

COLLECTIVE AGREEMENT

between

CITY OF TERRACE

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2012**

January 1, 2018 – December 31, 2021

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AGREEMENT BETWEEN:
THE CITY OF TERRACE
(hereinafter called the "City")
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2012
(hereinafter called the "Union")

The object to this Agreement is to:

- (1) Promote continuing harmonious relations, co-operation and understanding between the City and its employees, with a view to exercising the terms of this Agreement in a fair and reasonable manner.
- (2) Provide for conditions of employment, hours of work and rates of pay.
- (3) Provide for the prompt, fair and peaceful settlement of disputes or grievances.
- (4) Encourage efficiency in operations.

ARTICLE 1 DEFINITIONS

1.01 Approved Absence

Approved absence shall be: Any absence authorized under the terms of this contract and shall include service with Armed Forces during a national emergency; leave to run for or serve in any Public or Union Office, provided that thirty (30) days' notice shall be given prior to the employee's return to work after such service.

1.02 Callout

"Callout" is that occasion when an employee is required by the City to return to work for the City outside of the hours of their normal working shift in order to perform work for the City.

1.03 Chargehand

"Chargehand" shall mean an employee who is designated by a Supervisor to supervise the work of employee(s) in an assigned group of one (1) or more co-employees, for the duration of a particular assignment.

1.04 Continuous Service

"Continuous Service" shall mean a period of employment with the City which is uninterrupted, except by an approved absence.

1.05 Employee

"Employee" shall have the same meaning as defined in the Labour Relations Code of British Columbia.

1.06 Regular Full-time Employee

"Regular Full-time Employee" shall mean an employee who has successfully completed a probation period of sixty-five (65) days of work, within any consecutive six (6) month period, in a position covered by this Agreement and is employed full-time.

1.07 Regular Part-time Employee

"Regular Part-time Employee" shall mean an employee who has successfully completed a probation period of sixty-five (65) days of work, within any consecutive six (6) month period, in a position covered by this Agreement and is employed sixty (60) or more hours over a four (4) week period.

Any employee who has worked full time hours for a six (6) month period will be reclassified as a regular full-time employee.

1.08 Auxiliary Lifeguard/Instructor

Auxiliary Lifeguard Instructor shall mean an Aquatic Centre employee whose hours of work shall be regularly scheduled, and who works less than twenty (20) hours every week. These employees shall not be eligible for benefits under Article 14 and 17.02(d).

1.09 Temporary and Seasonal Employees

"Temporary Employee" shall mean an employee appointed to a position with a specified end date or appointed to a position with an unspecified end date due to sick leave replacement. This may include full-time and part-time employees.

Temporary Employees in a temporary position of more than three (3) months will accrue seniority from the date of hire upon passing of probation and will be entitled to all benefits of this collective agreement.

"Seasonal Employee" shall mean an employee whose anticipated length of employment shall not exceed seven (7) calendar months. This may include full-time and part-time employees. Seasonal employees shall be limited to Seasonal Parks or Seasonal Construction positions only.

1.10 Casual Employee

"Casual Employee" shall mean an employee hired on a day-to-day basis who works less than sixty (60) hours every four (4) weeks.

1.11 Student Employee

A Student Employee shall mean a student hired on a part-time or full-time basis between May 1st and the Friday immediately before Labour Day. A student is defined as a person who intends to continue their 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 Article 22, notice of layoff is not required.

A Student Employee shall receive the benefits accorded a temporary employee.

When the appointee is already on staff they shall continue to enjoy those benefits to which they were entitled with the exception of seniority accumulation and retention and that there is no requirement for notice of layoff. Student employees shall not be appointed or retained when regular employees on layoff are capable (qualified) to perform the work.

1.12 Layoff

A "Layoff" is defined as the reduction of a regular employee's regular hours of work or a reduction in the work force, but does not include the splitting of a job by mutual agreement between the City and the Union, so as to create two jobs.

1.13 Overtime

"Overtime" shall mean any hours worked in excess of those defined in Article 9.

1.14 Overtime Credits

Each overtime credit shall equal one (1) hour's time or value therefore at the employee's regular base rate.

1.15 Personal Harassment

Personal harassment shall be defined as **verbal threats and/or verbal abuse, derogatory comments that ought reasonably to be known to be offensive, physical threats and/or physical abuse, and/or intimidation** or actions **that** demean and belittle an individual or cause personal humiliation.

1.16 Probation

"Probation" shall mean the period of time between the date of commencement of employment and the date on which seniority is granted.

1.17 Definitions - Seniority

"Seniority" shall mean the accumulated lengths of time specified in Articles 7.02, 7.08, 14.04, 14.11, and 15.05 and does not include service as an excluded employee.

1.18 Sexual Harassment

"Sexual Harassment" shall be defined as any **comment or conduct of a sexual nature that is known or ought to be reasonably known to be unwelcome and shall include, but is not limited to:**

- (a) sexual solicitation or advances; inappropriate touching or sexual comments; or**
- (b) any threat or reprisal which might reasonably be perceived as placing a condition on employment by a person in authority after the above conduct has been rejected.**

1.19 Singular/Masculine

Whenever the "singular" or "masculine" is used herein, the same shall be construed as meaning the "plural", "feminine" or "body corporate" where the context of the parties hereto requires.

1.20 Sunday Equivalent

"Sunday equivalent" shall mean the second (2nd) day of a regularly scheduled two (2) day rest period and the second (2nd) and fourth (4th) days of a regularly scheduled four (4) day rest period of an employee whose work week differs from a normal calendar week.

1.21 Technological Change

- (a) the introduction by the City of a change in its work, undertaking or business, or a change in its equipment or material from the equipment or material previously used by the City in its work, undertaking or business; or
- (b) a change in the manner the City carries on its work, undertaking or business related to the introduction of that equipment or material.

1.22 Week

"Week" shall mean a period between "midnight" on Friday night and "midnight" on the succeeding Friday night.

1.23 Spouse

A person with whom the employee has a marital, common-law heterosexual, or lesbian/gay relationship.

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 2 MANAGEMENT'S RIGHTS

2.01 Management's Rights

The Union recognizes the right of the City to manage the affairs of its business and direct its working forces subject to the terms of this Agreement. Such right includes but is not limited to the following:

- (1) hire (2) assign work (3) grant regular status (4) suspend or discharge for just cause (5) promote (6) demote (7) discipline for just cause (8) lay off (9) transfer (10) reinstate (11) assess an employee's skills, competence, efficiency and qualifications (12) develop and administer tests to assist in the adjudication of an employee's skills, competence, efficiency and qualifications.

The Parties agree that the addition of (12) does not confer any new rights to the City and does not diminish the right of the Union to grieve testing.

ARTICLE 3 DISCRIMINATION

3.01 No Discrimination

The City and the Union agree that there shall be no discrimination or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex or marital status, employee place of residence, nor by reason of his membership or activity in the Union.

3.02 Access to Personnel File

An employee shall have access to their personnel file. Review of personnel files shall be scheduled with and in the presence of the Chief Administrative Officer or his designate. An employee shall receive copies of all documents placed in their personnel file on behalf of the City.

3.03 Sexual Harassment

Cases of sexual harassment shall be considered as discrimination and are eligible to be processed as a grievance, **or through the Human Rights Tribunal**. In cases of sexual harassment, an Arbitration Board shall have the power to transfer, discipline or to levy a financial penalty against the harasser and the City. In cases where sexual harassment may result in the transfer of the person, it shall be the harasser who is transferred and the victim shall not be transferred against their will.

3.04 Personal Harassment

Cases of personal harassment shall be considered as discrimination and are eligible to be processed as a grievance.

ARTICLE 4 UNION RECOGNITION

4.01 Union Recognition

The City recognizes the Canadian Union of Public Employees, Local 2012, as the collective bargaining agent for all employees of the City for whom the Union has been certified as bargaining agent under the Labour Relations Code of British Columbia.

4.02 Union Activities

The administration of union duties, by an employee, such as typing, photocopying, mailing and attending meetings shall not be carried out during working hours, except as provided in Article 27.

4.03 Access to CUPE National Representative

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the City. Such representative(s)/advisor(s) shall have access to the employer's premises in order to deal with matters arising out of this Collective Agreement, provided permission has been granted. Such permission shall not be unreasonably denied.

4.04 No Other Agreements

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

4.05 Bargaining Unit Work

Employees of the City whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the City and the Union and in emergency and training programmes.

4.06 Job Creation Programmes

The City, by special written agreement with the Union, may enter into a contract with either the Provincial or Federal government to participate in job creation programmes. No project shall commence until said contract is ratified by both parties. Said written agreement with the Union shall deal with:

- (1) Job tasks
- (2) Rates of pay
- (3) Hours of work
- (4) Employee benefits
- (5) Equipment and transportation
- (6) Supervision
- (7) Union membership
- (8) Seniority

4.07 Picket Line

Pursuant to the Labour Relations Code of British Columbia, an employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of labour disputes.

4.08 Union to Notify City

Immediately after the election of Executive Officers, Shop Stewards and committee members, the Union shall notify the City in writing of the persons filling the positions.

ARTICLE 5 UNION MEMBERSHIP

5.01 Union Membership

All employees covered by this Agreement shall become and remain a member of the Union as a condition of employment within fifteen (15) calendar days of the date of hiring.

5.02 Union Dues Deduction

Starting with the second pay period after the date of hire, the City shall commence deducting from the wages or salary of the employee, initiation fees, dues or assessments levied in the amount specified by the Union, and shall forward such monies to the Secretary-Treasurer of the Union before the fifteenth (15th) day of the following month, accompanied by a list of employees from whom the deductions were made.

5.03 City to Advise New Employees

The City agrees to advise new employees of the existence of this Union Agreement, the conditions of employment, safety rules and all benefit plans.

5.04 City to Introduce New Employees to Union Steward

The new employee's immediate supervisor shall introduce the employee to his Union Steward or representative, as soon as possible after he commences employment.

5.05 Union Dues (T-4 Slips)

The City shall cause to be shown on each employee's income tax T-4 slip the amount of the Union dues paid by the employee for the calendar year for which the T-4 slip is issued.

ARTICLE 6 LABOUR/MANAGEMENT COMMITTEE

6.01 Composition of Committee

The Labour/Management Committee shall consist of three (3) members of Management, three (3) members of CUPE Local 2012, and shall function within the limitations of the terms of reference mutually agreed between the City and the Union.

6.02 Terms of Reference

The membership of the Labour/Management Committee shall collectively set its own terms of reference subject to ratification by the City and by the membership of the Union.

6.03 Meetings of Committee

The Committee shall meet no less than once each month on a regular basis.

6.04 Minutes of Meetings

The minutes of the Labour/Management Committee meetings shall be signed by a representative of each participating party and shall be posted on all employee bulletin boards.

6.05 Recommendations of Committee

The Labour/Management Committee findings may be recommended to the Union and the City for ratification.

ARTICLE 7 SENIORITY

7.01 Bargaining Unit Seniority

Seniority shall operate on a bargaining unit-wide basis.

Seniority shall apply in cases of promotion, demotion, transfer, layoff, bumping and rehiring, as the deciding factor when the skills, competence, efficiency and qualifications of the employees concerned are equal.

7.02 Seniority Date

An employee shall not achieve seniority until they have completed a probationary period at which time seniority shall date back to the date of hiring.

For purposes of determining seniority accumulation, an employee who was previously employed shall have those hours worked added to their accumulation, provided the periods of employment are consistent with Articles 7.04 and 7.05. Upon satisfactory completion of a period of employment as a casual and/or temporary employee, such an employee shall be considered laid off unless the employee has self-terminated.

7.03 Regular Part-time Employee

A regular part-time and casual recreation and casual RCMP guard employees shall accumulate seniority on the basis of actual hours worked converted to equivalent working days, based on the regular full-time hours for that classification.

7.04 Retention of Seniority

- (a) An employee who is laid off after less than one (1) year of service shall retain their earned seniority for a period of six (6) months, or the length of their service, whichever is greater.
- (b) An employee who is laid off after one (1) year of service shall retain seniority for a period of one (1) year.
- (c) Seniority shall not accumulate during a period of layoff.

7.05 Loss of Seniority

An employee shall lose their seniority for any of the following reasons:

- (a) Upon voluntarily leaving the service of the City;
- (b) When discharged for just cause;
- (c) When continuously laid off for a period exceeding the time factors as provided in Article 7.04.
- (d) An employee shall forfeit their seniority on the casual seniority list if they voluntarily leave a casual position for a regular position.

- (e) An employee shall forfeit their seniority on the regular seniority list if they voluntarily leave a regular position for a casual position.

7.06

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.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, or to another position with no loss in pay and which is mutually agreeable between the City and the employee.

7.07

Seniority List

- (a) The City shall maintain regular employee and casual recreation and casual guard employee seniority lists showing the date upon which each employee's service commenced, and the accumulated seniority since that date, with each list sorted in the order of accumulated seniority. There shall be one (1) seniority list for regular employees and one (1) for casual employees in the recreation department, and one (1) for casual guards.
- (b) The employees on the casual guard seniority list shall be called in on a rotational basis, in order to divide the work equitably between those employees. The employees on the casual recreation seniority list shall be called in and scheduled on as equitable basis as possible based on their availability.

Regular employees (not laid off employees) who want to take casual (not temporary) work instead of their regularly scheduled work shall be considered to be a casual with casual seniority and lose their regular seniority.

- (c) Seniority for casual recreation employees and casual guards shall be backdated to date of hire upon completion of their probationary period.
- (d) An employee on the casual seniority list shall have first consideration over external applicants for temporary, casual and regular positions in the same kind of work, but shall not have preference over one on the regular employee seniority list.
- (e) An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in April and October of each year.

7.08

Seniority Accumulation

Seniority shall continue to accumulate while an employee is:

- (a) in receipt of wages, on vacation or paid leave;

- (b) absent due to illness or accident;
- (c) absent for up to five (5) consecutive days unpaid personal leave;
- (d) on union duty leave
- (e) on pregnancy leave as provided in Article 14.04 (a);
- (f) on parental leave as provided in Article 14.11;
- (g) on compassionate care leave as provided in Article 15.05;
- (h) while off on Worker's Compensation.**

In all other circumstances, accumulated seniority shall be retained and shall be subject to Article 7.05.

ARTICLE 8 PROBATION

8.01 Probation

A new employee shall be on probation for sixty-five (65) days of work, within any consecutive six (6) month period, from the date of hiring. By mutual agreement between the City and the Union, an employee's probation period may be extended for up to thirty (30) additional days of work and, if necessary, the six (6) month period shall be waived.

8.02 Notification of Status

Upon completion of a probation period, the City shall notify the person in writing of termination or granting of seniority, as the case may be.

8.03 Training Period

An employee who is promoted, demoted (employee requested), or transferred to another position shall be a trainee with respect to the new position for a period of sixty-five (65) working days. Failure to satisfactorily complete the training period shall result in reinstatement to their former position.

By mutual agreement between the City and the Union, an employee's training period may be extended.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, or to another position with no loss in pay and which is mutually agreeable between the City and the employee.

At any time during the training period, an employee may request, in writing, to be returned to his former position. The Union, the employee and the City shall meet to consider the request, and if the employee's concerns cannot be overcome by mutual agreement, the City shall concur with the request.

ARTICLE 9 HOURS OF WORK

9.01 Hours of Work

The regular work week and work day shall be as follows:

(a) Schedule A Employees (Normal Operation)

Eight (8) hours per day between the hours of 8:00 a.m. and 4:30 p.m., exclusive of a one-half (½) hour meal period, Monday to Friday inclusive.

(b) Schedule A Employees (Shift Work)

Eight (8) consecutive hours within a twenty-four (24) hour period, including a one-half (½) hour meal period for forty (40) working hours per week between Saturday and **Friday**. There shall be a minimum of **ten (10)** hours between shifts.

(c) Schedule B Employees (Normal Operation)

Seven (7) hours per day between the hours of 8:00 a.m. and 5:00 p.m., exclusive of a one (1) hour meal period, Monday to Friday inclusive.

(d) RCMP Secretary

Seven (7) consecutive hours per day between the hours of 8:00 a.m. and 5:00 p.m., exclusive of a one (1) hour meal period, for five (5) consecutive days from Monday to Saturday inclusive. (Effective April 1, 1990)

A Secretary hired prior to April 1, 1990 shall be scheduled to work from Monday to Friday unless such employee waives, in writing, this right.

(e) RCMP – Records Coordinator

Seven (7) consecutive hours per day between the hours of 7:00 a.m. and 3:00 p.m., exclusive of a one (1) hour meal period, from Monday to Friday inclusive.

(f) Shifts

Day Shift shall mean eight (8) working hours commencing at 8:00 a.m. daily.

Afternoon Shift shall mean eight (8) working hours commencing at 4:00 p.m. daily.

Animal Shelter Afternoon Shift shall mean eight (8) working hours commencing at 11:00 a.m.

Night Shift shall mean eight (8) working hours commencing at 12:00 midnight daily.

Early Morning Shift shall mean eight (8) working hours commencing at 5:00 a.m. for street sweeping and winter road maintenance and asphalt patching.

(g) RCMP Guards

The normal work shift shall consist of twelve (12) hours, inclusive of meal breaks, (which are to be taken at the worksite), for four (4) consecutive days, followed by four (4) days of rest so as to average forty-two (42) working hours per week. An employee shall work two (2) day shifts followed by two (2) night shifts. Shift premiums apply as appropriate.

(h) Recreation Attendants

When the ice is in the Arena, persons employed for ice maintenance may be scheduled to work ten (10) hours, inclusive of meal breaks (which are to be taken at the worksite), as follows:

5:30 a.m. to 3:30 p.m.

or

3:30 p.m. to 1:30 a.m.

An employee shall work four (4) such consecutive shifts followed by three (3) days of rest so as to average forty (40) hours of work per week. Shift premiums apply as appropriate.

(i) Aquatic Centre Employees

Regular part-time and full-time employees working at the Aquatic Centre may have their shifts commence at times other than specified in Article 9.01 (f). Aquatic Centre employees working such shifts shall be paid appropriate shift premiums.

Employees at the Aquatic Centre shall be given one (1) week's advance notice of new shift schedules. Casual employees shall give notice of their availability three (3) weeks in advance of the new shift schedule.

(j) Schedule A and B Employees

By mutual agreement between an employee and their Department Head, an employee may have their regular starting hours of work scheduled for:

7:30 a.m. or

8:00 a.m. or

8:30 a.m. or

9:00 a.m.

(k) Animal Shelter Employees

Eight (8) hours per day between the hours of 8:00 a.m. and 5:00 p.m. exclusive of one-half (1/2) hour meal period, for five (5) consecutive days, Monday to Sunday inclusive.

(l) Maximized Hours

Regular employees working less than full-time hours will have their hours maximized to full-time whenever there are extra hours in the same classification. Hours will not be added to casual or temporary employees or used to hire new employees until regular employees have had their hours maximized to the maximum of their posted hours.

9.02 Mechanic's Shifts

By mutual agreement between the City and a Mechanic, a shift may commence at 10:00 a.m. and end at 6:30 p.m. By mutual agreement between the City and the Union, other hours may be worked. Shift premiums shall apply as appropriate.

9.03 Advanced Hours

By mutual agreement, the hours in Article 9.01 may be advanced up to two (2) hours.

9.04 Notice of Shift Change

- (a) The City shall have the right to change an employee's shift, provided that the employee is given twenty-four (24) hours' notice of such change and that notice is verified as received by the employee affected and provided there is a minimum break of twelve (12) hours between the end of one shift and the start of the next. Failure to provide the required notice and/or break shall result in overtime rates of pay for the subsequent shift. By mutual agreement between an employee and his/her supervisor other arrangements for giving notice may be made (i.e. voice mail message).
- (b) The City shall have the right to change a casual employee's shift and shall give the employee twenty-four (24) hours' notice. An employee requesting a shift change shall give the employer twenty-eight (28) hours' notice of the requested change.

9.05 Place to Commence Shifts

Shifts shall commence and end at the appropriate City facility.

9.06 Reporting Pay Guarantee

A regular employee reporting for work on their regular shift shall be paid their regular rate of pay for all hours worked with a minimum of two (2) hours' pay if they do not commence work and a minimum of four (4) hours' pay if they commence work.

Casual employees called in and reporting for work shall be paid a minimum of three (3) hours' pay if they commence work and two (2) hours' pay if they do not commence work, with the exception of a casual high school or college student called in and reporting for work shall be paid a minimum of two (2) hours' pay.

9.07 Rest Periods

Ten (10) minute rest periods shall be taken on the job site during each shift. The timing of the rest periods shall be determined by the job supervisor. The first to be approximately two (2) hours after the start of the shift and subsequent breaks shall be approximately every two (2) hours thereafter unless the break falls on a lunch break.

9.08 Flexible Working Hours

The Aquatic Foreman, the Programs Supervisor, and the Leisure Services Programmer shall be permitted flexible working hours, as may be mutually agreed upon by the employee and Department Head. **Overtime credits shall not apply for pre-arranged activities with the exception of work on a general holiday. In all other situations all terms of the collective agreement shall apply.**

ARTICLE 10 OVERTIME

10.01 Overtime Credits

Overtime credits shall be accumulated for all hours worked in excess of those defined in Article 9.01. Overtime credits shall accumulate in one-half (½) hour increments.

10.02 Overtime Calculation

- (a) Overtime hours worked during any one twenty-four (24) hour period commencing with the regular shift, or overtime hours worked in excess of the hours specified in Article 9 for the regular work week shall accumulate overtime credits at one and one-half (1½) times the employee's basic hourly rate for the first three (3) hours and double the employee's basic hourly rate thereafter. Employees required to work overtime beyond their regular shift shall be given a paid fifteen (15) minute rest period at the end of the overtime shift. When the length of the overtime is anticipated to be more than two (2) hours a paid fifteen (15) minute rest period may be taken prior to the commencement of the overtime.
- (b) An employee shall not be eligible for overtime credits if, by mutual agreement between the employee and their supervisor, the employee works beyond the normal end of shift to complete their full regular hours for that day.

10.03 Overtime on a Sunday Equivalent or General Holiday

Overtime hours worked on a Sunday equivalent as defined in Article 1.20 or a General Holiday shall accumulate overtime credits at double the employee's basic hourly rate. All overtime hours worked in an overtime shift commencing on a Sunday equivalent or General Holiday shall accumulate credits at double the employee's basic hourly rate.

10.04 Meal Breaks

- (a) Each employee shall be permitted a one-half (½) hour break for meal consumption for every five (5) hours worked. To qualify for the second (2nd) and subsequent meal breaks, an employee must work in excess of each five (5) hours.

- (b) For the second (2nd) and subsequent meal breaks, the time shall be paid, and a fifteen dollar (\$15.00) meal ticket shall be provided at City expense for those employees not on a regularly scheduled ten (10) or twelve (12) hour shifts. Payment in lieu of taking a meal is subject to approval of the Department Head.

10.05 Overtime Voluntary

Overtime, standby and call-back time shall be divided equitably among employees who are willing and qualified to perform the available work. Overtime and standby shall be on a voluntary basis.

10.06 Banking of Overtime

Overtime credits shall, at the discretion of the employee, be paid in cash or, subject to Article 12.05, be taken as time off with pay, as one (1) hour's pay for each overtime credit accumulated. Overtime credits, up to eighty (80) hours may be carried over for use in the next calendar year. Overtime credits over eighty (80) hours may be accumulated for future use subject to approval by the Department Head. Overtime credits may be paid out at any time at the discretion of the employee.

ARTICLE 11 EMERGENCY SERVICES

11.01 Standby Provision

- (a) An employee who is required to be available on call (standby) for any emergency which may arise shall receive two (2) overtime credits for each eight (8) hours of standby time, with a minimum of an eight (8) hour block of standby time.
- (b) An employee who is required to work during a standby period shall receive overtime credits as per Article 10 for all hours worked. "Call out" time shall not be less than two (2) hours. The employee shall not accumulate further overtime credits during the paid minimum of two (2) hours.

11.02 Callout

An employee called out who is not on standby, shall accumulate overtime credits for all hours worked, with a minimum of three (3) hours and shall not accumulate further overtime credits during the paid minimum of three (3) hours.

ARTICLE 12 ANNUAL VACATIONS

12.01 Accrual Period

For the purpose of Article 12, vacation entitlement shall be based on the number of months an employee was actively at work in the previous calendar year. An employee not actively at work but still continuing to accumulate seniority under Article 7.08 will be considered actively at work for the purposes of calculating vacation entitlement under this Article. Time worked in a calendar year January 1st to December 31st shall count as a year worked for vacation entitlement in Article 12.03.

For the purpose of calculating the number of years of service for determining vacation entitlement under Article 12.03, for employees hired prior to September 1st, vacation year number one (1) will be the year of hire. For employees hired between September 1st and December 31st, vacation year number one (1) will be calculated from January 1st following the date of hire, however vacation entitlement shall accumulate at the rate of one and a quarter (1¼) days per month prior to vacation year number one (1).

Employees hired prior to January 1st, 2000 shall have their year of hire considered vacation year number one (1).

12.02 Less than Year of Service

An employee who self-terminates their service with the City or is discharged for just cause before their first (1st) anniversary date shall be granted four percent (4%) vacation pay.

12.03 Vacation Entitlement

Entitlement shall be:

- (a) In the first (1st) part and full vacation year of service and in the four (4) continuous vacation years succeeding the first (1st) full year, vacation entitlement shall be granted on the basis of one and one-quarter (1¼) days per month, up to a maximum of fifteen (15) working days.
- (b) In the sixth (6th) vacation year and up to and including the thirteenth (13th) vacation year of continuous service, twenty (20) working days shall be granted.
- (c) In the fourteenth (14th) vacation year up to and including the nineteenth (19th) vacation year of continuous service, twenty-five (25) working days shall be granted.
- (d) In the twentieth (20th) vacation year and up to the twenty-fourth (24th) vacation year of continuous service, thirty (30) working days shall be granted.
- (e) In the twenty-fifth (25th) vacation year and thereafter, one (1) additional working day per additional vacation year of service.

12.04 Vacation Pay

Vacation pay shall be paid at the employee's regular rate of pay, at the time the vacation is taken, or at a percentage of his gross pay for the previous whole or part calendar year, whichever is greater.

Vacation entitlement up to and including fifteen (15) days – Six percent (6%)

Vacation entitlement of twenty (20) days - Eight percent (8%)

Vacation entitlement of twenty-five (25) days - Ten percent (10%)

Vacation entitlement of thirty (30) days - Twelve percent (12%)

Plus an additional zero point four percent (0.4%) for each additional day of vacation entitlement.

12.05 Scheduling Vacation

Vacations, vacation carried over, and/or overtime credits' time shall be taken at a time which shall be subject to the approval of the Department Head concerned; seniority shall be the basis on which the decision shall be reached for the first (1st) priority choice, if the vacation period of two (2) or more employees within the same department conflicts.

12.06 Minimum Annual Vacation

An employee may receive vacation pay in lieu of vacation time when through extenuating circumstances they are unable to take their vacation.

Pay in lieu of vacation shall not be granted for the first ten (10) working days of entitlement and for the first fifteen (15) working days of entitlement for an employee in their sixth (6th) calendar year of service or more, except upon termination of service and subject to Article 12.02.

12.07 Vacation Carry Over

Vacation entitlement of up to one (1) calendar week may be carried over into the subsequent year. Additional vacation entitlement may not be carried over into any subsequent years, except by special arrangement with the Department Head concerned.

12.08 Minimum Consecutive Vacation Period

A minimum of five (5) working days' vacation must be taken at any one time except where less than a five (5) working day entitlement remains, in which case all remaining days shall be taken at one time. The minimum five (5) working days mentioned above may be reduced on occasion to periods of one (1) to five (5) days, with the approval of the Department Head.

12.09 Payment of Vacation Pay

Vacation pay shall be paid not more than five (5) working days prior to the commencement of the vacation period.

12.10 Illness or Death During Vacation

Sick leave or bereavement leave may be substituted for vacation when it can be established by the employee, to the satisfaction of the City, that a confining illness or an incapacitating accident or a death occurred while on vacation. The employee shall contact his immediate supervisor, as soon as possible, and a medical certificate must be obtained while on vacation and provided to the City upon the employee's return to work.

ARTICLE 13 GENERAL HOLIDAYS

13.01 General Holidays

The City shall observe the following days as General Holidays with pay:

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

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

(a) Sunday, Sunday Equivalent or Saturday

In the event that one of the within-named General Holidays falls on a Sunday, Sunday equivalent, it shall be observed the following working day. If the General Holiday falls on a Saturday, it shall be observed on that day, subject to the provision of Article 13.02.

(b) Newly Hired Employee

A newly hired employee shall be entitled to receive their regular pay for a General Holiday that falls within thirty (30) calendar days of commencement of employment, provided the employee has earned wages for at least fifteen (15) days prior to the General Holiday.

(c) Payment of Statutory Holidays - Casual Employees

An eligible employee working irregular hours on at least fifteen (15) of the thirty (30) days prior to the Statutory Holiday (eligibility based on being employed by the City for a minimum of thirty (30) calendar days) is entitled to an average day's pay for the Holiday. To calculate an average day's pay, divide the total wages earned in the thirty (30) day period (excluding overtime) by the number of days worked.

An eligible employee who has worked fewer than fifteen (15) days, but more than five (5), of the thirty (30) days prior to the Statutory Holiday is entitled to pro-rated Statutory Holiday pay. Pro-rated Statutory Holiday pay is calculated by dividing the total wages earned in the thirty (30) day period (excluding overtime) by fifteen (15).

An eligible employee who works on a Statutory Holiday will be paid time-and-one-half for the first eleven (11) hours worked and double time after eleven (11) hours. The employee will also be given the pro-rated amount for the Statutory Holiday (calculated based on the above formula).

13.02 Substituted Holiday

If by law or decree another day is substituted for the observance of any holidays listed in Article 13.01, the day of observance shall be considered as the holiday insofar as payment for the listed General Holiday is concerned.

13.03 Shift Work

Where an employee is on a shift that includes Saturday or Sunday as regular work days, then for the purposes of this section, the first (1st) scheduled day off shall be deemed to be Saturday, and the second (2nd) scheduled day off shall be deemed to be Sunday.

13.04 Payment for Work on General Holidays

An employee required to work on General Holidays shall receive the regular rate of pay for the day, plus overtime credits for actual hours worked, subject to the conditions of Article 10.

13.05 General Holiday While on Vacation

If a General Holiday falls within an employee's annual vacation period, the employee shall receive one (1) additional day's vacation with pay for such General Holiday(s).

13.06 Floater Holiday

After completion of the probation period (Article 8.01), an employee shall be entitled to one (1) day with pay each year as a floater holiday. Such holiday shall be arranged by mutual agreement between the employee and the Department Head.

13.07 Temporary Assignment

An employee assigned by a temporary posting to a position paying a higher rate shall have General Holiday pay calculated at the higher rate provided the assignment continues through the General Holiday.

ARTICLE 14 HEALTH AND WELFARE

14.01 Benefit Plans

The City shall maintain the following benefits for Regular employees who have achieved seniority and work eighty (80) or more hours every four (4) weeks. Upon becoming eligible to participate in the Plans, an employee shall be enrolled either on the date they became eligible or no later than the first (1st) day of the next month, as determined by the carrier of each Plan.

Temporary employees working three (3) months or less from date of hire, shall receive fifteen and one quarter percent (15.25%) of their gross pay in lieu of benefits (sick leave, vacation, statutory holidays, medical, dental, extended health and life insurance). This can be extended with mutual agreement of the employer and the union.

Temporary and Seasonal employees working longer than three (3) months will receive benefits like a regular employee.

Premium Sharing

- (a) Medical Services Plan 100% City
- (b) Extended Health Plan 100% City

Through the City's Plan Administrator or Carrier [includes **five hundred dollars (\$500.00)** vision care benefit every twenty-four (24) months per family member, one hundred dollars (\$100.00) towards eye exam every twenty-four (24) months per family member, Hearing Aid to one thousand dollars (\$1000.00)].

To include an Extended Health Net drug plan

Paramedical services: fifty percent (50%) reimbursement per visit for first twelve (12) visits to a Chiropractor, Physiotherapist, Massage Therapy, Naturopath, or Podiatrist an overall maximum of six hundred dollars (\$600.00)/calendar year per paramedical service. Acupuncturists, Speech Therapist and Psychologist are limited to an overall maximum of six hundred dollars (\$600.00)/calendar year.

- (c) Medical Transportation

The City agrees to provide, through the City's Plan Administrator or Carrier, Medical Transportation for all regular employees. Premiums will be one hundred percent (100%) employer paid.

When ordered by the attending physician because in his or her opinion, treatment is not available locally, the following are included as eligible expenses for regular employees and their family members:

1. Transportation for a patient, by scheduled air, **taxi to a maximum of thirty dollars (\$30.00) per claim**, bus or rail to and from the nearest locale equipped to provide the required treatment within BC. This includes transportation for an attendant for the patient when required by a physician.
2. Where transportation has been provided above, accommodation will be covered for before and after treatment to a maximum of one hundred and twenty five dollars (\$125.00) per day for a total of seven (7) days. Accommodation is not provided for the attendant.
3. The cost of mileage incurred by a private automobile for the sole purpose of transporting to and from the nearest locale equipped to provide the required treatment.

The mileage payable will be **forty cents (40¢)** per kilometre with distance calculated by the BC Ministry of Transportation Distance Calculator. **Mileage will not be reimbursable for medical travel within 200 kilometers.**

4. For all forms of transportation, the most practical and economical method of travel is to be taken.

5. Benefit amounts paid for all eligible medical travel claims will be reimbursed at one hundred percent (100%)
- (d) Dental Plan through the City's Plan Administrator or Carrier
100% City
- Basic Services benefits to one hundred percent (100%) reimbursement level
- Major Services benefits to eighty percent (80%) reimbursement level
- Orthodontics benefits to fifty percent (50%) reimbursement level to five thousand dollars (\$5,000.00) lifetime maximum per employee and each covered dependants.
- (e) Group Life Insurance Plan including AD&D 50% City
(insurance three (3) times annual salary) 50% Employee
Minimum hours' work - thirty (30) hours per week
- (f) An employee shall maintain enrolment in the benefit plans as permitted by the carrier, including when an employee's hours of work fall below the eligibility level for a period of two (2) months or less. When the reduced hours are as a result of being the successful applicant for a job posting this article does not apply.
- (g) An employee previously entitled to benefits with the City, must return to work for a period of longer than three (3) consecutive weeks to be re-signed onto City benefits.
- (h) The Employer shall notify the Union when the carrier changes.
- (i) Employees, who work beyond age sixty-five (65) and who were eligible for medical, dental and extended health coverage under Article 14.01, will continue to be eligible for such coverage, provided the City's Plan Administrator or Carrier permits coverage to continue and subject to the terms for such coverage established by the Carrier.
- (j) When an employee reaches age sixty-five (65) the Employee Life Insurance benefit will be reduced by fifty percent (50%) which is three (3) times annual basic earnings divided by two (2). Premiums are adjusted accordingly.

14.02

Pension (Municipal) Plan

The City agrees to participate in the Pension (Municipal) Plan. Regular full-time employees shall enrol, and enrolment shall be effective upon completion of the probation period.

Regular part-time employees, working an average of one hundred and twenty (120) or more hours every four (4) weeks may choose to enrol in the Plan. Enrolment shall be effective upon completion of the probation period.

Regular part-time employees, having two (2) years of service and earning thirty-five percent (35%) of the yearly maximum of Canada Pension Plan pensionable earnings for those two years may enrol in the Plan.

14.03

Sick Leave

An employee is not entitled to receive benefits under this section for injury or sickness while working for any other employer, or employee owned business, or while on layoff. The terms and provisions of sick leave benefits shall be as follows:

- (a) The employee must suffer an injury or illness not compensable under the Workers' Compensation Act, or injury not related to a motor vehicle accident for which ICBC wage loss benefits apply, subject to article 14.12.
- (b) The employee shall have achieved seniority.
- (c) Benefits shall commence on the first (1st) working day of absence due to accident, hospitalization (admission or referral to medical facilities), out-of-town medical referrals, and on the third (3rd) day due to sickness. All benefits shall be paid in accordance with this Agreement.
- (d) Benefits shall be one hundred percent (100%) of the employee's regular pay for a period of thirteen (13) weeks and shall be seventy-five percent (75%) of his regular pay for an additional thirteen (13) weeks. At the completion of the twenty-sixth (26th) week, all sick leave benefits shall cease.
- (e) In addition to Article 14.03 (c), an eligible employee is entitled to a benefit of six (6) days' paid leave per year at seventy-five percent (75%) salary for absence due to sickness. These days are not cumulative.
- (f) When sickness occurs, the employee shall notify their immediate supervisor as soon as possible.
- (g) Benefits shall be payable at the regular pay periods as provided in this Agreement.
- (h) Where the City has concern regarding an employee's use of sick days, the City may require a medical certificate for any future sickness or injury by using the following procedure:
 - (i) the City shall meet with the employee and a union executive representative to discuss the City's concerns.
 - (ii) the employee shall have the opportunity to respond to the City's concerns.
 - (iii) if the City and the Union are still concerned about the use of sick days, the City may require a medical certificate for each illness or injury commencing from the first day of absence.
 - (iv) the costs of supplying such a certificate shall be borne by the City when MSP does not cover the costs.
 - (v) this requirement may be in force for up to twelve (12) consecutive calendar months.

- (i) When an absence due to illness or accident exceeds three (3) working days, the employee shall, if requested, furnish the City with proof to its satisfaction that he was and/or is prevented from performing the duties of his position, and thereafter shall provide the same during the period of disability as and when requested by the City, and failure to do so shall result in the stopping of the payment of wages. Where a Doctor certifies that, prior to complete recovery, an employee is capable of returning to work to perform any light duties, the City may require the employee to return to work, provided such work is available.

The City has a right to a reasonable medical disclosure should it have a reasonable basis for seeking such. Medical disclosure will not simply be a matter of course. The accepted disclosure **may include questions such as:**

- (i) Has the employee been under the physicians care throughout the period of absence from work?
- (ii) Was the employee unfit to perform their regular job throughout the period of absence?
- (iii) Was the employee unfit to perform other suitable available employment during their absence?
- (iv) When will the employee be fit to return to their regular or other suitable employment?
- (v) Are there restrictions on the duties the employee can perform?
- (vi) Will the employee's condition be likely to cause further absenteeism in the future?
- (vii) Did the employee's illness or injury arise out of their employment (for WCB purposes)?

And any other legitimate and appropriate questions relating to the operation of the workplace and the job duties of the employees. Medical disclosure shall be in compliance with all regulatory standards, laws and guidelines.

- (j) Benefits are not payable under the following situations:
 - (i) Disability resulting from wilfully self-inflicted injury or from an attempt at self-destruction;
 - (ii) Where the absence results from the use of drugs or alcohol, unless the employee is receiving continuing treatment under the care of a licensed physician;
 - (iii) Where the disability is caused by pregnancy, during the period commencing with the tenth (10th) week prior to the expected week of birth and ending with the sixth (6th) week after the week of the birth of the child.

- (iv) Where the disability is resulting from work performed for any other employer or employee owned business.
- (k) Recurring Disability

Should an employee who has received benefits due to a disability become disabled again, a new period of benefit shall only be established in the following circumstances:

 - (i) If the new disability is totally unrelated to the previous disability and the employee has returned to work for at least one (1) day between disabilities;
 - (ii) If the new disability is related to, or is a continuation of, the previous disability and the employee has returned to work for a period of at least two (2) weeks. In this circumstance, benefits shall commence on the first day of absence.
- (l) After an employee has been paid the maximum of twenty-six (26) weeks' pay provided for in Article 14.03 (d), the employee shall, if eligible, be placed on the LTD plan, without pay.
- (m) An eligible employee, while waiting for settlement of a disputed WCB or ICBC claim, shall be entitled to draw upon the sick leave benefits. Compensation subsequently received from WCB or ICBC shall be assigned to the City.

14.04

Pregnancy Leave

- (a) A pregnant employee who requests leave under this article is entitled to up to seventeen (17) consecutive weeks of unpaid leave, at the employee's option. The employee shall notify the City at least two (2) weeks prior to returning to the job. Upon reinstatement, the employee shall be credited with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken. Seniority shall continue to accumulate during this leave. The City shall continue to provide coverage and pay all eligible premiums for employee benefits and pension plan while the employee is on pregnancy leave. This shall be extended if requested by a medical practitioner for a period up to six (6) consecutive weeks if, for reasons related to the birth or termination of the pregnancy, she is unable to return to work when her leave ends under Article 14.04 (a).
- (b) Where an employee gives birth or the pregnancy is terminated before a request for leave is made, the City shall, on the written request of the employee and on receipt of a certificate of a medical practitioner, grant the employee pregnancy leave.
- (c) A pregnant employee shall have the option to refuse or to continue to operate a VDT. If reassignment is not possible, an employee shall be considered to be on leave of absence without pay until they qualify for pregnancy leave. An employee shall apply for pregnancy leave at the same time as leave of absence commences. Health and welfare benefits shall continue to be in effect.

14.05

Continuation of Benefits

The City shall continue to provide the benefits of Article 14.01, 14.02 and 14.09 to an employee during the following absences, provided carrier eligibility requirements are met:

- (a) while in receipt of WCB or ICBC benefits, except where the employee has been laid off;
- (b) while in receipt of sick leave benefits, except where the employee has been laid off;
- (c) while on layoff, for one (1) additional calendar month beyond the month in which the layoff occurred;
- (d) while in receipt of LTD benefits, for a maximum of eighteen (18) months from date of disability;
- (e) while on unpaid leave of absence, up to five (5) consecutive work days;
- (f) In other circumstances, where an employee is eligible to return to work, an employee may continue coverage by arranging to pay the full premiums to the City, providing carrier eligibility requirements are met.
- (g) for one (1) additional calendar month for an employee who has retired.
- (h) In the event of the death of an employee, the City shall continue to pay its share of the monthly premiums for three (3) months to a medical plan, dental plan, and extended health plan for the benefit of the employee's dependant(s).

14.06

Long Term Disability

- (a) The City agrees to administer a Long Term Disability Plan for eligible employees.

The Plan and carrier shall be determined by the Union in consultation with the City.

- (b) All regular full-time employees, upon completion of the probation period, shall enrol in the Plan as a condition of employment. An eligible employee unless already covered by a wage loss replacement plan shall participate in the Long Term Disability Plan. Regular employees working less than full time with at least thirty (30) hours per week may enrol in the Plan on a voluntary basis and shall thereafter continue to participate so long as eligible.
- (c) The City agrees to deduct the premium from the earnings of each enrolled employee and forward the premiums and required reports 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 to be on approved leave of absence.

- (f) The City agrees, that for all its employees and former employees enrolled in the Municipal **Pension** Plan, to advise the Municipal **Pension** Plan, in accordance with its procedures, of those persons drawing benefits under the Group Long Term Disability Plan.

14.07 Leave for Birth of Child

An employee shall be granted two (2) days off with pay for the birth of his child.

14.08 Leave for Adoption of Child

An employee shall be granted three (3) consecutive days off with pay for the adoption of his child.

14.09 Employee Assistance Program

The City and the Union agree to jointly administer an Employee Assistance Program. The premiums for the Program shall be shared equally by the City and the employees.

14.10 Adoption Leave

An employee, upon request, shall be entitled to the Parental Leave provisions of Article 14.11 when adopting a child.

14.11 Parental Leave

An employee, upon written request, shall be entitled to a parental leave of absence from work, without pay and without loss of benefits. The employee shall notify the City at least two (2) weeks prior to returning to the job. Upon reinstatement, the employee shall be credited with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

Seniority shall continue to accumulate during this leave. The City shall continue to provide coverage and pay all eligible premiums for employee benefits and pension plan while the employee is on parental leave, but not for a period exceeding the statutory entitlement of pregnancy leave and parental leave combined.

- (a) The employee is entitled to parental leave for a period of thirty-five (35) consecutive weeks (or thirty-seven (37) consecutive weeks if the person taking the leave has not taken pregnancy leave) or a shorter period if the employee requests, commencing,
 - (i) in the case of a natural mother, immediately following the end of the pregnancy leave taken under Article 14.04 unless the City and employee agree otherwise;
 - (ii) in the case of the natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the new born child; and

- (iii) in the case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date the child is placed with the parent.
- (b) If
 - (i) the new born child or adopted child will be or is at least six (6) months of age at the time the child is placed with the parent; and
 - (ii) it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (a).

14.12 Sick Leave and ICBC or WCB

An employee who has been involved in a motor vehicle related accident and is injured and unable to work, shall not be eligible for sick leave benefits, however, the City will advance to the employee the equivalent amount of benefits as if they were eligible for sick leave benefits. When the employee receives wage loss benefits from ICBC these shall be reimbursed to the City in accordance with this Article. If a wage loss settlement from ICBC is not forthcoming, any monies paid to the employee by the City shall not require reimbursement.

An employee who receives wage loss benefits from ICBC or WCB shall reimburse the City for benefits received under Article 14.03 up to the amount of:

- (a) benefits received from the City under Article 14.03; or
- (b) benefits received from ICBC or WCB and designated as compensation for loss of wages, whichever is less.

14.13 General Leave of Absence

Leave of absence, without pay and without loss of seniority, may be granted by a Department Head to an employee requesting such leave, for good and sufficient cause. Such request shall be in writing, and the Department Head's reply shall be in writing and shall state the conditions of the employee's return to work. An employee should discuss continuation of benefits with the City to ascertain which benefits may be continued and the costs, if any, of continuing the benefits.

14.14 Medical Appointments

An employee, upon receiving approval of his immediate supervisor, shall be entitled to leave of absence for medical, dental and physiotherapy appointments for the employee and his spouse and children where such appointments cannot be reasonably scheduled outside of regular working hours. At a time mutually agreeable between the City and the employee, the employee shall have the opportunity to make up the lost time at their regular rate of pay. Such leave shall not be unreasonably withheld.

14.15 Family Illness

(a) When no one in the family other than the employee can provide for the needs of an immediate member of the family during an illness, that employee may request an unpaid leave of absence to a maximum of five (5) days per calendar year. Immediate family is defined as a child or spouse. Such leave shall not be unreasonably withheld.

At a time mutually agreeable between the City and the employee, the employee shall have the opportunity to make up the lost time at his regular rate of pay.

(b) The employee is eligible to use their sick leave days as defined in Article 14.03 (e) to offset their loss of wages due to caring for the child as per Article 14.15.

14.16 Employment Insurance Rebate

The City and the Union shall jointly apply annually for the Employment Insurance Rebate. The employees' share of the rebate shall be forwarded to the Union.

*Application to be made for any retroactive amounts the parties are eligible for.

14.17 Facility Passes

Employees and dependants shall be entitled to enrol in the City of Terrace **Employee Discount Program, at** a thirty-five percent (35%) discount.

ARTICLE 15 BEREAVEMENT LEAVE

15.01 Bereavement Leave

When death occurs to a member of the employee's immediate family, bereavement leave shall be granted to regular employees as follows:

(a) One (1) regular work week with pay when in attendance at a funeral. Subject to approval of the Department Head, up to one (1) additional regular work week with pay when in attendance at a funeral if such additional time is required for travel.

- (b) Up to four (4) regular work weeks' unpaid leave of absence, subject to Department Head approval. Seniority and benefits will continue to accumulate during this leave.

15.02 Immediate Family

Members of the employee's immediate family are defined as their spouse (includes common-law), sons, daughters, mother, father, grandparents, grandchildren, brothers, sisters, legal guardians, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, mother-in-law and father-in-law. This definition shall include step families.

15.03 Compensable Hours

Compensable hours under the terms of this Article shall be counted as hours worked for the purpose of computing vacation pay.

15.04 Pallbearer's and Mourner's Leave

An employee shall be granted leave of absence of one (1) day without loss of wages or benefits to attend a funeral or memorial service as a pallbearer. An employee shall be granted leave of absence for half (1/2) day without loss of wages or benefits to attend a funeral or memorial service as a mourner.

15.05 Compassionate Care Leave

Employees shall be eligible for leave without pay to care for a terminally ill family member in accordance with Bill 8 – 2006 Employment Standards (Compassionate Care Leave).

ARTICLE 16 CONTRACTING OUT

16.01 Restrictions on Contracting Out

In order to provide job security for the members of the bargaining unit, the City agrees that all work or services normally performed by the employees shall not be subcontracted, transferred, leased, assigned or conveyed, subject to the following:

- (a) The employees are qualified to perform the work.
- (b) The equipment necessary to perform the work is available.
- (c) The work can be completed in the time available as governed by seasonal conditions.
- (d) The work can be performed by the City to the economic advantage of the City.

16.02 Advance Notice to Union

The Union shall be given advance notice of contracting out proposals for the purpose of discussing the method and work tasks of the contract. The City shall provide as much advance notice as possible and shall endeavour to provide at least thirty (30) days' notice.

16.03 Contracting Out Committee

The Union's contracting out committee shall have access to all necessary information which is not restricted pursuant to the *Freedom of Information and Privacy Act* to respond to any contracting out proposal. This includes information on final costs of contracted out work.

16.04 Joint Contracting Out Committee

The purpose of this Committee is to work together in good faith to discuss contracting out matters and to facilitate the requirements of Article 16.02 (Advance Notice to Union).

ARTICLE 17 REMUNERATION

17.01 Pay Schedules

Wage and salary rates shall be in accordance with Schedules A and B of this Agreement.

17.02 Allowances

In addition to those rates shown in Schedules A and B, the following differentials shall apply as applicable. Where differentials apply, an employee may accrue two (2) or more hours, but shall be paid no less than two (2) hours' differential pay per shift.

- (a) Environmental – seventy cents (70¢) per hour shall be paid to employees required to operate a jack hammer or power compactor (jumping jack).
- (b) Dirty Pay - one dollar and seventy cents (\$1.70) per hour shall be paid to employees required to manually clean and/or repair sanitary sewers while in use, or required to clean up human feces from facilities.
- (c) Charge Hand - one dollar and seventy cents (\$1.70) per hour shall be paid to employees designated as Charge Hands.
- (d) Shift Differentials - shall apply to regular positions as follows:
 - Afternoon Shift - 4:00 p.m. to 12:00 midnight – seventy cents (70¢) per hour.
 - Night Shift - 12:00 midnight to 8:00 a.m. – ninety-five cents (95¢) per hour.
 - Early Morning Shift - 5:00 a.m. to 1:00 p.m. – ninety-five cents (95¢) per hour.
- (e) Grave Digging Labourers - shall be paid an additional fifty-five cents (55¢) per hour only while digging and backfilling graves.

- (f) When an employee has their scheduled hours of work overlap two (2) shifts, the higher premium shall apply to all hours worked when at least two (2) hours are worked in the higher premium shift.
- (g) Chainsaw - One dollar and five cents (\$1.05) per hour shall be paid to employees while using a chainsaw.
- (h) Mechanics possessing a CVSE Authorized Inspector Certificate – fifty cents (50¢) per hour.**
- (i) Class 5 Power Engineer or Refrigeration Operator Certification – seventy-five cents (75¢) per hour.**
- (j) EOCP Water Distribution Certification - fifty cents (50¢) per hour, only when performing duties related to the water system.**
- (k) EOCP Wastewater Certification - fifty cents (50¢) per hour, only when performing duties related to the wastewater system.**

17.03 Temporary Assignment (Higher Paid Position)

An employee temporarily assigned to work in a higher paid position shall be paid the higher rate for all time worked, unless they are receiving training under active supervision. The training period shall not exceed three (3) weeks.

An employee being laid off or recalled is not considered to be temporarily reassigned for purposes of this Article.

17.04 Temporary Assignment (Lower Paid Position)

An employee temporarily assigned to work in a lower paid position shall maintain their regular rate of pay. An employee being laid off or recalled is not considered to be temporarily reassigned for purposes of this Article.

17.05 Jury or Court Witness Duty

The City shall grant leave of absence, with pay and without loss of benefits, to an employee who serves as a juror or a subpoenaed court witness. The City shall pay such an employee the difference between his normal earnings and that which the employee receives for such jury or court witness duties, excluding payment for travel, meals or other expenses. The employee shall present proof of service and of the amount of payment received for such jury or court witness duties.

17.06 Tool Allowance

Regular full-time mechanics who completed twelve hundred (1,200) hours in a calendar year shall be eligible for reimbursement of the cost of supplying or replacing work-related tools to a maximum of **six hundred and fifty dollars (\$650.00)** per annum (this amount is not cumulative). Receipts will be required by the City.

17.07 Boot Allowance

Regular full-time employees who have completed twelve hundred (1,200) hours in a calendar year shall have seventy-five (75%) of the cost of safety toe work boots defrayed to a maximum of two hundred and **fifty** dollars (**\$250.00**) every two (2) years. Reimbursement shall be limited to those employees required by the City to wear safety toe boots.

** For interpretation's sake, an employee could claim for more than one (1) pair of boots during the two (2) year period, to a maximum of two hundred **and fifty** dollars (**\$250.00**) every two (2) years.

17.08 Day of Occupational Injury

The City shall continue to pay an injured employee their regular wages for the balance of the day of injury.

17.09 Recreation Department

An employee who is classified as a Recreation Leader or Lifeguard/Instructor and who is requested to perform maintenance duties shall be paid no less than the Labourer I rate of pay. Maintenance duties shall include, but not be limited to, painting and surface preparation for painting, annual locker maintenance, and annual lamp maintenance. Maintenance duties shall not mean routine janitorial and housekeeping duties.

17.10 Bathing Suits and Shoes

After one (1) year of employment, upon reaching fifty (50) hours of instruction time in a calendar year, employees required to wear bathing suits and indoor shoes in the performance of their jobs shall receive reimbursement of seventy five percent (75%) of the cost to a maximum of two hundred dollars (\$200.00) every two (2) years.

** For interpretation's sake, an employee could claim for more than one (1) bathing suit during the two (2) year period, or a bathing suit and a pair_of shoes to a maximum of two hundred dollars (\$200.00) every two (2) years.

ARTICLE 18 PAYMENT SCHEDULE

18.01 Pay Days

Employees shall be paid on every other Friday.

18.02 Pay Period

Employees shall be paid all wages due up to the Friday midnight of the week preceding the Friday pay date, less statutory deductions.

18.03 Pay on Termination

Employees terminating shall be paid, wherever possible, on the day of termination or by the third working day following termination.

18.04 Automated Payroll Deposit

All employees shall be required to enrol in the City's direct deposit. For the purpose of correcting an error, or in the event of a layoff of an employee or for any other emergent issue, the City shall issue a manual cheque through the payroll computer system.

ARTICLE 19 JOB RECLASSIFICATIONS

19.01 Job Descriptions

Job descriptions shall be reviewed on a continuing basis by the Union. All job descriptions shall be reviewed by the Union at least once every three (3) years. The job descriptions as presented shall become the recognized job descriptions. The Union shall be notified when a change is made to a job description or a new job description is developed. The new or changed job description shall not be in effect until two (2) weeks after the job description has been given to the Union.

19.02 New Positions

When a new position, not covered by Schedules A and B, is established during the term of this agreement, the following shall apply:

- (a) The City will develop the job description.
- (b) The position will be posted with an interim rate as "under review" according to Article 19.01.
- (c) After six (6) months the incumbent and the City will provide comments on the job description and the work performed.
- (d) The City and the Union shall negotiate a final rate of pay for the position.
- (e) Negotiations for the purposes of establishing new wage rates during the life of this Collective Agreement shall not require the opening of this Agreement.
- (f) Should the City and the Union not agree on a new rate for the position they may refer the matter to the Labour/Management Committee for review and recommendation.
- (g) Should agreement not be reached at the Labour/Management Committee, the matter may proceed under the Grievance procedure.

19.03 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.

An employee whose position or classification is changed to one with a lower salary, other than by their own volition, shall maintain the salary of their previous position but shall receive the rate for their new position when it equals or is greater than the rate for the previous position.

ARTICLE 20 GRIEVANCE PROCEDURE

20.01 Grievance Defined

Grievance means any difference which arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any differences 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 stoppage of work in the manner herein contained.

20.02 Rights of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the City acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards.

The steward shall assist any employee whom the steward represents in presenting his grievance in accordance with the grievance procedure.

20.03 Rights of Grievor

The grievor shall have the right to be present at all meetings between the City and the Union when their difference is being discussed pursuant to the grievance procedure.

20.04 Replies in Writing

Replies and exchange of information to grievances shall be in writing at all stages which shall include the final disposition of the grievance.

20.05 Differences to be Discussed

Within fifteen (15) working days of the occurrence of an alleged difference, the employee(s) shall, with the Shop Steward in attendance or without if the employee(s) so chooses, discuss the matter with their immediate supervisor. If this discussion does not resolve the alleged difference, then it shall be processed as a grievance.

The Union is not prejudiced from filing a grievance at Step 1 of the grievance procedure of the Collective Agreement when the resolution to the above alleged difference adversely affects the Union.

20.06

Grievance Procedure

Step 1

If discussion with the immediate Supervisor does not produce a satisfactory settlement, then the employee(s) shall submit the dispute in writing to the designated management supervisor and with a Union representative in attendance, seek settlement of the dispute with the immediate supervisor within ten (10) working days of the discussion meeting with the same immediate supervisor.

The designated management supervisor shall meet with the employee(s) and the Union representative with a view to resolving the dispute within three (3) working days.

Step 2

If a satisfactory settlement is not reached after the dispute was submitted at Step 1, the dispute shall be submitted by the Union, in writing, within five (5) working days to the respective Department Head (or his authorized representative), who shall meet with the employee(s) and the Union with a view to resolving the dispute within five (5) working days.

Step 3

If a satisfactory settlement is not reached after the dispute was submitted at Step 2, the dispute shall be submitted, in writing, within five (5) working days to the Chief Administrative Officer, who shall meet with the employee(s) and the Union with a view to resolving the dispute within ten (10) working days. The Chief Administrative Officer may have the designated Step 2 Department Head present at the meeting as a resource person.

Step 4

If a satisfactory settlement is not reached after the dispute was submitted at Step 3, then the Union may submit the dispute to the City Council within ten (10) working days, who may meet with the Union with a view to resolving the dispute. The Union may, at the conclusion of Step 3, submit the dispute to arbitration rather than to the City Council.

Step 5

Failing satisfactory settlement after the dispute was submitted to the City Council or at Step 3, the Union may, within fifteen (15) working days, refer the matter to arbitration, with a single arbitrator to be selected by mutual agreement of the Union and the Employer.

20.07

General Grievance

Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, Steps 1 and 2 of the Grievance Procedure may be bypassed. The general grievance may be processed through the Grievance Procedure without the employee(s) in attendance, within fifteen (15) working days of the Union becoming aware of the difference.

20.08 City Grievance

- (a) In the event that the City wishes to file a dispute to grievance and arbitration, it shall first submit the matter in writing to the Union and seek settlement of the dispute.
- (b) If a satisfactory settlement is not reached within seven (7) working days after the matter has been submitted for settlement, the City may refer the matter to arbitration.

20.09 Grievance on Safety

- (a) An allegation, either by the Union or an affected employee, that certain work practices are unsafe to any person, may be grieved by the Union by filing the grievance with the Chief Administrative Officer. An employee may refuse to work under the unsafe conditions and shall not suffer a loss in pay. The City shall not reassign the alleged unsafe work while an investigation is taking place.
- (b) The appropriate Department Head and a Union representative shall inspect the site within one (1) hour of the occurrence of the incident causing the allegation of unsafe practice.
- (c) If satisfactory settlement cannot be reached within seven (7) days of submission to the Chief Administrative Officer, the matter may be referred to arbitration.

20.10 Arbitration

- (a) A grievance shall be heard by a single Arbitrator, the appointment of which shall be agreed to by both parties. If, after a reasonable period of time, the City and the Union are unable to agree on an Arbitrator, then either of them may apply to the Minister of Labour for the Province of British Columbia to appoint an Arbitrator.
- (b) The Board shall deliver its award in writing to each of the parties and the award of the majority of the Board shall be final and binding to the parties and shall be carried out forthwith.
- (c) Arbitration costs shall be apportioned in accordance with the provisions of Section 90 of the Labour Relations Code of British Columbia.

20.11 Amending Time Limits

The time limits mentioned in the Grievance and Arbitration Procedures may be extended by mutual agreement between the City and the Union.

20.12 Power to Amend

An arbitrator 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 he deems just and equitable.

ARTICLE 21 TERMINATION AND DISCIPLINE

21.01 Termination

An employee may be terminated for the following:

- (a) Just cause, with a copy of the notice of termination forwarded to the Secretary of the Union;
- (b) Absence without authorization or reasonable justification for more than two (2) consecutive working shifts. In this case, termination shall be effective at the end of the second (2nd) shift.

21.02 Discipline

When the City deems it necessary to discipline an employee, in a manner indicating that dismissal may follow further infractions or may follow if such employee fails to bring his work up to a required standard by a given date, the City shall give written notice of such discipline to the employee with a copy to the Secretary of the Union.

21.03 Adverse Reports

The record of an employee shall not be used against them at any time when eighteen (18) months have elapsed since the issuance of a letter of reprimand, provided there has been no recurrence of a similar and/or other infraction.

21.04 Right to Assistance from CUPE Representatives

An employee shall have the right to have Union representation present at any investigative discussion with supervisory personnel that the employee genuinely believes might be the basis of disciplinary action. Where the employer/supervisor intends to interview an employee for disciplinary purposes, the employer/supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her representative to be present at the interview.

A steward or local union officer shall have the right to consult with a CUPE staff representative or designate and to have him/her present at any discussion with supervisory personnel, which might be the basis of disciplinary action.

ARTICLE 22 LAYOFF AND RECALL

22.01 Layoff Guidelines

Pursuant to Article 2, Layoff Shall be Governed by the Following Guidelines:

- (a) Layoff shall be in reverse order of seniority with the employee with the least seniority being laid off first.
- (b) Laid off regular employees, who have not bumped another employee, shall have the right of recall to their former classification, should it become available. This shall mean the same position with the same number of hours in the position they held before being laid off.

They shall have the choice to accept recall, or not, to their former position if it is offered with less hours.

- (c) Recall shall be according to seniority for all casual and temporary work, provided the employee is capable (qualified) to do the work available. Other regular positions that become available will be posted according to the posting process and laid off employees shall have the right to bid on those jobs. The City shall not hire casual employees until regular employees on layoff, who are qualified to do the job, have been recalled.
- (d) Recall notices shall be issued by registered letter and shall be mailed to the last address given by the employee when the City has been unable to make personal contact with the employee.
- (e) An employee who has been recalled must notify the City of their intention to return to work within two (2) working days from the time the recall has been received by the employee. Employees on an approved leave of absence shall notify the City of their intention when their leave expires.
- (f) An employee must report to work within fifteen (15) calendar days from the date of their acceptance of recall, unless sick or injured, in which case the provisions of Article 22.05 (b) shall apply.
- (g) An employee who does not answer a recall notice in accordance with subsections (d) and (e) above, shall be deemed for all purposes to be self-terminated.
- (h) Notwithstanding Article 22.01 (e), an employee may refuse one (1) recall notice by notifying the City of their intention within one (1) working day from the time the employee received the recall notice. The right to refuse the recall shall only apply to a recall that is for work of less than two (2) weeks' duration.

22.02 Notice of Layoff

Other than casual or temporary employees, employees who are to be laid off shall be given notice in writing as specified below and the notice shall include their seniority and the seniority of all those junior to them. It is agreed that an employee may continue work on a day-to-day basis after the day of layoff stated in the notice and no further notice of layoff shall be required in such cases. The layoff notice shall state the effective date of the layoff. If work continues for a period of one (1) month beyond the specified layoff date, the layoff notice shall be deemed to be rescinded.

- (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, an additional week's notice, up to a maximum of eight (8) weeks' notice;
- (c) In the case of temporary layoff of less than two (2) months, one (1) week's 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.

In the case of a proposed temporary layoff of less than two (2) months that in fact exceeds two (2) months, the employee shall be entitled to full payment for the balance of notice that would have been required.

22.03 Bumping Procedure

- (a) The employee affected by a layoff shall be advised in writing that they may exercise their seniority and displace a less senior member of the bargaining unit in any position which they feel they are qualified to hold.
- (b) The employee wishing to exercise his seniority rights shall make written application to the Department Head within five (5) working days of receipt of the notice of layoff for employees with more than one (1) year of service, and within three (3) working days of receipt of the notice of layoff for employees with less than one (1) year service, advising of the position he feels qualified to hold, on the form provided.
- (c) The appropriate Department Head shall adjudicate the applicant's skills, qualifications and ability for the position and shall advise the employee, in writing, within ten (10) working days, of acceptance or rejection of the bump.
- (d) When an employee's application is accepted and it results in a less senior member of the bargaining unit being displaced, the displaced employee shall be given the same opportunity to exercise their seniority rights. Only after all applications to exercise seniority rights have been adjudicated, shall the displacements become effective.
- (e) When an employee is accepted to a position which carries a different classification, he shall be on trial in that new position for a period of sixty-five (65) working days. In the event that an employee proves unsuitable for the new position, they shall retain their seniority to apply for another position. At any time during the trial period the employee may choose severance or to revert to layoff with no recourse to further bumping.
- (f) Differences arising from layoffs shall be initiated in accordance with the grievance procedure.

22.04 Severance Pay Options

A regular employee who is laid off is entitled to choose severance pay at any time within thirty (30) calendar days from the effective date of layoff. Upon acceptance of severance pay, all rights under this Agreement are terminated. An employee on layoff and not recalled before loss of recall rights, shall automatically be paid severance pay within one (1) week of loss of recall rights.

- (a) Less than three (3) years' continuous service at the time of layoff: one week's current pay for each year of service, or major part thereof.

- (b) Three (3) or more continuous years' service at the 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, one-half (½) month's current pay.
- (c) Severance pay is limited to six (6) months' current pay.

22.05 Layoff While on Sick Leave or WCB

- (a) The City may, due to a reduction in work, lay off an employee who is absent from work due to illness or accident, provided the required notice of layoff has been given. Such an employee shall have the rights of a laid off employee, and the rights as provided in Article 22.

When the employee is pronounced fit to return to work the bumping rights outlined in Article 22.03 shall be exercised at that time.

- (b) A laid off employee, who is eligible for recall and is unable to return to work due to illness or accident, shall have their status changed to that of being absent from work due to illness or accident, effective the date of recall, and shall enjoy all benefits of the Collective Agreement as if at work, except for payment of sick leave, wages and benefits. The City may request a medical certificate as provided in Article 14.03 (i). Upon recovery, the employee shall be returned to work.
- (c) When an employee is laid off, while absent from work due to illness or accident, such layoff shall have no effect upon the employee's waiting period for long term disability plan benefits, providing the employee continues paying the full monthly LTD premium and subject to carrier eligibility requirements.

ARTICLE 23 EQUIPMENT CLASSIFICATION

23.01 Light Equipment

Self-propelled sidewalk sweepers, track-type snow removal equipment, Zamboni, tractors, five (5) yard dump trucks, hiab truck, line painter, Bomag pavement recycling plant, vibrating pavement roller, forklift and ride-on tractor mower.

23.02 Heavy Equipment

Grader, bulldozers, loaders one (1) yard and over, backhoes, dump trucks over five (5) yards, street sweepers and self-loading scraper.

23.03 Hiab Truck

The rate paid for the hiab truck shall be light equipment or heavy equipment based on the vehicle the hiab is attached to.

23.04 Special Equipment

Refuse packer with automatic transmission, vector sump cleaner and hydraulic sewer cleaning equipment.

23.05 New Equipment

Classification of equipment not specifically mentioned in Articles 23.01 and 23.02 shall be negotiated prior to such equipment being introduced.

ARTICLE 24 PROTECTIVE CLOTHING

24.01 The City Shall Provide Protective Clothing and Safety Equipment in the Following Manner:

When authorized by a Department Head, clothing and equipment shall be furnished through central stores on a loan basis. The employee shall be required to sign for the item authorized and shall be responsible for the return of the items in good and serviceable condition, fair wear and tear excepted.

Only clothing and equipment listed herein shall be provided by the City.

(a) Identification

Items required for the purpose of special identification of City employees where required by Management.

(b) Protective Clothing

Hard hats, hipwaders, raingear, gloves, coveralls, slip-on steel toes (jack hammer) and such items as required by WCB.

(c) Safety Equipment

Safety goggles, painting masks, fluoride and chlorine masks, welding masks, ice cleats, respirators, first-aid kits and supplies, fire extinguishers, fluorescent traffic vests and control paddles, ear protectors and such items as required by WCB.

(d) Leather aprons and surveyors' vests only to instrument persons as required.

24.02 All Other Items of Clothing

All other items of clothing including day-to-day clothing, safety toe and steel shank boots, rubber boots, winter clothing and all other similar items shall be the responsibility of the employees except as provided in Article 17.07.

24.03 Skidoo Suits

The City shall pay one-half (1/2) the cost of skidoo suits for regular garbage swamper and the scraper operator for winter months, to a maximum of one (1) suit per person per year.

ARTICLE 25 VACANCIES

25.01 Posting of Vacancies

(a) Notice of all new positions and vacancies shall be posted on all employee notice boards for five (5) working days before appointment is made. The name of the successful applicant(s) shall be posted on all employee notice boards.

- (b) An employee filling a temporary vacancy shall not subsequently be confirmed, by the City, as a regular appointment to that position without the vacancy first being posted as a regular position.
- (c) A part-time position which increases from less than twenty (20) hours per week to twenty (20) or more hours per week shall be posted. A position which increases from less than thirty (30) hours per week to thirty (30) or more hours per week shall be posted.
- (d) All notices shall contain the following information:
Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage rate. Such qualifications and requirements shall be those necessary to perform the job function.

25.02 Temporary Personnel

Work of a temporary nature expected to be of more than four (4) weeks' duration shall be posted internally on employee notice boards.

25.03 Acting Foreman

A temporary Acting Foreman may be appointed at ninety-five percent (95%) of the appropriate Working Foreman rate. A Temporary Acting Foreman may be paid, as above, for up to sixty-five (65) consecutive days of work, and thereafter, or sooner if deemed appropriate by the City, shall be paid the rate for the appropriate Working Foreman classification.

25.04 Temporary Assignments

Where regular employees accept work in a temporary assignment, they shall return to their own regular positions after the temporary assignment is over. Termination of the temporary assignment shall not be considered lay off.

ARTICLE 26 TECHNOLOGICAL CHANGE

26.01 Advance Notice

Three (3) months before the introduction of any technological change which affects the rights of employees, conditions of employment, wage rates or workloads, the City shall notify the Union of the proposed change.

26.02 Changes

Any such change shall be made only after the Union and the City have reached agreement on such change.

26.03 No Agreement on Results of the Change

If the City and the Union fail to agree on the results of the change, the matter shall be subject to Arbitration, pursuant to Article 20.

26.04 Regular Employee

Pursuant to Article 26.06 (b), no regular employee shall be dismissed by the City because of technological changes, subject to Articles 26.05 and 26.06.

26.05 Training Period for Technological Changes

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

26.06 Displaced Employees

- (a) In the case where an employee is displaced from his job by virtue of technological change, an equitable attempt shall be made by the City to find the employee agreeable employment elsewhere in the City's operation at a rate of pay that exists for the job.
- (b) Where agreeable employment cannot be arranged, employment with the City shall be terminated and one (1) week's severance pay for each year of service with the City shall be paid to the employee when termination results due to technological change.

ARTICLE 27 UNION DUTY

27.01 Union Leaves With Pay

Union representatives shall be granted permission from the Department Head or their immediate supervisor to be absent as hereinafter mentioned and shall suffer no loss of pay under the following circumstances:

- (a) Three (3) representatives for the purpose of collective bargaining;
- (b) For the purpose of grievance procedures pursuant to Article 20;
- (c) Three (3) representatives to participate on a Labour/Management Committee.
- (d) Representation on the City's Occupational Health and Safety Committee, or other joint Committees between the City and the Union.

27.02 No Overtime on Union Leaves with Pay

Under no circumstances shall overtime be paid for or accumulated as a result of absence pursuant to the provisions of the preceding clause.

Payment for approved absences shall be paid for at the representative's basic hourly rate at the time of such absence.

27.03 Union Leaves Without Pay

- (a) Applications for leave of absence for Union duty shall not be unreasonably withheld.

- (b) Upon application to, and upon receiving the permission of the Chief Administrative Officer, representatives of the Union shall be granted leave of absence, without pay, for the purpose of attending educational seminars, meetings and conventions of CUPE, the BC Federation of Labour and/or the Kitimat-Terrace & District Labour Council.
- (c) An employee elected or appointed to any of its committees or elected or appointed as an officer of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated, may be allowed leave of absence without pay but without loss of benefits to attend their duties. Such an employee shall inform the City in writing of their election or appointment. Such leave shall not be unreasonably withheld.
- (d) With respect to leave of absence granted under subsections (b) and (c) above, the City shall continue to pay such representatives their regular wage or salary and thirty percent (30%) for benefits, and shall render an account to the Union for that amount. The Union shall reimburse the City within thirty (30) days.
- (e) Upon application to and receiving the permission of the Chief Administrative Officer, an employee shall be granted leave of absence without pay and benefits, but without loss of seniority, so that the employee may be a candidate in Federal or Provincial elections.
- (f) Upon application to, and upon receiving the permission of the Chief Administrative Officer, an employee who is elected pursuant to subsection (e) above, shall be granted a leave of absence without pay and benefits, but without loss of seniority, during their term of office.
- (g) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated shall, upon application to and upon receiving the permission of the Chief Administrative Officer, be granted a leave of absence without pay and benefits, but without loss of seniority for a period of up to one (1) year. Upon application to, and upon receiving approval of the Chief Administrative Officer, such leave of absence shall be reviewed each year, during the employee's term of office.
- (h) The Union shall be allocated twenty (20) working days a year with pay for its members to attend educational courses on occupational health and safety. Payment shall be at the employee's regular rate of pay. Application for leave shall be made to and approved by the Chief Administrative Officer. The Union shall briefly state the training course content when seeking this paid leave.

Such leave shall not be unreasonably withheld. The City shall require a brief written report from the employee regarding the course content upon the return of the employee.

ARTICLE 28 GENERAL CONDITIONS

28.01 Changes to Agreement

With the exception of Schedules A and B, any changes deemed necessary in this Agreement may be made by mutual consent at any time during the term of this Agreement. Such changes shall be made in the form of a "Memorandum of Agreement" attached to this Agreement.

28.02 Printing of Agreement

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

28.03 Loss of Employee Qualifications

- (a) When an employee loses a qualification and as a result is unable to perform the job he was hired to perform, the City shall, where possible, assign the employee to alternate work, provided work is available and the employee possesses the necessary skills and ability to perform the work.
- (b) An employee shall not be removed from his position, as a result of being disqualified to operate a motor vehicle, when the major responsibilities of his job can be discharged without unreasonable delay and provided there is no increased cost to the City, or when another employee can temporarily be assigned the driving tasks, where equipment or vehicle operation is not the major responsibility of the position and there is no increased cost to the City.
- (c) An employee assigned to another position shall receive the rate of pay for that new position.
- (d) When alternate work is not available the employee shall be laid off and then acquire normal recall rights.
- (e) An employee being laid off under the provisions of this Article does not require any notice of layoff.
- (f) When an employee again qualifies for his original position he shall be reinstated, provided he still has retained seniority.

28.04 Qualifications

An employee who is required to take a course or written examination to renew or maintain qualifications requisite to his position, shall, upon successful completion, be reimbursed the course or examination fees and travel costs as per the City of Terrace Policy #13. Such an employee shall not suffer loss of wages or benefits while attending such a course or examination.

The City shall not pay wages for attendance at such course or written examination held outside the employee's regular hours of work. Attendance at such courses is subject to Department Head approval.

28.05 Workers' Compensation Pension

When a full pension is granted by the Workers' Compensation Board, the employee shall be terminated, effective the commencement date of the pension.

28.06 Day of Mourning

The City and the Union agree to recognize April 28th as the National Day of Mourning to remember those workers injured and killed on the job. On April 28th at 11:00 a.m., there shall be a cessation of work for one (1) minute in memory of those workers.

28.07 In-Service Training (Aquatic Staff)

The City, the Union and the employees recognize the importance and advantages of in-service training in the aquatic field.

Paid in-service training sessions will be scheduled at least four (4) times annually. All in-service training sessions will be compulsory, unless a reasonable excuse is given.

The paid in-service training sessions for the regular full-time employees, if taken outside the normal schedule, will accrue as overtime and may be taken as per Article 10.

28.08 Minimum Staffing

During the times when the pool is open for public swimming, the minimum staffing level shall be two (2) guards.

28.09 Maximum Deck Time

The City recognizes the safety factor related to minimizing deck time duty for employees, and will make every effort to limit deck time under usual circumstances to less than one (1) hour and not exceeding two (2) hours.

ARTICLE 29 TERM OF AGREEMENT

29.01 Term of Agreement

This Agreement shall take effect January 1, 2018, and shall remain in effect until December 31, 2021, and thereafter from year to year unless written Notice of Intent to amend the Agreement is given by either party to the other party in accordance with the provisions of the Labour Relations Code of British Columbia.

IN WITNESS WHEREOF, the City and the Union by their authorized representatives, have affixed their signatures hereto on the 2 day of February, 2018.

THE CITY OF TERRACE:



MAYOR



CHIEF ADMINISTRATIVE OFFICER

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2012:



PRESIDENT



NEGOTIATING COMMITTEE

SCHEDULE "A" – WAGES

Schedule A Wages	January 1, 2018	January 1, 2019	January 1, 2020	January 1, 2021
Position	1.50%	1.50%	2%	2%
Animal Control Facility Attendant I	22.69	23.03	23.49	23.96
Lifeguard/Instructor I	23.78	24.14	24.62	25.11
Animal Control Facility Attendant II	25.21	25.59	26.10	26.62
Lifeguard/Instructor II	25.31	25.69	26.20	26.72
Lifeguard/Instructor III	26.87	27.27	27.82	28.38
Guard	27.39	27.80	28.36	28.93
Labourer I	27.39	27.80	28.36	28.93
Recreation Attendant I	27.39	27.80	28.36	28.93
Refuse Disposal Attendant	27.39	27.80	28.36	28.93
Animal Control Officer	27.98	28.40	28.97	29.55
Construction Maintenance Attendant I	27.98	28.40	28.97	29.55
Labourer II	27.98	28.40	28.97	29.55
Gardener/Landscaper	28.85	29.28	29.87	30.47
Labourer III	28.85	29.28	29.87	30.47
Recreation Attendant II	28.85	29.28	29.87	30.47
Engineering Tech 1	29.46	29.90	30.50	31.11
Environmental Services Tech I	29.46	29.90	30.50	31.11
Light Equipment Operator	29.46	29.90	30.50	31.11
Warehouse Person	29.46	29.90	30.50	31.11
Utility Person	30.18	30.63	31.24	31.86
Construction Maintenance Attendant II	30.88	31.34	31.97	32.61
Engineering Tech II	29.46	31.34	31.97	32.61
Head Lifeguard/Instructor	30.88	31.34	31.97	32.61
Heavy Equipment Operator I (Trainee Position)	30.88	31.34	31.97	32.61
Mechanic I	30.88	31.34	31.97	32.61
Purchasing Agent I	30.88	31.34	31.97	32.61
Environmental Services Tech II	31.40	31.87	32.51	33.16
Heavy Equipment Operator II	32.01	32.49	33.14	33.80
Special Equipment Operator	32.01	32.49	33.14	33.80
Bylaw Compliance Officer	32.59	33.08	33.74	34.41
Construction Maintenance Attendant III	32.59	33.08	33.74	34.41
Environmental Services Tech III	32.59	33.08	33.74	34.41
Purchasing Agent II	32.59	33.08	33.74	34.41
Recreation Attendant III	32.59	33.08	33.74	34.41
Mechanic II	33.82	34.33	35.02	35.72
Building/Licence Official I	35.62	36.15	36.87	37.61
Design Engineer/Technologist	35.62	36.15	36.87	37.61
Aquatic Foreman	37.49	38.05	38.81	39.59
Building/Licence Official II	37.49	38.05	38.81	39.59
Working Foreman - Building Maintenance	37.49	38.05	38.81	39.59
Working Foreman - Construction	37.49	38.05	38.81	39.59
Working Foreman - Environmental Health	37.49	38.05	38.81	39.59
Working Foreman - Parks & Facilities	37.49	38.05	38.81	39.59
Working Foreman - Roads & Drainage	37.49	38.05	38.81	39.59
Working Foreman - Shop	37.49	38.05	38.81	39.59
Working Foreman - Water & Waste	37.49	38.05	38.81	39.59
Engineering Supervisor	40.21	40.81	41.63	42.46
Plant Foreman	40.21	40.81	41.63	42.46
Road Foreman	40.21	40.81	41.63	42.46
Senior Building/Licence Official	40.21	40.81	41.63	42.46
Recreation Leader (Pool & Arena)	19.72	20.02	20.42	20.83

SCHEDULE "B" – WAGES

Schedule B Wages	January 1, 2018	January 1, 2019	January 1, 2020	January 1, 2021
Position	1.50%	1.50%	2%	2%
Day Camp Leader	16.21	16.45	16.78	17.12
Day Camp Supervisor	19.72	20.02	20.42	20.83
Recreation Programmer	26.15	26.54	27.07	27.61
Accounting Clerk I	28.09	28.51	29.08	29.66
Planner I	28.11	28.53	29.10	29.68
Accounting Clerk II	28.85	29.28	29.87	30.47
Accounting Clerk II (Aquatic Clerk)	28.85	29.28	29.87	30.47
Accounting Clerk II (Clerk Receptionist)	28.85	29.28	29.87	30.47
Secretary I (Admin)	28.85	29.28	29.87	30.47
Accounting Clerk III	29.52	29.96	30.56	31.17
Accounting Clerk III (Accounts Payable)	29.52	29.96	30.56	31.17
Accounting Clerk III (Building & Business Licence Clerk)	29.52	29.96	30.56	31.17
Accounting Clerk III (Finance Support Clerk)	29.52	29.96	30.56	31.17
Accounting Clerk III (Leisure Services)	29.52	29.96	30.56	31.17
Accounting Clerk III (Public Works)	29.52	29.96	30.56	31.17
Accounting Clerk III Finance Service Coordinator	29.52	29.96	30.56	31.17
Secretary II (CIPC)	29.52	29.96	30.56	31.17
Accounting Clerk IV	30.12	30.57	31.18	31.80
Accounting Clerk IV (Cashier)	30.12	30.57	31.18	31.80
Accounting Clerk IV Finance Clerk	30.12	30.57	31.18	31.80
Departmental Services Clerk I	30.12	30.57	31.18	31.80
Detachment Clerk (RCMP)	30.12	30.57	31.18	31.80
Accounting Clerk V	30.74	31.20	31.82	32.46
Accounting Clerk V (Finance Clerk)	30.74	31.20	31.82	32.46
Accounting Clerk V (Payroll)	30.74	31.20	31.82	32.46
CAD/GIS Technician I	30.74	31.20	31.82	32.46
Departmental Services Clerk II	30.74	31.20	31.82	32.46
Programs Supervisor	30.88	31.34	31.97	32.61
Accounting Clerk VI Payroll & Benefits Administrator	31.72	32.20	32.84	33.50
Purchasing Supervisor Public Works	31.72	32.20	32.84	33.50
Records Coordinator - RCMP	32.23	32.71	33.36	34.03
CAD/GIS Technician II	33.27	33.77	34.45	35.14
Planner II	34.03	34.54	35.23	35.93
CAD/GIS Technician III	34.89	35.41	36.12	36.84
Mapping/Planning Technician	35.62	36.15	36.87	37.61
Planning Technician	37.85	38.42	39.19	39.97
Planner III	38.46	39.04	39.82	40.62

LETTER OF UNDERSTANDING NO. 1

between

CITY OF TERRACE

and

CUPE LOCAL 2012

RE: Management Staff on LTD Plan

The Union agrees to permit the enrolment of the regular management staff of the City in its Long Term Disability Plan on the same basis as Union members may enrol.

Signed this 2 day of February, 2018.

FOR THE CITY:

FOR THE UNION:

Carol Kuhn

[Signature]

H. Avison

[Signature]

LETTER OF UNDERSTANDING NO. 2

Between
CITY OF TERRACE
and
CUPE LOCAL 2012

Re: Change of Shift Public Works Department - Schedule A Employees

Under special circumstances, for the duration of this collective agreement, the parties may agree to change shifts to hours other than those set out in Article 9. The Union shall not unreasonably withhold agreement if the following criteria are met:

1. The shift change shall be for a specified duration (number of days or duration of job).
2. An employee shall not lose any shift premium(s) to which he would have been entitled if the shift change had not taken place.
3. An employee shall be entitled to any shift premium(s) generated by the new shift, but shall not be pyramided with (2) above.
4. All other articles of the collective agreement apply.

Note: Call out does not apply.

Signed this 2 day of February, 2018.

FOR THE CITY:

FOR THE UNION:

Cowl Lecker

[Signature]

H. Avison

J. Adrade