

COLLECTIVE AGREEMENT

between

THE CITY OF CASTLEGAR



and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2262**

CUPE / *Canadian Union
of Public Employees*

MARCH 1, 2019 – AUGUST 31, 2023

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THIS AGREEMENT made and entered into this _____ day of _____, 2019 and effective on and from the 1st day of March 2019.

BETWEEN **THE CITY OF CASTLEGAR**
(hereinafter called "the Employer")

OF THE FIRST PART

AND **THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2262**
(hereinafter called "the Union")

OF THE SECOND PART

ARTICLE 1 – UNION RECOGNITION

1.1 Union Sole Bargaining Agency

The Employer recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent (hereinafter called "the employee") with respect to wages, hours of work, and terms and conditions of employment, during the life of this Agreement.

All employees who are presently members of the Union shall, as a condition of employment, remain members of the Union and all new employees covered by this agreement shall become members of the Union within thirty (30) days of commencing employment. The Union will hold the Employer blameless for any necessary action under this clause.

1.2 Exempt Employees

The following positions are excluded from the bargaining unit:

- Chief Administrative Officer/Deputy Clerk
- Director of Corporate Services/Personnel Officer
- Director of Financial Services
- Director of Development Services
- Director of Transportation and Civic Works
- Information Technology Manager
- Fire Chief
- Deputy Fire Chief
- Deputy Director of Corporate Services
- Executive Assistant
- Administrative Assistant/Civic Works
- Operations Manager
- Utilities Manager
- Deputy Director of Financial Services

1.3 No Discrimination

The parties agree that there shall be no discrimination, intimidation, coercion, or harassment exercised or practiced with respect to any employee for any reason.

1.4 No Strikes or Lockouts

During the term of this Agreement, and in accordance with the Labour Relations Code, there shall be no strikes, walkouts and work disruptions by the Union, and the Employer agrees that there shall be no lockout of members of the Union.

1.5 Union Bulletin Board

The Employer agrees that the Union shall have the right to maintain bulletin board and mailbox in a conspicuous and convenient place(s), provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and reports of the Union, and further provided that each such notice shall be signed and posted and/or removed by the Officer or member authorizing or posting the same. In the unlikely event that something is posted on the Union bulletin board that does not fall within the (above stated) purposes, the City may contact the Union to have such posting removed. If such request does not result in removal, the City reserves the right to then remove such posting.

1.6 Labour-Management Committee

- a) A Labour-Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer and may meet a minimum of four (4) times per year. Additional meetings may take place with mutual consent.
- b) The Committee shall enjoy the full support of both parties in the interests of improved services to the public and job security for the employees within the bargaining unit.
- c) Meetings of the Committee shall be held during working hours.
- d) Minutes of the meetings of the Committee shall be posted within seven (7) calendar days on bulletin boards throughout the workplace, after such minutes have been approved by the Committee.

- e) The Union shall be provided a copy of the proposed agenda one week in advance of scheduled Labour-Management Committee meetings. The Union will be provided an opportunity to add items to the agenda, no later than twenty-four (24) hours prior to the meeting date. Only items on the agenda will be discussed at the Committee meeting unless the parties agree otherwise.
- f) The representatives of the committee do not have the authority to negotiate or alter any terms of the Collective Agreement.

1.7 Refusal to Cross Picket Line

Employees will not be disciplined for refusing to cross a legal picket line. It is recognized however that should urgent work be required to be performed and such work is behind a picket line, an exempt employee may be assigned to perform the work.

1.8 Job Assignments

The Employer and the Union recognize that, particularly in a small municipality, employees must accept a variety of work assignments. The Employer will make reasonable efforts to assign employees to work within their job description.

1.9 Contracting Out

- a) Except as provided in (b) below, the parties agree that the routine work currently being done by the bargaining unit, including routine work which would result from the expansion of the City through restructuring, shall not be contracted out. Both parties recognize and agree that specialized maintenance work (that requires equipment or skills that the City does not possess or where the City workforce is not available to handle a time-sensitive situation) and capital works will be contracted out.
- b) Such routine work may only be contracted out after the consultation process below is completed.
 - i. One (1) Employer representative and one (1) Union representative will meet every January and June to discuss known routine work or services expected to be contracted out. The Employer will provide reasonable notice to the Union in advance of any contract which arises in between the above noted dates which is expected to cost in excess of five thousand dollars (\$5000.00).
 - ii. When requested by the Union, the Employer will provide relevant information to show that the contracting out is:

- 1) At a substantially lower cost; or
 - 2) Significantly more effective.
- iii. If within ten (10) working days, the Union disputes the conclusions in (ii), it will provide a reasonable analysis supported by sufficient data. Any meetings between the parties under this provision shall be subject to Article 5.2.
 - iv. All disputes arising out of the application of this Article will be resolved beginning at step 3 of the grievance procedure.
- c) In no case shall the contracting out result in the layoff or the failure to recall a regular employee who is on layoff.
 - d) Routine work shall be defined as that maintenance work currently being done by outside employees under Schedule "A" as well as work currently being done by inside staff under Schedule "B".
- 1.10** The Employer agrees that there will be no shutdowns during the term of this Agreement.

ARTICLE 2 – EMPLOYER RIGHTS

- 2.1** The Union recognizes the right of the Employer to operate and manage the business of the City in all respects, in accordance with its commitments and responsibilities, and to make and alter from time to time as the necessity arises, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules and regulations or amendments thereto shall be communicated to the Union in writing. All new or changed rules and regulations will be distributed to affected individual employees and posted for general information.
- 2.2** The Employer shall always have the right to hire, to discipline, demote and discharge employees for just cause, subject to the provisions of this Agreement and as per Articles 17 and 18. The selection of exempt staff shall be entirely a matter for the Employer's decision.

ARTICLE 3 – DEFINITIONS OF EMPLOYEES

In order to administer benefits, salaries, and allow for orderly scheduling, employees are classified as follows:

3.1 Regular Full-time Employees

A regular full-time employee is one who works regularly scheduled full-time shifts. These employees accumulate seniority and are entitled to all benefits outlined in this Agreement.

3.2 Regular Part-time Employees

A regular part-time employee is one who works regularly scheduled shifts but less hours than a regular full-time employee. A regular part-time employee shall accumulate seniority and be entitled to all benefits provided for in this Agreement, except as otherwise stated herein.

3.3 Casual Employees

Casual employees are employees who work on an intermittent basis, but who have not completed sixty (60) working days within a twenty-four (24) month period. Casual employees have no seniority, qualify for no benefits and receive ten percent (10%) payment of their gross pay in lieu of benefits, vacations and statutory holiday pay.

3.4 Temporary Employees

A temporary employee is one who has completed sixty (60) working days employment within a twenty-four (24) month period. Once an employee becomes temporary he shall be shown as such on the seniority list. A temporary employee shall receive a benefit allowance of 15% of gross pay in lieu of benefits, vacation and statutory holiday pay.

3.5 Summer Student

A person who is employed for a defined period of time and is attending school, college or university and intends to return to their studies in the subsequent academic year. Student employees shall receive ten (10) percent in lieu of vacation, statutory holidays, other paid leaves, benefits and premiums.

The City may hire up to four (4) summer students for a maximum of sixteen (16) week period unless the parties mutually agree to hire additional Summer Students.

Primary job responsibilities will be limited to:

- weeding,
- painting,
- hand mowing,
- litter pick-up,
- operate small hand equipment and pick-up,
- and other duties as assigned by the Roads and/or Parks Foreman and any other Working Foreman.

The students to work in parks, boulevards and other civic properties.

The rate of pay will be \$17.11 with no increase throughout this Collective Agreement.

3.6 Co-op and Career Path Students

A co-op student is registered in a recognized cooperative education program in a participating post-secondary institution. A career path student is a student pursuing a course of studies that aligns with the City's human resources needs.

Co-op and Career Path student employees shall receive ten (10%) percent in lieu of vacation, statutory holidays, other paid leaves, benefits and premiums.

Co-op and Career Path students do not require seniority.

The Union will be notified of all student positions and departments where they will be working with a summary of their work assignments.

The City may hire two (2) co-op students each year, unless the parties mutually agree to hire additional co-op students.

ARTICLE 4 – CHECK-OFF

- 4.1** The Employer agrees to check off all Union dues and initiation fees in accordance with the provisions of the Labour Relations Code of British Columbia and the law relating to assignments.
- 4.2** The Employer shall, during the life of this Agreement, deduct as a condition of employment, a sum equivalent to dues as set by the Union from the pay due each calendar month to each employee, and remit the same to the financial secretary of the Union in the month following that in which such deductions are made.
- 4.3** The Employer will, at the time of making such remittances, enclose a list of such employee's names, address, full or part-time. At the same time that the income tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year, from whose pay cheque deductions are made.
- 4.4** All employees from whom the equivalent to dues as set by the Union are deducted shall be entitled to vote on all questions relating to collective bargaining for which a vote is called by the Union.

ARTICLE 5 – UNION TIME OFF

5.1 Investigating Grievances

The Employer agrees that time spent in investigating and settling disputes by the Union steward shall be considered as time worked, provided that the Union steward signs a time statement, or form, which sets out the purpose and such time is recorded, and further provided that if it is necessary for an employee to be away from his job for such purpose, the permission of the immediate management supervisor for time off is first obtained.

5.2 Meetings with Management

The Employer agrees to grant time off with pay during any working day to officers of the Union in order to attend meetings with representatives of management of the City, provided that the officer of the Union has advised his immediate management supervisor not less than four (4) hours in advance. At least four (4) hours notice of such meetings shall be given by either party, stating the nature of the meeting. A written list of the names of such officers in the employ of the City shall be forwarded to the Employer for this purpose.

5.3 Union Business

The Employer agrees to grant leave without pay to Union officers or members, for the purpose of Union business, to a maximum of forty-five (45) days per year, provided that at least three (3) business days written notice is given to the immediate management supervisor with a copy to the Personnel Officer and provided that a suitable substitute can be secured by the Employer.

The Employer shall continue to pay the employee his regular rate while on such leave and shall invoice the Union for that amount plus actual Employer benefit costs to a maximum of 20% of the regular rate.

5.4 Bargaining Committee

A maximum of four (4) bargaining representatives of the Union who are employees of the City shall have the privilege of attending collective bargaining meetings between the Union and the Employer if held during regular working hours, without loss of pay or benefits.

ARTICLE 6 – HOURS OF WORK

6.1 Regular Work Week

For purposes of this Agreement, the regular work week shall consist of five (5) days from Monday to Friday inclusive and constitute forty (40) hours for outside employees and thirty-five (35) hours for inside employees as follows:

- a)
 - i. Day shift for outside employees other than Treatment Plant Operators shall be any regular shift starting at 7:00 a.m. and ending at 3:00 p.m. of the same day, Monday through Friday, with one-half (1/2) hour for lunch to be taken at the job site.
 - ii. Day shift for Treatment Plant Operators shall be any regular shift starting at 7:00 a.m. and ending at 3:00 p.m. of the same day, Monday through Wednesday of the following calendar week [ten (10) days on, four (4) days off], on an alternating basis, with one-half (1/2) hour for lunch to be taken at the job site. Treatment Plant Operators who work Saturdays and Sundays shall be paid the weekend premium.
 - iii. Day shift for inside employees, other than R.C.M.P. staff, shall be any regular shift starting at 8:30 a.m. and ending at 4:30 p.m. with one (1) hour for lunch.
 - iv. Day shift for R.C.M.P. staff shall be:
 - 1 employee - 9:00 a.m. to 5:00 p.m.
 - 1 employee - 8:00 a.m. to 4:00 p.m.
 - with one (1) hour for lunch in each case.
- b)
 - i. Afternoon shift for outside employees shall be any regular shift in which work is done between 2:00 p.m. and 10:00 p.m with a running lunch not to exceed (1/2) hour.
 - ii. Afternoon shift for R.C.M.P. staff shall be any regular shift in which work is done between 3:00 p.m. and 11:00 p.m. with one (1) hour off for lunch.
- c) Night shift for outside employees shall be any regular shift in which work is done between 11:00 p.m. and 7:00 a.m. with a running lunch not to exceed one-half (1/2) hour.

6.2 Part-time Positions

The employer may establish two (2) regular part-time positions for positions covered by Schedule B employees to which the following conditions shall apply:

- a) the regularly scheduled shift hours may be any number not exceeding seven (7) hours.
- b) once established, the regular shift hours may be altered by the Employer upon seven (7) days written notice to the employee; and
- c) regularly scheduled daily shift hours may be increased to a maximum of seven (7) hours without prior notice only when the employee is required to cover the duties of another employee who is absent due to sickness, provided that the part-time employee is available and agrees to perform the work.

6.3 Rest Periods – Outside Workers

- a) Outside employees shall be permitted two (2) rest periods of fifteen (15) minutes each duration on company time as follows:
 - i. the morning rest period to be taken at the job site from 9:45 a.m. to 10:00 a.m.;
 - ii. the afternoon rest period to be taken at the works yard lunch room 2:45 p.m. to 3:00 p.m., or, if the employee chooses, he may forego the afternoon rest period and leave the works yard at 2:45 p.m. instead of 3:00 p.m.
- b) The lunch break of one-half (1/2) hour duration to be taken at the job site on company time. The lunch break will be from 12 noon to 12:30 p.m.
- c) When an employee is working on a job that he and his supervisor agree is particularly dirty, permission will be granted to the employee to drive to the nearest city facility to clean-up and break.
- d) An outside employee in need of a washroom facility will be allowed to travel to the nearest place where a facility is available.
- e) Employees working in the maintenance shop will eat lunch on the fly in order to qualify for the one-half (1/2) hour shorter work day.

6.4 Rest Periods – Inside Workers

Inside employees shall be permitted two (2) paid rest periods of fifteen (15) minutes each, to be taken between 10:00 a.m. and 10:30 a.m. unless alternate times are pre-approved by the Employer, and between 3:00 p.m. and 3:30 p.m. unless alternate times are pre-approved by the Employer. Suitable premises shall be provided by the Employer where employees may enjoy their lunch and rest periods free from interruption or discussion of work-related matters by persons who are not members of the bargaining unit. Employees who choose to do so may leave the Employer's premises during the paid rest periods provided for in this Agreement.

6.5 Rest Periods – RCMP Afternoon Shift

R.C.M.P. afternoon shift employees shall be permitted two (2) paid rest periods of fifteen (15) minutes with times to be 4:30 p.m. and 9:00 p.m.

6.6 Clean-up Time – Outside Employees

Outside employees shall be permitted 5 minutes clean-up time immediately prior to the lunch periods and rest periods provided for in Articles 6.1 and 6.3. Clean-up time shall not apply to running lunches.

6.7 Overtime During Rest Periods

An outside employee who is specifically instructed by exempt employees to work through his paid rest period shall receive one half (1/2) hour overtime pay at the applicable overtime rate.

If exempt employees are not available, the immediate supervisor will make the decision and bring it to the attention of management as soon as possible.

6.8 Parks Maintenance Shift

The Employer shall have the right to institute a parks maintenance shift schedule inclusive of Saturdays and Sundays, provided that such shifts are regularly scheduled and established for a period of two (2) consecutive weeks worked. Employees working such scheduled shifts shall receive two (2) consecutive days of rest in each seven (7) day period.

6.9 Shift Scheduling

No employee shall be required to work a shift schedule against his wishes when other qualified employees who normally perform the work are available and willing to perform the required work. If the number of qualified employees who normally perform the work and are willing to work a shift are insufficient, the shift work shall be divided equally among the other qualified employees who normally perform the work. Notification of shift changes shall be given in writing to affected employees seven (7) days in advance, except in the case of an emergency.

ARTICLE 7 – WAGES

7.1 Basic Wages

The Employer shall pay basic wage rates to its employees in accordance with Schedule "A" and Schedule "B" which are attached hereto, and which form part of this Agreement. The employees shall be paid every other Thursday and, if a holiday falls on the pay date, then they shall be paid on the business day immediately preceding. The scheduled pay day for all employees is every second Thursday which results in 26 pays per year. All employees will be paid by automatic deposit to a bank account of their choice. Automatic deposits will be made on every second Thursday.

7.2 Shift Differential

- a) Employees who work an afternoon shift or night shift shall receive a shift differential of seventy-five cents (\$.75) per hour.
- b) Employees who work a weekend shift shall receive a weekend shift premium of seventy-five cents (\$.75) per hour.

7.3 Dirt Pay

- a) Any employee assigned to work on:
 - i. garbage removal;
 - ii. sanitary sewer cleaning, maintenance (provided the employee is exposed to raw sewage), and connections into existing sanitary sewers;
 - iii. the street sweeper;
 - iv. asphaltting operations where liquid asphalt, asphalt mix, or road oil is being used; or
 - v. cementing
 - vi. vac truck
 - vii. trackless street sweeping
- b) or any employee who removes or handles the following for more than thirty (30) minutes;
 - i. Animal carcass, excluding birds and rodents
 - ii. Animal waste
 - iii. Hazardous materials covered under WorkSafe BC

shall receive a differential of sixty-five (\$0.65) per hour.

7.4 Relieving in Higher Position

When relieving in a higher position for a minimum of one (1) hour during any shift, the employee shall receive the higher rate of pay for all hours worked while in the higher position or a minimum of four (4) hours at the higher rate, whichever is greater.

7.5 Lead Hand

An employee who is assigned by his immediate management supervisor as a Lead Hand with responsibility for supervision of one (1) or more employees shall be paid a Lead Hand rate which shall be higher than the hourly rate that would otherwise be paid to the employee who is the Lead Hand. The Lead Hand premium shall be one dollar (\$1.00) per hour.

7.6 EOCP Certification Premium

Those employees who are employed or providing coverage in the positions of:

Chief Treatment Plant Operator
Treatment Plant Operator 1
Treatment Plant Operator 2
Working Foreman – Water and Sewer
Maintenance Man – Water and Sewer
Engineering Technician

who have successfully obtained certification through the Environmental Operators Certification Program and BC Water and Wastewater Association shall receive a \$0.20 per hour wage premium for each level of certification achieved for the following:

Water Distribution I, II, III and IV
Water Treatment I, II, III and IV
Wastewater Collection I, II, III and IV
Wastewater Treatment I, II, III and IV
Cross Connection Control Certification

ARTICLE 8 – OVERTIME, STANDBY, AND CALL-OUT

8.1 Overtime

a) Overtime shall mean all time worked at the request of management in excess of eight (8) hours per day or forty (40) hours per work week for outside employees, and seven (7) hours per day or thirty-five (35) hours per work week for inside employees.

b) For overtime purposes the work week shall be established as:

Outside employees:

Monday to Friday for day shift
Sunday to Thursday for night shift
Wednesday to Sunday for afternoon shift

Inside employees:

Monday to Friday

c) The sixth and seventh days of the week shall be:

Outside employees:

Saturday and Sunday for day shift
Friday and Saturday for night shift
Monday and Tuesday for afternoon shift

Inside employees:

Saturday and Sunday

d) Overtime shall be paid as follows:

- i. for each day of the work week, time and one-half (1 1/2) for the first three (3) hours and double time (2) thereafter;
- ii. for the cumulative hours worked on the sixth and/or seventh days of the work week:
 - for outside employees, time and one-half (1 1/2) for the first four (4) hours and double time (2) thereafter,
 - for inside employees, time and one-half (1 1/2) for the first four (4) hours and double time (2) thereafter.

- iii. Notwithstanding Article 8.1(a), (b) and (c), and 8.1(d)(i) and (ii) above, overtime for Treatment Plant Operators shall be paid as follows:
 - for each scheduled work day, time and one-half (1 1/2) for the first three (3) hours and double time (2) thereafter.
 - for the cumulative hours worked on scheduled consecutive days of rest, time and one-half (1 1/2) for the first four (4) hours and double time (2) thereafter.
- e) When employees work sixteen (16) consecutive hours , the Employer will provide safe transportation to the employees' residence, if requested.

8.2 Four (4) Hours Call-out

An employee brought out to work at any time other than his regular shift shall be paid for a minimum of four (4) hours at straight time or actual hours worked at the applicable overtime rate, whichever is the greater. The rate of pay shall be based on whichever of the following is the higher rate:

1. the employee's regular rate; or
2. the rate for the classification which the employee is called out to work in; or
3. the rate for the acting classification, if any, provided that the employee was in the acting classification for five (5) continuous shifts immediately preceding the call-out.

8.3 Overtime – Bylaw Enforcement Officer

It is mutually agreed that the part-time Bylaw Enforcement Officer is required to work irregular hours and schedules because of the nature of the duties of that position, and therefore shall not be paid overtime for the first eight (8) hours in any work day or forty (40) hours in any work week.

8.4 Ready to Work

An employee reporting to the foreman or supervisor ready for work at the start of his shift shall be paid for four (4) hours at his regular rate of pay if sent home by the foreman or supervisor.

8.5 Necessary Rest Period

An employee shall receive a minimum eight (8) clear hours between overtime abutting a regular shift and the start of the next regular shift. In the event eight (8) hours clear is not available, overtime will be paid at the applicable overtime rate until an eight (8) hour break even during regular shift.

8.6 Standby

Payment for weekend standby will be four (4) hours per day for each day of standby. The rate will be the employee's regular rate.

a) The periods of weekend standby shall be:

from 7:00 a.m. Saturday to 7:00 a.m. Sunday,
from 7:00 a.m. Sunday to 7:00 a.m. Monday, and
from 7:00 a.m. on a statutory holiday to 7:00 a.m. the following day.

In the event that the Employer contracts out the stand-by responsibilities consistent with Article 1.9, any stand-by obligations required by bargaining unit employees will be removed from the job descriptions.

b) Payment for weekday standby shall be two (2) hours per day at the employee's regular rate for each day of standby. "Employee's regular rate" shall be whichever of the following is the higher rate:

- i. the employee's regular rate; or
- ii. the rate for the acting classification, provided the employee was in the acting classification for five (5) continuous shifts immediately prior to being on standby.

c) The periods of weekday standby shall be:

from 3:00 p.m. Monday to 7:00 a.m. Tuesday,
from 3:00 p.m. Tuesday to 7:00 a.m. Wednesday,
from 3:00 p.m. Wednesday to 7:00 a.m. Thursday,
from 3:00 p.m. Thursday to 7:00 a.m. Friday, and
from 3:00 p.m. Friday to 7:00 a.m. Saturday.

d) Where a weekday is a statutory holiday it shall be considered weekend standby.

e) All hours actually worked by a weekend or weekday standby employee shall be paid at overtime and call-out rates in accordance with Articles 8.1 and 8.2. Should a second call come within two and a half hours of the initial call-out this would be considered part of the initial call-out under the same terms as the initial call-out.

f) Standby shall be divided among willing and qualified employees, however employees on leave of any nature will not be considered for standby while they are on leave.

8.7 Meal Allowance

Any employee required to work more than two (2) consecutive hours beyond his regular shift hours in any day shall be entitled to receive a meal allowance of seventeen dollars and fifty cents (\$17.50) and a paid meal break not to exceed one-half (1/2) hour, and the employee shall be entitled to an additional meal allowance and paid meal break for each additional five (5) consecutive hours of overtime worked. The paid meal break shall be at the applicable overtime rate. Employees will be paid their meal allowance by a cheque separate from their regular pay.

8.8 Turn-Around Time

An employee required to start a new shift, other than his normal shift, within sixteen (16) hours shall be paid at one and one-half (1 1/2) times for the first four (4) hours and double time (2) thereafter for the hours prior to which fall within the sixteen (16) hour turn-around time.

8.9 Sharing of Over-time

Overtime and call-out time shall be divided equally wherever practical, among employees who normally perform the work. When an employee who normally does the work is unavailable, the overtime and call-out time shall be divided equally among other employees who are willing, qualified, and available to perform the work. When requested by the Union to do so, the Employer shall provide the Union with a list of all employees who worked overtime during the immediately preceding pay period.

8.10 Banked Time

- a) Overtime and call-out time shall be paid for in wages or taken in compensating time off. The employee shall indicate to his supervisor, at the time the overtime is worked, whether he wishes to be paid for the overtime or wishes compensating time off. For the purposes of "overtime" this Article shall also include standby and call-out.
- b) Banked time may be taken at such time or times as are mutually agreed to by the employee and the Employer.
- c) An employee may, at his/her option, credit the dollar value of such compensable time to a "Time-Off Bank" at the employee's current hourly rate. (i.e. the employee's hourly rate in effect when the time is earned and banked).

- d) The time-off requested by the employee and approved by the immediate management supervisor will be deducted at current dollar value from the banked credits. Alternately, the employee may request a cash pay-out of banked credits, at any one of the regular pay periods provided that 14 days prior notice is given by the employee.
- e) Employees may maintain a maximum dollar value equivalent of eighty (80) hours in their overtime bank from one year to the next (not cumulative from year to year). All unused banked time in excess of the maximum dollar equivalent of eighty (80) hours will be paid out at the current dollar value annually as of November 30th of each year with such payments being made on the first pay period in December of each year.
- f) All unused statutory holiday banked time in excess of ten (10) days will be paid out at the current dollar value annually as of November 30th of each year with such payments being made on the first pay period in December of each year.
- g) In emergency situations where claims are approved under the Provincial Emergency Management BC all overtime hours as a result of the claim will be paid out at the applicable overtime rates and not be banked.

8.11 Leave of Absence Due to Overtime

Where an employee has worked more than fourteen (14) hours in any one (1) day he shall, if he requests it, be granted leave of absence without pay for all or any portion of his regular shift on the following day.

8.12 Work in Advance of Regular Shift

Notwithstanding Article 8.2, when an employee is given forty-eight (48) hours notice that he is required to report for work in advance of his regular hours, he will be paid at overtime rates for such hours. If overtime is required at the end of a shift and the employee and supervisor agree, the employee shall be allowed to go home and return at a later hour without the Employer being required to pay minimum call time.

ARTICLE 9 – STATUTORY HOLIDAYS

9.1 Statutory Holidays

The recognized statutory holidays shall be as follows:

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

or the days proclaimed under the law of British Columbia in their stead, and all special holidays that may be declared by the City, Provincial, or Federal governments.

9.2 Eligibility for Pay

Employees will be paid at the rate of pay received on the scheduled work day prior to such holiday provided they have worked for the City for 30 days, however, should an employee have been in an acting classification for five (5) consecutive days immediately proceeding the Statutory Holiday, the employee will receive the higher rate of pay.

9.3 During Paid Leave of Absence

Holiday pay will be allowed if the holiday falls during an employee's pre-authorized paid leave of absence.

9.4 During Vacation

An additional day's vacation will be granted when a paid holiday falls during an employee's vacation.

9.5 During Scheduled Day Off

Should any of the above statutory holidays fall on an employee's scheduled day off, it shall be moved to the next working day or to a day mutually agreed upon by the employer and the employee.

9.6 Calculation for Part-time Employees

Regular part-time employees who have worked or earned wages for a least 15 of the last 30 days before the statutory holiday shall be entitled to holiday pay equal to the amount they would have earned had they worked their regular hours on the day off.

9.7 Work on Statutory Holiday

- a) An employee who works on a statutory holiday shall be paid double time (2) for all hours worked on that day and shall receive one (1) extra day's pay at his regular rate or, at the option of the employee, another day off with pay in lieu of the holiday at a time selected by the employee.
- b) Banked statutory holidays may be accumulated to a maximum of ten (10) days at any given time.
- c) If a statutory holiday falls on an employee's scheduled day off the employee shall receive one (1) day's pay or, at the option of the employee, another day off with pay at a time selected by the employee.

9.8 Bereavement and Statutory Holidays

Absence while on bereavement leave shall not disqualify an employee for payment for a statutory holiday not worked.

9.9 Statutory Holidays on Saturday or Sunday

When a statutory holiday falls on Saturday and/or a Sunday and an employee actually works on one or both of these days, the employee shall be paid double time (2) for all hours so worked.

- a) If the employee does not work on the subsequent Monday and Tuesday, if applicable (i.e. the day(s) that the holiday is generally celebrated per Article 9.5), the employee shall receive a stat day off with pay on these days, the same as other employees.
- b) If the employee works on the subsequent Monday and Tuesday, if applicable (i.e. the day(s) that the holiday is generally celebrated per Article 9.5), the employee shall be paid time and one-half (1.5) for all hours so worked. In addition, the employee may elect one (1) of the following two (2) options:
 - i. The employee may elect to receive another day off with pay in lieu of the holiday that may be banked and taken at a time selected by the employee, or
 - ii. The employee may elect not to receive another day off in lieu and instead be paid one (1) day's pay at his regular rate.

ARTICLE 10 – VACATION LEAVE

10.1 Regular Full-Time Employee

A regular full-time employee who has received pay for at least ten (10) days in a calendar month shall earn vacation leave credits and be entitled to vacation leave in accordance with the following schedule:

1 - 4 years	3 weeks
5 - 10 years	4 weeks
11 - 19 years	5 weeks
20 years	6 weeks

After twenty-five (25) years of service, one (1) additional day of vacation for every two (2) years of service to a maximum of five (5) days.

These additional days shall be awarded at the completion of the required years of service, as follows:

- vacation entitlement after completing 25 & 26 years of service: 31 days
- vacation entitlement after completing 27 & 28 years of service: 32 days
- vacation entitlement after completing 29 & 30 years of service: 33 days
- vacation entitlement after completing 31 & 32 years of service: 34 days
- vacation entitlement after completing 33 years of service: 35 days

10.2 Regular Part-Time Employee

A regular part-time employee shall earn vacation leave credits and be entitled to vacation leave at a rate calculated on the basis of the number of hours worked in relation to the regularly scheduled hours of work for a full-time employee of the same classification.

10.3 Casual Employee

A casual employee shall receive the benefit allowance provided for in Article 3.3 in lieu of vacation pay.

10.4 Temporary Employee

A temporary employee shall receive the benefit allowance provided for in Article 3.4 in lieu of vacation pay.

10.5 Terminated Employee

Where an employee is terminated for any reason he shall be paid for all unused vacation leave credits earned prior to the date of termination.

10.6 Floater

In addition to the Statutory Holidays, each regular employee shall be entitled to a floating holiday during each year of his employment, which shall be taken at a time to be selected by the employee provided operational requirements permit and provided the employee has completed thirty (30) work days (broken or continuous) dating from the day he first commenced employment prior to his taking such holiday off. In any dispute concerning the day of the employee's choice, the matter shall be resolved in accordance with the provisions of Article 18. An employee shall receive such day off not later than December 31st of the calendar year.

10.7 Higher Accrual Rate

The next higher vacation leave accrual rate shall apply to the month in which an employee completes a qualifying year of service.

10.8 Vacation Carry-over

- a) An employee may carry over into each calendar year no more days of vacation leave than the total number of days earned during the immediately preceding year. If not carried over, the vacation leave shall be taken pursuant to Article 10.16.
- b) Conflicting provisions of the Agreement notwithstanding, employees, who provide the Employer with advance written notice of their retirement date, may carry the following forward into the year they actually retire:
 - i) Additional unused vacation time, up to a maximum of the total number of days earned during the two (2) years immediately preceding the year in which they retire.
 - ii) Additional banked time, up to a maximum of the amount of banked time earned during the two (2) years immediately preceding the year in which they retire.
- c) The provisions of Section (b) is contingent upon the employee actually retiring on the date in question and the employee must take all vacation time and banked time, as time off, before the employee retires.

10.9 Vacation Carry-over Taken Prior to December 31st

All vacation leave in excess of the number of days that may be carried forward under Article 10.8 shall be taken prior to December 31st in each year or, with the consent of the Employer, on or before February 15th of the following year. All vacation leave carried forward as above and not taken prior to February 15th of the following year shall be paid out at the current dollar value.

10.10 Vacation Leave to be Earned

Vacation leave may not be taken until it has been earned in accordance with Article 10.1.

10.11 Calculation of Vacation Leave Credits

Time lost because of an accident for which compensation is paid by the Workers' Compensation Board, time lost because of sickness, or time lost as a result of a shutdown of operations by the Employer, shall be considered as time worked in calculating the ten (10) days required to qualify for vacation leave credits under Article 10.1.

10.12 Sick Leave When on Vacation

Where an employee qualifies for sick leave, bereavement leave or other approved leave during his period of vacation, there shall be no deduction from vacation leave credits for the period covered by such leave. A doctor's certificate shall be provided by the employee in support of an application for paid sick leave during a vacation period.

10.13 Pay for Vacation Leave

Pay for vacation leave shall be calculated on the hourly rate for the employee's normal classification (exclusive of all differentials and premiums).

10.14 Calculating Vacation Leave

The following shall be considered as time worked in calculating an employee's years of service for vacation leave increments under Article 10.1:

- a) time lost due to an accident for which compensation is paid by the Workers' Compensation Board;
- b) time lost as a result of a shutdown of operations by the Employer;
- c) time lost as a result of a strike or lockout;
- d) any period of authorized leave with or without pay; and
- e) any period of layoff not exceeding twelve (12) months.

10.15 For the purpose of calculating vacation pay, the word "week" shall be considered as constituting forty (40) hours for outside employees and thirty-five (35) hours for inside employees. The word "pay" where used in this Article shall mean remuneration for three (3), four (4), five (5), or six (6) weeks as the case may be.

10.16 Scheduling of Vacation Leave

- a) Vacation leave when practical will be granted for the period requested by the employee, but in all cases the commencement date shall be at the convenience of the Employer.
- b) Vacation requests will be accepted at any time during the year, however requests made prior to January 31st will be given preference over those received at a later date. Where a conflict arises over requests for vacation leave submitted by two (2) or more employees on or before the January 31st deadline, and the conflict can not otherwise be resolved, department wide seniority shall govern.
- c) After January 31st, employees will be notified within fourteen (14) calendar days of making their request as to whether or not the vacation time has been granted.
- d) At the employee's discretion the vacation periods set out in this Article may be split. Vacation leave for employees on a 10 - 4 cycle will be granted in time intervals that dovetail with their days off. Vacation leave for inside employees will be granted in shorter time frames. Vacation leave for outside employees will be taken in minimum blocks of one (1) day.

- e) Under unusual circumstances vacations of a shorter duration may be granted, and as much notice as possible must be given to the immediate management supervisor who will respond within twenty-four hours of the request.

ARTICLE 11 – EMPLOYEE BENEFITS

11.1 Information on Benefit Plans

The employer will provide each new employee with printed information on each benefit plan, and to provide the same information to every employee upon request and when there is a change in any benefit program which affects employees.

11.2 Changes to Benefit Plans

It is the Employer's right to select the benefit carrier. However, changes to benefit levels will require prior agreement of the Union.

11.3 Municipal Pension Plan

All full-time employees shall become members of the Municipal Pension Plan (MPP) upon attaining eligibility to do so pursuant to MPP rules. Part-time employees shall be offered enrolment in the MPP pursuant to MPP rules. Nothing in this clause can override a MPP rule.

11.4 Medical and Extended Health Benefits Plan

The Employer shall pay the full registration fee and premium costs for single or family coverage, as applicable, under a mutually approved Medical Plan and Extended Health Benefits Plan, for employees who have completed three (3) months continuous service.

The extended health benefits plan shall provide employees with professional services provided under the plan (i.e. Acupuncturist, Chiropractor, Massage Practitioner, Naturopath, Physiotherapist, Podiatrist, Psychologist and Speech Language Pathologist) to a maximum total usage of one thousand six hundred dollars (\$1,600) per year.

11.5 Dental Plan

- a) The Employer shall pay eighty percent (80%) and the employee shall pay twenty percent (20%) of the premium costs for single or family coverage, as applicable, under a mutually approved dental plan for employees who have completed three (3) months continuous employment.

b) The sharing of the cost of services received under the dental plan between the Plan and the employee shall be as follows:

Plan A: Normal teeth work - 100% paid by Plan

Plan B: Crowns/bridges - 80% paid by Plan
Dentures - 100% paid by Plan

Plan C: Orthodontics - 60% paid by Plan
\$4,500 maximum

11.6 Optical Plan

In addition to the Extended Health Benefit Plan referred to in Article 11.4, an Optical Plan shall be provided for employees after three (3) months continuous employment at a level of six hundred dollars (\$600) every two (2) years.

The Employer shall cover the costs of one (1) eye examination every one (1) year. The Employer will pay one hundred percent (100%) of the Optical Plan premium.

The employee may opt to be reimbursed, upon receipt, the Optical Plan amount of six hundred (\$600.00) towards Lasik Eye Surgery, instead of the Optical Plan.

11.7 Group Life Insurance

- a) The Employer shall pay the full cost of the premiums for group life insurance coverage and accidental death and dismemberment insurance for all employees who have completed three (3) months continuous employment, up to age sixty-five (65).
- b) The amount of the life insurance and accidental death and dismemberment insurance coverage shall be two (2) times the employees annual salary.

11.8 Definition of Sick Leave

"Sick leave" means the period of time an employee is permitted to be absent from work, with or without pay, by virtue of sickness, unavoidable quarantine, or accident for which compensation is not payable under the Workers' Compensation Act. "Working day" means any day on which the employee would normally work.

11.9 Sick Leave Credits

- a) Upon completion of three (3) months continuous employment, all employees other than casual or temporary employees shall earn sick leave at the rate of one and one-half (1 1/2) days for each month worked.
- b) A regular part-time employee shall earn sick leave credits and be entitled to sick leave at a rate calculated on the basis of the number of hours worked in relation to the regularly scheduled hours of work for a full-time employee of the same classification.
- c) Sick leave shall not be earned by an employee who is laid off for a period exceeding ninety (90) days, or while on an authorized leave of absence without pay. Where an employee is laid off for a period not exceeding ninety (90) days, sick leave shall be earned at the rate of one and one-half (1 1/2) days for each twenty-two (22) days worked.
- d) Earned but unused sick leave may be accumulated to a maximum of one hundred and seventy-five (175) days.

11.10 Calculation of Sick Leave Credits

- a) In the event of illness, a regular employee shall receive pay for each working day or portion thereof that he is unable to work due to such illness subject to the following conditions:
 - (i) pay shall be calculated on the hourly rate for the employee's normal classification (exclusive of all differentials and premiums).
 - (ii) sick leave with pay shall only be granted by the Employer if the employee has unused sick leave credits to cover the period of sick leave;
 - (iii) the employee who is sick shall make every reasonable effort to have his immediate supervisor notified of the fact at the starting time of his shift or as soon thereafter as possible;
 - (iv) the employee who is sick shall complete and submit an application for sick leave on forms provided by the Employer immediately upon his return to work after the period of sick leave;
 - (v) every application for more than three (3) consecutive working days of sick leave shall be accompanied by a doctor's certificate if required by the Employer; the Employer will cover the costs and fees associated with required doctor's certificates; and

- (vi) when it is necessary to schedule medical or dental appointments during an employee's normal working hours, the time required to attend such appointments may be taken as paid sick leave subject to all other provisions of this Article.
- b) The Employer may require that a doctor's certificate be submitted in support of any application for sick leave. The Employer will cover the costs and fees associated with required doctor's certificates. Where a doctor's certificate is required in such circumstances by the Employer and the employee fails or refuses to submit such a certificate, discipline procedures may be implemented.
- c) Notwithstanding Article 11.10(b) above, where it is apparent that there is a pattern of absence on sick leave, the Employer may request that the employee undergo an independent medical examination at the expense of the Employer, or that further medical evidence be furnished to substantiate any period of absence claimed to be due to illness.
- d) If an employee is found to have willfully misrepresented himself as being ill, he shall immediately refund to the Employer all applicable sick leave pay. The refund of sick leave pay shall not prejudice the right of the Employer to take such disciplinary or other action as may be appropriate in the circumstances.
- e) The employee who is sick shall make every reasonable effort to have his immediate supervisor notified of the fact at the starting time of his shift or as soon thereafter as possible. When the absence is for longer than one (1) shift the employee shall be responsible for maintaining regular contact with his/her immediate supervisor, as is appropriate in the circumstances.

11.11 Sick Leave for Terminated Employees

Sick leave shall not be granted, nor shall payments continue thereunder, after an employee has given or been given notice of termination of his employment, unless such employee presents a doctor's certificate proving such sickness, and then only until the termination of his employment except in cases where it is expected that the employee will not return to work by virtue of retirement or total disability.

11.12 Care of Family Members

Subject to (a), (b) and (c) below, and providing the necessary sick leave credits are available, sick leave may be granted when an employee's absence is required to care for, or to make arrangements for the care of, a family member who is ill.

- (a) For purposes of this Article "family member" shall mean parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild, step-parent, step-grandparent, step-child, and step-grandchild within a sixty (60) km radius of City of Castlegar boundaries
- (b) Sick leave granted under this Article shall not exceed ten (10) working days, unless pre-approved by the Employer, in any calendar year. For any new employees hired after July 1, 1998, sick leave granted under this Article shall not exceed five (5) working days, unless pre-approved by the Employer, in any calendar year.
- (c) The Employer may require a report from a qualified medical practitioner should any doubt exist as to the legitimacy of an application for sick leave under this Article.

11.13 Long Term Disability

A mutually approved Long Term Disability insurance plan shall be provided for regular employees upon completion of three (3) months continuous employment, and the premium costs shall be shared equally by the Employer and the employee.

11.14 Retirement Benefits

Upon retirement under the provisions of the municipal superannuation act of British Columbia, or in accordance with the Employer's policy, an employee shall receive a cash gratuity payment, calculated at the employee's current base rate of pay, as follows:

- a) after five (5) years of service, twenty percent (20%) of the total unused accumulated sick leave credits as at retirement date; and
- b) for each year of service after the fifth year, two percent (2%) of total unused accumulated sick leave credits as at retirement date.

It is understood that retirement includes an employee who retires with permission early or retires due to a disability. A disability retirement must be

verified by a medical doctor. Should this provision conflict with any provision of the Municipal Pension Plan Act, the Act shall govern.

11.15 Wages while on WCB

A regular employee eligible for sick leave who is absent due to an accident or illness while at work for the City and which is compensable by the Workers' Compensation Board shall receive the benefits of Article 11.09 (sick leave), but shall turn over to the City all salary compensation received from the Workers' Compensation Board except any permanent partial or permanent full disability awards.

11.16 Employee and Family Assistance Plan

The Employer shall provide a mutually agreeable Employee and Family Assistance Program for all employees. The Employer shall pay all costs associated with the setting up of the program and the necessary training costs. The yearly premiums shall be paid eighty-five percent (85%) by the Employer and fifteen percent (15%) by the employee.

11.17 Same Sex Spousal Benefit

The Employer agrees, where the benefit carrier recognizes and when an employee applies, coverage for same sex spouse will be provided. Subject to carrier approval.

11.18 Benefits for Employees Aged 65 and Older

Employees, who work beyond age sixty-five (65) and who were eligible for coverage for the benefit plans under this article (11) before reaching age sixty-five (65), will continue to be eligible for such coverage, provided the third party carrier with whom the Employer has contracted to provide these benefits permits coverage to continue and subject to the terms for such coverage established by the carrier. Where the carrier's plan continues to provide coverage to employees after age sixty-five (65) and the premium costs charged to the Employer by the carrier for such coverage exceeds the premium costs incurred by the Employer for employees under age sixty-five (65), the additional Employer costs will be paid by the employees who elect to maintain coverage after age sixty-five (65).

ARTICLE 12 – LEAVE OF ABSENCE

12.1 Bereavement Leave

An employee shall be entitled to bereavement leave with pay in the event of the death of the employee's parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild, step-parent, step-grandparent, step-child, and step-grandchild.

- a) Where the bereavement occurs outside the boundaries of the Regional Districts of Central Kootenay or Kootenay Boundary and the employee travels to and from the funeral, five (5) days bereavement leave shall be granted.
- b) Where the bereavement occurs within the boundaries of the Regional Districts of Central Kootenay or Kootenay Boundary, three (3) days bereavement leave shall be granted.
- c) Additional bereavement leave without pay may be granted upon request, for travelling time or other good and sufficient cause related to the bereavement.

12.2 Jury Duty

The Employer shall grant paid leave of absence without loss of seniority or other benefits to an employee who is required to serve as a juror or witness in any Court. The employee shall provide the Employer with proof of his service. Time spent by an employee as a Court witness in any matter arising out of his employment with the Employer shall be considered as time worked and shall be paid at the applicable rate of pay.

12.3 Essential Community Service

If approved by the manager responsible, or his/her designate, an employee involved in an essential community service (volunteer fire department, Provincial Emergency Program, auxiliary police) shall be allowed time off with pay when an emergency situation requiring his services arises during regular working hours. Such an employee shall not receive remuneration from any other agency with respect to any period during which he received time off with pay from the Employer.

In this Article, "community" is defined as the area within a thirty-three (33) kilometer radius of the main Castlegar traffic interchange.

12.4 Maternity Leave/Parental/Adoption Leave

- a) On completion of the probationary period an employee shall qualify for maternity leave and the Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy and thereafter as provided for in this Article.
- b) A qualified employee shall, upon application, be granted eighteen (18) weeks maternity leave without pay, and the leave shall commence no earlier than six (6) weeks prior to the expected date of the birth of the child.
- c) Where a doctor's certificate is provided, stating that it is necessary to commence the period of maternity leave earlier or to extend the period of leave for health reasons, an extension of up to three (3) months shall be granted.
- d) While on maternity leave an employee retains and continues to accrue seniority and be entitled to all employee benefits provided for in this Agreement, except that vacation leave and sick leave credits shall not be earned during the period of maternity leave. An employee on maternity leave shall retain her service entitlement for vacation leave increments, and the period of maternity leave shall be included for that purpose.
- e) An employee on maternity leave shall continue to pay the employee's share of benefit costs in such manner as is mutually agreeable to the employee and the Employer.
- f) An employee on maternity leave may apply to the Commissioner of Municipal Superannuation for approval to make contributions to the plan during the period of maternity leave. Upon approval, employee and Employer contributions shall be made in accordance with the municipal superannuation act of British Columbia.
- g) An employee on maternity leave shall provide the Employer with not less than two (2) weeks written notice of the date upon which she will return to work. On return from maternity leave an employee shall be placed in her former position or, if that position no longer exists, in a similar position at the same rate of pay as her former position.
- h) In addition to maternity leave an employee is entitled as per the federal government updates unpaid parental leave/adoption leave to be taken within one year of the birth or adoption of a child. If both parents are employees of the City the maximum combined leave remains as per the federal government updates.

12.5 Parental Leave

An employee shall be entitled to one (1) day special leave with pay upon the birth or adoption of his child.

12.6 Leave Without Pay

An employee shall be entitled to leave of absence without pay when he requests such leave in writing for good and sufficient cause. Approval of a request for leave of absence without pay shall be at the discretion of the Employer, but shall not be unreasonably withheld. An employee on leave without pay shall reimburse the Employer the full benefit premium costs for the period of absence on such leave.

12.7 Public Office

- a) The employer recognizes the right of an employee to participate in public affairs therefore, upon written request, the Employer shall allow leave of absence without pay so that an employee may be a candidate in Federal, Provincial or local School Board elections.
- b) An employee elected to the Federal Parliament or Provincial Legislative Assembly shall be allowed leave of absence without pay for the term of office, during which time seniority will be maintained but will not accumulate. The employee becomes responsible for his own benefits while on this leave.

12.8 Union Leave

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 be granted leave of absence without pay for a period of up to two (2) years. Such leave may be renewed on request during his term of office. During such leave an employee's seniority is maintained but not accumulated, and benefits become the responsibility of the Union.

12.9 Professional Development

Leave of absence for job related courses or other training may be granted at the discretion of the Employer, and such leave may be without pay, or with partial or full pay.

12.10 Domestic Violence

- a) The employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- b) Workers experiencing domestic violence will be able to access their sick leave, for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in conjunction or single days or as a fraction of a day, upon approval. Employees that have exhausted their sick leave may access their vacation or time off without pay.
- c) The employee and employer will only disclose relevant information to protect confidentiality and privacy of an individual(s), while ensuring workplace safety.

ARTICLE 13 – PROBATION

13.1 Term of Probation

- a) Notwithstanding anything to the contrary in this Agreement, it is mutually agreed that every new employee is hired on probation.
- b) The probation period for all newly hired employees shall be sixty (60) working days, provided that in the case of temporary and casual employees these days must be worked within a twenty-four (24) month period.

13.2 Calculation of Day

In determining the probation period for a part-time or casual employee, every day on which the employee worked 4 or more hours shall be counted as a working day.

13.3 Termination During Probation

A new employee may be terminated at any time during the probation period when it is determined by the Employer that the employee has failed to meet an acceptable standard of performance or conduct with the result that the employee is deemed unsuitable for continued employment.

ARTICLE 14 – SENIORITY

14.1 Commencement

During the probation period referred to in Article 13.1, no seniority rights shall be recognized. Upon completion of the probation period a new employee shall be entitled to seniority from the day on which he commenced employment in a position covered by this Agreement.

14.2 Definition

Seniority is defined as the total length of service in the bargaining unit and, except as otherwise specifically provided for in this Agreement, shall be continuous service. Seniority shall be applied in accordance with the provisions of this Agreement, and shall operate on a bargaining-unit-wide basis unless otherwise specified in this Agreement.

14.3 Seniority Calculation

Following the probation period, seniority shall commence from the most recent day of hire.

Where a seniority comparison is required between two or more part-time employees, it shall be based on the number of hours worked from the date of hire.

Where a part-time, temporary or casual employee posts into a full-time position, that employee will be assigned a seniority date calculated as follows:

For outside employees:

$$\frac{\text{Total hours worked}}{8} = \text{number of work days to be backdated}$$

For inside employees:

$$\frac{\text{Total hours worked}}{7} = \text{number of work days to be backdated}$$

14.4 Temporary Employees

Following the probation period, seniority shall be calculated on the basis of the number of hours worked since the first day hired. A temporary employee shall not have the right to bump a regular full-time or part-time employee, and a temporary employee shall not receive preference over a regular employee in promotion, transfer or recall.

14.5 Promotions/Demotions/Transfers

- a) The Employer agrees that seniority shall govern in all cases of promotions and demotions when the competence and ability of the employees concerned are equal. The Employer shall determine competence and ability in a fair and equitable manner.
- b) A transfer from one job classification to another which involves no change in the rate of pay shall not be considered a promotion or demotion for the purpose of this Article.

14.6 Absence

When an employee is absent from his job due to sickness or accident, or while on a leave of absence authorized by the Employer, he shall on his return be reinstated in the job classification he would have held had he not been absent, and during such absence his seniority shall accumulate as if he had not been absent.

14.7 Transfer Outside of Bargaining Unit

- a) No employee shall be transferred to a position outside the bargaining unit without the employee's consent. An employee transferred to a position outside of the bargaining unit shall, for a period of sixty (60) days, retain his seniority accumulated up to the date of his leaving the unit, but shall not accumulate further seniority while outside the bargaining unit.
- b) A period of sixty (60) days or less spent outside the bargaining unit under this Article shall not alter an employee's entitlement to vacation leave or sick leave and shall be counted as continuous service for all purposes other than seniority.
- c) An employee shall have the right to return to a position in the bargaining unit within the sixty (60) day period referred to in (a) above. Such return shall not result in the layoff or bumping of an employee having greater seniority.
- d) Where there is a dispute between the Employer and the Union as to whether a position is inside or outside of the bargaining unit, the provisions of Article 14.7(a), (b), and (c) shall not apply to that position until the dispute is resolved.

14.8 An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

14.9 Loss of Seniority

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

- a) he is discharged for just cause and is not reinstated;
- b) he resigns in writing and does not withdraw the resignation within two (2) working days;
- c) he is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- d) he fails to return to work within ten (10) calendar days following recall after a layoff and after being notified to do so, unless through sickness or just cause; or
- e) he is laid off for a period longer than twelve (12) months.
- f) Casual employees who have not worked a minimum of three (3) shifts in a twelve (12) month period shall be deemed to have resigned from employment.

14.10 Re-hire

In the event of a former employee being rehired by the Employer after having voluntarily resigned, he shall be considered as having no previous seniority. However, if an employee who has resigned because of illness is re-employed within six (6) months after the effective date of his resignation, he shall retain the seniority accumulated up to the date of his resignation.

14.11 Seniority List

- a) At least once each year the Employer shall provide the Union with a current seniority list covering all employees in the bargaining unit and such list shall include the name of the employee, the date of the employee's last entry into the bargaining unit, and the accumulative total of accrued seniority in years and/or months for each employee.
- b) At the request of any employee, the Personnel Officer shall provide that employee with information relative to his seniority. At the request of an officer of the Union, the Personnel Officer shall provide information with respect to the seniority of any employee or group of employees in the bargaining unit.
- c) On a quarterly basis the employer will provide the union and each temporary employee with seniority a copy of the temporary seniority list.

d) A seniority list for temporary employees shall be maintained by the Employer, and preference in offering temporary employment shall be given to qualified employees on the basis of seniority.

ARTICLE 15 – LAYOFF, BUMPING AND RECALL

15.1 Definition

For purposes of the provisions of this Agreement relating to layoff, bumping and recall, the following definitions shall apply:

- a) "bumping" means the procedure whereby an employee who is to be laid off may exercise his seniority rights and displace, or bump, an employee with less seniority, and whereby a displaced employee may in turn exercise his seniority rights over another employee with less seniority;
- b) "layoff" means any reduction in the work force or reduction in hours as defined in this Agreement, which affects one (1) or more employees in the bargaining unit; and
- c) "recall rights" means the rights of an employee to be called back to work according to his seniority.

15.2 Seniority and Lay-off

Both parties agree that job security shall increase in proportion to length of service. In the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority and recalled in the order of their bargaining-unit-wide seniority.

15.3 Lay-off Notice

- a) In the event of a layoff, the Employer shall advise the Union as soon as practicable after the decision to lay off has been made, and in any event shall give the Union and the employee(s) not less than ten (10) working days advance written notice of layoff, and such notice shall include the effective date of layoff. The notice shall be delivered by hand or sent by certified mail.
- b) If an employee has not had the opportunity to work during the full ten (10) day notice period provided for in (a) above, he shall be paid for the days for which work was not available.

15.4 Bumping Rights

An employee who has received notice of layoff may bump, up or down, any employee with less seniority providing he has the ability to perform the duties of the other position without further training and possesses any required certifications or licenses.

15.5 Notification of Bumping

Where an employee intends to exercise his bumping rights under this Agreement he shall notify the Personnel Officer to that effect, in writing, not later than five (5) working days after receiving notice of layoff.

15.6 Bumping to Be Held in Abeyance

In the event that an employee affected by a layoff, or bumped by another employee, is at the time on vacation leave, sick leave, or other authorized leave of absence, the layoff and/or bumping process shall be held in abeyance until the affected employee has returned to work.

15.7 Benefits During Layoff

- a) Subject to carrier approval, an employee shall have the right to continue to participate in the pension, insurance, medical, dental and vision care programs provided for in this Agreement during a period of layoff.
- b) For the calendar month in which the layoff takes effect, benefit costs shall be paid or shared by the Employer and the employee in the manner prescribed elsewhere in this Agreement.
- c) After the calendar month in which the layoff takes effect, all benefit costs shall be paid by the employee in such manner as is mutually agreed to by the Employer and the Union.

15.8 Recall

Where an employee who has been laid off is recalled to work within twelve (12) months of the date of layoff, he shall retain the seniority accrued up to the date of layoff, and shall accrue seniority during the period of layoff. In such circumstances the employee shall also retain his service entitlement for vacation leave increments and all unused sick leave credits accrued up to the date of layoff.

15.9 Benefit Status After 12 Month Layoff

Where a laid off employee has not been recalled from layoff within twelve (12) months of the date of layoff, all seniority and other rights and benefits provided for in this Agreement shall cease.

15.10 Employment Status After 12 Month Layoff

If an employee has been laid off for more than twelve (12) months and is subsequently re-employed by the Employer he shall be deemed to be a new employee for the purposes of this Agreement.

15.11 Current Mailing Address During Layoff

An employee who is laid off and subject to recall shall at all times keep the Employer informed of his current mailing address, either in person or by certified mail.

15.12 No New Hire During Layoff

No casual, temporary, or part-time employee shall be hired when a qualified regular employee on layoff is available to perform the work.

15.13 Provisions for Notice of Recall

Notice of recall shall be given personally or by telephone by the Employer, and shall be confirmed by a letter delivered by hand or sent by certified mail to the employee's last known mailing address, not less than ten (10) days prior to the proposed date of recall whenever possible.

15.14 Failure to Return After Recall

Where a laid off employee fails to return to employment within ten (10) calendar days of being notified to do so, and the failure is not due to sickness or other just cause, the employee shall forfeit all further recall rights otherwise provided for in this Agreement. For the purpose of this Article only, "just cause" shall include the requirement to provide another employer with two (2) weeks notice of termination.

15.15 The Employer agrees that no new employees shall be hired until qualified laid off employees who are subject to recall have been given the opportunity of recall.

ARTICLE 16 – SAFETY AND HEALTH

16.1 The Union and the Employer shall co-operate in continuing and perfecting the safety and health measures now in effect and both parties agree to enforce all laws and regulations relating to accident prevention measures which are applicable to the operation of the Employer.

16.2 Personal and Protective Equipment

All employees working in a dirty or dangerous capacity shall be supplied with all necessary safety tools and safety equipment as required. Protective clothing shall be issued at the discretion of the supervisor who shall have the right to require that the worn out item be turned in at the time of any new issue.

16.3 Safety Boots

The maximum to be paid by the Employer for a pair of safety boots shall be two hundred and fifty (\$250.00) dollars one (1) time per calendar year, upon receipt.

16.4 Coveralls

The Employer shall provide coveralls to those employees engaged in outside work, including garage and treatment plant operators, and shall be responsible for the cost of cleaning, repair and replacement of the coveralls provided.

16.5 Safety Gloves

Safety gloves will be supplied by the Employer as required.

16.6 Safety Glasses and Goggles

The Employer shall provide prescription and non-prescription safety glasses and safety goggles to those employees requiring such protection.

16.7 Safety and Health Committee

- a) A Safety and Health Committee shall be established, with two (2) members representing the Employer and two (2) members representing the Union. The Committee shall meet monthly for the purpose of considering, reviewing, and inspecting health and safety conditions and practices in the workplace.
- b) Where a member of the Committee identifies an obvious safety or health hazard in a particular situation, the Employer shall forthwith take such action as is necessary to eliminate the hazard.

- c) Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

16.8 Work Refusal

Employees shall have the right to refuse unsafe work without disciplinary action being taken against them, in accordance with WorkSafe BC Regulations.

16.9 Clothing Allowance

Inside worker clothing allowance will be one hundred (\$100.00) dollars one time (1) per calendar year, upon receipt.

ARTICLE 17 – DISCIPLINE PROCEDURE

17.1 Union Representative Present During Interview

An employee shall have the right to have a shop steward or Union representative present at any discussion with supervisory personnel concerning disciplinary action in relation to that employee. Where a supervisor intends to interview an employee for disciplinary purposes he shall notify the employee of the purpose of the interview in advance so that the employee may contact a shop steward or Union representative to be present at the interview.

17.2 Notification to Union of Disciplinary Action

The Employer shall notify the Union in writing of all dismissals, suspensions, and written warnings, immediately when the disciplinary action is taken.

17.3 Discipline Procedure

The following procedures shall apply:

Level 1 - 1st Offence

- a) If not in itself serious enough to warrant suspension or discharge, the employee may be given an oral reprimand by his/her immediate management supervisor and advised that another offence may result in a written warning.
- b) The oral reprimand follows discussion of the problem with the employee. Oral reprimand is an important step in the disciplinary process because it is at this point that cause for further action can be prevented or if cause persists, it provides the foundation for further action. The oral reprimand normally takes the form of a verbal warning to caution the employee of what is expected and what further action may be taken if the matter is not resolved. The oral reprimand will be placed in the employee's personnel record. The employee will be requested to sign or initial an acknowledgment of receipt of the reprimand.

Level 2 - 2nd Offence

- a) If not in itself serious enough to warrant suspension or discharge an employee will be given a written warning by his/her immediate management supervisor and advised that another offence will result in suspension.

- b) The written reprimand is normally applied in circumstances where the employee has failed to respond to an oral reprimand. However, where a first offence is sufficiently serious, a written reprimand may be applied in the first instance. The written reprimand may contain a warning in respect of future reoccurrences. A written reprimand shall be documented in a report to the Personnel Officer.
- c) A copy of the written warning, to include a clear statement of what is expected and the consequence of further transgressions, will be hand delivered to the employee and a copy forwarded to the Personnel Officer and a copy to the Union unless the employee indicates otherwise. A copy will be placed in the employee's personnel file. The employee will be requested to sign or initial an acknowledgment of receipt of the written reprimand.

Level 3 - 3rd Offence

- a) If not in itself a serious enough to warrant discharge an employee will be given one day suspension without pay by his/her immediate management supervisor and warned that another offence will result in discharge.
- b) Written notice of suspension or other disciplinary action requires authorization by the Personnel Officer and/or the Administrator. The written notice of discipline is used to indicate the application of discipline, the reasons for discipline and the actions that have been taken to modify the behaviors by the supervisor. These factors as well as other relevant matters will be included in the notification report to the employee, Personnel Officer and Administrator, etc. and a copy to the Union unless the employee indicates otherwise. The employee will be interviewed and the report will be the documentation of the interview.
- c) The report on the suspension of an employee shall be placed in the employee's personnel file. In addition to verbally informing the employee of a suspension, he/she shall be informed in writing, with a copy to the Union unless the employee indicates otherwise, with reference made to previous statement of what is expected and the consequences of further transgressions.

Level 4 – Additional Offenses and/or Final Offence

- a) An employee will be discharged by the Administrator. As an alternative to discharge at this Level 4, an employee may, at the Employer's discretion, be given one or more lengthy suspension(s) up to thirty (30) working days for any such suspension, prior to the Employer making a decision to terminate.

- b) When the disciplinary offense is serious enough in its own right to warrant immediate discharge the provision of this article (17.3) notwithstanding, or when an employee re-offends after receiving a lengthy suspension under section (a) of this Level 4, the employee will be discharged by the Chief Administrative Officer.
- c) Dismissal may result from a lack of response by an employee to correct a form of discipline or, an initial offence if such offence is of a serious nature and/or a culminating incident which in itself would not normally result in dismissal but in consideration of other documented problems with the employee justifies dismissal. The documentation of the incident prior to such culminating incident, shall specify all previous documented incidence of discipline and must contain notice of warning to the employee, that the next incident will be considered a culminating incident and dismissal will result.
- d) When it becomes necessary to discharge an employee he/she shall be given a termination slip indicating the reason for the discharge with a copy to the Union unless the employee indicates otherwise.

17.4 Employee's Right to Disagree

At any stage of the above procedure, the employee facing discipline may choose to note in his file that he disagrees with the content of the reprimand or discipline.

17.5 Personnel Records

Letters of reprimand shall be removed from the employee's personnel file provided there has been a period of twenty-four (24) months without further disciplinary letters being added to the file.

ARTICLE 18 – GRIEVANCE PROCEDURE

18.1 Appoint Shop Stewards

The Employer agrees that the Union shall have the right to appoint Union stewards in the Public Works Department and City office provided that one (1) steward will present any one (1) grievance.

18.2 Discharge of an Employee

Discharge of an employee shall be for just cause in accordance with rules and regulations of the Employer, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

18.3 Grievance Procedure

In the event of an employee having a grievance, the settlement of the grievance shall be handled under the following procedures:

Step 1 Within forty (40) working days after the employee or employees involved (or the Union when applicable) knew of the event giving rise to the grievance or should reasonably have known of the event giving rise to the grievance, the employee or employees concerned, with their Union steward in attendance, or a member of the Union's General Grievance Committee, shall endeavor to settle the grievance with the immediate supervisor. Failing to reach a satisfactory settlement of the grievance within three (3) working days after its submission, the grievance may be referred to step 2.

Step 2 The employee or employees concerned, with their Union steward or officer in attendance, shall meet with the department head and shall submit the grievance, in writing. Failing to reach a satisfactory settlement of the grievance within five (5) working days after submission to the department head, the grievance may be submitted to step 3.

Step 3 The employee or employees concerned, with their Union steward or officer and up to two (2) members of the Union Grievance Committee in attendance, shall meet with the City Administrator and shall submit the grievance, in writing. Failing to reach a satisfactory settlement of the grievance within ten (10) working days after submission to the City Administrator, the grievance may be submitted to step 4.

Step 4 Representatives of the union and management shall meet with a committee of the City Council within thirty (30) working days of the written request for such a meeting. Failing to reach a satisfactory settlement of the grievance within ten (10) working days after such meeting, the grievance may be submitted to step 5.

Step 5 The grievance may be submitted to Arbitration.

18.4 Written Replies to Grievances at Step 2

All replies to grievances shall be in writing at all steps commencing with step 2.

18.5 Fifteen (15) Days to Advise of Decision re: Grievance

It is agreed that between each step of the grievance procedure up to and including arbitration the Union has fifteen (15) working days in which to advise the Employer that they wish to move to the next step and to set a mutually agreeable date to meet at the next step. To ensure that grievances are dealt with in a timely fashion the parties shall schedule regular grievance meetings at mutually agreeable times.

18.6 Mutual Agreement to Vary Time Limits

The time limits established in this Article 18 are mandatory in all respects and may not be varied or waived without the mutual agreement of the parties, which agreement shall not be unreasonably denied by either party.

18.7 Policy Grievances

Where a grievance involves a question of general application, the Employer and the Union may agree to by-pass steps 1 and 2.

18.8 Layoff/Recall Grievances

Grievance on layoffs and recalls shall be initiated at step 3 of the grievance procedure.

18.9 Employer's Right to Grieve

The Employer shall have the right to submit any grievance regarding the interpretation of, or violation of, this Agreement to the Executive Officers of the Union. Failing a satisfactory settlement within five (5) working days of submission, the Employer shall have the right, upon giving five (5) working days notice in writing to the Union, to refer the grievance to Arbitration constituted in accordance with Article 19.

18.10 Witnesses During Grievance Procedures

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

ARTICLE 19 – ARBITRATION

19.1 Arbitration

Arbitration may consist of a three (3) member board of arbitration, a single registered arbitrator with the Collective Agreement Arbitration Bureau as established under the Labour Relations Code, or by other generally accepted and mutual agreeable method. However whichever method is chosen it shall only be by mutual agreement between the Union and the Employer, which agreement shall be reached within fourteen (14) calendar days after either party indicates to the other in writing that it is taking the matter to arbitration. Should the parties be unable to agree on which method to use, a single arbitrator shall be used.

If the parties are unable to agree on the method of arbitration to be used and/or the parties are unable to agree upon a single arbitrator within the above fourteen (14) calendar day time period, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint a single arbitrator to hear the matter.

If a three (3) member board is to be used, it shall consist of one (1) member selected by the Employer; one (1) to be selected by the Union; and a third mutually acceptable person who shall act as Board Chair, to be chosen by the Board members so selected having regard to his/her impartiality and his/her qualifications in the interpretation of agreements. In the event that the board members so selected are unable to agree upon selection of the Chairperson within fourteen (14) calendar days after the parties have agreed to use a three (3) member board, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator to chair the arbitration board.

19.2 Arbitrator's Decision Final

The decision of the Board of Arbitration or Arbitrator with respect to an interpretation or alleged violation of this Agreement shall be final and binding upon the parties, but in no event shall the board or arbitrator have the power to alter, modify, or amend the Agreement in any respect.

19.3 Arbitrator's Expenses

Each party shall bear one-half (1/2) of the expenses of the arbitrator or in the case of a three (3) member board each party shall bear the expenses of their appointee and one-half (1/2) of the expenses of the arbitrator.

ARTICLE 20 – TECHNOLOGICAL CHANGE

20.1 Protection Against Job Loss

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

20.2 Notification of Change

Three (3) months before the proposed introduction of any technological change affecting one (1) or more employees, the Employer shall notify the Union in writing of the proposed technological change.

20.3 Technological Displacement

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

20.4 Training Program

- a) After consultation with the Union, the Employer may, instead of releasing an employee due to technological change, retrain the employee for another position for such period of time as the Employer considers necessary, in which case the Employer will assume the cost of such retraining. After the period of training, the employee shall have three (3) months to adapt fully to the new position. Should the employee not adapt to the new position he may then be released by the Employer.
- b) If an employee who is displaced by technological change is retrained for, or takes, a position that is at a lower rate of pay he shall continue to receive the rate of pay for his former position, but shall receive only one-half (1/2) of any pay increases applicable to the new position until his actual rate of pay is the same as that provided for the new position.

20.5 Severance Pay

- a) No regular employee shall be released because of technological change except upon one (1) week's notice with pay for each year of service, to a maximum of four (4) weeks, during which he shall be allowed a maximum of five (5) hours per week with pay for the purpose of job interviews.

- b) Not less than two (2) days prior to the expiration of the period of notice provided for in (a) above, the employee shall notify the Employer in writing as to whether he elects to receive severance pay as provided in Article 20.6, or whether he wishes to be laid off in accordance with Article 15.
- c) If the employee elects to receive severance pay he shall lose all seniority as otherwise provided in Article 15 and, in the event he is rehired by the Employer at a later date, he shall not again be entitled to severance pay as provided for in this Article.
- d) The severance pay payable to an employee pursuant to this Article shall be one (1) month's pay at regular rates for each three (3) years of service completed by the employee as at the date of termination, provided however that the severance pay shall not be less than one (1) months pay nor more than three (3) months pay.

20.6 Layoffs Prior to Technological Change

Notwithstanding any other provision of this Agreement, any employee laid off two (2) months or more prior to the proposed introduction of a technological change shall be deemed not to be affected by the technological change, and therefore shall not be eligible for any benefit prescribed in this Article.

20.7 No New Employees Hired as a Result of Technological Change

No additional employees shall be hired until the Employer has complied with Article 20.4.

ARTICLE 21 – POSTINGS AND STAFFING OF POSITIONS

21.1 Posting

- a) Nothing in Article 21.1 requires the Employer to post a vacancy until it considers a vacancy exists.
- b) When a vacancy occurs or a new position is created, either temporary or permanent, inside of the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on all bulletin boards for a minimum of one (1) week, so that all employees will know about the vacancy or new position. A position shall be posted internally within one (1) week of becoming vacant. All vacant positions shall be posted on bulletin boards prior to being advertised elsewhere. Employee's applications for a vacancy or new position shall be processed, and the applicants interviewed, prior to consideration being given to any other applicant. In the event of any new position being created, or significant changes being made to a position, wages and conditions shall be negotiated.
- c) Where the Employer considers that no vacancy exists or does not intend to fill a vacant position, the Union shall be notified in writing immediately when the position becomes vacant, and the Employer shall advise the Union of the reason why the position will not be filled.

21.2 An employee who is transferred or promoted to an acting or temporary position shall continue to accrue seniority and receive benefits as provided for elsewhere in this agreement. Upon completion of a period of employment in a temporary position, or on an acting basis, an employee shall be returned to his former position and hourly rate.

21.3 Temporary Position

- a) Where a regular employee will be absent, for any reason, from his position for a period in excess of six (6) weeks and if he is going to be replaced during his absence that position shall be deemed to be a temporary vacancy/position for the duration of the absence of the regular employee and shall be posted and filled in accordance with the articles of this agreement.

- b) A temporary position is a position of at least six (6) consecutive weeks duration and shall not exceed five (5) consecutive months except in the case of maternity and parental leave which shall not exceed eighteen (18) consecutive months. When an employee is hired for a temporary position, the employee will be given a letter of appointment, termination date, and all other terms of employment. The period of employment may be extended beyond the five (5) or eighteen (18) consecutive months (as applicable) by mutual agreement between the Union and the Employer. When the five (5) or eighteen (18) consecutive months (as applicable) is exceeded and no extension has been agreed to, the incumbent will be regarded as a regular employee and will be laid off pursuant to the lay-off provisions of this agreement.

21.4 Content of Posting Notice

The notices in Article 21.1 shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Qualifications shall not be established in a discriminatory manner, and all job postings shall state "This position is open to male and female applicants".

21.5 Both parties recognize the principle of promotion within the service of the Employer, and that job opportunity should increase in proportion to length of service. In making staff changes, including transfers and promotions, the applicant with the greatest seniority and having the required qualifications shall be appointed to the new or vacant position within the bargaining unit.

21.6 Promotion/Transfer from Within Bargaining Unit

- a) For outside workers, promotions or transfers from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one (1) week of selection.
- b) For inside workers, promotions or transfers and the filling of jobs from within the bargaining unit shall be dependent on operational requirements.

21.7 Trial Period after Selection

The successful applicant within the bargaining unit shall be notified in accordance with Article 21.5. He shall be given a trial period of two (2) months, during which time he will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared regular after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

21.8 Within seven (7) days of the date of assignment to a new or vacant position, notice of the assignment and the name of the successful applicant shall be sent to each employee who was an applicant, and a copy of the notice shall be posted on all bulletin boards. The Union shall be promptly notified of all promotions, hiring, transfers, layoffs, recalls, and terminations of employees. The Employer shall provide a written explanation and notification of any shortcomings in their qualifications, to all senior internal applicants who are denied a promotion or transfer.

ARTICLE 22 – TRAINING

22.1 On-the-Job Training

Whenever possible the Employer will provide on-the-job training so that employees will have the opportunity to qualify for promotion or transfer when a vacancy arises. Employees shall be given the opportunity to learn the work of higher or equal positions by working with a qualified employee for temporary periods during normal working hours, without affecting the rate of pay of the employees involved, when time is available and a qualified employee is available to instruct the trainee.

22.2 Posting of Training Opportunities

- a) Where general application training courses (e.g. first aid, Superhost, general safety procedures, defensive driving) are to be offered, such opportunities will be posted. Notice of training opportunities shall be posted on bulletin boards for ten (10) days before the deadline for applications, whenever possible, so that interested employees are afforded an opportunity to apply for such training.
- b) Postings will include the nature of the training and those group(s) to whom it is applicable. Selection will be based on individual need, qualifications and seniority.

22.3 Wages and Benefits During Training

- a) For purposes of wages and benefits, time spent on training opportunities provided by the Employer shall be considered as time worked based only on a normal seven (7) or eight (8) hour work day and thirty-five (35) or forty (40) hour work week.
- b) Should an employee participate in a training program there is no overtime for program participation, travel, etc.

22.4 Job Related Professional Development

When approved in writing in advance by the Employer, an employee enrolled in a professional development program or academic course which is directly related to his employment, will be reimbursed in full for the cost of tuition and required text books upon submitting proof of successful completion of the professional development program or course. Should an employee request, funds will be advanced prior to the course commencement of an approved course provided the employee understands that proof of successful completion of the course must be produced or the funds advanced will be deducted from any monies owing the employee.

22.5 Definition – Training/Professional Development

Training is defined as educational or specific skill enhancement opportunity initiated by the Employer and identified as directly job-related. Professional Development is defined as educational or skill enhancement opportunity initiated by the employee and may or may not be directly job-related. Professional Development includes active participation in professional associations.

22.6 Waiving of Posting Procedures

In the event that either a training or professional development opportunity is not going to be posted it shall only be on the following conditions:

- a) that the training or professional development opportunity is specific in nature to only one job; or
- b) that the training or professional development opportunity is only available to one person.
- c) Conferences/Workshops

The Employer will from time-to-time, without posting, ask employees to participate/attend a variety of conferences, seminars or workshops within their normal scope of work provided no recognized certificate or certification is involved.

ARTICLE 23 – JOB DESCRIPTIONS AND CLASSIFICATIONS

23.1 Job Descriptions

The Employer shall maintain current job descriptions for all bargaining unit jobs classified under Schedules "A" and "B". In the event the Employer creates a new bargaining unit position, or an existing bargaining unit position is changed, the Employer shall forward a new or changed job description (as applicable) to the Union for its review and comment. The Union shall be given thirty (30) calendar days in which to review the new/changed job description and provide its comments to the Employer, after which the Employer will finalize the description.

23.2 Joint Classification Committee

A Joint Classification Committee will be established consisting of two (2) representatives of the Employer and two (2) representatives of the Union to:

- a) negotiate the classification/reclassification of new and/or changed bargaining unit positions under Articles 23.3 and 23.4 below; and
- b) to negotiate the elimination or changes to the classification system for bargaining unit positions under Article 23.5.

23.3 New Bargaining Unit Positions

In the event the Employer establishes any new position for which the Union is bargaining agent, the classification and wage rate for the new position shall be established by the Employer and written notice shall be given to the Union and shall be posted on all bulletin boards for a minimum of seven (7) calendar days, so that all employees will be aware of the new position. Unless written notice to negotiate and resolve the classification and wage rate is given to the Employer by the Union within thirty (30) calendar days after the original notice by the Employer, such classification and wage rate shall be considered as agreed to. In the event the parties are unable to resolve the dispute, then it shall be submitted to the grievance and arbitrations procedures beginning at step 3. The wage rate shall then be considered retroactive to the date the incumbent filled the new position.

23.4 Changed Bargaining Unit Positions

When the duties of any position for which the Union is bargaining agent are changed or increased, or where the Union or an employee feels he is unfairly or incorrectly classified, or the Employer desires to make a change in an existing classification, the classification and/or wage rate, the matter shall be subject to negotiation between the parties. If the parties are unable to agree on the reclassification and/or wage rate of the position in question, the matter shall be submitted to the grievance procedure beginning at step 3. The reclassification and/or wage rate shall then be considered retroactive to the date the complaint was submitted in writing, concerning the change in the duties of the positions.

23.5 Existing Classifications

Existing classifications shall not be eliminated or changed without prior agreement with the Union. If the Union objects to the elimination or change of the classification, the matter shall be referred to the Joint Classification Committee. If the Committee is unable to resolve the difference, then the matter shall be referred to the grievance procedure beginning at step 3.

ARTICLE 24 – CHANGES IN AGREEMENT

24.1 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the term of this Agreement. Such changes shall be made in a Letter of Agreement signed by the Employer and the Union.

ARTICLE 25 – COPIES OF AGREEMENT

25.1 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the employee's rights and obligations under it.

25.2 Within thirty (30) days of the signing of this Agreement the Employer shall, at its cost, print sufficient copies of the Agreement, and shall distribute such copies to each existing employee and to each new employee at the time of hiring.

ARTICLE 26 – GENERAL PROVISIONS

26.1 Employees shall receive adequate and proper instruction and training from qualified personnel.

26.2 The Employer shall notify the Union of any reports or recommendations made to Council dealing with conditions of employment.

26.3 An employee shall have the right, during normal working hours, to have access to and review his personnel file and records in accordance with the Freedom of Information and Privacy Act. Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure, and the eventual resolution thereof shall become part of the employee's file.

26.4 Sexual Harassment

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. Therefore, the Union and the Employer agree to co-operate in resolving any complaints of sexual harassment which may arise in the work place.

26.5 Suitable Employment for Ill or Injured Employee

Where an employee is unable, through injury or illness, to perform his normal duties the Employer will attempt to provide him with alternate suitable employment, and the employee shall not unreasonably refuse to accept such employment.

26.6 Correspondence Between Employer and Union

- a) All correspondence between the Employer and the Union relating to matters covered by this Agreement shall be addressed to the President of Local 2262, and shall be hand delivered to an officer of Local 2262 or shall be mailed to the Union at its current postal address.
- b) A copy of any correspondence between the Employer and an employee relating to matters covered by this Agreement shall be forwarded to the Union in the manner set out in (a) above.

26.7 No Conflicting Agreements

No employee shall be required to make a written or verbal agreement with the Employer or its representative which conflicts with the terms of this Agreement.

ARTICLE 27 – PLURAL AND FEMININE TERMS

27.1 Wherever singular or masculine terms are used in this Agreement it shall be considered as if the plural or feminine terms had been used where the context of the Agreement so requires.

ARTICLE 28 – TERM OF AGREEMENT

28.1 This Agreement shall be in effect as at March 1, 2019 and shall remain in effect until August 31, 2023 but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other within four (4) months but not less than two (2) months immediately preceding the last day of August 31, 2023.

- a) If notice is not given as provided for in Article 28.1(a), this Agreement shall remain in effect until terminated by either party upon notice in writing given within four (4) months but not less than two (2) months immediately preceding the date of termination stated in the notice.
- b) Either party may, within the period of four (4) months immediately preceding the date of expiry of this Agreement, by written notice require the other party to commence collective bargaining.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

Dated this 24th day of April, 2019.

Signed on behalf of:

Signed on behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2262

CITY OF CASTLEGAR

SCHEDULE 'A'
HOURLY RATES FOR OUTSIDE EMPLOYEES

CLASSIFICATION	CURRENT	01-Mar-19 2.1%	01-Mar-20 2%	01-Mar-21 2%	01-Mar-22 2%
Labourer	\$ 29.50	\$ 30.12	\$ 30.72	\$ 31.34	\$ 31.96
Labourer/Truck Driver	\$ 30.03	\$ 30.66	\$ 31.27	\$ 31.90	\$ 32.54
Light Equipment Operator	\$ 30.60	\$ 31.24	\$ 31.87	\$ 32.50	\$ 33.15
Heavy Equipment Operator	\$ 31.81	\$ 32.48	\$ 33.13	\$ 33.79	\$ 34.47
Maintenance Man: - Parks - Streets - Water & Sewer	\$ 31.81	\$ 32.48	\$ 33.13	\$ 33.79	\$ 34.47
Helper: - Treatment Plant Operator - Water & Sewer	\$ 31.81	\$ 32.48	\$ 33.13	\$ 33.79	\$ 34.47
Mechanic's Helper/Welder	\$ 32.46	\$ 33.14	\$ 33.80	\$ 34.48	\$ 35.17
Treatment Plant Operator 1	\$ 33.01	\$ 33.70	\$ 34.38	\$ 35.06	\$ 35.77
Carpenter	\$ 33.10	\$ 33.80	\$ 34.47	\$ 35.16	\$ 35.86
Mechanic	\$ 33.10	\$ 33.80	\$ 34.47	\$ 35.16	\$ 35.86
Treatment Plant Operator 2	\$ 33.66	\$ 34.37	\$ 35.05	\$ 35.76	\$ 36.47
Journeyman/Tradesman: - Carpenter - Mechanic	\$ 34.77	\$ 35.50	\$ 36.21	\$ 36.93	\$ 37.67
Working Foreman: - Chief Treatment Plant Operator - Mechanical Shop - Roads & Parks - Water & Sewer	\$ 35.70	\$ 36.45	\$ 37.18	\$ 37.92	\$ 38.68
Working Foreman/Coordinator	\$ 39.12	\$ 39.94	\$ 40.74	\$ 41.56	\$ 42.39

SCHEDULE 'B'
HOURLY RATES FOR INSIDE EMPLOYEES

CLASSIFICATION	CURRENT	01-Mar-19 2.1%	01-Mar-20 2%	01-Mar-21 2%	01-Mar-22 2%
Office Clerk 1: - Receptionist	\$ 29.50	\$ 30.12	\$ 30.72	\$ 31.34	\$ 31.96
Office Clerk 2: - Secretary-Receptionist	\$ 30.05	\$ 30.68	\$ 31.29	\$ 31.92	\$ 32.56
Office Assistant	\$ 30.19	\$ 30.82	\$ 31.44	\$ 32.07	\$ 32.71
Bylaw Enforcement Officer	\$ 30.50	\$ 31.14	\$ 31.76	\$ 32.40	\$ 33.05
Accounting Clerk 1 Planning Clerk	\$ 30.69	\$ 31.33	\$ 31.96	\$ 32.60	\$ 33.25
Office Clerk 3: - Development Services Clerk - RCMP Clerk	\$ 31.85	\$ 32.52	\$ 33.17	\$ 33.83	\$ 34.51
Finance Clerk	\$ 32.25	\$ 32.93	\$ 33.59	\$ 34.26	\$ 34.94
Accounting Clerk 2: - Accounts Payable/Payroll Clerk	\$ 33.33	\$ 34.03	\$ 34.71	\$ 35.40	\$ 36.11
Office Clerk 4: - Senior RCMP Clerk	\$ 33.33	\$ 34.03	\$ 34.71	\$ 35.40	\$ 36.11
Computer Operator	\$ 33.33	\$ 34.03	\$ 34.71	\$ 35.40	\$ 36.11
Building Official – Uncertified	\$ 35.12	\$ 35.86	\$ 36.57	\$ 37.31	\$ 38.05
Building Official – Level 1	\$ 36.83	\$ 37.60	\$ 38.36	\$ 39.12	\$ 39.91
Engineering Technician	\$ 39.83	\$ 40.67	\$ 41.48	\$ 42.31	\$ 43.16
Planning Technician	\$ 39.83	\$ 40.67	\$ 41.48	\$ 42.31	\$ 43.16
Planning Technician II	\$ 42.92	\$ 43.82	\$ 44.70	\$ 45.59	\$ 46.50
Data Systems Coordinator	\$ 42.92	\$ 43.82	\$ 44.70	\$ 45.59	\$ 46.50
Planner	\$ 45.86	\$ 46.82	\$ 47.76	\$ 48.71	\$ 49.69
Building Official – Level II/III	\$ 45.86	\$ 46.82	\$ 47.76	\$ 48.71	\$ 49.69

SCHEDULE "C"

1. Light Equipment

The following equipment shall be classed as light equipment for the purposes of this Agreement:

- a) truck, with or without sander or snowplow attachments, and Hiab hoist truck when hoist not used;
- b) rackless snowblower/sweeper;
- c) loader, up to and including one and one-half (1-1/2) cubic yard bucket capacity;
- d) tractor, farm type;
- e) skid steer loader and accessories; and
- f) hustler.

2. Heavy Equipment

The following equipment shall be classed as heavy equipment for the purposes of this Agreement:

- a) backhoe;
- b) grader;
- c) hiab hoist truck when hoist is used;
- d) loader, with bucket capacity in excess of one and one-half (1-1/2) cubic yards, whether used with bucket, plow, or other attachments;
- e) street sweeper;
- f) vactor sewer eductor truck;
- g) excavator;
- h) tandem truck – with or without sander or snowplow attachments; and
- i) heavy equipment trailer.

LETTER OF UNDERSTANDING #1

between

CITY OF CASTLEGAR

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2262

RE: Winter Shift – Supplementary Light Equipment Operators

- a) The City may hire four (4) additional light equipment operators between November 1, and March 15th of each year, to supplement the winter operations. These Supplementary Light Equipment Operators shall work, on call, up to 40 hours per week per employee inclusive of Saturday and Sunday and receive no shift differential or overtime.
- b) Winter Operations Night Shift. In the event that the number of qualified regular employees who normally perform the work and are willing to work winter operations night shift are insufficient to cover at least fifty percent (50%) of the shifts, the Supplementary Light Equipment Operators will fill a minimum of fifty percent (50%) of the shifts, providing the time limits are not exceeded (i.e. forty (40) hours per week), nor is any shift differential payable. The Supplementary Light Equipment Operator will normally operate light equipment during their scheduled night shift.
- c) Employees hired as Supplementary Light Equipment Operators shall be hired for a specific term and shall not accumulate working days towards Temporary Employee status, Article 3.4, from one term to the next.


DATED THIS 24th DAY OF April, 2019.


SIGNED ON BEHALF OF:

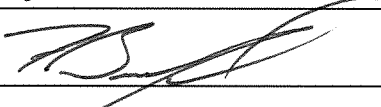
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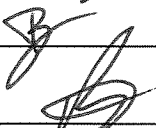
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2262


CITY OF CASTLEGAR




















LETTER OF UNDERSTANDING #2

between

CITY OF CASTLEGAR

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2262

RE: Hours of Work

It is agreed that between March 1 and October 15 that the hours of work for street sweeping and pavement repair may be changed to provide a start time up to three (3) hours earlier than normal. Such change will be by mutual agreement and shall not result in overtime as a result of the earlier start time. Break times shall be modified to coincide with the amended start time.

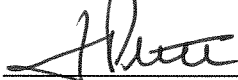
DATED THIS 24th DAY OF April, 2019.


SIGNED ON BEHALF OF:


SIGNED ON BEHALF OF:

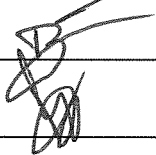
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2262


CITY OF CASTLEGAR




















LETTER OF UNDERSTANDING #3

between

CITY OF CASTLEGAR

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2262

RE: Supported Employment Program – Miss Rachel Gutwald

The City of Castlegar and CUPE Local 2262 agree that the City may enter into an agreement with the Kootenay Society for Community Living in order to provide an office placement for their client, Miss Rachel Gutwald. Such placement shall be for a period of 2 (two) hours per week, each week and shall involve Miss Gutwald performing only the following tasks:

- watering plants;
- removal of outdated information on bulletin boards;
- organizing and tidying magazine racks;
- organizing and tidying upstairs storage room;
- collection of recycling materials;
- emptying of recycling boxes;
- tidying of coffee room/conference room areas;
- assist with decorating City Hall for special events.

The City confirms that Miss Gutwald will not perform any bargaining unit work.

Miss Gutwald will not be a City employee, however, the City will compensate either Miss Gutwald, or Kootenay Society for Community Living on behalf of Miss Gutwald, at the BC Minimum Wage, for assisting with the above tasks.

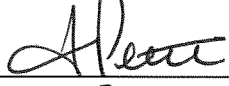
DATED THIS 24th DAY OF April, 2019.


SIGNED ON BEHALF OF:


SIGNED ON BEHALF OF:


CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2262


CITY OF CASTLEGAR










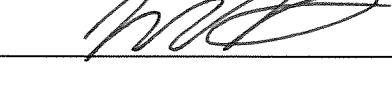












LETTER OF UNDERSTANDING #4

between

THE CITY OF CASTLEGAR

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2262

RE: Trades Qualification Premium

Employees who are employed in the positions noted below and provide proof of possessing the trades qualifications noted, shall be entitled to a Trades Qualification Premium of \$1.40 per hour in addition to the wage provided for in Schedule "A" of the Collective Agreement.

Position	Trades Qualification
Journeyman Carpenter	Journeyman Carpenter Trades Qualification
Journeyman Mechanic	Journeyman Heavy Duty Mechanic Trades Qualification
Mechanical Shop Foreman	Journeyman Heavy Duty Mechanic Trades Qualification

This wage premium will become effective commencing at the start of the first pay period following the signing of this Letter of Understanding.


DATED THIS 24th DAY OF April, 2019.


SIGNED ON BEHALF OF:


SIGNED ON BEHALF OF:

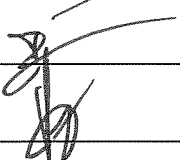
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2262


CITY OF CASTLEGAR




















LETTER OF UNDERSTANDING #5

between

THE CITY OF CASTLEGAR

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2262

RE: Nelson Cordeiro Apprenticeship

As much as operationally possible, the Employer shall provide Mr. Cordeiro with work in the Carpenter's trade in order to assist him in achieving trades qualification in that trade. For its part, the Union shall waive provisions of the agreement that might limit Mr. Cordeiro's ability to maximize his work in the trade towards that end. Until such time as Mr. Cordeiro achieves such certification, he will be paid at his current rate. It is understood that Mr. Cordeiro may not be employed by the City as a journeyman carpenter when he achieves his certification.


DATED THIS 24th DAY OF April, 2019.


SIGNED ON BEHALF OF:


SIGNED ON BEHALF OF:


CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2262


CITY OF CASTLEGAR







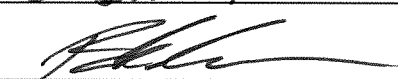















LETTER OF UNDERSTANDING #6

between

THE CITY OF CASTLEGAR

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2262

RE: Exempt Employees Performing Bargaining Unit Work

When exempt employees perform bargaining unit work in the future, it will not directly result in a reduction of the previously scheduled straight-time hours for those bargaining unit employees who are actually working when such work is performed.


DATED THIS 24th DAY OF April, 2019.


SIGNED ON BEHALF OF:


SIGNED ON BEHALF OF:


CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2262


CITY OF CASTLEGAR




















LETTER OF UNDERSTANDING #7

between

THE CITY OF CASTLEGAR

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2262

RE: Tools

It is agreed that those employees working in the classifications of Mechanical Shop Foreman, Journeyman Mechanic and Mechanic shall receive \$1000 annually for the use of their personally owned tools, provided their tools are onsite, in good repair and sufficient to carry out their full duties.

The Employer shall pay for replacement of broken tools. The Employer shall maintain insurance to cover the loss of employees' tool inventory due to fire, theft or vandalism. Tools shall be inventoried by either list or photograph for this purpose and shall be covered to the full extent of the cost of replacement to a maximum of \$50,000.00.


DATED THIS 24th DAY OF April, 2019.


SIGNED ON BEHALF OF:


SIGNED ON BEHALF OF:


CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2262


CITY OF CASTLEGAR

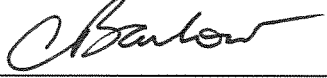





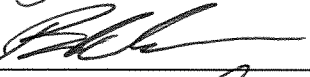















LETTER OF UNDERSTANDING #8

Between

CITY OF CASTLEGAR

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2262

RE: Flexible/Modified Work Week (Inside Workers)

The Parties agree that a Modified Work Week Program (the Program) will be implemented following ratification of this agreement for a one-year trial period. The parties acknowledge that for the program to be successful, flexibility will need to be a priority.

The Program will be cost neutral and cannot create operational hardships for the City.

Each written request for flexible hours will be considered case by case basis.

Flexible/Modified Work Week hours is a system designed to accommodate the individual preferences and needs of employees while at the same time ensuring the efficient operation of the Employer's services.

Flexible/Modified Work Week hours will be implemented only after mutual agreement is secured between the employee who wishes the flexible hours of work and the Employer. A written request for flexible hours of work shall not be unreasonably denied. The terms of the flexible time shall be in writing and approved by the Department Head, Chief Administrative Officer, and the employee requesting the Program.

With thirty (30) days' notice, either party may terminate this Letter of Understanding. This Letter of Understanding will become effective upon the date of signing by the parties

DATED THIS 24th DAY OF April, 2019.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2262

CITY OF CASTLEGAR

