

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF TRAIL



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087**

CUPE / Canadian Union
of Public Employees

March 1, 2024 – February 28, 2027

TABLE OF CONTENTS

PREAMBLE.....	8
ARTICLE 1 – UNION RECOGNITION.....	9
1.1 Union Sole Bargaining Agency.....	9
1.2 No Other Agreements.....	9
1.3 Members in Good Standing	9
1.4 No Strikes or Lockouts.....	9
1.5 Union Bulletin Boards	9
1.6 Labour Management Committee.....	9
1.7 Union General Grievance Committee	10
1.8 Shop Stewards.....	10
1.9 Contracting Out	10
1.10 Managerial Exclusions.....	11
ARTICLE 2 – EMPLOYER RIGHTS.....	13
2.1. Management and Direction of Workforce	13
2.2 Rules and Regulations	13
2.3 Communications – Rules and Regulations	13
2.4 Managerial Selections	13
ARTICLE 3 – DEFINITIONS.....	14
3.1 Regular Full-Time Employees	14
3.2 Regular Full -Time Employees - 65 years or older.....	14
3.3 Regular Part-Time Employees	14
3.4 Seasonal Employee	14
3.5 Summer Students.....	14
3.6 Casual Employees	15
3.7 Temporary Employees.....	15
3.8 Service Date	15
3.9 Week.....	15
3.10 Month.....	16
3.11 Year	16
ARTICLE 4 – UNION CHECK-OFF ON INDUCTION.....	17
4.1 Monthly Check-Off.....	17
4.2 Union Deductions – Conditions of Employment	17
4.3 List of Employees – Union Deductions	17
4.4 New Employee Acquaintance	17
ARTICLE 5 – UNION TIME OFF	18
5.1 Time Spent	18
5.2 Time Off to Union Officers	18

5.3	Meeting and Investigations	18
5.4	Leave of Absence – Union Business.....	18
5.5	Leave of Absence – Collective Bargaining	19
5.6	Leave of Absence – Union Officers and Members	19
ARTICLE 6 – HOURS OF WORK.....		20
6.1	Regular Working Week	20
6.2	Hours of Work Variation – Mutual Agreement	20
6.3	Hours of Work – Schedule “A” and “B” Employees.....	20
6.4	Parks & Recreation Facilities – Hours of Work Schedule “D”	21
6.5	Rest Break.....	21
6.6	Posted Schedule – Shift Work	21
6.7	Four by Four (4x4) Shift	22
6.8	Statutory Holidays For Shift Work.....	23
6.9	Shift Work Departments/Posted Schedules	23
6.10	Shift Preference	23
6.11	Public Works Shifts.....	23
6.12	Eating Allowance for Extended Hours	24
6.13	Rest Between Change of Shifts	24
6.14	Running Lunch.....	24
ARTICLE 7 – WAGES		25
7.1	Basic Wages	25
7.2	Police Clerk – Schedule “B”	25
7.3	Relieving in Higher – Rated Positions.....	25
7.4	Dirt Pay	25
7.5	Lead Hand	26
7.6	Confined Space Pay.....	26
7.7	Premiums	26
7.8	Tool Allowance.....	27
7.9	Training Allowance.....	27
ARTICLE 8 – OVERTIME AND CALL-OUT		28
8.1	Overtime Defined	28
8.2	Overtime Paid Rate	28
8.3	Accumulation of Overtime.....	28
8.4	Statutory Holiday and Continuous Shift Employees.....	29
8.5	Banked Time Use	29
8.6	Overtime Call Out Procedure.....	29
8.7	On Call/Call Out	29
8.8	Call Out Rest Period	31

ARTICLE 9 – STATUTORY HOLIDAYS	32
9.1 Statutory Holidays.....	32
9.2 Rate of Pay.....	32
9.3 Event of Illness	32
9.4 Employees Who Have Not Obtained Seniority	32
9.5 Employee's Choice.....	33
9.6 Work on a Statutory Holiday	33
9.7 Saturday/Sunday.....	33
9.8 Scheduled Day Off	33
9.9 Vacation	33
ARTICLE 10 – VACATION LEAVE.....	34
10.1 Vacation Entitlements.....	34
10.2 Vacation – Absent from Work.....	34
10.3 Vacation and WorkSafeBC Benefits.....	34
10.4 Anniversary – Vacation Completion	34
10.5 Vacation – 2 or more Employees	35
10.6 Vacation – Employee Discretion	35
10.7 Vacation Pay – Computation	35
10.8 Scheduling Vacations.....	35
ARTICLE 11 – EMPLOYEE BENEFITS.....	36
11.1 Municipal Pension Plan	36
11.2 Group Life Insurance/A.D.&D	36
11.3 Medical and Extended Health Benefit Plan	36
11.4 Optical Plan	36
11.5 Dental Plan.....	37
11.6 Prescription Safety Glasses	37
11.7 Long Term Disability.....	38
11.8 Employee and Family Assistance Program.....	38
11.9 Prescription Cards	38
11.10 EI Premium.....	38
11.11 Definition of Sick Leave	38
11.12 Sick Leave Credit.....	39
11.13 Sick Leave Pay	39
11.14 Sick Leave Records.....	39
11.15 Proof of Illness.....	39
11.16 Sick Leave During Leave of Absence.....	39
11.17 Sick Leave – Lay-Off and Recall	39
11.18 Sick Leave – Recalled Employees	40
11.19 Continuation of Benefits – Laid Off Period.....	40

11.20 WorkerSafe BC Compensation Pay Supplement	40
11.21 Duty to Accommodate	41
11.22 Sick Leave Payout – Retirement	41
11.23 Medical Care Leave – Sick Leave Deduction	41
ARTICLE 12 – LEAVE OF ABSENCE.....	42
12.1 Bereavement Leave.....	42
12.2 Pallbearer Leave	42
12.3 Jury Duty or Witness	42
12.4 Educational Leave	42
12.5 Emergency Leave.....	42
12.6 Family Care Leave – Sick Leave Deduction.....	43
12.7 Marriage Leave	43
12.8 Pregnancy and Parental Leave	43
12.9 Leave Without Pay	45
12.10 Domestic Violence Leave	45
ARTICLE 13 - PROBATION	47
13.1 Term of Probation	47
13.2 Effective Date of Seniority	47
ARTICLE 14 – SENIORITY.....	48
14.1 Definition.....	48
14.2 Promotions/Demotions	49
14.3 Transfers	50
14.4 Special Skills Transfers	51
14.5 Loss of Seniority.....	52
14.6 Seniority Lists	53
ARTICLE 15 – LAY-OFF, BUMPING, RECALL.....	54
15.1 Seniority and Lay-Off.....	54
15.2 Certification and Lay-Off	54
15.3 Recognition of Union Officers During Lay-Off	54
15.4 Notification of Lay-off	54
15.5 Overtime During Laid Off.....	54
15.6 Recall	55
15.7 Failure to Return After Recall	55
ARTICLE 16 – SAFETY AND HEALTH.....	56
16.1 Personal and Protective Equipment and Clothing	56
16.2 Safety Hard Hats.....	57
16.3 Safety Gloves.....	57
16.4 Safety Boots	57
16.5 Ear Protection	58

16.6	Safety Glasses.....	58
16.7	Joint Occupational Health and Safety Committee.....	58
16.8	First Aid Attendant	59
16.9	Clothing Allowance	59
ARTICLE 17 – GRIEVANCE PROCEDURE.....		60
17.1	Grievance Procedure and Steps.....	60
17.2	Replies in Writing	60
17.3	Mutual Agreement to Vary Time Limits	60
17.4	Policy Grievance.....	61
17.5	Access to Personnel Files	61
17.6	Personnel Records.....	61
ARTICLE 18 – ARBITRATION.....		62
18.1	Appointment of Arbitrator	62
18.2	Arbitrator's Decision	62
18.3	Arbitrator Expenses.....	62
ARTICLE 19 – TECHNOLOGICAL CHANGE		63
19.1	Protection Against Job Loss	63
19.2	Notification of Changes.....	63
19.3	Presentation to Council.....	63
19.4	Technological Displacement	63
19.5	Training Programs.....	63
19.6	Severance Pay	63
19.7	Lay-Offs Prior to Technological Change.....	64
19.8	No New Employees Hired as a Result of Technological Change	64
ARTICLE 20 – POSTINGS AND STAFFING OF POSITIONS.....		65
20.1	Notification and Posting	65
20.2	Temporary Vacancy.....	65
20.3	Content of Posting Notice	65
20.4	Processing and Filling of Vacancies/Appointments	65
20.5	Qualifying Period.....	66
ARTICLE 21 – TRAINING AND DEVELOPMENT.....		67
21.1	Job Training Opportunities.....	67
21.2	Training Sub-Committee	67
21.3	Training Costs.....	67
ARTICLE 22 – JOB DESCRIPTION/CLASSIFICATION.....		68
22.1	Written Objections	68
22.2	Notice of New Position.....	68
22.3	Changes in Classification.....	68
22.4	Reclassification	68

22.5 Existing Classifications	68
ARTICLE 23 – AQUATIC & LEISURE CENTRE EMPLOYEES	70
23.1 Articles Precedent	70
23.2 Definitions	70
23.3 Benefits – Lifeguard, Cashier/Receptionist, Waterslide Attendant	71
23.4 Hours of Work – Lifeguard, Cashier/Receptionist, Waterslide Attendant.....	71
23.5 Overtime Hours and Pay – Lifeguard, Cashier/Receptionist, Waterslide Attendant 72	
23.6 Job Training – Lifeguard and Waterslide Attendant.....	72
23.7 Seniority – Lifeguard, Cashier/Receptionist, Waterslide Attendant	73
23.8 Staff Attire – Lifeguard and Waterslide Attendant.....	74
23.9 Shift Changes – Lifeguard, Cashier/Receptionist, Waterslide Attendant.....	74
23.10 Relieving in Other Positions.....	75
23.11 Day in Lieu – Full-Time Aquatic Centre Employees	75
ARTICLE 24 – CHANGES IN AGREEMENT	76
ARTICLE 25 – COPIES OF AGREEMENT	77
ARTICLE 26 – GENERAL PROVISIONS.....	78
26.1 No Intimidation or Discrimination – Union Activities.....	78
26.2 Harassment and Discrimination	78
26.3 Sexual Harassment.....	78
26.4 Processing Complaints.....	78
26.5 City Equipment and Property	79
26.6 Badges and Insignia	79
26.7 Legal Costs for Employee.....	79
26.8 Employment Abandonment.....	79
26.09 Union List of Officers.....	79
26.10 City Information to Union	80
ARTICLE 27 – TERM OF AGREEMENT	81
SCHEDULE "A" HOURLY RATE	82
OUTSIDE AND ARENA EMPLOYEES	82
SCHEDULE "B" HOURLY RATE	83
INSIDE EMPLOYEES	83
SCHEDULE "C" HOURLY RATE.....	84
AQUATIC EMPLOYEES	84
SCHEDULE "D"	85
LETTER OF UNDERSTANDING #1	87
RE: Hours of Work – Office and Support Staff - Modified Work Week	87
LETTER OF UNDERSTANDING #2	90
RE: Trail Aquatic and Leisure Centre Employee Passes (TALC)	90

LETTER OF UNDERSTANDING #3	91
RE: RCMP Part-Time Disclosure Clerk	91
LETTER OF UNDERSTANDING #4	93
RE: Janitorial Services – Trail Aquatic and Leisure Centre.....	93
LETTER OF UNDERSTANDING #5	95
RE: Airport Operations Specialist	95
LETTER OF UNDERSTANDING #6	96
RE: Hours of Work – Heat Events	96
LETTER OF UNDERSTANDING #7	97
RE: Mountain View Cemetery Travel Expense - Approved Leaves	97
LETTER OF UNDERSTANDING #8	98
RE: TALC Head Guard Posting – Article 20.1	98

PREAMBLE

Whereas it is the desire of both parties to this Agreement:

- a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- c) To encourage efficiency in operation.
- d) To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.
- e) Both parties agree to act in a fair and reasonable manner.

ARTICLE 1 – UNION RECOGNITION

1.1 Union Sole Bargaining Agency

The City recognizes the Union as the exclusive bargaining agent for the purpose of conducting collective bargaining on all matters pertaining to rates of pay, hours of work, and all other working conditions, as long as the Union retains its right to conduct collective bargaining on behalf of the employees of the City under the provisions of the Labour Relations Code.

1.2 No Other Agreements

No Employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement. No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

1.3 Members in Good Standing

All employees of the City who are Union members, as a condition of employment, shall remain members in good standing of the Union according to the constitution and bylaws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment. The Union will hold the City blameless for any necessary action under this article.

1.4 No Strikes or Lockouts

There shall be no strikes or lockouts during the length of this Agreement in accordance with the Labour Relations Code.

1.5 Union Bulletin Boards

The City agrees that the Union shall have the right to maintain a bulletin board(s) 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 postings and reports of the Union.

1.6 Labour Management Committee

- a) A Labour-Management Committee (LMC) shall be established, comprised of three (3) representatives of the Union and three (3) representatives of the City. The LMC objectives shall be to discuss matters which may arise out of

this agreement and which are not of a grievance nature. The Committee shall meet a minimum two (2) times per year and additional meetings may be called when mutually agreed by both parties.

- b) Meetings of the LMC shall be held during work hours and attendance at meetings of the LMC shall be time worked.
- c) If either party wishes to request a meeting of the LMC, that party will provide proposed items including supporting rationale for the agenda to the other party who will advise whether a meeting is necessary. When a meeting is mutually agreed upon, either party can add items and supporting rationale to the agenda no later than seven (7) calendar days prior to the scheduled date of the meeting.
- d) Minutes of the meetings of the LMC shall be posted within seven (7) calendar days in bulletin boards throughout the workplace, after such minutes have been approved by the LMC.

1.7 Union General Grievance Committee

The Union shall appoint and maintain a Committee to be called the "General Grievance Committee" comprised of persons who are employees of the City and/or a Representative of the Canadian Union of Public Employees. The Union shall inform the City of the individual membership of the Committee.

1.8 Shop Stewards

The City agrees that the Union shall have the right to appoint or elect Union Stewards in each department of the City as required by the Union, and the Union agrees to advise the City, in writing, of these appointments.

1.9 Contracting Out

Except as proved 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.

- a) "Contracting Out" shall be included as a standing agenda item for Labour Management Committee meetings with a minimum of two (2) meetings

being held a year, to discuss known routine work or services expected to be contracted out.

When the Employer intends to contract out routine work outside of the Labour Management Committee meetings, the Employer shall provide the Union reasonable notice of their intentions and engage meaningful consultation.

- b) When requested by the Union, the Employer will provide relevant information to show that the contracting out is:
1. At a lower cost, exceeding 15% savings to the City, based on internal costs associated with labour (wages and overhead), equipment and materials; or
 2. Significantly more effective

If within ten (10) working days, the Union disputes the conclusions in 1.9 b), 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

All disputes arising out of the application of this Article will be resolved beginning at Step 3 of the grievance procedure.

In no case shall the contracting out result in the lay-off or the failure to recall a regular employee who is on lay-off.

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 Managerial Exclusions

Without restricting the generality of the foregoing sections, it is agreed that the following position(s) shall be excluded from the terms of this Agreement:

Chief Administrative Officer

General Manager of Corporate Services

Chief Financial Officer

General Manager of Municipal Services

Manager of Legislative Services
Deputy Director of Finance
Senior Financial Analyst
Communications and Events Manager
Utilities Manager (Superintendent)
Grounds and Roads Manager (Superintendent)
Purchasing and Mechanical Manager (Superintendent)
Manager of Parks and Recreation
Facilities Maintenance Manager
Airport Manager
Information Systems Coordinator
Museum, Archives and Visitor Centre Manager
Recreation Program Coordinator
Executive Assistant

ARTICLE 2 – EMPLOYER RIGHTS

2.1. Management and Direction of Workforce

The Management of the City's business, the promotion, demotion and discharge for proper cause and the direction of the working forces including the hiring is vested exclusively in the City except as may be otherwise specifically provided in this Agreement.

2.2 Rules and Regulations

The Union agrees that the City has the right to make and alter from time to time, as the necessity arises, rules and regulations to be observed by all employees, which rules, regulations and/or amendments shall not be inconsistent with the provisions of this Agreement.

2.3 Communications – Rules and Regulations

All rules, regulations and/or amendments shall be communicated in writing to the Union.

2.4 Managerial Selections

The selection of Managerial/Supervisory personnel shall be entirely a matter for the discretion of the City.

ARTICLE 3 – DEFINITIONS

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 Full -Time Employees - 65 years or older

A regular full-time employee - 65 years or older is any regular full-time employee who chooses to work beyond the age of 65 years old. These employees accumulate seniority and benefits except for those benefits which third party carriers will not provide. Where the carrier will provide benefits but the premium costs exceed the rates paid for employees under the age of 65, the employee, if they choose to continue with the coverage, must pay the difference in premium costs directly.

3.3 Regular Part-Time Employees

A regular part-time employee is one who works regularly scheduled shifts but does not work the scheduled hours of a full-time employee. These employees accumulate seniority based on hours worked and are entitled to all benefits outlined in this Agreement on a prorata basis where applicable, except as otherwise stated herein.

3.4 Seasonal Employee

Employees hired for work of a seasonal nature. Seasonal work is differentiated from casual or temporary work in the sense that seasonal work is continuous but limited to a specific season (ie: summer or winter). Seasonal work is differentiated from regular part-time work in the sense that, during a designated season, the work is performed on a full-time basis. Following the qualifying period, seniority shall accrue from the service date for the purpose of lay-off and recall only, except as otherwise stated in Article 14.1 (d).

3.5 Summer Students

A Student Employee shall mean employees hired for a specific period of time not to exceed twenty (20) weeks in one calendar year but may be extended on the mutual agreement of the parties. They shall not accumulate seniority or be entitled to any benefits or posting privileges and will be paid according to Schedule "B" of this Agreement.

The City may hire up to six (6) summer students for general duty work unless the parties mutually agree to hire additional Summer Students. Summer Student positions are casual in nature and as such, the City may hire, dismiss or lay-off summer students as deemed appropriate.

Students will be hired for general duty work as described in the job description, agreed to by both parties.

Employees hired in summer casual positions in the Parks, Recreation and Cultural Department Programs and Visitor Centre are exempt from membership in CUPE 2087.

3.6 Casual Employees

Casual employees are defined as individuals who are employed for short periods of time to a maximum of twenty (20) continuous working days, which may be extended on mutual agreement of the Parties. Casual employees shall not be entitled to seniority and other benefits unless otherwise specified in this agreement. The Union shall be notified on a monthly basis of any new individuals hired as casual employees.

3.7 Temporary Employees

Employees hired for a specific period of time (not to exceed five (5) consecutive months), in any one (1) year. These employees shall accumulate seniority and other benefits of this Agreement, except Article 11 – Employee Benefits and Sick Leave Benefits, Articles 11.1, 11.2, 11.3, 11.4, 11.5 and 11.7.

Where a temporary employee has been hired to replace a regular full-time employee who is away from work due to illness, injury, pregnancy or parental leave, or other approved leave, the temporary employee's term will be extended to match the absence where deemed necessary by the City and in this respect may exceed five (5) consecutive months.

3.8 Service Date

Referred to in this Agreement shall mean first day hired.

3.9 Week

Shall mean the regular working week for employees as per Article 6 – Hours of Work.

3.10 Month

Shall mean a period of thirty (30) or thirty-one (31) days except the month of February which shall be twenty-eight (28) or twenty-nine (29) days of each leap year.

3.11 Year

Shall mean a period of twelve (12) months from one given date to another.

ARTICLE 4 – UNION CHECK-OFF ON INDUCTION

4.1 Monthly Check-Off

The City agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees, and written Assignments of amounts equal to Union Dues.

4.2 Union Deductions – Conditions of Employment

The City 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 in which such deductions are made.

4.3 List of Employees – Union Deductions

The City, will, at the time of making such remittances, enclose a list of such employees from whose pay cheque such deductions are made.

4.4 New Employee Acquaintance

The City agrees to acquaint new employees with the fact that a Collective Agreement between the Parties is in effect with the conditions of employment and allow the new employee an opportunity to meet with the Union Steward(s) on or shortly after employment.

ARTICLE 5 – UNION TIME OFF

5.1 Time Spent

The City agrees that time spent in investigating the settling of disputes during working hours involving its employees by the Union Steward(s) shall be considered as time worked. Timecards will be submitted to the Chief Administrative Officer or their designate for approval and will include reference to the specific issue for which time off was taken. The Union agrees to forward to the City a written list of the names of such Steward(s) and of replacement thereto. In order that the work of the City shall not be unreasonably interrupted, no Steward shall leave their work without first obtaining permission from their supervisor.

5.2 Time Off to Union Officers

The City 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 not less than four (4) hours notice be given to their immediate supervisor by the Officer(s) of the Union requesting time off. The Union shall supply the City with a written list of the names of its Officers for this purpose and inform the City of changes to this list.

5.3 Meeting and Investigations

The City and the Union agree that all meetings and investigations under Articles 5.1 and 5.2 will be conducted as expeditiously as possible. The parties agree to keep the number of persons attending such meetings to a minimum so as to least interfere with City work.

5.4 Leave of Absence – Union Business

The City agrees to grant a leave of absence to any employee without pay, for the business purposes of the local Union, or the Canadian Union of Public Employees, but such leave of absence granted to any employee shall not exceed a maximum period of two (2) years at any one time. Applications for extension of such leave may, however, be granted by the City upon application from the Union.

It is understood that where the City grants time off to an employee, or a leave of absence pursuant to Article 12, they shall not lose seniority rights and shall be entitled to return to their job they would have held, had not the time off/leave of absence been taken.

5.5 Leave of Absence – Collective Bargaining

Four (4) bargaining representatives in the employment of the City shall have the privilege of attending collective bargaining meetings, if held during regular working hours, without loss of remuneration. Collective bargaining, where used in this Section, means the negotiation of a new agreement, if any, to supersede this Agreement and is therefore limited to days when the Union and the City meet to negotiate.

5.6 Leave of Absence – Union Officers and Members

The City agrees to consider leave of absence to Union Officers or members upon receipt of a written request, without pay, for the business purpose of the Union or to attend labour seminars or labour conventions up to a maximum of seventy-five (75) days per year. Written requests must be received in advance at least four (4) working hours for the President of the Union and at least twenty-four (24) hours for other Union Officers prior to said absence. The City agrees where the request deadline is not practicable, that it will grant the time off as long as the absence of the person or persons involved will not unduly interfere with the efficiency of the City's operations. Approval shall not be unreasonably withheld. Under no circumstance shall City vehicles be used for the purpose of Union business unless consent is obtained from the City.

ARTICLE 6 – HOURS OF WORK

6.1 Regular Working Week

The regular working week for schedule "A" employees shall constitute forty (40) hours, eight (8) hours per day, with the exception of some employees covered under Article 6.3.

6.2 Hours of Work Variation – Mutual Agreement

Shifts may be changed with the mutual agreement from the Union and mutual agreement will not be unreasonably withheld.

6.3 Hours of Work – Schedule "A" and "B" Employees

The hours of work for the Schedule "A" and "B" employees listed below shall be as follows:

- a) City Hall Office Staff
Monday to Friday 8:00 a.m. to 4:30 p.m. with one (1) hour off for lunch.
- b) Office Staff at Parks & Recreation Department
Monday to Friday 7:00 a.m. to 3:30 p.m. with one (1) hour off for lunch or 8:00 a.m. to 4:30 p.m. with one (1) hour off for lunch.
- c) Police Department Steno Clerk
Monday to Friday 8:00 a.m. to 4:30 p.m. with one half (½) hour off for lunch (7.5 hours per day).
- d) Parking Meter Attendant II
Monday to Friday Between the hours of 8:00 a.m. and 4:30 p.m. (7.5 hours per day) with one (1) hour off for lunch.
- e) By-law Enforcement Officer
Monday to Friday 8:00 a.m. to 4:30 p.m. with one (1) hour off for lunch.
- f) Public Works Clerical Staff
Monday to Friday Between the hours of 7:00 a.m. to 4:30 p.m. (7.5 hours per day) with one (1) hour off for lunch.

- g) Parks Watering Crew
Monday to Friday

Eight (8) hours scheduled between 5:00 a.m. and 3:30 p.m. with one half (½) hour off for lunch.

When shifts start at 7:00 a.m., the shift will be eight (8) hours, with one half (½) hour off for lunch. Earlier shifts will be eight (8) hours with a running lunch.

- h) Street Sweeper/Flush Truck Operator
Monday to Thursday
Friday

per section 6.1

Sweeper 4:00 a.m. to 12:00 p.m. (with a running lunch).

Flusher 5:00 a.m. to 1:00 p.m. (with a running lunch).

- i) Sidewalk Snow Removal

The hours of work for two (2) employees may vary from 7:00 a.m. to 3:30 p.m. to 5:00 a.m. to 1:00 p.m. depending on snow conditions.

The two (2) employees will clear snow from City sidewalks on pre-established routes during the winter months only.

Incumbent employee's hours for (d), (e) and (f) will not be changed unless mutually agreed.

6.4 Parks & Recreation Facilities – Hours of Work Schedule "D"

The hours of work for all employees in the City's Parks and Recreation Facilities, shall be as set out in Schedule "D" attached to and forming part of this Agreement.

6.5 Rest Break

All employees, who work a full-time shift, are entitled to one fifteen (15) minute rest break. Said rest break will be determined by management at the commencement of each shift and may occur at the job site.

6.6 Posted Schedule – Shift Work

Shift work shall be as per posted schedule. Lists shall be drawn up and posted with respect to all employees on such shifts. Seven (7) full calendar days' notice shall be provided of all shift changes, except in cases of emergency.

6.7 Four by Four (4x4) Shift

- a) The four by four (4x4) shift will be implemented for workers on the winter shift schedule. All complaints arising from the shift will be handled by the Labour Management Committee.
- b) An employee shall work two day shifts and two night shifts, then have four days off. Each shift shall be a 12 hour duration. Shifts will be as follows: 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m., or as amended by mutual agreement. The department affected will meet with the supervisor prior to the commencement of the four by four (4x4) shift to discuss any potential changes to the shift.
- c) A regular shift shall be deemed to be 12 hours at straight time, plus the applicable wage differentials specified in the Collective Agreement for all hours worked on the four by four (4x4) shift. An employee is entitled to two twenty-minute coffee breaks and a one-half hour running lunch per shift.
- d) Should an employee become ill and cannot report to work on their scheduled shift, the employee in question will immediately contact the supervisor.
- e) After 45 calendar days, each employee on the four by four (4x4) shift will receive to their credit one 12 hour rest day. These rest days are allowed to accumulate to a total of four days, then they must be taken. Rest days are days off without pay.
- f) The use of vacations, floaters, or banked time shall be permitted during the winter shift schedule based on approval by the City. Said approval shall be dependent on operational demands as determined by the City. Approval for such leave will only be given if there are no additional costs associated with obtaining necessary replacements.
- g) Employees on the four by four (4x4) shift will have the option of selecting their own order of rotation on the A.B.C.D. positions on the schedule. Once the rotation has been selected, all employees will work to the end of the posted schedule for the winter.
- h) It is agreed that employees on this shift will be allowed time off for local union business, (a) provided that the emergency routes and bus routes do not require plowing or sanding, (b) that employees notify their immediate supervisor of their wish to attend a meeting and where they will be in the

event an emergency arises and the supervisor has to get in touch with them.

6.8 Statutory Holidays For Shift Work

- a) All work performed on Statutory Holidays shall be paid for at double time of the base rate for the work performed by the shift employee.
- b) For each Statutory Holiday worked, a shift employee will cancel one rest day in lieu of receiving one (1) day off with pay for the statutory holiday.
- c) Provided sufficient advance notice is given and with the approval of the immediate supervisor, employees may exchange shifts if there is no increased cost to the City and there is sufficient time off for rest periods as defined in the *Motor Vehicle Act* and Regulations.

6.9 Shift Work Departments/Posted Schedules

Shift work for all Public Works employees, shall be as per posted monthly schedule(s).

6.10 Shift Preference

Senior employees shall have preference in selecting their shifts when qualified junior employees are available to perform the required work.

6.11 Public Works Shifts

a) Steady Day Shift

Five (5) days of eight (8) hours each from 7:00 a.m. to 3:30 p.m. with one-half (½) hour off for lunch, except as otherwise stated herein.

b) Afternoon Shift

Eight (8) hours from 3:00 p.m. to 11:30 p.m.

c) Night Shift

Eight (8) hours from 11:00 p.m. to 7:30 a.m.

d) Winter Shift - Seasonal

The City, at its sole discretion, may utilize a winter night shift between the months of November and March. The shift will be from 7:00 p.m. to 7:00 a.m. and will be on a four (4) day rotating basis.

e) Summer Day Shift

The City, at its sole discretion, may utilize a summer day shift between June 1 to August 31 of five (5) days of eight (8) hours each from 6:00 a.m. to 2:30 p.m. with one half (½) hour off for lunch.

f) Mechanic Afternoon Shift

The City, at its sole discretion, may utilize an afternoon shift. The shift will be eight (8) hours from 1:00 p.m. to 9:30 p.m.

g) Weekends and Statutory Holidays - Water Treatment Plant

Eight (8) hours from 7:00 a.m. to 3:00 p.m. with a running lunch.

6.12 Eating Allowance for Extended Hours

Any employee required to work ten (10) consecutive hours or more shall be entitled to a lunch, not to exceed the sum of twenty (\$20.00) dollars, paid by the City plus time to eat, not to exceed one (1) hour.

6.13 Rest Between Change of Shifts

Failure to provide at least twelve (12) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such rest periods.

6.14 Running Lunch

A Running Lunch will be eaten when conditions permit and may be taken in the field or on the job site. Prior to a Running Lunch being taken, it must be authorized by Management.

ARTICLE 7 – WAGES

7.1 Basic Wages

The City shall pay wages to its employees in accordance with Schedule(s) "A", "B" and "C" attached hereto and forming part of this Agreement.

Pay Days – Bi-weekly

All employees shall be paid bi-weekly, the effective date of implementation to be set by mutual agreement between the City and the Union.

Schedule "B" – To be shown in hourly rates only.

7.2 Police Clerk – Schedule "B"

When there is no relief on afternoon and weekend shifts, these employees will be granted a running lunch and receive an extra ½ hour pay at straight time.

7.3 Relieving in Higher – Rated Positions

- a) Employees relieving in higher-rated positions during any portion of their work shift shall be paid the rate of the higher-rated position for the entire day. For the purpose of this Article, an employee must be specifically assigned by the City to the higher rated position.

Relieving in Lower – Rated Positions

- b) An employee relieving in a lower-rated position will not have their rate reduced.

7.4 Dirt Pay

Employees shall receive a pay differential of sixty (\$0.60) cents per hour when:

- a) assigned to work on garbage removal or human waste and drug paraphernalia;
- b) cleaning sanitary or domestic sewers;
- c) working within any covered storm sewer or culvert;

- d) employees assigned to work on or operate a street sweeper, sewer-rodger machine, jackhammer, or trackless sweeper or any other equipment that creates dust during winter sand clean-up;
- e) assigned to work in liming operations, involving the use of powdered lime or sprays;
- f) employees working within any covered sewer or culvert which contains sanitary sewage shall receive the differential set out in Section 7.4 (b) of this Article and the applicable differential set out in Section 7.4 (c) of this Article.

7.5 Lead Hand

Is one who, over and above their regular work, supervises but remains under the supervision of a foreperson. This person will be specifically assigned this position by their immediate supervisor having regard for the employee being the senior permanent employee qualified to perform the job duties.

An employee who is assigned by their immediate management supervisor as a Lead Hand with responsibility for supervision of one (1) or more employees shall be paid one (\$1.00) dollar per hour above the highest rated classification under their supervision, or their own rate, whichever is higher.

An employee assigned "supervisor on-call" may assign Lead Hand in cases of call out and emergency situations.

7.6 Confined Space Pay

Employee's preparation for entering and exiting time spent in confined spaces as defined by WorkSafeBC and requiring a permit, shall receive a pay differential of sixty (\$0.60) cents per hour.

7.7 Premiums

a) Shift Hours

All employees who are required to be on shift work, other than a day shift, between the hours of 3:00 p.m. to 7:00 a.m. shall receive fifty (\$0.50) cents per hour premium for all hours worked.

b) Weekend Premium

All regular full-time employees who are scheduled to work on Saturdays and/or Sundays as part of their regular working week shall receive sixty (\$0.60) cents per hour.

c) Electrician

The Parties agree that the electrician acting as a signatory for the City's Electrical Permit will be paid a premium of one (\$1.00) dollar per hour.

7.8 Tool Allowance

The Employer shall pay for replacement of employee's personal broken tools utilized at the worksite. 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.

7.9 Training Allowance

When assigned by the Employer, a Premium pay of one dollar (\$1.00) per hour will be paid to an employee for the hours when they are assigned to train another employee(s).

ARTICLE 8 – OVERTIME AND CALL-OUT

8.1 Overtime Defined

All authorized time worked before or after the employee's regular shift, the employee's regular workweek, or on a holiday shall be considered overtime. As far as reasonably possible overtime will be distributed by seniority amongst regular full-time employees within the applicable department (Public Works, Water Treatment, Parks and Recreation, and Administration) who have indicated they wish to be called for overtime and are capable and qualified to perform the work.

8.2 Overtime Paid Rate

Overtime shall be paid for at the rate of time and one half (1 ½) for the first three (3) hours in any day and double time (2x) thereafter, however, overtime shall not be paid for less than fifteen (15) minutes.

8.3 Accumulation of Overtime

- a) Employees will be allowed to accumulate overtime in an Overtime Bank, up to a maximum of ten (10) days, or eighty (80) hours. The City will allow employees to use the overtime banked based on a revolving bank, whereby once the maximum hours permitted are banked, the entire bank does not have to be used before additional overtime can be banked.
- b) 4X4 shift operators will be permitted to bank up to one hundred and twenty (120) hours during the winter shift schedule, provided that hours banked in excess of eighty (80) hours are used prior to July 31st in the year in which the hours were banked. Any hours in excess of eighty hours, which are not used by July 31st will be paid out.
- c) Mechanics will be allowed to bank their weekend on-call hours at straight time in the Overtime Bank, as per Article 8.7 a) of the Agreement, rather than be paid out for the hours on stand-by call as mentioned in Article 8.7.
- d) 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.

8.4 Statutory Holiday and Continuous Shift Employees

An employee required to work a continuous seven (7) day per week shift shall have the right to accumulate up to five (5) days in lieu of holidays worked to be taken in a block at a mutually agreed time.

8.5 Banked Time Use

- a) Banked time may be taken at such time or times as are mutually agreed to by the employee and the Employer, subject to operational requirements. The time-off request must be approved by the immediate management supervisor before time is taken.
- b) Employees may request a cash pay-out of banked overtime, at any one of the regular pay periods provided that 14 days prior notice is given by the employee.

8.6 Overtime Call Out Procedure

When the Employer, in its sole discretion, determines that a job commenced during normal working hours, will continue beyond an employees' regular shift, the employees assigned to that job will continue work on the job regardless of seniority, and the City is not required to call other employees under Article 8.1 for that overtime. With the exception of snowplowing and clearing, overtime will be offered in accordance with Article 8.1.

If additional employees are required to be called for overtime for a continuing job under 8.1, the City will offer overtime in accordance with Article 8.1.

8.7 On Call/Call Out

a) On Call – Payment Date

When an employee is scheduled for an "on call" shift they will be compensated accordingly at the commencement of the shift. They shall be paid straight time wages in accordance with the following schedule:

Monday – Friday, inclusive – two (2) hours pay/day

Saturday, Sunday and Holidays – three (3) hours pay/day

Sunday 12:00 midnight to 7:00 a.m. Monday – two (2) hours pay/day

b) On Call Actual Hours Worked

All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with the overtime provisions of this Agreement.

c) On Call – Employee Completed Work

An employee may leave their employment and return home when they have completed the work for which they were called.

d) On Call – Division of Duty

On call duty shall be equally divided among the qualified employees. Additional employees will be added to the On-Call List as they become qualified. The schedule will be drawn up on a monthly basis. Should a Utility Operator be unable to fill their scheduled shift, it will be the responsibility of the Utility Operator to find a suitable replacement and advise the Supervisor prior to Thursday afternoon of the change. No change to the schedule will be permitted if it results in an employee being on call for two or more consecutive weekends, unless there are unforeseen circumstances requiring the change to the schedule and there is no other employee available.

e) Call Out Minimum Pay

An employee, other than those covered under Article 14.4 b) of this Agreement, called out to work any time other than their regular shift, shall be paid for a minimum of four (4) hours at the base rate for the job or time and one half (1 ½), for the first three (3) hours and double time thereafter. Overtime hours worked between midnight and 7:00 a.m. will be paid at double time or a minimum of four (4) hours, whichever is greater.

f) Call Out Minimum Pay – Police Guards

Employees who are scheduled to be on a minimum of eighteen (18) on call shifts in a one-month period, shall receive a sixty (\$60.00) dollar monthly stipend.

There are three (3) eight (8) hour shifts in a twenty-four (24) hour period.

g) Minimum Guarantee on Reporting for Work

An employee, required to report for work on any given shift, and if sent home by their supervisor due to adverse weather conditions, or because of

lack of available work for that shift, shall receive not less than three (3) hours pay at the base rate (exclusive of differentials), excepting shift differentials of the job at which they were last employed. If an employee commences work, they shall be paid for a minimum of four (4) hours.

8.8 Call Out Rest Period

When an employee responds to a call out, they shall be entitled to an eight (8) hour rest period, except when called to start early and not more than four (4) hours prior to the commencement of a regularly scheduled shift. If their regular shift is scheduled to commence before the expiration of an eight (8) hour rest period they will be permitted to remain at rest for said period and will be paid their standard hourly rate for the hours of their regular shift which fall within said rest period. Where an employee is directed by their supervisor to work on that part of their regular shift, which falls within the said rest period, they shall be paid at overtime rates.

ARTICLE 9 – STATUTORY HOLIDAYS

9.1 Statutory Holidays

The recognized Statutory Holidays shall be as follows:

New Year's Day	Christmas Day
Dominion Day	Victoria Day
Remembrance Day	Thanksgiving Day
Good Friday	National Day of Truth and Reconciliation
Easter Monday	Boxing Day
Labour Day	British Columbia Day
Family Day	

and all days proclaimed by Local Government, Provincial or Federal Government. In addition to the above-named holidays, each employee who has obtained seniority with the City shall be entitled to a floating Statutory Holiday during each year they are in the City's employment which shall be taken at a time of the employee's choice, provided the employee has provided management with prior notice of not less than seven (7) days.

9.2 Rate of Pay

An employee shall receive a day off with pay for all Statutory Holidays listed in Article 9.1, at the rate of pay received on the scheduled day prior to such Statutory Holiday. The rate of pay for a statutory holiday shall be the base rate (rate shown in Schedules "A", "B", "C") for the jobs being done the day before the statutory holiday and in no case will premiums be included.

9.3 Event of Illness

In the event of illness or accident occurring prior to or on the scheduled day following said Statutory Holiday, and providing such occurs during the course of time employed, the employee shall present their Foreperson a doctor's certificate substantiating the illness or accident.

9.4 Employees Who Have Not Obtained Seniority

Employees who have not obtained seniority with the City shall be entitled to said floating Statutory Holiday during each calendar year if and when they have worked thirty (30) days, continuous or broken, in that year.

9.5 Employee's Choice

In any dispute concerning the day of the employee's choice, the matter shall be resolved in accordance with the provisions of Article 17 of this Agreement, provided always that an employee shall receive such day off not later than December 31st of the calendar year.

9.6 Work on a Statutory Holiday

All work performed on any such Statutory Holiday, as listed in Article 9.1, shall be paid for at double time of the base rate for the work performed by the employee, in addition to the pay received by them for the Statutory Holiday, as set out in Article 9.2.

9.7 Saturday/Sunday

When any of the above-noted holidays fall on a Saturday or Sunday and are not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday. Calculations for the Statutory Holiday shall remain the actual calendar date.

9.8 Scheduled Day Off

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time arranged by mutual agreement.

9.9 Vacation

When any such holiday falls during an employee's vacation with pay and they would have become entitled to pay for such a holiday not worked had the employee not been on vacation, they shall receive an additional day of the vacation with pay in lieu thereof.

ARTICLE 10 – VACATION LEAVE

10.1 Vacation Entitlements

All Regular permanent employees shall be credited and granted vacations earned up to their anniversary day as follows:

1 year to the completion of 4 years	three (3) weeks
5 years to the completion of 10 years	four (4) weeks
11 years to the completion of 19 years	five (5) weeks
20 years and thereafter	six (6) weeks

Upon the completion of twenty-five (25) years worked an employee shall receive five (5) additional working days vacation as a one-time credit to the employee's vacation bank to be used within five (5) years. The employee will receive the same credit following the completion of each additional five (5) years of employment with the City thereafter.

10.2 Vacation – Absent from Work

For each period consisting of thirty (30) consecutive days an employee is absent from work in the year preceding their anniversary date in any year, shall be deducted from the vacation pay, to which they would otherwise be entitled in the succeeding year, one twelfth (1/12) of the vacation pay, provided that for this purpose, time spent on vacation for which the employee is paid under this Article, or time spent on leave because of sickness or accident for up to one hundred and eighty (180) days shall be considered as time worked.

10.3 Vacation and WorkSafeBC Benefits

An employee who WorkSafeBC benefits will not receive more than 52 weeks pay in a 52-week period from the combination of WorkSafeBC. payments and accrued vacation entitlement. An employee who exhausts their sick leave bank under Article 11.13 and 11.20 will be entitled to use any accrued vacation benefits.

10.4 Anniversary – Vacation Completion

All vacation taken under this Article shall be completed before the anniversary date of the succeeding year, provided that this shall not preclude the City and the Union from agreeing to an extension of this time limitation, where such is requested either by the City or an employee.

10.5 Vacation – 2 or more Employees

Where two (2) or more employees bid on the same vacation period and operational requirements permit only one (1) employee to take that vacation period, then the most senior employee shall have their choice of that period.

10.6 Vacation – Employee Discretion

At the employee's discretion, the vacation period, set out in this Article may be split, but no more than six (6) times, subject to approval of the Supervisor.

10.7 Vacation Pay – Computation

For the purpose of computing such vacation pay, the work week shall be considered as constituting 40, 37 ½ or 25 hours, whichever applies. 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 require, based on the salary or hourly rate (inclusive of differentials) received by the employee for the major portion of the calendar month immediately prior to the vacation.

10.8 Scheduling Vacations

Employees shall submit their vacation requests to their immediate Supervisor each year prior to April 30th and vacation schedules will be approved by the City prior to the end of May in each year. The City reserves the right to approve vacation schedules consistent with the efficient delivery of service to the public.

Where requests are not made by the employee prior to April 30th, vacation requests will be considered in conjunction with the approved schedule.

ARTICLE 11 – EMPLOYEE BENEFITS

11.1 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.

11.2 Group Life Insurance/A.D.&D

Upon completion of three (3) months' employment, all Regular Permanent employees shall join the Group Life Insurance Plan and Accidental Death and Dismemberment Plan provided by the City and the City shall pay the actual cost of the premiums of such Group plans providing two (2x) times an employee's annual salary or wages.

11.3 Medical and Extended Health Benefit Plan

- a) The City shall pay the actual cost of the monthly premium per employee per month, for both married and single employees, covering membership in a mutually approved medical plan, including the basic B.C. Medical Plan, Extended Health Benefit Plan, provided that any change in the coverage would involve the entire group of City employees.
- b) Massage and Physio combined to increase to twelve hundred (\$1,200.00) dollars.
- c) Vaccinations that are not covered by the Employers Benefit Plan that are directly related to a health risk associated with the employees work shall be paid for by the Employer.

11.4 Optical Plan

All eligible permanent regular employees shall be entitled to participate in a vision care benefit which includes laser eye surgery as part of the Extended Health Benefit Plan. The benefit shall provide a coverage of seven hundred (\$700.00) dollars every eighteen (18) months.

Premiums are one hundred percent (100%) paid by the Employer.

Eye examinations every eighteen (18) months to be covered under the extended health provisions. Increase to one hundred and twenty-five (\$125.00) dollars.

11.5 Dental Plan

- a) All eligible Permanent Regular employees shall participate in a Dental Plan covering:

100% cost of Plan "A" including white fillings
75% reimbursement of Plan "B"
75% reimbursement of Plan "C" – maximum \$3,000.00

Increase annual maximum for Plan "A" and "B" to an unlimited amount.

Remove references to "child only" in Plan "C".

- b) The premiums for this Plan will be shared between the City and the Employees as follows:

75% paid by the City
25% paid by the Employees

11.6 Prescription Safety Glasses

- a) For those Permanent Regular Employees requiring prescription Safety Glasses in the performance of their duties, the City will pay 100% of the cost of such lenses. Further an employee will be entitled to a maximum of one (1) pair of safety lenses in a twelve (12) month period and will be required to provide the old pair to demonstrate need prior to being reimbursed. The lenses must be deemed to be "industrial" as specified in the Occupational Health and Safety Regulation. Employees who are reimbursed under the City's extended health plan for this purchase will not be entitled to reimbursement from the City.
- b) Frames for the prescription safety glasses shall be reimbursed at 100% of the cost up to one hundred and fifty (\$150) dollars every twenty-four (24) months. Employees who are reimbursed under the City's extended health plan for this purchase will not be entitled to reimbursement from the City.

11.7 Long Term Disability

LTD shall be introduced to all Permanent Employees effective March 1, 1991. The premiums shall be shared between the City and the employees as follows:

Effective January 1, 1999	-	90% paid by the City
	-	10% paid by the employees

The plan is to provide a monthly benefit of not less than two thirds (2/3) of an employee's monthly earnings to a maximum of three thousand (\$3,000.00) dollars per month upon eligibility for the Long Term Disability. The waiting period before eligibility for the LTD benefit shall not be greater than ninety (90) days.

11.8 Employee and Family Assistance Program

The parties recognize the current operation of an Employee Assistance Program. Both parties recognize the benefits of the continued operation of this program. The City agrees not to make any changes in the current policy without prior consultation with the Union.

11.9 Prescription Cards

All regular permanent employees shall be entitled to participate in pay direct prescription cards for the purposes of paying for prescriptions through coverage provided by the Extended Health Benefit Plan. The City shall pay 100% of the costs associated with this benefit.

11.10 EI Premium

The City agrees that it will advise the Union of the amount of the EI Premium rebate paid to employees and discuss this issue at a labour management meeting upon request by the Union.

11.11 Definition of Sick Leave

Sick leave means the period of time an employee is reported 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*.

11.12 Sick Leave Credit

Eighteen (18) days sick leave per year shall be earned by a regular permanent employee at a rate of one and one half (1 ½) days for every month the employee is employed, to a maximum of one hundred and fifty (150) days.

11.13 Sick Leave Pay

- a) In the event of illness, a Regular Permanent employee shall receive a full day's pay at their base rate (exclusive of all differentials) received by on their last working day prior to such illness for each day lost by them from work. The rate of pay is the base rate (rate shown in Schedules "A", "B", "C") of the position to which the employee is regularly posted before going off sick and in no case will premiums be included.
- b) A deduction shall be made from the sick leave bank for all normal working days absent for sick leave.

11.14 Sick Leave Records

By January 31st of each calendar year the City shall advise each employee, in writing, the amount of sick leave remaining in the Sick Leave Bank.

11.15 Proof of Illness

The Employer may require, in writing, that a doctor's certificate be submitted in support of any application for sick leave. The Employer will cover the cost and fees associated with required doctor's certificates.

Where it is apparent that there is a pattern of absence or recurrence on sick leave, the Employer may request, at the expense of the Employer, further medical evidence to substantiate any period of absence claimed to be due to illness.

11.16 Sick Leave During Leave of Absence

When an employee is given leave of absence for any reason, they shall receive sick leave credit for the period of such absence, on their return to work, such credit not to exceed one and one half (1 ½) days.

11.17 Sick Leave – Lay-Off and Recall

When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such lay-off.

11.18 Sick Leave – Recalled Employees

Laid off employees who have been recalled under the provisions of Article 15.5, shall be eligible for sick leave pay provided:

- a) that the illness occurs during their period of employment with the City and that they are scheduled to work on the days for which sick leave is claimed; and
- b) that such sick leave shall cease on the day on which they would otherwise have been laid off.

11.19 Continuation of Benefits – Laid Off Period

The City agrees to pay the full coverage for all employees benefit plans for employees laid off for periods of less than three (3) months only where the policy with the carrier permits this extension. In the event of a longer lay-off, employees so affected shall have the right to continue this coverage through direct payments, for a further nine (9) months, only in cases where the policy with the carrier permits an extension.

11.20 WorkerSafe BC Compensation Pay Supplement

An employee prevented from performing their regular work with the City on account of an occupational accident that is covered by the *Worker's Compensation Act* shall receive from the City a supplement equal to the difference between the amount payable by the WorkSafeBC and their last rate of pay until their accumulated sick leave is exhausted.

- a) Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments.
- b) In order to continue receiving their salary the employee shall assign their compensation cheque to the City.
- c) An employee receiving such supplement shall have their accumulated sick leave debited by 1/4 day for each day it is received and no employee shall receive such supplement for a period of longer than their accumulated sick leave.

11.21 Duty to Accommodate

Where an employee is unable, through injury or illness to perform their normal duties, the City will attempt to provide them with alternate suitable employment.

11.22 Sick Leave Payout – Retirement

All employees shall, upon retirement, pursuant to the provisions of the *Public Sector Pension Plans Act* in accordance with City Policy, become eligible for and receive a cash gratuity payment, at the employee's current base rate of pay, based on the following percentage of their accumulated sick leave, if any, on the following scale: after five (5) years of service, twenty (20%) percent and an additional two (2%) percent per year thereafter to a maximum of one hundred and fifty (150) working days.

11.23 Medical Care Leave – Sick Leave Deduction

Employees shall be allowed up to thirty (30) working hours per annum paid leave of absence in order to engage in personal preventative medical health and dental care provided that such days shall be charged against the employee's sick leave. On request, employees may be required to show proof of medical or dental care.

ARTICLE 12 – LEAVE OF ABSENCE

12.1 Bereavement Leave

An employee shall be granted three (3) regularly scheduled work days leave, without loss of pay and benefits, in the case of death within the Province and five (5) days outside the Province, of a parent, spouse, common-law spouse, brother, sister, child (includes blended family, foster, adopted and unborn child or miscarriage), mother-in-law, father-in-law, grandparent, grandchild. Where the service occurs outside the Province, such leave shall also include two (2) days traveling time, without pay.

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 Pallbearer Leave

One-half (½) day leave with pay shall be granted to an employee to attend a funeral as a pallbearer.

12.3 Jury Duty or Witness

The City shall grant leave of absence without loss of seniority and/or benefits to an employee when subpoenaed as a juror or witness in any court. The City shall pay such an employee the difference between their normal earnings and the payment they received for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness, in any matter arising out of their employment, shall be considered as time worked at the appropriate rate of pay.

12.4 Educational Leave

An employee shall be entitled to leave of absence, with pay and without loss of seniority and benefits, to write examinations to upgrade their employment qualifications for the City.

12.5 Emergency Leave

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

Reason	Leave of Absence
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Damage to employee property or assets caused by unforeseen circumstances or serious fire or flood in employee's home. Up to three (3) days

12.6 Family Care Leave – Sick Leave Deduction

When the employee is the only one available to care for a sick spouse, common-law spouse, mother, father, mother-in-law, father-in-law, child, or grandchild for which the employee is the primary caregiver, they will be allowed to draw a maximum of five (5) days per year from their sick leave bank to care for the aforementioned sick family members.

12.7 Marriage Leave

Employees shall be allowed one (1) day leave of absence with pay and without loss of seniority and benefits at the discretion of the employee to be married if the marriage falls on a working day.

12.8 Pregnancy and Parental Leave

A) Pregnancy and Parental Leave

- (1) A pregnant employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave
 - (a) beginning no earlier than 13 weeks before the expected birth date;
 - (b) no later than the actual birth date; and
 - (c) ending no later than 17 weeks after the actual birth date.
- (2) An employee who requests leave under this section after the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the termination of the pregnancy.
- (3) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends under subsection (1) or (2).
- (4) A request for leave must
 - (a) be given in writing to the City;

- (b) if the request is made during the pregnancy, be given to the City at least 4 weeks before the day the employee proposes to begin leave; and
 - (c) if required by the City, be accompanied by a medical or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) If an employee on leave under subsection (1) proposes to return to work earlier than 6 weeks after giving birth to the child, the City may require the employee to provide the City with a medical or nurse practitioner's certificate stating the employee is able to resume work.

B) Parental Leave

- (1) An employee who requests parental leave under this section is entitled to,
 - (a) for a birth mother who takes leave under Article 12.8 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 12.8 unless the City and employee agree otherwise.
 - (b) for a parent other than an adopting parent, who does not take leave under Article 12.8 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children.
 - (c) for an adopting parent, up to 62 consecutive weeks of unpaid leave beginning within 78 weeks after the child or children are placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).

- (3) A request for leave must
 - (a) be given in writing to the City;
 - (b) if the request is for leave under subsection (1) (a), (b) or (c), be given to the City at least 4 weeks before the employee proposes to begin leave; and
 - (c) if required by the City, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under Article 12.8 and this section is limited to 52 weeks plus any additional leave the employee is entitled to under Article 12.8.

C) Notice of Return

A regular permanent employee shall give the City at least four (4) weeks notice/advise of their return to work after Pregnancy or Parental Leave of Absence and they shall be returned to their former position, however, if their former position no longer exists, then they shall be placed in an equivalent position in their department.

12.9 Leave Without Pay

An employee shall be entitled to leave of absence, without pay and without loss of seniority, up to a maximum of three (3) months when they request such leave for good and sufficient cause. Such request shall be in writing and approved by the City. Applications for extension of such leave, may be granted by the City, upon application from the employee.

12.10 Domestic Violence Leave

- a) The Employer recognizes that employees sometime face situations of violence or psychological or emotional abuse in their personal life from an intimate partner or by a family member or sexual abuse that may affect their attendance at work.
- b) Employees experiencing such domestic violence are entitled to up to 5 days paid leave (utilizing their sick leave) for attendance at necessary activities such as medical or counselling appointments, legal proceedings, to obtain victim or other social services related to domestic violence, or to temporarily or permanently relocate. Employees who have taken the five (5) days of sick

leave can utilize their vacation or will be provided time off without pay in accordance with the *Employment Standards Act*.

- c) The Employee and Employer will only disclose relevant information on a "need to know" basis to protect confidentiality and to ensure workplace safety.

ARTICLE 13 - PROBATION

13.1 Term of Probation

- a) From the date of hiring, employees shall be on probation for a period of ninety (90) working days to determine the suitability of the employee. During this period, employees shall be entitled to all rights and benefits, unless specified elsewhere in this Agreement. While employees are on probation they will be entitled to full benefits as per the Collective Agreement after three (3) months.
- b) The City and the Union will participate in a written monthly progress review with probationary employees and their supervisors during the probationary period.

13.2 Effective Date of Seniority

On completion of the probationary period, seniority shall be effective from the original date of employment, unless otherwise specified in this Agreement.

ARTICLE 14 – SENIORITY

14.1 Definition

Seniority is defined as the length of service in the bargaining unit and shall operate on a bargaining-unit-wide basis unless specified elsewhere in this Agreement. Seniority accumulates when an employee reaches "regular" status. Date of hire will determine seniority.

a) Regular Permanent Employees

Following the probationary period, seniority credits shall commence from the service date of the employee and shall govern in all areas of this Agreement except that, in the case of promotions, demotions and lay-off, seniority shall be calculated on the number of hours worked from the service date of the employee as of the signing date of the agreement.

b) Temporary Employees

Following the probationary period, seniority credits shall commence from the service date of the employee, except in the case of promotions, demotions, and lay-off, when seniority shall be calculated as the number of hours worked since the service date of the employee. Seniority shall govern only when the employee or employees are qualified, competent, and have the ability to perform the job. The City shall determine qualifications in a fair and equitable manner.

When a vacancy occurs or a new position is created, the temporary employee shall exercise their seniority rights and apply for such positions when created.

After an employee completes their probationary period or completes five (5) months in a temporary position or consecutive positions, the employee will be eligible for all full-time equivalent benefits, as per Article 11.

c) Casual Employees

The selection of casual employees will be based on the operational need of the City and as such the call-out of casual workers will be made at the sole discretion of the City. For call-out purposes only, the City will call-out casual employees based on accumulated casual seniority hours worked, once the employee has accumulated seven hundred and twenty (720) working hours provided however, the employee is competent, fully trained and qualified to

perform the work. It is agreed that the City shall determine an employee's competency and qualifications in a fair and equitable manner.

Where a casual employee becomes a regular full-time or part-time employee, they shall receive credit for seniority on the basis of hours worked prior to the date hired as a regular employee.

For the purposes of filling vacancies under Article 20.4, casual employees will be entitled to apply for such vacancies once the employee has accumulated nine hundred (900) working hours provided the employee meets the posted requirements and is competent, fully trained and qualified to perform the work. It is agreed that the City shall determine an employee's competency and qualifications in a fair and equitable manner.

d) Seasonal Employees

For the purposes of filling vacancies under Article 20.4, seasonal employees will be entitled to apply for such vacancies once the employee has accumulated nine hundred (900) working hours provided the employee meets the posted requirements and is competent, fully trained and qualified to perform the work. It is agreed that the City shall determine an employee's competency and qualifications in a fair and equitable manner.

e) Guards

On completion of seven hundred and twenty (720) hours worked, guards working through the RCMP shall have their seniority credit accrued since their service date, for the purpose of recall for short term/short notice guard work only.

Guards shall not be considered for internal postings under Article 20.4 and are not entitled to other benefits unless otherwise expressly specified in this Agreement.

14.2 Promotions/Demotions

a) Seniority Determining Factor

The City agrees that seniority shall be the determining factor in all cases of promotions or demotions. Where competency, efficiency and ability of competing employees are relatively equal, the more senior employee shall be given preference. Subject to the employee's or the Union's right under the provisions of Articles 17 and 18 of this Agreement, the City shall determine competency, efficiency and ability in a fair and equitable manner.

In the case of transfers, seniority will apply in conjunction with the operational needs of the City and where a transfer is necessary, it will involve the least senior qualified employee with the least operational impact and may include an employee who is in a posted position.

b) Employee Objections

If an employee registers an objection to their promotion and such promotion is given to another employee with less seniority, the latter employee will be deemed, as regards to the promotion only, to have greater seniority than the employee who objected to such promotion.

c) Promotions/Demotions – Seniority Consideration

The City is not obligated to consider City seniority in the case of promotions or demotions not in excess of one full shift, but such period of time may be extended by mutual agreement by the City and the Union.

d) Move from One Classification to Another

An employee moving from one classification to another that involves no change in their pay rate shall not be considered as promoted or demoted.

e) Promotion Consideration

It is agreed that an employee shall not be considered as "promoted" unless a vacancy occurs and the vacancy has a higher classification/pay rate.

14.3 Transfers

a) Bargaining Unit

An employee may be transferred to a position both within and outside of the bargaining unit. If transferred to a temporary position within the bargaining unit, the employee will be notified in writing, copied to the Union, of the duration of the temporary transfer. If the transfer has the same rate of pay as their former position, the employee shall remain at this pay level.

b) Transfer – Employee Consent

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the

date of leaving the unit, but will not accumulate any further seniority. An employee shall have the right to return or be returned to a position in the bargaining unit during the sixty (60) day period.

c) Return to Bargaining Unit

If an employee returns to the bargaining unit, they shall be placed in a job consistent with this seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

d) Temporary Transfer

In all cases of a temporary transfer, both within and outside of the bargaining unit, such temporary transfer will not exceed sixty (60) days unless the Parties to this Agreement mutually agree to extend the time limit(s).

Where a transfer within the bargaining unit is temporary in nature, seniority will apply in conjunction with the operational needs of the City, and where a transfer is necessary, it will be offered to the most senior qualified employee with the least operational impact and may include an employee who is in a posted position. Where that employee does not wish to accept the temporary transfer, it will be offered to other employees in order of seniority with the least operational impact. Where no employee wishes to accept the temporary transfer, the least senior qualified employee with the least operational impact will be transferred.

e) Transfers Over 60 Days

Transfers extending beyond the sixty (60) days shall be considered as a permanent transfer.

14.4 Special Skills Transfers

a) Special Experience/Training/Tryout

The City shall have the right, from time to time to select regular full-time employees who are to be given special experience or training in preparing them or trying them out as to their capabilities for other assignments with the City, and to promote, demote, engage, retain or dispense with their services in such assignments, provided. However, that upon completion or termination of such assignments, the employee concerned shall be reinstated in the job classification they would have held had they not been so chosen for the special assignment, and further provided that no such

employee shall be assigned to take over the job occupied at the time by an employee out-ranking such person for promotion purposes if such assignment would result in demotion of such employee. The relative seniority of employees, as set out in the City's seniority listing shall not be changed as the result of action under this Section.

b) Right to Hire – Special Skills

The Union agrees that the City shall have the right to hire any employee having special skills or trades for a special assignment or work who shall be discharged when their employment at such special skill, trade or assignment comes to an end. However, in the event that such employment is temporarily halted due to adverse weather conditions or a lack of available materials, the City may retain such employee in its service until they can recommence work on the special assignment.

14.5 Loss of Seniority

- a) An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off or leave of absence approved by the City.
- b) An employee shall only lose their seniority in the event:
 - (i) They are discharged for just cause and is not reinstated.
 - (ii) They resign in writing and does not withdraw within two (2) days.
 - (iii) They are absent from work in excess of five (5) working days without sufficient cause or without notifying the City, unless such notice was not reasonably possible.
 - (iv) They fail to return to work within ten (10) calendar days following recall after a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the City informed of their current address.
 - (v) They are laid off for a period of longer than one year.
 - (vi) For seasonal employees, if an employee is not called for work for a period of twelve months.

(vii) For temporary, casual employees, and guards, if an employee declines an offer of a shift on three (3) consecutive occasions without providing sufficient reason or cause, or if the employee is not called for work for a period of twelve (12) months.

c) Event of War – Armed Forces Listing

In the event of this country being at war, the seniority of employees enlisting in the Armed Forces shall continue on, provided that for this purpose, an employee returns to their employment with the City within a period of six (6) calendar months following their discharge from the Forces.

d) Movement within the Bargaining Unit

Seniority will not be lost as a result of employees specified in Article 23 of this Agreement posting into or moving to another position with the bargaining unit. There will be no gain or loss of seniority from the seniority held in position(s) defined in Article 23, provided that said move is for twelve months or less.

14.6 Seniority Lists

The City shall maintain separate seniority lists for each category of employee based on the foregoing. The list shall show:

- a) for regular full-time employees, the service date;
- b) for part-time employees, the number of hours accrued since the commencement of the service date;
- c) for temporary employees, the service date and the number of hours from the commencement of the service date;
- d) Casual employees and guards shall be added to the seniority list based on the number of hours accrued since the service date; and
- e) The seniority list shall be updated annually and forwarded to the Union and will be posted on all bulletin boards during the month of January of each year.

ARTICLE 15 – LAY-OFF, BUMPING, RECALL

15.1 Seniority and Lay-Off

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, subject to qualifications and ability to perform the work of the classification. Employees about to be laid off will be allowed to exercise their seniority to bump an employee with less seniority in any classification provided they are capable of performing the job. Employees wishing to exercise their bumping rights must do so within five (5) working days of being notified of their lay-off.

15.2 Certification and Lay-Off

Should an employee be unable to obtain certification that is a requirement of holding their current posting, the employee will be deemed to be laid off and Article 15.1 will apply. This Article does not apply to any new employee, who may be required to obtain specific certifications as a condition of employment.

15.3 Recognition of Union Officers During Lay-Off

In order that the operations of the Union will not become disorganized when lay-offs are made, members of the local Executive Board and Chief Shop Steward, not to exceed five (5) local employees, shall be the last persons laid off during their term of office subject to qualifications and the operational requirement of the City.

15.4 Notification of Lay-off

Unless legislation is more favorable to the employees, the City shall notify employees who are to be laid off, ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available. It is understood that an employee laid off and given notice under this article who is recalled for any period of ten (10) working days or less need not be given notice again. Employees recalled will receive a minimum of three (3) days work.

15.5 Overtime During Laid Off

In the event of a reduction in crew, all overtime to be worked shall be performed, whenever practicable, by laid off employees. All such employees shall receive a minimum of four (4) hours pay at the base rate and overtime

after four (4) hours for the job for such call-outs. An employee recalled under the provisions of this Section, shall be considered as being laid off at the conclusion of each working day unless otherwise advised.

15.6 Recall

Subject to their ability to perform the work of the/a classification, employees shall be recalled in order of their seniority. The City shall notify the employee(s) by registered mail and give ten (10) days notice of the recall.

An employee recalled for casual work or employment of short duration at a time when they are employed elsewhere, shall not lose recall rights as per Article 15 for their refusal to return to work.

15.7 Failure to Return After Recall

Laid off employee(s) failing to report for work of an ongoing nature within ten (10) days of the date of receipt of notification by registered mail, shall be considered to have abandoned their right to re-employment. Employee(s) required to give two (2) weeks notice to another Employer shall be deemed to be in compliance with the ten (10) days provision.

ARTICLE 16 – SAFETY AND HEALTH

16.1 Personal and Protective Equipment and Clothing

a) Fire Retardant Coveralls

Employees will be issued one pair of fire retardant coveralls to be used only when the employee is engaged in welding.

b) Protective Clothing – Grave Digging

The City agrees to provide the following protective clothing, for use during grave digging, for each employee so engaged

- two (2) pair of coveralls during the summer months
- one (1) suit of water-resistant jacket and pants during the winter months
- one (1) pair of approved rubber boots

c) Recreation Facilities Attendants

- 3 shirts at 100% City cost that employee launders at their cost
- 2 coveralls at 100% City cost that City cleans

d) Bylaw Enforcement Personnel

- 100% at City's cost of approved footwear – maximum two hundred (\$200.00) dollars per year
- 4 shirts at 100% City's cost – employee launders at their cost
- 1 jacket at 100% City's cost; 1 hat at 100% City's cost
- 2 pairs of approved slacks at 100% City's cost
- Soft body armour that protects from stabs/sticks (SPK3)

e) Guards

- 1 shirt at 100% City cost for every three (300) hundred hours worked that employee launders at their cost
- Coveralls at 100% City cost that City cleans that will remain at the Detachment
- The City shall replace damaged or worn out uniforms as required

f) Dirty and Dangerous Work – Safety Equipment/Clothing

All employees working in any dirty or dangerous capacity shall be supplied with all necessary safety equipment and protective clothing when needed.

g) Coveralls

Coveralls, as determined by the City, will be supplied to all Public Works/Arena employees.

These coveralls are sent to the cleaners once a week to be washed and repaired, if necessary.

16.2 Safety Hard Hats

The City supplies, free-of-charge on their first day of employment, a regulation safety hard hat to all those employees required to wear the same in the course of their duties.

16.3 Safety Gloves

The City supplies protective neoprene gloves to the following employees:

- garbage collection swamper
- sewer crew
- flusher truck operator
- protective gloves on special jobs are also supplied, when required

16.4 Safety Boots

The City, prior to the end of January in each year, shall pay an annual safety footwear and footwear accessories allowance of two hundred and seventy-five (\$275.00) dollars per calendar year to all regular full-time employees requiring safety footwear. In all cases of reimbursement, employees shall be required to wear CSA approved safety footwear and it is the sole responsibility of the employee to properly maintain their safety footwear in accordance with the scope of their work and in accordance with the City of Trail's Safety Policy.

Safety-toed hip waders are also supplied for special job assignments which are returned to the City after the job is completed. They are disinfected after usage and will be reissued when next required.

16.5 Ear Protection

Noise level ear muffs or ear plugs are supplied to operators when they are required on various City equipment (noise level control).

16.6 Safety Glasses

Safety glasses are supplied to every employee on the Works crew and other special eye protection when necessary. (Dust proof safety goggles, grinding eye shields at all grindstones, arc-welding helmet and burning glasses).

16.7 Joint Occupational Health and Safety Committee

A Joint Occupational Health and Safety Committee shall be established with up to four (4) members representing the City and four (4) members representing the Union. The Union shall appoint, select, or elect employee representatives.

a) Meetings

The Joint Occupational Health and Safety Committee shall meet monthly at the call of the Chairperson of the Committee and shall discuss, recommend and record all action necessary to improve hazardous conditions at the workplace.

b) Minutes

Minutes of all Joint Occupational Health and Safety Committee meetings shall be kept and copies of such minutes shall be sent to the City, the Union and to the WorkSafeBC and a copy shall be posted on the bulletin boards.

c) Chair of the Meeting

A City and a Union representative shall be designated as joint Chair and shall alternate in presiding over meetings, developing agendas and associated minutes.

d) Time Spent on Safety Meetings

Time spent by Committee members in the performance of their duties during working hours shall be considered as time worked and the employees will be paid at their regular hourly rates of pay.

16.8 First Aid Attendant

Where the WorkSafeBC Regulation requires the City to designate a First Aid Attendant based on the City conducting a first aid assessment in accordance with regulations, the parties agree and consent to the following:

- a) the designated First Aid Attendant at the site is entitled to a premium of fifty (\$0.50) cents an hour over the regular pay inclusive of other differentials and premium pays outlined in the Collective Agreement;
- b) the designated First Aid Attendant must hold the basic level one certificate commonly required by WorkSafeBC Regulation;
- c) the designated First Aid Attendant is responsible to provide first-aid to all City workers, maintain record keeping of first aid given, file all appropriate forms with respect to first aid requirements at the work site, ensure required first aid supplies are available, ensure that first aid supplies are in their possession for the day and sufficiently in stock, requisition for first aid supplies and be within radio/telephone communication reach of all City workers at their designated work site; and
- d) the designated First Aid Attendant shall keep abreast of updated requirements of the basic level certification and Occupational First Aid Regulations issued by WorkSafeBC.

16.9 Clothing Allowance

Inside workers clothing allowance will be one hundred (\$100.00) dollars one time (1) per calendar year.

If employees are entitled to boot or clothing allowance through other Articles within the Collective Agreement they will not be entitled to the clothing allowance stipulated in Article 16.9.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.1 Grievance Procedure and Steps

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

a) Stage 1

Within thirty (30) days of learning of the grievance, the employee or employees concerned, with their Union representation, 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 Stage 2.

b) Stage 2

The employee or employees concerned, with Union representation, shall meet with the Department Head and submit the grievance in writing. Failing to reach a satisfactory settlement of the grievance within four (4) working days after submission to the Department Head, the grievance may be submitted to Stage 3.

c) Stage 3

The employee or employees concerned, with Union representation, shall meet with the Chief Administrative Officer and submit the grievance in writing. Failing to reach a satisfactory settlement of the grievance within five (5) working days after submission to the Chief Administrative Officer, the grievance may be submitted to Stage 4.

d) Stage 4

The grievance shall be submitted to Arbitration and/or Mediation by notice in writing by either party.

17.2 Replies in Writing

All replies to grievances shall be in writing at all stages.

17.3 Mutual Agreement to Vary Time Limits

The time limits may be varied by mutual agreement between the Parties.

17.4 Policy Grievance

- a) Grievances concerning lay-offs and recalls shall be initiated at Stage 3 of the Grievance Procedure.
- b) Where a grievance involves a question of general application or Policy, the Union may refer the grievance to Stage 3.
- c) The City shall have the right to submit any grievance regarding the interpretation of or violation of this Agreement to the Union. Failing a satisfactory settlement within seven (7) working days, the City may refer the grievance to Stage 4.

17.5 Access to Personnel Files

- a) An employee shall have the right at any time to have access to and review their personnel record.
- b) There shall be only one personnel file for each employee.
- c) An employee may be accompanied by a Union representative.
- d) An employee shall have the right to make copies of any material contained in their personnel record.

17.6 Personnel Records

Letters of reprimand, suspension or disciplinary action shall be removed from the employee's personnel file provided there has been a period of eighteen (18) months without further disciplinary steps being added to the file.

ARTICLE 18 – ARBITRATION

18.1 Appointment of Arbitrator

a) The parties shall mutually agree to the appointment of a single arbitrator.

b) Minister of Labour to Appoint

In the event that the City and the Union are unable to agree upon the selection of an arbitrator, the Minister of Labour shall be requested to appoint the arbitrator.

18.2 Arbitrator's Decision

The decision of the Arbitrator, with respect to an interpretation or alleged violation of this Agreement shall be final and binding upon the Parties.

18.3 Arbitrator Expenses

Each Party shall pay one-half (½) of the expenses of the arbitrator.

ARTICLE 19 – TECHNOLOGICAL CHANGE

19.1 Protection Against Job Loss

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

19.2 Notification of Changes

Three (3) months before the proposed introduction of any technological change affecting two (2) or more employees, the City shall notify the Union of the proposed technological changes. Technological change means the introduction of new and different or substantially changed equipment, material or processes different from that previously utilized, which results in a reduction of the number of employees required to perform the task affected.

19.3 Presentation to Council

City Council will provide the Union the reasonable opportunity to make a presentation to Council regarding the proposed introduction of any technological change to which Article 19.2 applies.

19.4 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 (2) Parties to this Collective Agreement.

19.5 Training Programs

- a) The City, after consultation with the Union, may, instead of releasing an employee due to technological change, retrain the employee for another position for such period of time as the City thinks fit. The City 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, they may then be released by the City.

19.6 Severance Pay

No regular employee shall be released because of technological change except upon one (1) week's notice, pay included, for each year of service, with a maximum of four (4) weeks, during which time they will be allowed up to five (5)

hours per week with pay, for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice, the employee shall inform the City if they elect to receive severance pay as herein provided or whether they wish to be laid off in accordance with Article 14.

- a) If the employee elects to receive severance pay, they shall lose seniority in accordance with Article 14 of this Agreement and in the event they be rehired by the City at a later date, shall not again be entitled to severance pay as provided for in this Article.
- b) The severance pay payable (in addition to the Agreement provisions) to an employee, pursuant to this Article, shall be one (1) month pay at regular rates for each three (3) full years of service completed by the employee. PROVIDED HOWEVER, that the severance pay shall not be less than one (1) month's pay or more than three (3) months pay.

19.7 Lay-Offs Prior to Technological Change

Notwithstanding anything contained elsewhere in 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 will not be eligible to any entitlement as described in this Article.

19.8 No New Employees Hired as a Result of Technological Change

No additional employees under this Article shall be hired by the City until the provisions of Article 19.4 have been met.

ARTICLE 20 – POSTINGS AND STAFFING OF POSITIONS

20.1 Notification and Posting

When a vacancy occurs or a new position is created inside of the bargaining unit, the City shall immediately notify the Union in writing and post notice of the position in the City's offices, locker rooms, shops and on all bulletin boards for a minimum of one (1) week so that all members will know about the vacancy or new position. Positions shall be posted within one (1) week of vacancy. Vacancies for positions outside of the bargaining unit shall be posted on bulletin boards. Employees who are going to be absent from the workplace for any reason may submit to their supervisor a memo asking for consideration for specific vacancies should they occur during their absence. The Employer will keep postings open externally until filled or reclassified in accordance with Article 22.

20.2 Temporary Vacancy

When the City becomes aware that there will be a temporary vacancy of an existing full-time position, which will extend for more than thirty (30) working days, the temporary vacancy shall be posted within ten (10) working days. A regular full-time employee filling a temporary vacancy shall maintain their status from the time the posting is filled. A casual or part-time employee filling a temporary vacancy will not accrue any benefits or change in status as a result.

20.3 Content of Posting Notice

- a) Such notice shall contain the following information: Nature of position, qualifications, skills, knowledge and education required, shift, wage or salary rate or range and the closing date for applications to the position.
- b) No outside advertising for any vacancy within the bargaining unit shall be placed until the applications of present employees have been fully processed.

20.4 Processing and Filling of Vacancies/Appointments

Following the processing of applications, the City shall conduct interviews for those employees meeting the posted requirements, and within seven (7) days following the completion of the interviewing, shall notify the successful employee of their appointment. Temporary, seasonal and casual employees who are eligible for an interview will be considered after regular full-time and part-time employees.

20.5 Qualifying Period

The employee shall be considered as a qualifying employee in their new position for a period of sixty (60) working days. Notwithstanding this time, the City may, at its sole discretion, reduce the qualifying period. For the purpose of this section, the qualifying period is for the purpose of evaluation only and does not serve as a training period other than the City providing reasonable orientation and instruction in the new position. Conditional on satisfactory service, the employee shall be declared permanent. In the event the successful applicant proves unsatisfactory in the position during the qualifying period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of the position shall also be returned to their former position, wage or salary rate, without loss of seniority. This qualifying period may be extended by mutual agreement.

ARTICLE 21 – TRAINING AND DEVELOPMENT

21.1 Job Training Opportunities

Where a training opportunity exists, beyond training that is done as part of departmental operations, such opportunities will be posted City wide. Interested employees may apply, recognizing that management reserves the right to select candidates. Should the employee believe an improper selection has been made; the Union may appeal the decision directly to the Chief Administrative Officer through the grievance procedure.

21.2 Training Sub-Committee

The parties agree to participate in a Sub-Committee that will meet and make recommendations to the Labour Management Committee regarding training concerns. The Sub-Committee will meet as deemed necessary.

21.3 Training Costs

Where approved training, which is a condition of the position, requires the successful completion of an exam, it is understood that the City will pay the following:

- a) All reasonable costs associated with the employee taking the exam for the first time, including fees, material costs, and travel expenses. For any time away from work the employee will be paid their regular hourly rate, which will be paid as if the employee worked their regular shift. No overtime or other compensation will be paid.
- b) If an employee is unsuccessful on their first attempt and the employee writes the exam a second time, all costs associated with taking the exam will be at the employee's cost. If the employee successfully passes the exam, the City will reimburse the employee fifty (50%) percent of reasonable costs associated with taking the exam as referenced in paragraph (a) above.
- c) If an employee is unsuccessful on their second attempt and the employee writes the exam a third time, all costs associated with taking the exam will be done at the employee's cost and there will be no reimbursement.

If the employee is unsuccessful on their third attempt, Article 15.2 shall prevail.

ARTICLE 22 – JOB DESCRIPTION/CLASSIFICATION

22.1 Written Objections

If the Union presents written objection to a job description presented to it by the City within thirty (30) days, the contentious job description shall be referred to a Joint Classification Committee comprised of two (2) representatives from the City and two (2) representatives from the Union to resolve the difference. If the Classification Committee is unable to resolve the difference, then it shall be submitted to Arbitration pursuant to Article 18.

22.2 Notice of New Position

In the event the City shall establish any new position for which the Union is the bargaining agent, the classification and wage for this new position shall be established by the City. Written notice shall be given to the Union and shall be posted on all Union bulletin boards at the City's place of business for a minimum of seven (7) calendar days so that all members will be aware of the new position. Unless written notice of objection is given to the City by the Union within thirty (30) calendar days after such notice to negotiate and resolve the classification and wage rate, such classification shall be considered as agreed to. In the event the parties are unable to resolve the dispute, then it will be referred to Arbitration, pursuant to Article 18.

22.3 Changes in Classification

When the duties of work in any classification are changed, such that an employee is required to obtain additional skills or training to complete the job, wherein such skills or training become an integral component of the job, the classification and/or pay rate shall be subject to negotiation between the City and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, the dispute shall be submitted to grievance and arbitration. The reclassification and/or rate of pay shall then be considered retroactive to the date the Union first made the reclassification request.

22.4 Reclassification

Prior to the reclassification of an employee by the City, a discussion will be held with the Union.

22.5 Existing Classifications

Existing classifications shall not be eliminated or changed without prior notification to the Union. If the Union objects to the elimination of the

classification in writing within thirty (30) days of being notified, the matter shall be referred to the Classification Committee. If the Classification Committee is unable to resolve the difference, then the matter shall be referred to arbitration, pursuant to Article 18.

ARTICLE 23 – AQUATIC & LEISURE CENTRE EMPLOYEES

23.1 Articles Precedent

Wherever there is found to be a conflict between the Articles hereunder and the Articles elsewhere in the Collective Agreement, the Articles hereunder shall apply.

23.2 Definitions

a) Head Lifeguard

- Is a Lifeguard, Swim Instructor whose responsibilities and tasks are identified in the job description for this position; and
- Shall be regular full-time employees entitled to benefits as per Article 11

b) Senior Lifeguard – (Full-Time)

- Is a Lifeguard, Swim Instructor whose responsibilities and tasks are identified in the job description for this position; and
- Shall be regular full-time employees entitled to benefits as per Article 11

c) Senior Lifeguard – (Part-Time)

- Is a Lifeguard, Swim Instructor whose responsibilities and tasks are identified in the job description for this position, and
- Shall be regular part-time employees, entitled to seniority and the appropriate benefits upon reaching five hundred (500) hours, as per Article 23

d) Lifeguard

A Lifeguard means an employee who:

- Is a Lifeguard, Swim Instructor whose responsibilities and tasks are identified in the job description for this position; and
- Shall be regular part-time employees, entitled to seniority and the appropriate benefits upon reaching 500 hours, as per Article 23

e) Waterslide Attendant/Cleanup

A Waterslide Attendant means an employee who:

- a) Is a Waterslide Attendant whose responsibilities and tasks are identified in the job description for this position; and
- b) Shall be regular part-time employees entitled to seniority and the appropriate benefits and to be considered internal applicants under Article 20.04 for Aquatic & Leisure Centre positions only on reaching five hundred (500) hours per Article 23.

f) Cashier Receptionist

- a) A Cashier Receptionist means an employee whose responsibilities and tasks are identified in the job description for this position, and
- b) Shall be an employee, entitled to seniority and the appropriate benefits upon reaching 500 hours, as per Article 23.

23.3 Benefits – Lifeguard, Cashier/Receptionist, Waterslide Attendant

- a) A Senior Lifeguard, Cashier/Receptionist and Waterslide Attendant shall be entitled to twelve (12%) percent premium on every pay cheque in lieu of benefits. Such benefits include: vacation pay, statutory holidays pay, sick leave, bereavement, group life, disability, medical, extended health and dental coverage.
- b) Upon reaching five hundred (500) hours, a Senior Lifeguard, Cashier/Receptionist and Waterslide Attendant shall be considered internal applicants under Article 20.04 for Aquatic & Leisure Centre positions only and shall be entitled to fifteen (15%) percent premium on every pay cheque in lieu of benefits. Such benefits include: vacation pay, statutory holidays pay, sick leave, bereavement, group life, disability, medical, extended health and dental coverage. Such employees may purchase the City of Trail standard benefit package at their own expense.

23.4 Hours of Work – Lifeguard, Cashier/Receptionist, Waterslide Attendant

- a) The City has the right to:
 - (i) establish hours of work that result in split shifts; and

- (ii) require a Lifeguard to work six (6) consecutive days in order to cover shift changes;
 - (iii) shifts can occur on a 24-hour basis.
- b) The minimum number of hours per shift for which a Lifeguard shall be paid will be in accordance with the *Employment Standards Act*.
 - c) Lifeguards shall not be left guarding on the pool deck for longer than two (2) hours at a time.
 - d) Those employees giving lessons will be paid fifteen (15) additional minutes before and fifteen (15) additional minutes after an instructional lesson block to allow for preparations and reporting time.

23.5 Overtime Hours and Pay – Lifeguard, Cashier/Receptionist, Waterslide Attendant

- a) Overtime shall mean all time worked at the request of the City in excess of eight (8) hours per day or forty (40) hours per week. Overtime shall be paid as follows:

One and one half (1 ½) times the rate for the first three (3) hours in each day and two (2) times the rate thereafter.

- b) Statutory holidays will be paid in accordance with the *Employment Standards Act*.
- c) All overtime hours will be paid out in cash.
- d) No shift premium for weekend work.

23.6 Job Training – Lifeguard and Waterslide Attendant

- a) Lifeguards are required to attend in-services annually:
 - (i) In services will be at least, but not limited to three (3) times per year;
 - (ii) In services are scheduled for at least the following time periods:
 - August/September (paid)
 - December/January (paid)
 - May/June (paid)
 - (iii) For the purpose of in service training, employees shall be paid a minimum of two (2) hours at the regular rate.

- b) Lifeguards are required when posted to attend Department staff meetings:
 - (i) One (1) hour sessions at a maximum of seven times per year;
 - (ii) Be paid for the one hour only without overtime; and
 - (iii) Every effort will be made to conduct quarterly meetings when most staff are on site.
- c) The City requires the lifeguards to be able to maintain the physical standards as set out in the National Lifeguard Service Certification.
 - (i) The City has the right to request lifeguards to perform the physical standard items in the above award at any time to the minimum legal standard;
 - (ii) The City will pay the Lifesaving Society fee for this award once a year;
 - (iii) If a lifeguard does not meet this requirement, the lifeguard will be suspended without pay until they are capable of meeting the requirement;
 - (iv) Grievance procedures as per Collective Agreement for this section; and
 - (v) All new employees will be given proper orientation and training before the start of their first shift and ongoing training shall be provided to all staff as required by the City.
- d) Lifeguards and Waterslide Attendants are responsible for maintaining all required certifications for their positions. Depending on operational requirements, the City may offer training re-certification programs for Lifeguards and Waterslide Attendants. Lifeguard and Waterslide Attendants with over five hundred (500) hours can choose to attend such training re-certification programs on their own time for no cost but will not be entitled to any wages. Lifeguards and Waterslide Attendants who obtain their required re-certification from a different facility are responsible for all costs associated with such re-certification.

23.7 Seniority – Lifeguard, Cashier/Receptionist, Waterslide Attendant

- a) Aquatic staff shall be placed on an Aquatic Seniority List after an employee has worked 500 hours. There shall be separate seniority lists maintained for the positions of Lifeguards, Cashiers, and Waterslide Attendants for the purpose of scheduling and other rights conveyed in this Agreement.
- b) Seniority based on worksite only (Trail Aquatic & Leisure Centre). Seniority is not available in other areas of the Municipal operation.
- c) Seniority will be lost when aquatic staff are not available for a regularly scheduled shift, and at minimum work once per week or the equivalent during the shift schedule because of other employment. Where minimum time as stipulated is not worked, the employee will be removed from the seniority list at the end of the shift schedule.
- d) During the annual aquatic shutdown, work will be offered to Lifeguards and Waterslide Attendants in order of seniority. Assignment of shifts will be based on the employee accepting the full shift as offered.

23.8 Staff Attire – Lifeguard and Waterslide Attendant

The City agrees to provide, at its cost:

- (i) one (1) jersey annually and to replace damaged or worn-out jerseys as required;
- (ii) jerseys to be worn only in the execution of duties performed for the City of Trail;
- (iii) maximum of three (3) bathing suits of suitable quality will be provided for by the City in a calendar year to instructors, based on needs as determined by the City;
- (iv) one (1) pair of suitable footwear provided (for pool deck usage) per year, to a maximum of seventy-five dollars (\$75.00) per year upon submission of receipts; and
- (v) a yearly allowance of up to fifty (\$50.00) dollars for a shirt and a pair of suitable shorts, upon submission of receipts.

23.9 Shift Changes – Lifeguard, Cashier/Receptionist, Waterslide Attendant

- a) Once a shift schedule has been set, changes will only be made for reasons of sickness, accident or authorized leave of absence.

- b) Where reasonable and possible, the Centre Supervisor may amend the shift schedule.
- c) Shift schedules will be prepared for commencement of such shifts; and
 - (i) instructional shifts will be prepared 48 hours in advance of commencement of such shifts; and
 - (ii) lifeguard shifts will be prepared one month in advance of commencement of such shifts.
- d) Seniority process applied to shift changes.
- e) For the purpose of extra shifts, they will be distributed on an equitable basis where reasonably possible amongst employees who have indicated they wish to be called. Where an employee has refused a shift three consecutive times, they will no longer have to be called for the duration of the shift schedule.
- f) Where an employee misses a shift that is scheduled, without proper authorization or just cause, they may be open to investigation that may lead to discipline.

23.10 Relieving in Other Positions

An employee relieving in another position for any portion of their shift shall be paid the rate of the position only when performing those duties.

23.11 Day in Lieu – Full-Time Aquatic Centre Employees

When any of the statutory holidays as listed in Article 9.1 falls on a full-time aquatic center employee's scheduled day of work, the employee shall receive another day off with pay at a time arranged by mutual agreement.

All work performed on any such statutory holiday, as listed in Article 9.1 shall be at their regular rate of pay.

ARTICLE 24 – CHANGES IN AGREEMENT

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during its existence.

All changes to be made as a Letter of Understanding/Agreement, signed by both the Chief Administrative Officer and two (2) members of the Union Executive.

ARTICLE 25 – COPIES OF AGREEMENT

The Union will be responsible for the amending and drafting of the Collective Agreement and the costs associated with the printing and supply of the Collective Agreement will be borne equally between the Parties.

ARTICLE 26 – GENERAL PROVISIONS

26.1 No Intimidation or Discrimination – Union Activities

The City agrees there shall be no intimidation or discrimination against any employee by reason of their activities as a member of the Union and the Union agrees that there shall be no intimidation on its part against any employee of the City.

26.2 Harassment and Discrimination

The City and the Union agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation, sex, race, creed, political affiliation and membership in union, or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.

26.3 Sexual Harassment

All employees have the right to work in an environment free from sexual harassment. For the purpose of this Article, sexual harassment is defined as follows:

- a) Unwanted sexual advances made by a person who knows or ought reasonably to know that such advances are unwanted; or
- b) Implied or expressed promises of reward for complying with a sexually oriented request; or
- c) Implied or expressed threat of reprisal, in this form either or actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
- d) Sexually oriented literature, remarks and behaviour, which may reasonably be perceived to create a negative psychological and emotional environment for work.

26.4 Processing Complaints

Employees may process complaints about harassment through the grievance procedure, subject to the following changes:

- a) Where a person who is the subject of the complaint is the management representative at any step of the grievance procedure, the grievance may be presented to another appropriate management representative(s);
- b) Management and Union representatives in the course of investigating a complaint of harassment shall have due regard for privacy and confidentiality of any and all persons involved in the complaint; and
- c) An arbitrator in the determination of a complaint of harassment may take reasonable steps to protect the interest of all parties in privacy and confidentiality in this determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.

26.5 City Equipment and Property

Employees must return to the City all City's property in their possession at the time of termination of employment.

26.6 Badges and Insignia

Employees shall be permitted to wear Union pins or badges.

26.7 Legal Costs for Employee

In accordance with the City of Trail Officer and Employee Indemnification Bylaw No. 1959, 1983, as amended from time to time, the City of Trail will indemnify an employee against a claim for damages and pay associated legal costs in defense for claims that arise out of the normal performance of the employee's duties with the City in accordance with the terms of such bylaw.

26.8 Employment Abandonment

If an employee is absent from work for a period of five (5) working days without sufficient cause and fails to notify the City and/or communicate with the City, the employee will have been considered to have abandoned their employment.

26.09 Union List of Officers

The Union shall notify the City in writing of the names of its representatives as follows: Officers, Bargaining Committee members; Grievance Committee members; Stewards.

26.10 City Information to Union

The City shall provide the Union with all necessary information relating to the following matters for employees within the bargaining unit on a current basis:

- a) a list of employees, showing their names and classifications ranked according to seniority;
- b) job postings, job awards, promotions, demotions, and transfers;
- c) hiring, discharges, suspensions, discipline, resignations, retirements and deaths;
- d) job classification, job descriptions.

ARTICLE 27 – TERM OF AGREEMENT

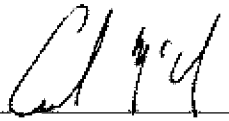
This Agreement shall be in effect as of March 1, 2024 and shall remain in effect until February 28, 2027 but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other within four (4) months but not less than two (2) months immediately preceding the last day of February 28, 2027.


- a) If notice is not given as provided for in Article 27, 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.

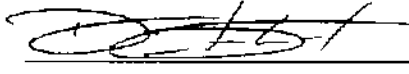
IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their respective officers and thereunto lawfully authorized on behalf this 01st day of October, 2024.


THE CITY OF TRAIL

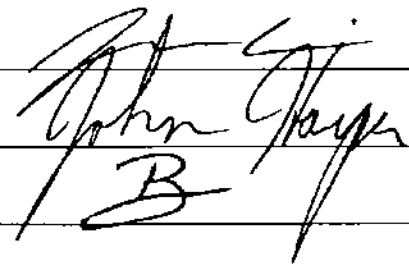






CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087





SCHEDULE "A" HOURLY RATE
OUTSIDE AND ARENA EMPLOYEES

Effective March 1

PAY GRADE		2024	2025	2026
		5%	5%	4%
1	Labour I (probationary period only)	33.93	35.62	37.05
2	Labourer II (upon completion of probationary period), Trades Helper	34.21	35.92	37.36
4	Truck driver, Garbage Pick-up, Park Maintenance	35.26	37.02	38.50
5	Recreation and Facilities Attendant I	35.71	37.50	39.00
7	Payloader Operator, Grader Operator, Cement Finisher, Painter (brush & spray), Welder, Sweeper Operator, Backhoe Operator, Road Roller Operator, Recreation Facilities Attendant II, Park Master (Riding Mower), Sidewalk Snowplow Trackless Operator, Bucket Truck Operator, Snowblower Operator, Truck Driver-snow plows, sanding, salt, flusher, Hiab crane (when crane used), Vactor Operator, Cemetery Caretaker, Cemetery Caretaker Helper, Uncertified Water Treatment Plant Operator, Uncertified Utility Distribution Operator, Warehouse/Toolroom Attendant	37.00	38.85	40.40
8	OIT-certified Water Treatment Plant Operator, OIT- certified Utility, Distribution Operator, 4X4 Winter Shift	37.46	39.33	40.90
9	Recreation Facilities Maintenance Technician, Senior Equipment Operators, Irrigation Operator/Labourer, Utility Distribution Operator – Level 1, Water Treatment Plant Operator – Level 1, Parks Grounds Keeper/Recreation Facilities Attendant I	39.09	41.04	42.68
10	Utility Distribution Operator – Level 2, Water Treatment Plant Operator – Level 2	39.76	41.75	43.42
11	Utility Distribution Operator – Level 3, Water Treatment Plant Operator – Level 3	40.87	42.91	44.63
12	Trade Rates: Journey-tradesman	42.95	45.10	46.90
Mechanic's helper	If required, will be paid same wages they were getting on the job they came off of.			
Recreation Facilities Working Maintenance Foreman (\$1.00 more than paygrade 12)				
Chief Treatment Plant Operator (\$1.00 more than paygrade 11)				

SCHEDULE "B" HOURLY RATE

INSIDE EMPLOYEES

Effective March 1

PAY GRADE		2024	2025	2026
		5%	5%	4%
1		34.22	35.93	37.37
2		34.74	36.48	37.94
3		35.46	37.23	38.72
4	Accounting Clerk, Parks and Recreation Admin Clerk, Secretary to the Corporate Administrator, Clerk Typist – RCMP	36.17	37.99	39.51
5	Collections Coordinator - Trail Museum and Archives	36.78	38.62	40.16
6	Accounting Clerk – Taxation/Utilities, Accounting Clerk – Accounts Payable	37.65	39.53	41.11
7	Office Administration/Exhibits/Cell Block Clerk – RCMP, Office Administration Clerk – RCMP, Parking Meter, Attendant II/Clerk Typist, Public Works Clerk	38.38	40.30	41.91
8	Accounting Clerk/Booking Clerk, Payroll/Accounting Clerk, Court Liaison Clerk – RCMP, Aquatic Program Coordinator	39.14	41.10	42.74
9		40.01	42.01	43.69
10	By-law Enforcement Officer	40.87	42.91	44.63
11	Information Systems Technician	41.75	43.84	45.59
12	Engineering Technician IV	42.70	44.84	46.63
13		43.68	45.86	47.69
14		44.69	46.92	48.80
15		45.75	48.04	49.96
16	Transportation Services Working Foreperson/Engineering Technician	46.82	49.16	51.13
RCMP Guards		23.34	24.51	25.49
Summer Student		22.05	23.15	24.08

SCHEDULE "C" HOURLY RATE

AQUATIC EMPLOYEES

Effective March 1

POSITION	2024	2025	2026
	5%	5%	4%
Head Guard	28.93	30.38	31.60
Senior Guard	25.66	26.95	28.02
Lifeguard	23.34	24.51	25.49
Cashier/Receptionist	20.45	21.47	22.33
Slide Attendant	17.59	18.47	19.21
	or as per Employment Standards if higher		

SCHEDULE "D"

Recreation Facilities Maintenance Technician (RFMT)

One position to work at the facility with the City to schedule the appropriate shift based on operational demand.

Recreation Facilities Maintenance Technician – Relief

A Recreation Facilities Maintenance Technician posted relief position may be utilized by the City for the purpose of vacation relief and when the Foreperson and/or the full-time RFMT position holders are not working a scheduled shift. This position will only be utilized where the incumbent holds and maintains all required qualifications specified for the RFMT position.

Where there is no Foreperson or Recreation Facilities Maintenance Technician on shift, the most qualified and most senior Recreation Attendant I will be assigned the position of Lead Hand and be paid the appropriate differential as specified in the Collective Agreement.

Maintenance Crew and Operation Crew, Recreation Facilities at Trail Memorial Centre

Shift work shall be as per schedule, which shall be posted with respect to all employees on such schedules. No employee shall have their schedule changed unless for emergency reasons or unless mutually agreed upon. Hours of work shall be:

Day Shift:	eight (8) hours from 7:00 a.m. to 3:30 p.m. with one half (½) hour off for lunch.
Afternoon Shift:	eight (8) hours from 3:00 p.m. to 11:00 p.m. with the time off for lunch dependant upon activities. When required, one or more employees may be scheduled to work from 5:00 p.m. to 1:00 a.m.
Early Shift:	6:00 a.m. to 2:00 p.m. with a running lunch.

Weekend Day Shift: eight (8) hours from 7:00 a.m. to 3:00 p.m. with a running lunch.

Refrigeration Certificate

Recreation Facilities Attendant II employees will move from Paygrade 5 to Paygrade 7 as specified on Schedule "A" upon acquiring the refrigeration certificate specified in the job description.

Special Shift

Three (3) days day-shift and two (2) days afternoon shift, followed by two days off on a regular five and two basis, for the winter season only.

LETTER OF UNDERSTANDING #1

RE: Hours of Work – Office and Support Staff - Modified Work Week

The parties hereby agree to a modified work week as described herein be implemented.

1. A Modified Work Week

A modified work week shall comprise of a regular work week plus an accumulated two and one half (2 ½) hours at straight time within a five (5) day work week, excluding all paid or unpaid leaves under the Collective Agreement, for those working a paid thirty-seven and one half (37 ½) hours a week. The accumulated straight time hours shall be carried in a bank for a scheduled day off comprising of seven and one half (7 ½) hours.

Employees cannot accumulate beyond seven and one half (7 ½) hours in the "modified work week bank" and this time must be scheduled and used before additional time can be accumulated.

2. Banked Time and Cash Payout

Schedules must be prepared and submitted by the employees participating in the program for approval by their supervisor for the upcoming three (3) month working days prior to the commencement of the month. These schedules will reflect time worked, time used, and any accumulated time carried forward.

The accumulated banked time of seven and one half (7 ½) hours must be taken as a paid day off on the scheduled day, or if this is not possible, within 60 days of the last modified day worked.

A cash payout shall not be available for any hours banked under the modified work week. Banked times for all other purposes shall remain in accordance with the Collective Agreement without any modification.

3. Overtime Accumulation and Compensation

For the purpose of a modified work week only, each one half (½) hour accumulated in a work day between Monday to Friday, shall not be considered overtime and shall not be compensated as overtime. For all other purposes, the overtime provisions of the Collective Agreement shall apply.

4. Time Worked

For the purpose of a modified work week, time worked towards the accumulation of seven and one half (7 ½) hours in the bank shall be based on time worked

excluding sick leave, vacation, statutory holidays and any other paid or unpaid leaves as specified in the Collective Agreement.

5. **Wage Rate Relieving in High Rated Position**

For the purpose of modified work week which results in a scheduled day-off, no wage rate adjustment shall be made to an individual if required for partially relieving in a higher-rated position unless the individual was assigned to work in a higher-rated position to the scheduled day off under the modified work week and in such case the provisions of the Collective Agreement shall apply. At all times, relieving in a higher rated position shall be avoided through scheduling; however, partial work for short periods may be necessary to service customers.

6. **Hours of Work**

Banked time will only accumulate between 4:30 p.m. and 5:00 p.m., or as mutually agreed to by the City and the employee depending on the operational needs of the City.

7. **Modified Work Week Bank**

This banked time shall remain as a separate bank. It must be taken as paid time off as scheduled and is not subject to cash payout. Employees will only be permitted to bank and utilize a maximum of twelve (12) days in a calendar year.

8. **Scheduled Paid Day Off – Monday and Friday**

The participating members shall take a paid day off as per schedules drawn and subject to the availability of personnel in the affected areas and work requirements. The scheduled paid day off shall be a Monday or a Friday or any other day if prior approval by a supervisor has been obtained prior to the commencement of the scheduled paid day off.

9. **Participation**

For the purpose of the modified work week, participation is limited to individuals in the office and support classifications who are not in any shift work which precedes or extends between 7:00 a.m. to 5:00 p.m. are classified permanent employees and have been designated that participation is mandatory for the purpose of the program to be effective.

10. General – Monetary Gain and Interpretation

The modified work week shall not incur any monetary increase to any participants other than a paid day off as per schedules drawn and as per time banked under the modified work week. The modified work week shall be interpreted within the context of this Letter of Understanding and not within the context of the Collective Agreement as a whole unless specifically stated.

11. Notice of Termination

This Letter of Understanding shall be in effect until February 28, 2027 after which either party may terminate the modified work week without prejudice by giving thirty (30) calendar days written notice of termination to the other party.

Dated this 2nd day of October, 2024.

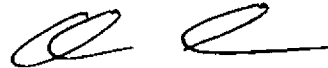
CITY OF TRAIL

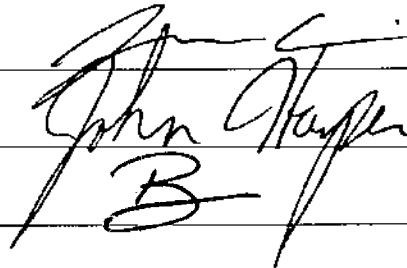
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087











LETTER OF UNDERSTANDING #2

RE: Trail Aquatic and Leisure Centre Employee Passes (TALC)

The Parties agree to the following terms for the March 1, 2024-February 28, 2027 Collective Agreement:



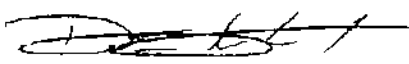
1. The Employer will offer annual Recreation Passes to all Regular Full-Time Employees and their immediate family for the term of this agreement.
2. Employees must sign up for the annual TALC Pass at the facility.
3. TALC Passes are a taxable benefit, and Employees who sign up for a TALC Pass are responsible for this taxable benefit.
4. Employees wishing to cancel their TALC Pass must surrender their pass to the front counter at TALC and contact the General Manager of Corporate Services about the cancellation. Cancellation of the taxable benefit will be processed by Payroll at the end of that month.
5. Employees covered under Article 18 of the Collective Agreement, shall have free access to the TALC.

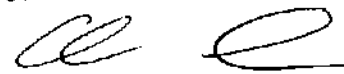
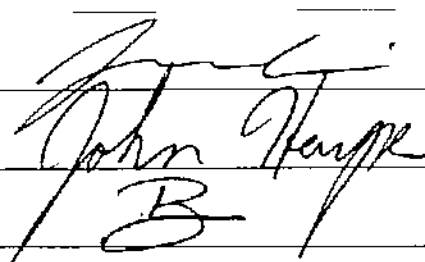
This Letter of Understanding will expire on February 28, 2027 per Article 27.

Dated this 2nd day of October, 2024.

CITY OF TRAIL

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087

LETTER OF UNDERSTANDING #3

RE: RCMP Part-Time Disclosure Clerk

The parties hereto agreed and understand the following:

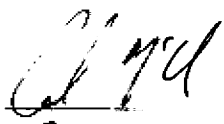


1. The City of Trail, through its municipal employees, provide services directed by the RCMP as part of a Policing Contract. These services include the provision of information to the public on a fee-for-service basis including criminal records checks, fingerprinting and other information as legally required.
2. The City retains a part-time position; the RCMP Disclosure Clerk to provide the service referenced in paragraph (1). The position must generate sufficient revenues to cover all costs associated with the position and the provision of service. The City monitors rates charged to ensure there is proper recovery for time spent on various requests. If sufficient revenues are not generated on an ongoing basis the City of Trail reserves the right to reduce the hours specified in paragraph (3) or lay-off the position as determined by the City.
3. The RCMP wishes to provide service for the Boundary Area from the Trail and Greater District Detachment and the City of Trail has agreed to proceed on this basis. In order to provide the service, the Disclosure Clerk will be required to work twenty (20) hours per week to provide this service, with the daily schedule to be determined by the RCMP, provided that the schedule falls within the parameters specified in Article 6.3 (c) of the Collective Agreement.
4. The position will be compensated at pay grade 4 of Schedule "B" of the Collective Agreement.
5. In addition to the compensation referenced in paragraph (4), the employee shall also be entitled to the following:
 - a. Municipal Pension – Contributions to the municipal pension plan shall be done in accordance with the *Public Service Pension Plan Act and Pension Benefits Standards Act*.
 - b. Article 11 – Employee Benefits – Except for Pension as detailed above, the City shall pay fifteen (15%) percent in lieu of benefits specified in Article 11. The employee may purchase the City of Trail standard benefit package at their own expense.
 - c. Article 10 – Vacation – The Disclosure Clerk shall be entitled to vacation being earned on a prorated basis at fifty-three (53%) percent of amounts specified in

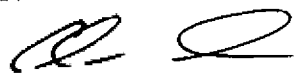
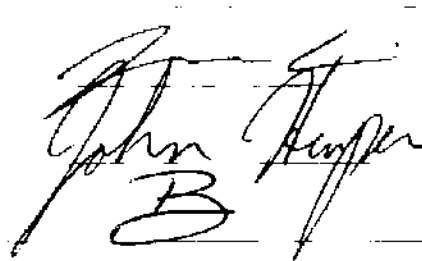
Article 10.1. If there is any change in hours worked, the accrual will be based on actual hours worked in the preceding year.

Dated this 2nd day of October, 2024.

CITY OF TRAIL

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087

LETTER OF UNDERSTANDING #4



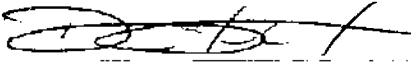
RE: Janitorial Services – Trail Aquatic and Leisure Centre

The parties hereto agree and understand the following:

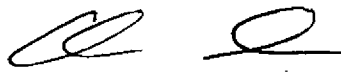
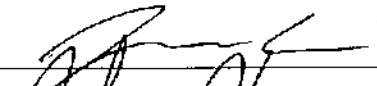
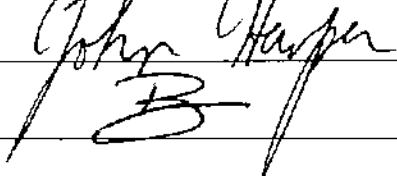
1. The City of Trail will employ two (2) employees on a part-time basis as defined in the Collective Agreement for the purpose of providing janitorial services at the Trail Aquatic and Leisure Centre in accordance with the approved job description.
2. The wage rate for the position will be specified in the Collective Agreement. It is recognized and understood that the rate is all inclusive and is not subject to any rate differentials detailed in the Collective Agreement.
3. The hours of work for the position will commence immediately following the closure of the facility to the public, with a shift duration of five and one half (5 ½) hours per night, with a running lunch.
4. It is agreed and understood that the parties will work together to develop a mutually agreeable shift schedule that ensures necessary coverage on a daily basis.
5. It is recognized that due to the nature of the work and various changes to scheduling of the facility or usage that may occur, that Article 6.13 and Article 6.6 as it pertains to notice of shift change, will not apply. Further, for the purpose of call-outs, the minimum hours of work paid will be based on the *Employment Standards Act*.
6. The parties agree that all of the terms and conditions of this Letter of Understanding will be subject to an annual review and if either party feels that changes are required they will be advanced in writing for consideration by the other party.

Dated this 2nd day of October, 2024.

CITY OF TRAIL

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087

LETTER OF UNDERSTANDING #5

RE: Airport Operations Specialist

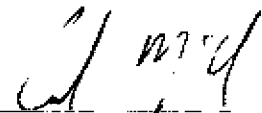


The Parties hereto agree and understand the following:

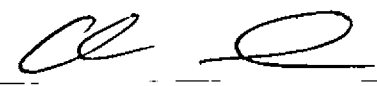
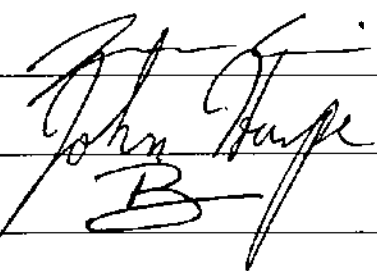
1. The City of Trail utilizes the part-time Airport Operations Specialist position for the purposes of providing services at the Trail Regional Airport in accordance with the approved Job Description.
2. The position will be compensated at pay grade 7 of Schedule "A" of the Collective Agreement.
3. The wage rate, for the position and subsequent rate increases are based on the same percentage increases as specified in the Collective Agreement. It is recognized and understood that the pay rate is all inclusive and is not subject to any wage differentials or premiums detailed in the Collective Agreement.
4. It is recognized that due to the nature of the work, Article 6.13 and Article 6.6 as it pertains to notice of shift change will not apply. Further, for the purpose of call-outs, the minimum hours of work paid will be based on the Federal Labour Standards.
5. In addition to the compensation referenced in paragraph 2, the City shall pay a fifteen (15%) percent premium in lieu of benefits on every pay cheque at the completion of the 720 hours of probation. Such benefits include vacation pay, statutory holiday pay, sick leave, bereavement, superannuation, group life, disability, medical, extended health and dental coverage.

Dated this 2nd day of October, 2024.

CITY OF TRAIL

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087

LETTER OF UNDERSTANDING #6

RE: Hours of Work – Heat Events



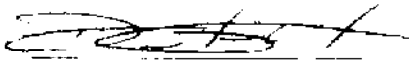
The Parties hereto agree and understand the following:

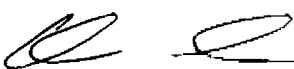
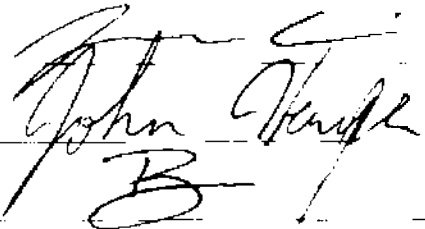
1. The City of Trail and CUPE Local 2087 agree that between June 1 and September 15 that the hours of work for outside employees may be changed to provide for a start time up to three (3) hours earlier than normal to adjust for extreme events.
2. Shift changes will be mutually agreement and shall not result in overtime as a result to the earlier start time. Break times shall be modified to coincide with the start time.
3. Shift changes shall be agreed to in weeklong blocks prior to the start of the work week.
4. Exemptions from these hours of work shall be considered and made for employees with Childcare or personal conflicts.

Dated this 2nd day of October, 2024.

CITY OF TRAIL

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087

LETTER OF UNDERSTANDING #7

RE: Mountain View Cemetery Travel Expense - Approved Leaves

The City of Trail and CUPE Local 2087 hereby agree that employees assigned to work at Mountain View Cemetery and who have an approved leave during that day of work, may utilize their own personal vehicle to commute between public works, the cemetery and the employee's appointment.

This mileage is only provided to employees using their own vehicle to travel to and from Mountain View Cemetery for work. Each employee is responsible for ensuring their vehicle is properly insured for this purpose.

Employees must be at the Cemetery at the start of their regular shift as per Hours of Work of the Collective Agreement and leave work at the end of the shift.




It is agreed that such employees be entitled to the Province of BC mileage rate for the current year example (2024 = \$0.70 per/km) for a total of 14 km per day, consisting of one (1) round trip to and from the City of Trail, for travel and that employees will not be compensated for travel time, only mileage.

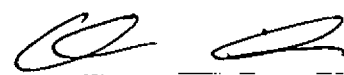
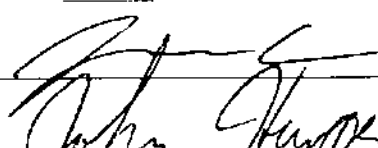
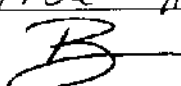
This Letter of Understanding will terminate upon expiration of the Collective Agreement between the City of Trail and CUPE Local 2087 unless renewed by the parties. This Letter of Understanding may be terminated, without prejudice, by giving thirty (30) calendar day's notice to the other party.

Dated this 2nd day of October, 2024.

CITY OF TRAIL

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087

LETTER OF UNDERSTANDING #8



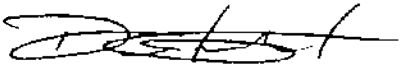
RE: TALC Head Guard Posting – Article 20.1

The Parties agree to the following:

1. In accordance with Article 20.1, the Parties agree that the position of Head Guard will not be posted or filled.
2. The term of this Letter of Understanding will be the duration of the current Collective Agreement except that both parties retain the right to cancel the Letter of Understanding with thirty (30) days written notice.
3. This Letter of Understanding will become effective upon the date of signing by the parties and apply only to the position of Head Guard.

Dated this 2nd day of October, 2024.

CITY OF TRAIL

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2087

