by the City signed by the attendant practitioner in order to qualify. The employee shall give at least one (1) day's notice to the City when such a visit is contemplated. This time off will be deducted from accumulated sick leave.

23.07 Sick Leave Without Pay

Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

23.08 Sick Leave Records

A record of all unused sick leave will be kept by the City. Immediately after the close of each calendar year, each employee shall review the records of the City and verify that the accumulated sick leave is correct. Any employee is to be advised, on application, of the amount of sick leave accrued to his credit.

23.09 Illness at Home and Hospitalization

(a) Illness at Home

In case of illness of an immediate member of the family of an employee where no one at home, other than the employee, can provide for the needs of the ill person; the employee shall be entitled, after notifying his Department Head, to use a maximum of three (3) accumulated sick leave days per illness for this purpose. A doctor's certificate may be required for such use of sick leave and, if required, shall be paid by the City, if there is a charge. For the purpose of this section "immediate member of the family" is defined as any person who lives with the employee as a member of the employee's family.

(b) Hospitalization

In the event of hospitalization of an immediate member of the family of an employee, outside of the Prince Rupert area, the employee shall be entitled, after notifying his department head, to use accumulated sick days while out of town due to the hospitalization of the family member, to a maximum of ten (10) days annually. If the employee has no accumulated sick leave days, the employee may apply to the sick leave bank. Immediate family for the purposes of the clause means spouse, child or parent.

23.10 Sick Leave Bank

The City shall contribute one-quarter ($\frac{1}{4}$) sick day per month per employee to a sick leave bank not to exceed one hundred and fifty (150) days. The employee shall apply in writing to the Department Head, with doctor's certificate, if requested. It is understood that all other forms of income replacement (such as Workers' Compensation or Employment Insurance) will be utilized prior to allocation of funds from the sick leave bank. An employee may use up to sixty (60) days paid leave from the sick leave bank. Employees who have been disciplined for misuse of sick leave will not qualify for this bank for a six (6) month period. The City shall annually provide information to the Union of sick bank usage.

23.11 Sick Leave Draw

An employee who accumulates twenty-five (25) days unused sick leave shall be entitled to draw from his accumulated sick leave, leave with pay and such leave, when used, shall be deducted from sick leave as paid leave.

On December 31st of each year, the City shall calculate the amount of paid leave an employee may use in the following calendar year.

The paid leave shall be calculated by adding the sick days earned in the previous calendar year, after attaining twenty-five (25) days, subtracting any days used for sick leave and then take one-third ($\frac{1}{3}$) of the result as paid leave, rounded to the nearest whole number; a half ($\frac{1}{2}$) day shall be rounded upwards.

23.12 Sick Leave on Termination

Upon termination of employment with the City, an employee shall be eligible for payment of twenty-five percent (25%) of accumulated sick days.

ARTICLE 24 LEAVE OF ABSENCE

24.01 For Union Business

Up to five (5) 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 City, or up to two (2) representatives, exclusive of the grievor, with respect to a grievance.

24.02 Union Conventions and Meetings

(a) Leave of absence without pay and without loss of seniority shall be granted upon request to the City to employees elected or appointed to represent the Union at Union Conventions. Leave of absence without pay shall be granted to employees to attend Executive and Committee meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies. Leave of absence without pay and without loss of seniority shall be granted upon request to the City for one (1) employee to attend collective agreement negotiations on behalf of sub-locals of CUPE Local 105.

(b) Leave of absence without pay and without loss of seniority may be granted upon request to the City for employees to attend union seminars. Reasonable written notice shall be provided to the City. No request for any leave of absence under this provision shall be unreasonably denied.

(c) Employees on leave of absence as contained in this section shall have their time cards marked "paid for - not worked" (PFNW). Employee benefits shall continue as normal, and the City shall bill the Union the cost of wages plus **twenty five percent (25%)** for benefits.

24.03 Mourner's Leave

(a) An employee shall be granted a maximum of five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death of a spouse, child or ward, parent, guardian, brother, sister, mother-in-law, father-in-law, grandchild or grandparents. Reasonable additional paid leave up to four (4) days for travel shall be allowed when necessary.

(b) An employee shall be granted one (1) day paid leave for family not covered in Article 24.03 (a) upon written application to the City.

(c) One-half (½) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner.

(d) A casual that is working and requires time off for bereavement is eligible for lost wages up to five (5) days or the amount of time scheduled within a week of the death, whichever is the lesser.

24.04 Education Leave

Leave of absence with pay and without loss of seniority shall be granted to allow employees of the City time to write examinations or attend courses to improve qualifications in the service of the City PROVIDED:

- (a) The course taken is beneficial to the City,
- (b) The employee undertakes to remain with the City for six (6) months from the date of the examination.

The City shall post in all departments any training courses for which employees may be selected. When necessary, the senior qualified applicant will be given due consideration, except where a course is pertinent to the work presently performed by another employee, then that employee shall be given first selection priority.

24.05 Training Expenses and Wages

An employee who is authorized to attend apprenticeship and training courses shall be reimbursed for transportation, accommodation and meal expenses incurred while outside Prince Rupert, less the amount provided by Human Resources Development Canada or other training sources. An employee shall receive his normal earnings while attending apprenticeship and training courses.

24.06 General Leave

The City, at its discretion, shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be made in writing and approved by the City. Such request shall be given every consideration.

24.07 Pregnancy Leave

An employee shall have the right, upon written request, to unpaid leave of absence for pregnancy on the following basis:

(a) An employee shall be granted leave to a maximum of seventeen (17) weeks at the employee's option. The employee shall notify the City at least one (1) week prior to returning to the job. The employee shall be placed in her former job or another which is consistent with her seniority, qualifications and former salary. The City shall continue to provide coverage for all employee benefits while on maternity leave. This leave shall be extended, if requested by a medical practitioner. Upon return to work all increments to wages and benefits will be reinstated to the employee as if the leave had not been taken.

(b) If during the maternity leave or prior to taking leave, an employee indicates in writing that a longer period is required than allowed above, then upon conclusion of seventeen (17) weeks pregnancy leave, the employee shall be considered on unpaid parental leave of absence for up to an additional thirty five (35) weeks. The employee may elect to continue paying the premiums for the benefit plans for the period of leave of absence. During such leave the employee shall retain seniority rights but shall not accrue time for salary increments. The employee shall notify the City at least four (4) weeks prior to wishing to return to work. The City shall place the employee in her former job or a job consistent with her seniority, qualifications and former salary.

(c) Where the pregnancy is terminated before a request for leave is made, the City shall, on receipt of a certificate of a medical practitioner, grant the employee pregnancy leave under this Article of up to six (6) weeks at the employee's option.

(d) Pregnancy shall not disqualify an employee from any benefit arising in this agreement.

24.08

Paternity Leave

An employee shall be granted leave with pay for the birth of his child, provided that the leave be deducted as paid leave under the provision of the Sick Leave Draw Article.

24.09

Adoption Leave

An employee, upon request, shall be entitled to the same provisions of the Parental Leave Article of this Agreement.

24.10 Jury or Court Witness Duty

The City shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any Court. The City shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

24.11 Leave for Union and Public Duties

The City recognizes the rights of the employees to participate in public affairs. Therefore, upon written request, the City shall grant leave of absence without loss of seniority so that employees may be candidates in a federal or provincial election.

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

24.12 Parental Leave

Leave of absence to a maximum of thirty seven (37) weeks without pay and without loss of benefits and seniority shall be granted to employees who do not access pregnancy leave. This leave shall commence after the birth of the child and within fifty two (52) weeks of the birth.

Where a child requires an additional period of parental care due to reasons of disability, an extension of up to five (5) weeks shall be granted. The City may request a medical certificate for the purposes of this extension.

ARTICLE 25 PAYMENT OF WAGES AND ALLOWANCE

25.01 Payment of Wages

Wages and classifications shall apply as set out in Schedules "A" and "B" attached hereto and forming part of this Agreement. The rate of pay for any classification not included in Schedules "A" and "B" shall be negotiated, if necessary, by the parties, on the understanding that failure to reach agreement on any rate shall necessitate the submission of same to a Board of Arbitration as provided for in Article 11 of this Agreement.

25.02 Equal Pay for Equal Work

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

25.03 "Dirty Work" Premium

(a) When employees are required to work at the City landfill operation which necessitates handling garbage on the landfill site, they shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour for all such hours worked following contact, with a minimum payment of two (2) hours.

(b) Employees shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour when working in raw sewage or digging a grave for disinterment or working with asphalt, or repairing garbage handling equipment (**only mechanics who don't have a vehicle inspection certificate are entitled to dirty pay**). Such premium shall also apply when employees are asked to clean excrement, vomit or blood. Such premium shall apply to all hours worked following commencement of such work.

25.04 Sunday Premium

All employees whose work week includes work on Sunday shall be paid a premium of five percent (5%) applied to the regular rate of pay for all work performed on Sunday.

25.05 Pay Days

(a) All employees covered by this Agreement shall be paid every alternate Friday. Pay will be available before 4:30 p.m. on pay days. Shift workers shall be paid by 2:00 p.m. on pay days.

(b) All employees shall be paid by direct deposit, except those who have opted out. Once on direct deposit employees shall not revert to chequing.

(c) All new employees shall be paid by direct deposit.

25.06 Classifications

(a) All employees shall be paid at the rate set forth for the classifications for which they are hired, irrespective of whether they are employed full time in their classification or not.

- (b) Employees called on to perform work in a higher classification shall be paid the higher rate for the full day.
- (c) An employee temporarily receiving a higher rate of pay shall be paid the higher rate for any Statutory Holidays occurring within that work period, provided the employee has worked at the higher paying job for three (3) weeks.

25.07 On Call Pay

When an employee is advised that he is "on call," that is, immediately available by direct telephone contact, he shall be paid straight-time wages at the following rates:

One (1) hour pay for every six (6) hours or part thereof on call or five (5) hours or part thereof per day for Holidays listed in Article 21. All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with Article 19 Overtime, of this Agreement. A site visitation is required when "called out." Management retains the right to use its own staff on "on call" duty.

25.08 Overtime Meal Allowance

Employees required to work three (3) hours overtime in conjunction with a shift shall be provided with a paid one-half (½) hour at overtime rates for a meal interval. After working another four (4) hours overtime an employee will be provided with a paid one-half (½) hour at overtime rates for a meal interval, provided the work will continue.

25.09 Pay on Temporary Assignment

An employee temporarily assigned to a position with a lower rate of pay shall maintain his regular rate of pay.

25.10 Occupational First Aid

- (a) Three (3) employees from the Public Works unit holding valid Occupational First Aid Tickets, or equivalent, approved by the Workers' Compensation Board, shall be paid a premium of one dollar and twenty-five (\$1.25) per hour.

Any of the designated employees are eligible for reimbursement of the cost of tuition when such employee successfully completes a W.C.B. approved Industrial First Aid Course.

The number of employees and departments affected may be amended by WCB standards but shall not fall below this agreement.

- (b) An employee designated as First Aid Attendant shall receive a premium of one dollar and fifty cents (\$1.50) per hour but not compounded with (a) above for holding an Occupational First Aid Ticket or when a vacancy occurs in the position of Storeskeeper the successful applicant shall possess or obtain as soon as possible a valid Occupational First Aid Ticket and in such a case the employee's regular rate of pay shall be increased by one dollar and twenty-five cents (\$1.25) per hour.
- (c) The City shall pay the cost of the Occupational First Aid Course plus expenses provided for in Article 24.05 for the designated First Aid Attendant(s) when such is required and the employee successfully completes the course.
- (d) An employee being paid a premium shall provide first aid services when called upon to do so.
- (e) It is the responsibility of the employee to maintain his qualifications and to inform the City should his First Aid Ticket expire. The premium is to be suspended upon expiry.

25.11 Footwear and Uniforms

- (a) Boot Allowance
All regular outside employees will have one hundred percent (100%) of the cost of a pair of safety-toe work boots to a maximum of **one hundred and seventy five dollars (\$175.00)** by the City, as wear dictates.

- (b) Pool Deck Footwear
All employees who work on the pool deck and/or change rooms shall have one hundred percent (100%) of the cost of appropriate footwear to a maximum of **eighty five dollars (\$85.00)** by the City, as wear dictates.

- (c) By-law Enforcement & RCMP Guards Footwear and Uniforms
Regular By-law Enforcement Officers and **RCMP Guards**, without cost to the employees, shall be provided with a full uniform, including footwear. The contents of the uniform shall be determined by the City.

25.12 Surveyor's Vest

All employees classified as Surveyor or Surveyor/Draftsperson will be provided by the City with a survey vest and will have it replaced when wear indicates such.

25.13 Swimsuits

Regular lifeguard/instructors shall receive a swimsuit allowance of one hundred percent (100%) of the cost of swimsuits to a maximum of seventy-five dollars (\$75.00) per item, as wear dictates but in no case will the allowance exceed one hundred and fifty dollars (\$150.00) per year.

25.14 Swim Pool Qualifications

- (a) A swim pool employee who is required to take a course or examination to renew or maintain qualifications shall, upon successful completion, be reimbursed the course or examination fees. Such an employee shall receive wages as per Article 15.07c while attending such a course or examination.
- (b) It is the employee's responsibility to maintain current certification for all aquatic awards. The City shall ensure that recertification courses are provided at no loss of pay. The City will post a list of recertification courses every four (4) months. If recertification opportunities are not available in Prince Rupert, the City shall pay the costs involved in the recertification. The City will not pay any expenses if an employee chooses not to attend a locally scheduled course and must go out of town to maintain current certification status. Such courses are subject to Department Head approval.
- (c) WHMIS training to be provided by the City on paid time at no cost to the employee.
- (d) Changes in Provincial Health Act regulations will be discussed by the parties to ensure that pool and employees meet the new regulations.

25.15 Hepatitis "B" Inoculations

Hepatitis "B" inoculations shall be provided to all pool employees at the City's cost. If inoculations are done during the employee's working hours, there shall be no loss of pay to the employee.

25.16 Premiums for Utility Group

- (a) The City shall pay a premium to eligible positions, as follows:

Twenty five cent (\$0.25) increase for every five (5) day course passed for the following:

Water Distribution I & II
Wastewater Collection I & II
Chlorine Handling
Water Treatment I & II
Wastewater Treatment I & II
Cross Connection Control

Fifty cent (\$0.50) increase for every five (5) day course passed for the following:

Water Distribution III & IV
Wastewater Collection III & IV
Water Treatment III & IV
Wastewater Treatment III & IV

- (b) Eligible Positions: Utilities Foreman, Utility Inspector/Chargehand, Utility Inspector, Pipefitter, Utility Operator, and Waterworks Operator.
- (c) It is the responsibility of the employee to maintain his/her certification and to inform the City should a certification expire. The premium is to be suspended upon expiry.

25.17 Premium for Landfill Operator Certification

- (a) Designated Landfill Operators holding a valid Landfill Operators Certification (SWANA) shall receive a premium of twenty five cents (\$0.25) per hour.

- (b) The City shall pay the cost of the Landfill Operators Certification course plus expenses, when such is required, and the employee successfully completes the course.

25.18 Premium for Iceemaker II – Certified Class V Refrigeration

The City shall pay a premium to eligible positions of fifty cents (\$0.50) per hour.

25.19 Premium for Chlorine Handling Certification

The City shall pay a premium for a maximum of two (2) positions in the Recreational Department of twenty five cents (\$0.25) per hour.

25.20 Premiums for Certified Engineering Technician, Applied Science Technologist

The City shall increase an employee's rate of pay by **one dollar (\$1.00)** per hour when he becomes a Certified Engineering Technician and **two dollars (\$2.00)** per hour when he becomes certified as an Applied Science Technologist (A.Sc.T.) but not cumulative, and is employed in one of the following classifications:

Surveyor	Draftsperson	Engineering Technologist
Surveyor/Draftsperson	Chief Draftsperson	

25.21 Mileage Claim

Employees required to occasionally use their vehicles for work purposes, as approved by the employer, will be paid ten dollars (\$10.00) minimum per day used, or the current Canada Revenue Agency KM rate per kilometre, whichever is greater.

ARTICLE 26 JOB CLASSIFICATION AND RECLASSIFICATION

26.01 No Elimination of Present Classification

Existing classifications shall not be eliminated without prior consultation with the Union.

26.02 Changes in Classification

When any position not covered by Schedule "A" and "B" of this Agreement is established or the duties and responsibilities of a position are significantly changed during the term of this Agreement, the rate of pay shall be subject to negotiations between the City and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

26.03 Downward Reclassification of Position

An employee shall not have his salary reduced by reason of a change in the classification of his position.

ARTICLE 27 HEALTH AND WELFARE BENEFITS

27.01 Eligibility for Benefits

All regular employees with posted position(s) of seventeen and one-half (17½) hours per week or more are eligible to participate in the benefits of this Article unless otherwise stipulated. The City shall pay the registration and premiums for all eligible employees who request such coverage. Employees in a posted temporary position of seventeen and a half (17½) hours per week or more shall be eligible for benefits while in that posted position.

27.02 Medical Plans

Medical Services Plan - after one (1) month's service.

- (a) Manulife Financial
 - Vision care five hundred dollars (\$500.00) every twenty four (24) months per family member after employee has completed three (3) months of service
 - Eye exams ninety dollars (\$90.00) every twenty four (24) months per family member after employee has completed three (3) months of service
 - Also to include an EHB Net Drug Plan

Extended Health Benefit's lifetime limit to unlimited.

- (b) Manulife Financial - After three (3) months' service, Plan A one hundred percent (100%), Plan B eighty five percent (85%), Plan C one hundred percent (100%), (Plan C maximum to seven thousand dollars (\$7,000.00) lifetime limit.)

Effective date	Benefit (per year)	Coverage amount up to
February 1, 2006	Acupuncture and podiatrist	\$200.00
	Chiropractor group	\$300.00
	Physiotherapy group	\$300.00
	Medical supplies	\$500.00
	Orthotics	\$250.00
February 1, 2007	Acupuncture and podiatrist	\$250.00
	Chiropractor group	\$350.00
	Physiotherapy group	\$350.00

27.03 Group Life Insurance

- (a) The City will provide Group Life Insurance coverage of **one hundred thousand dollars (\$100,000.00)**, with additional Death and Dismemberment, after three (3) months of service. The City will pay the registration fee and will thereafter defray one hundred percent (100%) of the monthly dues.
- (b) Optional life insurance coverage of fifty thousand dollars (\$50,000) for spouse and twenty thousand dollars (\$20,000) for each dependent child shall be available, with the premium being paid one hundred percent (100%) by the employee.

27.04 Pension

- (a) All employees shall participate in the Canada Pension Plan under its terms and conditions.
- (b) All regular employees working full time shall participate in a pension plan under the terms of the Municipal Pension Plan on completion of three (3) months of service. Regular part-time employees may participate upon completion of three (3) months of service. The current pension plan is a defined benefit program.
- (c) All casual employees who meet the criteria set by the Municipal Pension Plan may, at the employee's option, participate in the pension plan.

27.05 Employee and Family Assistance Plan

The City shall pay one hundred percent (100%) of the premiums for an Employee and Family Assistance Plan for all employees and dependants.

27.06 Continuation of Benefits

- (a) The City agrees to pay its share of the monthly premiums up to three (3) months to the medical plan, dental plan, extended health plan and group life insurance for employees with two (2) or more years of service being laid off. In the event of a longer layoff, employees so affected will be given the right to continue their coverage through direct payment, provided the plans permit such coverage. LTD repayment will be paid by the employee to the City on a mutually agreed payment plan, over a maximum of six (6) months, when the employee returns.

- (b) The employer shall ensure that no dependent shall be deleted from benefit coverage without prior written notification to the employee regarding their ineligibility to remain on the Plan.
- (c) In the event of the death of an employee, the City shall continue to pay its share of the monthly premiums up to three (3) months to a medical plan, dental plan, and extended health plan for the employee's dependants.
- (d) In the event of the death of an employee, the City shall continue the employee's regular pay for four (4) weeks following the date of death. A cheque for the appropriate amount shall be made out in the name of and given to the beneficiary named in the employee's file.

27.07

Medical Transportation

The City agrees to provide a mutually agreeable Medical Transportation Fund. The fund may be drawn upon by an employee when a medical practitioner refers the employee or his immediate family to medical, dental, psychiatric or therapeutic services outside of Prince Rupert which includes outside of British Columbia when no other source or body will cover the costs. Eligibility will depend upon acceptance of the claim by **the extended health care provider**. The cost of premiums shall be borne by the City. Should the employee wish to take a less direct route or otherwise take longer than necessary, the employee must apply for approval to the City, and the extra time will not be considered sick time.

27.08

Accommodation and Expenses

A maximum of one hundred dollars (\$100.00) per day for a maximum of one thousand dollars (\$1000.00) for the patient, including the required escort shall be paid annually upon presentation of related expense receipts. This expense will not be applicable for a patient on any day when the patient spends the twenty-four (24) hour day in hospital. When possible the City shall give an advance.

27.09

Long Term Disability

- (a) The City agrees to administer a Union-sponsored Long Term Disability Plan for eligible employees. The Plan and carrier shall be determined by the Union.

- (b) All regular full-time employees, upon completion of the probationary period, shall enrol in the Plan as a condition of employment. All regular full-time employees (as per 27.01) shall enrol in the Plan as a condition of continued employment. An eligible employee unless already covered by a wage loss replacement plan shall participate in the Long Term Disability Plan.
- (c) The City agrees to deduct the premium from the earnings of each enrolled employee and forward the premiums and required reports once a month to the carrier of the Plan with a copy to the Union.
- (d) An employee shall continue to be covered by the Health and Welfare benefits of this Collective Agreement.
- (e) An employee while receiving benefits of the Plan or an eligible employee waiting for benefits to commence shall be considered on approved leave of absence until a Doctor certifies that he is able to return to work or until the employee is unable to perform any work for the City (including through rehabilitation) as defined by the Plan.

(f) Sick Leave Pay Back

Upon acceptance for LTD, an employee shall re-deposit sick leave pay received during the waiting period, back into the employee's accumulation of sick days, retroactive to the first day of eligibility.

27.10

Severance Pay

- (a) Employees who have under twenty (20) years of service upon being retired and having attained the age of fifty-five (55) or over, shall receive one (1) week of pay for every year of service to a maximum of fifteen (15) weeks. Employees who are fifty-five (55) years old and have reached twenty years of service shall receive sixteen (16) weeks of pay and employees who are fifty-five (55) years old and have reached thirty (30) years of service shall receive eighteen (18) weeks of pay.
- (b) It is agreed that employees who have reached the age of fifty-five (55) or over and who have just retired shall have their benefits paid for by the employer for a one (1) month bridging period beyond the month in which they retired.

27.11 Reduced Employment Insurance Premiums

(a) For the purpose of ensuring the qualification for reduced Employment Insurance premiums, an employee having less than seventy-five (75) days of accumulated sick leave, who would, as a result of use of sick leave not acceptable to the Employment Insurance Commission, accumulate less than twelve (12) days in any year, shall have added to his accumulated sick leave sufficient days to show an accumulation of twelve (12) days. These days added shall only be available for use as personal sick leave and shall not be used for any other purposes.

(b) The City shall apply for the Employment Insurance rebate and the rebate amount shall be forwarded to the Union.

ARTICLE 28 SAFETY AND HEALTH

28.01 Safety Committee

The Union shall appoint one (1) representative from each department defined in Article 2.05 to be members of the Industrial Health and Safety Committee together with the designated Industrial First Aid Attendant and at least one (1) representative from the City. The Committee shall meet monthly or more often as conditions require, with the permission of the Safety Officer or City Administrator.

28.02 Safety Equipment and Clothing

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing as determined by the Safety Committee and the City Administrator.

The following categories will be provided with coveralls:

Garbage Handlers	Mechanics
Welders	Operators
Pipefitters	Asphalt Crews
Sewer Workers	Painters
Stonemasons	Labourer II

28.03 Hard Hats

Hard hats will be supplied by the City. Employees failing to return the hard hat upon termination will have the cost of a replacement hard hat removed from their last pay cheque.

28.04 Protective Clothing

The City shall supply all employees engaged on turf or water work with rubber boots in good condition; suitable waterproof outer clothing will be supplied to employees required to work in open during inclement weather, and all employees of the garbage department shall be supplied with rubber gloves. Worn out articles will be returned prior to the issuance of new items. All clothing will be Canadian Union made wherever possible.

28.05 Maintenance of or Allowance for Maintenance of Work Clothing or Uniforms

It shall be the responsibility of the City to clean, launder and maintain all clothing and equipment issued.

28.06 Care of Clothing

The employee is required to use reasonable precaution in the use of said garments and shall be held responsible for loss or destruction of same directly attributable to any act of negligence on his part.

28.07 No Disciplinary Action

No employee shall carry out or cause to be carried out any work process or operate or cause to be operated by any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person. Any employee who refuses to carry out a work process or operate a tool, appliance or equipment shall forthwith report the circumstances of the unsafe condition to his supervisor.

Such an employee shall not be subject to disciplinary action and temporary alternative work at no loss in pay shall be provided until the matter is resolved.

After resolution of the matter by the Workers' Compensation Board, any further allegations of undue hazard to the health or safety of any person over the same matter may be grounds for disciplinary action.

28.08 Pay for Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his regular rate of pay, unless a doctor or nurse states that the employee is fit for further work on that shift.

28.09 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the City.

28.10 Mess Room

A suitable Mess Room and lavatory will be maintained by the City for the convenience of the employees.

28.11 Clothes Drying

A room suitable for the drying of employee's clothing shall be provided and maintained by the City.

28.12 Video Surveillance

- (a) It is agreed that the primary use of surveillance cameras in the workplace are to protect the employer, employees, public and property.
- (b) The use of surveillance cameras will comply with appropriate legislation, such as FOIPOP and PIPA.
- (c) Video monitors will not be accessed from outside the workplace for supervisory purposes.

28.13 Sexual and Personal Harassment

The City and the Union agree that an employee has the right to work without sexual or personal harassment. A claim of sexual harassment by an employee shall be considered as a grievance and may be filed at Step 3 of the Grievance Procedure. The parties agree that the good faith discharge of supervisory responsibility does not constitute harassment.

ARTICLE 29 TECHNOLOGICAL CHANGE

29.01

During the term of this Agreement any dispute arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) parties to this Collective Agreement.

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

- (a) affects the terms and conditions or security of employment of the employees to whom this Collective Agreement applies; and
- (b) alters the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board pursuant to Article 11 of this Collective Agreement.

The arbitration board shall decide whether or not the City has introduced, or intends to introduce a technological change, and upon deciding that the City has or intends to introduce a technological change, the arbitration board:

- (a) shall inform the Minister of Labour of its finding, and
- (b) may then or later make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - (ii) that the City will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;
 - (iii) that the City reinstate any employee displaced by reason of technological change;
 - (iv) that the City pay to that employee such compensation in respect of his displacement as the arbitration board considers reasonable;
 - (v) that the matter be referred to the Labour Relations Board of BC.

29.02 Training Benefits

Where new or greater skills are required than those already possessed by affected employees, such employees shall, at the expense of the City, be given a reasonable period of time, during which they may perfect or acquire the skills necessitated by the technological change. There shall be no reduction in pay upon being reclassified in the new position.

ARTICLE 30 JOB SECURITY

30.01 Union Rates

Every contract made by the City for construction, remodelling, repair or demolition of any City works shall be subject to the condition that all workmen, mechanics, artisans and labourers in the employ of the contractor, sub-contractor or other person doing or contracting to do the whole or any part of such work shall, during the continuance of the work, be paid at least such wages and remuneration as are generally accepted as union rates for that particular occupation in Prince Rupert. In any event, such rates shall not be less than those contained in this Agreement. Every contractor, sub-contractor or other person shall comply with such conditions and shall be bound to pay such remuneration. Reference to this article will be made in the tender package.

30.02 Job Security

- (a) In order to provide job security for the members of the bargaining unit, the City agrees that work and services normally performed by the employees shall continue to be performed by the employees.
- (b) City equipment and employees shall be utilized to the fullest extent possible. Private equipment will not be hired when employees and equipment are available to perform the work required by the City.
- (c) No employees shall be laid off as a result of contracting out. The Union shall be advised of contracting out proposals in writing prior to tendering.
- (d) Approved capital projects, outside 30.02 (e), for work normally performed by CUPE 105, will be dealt with in the following manner:

A service request form will be issued for a capital project which outlines the project scope, estimated budget and time lines, requirements for crew and equipment.

If an outside contractor is to be involved on a project, a meeting with the designated Union representative shall take place prior to the City finalizing the service request form. A copy of the finalized form shall be posted on appropriate bulletin boards for information and forwarded to the Union. The Union shall receive a copy of any capital project contract awarded.

Both the City and Union recognize that cooperation on capital projects will assist in successful “contracting in” of projects.

- (e) The following work will be considered to be beyond the scope of this agreement:
 - (i) All bridge structural related work;
 - (ii) Asphalt/concrete work large enough to enable the use of an asphalt spreader or concrete screed. This includes final base preparation and adjustment of aperturances;
 - (iii) Retaining wall construction in excess of 1.5 metres in height;
 - (iv) Clean-up of untidy/unsightly properties pursuant to section 936 of the Municipal Act when staff are not available within the Engineering Department;
 - (v) Curbing and related base preparation work other than minor repairs, when curbing extruding machine is used;
 - (vi) A major project with a budget in excess of two hundred fifty thousand dollars (\$250,000.00).

The use of in-house forces in conjunction with tendered projects or the practice of contracting in will be at the discretion of the City.

ARTICLE 31 **GENERAL CONDITIONS**

31.01 **Bulletin Boards**

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

31.02 **Tools and Equipment**

The Maintenance Person/Civic Properties and all mechanics using their own tools shall be compensated at a rate of seventy-five dollars (\$75.00) per month per employee. A minimum kit must be made available by the employee before the above allowance will be paid. The City shall supply all tools and equipment required by all other employees in the performance of their duties.

31.03 **Indemnity**

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

31.04 Fire Insurance

The City shall provide fire and theft insurance covering the tools owned by employees and used in performance of their duties with the City, provided that a list of such tools is provided to the department head.

31.05 Equipment Training Rates and Program

An employee considered to be "in training" to become an Equipment Operator 2 and operates such equipment, may be paid at forty cents (40¢) below that rate of pay for the first two hundred (200) hours of equipment operation and twenty cents (20¢) below the appropriate rate for the next two hundred (200) hours of equipment operation. Upon successful completion of his training, an employee shall receive the appropriate rate of pay for further hours operating equipment classified at the Equipment Operator 2 rate.

In no event shall any employee receive a wage rate lower than his present rate.

The City shall provide a qualified operator, experienced foreman or supervisor to train and evaluate new equipment operators.

The City may remove an employee from a training program where there is cause to believe, based upon employee performance, that the employee will not successfully complete the training program.

An employee who has not successfully completed a particular training program may be rejected for the same program for the next twelve (12) month period.

Training programs shall be posted on all bulletin boards with seniority being given due consideration when selecting trainees.

31.06 Printing of Agreement

The City and the Union agree to print the Collective Agreement in booklet form and share equally in the cost.

31.07 Present Conditions to Continue

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

ARTICLE 32 **GENERAL**

32.01 Plural or Feminine Terms May Apply

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

32.02 Spouse

A person with whom the employee has a marital, common-law, heterosexual, or lesbian/gay relationship. A common-law heterosexual or lesbian/gay relationship shall be recognized after six (6) months of co-habitation.

This definition shall determine all other familial relationships referred to in this agreement including, but not restricted to, "child", which shall include the employee's partner's child, and the definition of "in-law", which shall include equivalent relationships flowing from common-law or lesbian/gay partner relationships.

ARTICLE 33 **TERM OF AGREEMENT**

33.01

This Agreement shall be binding and remain in full force and effect from the first (1st) day of January, **2015** to the thirty-first (31) day of December, **2017** and shall continue from year to year thereafter, unless either party exercises its right to commence collective bargaining as provided in the Labour Relations Code of British Columbia.

33.02

If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

33.03

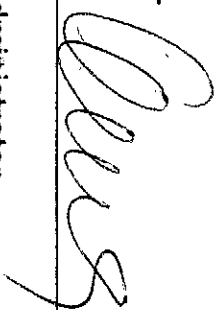
All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

IN WITNESS WHEREOF the Corporate Seal of the City of Prince Rupert has been hereunto affixed, attested by the hands of its proper officers in their behalf and has been executed by the duly authorized officers of the Union, this 25 day of MAY, 2015.

THE CORPORATE SEAL OF
CITY OF PRINCE RUPERT
was hereunto affixed by
and in the presence of:

SIGNED BY THE PRESIDENT AND
SECRETARY OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES,
LOCAL 105:

Mayor




City Administrator

Party of the First Part

COPE 491

President



Secretary

Party of the Second Part

PAY SCHEDULE "A"

CLASSIFICATION	January 1, 2015 (1%)	July 1, 2015 (1%)	January 1, 2016 (1%)	July 1, 2016 (1.25%)	January 1, 2017 (1%)	July 1, 2017 (1%)
Labourer I	\$26.36	\$26.62	\$26.89	\$27.23	\$27.50	\$27.78
Facility Custodian I Guard RCMP Matron I						
Clerk/Labourer						
Labourer II (After 2 years)	\$26.94	\$27.21	\$27.48	\$27.82	\$28.10	\$28.38
Facility Custodian II (After 2 years)						
Trades Helper (Carpenter, Painter)						
Guard II (RCMP) (After 2 years or equivalent)						
Matron II (RCMP) (After 2 years or equivalent)						
Rodman I Garbage Man Hydraulic Rigger Lawnmower Tractor Operator	\$27.18	\$27.45	\$27.72	\$28.07	\$28.35	\$28.63
Asphalt Raker Grave Digger	\$27.37	\$27.64	\$27.92	\$28.27	\$28.55	\$28.84
Clerical Assistant	\$27.50	\$27.78	\$28.06	\$28.41	\$28.69	\$28.98
Road Roller	\$27.62	\$27.90	\$28.18	\$28.53	\$28.82	\$29.11
Power Saw	\$27.81	\$28.09	\$28.37	\$28.72	\$29.01	\$29.30
Trades Helper (Mechanic) Gardener Flusher Truck Helper Rodman II	\$28.06	\$28.34	\$28.62	\$28.98	\$29.27	\$29.56
Bylaw Control Officer I Landfill Scalehouse Attendant	\$29.00	\$29.29	\$29.58	\$29.95	\$30.25	\$30.55
Compressorman and Driller Serviceman (Shop) Dump Truck, Single Axle (Air) Parks Custodian Garbage Truck, Single Axle	\$28.69	\$28.98	\$29.27	\$29.64	\$29.94	\$30.24
Stonemason Bylaw Control Officer II	\$30.10	\$30.40	\$30.70	\$31.08	\$31.39	\$31.70
Equipment Operator I - Hydra Lift, Snow Plow Truck - Tandem Truck J (5T or Over) - Street Flusher, Street Sweeper - Front End Loader Chargehands - Facility Custodian Cemetery Caretaker	\$29.56	\$29.86	\$30.16	\$30.54	\$30.85	\$31.16
Stores Timekeeper	\$29.81	\$30.11	\$30.41	\$30.79	\$31.10	\$31.41
Storekeeper Garbage Truck Operator	\$29.97	\$30.27	\$30.57	\$30.95	\$31.26	\$31.57
Engineering Technologist Surveyor Utility Inspector/Chargehand Pipefitter Utility Operator Roads Chargehand	\$30.46	\$30.76	\$31.07	\$31.46	\$31.77	\$32.09
Water Works Operator	\$30.89	\$31.20	\$31.51	\$31.90	\$32.22	\$32.54

CLASSIFICATION	January 1, 2015 (1%)	July 1, 2015 (1%)	January 1, 2016 (1%)	July 1, 2016 (1.25%)	January 1, 2017 (1%)	July 1, 2017 (1%)
Surveyor/Draftsperson Landfill Attendant	\$31.43	\$31.74	\$32.06	\$32.46	\$32.78	\$33.11
Mechanic Welder Bodyman Painter Maintenance Person - Civic Properties	\$32.02	\$32.34	\$32.66	\$33.07	\$33.40	\$33.73
Equipment Operator II Landfill Operator II Bulldozer, Front End Loader (966B) - Grader, Loader-Backhoe Excavator	\$32.64	\$32.97	\$33.30	\$33.72	\$34.06	\$34.40
Foreman Customer Service Coordinator	\$34.50	\$34.85	\$35.20	\$35.64	\$36.00	\$36.36
Mechanic (Journeyman or T.O.) Welder (Journeyman or T.O.) Painter (Journeyman or T.O.) Maintenance Person - Civic Properties Maintenance Coordinator (Journeyman or T.O.) Gardener (Journeyman or T.O.) Maintenance Coordinator	\$35.00	\$35.35	\$35.70	\$36.15	\$36.51	\$36.88
Mechanic Foreman without Commercial Vehicle Inspection	\$35.76	\$36.12	\$36.48	\$36.94	\$37.31	\$37.68
Foreman (Water, Sewer & Roads)	\$36.64	\$37.01	\$37.38	\$37.85	\$38.23	\$38.61
Mechanic (Journeyman or T.O.) with a Vehicle Inspection Certificate	\$37.52	\$37.90	\$38.28	\$38.76	\$39.15	\$39.54
Mechanic Foreman with a Vehicle Inspection Certificate	\$38.29	\$38.67	\$39.06	\$39.55	\$39.95	\$40.35
Head Mechanic (Journeyman or T.O.)	\$40.68	\$41.09	\$41.50	\$42.02	\$42.44	\$42.86

APPRENTICE MECHANIC RATES	January 1, 2015 (1%)	July 1, 2015 (1%)	January 1, 2016 (1%)	July 1, 2016 (1.25%)	January 1, 2017 (1%)	July 1, 2017 (1%)
Start	\$28.06	\$28.34	\$28.62	\$28.98	\$29.27	\$29.56
Passed First Year	\$29.00	\$29.29	\$29.58	\$29.95	\$30.25	\$30.55
Passed Second Year	\$29.96	\$30.26	\$30.56	\$30.94	\$31.25	\$31.56
Passed Third Year	\$31.02	\$31.33	\$31.64	\$32.04	\$32.36	\$32.68
Passed Fourth Year	\$32.02	\$32.34	\$32.66	\$33.07	\$33.40	\$33.73

The rates of pay will be paid upon the necessary apprenticeship exams.

Apprentice Gardener	January 1, 2015 (1%)	July 1, 2015 (1%)	January 1, 2016 (1%)	July 1, 2016 (1.25%)	January 1, 2017 (1%)	July 1, 2017 (1%)
Start	\$28.06	\$28.34	\$28.62	\$28.98	\$29.27	\$29.56
Passed First Year	\$29.24	\$29.53	\$29.83	\$30.20	\$30.50	\$30.81
Passed Second Year (Journeyman Rate)	\$33.73	\$34.07	\$34.41	\$34.84	\$35.19	\$35.54

Apprentice Painter/Sign Layout	January 1, 2015 (1%)	July 1, 2015 (1%)	January 1, 2016 (1%)	July 1, 2016 (1.25%)	January 1, 2017 (1%)	July 1, 2017 (1%)
Start	\$29.35	\$29.64	\$29.94	\$30.31	\$30.61	\$30.92
Passed First Year	\$29.93	\$30.23	\$30.53	\$30.91	\$31.22	\$31.53
Passed Second Year	\$31.84	\$32.16	\$32.48	\$32.89	\$33.22	\$33.55
Passed Third Year (Journeyman Rate)	\$33.73	\$34.07	\$34.41	\$34.84	\$35.19	\$35.54

RECREATION

CLASSIFICATION	January 1, 2015 (1%)	July 1, 2015 (1%)	January 1, 2016 (1%)	July 1, 2016 (1.25%)	January 1, 2017 (1%)	July 1, 2017 (1%)
Casual Clean set up/take down *	\$19.90	\$20.10	\$20.30	\$20.55	\$20.76	\$20.97
Skate Patrol	\$19.90	\$20.10	\$20.30	\$20.55	\$20.76	\$20.97
Lifeguard	\$21.43	\$21.64	\$21.86	\$22.13	\$22.35	\$22.57
Lifeguard/Instructor I	\$23.55	\$23.79	\$24.03	\$24.33	\$24.57	\$24.82
Cashier	\$24.15	\$24.39	\$24.63	\$24.94	\$25.19	\$25.44
Cashier/Skate	\$24.15	\$24.39	\$24.63	\$24.94	\$25.19	\$25.44
Facility Custodian Gym Office	\$26.36	\$26.62	\$26.89	\$27.23	\$27.50	\$27.77
Facility Custodian II (After 2 years)	\$26.94	\$27.21	\$27.48	\$27.82	\$28.10	\$28.38
Lifeguard Instructor II	\$28.22	\$28.50	\$28.79	\$29.15	\$29.44	\$29.73
Lifeguard Instructor III	\$28.88	\$29.17	\$29.46	\$29.83	\$30.13	\$30.43
Ice Maker II	\$29.18	\$29.47	\$29.76	\$30.13	\$30.43	\$30.73
Head Life Guard	\$29.97	\$30.27	\$30.57	\$30.95	\$31.26	\$31.57
Aquatic Leader/Head Life Guard Instructor Trainer	\$31.15	\$31.46	\$31.77	\$32.17	\$32.49	\$32.81
Aquatic Coordinator	\$34.50	\$34.85	\$35.20	\$35.64	\$36.00	\$36.36
Recreation Coordinator						
Maintenance Coordinator						

* When a casual does any clean up the employee shall be paid the Facility Custodian I rate.

PAY SCHEDULE "B"

CLASSIFICATION	January 1, 2015 (1%)	July 1, 2015 (1%)	January 1, 2016 (1%)	July 1, 2016 (1.25%)	January 1, 2017 (1%)	July 1, 2017 (1%)
Office Clerk I	\$26.94	\$27.21	\$27.48	\$27.82	\$28.10	\$28.38
Office Clerk II	\$27.91	\$28.19	\$28.47	\$28.83	\$29.12	\$29.41
Office Clerk III Clerk Dispatcher (40 hours)	\$28.96	\$29.25	\$29.54	\$29.91	\$30.21	\$30.51
RCMP Guard III	\$29.00	\$29.29	\$29.58	\$29.95	\$30.25	\$30.55
Office Clerk IV Custodian (37½ hours) RCMP Clerk IV (40 hours) RCMP Watch Clerk Public Works Clerk IV (37½ hours)	\$29.95	\$30.25	\$30.55	\$30.93	\$31.24	\$31.56
CPI/C/Transcription Draftsperson (37½ hours) Dispatcher	\$29.97	\$30.27	\$30.57	\$30.95	\$31.26	\$31.57
Court Liaison/Exhibit (37½ hours) RCMP Records Clerk Court Liaison-Exhibit Clerk	\$30.89	\$31.20	\$31.51	\$31.90	\$32.22	\$32.54
Chief Draftsperson (37½ hours) Accountant (37½ hours) Collector (37½ hours) Payroll Administrator (37 ½ Hours)	\$31.70	\$32.02	\$32.34	\$32.74	\$33.06	\$33.40
Building Inspector - Level 1 (37½ Hours)	\$35.36	\$35.71	\$36.07	\$36.52	\$36.89	\$37.26
Building Inspector - Level 2	\$36.67	\$37.04	\$37.41	\$37.87	\$38.25	\$38.64
Building Inspector Level 3	\$37.98	\$38.36	\$38.74	\$39.23	\$39.62	\$40.02

* The start rate of ninety three percent (93%) applies to new employees on probation and existing employees who are successful on a job posting. No employee shall suffer a reduction in pay during this period.

SCHEDULE "C"

Classifications required to work other than regular work weeks as defined in Article 17, paragraphs (a), (b), and (c) of this Agreement.

All schedules for regular employees, except as noted, to be five (5) consecutive days of work, followed by two (2) consecutive days of rest. All hours of work shall be consecutive.

Operators of Flusher and Sweeper:

Eight (8) hours per day between 5:00 a.m. and 4:30 p.m. Monday to Friday with one-half (½) hour unpaid meal break.

Recreation:

Eight (8) hours per day Monday to Sunday with one-half (½) hour unpaid meal break.

All positions shall be posted with a minimum of four (4) hours weekly.

Civic Centre Clerical:

Seven (7) hours per day between 8:00 a.m. and 9:00 p.m. Monday to Friday with one (1) hour unpaid meal break. **This shift only applies to the grandfathered employees: Linda Kinney, Tanis Pilfold, and Lauren Wessel.**

Pool Clerk:

Up to eight (8) hours per day between 6:15 a.m. and 11:00 p.m., Sunday to Saturday, with a one-half (½) hour paid meal break.

Recreation Complex Clerical

Up to eight (8) hours per day between 6:15 a.m. and 11:00 p.m., Sunday to Saturday, with a one-half (½) hour paid meal break.

Animal Control, Bylaw, Traffic Control Officer:

Seven and one half (7.5) hours per day between 7:00 a.m. and 7:00 p.m. Monday to Saturday with one hour unpaid meal break. During the daylight savings time, hours of work may be scheduled between 6:00 a.m. and 9:00 p.m.

RCMP Guards and 911 Dispatchers:

As shown in Schedule C-1

Recreation Facility Custodians:

As shown in Schedule C-2

Landfill Site:

Shift One: Eight (8) hours per day between 7:30 a.m. and 5:00 p.m., Monday through Friday, with a one-half (½) hour unpaid meal break.

Shift Two: Eight (8) hours per day between 7:30 a.m. and 5:00 p.m., Saturday and Sunday, with a one-half (½) hour unpaid meal break.

Mechanical Shop:

Eight (8) consecutive hours per day Monday to Friday; Day Shift 7:30 a.m. to 4:30 p.m. with one half (½) hour unpaid meal break; Afternoon Shift 3:30 p.m. to 11:30 p.m. with one-half (½) hour paid meal break. Mechanics shall work on a rotating day shift/afternoon shift basis.

Facility Custodian I (Engineering):

Monday to Friday, eight (8) consecutive hours per day between 7:30 a.m. and 12:00 midnight, with a one-half (½) hour meal break which shall be an unpaid break on day shift and a paid break-on the afternoon shift.

Parks Custodian:

Eight (8) consecutive hours per day Saturday to Wednesday between 6:00 a.m. and 2:30 p.m. with one-half (½) hour unpaid meal break. Shift premium shall apply. Sunday premium shall apply.

SCHEDULE "C-1"

The Union and the City agree to twelve (12) hour shifts for the 911 dispatchers and guards at the R.C.M.P. (fire hall) offices. The following conditions will apply:

1. The terms of the Collective Agreement apply except where changed or otherwise noted in this memorandum.
2. Statutory holidays will be paid on a twelve (12) hour basis. (Also see article 21.01).
3. Twelve (12) hours of annual leave will be utilized for each twelve (12) hour shift an employee will be absent when on vacation.
4. A dispatcher and guard shall be granted a paid break of one (1) hour for a meal. This break should be in the middle of the shift but emergent situations may require it be taken at another point on the shift and similarly may be taken in two (2) equal parts by mutual agreement.
5. The dispatchers are prepared to work on their days of rest, at overtime rates, to fill temporary shortages caused by illness, etc.

6. An employee will not be required to work beyond twelve (12) hours from the start of the shift.
7. A dispatcher and a guard shall work twelve (12) consecutive hours for any regular shift. Such shifts shall be of two (2) consecutive days and two (2) consecutive nights, which shall then constitute a work week.
8. For payroll purposes dispatchers and guards shall be paid eighty (80) hours straight time per pay period. In addition, to compensate for excessive annual scheduled hours of work, each dispatcher and guard shall receive a bi-weekly "shift adjustment" of four (4) hours at double time rates, which may be banked.
9. A dispatcher or guard on sick leave shall be paid for twelve (12) hours per sick day. Twelve hours of accumulated sick leave will be utilized for each twelve (12) hour shift an employee will be absent when on sick leave.

SCHEDULE "C-2"

The Union and the City agree that during ice season an employee working as an Ice Maker may have a work week varied from Schedule "C". The schedule shall provide an average of forty (40) hours per week over a specified period. The daily hours of work shall be eight (8) with one half (½) hour paid meal break. The City agrees to consider alternative shift patterns as proposed by the Ice Makers so long as operational needs are met. Shifts will only be implemented if mutually agreed and outlined in a Letter of Understanding.

SCHEDULE “E” – Standard Vacation Requests

VACATION LEAVE REQUEST FORM

Today's Date:

Employee Name:

Department:

Employee Number:

Seniority Date:

PRIORITY DATES

1ST From To
2ND From To
3RD From To

VACATION LEAVE REQUEST (AFTER FEBRUARY 15TH)

From To

(Balance Calculation) Number of days/hours accumulated to date:
less Total number of days/hours requested:
Balance (if any):
(Circle 1 Only) All vacation pay PAID YES

or Vacation pay equivalency of days PAID YES

To be paid on: or Paid on regular pay day:

Signature:

Approved:

Note: An employee who moves after February 15 to a position which has a different Department Head shall submit his/her vacation request for approval.

LETTER OF UNDERSTANDING #1

between

CITY OF PRINCE RUPERT
(hereinafter called "the Employer")

and

LOCAL 105
(hereinafter called "the Union")

RE: Compressed work week – Patching and Crack Sealing

Both Parties agree to adopt a compressed work schedule for Patching and Crack Sealing to take advantage of daylight savings time.

The work week shall be a ten (10) hour day from 7:00 a.m. to 5:30 p.m. from Monday to Thursday each week, which will include three (3) rest periods and a one half (½) hour paid meal break.

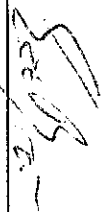
The crew shall consist of a **minimum of four (4) employees.**

Employees shall be given a minimum of forty eight (48) hours notice of this change of shift schedule.


SIGNED THIS 25 DAY OF MAY, 2015.

FOR THE CITY OF PRINCE RUPERT:

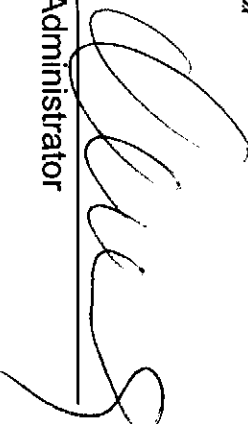
FOR THE UNION:




Mayor



President



City Administrator



Secretary

LETTER OF UNDERSTANDING #2

BETWEEN

CITY OF PRINCE RUPERT
(hereinafter called "the Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 105
(hereinafter called "the Union")

RE: APPRENTICESHIP PROGRAM

The purpose of this Letter of Understanding is to outline the agreement between the City of Prince Rupert and CUPE Local 105 with respect to the terms and conditions of an apprenticeship program.

Preamble

1. The Employer and the Union recognize the value of training to both the apprentice and the Organization and therefore agree to the establishment of an apprenticeship program.
2. It is agreed and understood that apprenticeship positions will be determined at the sole discretion of the Employer.
3. Apprentices will be under the provisions and regulations of the *Industry Training Authority Act*.
4. The Apprenticeship Agreement and this Letter of Understanding shall supersede the provisions of the Collective Agreement regarding the matter of the Apprentices being paid ninety-five percent (95%) of the Apprentice rates (E.I. benefits plus weekly earnings) as set out in the Collective Agreement.

Terms and Conditions

1. Apprenticeship positions shall be posted in accordance with the Collective Agreement. Only regular full time employees who have completed their probationary period and have the required pre-requisites for the apprenticeship program, are eligible to apply for apprenticeship positions. Where two (2) or more employees are equally capable, the senior candidate shall be chosen.

2. The selection of an apprentice will be on a competitive basis in accordance with Article 15.03 of the Collective Agreement.

Factors that will be considered in the selection process will include, but not be limited to, the following:
 - a) relevant education, experience and background
 - b) minimum requirements outlined by the Industry Training Authority
 - c) past performance and attendance records
 - d) availability for technical training assignments
 - e) interview which may include appropriate testing
3. Apprentices shall be required to successfully complete a six (6) month apprenticeship probation period. If work performance during the probationary period is unsatisfactory, or the Apprenticeship Agreement is voluntarily terminated by the employee during the probation period, the employee will be permitted to revert to the previous position held without loss of seniority.
4. Apprentices shall be paid a total of ninety-five percent (95%) of the Apprentice rates (E.I. benefits plus regular weekly earnings) already set out in the Collective Agreement.
5. If the apprentice fails a technical training module or level, no apprentice wage differential increase will occur until the technical training is successfully passed.
6. An apprentice will be placed on an eight (8) hour day, forty (40) hour work week for technical training assignments.
7. Apprentices shall apply for Employment Insurance and training allowances/subsidies while attending technical training assignments. If approved by the Employment Insurance Commission, the Employer will top-up the employment insurance benefits up to the maximum allowable under the program. The Employer will not top-up any days that the apprentice is absent during the technical training assignment unless the apprentice is sick and has available sick time. The Payroll department will endeavour to top-up the E.I. benefits by-weekly, as per the regular hourly payroll. No top-up payment shall be made from the Employer for repetition of a failed technical training module or level.
8. After the apprenticeship period, an apprentice who has failed a technical training assignment or examination shall be permitted to repeat once only. In the event that the apprentice fails a second time, the apprenticeship will be terminated immediately. Termination of the apprenticeship will entitle the employee to return to his former job or another which is consistent with his seniority, qualifications and former wage rate.
9. Where an apprentice is absent from work by reason of sickness or injury, the term of the apprenticeship contract shall be extended accordingly, provided that the extension shall not exceed six (6) months in duration without the approval of the Employer.

10. The Employer agrees to pay tuition and textbook costs associated with each required vocational school attendance period during the Apprenticeship.
11. The Employer agrees to pay for any travel and accommodation expenses, as well as a per diem with each required vocational school attendance period during the Apprenticeship.
12. Employees accepted into the Apprenticeship Program must commit to remain working for the City of Prince Rupert during the entire apprenticeship period, except for reasons of disability, and for a minimum of three (3) years following completion of the program. If the apprentice/Trades qualified person leaves the City of Prince Rupert within four (4) years, he/she will be required to repay the City of Prince Rupert on the following scale:
 - Leave City of Prince Rupert before the end of one (1) year after completion: Full reimbursement of training costs (which includes everything paid out in items 10 and 11).
 - Leave City of Prince Rupert between one (1) and two (2) years after completion: seventy-five percent (75%) reimbursement of training costs (which includes everything paid out in items 10 and 11).
 - Leave City of Prince Rupert between two (2) and three (3) years after completion: fifty (50%) reimbursement of training costs (which includes everything paid out in items 10 and 11).
 - Leave City of Prince Rupert between three (3) and four (4) years after completion: twenty-five percent (25%) reimbursement of training costs (which includes everything paid out in items 10 and 11).

Amendments and Duration

1. It is agreed and understood that any matter not specifically referred to in this Letter of Understanding shall be governed by the terms and conditions of the Collective Agreement between the parties. The parties recognize that there may be issues that arise not contemplated by this agreement which may require revisions to this Letter of Understanding.
2. This Letter of Understanding shall commence upon signing by the parties and will remain in full force subject to cancellation by either party with sixty (60) calendar day's written notice. On agreement by both parties, this agreement may be cancelled earlier than sixty (60) calendar days.
3. In the event this agreement is cancelled, the provisions contained herein will apply to existing apprentices and apprenticeship agreements only, subject to operational requirements, until the expiration of same.

SIGNED THIS 25 DAY OF MAY, 2015.

FOR THE CITY OF PRINCE RUPERT:

FOR THE UNION:

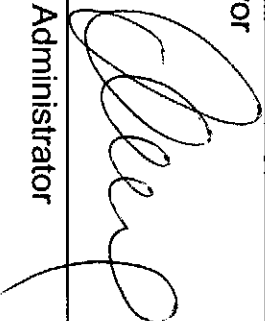
Mayor



President



City Administrator



Secretary



LETTER OF UNDERSTANDING #3
BETWEEN

CITY OF PRINCE RUPERT
(hereinafter called "the Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 105
(hereinafter called "the Union")

RE: SUB PLAN FOR APPRENTICESHIP PROGRAM

1. The following employee is covered by the plan: Apprentice Mechanic.
2. The Plan will supplement EI benefits for periods of unemployment caused by vocational training requirements under the Apprenticeship Program.
3. Verification that the employee has applied for and is in receipt of E.I. benefits will be made before SUB payments are paid.
4. The SUB is payable at ninety-five percent (95%) of the employee's regular weekly earnings while the employee is serving the two (2) week E.I. waiting period.
5. The plan provides that the gross amount of EI benefits from this employment plus the SUB payment will equal ninety-five percent (95%) of the employee's regular weekly earnings.
6. The SUB benefit will be paid for the duration of each required attendance at the vocational school; six (6) weeks.
7. The duration of the plan is from "May 11, 2009 to June 19, 2009". Service Canada - SUB Program will be informed in writing of any change to the plan within thirty (30) days of the effective date of the change.
8. The plan is financed by the employer's general revenues. A separate record of all the SUB payments will be kept.
9. Payments of guaranteed annual remuneration, deferred remuneration, or severance pay will not be reduced or increased by payments received under the SUB plan.

SIGNED THIS 25 DAY OF May, 2015.

FOR THE CITY OF PRINCE RUPERT:

FOR THE UNION:

Mayor

President

City Administrator

Secretary

LETTER OF UNDERSTANDING #4
BETWEEN

CITY OF PRINCE RUPERT
(hereinafter called "the Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 105
(hereinafter called "the Union")

RE: SCHEDULE C – LANDFILL SITE

Landfill Site:

Both parties agree to a rotational work week schedule on a monthly basis for the two (2) Landfill Operator Positions. Landfill Operators work eight (8) hours per day between 7:00 a.m. and 5:00 p.m., Monday through Saturday, with a one-half (½) hour unpaid meal break. One (1) Landfill Operator will work Monday to Friday for one (1) month and the other will work Tuesday to Saturday for one (1) month. These positions will rotate on the first Monday of each month. (Similar to rotation of Mechanics).

Notwithstanding the requirement to provide two (2) consecutive days of rest, an employee may be scheduled for three (3) consecutive days of rest at the end of one (1) monthly rotation and at the next rotation they will only receive one (1) day of rest. This will facilitate the transition from one week to the other. At no time will there be any overtime when transitioning from one (1) schedule to the next.

It is further agreed that if another work week schedule is proposed in the future, it will only be implemented if both parties agree.

SIGNED THIS 25 DAY OF MAY, 2015.

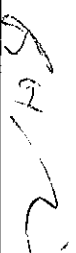
FOR THE CITY OF PRINCE RUPERT:

FOR THE UNION:

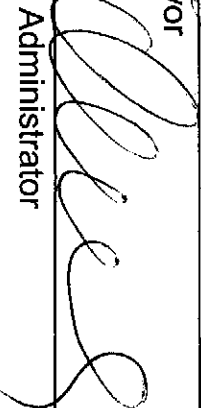
Mayor



President



City Administrator



Secretary

