

AGREEMENT BETWEEN

**CITY OF KIMBERLEY**

(hereinafter referred to as the "City")

AND

**UNITED STEELWORKERS OF AMERICA ON BEHALF OF ITSELF  
AND LOCAL 935**

(hereinafter referred to as the "Union")

MARCH 1, 1999 - FEBRUARY 28, 2002

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## DEFINITIONS

### 00.01 "EMPLOYEES"

The word "employees", as used in this Agreement, shall mean all persons employed by the City in the various operations and clerical departments, exclusive of supervisory personnel, Confidential Secretary, Engineering Technologist I, Engineering Technologist III, Administrative Assistant I, Administrative Assistant, Dump Attendant, Animal Control Officer, janitor, Ticket-Taker, Canteen Attendant, Playground Attendant, part-time Activity Worker, Pool Guard (except Head Pool Guard), Economic Development Officer.

### 00.02 EMPLOYEE DEFINITIONS

(a) **Probationary Employee** - is a newly hired regular employee, who is serving the probationary period pursuant to Article **6.02**, Probationary Period.

(b) **Regular Employees:**

(i) **Full-time Employee** - is an employee confirmed in a regular full-time position following successful completion of the probationary period, who is scheduled to work a full-time work schedule of thirty-seven and one-half (37.5) or forty (40) hours per week, or on the recognized 4X4 schedule, as the case may be.

(ii) **Part-time Employee** - is an employee confirmed in a regular part-time position following successful completion of the probationary period, who is regularly scheduled to work less than full-time hours. Regular part-time employees shall be eligible for the terms and conditions of this Agreement, prorated where applicable on the basis of the percentage of full-time hours each such employee actually works, except where some other eligibility has been explicitly set out in the Agreement.

(c) **Seasonal Employee** - is an employee hired on a seasonal basis to supplement the regular work force, who works up to full-time hours on a regular basis.

(d) **Casual Employee** - is an employee hired on an as needed basis to relieve or to supplement the regular work force, who works up to full-time hours. When a casual employee is hired to supplement the regular work force, the period of such employment shall not exceed ninety (90) consecutive calendar days without the approval of the Union, which approval shall not be unreasonably denied. When applicable, casual employees shall normally perform the work of those employees whom they are relieving. It is not the intent of the City to replace regular or seasonal positions with casual employees on an ongoing basis.

### 00.03 ABILITY AND EFFICIENCY

The terms "ability and efficiency" have the following meanings, where used in the Agreement:

**Ability** - an employee's capability to meet objective job requirements (i.e. qualifications, education, experience, knowledge and skill).

**Efficiency** - a subjective evaluation of an employee's capability to perform a particular job having regard to the normal productivity required to do so safely and to a reasonable standard, as required by the City.

### 00.04 CALENDAR YEAR

For the purpose of this Agreement, the calendar year shall mean January 1st to December 31st.

### 00.05 DAYS

For the purpose of this Agreement, a day shall start at 7:00 a.m. for all days of the year in the event of shift work and 7:00 a.m. for regular day shift.

## ARTICLE I - UNION RECOGNITION

### Section 1 -Sole Bargaining Agency

**1.01** The City recognizes the Union as the exclusive representative of these groups of employees, for the purpose of Collective Bargaining regarding rates of pay, hours of work, and all other working conditions. The City will continue to recognize the Union as long as the Union retains the right to conduct Collective Bargaining of such employees under the provisions of the Statutes of the Province of British Columbia.

### Section 2 -Power of Bargaining Unit

**1.02 (a)** Members of the exempt staff excluded under definition **00.01** shall not work on any job which is included in the bargaining unit, except for purposes of instructing or experimenting, or in emergencies where an employee in the bargaining unit is not available.

**(b)** No person, regularly employed by an employer other than the City, shall be given part-time or weekend employment at work customarily performed by City employees, unless an emergency exists or City employees are not available.

(c) No regular employee shall be laid-off as a direct result of contracting out.

### **Section 3 - No Discrimination**

**1.03** The City agrees there shall be no discrimination or intimidation against any employee by reason of his/her legitimate activities as a member, shop steward or officer of the Union. The Union agrees that there shall be no intimidation or discrimination on its part towards any employee of the City by reason of his/her not being a member of the Union.

### **Section 4 - Union Check-off**

**1.04** The City agrees to deduct once each month from the earnings of every employee covered by this Agreement, the sum of Five Dollars (\$5.00) or such sum by way of monthly dues as may be fixed constitutionally by the International Union, in accordance with the compulsory check-off authorization (Schedule "C"). The total amount so deducted, with an itemized statement of same, in duplicate, shall be forwarded to the Union, prior to the end of the month next following that to which said deductions apply, in the manner provided for in (d) hereof.

(a) If an employee works less than five (5) days in a calendar month his/her dues shall not be deducted for that month (paid days on vacation and paid Statutory Holidays will be considered as days worked for the purpose of this Article.

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

(c) The City agrees to deduct death benefit assessments from employees who are Union members and have tendered authorization forms to the City after receipt of a letter signed by the President and Secretary of the local Union and forward the amount so deducted to the local Union.

(d) Until further notice from the Union, all cheques shall be payable to the International Treasurer of the United Steelworkers of America, Kimberley, British Columbia, made payable as aforesaid.

**1.05** There shall be no responsibility on the part of the City for the monthly dues of an employee, unless there were sufficient unpaid wages of that employee in the City's hands at the time the deduction should have been or would normally have been made.

**1.06** The City agrees to notify the Union of new members starting and will issue a Union card and Death Benefit card for signing upon the hiring of a new employee.

### **Section 5 - No Strikes or Lockouts**

**1.07** There shall be no strikes or lockouts during the term of this Agreement in accordance with the Labour Relations Code of British Columbia.

### **Section 6 - Essential Services**

**1.08** Employees working at the RCMP office are deemed to be an essential service and shall continue to perform his/her normal duties during strikes and lockouts.

## **ARTICLE II - CITY RECOGNITION**

**2.01** The Union recognizes the right of the City to operate and manage its business in all respects in accordance with its commitments and responsibilities, and to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

**2.02** The City shall have the right to hire, to discipline, to demote, or to discharge employees who have successfully completed his/her initial probationary period for just cause, and to retire employees at the age of sixty-five (65). The selection of supervisory staff shall be entirely a matter for the City's decision.

## **ARTICLE III - POSTINGS, VACANCIES**

**3.01 (a)** All vacancies occurring in any of the classifications covered by this Agreement shall be posted on the bulletin board for fourteen (14) calendar days. Internal postings shall be accompanied by a copy of the applicable CWS Job Description. Applications for the position are to be made to the City Administrator, in writing, before such positions are filled. Applications forms will be made available to each employee from the heads of departments concerned. Regular employees presently employed and who apply in response to such postings shall be given full consideration before new employees are employed.

**(b)** The City shall not be required to post and fill casual and seasonal vacancies under this article.

## **ARTICLE IV - GRIEVANCE PROCEDURE**

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

**(a)** Stage 1 - within thirty (30) calendar days after the alleged grievance has arisen or within thirty (30) calendar days from the time the employee(s) should reasonably have known of the occurrence giving rise to the grievance, the employee(s) concerned, with or without his/her shop steward in attendance, as desired, may present the grievance, which shall be stated in writing, to his/her immediate supervisor. Failing settlement to the employees' satisfaction within seven (7) calendar days, the employee(s) may proceed to Stage 2.

**(b)** Stage 2 - within seven (7) calendar days from the time the decision was made or should have been made under Stage 1, the employee(s) concerned, with his/her/their shop steward in attendance, may present the written grievance to their Department Head. Failing settlement to the employees' satisfaction within seven (7) calendar days, the grievance may proceed to Stage 3.

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

**(d)** When the City has a grievance, it shall forward it to the Union, in writing, within thirty (30) calendar days following the incident giving rise to the grievance, or within thirty (30) calendar days after the City should reasonably have known of the occurrence giving rise to the grievance. The Union and the City shall meet to discuss City grievances within seven (7) calendar days, after the grievance has been received by the Union. If a City grievance is not settled within fourteen (14) calendar days after the first meeting referred to above, the City may submit the grievance to arbitration in accordance with **Article V** of this Agreement.

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

#### **4.02 Notification of Committee Members and Shop Stewards**

The Union is to advise the City, annually, in writing, as to the members of the Union's Grievance Committee, along with the names of Shop Stewards.

#### **4.03 Review of Employee Personnel File**

An employee, or the President of the Union or his/her designate, with the written authority of the employee, shall be entitled to review the employee's personnel file(s) in order to facilitate the investigation of a formal Stage 3 disciplinary grievance. The employee or President, as the case may be, shall give the City adequate notice prior to having access to such file(s).

### **ARTICLE V - ARBITRATION**

**5.01 (a)** Within thirty (30) calendar days after a decision was made or should have been made by the City under Stage 3, the Union may, by written notice to the City, refer the grievance to arbitration.

**(b)** The parties shall select a single arbitrator within ten (10) calendar days of the receipt by either party of notice referring a grievance to arbitration. If the parties fail to agree upon an arbitrator within this time period, either party may request the Director of the Collective Agreement Arbitration Bureau, to appoint an arbitrator.

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

**5.03** As an alternative to Article **5.01** above, and subject to mutual agreement at the time of referral to arbitration, the parties agree to incorporate the Section 103 Procedure of the *Labour Relations Code* of B.C. into this Collective Agreement as follows:

**(a)** Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee or to the interpretation, application, operation or alleged violation of this Agreement including any questions as to whether a matter is arbitrable during the term of the Collective Agreement, Mr. M.I. Chertkow or a substitute agreed to by the parties shall at the request of either party:

1. investigate the difference;
2. define the issue in the difference; and
3. make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

**(b)** The parties agree when reference is made to Section 103 of the Labour Relations Code of B.C. that both parties will meet in advance of any investigation to define the issues to the member (s) named as Section 103 investigators.

**(c)** Any recommendation of the grievance investigator shall be binding on both Parties.

#### **5.04 Expedited Arbitration**

As an alternative to regular arbitration under this article, the parties may mutually agree, on a case by case basis, to refer any grievance to a mutually agreed upon expedited arbitrator. The expedited arbitrator agreed to by the parties shall:

- (a)** investigate the difference;
- (b)** define the issue in the difference; and
- (c)** make a written recommendation to resolve the difference within thirty (30) days of his/her receipt of the request.

The parties intend this process to be as informal as possible. In this regard, they shall not involve lawyers to represent their respective positions and they shall proceed on the basis of submissions. Sworn evidence will only be permitted to establish relevant facts that are material to the issue in question and upon which the parties cannot agree. The parties shall not utilize authorities in support of their submissions, unless requested by the expedited arbitrator to do so.

The parties agree that the award of the expedited arbitrator shall be final and binding in all respects and shall not be subject to appeal of any kind. Each party shall pay its own expenses and one-half (0.5) of the compensation and expenses of the expedited arbitrator.

This section is intended to be non-prejudicial in all respects. The parties shall not rely upon any matter arising out of an application of this section in any other interpretation of this Agreement or at any subsequent hearing

or proceeding under this Agreement or under the *Labour Relations Code of B.C.* without the mutual consent of both parties.

**5.05** All expenses of the Arbitrator shall be borne equally between the parties, and each party shall be responsible for all expenses of its own witnesses and other expenses incurred on its own behalf. Where the parties have mutually agreed to apply Article **5.03**, the expenses of the Arbitrator shall be apportioned pursuant to Section 103 of the Labour Relations Code of B.C.

## **ARTICLE VI - SENIORITY**

### **Section 1 - Calculation of Seniority**

#### **6.01 Definition of Seniority**

(a) Seniority is defined as the length of a regular employee's service in the bargaining Unit since his/her most recent date of hire as a regular employee. Regular part-time employees shall accumulate seniority on the basis of his/her accumulated straight-time hours actually worked.

(b) Regular employees shall not attain seniority until they have successfully completed the probationary period. Seniority shall include the probation period, following its successful completion.

#### **6.02 Probationary Period**

All newly hired regular employees are required to complete a probation period after they are hired as a regular employee. The probation period for full-time employees shall be six (6) months of continuous service. Part-time employees are required to complete a probationary period of four hundred and eighty (480) accumulated straight-time hours actually worked, provided that no part-time employee shall remain on probation for longer than twelve (12) continuous months from the date they are hired as a regular part-time employee. The City may terminate the employment of any probationary employee for reasonable cause, save that Union activity shall not be a reason for discharge under this article.

#### **6.03 Seniority List**

(a) The City shall publish a seniority list once per year, as at December 31<sup>st</sup>, showing each regular employee's seniority. A copy of this list shall be posted in all City Departments and a copy shall be forwarded to the Union. The City may update the seniority list more often under this section, should circumstances warrant.

**(b)** All regular employees on the seniority list as of February 28, 1983 shall retain all their previously earned seniority credits, whether broken or continuous. Continued seniority with the City shall have preference over broken seniority where holiday schedules or job postings are concerned.

**6.04** To determine seniority, the City shall keep a record of the hiring date and length of service of all employees and upon the request of the employee, President or Secretary of the Union, the City shall make this information available.

**6.05** A person hired for a special assignment or to exercise a special trade will not accumulate seniority provided the name and status of such person be submitted to the President of the Union.

## **Section 2 - Promotion, Demotion, Transfer**

**6.06** Seniority, ability and efficiency shall each receive equal consideration as a determining factor in promotion, demotion, transfer and training. In situations where the ability and efficiency of competing employees are relatively equal, the more senior employee shall be given preference.

An employee shall not be promoted until a vacancy occurs in a higher Job classification.

The City shall be the judge as to the ability and efficiency of an employee and shall make such judgement in a fair and equitable manner.

**6.07** If an employee objects to his/her promotion, he/she shall waive his/her seniority rights to that promotion only to the next senior employee beneath him/her or to the employee subsequently promoted to the position. Such waiver must be in writing and be witnessed by an officer of the Union.

**6.08 (a)** When a member of a crew is absent and the City finds it necessary to temporarily upgrade another member of the crew to perform such absent employee's work, for a period longer than five (5) working days, it shall offer such temporary upgrade, in seniority order, to employees on that particular crew, having the required ability and efficiency to immediately perform the work in question. When no member of the crew has the required ability and efficiency, the City shall offer such temporary upgrade, in seniority order, to employees in that department, having the required ability and efficiency to immediately perform the work in question.

**(b)** This Article (**6.08**) does not apply when a casual vacancy exists requiring another employee to be hired.

### **Section 3 - Lay Offs**

**6.09 (a)** In the event of a general reduction in crew, the employees affected shall be laid-off in the inverse order of his/her seniority (competency considered).

**(b)** Employees shall have bumping rights in accordance with their seniority for layoff purposes, provided they have the minimum qualifications in accordance with the Job Description, to perform the job to which they are bumping, followed by a trial or training period of fourteen (14) days.

This right shall include the right to bump to equal or lesser classifications. In the case of outside workers, the right to bump up, but not higher than to Class 11. In the case of inside workers, the right to bump up, but not higher than Class 8, unless they have been trained or had backup responsibilities for the higher rated job to which they wish to bump.

**(c)** The City agrees that no new employees shall be hired until those laid-off have been given the opportunity for recall in accordance with the provisions of Article **6.10**.

**(d)** For purposes of bumping only, the City may maintain a maximum of three (3) Parks and Arena Caretaker II positions. Employees paid at the Parks and Arena Caretaker II rate, additional to this requisite number, may be bumped in accordance with this article, as if they were paid at the Parks and Arena Caretaker I rate.

### **6.10 Recall**

**(a)** When it is necessary to increase forces, employees on layoff who retain recall rights shall be rehired as closely as possible in the inverse order in which they were laid-off.

**(b)** It shall be the responsibility of the employee laid-off to notify the City of any change of address and/or telephone number.

**(c)** Should an employee refuse to accept a recall to the job from which he/she was laid-off, he/she shall immediately forfeit his/her recall rights.

**(d)** Should an employee be unavailable to accept a recall due to sickness, injury or vacation(s), he/she shall not forfeit his/her recall rights. The said employee shall, upon the production of a doctor's certificate, have the right to exercise his/her seniority, competency considered, relative to those positions to which more junior employees may have been recalled.

**(e)** An employee shall be notified of recall by telephone and/or registered mail and the employee shall have a maximum of ten (10) working days from the date said recall notice was received to report for work.

**(f)** Recall rights shall terminate upon the expiration of fifteen (15) months from the last date of lay-off for employees with two (2) or more years of seniority. Effective November 26, 1999 (date of Union ratification) recall rights shall terminate upon the expiration of twenty-four (24) months from the last date of lay-off for employees with two (2) or more years of seniority. For employees with less than two (2) years seniority, recall rights shall terminate upon the expiration of six (6) months from the last date of layoff.

**6.11 (a)** When a regular employee is recalled to work within ninety (90) consecutive calendar days after being laid-off under Article **6.09**, the period of such lay-off shall be considered as time worked, for the purpose of determining seniority only.

**(b)** During the first ninety (90) consecutive calendar days that a regular employee is laid-off under Article **6.09** he/she may elect to maintain the following benefits plans: superannuation, medical plans, dental plan and group life insurance, provided the employee pays both his/her own share and the City's share of the premium costs for same and provided, that the terms of the carrier's plan permits such coverage to continue.

**(c)** Where necessary, the City shall request the existing benefit plan carrier to amend the existing benefit plans to provide for such coverage, provided there are no increased costs for so doing. The decision of the carrier in this regard shall be final.

**6.12** In the event of an employee brought back to work after being absent for more than ninety (90) calendar days by reason of discharge, lay-off, he/she shall not regain his/her seniority until he/she has been back to work for forty-five (45) calendar days since last rehired.

**6.13** The provisions of **Article XXI**, sections **21.01(ii)** and **21.02(ii)** notwithstanding, when the City intends to employ someone on a casual or seasonal basis, it shall first offer such employment to laid-off regular employees on the recall list, in order of his/her seniority, provided the employee in question possesses the required ability and efficiency to perform the work in question. Laid-off regular employees whose recall rights have expired are not covered under the terms of this article.

**6.14** Laid-off regular employees, who had completed probation at the time of their layoff and who accept seasonal employment under this article, are deemed to be recalled to regular employment during the period of such employment. These employees shall be paid at the rate applicable to the

work they are performing. They shall be given two (2) weeks layoff notice when such employment comes to an end. They shall be eligible for reinstatement of the benefit plans under **Article XIV** on the first of the following month, if they are recalled on or before the 15<sup>th</sup> day of the month; or on the first of the month following the completion of thirty (30) calendar days after being recalled, if they are recalled after the 15<sup>th</sup> day of the month.

**6.15** Laid-off regular employees, who accept casual employment under this article, shall be considered as casual employees and the provisions of **Article 21.02** shall apply to such employment.

**6.16** Laid-off regular employees, who accept casual employment under this article, are not considered recalled under **Article 6.11**. **Articles 6.01** and **6.12** shall not apply to such employment.

**6.17** Laid-off regular employees, who accept casual employment under this article, shall earn one (1) additional month of recall rights for each twenty (20) working days of such employment they complete.

**6.18** A refusal by a laid-off employee to accept seasonal work and casual work under this article shall not affect the laid-off regular employee's recall rights.

**6.19** The intent of this article is not to replace regular positions with casual employees on an ongoing basis.

**6.20** In the event that the employee voluntarily terminates his/her employment, this article shall not be applicable.

#### **Section 4 - Loss of and/or Continuing Seniority**

**6.21** When an employee is absent from his/her normal job because of sickness, accident, or a leave authorized by the City, he/she shall on his/her return be reinstated to the job classification he/she would have held had he/she not been absent, and during such absence, his/her seniority shall accumulate as if he/she had been working.

#### **6.22 Transfer/Promotion Outside Bargaining Unit**

Employees permanently promoted or transferred to a position outside the Bargaining Unit shall continue to accrue seniority for a maximum period of six (6) months following such promotion or transfer. Employees who return to the Bargaining Unit during such six (6) month period shall retain all accrued seniority. Employees who return to the Bargaining Unit after the six (6) month grace period noted above shall be granted seniority rights equal to that amount accumulated up to the original date of promotion/transfer outside the Bargaining Unit.

This Article shall only be applied to promotion, layoff and recall provisions of this Agreement.

## **ARTICLE VII - HOURS OF WORK, OVERTIME**

### **Section 1 - Hours of Work**

#### **Outside Employees**

**7.01 (a)** The regular work week for Operations Department employees shall constitute forty (40) hours, Monday to Friday. The regular workday shall constitute eight (8) hours.

**(b)** Operations Department employees shall normally work from 7:00 A.M. to 3:30 P.M., inclusive of one-half (0.5) hour unpaid lunch period.

**(c)** The regular work week for Parks and Recreation Department employees, not working a 4X4 schedule, shall constitute forty (40) hours, Monday to Friday. The regular workday for such employees shall constitute eight (8) hours. Should the 4X4 Article of Understanding be cancelled, the City may require any Parks and Recreation employee to work a continuous operations work schedule.

**7.02** The regular working hours for the Head Pool Guards may be varied by the City, but at no time shall the total regular working hours in any one day exceed eight (8) hours per day, or exceed forty (40) hours in any five consecutive days, unless overtime rates apply.

Articles **7.08** and **7.12** of this article shall not be applicable to Head Pool Guards.

#### **Clerical Employees**

**7.03 (a)** The regular work week for clerical employees shall be thirty-seven and one-half (37.5) hours, Monday to Friday, and the workday shall constitute seven and one-half (7.5) hours.

**(b)** Except as set out below, clerical employees shall normally work the hours of 8:30 a.m. to 5:00 p.m., inclusive of one (1) hour unpaid lunch period:

**(i)** Engineering - the above hours may be varied as mutually agreed between the City and the employee(s) involved.

(ii) RCMP Clerks - the normal hours shall be 8:00 a.m. - 4:30 p.m. These hours may be varied by the City if operational requirements are not being met, provided the varied hours fall between 7:00 a.m. and 6:00 p.m.

(iii) Bylaw Enforcement Officer - part-time hours, to be established by the City between 8:30 a.m. and 5:00 p.m., in accordance with its operational requirements.

(iv) Inside employees shall be eligible to work flexible hours, provided that the City does not incur any increased costs as a result and its customer service requirements are being met to its satisfaction. The parties shall meet during the term of the agreement to establish mutually acceptable terms and conditions to apply to this flex time arrangement.

### **Engineering Employees**

**7.04** Regular hours to be 8:30 a.m. - 5:00 p.m. Hours may vary as mutually agreed by both parties.

### **Shift Work**

**7.05** In the event of a condition requiring shift work, the shifts shall be:

Day Shift	7:00 a.m. - 3:00 p.m.
Afternoon Shift	3:00 p.m. - 11:00 p.m.
Night Shift	11:00 p.m. - 7:00 a.m.

Shift work shall be distributed as equally as possible among qualified employees.

**7.06** In the event an employee's regular shift is altered by the City during the normal work week cycle, the employee shall be paid at the applicable overtime rate for the first altered shift worked.

### **Shift Premiums**

**7.07** Effective March 1, 1990, work performed on afternoon shifts shall be paid a forty cents (\$0.40) per hour premium differential, and for night shift, a differential of fifty cents (\$0.50) per hour shall be paid. Effective March 1, 1991, the differential rate for the afternoon shift shall be increased to forty-five cents (\$0.45). In the cases where overtime is worked on afternoon shift or night shift, the premium differential shall be calculated as follows:

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

**7.08** A premium shall be paid for all work performed by employees on his/her regularly assigned shifts between the commencement of the first shift on Saturday and the termination of the last shift commencing on Sunday. The premium shall not be paid for hours worked at overtime, Paid Holidays or standby rates.

The premiums for work under this Article shall be as follows:

March 1, 1990 - \$1.25 per hour.

## **Section 2 - Overtime**

**7.09** Work performed in excess of seven and one-half (7.5) hours in a day, or thirty-seven and one-half (37.5) hours in the week by clerical employees and work performed in excess of eight (8) hours in the day and forty (40) hours in the week by outside employees, shall be on the basis of one and one-half times (1.5X) the base rate for the first three (3) hours in any one (1) day, and two times (2X) for any hours in excess of three (3) and two times (2X) the base rate for overtime in excess of eight (8) hours in one (1) work period.

For the purpose of the above, the working period shall be defined as an employee's complete period of rest and work days starting with his/her first scheduled rest day and concluding with his/her last scheduled work day; for example, in a period of two (2) days rest followed by five (5) work days, the working period is the said seven (7) days.

**7.10 (a)** Overtime shall be distributed as evenly as possible to all members of the crew wishing to work overtime. Refusal by an employee to work overtime shall not be unreasonably denied by the City. The City's Operations Supervisor and the Manager, Leisure Services shall maintain an overtime record for his/her various crews, on a crew by crew basis, including overtime worked, overtime offered but refused and overtime offers not made because an employee could not be contacted. These records shall be made available to the Union on its request, provided reasonable notice is provided.

**(b)** Employees shall have the option of taking time-off in lieu of pay for all overtime hours worked, at the equivalent ratio of hours earned, subject to option being made by the employee at the time the overtime is incurred and provided that such time-off is taken before the end of the calendar year following the year in which the overtime was worked. Such time-off may only be taken at times that are mutually agreeable to the City and the employee(s) involved. When an employee is unable to take banked time-off within the permitted time period, such banked time may be paid-out, at the City's option.

## **Call Back**

**7.11 (a)** If an employee is called out to work at a time other than the beginning of his/her regular shift, he/she shall receive a minimum of four (4) hours pay at the employee's base rate, or one and one-half times (1.5X), whichever is the greater.

**(b)** For purposes of the four (4) hour guarantee under this article, a call-out is deemed to have occurred when an employee is contacted to return to work after leaving the work place following completion of his/her regular shift, provided that such call-out does not continue into the employee's next regularly scheduled shift. When an employee commences work prior to his/her regularly scheduled shift and such work is continuous with his/her next regular shift, overtime rates shall apply to such work.

**7.12** In the event an employee is recalled during his/her vacation, payment shall be at the rate of two times (2X) the applicable base rate for all such work performed. Employees thus affected shall also be granted equivalent days off as holidays.

### **Call-In**

**7.13** If an employee reports for work on his/her regular shift and no work is available, he/she shall receive three (3) hours pay at the base rate, provided he/she has not been contacted the previous day that he/she need not report.

### **Stand-By/On-Call**

**7.14** Stand-By Rates: The City shall pay two (2) hours per day at Acting Foreman rate (Class 25) during work week and four (4) hours per day at Acting Foreman rate (Class 25) on weekends and Paid Holidays, plus any call-outs to a maximum of twenty-four (24) hours per day, for employees required to be on stand-by.

## **ARTICLE VIII - WAGES**

### **Section 1 - Outside Workers**

**8.01** Rates for outside workers to be as attached (Schedule "A").

### **PRODUCTION AND MAINTENANCE JOBS**

**8.02** The Co-operative Wage Study, P. & M. (CWS) Manual for Job Description, Classification and Wage Administration, dated January 2, 1979, (herein referred to as "the Manual") is incorporated into this

Agreement as Appendix "A" and its provisions shall apply as is set forth in full therein.

**8.03 (a)** Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions in this Agreement.

**(b)** Job classes and job titles shall be as set forth in Schedule "A1" attached hereto and forming part of this Agreement.

### **STANDARD HOURLY WAGE SCALE**

**8.04** The Standard Hourly Wage Scale set forth in Schedule "A", and any increases thereto shall become effective on the dates specified in Schedule "A".

The rates for each job class shall be the standard hourly rate for all jobs classified within such job class and shall be applied to any employee in accordance with the provisions of the Agreement.

**8.05** Effective on the dates specified in Schedule "A", all employees shall have his/her rates of pay adjusted on those dates.

**(a)** If the employee is not receiving an out-of-line differential prior to the dates specified in Schedule "A", the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for the employee's job.

**(b)** If the employee is receiving an out-of-line differential prior to the dates specified in Schedule "A", the rate of pay of such employee shall be increased by the amount by which the rate for Job Class 1 has been increased and the following shall govern:

**(i)** If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job in Schedule "A", the amount by which it is greater shall become such employee's new out-of-line differential and shall apply in accordance with the provisions of this Agreement.

**(ii)** If the employee's new rate resulting from such increase is equal to or less than the standard hourly rate for the job in Schedule "A", the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for the job and the former out-of-line differential shall be terminated.

**8.06** Each standard hourly rate established under Article **8.04** shall be:

**(a)** The established rate of pay for all hours paid for on a non-incentive job; and

**(b)** The established hourly base rate and minimum guaranteed rate of pay under any incentive applied to the job in accordance with the provisions of this article.

**8.07** Except as otherwise provided by this Agreement, the established rate of pay for each job, other than a trade or apprentice job, shall apply to any employee during such time as the employee is required to perform such job.

**8.08 (a)** Except as otherwise provided by this Agreement, the established rate of pay for a trade or apprentice job shall apply to any employee during the time such employee is assigned to the respective rate classification in accordance with the provisions of this Agreement.

**(b)** Employees accepting an apprenticeship as a water tradesman, sewer tradesman, utility tradesman or water and wastewater plant operator shall achieve at least Class 1 certification for his/her respective trade through the Voluntary and/or Mandatory Certification Program, prior to advancing to their final trade job pay classification. Such certification is recognized as being a supplemental requirement in addition to the four (4) year program established in the schedule of apprenticeship training.

#### **OUT OF LINE DIFFERENTIALS**

**8.09** The City shall furnish to the Union a list agreed to by the City and the Union of employees who are to be paid "out-of-line differentials". Such list shall contain the following information:

**(a)** Name of incumbent to whom such "out-of-line differential" is to be paid.

**(b)** Job title of job on which such "out-of-line differential" is to be paid.

**(c)** Job classification of such job.

**(d)** Standard hourly rate of such job.

**(e)** Amount of "out-of-line differentials".

**(f)** Date such "out-of-line differentials" become effective.

**8.10** Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Article **8.09** shall continue to be paid such out-of-line differential during

such time as the employee continues to occupy the job for which the differential was established.

**8.11** If an employee with an out-of-line differential is transferred or assigned to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.

**8.12** If, as a result of lay-off and the exercise of seniority rights, an employee with an out-of-line differential is moved to a job having a lower standard hourly rate, then the out-of-line differential shall be cancelled.

**8.13** If such employee referred to in Articles **8.11** and **8.12** shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated, except as it may have been reduced or eliminated by other means.

**8.14** When an employee would, in accordance with the terms of this Agreement, be entitled to receive his/her regular rate, he/she shall also receive any out-of-line differential to which he/she is entitled.

**8.15** In addition to the means herein provided, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.

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

### **TEMPORARY TRANSFERS**

**8.17** An employee who is temporarily transferred from his/her regular job shall be paid the standard hourly rate of the job to which he/she has been transferred, provided such rate is not less than that of his/her regular job.

If the rate of the job to which he/she is temporarily transferred, but not as a result of a lay-off, is less than the rate of his/her regular job, he/she shall be paid the rate of his/her regular job during the period of such temporary transfer.

**8.18** If an employee is required to work on jobs of different classifications during the course of the day, he/she shall be paid at the higher rated classification for a minimum of four (4) hours of work performed in that day. This article is of no effect unless the employee works a minimum of one (1) hour at the higher rated classification during that day.

### **TRAINEE RATES**

**8.19** Trainee jobs requiring 'Trainee' rates, due to lack of adequate training opportunity provided by the promotional sequence of related jobs, shall be negotiated and made a part of this Agreement.

**8.20** A schedule of Trainees for the respective Trainee periods of five hundred and twenty (520) hours of actual experience with the City on jobs for which training opportunity is not provided by the promotional sequence of related jobs, shall be established at the level of the Standard Hourly Wage Scale rates for the respective job classes. This determination shall be on the basis of the required employment training and experience time specified in Factor 2 of the job classification record of the respective job as follows:

**(a)** Code C: Seven (7) to twelve (12) months:

**(i)** One trainee period classification at level two (2) job classes below the job class of the job.

**(b)** Code D: Thirteen (13) to eighteen (18) months:

**(i)** A first trainee period classification at a level four (4) job classes below the job class of the job; and

**(ii)** A second trainee period classification at level two (2) job classes below the job class of the job.

**(c)** Code E and higher: Nineteen (19) months and above:

**(i)** A first trainee period classification at level six (6) job classes below the job class of the job;

**(ii)** A second trainee period classification at level four (4) job classes below the job class of the job; and

**(iii)** A third trainee period classification at a level two (2) job classes below the job class of the job.

**8.21** The trainee periods, as provided in Article **8.20** shall apply to those jobs listed in Schedule "A2" of this Agreement, except as otherwise mutually agreed between the City and the Union and so indicated in Schedule "A2" trainee periods shall apply only to jobs in Job Class 8 and up.

**8.22** The City shall furnish the Union on the form set forth as EXHIBIT "E" of the Comparative Wage Study Manual, a list of jobs agreed to by the City and the Union as appropriate for the application of trainee rates. Such list may be added to or deleted from by mutual agreement of the

City and the Union. The schedule of trainee rates set forth in Article **8.20** shall apply only to jobs on this list.

**8.23** Employee's time spent on a job requiring a trainee schedule shall be cumulative.

**8.24** Any employee who has qualified for a job through a trainee schedule shall not be required to repeat that trainee schedule.

**8.25** The established trainee rate of pay for each trainee period classification shall apply in accordance with the trainee periods as defined in Article **8.20**. However, an employee whose current rate of pay is higher than the minimum rate of a trainee job to which he/she acceded shall maintain his/her current rate, but not higher than the standard hourly rate of the job being learned until such time as the rate for the applicable trainee period classification is equal to or exceeds his/her present rate.

**8.26** Any employee, when assigned to a job on which a trainee rate applies, shall be credited in the trainee schedule with all time previously worked on such job, or, in the case of a 'grouped' job, on a job in such group. It is agreed that such past time shall be computed from reasonably recent records of the City.

## **Section 2 - Inside Workers**

**8.27** Rates for inside workers to be as attached (Schedule "B").

**8.28** The "Manual for Job Description, Classification and Wage Administration of Clerical and Technical Jobs", dated January 1, 1975 (hereinafter referred to as the "Clerical Manual"), is incorporated into this Agreement as APPENDIX "B", and its provisions shall apply as is set forth in full herein.

**8.29 (a)** Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this Agreement.

**(b)** Job classes and job titles shall be as set forth in Schedule "B2" attached hereto and forming part of this Agreement.

## **STANDARD SALARY SCALE**

**8.30** The Standard Salary Scale set forth in Schedule "B" and increases thereto, shall become effective on the dates specified in Schedule "B".

**8.31** The Standard Salary Scale rate for each job class is the standard rate for all jobs classified within such job class.

**8.32** In addition to the standard rates, a schedule of training and development progressional rates is established containing the following:

(a) An intermediate rate at a level one (1) job class increment below the standard rate.

(b) A starting rate at a level two (2) job class increments below the standard rate.

(c) A training rate at a level three (3) job class increments below the standard rate.

**8.33** The Schedule of Progressional Rates defined in Article **8.32** applies to each job in the respective job classes for periods of time as follows:

(a) Job Class 1: One period of three (3) months at an intermediate rate.

(b) Job Class 2: Two (2) periods of three (3) months:

(i) the first at a starting rate; and

(ii) the second at an intermediate rate.

(c) Job Classes 3 - 7 inclusive: Two (2) periods of six (6) months:

(i) the first at a starting rate; and

(ii) the second at an intermediate rate.

(d) Job Class 8 and higher: Three (3) periods of six (6) months:

(i) the first at a training rate;

(ii) the second at a starting rate; and

(iii) the third at an intermediate rate.

### **OUT-OF-LINE DIFFERENTIALS**

**8.34** The City shall furnish to the Union, a list of all incumbents who are to be paid out-of-line differentials in accordance with the terms of this Agreement, and such list shall contain the following:

(a) Name of employee to whom such out-of-line differential is being paid.

(b) Job title of job on which such out-of-line differential is being paid.

(c) Job classification of such job.

- (d) Standard rate of such job.
- (e) Applicable rate level at which such out-of-line differential applies.
- (f) Amount of out-of-line differential.
- (g) Date of such out-of-line differential became effective.

**8.35** Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Article **8.34** shall continue to be paid such out-of-line differential during such time as the employee is assigned to the applicable training, starting, intermediate or standard rate level of the job for which the out-of-line differential was established.

**8.36** If an employee with an out-of-line differential is promoted to a job of higher job class, a new out-of-line differential shall be established if the employee is assigned to an applicable rate level which is less than the employee's current rate.

**8.37** If an employee with an out-of-line differential is demoted to a job of lower job class, then the out-of-line differential shall be terminated.

**8.38** If an employee with out-of-line differential is transferred, at the request of management, to another job in the same job class, there shall be no change in such employee's out-of-line differential except as provided in Article **8.41**.

**8.39** If such employee referred to in Articles **8.36** and **8.37** is returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by the provisions of Articles **8.40** and **8.41**.

**8.40** The progression from a training, starting or intermediate rate to a higher rate classification on a given job shall operate to reduce the out-of-line differential by the amount of the progressional increase or to eliminate the out-of-line differential if such is less than the amount of the progressional increase.

**8.41** In addition to the other means provided in this Agreement, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.

#### **TEMPORARY TRANSFER**

**8.42 (a)** In case of a temporary transfer to a higher class job, the employee shall be paid at the rate of the employee they are replacing, or

the next higher rate. At the end of the temporary assignment such employee shall revert to the applicable rate on his/her regular job. Hours worked on a temporary assignment shall be credited towards progression on such employee's regular job.

**(b)** If an employee is required to work on jobs of different classifications during the course of the day, he/she shall be paid at the higher rated classification for a minimum of four (4) hours of work performed in that day. This article is of no effect unless the employee works a minimum of one (1) hour at the higher rated classification during that day.

### **Section 3 - Schedule of Progressional Rates**

**8.43** The Schedule of Progressional rates set forth in Schedule "B1" and any increases thereto shall become effective on the dates specified in Schedule "B1".

**8.44** The established training, starting, intermediate or standard rate shall apply to each employee during such time as the employee is assigned to the respective rate classification in accordance with the provisions of this Agreement.

**8.45** Each employee on a job shall be assigned to the applicable training, starting, intermediate or standard rate for the job on the basis of work on the job with the progressions from one applicable rate to the next higher applicable rate to be at intervals of work as specified in Article **8.32** provided, however, that paid absences from work other than paid absences in cases of non-occupational disability due to sickness or accident shall be considered as time worked.

**8.46** An employee promoted from one job to another job in a higher job class shall be assigned to that training, starting, intermediate or standard rate of the job to which promoted which is next higher than the rate from which promoted and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which promoted shall apply.

**8.47** An employee transferred from one job to another job of equal job class shall be assigned to the training, starting, intermediate or standard rate of the job to which transferred that is in the same job class as the rate from which transferred; and

**(a)** If training for the job to which transferred was provided by work on the job from which transferred, the respective arrangement regarding progression to the next applicable higher rate or rates, if any, of the job to which transferred shall apply with the employee receiving credit for hours of work on the job at the job class rate from which transferred; or

**(b)** If training for the job to which transferred was not provided by the job from which transferred, the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which transferred shall apply.

**8.48** An employee demoted from one job to another job in a lower job class shall be assigned the standard rate of the job to which demoted, if such standard rate is equal to or less than the rate from which demoted and otherwise to the intermediate, starting or training rate which is equal to or next lower than the rate from which demoted, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which demoted shall apply, provided, however, that an employee returned to a job from which demoted shall be reassigned to the rate classification and time progression status that was in effect for such employee at the time of demotion, except that such assignment shall be to an applicable rate of the job not lower than the rate attained during the demotion and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, shall apply.

**8.49** On jobs requiring progressional periods in excess of six (6) months of work on the job, the minimum rate shall not necessarily be the hiring rate and due regard shall be given in such cases to the employee's demonstrated ability on the job in making final assignment to an applicable training, starting or intermediate rate classification.

**8.50** A rate adjustment resulting from the completion by an employee of any applicable progressional period shall be made effective by the City as of the beginning of the pay period closest to the date upon which such employee completed such period. As of the date such rate adjustment is made, the employee, if below the standard rate classification, shall be considered to have begun to accumulate the necessary time towards completion of the next higher progressional period, if any.

**8.51** Effective on the date specified in Schedule "B", all employees shall have his/her rates of pay adjusted as follows:

**(a)** If the employee is not receiving an "out-of-line differential" prior to the date specified in Schedule "B", the rate of pay of such employee shall be adjusted to conform to the applicable training, starting, intermediate or standard rate for the employee's job, as provided in Schedule "B1".

**(b)** If the employee is receiving an "out-of-line differential" prior to the date specified in Schedule "B", the rate of pay of such employee shall be increased by the amount by which the standard rate for Job Class 0 has been increased as provided in Schedule "B" and the following shall govern:

(i) If the employee's new rate resulting from such increase is greater than the applicable training, starting, intermediate or standard rate for the job, as provided in Schedule "B1", the amount by which such employee's new rate is greater than the rate provided in Schedule "B1" shall become such employee's new out-of-line differential and shall apply in accordance with the provisions of this Agreement.

(ii) If the employee's new rate resulting from such increase is equal to or less than the applicable training, starting, intermediate or standard rate for the job, as provided in Schedule "B1", the rate of pay of such employee shall be adjusted to conform to the applicable training, starting, intermediate or standard rate for the job, as provided in Schedule "B1", and the former out-of-line differential shall be terminated.

#### **Section 4 - Wages - General**

**8.52** Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, job classifications, or applicable hourly rates, shall be corrected to conform to the provisions of this Agreement.

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

### **ARTICLE IX - PAID HOLIDAYS**

**9.01** For the following paid holidays not worked, employees shall be entitled to payment at the employee's base rate:

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

The Floating Days shall be taken at a time which is suitable to both the City and the employee. To qualify for the Floating Days, an employee must have had at least one hundred and twenty (120) days continuous service with the City immediately prior to the holiday.

(a) For the purpose of this Agreement, a paid holiday is defined as being from the start of any shift and continuing for a period of twenty-four (24) hours.

**(b)** When an employee works less than eight (8) hours on a paid holiday, he/she shall be paid for hours so worked at the rate of two and one-half times (2.5X) the base rate, as provided in Schedule "A" and Schedule "B", and the remainder of the eight (8) hours shall be at straight time. If an employee works more than eight (8) hours he/she shall be paid at the rate of two and one-half times (2.5X) for all work so performed.

**(c)** To qualify for paid holiday pay, an employee must have worked his/her last scheduled shift before the holiday and his/her first scheduled shift after the holiday, but an employee may notify one (1) week prior if absent for the day before or day after and still qualify.

**9.02** For those employees working five (5) days followed by two (2) days off, the following shall apply:

**(a)** When a paid holiday falls on a Saturday or a Sunday, the following Monday shall be deemed to be the paid holiday for the purposes of applying the terms of the Collective Agreement.

When consecutive paid holidays fall on Saturday and Sunday, the following Monday and Tuesday shall be deemed to be the paid holidays for purposes of applying the terms of the Collective Agreement.

When consecutive paid holidays fall on Sunday and Monday, the Monday and the following Tuesday shall be deemed to be the paid holidays for purposes of applying the terms of the Collective Agreement.

In no event shall more than one (1) day be considered as the "paid holiday".

**(b)** An employee who is required to work on the "paid holiday" shall be paid seven and one half (7.5) hours for inside workers or eight (8) hours for outside workers. For the purpose of this article, engineering employees and the Bylaw Enforcement Officer will be deemed to be inside workers. This provision shall not apply to those employees referred to in Article **9.03** of this Agreement.

**(c)** An employee who is required to work on the "paid holiday", shall be paid two and one-half times (2.5X) the base rate for all hours worked. In the case of a call out on a paid holiday, the employee shall be paid the call out rate or two and one-half times (2.5X) the base rate of the employee, whichever is greater for all hours worked.

**(d)** There shall be no time off in lieu of the holiday granted to employees who have worked on the designated holiday; however, employees will still have the option of banking the overtime premium paid at one and one-half times (1.5X) the base rate as per Article **7.11**. (For example, on an eight (8) hour shift, the employee working on a paid holiday would be entitled to be paid eight (8) hours straight time and bank twelve (12) hours.)

**9.03** Regular scheduled part-time and probationary employees shall be paid five percent (5.0%) of his/her regular rate in lieu of paid holidays and such payment shall not be included in the calculation of overtime and shall be paid on his/her regular pay periods.

## **ARTICLE X - ANNUAL VACATION**

### **Section 1 - Vacation Entitlement**

**10.01** The provisions of the *Employment Standards Act* shall be in effect, with the following exceptions:

<b>Continuous Service</b>	<b>Annual Vacation</b>
In the 2nd calendar year	15 working days
In the 8th calendar year	20 working days
In the 10th calendar year	21 working days
In the 12th calendar year	22 working days
In the 14th calendar year	23 working days
In the 16th calendar year	24 working days
In the 18th calendar year	25 working days
In the 20th calendar year	26 working days
In the 22nd calendar year	27 working days
In the 24th calendar year	28 working days
In the 26th calendar year	29 working days
In the 28th calendar year	30 working days
In the 30th calendar year	31 working days
In the 32nd calendar year	32 working days
In the 34th calendar year	33 working days
In the 36th calendar year	34 working days

**10.02** The annual vacation pay shall be paid on the basis of the greater part of the previous month.

**10.03** For each period of thirty (30) consecutive days an employee is absent from work in the year preceding the first (1st) day of January in any year, there shall be deducted from the vacation pay to which he/she would otherwise be entitled in the succeeding year, one twelfth (1/12) of such vacation pay. Only time spent on vacation for which the employee is paid or time lost because of sickness or accident shall be considered as time worked. An employee absent in excess of one (1) year due to sickness or accident will not be eligible for further vacation payments unless he/she returns to active employment.

**10.04** Vacation pay on termination shall be four percent (4%) for ten (10) working days vacation entitlement, plus two percent (2%) for each additional five (5) working days of vacation entitlement.

**10.05** Employees shall submit their vacation requests to the applicable Department Head or Manager by January 30<sup>th</sup> of each year. These requests shall be approved and/or amended by the City Administrator or the applicable managers, as they may see fit. The approved/amended vacation schedule shall be posted and forwarded to the Union by February 28<sup>th</sup>. When two (2) or more employees are seeking to be off on vacation during the same period and the City limits the numbers who take vacation during that period, seniority shall be the determining factor.

## **Section 2 - Special Vacation**

**10.06 (a)** Employees with greater than five (5) years service shall be entitled to a Special Vacation Program consisting of fifteen (15) working days in addition to his/her regular vacation entitlement. During each subsequent five (5) year qualifying period, those employees shall be entitled to a further fifteen (15) working days of Special Vacation.

Special Vacation shall be taken at times which are suitable to both the City and the employee and must be taken within the subsequent five (5) year qualifying period. The allocation of regular vacations shall have priority over the allocation of special vacations.

**(b)** Regularly scheduled part-time employees shall be entitled to special vacation pay on a pro-rata basis to full time.

## **Section 3 - Banked Vacation**

**10.07** Employees may bank any unused vacation entitlements in excess of ten (10) working days annual vacation for a two (2) year period. Payment for said vacation to be paid at the rate at which the vacations were earned.

Requests for banked vacations will be considered on an individual basis and will be allowed at a time mutually agreeable to both the City and the employee. No greater than ten percent (10%) of the employees in any one department, to a minimum of one employee will be allowed to bank vacations in any one year. In case of a dispute between employees, seniority shall be the determining factor.

**10.08** An employee's current accumulated time-off and current vacation entitlement shall be set out on his/her pay statements.

## **ARTICLE XI - SICK LEAVE**

**11.01** Employees shall be entitled to sick leave, without loss of pay, amounting to one (1) day per month and accumulative to not more than one hundred and forty (140) working days. Benefit will be payable to employees for disability due to sickness. A qualified medical practitioner or qualified chiropractor's certificate shall be required for employees who are absent more than three (3) days.

**11.02** An employee shall not qualify for sick pay if he/she received remuneration from other employment during the certified period of the claim.

**11.03** In the event a Worker's Compensation Board claim is appealed by the employee and honoured by the Worker's Compensation Board, the employee shall refund to the City the advance of sick pay and the City shall re-establish the accumulated sick time.

### **11.04 Family Emergency Leave**

Effective November 26, 1999 (date of Union ratification), in the case of illness or hospitalization of a member of an employee's immediate family, as defined in Article **12.06**, when no one other than the employee can care for such person, the employee shall be entitled to utilize his/her yearly sick leave entitlement for this purpose, to a maximum total of two (2) days in any year. Employees may be permitted to utilize up to three (3) additional sick leave days under this section in any year, at the discretion of the City Administrator, or designate, based upon the special circumstances of the particular case, which requests shall not be unreasonably denied.

### **11.05 Payout of Sick Leave**

The City will pay upon retirement or termination between minimum age of fifty-five (55) and maximum age of sixty-five (65) and upon death of any age, twenty-five percent (25%) of unused sick leave accumulation, plus after five (5) years service an additional two percent (2%) per year based on a maximum of one hundred and forty (140) days accumulated sick leave. Payment will be made at the employee's current base rate of pay. Employees not covered by the *Municipal Superannuation Act* qualify for the benefits under this article.

Notwithstanding the above, it is agreed that the payout entitlements contained in this article shall be confirmed to existing entitled employees on the City's payroll as at July 12, 1993. New employees shall be entitled to all rights as contained in **Article XI** except such payouts.

## **ARTICLE XII - LEAVE OF ABSENCE**

### **Section 1 - General**

**12.01** The City agrees to grant leaves of absence, without pay, to employees subject to the requirements of city operations and the availability of replacements, for business purposes of the Union or good cause. In the event that leave of absence is granted over the regular holidays which have accumulated, the employee shall be responsible for paying his/her own share and the City's share of the cost of superannuation, medical plans, dental plan and group life insurance, if the employee wishes to continue such coverage and provided the terms of the carrier's plan permits such coverage to continue. Where necessary, the City shall request the existing benefit plan carrier to amend the existing benefit plans to provide for such coverage, provided there are no increased costs for so doing. The decision of the carrier in this regard shall be final.

**12.02** Employees requesting leaves of absence must do so through the head of the department to whom they will be required to give one (1) week notice in writing.

**12.03** An employee shall be granted time off, without pay, for personal reasons if:

- (a) The employee requests it from the Department Head, and,
- (b) The leave is for a good reason and does not interfere with city operations.

### **Section 2 - Union Leave**

**12.04 (a)** Time spent by employees delegated by the Union for the purpose of investigating and settling disputes shall be considered as time worked and payment shall be on the basis of straight time. Under no condition will punitive rates be paid. The time to be paid under this article shall be limited to a total of thirty-two (32) hours per month.

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

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

It is further understood that this Article **12.04 (b)** refers to lost time only.

**12.05 Time Off for Union Co-operative Wage Study Committee  
Outside (P. & M.) and Inside (C. & T.) Employees**

There shall be a committee known as the C.W.S. Committee, consisting of three (3) employees appointed by the Union to represent the Union and up to three (3) persons appointed by the City to represent the City. Either Party may change its representatives from time to time.

Meetings of the C.W.S. Committee shall be held as frequently as required, at mutually agreeable times.

The City agrees to grant time off from his/her regular work to the three (3) Union C.W.S. Committee members to perform his/her C.W.S. responsibilities. This time off shall be considered as time worked and the Union Committee members shall:

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

**Section 3 - Bereavement Leave**

**12.06** Effective November 26, 1999 (date of Union ratification), employees shall be entitled to bereavement leave without loss of pay amounting to three (3) working days for death in the immediate family, plus two (2) additional days when the employee is required to travel outside the Kootenay region in order to attend the funeral. Employees may be permitted to take up to two (2) additional days bereavement leave under this section, at the discretion of the City Administrator, or designate, based upon the special circumstances of the particular case, which requests shall not be unreasonably denied.

For the purposes of this section, immediate family means: parents, step-parents, spouse, including common-law spouse, children, step-children, brother, sister, father-in-law, mother-in-law, brother-in-law and sister-in-law (including common-law spouses), grandparents, grandchildren. For purposes of the above, common-law spouses are defined as a man and a woman living together in a spousal relationship for a period of not less than two (2) years.

**Section 4 - Jury Leave**

**12.07** Any employee who is required to perform jury duty, or is subpoenaed to appear as a Witness (but not against the Employer), on a day on which the employee would normally have worked will be reimbursed by the City for the difference between the pay received for jury or witness duty and the employee's regular straight time hourly rate of pay for the employee's regularly scheduled hours of work.

Hours paid for jury or witness duty will be considered as hours worked for the purpose of qualifying for vacations and for recognized paid holidays.

## **ARTICLE XIII - MATERNITY LEAVE**

**13.01** An employee, on her written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period, if the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time if the employee requests.

**13.02** Regardless of the date of commencement of the leave of absence taken under Article 13.01, the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.

**13.03** A request for a shorter period under Article **13.02** must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.

**13.04** Where an employee gives birth or the pregnancy is terminated before a request for leave is made under Article **13.01**, the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specific date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period if the employee requests, commencing on the specified date.

**13.05** Where an employee who has been granted leave of absence under this article is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a period

specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.

**13.06** The Employer may require any employee to commence a leave of absence as per this Article where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

**13.07** All other terms, conditions and rights of employees pertaining to this subject shall be in accordance with the provisions of Part 7 Maternity and Parental Leave, *Employment Standards Act*.

## **ARTICLE XIV - BENEFITS AND HEALTH CARE PLANS**

### **14.01 Medical Plans**

**(a)** Medical Services Plan of B.C. (MSP)

Regular full-time employees, and regular part-time employees who are regularly scheduled to work one-half time (0.5X) or greater, shall be entitled to Medical Services Plan of B.C. coverage on the first (1<sup>st</sup>) day of the month following their date of employment, if hired on or before the fifteenth (15<sup>th</sup>) day of any month; or on the first (1<sup>st</sup>) day of the month following completion of one (1) month continuous employment, if hired after the fifteenth (15<sup>th</sup>) day of the month.

**(b)** Extended Health Benefits (EHB)

**(i)** Regular full-time employees, and regular part-time employees who are regularly scheduled to work one-half (0.5) time or greater, shall be entitled to Extended Health Benefits coverage, as a condition of employment, on the first (1<sup>st</sup>) day of the month following the month of employment, if hired on or before the fifteenth (15<sup>th</sup>) day of any month; or on the first (1<sup>st</sup>) day of the month following completion of one (1) month continuous employment, if hired after the fifteenth (15<sup>th</sup>) day of the month.

**(ii)** Effective as soon as operationally possible following October 3, 1996 (date of Union ratification), the Extended Health Benefits Plan shall be amended to implement Vision Care. Benefits under this plan shall be limited to two hundred dollars (\$200) every two (2) years for each eligible employee and dependants.

**(iii)** Coincidental with the implementation of the Vision Care Plan, the yearly deductible amount for Extended Health Benefits shall be

increased from twenty-five dollars (\$25) per family per year to fifty dollars (\$50) per family per year.

(c) The City shall pay one hundred percent (100%) of the premium costs for MSP and EHB coverage under this article.

(d) All other aspects of MSP and EHB coverage under this article are subject to the plan provisions in affect with the applicable insurance carriers.

#### **14.02 Group Life Insurance**

(a) Regular full-time employees, and regular part-time employees who are regularly scheduled to work thirty (30) or more hours per week, shall be entitled to Group Life Insurance coverage following completion of three (3) months continuous employment.

(b) The City shall pay one hundred percent (100%) of the premium costs for such insurance.

(c) Upon the death of an eligible employee, his/her named beneficiary or estate, when no beneficiary has been named, shall be paid life insurance in an amount equal to two times (2X) the employee's annual gross earnings, based upon his/her normal basic hourly rate, exclusive of overtime.

(d) All other aspects of group life insurance coverage under this article are subject to the provisions in affect with the applicable insurance carrier.

#### **14.03 Weekly Indemnity**

(a) Regular full-time employees, and regular part-time employees who are regularly scheduled to work thirty (30) or more hours per week, shall contribute to the Weekly Indemnity Plan, as a condition of employment following completion of three (3) months continuous employment.

(b) The premium costs for such coverage shall be paid one hundred percent (100%) by those employees covered by the Plan.

(c) Eligible employees may apply for benefits under this Plan when they become disabled as a result of a bona fide sickness or accident, as defined in the Plan documents. Benefit levels on approved claims under this Plan shall be sixty-seven percent (67%) of the eligible employee's basic weekly earnings to a maximum of five hundred dollars (\$500) per week. Benefits shall commence on approved claims on the fifteenth (15<sup>th</sup>) day of the absence and shall continue for a period of fifteen (15) consecutive weeks.

(d) All other aspects of weekly indemnity coverage under this article are subject to the provisions in affect with the applicable insurance carrier.

(e) Employees with sick leave credits, as provided for in **Article XI**, in excess of fifteen (15) days, may elect to remain on sick leave until their credits have been exhausted or they may elect, before exhausting such sick leave credits, to receive weekly indemnity payments on approved claims and bank their excess sick leave credits for a future occasion.

#### **14.04 Long Term Disability**

(a) Regular full-time employees, and regular part-time employees who are regularly scheduled to work thirty (30) or more hours per week, shall be eligible for Long Term Disability coverage, as a condition of employment, following completion of three (3) months continuous employment.

(b) The premium costs for such coverage shall be paid one hundred percent (100%) by the City.

(c) Eligible employees may apply for benefits under this plan when they become disabled as a result of a bona fide sickness or accident, pursuant to the definition of disability in the Plan documents. Benefit levels on approved claims under this Plan shall be sixty-seven percent (67%) of the eligible employee's basic monthly earnings, to a maximum of two thousand dollars (\$2,000) per month. Benefits shall commence on approved claims on the one hundred and twentieth (120th) day of absence and shall continue to age sixty-five (65).

(d) All other aspects of long-term disability coverage under this article are subject to the provisions in affect with the applicable insurance carrier.

#### **14.05 Dental Plan**

(a) Regular full-time employees and regular part-time employees, who are regularly scheduled to work one-half (0.5) time or greater shall contribute to the Dental Plan as a condition of employment, on the first (1<sup>st</sup>) day of the month following completion of two (2) months of continuous employment, if hired on or before the fifteenth (15<sup>th</sup>) day or any month; or on the first (1<sup>st</sup>) day of the month following completion of three (3) months of continuous employment, if hired after the fifteenth (15<sup>th</sup>) day of the month.

(b) The premium costs for such coverage shall be paid one hundred percent (100%) by the City.

(c) Benefits under this article shall include the following coverage on approved claims:

- (i) Plan "A" - Basic Dental Services: eighty percent (80%) reimbursement of the approved fee schedule.
- (ii) Plan "B" - Major Restorative Services and Prosthetics: fifty percent (50%) reimbursement of the approved fee schedule.
- (iii) Plan "C" - Orthodontics: fifty percent (50%) reimbursement of the approved fee schedule; one thousand two hundred and fifty dollars (\$1250) lifetime maximum per person. Effective November 26, 1999 this lifetime maximum amount per person is increased to two thousand five hundred dollars (\$2,500).
- (d) All other aspects of dental plan coverage under this article are subject to the provisions in affect with the applicable insurance carrier.

**14.06** The City shall enter into agreements with insurers and other parties to provide the benefits set out in the above Articles (**14.01** through **14.05**). All issues of eligibility and/or coverage shall be governed solely by the terms and conditions of these agreements. The City shall have no liability or be subject to any claim as a result of or arising from any refusal by the applicable insurer, whether in whole or in part, of a claim of an employee or employees for any of the benefits referred to in this article.

#### **14.07 Part time Employees**

In those cases where employees contribute to the cost of any of the above benefit plans, the eligible part-time employees seeking such coverage are required to pay the same employee's share of the cost as is paid by the full-time employees.

#### **14.08 Superannuation**

The City will pay its share of superannuation while an employee is on Weekly Indemnity Benefit and Workers' Compensation, for a maximum period of six (6) months, provided the employee elects to contribute also.

#### **14.09 Workers' Compensation**

The City agrees to pay the difference in wages and Workers' Compensation Board payments up to a maximum period of six (6) weeks and the difference to be charged to an employee's accumulated sick leave credits. This article to be at the option of the employee.

## **ARTICLE XV - APPRENTICES**

**15.01** The City will grant leave of absence for apprentices to attend schools of training as designated by the Director of Apprenticeship of the Ministry of Labour.

The terms and conditions of apprenticeship shall be followed as laid out by government regulations. Apprenticeable trades and rates of pay for apprentices shall be as stated in Schedule "A3".

**15.02** The City will maintain an apprentice's earnings at his/her regular hourly rate for forty (40) hours in each week when an apprentice is required to attend an apprenticeship course prescribed by the Director of Apprenticeship Training, which course is given in a city outside of Kimberley. Any subsidy paid by the government other than that paid for transportation costs shall be turned over to the employer.

**15.03** Apprentices shall not be subject to layoff while in an Apprenticeship Program, provided that the Apprentice is working on the job which he/she is apprenticing for.

**15.04** When employees are on layoff, the City shall have the right to transfer Journeymen/Tradesmen to other jobs at Journeymen/Tradesmen rates of pay in order to give the Apprentice time working on the job which he/she is apprenticing for.

## **ARTICLE XVI - SAFETY**

**16.01** The Parties hereto agree that they will be governed by any applicable existing rules or regulations enacted by the British Columbia provincial authorities.

Insofar as the said rules or regulations may not be applicable to a specific case or cases, the Parties hereto shall be at liberty to compile a Safety Practices Appendix, and the same, if mutually agreeable to the Parties hereto and executed by each of them, shall be attached hereto and form a part of this Agreement. Where existing rules or regulations do not apply to a specific case or cases, the same shall be, at the request of either Party, referred to a Safety Practices Committee for ruling.

### **16.02 Safety Committee**

Such Safety Practices Committee shall be composed of three (3) members chosen by the Union and three (3) members chosen by the City. The Safety Committee shall meet whenever required by either Party. Any ruling made or concurred in by a majority of the Committee shall be binding upon the persons bound by this Agreement.

### **16.03 W.C.B. Ruling**

In the case of a deadlock, the matter may be referred by either Party to the Workers' Compensation Board for a ruling and any ruling made by the Workers' Compensation Board will be final and binding upon the persons bound by this Agreement. There shall be no stoppage of work by reasons of any grievance, complaints, matter or things to which the said existing rules or regulations are not applicable.

## **ARTICLE XVII - GENERAL PROVISIONS**

### **Section I - Trade and Assigned Maintenance Convention**

**17.01** In addition to the provisions of the Manual for describing and classifying trade and assigned maintenance jobs, the following shall apply:

- (a)** The description and classification shall be carried out in accordance with the Manual.
- (b)** The job classification of trade jobs, having been classified as in clause (a) above, shall be increased by two (2) job classes and the two (2) job classes shall be incorporated into the total classification of the job.
- (c)** The job classification of assigned maintenance jobs, having been classified at Job Class 11 or higher as in clause (a), above, shall be increased by two (2) job classes which shall be incorporated into the total classification of the job.
- (d)** Where a change in an existing job requires a new description and classification for a job on which this convention has already been applied, such job shall be reclassified in the same manner as that followed prior to the application of this convention and the provisions of paragraphs (a), (b) and (c) above, shall apply.

### **Section 2 - Incentives**

**17.02** Should the City desire to install incentives to cover any jobs, the following shall govern:

- (a)** The standard hourly rates for the respective jobs shall be the base rates and minimum hourly guaranteed rates for such incentives; and
- (b)** The City shall first discuss with and explain to the Union the development of any incentive plan and reach mutual agreement with the

Union regarding such incentive plan before such incentive plan is installed.

### **Section 3 - Conditions of Employment**

**17.03** The City agrees that the residence of employees is not required to be within the City limits.

**17.04** When City equipment is loaned or rented, the City shall be responsible for the employee's wages and benefits under this Agreement. City equipment utilized as floats or in conjunction with floats for the purposes of promoting the City of Kimberley in any parade shall be exempt from this provision.

**17.05** Pay days for general workers shall be on every second Friday.

### **Section 4 - Meal Periods**

**17.06** Overtime meals: It is the intent that the employees will be provided with a meal by the City during overtime work at intervals of four (4) hours, that is four (4) hours elapsed time from the end of the prior meal. A meal intermission which occurs during any overtime period shall be paid for at the prevailing rate, provided such intermission is not more than thirty (30) minutes duration. However, no meal shall be provided to an employee in instances where the employee works only two (2) hours or less beyond his/her normal day or shift. When it is impossible to have meals supplied, the employees will be paid a fourteen dollar (\$14.00) meal ticket for each meal to which they otherwise would have been entitled. The ticket redeemable at Kimberley restaurants only and no cash in lieu of meal ticket will be available.

**17.07** Where work is pre-scheduled for non-working days and employees have been notified on the previous normal working day and work is to commence within two (2) hours of the normal starting time, the City will not be required to provide lunch.

**17.08** Employees shall be entitled to two (2) coffee breaks of fifteen (15) minutes each during the regular working hours.

### **Section 5 - Tools, Clothing Allowances**

**17.09** Employees assigned to jobs where ordinary clothing is not adequate shall be provided with the necessary protective clothing. Such clothing shall be issued by or through the head of the department concerned and shall remain the property of the City. Any such clothing subject to contamination shall be properly sanitized before re-issue.

**17.10** Protective clothing shall be defined as follows: slicker coats and pants, hard hats and liners, safety straps and climbers, waders or rubber boots, rubber gloves, coveralls, smocks, hearing protection aids and covers approved by the Operations Supervisor.

**17.11** Employees shall be entitled to purchase tools of their trades through the City, at cost. A payroll deduction of fifteen dollars (\$15.00) or twenty-five percent (25%) of the cost per pay will be made by the City until the indebtedness is paid.

The City will pay fifty percent (50%) of insurance premium to insure employee's tools. The employees to be responsible for the insurance policy.

**17.12** Each employee shall be given a list of tools and equipment for which they is responsible. Such list will be certified by the employee and the City Engineer. At the termination of the employee's service, such tools and equipment shall be returned or the value of such shall be deducted from his/her last pay.

**17.13 (a)** All new employees shall, where required, supply safety footwear as a condition of continued employment. Upon completion of initial probation, the Employer shall contribute fifty percent (50%) of the cost of repair or replacement thereof.

**(b)** The City will pay ten dollars (\$10.00) toward the cost of each hardened lens where they are required on the job.

**(c)** Damaged Prescription Glasses:

The City will pay fifty percent (50%) of cost for repairs or replacement of prescription glasses where it is established that the glasses were damaged through no fault of the employee and the damage occurred as a result of his/her normal work. If the payment involves lenses, such payment will be considered only if the replacement lenses are of hardened glass.

**17.14** The City will purchase metric tools, when required, and the tools so purchased shall remain the property of the City.

**17.15** The City will pay fifty percent (50%) of the cost of a maximum of three (3) pairs of coveralls, per year for mechanics, equipment operators, water and sewer maintenance employees, employees working in parks and on garbage trucks. All other outside employees shall be entitled to a maximum of one (1) pair of coveralls, as above.

## **ARTICLE XVIII - EDUCATIONAL LEAVE**

### **Section 1 - Leave**

**18.01 (a)** When the City requires an employee to attend programs of training, the Employer will pay the full costs of such program and any necessary leave for such shall be granted without loss of pay.

**(b)** Where an employee chooses to take a particular program or training not specifically required by the Employer, the City's Education Policy shall apply.

**(c)** The Employer undertakes to ensure that all employees be made aware of new or additional qualification requirements, where possible, and to apply the City Educational Policy in a fair and reasonable manner.

**(d)** When the City requires qualified employees due to external certification prerequisites, regulations, and/or licensing, part (a) above shall apply to meet minimum requirements. This article shall only apply when the City cannot meet minimum outside requirements with Bargaining Unit Employees. Nothing in this article shall be interpreted to require the City to offer training to employees where such training exceeds ten (10) working days. Funding shall not be a requirement where the employee attends such training and fails to acquire the necessary certification.

**(e)** If and when the City becomes aware of the external training opportunities that might be of interest to employees generally under Article **18.01(b)**, it shall endeavour to make employees aware of such opportunities.

## **ARTICLE XIX - JOINT CONSULTATION AND ADJUSTMENT PLANS**

### **19.01 Joint Consultation**

A Joint Labour-Management Consultation Committee shall be established comprising two (2) employee representatives appointed by the Union and two (2) representatives appointed by the City.

**19.02** The Committee is established for the purpose of enabling the parties to discuss any matter of mutual interest during the term of this Agreement. The Committee shall meet four (4) times per year, once in

each business quarter, provided there are matters to be discussed. The times for these quarterly meetings shall be established by the parties in advance, at the start of each year. The Committee may meet more often, at mutually agreeable times, should the need arise.

**19.03** The Committee shall not deal with grievances nor collective bargaining for the renewal, extension or modification of this collective Agreement.

**19.04** The time spent by Union members preparing for and attending at Joint Consultation Committee meetings will be paid by the City as per Article **12.04(a)** and further, the City will average the 32 hours per month over the year, for a maximum total of 384 City paid hours, allowable under Article **12.04**.

### **19.05 Adjustment Plan**

In the event the City introduces a change as defined in Section 54 the *Labour Relations Code* of B.C. that:

**(a)** affects the terms, conditions or security of employment of a significant number or employees to whom this Collective Agreement applies; and

**(b)** alters significantly the basis on which this Collective Agreement was negotiated;

the City will ensure that the Union is notified of the change as discussed herein sixty (60) days in advance of the change, where practical, and any such implementation shall adhere fully with these provisions.

### **19.06 Retraining**

Where vacancies exist and, following discussions with the Union, where the City determines that some retraining of all or a portion of the staff that would otherwise be laid-off is reasonable and desirable, the City shall attempt to take advantage of programs in consultation or cooperation with government agencies, such as Canada Manpower.

### **19.07 Severance**

An employee being permanently laid-off as a result of such technological change shall receive the following notice or severance pay in lieu of notice:

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

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

#### **19.08 No Stoppage of Work**

It is agreed that the above provisions satisfy the requirements under the *Labour Relations Code* respecting Adjustment Plans.

### **ARTICLE XX - B.C. LABOUR CODE**

**20.01** Subsections (2) and (3) of Section 50 of the *Labour Relations Code* of B.C. is excluded from this Agreement.

**20.02** The City shall maintain a working environment free from harassment, in accordance with its policy on such matters.

### **ARTICLE XXI - TERMS APPLYING TO SEASONAL AND CASUAL EMPLOYEES**

#### **21.01 Terms Applying To Seasonal Employees:**

(i) Seasonal employees shall be paid the basic rate for the work they are performing, in accordance with the rates established in this Agreement. They shall be required to pay Union dues, at the rate established by the Union.

(ii) Seasonal employees shall not earn nor exercise seniority under **Article VI**. However, seasonal employees shall be given preference for employment in the same capacity during subsequent seasons, provided they continue to perform in a fashion satisfactory to the City. At the end of each season, seasonal employees shall be terminated in reverse order to the order in which they were hired in that season, provided that the remaining seasonal employees have the ability and efficiency to perform the seasonal work remaining. When a seasonal employee is hired into a regular position without a break in service, his/her seniority date shall, following successful completion of the probationary period, include the last period of seasonal employment since the date of last hire.

(iii) Seasonal employees shall be paid ten percent (10%) of their basic earnings on each pay period, in lieu of all statutory benefits and the following benefits and perquisites of this Agreement: vacation pay, paid holiday pay, sick leave, and various paid leaves. When a seasonal employee works on a statutory holiday, he/she shall be paid at straight-time rates for so doing.

(iv) **Articles III** - Postings, Vacancies; **VI** - Seniority; **IX** - Paid Holidays; **X** - Annual Vacation; **XI**- Sick Leave; **XII** - Leave of Absence; **XV** - Apprentices; and **XVIII** - Educational leave shall not apply to seasonal employees.

(v) Seasonal employees shall be eligible for the benefits and health care plans under **Article XIV**, provided they meet the applicable service requirements in the same fashion as regular employees.

(vi) The City may terminate the employment of any seasonal employee for reasonable cause, provided that Union activity shall not be a reason for discharge under this section.

## **21.02 Terms Applying to Casual Employees**

(i) Casual employees shall be paid the basic rate for the work they are performing, in accordance with the rates established in this Agreement. They shall be required to pay Union dues, at the rate established by the Union.

(ii) Casual employees shall not earn nor exercise seniority. However, casual employees shall be given preference for employment in the same capacity, when such work becomes available within twelve (12) months of their termination, provided they continue to perform in a fashion satisfactory to the City.

(iii) Casual employees shall be paid ten percent (10%) of their basic earnings on each pay cheque, in lieu of all statutory benefits and all of the benefits and perquisites of this Agreement (including but not limited to, vacation pay, paid holiday pay, sick leave, various paid leaves, and all benefits and health care plans). When a casual employee works on a paid holiday, he/she shall be paid at straight-time rates for so doing.

(iv) Without limiting the generality of the foregoing, **Articles III** - Postings, Vacancies; **VI** - Seniority; **IX** - Paid Holidays; **X** - Annual Vacation; **XI**- Sick Leave; **XII** - Leave of Absence; **XIV** - Benefits & Health Care Plans; **XV** (except superannuation) - Apprentices; and **XVIII** - Educational Leave shall not apply to casual employees.

(v) The City may terminate the employment of any casual employee for reasonable cause, provided that Union activity shall not be a reason for discharge under this section.

## **ARTICLE XXII - TERMS APPLYING TO EMPLOYEES WORKING FOUR**

### **(4) DAYS FOLLOWED BY FOUR (4) DAYS OFF**

#### **22.01 Terms Applying to Employees Working Four (4) Days Followed by Four (4) days off:**

This section establishes the applicability of various articles of the Collective Agreement to Parks and Recreation employees working four (4) days followed by four (4) days off (4X4) work schedule. It varies the Agreement, as required, to establish the unique terms and conditions of employment applying to these employees.

(a) There shall be no new or additional costs to the City as a result of employees working a 4X4 schedule.

#### **(b) Normal Hours of Work**

(i) The regular workday shall be eleven and one-half (11.5) hours.

(ii) For purposes of calculating overtime, an employee's work week shall commence on the first rest day of the eight (8) day work cycle and end on the last workday of that cycle.

(iii) Day shift normally commences at either 6:30 a.m. or 7:00 a.m., as determined by the City. The City shall give day shift employees at least one (1) week's notice, when it changes their starting time from 6:30 a.m. to 7:00 a.m., or vice versa. When such notice cannot be given, the employee(s) in question shall be paid at overtime rates for the first shift worked at the changed starting time.

(iv) Afternoon shift normally commences at 11:30 a.m. Night shift normally commences at 11:00 p.m., if and when required.

(v) Employees shall work a rotating work cycle consisting of four (4) consecutive work shifts, followed by four (4) consecutive rest days.

(vi) Employees shall normally work a regular schedule consisting of four (4) consecutive day shifts, four (4) consecutive afternoon shifts or four (4) consecutive night shifts in each eight (8) day work cycle. When, for operational reasons, the City requires an employee to work a combination of different shifts in any work cycle (days, afternoon and/or

nights), it shall give the affected employee(s) as much notice as operationally possible and it shall pay overtime rates on the first shift following each shift change in such cycle.

**(vii)** Subsections **b(v)** and **b(vi)** notwithstanding, employees may be required to work split shifts, when operational needs require. Recognizing the Union's desire to minimize the number of split shifts worked, the City shall notify the Union, should it materially increase its historical usage of split shifts.

**(viii)** Employees shall be given a minimum of eight (8) hours off duty following completion of one regularly scheduled shift and commencing work on their next regularly scheduled shift. Should an employee be required to commence work on his/her next regular shift before expiry of the eight (8) hour rest period, that part of the next regular shift falling within the rest period shall be paid at overtime rates.

**(c) Work Breaks**

**(i)** There shall be a one-half (0.5) hour meal break per shift.

**(ii)** The meal period shall be included during the normal paid shift hours for those day shift employees who are required to remain on duty during such period, and for afternoon shift employees. It is understood, however, that regular full-time 4X4 employees working in the City's two (2) arenas currently receiving a paid meal break on day shift shall continue to receive same.

**(iii)** The meal period shall be included during the normal paid shift hours for those day shift employees who are required to remain on duty during such period, and for afternoon shift employees. It is understood that all regular full-time 4X4 employees receiving a paid meal break on day shift as at October 3, 1996 shall continue to receive same, whether or not they are required to remain on duty during such breaks.

**(iv)** There shall be two (2) paid fifteen (15) minute coffee breaks per shift; one in the first half of the shift, the other in the second half.

**(d) Overtime**

**(i)** Overtime shall apply after an employee works in excess of eleven and one-half (11.5) hours in any workday, or in excess of forty-six (46) hours in any work week.

**(ii)** Overtime rates shall be calculated as follows:

A. Daily: One and one-half times (1.5X) the applicable base rate for the first three (3) hours of overtime worked in any day and two times (2X) the applicable base rate for the balance of overtime worked on that day.

B. Weekly: one and one-half times (1.5X) the applicable base rate for the first eight (8) hours of overtime worked in any work week and two times (2X) the applicable base rate for the balance of overtime worked in that week.

**(e) Paid Holidays**

(i) Paid holidays shall be recognized on the calendar day in which they fall.

(ii) Employees not required to work on a paid holiday falling on a scheduled work day, shall receive eleven and one-half (11.5) hours pay at his/her regular basic rate for each such day.

(iii) Employees who are not required to work on a paid holiday falling on a scheduled rest day, shall receive eight (8) hours pay at their regular base rate for each such day. The employees may elect to receive this payment as banked time off in accordance with Article **7.10(b)**, provided such election is made sufficiently in advance so it can be processed in the normal fashion by the payroll department.

(iv) Employees required to work on a paid holiday, other than on a call-out, shall be paid two and one-half times (2.5X) the applicable base rate for all hours so worked.

(v) Employees called out on a paid holiday shall be paid the call-out rate in accordance with Article **7.11** or two and one-half times (2.5X) the applicable base rate for all time so worked, whichever is the greater.

(vi) Employees, who work on a paid holiday, may bank the premium portion of the pay they receive for so working. Such time to be taken at a mutually agreeable time pursuant to Article **7.10**.

(f) **Annual Vacation** - Employees shall accrue vacation credits on the basis of eight (8) hours for each "working day" of their vacation entitlement.

(g) **Special Vacation** - Employees shall accrue special vacation credits on the basis of eight (8) hours for each "working day" of their special vacation entitlement.

(h) **Sick Leave** - Eligible employees shall accrue and/or be paid-out sick leave at the rate of eight (8) hours for each day of their sick leave entitlement.

- (i) **Bereavement Leave** - Employees eligible for Bereavement Leave under Article **12.06** shall be paid eleven and one-half (11.5) hours for each day so granted.
- (j) **Jury Duty** - Employees eligible for Jury Duty under Article **12.07** shall be paid eleven and one-half (11.5) hours for each day so granted.
- (k) **Weekly Indemnity and Long Term Disability** - Benefits shall be calculated on the assumption of one hundred and seventy three (173) hours per month, times (X) the applicable base rate.

## **ARTICLE XXIII - EFFECTIVE AND TERMINATING DATES**

**23.01** This Agreement shall remain in force and effect for a three (3) year period, commencing March 1, 1999, and expiring on February 28, 2002. This Agreement shall not terminate at the expiration of its term unless two (2) months notice, in writing, has been given by one Party to the other. Either Party may, within the period of three (3) months and not less than two (2) months immediately preceding the date of expiry of this Agreement, by notice require the other Party to the Agreement to commence Collective Bargaining.

## **ARTICLE XXIV - LETTERS OF UNDERSTANDING**

**23.01** All Letters of Understanding shall be renewed or terminated with each negotiated Collective Agreement.

The following Letters of Understanding shall be in effect for the term of the Collective Agreement (March 1, 1999 to February 28, 2002):

<b>Number</b>	<b>Name/Topic</b>	<b>Date</b>
<b>9</b>	Student Employment	October 3, 1996
<b>13</b>	Labour Adjustment Committee	November 26, 1999
<b>14</b>	Flexible Benefits	November 26, 1999
<b>15</b>	Long Term Disability Benefits	November 26, 1999

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement this \_\_\_\_\_ day of May, 2000.

**SIGNED ON BEHALF OF:**

**UNITED STEELWORKERS OF  
AMERICA LOCAL 935**

\_\_\_\_\_

\_\_\_\_\_

**SIGNED ON BEHALF OF:**

**CITY OF KIMBERLEY**

Authorized Signatory

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Authorized Signatory

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00/05/04

Agreement between City of Kimberley and United Steelworkers of America, Local 935  
March 1, 1999 – February 28, 2002

**“SCHEDULE A1”**  
**OUTSIDE WORKERS**  
**Schedule of Job Titles and Job Classes**

<b>JOB CLASS</b>	<b>JOB TITLE</b>
3	Labourer Drafting Assistant
6	Engineering Assistant I Sand Blaster
7	Head Pool Guard
8	Truck Driver Sanitation Truck Driver
9	Bylaw Enforcement Officer Electrician Helper Parks and Arena Caretaker I Spray Paint Operator Truck Driver/Snow Plow Operator Water and Sewer Helper
10	Front End Loader Operator Street Sweeper Operator
12	Grader Operator Loader Backhoe Operator Lowbed Truck Driver Parks and Arena Caretaker II
13	Repairman Bodyman Engineering Assistant/Draftsman
17	Purchasing and Inventory Control Clerk Facilities Maintenance Person Water Tradesman Sewer Tradesman Repairman/Welder
18	Water and Waste Water Plant Operator Carpenter
19	Heavy Duty Mechanic
20	Electrician
25	Acting Foreman

Agreement between City of Kimberley and United Steelworkers of America, Local 935  
March 1, 1999 – February 28, 2002

**SCHEDULE "A3"**  
**OUTSIDE WORKERS**

**PERIOD CLASSIFICATION ANALYSIS**

**DATE: FEBRUARY 1, 1980**

JOBS REQUIRING APPRENTICE RATES	MONTHS	JOB	NO. OF SIX	
			FACTOR 2	CLASS MONTHS APPRENTICE PERIODS
PARKS & ARENA MAINTENANCE MAN	37 - 48 17	8		
WATER TRADESMAN	37 - 48 17	8		
SEWER TRADESMAN	37 - 48 17	8		
WATER AND WASTE WATER PLANT OPERATOR		37 - 48	18	8
HEAVY DUTY MECHANIC	37 - 48 19	8		
ELECTRICIAN	37 - 48 20	8		

**SCHEDULE OF APPRENTICESHIP TRAINING**

4 YEAR APPRENTICESHIP - 6 MONTHS TRAINING PERIODS

Trade Job	1st	2nd	3rd	4th	5th	6th	7th	8th	Trade Job
Class									Class
JOB LEVELS									
23	3	5	7	9	11	13	15	17	23
22	3	5	7	9	11	13	15	17	22
21	3	5	7	9	11	13	15	17	21
20	3	5	7	9	11	13	15	17	20
19	3	5	6	7	9	11	13	15	19
18	3	5	6	7	9	11	13	14	18
17	3	5	6	7	9	10	11	13	17

The provisions of Articles 5.05 and 5.06 of the CWS Manual also apply.

City by: \_\_\_\_\_ Union by:  
 \_\_\_\_\_

Agreement between City of Kimberley and United Steelworkers of America, Local 935  
March 1, 1999 – February 28, 2002

**“SCHEDULE B1”  
INSIDE WORKERS  
Schedule of Job Titles and Job Classes**

<b>JOB CLASS</b>	<b>JOB TITLE</b>
3	Clerk-Typist
4	Receptionist-Switchboard Operator Stenographer-Clerk - R.C.M.P.
7	Receptionist/Cashier/Clerk Steno-Receptionist - R.C.M.P.
8	Cashier/Clerk Operations Secretary Secretary/Research Assistant
9	Accounting Technician Administrative Secretary Payroll/Personnel Clerk Receivables Clerk/Systems Operator Senior Cashier/Clerk

Agreement between City of Kimberley and United Steelworkers of America, Local 935  
March 1, 1999 – February 28, 2002







## **NO. 9 LETTER OF UNDERSTANDING**

**BETWEEN: THE CITY OF KIMBERLEY  
OF THE FIRST PART**

**AND: UNITED STEELWORKERS OF AMERICA  
LOCAL 935  
OF THE SECOND PART**

**SUBJECT: STUDENT EMPLOYMENT**

**APPLICABLE TO: ALL EMPLOYEES**

The City of Kimberley and the United Steelworkers of America, Local 935 hereby mutually agree as follows:

1. This letter establishes terms and conditions of employment with respect to the City's employment of students in the future. This letter may be cancelled by either party following September 30th of any year and on or before February 28th of the following year, provided it gives thirty (30) days written notice of such cancellation to the other party.
  - a) In order to be employed under this Letter, a student must be at least sixteen (16) years of age and be currently registered in a secondary or post secondary educational institution and be returning to school upon completion of his/her period of student employment. They may be required to provide proof of such registration and/or that they will be returning to school upon completion of their period of student employment.
  - b) Students shall only be employed during the regular holiday period of the educational institution in which they are registered.
  - c) The duration of any period of student employment shall not exceed five (5) months without the approval of the Union, which approval shall not be unreasonably denied. No student may be employed in more than three (3) years under this Letter.
  - d) The City will develop a list of duties that may be performed by students in each year. This list shall be discussed with the Union and finalized prior to February 28th of each year. It is intended that students will not perform work that would otherwise be done by the regular employees in that year.

**LETTER OF UNDERSTANDING NO. 9 - CITY OF KIMBERLEY AND  
USWA LOCAL 935 – STUDENT EMPLOYMENT  
PAGE 2**

e) Students will not be employed in the performance of bargaining unit work when a regular employee, having the ability and efficiency to perform such work, is laid-off.

f) Student employees shall be paid at the basic rate equal to fifty-five percent (55%) of the labourer's rate of pay established in this Agreement.

g) This letter does not restrict the City's right to select students to be employed. The City shall not be required to post student positions under article 3.01 of the Agreement. External advertisements of student employment opportunities shall be posted on City bulletin boards.

h) Students shall be paid a percentage in lieu of all statutory benefits and all of the benefits and perquisites of the Agreement the same as casual employees under article 00.04.

Signed this \_\_\_\_\_ day of April, 1997 at Kimberley in the Province of British Columbia.

**FOR THE UNION:**

**FOR THE CITY:**

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## **NO. 13     LETTER OF UNDERSTANDING**

**BETWEEN:            CITY OF KIMBERLEY**  
**OF THE FIRST PART**

**AND:                    UNITED STEELWORKERS OF AMERICA**  
**LOCAL 935**  
**OF THE SECOND PART**

**SUBJECT:             LABOUR ADJUSTMENT COMMITTEE**

**APPLICABLE TO:    ALL REGULAR EMPLOYEES**

The City of Kimberley and the United Steelworkers of America, Local 935 hereby mutually agree as follows:

1.     This letter, which is appended to the current collective agreement, shall remain in force and effect until February 28, 2002 and shall expire automatically at 11:59 p.m. on that date.
  
2.     The following shall apply should Cominco permanently cease part or all of its Kimberley Operations during the term of this letter and one (1) or more regular employees are to be laid-off because of the resulting reduction of taxation revenue:
  - (a)    The parties shall form a labour adjustment committee comprising of two (2) individuals appointed by the City and two (2) individuals appointed by the Union in advance of the closure, but no later than June 1, 2000. The mandate of this committee will be to develop an adjustment plan pursuant to section 54 of the *Labour Relations Code*. As part of its deliberations, the committee will investigate methods by which the resulting layoff of regular employees might be avoided, including but not limited to:
    - (i)     the retraining of affected employees so that they can continue to work with the City by performing other existing work; and
    - (ii)    early retirement options for senior employees to achieve the necessary staff reductions.

**LETTER OF UNDERSTANDING NO. 13 - CITY OF KIMBERLEY AND  
USWA LOCAL 935 – LABOUR ADJUSTMENT COMMITTEE  
PAGE 2 – MAY 5, 2000**

(b) Regular employees who are to be laid off as a result of a permanent closure of Cominco's Kimberley Operations, may elect to take severance pay as an alternative to working their layoff notice period, accepting layoff and going on the recall list. Employees who wish to take severance pay under this Letter must elect to do so within five (5) calendar days of receiving his/her layoff notice and by so electing they shall be deemed to have terminated their employment with the City in all respects.

(c) Severance pay under this Letter shall be calculated on the following basis:

(i) two (2) weeks severance pay where the employee has completed one (1) year of continuous service;

(ii) after completion of three (3) years continuous service, one (1) additional week severance pay; and

(iii) one (1) additional week severance pay for each additional year of continuous service subsequently completed, to a maximum total of fifteen (15) weeks severance pay.

It is the intent of the City and the Union that this Letter of Understanding will take effect November 26, 1999.

Signed the \_\_\_\_\_ day of May, 2000 at Kimberley in the Province of British Columbia.

**FOR THE UNION:**

**FOR THE CITY:**

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Authorized Signatory

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Authorized Signatory

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## **NO. 14      LETTER OF UNDERSTANDING**

**BETWEEN:            CITY OF KIMBERLEY**  
**OF THE FIRST PART**

**AND:                    UNITED STEELWORKERS OF AMERICA**  
**LOCAL 935**  
**OF THE SECOND PART**

**SUBJECT:             FLEXIBLE BENEFITS**

**APPLICABLE TO:    ALL REGULAR EMPLOYEES**

The City of Kimberley and the United Steelworkers of America, Local 935 hereby mutually agree as follows:

1.     The parties shall discuss the implementation of flexible benefits during the term of the Agreement on the basis of the following:
  - (a)    there will be no additional cost to the city as a result of the implementation of flexible benefits;
  - (b)    the terms of the carrier's plan permits flexible benefits; and
  - (c)    the following benefits are considered as "core" benefits that must be in place for all eligible regular employees:
    - group life insurance;
    - superannuation;
    - long term disability; plus
    - others that may be agreed to by the parties.

It is the intent of the City and the Union that this Letter of Understanding will take effect November 26, 1999 (date of Union ratification).

**LETTER OF UNDERSTANDING NO. 14 - CITY OF KIMBERLEY AND  
USWA LOCAL 935 – FLEXIBLE BENEFITS  
PAGE 2 – MAY 5, 2000**

Signed the \_\_\_\_\_ day of May, 2000 at Kimberley in the Province of British  
Columbia.

**FOR THE UNION:**

**FOR THE CITY:**

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Authorized Signatory

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 8.30 of this  
 Agreement  
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 Hourly  
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 listed below  
 becomes  
 effective on  
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 specified:

DATE:  
 March 1,  
 1999 to  
 February 28,  
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Agreement between City of Kimberley and United Steelworkers of America, Local 935  
 March 1, 1999 – February 28, 2002

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Agreement between City of Kimberley and United Steelworkers of America, Local 935  
 March 1, 1999 – February 28, 2002

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JOB CLASS	TRAININ G	STARTING	INTER.	STANDAR D	NO. OF TRAININ G PERIOD S
0				15.01	Nil
1			15.01	15.67	One 3 month
2		15.01	15.67	16.36	Two 3 month
3		15.67	16.36	17.01	Two 6 month
4		16.36	17.01	17.70	Two 6 month
5		17.01	17.70	18.36	Two 6 month
6		17.70	18.36	19.06	Two 6 month
7		18.36	19.06	19.73	Two 6 month
8	18.36	19.06	19.73	20.42	Three 6 month
9	19.06	19.73	20.42	21.08	Three 6

Agreement between City of Kimberley and United Steelworkers of America, Local 935  
March 1, 1999 – February 28, 2002

10	19.73	20.42	21.08	21.77	month Three 6 month
11	20.42	21.08	21.77	22.43	Three 6 month
12	21.08	21.77	22.43	23.12	Three 6 month
13	21.77	22.43	23.12	23.76	Three 6 month
14	22.43	23.12	23.76	24.47	Three 6 month
15	23.12	23.76	24.47	25.14	Three 6 month

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JOB CLASS	TRAININ G	STARTIN G	INTER.	STANDA RD	NO. OF TRAININ G PERIOD S
0				15.16	Nil
1			15.16	15.83	One 3 month
2		15.16	15.83	16.53	Two 3 month
3		15.83	16.53	17.18	Two 6 month
4		16.53	17.18	17.88	Two 6 month
5		17.18	17.88	18.54	Two 6 month
6		17.88	18.54	19.25	Two 6 month
7		18.54	19.25	19.93	Two 6 month
8	18.54	19.25	19.93	20.63	Three 6 month

Agreement between City of Kimberley and United Steelworkers of America, Local 935  
March 1, 1999 – February 28, 2002

9	19.25	19.93	20.63	21.29	Three 6 month
10	19.93	20.63	21.29	21.99	Three 6 month
11	20.63	21.29	21.99	22.66	Three 6 month
12	21.29	21.99	22.66	23.35	Three 6 month
13	21.99	22.66	23.35	24.00	Three 6 month
14	22.66	23.35	24.00	24.72	Three 6 month
15	23.35	24.00	24.72	25.39	Three 6 month

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 follows:

JOB CLASS	TRAININ G	STARTING	INTER.	STANDARD	NO. OF TRAININ G PERIOD S
0				15.27	Nil
1			15.27	15.95	One 3 month
2		15.27	15.95	16.65	Two 3 month
3		15.95	16.65	17.31	Two 6 month
4		16.65	17.31	18.01	Two 6 month
5		17.31	18.01	18.68	Two 6 month
6		18.01	18.68	19.39	Two 6 month
7		18.68	19.39	20.08	Two 6 month
8	18.68	19.39	20.08	20.78	Three 6 month
9	19.39	20.08	20.78	21.45	Three 6 month
10	20.08	20.78	21.45	22.15	Three 6 month
11	20.78	21.45	22.15	22.83	Three 6 month
12	21.45	22.15	22.83	23.53	Three 6 month
13	22.15	22.83	23.53	24.18	Three 6

Agreement between City of Kimberley and United Steelworkers of America, Local 935  
 March 1, 1999 – February 28, 2002

14	22.83	23.53	24.18	24.91	month Three 6 month
15	23.53	24.18	24.91	25.58	Three 6 month

SCHEDULE "A"

OUTSIDE  
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STANDARD  
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 WAGE  
 SCALE

In accordance with Clause 8.04 of this Agreement and the provisions of the Co-operative Wage Study, the Standard Hourly Wage Scale listed below becomes effective on the dates specified.

DATE:

Agreement between City of Kimberley and United Steelworkers of America, Local 935  
 March 1, 1999 – February 28, 2002

March 1, 1999 to February 28, 2002		JOB CLASS	FEB 28/98	+1.5%	MAR 1/99	+ MAR 1/00	+ MAR 1/01
					19.50	19.69	19.84
		1	19.21	0.29	19.50	19.69	19.84
					19.77	19.97	20.12
		2	19.48	0.29	19.77	19.97	20.12
					20.05	20.25	20.40
		3	19.75	0.30	20.05	20.25	20.40
					20.31	20.51	20.66
		4	20.01	0.30	20.31	20.51	20.66
					20.53	20.74	20.90
		5	20.23	0.30	20.53	20.74	20.90
					20.80	21.01	21.17
		6	20.49	0.31	20.80	21.01	21.17
					21.06	21.27	21.43
		7	20.75	0.31	21.06	21.27	21.43
					21.28	21.50	21.66
		8	20.97	0.31	21.28	21.50	21.66
					21.56	21.77	21.93
		9	21.24	0.32	21.56	21.77	21.93
					21.81	22.03	22.20
		10	21.49	0.32	21.81	22.03	22.20
					22.10	22.32	22.49
		11	21.77	0.33	22.10	22.32	22.49
					22.33	22.55	22.72
		12	22.00	0.33	22.33	22.55	22.72

Agreement between City of Kimberley and United Steelworkers of America, Local 935  
 March 1, 1999 – February 28, 2002

				2	1	
				2	7	
13	22.24	0.33	22.57	C	22.80	C 22.97
				.	.	
				2	1	
				3	7	
14	22.51	0.34	22.85	C	23.08	C 23.25
				.	.	
				2	1	
				3	7	
15	22.77	0.34	23.11	C	23.34	C 23.52
				.	.	
				2	1	
				3	8	
16	23.02	0.35	23.37	C	23.60	C 23.78
				.	.	
				2	1	
				3	8	
17	23.27	0.35	23.62	C	23.86	C 24.04
				.	.	
				2	1	
				4	8	
18	23.53	0.35	23.88	C	24.12	C 24.30
				.	.	
				2	1	
				4	8	
19	23.78	0.36	24.14	C	24.38	C 24.56
				.	.	
				2	1	
				4	8	
20	24.03	0.36	24.39	C	24.63	C 24.81
				.	.	
				2	1	
				4	8	
21	24.28	0.36	24.64	C	24.89	C 25.08
				.	.	
				2	1	
				5	9	
22	24.53	0.37	24.90	C	25.15	C 25.34
				.	.	
				2	1	
				5	9	
23	24.79	0.37	25.16	C	25.41	C 25.60
				.	.	
				2	1	
				5	9	
24	25.03	0.38	25.41	C	25.66	C 25.85
				.	.	
				2	1	
				5	9	
25	25.30	0.38	25.68	C	25.94	C 26.13
				.	.	
				2	1	
				6	9	

Lead Hand:  
 Employees

performing  
Lead Hand  
duties as  
defined in  
the CWS  
manual,  
Article 2.01  
(J),  
shall be paid  
two job  
classes over  
the highest  
job class in  
the group  
lead, as per  
CWS  
Manual  
Article  
3.10.

**Cost of  
Living  
Allowance**

C.O.L.A. of  
One Cent  
(\$0.01) for  
each .35  
increase in  
the  
Consumer  
Price Index  
(All Canada  
1971 = 100).

This  
C.O.L.A.  
clause is  
deemed  
inactive  
during the  
term of this  
Agreement,  
such that no  
C.O.L.A. will  
be earned or  
paid.

**"SCHEDULE A2"  
 OUTSIDE WORKERS  
 LEARNER PERIOD  
 CLASSIFICATION ANALYSIS**

**NOVEMBER 26, 1999**

<b>JOB REQUIRING LEARNER RATE</b>	<b>MONTHS FACTOR 2</b>	<b>JOB CLASS</b>	<b>NO. OF LEARNER PERIODS</b>	<b>1ST PERIOD</b>
TRUCK SNOW PLOW OPERATOR	7 - 12	9	1	8
FRONT END LOADER OPERATOR	7 - 12	10	1	8
STREET SWEEPER OPERATOR	7 - 12	10	1	8
GRADER OPERATOR	13 - 18	12	2	8
LOADER BACKHOE OPERATOR	13 - 18	12	2	8
STORES CLERK	19 - 24	14	3	8