

AGREEMENT BETWEEN

THE CORPORATION OF THE CITY OF NELSON

(hereinafter referred to as the "City")

PARTY OF THE FIRST PART

and

**THE NELSON CIVIC EMPLOYEES UNION, LOCAL 339
OF THE CANADIAN UNION OF PUBLIC EMPLOYEES**

(CLC)

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

January 1, 1999 - December 31, 2001

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DEFINITIONS

"Anniversary Date" shall mean seniority date.

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"Service Date" referred to in this Agreement shall mean first day hired.

"Employees" as used in this Agreement shall mean all employees employed in those classifications listed in Schedules "A", "B" and "C" of this Agreement.

"Employee Status"

Regular Full-Time Employee

A regular full-time employee is one who works regularly scheduled full-time shifts. Any employee who accumulates 70 or more hours in a two week pay period shall be considered a regular full-time employee. These employees accumulate seniority and are entitled to all benefits outlined in this Agreement.

Regular Part-Time

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

Casual Employees

A casual employee shall mean any employee hired on an intermittent basis. Casual employees shall be entitled to seniority and other benefits as specified when they have completed sixty (65) days worked within a twelve (12) month period.

Temporary Employees

Employees hired for a specific period of time (not to exceed five (5) consecutive months) in any one (1) year. These employees shall accumulate seniority and other benefits of this Agreement, except as otherwise stated herein. On completion of the temporary position, all seniority shall cease.

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"Day" shall mean a 24 hour consecutive period, normally beginning at 12.01 a.m. and shall mean a calendar day unless other wise specified in the Agreement.

"Week" shall mean the regular working week constituting forty (40) hours, eight (8) hours per day, or thirty-five (35) hours, seven (7) hours per day.

"Work Week" in this Agreement shall mean a regular work week from Sunday to Saturday for purposes of calculating payment of wages under this Collective Agreement.

March 1999

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

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

"Lay-off"

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

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"Spouse/Partner"

Spouse/partner means that person who is married to you or is publicly represented as your spouse/partner and who has been designated either in a witnessed statement to the employer or is covered under the employees medical benefit.

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ARTICLE 1 - RECOGNITION OF THE UNION

Section 1 - Sole Bargaining Agency

- 1.01 The City recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent with respect to any and all matters affecting the relationship between the Parties to this Agreement, looking forward to a peaceful and amicable settlement of any difference that may arise between them.

Section 2 - Union Security

- 1.02 Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union within thirty (30) days of the start of employment. Each employee shall, as a condition of continued employment, be a member in good standing in the Union according to the Constitution and By-laws of the Union.

Section 3 - No Discrimination or Harassment

- 1.03 The City and the Union jointly affirm that every employee in the City's service shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment.

The principle of fair treatment is a fundamental one and both the City and the Union do not and will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being and/or undermine work relationships and productivity.

Through this Collective Agreement, the parties agree that there shall be no discrimination based on:

- Race
- Ethnic or national origin
- Ancestry
- Age
- Nationality
- Political belief, association or activity
- Religion or creed
- Family status
- Sex, including pregnancy
- Marital status
- Source of income
- Physical or mental disability
- Place of residence
- Membership or activity in a union

Harassment is a form of discrimination and includes personal harassment. Harassment means any improper behaviour by a person that is directed at and/or is offensive to any employee and which that person knew or ought reasonably to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display made on either, a one-time or continuous basis that demeans, belittles or causes personal humiliation or embarrassment to an employee.

The definition of discrimination and harassment contained within the British Columbia Human Rights also applies.

The procedures for dealing with harassment are contained in the Rules and Regulations and Policies of the City. (copy attached to the Memorandum of Agreement)

March 1999

Section 4 - No Strikes or Lockouts

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

1.05 Without restricting the generality of the foregoing Sections, it is agreed that the following positions shall be excluded from the terms of this Agreement:

- City Administrator
- City Clerk
- City Treasurer
- City Accountant
- Deputy City Clerk
- Executive Secretary - Administration
- Executive Secretary – Finance
- Executive Secretary - Police Department
- Office Manager - Finance Department
- Downtown Development Officer
- Fire Chief
- Deputy Fire Chief
- Police Chief
- Director of Works and Services
- Works and Utilities Superintendent
- Works Supervisor
- Utilities Supervisor
- Electrical Superintendent
- Assistant Electrical Superintendent
- Parks and Recreation Facilities Superintendent
- Building Inspector
- Power Plant Superintendent

Garage and Transit Superintendent

Section 5 - Union Check-Off and Induction

- 1.06 The City agrees to the four (4) weeks check-off of all Union Dues, Assessments, Initiation Fees and written assignments of amounts equal to Union Dues.
- 1.07 The City shall, during the life of this Agreement, deduct as a condition of employment a sum equivalent to dues as set by the Union from the pay due each four (4) weeks to each employee and remit the same to the Financial Secretary of the Union in the month following in which such deductions are made. Each employee shall provide as a condition of employment a signed written assignment of dues to the Union substantially in the form contained in Section 10 of the Labour Code of B.C.
- 1.08 The City will at the time of making such remittances enclose a list of such employees from whose pay cheque such deductions are made.
- 1.09 The City agrees to acquaint new employees with the fact that a Collective Agreement between the Parties is in effect and with the conditions of employment and providing the new employee an opportunity to meet with the Union Steward(s) on or shortly after employment.

Section 6 - Shop Stewards

- 1.10 The City agrees that the Union shall have the right to appoint or elect Union Stewards from each Department of the City and the Union agrees to advise the City, in writing, of these appointments.

Section 7 - Bulletin Boards

- 1.11 The City shall provide Bulletin Boards in all shops and offices 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. Such Bulletin Boards shall be placed in a prominent place for all employees to see.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1 - Direction of Work Force

- 2.01 The management of the City's business and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the City, except as may be otherwise specifically provided in this Agreement.
- 2.02 The Union agrees that the City has the right to make and alter from time to time, as the necessity arises, rules and regulations to be observed by all employees, which rules, regulations and/or amendments shall not be inconsistent with the provisions of this Agreement. All employees shall be given a copy of these rules.
- 2.03 All rules, regulations and/or amendments shall be communicated in writing to the Union.
- 2.04 The selection of Managerial/Supervisory staff shall be entirely a matter for the discretion of the City.
- 2.05 (a) The City agrees to maintain a minimum staff level of sixty-nine (69) regular full time employees to carry out the works or services presently performed or hereinafter assigned to the bargaining unit. For the purpose of clause (d) of this Section, employees receiving Worker's Compensation or are on short term illness leave, are included in the minimum number of regular full time employees calculated under this clause.
- The Employer may schedule up to twenty-five (25%) percent of banked time, paid time holidays off between November 1st and March 31st at a time mutually agreed between the supervisor and the employee. March 1999
- (b) In the event of a loss of municipally provided services as a result of decisions or take-over's by senior governments or other government agencies, the minimum staff level in Section 2.05 (a) shall be reduced proportionately to the number of which are reduced or eliminated as a result of the decision or take-over by the senior government or other government agencies.
- (c) The City shall notify the union a minimum of thirty (30) calendar days in advance of any final decision to contract out or transfer any work or services performed or hereafter assigned to the bargaining unit,

- (d) Except as provided in Section 2.05 (b) herein, in the event that the City drops the level of staff below the agreed minimum of 2.05 (a), 50% of wages attached to these positions shall be folded evenly into the remaining bargaining unit positions for the period such level is reduced.

March 1, 1996

- (e) Before any work can be contracted out the city shall show substantial savings in the cost of the work to be contracted out.

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- (f) Use of Non-Union Personnel

Casual – Rink Attendant – During hockey games, a Rink Attendant will act as a helper to a regular employee and shall only perform the following duties: scrape corners, move and replace nets, clean debris on ice. Pay rate at the Employer's discretion.

Community Service Worker – The Community Service Workers shall be assigned to do the following work: paint bench slats and picnic table tops under the direction of Greenhouse Operator.

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ARTICLE 3 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

Section 1

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

Notification of Changes

- 3.02 Three (3) months before the proposed introduction of any technological change affecting two (2) or more employees, as defined by the Labour Code of B.C. Act, the City shall notify the Union of the proposed technological change.

Technological Displacement

- 3.03 During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) Parties to this Collective Agreement.

Displacement

- 3.04 In the event that a regular employee is displaced as a result of amalgamation, merger, or contracting out, employees may exercise their bumping provision of Section 7.23(a) of this Collective Agreement.

The City will accommodate employees displaced as a result of other changes and will provide training for a period of ninety (90) days or employees may elect to take a termination settlement in accordance with Section 3.07 or Labour Standards, whichever is superior.

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Training Programs

- 3.05 The City, after consultation with the Union may, instead of releasing an employee due to technological change, retrain the employee for another position for such period of time as the City sees fit. The City will assume the cost of such retraining. After the period of training, the employee shall have three (3) months probation in his new position.
- 3.06 If an employee who is displaced by technological change is retrained for, or takes a position with the City that is at a lower rate of pay, such employee shall be entitled to only one-half (1/2) of the pay increases given to the new position.

Severance Pay

- 3.07 No regular employee shall be released because of technological change except upon one (1) week's notice, pay included, for each year of service, with a maximum of four (4) weeks, during which time such employee will be allowed up to five (5) hours per week with pay, for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice, the City shall be informed as to whether the employee elects to receive severance pay as herein provided or be laid off in accordance with Article 7.
- 3.08 If the employee elects to receive severance pay, such employee shall lose seniority in accordance with Article VII of this Agreement and in the event the employee is rehired by the City at a later date, such employee shall not again be entitled to severance pay as provided for in this Article.
- 3.09 The amount of severance pay entitlement to an employee pursuant to this Article shall be as follows:
- One (1) month's pay at regular rates for each three (3) full years of service completed by the employee, PROVIDED HOWEVER, that the severance pay shall not be less than one (1) month's pay or more than three (3) months' pay.
- 3.10 Notwithstanding anything contained elsewhere in this Agreement, any employee laid off two (2) months or more, prior to the proposed introduction of a technological change, shall be deemed not to be affected by the technological change and therefore will not be eligible to any entitlements as described in this Article.

No New Employee

- 3.11 No additional employees under this Article shall be hired by the City until the provisions of Article 3.05 have been met.

ARTICLE 4 - DISCUSSION OF DIFFERENCES

Section 1 - Committee on Labour Relations/Grievances

- 4.01 The City shall appoint and maintain a committee to be called the "Committee on Labour Relation/Grievances" comprising of members of the Nelson City Council or its representatives. The City shall inform the Union of the individual membership of the committee.

Section 2 - Union General Grievance Committee

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

Section 3 - Grievance Investigations and Meetings

- 4.03 The City agrees that time spent in investigating and settling disputes during working hours involving its employees by the Union Steward(s) shall be considered as time worked. The Union agrees to forward to the City a written list of the names of such Steward(s) and of replacement thereto.
- 4.04 The City agrees to grant time off with pay during any working day to Officers of the Union in order to attend meetings with representatives of management of the City, provided that notice be given to the immediate Supervisor by the Officer(s) of the Union so requesting the time off. The Union shall supply the City with a written list of names of its Officers for this purpose and inform the City of any changes to this list.
- 4.05 In order that the work of the City shall not be unreasonably interrupted, no Steward shall leave the job without obtaining the permission of the immediate Supervisor, which permission shall be given within an hour.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1

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

Stage 1

5.02 Within thirty (30) working days of learning of the grievance, the employee or employees concerned, with their Union Steward in attendance or Union General Grievance Committee, shall endeavour to settle the dispute with the immediate Supervisor. Failing to reach a satisfactory settlement of the dispute within one (1) day after its submission, the dispute may be referred to Stage 2.

Stage 2

5.03 The employee or employees concerned, with their Union Steward or Officer in attendance, shall meet with the Department Head and shall submit the grievance, in writing. Failing to reach a satisfactory settlement of the dispute within two (2) days after submission to the Department Head, the dispute may be submitted to Stage 3.

Stage 3

5.04 The employee or employees concerned, with their Union Steward or Officer in attendance, shall meet with the City Administrator and shall submit the grievance, in writing. Failing to reach a satisfactory settlement of the dispute within three (3) days after submission to the City Administrator, the dispute may be submitted to Stage 4.

Stage 4

5.05 A meeting of the General Grievance Committee of the Union shall meet with a Committee of the City Council within five (5) days of a written request for such a meeting. Failing to reach a satisfactory settlement of the dispute within five (5) days after such meeting, the dispute may be submitted to Stage 5.

Stage 5

5.06 The dispute shall be submitted to a Board of Arbitration. All replies to grievances shall be in writing at all stages commencing with Stage 3.

Time Limits

- 5.07 The time limits in the above Article may be varied and/or extended only by mutual agreement between the Parties.
- 5.08 Where a dispute involves a question of general application, the City and the Union may agree to bypass Stages 1 and 2.

Section 2 - Policy Grievance

- 5.09 The City shall have the right to submit any dispute regarding the interpretation of or violation of this Agreement to the Executive Officers of the Union. Failing a satisfactory settlement within five (5) days notice in writing to the Union, to refer the dispute to a Board of Arbitration constituted in accordance with Article VI.

ARTICLE 6 - BOARD OF ARBITRATION

Section 1 - Composition of Board

6.01 Should the Committee on Labour Relations/Grievances and the Union General Grievance Committee fail to settle any difference, grievance or dispute whatsoever arising between the City and the Union, or the employee(s) concerned, such difference, grievance or dispute shall be referred to a Board of Arbitration.

6.02 The Board of Arbitration shall consist of three (3) members: one (1) to be selected by the City; one (1) to be selected by the Union; and a third mutually acceptable person who shall act as Chair of the Board to be chosen by the two persons thus selected.

In the event that the City and the Union are unable to agree upon the selection of the third member of the Board, the Minister of Labour shall be requested to appoint such member.

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

Section 2 - Expenses of Arbitration Board

6.04 Each Party shall bear the expenses of the arbitrator appointed by such Party, and shall pay one half (1/2) of the expenses of the Chair of the Board.

ARTICLE 7 - SENIORITY

Section 1 - Calculation of Seniority

7.01 Seniority is defined as the length of service in the bargaining unit and shall operate on a bargaining unit wide basis unless specified elsewhere in this Agreement.

7.02 In the event that the City shall merge, amalgamate or combine any of its operations or functions with another employer, the City agrees to the retention of seniority rights for all employees with the new employer.

7.03 Regular Permanent Employees

Following the probationary period, seniority credits shall commence from the service date of the employee and shall govern in all areas of this Agreement.

Permanent Part Time Employees

For part-time employees, in the case of promotions, demotions and lay-offs, seniority shall be calculated on the number of hours worked from the service date of the employee.

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7.04 Temporary Employees

Following the probationary period, seniority credits shall commence from the service date of the employee, except in the case of promotions, demotions and lay-offs, when seniority shall be calculated as the number of hours worked since the service date of the employee.

7.05 Casual Employees

On completion of sixty-five (65) days worked within a twelve (12) month period, casual employees shall have their seniority credits accrued since their service date, banked for the purpose of being considered for the categories stated above.

Section 2 - Seniority Lists

- 7.06 The City shall maintain separate seniority lists for each category of employee based on the foregoing. The list shall show for permanent regular employees, the date upon which each employee's service commenced and for part-time employees, the number of hours accrued since the commencement of the service date.
- (a) Temporary employees, the service date and the number of hours from the commencement of the service date.
 - (b) Casual employees shall be added to the list based on the number of hours accrued since the service date.
 - (c) The list shall be updated annually and forwarded to the union and will be posted on all bulletin boards during the month of January each year.

Section 3 - Probationary Period

- 7.07 From the date of hiring, employees shall be on probation for a period of sixty-five (65) working days. During this period, employees shall be entitled to all rights and benefits, unless otherwise specified in this Agreement.

Section 4 - Promotions, Transfers, Demotions

- 7.08 The City agrees that seniority shall be the determining factor in all cases of promotion, demotion or transfer, where competency, efficiency, ability and qualifications of competing employees are equal. The City shall determine competency, efficiency, ability and qualifications in a fair and equitable manner.
- 7.09 If a regular employee is promoted or transferred to a job within the bargaining unit, the employee shall be considered a qualifying employee in the new position for a period of sixty (60) days. An employee promoted or transferred shall be declared permanent in the new position conditional upon satisfactory service.
- 7.10 In no instance during the qualifying period shall an employee lose seniority, however, if an employee has been promoted or transferred and during the aforementioned sixty (60) days is found unsatisfactory, or if the employee is unable to perform the duties of the new job classification, then the promoted or transferred employee shall be returned to the former position and wage or salary rate held by such employee without loss of seniority and any other employee hired, promoted or transferred because of the rearrangement of jobs, shall be returned to the former position, wage or salary rate held by such employee, without loss of seniority.

- 7.11 (a) In cases of promotion requiring higher qualification or certification, the City shall give consideration to employees who do not possess the required qualification but are preparing for qualification prior to filling of a vacancy. Such employees will be given an opportunity to qualify within six (6) months unless a longer period of time is agreed to by both Parties, and to revert to their former positions if the required qualifications are not met within such time.
- (b) The City will inaugurate and maintain a system of "on the job training" so that employees shall have the opportunity of receiving training and qualifying for promotions. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during regular working hours by working together with a designated trainer for temporary periods, without affecting the salary or pay of the employees concerned. On the job training shall only take place when a designated employee is present and is instructing the trainee. Where competency, efficiency and ability are equal, seniority shall be the determining factor where two or more employees request training for the same position.
- 7.12 Where an employee is promoted to a new position as a result of job training program as set out in Article 7.11 or 7.22 of this Agreement, such employee shall retain all previous seniority with the City, accumulated in any other Department.
- 7.13 Where the employee is temporarily assigned to perform the duties of a higher classification, such employee shall retain the classification normally held, even though receiving higher pay during the performance of functions in the higher classification.

Section 5 - Job/Position Classification Changes

- 7.14 An employee moving from one classification to another that involves no change in the employee's rate of pay, shall not be considered as promoted or demoted.
- It is agreed that an employee shall not be considered as "promoted" unless a vacancy occurs and the vacancy has a higher classification/pay rate.

Section 6 - Transfers

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

- 7.16 An employee temporarily transferring to a position with a lower rate of pay than the employee's current rate of pay will continue to receive the current rate of pay for the duration of the temporary transfer.
- 7.17 If an employee is transferred to a temporary position outside of the bargaining unit, such employee will be notified in writing, copies to the Union, of the duration of the temporary period. The employee so transferring shall retain all seniority accumulated up to the date of leaving the bargaining unit, but will not accumulate any further seniority. The employee may elect to return or be returned to the bargaining unit during a period of sixty (60) days. An employee who elects to return or is returned to the bargaining unit by the City, shall be placed in a job consistent with the employee's seniority, however, such return to the bargaining unit shall not result in the lay-off or bumping of an employee holding greater seniority.
- 7.18 In all cases of a temporary transfer, both within and outside of the bargaining unit, such temporary transfer will not exceed sixty (60) days, unless the Parties to this Agreement mutually agree to extend the time limit(s).
- 7.19 Transfers extending beyond the sixty (60) day time limit and/or where no agreement can be reached to extend the period, or for a duration greater than sixty (60) days, shall be considered as a permanent transfer.
- 7.20 Notwithstanding any of the foregoing, no employee shall be transferred to a position outside of the bargaining unit without the employee's consent.
- 7.21 The Union shall be notified of all appointments, hirings, lay-offs, rehiring, and terminations of employment.

Section 7 - Special Skills Transfers

- 7.22 From time to time, employees may be selected for training and/or given special assignments in order to gain experience with the City, so that their skills and capabilities can be improved for job advancement. Subject to Articles 7.08 and 7.20, the City shall have the right to select and perform this qualification upgrading and to promote, engage, retain and dispense with employees' services in that area. Provided, however, that upon completion of termination of such assignments, the employee concerned shall be reinstated in the position he/she held prior to the assignment. No employee shall lose seniority as a result of such special assignment.

The City will post any training courses and/or any special assignments for which employees may be selected. The posting shall be posted for a period of one (1) week to afford all interested employees an opportunity to apply for such training.

Section 8 - Reduction of Work Force

- 7.23 (a) Both parties recognize that job security shall increase according to the length of service with the City. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of seniority and classification. Employees about to be laid off will be allowed to exercise their seniority to bump an employee with less seniority in any classification provided they are capable of performing the work as per current job description, with a reasonable amount of job orientation as agreed by both parties. Employees wishing to exercise their bumping rights must do so in writing to the immediate Supervisor within three (3) working days of being notified of their layoff. An employee about to be laid off shall be entitled to one (1) hour off with pay to meet with the immediate Supervisor to determine eligibility to bump into another position. At this time, he/she shall be given all the information regarding the job; hours of work, salary, benefits and job description. The immediate Supervisor shall notify the employee of his/her decision within three (3) working days. In the event that an employee is refused a bump into another position, the employee shall be advised in writing of the reasons for such refusal.
- (b) In no case shall the City be obliged to re-employ any employee who has been laid-off for a period of twelve (12) calendar months or longer.
- (c) Subject to Article 7.26, in the event of a lay-off an employee shall have the first right of recall to his/her former position. An employee may only elect to remain in his/her equal or lower classification. Employees that have bumped into a higher classification shall return to their former position upon recall by the City.

March 1, 1996

- 7.24 The City agrees to continue to pay the premiums of the approved medical insurance plan for laid-off employees for a period of three (3) months. In the event of a longer lay-off, employees so affected will be given the right to continue their coverage through direct payments, as provided by the medical plan currently in effect. The City shall not be required to make any such payments where an employee is elsewhere employed during any such periods of lay-off.

Advance Notice of Lay-off

- 7.25 The City shall notify all regular permanent employees who are to be laid off, in writing, ten (10) days prior to lay-off. In lieu of notice, severance pay in an amount equivalent to the period of written notice required shall be paid to the employee.

March 1, 1996

Section 9 - Recall Procedure

7.26 Subject to their ability to perform the work of the/a classification, employees shall be recalled in order of their seniority. The City shall notify the employee(s) by registered mail, and/or by personal contact, and wherever possible shall give ten (10) days notice of the recall. March 1999

(a) An employee recalled for work of short duration that has had less than ten (10) days notice, shall not lose recall rights as per Article 7.26 for refusal to return to work.

(b) An employee recalled for work of short duration at a time when the employee is employed elsewhere shall not lose recall rights as per Article 7.26 for refusal to return to work.

(c) The City will establish and post a list of laid off employees for work of short duration. Once a recall has been established, the City will follow the list and advise the Union, in advance, or as soon as possible thereafter, of the recall. March 1, 1996

7.27 Laid off employee(s) failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail, shall be considered to have abandoned their right to re-employment. Employee(s) requiring to give two (2) weeks notice to another Employer shall be deemed to be in compliance with the seven (7) day provision.

7.28 Laid off regular employees shall retain their seniority accumulated up to the time of lay-off, for a period of twelve (12) months and shall be rehired, if the employee possesses the capability of performing the duties of the/a vacant job, on the basis of last-off first-on.

Section 10 - Seniority Miscellaneous

No New Employees

7.29 No new employee(s) shall be hired, until those laid off employees have been given an opportunity to recall, subject to their ability to perform the work of the/a classification.

Loss of and/or Continuing Seniority

7.30 An employee shall not lose accrued seniority rights because of absence from work due to:

Sickness	Accident
Lay-off	Approved Leave of Absence

however, employees shall lose seniority in the event that:

- (a) they are dismissed for just cause and are not reinstated;
- (b) they resign in writing and do not withdraw the resignation within two (2) days;
- (c) they are absent from work for a period of seven (7) working days without sufficient cause and/or without notifying the City, unless such notice was not reasonably possible;
- (d) they fail to return to work within seven (7) calendar days following a recall notice after a lay-off, unless such employee(s) are indisposed due to sickness or other justifiable causes;
- (e) they are laid off for a period longer than twelve (12) months

Employees who are off work on approved sick leave, Workers' Compensation or approved Union leave, shall continue to accrue seniority with the City during such absence.

7.30.1 Employees will continue to accrue seniority during unpaid leaves of absence for up to thirty (30) days per annum, as per Clause 7.30 provided that benefits accrue on a prorata basis. March 1999

Union Leave/Business

7.31 It is understood that where the City grants time off to an employee, or a leave of absence pursuant to Article IX, the employee shall not lose seniority rights and shall be entitled to return to the job the employee held at the time the time off/leave of absence was taken.

Grievance of Lay-off and Recalls

7.32 Grievances concerning lay-offs and recalls shall be initiated at Stage 3 of the Grievance Procedure.

7.33

Disablement

An employee covered by this Agreement who has given good and faithful service to the City, and who, through advancing years or temporary disablement is unable to perform regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which the employee is assigned.

ARTICLE 8 - JOB DESCRIPTION, POSTING, VACANCIES & APPOINTMENTS

Section 1 - Job Description

- 8.01 (a) The City agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions, unless the Union presents written objection within thirty (30) days.
- (b) If the Union presents written objection to a job description presented to it by the City within thirty (30) days, the contentious job description shall be referred to a Joint Classification Committee comprised of two (2) representatives from the City and two (2) representatives from the Union to resolve the difference. If the Classification Committee is unable to resolve the difference, then it shall be submitted to Arbitration pursuant to Article VI.
- (c) A Sub-Committee of the City and the Union will meet to resolve the scheduling of the City transit operations with regard to the fifteen minute coffee breaks.

8.02 When there is a change in any classification, or the duties of a classification, and/or the rate of pay, or when any position not covered by Schedule "A" is established during the life of this Agreement, the classification and/or the rate of pay of the job in question shall be subject to negotiations between the City and the Union. The new rate shall become retroactive to the time the position was filled by the employee.

8.03 Changes in Classification

When the duties or volume of work in any classification, for which the Union is bargaining agent, is changed or increased or where the Job Classification Committee representatives of the Union or an employee feels unfairly or incorrectly classified, during the term of this Agreement, the classification and/or pay rate shall be subject to negotiation between the City and the Union. If the Parties are unable to agree on the reclassification an/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The reclassification and/or rate of pay shall then be considered retroactive to the date the employee first filled that position.

8.04 Elimination or Change of Classification

Existing classifications, for which the Union is bargaining agent, shall not be eliminated or changed without prior notification to the Union. If the Union objects to the elimination of the classification in writing within thirty (30) day of being notified, the matter shall be referred to the Classification Committee. If the Classification Committee is unable to resolve the difference, then the matter shall be referred to arbitration pursuant to Article VI.

Section 2 - Job Posting

8.05 When a vacancy has occurred or is created inside of the bargaining unit, or an employee is on holiday prior to retirement, the City shall, within fourteen (14) days of the vacancy, post notice of the position on all Union bulletin boards and the City's place of business for a minimum of seven (7) calendar days, so that all members will be aware of the vacancy; or alternatively advise the Union within the same fourteen (14) days after the occurrence of the vacancy that the position will not be posted. If, after posting the position, no employees express an interest in filling the vacancy, the City may advertise and seek an employee from outside the bargaining unit.

Information of Posting/Vacancy

8.06 Such notice shall contain the following information:

Nature of position, qualifications, skills, knowledge and education required, shift, wage or salary rate of range and the closing date for applications to the position.

The City will ensure that all postings are open to both male and female applicants and that qualifications are not established in a discriminatory manner.

Section 3 - Processing and Filling of Vacancies/Appointments

8.07 Following the processing of applications, the City shall conduct interviews for those employees meeting the posted requirements and within seven (7) days following the completion of the interviewing, shall notify the successful employee of the appointment.

8.08 The employee shall be considered as a qualifying employee in the new position for a period of sixty (60) days as per Article 7.09.

8.09 The City agrees not to place any outside advertisement for a vacancy within the bargaining unit until all member applicants have been fully processed.

ARTICLE 9 - LEAVE OF ABSENCE

Section 1 - Unpaid Leave - General

- 9.01 The City 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 in writing and approved by the City.

Union Leave

- 9.02 Provided the City's operational needs are met, provided reasonable notice is given, and provided there is no cost to the City, leave of absence without pay and with full accrual of seniority shall be granted upon request to the City to employees elected or appointed to represent the Union at Union conventions, conferences and seminars. Such time shall not exceed a total of fifty (50) man-days in any one year. The City agrees to pay employees on Union leave as if they are working, and the Union agrees to reimburse the City for the expense of this leave.

- 9.03 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, other than City offices, shall be granted leave of absence without loss of seniority by the City for a period of one year. Such leave shall be renewed each year during the employee's term of office.

Collective Bargaining Leave

- 9.04 The City agrees that, where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the City, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

Compassionate Leave

- 9.05 In the case of the death of a parent, wife, husband, common-law spouse, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law, an employee shall be granted leave of absence without loss of pay on the following basis:
- (a) Where such death occurs within the boundaries of the Regional District of Central Kootenay and the Regional District of Kootenay Boundary, such leave shall be three (3) days;

(b) Where such death occurs outside the boundaries of the Regional District of Central Kootenay and the Regional District of Kootenay Boundary, one (1) additional day shall be granted, where the employee attends the funeral.

(c) Bereavement Leave During Vacation

Should an employee qualify for bereavement leave during an approved scheduled vacation, the Employer shall credit the vacation bank for the amount of the bereavement as outlined in sections (a) and (b) of this clause.

March 1999

Pallbearer Leave

9.06 One half (1/2) day leave with pay shall be granted an employee to attend a funeral as a pallbearer.

Educational Leave

9.07 The City agrees to pay the full cost of any course of instruction required by the City for any employee to better qualify the employee to perform their job. Such payment shall be made upon successful completion of the course. Employer agrees to advance funds if requested by employee.

March 1999

Family Sick Leave

9.08 Employees shall be allowed up to three (3) days per annum to engage in a personal or family member's preventative medical/dental health care or to care for sick family members provided that the employee is the only one available to provide care and that the family member resides within fifty miles of the City of Nelson and provided that such days be used from the employee's sick leave credits. For the purpose of this clause "family member(s)" shall mean a child, spouse or mother or father who is solely dependant on the employee for care at the time leave is requested. Additional days may be granted by the employer for special or emergent circumstances for appointments made outside the boundaries of the Regional District of Central Kootenay or the Regional District of Kootenay Boundary.

March 1999

Medical appointments shall be made whenever possible at the beginning and/or end of the regular working day or shift.

March 1, 1996

Jury and/or Court Leave

- 9.09 Employees who are subpoenaed by the Crown for jury duty or as a witness for the Crown, shall continue to receive their regular pay. The employees shall turn over to the City any monies they receive from the Crown on the days they are normally scheduled to work, providing that this does not exceed their regular pay rate.

ARTICLE 10 - HOURS OF WORK, OVERTIME AND WAGES

Section 1 - Hours of Work

- 10.01 The regular working week for all outside employees covered by this Agreement shall constitute forty (40) hours per week for regular full time employees, except for those special shifts and classifications as provided in Schedule "C" of this Agreement.
- 10.02 The regular working week for all office employees covered by this Agreement shall constitute thirty-five (35) hours per week.

Section 2 - Shift Work

- 10.03 Premium Shift for all employees shall be any shift that starts or ends between 5:00 p.m. and 7:00 am. March 1, 1996
- 10.04 (a) Employer agrees to pay on change of shifts for employees assigned to snow removal, sand cleanup and Civic Centre and Parks employees weekend shift differential of fifty (\$.50) cents per hour for the entire week. Memorandum of Agreement signed December 2nd, 1998 to be used for changeover of shifts. March 1999
- (b) The City shall post winter shifts schedules by October 1st. At the commencement of the winter schedule all snowplow drivers who are not heavy equipment operators, or of equivalent pay grade, shall be issued a transfer to heavy equipment operator on a temporary basis. Clause 7.19 shall not apply in this case. March 1, 1996
- (c) The City shall post summer bus schedules by June 1st. March 1, 1996
- 10.05 The provisions of Article 10.04(a) shall not apply in respect to such shifts provided that any employee working a scheduled day of rest shall receive overtime rates as set out in Article 10.10 of this Agreement. March 1999

Section 3 - Shift Premiums

- 10.06 Employees assigned to work a premium shift shall receive a shift premium of:
45 cents per hour (January 1, 1996)
50 cents per hour (January 1, 1997)
in addition to their regular rate of pay. March 1, 1996

Graveyard Shift – any shift that starts at 11:00 p.m. and ends at 7:00 a.m.
Graveyard shift shall receive one (\$1.00) dollar per hour effective January 1st, 2000.
March 1999

10.07 Weekend Shift Premium

All employees shall receive an additional

45 cents per hour (January 1, 1996)

50 cents per hour (January 1, 1997)

for working on Saturday and/or Sunday.

March 1, 1996

Section 4 - Overtime

10.08 Overtime Defined

Overtime is all time worked in excess of:

- (a) eight (8) hours per day, forty (40) hours per week for outside workers
- (b) seven (7) hours per day, thirty-five (35) hours per week for inside workers.

March 1999

10.09 Overtime shall be paid for at the rate of time and one half (1 1/2) for the first two (2) hours in any day or shift and double (2x) time thereafter.

10.10 All time worked on a scheduled day of rest shall be paid for at one and one-half (1 1/2) the standard rate of pay for the first two (2) hours worked. All remaining time worked shall be paid for at double (2x) the standard rate of pay. Any employee who is required to work on a holiday shall be paid at the rate of double (2x) the standard rate of pay for every hour worked in addition to the regular holiday pay. March 1999

10.11 Overtime Book

Overtime shall be paid for in wages or in compensating time off. The employee shall indicate to the Supervisor at the time the overtime is requested an/or performed, whether the overtime will be taken as a cash pay-out or in compensating time off.

- (a) Compensating time off may be credited in the employee's overtime bank to a maximum accumulation of one hundred (100) hours per annum.
- (b) Reasonable opportunity shall be given to all employees to use their booked overtime, provided the City's operational needs are met, provided reasonable notice is given and provided there is no cost to the City. PROVIDED HOWEVER that all overtime books must be cleared by March 31 of the calendar year following the calendar year in which the overtime was earned, unless mutually agreed between the employee and the

supervisor.

March 1, 1996

- (c) The City shall have the right to require an employee to use his booked overtime from the previous calendar year between January 1st and March 31st. Where the City does not exercise this right, all unused credits shall be paid out at the employee's current rate of pay, on the first pay period commencing after the March 31st clearing date, unless mutually agreed between the employee and the supervisor.

March 1, 1996

Section 5 - Call-Back

10.12 Every employee who is called out and required to work outside regular work hours shall be paid a minimum of four (4) hours at overtime rates.

10.13 (a) Overtime and call-back time shall be divided equally among the employees engaged in similar types of operations and who are qualified to perform the work that is available.

- (b) Whenever there are extra hours of work available and wherever possible, the Employer agrees to use a callout system for distribution of extra hours, based on seniority, ability and availability for work.

Whenever possible the Employer agrees to distribute extra hours to part-time workers based on seniority, ability and availability of work in the Transit Department.

March 1999

10.14 Providing funds are available, the City will make every reasonable effort to provide training for all interested staff to work in positions that have historically had above normal overtime. There shall be no extended amount of overtime worked in any operation while there are employees on lay-offs in the same or similar types of operation, and qualified to perform the available work.

Section 6 - Stand-By/On-Call

10.15 An employee engaged in stand-by emergency duty shall receive, in addition to his/her normal wage, a bonus of one day off in lieu for every week on call inclusive of Saturdays, Sundays and Holidays, together with overtime pay for calls made, other than during the hours of the normal work week.

March 1999

Section 7 - Wages

10.16 The City of Nelson shall pay wages to its employees in accordance with Schedules "A" and "B", attached hereto and forming part of this Agreement.

10.17 The City shall pay salaries and wages every second Friday. The pay period for hourly rated employees will terminate on the Friday previous to the pay day. On each pay day, an itemized statement of wages and deductions shall be provided to each employee.

Section 8 - Job Classification Committee

10.18 The City and the Union agree, in the case of the creation of any job which may hereafter change sufficiently to warrant reclassification, to apply the relevant base rate to such job, which shall be determined by a Job Classification Committee that shall be composed of equal representation from both the City and the Union.

Section 9 - Wage Differentials

10.19 Any employee required in the course of his/her work to come into direct contact with bitumen, hot asphalt mix, live sewerage, or raw garbage shall be entitled to an increase in pay of:

forty-five (45) cents (January 1, 1996)
fifty (50) cents (January 1, 1997)

per hour while actually so employed.

ARTICLE 11 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

Section 1 - Statutory Holidays

11.01 (a) Employees shall be entitled to eleven (11) Statutory Holidays and such other holidays as may be proclaimed or declared by either the Federal, Provincial or Local Governments.

New Year's Day
Good Friday
Easter Monday
Victoria Day
Dominion Day
British Columbia Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

(b) A regular part-time employee shall be paid the average daily earnings based on a five (5) day work week, exclusive of overtime, for the days worked in the four (4) week period immediately preceding the week in which the Statutory Holiday occurs. For the purpose of this clause either the Employment Standards Act or this clause shall apply, whichever is the greater. March 1999

(c) For the purpose of Clause (b) above, Statutory Holiday pay shall be calculated by taking the number of days worked or portion thereof, divided by twenty (20) and multiplied by the average daily rate. March 1999

11.02 Statutory Holidays shall be paid at the rate of one (1) day's wages provided that the employee works the scheduled day previous to such holiday and the scheduled day following such holiday. In the event of illness or accident on any of the scheduled days prior to or after the holiday during the period of time employed, the employee will be required to present the supervisor with medical proof of the occurrence of illness/accident. This Clause shall also apply to those employees who have received permission from their immediate supervisor or foreman to be absent on the scheduled day prior to and/or after the holiday.

11.03 When any of the Statutory Holidays listed in Section 1 fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday. Calculations, however, for the Statutory Holiday shall remain the actual calendar date.

11.04 An employee who is not scheduled to work on any of the Statutory Holidays listed in Section 1, shall receive holiday pay equal to one (1) day of pay.

11.05 When any of the Statutory Holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time arranged by mutual agreement. March 1999

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

Section 2 - Annual Vacation

11.07 Entitlement

All employees shall be credited for and granted vacations earned up to their anniversary date as follows:

Three (3) weeks after one (1) year
Four (4) weeks after five (5) years
Five (5) weeks after ten (10) years
Six (6) weeks after twenty (20) years

After 25 years - one additional day for each year of service beyond twenty-five (25) years.

March 1, 1996

11.08 An employee leaving the service at any time in the employee's vacation year before such employee has taken vacation entitlement, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. When an employee dies, the employee's estate shall be credited with the value of vacation credits owing to the employee at the time of death.

11.09 Vacation Pay

For the purpose of computing vacation pay in this Article, the word "pay" shall mean remuneration for the entitled period of vacation, based on salary or hourly rates, whichever may apply (inclusive of differentials), received by the employee, for the major portion of the calendar month immediately prior to the vacation. Employees shall receive, on the last office day preceding commencement of their annual vacation, any pay cheques which may fall due during the period of their vacation.

11.10 Vacations must be taken before the anniversary date of the succeeding year, however, extensions to this time limitation must be of mutual agreement between the City and the employee, with notification to the Union. March 1999

11.11 Employees shall make application for vacation entitlement prior to February 28th each year. Subject to the operational requirements of that Department, annual vacations shall be awarded on the basis of seniority within the bargaining unit.

11.12 (a) The City shall post a list of awarded vacation entitlements on all Union bulletin boards not later than March 15th each year. Employees failing to make application for vacation entitlement under this Article shall be assigned their vacation on a first come first serve basis; subject to the operational requirements of that Department.

(b) Vacation entitlement will not be allowed for less than one (1) week periods, unless otherwise mutually agreed upon by both the City and the employee.

11.13 Illness Prior to Scheduled Vacation

Should an employee be admitted, with an illness, for a stay of more than three days in a hospital prior to the employee completing his or her last shift before an approved scheduled vacation, the employee shall be entitled to sick leave for the duration of the illness and the vacation time shall be rescheduled by the Employer.

March 1999

ARTICLE 12 - GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT

Section 1 - Employment Abandonment and General Conditions of Employment

12.01 Employment Abandonment

If an employee is absent from work for a period of seven (7) days without sufficient cause and fails to notify the Employer and/or communicate with the Employer, the employee will have been considered to have abandoned and resigned from employment with the City.

12.02 Employer Property

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

12.03 Badges and Insignia

Employees shall be permitted to wear Union pins or badges.

12.04 All employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of a shift, or as otherwise specified in Schedules. March 1, 1996

Section 2 - Disciplinary Procedure

12.05 The City shall have the right to establish a step discipline system to provide a uniform means of handling infractions of City rules and regulations and to facilitate concise record keeping procedures as well as to ensure the equitable progressive administration of discipline.

12.06 Whenever the Supervisor deems it necessary to discipline an employee, the employee shall have the right to have a Shop Steward or Union Representative of the employee's choice present at a disciplinary meeting. The Supervisor shall provide written notice of the incident in compliance with Article 12.07 and 12.08.

March 1999

12.07 (a) The City shall notify an employee in writing of any complaint against the employee by the City within five (5) working days of the City becoming aware of the event of the complaint, with a copy to the Union. Such written notice shall form a part of the employee's record. The notice shall include particulars of the work performance or incident which led to the dissatisfaction.

- (b) If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record for use against the employee at any time. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the City, whether or not it relates to the employee's work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's record. Nothing in this clause shall eliminate the City's right to immediate discipline of an employee when necessary.

12.08

(a) Level 1 – Verbal Discipline

If not in itself serious enough to warrant suspension or discharge, the employee may be given an oral reprimand by his/her immediate supervisor and advised that another offence may result in a written warning. The oral reprimand follows discussion of the problem with the employee. The oral reprimand will be placed in the employee's personnel record.

(b) Level 2 – Written

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

(ii) The written reprimand may contain a warning in respect of future reoccurrence. A written reprimand shall be documented in a report to the personnel file.

(iii) A copy of the written warning, to include a clear statement of what is expected and the consequence of further transgressions, will be hand delivered to the employee and a copy forwarded to the personnel file and a copy to the Union.

(b) Level 3 – Suspension

(i) If not in itself serious enough to warrant discharge, an employee will be given one (1) or more days suspension without pay by his/her immediate supervisor and warned that another offence will result in discharge.

- (ii) Written notice of suspension or other disciplinary action requires authorization by the Department Head and/or the Chief Administrative Officer. The written notice of discipline is used to indicate the application of discipline, the reasons for discipline and the actions that have been taken to modify the behaviours by the Supervisor. These factors as well as other relevant matters will be included in the notification report to the employee, to the Department Head and the Chief Administrative Officer and a copy to the Union. The employee will be interviewed and the report will be the documentation of the interview.
- (iii) The report on the suspension of an employee shall be placed in the employee's personnel file. In addition to verbally informing the employee of a suspension, he/she shall be informed in writing, with a copy to the Union, with reference made to previous statement of what is expected and the consequences of further transgressions.

(b) Level 4 – Final Offence – Discharge

- (i) An employee will be discharged by the Chief Administrative Officer for just cause.
- (ii) Dismissal may result from just cause or a lack of response by an employee to correct form of discipline or, an initial offence if such offence is of a serious nature and/or a culminating incident which in itself would not normally result in dismissal but in consideration of other documented problems with the employee justified dismissal. The documentation of the incident prior to such culminating incident, shall specify all previous documented incidence of discipline and must contain notice of warning to the employee, that the next incident will be considered a culminating incident and dismissal will result.
- (iii) When it becomes necessary to discharge an employee, he/she shall be given a termination slip indicating the reason for the discharge with a copy to the Union. March
1999

12.09 Additional Notices

The City has the option of issuing as many Level 1 and 2 notices as it feels may be required before proceeding to the notice of suspension depending on the seriousness of the incident. March 1999

12.10 Employee Right to Grieve

At any stage of the above discipline procedure, the employee facing discipline may choose to grieve in accordance with Article 5. Prior to a grievance, the employee has the right to disagree and after the settlement of a grievance there is no disagreement.

March 1999

12.11 Personnel Records

Letters of discipline shall be removed from the employee's personnel file provided there has been a period of twelve (12) months for Level 1 and 2 notices and eighteen (18) months for Level 3 notices, provided the employee has had no reoccurrence of the incident that led to the issuance of the notices.

March 1999

Section 3 - Legal Costs

12.12 Notwithstanding any disciplinary action for just cause under the terms of this Agreement, where any employee is found not guilty in any court of charges or lawsuits resulting from the performance of the employee's duties for the City, the City agrees to pay all reasonable legal costs in connection with the employee's defence.

Section 4 - Transportation, Accommodation, Tools, Allowances

12.13 Employees using private automobiles at the request of the City to carry out their duties shall be paid a monthly allowance based on their estimated mileage at a rate of thirty-five (\$.35) cents per mile.

12.14 (a) The City agrees to replace broken or worn out tools of all employees classified as carpenters, and plumbers upon presentation of the said tools by such employee to the supervisor for approval.

(b) The City agrees to pay all mechanics five hundred (\$500.00) dollars per year tool allowance, for the use of their personal tools for City work. March 1999

(c) Clothing allowance for mechanics will decrease from two hundred (\$200.00) dollars to one hundred and fifty (\$150.00) dollars. Employer will purchase coveralls for each mechanic as required and will clean in accordance with Article 16.08(b). March 1999

12.15 Employees required to work more than five (5) consecutive hours in any day or shift shall be provided with a meal allowance by the City of , breakfast ten (10.00), dollars, lunch thirteen (13.00) dollars, supper twenty-two (22.00) dollars provided a receipt is submitted, or in lieu a meal ticket of fifteen dollars (\$15.00). March 1, 1996

Section 5 - Miscellaneous

12.16 The City agrees to install heaters in all equipment where practicable.

12.17 The City shall provide fire insurance covering the tools owned by employees and used in performance of their duties with the City.

12.18 Proper accommodations, including washrooms and dry room facilities shall be provided for employees to have their meals and keep their clothes.

Section 6 - Employees Files

12.19 Employees will be granted access to their own personnel files.

Section 7 – Training

12.20 Employees may be approved to take up to four (4) evening training courses per year specifically related to their work with the City. The Supervisor may approve time off, with pay for this training, to a maximum of twenty-five (25%) percent of the time actually spent at the training course. Such time off shall be granted at a mutually agreed time between the Supervisor and the Employee. March 1999

ARTICLE 13 - SICK LEAVE

Section 1

13.01 Sick Leave Definition

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

13.02 Sick Leave Credit

All employees shall accumulate sick leave credits with pay on the basis of one and one-half (1 1/2) work days per month, cumulative up to a maximum of one hundred and fifty (150) days.

13.03 Sick Leave Pay

In the event of illness, an employee shall receive a full day's pay at the employee's base rate (exclusive of all differentials) received by such employee on the last working day prior to such illness for each day lost from work.

13.04 Proof of Illness

An employee may be required, upon request of the Supervisor to produce a valid doctor's certificate for any illness, certifying that such employee is unable to work due to illness.

March 1, 1996

13.05 Notice of Sick Leave

Employees reporting sick shall advise their supervisors fifteen (15) minutes before going on their regular shift in the case of day shift employees, and four (4) hours before going on shift in the case of employees on afternoon or evening shifts in the Civic Centre and one (1) hour in other Departments.

13.06 Employees reporting back from sick leave shall advise their supervisors at least fifteen (15) minutes prior to commencement of their regular shift.

Section 2

13.07 Sick Leave Records

A record of all unused sick leave will be kept by the City. Employees are to be advised upon application, of the amount of sick leave accrued to their credit.

Section 3 - Payout of Sick Leave - Extension of Sick Leave and Miscellaneous

13.08 When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the City upon expiration of such leave of absence, etc. the employee shall not lose sick leave credit, if any, existing at the time of such leave or lay-off.

13.09 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 by reason of illness at the termination of the period for which sick leave with pay is granted, for a length of time to be agreed upon by the two Parties.

13.10 Sick Payout on Retirement March 1999

All employees shall upon retirement, pursuant to the provisions of the Municipal Superannuation Act or in accordance with City policy, become eligible for and receive at the employee's current rate of pay the following percentage of their accumulated sick leave on the following scale: March 1999

After five (5) years of service, twenty (20%) percent and an additional two (2%) percent per year thereafter to a maximum of one hundred and fifty (150) working days.

If an employee has twenty (20) years of service or more, and dies prior to retirement, the Sick Leave payout will be paid to the employee's designated beneficiary.

March 1999

13.11 Workers' Compensation

An employee prevented from performing regular work in the City on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, shall receive from the City the difference between the amount payable by the Workers' Compensation Board and the employee's regular salary, and the employee's accumulated sick leave will be debited by an amount equal to that proportion not covered by the Workers' Compensation.

13.12 Duty to Accommodate

Employees who are unable to return to their original job due to a medical restriction caused by occupational sickness/injury will be given the opportunity to bump and/or train for a position if available relative to their seniority and qualifications.

March 1, 1996

ARTICLE 14 - MATERNITY LEAVE

- 14.01 Pregnancy shall not constitute cause for dismissal.
- 14.02 On completion of the probationary period an employee shall qualify for maternity leave and the City shall not deny the pregnant employee the right to continue employment during the period of pregnancy.
- 14.03 Employees shall be granted eighteen (18) weeks maternity leave of absence without pay. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.
- 14.04 Should an employee require a longer period of Maternity Leave because of health reasons and/or complications, and extension up to a maximum of three (3) months will be granted on production of a Medical Certificate.
- 14.05 Employees shall retain full employment status and accumulate all benefits of this Agreement while on Maternity Leave.
- 14.06 After fifteen (15) weeks of absence covered by Unemployment Insurance provisions, an employee may choose to receive payment of normal weekly salary from the employee's accumulated sick leave credits if applicable.
- 14.07 An employee shall give the City at least two (2) weeks notice/advice of intention to return to work after Maternity Leave of absence and the employee shall be returned to the former position. However, if the former position no longer exists, then such employee shall be placed in an equivalent position in the Department.
- 14.08 Wherever the BC Labour Codes, Employment Standard Act or Federal Labour Legislation provide superior provisions for maternity or parental leave, such legislation shall prevail.

ARTICLE 15 - BENEFITS AND HEALTH CARE PLANS

Section 1 - Health Care Plans

15.01 Superannuation

All eligible employees apply for coverage of superannuation in compliance with the Municipal Superannuation Act of British Columbia. Contributions to Superannuation increased by one (1%) percent effective January 1st, 2001. This is mandatory for all employees. March 1999

15.01.01 Superannuation Buy Back

An employee may elect to buy back both the employee's and the Employer's portions of Superannuation coverage back to their start date. The employee may elect to make payments to Superannuation through payroll deductions. March 1999

15.02 Group Life Insurance Plan

Upon completion of the probationary period, all employees shall join the Group Life Insurance plan provided by the City for two (2) times their annual salary effective immediately with a minimum coverage of thirty thousand (\$30,000.00) dollars up to the age of sixty-five (65) years. The City shall pay the actual cost of the premiums. March 1, 1993

- 15.03
- (a) The City shall contribute one hundred (100%) percent of the premiums of the recognized medical plan, including the Extended Health Benefit Plan. In the case of absence for illness, the City's contribution will be paid for a maximum of one (1) year from commencement of illness. Thereafter, and for the full period of any other authorized absence, the employee may pay the full premiums through the City, if the employee so desires.
 - (b) The City shall pay one hundred (100%) percent of welfare provisions (i.e. Extended Health and Group Insurance) upon:
 - (i) Retirement - Medical and Extended Health only;
 - (ii) Total disability of employee in service:
 - Extended Health
 - Group Insurance to age 65 only
 - Extended Health Coverage will be paid to the widow for a period of three (3) years in the event of death of employee in service.

15.04 Dental Plan

(a) All eligible employees shall participate in a Dental Plan covering:

80% cost of Plan "A"
50% cost of Plan "B"
50% cost of Plan "C"

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

Premiums 80% paid by City; 20% paid by employees, effective the date of ratification.

(b) Employees shall have the option for increased coverage as:

100% cost of Plan "A"
60% cost of Plan "B"
50% cost of Plan "C" - \$2500.00 per employee

On the condition that the employee pay the additional costs.

March 1, 1996

15.05 Long Term Disability

All eligible employees shall be enrolled in the Long Term Disability Plan 100% employee paid. While on long term disability an employee shall continue to accrue seniority and benefits, excluding sick leave, for a period of up to two years.

March 1, 1993

Section 2 - Qualifications for Benefits

15.06 It is hereby mutually agreed that the same conditions of eligibility and termination also shall apply to the employee participants in the Group Insurance plan as with the approved Medical Insurance plan. It shall be a condition of employment for each and every employee/member of Local Union 339 to join the Group Insurance Plan as soon as eligible.

15.07 The City agrees to pay one hundred (100%) percent of the cost of the monthly premiums for a period of three (3) months for laid off employees. However, the City shall not be required to make any such payments where an employee is elsewhere employed during any such period of lay-off.

15.08 After the three (3) months' period has elapsed, laid off employees may still participate in the Plan, but the total monthly premium cost must be borne by the employee concerned and coverage cannot continue beyond a further three (3) months, so that unless a laid off employee is recalled within a total period of twelve (12) months, the employee shall be considered to have been terminated at the twelve (12) month ending date, subsequent to the date of lay-off.

15.09 Employee & Family Assistance Program

The parties jointly agree to maintain an employee and family assistance program. The cost of the premium for the EFAP will be shared as follows:

Employer	eighty-five (85%) percent
Union	fifteen (15%) percent

March 1999

ARTICLE 16 - SAFETY

Section 1 - Safety Committee and Duties Thereof

16.01 Establishment of Committee

- (a) An Occupational Health and Safety Committee shall be established with four (4) representatives of Management and four (4) representatives of the Union and the Committee shall enjoy the full support of both parties in the interests of improved occupational health and safety issues in the work place.
- (b) All departments of the City have regular monthly safety meetings with a view to developing a safety attitude. Minutes from these meetings will be sent to the committee as established in (a) above for recommendations on issues that cannot be resolved in the individual department and these minutes shall be circulated to the City Administrator and the Union.

16.02 Function of Committee

The Committee shall concern itself with the following matters:

- (a) To work together towards promoting occupational health and safety practices for the benefit of both the employees of the Union and the City.
- (b) All unsafe or dangerous conditions shall be taken up and dealt with at meetings of the Committee.
- (c) Reviewing questions and suggestions from employees related to safety and sanitation on the job.
- (d) Make recommendations to the City respecting any matters pertaining to safety and unsafe or dangerous conditions.
- (e) To ensure that all Workers' Compensation board rules and regulations are understood and applied as required.
- (f) Recommendations will be implemented within reasonable time and subject to funds available in the current budget, based on priorities.

March 1, 1996

16.03 Meetings of Committee

The Committee shall meet at least once each month at a mutually agreeable time and place. Its members shall receive a notice of the meeting and an agenda where possible at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

16.04 Chair of the Meeting

A City and a Union representative shall be designated as joint Chair and shall alternate in presiding over meetings.

March 1, 1996

16.05 Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared as promptly as possible after the close of the meeting. The Union, the CUPE representative and the City shall each receive at least one (1) signed copy of the minutes within three (3) days following the meeting.

16.06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other Committee of the Union or the City and does not have the power to bind either the Union or its members or the City to any decisions or conclusions reached in its discussions. The Committee shall have the authority to make recommendations to the Union and the City with respect to its discussions and conclusions.

Section 2 - Safety Clothing, Tools, Etc.

16.07 Safety Clothing and Equipment

All employees working in any dirty or dangerous capacity shall be supplied with all necessary safety tools, safety equipment and protective clothing inclusive of raingear and steel toed gum boots, from the tool crib and the issue of protective clothing is to be at the discretion of the Supervisor in a fair and equitable manner.

March 1999

- 16.08 (a) Except for employees in the Transit and Parking Departments, the City agrees to pay all employees who have successfully completed their probationary period, two hundred (\$200.00) dollars per year in lieu of providing safety boots and clothing. Such payment shall be made as soon as practical after August 1st in each year, but in no case later than August 15th.
- (b) The City will assume the responsibility for the cleaning of coveralls. Safety Gloves will be provided by the City as needed.

- (c) Transit Drivers, Parking Attendants and Animal Control Officers shall be supplied with uniforms and boots or shoes at the discretion of the Supervisor. Employees requesting replacement boots, shoes or uniforms will be required to turn in the worn out issue to their Supervisor. March 1999
- (d) All employees shall conform to the dress code as provided in the rules and regulations as established by the City from time to time.
- (e) The City will pay the cost to launder clothing as per Article 16.08(b). March 1, 1996

Section 3 - Training

- 16.09 The City shall institute a safety training and in house certification program for employees who work with heavy equipment and any dangerous or emergency equipment. Only trained and certified employees may use such equipment. The Occupational Health and Safety Committee shall ensure that the City's mandate to instruct and properly train employees in the safe performance of their duties is carried out. March 1, 1996
- 16.10 Written Job Safety Analysis (JSA) sheets shall be developed for all day-to-day tasks which may be or become hazardous. These sheets shall be posted in conspicuous locations at the specific worksite and be made available as required. They shall be required reading as part of the training program. The Occupational Health and Safety Committee shall ensure that JSA's are reviewed and up-graded annually and/or as required or as per WCB Regulations. March 1, 1996
- 16.11 No employee shall be disciplined for refusal to work on a job which in the opinion of any member of the Safety Committee is not safe; but once the majority of the Safety Committee members then present determines that the job is safe, the decision will stand and the employee must resume work without any further delay. March 1, 1996

ARTICLE 17 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDUM

17.01 Employees shall be compensated in accordance with the applicable Wage Schedule, Attachments and Addendum appended to this Agreement.

ARTICLE 18 - VARIATIONS

18.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during its existence. All changes to be made as a Letter of Understanding/Agreement , signed by both the City and the Union.

ARTICLE 19 - PRINTING OF AGREEMENT

19.01 The Union will be responsible for the amending and drafting the Collective Agreement but the costs associated with the printing and supply of the Collective Agreement will be borne equally between the Parties, provided the cost is mutually agreed between the Parties prior to printing.

March 1, 1996

ARTICLE 20 - EFFECTIVE AND TERMINATING DATES

20.01 This Agreement shall be effective from January 1, 1999 through till and shall remain in force until December 31, 2001 and from year to year thereafter unless terminated by either Party on written notice.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this ____ day of _____, 1999 A.D.

SIGNED ON BEHALF OF:
THE CORPORATION OF THE
CITY OF NELSON

SIGNED ON BEHALF OF:
CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 339

THE CORPORATION OF THE CITY OF NELSON

SCHEDULE "A"

HOURLY RATES OF PAY

Pay Grade	Jan 1/1999 0%	Jan 1/2000 1%	July 1/2001 1%
1	19.87	20.07	20.27
2	20.07	20.27	20.47
3	20.34	20.54	20.75
4	20.61	20.82	21.03
5	20.84	21.05	21.26
6	21.26	21.47	21.68
7	21.47	21.68	21.90
8	21.88	22.10	22.32
9	22.13	22.35	22.57
10	22.31	22.53	22.76
11	22.47	22.69	22.92
12	22.74	22.97	23.20
13	23.36	23.59	23.83
14	24.06	24.30	24.54
15	25.48	25.73	25.99

THE CORPORATION OF THE CITY OF NELSON

SCHEDULE "A"

PAY GRADES AND JOB CLASSIFICATIONS

Pay Grade	Classification
1	Labourer Clerk Steno II Civic Centre Labourer
2	Accounting Clerk II - Finance Accounting Clerk Public Works Utility I Garbage Truck Swamper Garbage Service Animal Control Officer Civic Centre Custodian
3	Gardener I
4	Clerk Steno III Accounting Clerk III - Finance Truck Driver - Air Ticket Sewage Treatment Plant Operator Civic Centre Building Operator (July 1, 1994)
5	Accounting Clerk IV - Finance Accounting Clerk/Accounts Payable Clerk Steno III/Electrical Secretary Gardener II Computer Operator Stockclerk II
6	Court Clerk Cement Finisher Gardener III Engineering Technician I Switchboard Operator/Clerk Steno/Parking By-Law Sani-Driver (July 1, 1994)

PAY GRADES AND JOB CLASSIFICATIONS CON'T

Pay Grade	Classification
7	Accounting Clerk V/Cashier Bus Driver Accounting Clerk V/Payroll Accounting Clerk V/Electrical Clerk Steno III/Public Works Secretary Civic Centre Refrigeration Operator
8	Greenhouse/Nursery Operator Cemetery Operator Public Works Utility II (July 1, 1994) Traffic/By-Law Enforcement Officer Heavy Equipment Operator
9	Sewage Treatment Plant Operator II
10	Accounting Clerk VI - Finance Accounts Receivable/Tax Clerk Senior Traffic/By-law Control Officer Warehouse Operator
11	Mechanic Carpenter Gardener IV
12	Junior Programmer/Analyst
13	Leadhand Engineering Technician II Chief Sewage Treatment Plant Operator (July 1, 1994)
14	Parks and Civic Centre Leadhand
15	Garage Leadhand Senior Programmer/Analyst

NOTES:

- (a) Trade Certificates - maintain existing language for all existing employees, no new employees except Civic Centre refrigeration to receive unless they actually have a trade certificate as defined by the Ministry of Labour.

Employees with Trade Certificates shall receive fifty (\$.50) cents per hour in addition to their regular rate of pay when actually performing and working in their respective trade.

Increase to three (3%) percent of base rate exclusive of other differentials for trades defined by the Ministry of Labour. Effective January 1st, 2000. Red Circle trades pay presently given to other positions not defined by the Ministry of Labour. March 1999

Employees holding a valid and subsisting Refrigeration Operators Certificate shall be paid the fifty (\$.50) cents per hour differential while working in the Civic Centre.

- (b) Snow Plow Operators - Will receive Heavy Equipment Operator's rate while operating snow plows.
- (c) Full time warehouse positions require valid first aid certification that meets the requirements of the Worker's Compensation Board and will be paid fifty (\$.50) cents per hour differential while working in those positions.

- (d) The City agrees to try to resolve all reclassification issues as they arise during the term of this collective agreement. March 1, 1996

- (e) Operation of Light Equipment - the light equipment listed qualify at pay grade 7 of Schedule A.

Trackless, asphalt roller, Hustler, parks tractor, bombardier, and chipper.

- (f) Heavy Equipment - the heavy equipment listed qualify at pay grade 8 of Schedule A.

Line trucks, blower, backhoe, grader, Vactor, tractor, flush truck, snow plow, loader, and patch master.

Upon the purchase of new equipment, management will negotiate with the union as to which category the equipment will be classified in. March 1, 1996

- (g) Animal Control Officer - shall receive dirt pay at forty-five (45) cents (January 1, 1996) and fifty (\$.50) cents (January 1, 1997) to a maximum of five hours per day. March 1, 1996

Class One Licence

Employees holding a Class One Licence will receive Heavy Equipment Operator Rates when operating the equipment requiring a Class One Licence.

Apprenticeship Programs

Employees who have enrolled in apprenticeship programs on or after March 01,1981 will receive a percentage of wages, depending on their length of training, as follows:

1st Year Apprentice.....	65% of trade
2nd Year Apprentice.....	75% of trade
3rd Year Apprentice.....	80% of trade
4th Year Apprentice.....	90% of trade

Apprentices shall receive no less than the labours' rate in the third year.

March 1, 1996

SCHEDULE "B"

OFFICE PERSONNEL

Normal Day Shift, City Hall

**Daily, Monday to Friday (7.0 hours/day)
Part time Office Clerk (20 hours/week)**

Start shift: 8:30 a.m.
1st rest period: Flexible 15 minutes paid
Meal break: Flexible 1 hour unpaid
2nd rest period: Flexible 15 minutes paid
Finish shift: 4:30 p.m.

Normal Day Shift, Date Entry Clerk – Daily, Monday to Friday (7.0 hours/day)

Start shift: 7:30 a.m.
1st rest period: Flexible 15 minutes paid
Meal break: Flexible 1 1/2 hour unpaid
2nd rest period: Flexible 15 minutes paid
Finish shift: 4:00 p.m.

Normal Day Shift, Works Yard Clerk – Daily, Monday to Friday (7.0 hours/day)

Start shift: 7:00 a.m.
1st rest period: 9:30 a.m. 15 minutes paid
Meal break: 12:00 p.m. 1.0 hour unpaid
2nd rest period: 1:45 p.m. 15 minutes paid
Finish shift: 3:00 p.m.

Normal Day Shift, Clerk Steno III Public Works, Police Court Clerk – Daily, Monday to Friday (7.0 hours/day)

Start shift: 8:00 a.m.
1st rest period: Flexible 15 minutes paid
Meal break: Flexible 1.0 hour unpaid
2nd rest period: Flexible 15 minutes paid
Finish shift: 4:00 p.m.

Normal Day Shift, Fire Secretary, - Daily, Monday to Friday (4.0 hours/day)

Start shift : 12:00 p.m.
Rest period: 2:00 p.m.
Finish shift: 4:00 p.m.

SCHEDULE "C"

Normal Day Shift -

Daily - Monday to Friday (8 hours paid)

Operational Personnel

Start Work	7:00 a.m.
1st Rest Period	9:45 a.m. - 15 min. (paid)
Meal Break	12:00 p.m. to 12:30 - 1/2 hr (unpaid)
2nd Rest Period	None by Mutual Agreement
Finish Work	3:15 p.m.

In the event of any special intermediate shift worked on a regular basis, the appropriate shift differential rate shall apply throughout.

Sixteen (16) hours' notice shall be given to all hourly paid employees regarding any change of shifts unless for emergency requirement.

SCHEDULE "C"

Special Winter Shifts - (Heavy Equip. Op. - Pro-Temp) Five (5) consecutive days worked - (8 hours per day paid) - Shift Differential Applies.

Start Work	4:00 a.m.	3:00 p.m.	5:00 p.m.	11:00 p.m.
1st Rest Period	Flexible 15 min.(paid)	Flexible 15 min.(paid)	Flexible 15 min.(paid)	Flexible 15 min.(paid)
Meal Break	Flexible 1/2 hr. (paid)	Flexible ½ hr. (paid)	Flexible ½ hr. (paid)	Flexible ½ hr. (paid)
2nd Rest Period	Flexible 15 min. (paid)	Flexible 15 min. (paid)	Flexible 15 min. (paid)	Flexible 15 min. (paid)
Finish Work	12:00 noon	11:00 p.m.	1:00 a.m.	7:00 a.m.

All breaks are "running" breaks. Employees are on call at these times.

In the event of any special intermediate shift worked on a regular basis, the appropriate shift differential rate shall apply throughout.

Sixteen (16) hours' notice shall be given to all hourly paid employees regarding any change of shifts unless for emergency requirement.

SCHEDULE “C”

CIVIC CENTRE

Shift Schedule

All winter shifts should be running breaks and lunch.

Shifts during shutdowns will normally be “Normal Day Shift” – i.e. 7:00 a.m. to 3:15 p.m. Other shifts may be instituted as operation and programming dictates.

Morning Shifts:

Any 8.0 hour shift starting before 7:00 a.m.

Day Shifts:

Any 8.0 hour shift starting between 7:00 a.m. and 9:00 a.m.

Afternoon Shifts:

Any 8.0 hour shift starting between 9:00 a.m. and 6:00 p.m.

Graveyard Shifts:

Any 8.0 hour shift commencing at 11:00 p.m.

All shifts, except Leadhand, are to be rotated, with exception to be voted on annually by Civic Centre personnel with the final decision by the Civic Centre Foreman.

Leadhand: should be morning and/or day shifts, Monday through Friday with running breaks and lunch.

Shift work shall be as per posted schedule unless changed by the supervisor or designate, due to an emergency or to allow employees time off and to meet the needs of programming. Shifts shall be posted a minimum of one week in advance and whenever possible, employees shall have one work week of all the same shift. Employees will be given sixteen (16) hours notice of change of shift whenever possible.

SCHEDULE "C"

CITY OF NELSON

Transit Schedule - Hours of Work

SHIFT NO. & RUN	START TIME	MEAL BREAK	END TIME
1. Fairview-Uphill	6:35 am	10:30 am	3:00 p.m.
2. Fairview-Rosemont	7:30 am	11:30 am	5:45 p.m.
3. Rosemont-Fairview	10:45 am	2:30 p.m.	5:10 p.m.
4. Rosemont-Uphill	2:50 p.m.	7:00 p.m.	11:45 p.m.
5. Saturday Shift #1	8:20 am	11:30 am	5:25 p.m.
6. Saturday Shift #2	11:20 am	3:30 p.m.	7:50 p.m.
7. Sunday Run	9:50 am	12:55 p.m.	5:55 p.m.
8. North Shore	6:50 am	10:30 am	5:35 p.m.

SCHEDULE “D”

Flexible Hours of Work

Definition

The Employer in consultation with the Employees may assign the employees a system of flexible hours of work to meet the efficient operation of the City’s services by department where practical.

Implementation of Flextime

Flexible hours may be implemented on a departmental wide basis by the Employer, provided the hours of work do not affect the efficient operation of the City.

For Regular Full-Time employees, the normal weekly hours of work shall not be less than:

Thirty-five (35) hours per week for all office employees

Forty (40) hours per week for all outside employees

A flexible work schedule shall be at no cost to the Employer. A Letter of Understanding to be drawn up outlining work schedule details.

LETTER OF UNDERSTANDING #1

**BETWEEN
THE CORPORATION OF THE CITY OF NELSON
AND
NELSON CIVIC EMPLOYEE
LOCAL 339 - C.U.P.E.**

RE: POLICE BOARD EMPLOYEES

The Corporation of the City of Nelson and C.U.P.E. Local 339, in seeking resolution to jurisdictional questions created by the conflict between the application of the grievance procedure contained in their collective agreement and the application of the Police Act - R.D.B.C. - 1979 in instances of disciplinary action and processes of appeal regarding employees who are members of the bargaining unit represented by C.U.P.E. and who are sworn in as Court Liaison Secretary, Special Municipal Constables or Bylaw Enforcement Officers under the said Act, have hereby mutually agreed to the following:

- (a) That since the actual employer of the above referenced employees is, in accordance with the Police Act, the Nelson Police Board, and since the existing Collective Agreement is between the City of Nelson and C.U.P.E. Local 339, the Nelson Police Board hereby authorises the City of Nelson to negotiate on its behalf with regard to conditions of employment normally found in collective agreements, as related to the employees described above; and
- (b) That since, in the case of disciplinary matters, the Police Act sets out all regulations and procedures for the application of and remedies or appeals for discipline as applied to those employees noted above, the application of and remedies or appeals for discipline in such instances shall be in accordance with the Police Act, and all other matters of dispute shall be dealt with under the terms of the existing collective Agreement between the City of Nelson and C.U.P.E. Local 339. For the purposes of application to the Nelson Police Board, where such agreement refers to the City of Nelson, it shall be deemed to also refer to the Nelson Police Board and where it refers to an individual within the corporate hierarchy, it shall be deemed to refer to the appropriate individual within the hierarchy of the Police Board. All grievances except those relating to discipline as noted above shall be dealt with between the employee's immediate supervisor and the employees and/or C.U.P.E. Local 339; and

...2

- (c) Seniority, layoff and bumping rights shall be dealt with in accordance with the Collective Agreement earlier described. It is further agreed by the parties that security clearance forms an integral and mandatory part, but a part only of the qualifications for the positions of Court Liaison Secretary, Special Municipal Constable or By-Law Enforcement Officer and, as such, security clearance requirements are not negotiable. Employees wishing to exercise seniority rights must meet all qualification criteria for either job, which shall include security clearance.

IN WITNESS WHERE OF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this ____ day of ____, 199 , A.D.

Signed on Behalf of:

The CORPORATION
OF THE CITY OF
NELSON

Signed on Behalf of:

NELSON CIVIC
EMPLOYEES
C.U.P.E.
LOCAL 339

Signed on Behalf of:

IN CONCURRENCE,
NELSON POLICE
ASSOCIATION

LETTER OF UNDERSTANDING #2

**BETWEEN
THE CORPORATION OF THE CITY OF NELSON
AND
NELSON CIVIC EMPLOYEE
LOCAL 339 - C.U.P.E.**

RE: GENERAL EQUIPMENT TRAINING

For the purpose of staff training, snowplow, etc., it is understood between the City of Nelson and C.U.P.E. Local 339, that the Trainee, Trainer, Supervisor and Shop Steward (or appointee) shall meet once one of the involved parties determines that the trainee is competent.

Evaluation of the Trainee shall be brought to this meeting on written form by the Trainer, with copies to the Union, Trainee and Supervisor. Should the competency of the Trainee come into question during this process, a third party will make an independent assessment immediately.

DATE: _____

SIGNED ON BEHALF OF:

THE CORPORATION OF
THE CITY OF NELSON

SIGNED ON BEHALF OF:

CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 339, NELSON

LETTER OF UNDERSTANDING #3

**BETWEEN
THE CORPORATION OF THE CITY OF NELSON
AND
NELSON CIVIC EMPLOYEE
LOCAL 339 - C.U.P.E.**

RE: Rick Purdy Red Circle

Notwithstanding the provisions of the current Collective agreement, the Corporation of the City of Nelson (the City) and the Canadian Union of Public Employees, Local 339 (the Union), hereby agree as follows:

1. Employee Rick Purdy is hereby reclassified to the position of Junior Programmer/Analyst, effective immediately.
2. Mr. Purdy will continue to be paid at pay grade 15.
3. Mr. Purdy will receive fifty (50%) percent of any wage increases awarded to Union members by council through the normal course of negotiations until such time as the rate of pay for the Junior Programmer/Analyst catches up with the pay grade 15 rate of pay.
4. The Union reserves the right to seek negotiation to reclassify Mr. Prudy's position in the future.

DATE: _____

SIGNED ON BEHALF OF:
THE CORPORATION OF THE
CITY OF NELSON

SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 339

LETTER OF UNDERSTANDING #4

**between
The Corporation of the City of Nelson
and
Canadian Union of Public Employees, Local 339**

RE: RELIEF BUS DRIVING

It is hereby agreed that drivers may bid on shifts that become available due to holidays, leaves of absence, sick leave or other reasons provided that the periods of absence are two (2) weeks or longer and provided holidays were booked prior to February 28th.

Date _____

SIGNED ON BEHALF OF:
THE CORPORATION OF THE
CITY OF NELSON

SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 339

LETTER OF UNDERSTANDING #5

**between
The Corporation of the City of Nelson
and
Canadian Union of Public Employees, Local 339**

RE: WORK EXPERIENCE STUDENT

With regard to the work experience students as prescribed by the Ministry of Education, the Union and the City agree that:

1. Orientation and Introduction will be handled by the Departmental Supervisor prior to students entering the work field.
2. Students will be placed alongside union members to gain experience at the worksites.
3. It is understood that students will not be utilized to replace employees, nor on site where there is a City employee on layoff from that particular department or site.
4. No student will be unsupervised while on any City property, except where the job description requires any employee to supervise, any employee may have the option not to supervise these students.
5. Any City employee supervising such students will be orientated to the supervisory responsibilities as outlined in the Ministry guidelines.
6. Students will adhere to all occupational health and safety rules and regulations.
7. No work lost to the bargaining unit as a result of these students being on site.
8. For the most part the students will participate on a "job shadow" basis.
9. These students presence and activities will not create a situation that will prevent any employee from carrying out his/her assigned duties, and
10. Any disagreements arising from utilization of these students will be dealt with promptly by either the Director of Works, or in the case of City Hall, the City Treasurer.

The term of this Letter of Understanding will be the duration of the current Collective Agreement except that both parties retain the right to cancel the Agreement with thirty (30) days written notice.

DATED: _____

SIGNED ON BEHALF OF:
THE CORPORATION OF THE
CITY OF NELSON

SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 339

LETTER OF UNDERSTANDING #6

**between
The Corporation of the City of Nelson
and
Canadian Union of Public Employees, Local 339**

RE: RICHARD TREMBLE

It is hereby agreed that when Richard Tremble, C. Tech is assigned design, review or inspection work in Building Mechanical Services (heating, ventilating, air-conditioning, plumbing and fire protection systems), or Building Architectural/Structural Services, his rate of pay shall be Pay Grade 13, Engineering Technician 2.

DATE: _____

SIGNED ON BEHALF OF:
THE CORPORATION OF THE
CITY OF NELSON

SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 339

LETTER OF UNDERSTANDING #7

**between
The Corporation of the City of Nelson
and
Canadian Union of Public Employees, Local 339**

RE: TRAINING COMMITTEE

The Union and the City agree to participate on a Joint Training Committee. The Committee may only make recommendations and cannot bind the City to training programs. The Committee will meet on a quarterly basis. The membership of the Committee shall consist of three (3) management representatives and three (3) union representatives.

Training programs will be targeted to increase the skills and safety of all regular employees. This Letter of Understanding will be reviewed on an annual basis.

DATE: _____

SIGNED ON BEHALF OF:
THE CORPORATION OF THE
CITY OF NELSON

SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 339

LETTER OF UNDERSTANDING #8

**between
The Corporation of the City of Nelson
and
Canadian Union of Public Employees, Local 339**

RE: PROCEDURE FOR UTILIZING PERSONNEL OUTSIDE THE POSTED CLASSIFICATION OF THE EMPLOYEE

The Parties to this Collective Agreement agree that the City is required to utilize all qualified employees most effectively where practicable and reasonable. The following procedures will generally be followed:

1. The Supervisor will first utilize all employees in their classification who are qualified and able to perform the assigned work in a safe and effective manner;
2. The Supervisor has given a reasonable opportunity of training to other employees who have requested, in writing, each year of such training;
3. The Supervisor shall have a schedule of qualified employees who can operate equipment safely and effectively.

Once the above steps have been followed and it is in the opinion of the Supervisor that additional qualified employees are needed to perform duties, the Leadhands shall be assigned to work in other classification.

It is recognized that seniority shall govern in assigning work during winter months. In scheduling shift work during the winter season, the following procedures generally would be followed:

- A. Employees who have seniority, are qualified to perform work and can operate equipment safely and effectively will be assigned day shift where practical.
- B. Employees who do not have the seniority, are qualified to perform the work and can operate equipment safely and effectively will be assigned afternoon or graveyard shift where practical.
- C. Employees who do not have the seniority and are not qualified will be encouraged to be trainind in the operation of equipment in order to become qualified to operate equipment safely, then they shall be assigned to shift work as per (B) above, based on seniority.

DATE: _____

SIGNED ON BEHALF OF:
THE CORPORATION OF THE
CITY OF NELSON

SIGNED ON BEHALF OF:
THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 339

LETTER OF UNDERSTANDING #9

**between
The Corporation of the City of Nelson
and
Canadian Union of Public Employees, Local 339**

RE: EARLY RETIREMENT

The early retirement allowance plan is to be at the Employer's sole discretion and will be used with payments paid directly to the employee or to the employee's RRSP in a lump sum as follows:

Age 55 and prior to age 60	six (6) months salary
Age 60 and prior to age 61	five (5) months salary
Age 61 and prior to age 62	four (4) months salary
Age 62 and prior to age 63	three (3) months salary
Age 63 and prior to age 64	two (2) months salary

DATE: _____

SIGNED ON BEHALF OF:
THE CORPORATION OF THE
CITY OF NELSON

SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 339

LETTER OF UNDERSTANDING #10

**between
The Corporation of the City of Nelson
and
Canadian Union of Public Employees, Local 339**

RE: SHIFT CHANGEOVER

The Parties hereby agree, for the purpose of shift changeover, the following shall apply:

1. The City and the Union agree that there will be one day off in the changeover from a regular week shift to a weekend shift and from the weekend shift to the regular shift.
2. Notice of changeover must be given by Friday of the previous week.
3. Employees shall be allowed to attach either a holiday, LOA, or Accumulated Banked Overtime day to their single day off upon their request with the exception of emergency situations.
4. Employees must advise their supervisors of their intention upon being notified of the shift change.
5. Employees will be compensated for the shift changeover by receiving weekend shift differential for all days worked while on weekend shifts.

DATE: _____

SIGNED ON BEHALF OF:
THE CORPORATION OF THE
CITY OF NELSON

SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 339

LETTER OF UNDERSTANDING #11

**between
The Corporation of the City of Nelson
and
Canadian Union of Public Employees, Local 339**

RE: CECIL FOLEY, WITHOUT PREJUDICE

Cecil Foley as per WCB Claim #NC93206597 was awarded a five (5%) percent total disability pension and a seventy-five (75%) percent Loss of Earnings (LOE) Pension based on permanent partial disability. In recognition of Cecil Foley's employment, which commenced on August 16, 1979, and at the time he was awarded the WCB Pension, he was paid at the heavy equipment operator rate of pay. The Employer would continue Cecil Foley in the employment of the City while he is disable based on the following conditions:

1. As long as there are light duties, Cecil Foley will be provided for a minimum of three and one-half (3 ½) hours a day. The number of hours may be increased with agreement between Cecil Foley, the City, the Union, WCB and Cecil Foley's doctor.
2. Cecil Foley will be given consideration for training as Health and Safety Co-ordinator if his doctor and WCB approve of his health and WCB is willing to pay for the training.
3. The rate of pay for work performed will remain at heavy equipment operator rate of pay and no further increase in the rate of pay shall be granted until Pay Grade 4 is equal to the 1998 heavy equipment operator rate of pay.
4. The Employer agrees to continue payment of premiums of medical, dental, life insurance and AD&D in the same manner as provided in this Collective Agreement.
5. Cecil Foley would accrue vacation and sick leave credits on a prorata basis based on the hours worked effective January 1, 1999.
6. Cecil Foley would be entitled to Statutory Holidays payments as eligible under this Collective Agreement based on the number of hours worked the day before the Statutory Holiday.
7. Cecil Foley would continue to contribute to the Superannuation based on the number of hours worked.
8. Cecil Foley would be considered a part-time employee effective January 1, 1999.
9. The Employer does not guarantee Cecil Foley light duties for more than the minimum hours specified herein.
10. Cecil Foley would be laid off if the Employer is unable to provide light duties suitable for Cecil Foley during the period of disability.

This Letter of Understanding takes effect on January 1, 1999 and expires with the term of this Collective Agreement unless renewed by the Parties to this Collective Agreement.

DATE:

SIGNED ON BEHALF OF:
THE CORPORATION OF THE
CITY OF NELSON

SIGNED ON BEHALF OF:
THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 339

