

COLLECTIVE AGREEMENT

BETWEEN:

THE CITY OF ARMSTRONG

AND:

*THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2709*

EFFECTIVE: JANUARY 1, 2004 - DECEMBER 31, 2006

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THIS AGREEMENT made and entered into on the _____ day of _____, 2004.

BETWEEN: THE CITY OF ARMSTRONG
A Municipality duly incorporated under the
Statutes of the Province of British Columbia

(Hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2709
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 Armstrong (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;
- (3) To encourage efficiency in 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. 2709, 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.
- 1.02 It is further agreed that except for incidental or emergent situations and except 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.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 Except as otherwise provided in the Agreement, the management, supervision and control of the Employer's operation and the direction of the working force remain the exclusive function of management.

ARTICLE 3 - UNION SECURITY

- 3.01 Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of his employment, apply for and maintain his membership in the Union as a condition of his employment.
- 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 or assessments 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 and/or monthly 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 time that Income Tax (T-4) slips are processed on the computer the Employer

shall program the amount of union dues deducted from the payroll earnings of each union member in the previous year.

ARTICLE 4 - THE EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

4.01 New Employees

The Employer agrees to supply a copy of the current agreement and 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 the Union Security and Dues Checkoff.

4.02 The Employer shall supply the Union with revised copies of the Collective Agreement up to a maximum of fifteen (15) copies.

4.03 Correspondence

Correspondence between the Employer and the Union arising out of this Agreement or incidental thereto shall pass to and from the City Administrator or person holding an equivalent position and the Secretary of the Union. However, this shall not restrict representatives of the Employer or the Union to exchange correspondence provided such correspondence is copied to the City Administrator or the Union Secretary as applicable.

ARTICLE 5 - NO DISCRIMINATION

5.01 The Employer agrees 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, 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 The Employer and the Union agree that all employees have the right to work without sexual harassment. Any complaint by any employee alleging sexual harassment will be dealt with in the Grievance Procedure and will commence at Step 3 as outlined in Article 10.03.

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 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) 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 Bargaining Committee

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions shall be referred to the Bargaining Committee for discussion and settlement.

6.04 Representation of Canadian Union

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 external resource persons 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.

6.06 Time Off for Meetings

Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the privilege of attending Committee meetings held

within working hours without loss of remuneration to deal with matters referenced in Article 6.03 and provided approval of the Employer has been obtained.

6.07 Labour-Management Committee

A joint Labour-Management Committee shall be established. The purpose of this Committee shall be to attempt to resolve items of concern of either party, prior to these items becoming a dispute. The Committee shall meet at least once every two months.

ARTICLE 7 - SENIORITY

7.01 (a) Seniority Defined

Seniority for full and part time employees shall be measured by the length of service in the employ of the Employer and shall prevail on a bargaining unit wide basis.

Casual employees shall not accumulate any seniority until such time as they attain a posted position.

(b) Definition of Employees

Regular Employee - an employee holding a permanent posted full-time position.

Casual Employee - an employee who does not hold a permanent position which the City awarded following the posting procedure (Article 9).

Part-time Employee - an employee who works a standing fixed schedule which is less than 35 hours each week.

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 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 Newly hired employees shall be on a probationary basis for a period of ninety (90) calendar days from the date of employment commencement. During the

probationary period, employees shall be entitled to all rights and privileges of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment commencement.

7.04 Seniority during Absence

- (a) Except as provided in Sub-Section (b), an employee shall not lose his seniority if he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.
- (b) An employee shall lose his seniority in the event:
 - (i) He is discharged for just and reasonable cause;
 - (ii) He resigns;
 - (iii) He is absent from work in excess of three (3) working days without approval, unless it was not reasonably possible to contact the Employer to request such approval;
 - (iv) After a lay-off he fails to return to work within five (5) working days after being notified of recall; unless through sickness or other just cause it was not reasonably possible to contact the Employer. It shall be the responsibility of the employee to keep the Employer informed of his current address;
 - (v) He is terminated and not recalled or reinstated;
 - (vi) He is laid off for a period longer than twelve (12) consecutive months.

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 - LAY-OFFS AND RECALLS

8.01 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

8.02 Role of Seniority in Layoffs

In event of layoff, probationary employees shall be laid off first, and thereafter employees shall be laid off in reverse order of seniority, provided that there are available employees with seniority who are qualified and willing to do the work of employees laid off. An employee about to be laid off may bump any employee with less seniority, provided the employee exercising the right is qualified and competent to perform the work of the less senior employee. The laid off employee shall have five (5) days to determine where the bump shall take place. The right to bump shall include the right to bump up.

8.03 Recall Procedure

In the case of employees who have completed the probationary period and are laid off due to lack of work, such employees shall be entitled to recall for employment in order of seniority, provided they are qualified to do the work available.

8.04 No New Employees

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

8.05 Advance Notice of Lay-offs

Unless legislation is more favourable to the employees, the employer shall notify employees who are to be laid off one (1) week prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article, he shall be paid for the days for which work was not made available.

Casual employees shall be called into work for the purposes of replacing regular employees or for emergency work. These employees shall work full shifts when called to work.

The Employer shall pay an employee reporting for work as required by the Employer, his regular wage for the entire period spent at the place of work, with a minimum pay in any one day of:

1. Two (2) hours pay unless the employee is unfit to perform his duties or has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board, or
2. When the employee commences work, four (4) hours pay unless work is suspended due to inclement weather or reasons completely beyond the

control of the employer, in which case paragraph (1) shall apply.

8.06 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

8.07 In the event an employee who is off work due to sickness or accident, returns to work, and that such return will result in the layoff of an employee with less seniority, the returning employee should give as much notice of his intended return to the employer as soon as the return date becomes known to the employee.

In the event of a return to work by an employee who is off work due to sickness or accident, results in the layoff of a junior employee, and such return date does not allow the employer to give proper notice of layoff to the junior employee as per Article 8.05, such provisions will be waived.

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 send a copy of the notice to Local 2709 and post notice of the position in the Employer's offices, shops, and on all 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. No advertisement for additional employees shall be made until after such posting has been completed.

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 shall be posted within thirty (30) days.

This article does not apply to temporary positions, however any temporary vacancies exceeding 30 days shall be posted as a temporary vacancy.

9.03 Method of Making Appointments

- (a) 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 competence and qualifications. The successful applicant shall be placed on probation for a period of up to one (1) month. Conditional on satisfactory service, such trial promotion shall become permanent after the period of one (1) month. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he shall be returned to his former position and salary without loss of seniority and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position and salary without loss of seniority.
- (b) Such appointments shall be made not later than thirty (30) days after the closing date of the posting, and the successful applicant shall be appointed to the job within those thirty (30) days.

9.04 Handicapped and Older Worker Provision

Employees who have given long service in the employ of the Employer and who have become unable to handle their regular job, may be given preference for alternate employment as is suitable and available consistent with seniority.

9.05 On The Job Training

The Employer agrees, wherever practical, to provide an opportunity for employees to receive on the job training to facilitate qualification for promotion or job understanding.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Permission to Leave Work

Union Stewards and members of the Grievance Committee shall be permitted time off to handle grievances without loss of pay, provided they have first sought and obtained permission from their immediate superior to absent themselves from their regular duties for that purpose, which permission shall not be unreasonably withheld.

10.02 Definition of Grievance

"Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any questions as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action or relating to employment where it is alleged that the Employer has acted unjustly. "Party", as used in Articles 11 and 12 of this Agreement, shall mean the Union and it shall also mean the Employer.

10.03 Settling of Grievances

Step 1 The employee concerned, in person, with his Union Steward in attendance, shall first seek to settle the grievance with the City Administrator or person holding an equivalent position, within thirty (30) days from the time the grievance became known to the employee or the Union, in the case of a policy grievance.

Step 2 If a satisfactory settlement is not reached within seven (7) days under Step 1, the Grievance Committee may submit the grievance in writing to the Council and the Council shall meet or direct a Committee of Council and the Municipal Administrator or person holding an equivalent position, or his authorized representative, to meet with the Grievance Committee with a view to settling the grievance.

Step 3 If a satisfactory settlement is not reached within seven (7) days after the grievance was submitted under Step 2, the Union may refer the grievance to a Board of Arbitration as set out in Article 11.

10.04 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. The grievance shall be initiated at Step 1.

10.05 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 immediately file a grievance in Step 1 of the Grievance Procedure. Until the grievance has been disposed of by the Department Head or his authorized representative, at Step 2 of Section 10.03, the employee or employees concerned shall have the right to refuse to work under the alleged unsafe conditions.

10.06 Replies in Writing

Replies to grievances shall be in writing at all stages following Step 1.

10.07 The Employer shall supply the necessary facilities for the grievance/arbitration meetings; provided such meetings can be scheduled within the Employer's premises.

ARTICLE 11 - ARBITRATION

11.01 Board of Arbitration

- (a) A Board of Arbitration shall consist of three (3) members, one to be chosen by each party, the third, who shall be Chairman, to be selected by the two so appointed. The members chosen by the parties must meet within seven (7) days of their selection, and they shall be allowed a further seven (7) days to agree upon a Chairman. If they fail to agree upon a Chairman either party may apply to the Minister of Labour to appoint a Chairman.
- (b) Upon his selection or appointment the Chairman of the Board of Arbitration shall fix a date for hearing the grievance.
- (c) The Board shall deliver its award in writing to each of the parties after all the evidence has been submitted. The award of the majority of the Board shall be the award of the Board and shall be binding upon the parties.
- (d) Grievances submitted to a Board of Arbitration shall be in writing and shall clearly specify the nature of the issue.
- (e) Each party shall bear the fee and expenses of the member appointed by such party and shall pay half the fee and expenses of the Chairman.

11.02 Amending of Time Limits

Time limits mentioned in Articles 10 and 11 refer to clear calendar days and may only be extended by mutual agreement of the parties in writing.

11.03 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee concerned as a witness and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

11.04 Single Arbitrator

Notwithstanding the foregoing, the parties may mutually 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) man Board will apply.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 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.

12.02 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.

12.03 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 Department Head or person holding an equivalent position under Step 1 of Article 10.03.

12.04 Should it be found upon investigation that an employee has been suspended or discharged for other than just cause 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.

12.05 (a) All warning and reprimand letters shall be considered as a form of discipline and shall be subject to the provisions of the Grievance Procedure.

(b) The Employer agrees all employees will have access to their personnel files. Employees may respond in writing to any report on their personnel file, and such response will become part of the file.

(c) All letters of discipline and reprimand shall be removed from an employee's file after 24 months providing there have been no further similar occurrences.

ARTICLE 13 - HOURS OF WORK

13.01 Normal Work Day and Normal Work Week

The normal work day and the normal work week shall be:

(a) Office Employees

The normal work day shall consist of a scheduled period of seven (7) hours of work between the hours of 8:00 A.M. and 5:00 P.M. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.

(b) Outside Employees

The normal work day shall consist of a scheduled period of eight (8) hours of work between the hours of 6:00 A.M. and 6:00 P.M. An evening shift between 6:00 P.M. and 6:00 A.M. Notice of shift change shall be eight (8) hours. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.

Casual employees may be required to work on either Saturdays or Sundays on an as-needed basis.

Effective January 1, 2004, Monday to Friday inclusive will not apply to full time positions filled after this date. This shall apply only to the junior employee hired.

(c) Notwithstanding the provisions of 13.01 (a) and (b), the Employer and the Union may vary the start-quit times.

13.02 Rest Periods

Employees 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 14 - OVERTIME

14.01 All time worked outside the scheduled hours constituting an employee's normal work day or his normal work week shall be considered overtime and shall be paid for as follows:

(a) On an employee's normal work day, time and one-half for the first two (2) hours and double time thereafter.

- (b) On an employee's days of rest, double time.
- (c) On an employee's statutory holiday, double time; plus his entitlement to the statutory holiday pay.
- (d) All overtime must be authorized by the City Administrator. In the event of an emergency, overtime may be authorized by the immediate supervisor or the person authorized to be on standby. Failing such authorization, an employee shall not receive overtime pay for any overtime worked.
- (e) Casual employees working on a Saturday or Sunday shall not be deemed to be working overtime, unless their hours extended beyond 8 hours in one day.
- (f) All overtime shall be assigned on a seniority basis. Senior employees shall have first right of refusal for all overtime.

14.02 Minimum Call-Out Time

In the event of an employee being called out on emergency work during hours other than his regular working hours, he shall be entitled to a minimum of two (2) hours at double time.

14.03 Standby

An employee who is required to be on standby at a time or times other than his regular working hours, shall be paid a premium for each day he is on standby, as follows:

- (a) Two (2) hours' pay at his regular rate of pay for each normal work day on which the employee was on standby and also worked his regular eight (8) hour shift.
- (b) An employee shall receive eight (8) hours pay at his regular rate of pay for each weekend on standby. For the purpose of this section weekend shall consist of those hours commencing after the normal working hours each Friday to the start of the normal work day each Monday. Standby pay shall be extended by 4 hours and the standby period extended by 24 hours for statutory holidays.

Work performed during hours normally worked, shall be done by bargaining unit staff only.

Employees shall be allowed to take the Friday following their standby weekend off of work in lieu of standby pay.

All after hour call outs shall be assigned to the person designated for standby. Any additional staff shall be called on a seniority basis.

14.04 An employee on standby who is called out for work shall be paid for all time worked outside the scheduled hours constituting his normal day at the applicable overtime rate with a minimum guarantee of two hours pay. This guarantee shall not apply when the call-out extends into the employee's normal working hours.

14.05 Employees on standby on weekends shall be equipped with a pager system.

All employees on standby shall have the use of a City vehicle to respond to the call out. This shall include the right to take the vehicle to their home.

ARTICLE 15 - STATUTORY HOLIDAYS

15.01 All employees shall, after completion of thirty (30) days of continuous employment, receive one (1) day's pay for not working on the following holidays:

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

and any other day proclaimed or declared by the Federal or Provincial Governments or by the Employer as a holiday.

15.02 When statutory holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the holiday, at their regular rate of pay; such day off to be taken at the discretion of the Department Head concerned, within two (2) weeks following such a holiday.

ARTICLE 16 - ANNUAL VACATIONS

16.01 Vacation Year - Definition of

The term "vacation year", as used in this Agreement, shall mean the twelve (12) month period running from January 1st to December 31st of the previous calendar year.

16.02 New Employees

Effective the first of the calendar year following the year an employee enters service with the Employer, he shall be entitled to annual vacations in accordance with the following schedule:

- (a) Accumulated service from day of entering service to December 31, ten (10) complete months or more - fifteen (15) working days.
- (b) Accumulated service at December 31 of less than ten (10) complete months - 1 1/2 days for each complete month of service.

16.03 Anniversary Date

On December 31st of each year, employees are credited with an anniversary date, regardless of when employment commenced in the previous twelve (12) months.

16.04 Vacation Entitlement

After 1 year service - 2 weeks
After 3 years of service - 3 weeks
After 8 years service - 4 weeks
After 10 years of service- 5 weeks
After 15 years service - 6 weeks

*Any current employee with more vacation than above shall receive their normal entitlement.

Payment for such vacation shall be at the employee's rate of pay as at the time he takes his vacation.

16.05 Employees on Layoff

The provisions of Article 16.02 shall not apply to an employee who is laid off. Vacation entitlement for such employee shall be as follows:

- (a) During each of the first eight (8) years of service, as calculated under the provisions of Section 16.03, six (6) percent of his total earnings during the current calendar year, to be paid to him at the time of layoff, or if the

employee so elects, to be paid to him as vacation pay during the following calendar year when he may take a vacation not exceeding three (3) calendar weeks.

- (b) During the ninth (9th) and up to and including the sixteenth (16th) year of service, as calculated under the provisions of Section 16.03, eight (8) percent of his total earnings during the current calendar year, to be paid to him at the time of layoff, or if the employee so elects, to be paid to him as vacation pay during the following calendar year when he may take a vacation not exceeding four (4) calendar weeks.
- (c) During the seventeenth (17th) and up to and including the twenty-fifth (25th) year of service, as calculated under the provisions of Section 16.03, ten (10) percent of his total earnings during the current calendar year, to be paid to him at the time of layoff, or if the employee so elects, to be paid to him as vacation pay during the following calendar year when he may take a vacation not exceeding five (5) calendar weeks.
- (d) During the twenty-sixth (26th) and subsequent years of service, as calculated under the provisions of Section 16.03, twelve (12) percent of his total earnings during the current calendar year, to be paid to him at the time of layoff, or if the employee so elects, to be paid to him as vacation pay during the following calendar year when he may take a vacation not exceeding six (6) calendar weeks.

16.06 An employee who is paid his vacation entitlement at the time of layoff shall not be entitled to a paid vacation during the following calendar year.

16.07 Holidays During Vacation

If a statutory holiday or declared holiday falls or is observed during an employee's vacation period, he shall be granted an additional day's vacation for each such holiday in addition to his regular vacation time.

16.08 Scheduling of Vacations

- (a) Vacations shall be granted at such time as is mutually agreed upon by the employee and the Employer. Preference in choice of vacation period shall be accorded the employee with the greatest seniority.
- (b) Vacations earned during the vacation year shall be taken in the calendar year immediately following and cannot be postponed without the written consent of the Employer.

16.09 Termination of Employment

In the event of termination of employment the provisions of the Employment Standards Act shall apply; except that, in the case of an employee who has not been discharged for proper cause and who has given the Employer fourteen (14) calendar days notice of termination, the basis of calculation shall be six (6) percent of his total earnings if he has over one (1) year service, eight (8) percent of his total earnings if he has over eight (8) years service, and ten (10) percent of his total earnings if he has over sixteen (16) years service, and twelve (12) percent of his total earnings if he has over twenty-five (25) years service, as calculated under the provisions of Section 16.03.

16.10 Employees on Long Term Disability

Employees while on Long Term Disability will not accrue vacation entitlement.

ARTICLE 17 - BENEFITS

The following benefits will be provided by the Employer to employees covered by this Agreement:

17.01 Group Life Insurance and Accidental Death and Dismemberment

Group Life Insurance and Accidental Death and Dismemberment for each eligible employee two times their annual earnings. The monthly premium cost for the Group Life and Accidental Death and Dismemberment Plan shall be 100% Employer paid.

17.02 Medical Services Plan

Each eligible employee shall be enrolled in the above plan at no cost to the employee.

17.03 Extended Health Benefits

Each eligible employee shall be enrolled in the above plan. The monthly premium cost for the Extended Health Benefits Plan shall be 100% Employer paid.

Extended health benefits shall include in addition to the standard benefit:

- Eyeglass option - \$300 every 2 years per person covered
- Hearing aid option - \$400 every 5 years per person covered
- Lifetime maximum of \$1 million per person covered

17.04 Dental Plan

The basic dental plan shall be as follows:

- (i) The basic dental plan will be 100% coverage with no ceiling.
- ii) Prosthetics, Crowns and Bridges (Levels 3b, 4, 5) Plan pays 60% of approved schedule of fees.
- iii) The monthly premium costs for the Dental Plan shall be 100% Employer paid.

17.05 Long Term Disability Plan

- (a) Unless otherwise agreed, a Long Term Disability Plan will be available to employees working a 35 or 40 hour week as follows:

In the event an employee becomes totally disabled as a result of sickness or accident, then after an employee has been totally disabled for four (4) months, the employee shall be eligible to receive a monthly benefit equal to the sum of $66 \frac{2}{3}$ percent of his basic monthly earnings to a maximum of \$2,500.00.

For purposes of the foregoing, earnings shall mean basic monthly earnings as at the date of disability.

The Long Term Disability benefit payment will be made so long as an employee remains totally disabled and will cease on the date the employee reaches age sixty-five (65), recovers, or dies, whichever occurs first.

- (b) The monthly premium costs for the Long Term Disability Plan shall be paid by the Employer (75%) and the employee (25%).

17.06 Participation in the Benefit Plans set out in 17.01 to 17.05 inclusive, shall be mandatory upon successful completion of three months continuous service by employees.

17.07 An employee laid off or on an approved leave of absence, shall be eligible for the continuation of benefit coverage in accordance with the Employer's Plan Carrier for a period of six (6) months, provided the full monthly premium cost of specific benefits are paid by the employee (100%) and he has made the necessary arrangements with

the Payroll Department. The provisions of this article shall also apply to medical coverage for employees under the B.C. Medical Plan.

17.08 Sick Leave Entitlement

After the completion of the probation period employees shall be entitled to receive a sick leave credit of one and one-half (1 1/2) days for every month of service with the Employer cumulative to a maximum of one hundred and fifty (150) sick days.

The employees shall be given an updated notice of their accumulated sick leave as of May 1 each year.

The Employer may request a medical certificate for an illness if the employee is away for three (3) consecutive working days. Upon presentation of a paid receipt, any costs associated with a doctor's certificate shall be paid in full by the Employer.

Where legitimate illness or injury prevents attendance at work, an employee will be entitled to use their accumulated sick time.

The Union agrees to cooperate in ensuring that there is no abuse of this privilege. Should there be an abuse, the Parties shall meet to discuss solutions.

Sick Leave credits shall not be accrued while an employee is on Long Term Disability.

17.09 Supplement to Long Term Disability Payment

An employee that becomes eligible to receive payments under the Employer's Long Term Disability Plan may supplement his monthly payment to bring the same up to his level of his regular monthly earnings by drawing on their accumulated sick leave credit until such credit is exhausted.

17.10 Superannuation

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 the contributions required of him under the provisions of the Pension (Municipal) Act.

17.11 Retirement Age

On the last day of the month after reaching maximum retirement age under the provisions of the Pension (Municipal) Act, every employee will automatically cease

to be employed, but the Employer may employ or re-employ an individual over retirement age on a temporary basis.

17.12 Casual employees shall be paid 14% in lieu of Article 17 benefits, statutory holiday pay and vacation pay. Part time employees shall receive 10% in lieu of benefits, but shall receive sick leave, statutory holiday pay and vacation pay.

17.13 Medical/License Fees

- a) Medical expenses incurred for medical exams required by the Employer, shall be 100% reimbursed by the Employer.
- b) Any renewal costs for Drivers Licenses shall be reimbursed on the basis of costs in excess of standard Class 5 license fees.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Union Conventions

Leave of absence up to a maximum of twenty (20) working days without pay and without loss of seniority shall be granted to a maximum of two (2) employees to represent the Union at Union Conventions. Such notice shall be in writing to the Administrator or person holding equivalent position at least seven (7) days prior to the Union Convention and a reply in writing shall be given within three (3) days after such request has been made.

18.02 Bereavement Leave

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

One-half (1/2) day shall be granted without loss of salary or wages to attend a funeral provided such employee has the approval of his supervisor.

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 or child.

18.03 Leave for Union Officers

Any employee who is elected or selected for a full or part-time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without pay and without benefits of any kind should the leave exceed thirty (30) days and 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.

18.04 General Leave

The Employer may grant leave of absence without pay and without benefits of any kind and without loss of seniority 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, and provided in the Employer's sole opinion, the leave will not have an adverse impact on the Employer's operations. Subject to the approval of the City's Insurers, an employee may opt to stay on benefits coverage provided the employee pays 100% of the premium.

18.05 Jury Duty or Court Witness

The Employer shall pay an employee who is served with a subpoena 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.

18.06 Maternity Leave

- (a) An employee, on her written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of 18 consecutive weeks or a shorter period the employee requests, commencing 11 weeks immediately before the estimated date of birth or a later time the employee requests.
- (b) Regardless of the date of commencement of the leave of absence taken under (a) the leave shall not end before the expiration of 6 weeks following the actual date of birth of the child unless the employee requests a shorter period.
- (c) A request for a shorter period under section (b) must be given in writing to the Employer at least one week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to

resume work.

- (d) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under section (a), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of 6 consecutive weeks, or a shorter period the employee requests, commencing on the specified date.
- (e) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of 6 consecutive weeks.
- (f) An Employer may require an employee to commence a leave of absence where the duties of the employee substantiated by the employee's duly licensed medical practitioner 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.
- (g) The services of an employee who is absent from work in accordance with this Article shall be considered continuous for 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:
 - (i) the Employer pays the total cost of the plan, or
 - (ii) 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.
- (h) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article 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.
- (i) All provisions of this Article shall be in accordance with the *Employment Insurance Act* and the *Employment Standards Act and Regulations (BC)*.

ARTICLE 19 - TECHNOLOGICAL CHANGE

See Appendix I.

If the parties fail to reach an agreement after deliberation as per Appendix I either party may refer to Arbitration as per Article 11.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

Employees shall be paid every second Friday by 12:00 Noon in accordance with Schedule "A" attached hereto and such pay shall include all overtime earnings for the two preceding weeks. If the regular pay day falls on a holiday, employees will be paid on the preceding work day.

20.02 Payments Falling Due During Vacation

Pay cheques for vacation periods, at the option of the employee, may be issued the day before an employee's vacation begins.

20.03 Pay For Working More Than One Job

- (a) An employee working on more than one job during a day shall be paid at the higher rate for hours so worked.
- (b) Shift differential for any scheduled hours worked prior to 6:00 AM or after 6:00 PM shall be \$.75 per hour.

20.04 Vacation Pay

An employee shall be paid for annual vacation to which he is entitled at the monthly or hourly rate for the regular occupational classification for which he is listed or classified under Schedule "A" by the Employer.

20.05 Calculation of Overtime Rates

For the purpose of calculating the equivalent hourly rate in computation of overtime or time taken off by an employee paid at a monthly rate of wages, the monthly rate shall be divided by one hundred seventy-three (173) for outside employees and one

hundred fifty-two (152) for office employees.

20.06 Hot Mix or Live Sewer Work

Any employee required to work with hot asphalt mix, or live sewer, or waterline maintenance, shall be entitled to a dirty pay premium of seventy-five cents (\$.75) per hour while actually so employed. Dirty pay premium shall mean employees working in sewer lift stations below ground level; in sewer manholes; on sewer lines containing effluent; spreading hot asphalt mix for patching/paving purposes; waterline repairs where excessive muddy conditions caused by a break or leak are prevalent.

20.07 All outside employees shall each receive annually, a clothing allowance of one hundred dollars (\$100) per year.

20.08 Alternate First Aide Attendant

An employee who replaces the designated First Aide Attendant shall be paid \$1.00 per hour in addition to the employee's regular rate of pay.

ARTICLE 21 - TRANSFER AND NEW CLASSIFICATION RATES

21.01 Higher Paid Classification

In the event of an employee being temporarily moved to a higher paid classification, the employee shall receive the higher rate provided for in such classifications; such higher rate to be paid for the duration of such temporary transfer only.

21.02 Lower Paid Classifications

In the event an employee is required to transfer temporarily to a lower classification, such employee shall suffer no reduction in wages until after fifteen (15) working days, because of such transfer.

21.03 New Classifications

The Employer may institute new classifications in addition to those listed in Schedule "A". Should any such 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 11. 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.

21.04 Changed Classification

If the Union claims that the duties of an existing classification as outlined in a job description prepared by the Employer and accepted by the Union 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 11. 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.

21.05 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 21.03 and/or Section 21.04, or if the Union does not refer the difference, if any, to arbitration within thirty (30) calendar days, as provided for in Section 21.03 and/or 21.04, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

ARTICLE 22 - SEVERANCE PAY

22.01 Subject to the conditions set out in Sections 22.02 to 22.06 inclusive, the Employer will provide severance pay equivalent to one (1) week's pay for each year of service to employees who are unable to continue in their jobs because of non-compensable injury or illness, mental or physical condition, or who become redundant due to the introduction of new methods, equipment or organization.

22.02 The Employer will endeavour to place an employee referred to in Section 22.01 in other work consistent with his mental or physical condition or other qualifications and will endeavour to provide any necessary training or retraining. Except for the situation referred to in Section 22.03 should the employee refuse to be placed in such

other work or to undergo training, he shall not be entitled to severance pay.

- 22.03 Notwithstanding the provisions of Section 22.02 an employee who becomes redundant due to the introduction of new methods, equipment, or organization, shall be entitled to severance pay if the only other work in which he can be placed or for which he can be trained falls within a lower rated classification than the job held by him at the time he became redundant.
- 22.04 To become eligible for severance pay an employee must have worked not less than ten (10) years of continuous service in the employ of the Employer.
- 22.05 The provisions of this Article do not apply to employees who are laid off due to shortage of work and not because of redundancy as defined in Section 22.01.
- 22.06 The amount of severance pay to which an employee shall be entitled shall not exceed fifteen (15) weeks.

ARTICLE 23 - GENERAL CLAUSES

23.01 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 such other notices as may be of interest to the employees.

23.02 Grant Workers

All grant workers, working under the direction of the Employer, will be considered employees insofar as the Employer is concerned. The rate of pay and benefits will be negotiated with the Union.

23.03 Job Security

No employee in the bargaining unit as of the date of signing of the Collective Agreement, shall be laid off or suffer a loss of normal hours of work as a direct result of contracting out.

ARTICLE 24 - TERM OF AGREEMENT

- 24.01 This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the first day of January 2004, and up to and including the thirty-first day of December 2006, 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 of British Columbia. During the period of collective bargaining, this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this _____ day of _____, 2004, on behalf of:

THE CITY OF ARMSTRONG

C.U.P.E. LOCAL NO. 2709

Mayor

Authorized Signatory

City Administrator

Authorized Signatory

SCHEDULE "A"

<u>CLASSIFICATION</u>	Jan.1 <u>2004</u> 1.5%	Jan.1 <u>2005</u> 1.5%	Jan.1 <u>2006</u> 1.5%
<u>INSIDE WORKERS:</u>			
Accounting Clerk /Office Clerk Cashier	\$ 21.09	\$ 21.41	\$ 21.73
Clerk Typist	\$ 15.07	\$ 15.30	\$ 15.53
<u>OUTSIDE WORKERS:</u>			
Lead Hand	\$ 23.95	\$ 24.31	\$ 24.68
Equipment Operator/ Utilityman	\$ 22.06	\$ 22.39	\$ 22.72
Utility Man	\$ 21.79	\$ 22.12	\$ 22.45
Water Waste Water Operator	\$ 24.85	\$25.22	\$ 25.60

APPENDIX I

Adjustment Plan

- (1) If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies.
 - (a) the employer shall give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to be effected, and
 - (b) after notice has been given, the employer and trade union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
 - (ii) human resource planning and employee counselling and retraining;
 - (iii) notice of termination;
 - (iv) severance pay;
 - (v) entitlement to pension and other benefits including early retirement benefits;
 - (vi) a bipartite process for overseeing the implementation of the adjustment plan.
- (2) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the employer and the trade union.
- (3) Subsections (1) and (2) do not apply to the termination of the employment of employees referred to in section 49.2 of the Employment Standards Act.

LETTER OF UNDERSTANDING
COMPRESSED HOURS OF WORK

The Parties agree to the following:

The compressed hours of work for clerical staff shall be as follows:

The currently worked normal 35 hours per week shall be spread over a two week 9 working day cycle.

The normal daily hours of work shall be 8:30 a.m. to 5:00 p.m., with a three quarters of an hour lunch break for a total of seven and three quarter (7 3/4) hours per day for each of the 9 work days in the 10 day cycle.

Employees shall accumulate 9 three quarter hour credits which shall be used to allow one full paid 7 hour day off every two weeks, to be taken in conjunction with the employee's days of rest, unless otherwise arranged by mutual consent.

The accumulation of and use of sick leave, vacation and other work day related credits shall remain unchanged.

Should a Paid Holiday fall on the designated Friday off or on any other day designated as the day off, an additional day off shall be granted.

Either party to this Letter of Understanding may, upon giving the other party ten days written notice, cancel this Letter of Understanding.

Signed this _____ day of _____ 2004.

THE CITY OF ARMSTRONG

C.U.P.E. LOCAL NO. 2709

LETTER OF UNDERSTANDING

CO-OP STUDENT

Both parties agree to the hiring of a Co-op Student to work in the sewage collection, treatment and disposal area to gain practical experience.

The following conditions apply to the employment of this individual:

1. The student will be employed for three (3) terms as outlined in the Okanagan College course description. (September - December, May - August, May - August).
2. The rates of pay should be
\$10.00 per hour for term one
\$11.00 per hour for term two
\$12.00 per hour for term three
3. The student's employment shall not be extended beyond the above terms without approval from the Union.
4. The Co-op student will not accumulate seniority but shall be entitled to sick leave as per the Collective Agreement and will be covered by Workers' Compensation.
5. At the conclusion of the three work terms, this program and agreement shall be reviewed by both parties.

Signed this _____ day of _____ 2004.

THE CITY OF ARMSTRONG

C.U.P.E. LOCAL NO. 2709
