

COLLECTIVE AGREEMENT

BETWEEN

CITY OF PRINCE RUPERT

AND

CANADIAN UNION

OF PUBLIC EMPLOYEES

LOCAL 105

JANUARY 1, 1998 - DECEMBER 31, 2000

## INFORMATION FOR UNION MEMBERS

Union Meetings - 1st Thursday of each month

Executive Meetings - last Thursday of each month

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THIS AGREEMENT ENTERED INTO THIS 1ST DAY OF JANUARY, 1998.

BETWEEN:

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

PARTY OF THE FIRST PART

AND:

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

PARTY OF THE SECOND PART

PREAMBLE

It is the desire of both parties to this Agreement:

1. To maintain and improve the harmonious relations and settle conditions of employment between the City and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
3. To encourage efficiency in operations.
4. To promote the morale, well being and security of all employees in the bargaining unit of the Union.

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

ARTICLE 1 MANAGEMENT RIGHTS

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

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

ARTICLE 2 RECOGNITION AND NEGOTIATIONS  
ARTICLE 2 RECOGNITION AND NEGOTIATIONS

2.01 Bargaining Unit2.01 Bargaining Unit

The City recognizes the Canadian Union of Public Employees and its Local 105 as the sole and exclusive collective bargaining agency for its employees, save and except Airport Ferry personnel, carpenters, firefighters and electricians, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any difference that may arise between them.

2.02 Work of the Bargaining Unit2.02 Work of the Bargaining Unit

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

2.03 No Other Agreements2.03 No Other Agreements

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

2.04 Technical Information2.04 Technical Information

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

2.05 List of Departments

The following are the recognized departments:

- R.C.M.P.
- Recreation
- City Hall (Engineering, Finance, Administration, Development Services)
- Visitor Services (Campground, Tourism)
- Golf Course

Public Works  
Telephone

ARTICLE 3 NO DISCRIMINATION, COERCION OR HARASSMENT  
ARTICLE 3 NO DISCRIMINATION

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

3.02 Union Activities 3.02 Union Activities

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

ARTICLE 4 UNION SECURITY  
ARTICLE 4 UNION SECURITY

4.01 All Employees to be Members 4.01 All Employees to be Members

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

4.02 Union Notification 4.02 Union Notification

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

ARTICLE 5 CHECK-OFF OF UNION DUES  
ARTICLE 5 CHECK-OFF OF UNION DUES

5.01 Check-Off 5.01 Check-Off

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

5.02      Deductions5.02      Deductions

Deductions shall be made from the payroll bi-weekly and shall be forwarded to the Secretary-Treasurer of the Union no later than the fifteenth (15th) day of the month following, accompanied by a list of the names of the employees from whose wages the deductions have been made. Upon request, the City shall supply the Union with the addresses of employees.

5.03      Union Dues Receipts5.03      Union Dues Receipts

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

ARTICLE 6      THE      CITY      AND      UNION      SHALL      ACQUAINT      NEW  
EMPLOYEESARTICLE 6THE      CITY      AND      UNION      SHALL      ACQUAINT      NEW  
EMPLOYEES

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

6.02      Copies of Agreement6.02      Copies of Agreement

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

ARTICLE 7      CORRESPONDENCEARTICLE 7 CORRESPONDENCE

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

ARTICLE 8      LABOUR-MANAGEMENT COOPERATION COMMITTEEARTICLE 8  
LABOUR-MANAGEMENT COOPERATION COMMITTEE

8.01      Establishment of Committee8.01      Establishment of Committee

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



referred to this Committee for discussion and recommendations. Either party may request that a meeting be convened, in which case the Administrator shall notify the parties of the time and place.

ARTICLE 9 LABOUR-MANAGEMENT RELATIONS

ARTICLE 9 LABOUR-MANAGEMENT RELATIONS

9.019.01 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the City. Such representatives shall have access to the City's premises in order to investigate and assist in the settlement of a grievance.

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

ARTICLE 10 GRIEVANCE PROCEDURE ARTICLE 10 GRIEVANCE PROCEDURE

10.01 Settling of Grievance 10.01 Settling of Grievance

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

Step 1

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

Step 2

Failing satisfactory settlement within two (2) working days after the grievance was submitted under Step 1, the Union will submit the grievance, in writing to the Department Head within ten (10) working days. The Department Head will render his decision in writing within five (5) working days after receipt of the grievance.

Step 3

Failing satisfactory settlement at Step 2, the Union will submit the grievance, in writing, within five (5) working days to the City Administrator who shall render his decision in writing within five (5) working days, after receipt of the grievance.

#### Step 4

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

#### Step 5

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

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

### 10.02 Permission to Leave Work 10.02 Permission to Leave Work

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

### 10.03 Policy Grievance 10.03 Policy Grievance

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

### 10.04 Union Representatives 10.04 Union Representatives

The Union shall notify the City, in writing, of the names of its Stewards, and

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

10.05 Sexual Harassment and Dismissal Grievances 10.05 Sexual Harassment and Dismissal Grievances

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

10.06 Work Experience Programs 10.06 Work Experience Programs

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

ARTICLE 11 ARBITRATION  
ARTICLE 11 ARBITRATION

11.01 Composition of Board of Arbitration 11.01 Composition of Board of Arbitration

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

11.02 Failure to Appoint 11.02 Failure to Appoint

Should the members appointed by the parties fail to agree on a Chairperson within the said five (5) days, the Chairperson shall then be appointed by the Minister of Labour of the Province of British Columbia.

11.03 Decisions of the Board 11.03 Decisions of the Board

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

Collective Agreement.

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

11.04 Expenses of the Board 11.04 Expenses of the Board

Each party shall bear the expenses of its respective appointee and shall also pay one-half (½) of the expenses of the Chairperson.

11.05 Amending of Time Limits 11.05 Amending of Time Limits

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

ARTICLE 12 DISCHARGE, SUSPENSION AND DISCIPLINE

ARTICLE 12 DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Warnings 12.01 Warnings

Whenever the City deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his work up to a required standard by a given date, the City shall within five (5) days thereafter give written particulars of such censure to the employee involved with a copy to the Secretary of the Union.

12.02 Discharge or Suspension 12.02 Discharge or Suspension

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

12.03 May Omit Grievance Steps 12.03 May Omit Grievance Steps

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

12.04 Unjust Suspension or Discharge 12.04 Unjust Suspension or Discharge

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

12.05 Adverse Reports 12.05 Adverse Reports

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

- (a) When eighteen (18) months have elapsed since the suspension, provided there has been no recurrence of a similar and/or any other infraction.
- (b) When twelve (12) months have elapsed since the issuance of a letter or verbal reprimand, provided there has been no recurrence of a similar and/or other infraction.

12.06 Strike Crossing of Picket Lines During Strike 12.06 Crossing of Picket Lines During

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

12.07 Strike Emergency Service During Strike 12.07 Emergency Service During

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

12.08 Political Action 12.08 Political Action

No employee shall be disciplined for participation in any political action called by the Canadian Labour Congress, B.C. Federation of Labour or the

Canadian Union of Public Employees (National or Provincial).

12.09 Access to Personnel File 12.09 Access to Personnel File

An employee shall have the right to have access to and review his personnel file during normal working hours.

ARTICLE 13 CASUAL EMPLOYEES ARTICLE 13 CASUAL EMPLOYEES

13.01 Definition 13.01 Definition

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

13.02 Availability 13.02 Availability

- (a) A casual employee may be unavailable for work for up to six (6) calendar weeks of work annually (i.e. forty-two (42) calendar days in a seven (7) day work week operation, thirty-six (36) calendar days in a six (6) day work week operation or thirty (30) days in a five (5) day work week operation.) A casual employee shall apply to the department head for such leave and approval shall not be unreasonably withheld. This leave shall be applied for and approved in writing.
- (b) A casual employee who refuses three (3) consecutive calls shall be terminated from the casual list.
- (c) A casual employee may be granted a leave of absence from the casual list for good and sufficient cause. Good and sufficient cause shall be determined by the City.

13.03 Seniority 13.03 Seniority

- (a) All casual employees hired after December 31, 1983 shall have seniority from the date of hire upon completion of sixty (60) days worked.
- (b) An employee on the casual seniority list shall not have seniority preference over an employee on the regular seniority list.
- (c) A casual employee who becomes a regular employee shall have his casual hours prorated to that of a full-time employee and be given a seniority date on the regular seniority list that is backdated from the date of becoming a regular employee.

- (d) An employee who is on the regular seniority list and who is subsequently placed on the casual seniority list shall maintain his seniority date.
- (e) Casual employees shall be listed by department and shall only have preference for casual work within one (1) department. Departments shall be RCMP, Recreation, City Hall, Visitor Services, Golf Course, Public Works and Telephone.
- (f) A casual employee is not used where work warrants a regular position.

## ARTICLE 14 SENIORITY

### 14.01 Federal-Provincial Aided Projects 14.01 Federal-Provincial Aided Projects

For all individuals specifically hired as employees by the City on Federal-Provincial financial aided Municipal projects, seniority will not take effect until such projects have been completed and the individuals hired are subsequently retained by the City to do other Municipal work. Seniority for record purposes in such cases will date back to the date that seniority would have been effective if no such Federal-Provincial aid programs were in being.

### 14.02 Seniority Defined 14.02 Seniority Defined

(a) Seniority is defined as the length of service in the bargaining unit.

#### (b) Regular Seniority List

All regular employees shall, upon completion of the probationary period, have seniority from the date of hire.

### 14.03 Seniority Lists 14.03 Seniority Lists

The City shall maintain two (2) seniority lists showing the date upon which each employee's service commenced with the City. Up to date seniority lists shall be sent to the Union and posted on all bulletin boards every three (3) months.

### 14.04 Probationary Employees 14.04 Probationary Employees

Employees shall be considered on a probationary basis for a period of three (3) months from the date of hire in a regular position. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such

employees may be terminated at any time during the probationary period with recourse to the Grievance Procedure. After completion of the probationary period, seniority shall be effective from the original date of employment in the regular position as amended by article 13.03(c).

14.05 Employee Definitions 14.05 Employee Definitions

(a) Definition of Regular Employees(a) Definition of Regular Employees

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

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

(c) Student Employees(c) Student Employees

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

14.06 Loss of Seniority14.06 Loss of Seniority

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

- (a) he is discharged for just cause and is not reinstated;
- (b) he resigns;
- (c) he is absent from work in excess of three (3) working days without sufficient cause or without notifying the City, unless such notice was not reasonably possible;
- (d) he fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the City informed of his current address in writing;
- (e) he is laid off for a period longer than twelve (12) months;
- (f) a casual employee is not called to work for six (6) months.



ARTICLE 15 PROMOTIONS AND STAFF CHANGES ARTICLE 15  
PROMOTIONS AND STAFF CHANGES

15.01 Job Postings 15.01 Job Postings

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

15.02 Information in Postings 15.02 Information in Postings

Such notice shall contain the following information:

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

15.03 Method of Making Appointments 15.03 Method of Making Appointments

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

shall be made within three (3) weeks of posting.

15.04 Trial Period 15.04 Trial Period

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

wage or salary rate, without loss of seniority.

15.05 Union Notification 15.05 Union Notification

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

15.06 On the Job Training 15.06 On the Job Training

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

15.07 Training Courses

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

- (a) Training related to an employee's current classification within a department shall be given by seniority.
- (b) An employee not currently in the classification, but within the department, shall be offered training by seniority. Offers of training shall be recorded as accepted or rejected.

Courses taken during an employee's regular working hours shall be without loss of pay. Courses taken outside an employee's regular hours shall not incur overtime pay.

Part-time and casual employees shall be paid for the hours, up to full-time, for a course taken under (a) above.

15.08 Transfer and Seniority Outside Bargaining Unit 15.08 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit. Such employee shall have the right to return to his former

position in the bargaining unit within six (6) months of leaving the unit and such period shall be at no loss in seniority or benefits.

15.09 Temporary Vacancies 15.09 Temporary Vacancies

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

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

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

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

(c) Additional Hours for Part-time Employee

- (i) A part-time employee shall have the right to work additional hours, up to fulltime, in the employee's classification at the employee's worksite.
- (ii) A part-time lifeguard/instructor or clerical employee shall have the right to work additional hours to cover for positions where the coverage is part of the posting requirements of the employee's position.

15.10 Disabled Employee's Preference

An employee who has been incapacitated at his work by injury or compensatory occupational disease, or who, through advancing years or temporary disablement is unable to perform his regular duties shall, if possible, be employed in other work which he can perform at the employee's regular worksite and regular work shift. If the available work is outside the employee's regular worksite and regular work shift, the employee shall have the option of accepting the available work. If the employee is unable to return to his regular position within six (6) months from the date of incapacitation, the City shall offer a position(s) based on qualifications and

ability, however an employee may not displace an employee with more seniority. Such an employee may be appointed to a vacant position without regard to the seniority provisions of Article 15.03. Such an employee shall not have his salary reduced for a period of twelve (12) months; for the next twelve (12) months he shall receive the rate halfway between his former rate and the position to which he was assigned and then he shall receive the rate for the new position. This Article shall not apply to an employee who qualifies for the maximum pension under the Pension (Municipal) Act or has attained the age of 65.

## ARTICLE 16 LAYOFFS AND RECALLS

### ARTICLE 16 LAYOFFS AND RECALLS

#### 16.01 Layoff Defined

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

#### 16.02 Layoff by Seniority

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

#### 16.03 Notice of Layoff

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

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

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

#### 16.04 Layoff Procedure

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

#### 16.05 Employee Options on Layoff

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

#### 16.06 Casual Work for Employee on Layoff

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

#### 16.07 Bumping Procedures

- (a) An employee being laid off or displaced and wishing to exercise his bumping rights shall, within five (5) working shifts of his receiving written notification of his layoff, submit in writing to the Human Resources Manager, notice of his intent to exercise the bumping procedures and shall indicate the position being bumped into. The City shall provide any information regarding seniority of employees and required qualifications for positions which the laid off

employee may require. The Department Head shall advise the employee, in writing, within two (2) working days, of acceptance or rejection of the bump.

- (b) An employee shall be limited to two (2) opportunities to displace a junior employee and shall be given a one (1) month trial period in the new position. At any time in the trial period (for the first or second bump) the employee may choose severance or to revert to layoff with no recourse to further bumping.
- (c) The City shall decide the appropriate start date in the position being bumped into. If the employee is placed in the new position before expiry of the notice of layoff period, the wage rate applicable to the notice period shall be paid, if higher.
- (d) An employee bumping into a position, which has a different shift than the current position, shall be placed in the new position at a time that minimizes any overtime or premium payments, which the City would incur due to the bump. However, the employee shall not lose any pay in order to accommodate the start in the new position.

16.08 Rate of Pay

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

16.09 Notification of Change of Address

It shall be the employee's responsibility to keep the City informed in writing of his current address and phone number.

16.10 Vacancies Will Be Posted

Any vacancy, whether a laid off position or a new position, shall be posted as per article 15.

16.11 No New Employees

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

16.12 Severance Pay Option

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

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

#### 16.13 Grievance on Layoff

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

### ARTICLE 17 HOURS OF WORKARTICLE 17 HOURS OF WORK

#### 17.01 Hours17.01 Hours

- (a) The regular work week for employees working forty (40) hours per week shall be eight (8) hours between half-past seven (7:30) a.m. and half-past four (4:30) p.m. Monday to Friday inclusive, with one-half ( $\frac{1}{2}$ ) hour off for lunch.
- (b) The regular work week for employees working thirty-seven and one-half ( $37\frac{1}{2}$ ) hours per week shall be seven and one-half ( $7\frac{1}{2}$ ) hours per day between the hours of half-past eight (8:30) a.m. and five (5:00) p.m. Monday to Friday inclusive, with one (1) hour off for lunch. Employees to which this section applies shall be draftspersons, waterworks operator, assistant building inspector, collector, chief draftsperson and accountant.
- (c) The regular work week for employees working thirty-five (35) hours per week shall be seven (7) hours per day between half past eight (8:30) a.m. and five (5:00) p.m. Monday to Friday inclusive, with one (1) hour

off for lunch, such hour to be at the discretion of the Department Head.

- (b) Employees required to work other than the regular work week shall be covered by Schedule "C" of this Agreement.
- (e) One-half ( $\frac{1}{2}$ ) hour meal time shall be included as part of the regularly scheduled work period for employees who are not able to absent themselves from the premises where they are working.
- (f) Minimum Posted Hours at the Pool and Skate Patrol

For operational requirements only at the pool and for skate patrol, the City may post a position(s) of less than seventeen and one half ( $17\frac{1}{2}$ ) hours per week which may include a minimum two (2) hour per day shift(s).

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

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

- (h) Shift Change at Pool, Recreation Department

- (i) Seventy-two (72) hours notice shall be given before an employee's shift is changed. Failure to provide at least twelve (12) hours rest between shifts which are being changed, shall result in payment of overtime at established rates for any hours worked during such normal rest period.
- (ii) Shift changes shall only be made at a time when all employees involved shall suffer no loss of wages because of such shift



changes.

- (iii) A maximum shift shall be eight (8) hours work within a twenty-four (24) hour period commencing at 12:00 a.m.
- (iv) All time worked beyond a regular shift of eight (8) hours in the twenty-four (24) hour period (commencing at 12:00 a.m.) shall be considered overtime and shall be paid at the applicable overtime rate.

17.02 Change of Regular Work Week 17.02 Change of Regular Work Week

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

17.03 Rest Periods 17.03 Rest Periods

All employees shall be entitled to two (2) ten (10) minute rest periods during each eight (8) hour shift at times convenient to the contingency of the project.

17.04 Minimum Hours 17.04 Minimum Hours

- (a) A regular employee reporting for work in his regular shift shall be paid his regular rate of pay for the entire period of work, with a minimum of four (4) hours pay.
- (b) Casual employees shall receive a minimum of two (2) consecutive hours' pay. An employee reporting more than once during a twenty-four (24) hour period shall receive the two (2) hour minimum for each time reporting to work.

17.05 Union Meeting Night 17.05 Union Meeting Night

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

17.06 Flexible Working Hours 17.06 Flexible Working Hours

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

## ARTICLE 18      JOB SHARING

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

### (a) Posted Position

In the event of a posted position:

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

### (b) Position Currently Held by an Employee

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

- (i) The employee shall make a written request to the City, describing the shared arrangement the employee would like to arrange;
- (ii) The City shall post the "shared" portion of the job;
- (iii) The City shall fill the shared portion of the job as per the collective agreement;
- (iv) If the job-sharing arrangement cannot continue because the original employee leaves the position, the position shall be posted with its full hours;
- (v) If the employee who posted into the shared position leaves, the original employee shall assume the full hours;
- (vi) The employee who posted into the shared position cannot

assume the full hours on a permanent basis until the position is reposted;

- (vii) The original employee in the position may end the job-sharing arrangement by giving six (6) months written notice.

(c) Shared Positions

All shared positions:

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

ARTICLE 19 OVERTIME ARTICLE 18 OVERTIME

19.01 Overtime Defined 18.01 Overtime Defined

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

19.02 No Layoff to Compensate for Overtime 18.02 No Layoff to Compensate for Overtime

Employees shall not be required to lay off during regular hours as defined in

Article 17, to equalize any overtime worked.

19.03 Sharing of Overtime 18.03 Sharing of Overtime

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

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

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

19.04 Call In Time 18.04 Call In Time

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

19.05 Time Off in Lieu of Payment 18.05 Time Off in Lieu of Payment

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

taken within one (1) year of the date it was credited to the employee.

19.06 Overtime Call-out List 18.06 Overtime Call-out List

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

ARTICLE 20 SHIFT WORK ARTICLE 19 SHIFT WORK

20.01 Shift Premium 19.01 Shift Premium

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

- (a) All hours worked in any shift between seven (7:00) a.m. and five (5:00) p.m. shall be considered a day shift;
- (b) All hours worked on any shift between five (5:01) p.m. and twelve (12:00) a.m. shall be considered an afternoon shift and shall be paid a premium of two percent (2%);
- (c) All hours worked on any shift between twelve (12:01) a.m. and seven (7:00) a.m. shall be considered a night shift and shall be paid a premium of three percent (3%).

20.02 Commencement of Shifts 19.02 Commencement of Shifts

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

20.03 Shift Preference 19.03 Shift Preference

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

20.04 Notice of Shift Change 19.04 Notice of Shift Change

Maximum available notice shall be given before change of shift. Failure to provide at least sixteen (16) hours rest between shifts which are being changed, twelve (12) hours in the case of those employees included on Schedule C-2, shall result in payment of overtime at established rates for any hours worked during such normal rest period.

20.05 Split Shifts 19.05 Split Shifts

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

ARTICLE 21 HOLIDAYS

ARTICLE 20 HOLIDAYS

21.01 List of Holidays 20.01 List of Holidays

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

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

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

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

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

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

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

21.02 Holidays During Vacation 20.02 Holidays During Vacation

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

21.03 Holiday Pay - Recreation 20.03 Holiday Pay - Recreation

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

21.04 Holidays on Day Off - Recreation 20.04 Holidays on Day Off - Recreation

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

21.05 Statutory Holiday Pay for RCMP Guards and Dispatchers 20.05 Statutory Holiday Pay for RCMP Guards and Dispatchers

In recognition of the annual average hours of work for guards (whose work week is actually forty-two and a half (42.5) hours at straight time pay) and dispatchers (whose work week is actually six (6) hours per month, or seventy-two (72) hours per year short the total based on the forty (40) hour work week) the Parties hereby agree to the following procedure for payment of Statutory Holidays as listed in Article 21.01:

- (a) (i) Guards and dispatchers who are scheduled to work, and do work on a Statutory Holiday shall be compensated as per the Collective Agreement.
- (ii) Guards and Dispatchers who are on a regularly scheduled day off shall be compensated in accordance with Article 19.01 (b) and the Schedule "C-1" of the Collective Agreement. That employee shall be paid eight (8) hours pay for the statutory holiday and double (x2) pay for all hours worked on the employee's first shift worked after the Statutory Holiday.

- (b) Dispatchers may choose to work the lacking six (6) hours per month (seventy-two (72) hours per year equivalent) to bring hours in line with the Collective Agreement of forty (40) hours per week. These hours would be worked at mutual agreement between the Employee and Department Head. The hours shall be paid at straight pay.
- (c) Overtime may be banked as per Article 19.05.

21.06 Casual Employees 20.06 Casual Employees

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

ARTICLE 22 VACATIONS  
ARTICLE 21 VACATIONS

22.01 Length of Vacation 21.01 Length of Vacation

An employee shall earn an annual vacation as follows:

<u>Years of Service</u>	<u>Working Weeks</u>	<u>Rate of Pay</u>
1st to 4th	3	6%
5th to 11th	4	8%
12th to 17th	5	10%
18th and thereafter	6	12%

Effective January 1, 2000:

23rd and thereafter	7	14%
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22.02 Vacation Pay 21.02 Vacation Pay

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

22.03 Vacation Schedules 21.03 Vacation Schedules

(a) Vacation Applications

- (a) All vacations shall be taken in the year of service immediately following that in which they were earned and at a time which shall be subject to the approval of the Department Head concerned. Each employee shall



submit an application, as per Schedule E, for his vacation period to his

Department Head by February 15 of each year and the Department Head shall, by March 15th, advise the employee whether the application has been approved. One (1) week's vacation may be carried over into the following year, subject to the approval of the Department Head concerned.

(b) Priority Times

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

(c) Unbroken Vacation Period(b) Unbroken Vacation Period

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

(d) Preference by Seniority

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

(e) Requests After Deadline

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

(f) Employee Changing Departments

An employee who moves after February 15 to a position which has a different Department Head shall submit his vacation request for approval. Wherever possible, the vacation request shall be approved.

(g) Carry-over of Vacation

One (1) week's vacation may be carried over into the following year, subject to the approval of the Department Head concerned.

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

22.05 Illness or Bereavement During Vacation 21.05 Illness or Bereavement During Vacation

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

22.06 Early Vacation Entitlement 21.06 Early Vacation Entitlement

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

ARTICLE 23 SICK LEAVE PROVISIONS ARTICLE 22 SICK LEAVE PROVISIONS

23.01 Sick Leave Defined 22.01 Sick Leave Defined

Sick leave means the period of time a regular employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease or because of an accident for which compensation is not payable under the Workers' Compensation Act. An employee must notify his supervisor of an absence due to illness a minimum of fifteen (15) minutes before the commencement of the employee's regular shift. All employees participating in this benefit prior to October 1, 1984 shall be eligible to continue to participate. The Union and the City agree that sick leave provisions are provided for those employees who are legitimately sick and therefore agree to work cooperatively in an effort to discourage the abuse of these provisions.

23.02 Amount of Sick Leave 22.02 Amount of Sick Leave

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

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

23.03 Proof of Illness22.03 Proof of Illness

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

23.04 Hurt on the Job22.04 Hurt on the Job

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

23.05 Sick Leave During Leave of Absence22.05 Sick Leave During Leave of Absence

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

23.06 Medical Care Leave22.06 Medical Care Leave

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

23.07 Sick Leave Without Pay 22.07 Sick Leave Without Pay

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

23.08 Sick Leave Records 22.08 Sick Leave Records

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

23.09 Illness at Home and Hospitalization 22.09 Illness at Home and Hospitalization

(a) Illness at Home (a) Illness at Home

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

(b) Hospitalization (b) Hospitalization

In the event of hospitalization of an immediate member of the family of an employee, outside of the Prince Rupert area, the employee shall be entitled, after notifying his department head, to use accumulated sick days while out of town due to the hospitalization of the family member, to a maximum of five (5) days annually. If the employee has no accumulated sick leave days, the employee may be permitted to apply to the sick leave bank.

23.10 Sick Leave Bank 22.10 Sick Leave Income Replacement

The City will contribute one-quarter ( $\frac{1}{4}$ ) sick day per month per employee to a sick leave bank not to exceed one hundred and fifty (150) days. The employee shall apply in writing to the Department Head, with doctor's certificate, if requested. It is understood that all other forms of income

replacement (such as Workers' Compensation or Employment Insurance) will be utilized prior to allocation of funds from the sick leave bank. An employee may use up to sixty (60) days paid leave from the sick leave bank. The Department Head will recommend that the application be accepted by Human Resources; except that refusal will be automatic for those who are being disciplined for misuse of sick leave for a duration of six (6) months. At six (6) months, the employee's sick leave record will be reviewed for improvement.

23.11 Sick Leave Draw 22.11 Sick Leave Draw

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

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

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

23.12 Sick Leave on Termination

Effective July 1, 1998:

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

ARTICLE 24 LEAVE OF ABSENCE ARTICLE 23 LEAVE OF ABSENCE

24.01 For Union Business 23.01 For Union Business

Up to five (5) representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the City, or up to two (2) representatives, exclusive of the grievor, with respect to a grievance.

24.02 Union Conventions and Meetings 23.02 Union Conventions and Meetings

(a) Leave of absence without pay and without loss of seniority shall be

granted upon request to the City to employees elected or appointed to represent the Union at Union Conventions. Leave of absence without pay shall be granted to employees to attend Executive and Committee meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies. Leave of absence without pay and without loss of seniority may be granted upon request to the City for employees to attend union seminars. Reasonable written notice shall be provided to the City.

- (b) Employees on leave of absence as contained in this section shall have their time cards marked "paid for - not worked" (PFNW). Employee benefits shall continue as normal, and the City shall bill the Union the cost of wages plus ten percent (10%) for benefits.

24.03      Bereavement Leave23.03      Bereavement Leave

- (a) An employee shall be granted a maximum of five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death of a spouse, child or ward; five (5) days shall be granted in the case of death of a parent, guardian, brother, sister, mother-in-law, father-in-law, grandchild or grandparents. Reasonable additional paid leave up to four (4) days for travel shall be allowed when necessary.
- (b) An employee shall be granted one (1) day paid leave for family not covered in Article 24.03 (a) upon written application to the City.

24.04      Education Leave23.04      Education Leave

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

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

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

24.05      Training Expenses and Wages23.05      Training Expenses and Wages

An employee who is authorized to attend apprenticeship and training

courses shall be reimbursed for transportation, accommodation and meal expenses incurred while outside Prince Rupert, less the amount provided by Canada Manpower or other training sources. An employee shall receive his normal earnings while attending apprenticeship and training courses.

24.06 General Leave23.06 General Leave

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

24.07 Mourner's Leave23.07 Mourner's Leave

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

24.08 Maternity Leave23.08 Maternity Leave

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

- (a) An employee shall be granted leave to a maximum of six (6) months at the employee's option. The employee shall notify the City at least two (2) weeks prior to returning to the job. The employee shall be placed in her former job or another which is consistent with her seniority, qualifications and former salary. The City shall continue to provide coverage for all employee benefits while on maternity leave. This leave shall be extended, if requested by a medical practitioner. Upon return to work all increments to wages and benefits will be reinstated to the employee as if the leave had not been taken.
- (b) If during the maternity leave or prior to taking leave, an employee indicates in writing that a longer period is required than allowed above, then upon conclusion of six (6) months maternity leave, the employee shall be considered on unpaid leave of absence for up to an additional six (6) months. The employee may elect to continue paying the premiums for the benefit plans for the period of leave of absence. During such leave the employee shall retain seniority rights but shall not accrue time for salary increments. The employee shall notify the City at least four (4) weeks prior to wishing to return to work. The City shall endeavour to place the employee in a job consistent with her qualifications and seniority which does not result in the layoff or demotion of another employee.

- (c) Where the pregnancy is terminated before a request for leave is made, the City shall, on receipt of a certificate of a medical practitioner, grant the employee maternity leave under this Article of up to six (6) weeks at the employee's option.
- (d) Pregnancy shall not disqualify an employee from any benefit arising in this agreement.

24.09 Paternity Leave23.09 Paternity Leave

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

24.10 Adoption Leave23.10 Adoption Leave

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

24.11 Jury or Court Witness Duty23.11 Jury or Court Witness Duty

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

24.12 Leave for Union and Public Duties23.12 Leave for Union and Public Duties

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

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

24.13 Parental Leave23.13 Parental Leave

Leave of absence without pay and without loss of benefits and seniority shall be granted to employees who qualify for UIC parental leave.



ARTICLE 25 PAYMENT OF WAGES AND ALLOWANCEARTICLE 24 PAYMENT OF WAGES AND ALLOWANCE25.01 Payment of Wages 24.01 Payment of Wages

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

25.02 Equal Pay for Equal Work 24.02 Equal Pay for Equal Work

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

25.03 "Dirty Work" Premium 24.03 "Dirty Work" Premium

- (a) When employees are required to work at the City landfill operation which necessitates handling garbage on the landfill site, they shall be paid a premium of one dollar and ten cents (\$1.10) per hour for all such hours worked following contact, with a minimum payment of two (2) hours.
- (b) Employees shall be paid a premium of one dollar and ten cents (\$1.10) per hour when working in raw sewage or digging a grave for disinterment. Such premium shall also apply when employees are asked to clean excrement. Such premium shall apply to all hours worked following commencement of such work.

25.04 Sunday Premium 24.04 Sunday Premium

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

25.05 Pay Days 24.05 Pay Days

- (a) All employees covered by this Agreement shall be paid every alternate Friday. Pay will be available before 4:30 p.m. on pay days. Shift workers shall be paid by 2:00 p.m. on pay days.
- (b) All employees shall be paid by direct deposit, except those who have opted out. Once on direct deposit employees shall not revert to chequing.

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

25.06 Classifications 24.06 Classifications

- (a) All employees shall be paid at the rate set forth for the classifications for which they are hired, irrespective of whether they are employed full time in their classification or not.
- (b) Inside staff called upon to temporarily perform the core functions or substantial duties of a position in a higher paid classification for the day, shall be paid the higher rate while so employed.
- (c) Employees other than inside workers called on to perform work in a higher classification shall be paid the higher rate for the full day.
- (d) An employee temporarily receiving a higher rate of pay shall be paid the higher rate for any Statutory Holidays occurring within that work period, provided the employee has worked at the higher paying job for three (3) weeks.
- (e) An employee appointed to a position, pursuant to Article 15.03 that carries salary increments, shall in the case of promotion be paid the increment of the new position which is next higher than presently paid; in the case of demotion an employee shall be paid the highest increment of the new position or the same rate as presently paid, whichever is lower. In the case of promotion or demotion, advancement to the next increment shall only take place after one (1) year in the new position. In the case of a transfer, advancement to the next increment shall take place in accordance with the employee's service in the original position.
- (f) When no supervisor is on shift at City Tel, the senior clerk shall be paid the next higher pay rate and shall assume the additional duties required.

25.07 Premiums for Certified Engineering Technician and Applied Science Technologist 24.07 Premiums for Certified Engineering Technician and Applied Science Technologist

The City shall increase an employee's rate of pay by fifty-five cents (55¢) per hour when he becomes a Certified Engineering Technician and one dollar and ten cents (\$1.10) per hour when he becomes certified as an Applied Science Technologist (A.Sc.T.) but not cumulative, and is employed in one of the following classifications:

Surveyor  
Surveyor/Draftsperson

Draftsperson  
Chief Draftsperson

25.08 On Call Pay 24.08 On Call Pay

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

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

25.09 Overtime Meal Allowance 24.09 Overtime Meal Allowance

Employees required to work three (3) hours overtime in conjunction with a shift shall be provided with a paid one-half ( $\frac{1}{2}$ ) hour at overtime rates for a meal interval. After working another four (4) hours overtime an employee will be provided with a paid one-half ( $\frac{1}{2}$ ) hour at overtime rates for a meal interval, provided the work will continue.

25.10 Pay on Temporary Assignment 24.10 Pay on Temporary Assignment

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

25.11 Industrial First Aid 24.11 Industrial First Aid

- (a) Five (5) employees from the bargaining unit holding valid Industrial First Aid Tickets, approved by the Workers' Compensation Board, shall be paid a premium of sixty-five cents (65¢) per hour for all hours worked.

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

- (b) An employee designated as First Aid Attendant shall receive a premium of eighty cents (80¢) per hour for all hours worked but not compounded with (a) above for holding an Industrial First Aid Ticket or when a vacancy occurs in the position of Storeskeeper the successful applicant shall possess or obtain as soon as possible a valid Industrial First Aid Ticket and in such a case the employee's regular rate of pay shall be increased by eighty cents (80¢) per hour.

- to
- (c) The City shall pay the cost of the Industrial First Aid Course plus expenses provided for in Article 24.05 for the designated First Aid Attendant(s) when such is required and the employee successfully completes the course.
  - (d) An employee being paid a premium shall provide first aid services when called upon to do so.
  - (e) It is the responsibility of the employee to maintain his qualifications and inform the City should his First Aid Ticket expire. The premium is to be suspended upon expiry.

Underlined changes effective September 1, 1998:

- (a) Three (3) employees from the bargaining unit holding valid Industrial First Aid Tickets, approved by the Workers' Compensation Board, shall be paid a premium of one dollar (\$1.00) per hour for all hours worked.

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

- (b) An employee designated as First Aid Attendant shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked but not compounded with (a) above for holding an Industrial First Aid Ticket or when a vacancy occurs in the position of Storeskeeper the successful applicant shall possess or obtain as soon as possible a valid Industrial First Aid Ticket and in such a case the employee's regular rate of pay shall be increased by one dollar and twenty-five cents (\$1.25) per hour.

25.12 Boot Allowance 24.12 Boot Allowance

All regular outside employees will have fifty percent (50%) of the cost of a pair of safety-toe work boots defrayed to a maximum of ninety dollars (\$90.00) by the City, as wear dictates.

Effective September 1, 1998:

Footwear and Uniforms

- (a) Boot Allowance

All regular outside employees will have seventy-five percent (75%) of the cost of a pair of safety-toe work boots defrayed to a maximum of

one hundred and fifteen dollars (\$115.00) by the City, as wear dictates.

(b) Pool Deck Sandals

All employees who work on the pool deck and/or change rooms shall have one hundred percent (100%) of the cost of appropriate sandals defrayed to a maximum of fifty dollars (\$50.00) by the City, as wear dictates.

(c) By-law Enforcement Footwear and Uniforms

Regular By-law Enforcement Officers, without cost to the employees, shall be provided with a full uniform, including footwear. The contents of the uniform shall be determined by the City.

25.13 Surveyor's Vest 24.13 Surveyor's Vest

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

25.14 Swimsuits

Effective September 1, 1998:

Regular lifeguard/instructors shall receive a swimsuit allowance of one hundred percent (100%) of the cost of swimsuits to a maximum of one hundred dollars (\$100.00) per year, as wear dictates.

25.15 Swim Pool Qualifications 24.14 Swim Pool Qualifications

(a) A swim pool employee who is required to take a course or examination to renew or maintain qualifications shall, upon successful completion, be reimbursed the course or examination fees. Such an employee shall not suffer loss of wages or benefits while attending such a course or examination.

(b) It is the employee's responsibility to maintain current certification for all aquatic awards. The City shall ensure that recertification courses are provided at no loss of pay. The City will post a list of recertification courses every four (4) months. If recertification opportunities are not available in Prince Rupert, the City shall pay the costs involved in the recertification. The City will not pay any expenses if an employee chooses not to attend a locally scheduled course and must go out of town to maintain current certification status. Such courses are subject to Department Head approval.

(c) Qualifications of Lifeguard and Instructor positions are as follows:

Lifeguard I

- 16 years and over
- RLSS Bronze Cross
- Aquatic Emergency Care or equivalent
- Cardiopulmonary Certification -- Basic Rescuer
- \* Employees in this position shall be given opportunities to obtain certification to upgrade to a II status, within twelve (12) months from the ratification of this agreement. If Provincial regulations supersede this agreement, employees shall be given every opportunity to meet the Provincial requirements.

Lifeguard II

- 16 years and over
- National Lifeguard Service Award (pool option)
- Aquatic Emergency Care (or equivalent)
- Cardiopulmonary Certification -- Basic Rescuer

Instructor II

- 16 years and over
- RLSS Bronze Cross
- Cardiopulmonary Certification -- Basic Rescuer
- Red Cross Water Safety Instructor II,
- RLSS Instructor Certificate
- Aquatic Emergency Care or equivalent, plus one of the following:
- Fitness Instructor
- Synchronized Swim Instructor
- Springboard Diving Instructor
- Adapted Aquatics

Lifeguard/Instructor III

- 18 years and over
- National Lifeguard Service Award (pool option)
- Aquatic Emergency Care or equivalent First Aid Course
- Red Cross Water Safety Instructor II
- RLSS Instructor Certification
- B.C. Recreation and Parks Association Pool Operator's Course
- 500 Hours of aquatic work experience; plus one of the following:
- Synchronized Swimming Instructor
- Springboard Diving Instructor
- Red Cross Adapted Aquatic Instructor
- Fitness Instructor

and one of the following:

- National Lifeguard Instructor
- Water Safety Instructor Trainer
- RLSS Instructor Trainer or equivalent
- Cardiopulmonary/Standard First Aid Instructor

Head Lifeguard

- Must have a minimum of Lifeguard/Instructor III qualifications
- (d) The City shall pay for the recertification of the number of employees as designated in the above qualification areas. All lifeguard III's on staff at July 1, 1995, shall be entitled to recertify any or all current aquatic qualifications (at the employee's option) at the City's cost, at no loss of wages.
- (e) The City shall pay all costs for the Head Lifeguard to recertify all aquatic qualifications. Recertification shall be at no cost and no loss of wages to the Head Lifeguard.
- (f) WHMIS training to be provided by the City on paid time at no cost to the employee.
- (g) Changes in Provincial Health Act regulations will be discussed by the parties to ensure that pool and employees meet the new regulations.
- (h) Hepatitis "B" inoculations shall be provided to all existing pool employees at the City's cost. If inoculations are done during the employee's working hours, there shall be no loss of pay to the employee. An employee who refuses inoculation shall sign a waiver stating the employee's choice. New employees, hired after ratification of this agreement may have Hepatitis B inoculations which shall be arranged and paid for by the City. The City shall recover inoculation costs up to fifty dollars (\$50.00) per employee.

ARTICLE 26 JOB CLASSIFICATION AND RECLASSIFICATION ARTICLE 25 JOB CLASSIFICATION AND RECLASSIFICATION

26.01 No Elimination of Present Classification 25.01 No Elimination of Present Classification

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

26.02 Changes in Classification 25.02 Changes in Classification

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

26.03 Downward Reclassification of Position 25.03 Downward Reclassification of Position

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

ARTICLE 27 WELFARE BENEFITS ARTICLE 26 WELFARE BENEFITS

27.01 Eligibility for Benefits 26.01 Eligibility for Benefits

All regular employees with posted position(s) of seventeen and one-half (17½) hours per week or more are eligible to participate in the benefits of this Article unless otherwise stipulated. The City shall pay the registration and premiums for all eligible employees who request such coverage. All employees participating in these benefits prior to October 1, 1984 shall be eligible to continue to participate. Employees in a posted temporary position of seventeen and a half (17½) hours per week or more shall be eligible for benefits while in that posted position.

27.02 Medical Plans 26.02 Medical Plans

- (a) Medical Services Plan - after one (1) month's service.
- (b) MSA Extended Health Plan - (includes vision care benefit of \$350.00 per family member every two (2) years) - after three (3) months of service.  
  
Extended Health Benefit's lifetime limit to one million dollars (\$1,000,000.00).
- (c) MSA Dental Plan - Plan A 100%, Plan B 80% after three (3) months' service. Plan C 60% (maximum to \$5,000.00 lifetime limit), after three (3) months' service.

Underlined changes effective July 1, 1998:

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



- (b) MSA Extended Health Plan - (includes vision care benefit of \$350.00 per family member every two (2) years) - after three (3) months of service. To include an EHB Net drug plan.

-

Extended Health Benefit's lifetime limit to one million dollars (\$1,000,000.00).

- (c) MSA Dental Plan - Plan A 100%, Plan B 80% after three (3) months' service. Plan C 100% after three (3) months' service (Plan C maximum \$7,000.00 lifetime limit.)

Underlined changes effective January 1, 1999:

- (c) MSA Dental Plan – After three (3) months' service, Plan A 100%, Plan B 85%, Plan C 100% (Plan C maximum to \$7,000.00 lifetime limit.)

27.03

Group Life Insurance26.03      Group Life Insurance

- (a) The City will provide Group Life Insurance coverage of eighty thousand dollars (\$80,000.00), with additional Death and Dismemberment, after three (3) months of service. The City will pay the registration fee and will thereafter defray 100% of the monthly dues.

- (b) Effective July 1, 1998:

Optional life insurance coverage of fifty thousand dollars (\$50,000) for spouse and twenty thousand dollars (\$20,000) for each dependent child shall be available, with the premium being paid one hundred percent (100%) by the employee.

27.04

Pension26.04      Pension

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

27.05 Employee and Family Assistance Plan

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

27.06 Continuation of Benefits 26.05 Continuation of Benefits

- (a) The City agrees to pay its share of the monthly premiums up to three (3) months to the medical plan, dental plan, extended health plan and group life insurance for employees with two (2) or more years of service being laid off. In the event of a longer layoff, employees so affected will be given the right to continue their coverage through direct payment, provided the plans permit such coverage.
- (b) No dependent shall be deleted from benefit coverage without prior written notification to the employee and the dependent.
- (c) In the event of the death of an employee, the City shall continue to pay its share of the monthly premiums up to three (3) months to a medical plan, dental plan, and extended health plan for the employee's benefits.
- (d) In the event of the death of an employee, the City shall continue the employee's regular pay for four (4) weeks following the date of death. A cheque for the appropriate amount shall be made out in the name of and given to the beneficiary named in the employee's file.

27.07 Medical Transportation 26.06 Medical Transportation

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

27.08 Accommodation and Expenses 26.07 Accommodation and Expenses

A maximum of sixty dollars (\$60.00) per day for a maximum of seven (7) days for each of the patient and the required escort shall be paid upon presentation of related expense receipts. This expense will not be applicable for a patient on any day when the patient spends the twenty-four (24) hour day in hospital. When possible the City shall give an advance.

27.09

Short Term Disability26.08Short Term Disability

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

27.10

Long Term Disability

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

- (d) An employee shall continue to be covered by the Health and Welfare benefits of this Collective Agreement.
- (e) An employee while receiving benefits of the Plan or an eligible employee waiting for benefits to commence shall be considered on approved leave of absence until a Doctor certifies that he is able to return to work or until the employee is unable to perform any work for the City (including through rehabilitation) as defined by the Plan.
- (f) An employee shall continue to accumulate seniority for up to two (2) years following the date of disability after which he shall not accumulate further seniority but shall retain his accumulated seniority.

(g) Sick Leave Pay Back

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

27.11 Severance Pay 26.10 Severance Pay

The maximum retirement age for all employees shall be sixty-five (65) years. An employee, upon attaining the age of sixty-five (65), may apply to the City for an extension of employment on an annual basis. An employee upon being retired and having attained the age of fifty-five (55), shall receive thirteen (13) weeks of pay.

27.12 Reduced Employment Insurance Premiums 26.11 Reduced Unemployment Insurance Premiums

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

28.01 Safety Committee 27.01 Safety Committee

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

28.02 Safety Equipment and Clothing 27.02 Safety Equipment and Clothing

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

The following categories will be provided with coveralls:

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

28.03 Hard Hats 27.03 Hard Hats

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

28.04 Protective Clothing 27.04 Protective Clothing

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

28.05 Maintenance of or Allowance for Maintenance of Work Clothing or Uniforms 27.05 Maintenance of or Allowance for Maintenance of Work Clothing or Uniforms

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

28.06 Care of Clothing27.06 Care of Clothing

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

28.07 No Disciplinary Action27.07 No Disciplinary Action

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

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

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

28.08 Pay for Injured Employees27.08 Pay for Injured Employees

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

28.09 Transportation of Accident Victims27.09 Transportation of Accident Victims

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

28.10 Mess Room27.10 Mess Room

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

28.11 Clothes Drying27.11 Clothes Drying

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

28.12 Video Display Terminals 27.12 Video Display Terminals

(a) Transfer Arrangements (a) Transfer Arrangements

Pregnant employees, upon recommendation from their physician, shall have the option not to continue working at a video display terminal which uses cathode ray tube. When a pregnant employee chooses not to work at a video display terminal, if other work is available within her occupational grouping, she shall be reassigned to such work and paid at her regular rate of pay. Other employees may be interchanged but with no loss in their pay.

(b) Leave of Absence (b) Leave of Absence

Where work reassignment is not available, an employee will be considered to be on unpaid leave of absence until she qualifies for maternity leave. An employee on leave of absence may opt to continue coverage for the Welfare Benefits of Article 27.

(c) VDT Equipment Testing (c) VDT Equipment Testing

The City agrees to monitor the VDTs for radiation emissions not fewer than once every twelve (12) months. The results of the tests shall be sent to the Union within a week after the City has received the results.

28.13 Sexual Harassment 31.06 Sexual Harassment

The City and the Union agree that an employee has the right to work without sexual harassment. A claim of sexual harassment by an employee shall be considered as a grievance and may be filed at Step 3 of the Grievance Procedure.

ARTICLE 29 TECHNOLOGICAL CHANGE ARTICLE 28 TECHNOLOGICAL CHANGE

29.0128.01 During the term of this Agreement any dispute arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) parties to this Collective Agreement.

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

- (a) affects the terms and conditions or security of employment of the

employees to whom this Collective Agreement applies; and

- (b) alters the basis upon which the Collective Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board pursuant to Article 11 of this Collective Agreement.

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

- (a) shall inform the Minister of Labour of its finding, and
- (b) may then or later make any one or more of the following orders:
- (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
  - (ii) that the City will not proceed with the technological change for such period, not exceeding ninety days (90), as the arbitration board considers appropriate;
  - (iii) that the City reinstate any employee displaced by reason of technological change;
  - (iv) that the City pay to that employee such compensation in respect of his displacement as the arbitration board considers reasonable;
  - (v) that the matter be referred to the Industrial Relations Council (under Section 77 of the Industrial Relations Act of British Columbia).

29.02 Training Benefits 28.02 Training Benefits

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



30.01 Union Rates 29.01 Union Rates

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

30.02 Job Security 29.02 Job Security

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

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

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

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

- (e) The following work will be considered to be beyond the scope of this agreement:

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

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

ARTICLE 31 EARLY RETIREMENT ARTICLE 30 EARLY RETIREMENT

31.01 Eligibility 30.01 Eligibility

The City may offer, or an employee may request, early retirement. The employee must be at least fifty-five (55) years of age or eligible for pension under the terms of the *Pension (Municipal) Act*. The City or an employee will give written notice to the other Party. The City or the employee may repeat the offer not sooner than six (6) months after a previous offer. The response from either Party shall not take more than thirty (30) days.

31.02 Severance Pay 30.02 Severance Pay

An early retiree is eligible for severance pay under Article 27.11, in addition to the provisions of this Article.

31.03 Retirement Allowance 30.03 Retirement Allowance

The City will pay a retirement allowance on the date of retirement on the following formula:

C = Current hourly base rate of employee on date of retirement.

H = Number of regular weekly hours worked by employee on date of retirement.

M = Number of months from date of retirement to normal retirement age (maximum 60 months).

R = City Superannuation contribution rate on date of retirement.

The allowance will be paid as a lump sum or in instalments over the period to normal retirement age at the employee's option.

$$C \times H \times 52 \times \frac{M}{12} \times R = \text{Retirement Allowance}$$

31.04 Benefit Continuation 30.04 Benefit Continuation

The City shall provide the following benefits to an early retiree, who requests such coverage, and the City shall pay the premiums. Coverage will continue to normal retirement age.

- (a) Medical Services Plan
- (b) MSA Extended Health Plan
- (c) MSA Dental Plan

ARTICLE 32 GENERAL CONDITIONS ARTICLE 31 GENERAL CONDITIONS

32.01 Bulletin Boards 31.01 Bulletin Boards

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

32.02 Tools and Equipment 31.02 Tools and Equipment

The Maintenance Person/Civic Properties and all mechanics using their own tools shall be compensated at a rate of fifty dollars (\$50.00) per month per employee. A minimum kit must be made available by the employee before the above allowance will be paid. The City shall supply all tools and equipment required by all other employees in the performance of their duties.

Effective September 1, 1998:

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

32.03 Indemnity 31.03 Indemnity

Where coverage supplied through its comprehensive liability policy does not

apply, the City shall supply the legal counsel where necessary for any action initiated against any employee by virtue of performance of his assigned duties.

32.04 Fire Insurance31.04 Fire Insurance

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

32.05 Equipment Training Rates and Program31.05 Equipment Training Rates and Program

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

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

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

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

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

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

32.06 Printing of Agreement31.07 Printing of Agreement

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

32.07 Present Conditions to Continue31.08 Present Conditions to Continue

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

ARTICLE 33      GENERAL ARTICLE 32      GENERAL

33.01      Plural or Feminine Terms May Apply 32.01      Plural or Feminine Terms May Apply

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

33.02      Spouse 32.02      Spouse

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

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

ARTICLE 34      TERM OF AGREEMENT ARTICLE 33      TERM OF AGREEMENT

34.0133.01 This Agreement shall be binding and remain in full force and effect from the first (1st) day of January, 1998 to the thirty-first (31) day of December, 2000 and shall continue from year to year thereafter, unless either party exercises its right to commence collective bargaining as provided in the Labour Relations Code of British Columbia.

34.0233.02 If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

34.0333.03 All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

IN WITNESS WHEREOF the Corporate Seal of the City of Prince Rupert has been hereunto affixed, attested by the hands of its proper officers in their behalf and has been executed by the duly authorized officers of the Union, this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Secretary

Party of the First Part

Party of the Second Part

**PAY SCHEDULE "A" PAY SCHEDULE "A"**

<b>CLASSIFICATION</b>	<b>January 1, 1998</b>	<b>January 1, 2000 (1%)</b>
Campground Caretaker with house	\$15.85	\$16.01
Labourer I Facility Custodian I Guard RCMP Cemetery Caretaker (Plus House) Greensman I Matron I	\$20.04	\$20.24
Labourer II (After 2 years) Facility Custodian II (After 2 years) Lifeguard/Instructor II Trades Helper (Carpenter, Painter) Guard II (RCMP) (After 2 years or equivalent) Matron II (RCMP) (After 2 years or equivalent)	\$20.46	\$20.67
Rodman I Garbage Man Hydralift Rigger Lawnmower Tractor	\$20.65	\$20.86
Asphalt Raker Dump Truck, Single Axle Grave Digger Greensman II	\$20.80	\$21.01
Distributor Operator Screed Operator Gas Road Roller Golf Course Loader (When operating) Lifeguard/Instructor III	\$20.99	\$21.20
Icemaker I Power Saw	\$21.14	\$21.35
Trades Helper (Mechanic) Gardener Assistant Asphalt Plant Operator Flusher Truck Helper Rodman II	\$21.31	\$21.52

<b>CLASSIFICATION</b>	January 1, 1998	January 1, 2000 (1%)
Animal Control Officer	\$21.65	\$21.87
Icemaker II (Certified)	\$22.16	\$22.38
Compressorman and Driller Serviceman (Shop) Dump Truck, Single Axle (Air)	\$21.80	\$22.02
Stonemason Traffic Control	\$22.05	\$22.27
Vibratory Road Roller Equipment Operator I - Hydra Lift, Snow Plow Truck - Tandem Truck J (5T or Over) - Street Flusher, Street Sweeper - Front End Loader (Hough) Chargehands - Facility Custodian - Garbage Truck - Roads Parks Serviceman	\$22.46	\$22.69
Assistant Greenskeeper Stores Timekeeper	\$22.64	\$22.87
Clerical Assistant	\$20.90	\$21.11
Storeskeeper One Man Garbage Truck Head Lifeguard	\$22.79	\$23.02
Shawatlans Maintenance Surveyor Chargehand Inspector Pipefitter	\$23.14	\$23.37
Asphalt Plant Operator	\$23.46	\$23.70



<b>CLASSIFICATION</b>	January 1, 1998	January 1, 2000 (1%)
Surveyor/Draftsperson Purchasing Agent Equipment Operator 2 - Bulldozer, Front End Loader (966B) - Grader, Loader-Backhoe Landfill Attendant	\$23.90	\$24.14
Mechanic Welder Bodyman Painter Maintenance Person - Civic Properties	\$24.32	\$24.56
Mechanic (Journeyman or T.Q.) Welder ( Journeyman or T.Q.) Bodyman (Journeyman or T.Q.) Painter (Journeyman or T.Q.) Maintenance Person - Civic Properties (Journeyman or T.Q.)	\$25.64	\$25.90
Foreman Greenskeeper	\$26.22	\$26.48
Head Mechanic (Journeyman Or T.Q.) Foreman (Water, Sewer & Roads) Parks Foremen	\$26.88	\$27.15

<b>APPRENTICE MECHANIC RATES</b>	January 1, 1998	January 1, 2000 (1%)
Start	\$21.31	\$21.52
Passed First Year	\$22.05	\$22.27
Passed Second Year	\$22.78	\$23.01
Passed Third Year	\$23.56	\$23.80
Passed Fourth Year	\$24.32	\$24.56

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

<b>Apprentice Gardener</b>	January 1, 1998	January 1, 2000 (1%)
Start	\$21.31	\$21.52
Passed First Year	\$22.23	\$22.45
Passed Second Year (Journeyman Rate)	\$25.64	\$25.90

<b>Apprentice Painter/Sign Layout</b>	January 1, 1997	January 1, 2000 (1%)
Start	\$22.31	\$22.53
Passed First Year	\$22.75	\$22.98
Passed Second Year	\$24.20	\$24.44
Passed Third Year (Journeyman Rate)	\$25.64	\$25.90

## RECREATION

<b>CLASSIFICATION</b>	January 1, 1998	January 1, 2000 (1%)
Casual Clean set up/take down *	\$15.12	\$15.27
Lifeguard/Instructor I	\$17.91	\$18.09
Cashier	\$18.35	\$18.53
Skate Patrol	\$15.12	\$15.27
Cashier/Skate	\$18.35	\$18.53
Facility Custodian Gym Office	\$20.04	\$20.24
Ice Maker I	\$21.14	\$21.35
Ice Maker II (certified)	\$22.16	\$22.38
Recreation Coordinator	\$22.79	\$23.02
Head Life Guard/Aquatic Coordinator	\$22.79	\$23.02
Parks Custodian	\$21.38	\$21.59

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

**PAY SCHEDULE "B" PAY SCHEDULE "B"**

CLASSIFICATION	Jan. 1/98 Start	Jan. 1/98 After 18 mos.	Jan. 1, 2000 Start	Jan. 1, 2000 After 18 mos.
Office Clerk I	\$18.88	\$20.46	\$19.07	\$20.67
Office Clerk II	\$19.67	\$21.22	\$19.87	\$21.43
Office Clerk III Clerk Dispatcher (40 hours)	\$20.46	\$22.01	\$20.67	\$22.23
Office Clerk IV Custodian (37½ hours) RCMP Clerk IV (40 hours) Public Works Clerk IV (37½ hours)	\$21.22	\$22.77	\$21.43	\$23.00
Waterworks Operator (37½ hours) Draftsperson (37½ hours) Dispatcher Court Liaison/Exhibit (37½ hours)	\$22.13	\$23.46	\$22.35	\$23.70
Chief Draftsperson (37½ hours) Accountant (37½ hours) Collector (37½ hours) Paymaster	\$22.77	\$24.46	\$23.00	\$24.71
Building Inspector (37½ Hours)	\$25.64	\$26.87	\$25.90	\$27.14

**SCHEDULE "C" SCHEDULE "C"**

Classifications required to work other than regular work weeks as defined in Article 16, paragraphs (a), (b), and (c) of this Agreement.

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

**Traffic Control Officer:**

Seven and a half (7½) hours per day between 8:30 a.m. and 5:00 p.m. Monday to Saturday - days off not necessarily consecutive, with one (1) hour unpaid meal break.

**Operators of Flusher and Sweeper:**

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

**Golf Course:**

Eight (8) consecutive hours per day between 6:00 a.m. and 4:30 p.m. with one-half (½) hour unpaid meal break.

**Recreation:**

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

**Clerical:**

Seven (7) hours per day between 8:00 a.m. and 9:00 p.m. Monday to Friday with one (1) hour unpaid meal break.

**Pool Clerk:**

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

**Telephone:**

Seven (7) hours per day between 9:00 a.m. and 5:00 p.m. Monday to Saturday; Seven (7) hours per day between 9:00 a.m. and 9:00 p.m. on six (6) Fridays during November and December; with one (1) hour unpaid meal break. Notwithstanding the requirement to provide two (2) consecutive days of rest, an employee may be scheduled for three (3) consecutive days of rest at the end of a regular work week, followed by one (1) scheduled day of rest at the end of the next regular work week.

**Animal Control Officer:**

Eight (8) hours per day between 7:00 a.m. and 7:00 p.m. Monday to Friday with one-half (½) hour unpaid meal break. During the daylight savings time, hours of work may be scheduled between 6:00 a.m. and 9:00 p.m. By mutual agreement between the employee and his supervisor, the workweek may occasionally include a Saturday.

**RCMP Guards and RCMP Dispatchers:**

As shown in Schedule C-1

**Recreation Facility Custodians:**

As shown in Schedule C-2

**Landfill Site:**

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

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

**Mechanical Shop:**

Eight (8) consecutive hours per day Monday to Friday; Day Shift 7:30 a.m. to 4:30 p.m. with one half (½) hour unpaid meal break; Afternoon Shift 4:00 p.m. to 12:00 midnight with one-half (½) hour paid meal break. Mechanics shall work on a rotating day shift/afternoon shift basis.

**Facility Custodian I (Engineering):**

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

**Parks Custodian:**

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

**Information Centre:**

The Clerk II position shall be upgraded to a Clerk III for four (4) months annually as long as the City's existing relationship with the Information Centre exists.

**City Hall**

To accommodate tax collection, for the month of June the part-time Clerk I shall work Tuesday through Saturday full time. A casual Clerk I shall be hired for Saturday full time and as needed. On Saturday the regular Clerk I shall be paid Clerk II rate.

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

1. The terms of the Collective Agreement apply except where changed or otherwise noted in this memorandum.
2. Statutory holidays will be paid on an eight (8) hour basis.
3. A day and a half (1½) of annual leave will be utilized for each twelve (12) hour shift an employee will be absent when on vacation. A day and three eighths (13/8) of accumulated vacation will be utilized for each eleven (11) hour shift a dispatcher will be absent when on vacation.
4. A dispatcher shall be granted an unpaid break of one (1) hour for a meal. A guard shall be granted a paid break of one (1) hour for a meal. This break should be in the middle of the shift but emergent situations may require it be taken at another point on the shift and similarly may be necessary that it be taken in two (2) equal parts.
5. The eight (8) hour day shift person will act as relief to those on the twelve (12) hour shift as illness occurs.
6. The dispatchers are prepared to work on their days of rest, at overtime rates, to fill temporary shortages caused by illness, etc.
7. An employee will not be required to work beyond twelve (12) hours from the start of the shift.
8. A dispatcher shall work eleven (11) hours within a twelve (12) hour period for any regular shift. A guard shall work twelve (12) consecutive hours for any regular shift. Such shifts shall be of two (2) consecutive days and two (2) consecutive nights, which shall then constitute a work week. Days of rest shall be arranged so that over a two (2) month period, the work week averages forty (40) hours of work.
9. A dispatcher on sick leave shall be paid for eleven (11) hours per sick day. A guard on sick leave shall be paid for twelve (12) hours per sick day. A day and a half (1½) of accumulated sick leave will be utilized for each twelve (12) hour shift an employee will be absent when on sick leave. A day and three eighths (13/8) of accumulated sick leave will be utilized for each eleven (11) hour shift an employee will be absent when on sick leave.
10. Part-time dispatchers shall work a minimum of four (4) hours per day on a four (4) day on and four (4) day off schedule.



(b) An employee working as a Facility Custodian I may have a work week varied from Schedule "C" as follows:

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
Day Shift	Day Shift	Day Shift	Day Shift	OFF	OFF	Day Shift
Afternoon Shift	Afternoon Shift	OFF	OFF	Day Shift	Day Shift	Day Shift
OFF	OFF	Afternoon Shift	Afternoon Shift	Afternoon Shift	Afternoon Shift	Afternoon Shift

(c) The work schedules may be amended by mutual agreement between the Union and the City.



**SCHEDULE "D" SCHEDULE "D"**

1. In consideration of the Friday night opening of the telephone office the City agrees to the following:
  - (a) Employees on staff prior to March 1, 1989 may refuse to work from 5:00 p.m. to 9:00 p.m.
  - (b) This opening is for the sole purpose of providing a basic store-front operation to the public.
2. Two (2) cashier positions at City Tel shall be scheduled from 9:15 a.m. to 5:15 p.m.

**SCHEDULE "E" – Standard Vacation Requests**

**VACATION LEAVE REQUEST FORM**

Today's Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_ Department: \_\_\_\_\_

Employee Number: \_\_\_\_\_ Seniority \_\_\_\_\_ Date: \_\_\_\_\_

**PRIORITY DATES**

1<sup>ST</sup> From \_\_\_\_\_ To \_\_\_\_\_

2<sup>ND</sup> From \_\_\_\_\_ To \_\_\_\_\_

3<sup>RD</sup> From \_\_\_\_\_ To \_\_\_\_\_

**VACATION LEAVE REQUEST (AFTER FEBRUARY 15<sup>TH</sup>)**

From \_\_\_\_\_ To \_\_\_\_\_

(Balance Calculation) Number of days/hours accumulated to date: \_\_\_\_\_

less Total number of days/hours requested: \_\_\_\_\_

Balance (if any): \_\_\_\_\_

(Circle 1 Only) All vacation pay PAID YES

or Vacation pay equivalency of days PAID YES

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

Signature: \_\_\_\_\_

Approved: \_\_\_\_\_

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

## LETTER OF UNDERSTANDING #1 LETTER OF UNDERSTANDING #4

between

CITY OF PRINCE RUPERT

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 105

**Re: Campground Caretaker**

1. Effective February 1, 1997, the Campground Caretaker position, currently held by W. Campbell, shall be covered by the Collective Agreement between the parties, listed on Schedule A at \$15.85 per hour\*. The \* shall be shown on Schedule A as indicating "with house".
2. Seniority date for W. Campbell shall be February 1, 1997.
3. The position of Campground Caretaker and the incumbent, Mr. W. Campbell cannot be bumped by other employees of the City in the event of a layoff. Likewise, Mr. Campbell does not have the right to bump into another position in the City in the event that he is laid off.
4. Vacation entitlement shall be based on W. Campbell's start date of February 1, 1984.
5. The caretaker shall be provided with a house on the premises. The house, with utilities including basic telephone, water, sewer and electricity, shall be at no cost to the employee.
6. Articles 17.01 and 17.02 of the Collective Agreement do not apply to this position. Hours of work shall be flexible, eight (8) hours per day, forty (40) hours per calendar week, Sunday to Saturday.
7. Article 19.01 (c) shall be amended by changing the word "paid" to "banked" so that the article reads:
  - (c) All time worked beyond a regular shift of eight (8) hours in a twenty-four (24) hour period (commencing at 12:00 a.m.) shall be considered overtime and shall be banked at the applicable overtime rate.
8. Articles 19.03, 19.04 and 19.06 do not apply to this position.

9. Article 19.05 shall be amended to read:

19.05 Time Off in Lieu of Payment

Instead of cash payment for overtime, the employee shall receive time off at the appropriate overtime rate between the following November 1 and April 30.

10. Article 20 does not apply.

All other terms and conditions of the Collective Agreement are applicable.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE CITY:

FOR THE UNION:

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LETTER OF UNDERSTANDING #2 LETTER OF UNDERSTANDING #4

between

CITY OF PRINCE RUPERT

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 105

**Re: Cleaner Civic Properties**

The City agrees to post a cleaner position at City Hall. The terms of the position will be as follows:

1. Hours of work will be a minimum of sixteen (16) hours per week, Monday to Friday, with two (2) consecutive days off. The work will be done after City Hall's normal hours of work.
2. This work is not to include specialized services such as carpet cleaning, cleaning high windows, stripping and waxing floors, etc.
3. The rate of pay shall be \$17.50 per hour.
4. When duties as set out in #2 are required, pay will be facility custodian I rate.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE CITY:

FOR THE UNION:

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LETTER OF UNDERSTANDING #3 LETTER OF UNDERSTANDING #5

between

CITY OF PRINCE RUPERT

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 105

**Re: Cleaner (City Tel Office)**

The City agrees to post a cleaner position for the City Telephones office. The terms of the position will be as follows:

1. Hours of work will be a minimum of sixteen (16) hours per week, Tuesday to Saturday, with two (2) consecutive days off. A maximum of one (1) position may be scheduled and posted to work a minimum of a two (2) hour shift. The work will be done after City Telephone's normal hours of work.
2. The additional cleaning hours required when the City acquires the B.C. Tel building shall be added to this position.
3. This work is not to include specialized services such as carpet cleaning, cleaning high windows, stripping and waxing floors, etc.
4. The rate of pay shall be \$17.50 per hour.
5. When duties as set out in #3 are required, pay will be facility custodian I rate.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE CITY:

FOR THE UNION:

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LETTER OF UNDERSTANDING #4 LETTER OF UNDERSTANDING #6

between

CITY OF PRINCE RUPERT

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 105

**Re: Holiday Pay for B. Weir**

The Parties hereby agree that:

Effective, January 1, 2003, B. Weir shall move to the vacation category "18<sup>th</sup> and thereafter" years and shall progress thereafter through vacation categories.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE CITY:

FOR THE UNION:

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LETTER OF UNDERSTANDING #5 LETTER OF UNDERSTANDING #8

between

CITY OF PRINCE RUPERT

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 105

**Re: Change of Regular Work Week – Park Avenue Campground**

In order to meet the ongoing operational needs of the Park Avenue Campground, the parties agree as follows:

1. That all employees at the Park Avenue Campground shall not be subject to Article 17.01 and 17.02
2. That the regular workweek for all employees at the Campground shall remain flexible. Workweek will be Sunday to Saturday, between the hours of 8:30 a.m. to midnight, not to exceed thirty-five (35) hours per week. Employees shall receive two (2) consecutive days off.
3. That employees shall receive notice of change to work schedule, no later than regular closing time the previous day.
4. That any change of schedule shall not necessarily be for a set length of time.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE CITY:

FOR THE UNION:

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LETTER OF UNDERSTANDING #6 LETTER OF UNDERSTANDING #9

between

CITY OF PRINCE RUPERT

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 105

**Re: Students – Park Avenue Campground**

The Park Avenue Campground hires students during the summer season. Students will:

- (1) be defined as per government funding agreements, based on government funding program criteria;
- (2) be of any age;
- (3) be required to have attended school in the previous year and intending to return in the fall;
- (4) be union members;
- (5) work thirty (30) to forty (40) hours per week (full-time) with two (2) consecutive days off;
- (6) have one half (½) hour lunch break and two (2) fifteen (15) minute breaks each full-time shift;
- (7) be evaluated after two (2) weeks probationary period;
- (8) be paid a minimum of \$8.50 per hour. Effective January 1, 2000, \$8.59.
- (9) will not be subject to Articles 14, 16, 22 and 27.
- (10) be paid vacation pay of six percent (6%) on each pay cheque.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE CITY:

FOR THE UNION:

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LETTER OF UNDERSTANDING #7 LETTER OF UNDERSTANDING #9

between

CITY OF PRINCE RUPERT

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 105

**Re: Addition of Position of Head Greensperson  
(Golf Course) to Bargaining Unit**

The Parties agree that a position of Head Greensperson shall be created as per the attached job posting.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE CITY:

FOR THE UNION:

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LETTER OF UNDERSTANDING #8 LETTER OF UNDERSTANDING #9

between

CITY OF PRINCE RUPERT

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 105

**Re: Lorne Horne – Head Greensperson (Golf Course)**

If Lorne Horne is the successful applicant for the position of Head Greensperson, he shall be paid Greenskeeper Rate (currently \$26.22 per hour, effective January 1, 2000, \$26.48) and may be required to supervise other workers.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE CITY:

FOR THE UNION:

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LETTER OF UNDERSTANDING #9 LETTER OF UNDERSTANDING #9

between

CITY OF PRINCE RUPERT

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 105

**Re: Compressed Work Week – Patching and Crack Sealing**  
**(April 20 – October 15, 1998)**

On a trial basis, both parties agree to adopt a compressed work week schedule for Patching and Crack Sealing to take advantage of daylight savings time.

The work week shall be a ten (10) hour day from 7:00 a.m. to 5:30 p.m. from Monday to Thursday each week, which will include three (3) rest periods and a one-half (1/2) hour unpaid meal break.

The crew will consist of a Chargehand, an Operator I and two (2) labourers. The present incumbents will have the first option, after which employees in those classifications will be solicited by seniority.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE CITY:

FOR THE UNION:

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LETTER OF UNDERSTANDING #10 LETTER OF UNDERSTANDING #9

between

CITY OF PRINCE RUPERT

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 105

**Re: Same Seniority Date**

Both parties have agreed that the seniority list must be corrected to resolve the issue of same date seniority.

The Union will advise employees affected of a meeting at which seniority dates will be adjusted. This meeting will be held prior to August 2, 1998. The Union will advise the City of the new order and the new list will be produced.

The City will continue to ensure that new employees being hired begin work on different dates to avoid same date seniority.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

FOR THE CITY:

FOR THE UNION:

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