

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF ENDERBY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1908

Term: February 4, 2003 - February 3, 2007

THIS AGREEMENT made and entered into the day of

BETWEEN: **THE CITY OF ENDERBY**

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND: **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1908,**
Chartered by the Canadian Union of Public Employees and affiliated with
the Canadian Labour Congress

(hereinafter called the "Union")

PARTY OF THE SECOND PART

PREAMBLE:

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

- (1) To maintain the existing harmonious relations and settled conditions of employment between the City of Enderby (hereinafter called the Employer), and the Union;
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.;
- (3) To encourage efficiency of operation;
- (4) To promote the morale, well being and security of all the Employees in the bargaining unit of the Union;

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an agreement;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1: BARGAINING AGENCY

- 1.01 The Employer or anyone authorized to act on its behalf recognizes the Canadian Union of Public Employees, Local No. 1908, as the sole collective bargaining agency for its Employees classified and covered by this Agreement and hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this Agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.

1.02 **Work of the Bargaining Unit**

It is further agreed that, except for incidental or emergent situations or except for employees of a bona fide contractor who are not in the bargaining unit for which the Union is certified, any person whose classification is not covered by the Agreement shall not perform work that is normally done by those employees who are deemed to be within the bargaining unit for which the Union is certified. It is agreed that this Article is not an impediment to the manner in which the Employer currently operates. Specifically it does not preclude the Superintendent of Public Works from working as per current practice.

1.03 **Application**

- (1) Employees whose jobs are not covered by Schedule "A" of this Agreement are hereby excluded from the terms and conditions of this Agreement.
- (2) If, upon application to the Labour Relations Board by either the Union or the Employer, the said Board rules that any person, whose job classification is not included in Schedule "A", is an employee within the meaning of the Labour Relations Code and is included in the unit for which the Union is certified, the Employer shall forthwith institute a new classification for such person and all the provisions of Article 23 of this Agreement shall apply thereto.

ARTICLE 2: RIGHTS OF MANAGEMENT

- 2.01 The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's work force are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this Agreement.

ARTICLE 3: UNION SECURITY

3.01 **All Employees to be Members**

All Employees of the Employer covered by this Agreement, as a condition of continuing employment, shall become and remain members in good standing of the Union. All future Employees of the Employer, shall, as a condition of continual employment, become and remain members in good standing of the Union after thirty (30) days of employment with the Employer.

3.02 Checkoff of Union Dues

At the time of employment the Employer shall require an Employee to sign a checkoff form authorizing the Employer to deduct from his earnings and to pay to the Union an amount equal to the current monthly Union dues as established by the Union in accordance with its Constitution and/or By-Laws.

3.03 Deductions shall be made from the payroll on a bi-weekly basis for all Employees, and shall be forwarded to the Secretary-Treasurer of the Union not later than the 10th day of the month following, accompanied by a list of the names of all Employees from whose wages the deductions have been made.

3.04 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 4: THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

4.01 New Employees

The Employer agrees to acquaint new Employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the article dealing with Union Security and Dues Checkoff.

4.02 Copies of Agreement

On commencing employment a new Employee shall be provided with a copy of the Collective Agreement and shall be introduced to his Union Steward.

4.03 The Employer shall supply the Union with sufficient revised copies of the Collective Agreement.

ARTICLE 5: NO DISCRIMINATION

5.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, physical or mental disability, nor by reason of his membership or activity in the Union.

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

- 5.03 Employer and the Union recognize the right of employees to work in an environment free from all harassment and agree to co-operate in attempting to resolve in a confidential manner any complaints of harassment which may arise in the workplace. Any grievance procedure will be commenced at Step 2 as outlined in Article 10.03 and the parties further agree that reasonable supervision and direction of employees is not considered harassment.

ARTICLE 6: LABOUR MANAGEMENT RELATIONS

6.01 Representation

No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without 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. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

6.02 Labour Management/Negotiating Committee

A Labour Management/Negotiating Committee shall be appointed and consist of not more than two (2) members of the Employer, as appointees of the Employer, and not more than two (2) members of the Union, as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee.

6.03 Function of Labour Management/Negotiating Committee

All matters of mutual concern pertaining to rates of pay, hours of work, collective bargaining, and other working conditions, etc., shall be referred to the Labour Management/Negotiating Committee for discussion and settlement.

6.04 Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

The Employer shall have the right at any time to have the assistance of representatives when dealing or negotiating with the Union.

6.05 Meeting of Committee

In the event either party wishes 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 six (6) calendar days after the request has been given. Committee members will not lose any pay while in attendance at meetings held during working hours.

ARTICLE 7: SENIORITY

7.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on the basis of Inside and Outside Staff division. Seniority for part-time employees who work less than twenty (20) hours per week will be accumulated on a pro rata basis.

7.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. Where two or more Employees commenced work on the same day, preference shall be in accordance with the hour work commenced or the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

7.03 Probation for Newly Hired Employees

A newly-hired Employee shall be on probation only for the first ninety (90) calendar days of his/her employment. During the probationary period the Employee shall be entitled to all rights and benefits of this Agreement. Discharge of a probationary Employee will be the test of suitability. After completion of the probationary period, seniority shall be effective from the original date of employment. The parties agree that Students and Grant Workers do not accrue seniority.

7.04 Seniority During Absence

If an Employee is absent from work because of sickness, accident, layoffs, or leave of absence approved by the Employer, he shall not lose seniority rights.

An Employee shall only lose his seniority in the event:

- (1) He is discharged for just cause and is not reinstated.
- (2) He resigns.
- (3) He is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible.
- (4) After a layoff he fails to return to work within seven (7) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his current address.

- (5) After a layoff of twelve (12) consecutive months, an Employee shall be struck off the seniority list.

7.05 Seniority During Transfer to Supervisory Positions

If an Employee is transferred to a supervisory position or any other position not covered by this Agreement, he shall retain his seniority in the position from which he was transferred, for a period of three (3) months.

ARTICLE 8: LAYOFFS AND RECALLS

8.01 Layoff and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their seniority, provided those remaining are capable of performing the available work. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work.

- 8.02 New Employees shall not be hired until those laid off have been given an opportunity of recall.

8.03 Notice of Layoff

Any Employee who has completed his probationary period shall be given five (5) working days' notice of any layoff, or five (5) days' pay at his present rate in lieu of such notice.

ARTICLE 9: PROMOTIONS AND STAFF CHANGES

- 9.01 Prior to filling any staff change or promotion covered by the terms of this Agreement, the Employer shall notify the Union in writing and post notice of the position in the Employer's office and on the bulletin boards for a minimum of five (5) working days in order that all members of the Union will know about the position and be able to make written application therefor. Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, shift, and wage and salary rate or range.

9.02 Filling of Vacancies on a Temporary Basis

Notwithstanding any other provisions of this Agreement, whenever a new or vacant position(s) requires immediate filling, the Employer will select an Employee(s) taking seniority, qualifications and Employee preference to such opening(s) into account. The Employer agrees such filling of position(s) shall be deemed to be "pending posting" and said position(s) shall be posted within thirty (30) days.

9.03 **Method of Making Appointments**

- (1) Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant senior in the service and having the required qualifications. The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, such trial promotion shall become permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he shall be returned to his former position without loss of seniority or salary, and any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority or salary.
- (2) Such appointments shall be made not later than five (5) days after the closing date of the posting, and the successful applicant shall be appointed to the job within those five (5) days.
- (3) The time limits indicated in 9.03 (1) and (2) can be extended by mutual agreement of the parties.

ARTICLE 10: GRIEVANCE AND ARBITRATION PROCEDURE

- 10.01 The Employer acknowledges the right of the Union to appoint two (2) Shop Stewards, one from Inside and one from Outside, who shall be Employees of the Employer. The Union shall inform the Employer of the name of the Shop Stewards.
- 10.02 The Shop Steward(s) shall be permitted time off to handle grievances without loss of pay provided he has first sought and obtained permission from his immediate supervisor to absent himself from his regular duties for that purpose, which permission shall not be unreasonably withheld.
- 10.03 Should a dispute arise between the Employer and any Employee(s) regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether any matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the following manner:
 - Step 1:** The aggrieved Employee, in person, with his Shop Steward in attendance if the Employee so desires, shall first seek to settle the grievance with the Employee's immediate supervisor within forty-five (45) working days after the alleged grievance is deemed to have occurred. The immediate supervisor shall respond in writing within three (3) working days of the Step 1 meeting.

Step 2: Failing settlement being reached in Step 1, application shall be made to the City of Enderby Council, in writing, stating the grievance concerned and a hearing shall be held at the request of the Union, such hearing to be held within thirty (30) working days of such request. The City of Enderby Council shall respond in writing within three (3) working days of the Step 2 meeting.

Step 3: Failing settlement being reached in Step 2, the matter shall be referred to Arbitration.

10.04 **Grievances on Safety**

An Employee or group of Employees who believe they are being required to work under conditions which are unsafe shall have the right to refuse to work under the alleged unsafe conditions.

10.05 **Single Arbitrator**

The parties agree to the use of a single arbitrator, who will be governed by the provisions of this Article. Failing to agree on a single arbitrator, the provisions of the three (3) person Board will apply.

10.06 **Board of Arbitration**

By mutual agreement and as a substitute to the single arbitrator provisions, the Employer shall appoint one (1) member to this Board and the Union shall appoint one (1) member to this Board, and these two (2) appointees shall agree upon a Chairman. In the event that these two (2) appointees cannot agree upon a Chairman, the Minister of Labour shall appoint a Chairman.

The Board of Arbitration shall hear and determine the difference or allegation and shall render its decision at its earliest opportunity.

The parties shall jointly bear the costs of the Chairman of the Board of Arbitration. Each of the parties shall bear the expenses of their appointee and the witnesses called by it. No costs of arbitration shall be awarded to, or against, either party. Arbitration procedures shall be expedited by the parties.

The Board of Arbitration appointed in accordance with this Article shall be governed by the provisions of the Agreement, and shall not have the right to add to, delete from, to change, or make any decision contrary to the provisions of this Agreement. The decision of the Board of Arbitration shall be final and binding on both parties except as otherwise provided in this Agreement.

- 10.07 Where a dispute involving a question of general application or interpretation occurs, or where the Employer or Union has a grievance, Step 1 of this Article may be by-passed.
- In the case of an Employer's grievance the provisions of Step 2 shall be changed to require a meeting between the City of Enderby Council and the Representative of the Union with a view to seeking a settlement. If a satisfactory settlement is not reached within ten (10) working days the Employer may refer the dispute to arbitration.
- 10.08 All replies to grievances shall be in writing at all stages following Step 1.
- 10.09 The Employer shall supply the necessary facilities for the grievance meetings.
- 10.10 The time limits fixed in the grievance procedure may be extended by mutual consent of the Employer and the Union.
- 10.11 At any stage of the grievance procedure, the Employer and the Union, or Board of Arbitration, may have the assistance of the Employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 11: DISCHARGE, SUSPENSION AND DISCIPLINE

- 11.01 An Employee may be suspended or dismissed for just cause. Such Employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal or suspension.
- 11.02 Just cause shall not include the refusal of an Employee to cross the picket line of a legal strike maintained at the premises of the Employer.
- 11.03 A claim by an Employee that he has been discharged or suspended for other than just and proper cause shall be treated as a special grievance and may be submitted directly to the Employer under Step 2 of Article 10.03.
- 11.04 Should it be found upon investigation that an Employee has been unjustly suspended or discharged, such Employee shall be immediately reinstated in his former position without loss of seniority rating and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Employer and the Union or in the opinion of the Board of Arbitration if the matter is referred to such a Board of Arbitration.
- 11.05 (1) All warning and reprimand letters shall be considered as a form of discipline and shall be subject to the provisions of the Grievance Procedure.

- (2) The Employer agrees all Employees will have access to their personnel file under management supervision. Any Employee may respond in writing to any report on his personnel file, and such response shall become part of the file.

ARTICLE 12: HOURS OF WORK

12.01 Normal Work Day and Normal Work Week

Subject to the provisions of Article 12.01, the normal work day and the normal work week shall be:

- (1) **Office Employees**

The normal work day (day shift) shall consist of a scheduled period of seven (7) hours of work between the hours of 8:30 a.m. and 4:30 p.m. with one (1) hour for lunch. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.

- (2) **Outside Employees**

The normal work day (day shift) shall consist of a scheduled period of eight (8) hours of work between the hours of 8:00 a.m. and 5:00 p.m., with one (1) hour for lunch. The normal work week shall consist of five (5) such days, Monday to Friday inclusive. The Employer may vary the start and stop times by giving employees one (1) week's notice of such change.

12.02 Rest Periods

Employees working a full shift shall be permitted a fifteen (15) minute rest period in the first half of the work day and a second fifteen (15) minute rest period in the second half of the work day.

ARTICLE 13: OVERTIME

13.01 All hours worked in excess of the normal hours of work per day shall be paid at the rate of time and one-half (1½x) for the first two (2) hours and double time (2x) thereafter.

13.02 Work performed on an Employee's regular day off shall be paid at time and one-half (1.5x) for the first two hours and double time thereafter.

13.03 Subject to the Employer's operational requirements, Employees may consider paid time off in lieu of worked overtime. Time off will only be taken upon mutual agreement between the Employee and his/her Supervisor. Paid time off shall be provided at the same rate as the applicable overtime rates.

ARTICLE 14: REPORTING FOR WORK

14.01 An Employee reporting for work on his regular shift shall be paid his regular rate of pay for all hours worked, with a minimum of two (2) hours' pay if he does not commence work and a minimum of four (4) hours' pay if he does commence work.

ARTICLE 15: CALL-OUTS

15.01 Subject to the provisions of Article 15.02 and 15.03, an Employee who is called back to work after he has completed his normal day's work and has left the Employer's premises, or who is called in to work before his regular starting time, or who was previously instructed to work before his regular starting time, shall be paid time and one half (1½x) for the first two (2) hours and double time (2x) thereafter up to his regular starting time. Such Employees shall be guaranteed a minimum of two (2) hours work or two (2) hours pay at time and one-half (1 1/2x) rate for the first two (2) hours and double (2) time thereafter. This guarantee shall not apply when a call-out extends into an Employee's normal working hours.

15.02 An Employee who, before the end of his normal day's work, is instructed to return to work within two (2) hours following the end of his normal day's work, shall not be considered to be on a call-out; however, the hours worked following the end of the Employee's normal day's work under the provisions of this section shall be paid at the time and one half (1½x) rate for the first two (2) hours and double (2) time thereafter.

15.03 An Employee who, before the end of his normal day's work, is instructed to next report for work not more than two (2) hours before the regular starting time of his normal work day, shall not be considered to be on a call-out; however, the hours worked before the regular starting time of the Employee's normal work day under the provisions of this section shall be paid at the time and one half (1½x) rate for the first two (2) hours and double (2) time thereafter up to his regular starting time.

ARTICLE 16: STATUTORY HOLIDAYS

16.01 The Employer agrees that all Employees shall be entitled to the following holidays with pay:

- | | |
|----------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| British Columbia Day | |

any other day proclaimed or declared by the Federal or Provincial Governments.

No Employee shall receive holiday pay for a statutory holiday unless he has been continuously employed for a period of thirty (30) calendar days preceding the holiday, or is on approved sick leave in accordance with Article 20 of the Collective Agreement. A layoff not exceeding five (5) calendar days shall not be deemed to be a break in service

for purpose of this section.

16.02 **When Holiday Falls on Non-Working Day**

If a statutory holiday falls on a non-working day, the Employer shall declare that the working day immediately preceding the holiday or the working day immediately following the holiday shall be observed in lieu of the said holiday.

16.03 **Holiday Occurring During Annual Vacation**

Should a statutory holiday or public holiday occur during an Employee's annual vacation period, the Employee shall be given an extra day's vacation with pay in lieu of payment of such holiday.

16.04 **Payment for Statutory Holidays**

If an Employee is required to work on a statutory holiday he shall, in addition to his holiday pay, be paid at double (2x) his regular or equivalent hourly rate for all hours worked by him.

ARTICLE 17: ANNUAL VACATIONS

17.01 **Definition of Vacation Year**

The term "vacation year", as used in this Agreement, shall mean the twelve (12) month period commencing with the Employee's anniversary date of hire.

17.02 **Employee With One (1) Year Service**

An Employee who has completed one (1) but less than eight (8) years service at his/her anniversary date shall be entitled to a paid vacation of three (3) calendar weeks. Payment for such vacation shall be at the Employee's classified rate of pay as at the time he takes his vacation.

17.03 **Employee With Eight (8) Years Service**

An Employee who has completed eight (8) but less than fifteen (15) years service at his/her anniversary date shall be entitled to a paid vacation of four (4) calendar weeks. Payment for such vacation shall be at the Employee's classified rate of pay as at the time he takes his vacation.

17.04 **Employee With Fifteen (15) Years Service**

An Employee who has completed fifteen (15) but less than twenty-five (25) years service at his/her anniversary date shall be entitled to a paid vacation of five (5) calendar weeks. Payment for such vacation shall be at the Employee's classified rate of pay as at the time he takes his vacation.

17.05 **Employee With Twenty-Five (25) Years Service**

An Employee who has completed twenty-five or more years service at his/her

anniversary date shall be entitled to a paid vacation of six (6) calendar weeks. Payment for such vacation shall be at the Employee's classified rate of pay as at the time he takes his vacation.

17.06 **Preference in Vacations**

Provided the work schedule permits, all Employees shall be granted the vacation period preferred by the Employee, at such time as may be mutually agreed upon by the Employer and the Employee. In the event of a conflict in vacation time, seniority shall be the determining factor.

ARTICLE 18: HEALTH & WELFARE BENEFITS

18.01 **Group Life Insurance**

The Plan shall provide coverage of one and one half times (1½x) the annual salary with the same amount of coverage for A.D.D. The Employer will pay 80% of the premium. Effective February 4, 2000, the Employer will pay 85% of the premium *and* effective February 4, 2001, the Employer will pay 90% of the premium.

18.02 **Dental Plan**

A Dental Plan will be provided based on the following general principles:

- (a) Basic Dental Services (Plan "A") - Plan pays 100% of approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan "B") - Plan pays 50% of approved schedule of fees.
- (c) Orthodontics (Plan "C") - Plan pays 50% of approved schedule of fees to a maximum lifetime limit of \$2,000.00.
- (d) The Employer will pay 90% of the premium costs for the Dental Plan.

18.03 **B. C. Medical Plan**

The Employer shall pay the premium for the B.C. Medical Services Plan on behalf of the Employees.

18.04 **Extended Health Benefits Plan**

- (1) All eligible Employees will be enrolled in an Extended Health Care Benefits Plan with 90% of the premiums being paid by the Employer.
- (2) All eligible Employees will be enrolled in a Vision Care Plan which provides for eighty percent (80%) reimbursement of the cost of purchase of one (1) pair of eye glasses every two (2) years, for Employees and spouse, to a maximum of

two hundred and fifty dollars (\$250). For dependent children, coverage shall provide eighty percent (80%) reimbursement of the cost of purchase of one (1) pair of eye glasses every year, provided, however, that this coverage shall only apply in the event of a change in the prescription. The Employer will pay 80% of the premium costs. Effective February 4, 2000, the Employer will pay 85% of the premium costs, and effective February 4, 2001 the Employer will pay 90% of the premium costs.

18.05 Long Term Disability

65% reimbursement to age 65 after a 120 working day elimination period. The Employer will pay 80% of the premium.

18.06 General Principles

(a) Participation in the aforementioned Plans shall be mandatory. Except that Employees may opt out of the BC Medical Plan, Extended Health Care, Dental and Vision Plans, provided they show proof of coverage by their spouse.

(b) Life, Accidental Death and Dismemberment, Long Term Disability, Extended Health and B. C. Medical Plan coverage commences on the date of completion of three (3) months continuous service, or when an Employee becomes eligible to have his name entered on the seniority list.

(c) Dental coverage commences on the date of completion of six (6) months continuous service.

(d) Coverage during layoff will be provided as follows:

In the event of layoff, full coverage will be continued for a period of two (2) months from date of layoff. An Employee may also have the option of continuing Life, Accidental Death and Dismemberment, Extended Health and B. C. Medical Plan coverage for an additional four (4) months by paying the full cost of these specific benefits, and making the necessary arrangements with the Payroll Department.

(e) Coverage during Leave of Absence shall be provided as follows:

An Employee on an approved Leave of Absence may continue with health and welfare benefits as provided for under articles 18.01, 18.02, 18.03, 18.04, 18.05 for up to one (1) year provided the full cost of the premiums are paid to the Employer.

18.07 The Pension (Municipal) Act applies to the Employer and its Employees. The Employer, in addition to its own contributions on his behalf, shall deduct from the wages or salary of each Employee, as a condition of continued employment, the contributions required of him under the provisions of the Pension (Municipal) Act.

18.08 Retirement Age

On the last day of the month after reaching maximum retirement age under the

provisions of the Pension (Municipal) Act, every Employee shall automatically cease to be employed, but the Employer may employ or re-employ an individual over retirement age on a temporary basis.

- 18.09 The foregoing is a description of the benefits. In addition only seniority-rated Employees are entitled to Health and Welfare benefits.
- 18.10 Part-time employees will be paid 14% in lieu of all benefits including vacation, sick leave, and health & welfare benefits. Part-time employees who work twenty (20) hours per week averaged over a four week period will be given the option of being covered by benefits provided for in this Agreement.

ARTICLE 19: LEAVE OF ABSENCE

19.01 For Union Business

The Employer agrees that where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for time so spent; provided, however, the Employee shall be responsible for notifying the Department Head concerned. Permission shall not be unreasonably withheld and the time so taken shall not be unreasonable.

19.02 Union Conventions

Subject to operational requirements, leave of absence for one (1) Employee, up to a maximum of twenty (20) working days, without pay but without loss of seniority, may be granted upon request in writing to the Employer, to Employees elected or appointed to represent the Union at Union Conventions and a reply in writing shall be given within three (3) calendar days after such request has been made. The parties agree that the Employee will be paid by the Employer and the Union will in turn reimburse the Employer.

19.03 Bereavement Leave

In the event of a death in the immediate family of an Employee, the Employer shall grant him three (3) days of absence with pay. Additional leave of absence with or without pay for travel may be granted by the Employer. "Immediate family" shall mean: wife, husband, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents and grandchildren.

A maximum of two (2) additional days without loss of pay or benefits will be granted in the event of the death of an Employee's spouse.

One-half (½) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such Employee has the approval of his Supervisor.

19.04 Leave of Union Officers

Any Employee who is elected or selected for a full or part-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 pay but without loss of seniority by the Employer for a period of one (1) year. Such leave shall be renewed each year during his term of office.

19.05 General Leave

The Employer may grant leave of absence with or without pay and without loss of seniority up to a maximum of six (6) months to any Employee requesting such leave for good and sufficient cause, such request to be in writing and submitted to the Employer.

19.06 Jury Duty or Court Witness

The Employer shall pay an Employee who is required to serve as a juror or court witness the difference between his normal earnings and the payment he received for jury duty or as a court witness, conditional upon the Employee presenting to the Employer proof of service and of the amount of payment received by him.

19.07 Maternity Leave

1. A pregnant employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave
 - (a) beginning
 - i. no earlier than eleven (11) weeks before the expected birth date, and
 - (b) ending
 - i. no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - ii. no later than seventeen (17) weeks after the actual birth date.
2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
3. An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
4. A request for leave must
 - (a) Be given in writing to the employer,
 - (b) If the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
 - (c) If required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional

leave under subsection (3).

5. A request for a shorter period under subsection (1)(b) (i) must
 - (a) Be given in writing to the employer at least one (1) week before the date the employee proposes to return to work, and
 - (b) If required by the employer be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

6. An employee who requests parental leave under this section is entitled to,
 - (a) for a birth mother who takes leave under paragraphs 1-5 above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of un paid leave beginning immediately after the end of the leave taken under the above unless the employer and employee agree otherwise.

 - (b) For a birth mother who does not take leave under paragraphs 1-5 above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,

 - (c) For a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and

 - (d) For an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.

7. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under paragraph (6).

8. A request for leave must
 - (a) be given in writing to the employer,
 - (b) if the request is for leave under paragraph (6)(a), (b) or (c), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
 - (c) if required by the employer, be accompanied by a medical practitioner's certificate or evidence of the employee's entitlement to leave.

9. An employee's combined entitlement to leave under this article is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under paragraph (3) or (7) of this article.

10. **Employer May Require Employee to Take Leave**

An Employer may require an Employee to commence a leave of absence under 19.07 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.

11. **Employment Deemed Continuous**

The services of an Employee who is absent from work in accordance with Article 19.07 shall be considered continuous for the purpose of this Agreement and any pension, medical or other plan beneficial to the Employee, and the Employer shall continue to make payment to the plan in the same manner as if the Employee were not absent where:

- (a) the Employer pays the total cost of the plan, or
- (b) the Employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the Employer and the Employee.

12. **Reinstatement**

- (a) An Employee who resumes employment on the expiration of the leave of absence granted in accordance with Article 19.07 shall be reinstated in all respects by the Employer in the position previously occupied by the Employee, or in a comparable position, and with all increments to wages and benefits to which the Employee would have been entitled had the leave not been taken.
- (b) Where the Employer has suspended or discontinued operations during the leave of absence granted under Article 19.07 and has not resumed operation on the expiry of the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this Collective Agreement, comply with Article 19.07 (8) (a).

13. (a) An Employee, on his or her written request for parental leave, is entitled to a leave of absence from work, without pay, for the period specified in subsection (c).

(b) A request under subsection 9(a) must:

(a) be made at least four (4) weeks before the day specified in the request as the day on which the Employee proposes to commence parental leave, and

(b) be accompanied by:

(i) a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child, or

(ii) a letter from the agency that placed the child providing evidence of the adoption of the child.

(c) The Employee is entitled to parental leave for a period of twelve (12) consecutive weeks or a shorter period the Employee requests, commencing,

(a) in the case of a natural mother, immediately following the end of the maternity leave taken under sections 1 through 6, unless the Employer and Employee agree otherwise;

(b) in the case of a natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the newborn child, and

(c) in the case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.

(d) If:

(a) the newborn child or adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the mother or father, and

(b) it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition,

the Employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection 9(c).

14. **Combined Maternity and Parental Leave**

Notwithstanding sections 1 through 10, an Employee's combined entitlement to a leave of absence from work under this Article shall not exceed a total of thirty-two (32) weeks.

15. **Prohibition**

(A) The Employer shall not:

- terminate an Employee, or
- change a condition of employment of an Employee without the Employee's written consent

because of an absence authorized under Article 19.07 or because of the Employee's pregnancy, unless the Employee has been absent for a period exceeding that permitted under Article 19.07.

(B) The burden of proving that:

- the termination of an Employee, or
- a change in a condition of employment of the Employee without the Employee's written consent

is not because of an absence authorized by Article 19.07 or because of an Employee's pregnancy, is on the Employer.

16. All disputes under Article 19.07 will be subject to the normal Grievance Procedure."

ARTICLE 20: SICK DAYS/MEDICAL EMERGENCIES

After the completion of the probationary period, employees shall be entitled to receive a sick leave credit of one and a half (1½) days per month of service to a maximum of 120 days.

Employees will be entitled to use up to a maximum of five (5) days of sick leave credits per year to attend to a medical emergency of an immediate family member as defined in Article 19.03.

ARTICLE 21: TECHNOLOGICAL CHANGE

21.01 During the term of this agreement, any disputes arising in relation to adjustment to technological change, shall be discussed between the bargaining representatives of the two parties to this collective agreement.

21.02 Where the Employer introduces or intends to introduce, a technological change, that:

- (1) affects the terms and conditions, or security of employment of a significant number of Employees to whom this Collective Agreement applies; and
- (2) alters significantly the basis upon which the Collective Agreement was negotiated,

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 10 of this Collective Agreement, bypassing all other steps in the grievance procedure.

21.03 The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the Arbitration Board:

- (1) shall inform the Minister of Labour of its findings, and

- (2) may then or later make any one or more of the following orders:
 - (a) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - (b) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
 - (c) that the Employer reinstate any Employee displaced by reason of the technological change;
 - (d) that the Employer pay to that Employee such compensation in respect of his displacement as the Arbitration Board considers reasonable;

21.04 The Employer will give to the Union in writing at least ninety days notice of any intended technological change that:

- (1) affects the terms and conditions or security of employment of a significant number of Employees to whom this Collective Agreement applies, and
- (2) alters significantly the basis upon which the Collective Agreement was negotiated.

ARTICLE 22: PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

Employees shall be paid by direct deposit into the financial institution of his/her choice at 00:01 every second Friday in accordance with Schedule "A" attached hereto. If the regular pay day falls on a holiday, Employees will be paid on the preceding work day.

22.02 Higher-Paid Classification

In the event of an Employee being temporarily moved to a higher-paid classification for a full shift, the Employee shall receive the higher rate provided for in such classification; such higher rate to be paid for the duration of such temporary transfer.

22.03 Expenses

Employees required to travel on the Employer's business will be reimbursed for travel, meals, accommodation and other miscellaneous expenses in accordance with the current City bylaw providing for the remuneration of elected officials.

ARTICLE 23: TRANSFER AND NEW CLASSIFICATION RATES

23.01 New Classifications

The Employer may institute new classifications in addition to those listed in Schedule "A". Should any new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate in the manner required by Section 9.01. Within thirty (30) calendar days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and, if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 10. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

23.02 Changed Classification

If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If, within thirty (30) calendar days of the submission of such request, which shall be in writing, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 10. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

23.03 Abandonment

If the Union does not request to meet with the Employer to review the classification and rate within thirty (30) calendar days, as provided for in Section 22.01, or if the Union does not refer the difference, if any, to arbitration within thirty (30) calendar days, as provided for in Section 23.02, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

23.04 Extension of Time Limits

The time limits referred to in this Article may be extended by mutual agreement of the Employer and the Union in writing.

ARTICLE 24: GENERAL CLAUSES

24.01 Bulletin Boards

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

24.02 Boot Allowance

Outside Employees will be provided on their first anniversary of their date of hire and each subsequent anniversary a boot allowance of One Hundred Dollars (\$100.00). Boots purchased must be safety toed and to C.S.A. approval.

24.03 Job Descriptions

The Employer shall produce and maintain current job descriptions for all positions within the bargaining unit. Job descriptions shall be prepared in consultation with the Employees affected and shall be available to the Union for review. The Union will have thirty (30) days to present their objections to any job description.

24.04 Casual Employees

Shall mean those employees to provide relief for outside employees for the purpose of vacation, and/or illness or other approved leaves or to assist staff during peak periods. Casual employees will accumulate seniority based on hours worked after they have worked in excess of 455 hours. Casual employees will be entitled to 14% in lieu of all benefits in accordance with Article 18.10.

ARTICLE 25: GENERAL

25.01 Job Related Liability Protection

Any regular Employee, coming within the scope of the Canadian Union of Public Employees, Local No. 1908, will be granted the services of a City solicitor without charge for the purpose of representing him, when he is personally involved in a legal or court action while acting within the reasonable execution of his duties as an Employee.

ARTICLE 26: TERM OF AGREEMENT

26.01 This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from February 4, 2003 and up to and including February 3, 2007 and thereafter from year to year unless either party to this Agreement gives notice to commence collective bargaining in accordance with the Labour Relations Code.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this____ day of _____ 2003.

**ON BEHALF OF:
THE CITY OF ENDERBY:**

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 1908:**

President

Unit Steward

National Representative

SCHEDULE "A" ENDERBY (HOURLY RATES)

CLASSIFICATION	February 4, 2003	February 4, 2004	February 4, 2005	February 4, 2006
	2.5%	2.5%	2.5%	2.0%
SUB-FOREMAN	\$23.00	\$23.58	\$24.16	\$24.65
SYSTEMS OPERATOR	\$22.69	\$23.26	\$23.84	\$24.31
UTILITYPERSON III (upon completion of 16 months service)	\$21.61	\$22.15	\$22.70	\$23.15
UTILITYPERSON II (9 – 16 months service)	\$20.75	\$21.26	\$21.80	\$22.23
UTILITYPERSON I (1 - 8 months service)	\$19.73	\$20.22	\$20.73	\$21.14
DEPUTY TREASURER	\$20.10	\$20.60	\$21.12	\$21.54
ACCOUNTS PAYABLE/CLERK	\$18.95	\$19.43	\$19.91	\$20.31
CLERK-TYPIST	\$14.78	\$15.15	\$15.53	\$15.84

* Employees designated to perform managerial duties in the absence of management personnel will be paid 5% of their job rate for such hours. It is agreed that the premium will only be paid for absences of one week or longer.

* **Job Descriptions:**

"Utilityperson I" - general public works duties, operates equipment on a training basis, no previous municipal experience.

"Utilityperson II" - general public works duties, operates all equipment. Some municipal experience.

"Utilityperson III" - general public works duties, operates all equipment. Operates water and sewer systems.

* Systems Operator – 5% above the Utility Person III

* It is recognized that the Systems Operator will follow the Utility Person's rate of pay until certified to the classification of the facility. It is recognized that the Systems Operator may be assigned public works duties.

There will be one Systems Operator in the bargaining unit. Utility employees will continue to be trained and when certified for the plants they will receive the certified rate only when they operate the plants unsupervised.

LETTER OF UNDERSTANDING

BETWEEN: THE CITY OF ENDERBY
AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1908
RE: BARGAINING UNIT WORK – PUBLIC WORKS SUPERINTENDENT

It is hereby understood and agreed that the amount of bargaining unit work performed by the Public Works Superintendent as agreed in Article 1.02 is limited to twenty-five (25) hours per calendar month, and no more than two (2) hours per work day.

Either party shall have the right to cancel this letter by giving thirty (30) days written notice to the other party.

SIGNED THIS _____ day of _____, 2003.

ON BEHALF OF:

CITY OF ENDERBY:

ON BEHALF OF:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO.1908**

President

Unit Steward

National Representative

Signed: November 23, 1994
Renewed: February 21, 1996
Renewed: February 4, 1999
Renewed: April 7, 2003

OPEIU491

LETTER OF UNDERSTANDING

BETWEEN: THE CITY OF ENDERBY
AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1908
RE: EMPLOYER OBLIGATIONS TO EMPLOYEES

In recognition of the Employer's right to contract out work and in recognition of the Employer's obligation to his Employees, the parties agree as follows:

1. In the event the Employer wishes to examine the feasibility of contracting out work currently being done by bargaining unit Employees then the following process will apply:
 - a) The Employer will provide the Union with an estimate of the cost of doing the work 'in house'.
 - b) The Union may then provide the Employer with any suggestions on productivity improvements, cost or efficiency savings. In the event that the Union wishes to respond, it will do so within ten (10) working days of receiving the said cost estimate.
2. Those Employees named on the agreed to list attached to and forming part of this Letter of Understanding will not lose their employment as a result of contracting out.
3. The Officers of the Union will provide a letter to the Employer offering suggestions and incentives for doing work 'in house' which is currently being contracted out.
4. As a result of Employees being displaced by the contracting out of their jobs, the parties agree there may be a need and/or opportunity for retraining and it is therefore desirable to develop a process for such retraining. This process will be developed through a Labour/Management Committee.
5. Employees who are displaced by the contracting out of their job and covered by number (2) above, shall have the option of receiving severance pay at a rate of one (1) week's pay for each year of seniority to a maximum of ten (10) weeks upon severing his Employee/Employer relationship. The Employee shall have up to three (3) months from the date of displacement to exercise his option. Severance pay will be paid at the rate of the job the Employee was displaced from.

SIGNED THIS _____ day of _____, 2003.

CITY OF ENDERBY:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO.1908**

President

Unit Steward

National Representative

Date: June 23, 1994
Renewed: February 21, 1996
Renewed: February 4, 1999
Renewed: April 7, 2003

CITY OF ENDERBY

DUGDALE, Louise
EDNEY, Colin
ELLINGTON, David Leonard
HILL, Brian
KENNEDY, Bettyann
PEEL, Robert Irwin
WIGHTMAN, R. Edward

LETTER OF UNDERSTANDING

BETWEEN: THE CITY OF ENDERBY
AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1908
RE: HOURS OF WORK – OUTSIDE EMPLOYEES

A shift schedule consisting of not more than two (2) employees shall be implemented.

The normal work day shall consist of a scheduled period of eight (8) hours of work between the hours of 8:00 a.m. and 5:00 p.m., with one (1) hour for lunch. The normal work week shall consist of five (5) such days, Wednesday through Sunday inclusive. The Employer may vary the start and stop times by giving employees one (1) week's notice of such change.

All provisions of the collective agreement shall apply.

SIGNED THIS _____ day of _____, 2003.

ON BEHALF OF:

CITY OF ENDERBY:

ON BEHALF OF:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO.1908**

President

Unit Steward

National Representative

Signed: October 17, 1996
Renewed: February 4, 1999
Renewed: April 7, 2003

OPEIU491

LETTER OF UNDERSTANDING

BETWEEN: THE CITY OF ENDERBY
AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1908
RE: STANDBY (ON CALL)

An employee may be required each week to be on call during hours when employees are normally not on duty. The on call shift will be from 5:00 p.m. to 8:00 a.m., Thursday to the following Thursday inclusive.

In lieu of cash payment for such on call shift, employees will receive twelve (12) hours paid time off. Time off will be taken upon mutual agreement between the employee and his/her supervisor.

The Employer agrees to allocate such standby shift in a fair and equitable manner with all employees participating. Employees performing standby duty will be provided with a cellular phone and/or pager.

All provisions of Article 15 of the collective agreement will apply to employees performing standby duty.

SIGNED THIS _____ day of _____, 2003.

ON BEHALF OF:

ON BEHALF OF:

CITY OF ENDERBY:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO.1908**

President

Unit Steward

National Representative

Signed: October 30, 1996
Renewed: February 4, 1999
Renewed: April 7, 2003
OPEIU491

LETTER OF UNDERSTANDING

BETWEEN: THE CITY OF ENDERBY
AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1908
RE: Excluded Treasurer Position

The parties have agreed in principle to the establishment of a Treasurer's position that would be excluded from the bargaining unit. The parties further agree to meet with the affected individuals to discuss job functions of the Accounts Payable Clerk and Clerk-Typist. At the end of these discussions job descriptions will be developed along with possible wage reclassification should a significant change in the scope of the duties result.

If these details cannot be resolved locally, Bill Dingman and Gerry Bell will meet with the parties to attempt to settle any outstanding issues. If this process fails, an arbitrator will determine the issues.

SIGNED THIS _____ day of _____, 2003.

ON BEHALF OF:

ON BEHALF OF:

CITY OF ENDERBY:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO.1908**

President

Unit Steward

National Representative

OPEIU491

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