

02.26.2021

Memorandum of Agreement

Article
Various

FINAL MEMORANDUM OF AGREEMENT

BETWEEN:

Page
Various

CITY OF KIMBERLEY
(Hereinafter referred to as the "City")

And

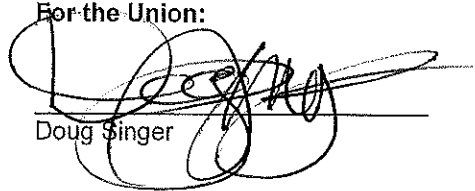
UNITED STEELWORKERS LOCAL 1-405
(Hereinafter referred to as the "Union")

REGARDING AGREED AMENDMENTS TO THE COLLECTIVE AGREEMENT

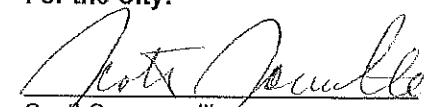
1. The parties herein agree to the terms of this Memorandum and the attached agreed-to items as constituting full settlement of all matters in dispute. This Settlement is subject to ratification by the principals of the respective parties.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this Memorandum to their respective principals for ratification.
3. The parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement which expired on February 29, 2020, as amended by the following amendments set out below. Letters of Understanding, and Memorandum Items, unless expressly renewed or amended below, expire and do not renew or carry forward.
4. The terms and conditions of the attached agreed-to items shall become effective at the date of ratification by the parties unless otherwise stated.
5. The parties herein agree that the term of the Collective Agreement shall be from March 1, 2020 to February 29, 2024.
6. Mediator Dave Schaub will remain seized to address any issues that arise between the parties regarding the implementation of the Memorandum of Agreement.

Dated at Kimberley this 26 day of February, 2021

For the Union:


Doug Singer

For the City:


Scott Sommerville



General Housekeeping

Ensure position/department title consistency throughout Agreement.

Correct page number, spelling, grammar, and punctuation errors.

Definitions

❖ Amend clause 0.2 c) ii. as follows:

Laid off regular employees, who had completed probation at the time of their layoff and who accept seasonal employment under this Article are deemed to be recalled to regular employment during the period of such employment. These employees will be paid at the rate applicable to the work they are performing. They will be given two (2) weeks layoff notice when such employment comes to an end, at which time their period of recall under marginal paragraph 6.8 will be fully reinstated.

The last sentence notwithstanding, regular employees, who have been notified that they will be laid off and who accept seasonal employment under Article 0.2 c) ii. during their layoff notice period (i.e. before the effective date of their layoff), will not suffer a lapse in their benefit coverage under Article XIV when they are laid off pursuant to that notice and they immediately commence such seasonal employment, provided there are seasonal employees employed at that time.

It is understood that the last sentence of the first paragraph of Article 0.2 c) ii. continues to apply when there are no seasonal employees employed at the time a laid off regular employee commences seasonal employment immediately after being laid off in accordance with the above paragraph, or when a regular employee is laid off, goes on the recall list and then subsequently commences seasonal employment.

❖ Amend clause 0.6 as follows:

Words imparting the masculine gender will include the feminine and Non-Binary.

❖ Amend clause 0.7 as follows:

Immediate family means: parents, step parents, spouse, including common-law spouse, children, stepchildren, foster children, brother, sister, father-in-law, mother-in-law, brother-in-law and sister-in-law (including common-law spouses), son-in-law, daughter-in-law, grandparents, grandparents-in-law and grandchildren. Common-law spouses are defined as two people living together in a spousal relationship for a period of not less than six (6) months.

Article 1 – Union Recognition

❖ Amend clause 1.4 as follows:

The City agrees to deduct once each month from the earnings of every employee covered by this Agreement, the sum of Five Dollars (\$5.00) or such sum by way of monthly dues as may be fixed constitutionally by the International Union, in accordance with the compulsory check-off authorization (Schedule A). The total amount so deducted, with an itemized statement of same, in duplicate, will be

forwarded to the Union, prior to the end of the month next following that to which said deductions apply, in the manner provided for in (c) hereof.

a) The City agrees to deduct an initiation fee upon receipt of an authorization, signed by the employee, and to forward the amount so deducted to the Union, as provided in (d) hereof.

b) The City agrees to deduct death benefit assessments and any other assessments from employees who are Union members and have tendered authorization forms to the City and forward the amount so deducted to the Local Union, and include with dues for T4 reporting.

c) Until further notice from the Union, all assessment cheques will be payable to the United Steelworkers Local 1-405. Union dues will be payable to the International Treasurer of the United Steelworkers.

d) The City agrees to have all present and future employees covered by this Agreement, as a condition of continued employment, sign and continue in effect the check-off form set forth herein authorizing the City to implement the provisions of Article 1.4, hereof, and the Union agrees to indemnify the City and hold it harmless against any claims which may arise in complying with the provisions of the Article. Such authorization will be substantially in the form set out below:

TO: CITY OF KIMBERLEY, BC

I, the undersigned:

First Name Last Name

Address

hereby authorize you to deduct from my earnings in each calendar month, the sum of five (\$5.00) or such amount equal to the monthly Union dues as may be fixed by the International Union and any Local Union Assessment and remit such deduction to the United Steelworkers.

Signed Witness

Dated at Kimberley, BC, on _____.

❖ Add clause 1.9 as follows:

Humanity Fund

The City agrees to deduct on a bi-weekly basis the amount of one cent (\$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked.

The City shall pay the amounts to the "Humanity Fund" and forward such payment to the United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7. The City will

advise in writing to both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all the employees in the bargaining unit on whose behalf such payment has been made.

Article IV – Grievance Procedure

❖ Amend clause 4.1 as follows:

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitral, during the term of this Agreement, such differences will be resolved in the following manner:

a) Step 1 - within twenty-one (21) calendar days after the alleged grievance has arisen or within twenty-one (21) calendar days from the time the employee(s) should reasonably have known of the occurrence giving rise to the grievance, the employee(s) concerned, with or without the shop steward in attendance, as desired, may present the grievance, and will be stated in writing, to the employee's immediate manager. Failing settlement to the employees' satisfaction within seven (7) calendar days **of the parties meeting to discuss the grievance**, the employee(s) may proceed to Step 2.

b) Step 2 - within seven (7) calendar days from the time the decision was made or should have been made under Step 1, the employee(s) concerned, with a shop steward in attendance, **will verbally** present the written grievance to the Manager of Human Resources and the department **manager, face to face**. Failing settlement to the employees' satisfaction within seven (7) calendar days **of the parties meeting to discuss the grievance**, the grievance may proceed to Step 3.

c) Step 3 - within seven (7) calendar days from the time the decision was made or should have been made under Step 2, the Union's Grievance Committee, which may be accompanied by the Grievor(s), will **verbally** present the written grievance to the City's Grievance Committee, **face to face**. Failing settlement of the grievance within fourteen (14) calendar days **of the parties meeting to discuss the grievance**, the Union may refer the matter to arbitration in accordance with Article V of this Agreement.

d) When the City has a grievance, it will forward it to the Union, in writing, within twenty-one (21) calendar days following the incident giving rise to the grievance, or within twenty-one (21) calendar days after the City should reasonably have known of the occurrence giving rise to the grievance. The Union and the City will meet to discuss City grievances within seven (7) calendar days, after the grievance has been received by the Union. If a City grievance is not settled within fourteen (14) calendar days after the first meeting referred to above, the City may submit the grievance to arbitration in accordance with Article V of this Agreement.

e) The time limits set out above are mandatory in all respects and may only be extended by mutual agreement of the parties, which agreement will not be unreasonably withheld.

Upon presentation, a meeting shall be arranged to discuss the grievance that is mutually acceptable to both parties.



❖ Amend clause 4.3 as follows:

Review of Employee Personnel File

An employee, or the Union with the written authority of the employee, will be entitled to review the employee's personnel file(s) in order to facilitate the investigation of a formal Step 1 - 3 disciplinary grievance. The employee or the Union, as the case may be, will give the City **three (3) days'** notice prior to having access to such file(s). **Employees will have access to review their personnel file at any time with three (3) days' notice. All requests to access an employee file will go through the Manager of Human Resources.**

Article V – Arbitration

❖ Amend clause 5.1 b) as follows:

The parties will select a single arbitrator in rotational order from the list below within ten (10) calendar days of the receipt by either party of notice referring a grievance to arbitration:

- i. Chris Sullivan
- ii. **Amanda Rogers**
- iii. Mark Atkinson
- iv. **Gabriel Somjen**

Article VI – Seniority

❖ Amend clause 6.4 as follows:

To determine seniority, the City will keep a record of the hiring date and length of service of all employees and upon the request of the employee or the Union, the City will make this information available. **All requests for seniority information will go through the Manager of Human Resources.**

Article VII – Hours of Work

❖ Amend clause 7.5 as follows:

Shift Premiums

Work performed on afternoon shifts will be paid a **sixty cents (\$0.60)** per hour premium differential, and for night shift, a differential of **seventy-one cents (\$0.71)** per hour will be paid. In the cases where overtime is worked on afternoon shift or night shift, the premium differential will be calculated as follows:

Example: 1.5 (or 2 as may be applicable) X base + shift differential applicable.

❖ Amend clause 7.6 as follows:

A premium of one dollar and **fifty-three cents (\$1.53)** per hour will be paid for all work performed by employees on their regularly assigned shifts between the commencement of the first shift on Saturday and

the termination of the last shift commencing on Sunday. The premium will not be paid for hours worked at overtime, paid holidays or standby rates.

❖ **Amend clause 7.8 a) as follows:**

a) When time and one-half (1.5X) overtime is worked, it will be offered to employees who have indicated their interest by the departmental sign-up sheet, as follows:

A **weekly** sign-up sheet will be made available for employees willing to be called in on their regularly scheduled days off to perform overtime.

The City will use this sign-up sheet when it is necessary to call in employees on their scheduled days off. In order to be first considered for call-in overtime, employees must put their names on the sheet and they must have the ability to immediately perform the work involved. Employees who put their names on a sign-up sheet will be treated equitably in the assignment of call-in overtime. If there are an insufficient number of employees with required ability on the sheet, the City may fill its overtime requirement at its discretion.

Aquatic Centre sign-up sheets will cover a three (3) week period, City Hall, Parks & Facilities, and the Operations Department's sign-up sheets will cover a one (1) week period. The week runs from Monday - Sunday.

In the case of double time (2X) overtime that is an extension of time and one-half (1.5X) overtime, the employees already performing the work will normally continue to do so. When double-time (2x) that is not an extension of time and one-half (1.5x) overtime cannot be avoided, the procedure set out above will also be followed.

A request by an employee not to work overtime will not be unreasonably denied by the City. The City's Operations **managers** and the Manager of Parks & Facilities will maintain an overtime record for the employee various crews, on a crew by crew basis, including overtime worked, overtime offered but refused, and overtime offers not made because an employee could not be contacted. These records will be made available to the Union on its request, provided reasonable notice is provided. Subsection (a) is not intended to take precedence over the provisions of Articles 0.2 d) x. or 7.8.

With the exception of subsection (c) below, when time and one-half (1.5X) overtime is worked, it will be offered to members of the particular crew on the following basis:

- i. **Following that, to the regular employee on that crew with the required ability wishing to work such overtime, then**
- ii. **To seasonal employees on that crew with the required ability wishing to work such overtime, then**
- iii. **To casual employees on that crew with the required ability wishing to work such overtime.**

❖ **Add clause 7.9 c) as follows:**

The above call-out commences immediately upon contact with the employee and the employee agrees to perform the work available.

Two handwritten signatures are present at the bottom right of the page. The first is a large, stylized signature, and the second is a smaller, more cursive signature.

- ❖ Add clause 7.13 (formerly LOU #1) as follows:

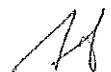
Agreement to Mutually Exchange Shifts

A shift exchange will be initiated by an employee. There will be a written agreement between two employees, one requiring time off and the other employee to cover the vacant shift. The written agreement shall contain the names, dates, times and signatures of the affected employees, and will be submitted to their supervisor for approval. It is to be solely the responsibility of the employees to initiate, achieve and fulfil this agreement. The employee covering the vacant shift must hold all certificates and licenses required to complete the required duties of the absent employee. There is to be no additional cost to the Employer as a result of any shift exchange. Requests for this mutually agreed shift exchange by employees will not be unreasonably denied.

- ❖ Add clause 7.14 (formerly LOU #10) as follows:

Operator 1, 2, 3

- a) There will be a limited number of Employees in each category as decided by the City. The City will notify the Union of any changes.
 - b) The City will offer training to advance to the next level based on seniority and will be subject to subsection (c).**
 - c) Employees must provide written decline of training to advance to the next level. The Employee may rescind their written decline at any time.
 - d) Advancement will only come through a Job Posting.
 - e) Employees must have training hours and education hours to be paid the applicable rate of the job to which they've been transferred **as per Schedule C**.
 - f) Updated Driver's Abstract, proof of training hours, and education completed must be provided to the Manager of Human Resources before advancement.
 - g) The City will determine who the trainer will be. The Trainer will be paid \$1 per hour more than their existing job group.
 - h) **All Operators** in Training will receive a log book and be responsible for tracking their training and education hours. The **manager** will be responsible for signing off in the log book **weekly**.
 - i) Employees will receive credit for training hours only when in training for a higher operator level or when needed in relief. All training hours will be considered cumulative, i.e. credit will be received for training hours in a previous level. Employees will receive credit for all hours already accumulated regardless of posting, for specific pieces of equipment as per Schedule C (**below**).
- Operator 1 who is in training for Operator 2, will receive credit for **one hundred and sixty-eight (168)** hours of Operator 1 training hours. **The Operator will require completion of two thousand and thirty-two (2032) hours of Operator 2 training for a total of two thousand two hundred (2200) hours (168 +**



2032 = 2200) to be eligible for an Operator 2 position. Required education hours are included in this total and must also be met.

- Operator 2 who is in training for Operator 3 will receive credit for two thousand two hundred (2200) hours of Operator 1 and Operator 2 training hours. The Operator will require completion of one thousand six hundred and eighty (1680) hours of Operator 3 training for a total of three thousand eight hundred and eighty (3880) hours ($168 + 2032 + 1680 = 3880$) to be eligible for an Operator 3 position. Required education hours are included in this total and must also be met.

j) Employees will be paid for a higher Operator level only when they are the successful candidate for a job posting at that level or when replacing, relieving or filling an additional position required by the City, provided they have completed all required training and education hours for the position as per Schedule C (below).

Operators without complete training and education hours for higher level Operator assignments will be paid one dollar (\$1.00) per hour above their regular rate when replacing, relieving or filling an additional position required by the City.

k) In the event of a reduction, Article 6.6 will apply.

SCHEDULE C

OPERATOR 1, 2, 3 TRAINING HOURS

Operator 1, 2, 3	Equipment	Training Hours	Education Hours	Training and Education Hours
Operator-1	Hand tools & small equipment	40		
	Pick-up Truck (Class 5)	40		
	2, 5 & 10 Ton Trucks (Class 3)	80		
		Total 160	8	Total combined = 168
Operator-2	Front End Loader	350		
	Trail Maintenance Machine	300		
	Street Sweeper (Class 3)	350		
	Sanitation Truck (Class 3)	300		
	Plow Truck (Class 3)	175		
	Sand Truck (Class 3)	175		
	Water Tender (Class 3)	50		
	Vactor Truck (Class 3)	200		
	Truck & Trailer (Class 1)	100		
	Total 2000	32	Total comb. hrs. (Op 1 & Op 2) = 2200	
Operator-3	Tracked Excavator	600		
	Motor Grader (earth works)	350		
	Motor Grader (snow & ice works)	350		
	Rubber Tire Backhoe	300		
	Total 1600	80	Total comb. Hrs. (Op 1, Op 2 & Op 3) = 3880	

Article VIII – Wages

❖ Amend article 8 to include SES language as follows:

GENERAL

8.1 The S.E.S (“Simple Effective Solution”) Job Evaluation Manual is incorporated into this Agreement and its provisions will apply as set forth in full herein.

8.2 Each employee's job will be described and classified and a rate of pay applied to each employee in accordance with the provisions in this Agreement. **Job Groups and Job Titles** are set forth in table below.

8.3 The Standard Hourly Wage Schedule set forth below and any increases thereto will become effective on the dates specified therein.

The rates for each **Job Group** set forth in the Wage Schedule below will be the standard hourly rate for all jobs classified within such **Job Group** and will be applied to any employee in accordance with the provisions of this Agreement.

		2019	March 1, 2020	March 1, 2021	March 1, 2022	March 1, 2023
Outside	Base Wage Rate	\$23.40	\$23.74	\$24.08	\$24.56	\$25.05
	Increment	\$0.488	\$0.495	\$0.502	\$0.512	\$0.522
Inside	Base Wage Rate	\$22.31	\$22.95	\$23.61	\$24.56	\$25.05
	Increment	\$0.488	\$0.495	\$0.502	\$0.512	\$0.522
Aquatic	Base Wage Rate	\$22.31	\$22.63	\$22.95	\$23.41	\$23.88
	Increment	\$0.488	\$0.495	\$0.502	\$0.512	\$0.522

OUTSIDE Job Class Title	Job Group	2020	2021	2022	2023
Chief Operator - Utilities	25	35.62	36.13	36.85	37.58
Chief Electrician	24	35.13	35.63	36.34	37.06
Chief Shop	24	35.13	35.63	36.34	37.06
Chief Operator - Facilities	23	34.63	35.12	35.82	36.53
Chief Operator - WWTP	23	34.63	35.12	35.82	36.53
Utility Operator III	22	34.14	34.62	35.31	36.01
Heavy Duty Mechanic	21	33.64	34.12	34.80	35.49
Electrician	21	33.64	34.12	34.80	35.49
Millwright	21	33.64	34.12	34.80	35.49
Carpenter	21	33.64	34.12	34.80	35.49
Welder/Fitter	21	33.64	34.12	34.80	35.49
Building Inspector	20	33.15	33.62	34.29	34.97

Chief Operator - Engineer/EAll	20	33.15	33.62	34.29	34.97
Facilities Maintenance	20	33.15	33.62	34.29	34.97
Purchasing & Inventory Control Clerk	20	33.15	33.62	34.29	34.97
WWTP Operator III	20	33.15	33.62	34.29	34.97
Chief Operator - Roads	20	33.15	33.62	34.29	34.97
Planner	20	33.15	33.62	34.29	34.97
Engineering Assistant I	19	32.65	33.12	33.78	34.45
Parks & Arena Caretaker II	18	32.16	32.61	33.26	33.92
Utility Operator II	18	32.16	32.61	33.26	33.92
WWTP Operator II	18	32.16	32.61	33.26	33.92
Roads Operator 3	17	31.66	32.11	32.75	33.40
Parks & Arena Caretaker I	17	31.66	32.11	32.75	33.40
Utility Operator I	17	31.66	32.11	32.75	33.40
WWTP Operator I	17	31.66	32.11	32.75	33.40
Bylaw Enforcement/Animal Control Officer	17	31.66	32.11	32.75	33.40
Aquatic Coordinator	16	31.17	31.61	32.24	32.88
Roads Operator 2	13	29.68	30.10	30.70	31.31
Parks & Facilities Operator	11	28.69	29.10	29.68	30.27
Purchasing & Inventory Assistant	11	28.69	29.10	29.68	30.27
Utility Operator in Training	11	28.69	29.10	29.68	30.27
WWTP Operator in Training	11	28.69	29.10	29.68	30.27
Electrician Assistant	9	27.70	28.10	28.66	29.23
Roads Operator 1	8	27.21	27.59	28.14	28.70
Labourer	5	25.72	26.09	26.61	27.14

AQUATIC Job Class Title	Job Group	2020	2021	2022	2023
Acting Aquatic Coordinator	15	29.56	29.98	30.58	31.19
Lifeguard/Instructor II	12	28.08	28.47	29.04	29.62
Lifeguard/Instructor I	9	26.59	26.97	27.51	28.06
Aquatic Head Cashier	8	26.10	26.46	26.99	27.53
Aquatic Cashier	4	24.12	24.46	24.95	25.45

INSIDE Job Class Title	Job Group	2020	2021	2022	2023
Receivables Clerk	19	31.86	32.65	33.78	34.45
Payroll Benefits Administrator	19	31.86	32.65	33.78	34.45
Police Services Assistant II	18	31.37	32.14	33.26	33.92
Accounts Payable Clerk	18	31.37	32.14	33.26	33.92
Police Services Assistant I	17	30.87	31.64	32.75	33.40

Senior Cashier Clerk	16	30.38	31.14	32.24	32.88
Payroll Clerk	14	29.39	30.14	31.22	31.84
Operations Clerk II	14	29.39	30.14	31.22	31.84
Operations Clerk I	13	28.89	29.63	30.70	31.31
Reception/Cashier	11	27.90	28.63	29.68	30.27
Reception Clerk	9	26.91	27.63	28.66	29.23

8.4 Effective on the dates specified in the Wage Schedule, all employees will have their rates of pay adjusted as follows:

- a) If an employee's rate of pay on the dates specified in the Wage Schedule is below the standard hourly rate for the employee's Job Group, the employee's rate will be adjusted to conform to the applicable wage rate for that employee's Job Group.
- b) If an employee's rate of pay on the dates specified in the Wage Schedule is above the standard hourly rate for that employee's Job Group, the employee will be paid an out-of-line differential equal to the amount of such difference. This out-of-line differential will be "red circled" as follows:

- i. If the rate of pay for the Job Group 1 in the applicable wage schedule increases, the rate of pay for such employee will be increased by the amount by which the Job Group 1 has been increased. If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job the amount by which such employee's new rate is greater than the rate provided for above will become the employee's out-of-line differential that will replace the employee's former out-of-line differential which will apply in accordance with the provisions of this Agreement.
- ii. If the employee's new rate resulting from such increase is equal to or less than the standard hourly rate for the job, the rate of pay of such employment will be adjusted to conform to the standard hourly rate for the job and the employee's out-of-line differential will be terminated.

8.5 As of the date the Wage Schedule becomes effective, the standard hourly wage rate for each Job Group will apply for all jobs classified within such a Job Group and will so continue for the duration of the applicable Wage Schedule and will be applied to any employee in accordance with the provisions of this Agreement.

8.6 Each Standard Wage Schedule rate established in Article 8.3 will be:

- a) The established rate of pay for all hours paid for a non-incentive job; and
- b) The established base rate and minimum guaranteed rate of pay under any incentive applied to the job in accordance with the provisions of this Article VIII.

8.7 Except as otherwise provided by this Agreement, the established rate of pay for each job will apply to any employee during such time as the employee is required to perform such job.

8.8 Except as otherwise provided, no basis will exist for an employee covered by this Agreement to allege that a wage inequity exists.

OUT-OF-LINE DIFFERENTIALS

8.9 The City will furnish to the Union a list, agreed to by the City and the Union, of employees who are to be paid out-of-line differentials. Such a list will contain the following information:

- a) Names of incumbents who will receive out-of-line differentials.
- b) Job title of job on which such out-of-line differential is being paid
- c) Job classifications of the incumbents.
- d) Standard rate of such job.
- e) The amount of such out-of-line differentials.
- f) The effective date of such out-of-line differentials.

8.10 Except as such out-of-line differentials may be changed by the means hereinafter provided, any employee included in the list referred to in Article 8.9 will continue to be paid such out-of-line differential during such time as the employee continues to occupy the job for which the out-of-line differential was established.

8.11 If an employee with an out-of-line differential is transferred or assigned to a job having a higher Standard Wage Schedule rate, then the differential will be reduced by the amount of the increase in the Standard Wage Schedule rate.

8.12 If, as a result of a layoff and the exercise of seniority rights, an employee with an out-of-line differential is moved to a job having a lower Standard Wage Schedule rate, then the out-of-line differential will be cancelled.

8.13 If such employee, referred to above, returns to the job for which the out-of-line differential was established, the out-of-line differential will be reinstated except as it may have been reduced or eliminated by other means.

8.14 When an employee, in accordance with the terms of this Agreement, is entitled to receive their regular rate, they will also receive any out-of-line differentials to which they are entitled.

8.15 In addition to the means herein provided, increases in the increment between Job Groups will be used to reduce or eliminate out-of-line differentials.

8.16 Except for the application of the out-of-line differentials as called for herein, the terms of this Agreement governing transfers will apply.

LEAD HAND

8.17 The Lead Hand is the employee that has the combined responsibility of directing a group of three (3) or more employees (including the Lead Hand) as well as performing some of the same work as the group, and:

- a) The Employer has the right to appoint the Lead Hand, seniority considered, and;

b) The Lead Hand will be paid one dollar (\$1.00) per hour above their applicable hourly rate.

The Lead Hand provision does not apply to Aquatic Centre or Inside Workers.

LEARNER PERIODS - OUTSIDE WORKERS

8.18 Learner periods and positions will be in accordance with Schedule C (Article 7.14).

8.19 When an employee is learning a new job, the rate of pay of the job the employee is learning is less than the employee's current rate of pay, the employee will maintain the higher rate.

PROGRESSIONAL RATES - INSIDE WORKERS

All existing employees, at the date of ratification will not be negatively affected by the re-introduction of progressional rates.

8.20 An employee who is learning will maintain their current rate until such time as the rate in the applicable learning period is equal to or exceeds their present rate.

8.21 An employee posted from one job to another job in a higher job class will be assigned to that training level of the job to which posted which is next higher than the rate from which they came.

8.22 Upon achieving completion of a Progressional period the City will pay the employee the rate of the next progression on the eligible date.



Inside Workers Progressional Rates	Training Level 1	Training Level 2	Training Level 3	Training Level 4	Standard	
Job Classifications	1-3 months	4-6 months	7-9 months	10-12 months	Rate	# of Training Periods
	Job Group	Job Group	Job Group	Job Group	Job Group	
		*	*	*	8	1 three month
Reception Clerk	6	*	*	*	9	1 three month
		*	*	*	10	1 three month
Reception/Cashier	8	10	*	*	11	1 six month
Operations Clerk I	9	11	*	*	12	1 six month
			*	*	13	1 six month
Operations Clerk II	9	11	12	*	14	1 nine month
Payroll Clerk	9	11	12	*	14	1 nine month
				*	15	1 nine month
Senior Cashier Clerk	10	12	14	*	16	1 nine month
Police Services Assistant I	10	13	15	*	17	1 nine month
Police Services Assistant II	10	12	15	17	18	1 twelve month
Accounts Payable Clerk	10	12	15	17	18	1 twelve month
Receivables Clerk	11	13	15	17	19	1 twelve month
Payroll Benefits Admin.	11	13	15	17	19	1 twelve month

TEMPORARY TRANSFERS

8.23 An Outside worker temporarily transferred from their regular job will be paid the rate of the job to which they have been transferred, provided such rate is not less than that of their regular job. If the rate of the job to which they have been temporarily transferred, but not a result of a layoff, is less than the rate of their regular job, they will be paid the rate of their regular job during the period of such temporary transfer, except as provided in 6.5 e).

An Inside worker temporarily transferred to a higher job group, will be paid at the rate of the employee they are replacing. At the end of the temporary assignment the employee will revert to the applicable rate on their regular job.

8.24 When an employee is required to work on jobs of different classifications during the course of the day, the employee will be paid at the higher rate job group for a minimum of four (4) hours of work performed in that day. This Article VIII is of no effect unless the employee works a minimum of one (1) hour at the higher rated classification during that day.

ERRORS AND OMISSIONS

8.25 Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, job groups, or Standard Wage Schedule rates will be corrected to conform to the provisions of this Agreement.

8.26 There will be a committee known as the SES Committee, consisting of two (2) persons appointed by the Union, and two (2) persons appointed by the City to represent the City.

Either party may change its representatives from time to time. The City and Union will designate in writing to each other their committee members and alternates.

Additionally, and included in the committee, if and when required, there will be a referee appointed by the City and a referee appointed by the Union.

SES Committee meetings will be held as frequently as required, at mutually agreeable times.

The City agrees to grant time off from their regular work to the Union appointees on the SES Committees to perform their SES Committee responsibilities. This time off will be considered as time worked and the Union Committee members will:

- a) Accumulate any seniority to which they normally would be entitled;
- b) Receive their regular rate of pay from the City as based upon a normal work week; and;
- c) Return to their regular employment when their SES work is completed.

Third Party - If the referees are unable to resolve any Job Evaluation issues, Amanda Rogers will be the umpire to deal with unresolved Job Evaluation matters. If Amanda Rogers is not available then the parties will refer to Article 5.1 b) list of Arbitrators.

Article XI – Sick Leave

❖ Amend clause 11.1 as follows:

Regular employees will be entitled to sick leave, without loss of pay, amounting to one (1) day per month and accumulative to not more than one hundred and forty (140) working days. Benefit will be payable to employees for disability due to sickness or injury.

- A medical certificate from a qualified medical practitioner must be delivered to Human Resources for employees who are absent more than five (5) consecutive days. **The City of Kimberley will pay for all medical notes requested;**
- Article 10.8 applies.
- Absence in excess of 1 year, the employee is not eligible for further sick leave.
- All accrued Sick Leave must be used for absence due to sickness or injury, before unpaid sick leave is awarded.
- **A minimum of one (1) hours' notice prior to start of shift, if reasonably possible, for calling in absent.**

Article XII – Leave of Absence

❖ Amend clause 12.1 as follows:

Employees may request a personal Leave of Absence, Without Pay (LOAWP), in writing, through Human Resources. The LOAWP will be reviewed, and approved, by the department **manager** and the **Manager of Human Resources**. Regular employees must give **three (3) weeks'** notice. No request will be unreasonably denied.

Seasonal employees will arrange time off with their department manager prior to commencing employment or restart of seasonal employment. No request will be unreasonably denied. LOAWP for a seasonal with an emergency situation will not be unreasonably denied.

❖ Amend clause 12.3 as follows:

a) Time spent by employees delegated by the Union for the purpose of investigating and settling disputes and in attending Joint Consultation Committee meetings or in performing other Union business related to the administration of this Agreement will be considered as time worked.

Payment will be on the basis of straight time and under no condition will punitive rates be paid. The time to be paid under this Article 12.3 a) will be limited to a total of thirty-two (32) hours per month. Time spent under this Article 12.3 a) will be limited to a grand total of ninety-six (96) hours per quarter (i.e. every three months).

b) Time spent as a member of the Bargaining Committee will be paid for by the City at straight time rates. The Union agrees that the Bargaining Committee will consist of no more than four (4) members.

The City and the Union agree that the intent of this Article 12.3 is that no member will lose any part of the employee regular pay by reason of that employee being a member of the Bargaining Committee.

It is further understood that this Article 12.3 b) refers to lost time only (see LOU 7).

c) The City will grant leave of absence to employees who are appointed or elected to Union Office. The employee who obtains this leave of absence shall return to the City within thirty (30) calendar days after completion of his/her term of employment with the Union.

d) The City will grant leave of absence to **any employee for any Union business applied for by the Union in order that they may carry out their duties on behalf of the Union. The employee does not need to be on any Union committee in order to carry out duties on behalf of the Union.** The City shall not be required to grant such leave when the number of employees on leave, or to be on leave, at any one time under this Section, exceeds five (5) in number; provided that the Employer will grant leave to more than five (5) employees where, in its opinion, it will not have the effect of interfering with the City's ability to operate.

e) In order for the Employer to replace the employee with a competent substitute, it is agreed that before the employee receives the leave of absence set forth in clauses (c) or (d) above, the Employer shall be given notice in writing; in the case of (c) twenty (20) calendar days and in the case of (d) five (5) calendar days.



Article XIII – Maternity, Parental and Adoption Leave

❖ Amend clause 13.2 as follows:

Parental Leave

- a) An employee who requests leave under paragraph (i), (ii) or (iii) of this subsection is entitled to,
 - i. for a parent who takes leave under Article 13.1 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave, which must begin, unless the Employer and employee agree otherwise, immediately after the end of the leave taken under Article 13.1,
 - ii. for a parent, other than an adopting parent, who does not take leave under Article 13.1 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child or children, and
 - iii. for an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.

- b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).

- c) A request for leave must
 - i. be given in writing to the Employer,
 - ii. if the request is for leave under subsection (a) i. or ii., be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
 - iii. if required by the Employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.

- d) An employee's combined entitlement to leave under Article 13.1 and this section is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under Article 13.1 c) or subsection (b) of this section.

Article 13.1 and 13.2 will apply unless coverage under the Employment Standards Act is greater, which would then apply.

❖ Amend clause 13.4 a) as follows:

Notwithstanding Articles 13.1 and 13.2, an employee's combined entitlement to a leave of absence from work for pregnancy and parental leave will not exceed a total of seventy-eight (78) weeks.

XIV – Benefit and Health Care Plans

❖ Amend clause 14.1 b) as follows:

Extended Health Benefits (EHB)

i. Regular full-time employees and regular part-time employees who are regularly scheduled to work half (0.5) time or greater, will be entitled to Extended Health Benefits coverage, as a condition of employment, on the first (1st) day of the month following their date of employment.

- Acupuncturist - \$500 per person per calendar year.
- Chiropractor/Naturopath - \$500 per person per calendar year.
- Massage practitioner - \$500 per person per calendar year.
- Physiotherapist - \$500 per person per calendar year.
- Podiatrist - \$200 per person per calendar year.
- Psychologist - \$200 per person per calendar year.
- Speech language pathologist - \$200 per person per calendar year.

ii. The Extended Health Benefits Plan will include a Vision Care plan with a benefit level of up to five hundred dollars (\$500.00) every two (2) years for each eligible employee and dependents, plus eye examinations to a maximum cost of ninety dollars (\$90.00) every two (2) years.

iii. The yearly deductible amount for Extended Health Benefits is fifty dollars (\$50.00) per family per year.

a) The City will pay one hundred percent (100%) of the premium costs for MSP and EHB coverage under this Article.

b) All other aspects of MSP and EHB coverage under this Article XIV are subject to the plan provisions in effect with the applicable insurance carriers.

c) The Employer will establish and fund a Health Spending Account (HSA) for each employee who is eligible to receive Dental Plan and Extended Health Benefits Plan under this Article XIV. The amount of each employee's yearly HSA will be as follows:

Regular full-time employees:	\$350.00 per calendar year (January - December). Benefit is cumulative.
Regular part-time employees:	Based on the above full-time amount prorated in accordance with the employee's established full-time equivalency as recorded in the employee's personnel file.
Seasonal employees:	One half (1/2) of the above full-time amount.

Employees may use the money in their personal HSA for any medical related expense not covered by the current benefits carriers under Article XIV, in accordance with Canada Revenue Agency rules.

Article XV – Apprentices

❖ Amend Schedule of Apprenticeship Training Rates as follows:

	Trades Year I Job Group	Trades Year II Job Group	Trades Year III Job Group	Trades Year IV Job Group	Trade Job Group
APPRENTICESHIP TRAINING PERIODS					
Parts & Warehouse Clerk	11	13	16	-	20
Electrician	11	13	15	17	21
Mechanic	11	13	15	17	21
Welder B	11	13	15	17	21
	Level C	Level C	Level B	Level B	

Article XVII – General Provisions

❖ Amend clause 17.5 as follows:

Overtime meals: It is the intent that the employees will be provided with a meal by the City during overtime work at intervals of four (4) hours; that is four (4) hours elapsed time from the end of the prior meal period. A meal break that occurs during any overtime period will be paid for at the prevailing rate, provided such break is not more than thirty (30) minutes duration. However, no meal will be provided to an employee in instances where the employee works only two (2) hours or less beyond their normal day or shift. When it is impractical to have meals supplied, the employees will be paid a **seventeen** dollar (\$17.00) meal ticket for each meal to which they otherwise would have been entitled. The ticket redeemable at Kimberley restaurants only and no cash in lieu of meal ticket will be available.

❖ Amend clause 17.9 as follows:

Protective clothing will be defined as follows: slicker coats and pants, hard hats and liners, safety straps and climbers, waders or rubber boots, rubber gloves, coveralls, smocks, **eye protection, respiratory protection**, hearing protection, and covers approved by the department manager.

❖ Amend clause 17.14 as follows:

The City will pay fifty percent (50%) of the cost of a maximum of three (3) pairs of coveralls, per year for mechanics, equipment operators, water and sewer operators, and maintenance employees working in parks and on garbage trucks. **Welders, four (4) pairs.** All other outside employees will be entitled to a maximum of one (1) pair of coveralls, as above. In order for an employee to receive reimbursement under this section, the coveralls in question must be of a quality acceptable to the Employer.

❖ Add clause 17.20 (formerly LOU #6) as follows:

The Employer will pay the registration/certification fees assessed to regular employees by an applicable authority required for re-certification of qualifications that are required by the Employer in an employee's

job description including Driver's licenses Class 1 and 3, including providing the truck, licensed driver and time to travel to Cranbrook to take drivers exam. Should the employee fail the exam, the City will be reimbursed for the truck, licensed driver, and time to travel for the exam, based on the A/R Labour and Equipment Calculator.

Article XIX – Joint Consultation and Adjustment Plans

❖ Amend clause 19.2 as follows:

The Committee is established for the purpose of enabling the parties to discuss any matter of interest during the term of this Agreement. The Committee will meet four (4) times per year, approximately once in each business quarter, provided there are matters to be discussed. The times for these quarterly meetings will be established by the parties in advance, at the start of each year or at the earliest opportunity. Cancelled meetings will be rescheduled at the earliest opportunity regardless of why they were cancelled. Both parties must agree that a meeting that is held constitutes a Joint Consultation meeting. The Committee may meet more often, at mutually agreeable times, should the need arise.

❖ Amend clause 19.3 as follows:

The Committee will not deal with grievances or collective bargaining for the renewal, extension or modification of this Collective Agreement. However, the parties may discuss issues that flow from resolved grievances in order to address ongoing issues and clarify or correct any inherent problems.

❖ Amend clause 19.6 as follows:

Adjustment Plan

In the event the City introduces a measure, policy, practice or change (i.e. a change in equipment or a change in technology) that:

- a) Affects the terms, conditions or security of employment of a significant number or employees to whom this Collective Agreement applies; AND
- b) Alters significantly the basis on which this Collective Agreement was negotiated; The City will ensure that the Union is notified of the measure, policy, practice or change as discussed herein sixty (60) days in advance of the change, where practical, and any such implementation will adhere fully with these provisions.

❖ Amend clause 19.8 as follows:

Severance

An employee being permanently laid off as a result of the introduction of a measure, policy, practice or permanent facility closure will receive the following severance pay in lieu of notice:

- a) An employee who has completed one or more years of continuous service with the City will receive two (2) weeks' pay in lieu of notice;

b) Employees with three (3) or more years of continuous service with the City will receive one (1) additional week of pay in lieu thereof for each year of continuous service thereafter, to a maximum of eight (8) weeks.

Article XXIII – Aquatic Centre Employees

❖ Add clause 23.1 d) as follows:

Prior to the Employer making any change in public hours of operation they must notify the Union fourteen (14) days in advance in writing. During that time, they must meet with the Union to discuss options prior to implementing any changes.

Article XXIV – Effective and Terminating Dates

❖ Amend clause 24.1 as follows:

This Agreement will remain in force and effect for a period, commencing March 1, 2020, and expiring on February 29, 2024. This Agreement will not terminate at the expiration of its term unless two (2) months' notice, in writing, has been given by one party to the other. Either party may, within the period of three (3) months and not less than two (2) months immediately preceding the date of expiry of this Agreement, by notice require the other party to the Agreement to commence Collective Bargaining.

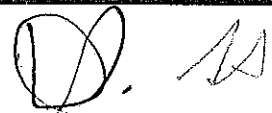
Article XXV – Letters of Understanding

Agreed to move LOU #1, #4, #6, and #10 into the Collective Agreement.

Agreed to renew LOU #2, #3, #5, #7, and #9.

Agreed to remove LOU #8 and #11 from the Collective Agreement.

❖ Add the following LOU's:



LETTER OF UNDERSTANDING

BETWEEN: CITY OF KIMBERLEY

OF THE FIRST PART

AND: UNITED STEELWORKERS LOCAL 1-405

OF THE SECOND PART

SUBJECT: WINTER OPERATIONS SCHEDULE

APPLICABLE TO: OPERATIONS EMPLOYEES

The City of Kimberley and the United Steelworkers, Local 1-405 hereby mutually agree as follows:

This letter is appended to the March 1, 2020 to February 29, 2024 Collective Agreement and will expire automatically with the expiration of that agreement unless it is renewed by the parties.

The City and the Union recognize the importance of snow removal to the community.

1. The City will have the option to implement an additional schedule for up to three (3) employees for the purposes of winter snow and road maintenance as early as November 15th to as late as March 31st, weather dependent.
2. This schedule is 5:00 AM to 1:00 PM (Saturday thru to Wednesday) and will be offered to all Operator 1's, 2's, and 3's; the most senior operators will have preference. If no operators accept the work, the three (3) most junior operators will be assigned the work.
3. Notice of work schedule will be given two (2) weeks in advance for implementation.
4. April 1st all employees on this schedule will return to their regular schedule Monday to Friday 7:00 AM to 3:30 PM. Weekend premiums apply.

The parties will meet to address any ongoing concerns regarding this schedule.

It is the intent of the City and the Union that this Letter of Understanding will take effect the date signed.

Handwritten signatures of two individuals, likely representing the City and the Union, located at the bottom right of the page.

LETTER OF UNDERSTANDING

BETWEEN: CITY OF KIMBERLEY OF THE FIRST PART

AND: UNITED STEELWORKERS LOCAL 1-405 OF THE SECOND PART

SUBJECT: UNION LEAVE

APPLICABLE TO: ALL EMPLOYEES

The City of Kimberley and the United Steelworkers, Local 1-405 hereby mutually agree as follows:

This letter is appended to the March 1, 2020 to February 29, 2024 Collective Agreement and will expire automatically with the expiration of that agreement unless it is renewed by the parties.

1. The City is responsible to pay members of the Union's Bargaining Committee under Article 12.3 b) on the following basis for straight time hours lost as a result of their involvement on that committee:

- a) Time spent at the bargaining table.
- b) Caucus time spent at the bargaining table, after negotiations have commenced and bargaining proposals have been initially exchanged.
- c) Caucus time spent away from the bargaining table, after negotiations have commenced and bargaining proposals have been initially exchanged on the following basis:

i. Caucus time during any bargaining session (i.e. consecutive days when bargaining is schedule and takes place), provided the Union Bargaining Committee is reviewing a proposal made by the City, waiting for a proposal from the City when they have not been instructed to return to work, or formulating a proposal to be given to the City during that session.

ii. A reasonable amount of caucus time between bargaining sessions, provided the Union Bargaining Committee is reviewing a proposal previously made by the City or formulating a proposal to be given to the City at the next bargaining session.

iii. This letter is without prejudice to either party's rights under the Collective Agreement should this Letter of Understanding not be renewed at some future date.

It is the intent of the City and the Union that this Letter of Understanding will take effect the date signed.

For Memorandum of Agreement Only

Relationship Improvement

Due to the problems being encountered in the day to day relationship between the parties, it is agreed that the process as set out in Section 53 of the Labour Relations Code would be beneficial .

It is agreed that a Joint application will be filed within seven (7) days of the ratification of the renewed Collective Agreement, with every effort being made to start the process within sixty (60) days of the application being received by the Labour Board.

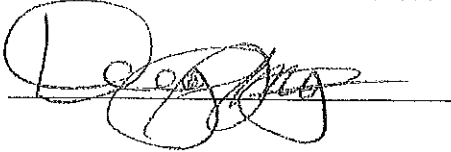
The Parties and facilitator(s) shall mutually agree to the meeting dates.

The Mediator will be available to assist the parties if requested.

Dated this 10 day of November, 2020

Signed on behalf of

United Steelworkers Local 1-405



Signed on behalf of

City of Kimberley





KIMBERLEY

BC • CANADA

February 23, 2021

VIA EMAIL
WITHOUT PREJUDICE

Doug Singer
Business Agent/President
United Steelworkers, Local 1-405
201-105 Ninth Avenue South
Cranbrook, BC V1C 2M1

Dear Mr. Singer:

Re: City Grievance #13-2020 – Violation of Article 12.3

The City withdraws this grievance without prejudice, reserving the right to grieve any future infractions.

Sincerely,

Lindsay Bolton
Manager of Human Resources

Cc Scott Sommerville
Ilo Van Gilder



City of Kimberley

Attention: Scott Sommerville

Dear Mr. Sommerville,

RE: Article 12.3 d)

- d) **The City will grant a leave of absence to any Employee for any Union business applied for by the Union in order that they may carry out their duties on behalf of the Union. The Employee does not need to be on any Union committee in order to carry out duties on behalf of the Union.** The City shall not be required to grant such leave when the number of Employees on leave, or to be on leave, at any one time under this Section, exceeds five (5) in number; provided that the Employer will grant leave to more than five (5) Employees where, in its opinion, it will not have the **effect** of interfering with the City's ability to operate.

In order to address the City's concern with having too many employees away from any one department that result in the Department not being able to function due to the above new language, the Union commits to work with the Employer when situations arise to find solutions.

Sincerely,

Douglas Singer
President

