

COLLECTIVE AGREEMENT

BETWEEN

CITY OF QUESNEL
(Recreation Centre/Swimming Pool Complex)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3176

January 1, 1999 - June 7, 2002

I N D E X



ARTICLE 1 - PURPOSE OF AGREEMENT2

ARTICLE 2 - MANAGEMENT RIGHTS4

ARTICLE 3 - RECOGNITION AND NEGOTIATION5

ARTICLE 4 - HUMAN RIGHTS6

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT7

ARTICLE 6 - CHECK-OFF OF UNION DUES7

ARTICLE 7 - EMPLOYEE ORIENTATION8

ARTICLE 8 - CORRESPONDENCE8

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE8

ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS9

ARTICLE 11 - GRIEVANCE PROCEDURE10

ARTICLE 12 - ARBITRATION11

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE14

ARTICLE 14 - SENIORITY16

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES17

ARTICLE 16 - LAYOFFS AND RECALLS19

ARTICLE 17 - HOURS OF WORK20

ARTICLE 18 - OVERTIME22

ARTICLE 19 - GENERAL PROVISIONS24

ARTICLE 20 - PAID HOLIDAYS25

ARTICLE 21 - VACATIONS26

ARTICLE 22 - LEAVE OF ABSENCE29

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES34

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION35

ARTICLE 25 - EMPLOYEE BENEFIT PLANS36

ARTICLE 26 - HEALTH AND SAFETY38

ARTICLE 27 - TECHNOLOGICAL CHANGE40

ARTICLE 28 - UNIFORM AND CLOTHING ALLOWANCE40

ARTICLE 29 - GENERAL CONDITIONS41

ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS43

ARTICLE 31 - COPIES OF AGREEMENT43

ARTICLE 32 - GENERAL43

ARTICLE 33 - TERM OF AGREEMENT44

SCHEDULE "A"45

LETTER OF AGREEMENT NO. 146

LETTER OF AGREEMENT NO. 247

LETTER OF AGREEMENT NO. 348

LETTER OF AGREEMENT NO. 449

LETTER OF AGREEMENT NO. 550

THIS AGREEMENT entered into this ____ day of _____, 2000

between: THE CITY OF QUESNEL
(hereinafter referred to as "the Employer")

Party of the First Part,

and: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3176
(hereinafter referred to as "the Union")

Party of the Second Part.

ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 It is the purpose of both parties to this Agreement:

- (1) To improve relations between the Employer and the Union and provide settled and just conditions of employment;
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- (3) To offer an effective and efficient service to the public;
- (4) To promote the morale, well-being and security of all employees.

1.02 Definitions of Employees

(a) Employee

An employee shall be defined by the definition of employee in the Labour Relations Code of British Columbia.

(b) Regular Full-time Employee

Regular full-time employee shall be defined as a person who satisfactorily completes the probationary period with the City and who is employed on a regular full-time basis. Regular full-time employees shall enjoy all provisions of the Collective Agreement, with their seniority date being recognized as the date of hire.

(c) Regular Part-time Employee

Regular part-time employee shall be defined as a person who satisfactorily completes the probationary period with the City and who is employed on a regular basis for a minimum of twenty-six (26) hours per week and less

than those hours of a regular full-time employee. Regular part-time employees shall enjoy all provisions of the Collective Agreement, except that sick leave, vacations and statutory holidays shall be pro-rated. Seniority for regular part-time employees shall be recognized from the date of hire.

(d) Part-time Employee

Part-time employee shall be defined as a person who satisfactorily completes the probationary period with the City and who is regularly scheduled to work less than twenty-six (26) hours per week. A part-time employee shall enjoy all provisions of the Collective Agreement except where specifically modified. Part-time employees' seniority shall be recognized in hours worked.

Part-time employees shall receive eighty-five cents (\$.85) per hour in lieu of the employee benefits plan.

As per Article 25.02 of this Agreement, part-time employees who normally work in excess of twenty (20) hours per week may choose to participate in the Group Medical Services Plan. The premium in lieu of benefits paid to these employees will be reduced to forty-five cents (\$.45) per hour.

(e) Casual Employee

Casual employee shall be defined as a person who is employed on a day-to-day basis, or on call. A casual employee shall not be used unless regular part-time employees (first) and part-time employees (second) are unavailable.

A casual employee may be hired as temporary replacement necessitated by illness, injury, leave of absence, vacation or temporary filling of a vacancy, provided that in all cases regular part-time and part-time employees are unavailable and the duration of casual employment shall not exceed thirty (30) days, unless the period is extended by mutual agreement.

Casual employees shall accumulate seniority on an hourly basis, but shall not be entitled to benefits.

(f) **Limited Duration Employee**

A limited duration employee shall be defined as a student, or a person who is employed on a regularly scheduled basis, to deliver new programs for a period of between thirty (30) and one hundred and eighty (180) calendar days. Limited duration positions may be filled without postings with prior written approval from the Union. The employer agrees to notify the Union in writing of the start date and the end date of all limited duration positions.

A limited duration employee shall receive eighty-five cents (\$.85) in lieu of benefits coverage. A limited duration employee who satisfactorily completes the probationary period with the City and who works a minimum of twenty-six (26) hours per week shall have seniority recognized from his/her date of hire. Such employees who work less than twenty-six (26) hours per week shall accumulate seniority on an hourly basis.

A limited duration employee who works in excess of one hundred and eighty (180) calendar days shall fall, retroactive to his/her date of hire, into the applicable "regular full-time", "regular part-time" or "part-time employee" category.

Part-time seniority is recognized as hours worked as identified in subsection (d).

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

- (1) The Union recognizes the right of the Employer to operate and manage in accordance with its commitments and responsibilities.
- (2) Management shall have the right to maintain order, discipline, and efficiency.
- (3) Management shall have the right to discharge, discipline or demote for just and reasonable cause, and to hire, promote, retire and classify employees.
- (4) The above rights shall be exercised in a manner consistent with the Articles of this Agreement, and management actions may be subject to the grievance procedure.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 (a) Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 3176 as the sole and exclusive collective bargaining agent on behalf of all employees recognized by this Agreement.

(b) No Other Agreements

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

3.02 Work of the Bargaining Unit

Persons, paid or unpaid, outside the bargaining unit shall not perform duties normally performed by members of the bargaining unit. However, the benefits of volunteer community service shall be recognized, and management and other agencies using the facilities may from time to time use volunteer helpers on special programs, upon advance notification to the Union.

It is agreed that no employee will be replaced, displaced, laid off, or suffer a reduction in hours of employment due to the use of volunteers.

The Employer shall not utilize contract workers to teach Red Cross Instructor Training, R.L. Instructing, CPR, First Aid, NLS or aquasizes. Such courses shall be instructed by bargaining unit members wherever possible, unless no bargaining unit member is qualified to do so, or can be reasonably scheduled to do so, or the Aquatic Programmer requires teaching hours to maintain qualification, in which case the Aquatic Programmer may teach the course or schedule outside persons.

Employees teaching such courses shall be paid their classified rate of pay, but in no case shall the rate paid be less than the Guard Instructor II rate.

3.03 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement, after first notifying the designated supervisory official in

advance of their intention and purpose for entering. They shall not interfere with the operations.

3.04 Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration.

Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. An employee performing such Union duties shall incur no loss of wages for time so spent. The Union recognizes that the employee's primary responsibility is to the Employer and will normally give reasonable notice of absence in order that adjustments and/or replacement staff can be located. On resuming his normal duties, the employee shall notify his supervisor.

3.05 Union Meeting Attendance

Elected Union officers working shift work shall be permitted to attend Union meetings scheduled during their working hours, with no loss in pay, provided every attempt is made by the Union not to interfere with the work schedule.

ARTICLE 4 - HUMAN RIGHTS

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination exercised or practised with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, or any other action, by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of his membership or activity in the Union, or any other reason.

4.02 Human Rights Acts

Any claim by an employee or the Union pertaining to a violation of the Constitution of Canada, the Human Rights Acts, or the Employment Standards Act, or any other labour relations legislation, may be the subject of a grievance which shall be processed in accordance with the grievance procedure.

4.03 **Personal and Sexual Harassment**

The Employer and the Union recognize the right of employees to work in an environment free from personal or sexual harassment, and agree to cooperate in attempting to resolve in a confidential manner all complaints of harassment which may arise in the work place.

Any complaint or allegation of harassment at the workplace will first be dealt with in compliance with The City of Quesnel's policy on harassment. Any complaint or allegation of harassment at the workplace which is not satisfactorily resolved, shall be dealt with by the parties through the grievance procedure. Where persons named in the Grievance procedure are involved in the issue at question, the issue shall automatically proceed to the next step of the grievance procedure.

The Employer undertakes to discipline any person, whether employed by the Employer or representing the Employer, shown to be engaging in personal or sexual harassment of an employee.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 **All Employees To Be Members**

As a condition of employment, all new employees shall be covered by this Agreement, unless specifically altered, and shall become and remain members in good standing of the Union at the end of thirty (30) days of employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 **Check-off Payments**

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

6.02 **Deductions**

Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following that for which the dues were levied. A list of employees, and the amount deducted from each person, will also be supplied.

6.03 Dues Receipts

At the same time that income tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

ARTICLE 7 - EMPLOYEE ORIENTATION

7.01 **On commencing employment, an employee's immediate supervisor shall introduce the new employee to his/her Union Steward or representative.** The Employer will provide new employees with a copy of this Agreement and will obtain the signature of the employee on the Union dues deduction authorization card.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass between the City Administrator (or designate) and the Recording Secretary of the Union.

A copy of any correspondence between the Employer or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement, shall be forwarded to the Secretary of the Union or his/her designate.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

9.01 Labour/Management Committee

- (a) A Labour/Management Committee shall be established consisting of up to four (4) representatives of the Union and up to four (4) representatives of the City. The Committee shall enjoy the full support of both parties in the interest of improved service to the public and job security for the employees.
- (b) The Labour/Management Committee meetings shall take place on a quarterly basis, which is to mean every third month, or whenever requested by either party.
- (c) Minutes of Labour/Management Committee meetings shall be jointly signed and posted on all bulletin boards, such signatures to indicate acknowledgement of topics of discussion only.

- (d) The Committee shall concern itself with the wellbeing of the City of Quesnel as a whole but more particularly, with those matters as listed below:
 - (i) Considering constructive criticisms of all activities involving employees so that better relations shall exist between the City and the employees.
 - (ii) Improving and extending services to the public.
 - (iii) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
 - (iv) Correcting conditions causing grievances and misunderstandings.
- (e) In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement, however such meeting must be held not later than ten (10) calendar days after the request has been given.
- (f) Any representative of the Union on this Committee who is in the employ of the City shall have the privilege of attending meetings of the Committee which will be held within working hours without loss of remuneration. In the event a meeting continues past the regular hours of work, no additional wages shall be paid to committee members.
- (g) Each party to this Agreement shall have the right to the assistance of any additional representative when dealing or negotiating with the other party.

ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 Representatives

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

10.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union members of the Committee.

10.03 Time Off for Meeting

Any representative of the Union or the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration. Representatives of the Bargaining Committee shall not be required to work graveyard shift on days that are scheduled for meetings. Bargaining representatives shall receive full pay for shifts lost.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Recognition of Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Union agrees to limit the number of Stewards to a maximum of three (3). The Steward may assist any employee which the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure.

11.02 Names of Stewards and Union Officers

The Union shall notify the Employer in writing of the name of each Steward and the department(s) he/she represents, and the names of Union Officers, before the Employer shall be required to recognize him/her.

11.03 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement, or a case where it is alleged that the Employer or Union has acted unjustly, improperly, or unreasonably.

11.04 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1 In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have his/her Steward present. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union Steward, to Step 2 of the grievance procedure.

Step 2 The aggrieved employee(s) will submit the grievance to the Union within ten (10) days of the procedure outlined in Step 1. At each step of the grievance procedure, the grievor shall have the right to be present.

Step 3 Within five (5) working days, the Union will submit to the Director of Recreation and Leisure Services, a written statement of the particulars of the grievance and the redress sought. The Director shall render his/her decision in writing within five (5) working days after receipt of such notice.

Step 4 Failing settlement being reached in Step 3, the Union will submit the written grievance to the City Administrator, who shall render his decision in writing within ten (10) working days.

Step 5 Failing a satisfactory settlement being reached in Step 4, either party may refer the dispute to arbitration.

11.05 Policy Grievance

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

11.06 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 12 - ARBITRATION

12.01 Composition of Board of Arbitration

After the grievance procedure has been followed and no settlement reached, then either party may request that the grievance be submitted to arbitration. The request shall be made in writing, addressed to the other party of the Agreement. Within five (5) working days thereafter each party shall name an arbitrator to an

arbitration board and notify the other party of the name and address of its appointee and these two (2) appointees shall endeavour to agree upon and name a Chairman. If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a Chairman within five (5) working days, the appointment shall be made by the Minister of Labour upon the request of either party.

12.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

12.03 Board Procedure

The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to it. The Board shall commence its proceedings within five (5) days after the Chairman is appointed. It shall hear and determine the difference or allegation and render its decision within ten (10) days from the time of commencement of proceedings. The decision of the majority shall be the decision of the Board.

12.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

12.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

12.06 Expenses of the Board

Each party shall pay:

- (1) The fees and expenses of the arbitrator it appoints.
- (2) One half of the fees and expenses of the Chairperson.

12.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties.

12.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witness and any other witnesses. The City agrees that any written statement against any member of the Union by another member of the Union shall not be used in grievances, arbitration, or any other matter excepting accident matters, that could be detrimental to employees or the Union. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the City's premises to view any working conditions which may be relevant to the settlement of the grievance. The party subpoenaing witnesses shall be responsible for the cost of the witness.

12.09 Attendance at Arbitration

Two (2) representatives of the Union and the grievor(s) shall be entitled to attend at arbitrations without loss of pay and benefits.

12.10 Expedited Arbitration

- (a) The parties shall determine by mutual agreement those grievances suitable for expedited arbitration.
- (b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one (1) month.
- (c) The location of the hearings is to be agreed by the parties.
- (d) All presentations are to be short and concise, and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

- (e) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (f) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (g) The decision of the arbitrator shall be completed and mailed to the parties within ten (10) working days of the hearing.
- (h) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (i) The expedited arbitrators who shall act as sole arbitrators shall be Joan Gordon and John Kinzie.
- (j) The expedited arbitrator shall have the same powers and authority as an arbitrator established under the B.C. Labour Relations Code.
- (k) The decision of the arbitrator shall be final and binding on the parties.
- (l) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (m) The parties agree that there shall be no use of lawyers in these hearings.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Discipline Procedure

With the exception of verbal warnings, an employee being disciplined shall be notified in writing by the Employer, with full disclosure of the reasons, grounds for action, and/or penalty, with a copy to the Secretary of the Union.

13.02 Crossing of Picket Lines During Strike

All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined by the Labour Relations Code. Any employee failing to report for duty or refusing to cross a picket line shall not be subject to discipline and shall be considered absent without pay.

The Union agrees that it will not cause, authorize or sanction a strike as defined by the Labour Relations Code, which includes slowdowns, work stoppage or the

curtailment of work or services, and the Employer agrees that it will not cause, authorize or sanction a lock-out as defined by the Labour Relations Code, during the term of the Collective Agreement.

13.03 Right to have Steward Present

An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.

A Steward or Local Union officer shall have the right to consult with a CUPE Staff Representative and to have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

13.04 Personnel Records

Employees shall be permitted access to their personnel files at a time mutually agreed upon between the employee and the employee's supervisor.

Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure.

No evidence from the employee's record may be introduced as evidence in any hearing, of which the employee was not aware at the time of filing.

An employee shall have the right to make copies of any material contained in his/her personnel record.

13.05 Removal of Material

Employees shall be permitted access to their personnel files at a time mutually agreed upon between the employee and the employee's supervisor. Upon the request of an employees, material of an adverse or disciplinary nature shall be removed from the employee's own personnel file after twelve (12) months providing there has been no material of a similar nature added during that period.

Employee evaluation results are exempt from this Article unless successfully grieved by the employee.

ARTICLE 14 - SENIORITY

14.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of service in the bargaining unit and shall be accrued based on the date of hire, **with the exception of “Part-time”, “Casual” and “Limited Duration” employee(s), who will accrue seniority as per Article 1.02.** Seniority shall be considered in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.

Employees on unpaid leaves of absence in excess of three months, excluding maternity leave and illness or accident leave, shall not accrue seniority for the total period of the absence.

Union leave and WCB shall read as follows:

Employees on unpaid leaves of absence in excess of three (3) months – excluding maternity leave, illness, accident, WCB and Union Leave as it relates to Article. 22.02(a) and (b).

14.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commences. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. A new list shall be posted every **three (3)** months.

14.03 Probation for Newly-Hired Employees

Regular full-time and regular part-time employees shall be on a probationary period for the first ninety (90) calendar days of employment. The probationary period of regular full-time and regular part-time employees may be extended by mutual agreement between the Employer and the Union.

Part-time and casual employees shall be on a probationary period for their first three hundred and sixty (360) hours of work, or until six (6) months expire from the date of hire, whichever comes first. In no case shall a probationary period be less than ninety (90) calendar days.

During the probationary period the employee shall be entitled to all rights of this Agreement, unless specifically exempted elsewhere herein. An employee will not accrue seniority until after completion of the probationary period, and then

seniority shall be effective from the original date of hire. Date of hire shall be defined as the first day of work.

14.04 Loss of Seniority

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

An employee shall lose his/her seniority only in the event:

- (1) He/she is discharged for just cause and is not reinstated;
- (2) He/she terminates his/her employment;
- (3) He/she is on layoff for more than one (1) year;
- (4) He/she is absent from work for three (3) or more days without notifying the Employer, unless extraordinary circumstances prevented such notification.
- (5) He/she rejects two (2) opportunities for recall under Article 16.04.

14.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority.

The employee shall have the right to return to his/her former position within sixty (60) days. The Employer shall also have the right to reassign the employee to his/her former position within sixty (60) days. The position vacated by the transfer shall be filled as a temporary position for that period.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a new position is created or when a vacancy of a temporary or permanent nature occurs inside the bargaining unit, which shall include the resignation of an incumbent, the Employer shall post notice of the position on the Arts and Recreation Centre staff room bulletin board and the staff room bulletin board for a minimum of seven (7) calendar days, so that all members will know about the vacancy or new position. Vacancies shall be posted as soon as reasonably

possible. Vacancies arising from normal retirement shall be posted sixty (60) calendar days prior to the employee's normal retirement date.

For the sake of this Article, a temporary vacancy shall be defined as a temporary vacancy period of more than **forty-five (45) calendar** days in duration.

If a regular employee fills the temporary position, any associated vacancies created as a result do not require a job posting. The associated vacancy will be filled by seniority and qualifications from within the bargaining unit. If there is no employee who is qualified or willing to fill the vacancy, the Employer may fill the vacancy with a casual employee.

Upon completion of the temporary vacancy period, all employees shall be returned to their former position(s) held prior. The aforementioned process will apply in filling non-posting vacancies of less than forty-five (45) days.

If a regular employee fills the temporary position and is unable to complete the term they must provide two (2) weeks notice to their immediate supervisor.

15.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, normal hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All job postings shall state, "This position is open to male and female applicants."

15.03 Role of Seniority in Promotions and Staff Changes

Both parties recognize the principle of promotion within the service of the Employer, and that job opportunity should increase in proportion to length of service.

In matters concerning the promotion of employees, or staff changes, appointment will be made of the employee having the required qualifications and ability and the greatest seniority for the position. Appointments shall be made and filled within thirty (30) days of posting.

15.04 Outside (External) Advertising

No outside advertisement for any vacancy shall be placed until the applications of present Union members (including casuals) have been fully processed, unless otherwise agreed to by the Employer and the Union. **The Union agrees to expedite any such requests received from the Employer. Either party can confirm in writing at a later date.**

15.05 Trial Period

The successful applicant shall be given a trial period of one (1) calendar month. Condition on satisfactory service, the employee shall be declared permanent upon the expiration of the trial period. In the event that the successful applicant proves unsatisfactory for the position during the trial period, or if he/she is unable or unwilling to continue to perform the duties, he/she will be returned to his/her former position without loss of seniority. Any employee promoted or transferred because of the rearrangement of positions shall also be returned without loss of seniority.

15.06 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, each applicant shall be advised of the result of the competition, a copy of which result shall be posted on all bulletin boards. Unsuccessful applicants shall be entitled to discuss the matter upon request.

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement. The Union recognizes that the economic situation or degree of public participation may require layoffs from time to time. The Union also recognizes that the facility may be closed all or in part for a period not to exceed one (1) month per annum. Only staff required for maintenance purposes and other services that continue through this period will be called in to work.

16.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a layoff, the employees shall be laid off in

the reverse order of their bargaining-unit-wide seniority and may exercise their right to bump any employee with less seniority provided the senior employee is qualified to perform the available work.

A regular part-time or part-time employee cannot exercise their right to bump into a regular full-time position.

16.03 Recall Procedure

Employees on layoff shall be recalled in the order of their seniority, providing they are qualified to perform the work available.

16.04 **Hiring and Recall**

New employees shall not be hired until those laid off employees with seniority have been given an opportunity of recall.

If an employee is recalled to work, either from layoff status or the recall list, and the employee refuses, Article 14.04 (5) will be effective from the date the employee was recalled to work.

16.05 Advance Notice of Layoff

Unless legislation is more favourable to employees, the Employer shall notify all regular full-time and regular part-time employees who are to be laid off thirty (30) days prior to the effective date of the layoff, or award pay in lieu thereof.

The Employer shall notify all part-time employees who are to be laid off fifteen (15) days prior to the effective date of the layoff, or award pay in lieu thereof.

16.06 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be handled by the grievance procedure, commencing at Step 3.

ARTICLE 17 - HOURS OF WORK

17.01 Full-Time Employees

(a) Aquatic Staff

The normal weekly hours of work will be the equivalent of thirty-five (35) hours per week (seven [7] hours per day).

(b) Office Staff

The normal weekly hours of work will be the equivalent of thirty-five (35) hours per week (seven [7] hours per day).

c) Maintenance Staff

The normal weekly hours of work will be the equivalent of **forty (40)** hours per week, **with a one-half (1/2) hour paid meal break.**

(d) Program Staff

The normal weekly hours of work will be the equivalent of thirty-seven and one-half (37.5) hours per week (seven and one-half [7.5] hours per day).

A rotational shift pattern may be substituted by mutual agreement between the Employer and the Union. Where mutual agreement is reached, overtime rates will not apply until the normal weekly hours, or the mutually agreed daily hours are exceeded.

(e) Shift Pattern

The normal shift pattern will be five (5) consecutive days with two (2) consecutive days off. A four (4) day work week with three (3) consecutive days off may be substituted by mutual agreement. Where mutual agreement is reached, overtime rates will not apply until the normal weekly hours or the mutually agreed daily hours are exceeded.

17.02 Reporting Pay Guarantee

An employee reporting for work on his/her regular schedule of work shall be paid his/her regular rate of pay for the entire period of work, with a minimum of two (2) hours pay.

17.03 Hours of Work – Regular Part-time and Part-time

Regular part-time and part-time employees shall not work in excess of the hours of work outlined in Article 17.01, and shall be entitled to a minimum of two (2) consecutive days off in each seven (7) day rotation unless otherwise mutually agreed between the employee and the Employer. Employees who wish to waive their entitlement to two (2) consecutive days off in a seven (7) day rotation shall complete and sign a copy of a waiver form to be supplied by the Employer. The Employer agrees to provide to the Union copies of all waiver forms received.

At any time after signing the waiver form an employee can provide to the Employer in writing his/her intention to retract the waiver form. The employee must however provide a minimum of fourteen (14) days notice of his/her intention to retract the waiver form in order to provide continuity to program staffing.

17.04 Call-In, Extra Hours

The Employer shall maintain an up-to-date seniority list by job classification for the purpose of calling employees for extra hours such as sick leave coverage. Therefore, in the event of call-in, qualified regular part-time employees shall be called in first in order of bargaining-unit-wide seniority. They shall be followed by qualified part-time employees in order of bargaining-unit-wide seniority, then by qualified casual employees in order of bargaining-unit-wide seniority.

ARTICLE 18 - OVERTIME

18.01 Overtime Defined

All time worked by regular full-time employees before or after the normal daily hours, the regular weekly hours, or on a paid holiday as provided by Article 20.01, or a scheduled day off (including vacation days), shall be considered overtime.

All time worked by other employees in excess of the normal hours of work as defined in Article 17.01 shall be considered overtime.

18.02 Overtime Pay

- (a) All overtime work shall be paid at the rate of time and one-half (1½X) for the first two (2) hours and double time (2X) thereafter.
- (b) For part-time employees, overtime rates shall be payable only when the full-time daily or weekly hours are exceeded or when the mutually agreed shift hours are exceeded, whichever is the greater.

18.03 Callout Overtime

- a) **Callout is defined as being called back to work following completion of an employee's regular shift except when prescheduled notice is provided. If notice is provided, all hours worked should be in accordance with Article 18.02 -- Overtime Pay.**
- b) **Callout overtime prevails when an employee reports for and works overtime during a period of time not immediately following completion**

of his/her regular working hours. Regular full-time and regular part-time employees, who are called out and agree to work outside his/her working hours, shall be paid for a minimum of two (2) hours at double time (2x) his/her regular rate of pay.

- c) If the callout is immediately preceding the commencement of the regular working day, the employee shall be paid double time (2x) only for the time worked prior to the commencement of his regular work day. Call outs shall not be considered as a shift.**
- d) All call outs start at the time the employee arrives at work.**

18.04 Compensation for Work on Paid
Holidays Not Regularly Scheduled

A full-time employee who works on a paid holiday as defined in Article 20.01, when the employee was not scheduled to work, shall be paid at the rate of double time (2X) for the work performed, and will receive another day off without loss of pay at a time designated by the employee.

A part-time employee who works on a paid holiday as defined in Article 20.01, when the employee was not scheduled to work, shall be paid at the rate of double time (2X) for the work performed plus regular statutory holiday pay entitlement.

18.05 Overtime Meal Allowance

An employee required to work more than four (4) hours overtime shall be provided with a meal allowance of up to ten dollars (\$10.00) upon presentation of receipt. Additional meal allowances shall be paid for each additional four (4) hour period of overtime required to be worked.

18.06 No Reduction of Hours to Compensate for Overtime

While the parties recognize the provisions of Article 18.07, the Employer agrees not to reduce the regular hours of work scheduled for the employee.

18.07 Minimum Overtime

Overtime work shall not be compulsory and the Employer shall keep overtime to a minimum.

18.08 Time Off in Lieu of Overtime

Instead of cash payment for overtime, full-time and regular part-time employees may choose to bank time off at the applicable overtime rate, to a maximum of ten (10) days. Time off shall be taken at a time agreeable to the employee and the Employer. Overtime banked in any year must be taken by April 30 of the following year.

ARTICLE 19 - GENERAL PROVISIONS

19.01 Rest Between Change of Shifts

Failure to provide at least **ten (10)** hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such periods.

19.02 Shift Differential

A shift premium of **sixty-five cents (\$.65)** shall apply on all shifts in which any hours are worked between 6:00 p.m. and 11:00 p.m., and **eighty-five cents (\$.85)** on all shifts in which any hours are worked between 11:00 p.m. and 6:00 a.m. **Shift premium shall be calculated on regular hours worked.**

- (1) Any shift in which half the hours or greater are worked before 6:00 a.m. or after 6:00 p.m. will be paid shift differential for the entire shift (i.e., 3-10 p.m., 5-10 p.m., midnight to 7 a.m., 2-9 a.m.)
- (2) Any shift in which one hour or greater but less than half the shift is worked before 6 a.m. or after 6 p.m. will be paid shift differential only for the hours worked in the shift differential time period (i.e., 4-7 p.m. = 1 hour, 5-10 a.m. = 1 hour.)
- (3) Any shift in which less than one hour is worked before 6 a.m. or after 6 p.m. will not be paid shift differential. This is in effort to reduce accounting paperwork.

19.03 Mealtimes and Rest Periods

- (a) Employees in all positions shall work consecutive hours including mealtimes, except the Program Co-ordinator position whose consecutive hours shall be broken by an unpaid half-hour meal break.

The paid mealtimes will be observed as a half-hour which will be taken as duties permit, and may be intermittent.

The Employer will make every effort to ensure that employees have the time to eat and to use washroom facilities.

(b) Rest Periods

All employees shall be permitted a ten (10) minute rest period in both the first and second half of a shift.

ARTICLE 20 - PAID HOLIDAYS

20.01 Paid Holidays

The Employer recognizes the following as paid holidays:

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

And, one (1) additional floater day **for those entitled employees who were hired prior to November 2, 1999** to be taken at a mutually agreeable time. **Effective November 2, 1999 the floater day entitlement will not be granted to any new employees hired.**

If another paid holiday is declared or proclaimed by the Federal or Provincial Government, this floater day shall become that declared or proclaimed paid holiday.

20.02 Pay for Regularly Scheduled Work on a Paid Holiday

A part-time employee who is scheduled to work on a paid holiday as defined in Article 20.01 shall be paid at the rate of double time (2X) for the work performed, but regular statutory holiday pay entitlement otherwise payable will be waived.

A regular part-time employee as defined in Article 1.02, and a full-time employee who is scheduled to work on a paid holiday as defined in Article 20.01 shall be paid at the rate of double time (2X) for the work performed plus regular statutory holiday pay entitlement. The benefit entitlement for the regular part-time employee shall be prorated.

20.03 Compensation for Paid Holidays
Falling on Scheduled Day Off

When any of the above-noted holidays falls on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay in lieu of that holiday at a time mutually agreeable between the employee and the Employer.

ARTICLE 21 - VACATIONS

21.01 Entitlement - Prior to One Year of Service

Without completing one (1) full year of service, a regular part-time employee may schedule a one (1) week vacation without pay, subject to approval by the Employer. Holiday pay as a percentage of earnings will be paid to the employee as per Article 21.02.

21.02 Vacation Leave for Employees Hired Prior to November 2, 1999

Part-time employees may schedule vacation according to the following table. Part-time employees shall receive the percentage noted in the table below in lieu of any paid vacation days.

| Upon completion of years of continuous service | Full-Time Days | Part-time % |
|---|-------------------|----------------|
| One (1) | 15 | 6.0 |
| Two (2) | 16 | 6.2 |
| Three (3) | 17 | 6.5 |
| Four (4) | 18 | 6.9 |
| Five (5) | 19 | 7.3 |
| Six (6) | 20 | 7.7 |
| Seven (7) | 21 | 8.1 |
| Eight (8) | 22 | 8.5 |
| Nine (9) | 23 | 8.8 |
| Ten (10) | 24 | 9.2 |
| Eleven (11) to fourteen (14) | 25 | 9.6 |

Employees who were hired prior to November 2, 1999 shall be granted the additional following vacation entitlement for years of service greater than fourteen (14):

| <u>Upon completion of years of continuous service</u> | <u>Full-Time Days</u> | <u>Part-time %</u> |
|---|-----------------------|--------------------|
| Fifteen (15) | 26 | 10.0 |
| Sixteen (16) | 27 | 10.4 |
| Seventeen (17) | 28 | 10.8 |
| Eighteen (18) | 29 | 11.2 |
| Nineteen (19) | 30 | 11.5 |
| Twenty (20) | 30 | 11.5 |
| Twenty-one (21) and over | 33 | 12.7 |

In the twentieth (20th) year of service, an employee shall be entitled to one (1) additional week of vacation to be taken in a one-week block in that year.

In the thirtieth (30th) year of service, an employee shall be entitled to one (1) additional week of vacation. This shall be considered a “long service bonus”, and in the thirty-first (31st) year, the employee shall revert to the prior year’s vacation entitlement.

21.03 Vacation Leave for New Employees Hired After November 2, 1999

Part-time employees may schedule vacation according to the following table. Part-time employees shall receive the percentage noted in the table below in lieu of any paid vacation days.

Effective (date of ratification) November 2, 1999 new employees hired shall receive the following vacation entitlement:

- a) After one (1) year of continuous service, employees shall be granted three (3) weeks’ vacation with pay and in each year thereafter, up to and including the fourth (4th) year, they shall be granted three (3) weeks’ vacation with pay.
- b) Upon completion of four (4) years of continuous service, all employees shall receive in addition to the provisions outlined in section (a) immediately preceding, one (1) addition day of vacation for each additional years of service up to a maximum of thirty three (33) days’ vacation in accordance with the following schedule:

| <u>Years</u> | <u>Full-time Entitlement Days</u> | <u>Part-time % Entitlement</u> |
|--------------|-----------------------------------|--------------------------------|
| 5 | 16 | 6.2 |
| 6 | 17 | 6.5 |
| 7 | 18 | 6.9 |
| 8 | 19 | 7.3 |

| | | |
|--------------------|-----------|-------------|
| 9 | 20 | 7.7 |
| 10 | 21 | 8.1 |
| 11 | 22 | 6.5 |
| 12 | 23 | 8.8 |
| 13 | 24 | 9.2 |
| 14 | 25 | 9.6 |
| 15 | 26 | 10.0 |
| 16 | 27 | 10.4 |
| 17 | 28 | 10.8 |
| 18 | 29 | 11.2 |
| 19 | 30 | 11.5 |
| 20 | 30 | 11.5 |
| 21 and over | 33 | 12.7 |

- c) **In the twentieth (20th) year of service, an employee shall be entitled to one (1) additional week of vacation to be taken in a one-week block in that year.**
- d) **In the thirtieth (30th) year of service, an employee shall be entitled to one (1) additional week of vacation. This shall be considered a “long service bonus”, and upon the thirty-first (31st) year, the employee shall revert to the prior year’s vacation entitlement.**

21.04 Banking Vacation Credits

An employee entitled to three (3) weeks or more vacation shall be entitled to bank up to five (5) days annual vacation which must be taken within the next calendar year at the rate of pay prevailing when the vacation is taken.

21.05 Payment

Payment for vacations will be made at an employee's regular rate of pay, except if an employee has been working in a higher paid position for a majority of the sixty (60) working days preceding his vacation, in which case he shall receive the higher rate.

21.06 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time mutually agreeable between the employee and the Employer.

21.07 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, prior to using his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

21.08 Vacation Schedules

Prior to April 30, seniority will be used to determine preference of vacations. After April 30, vacation preference shall be on a first come/first served basis.

Time off requests for vacations prior to April should be submitted by December 31 to be considered on a seniority basis.

Vacation schedules, once approved by the Employer, shall not be changed except by mutual agreement between employee and Employer.

21.09 Approved Leave of Absence During Vacation

Vacation time covering those periods during an employee's scheduled vacation where the employee suffers illness which requires hospitalization or experiences a death in the family (as defined in Article 22.02), will be reinstated for use at a later time.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Leave of Absence for Union Functions

- (a) Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, executive and committee meetings of CUPE, its affiliated or chartered bodies, and any labour organizations with which the Union is affiliated, shall be allowed leave of absence with pay.
- (b) The Employer shall bill the Union for reimbursement of wages plus nineteen point five percent (19.5%) for benefits.
- (c) **Requests for leave of absence shall be forwarded in writing to the Human Resources Manager for approval. The Union agrees to provide, wherever reasonably possible, at least two (2) weeks advance notice, of the date(s) of such leave.**

22.02 Leave for Union and Public Duties

(a) **Union Office**

A limit of one (1) employee elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without loss of seniority and without pay by the City, for a period of up to one (1) year. Such leave **may** be renewed each year on request during his/her term of office. **A request must be in writing to the City Manager or designate, and when possible, reasonable notice shall be given.**

(b) **Public Office**

The Employer recognized the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay and without loss of seniority so that the employee may be a candidate in federal, provincial, or municipal elections.

Leave without pay shall be granted during regular working hours for employees who are publicly-elected officials to perform the duties of their office. **The request must be in writing to the City Manager or designate, and when possible, reasonable notice shall be given.**

22.03 Bereavement Leave

- (a) Bereavement shall be defined as the death or serious illness within the scope of this Article.
- (b) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to leave at his regular rate of pay. Such leave shall not exceed five (5) working days.
- (c) Immediate family is defined as an employee's parents, wife, husband, child (the previous four {4} to include common-law), brother, sister, father-in-law and mother-in-law. Consideration may be given in the case of any other relative permanently residing in the employee's household or with whom the employee permanently resides.

In the event of the death of the employee's grandparents, spouse's grandparents, fiancé, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee shall be entitled to leave for three (3) days for the purpose of attending the funeral. If an employee is on vacation at the time of bereavement, the employee shall be granted

bereavement leave and be credited the appropriate number of days to vacation leave credits.

A minimum of two (2) days with pay shall be provided if required for travel that is in excess of two hundred and fifty (250) kilometres from the City limits.

- (d) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave without pay.
- (e) In the case of bereavement leave for regular part-time and part time employees, an employee shall be granted upon request up to five (5) scheduled consecutive working days without loss of salary or wages. It is understood that days not scheduled within the bereavement period shall not be paid.

22.04 Leave for Court Appearances

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) An employee in receipt of his regular earnings while serving at court shall remit to the Employer all monies paid to him by the court, excluding travel, meals and other expenses.

22.05 Leave for Writing Examinations

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer.

22.06 Leave for Taking Courses

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer.
- (b) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enroll.

22.07 Maternity/Paternity Leave

A pregnant employee shall qualify for maternity leave upon completion of the initial probation period:

- (a) Upon request, the employee will be granted leave of absence without pay for a period of up to a maximum of six (6) months.
- (b) The period of maternity leave without pay shall be from twelve (12) weeks before the expected date of termination of the pregnancy, or earlier at the request of the employee.
- (c) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (d) On return from maternity leave, an employee shall be placed in her former position or, in the case where the position no longer exists, the employee shall be placed in a position of equal rank and pay.
- (e) Maternity leave shall be extended for up to an additional six (6) months for health reasons, where a doctor's certificate is presented.
- (f) Maternity/paternity leave would be extended on the same basis in the event of adoption.
- (g) Either parent may request parental leave. The parent must give four (4) weeks notice when requesting parental leave.
- (h) If the mother requests the parental leave, it must commence immediately following the end of maternity leave taken under the Act, unless the Employer and employee agree otherwise.
- (i) If the father requests the parental leave, it can commence at any time within fifty-two (52) weeks following the birth.
- (j) Employees will accumulate seniority and service credits for vacation entitlement, and on return to work shall be entitled to all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

There shall be no prorating of any provisions of the Collective Agreement on return to work of any employee on maternity leave.

With respect to vacation entitlement, however, full-time employees shall receive full entitlement and full pay and part-time employees shall receive full entitlement and vacation equal to the applicable percentage of the hours worked in that year.

- (k) During the period of maternity leave, the Employer shall continue to pay the hospital, medical, dental, disability, group life, pension and other benefits of this Agreement, pursuant to Article 25.01.

22.08 Other Leave with Pay

- (a) Birth of an employee's child - one (1) day for the father.
- (b) Adoption of a child - two (2) days.
- (c) Attendance at a formal hearing to become a Canadian citizen - one (1) day.
- (d) Attendance at a funeral as a pallbearer - four (4) hours.

22.09 Leave for Medical and Dental Care

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees shall be permitted to a maximum of twice per year.

22.10 General Leave Without Pay

The parties agree to the following amendments:

An employee may be entitled to leave of absence without pay and without loss of seniority when he/she requests such a leave for good and sufficient cause. All requests must be approved by the City Manager.

- 1. Requests for a leave of absence without pay must be submitted in writing to the Department Head, at least sixty (60) calendar days in advance, stating the reason for leave and the time off requested. The City Manager may consider the request if the leave is requested less than sixty (60) calendar days in advance due to extenuating circumstances.**
- 2. The City Manager may wish to meet with the employee when considering the request for leave of absence.**

3. A request for leave of absence without pay will only be considered if an employee has totally exhausted all vacation leave and any banked overtime.
4. If the leave is approved, all benefits, with the exception of seniority, will not accrue during the approved leave of absence. Further, employees shall not receive sick leave credits or statutory holidays and pay increment dates will be adjusted accordingly.
5. An employee granted a general leave of absence would have the option of purchasing the following benefits during the leave: MSP, EHB , Dental, life insurance and Superannuation benefits pending approval of the Superannuation Commission.
6. Any employee wishing to continue benefit coverage during the leave of absence will be required to prepay full payment (employee and employer portions) as per the current premium rates. Payments must be made in advance or benefits will be cancelled.
7. Approved leaves shall not be considered as time past when dealing with a request for removal of disciplinary action on the employee's personnel file.
8. If the employee granted a leave does not return to work at the expiry of the leave date, or obtain further approval from the City Manager, the Employer will consider the employee to have resigned or abandoned the position unless a reasonable explanation is given.
9. Both parties acknowledge the principles for a general leave of absence as identified above, and as such agree, that a general leave of absence will not be granted for the purposes of obtaining employment with another employer, or to work for another department elsewhere in the organization.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

Employees will be paid every second Friday for the pay period ending the immediately preceding Sunday. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay, and deductions.

The Employer may not make deductions from wages or salaries unless authorized by the employee, by statute, court order, arbitration order, or by this Agreement. Overpayment of wages will be recovered in a fair and reasonable manner.

23.02 Pay on Transfer, Lower or Higher Rated Job

When an employee substitutes temporarily **as requested by the Employer** on any job, he/she, shall receive the rate of pay for the job or his/her regular rate of pay, whichever is greater **for those hours worked.**

23.03 Vacation Pay

Upon giving at least three (3) weeks notice, an employee may receive on the last office day preceding commencement of his/her annual vacation, any pay cheques which fall due during the scheduled vacation period.

23.04 Certification Premium

Maintenance employees shall receive a premium of forty-five cents (\$.45) per hour for Pool Operator I certification, and seventy cents (\$.70) per hour for Pool Operator II certification. Effective **January 1, 1998** any other employee holding certification shall receive thirty-five cents (\$.35) per hour. **Effective June 7, 1999 no additional new hires will be paid this certification unless they are classified as a maintenance employee.**

Employees who hold Pool Operator certification shall receive a premium of thirty-five cents (\$.35) per hour over and above their normal rate of pay.

23.05 Indemnity

The Employer agrees to indemnify all employees against each and every claim or action brought against the employee as a result of the lawful performance by the employee of his/her duties, except where the employee is found guilty of gross negligence, dishonesty, or wilful or malicious misconduct, or where the cause of the action is libel or slander.

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Rate Establishment Procedures

The Employer agrees to include job descriptions in the job postings for all positions in the bargaining unit. Such descriptions will be forwarded to the Union for input.

When a new job classification is created or an existing job substantially changed, a new or revised job description will be developed by the Employer after receipt of input from the Union.

The Employer and the Union shall then set a rate for the job. If no agreement on the rate can be reached, the matter will be settled by arbitration at the request of either party.

ARTICLE 25 - EMPLOYEE BENEFIT PLANS

25.01 Hospital, Medical and Dental Insurance

The Employer shall provide and pay the full premium cost for the following insurance benefits:

(a) Life Insurance

Life insurance at a principal amount equal to two times (2X) annual earnings, to a maximum of two hundred thousand dollars (\$200,000).

(b) Accidental Death & Dismemberment

Accidental death and dismemberment (AD&D) at a principal amount equal to two times (2X) annual earnings, to a maximum of two hundred thousand dollars (\$200,000).

(c) Weekly Income Benefits

Weekly income benefits equal to seventy-five percent (75%) of weekly salary, to a maximum amount of five hundred twenty-five dollars (**\$525**) per week, for a period of twenty-six (26) weeks commencing upon the first day for absence due to disabling injury and commencing upon the fourth day for absence due to illness.

(d) Long Term Disability

Long term disability income equal to seventy-five percent (75%) of regular salary, up to a maximum of three thousand dollars (\$3,000) per month, payable in the event of disability and in accordance with the plan in place at May 6, 1988.

(e) Dental Plan

Basic dental services as provided by Plan A - one hundred percent (100%) coverage, Plan B - Restorative Care, eighty-twenty (80%-20%) coinsurance, Plan C - Orthodontia, fifty-fifty (50%-50%) coinsurance.

(f) Medical Coverage

Extended health care benefits and B.C. Medical Plan.

(g) Vision Care

Effective June 7, 2000, Vision Care will be increased to three hundred dollars (\$300) per twenty-four month period.

(h) Hearing Aids

Effective June 7, 2000, employee(s) purchasing a hearing aid shall be provided coverage to one thousand dollars (\$1,000.00) per a twenty-four (24) month period. If the health and welfare plan does not provide this coverage, the Employer will reimburse the employee, upon submission of the receipt, the balance up to a maximum of one thousand dollars (\$1,000.00) in the form of general payment.

25.02 Part-Time Benefits

Part-time employees shall not be entitled to benefits coverage but shall be paid a premium on wage rate of eighty-five cents (\$.85) in lieu of such benefits coverage. Such payment in lieu of benefits pertains to Article 25.01(a), (b), (c), (d), (e), (f) and (g), and Article 25.03.

Part-time employees who normally work in excess of twenty (20) hours per week may choose to participate in the Group Medical Services Plan as per Article 25.01(f), but the premium in lieu of benefits coverage will be reduced to forty-five cents (\$0.45) per hour.

25.03 Sick Leave

In addition to the insured benefits, each regular employee will be entitled to six (6) days absence per year. Employees will receive one hundred percent (100%) of their regular rate of pay for the full six (6) days. Employees being accepted on the weekly indemnity plan shall be paid their wages for the three (3) day waiting period. Once accepted on the wage indemnity plan, an employee's sick leave bank shall be reimbursed the three (3) day waiting period.

Each regular employee can accumulate up to twelve (12) sick leave days in a bank for future use.

25.04 Medical Certificate

The Employer shall have the right at the time of absence notification by the employee, to request that the employee provide a certificate from a qualified medical practitioner stating that the employee is unable to perform his/her duties. The Employer will reimburse the employee for the cost of obtaining such a certificate.

25.05 Supplementation of Compensation

All employees shall be covered by the Workers' Compensation Act. No employee shall have his employment terminated as a result of absence from work with a compensable accident.

At the employee's option, when an employee is entitled to Workers' Compensation benefits, such benefits are paid directly to the employee who will forthwith turn over such payment to the Board. The Board will pay to the employee his regular earnings and deduct the difference between Workers' Compensation Board payments and regular earnings from the employee's accumulated sick time on a pro-rata basis. Such payment will continue as long as the employee's accumulated sick time permits.

25.06 Employee and Family Assistance Program

The Employer shall provide an Employee and Family Assistance Program, which is suitable to the Union. The premium shall be borne one hundred percent (100%) by the Employer.

ARTICLE 26 - HEALTH AND SAFETY

26.01 Union-Employer Health and Safety Committee

The Employer agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace. The parties recognize the need to have employees who are familiar in matters pertaining to safety.

A Health and Safety Committee shall be established with two (2) Union members and one (1) Employer representative. The Health and Safety Committee shall hold bi-monthly meetings, or more often if required, for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings, and copies shall be sent to the Employer and the Union.

26.02 Time Off for Health and Safety Training

Union members of the Health and Safety Committee may be granted time off from work by the Employer with no loss of seniority or earnings, to attend educational

courses and seminars sponsored by the Union of government agencies for instruction and upgrading on health and safety matters. The Union, however, recognizes the obligation of the employee to maintain and upgrade his/her professional skills and abilities.

26.03 Health and Safety Committee Pay Provisions

Committee member employees shall not suffer any loss of pay for time spent attending Health and Safety Committee meetings.

26.04 Health and Safety Clothing, Tools, Equipment and Protection

The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, protective equipment and clothing required. These shall be maintained and replaced, where necessary, at the Employer's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subjected to further corrective measures through engineering changes or the elimination of the hazard.

26.05 Right to Refuse Unsafe Work

An employee is not expected to perform work or to operate equipment where he/she or the Health and Safety Committee believes that it would be unsafe or unhealthy to do so. No loss of earnings will result from the non-performance of such work and no other employee will be expected to perform said function.

When a question as to whether or not the work or the operation of equipment is unsafe or unhealthy arises, the issue will be referred to an official of the Workers' Compensation Board for a decision.

26.06 Safety Information

The Health and Safety Committee shall be provided with all accident reports and shall have full access to safety information known to the Employer regarding potentially hazardous substances utilized in the workplace.

26.07 Proper Training

Employees shall be entitled to receive proper training and instructions prior to operating any machinery or equipment or performing a new job.

26.08 Transportation of Accident Victims

Transportation at all haste to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the Employer.

26.09 Health and Safety Grievance

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure.

26.10 Injury Pay Provision

An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from such leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

26.11 Immunization

Immunization for Hepatitis B shall be provided by the Employer at the employee's option where there is a risk of work-related infection, until such time as this immunization is provided by a medical plan.

ARTICLE 27 - TECHNOLOGICAL CHANGE

27.01 The parties agree that Sections 74 and 76 of the Labour Relations Code shall apply with respect to any technological change. Technological change will be as defined in Section 78 of the Labour Relations Code.

ARTICLE 28 - UNIFORM AND CLOTHING ALLOWANCE

28.01 (a) Supply of Work Clothing or Uniforms

Coveralls, boots and gloves will be made available for employee usage where such are required.

The Employer shall provide uniforms to those employees who are required to wear same while on duty; two (2) uniforms for employees who work over twenty (20) hours per week, and one (1) uniform for employees who work under twenty (20) hours per week. Uniforms will be replaced when required and will remain the property of the Employer.

(b) Bathing Suit Allowance

The Employer agrees to provide annually upon request to aquatics employees **the following allowance:**

| | |
|-----------------|---|
| \$150.00 | Regular female full-time and part-time employees |
| \$75.00 | Regular male full-time and part-time employees |
| \$50.00 | Part-time and Casual employees |

(c) Work Boots

The Employer shall provide up to seventy-five dollars (\$75) per year reimbursement upon receipt for the cost of protective safety footwear, as per Workers' Compensation legislation, for regular full-time Maintenance "Facilities Attendants" employees.

ARTICLE 29 - GENERAL CONDITIONS29.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and change their clothes.

29.02 Bulletin Boards

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

29.03 Allowance for Tools

The Employer shall supply all tools and equipment required by employees in the performance of their duties. Replacement will be made by producing the worn or broken tool or equipment or proving that the tool or equipment was lost.

29.04 Severance Pay

Employees about to be laid off may elect to accept termination compensation based on the following:

- (1) two (2) weeks pay, where the employee has completed a period of employment of at least six (6) consecutive months;

- (2) after completion of a period of employment of three (3) consecutive years, one (1) additional weeks pay for each subsequent completed year of employment;
- (3) an employee choosing severance pay must do so within thirty (30) days;
- (4) an employee may elect instead of receiving severance pay, to be placed on a recall list for a period of twelve (12) months. At the expiry of the twelve (12) month period, employees who have not been recalled shall not be eligible for the above compensation;
- (5) employees terminated as a disciplinary measure shall not be entitled to the above compensation.

29.05 In-Service Training (Aquatic Staff)

The Employer, the Union and the employees recognize the importance and advantages of in-service training in the aquatic field.

Paid in-service training sessions, two (2) hours in length, will be scheduled once every two (2) months. All in-service training sessions will be compulsory, unless a reasonable excuse is given.

The paid in-service training session hours for regular part-time employees will be added to the regular hours.

The paid in-service training sessions for the regular full-time employees, if taken outside the normal schedule, will accrue as banked time on an overtime basis and may be taken off at the employee's request.

29.06 Minimum Staffing

During the times when the pool is open for public swimming, the minimum staffing level shall be two (2) guards.

29.07 Maximum Deck Time

The Employer recognizes the safety factor related to minimizing deck time duty for employees, and will make every effort to limit deck time under usual circumstances to less than one (1) hour and not exceeding two (2) hours.

29.08 Training Courses

The Union and the Employer agree that employees should have the opportunity to attend job-related training courses. Selection of employees for such courses shall be made on a fair basis.

29.09 Certification and Recertification

Upon successful completion, the Employer shall pay for the cost of certification and recertification courses attended by employees and approved by the Employer, such payment to include course materials and registration fees.

ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS

30.01 Present Conditions to Continue

Any employee covered by this Agreement receiving better wages and conditions than set forth herein, shall in no way suffer loss as a result of the signing of this Agreement.

ARTICLE 31 - COPIES OF AGREEMENT

31.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Union and the Employer shall print, at equal cost to each, sufficient copies of the Agreement in booklet form within thirty (30) days of signing.

ARTICLE 32 - GENERAL

32.01 Plural or Feminine Terms

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

32.02 Student Employees

- a) **Recognizing the temporary nature of certain work required to be performed intermittently for the operation of the City, the City may hire students to carry out casual work from time to time.**

- b) **Such work is to be paid for at an agreed-upon rate of pay and at no time shall a person carrying out such temporary or casual work displace a permanent employee. The Union agrees not to unreasonably withhold permission to hire students or special needs persons, and further agrees to expedite any such requests received from the Employer.**

ARTICLE 33 - TERM OF AGREEMENT

33.01 Duration

This Agreement shall be binding and remain in effect from **January 1, 1999 to June 6, 2002** and shall continue from year to year thereafter unless either party gives to the other party notice in accordance with the Labour Relations Code of British Columbia.

33.02 Changes in Agreement

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

33.03 Section 66(2) Excluded

The parties agree specifically to exclude the operation of Section 66(2) of the Labour Relations Code.

IN WITNESS WHEREOF the Corporation Seal of the CITY OF QUESNEL has hereunto been affixed, attested by the hand of its proper officers in that behalf, and has been executed by the duly authorized officers of the Union on the day and year below-written.

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

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3176

Mayor

Union President

City Administrator

Secretary

Dated at QUESNEL, B.C. this ____ day of _____,

SCHEDULE "A"

| | Jan. 01 1999 | June 07 2000 | June 07 2001 |
|------------------------|-------------------------|-------------------------|-------------------------|
| Clerk Steno II | \$ 20.00 | 20.30 | 20.70 |
| Clerk Steno I | 15.22 | 15.45 | 15.76 |
| Clerk Receptionist | 14.77 | 14.99 | 15.29 |
| Facilities Attendant | 20.02 | 20.32 | 20.72 |
| Babysitting Supervisor | 12.85 | 13.04 | 13.30 |
| Babysitter | 10.75 | 10.91 | 11.13 |
| Aquatic Leader | 20.85 | 21.16 | 21.58 |
| Guard III | 18.37 | 18.65 | 19.02 |
| Guard II | 17.96 | 18.23 | 18.59 |
| Guard I | 17.55 | 17.82 | 18.17 |
| Weightroom Attendant | 14.96 | 15.18 | 15.49 |
| Preschool Instructor | 14.96 | 15.18 | 15.49 |
| Coordinator | 21.58 | 21.91 | 22.35 |
| Concession | 10.22 | 10.37 | 10.58 |
| Fitness Counsellor | 14.96 | 15.18 | 15.49 |

Signing Bonus for 1999/2000

Three hundred dollars (\$300.00) for full-time and other employees who work an average of more than twenty hours (20) on a regular basis over the last three month period of employment;

Two hundred dollars (\$200.00) for employees who work less than twenty (20) hours on a regular basis over the last three month period of employment, including casual employees.

LETTER OF AGREEMENT NO. 1

Re: Housekeeping

The parties acknowledge that there may be certain areas of the Collective Agreement, which may require amendments for the purposes of meeting current labour regulations or statutes. The parties also acknowledge that amendments may be required to the language for clarity purposes, or ease of administration.

As a result, both parties are committed to reviewing each article of the Collective Agreement, during the life of the contract. The parties will review three articles of the Collective Agreement at a monthly Labour Management meeting. If as a result of this review, the parties mutually agree on any changes to the Collective Agreement, a Letter of Agreement will administer amendments.

In addition, the parties agree to discuss the following issues at a future Labour Management meeting:

- Article 29.05 - In Service Training
- Article 29.06 - Minimum Staffing
- Article 29.08 - Training Courses
- Article 29.09 - Certification and Recertification
- Letters of Agreement - Re: Training and Recertification
- Letter of Agreement - Minimum Staffing
- Paid Instructional Prep Time Issue
- Article 15.07 - Promotions Requiring Higher Qualifications (tied to training)
- Classification review for the following positions - Preschool, Weight Trainer, and Clerk/Receptionist.

FOR THE UNION:

FOR THE EMPLOYER:

(Date)

(Date)

LETTER OF AGREEMENT NO. 2

Re: Contracting out, Public-Private Partnerships

The parties agree with the principle that wherever possible and practical, work and services currently being performed by regular full-time and regular part-time employees, shall continue to be performed by bargaining unit employees, and that where the relative cost of providing such services is demonstrated to be the same or less than an outside contractor, such work required shall be done by bargaining unit personnel.

The parties agree to the following guidelines in the contracting out of services:

- No regular full-time or regular part-time employees shall be laid off from employment as a result of work being contracted out by the City of Quesnel.
- It is understood that contracting out can take place to provide services to the community where the Employer has utilized City-owned equipment and operators to the fullest extent possible. Private equipment will not be hired when the regular full-time and regular part-time employees (including employees on layoff) and the City equipment, are available to perform the work required by the Employer
- Definition of “available”:

If an employee is offered the work, and accepts, whether it is considered as regular time, or overtime, they shall be deemed to be considered “available” for the purposes of this Letter of Understanding.

FOR THE UNION:

FOR THE EMPLOYER:

(Date)

(Date)

LETTER OF AGREEMENT NO. 3

Re: Job Security and Operational Flexibility

It is the City's intention with the various boundary expansions and growth of the City, to provide operations which are cost effective, and of value to the taxpayer. As a result, certain program services provided to the public may require hours of work, which are not identified in the Collective Agreement.

It is the Union's intention to provide job security for their members to continue to perform the work that is being provided by the City today. Also, to be a successor to any new services which the City may consider providing.

The Union and the City agree to enter into a joint partnership to discuss any services that may result from the growth of the City, or reductions of provincial or regional grants or funding, or any new services which the City may consider providing.

Both parties acknowledge that in order for the City to consider providing services to these new areas, or add to any existing services, the Union and the City will need to discuss and amend the Collective Agreement. The principles of the discussions would be to maximize the operational flexibility so that any additional services which are being considered by the City, could be implemented in the most cost effective manner while maintaining the job security concerns of the Union.

Either party can activate discussions relating to this Letter of Understanding through Labour Management meetings. Amendments to the Collective Agreement that are mutually agreed to by the parties would be implemented and administered through a Letter of Agreement(s).

FOR THE UNION:

FOR THE EMPLOYER:

(Date)

(Date)

LETTER OF AGREEMENT NO. 4

Re: Article 29.06, Minimum Staffing

The only exception to the minimum staffing levels provided by Article 29.06 will be the 5:45 a.m. to 9:00 a.m. shift, when one (1) of the guards will cover the reception area. The effect of this staffing change will be reviewed. It is understood by the parties that if the change is mutually agreed to be unworkable, we will immediately revert to the provisions of Article 29.06.

FOR THE UNION:

FOR THE EMPLOYER:

(Date)

(Date)

LETTER OF AGREEMENT NO. 5

Re: Article 29.08 and 29.09 – Certification Training

The Employer agrees to assist its employees who are required to maintain their certification as a job requirement in the following manner:

- To pay for all fees associated with recertification;
- To pay for travel costs if the recertification opportunity is not available in Quesnel;
- To make staff shift arrangements to ensure that the employee does not lose any pay.

It is expected that the employees would contribute their time as their part of the partnership if the certification training is not available during working hours.

All other training will be given due consideration on an as requested basis, as long as the request is consistent with the Employer’s corporate needs.

FOR THE UNION:

FOR THE EMPLOYER:

(Date)

(Date)