

# **Collective Agreement**

*Between*

***The Corporation of the  
City of Rossland***

*And*

***Canadian Union of Public Employees  
Local 2087***



Effective March 1, 2003 - February 28, 2007

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## **PREAMBLE**

In a small community, Council members are in public service just as municipal employees are. In this context, Council, management and unionized employees alike are expected to perform their specific duties honestly and willingly, to the best of their skill and ability. As Council, management and unionized employees form a public service team, the purpose of this contract is not simply to establish minimum requirements which an employee must meet in order to be entitled to pay and benefits, the purpose of this contract is to define working conditions and help resolve disputes which may arise in the work place, all for the purpose of providing good quality service to the community.

## **DEFINITIONS**

"*SERVICE DATE*" means first day of work.

"*REGULAR FULL-TIME EMPLOYEE*" means an employee who works regularly scheduled full-time shifts. These employees accumulate seniority and are entitled to all benefits outlined in this Agreement.

"*REGULAR PART-TIME EMPLOYEE*" means an employee who works regularly scheduled shifts but does not work the scheduled hours of a full-time employee. These employees accumulate seniority and are entitled to all benefits outlined in this Agreement, except as otherwise stated herein.

"*TEMPORARY EMPLOYEE*" means an employee hired for a specific period of time. Such employee shall accumulate seniority and other benefits of this Agreement, except as otherwise stated herein. On completion of the temporary position, all seniority shall cease.

"*CASUAL EMPLOYEE*" means any employee hired on an intermittent basis. Casual employees shall be entitled to seniority and other benefits as specified when they have completed ninety (90) days worked within a twelve (12) month period.

"*SEASONAL EMPLOYEE*" means any employee hired for work of a seasonal nature. Seasonal work is differentiated from casual or temporary work in the sense that seasonal work is continuous but limited to a specific season (i.e. summer or winter). Seasonal work is differentiated from regular part-time work in the sense that, during a designated season, the work is performed on a full-time basis.

"*STUDENT EMPLOYEE*" means a high school graduate or a college or university student who is registered to attend a bona fide college or university and who seeks employment. Unless otherwise specified in this Agreement, Student Employees are entitled to statutory benefits only. They do not accumulate seniority.

"*DAY*" means Calendar Day.

"*WEEK*" means the regular working week for employees as per Article 10 of this Agreement - Hours of Work.

"*MONTH*" means Calendar Month.

"*YEAR*" means a period of twelve (12) months from one given date to another.

"*RUNNING LUNCH*" shall not be interpreted as a sit-down lunch, but a lunch to be eaten when conditions permit.

*"LEAD HAND/CHARGE HAND"* means a person who, over and above his/her regular work, supervises but remains under the supervision of a foreman. This person shall be specifically assigned this position by his/her immediate Supervisor having regard for the employee being the senior permanent employee qualified to perform the job duties and having not less than three (3) employees under his/her supervision.

## **ARTICLE 1 - RECOGNITION OF THE UNION**

### 1.01 Sole Bargaining Agency

The City recognizes the Canadian Union of Public Employees and its Local 2087 as the sole and exclusive collective bargaining agent for all employees as certified under its jurisdiction by the British Columbia Labour Relations Board, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters covered by the Collective Agreement under the provisions of the B.C. labour statutes.

### 1.02 Union Induction

All employees who are covered by the Union's Certificate of Bargaining Authority shall pay dues to the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall pay dues by payroll deduction to the Union within thirty (30) days of employment.

### 1.03 No Discrimination

The City agrees there shall be no intimidation or discrimination against any employee by reason of his/her activities as a member of the Union and the Union agrees that there shall be no intimidation on its part against any employee of the City.

1.04 The Union and the employer recognize the right of employees to work in an environment free from sexual harassment. Therefore, the Union and the employer agree to cooperate in resolving any complaints of sexual harassment which may arise in the work place.

1.05 An employee may initiate a discrimination or sexual harassment grievance at any step of the grievance procedure. Such grievances shall be handled with all possible confidentiality and dispatch.

1.06 The employer and its employees agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff 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/her membership in a Labour Union, and the employees shall at all times and in like manner act in good faith toward the employer.

### 1.07 No Strikes or Lockouts

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

1.08 Managerial Exclusions

Without restricting the generality of the foregoing sections, it is agreed that the positions identified in the City's Management Bylaw as Officers or Officials shall be excluded from the terms of this Agreement.

1.09 Union Check-Off and Induction

The City agrees to the monthly check-off of all union dues, assessments, initiation fees and written assignments of amounts equal to union dues.

1.10 The City shall, during the life of this Agreement, deduct as a condition of employment a sum equivalent to dues as set by the Union from the pay due each calendar month to each employee and remit the same to the Financial Secretary of the Union in the month following in which such deductions are made.

1.11 The City shall type on the Income Tax (T-4) Forms, the amount of union dues paid by each union member for the appropriate period.

1.12 The City shall at the time of making such remittances, enclose a list of such employees from whose pay cheque such deductions are made.

1.13 The City agrees to acquaint new employees with the fact that a Collective Agreement between the parties is in effect and with the conditions of employment and providing the new employee an opportunity to meet with the Union Stewards on or shortly after employment.

1.14 Shop Stewards

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

1.15 Bulletin Boards

The City agrees that the Union shall have the right to maintain a bulletin board in a conspicuous and convenient place, provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and postings and reports of the Union.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Management of the City's business, the promotion, demotion or discharge for proper cause and the direction of the working forces including the hiring is vested exclusively in the City, except as may be otherwise specifically provided in this Agreement.
- 2.02 The City shall have the right to retire an employee at age sixty-five (65) years in accordance with the provisions of the Municipal Pension Plan.
- 2.03 The Union agrees that the City has the right to make and alter from time to time, as the necessity arises, rules and regulations to be observed by all employees, which rules, regulations and/or amendments shall not be inconsistent with the provisions of this Agreement.
- 2.04 All rules, regulations and/or amendments shall be communicated in writing to the Union.
- 2.05 The selection of Managerial/Supervisory staff shall be entirely a matter for the discretion of the City.

## **ARTICLE 3 - TECHNOLOGICAL, AUTOMATION & OTHER CHANGES**

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

### 3.02 Notification of Changes

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

### 3.03 Technological Displacement

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

### 3.04 Displacement

In the event that a regular employee is displaced, he/she shall be offered an opportunity to bid on jobs held by employees with less seniority, providing the displaced employee possesses the qualifications required of the job held by the junior employee.

### 3.05 Training Programs

- a) Where an employee decides to enter into a training program to improve or acquire skills which are of present or potentially future benefit to the City, the City may provide training assistance in the form of time off with pay, or tuition, or books and related teaching aids, or any combination thereof, subject to the successful completion of such training program by said employees.
- b) Where an employee decides to enter into an apprenticeship program in trades where the City employs licensed journeymen, the City may, at its discretion, provide assistance as defined in (a) above.
- c) On being accepted as a journeyman apprentice by the appropriate provincial authorities, the employee's job classification shall be "(name of the trade) Apprentice" and the pay grade shall be that of the Public Works Tradesman I for the duration of the apprenticeship. The City shall maintain the income level of a journeyman apprentice during the required attendance at the

vocational school in compliance with the Supplemental Unemployment Benefit Plan defined in Schedule "C". An apprentice shall accrue seniority and shall be entitled to the Municipal Pension Plan and to all other benefits enjoyed by City bargaining unit employees.

- d) Where a computer or software is required by an employee at his or her home or otherwise in his or her possession to perform duties related to the efficient operation of the City, the City will participate in the cost of the purchase at a level in relation to the City's expected savings.

### 3.06 Severance Pay

No regular employee shall be released because of technological change except upon one (1) week's notice, pay included, for each year of service, with a maximum of four (4) weeks, during which time he/she shall be allowed up to five (5) hours per week with pay, for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice, the employee shall inform the City if he/she elects to receive severance pay as herein provided or whether he/she wishes to be laid off in accordance with Article 7.

- 3.07 If the employee elects to receive severance pay, he/she shall lose seniority in accordance with Article 7 of this Agreement and, in the event he/she is rehired by the City at a later date, shall not again be entitled to severance pay as provided for in this Article.

- 3.08 The amount of severance pay entitlement of an employee pursuant to this Article shall be one (1) month pay at regular rates for each three (3) full years of service completed by the employee. The severance pay shall not be less than one (1) month's pay or more than three (3) month's pay.

### 3.09 No New Employees

No additional employees under this Article shall be hired by the City until the provisions of Article 3.04 have been met.

- 3.10 Notwithstanding anything contained elsewhere in this Agreement, any employee laid off two (2) months or more, prior to the proposed introduction of technological change, shall be deemed not to be affected by the technological change and therefore shall not be eligible to any entitlements as described in this Article.

### 3.11 Job Security

In order to provide job security for members of the bargaining unit, the employer agrees that no person in the employ of the City shall be laid off or suffer a loss of regular hours of work or rate of pay, except for just cause, as a result of reassignment of bargaining unit work.

## **ARTICLE 4 - DISCUSSION OF DIFFERENCES**

### 4.01 Committee on Labour Relations/Grievances

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

### 4.02 Union General Grievance Committee

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

### 4.03 Grievance Investigations and Meetings

The City agrees that time spent in investigating and settling disputes during working hours involving its employees by Union Stewards shall be considered as time worked. The Union agrees to forward to the City a written list of the names of such Stewards and of replacement thereto.

4.04 A Labour-Management Committee shall be set up, comprised of representatives of City management staff and City unionized staff. The Labour-Management Committee objectives shall be to discuss matters which may arise out of this agreement and which are not of a grievance nature. Meetings may be called when mutually agreed by both parties.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

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

- Stage 1: Within thirty (30) working days of learning of the grievance, the employee or employees concerned, with or without their Union Steward or Union General Grievance Committee Member shall endeavour to settle the dispute with the immediate Supervisor. Failing to reach a satisfactory settlement of the dispute within three (3) working days after its submission, the dispute may be referred to Stage 2.
- Stage 2: The employee or employees concerned, with their Union Steward or Officer in attendance, shall meet with the City Administrator and shall submit the grievance in writing. Failing to reach a satisfactory settlement of the dispute within three (3) days after submission to the City Administrator, the dispute may be submitted to Stage 3.
- Stage 3: A meeting of the General Grievance Committee of the Union shall meet with a Committee of the City Council within five (5) days of a written request for such a meeting. Failing to reach a satisfactory settlement of the dispute within five (5) days after such meeting, the dispute may be submitted to Stage 4.
- Stage 4: The dispute shall be submitted to a Board of Arbitration. All replies to grievances shall be in writing at all stages commencing with Stage 2.

### 5.02 Time Limits

The time limits in the above Article may be varied and/or extended only by mutual agreement between the parties.

### 5.03 Policy Grievance

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

#### 5.04 Grievances of Layoff and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

## **ARTICLE 6 - BOARD OF ARBITRATION**

### 6.01 Composition of Board

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

6.02 Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, a competent arbitrator agreed to by the parties, shall, at the request of either party:

- a) investigate the difference;
- b) define the issue in the difference; and
- c) make written award to resolve the difference,

within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

The Minister of Finance, on the Minister's requisition, shall pay out of the consolidated revenue fund one-third (1/3) of the cost incurred by the parties for payment of reasonable remuneration, traveling and out-of-pocket expenses of the person named or his/her substitute.

6.03 By mutual agreement, the parties may invoke applicable provincial statutes to facilitate the settlement of grievances.

6.04 Where a hearing rather than arbitration has been implemented, the decision shall be final, binding and enforceable on all parties.

6.05 The City and the Union agree to share on an equal basis such costs incurred by an arbitrator which are not assumed by the Minister of Finance.

## **ARTICLE 7 – SENIORITY**

### 7.01 Calculation of Seniority

Seniority is defined as the length of service in the bargaining unit starting with the first date worked and shall operate on a bargaining-unit-wide basis.

### 7.02 Seniority Lists

The City shall post updated seniority lists in the months of January and July of each year. The City shall supply updated seniority lists to the Union at the time of posting.

### 7.03 Probationary Period

From the date of hiring, employees shall be on probation for a period of ninety (90) days. During this period, employees shall be entitled to all rights and benefits, unless specified elsewhere in this Agreement.

### 7.04 Job/Position Classification Changes

An employee moving from one classification to another that involves no change in his/her pay rate shall not be considered as promoted or demoted.

It is agreed that an employee shall not be considered as “promoted” unless a vacancy occurs and the vacancy has a higher classification/pay rate.

### 7.05 Temporary Transfers Within Bargaining Unit

An employee may be transferred to a temporary position within the bargaining unit. If transferred to a temporary position within the bargaining unit, the employee shall be notified in writing, copied to the Union, of the duration of the temporary transfer. If the transfer has the same rate of pay as his/her former position, the employee shall remain at this pay level.

### 7.06 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but shall not accumulate any further seniority. An employee shall have the right to return or be returned to a position in the bargaining unit within the sixty (60) day period of the transfer.

If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

#### 7.07 Temporary Transfers Outside Bargaining Unit

In all cases of a temporary transfer, both within or outside of the bargaining unit, such temporary transfer shall not exceed sixty (60) days, unless the parties to this Agreement mutually agree to extend the time limit.

7.08 Transfers extending beyond the sixty (60) day time limit or for a duration greater than sixty (60) days, shall be considered as a permanent transfer.

7.09 Notwithstanding any of the foregoing, no employee shall be transferred to a temporary position for a period of greater than sixty (60) days without his/her consent.

#### 7.10 Special Assignments

A person originally hired by the City for a special assignment of work may be discharged when his/her employment at the special assignment of work comes to an end, notwithstanding anything in this Agreement to the contrary. The Union shall be notified of such employees and their status. The City agrees that this section shall not be applied so as to prejudice the job of any present employee holding any job as set out in this Agreement.

7.11 From time to time, employees may be selected for training and/or given special assignments in order to gain experience with the City, so that their skills and capabilities can be improved for job advancement.

The City shall have the right to select and perform qualification upgrading and to promote, engage, retain or dispense with an employee's services in this area, provided however, that upon completion or termination of such assignments, the employee concerned, shall be reinstated in the position/pay classification he/she held prior to the assignment.

No employee shall lose seniority as a result of such special assignment.

#### 7.12 Reduction in Work Force

Both parties recognize that job security shall increase in proportion to the employee's length of service.

- 7.13 In the event of a reduction in the work force, employees shall be laid off in reverse order of their bargaining-unit-wide seniority, subject to their qualifications and ability to perform the work of the classification.
- 7.14 The Employer shall notify employees who are to be laid off ten (10) working days 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/she shall be paid for the days for which work was not made available.
- 7.15 The Employer agrees to pay its portion of premiums for all employee benefit plans for employees laid off for a period of less than four (4) calendar months. In the event of a longer layoff, employees so affected shall have the right to continue receiving coverage through direct payments where allowable.
- 7.16 When lay off occurs, employees shall have the right to bump bargaining-unit-wide, any employee with less seniority, providing they can adequately perform the job. When more than one (1) person may be affected, the bumping sequence shall be resolved and agreed to schematically prior to being implemented.
- 7.17 Any bumping rights contained in this Article shall be exercised within nine (9) working days of receiving notice of layoff.
- 7.18 Grievances concerning layoffs and recalls shall be initiated at Stage 3 of the grievance procedure.
- 7.19 Advance Notice of Layoff
- Unless legislation is more favourable to employees, the City shall notify and give to employees about to be laid off, ten (10) working days notice prior to the effective date of layoff. If an employee has not had the opportunity to work any day(s) throughout the notice period of the advance layoff, he/she shall be paid for the day(s) for which work was unavailable.
- 7.20 Laid Off Employees Failing to Report for Work
- Laid off employees failing to report for work of an ongoing nature within ten (10) days of the date of receipt of notification by registered mail, shall be considered to have abandoned their right to re-employment. Employees required to give two (2) weeks notice to another Employer shall be deemed to be in compliance with the ten (10) day provision.
- 7.21 Recall Procedure

Subject to their ability to perform the work, employees shall be recalled in order of their seniority. The City shall notify employees by registered mail and shall give ten (10) days notice of the recall.

An employee recalled for casual employment, temporary employment or employment of short duration at a time when he/she is employed elsewhere shall not lose recall rights for his/her refusal to return to work.

#### 7.22 No New Employees

No new employees shall be hired, until those laid off employees have been given an opportunity to be recalled, subject to their ability to perform the work.

7.23 Reduction in Work Force and Advance Notice of Layoff provisions of this Agreement shall not apply to the layoff of a seasonal employee.

7.24 In the event that a seasonal employee is laid off due to a shortage of work not related to the close of a season or due to the restructuring of the work force by the employer, all Reduction in Work Force and Advance Notice of Layoff provisions of this agreement shall apply, regardless of whether the layoff decision is made by the employer during the period of seasonal employment or seasonal layoff.

#### 7.25 Continuity and/or Loss of Seniority

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

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

- (1) He/she is discharged for cause and is not reinstated.
- (2) He/she resigns in writing and does not withdraw within two (2) days.
- (3) He/she is absent from work in excess of five (5) working days without sufficient cause or without notifying the City unless such notice was not reasonably possible.
- (4) He/she fails to return to work within ten (10) calendar days following recall after a layoff and after being notified by registered mail to do so, unless through sickness or other just cause.
- (5) He/she is laid off for a period longer than twelve (12) months.
- (6) It shall be the responsibility of the employee to keep the City informed of his/her current address. An employee recalled for casual work or employment of short duration at a time when he/she is employed elsewhere shall not lose his/her recall rights for refusal to return to work.

#### 7.26 Seasonal Employees

Except for the purpose of promotion, a seasonal employee shall continue to accrue seniority credits during the term of a seasonal layoff.

## **ARTICLE 8 - POSTING, VACANCIES AND APPOINTMENTS**

### 8.01 Notice of New Position

In the event that the City establishes a new position, the classification and wage for this new position shall be established by the City and written notice shall be given to the Union, and shall be posted on all Union bulletin boards at the City's place of business for a minimum of seven (7) calendar days, so that all members may be aware of the new position. Unless written notice of objection is given to the City by the Union within thirty (30) calendar days after such notice, to negotiate and resolve the classification and wage rate, such classification shall be considered as agreed to. In the event the parties are unable to resolve the dispute, then it shall be referred to arbitration pursuant to Article 6.

### 8.02 Changes in Classification

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

### 8.03 Elimination or Change of Classification

Existing classifications for which the Union is the bargaining agent shall not be eliminated or changed without prior notification to the Union. If the Union objects to the elimination of the classification in writing within thirty (30) days of being notified, the matter shall be referred to the Classification Committee. If the Classification Committee is unable to resolve the difference, then the matter shall be referred to arbitration pursuant to Article 6.

### 8.04 Job Postings

When a vacancy occurs or a new position is created inside of the bargaining unit, the City shall immediately notify the Union in writing and post notice of the position on all bulletin boards for a minimum of seven (7) days so that all members may know about the vacancy or new position. Positions shall be posted within seven (7) days of the vacancy. Vacancies for positions outside of the bargaining unit shall also be posted on bulletin boards.

#### 8.05 Information of Posting/Vacancy

Such notice shall contain the following information: Nature of position, qualifications, skills, knowledge and education required, shift, wage or salary rate or range and the closing date for applications to the position. The City shall ensure that all postings are open to both male and female applicants and that qualifications are not established in a discriminatory manner.

- 8.06 Following the processing of applications, the City shall conduct interviews with those employees meeting the posted requirements. Within seven (7) days following the completion of the interviews, the City shall notify the successful employee of his/her appointment.
- 8.07 An employee shall be considered as a qualifying employee in his/her new position for a period of sixty (60) days. Conditional on satisfactory service, the employee shall be declared permanent. In the event the successful applicant proves unsatisfactory in the position during the qualifying period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of the position shall also be returned to his/her former position, wage or salary rate, without loss of seniority.
- 8.08 The City agrees not to place any outside advertisement for a vacancy within the bargaining unit until all member applicants have been fully processed.
- 8.09 The City agrees that seniority shall be the determining factor in all cases of promotion, demotion or transfer, where competency, efficiency and ability of competing employees are relatively equal. Subject to the employee's or the Union's rights under the provisions of Article 5 of this Agreement, the City shall determine competency, efficiency, and ability in a fair and equitable manner.

## **ARTICLE 9 - LEAVE OF ABSENCE**

### 9.01 Union Leave

The City agrees to grant a leave of absence without pay to Union Officers for business purposes of the Union, or to attend labour seminars and/or labour conventions up to a maximum of sixty (60) working days per year, in total for all such Union Officers, provided that a reasonable period of notice in writing is given to the City.

9.02 The City agrees to grant a leave of absence without pay to any employee for the purpose of performing a civic service including but not limited to politics, union business, community or non-governmental organization service, but such leave of absence granted to any employee, shall not exceed a maximum period of two (2) years at any one time. Application for extending the above period shall be by mutual agreement between the City and the Union.

9.03 The City agrees to grant time off with pay during any working day to Officers of the Union in order to attend meetings with representatives of management of the City, provided that not less than four (4) hours notice be given to his/her immediate Supervisor by Officers of the Union so requesting the time off. The Union shall supply the City with a written list of the names of its Officers for this purpose and inform the City of any changes to this list.

### 9.04 Union Leave/Business

It is understood that where the City grants time off to an employee or a leave of absence pursuant to Article 9, he/she shall not lose seniority rights and shall be entitled to return to his/her job he/she would have held, had the time off/leave of absence not been taken.

### 9.05 Collective Bargaining Leave

Leave of absence with pay during regular working hours shall be granted to a maximum of three (3) employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave.

### 9.06 Pallbearer Leave

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

### 9.07 Bereavement Leave

An employee shall be granted bereavement leave of three (3) regularly scheduled consecutive work days, without loss of pay and benefits, in case of the death within the Province of a parent, wife, husband, common-law spouse, same sex partner, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, adopted child, guardian, step-parent or step-child. Where the death has occurred outside the Province, the bereavement leave without loss of pay and benefits shall be five (5) regularly scheduled consecutive work days and where burial occurs outside the Province, the City shall grant, in addition to the bereavement leave, two (2) days traveling time without pay.

It is further agreed by the City that under extenuating circumstances additional leave with or without pay may not be unreasonably denied to employees requesting such leave.

#### 9.08 Educational Leave

An employee shall be entitled to a leave of absence without pay to write examinations to upgrade his or her employment qualifications with the City. On receipt of confirmation that the employee has successfully passed the examination, the City shall pay the employee for the leave taken to write the examinations.

#### 9.09 Medical Care Leave

Employees shall be allowed up to three (3) days per annum to engage in personal preventive medical/dental health care, provided that such days be used from the employee's sick leave credits. The employee shall furnish the City proof of medical care leave on request.

#### 9.10 Paid Jury or Court Witness Duty Leave

The City shall grant leave of absence with pay and benefits to an employee subpoenaed as a juror or witness by any Court. The employee shall present proof of Jury or Witness Duty to the City and shall remit to the City all compensation received for such duty, with the exception of travel, meal or other expenses.

9.11 Special Leave

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

REASON	LEAVE OF ABSENCE
Serious fire or flood in employee's home	Up to three (3) days
Employee's marriage	One (1) day if the marriage falls on a working day

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

9.13 An employee who requests a leave of absence for any of the reasons in Clause 9.12, shall present a written request for said leave of absence to be authorized by the City.

9.14 Family Leave

In the case of illness or domestic emergency involving an employee's spouse or children, an employee may apply for time off, to be drawn from accumulated sick leave with full pay. The maximum number of days allowed under the leave is three (3) days per year.

## **ARTICLE 10 - HOURS OF WORK, OVERTIME AND WAGES**

### 10.01 Public Works Employees

The regular working week for Public Works Employees shall be forty (40) hours worked Monday to Friday from 7:00 AM to 3:30 PM, in which period employees are entitled to a thirty (30) minute lunch break.

### 10.02 Administration Employees

The regular working week for Administration Employees shall be forty (40) hours worked Monday to Friday within the parameters of 7:30 AM to 4:30 PM. Employees shall be entitled to a thirty (30) minute lunch break, and the City shall provide a lunch room for administration employees.

Employees will be given fourteen (14) days notice prior to changing administration office hours.

### 10.03 Part-Time & Job Share Employees

The regular working week for Part-Time and Job Share Employees shall be determined on a case by case basis by mutual agreement between the City and the employee affected, provided always that the regular hours of work shall be scheduled within the parameter of 7:00 AM to 4:30 PM, Monday to Friday.

### 10.04 Shift Work

The regular working week, together with hours of work, may be varied by mutual agreement between the City and the Employees as the necessity arises. The City shall notify the Union of major shift changes.

10.05 Employees working a shift shall be entitled to a thirty (30) minute meal break.

### 10.06 Winter Shift Schedule – Snow Removal

It is mutually agreed to establish a winter shift schedule as follows:

- a) Monday, Tuesday and Wednesday from 3:00 p.m. to 11:30 p.m., during which period employees are entitled to a fifteen (15) minute rest break from 5:00 p.m. to 5:15 p.m. and a thirty (30) minute meal break from 8:00 p.m. to 8:30 p.m.

- b) Saturday and Sunday from 7:00 a.m. to 3:30 p.m. during which period employees are entitled to a fifteen (15) minute rest break from 9:00 a.m. to 9:15 a.m. and a thirty (30) minute meal break from 12:00 p.m. to 12:30 p.m.
- c) Where conditions require an employee to work through their lunch break, they will be entitled to a running lunch and their shift will end one half (1/2) hour earlier.

10.07 The City shall post a notice of any shift change seventy-two (72) hours prior to implementing such change. The notice shall include the job classifications, a brief outline of the work to be performed and other related information. The City shall have the responsibility to select and appoint employees to work on a special shift, and this responsibility shall include the right to refuse an applicant. Where the shift cannot be filled by qualified volunteer employees, qualified employees with the lowest seniority shall be appointed.

#### 10.08 Shift Premiums

Employees assigned to work a shift outside of the 7:00 AM to 4:30 PM, Monday to Friday parameter shall receive shift differential at thirty-five (35¢) cents per hour. An employee working a shift outside of the 7:00 AM to 4:30 PM Monday to Friday parameter at his or her request shall not be entitled to a shift premium.

#### 10.09 Overtime Definition

All hours worked in excess of eight (8) hours per day, or in excess of forty (40) hours per week (Sunday to Saturday) or on a Statutory Holiday shall be considered overtime.

10.10 Overtime shall be paid at a rate of time and one half (1½). When overtime hours worked by an employee exceed eight (8) in a pay period, the excess overtime hours shall be paid at double (2x) his/her regular rate.

#### 10.11 Accumulation of Overtime

Employees shall be allowed to accumulate overtime in an Overtime Bank, provided that the accumulated credits do not exceed a balance of eighty (80) hours at any time. The cut-off date for the accumulation of banked overtime shall be December 31<sup>st</sup> in any year. Banked overtime credits accumulated shall be cleared prior to the cut-off date of the last pay period of the following year. Any banked overtime credits remaining at the cut-off date of the last pay period in any year shall be paid out on the final pay period in each year.

#### 10.12 Paid Meal Break

An employee required to work in excess of ten (10) consecutive hours shall be entitled to a paid meal break not to exceed one (1) hour and to a meal paid by the City not to exceed the sum of twenty-five (\$25.00) dollars.

#### 10.13 Minimum Paid Call Out

An employee called to work at any time other than his/her regular shift, shall be paid a minimum of four (4) hours at the base rate for the job, or the applicable overtime rate, whichever is the greater.

10.14 An employee required to report for work on any given shift, and if sent home by his/her Supervisor due to adverse weather conditions or because of the lack of available work for that shift, shall receive not less than three (3) hours pay at the base rate (exclusive of differentials, excepting shift differentials) of the job at which he/she was last employed. If an employee commences work he/she shall be paid for a minimum of four (4) hours.

#### 10.15 Stand-By/On-Call

a) Employees required to be on stand-by or on-call shall be entitled to earnings at their regular rate of pay based on the following formula:

Monday to Friday inclusive                      two (2) hours per day.

Saturday, Sundays, Holidays                      three (3) hours per day.

All and any hours in excess of the hours listed in the above formula actually worked by an employee on-call or stand-by shall be paid in accordance with overtime provisions. An employee may leave his/her employment and return home when he/she has completed the work for which he/she was called. On-call duty shall be equally divided among the qualified employees. This includes snow removal employees.

b) Any Water Treatment Plant employee required to carry the Water Treatment Plant cell phone at all times will be compensated fifty dollars (\$50.00) per week.

#### 10.16 Wages

The City shall pay wages to its employees in accordance with Schedule "A" attached to and forming part of this Agreement. The pay period for employees shall be biweekly and payday shall be every second Wednesday.

#### 10.17 Wage Differentials

Any employee assigned to work on operations connected with asphalt shall receive a differential rate of thirty-eight (38¢) cents per hour.

10.18 Each employee shall have a designated job classification and when transferred to a lower rated job classification shall retain the designated rate for one (1) month before it is reduced. When transferred to a higher rated classification an employee shall be paid the higher rate for the duration of that shift and his/her designated rate shall apply at the start of the next shift.

10.19 Any employees assigned to work on cleaning or maintaining an open sewer shall receive a differential rate of sixty-three (63¢) cents per hour.

#### 10.20 Assuming Additional Responsibilities

When an employee takes on additional responsibilities during the absence of an officer appointed by Council pursuant to section 148 and 149 of the *Community Charter*, that employee shall be entitled to receive pay in the amount of one dollar and twenty cents (\$1.20) per hour over his or her regular wage when he or she performs such responsibilities.

10.21 The City shall require as many employees as may be required pursuant to Workers' Compensation Regulations to hold first aid certificates to obtain and maintain such certificates. Employees required to hold a first aid certificate pursuant to this section shall be paid compensation at the rate of ten dollars (\$10.00) per pay period.

10.22 Where a Journeyman Electrician maintains provincial electrician's permit certification, such journeyman shall receive a bi-weekly allowance of fifteen (\$15.00) dollars for the purpose. The City shall not be required to pay this allowance to more than one employee at any time.

## **ARTICLE 11 - STATUTORY HOLIDAYS, ANNUAL VACATIONS**

### 11.01 Statutory Holidays

- (a) An employee shall receive a day off with pay for all Statutory Holidays listed in Clause 11.02 of this Article, provided that he/she worked the scheduled day previous to such Statutory Holiday and the scheduled day following such Statutory Holiday, at the rate of pay received on the scheduled day prior to such Statutory Holiday.
- (b) In the event of illness or accident occurring prior to or on the scheduled day following said Statutory Holiday and providing such occurs during the course of time employed, the employee shall present to his/her Foreman, a doctor's certificate substantiating the illness or accident.
- (c) Part-Time and Job Sharing employees shall receive Statutory Holiday entitlements proportionate to their working schedule and hours.

### 11.02 The recognized Statutory Holidays shall be as follows:

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

and all additional days proclaimed by Local Government, Provincial or Federal Government. In addition to the above named holidays, each employee who has obtained seniority with the City, shall be entitled to a floating Statutory Holiday during each year he/she is in the City's employ, which shall be taken at a time of the employee's choice provided the employee has provided management with prior notice of not less than seven (7) days. Employees who have not obtained seniority with the City shall be entitled to said floating Statutory Holiday during each calendar year if and when he/she has worked thirty (30) days, continuous or broken, in that year. In any dispute concerning the day of the employee's choice, the matter shall be resolved in accordance with the provisions of Article 5 of this Agreement, provided always that an employee shall receive such day off not later than December 31st of the calendar year.

### 11.03 Payment of Statutory Holiday

Employees not scheduled to work on a Statutory Holiday but who actually do work on such Statutory Holiday as listed in Clause 11.02 of this Article, shall be paid at double time (2x) of the base rate for the work performed by the employee, in addition to the pay received by him/her for the Statutory Holiday.

11.04 When any of the Statutory Holidays listed in Clause 11.02 fall on a Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday and when any such holiday falls on a Saturday, the previous day (Friday) shall be considered as the holiday. Calculations however, for the Statutory Holiday shall remain the actual calendar date.

11.05 An employee who is not scheduled to work on any of the Statutory Holidays listed in Clause 11.02 shall receive holiday pay equal to one (1) day of pay. An employee who is scheduled to work, shall be paid at the rate of one and one half (1½) time plus another day off with pay, in lieu of holiday pay. The day off is to be taken and arranged by mutual agreement.

11.06 When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive in lieu of said holiday, a day's pay or another day off with pay at a time arranged by mutual agreement.

### 11.07 Holiday During Vacation

When any such holiday falls during an employee's vacation with pay, and he/she would have become entitled to pay for such a holiday had the employee not been on vacation, he/she shall receive an additional day of vacation with pay in lieu thereof.

### 11.08 Vacation Days Credited

- (a) On each anniversary date of their employment, employees shall be credited for the number of vacation days accrued during the previous year of employment pursuant to the entitlement schedule provided in this Article.
- (b) Regular part-time and seasonal employees shall earn vacation credits in proportion to the credits earned by a regular full-time employee.

11.09 The vacation credits shall be accrued as follows:

- a) In the first calendar year of employment, one and one quarter (1¼) days per calendar month (or part thereof) of employment.
- b) On completion of one (1) full year and to completion of four (4) years of employment, three (3) weeks per year.
- c) On completion of five (5) years to completion of ten (10) years of employment, four (4) weeks per year.
- d) On completion of eleven (11) years to completion of nineteen (19) years of employment, five (5) weeks per year.
- e) On completion of twenty (20) years employment, six (6) weeks per year.

11.10 For each period consisting of thirty (30) consecutive days an employee is absent from work in the year preceding his/her anniversary date in any year, there shall be deducted from the vacation pay to which he/she would otherwise be entitled in the succeeding year, one twelfth (1/12) of the vacation pay, provided that for this purpose, time spent on vacation for which the employee is paid under this Article, or time lost because of sickness or accident shall be considered as time worked.

11.11 For the purposes of computing vacation pay in this Article, the word "pay" shall mean remuneration, calculated on the employee's total wages for the year in respect of which the employee becomes entitled to an annual vacation.

11.12 Vacations shall be taken during the calendar year following the year in which vacation credits were earned. An extension of one (1) year to this time limitation may be approved by mutual agreement between the City and an employee.

11.13 An employee's vacation will, where practical, be granted at the time requested, but in all cases the commencement date shall be at the discretion of the City.

11.14 Where two (2) or more employees bid on the same vacation period and operational requirements permit only one (1) employee to take that vacation period, then the most senior employee shall have his/her choice of that period.

11.15 Where vacation credits have not been used by an employee in the second year following the year in which the credits accrued, the employee shall take vacation time off during the first six (6) months of the third year, at the direction of the City if not by mutual agreement.

## **ARTICLE 12 - GENERAL EMPLOYMENT PROVISIONS & CONDITIONS**

12.01 It is recognized and accepted by the Union that the office personnel are required to assist in any capacity, or assume duties of any office job, in the event of emergency or during vacations.

12.02 It is further recognized by the Union that in a small office it is impossible to differentiate all duties clearly and definitely at all times. The Union therefore agrees that assumption of extra duties within the bargaining unit is not subject to wage adjustment as regards to classifications, providing that such assumption of extra duties is for a period not exceeding thirty days.

12.03 If any employees are required to perform the duties of any position superior to that occupied by them continuously for more than thirty (30) days, they shall receive pay for such classification at the rate set forth in Schedule "A", provided that in the assumption of the higher classification no loss in salary shall result.

### 12.04 Employment Abandonment

If an employee is absent from work for a period of five (5) working days without sufficient cause and fails to notify the City and/or communicate with the City, the employee shall be considered to have abandoned his/her employment.

### 12.05 City Property

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

### 12.06 Badges and Insignia

Employees shall be permitted to wear Union pins or badges.

### 12.07 Disciplinary Procedure

Where and when a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall advise the employee of the purpose of the interview in advance, so the employee may contact his/her Union Steward to be present at the interview.

## 12.08 Tools

Journeyman mechanics shall provide such basic tools as are traditionally associated with their trade. The cost of acquiring additional mechanics tools shall be shared equally by mechanics and the City with the pre-approval of the supervisor.

12.09 Specialized tools shall be supplied by the City either by acquiring the needed tools or by having such tools supplied by an employee under mutual agreement with the City.

12.10 Where an employee is required to use personal tools on the job and the tools are damaged on the job, such damaged tools shall be replaced at the City's expense unless their replacement is provided by a warranty.

12.11 Where an employee is required to supply personal tools as a condition of employment, such tools shall be insured against loss resulting from fire or theft on the work site and shall be replaced subject to a deductible amount of fifty (\$50.00) dollars for each loss.

## 12.12 Private Vehicle Use

Where an employee is required to use a personal vehicle for work purposes, the City shall pay compensation for the use such vehicles at the rate of thirty-five cents (35¢) per kilometer.

## **ARTICLE 13 - SICK LEAVE**

### 13.01 Definition of Sick Leave

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

### 13.02 Sick Leave Credit

- (a) Eighteen (18) days sick leave per year shall be earned by a regular permanent employee at the rate of one and one half (1½) days for every month the employee is employed, to a maximum of one hundred and fifty (150) days.
- (b) Regular part-time and seasonal employees shall earn sick leave credits in proportion to the credits earned by a regular full-time employee.

13.03 In the event of illness after January 1, 1983, an employee shall receive a full day's pay at his/her base rate (exclusive of all differentials) received by him/her on his/her last working day prior to such illness for each day lost by him/her from work, in accordance with Clause 13.04.

13.04 A deduction shall be made from the sick leave bank for all normal working days absent for sick leave.

### 13.05 Sick Leave Records

Immediately after the close of each calendar year, the City shall advise each employee, in writing, of the amount of sick leave accrued to his/her credit.

### 13.06 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of two (2) working days certifying that he/she was unable to carry out his/her duties due to illness.

13.07 If an employee is found to have willfully misrepresented him/herself as being ill, he/she shall refund all such sick leave pay to the City.

### 13.08 Sick Leave During Leave of Absence and Layoff

When an employee is given leave of absence for any reason, he/she shall receive sick leave credit for the period of such absence, on his/her return to work, such credit not to exceed one and one-half (1½) days.

13.09 When an employee is laid off on account of lack of work, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such layoff.

### 13.10 Continuation of Benefits

The City agrees to pay the full premium cost of an employee's insured benefit plan during periods of layoff up to three months. Upon employee's return to work, the employee's share of the foregoing premium costs shall be recovered through payroll deduction.

### 13.11 Duty to Accommodate

If due to injury or illness an employee is unable to perform his/her normal duties, the City shall attempt to provide alternate suitable employment consistent with job requirements.

### 13.12 Sick Leave Pay-Out

All employees shall, upon retirement or upon death, pursuant to the provisions of the Municipal Pension Plan or in accordance with City Policy, become eligible for and receive a cash gratuity payment at the employee's current base rate of pay, based on the following percentage of their accumulated sick leave: after five (5) years of service, twenty percent (20%) and an additional two percent (2%) per year thereafter to a maximum of one hundred and fifty (150) working days.

## **ARTICLE 14 – MATERNITY/PARENTAL LEAVE**

### 14.01 Maternity Leave

- (1) A pregnant employee who requests leave under this Article is entitled to up to seventeen (17) consecutive weeks of unpaid leave
  - (a) beginning
    - (i) no earlier than eleven (11) weeks before the expected birth date, and
    - (ii) no later than the actual 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 Article 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 Article 14.01 (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 Article 14.01 (3).
- (5) A request for a shorter period under Article 14.01 (1) (b) (i) must

- (a) be given in writing to the employer at least one 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.

#### 14.02 Parental Leave

- (1) An employee who requests parental leave under this Article is entitled to,
  - (a) for a birth mother who takes leave under Article 14.01 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 unpaid leave beginning immediately after the end of the leave taken under Article 14.01 unless the employer and employee agree otherwise.
  - (b) for a birth mother who does not take leave under Article 14.01 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 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 of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 14.02 (1).
- (3) A request for leave must
  - (a) be given in writing to the employer,
  - (b) if the request is for leave under Article 14.02 (1) (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 other evidence of the employee's entitlement to leave.

- (4) An employee's combined entitlement to leave under Article 14 is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Articles 14.01 (3) or 14.02 (2).

## **ARTICLE 15 - BENEFITS AND HEALTH CARE PLANS**

### 15.01 Municipal Pension Plan

Employees, upon assuming employment with the City, shall apply, if eligible, for participation in the pension plan in conformity with the Municipal Pension Plan.

### 15.02 Medical Plans

Upon completion of each employee's probationary period as set forth in Clause 7.03 of Article 7, the City shall contribute a sum of one hundred (100%) percent of the actual cost of the monthly premiums per employee per month for both married and single employees, registered under the Medical Plan of British Columbia.

### 15.03 Group Life

Upon completion of a probationary period, all employees shall join the Group Life Insurance Plan provided by the City for an amount equal to twice (2x) the annual salary of an employee up to the age of sixty-five (65). The City shall pay the actual cost of the premiums. (01-03-89)

### 15.04 Accidental Death and Dismemberment

The amount of insurance under this benefit shall be equal to the amount of insurance as per Clause 15.03. The City shall pay the actual cost of the premium.

### 15.05 Extended Health Benefits

Upon completion of the probationary period, the City shall contribute one hundred (100%) percent of the monthly premium for each eligible employee, and his/her dependents if applicable, for the Extended Health Benefits Plan coverage.

### 15.06 Dental Plan

A Dental Plan comprising of one hundred (100%) percent coverage for Plan "A", eighty (80%) percent for Plan "B" and a maximum of three thousand (\$3,000.00) for Plan "C" shall be provided for all eligible employees. One hundred (100%) percent of the monthly premium shall be paid by the City.

#### 15.07 Vision Care

A Vision Care benefit of three hundred and fifty dollars (\$350.00) every twenty-four (24) months shall be provided to all eligible employees. The monthly premium shall be paid by the City.

#### 15.08 Long Term Disability

A Long Term Disability Plan with benefits of sixty-six and two-thirds (66 2/3%) percent of employee earnings, beginning one hundred & fifty (150) days following the commencement of a disability shall be provided. The City is to contribute seventy-five (75%) percent of the premium until December 31, 1998. Effective January 1, 1999, the City shall pay one hundred (100%) percent of the premium.

15.09 The Employer may change benefit carrier as long as there is no reduction in benefits.

#### 15.10 Workers' Compensation

An employee prevented from performing his/her regular work with the City on account of an occupational accident that is covered by the Workers' Compensation Act shall receive from the City a supplement equal to the difference between the amount payable by the Workers' Compensation Board and his/her last net earnings.

15.11 Pending a settlement of the insurance claim, the employee shall continue to receive the full pay and benefits. In order to continue receiving his/her regular salary, the employee shall assign his/her compensation cheques to the City. The City shall indicate the amount received from the Compensation Board on the employee's income tax (T-4) form.

15.12 In the event Workers' Compensation Board claim is disallowed, the net wages and employee portion of the benefit plans applicable shall be repaid to the employer by deductions from the employees wages when he/she returns to work. The said deductions shall be repaid to the employer over a period of time equal to the time lost.

15.13 The City and the Union agree to reopen negotiations on Article 15 within the term of this Agreement at such time as the Union may be prepared to offer to the City CUPE sponsored benefit and health care plans.

#### 15.14 Employee & Family Assistance Program

The Employer shall pay one hundred (100%) percent of the premiums for an Employee and Family Assistance Program.

## **ARTICLE 16 - SAFETY**

- 16.01 A Joint Health and Safety Committee shall be established comprising of one (1) supervisory employee from each department of the City, appointed by the City and one (1) employee representing each department of the City, appointed, selected or elected by the Union.
- 16.02 The Joint Health and Safety Committee shall meet monthly to carry out its duties and functions prescribed in section 130 of the *Workers' Compensation Act*. The Committee shall discuss health and safety issues affecting the workplace and shall make recommendations in writing to the City accordingly. Special meetings may be called by either the City or the Union in the event of necessity.
- 16.03 Time spent by committee members in the performance of their duties during working hours, shall be considered as time worked and the employees shall be paid at their regular hourly rates of pay.
- 16.04 Safety Supplies
- The City shall supply, at its cost, work, safety & welding gloves, two (2) pairs of coveralls per year, safety helmets and rubber boots to all employees working in any dirty or dangerous capacity. Coveralls damaged in the course of assigned work are to be replaced in addition to the two per year limit.
- 16.05 A Public Works employee shall, on presentation of an invoice for repairs or proof of purchase, be entitled to an annual safety boot allowance to a maximum of two hundred and twenty-five (\$225.00) dollars. An unused boot allowance may be carried forward from year to year, provided that the maximum allowance shall not exceed four hundred and fifty (\$450.00) dollars.
- 16.06 The City agrees to pay one hundred (100%) percent cost of standard or prescription safety lenses and frames per employee, one (1) pair every two (2) years or at the discretion of the City.

## **ARTICLE 17 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA**

17.01 Employees shall be compensated in accordance with applicable wage schedules, attachments and addenda appended to this Agreement.

## **ARTICLE 18 - VARIATIONS**

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

## **ARTICLE 19 - PRINTING OF AGREEMENT**

19.01 The Union shall be responsible for amending and drafting the Collective Agreement and the costs associated with the printing and supply of the Collective Agreement shall be borne equally between the parties.

**ARTICLE 20 - EFFECTIVE AND TERMINATING DATES**

20.01 This Agreement shall be effective from March 1, 2003 and shall remain in force until February 28, 2007 and from year to year thereafter unless terminated by either Party on written notice served during the month of December.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers hereunto lawfully authorized in that behalf, this \_\_\_\_ day of \_\_\_\_\_, 2004 A.D.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

THE CORPORATION OF THE  
CITY OF ROSSLAND

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES,  
LOCAL 2087

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**SCHEDULE "A"**  
**PAY GRADES & RATES**

	<b><u>Mar 1/03</u></b> 2%	<b><u>Mar 1/04</u></b> 1%	<b><u>Mar 1/05</u></b> 1%	<b><u>Mar 1/06</u></b> 2%
Pay Grade 1	\$20.90	\$21.11	\$21.32	\$21.75
Pay Grade 2	\$21.31	\$21.52	\$21.74	\$22.17
Pay Grade 3	\$21.57	\$21.78	\$22.00	\$22.44
Pay Grade 4	\$21.85	\$22.07	\$22.29	\$22.74
Pay Grade 5	\$22.23	\$22.45	\$22.67	\$23.12
Pay Grade 6	\$22.66	\$22.88	\$23.11	\$23.57
Pay Grade 7	\$24.01	\$24.25	\$24.49	\$24.98
Pay Grade 8	\$25.44	\$25.69	\$25.95	\$26.47
Pay Grade 9	\$26.76	\$27.02	\$27.29	\$27.84
Student Rate	\$12.00	\$12.00	\$12.00	\$12.00

Lead Hand: To be paid at a rate of one dollar (\$1.00) per hour over the highest paid subordinate or one dollar (\$1.00) above the Lead Hand's base rate, whichever is greater, provided that the lead hand is specifically assigned this classification by the immediate supervisor and has not less than three (3) employees under his/her supervision.

**SCHEDULE "B"**  
**JOB DESCRIPTIONS**

**STUDENT EMPLOYEE**

(Student Pay Grade)

**ACCOUNTABILITY**

- Reporting to and receiving direction from the designated supervisor.

**SCOPE**

- Casual position limited to school vacations.

**QUALIFICATIONS**

- Good health and some prior work experience.
- Valid British Columbia Class 5 (standard transmission) driver's license.

**SPECIFIC DUTIES**

- Perform manual labour and operate minor equipment such as, but not limited to, lawn mowers, etc.

**CONDITIONS**

- High School graduate or a college or university student who is registered to attend a bona fide college or university in the fall and who seeks employment. Unless otherwise specified in this Agreement, Student Employees are entitled to statutory benefits only. They do not accumulate seniority.

## **GENERAL LABOURER**

(Pay grade 1)

### ACCOUNTABILITY

- Reporting to and receiving direction from the designated supervisor.

### SCOPE

- Casual position.

### QUALIFICATIONS

- Ability to perform such tasks as may be described from time to time.
- Valid B.C. class 5 drivers license may be required for certain position.

### SPECIFIC DUTIES

- Perform such tasks as may be commensurate with qualifications.

### CONDITIONS

- Membership eligibility in CUPE Local 2087.

## **PUBLIC WORKS TRADESMAN I**

(Pay grade 3)

### **ACCOUNTABILITY**

- Reporting to and receiving direction from the Manager of Public Works Operations or the Relieving Foreman.

### **SCOPE**

- Actively participating in the maintenance of all municipal infrastructures and assets, operating such equipment as qualifications permit.

### **QUALIFICATIONS**

- Competence in the use of construction tools, thorough knowledge of municipal infrastructure, knowledge of Workers Compensation safety regulations.
- Valid B.C. class 3 drivers license with air endorsement.

### **SPECIFIC DUTIES**

- General maintenance work in all components of the municipal public works infrastructure.
- Operating any equipment pursuant to qualifications.

### **EXTRANEIOUS DUTIES**

- Performing such recreation department duties as may be assigned from time to time, directly or indirectly, by the Manager of Public Works Operations or the Relieving Foreman.
- Overtime duty, on-call duty and call out duty as required by the Manager of Public Works Operations or the Public Works Foreman from time to time.

### **CONDITIONS**

- Membership eligibility in CUPE Local 2087.

## **PUBLIC WORKS TRADESMAN II**

(Pay grade 6)

### ACCOUNTABILITY

- Reporting to and receiving direction from the Manager of Public Works Operations or the Relieving Foreman.

### SCOPE

- Actively participating in the maintenance of all municipal infrastructures and assets, operating such equipment as qualifications permit.

### QUALIFICATIONS

- Competence in the use of construction tools, thorough knowledge of municipal infrastructure, knowledge of Workers Compensation safety regulations.
- Ability to operate all public works heavy equipment under all conditions, or
- Licensed to operate the arena refrigeration plant, or licensed to operate the water treatment plant.
- Demonstrated skill in either carpentry, electrical, plumbing, welding or auto/heavy duty mechanical maintenance.
- Valid B.C. class 3 drivers license with air endorsement.

### SPECIFIC DUTIES

- General maintenance work in all components of the municipal public works infrastructure.
- Operating any equipment pursuant to qualifications.
- Specified maintenance or construction work pursuant to qualifications.

### EXTRANEOUS DUTIES

- Performing such recreation department duties as may be assigned from time to time, directly or indirectly, by the Manager of Public Works Operations or the Relieving Foreman.
- Overtime duty, on-call duty and call out duty as required by the Manager of Public Works Operations or the Public Works Foreman from time to time.

### CONDITIONS

- Membership eligibility in CUPE Local 2087.

## **PUBLIC WORKS TRADESMAN III**

(Pay grade 7)

### **ACCOUNTABILITY**

- Reporting to and receiving direction from the Manager of Public Works Operations or the Relieving Foreman as may be determined from case to case.

### **SCOPE**

- Actively participating in all aspects of municipal planning, operations and maintenance as qualifications permit.
- Assume Relieving Foreman duties as and when required.

### **QUALIFICATIONS**

- Competence in the use of construction tools, thorough knowledge of municipal infrastructure, thorough knowledge of Workers Compensation safety regulations.
- Demonstrated proficiency in the operation of all public works heavy equipment under all conditions, as well as demonstrated proficiency in either carpentry, electrical, plumbing, welding, auto/heavy duty mechanical or electronic/pneumatic instrument maintenance, or
- Licensed to operate the arena refrigeration plant, or licensed to operate the water treatment plant, or
- Demonstrated proficiency and extensive related course work in engineering, planning, surveying, mapping and drafting skills.
- Demonstrated aptitude to assume the responsibilities of Relieving Foreman.
- Valid B.C. class 3 drivers license with air endorsement.

### **SPECIFIC DUTIES**

- Specific duties commensurate with qualifications.
- General duties in all components of the municipal infrastructure.

### **EXTRANEIOUS DUTIES**

- Performing such duties as may be assigned from time to time, directly or indirectly, by the Manager of Public Works Operations or the Relieving Foreman.
- Overtime duty, on-call duty and call out duty as required by the Manager of Public Works Operations or the Public Works Foreman.

### **CONDITIONS**

- Membership eligibility in CUPE Local 2087.

## **JOURNEYMAN**

(Pay grade 8)

### **ACCOUNTABILITY**

- Reporting to and receiving direction from the Manager of Public Works Operations or the Relieving Foreman as may be determined from case to case.

### **SCOPE**

- Actively participating in all aspects of municipal planning, operations and maintenance as qualifications permit.
- Assume Relieving Foreman duties as and when required.

### **QUALIFICATIONS**

- Holder of a journeyman license recognized in British Columbia in any mechanical, electrical or construction trade.
- Thorough knowledge of municipal infrastructures, thorough knowledge of Workers Compensation safety regulations.
- Demonstrated aptitude to assume the responsibilities of Relieving Foreman.
- Valid B.C. class 3 drivers license with air endorsement.

### **SPECIFIC DUTIES**

- Specific duties commensurate with qualifications.
- General duties in all components of the municipal infrastructure.

### **EXTRANEOUS DUTIES**

- Performing such recreation department duties as may be assigned from time to time, directly or indirectly, by the Manager of Public Works Operations or the Relieving Foreman.
- Overtime duty, on-call duty and call out duty as required by the Manager of Public Works Operations or the Public Works Foreman from time to time.

### **CONDITIONS**

- Membership eligibility in CUPE Local 2087.

## **PUBLIC WORKS FOREMAN**

(Pay Grade 9)

### **ACCOUNTABILITY**

- Reporting to and receiving direction from the Manager of Public Works as may be determined from case to case.

### **SCOPE**

- Actively participate in municipal planning, operations and maintenance of all municipal infrastructures and assets, operating such equipment as qualifications permit.

### **QUALIFICATIONS**

- Competence in the use of construction tools, thorough knowledge of municipal infrastructure, thorough knowledge of Workers' Compensation safety regulations;
- Demonstrated proficiency in the operation of all public works equipment under all conditions, as well as demonstrated proficiency in either carpentry, electrical, plumbing, welding, auto/heavy duty mechanical or electronic/pneumatic instrument maintenance, or
- Licensed to operate the arena refrigeration plant, or
- Licensed to operate the water treatment plant;
- Valid BC Class 3 Driver's license with air endorsement.

### **SPECIFIC DUTIES**

- Responsible for designated areas of performance in the Public Works Department;
- Write and submit such reports on the work and/or conditions relating to the designated areas of the Public Works Department as may be required from time to time;
- Assist in the preparation of the City's Financial Plan.

### **EXTRANEIOUS DUTIES**

- All duties as assigned by the Manager of Public Works
- Overtime duty and call-out duty as required by the Manager of Public Works or by such person appointed to act on behalf of the Manager of Public Works from time to time.

### **CONDITIONS**

- Membership eligibility in C.U.P.E. Local 2087.

## **RECREATION PROGRAMMER**

(Pay grade 5)

### **ACCOUNTABILITY**

- Reporting to and receiving direction from the Manager of Legislative & Community Services.

### **SCOPE**

- Responding to public inquiries in matters or recreation and community services.
- Responsible for recreation related administrative tasks.
- Responsible for recreation programming.
- This position shall be established at 20 hrs of regular work per week plus 5 hrs per week of irregular work performed in conjunction with community recreation activities.

### **QUALIFICATIONS**

- Competence in general office procedures and the operating of office equipment, acquired through generally recognized course work, practical work experience or a combination thereof.
- Competence in all aspects of recreation programming at a level appropriate to community requirements, acquired through practical work experience, course work or a combination thereof.

### **SPECIFIC DUTIES**

- Typing, filing and other recreation related general administrative tasks.
- Administering the booking of recreation facilities.
- Administering all aspects of recreation related public relations.
- Administering recreation program development, selection, direction and evaluation.

### **CONDITIONS**

- Membership eligibility in CUPE Local 2087.

## **ADMINISTRATIVE CLERK I**

(Pay grade 5)

### DEPARTMENT

- Financial Services

### SCOPE

- Responsible for performing tasks relating to the City's corporate and financial services.
- Responsible for responding to public inquiries.
- Assume responsibilities of Section 10.20 of CUPE contract if required.

### QUALIFICATIONS

- Competence in general office procedures and proficient in the use of office equipment and computers, acquired through generally recognized course work, practical work experience or a combination thereof.
- Competence in performing all tasks associated with this position.
- Demonstrated ability to follow directions and to work with minimal supervision.

### SPECIFIC DUTIES

- Typing, filing and general administrative tasks.
- Perform daily collections, reconciliations and analysis of monies, cheques, notes and other forms or exchange and deposit same in designated financial institutions.
- Maintain City's parking ticket system.
- Assists department heads and staff with research tasks and compiling reports.
- Complete all month-end and year-end activities and reports associated with the duties of this position.
- Other duties that may be assigned.
- Assisting other office staff as may be required.

### CONDITIONS

- Membership eligibility in CUPE Local 2087.

### HOURS OF WORK

- As per the Collective Agreement.

## **ADMINISTRATIVE CLERK II**

(Pay grade 6)

### DEPARTMENT

- Financial Services

### SCOPE

- Responsible for performing tasks relating to the City's corporate and financial services.
- Responsible for responding to public inquiries.
- Assume responsibilities of Section 10.20 of CUPE contract if required.

### QUALIFICATIONS

- Competence in general office procedures and proficient in the use of office equipment and computers, acquired through generally recognized course work, practical work experience or a combination thereof.
- Competence in performing all tasks associated with this position.
- Demonstrated ability to follow directions and to work with minimal supervision.

### SPECIFIC DUTIES

- Typing, filing and general administrative tasks.
- Perform daily collections, reconciliations and analysis of monies, cheques, notes and other forms of exchange and deposit same in designated financial institutions.
- Maintain property tax masters, mortgage accounts and utility account masters.
- Monthly water meter and garbage bin invoicing.
- Maintain City's parking ticket system.
- Perform all tasks necessary to process payroll and accounts payable.
- Complete all month-end and year-end activities and reports associated with the duties of this position.
- Assists department heads and staff with research tasks and compiling reports.
- Other duties that may be assigned.
- Assisting other office staff as may be required.

### CONDITIONS

- Membership eligibility in CUPE Local 2087.

### HOURS OF WORK

- As per the Collective Agreement.

## **ACCOUNTING CLERK I**

(Pay grade 7)

### DEPARTMENT

- Financial Services

### SCOPE

- Responsible for performing tasks relating to the City's financial services.
- Responsible for responding to public inquiries.
- Assume responsibilities of Section 10.20 of CUPE contract if required.

### QUALIFICATIONS

- Competence in general office procedures and proficient in the use of office equipment and computers, acquired through generally recognized course work, practical work experience or a combination thereof.
- Competence in performing all tasks associated with this position.
- Demonstrated ability to follow directions and to work with minimal supervision.

### SPECIFIC DUTIES

- Typing, filing and general administrative tasks.
- Administer the Tax and Utility Prepayment Plan.
- Accounts receivable, dog and business license invoicing and related duties.
- Assist in the preparation of the annual tax roll and issuing tax notices and other statutory requirements associated with the collection of property taxes and other user fees.
- Prepare returns as necessary and remit monies collected on behalf of Federal, Provincial and other third party organizations.
- Assist with administering the home Owner Grant program and as necessary, prepare Home Owner Grant returns and reconciliations for the Home Owner Grant Administration branch and School Tax returns and reconciliations for the Minister of Finance.
- Coordinate and/or prepare reconciliations of all sub-ledgers (including inventory), bank statements and do adjusting journal entries.
- Complete all month-end and year-end activities and reports associated with the duties of this position.
- Other duties that may be assigned.
- Assisting other office staff as may be required.

### CONDITIONS

- Membership eligibility in CUPE Local 2087.

### HOURS OF WORK

- As per the Collective Agreement.

## **ACCOUNTING CLERK II**

(Pay grade 8)

### DEPARTMENT

- Financial Services

### SCOPE

- Responsible for performing tasks relating to the City's financial services.
- Performing all tasks relating to the position of Municipal Collector.
- Responsible for responding to public inquiries.
- Assume responsibilities of Section 10.20 of CUPE contract if required.

### QUALIFICATIONS

- Competence in general office procedures and proficient in the use of office equipment and computers, acquired through generally recognized course work, practical work experience or a combination thereof.
- Qualified accountant or enrolled in a recognized professional accounting program with the completion of the third level or accounting education of an equal value.
- Competence in performing all bookkeeping and accounting tasks associated with this position.
- Competence in producing and interpreting financial statements.
- A minimum of five years related experience, preferably in a municipal setting.
- Demonstrated ability to work reliably with minimum supervision.
- General understanding and knowledge of the Local Government Act and specific financial requirements.
- Proficient in the use of computer programs including: Windows, MS Office, MAIS or other accounting software and other related software.
- Ability to communicate effectively (verbally and written) with City staff, outside agencies and members of the public.

### SPECIFIC DUTIES

- Performing bookkeeping and accounting tasks including, but not limited to, coding, data entry, reconciliations and cash flow.
- Performing payroll, personnel, property taxation, utility billing and any other sub-ledger related tasks as required.
- Maintaining payroll, accounts payable, accounts receivable and other financial records as required.
- Administers the application of Home Owner Grants and prepares returns and reconciliations as necessary for the Provincial Government Home Owner Grant Administration branch.

- Coordinates and/or prepares reconciliation of the general ledger accounts and maintains chart of accounts.
- Maintain records of all reconciliations for external auditors and the Treasurer, prepare year-end working papers and file for the annual audit, prepare preliminary financial statements. Primary contact for auditors during year-end audit.
- Assist with the preparation of the annual Municipal Reporting Forms as required by the Provincial Government.
- Assist in preparing the annual operating, capital and other long-term budgets.
- Research and prepare reports or analyses as may be necessary on special projects or assignments that may be assigned from time to time.
- Complete all month-end and year-end activities and reports associated with the duties of this position.
- Other duties that may be assigned.
- Assisting other office staff as may be required.

#### CONDITIONS

- Membership eligibility in CUPE Local 2087.

#### HOURS OF WORK

- As per the Collective Agreement.

## **SCHEDULE "C"**

### **Supplemental Unemployment Benefit (Sub) Plan**

This plan is established for the purpose of meeting the conditions of Subsection 37(2) of the Employment Insurance Regulations effective until February 28, 2007.

The purpose of the SUB Plan is to encourage and facilitate opportunities for continuous training of City of Rossland employees.

- (a) The following groups of employees are covered by the Plan:
  - 1. All City of Rossland employees covered by the C.U.P.E. Collective Agreement;
  - 2. All City of Rossland full-time exempt employees.
  
- (a) The Plan is to supplement the EI income benefits received by workers for temporary unemployment caused by the City of Rossland approved training programs.
  
- (c)
  - 1. Employees must prove that they have applied for and are in receipt of EI income benefits in order to receive payment under the Plan. Benefiting employees shall be required to produce cheque stubs.
  - 2. SUB is payable for a period during which an employee is not in receipt of EI income benefits if the only reason for non-receipt is that the claimant is serving the two (2) week waiting period.
  
- (d)
  - 1. The benefit level paid under this plan is set at the difference between the weekly compensation received from EI income and ninety-five percent (95%) of the employee's weekly earnings
  - 2. In any week, the total amount of SUB payments and the weekly rate of EI income benefits will not exceed ninety-five percent (95%) of the employee's weekly earnings.
  - 3. This SUB benefit will be paid for a maximum of ten (10) weeks per calendar year.
  
- (e)
  - 1. The Plan is financed by the City of Rossland's general revenues.
  - 2. A separate record of the SUB payments will be kept by the City of Rossland for audit purposes.

- (f) 1. The duration of the Plan is from March 1, 2003 to February 28, 2007.
- 2. The City of Rossland will inform the HRDC in writing of any changes to the Plan within thirty (30) days of the effective date of the change.
- (g) Employees do not have the right to SUB payments except for supplements for EI income benefits for the unemployment period as specified in the Plan.
- (h) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the Plan.

**LETTER OF UNDERSTANDING NO. 1**

**Between**

**THE CORPORATION OF THE CITY OF ROSSLAND**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2087**

**RE: Recreation Programmer**

The current position of Recreation Programmer is vacant. In the event that the City of Rossland wishes to re-establish the position, the terms and conditions will be established according to Article 8 – Posting, Vacancies and Appointments – of the Collective Agreement.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

THE CORPORATION OF THE  
CITY OF ROSSLAND

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES,  
LOCAL 2087

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**LETTER OF UNDERSTANDING NO. 2**

**Between**

**THE CORPORATION OF THE CITY OF ROSSLAND**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2087**

**RE: Rate of Pay for Wayne Laybourne**

In the event that Wayne Laybourne receives his Tradesman Qualification for carpentry, he will immediately be paid at the Journeyman rate (Pay Rate 8).

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

THE CORPORATION OF THE  
CITY OF ROSSLAND

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES,  
LOCAL 2087

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