

AGREEMENT BETWEEN

CITY OF KIMBERLEY

(hereinafter referred to as the "City")

AND

UNITED STEELWORKERS OF AMERICA ON BEHALF OF ITSELF

AND LOCAL 935

(hereinafter referred to as the "Union")

MARCH 1, 2005 - FEBRUARY 28, 2009

INDEX

DEFINITIONS	4
ARTICLE I - UNION RECOGNITION	7
Section 1 - Sole Bargaining Agency	7
Section 2 - Power of Bargaining Unit.....	7
Section 3 - No Discrimination	7
Section 4 - Union Check-off.....	7
Section 5 - No Strikes or Lockouts	8
Section 6 - Essential Services	8
ARTICLE II - CITY RECOGNITION.....	8
ARTICLE III - POSTINGS, VACANCIES.....	9
ARTICLE IV - GRIEVANCE PROCEDURE.....	9
ARTICLE V - ARBITRATION	10
ARTICLE VI - SENIORITY	11
Section 1 - Calculation of Seniority.....	11
Section 2 - Promotion, Demotion, Transfer	13
Section 3 - Lay Offs	15
Section 4 - Loss of and/or Continuing Seniority.....	17
ARTICLE VII - HOURS OF WORK, OVERTIME	18
Section 1 - Hours of Work	18
Section 2 - Overtime.....	20
ARTICLE VIII - WAGES	23
Section 1 - Outside Workers.....	23
Section 2 - Inside Workers	27
Section 3 - Schedule of Progressional Rates	29
Section 4 - Wages - General	31
ARTICLE IX - PAID HOLIDAYS	32
ARTICLE X - ANNUAL VACATION.....	33
Section 1 - Vacation Entitlement.....	33
Section 2 - Special Vacation.....	35
Section 3 - Banked Vacation	36
ARTICLE XI - SICK LEAVE.....	36
ARTICLE XII - LEAVE OF ABSENCE	37
Section 1 - General.....	37
Section 2 - Union Leave	38
Section 3 - Bereavement Leave	38
Section 4 - Jury Leave.....	39
ARTICLE XIII - MATERNITY LEAVE	39
ARTICLE XIV - BENEFITS AND HEALTH CARE PLANS.....	41
ARTICLE XV - APPRENTICES	45
ARTICLE XVI - SAFETY	46
ARTICLE XVII - GENERAL PROVISIONS.....	47
Section 1 - Trade and Assigned Maintenance Convention	47
Section 2 - Incentives	47
Section 3 - Conditions of Employment.....	47

INDEX CONTINUED

Section 4 - Meal Periods	48
Section 5 - Tools, Clothing Allowance	48
ARTICLE XVIII - EDUCATIONAL LEAVE	50
Section 1 - Leave.....	50
ARTICLE XIX - JOINT CONSULTATION AND ADJUSTMENT PLANS.....	50
ARTICLE XX - B.C. LABOUR CODE	52
ARTICLE XXI - TERMS APPLYING TO SEASONAL AND CASUAL EMPLOYEES	52
ARTICLE XXII - TERMS APPLYING TO EMPLOYEES WORKING 4 X 4	53
ARTICLE XXIII - EFFECTIVE AND TERMINATING DATES	57
ARTICLE XXIV - LETTERS OF UNDERSTANDING.....	57
ATTACHMENTS:	
Schedule A - Outside Workers - Standard Hourly Wage Scale	59
Schedule A1 - Outside Workers - Schedule of Job Titles and Job Classes.....	60
Schedule A2 - Outside Workers - Learner Period Classification Analysis.	61
Schedule A3 - Outside Workers - Period Classification Analysis and Schedule of Apprenticeship Training	62
Schedule B - Inside Workers - Clerical - Standard Hourly Wage Scale - March 1, 2005 - February 28, 2009	63
Schedule B1 - Inside Workers - Clerical - Schedule of Job Classes/Job Titles ..	64
Schedule B2 - Inside Workers - Clerical - Standard Hourly Wage Scale effective March 1, 2005	65
Schedule B3 - Inside Workers - Clerical - Standard Hourly Wage Scale effective March 1, 2006	66
Schedule B4 - Inside Workers - Clerical - Standard Hourly Wage Scale effective March 1, 2007	67
Schedule C - Union Check-off form	68
Schedule D – Kimberley Aquatic Centre	69
Letter of Understanding no. 1	73
Letter of Understanding no. 2	75
Letter of Understanding no. 3	78
Letter of Understanding no. 4	80
Letter of Understanding no. 5	81
Letter of Understanding no. 6	82
Letter of Understanding no. 7	83
Letter of Understanding no. 8	85
Letter of Understanding no. 9	86
Letter of Understanding no. 10	88
Letter of Understanding no. 11	90
Letter of Understanding no. 12	91
Letter of Understanding no. 13	92
Letter of Understanding no. 14	93

DEFINITIONS

00.01 "EMPLOYEES"

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

00.02 EMPLOYEE DEFINITIONS

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

(b) **Regular Employees:**

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

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

The City shall review the status of any regular part-time employee, at the request of the Union, provided six (6) months has elapsed since the previous review to assess whether a conversion to full-time employment is warranted on the basis of the positions occupied by that employee and the hours that employee works. The City shall not unreasonably refuse to convert a regular part-time employee to full-time status provided that employee has worked full-time hours in one (1) or more similar positions in the past and will continue to work full-time hours on that basis in the future.

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

- i) Article **6.01(c)** notwithstanding, when the City intends to employ someone on a seasonal basis, it shall first offer such employment to laid-off regular employees on the recall list in order of their seniority, provided the applicable laid-off employee has the ability to perform the job in question.
 - ii) Laid-off regular employees, who had completed probation at the time of their lay-off and who accept seasonal employment under this article are deemed to be recalled to regular employment during the period of such employment. These employees shall be paid at the rate applicable to the work they are performing. They shall be given two (2) weeks lay-off notice when such employment comes to an end, at which time their period of recall under marginal paragraph 6.10 shall be fully reinstated. They shall be eligible for reinstatement of the benefit plans under Article **XIV** on the first (1st) of the following month, if they are recalled on or before the fifteenth (15th) day of the month; or on the first (1st) of the month following the completion of the thirty (30) calendar days after being recalled, if they are recalled after.
 - iii) A refusal by a laid-off employee to accept seasonal work under this section shall not affect the laid-off regular employee's recall rights.
- (d) **Casual Employee** - is an employee hired to relieve regular employees who are absent (e.g. vacation, sickness, accident, leave, etc.) or to alleviate workload increases, subject to the following:
 - i) When a casual employee is hired to alleviate workload increases, the period of such employment shall not exceed sixty (60) consecutive calendar days without the approval of the Union, which approval shall not be unreasonably denied.
 - ii) Casual employees, who are relieving an absent regular employee(s), shall be placed into the entry level position and the work of the absent employee shall be performed by another regular employee who has been temporarily upgraded, provided operational requirements permit, no overtime is incurred by so doing and the regular employee who is to be upgraded has the ability to immediately perform the work in question.
 - iii) The City shall not replace regular or seasonal positions with casual employees on an ongoing basis.
 - iv) Experience gained by casual employees shall not be considered in filling posted vacancies under article 6.06.
 - v) Article 6.01(d) notwithstanding, when the City intends to employ someone on a casual basis, it shall first offer such employment to a laid-off regular employee on the recall list with the ability to perform the applicable job, in

seniority order. Failing that, it shall offer such employment to an existing regular part-time employee with the ability to perform the applicable job, in seniority order. The City shall not be required to offer work to a laid off regular employee or to a regular part-time employee under this section (v) if it would result in overtime or there would be delay in work or loss in production as a result of so doing.

- vi) Laid-off regular employees who accept casual employment under this section shall be considered as casual employees and the provisions of Article 21.02 shall apply to such employment.
- vii) Laid-off regular employees, who accept casual employment under this section are not considered recalled under Article 6.11. Articles 6.01 and 6.12 do not apply to such employment.
- viii) Laid-off regular employees, who accept casual employment under this section shall earn one (1) additional month of recall rights for each twenty (20) working days of such employment they complete.
- ix) A refusal by a laid-off employee to accept casual work under this section shall not affect the laid-off regular employee's recall rights.
- x) Nothing in this section (c) restricts the City's right to use casual employees at straight time rates to perform work that would otherwise result in overtime rates being paid to regular employees.
- xi) The City shall maintain a record of the casual employees it utilizes, including their hours and positions occupied. This record shall be furnished to the Union on a monthly basis.

00.03 ABILITY

When used in this agreement "ability" means the capacity of an employee or job applicant to perform the job in question, and without limiting generality, shall include consideration of the following factors: qualifications, education, experience, knowledge and skill.

00.04 CALENDAR YEAR

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

00.05 DAYS

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

00.06 GENDER

Words imparting the masculine gender shall include the feminine.

ARTICLE I - UNION RECOGNITION

Section 1 -Sole Bargaining Agency

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

Section 2 -Power of Bargaining Unit

- 1.02 (a)** Members of the exempt staff excluded under definition **00.01** shall not work on any job which is included in the bargaining unit, except for purposes of instructing or experimenting, or in emergencies where an employee in the bargaining unit is not available.
- (b)** No person, regularly employed by an employer other than the City, shall be given part-time or weekend employment at work customarily performed by City employees, unless an emergency exists or City employees are not available.
- (c)** No regular employee shall be laid-off as a direct result of contracting out.

Section 3 - No Discrimination

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

Section 4 - Union Check-off

- 1.04** The City agrees to deduct once each month from the earnings of every employee covered by this Agreement, the sum of Five Dollars (\$5.00) or such sum by way of monthly dues as may be fixed constitutionally by the International Union, in accordance with the compulsory check-off authorization (Schedule "C"). The total amount so deducted, with an itemized statement of same, in duplicate, shall be forwarded to the Union, prior to the end of the month next following that to which said deductions apply, in the manner provided for in **(d)** hereof.
- (a)** If an employee works less than five (5) days in a calendar month his/her dues shall not be deducted for that month (paid days on vacation and paid Statutory Holidays will be considered as days worked for the purpose of this Article.

- (b) The City agrees to deduct an initiation fee upon receipt of an authorization, signed by the employee, and to forward the amount so deducted to the Union, as provided in (d) hereof.
 - (c) The City agrees to deduct death benefit assessments from employees who are Union members and have tendered authorization forms to the City after receipt of a letter signed by the President and Secretary of the local Union and forward the amount so deducted to the local Union.
 - (d) Until further notice from the Union, all cheques shall be payable to the International Treasurer of the United Steelworkers of America, Kimberley, British Columbia, made payable as aforesaid.
- 1.05 There shall be no responsibility on the part of the City for the monthly dues of an employee, unless there were sufficient unpaid wages of that employee in the City's hands at the time the deduction should have been or would normally have been made.
- 1.06 The City agrees to notify the Union of new members starting and will issue a Union card and Death Benefit card for signing upon the hiring of a new employee.

Section 5 - No Strikes or Lockouts

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

Section 6 - Essential Services

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

ARTICLE II - CITY RECOGNITION

- 2.01 The Union recognizes the right of the City to operate and manage its business in all respects in accordance with its commitments and responsibilities, and to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
- 2.02 The City shall have the right to hire, to discipline, to demote, or to discharge employees who have successfully completed his/her initial probationary period for just cause, and to retire employees at the age of sixty-five (65). The selection of supervisory staff shall be entirely a matter for the City's decision.

ARTICLE III - POSTINGS, VACANCIES

- 3.01 (a)** All vacancies occurring in any of the classifications covered by this Agreement shall be posted on the bulletin board for fourteen (14) calendar days. Internal postings shall be accompanied by a copy of the applicable CWS Job Description. Applications for the position are to be made to the City Administrator, in writing, before such positions are filled. Application forms will be made available to each employee from City Hall. Regular employees presently employed and who apply in response to such postings shall be given full consideration before new employees are employed. After the City has made its selection decision, the successful applicant will assume his/her new position as quickly as operationally possible.
- (b)** The City shall not be required to post and fill casual and seasonal vacancies under this article.

ARTICLE IV - GRIEVANCE PROCEDURE

- 4.01** Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of this Agreement, such differences shall be resolved in the following manner:
- (a)** Stage 1 - within thirty (30) calendar days after the alleged grievance has arisen or within thirty (30) calendar days from the time the employee(s) should reasonably have known of the occurrence giving rise to the grievance, the employee(s) concerned, with or without his/her shop steward in attendance, as desired, may present the grievance, which shall be stated in writing, to his/her immediate supervisor. Failing settlement to the employees' satisfaction within seven (7) calendar days, the employee(s) may proceed to Stage 2.
- (b)** Stage 2 - within seven (7) calendar days from the time the decision was made or should have been made under Stage 1, the employee(s) concerned, with his/her/their shop steward in attendance, may present the written grievance to their Department Head. Failing settlement to the employees' satisfaction within seven (7) calendar days, the grievance may proceed to Stage 3.
- (c)** Stage 3 - within seven (7) calendar days from the time the decision was made or should have been made under Stage 2, the Union's Grievance Committee, which may be accompanied by the Grievor(s), shall present the written grievance to the City's Grievance Committee. Failing settlement of the grievance within fourteen (14) calendar days, the Union may refer the matter to arbitration in accordance with Article V of this Agreement.
- (d)** When the City has a grievance, it shall forward it to the Union, in writing, within thirty (30) calendar days following the incident giving rise to the grievance, or within thirty (30) calendar days after the City should reasonably have known of the occurrence giving rise to the grievance. The Union and the City shall meet

to discuss City grievances within seven (7) calendar days, after the grievance has been received by the Union. If a City grievance is not settled within fourteen (14) calendar days after the first meeting referred to above, the City may submit the grievance to arbitration in accordance with **Article V** of this Agreement.

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

4.02 Notification of Committee Members and Shop Stewards

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

4.03 Review of Employee Personnel File

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

ARTICLE V - ARBITRATION

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

- (b)** The parties shall select a single arbitrator in rotational order from the list below within ten (10) calendar days of the receipt by either party of notice referring a grievance to arbitration:

- i) David MacPhillips
- ii) Joan Gordon
- iii) Emily Burke
- iv) Vince Ready.

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

5.03 Expedited Arbitration

As an alternative to regular arbitration under this article, the parties may mutually agree, on a case by case basis, to refer any grievance to Vince Ready or a substitute agreed to by the parties who shall:

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

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

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

This section is intended to be non-prejudicial in all respects. The parties shall not rely upon any matter arising out of an application of this section in any other interpretation of this Agreement or at any subsequent hearing or proceeding under this Agreement or under the *Labour Relations Code of B.C.* without the mutual consent of both parties.

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

ARTICLE VI - SENIORITY

Section 1 - Calculation of Seniority

6.01 Definition of Seniority

- (a) Seniority is defined as the length of a regular employee's service in the bargaining Unit since his/her most recent date of hire as a regular employee. Regular part-time employees shall accumulate seniority on the basis of his/her accumulated straight-time hours actually worked.
- (b) Regular employees shall not attain seniority until they have successfully completed the probationary period. Seniority shall include the probation period, following its successful completion.

- (c) Seasonal employees shall have “seasonal seniority”, which shall only be utilized for purposes of rehire into seasonal work or for casual work under article 6.01(d), and termination at the end of each season. Each seasonal employee’s seasonal seniority shall be based on cumulative seasonal service with the City in full days based on their seasonal start dates, which shall be set out in a separate seasonal seniority list under Article **6.03**.
- i) As much as operationally possible, seasonal employees shall be rehired at the start of each season on the basis of their seasonal seniority, provided they continue to perform in a fashion satisfactory to the City and provided further that any seasonal employee must have the ability to perform the job(s) available. As much as operationally possible, at the end of each season, seasonal employees shall be terminated in reverse order of their seasonal seniority, provided that the remaining seasonal employees have the ability to perform the job(s) remaining.
 - ii) When a seasonal employee is hired into a regular position without a break in service, his/her regular seniority date, following successful completion of the probationary period, shall include the last period of seasonal employment immediately prior to his/her regular employment.
- (d) Casual employees shall not earn nor exercise seniority.

When the City has casual work available, it will give preference to those laid off seasonal employees having seasonal seniority, and casual employees who have previously worked for the City in accordance with the following subsections, provided that no overtime results from so doing:

- i) First, to laid off seasonal employees with the ability to immediately perform the work; and
- ii) Second, to casual employees who previously worked in that department; and
- iii) Third, to casual employees who previously worked in some other department; and
- iv) In order to be eligible for casual work under this section (d), laid off seasonal employees must notify the City in writing at the time of their layoff that they wish to be considered for casual work which comes available during their layoff period.
- v) In order to receive preference under this section (d), a casual employee must have performed in a fashion satisfactory to the City for at least four hundred and eighty (480) cumulative casual hours and he/she must have the ability to immediately perform the work available.

6.02 Probationary Period

All newly hired regular employees are required to complete a probation period after they are hired as a regular employee. The probation period for full-time employees shall be six (6) months of continuous service. Part-time employees are required to complete a probationary period of four hundred and eighty (480) accumulated straight-time hours or six (6) calendar months of service, whichever occurs later. The City may terminate the employment of any probationary employee for reasonable cause, save that Union activity shall not be a reason for discharge under this article.

6.03 Seniority List

- (a) The City shall publish a seniority list once per year, as at December 31st, showing each regular employee's seniority. A copy of this list shall be posted in all City Departments and a copy shall be forwarded to the Union. The City may update the seniority list more often under this section, should circumstances warrant.
- (b) Continued seniority with the City shall have preference over broken seniority where holiday schedules or job postings are concerned. Broken seniority occurs as a result of voluntary termination or when an employee has been laid off for more than twenty-four (24) months without being recalled. When an employee is laid off and is recalled during his recall period, his/her seniority is deemed to be continuous.

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

6.05 Deleted.

Section 2 - Promotion, Demotion, Transfer

6.06 The following sections shall apply for purposes of promotion, demotion and transfers:

- (a) For positions at job class 8 or lower, except Drafting Assistant and Engineering Assistant 1 positions, the senior applicant with sufficient ability to perform the posted job shall be selected.
- (b) For positions at job class 9 and higher, plus Drafting Assistant and Engineering Assistant 1 positions, ability to perform the posted job shall be the determining factor. When the ability of two (2) or more applicants to perform the posted job is relatively equal, seniority shall be the tie-breaker.
- (c) An employee shall not be promoted until a vacancy occurs in a higher Job classification.

- (d) The City shall assess ability under this article and shall not make such assessment in an arbitrary, discriminatory or bad faith manner.
 - (e) Employees who are selected to fill full-time vacancies in the Bargaining Unit under this article shall serve a trial period of not less than fourteen (14) calendar days and up to three (3) calendar months worked. The trial period for part-time employees shall be not less than forty (40) cumulative straight-time hours actually worked and up to two hundred and forty (240) cumulative straight time hours actually worked or three (3) calendar months worked, whichever occurs later. If the employee is found to be unsatisfactory in the new position during this trial period, or the employee wishes to voluntarily relinquish the Bargaining Unit position during his/her trial period, he/she shall be returned to his/her former position, and any other employee promoted because of the rearrangement of positions shall be returned to their former positions. This trial period may be extended by mutual agreement of the parties.
- 6.07** If an employee objects to his/her promotion, he/she shall waive his/her seniority rights to that promotion only to the next senior employee beneath him/her or to the employee subsequently promoted to the position. Such waiver must be in writing and be witnessed by an officer of the Union.
- 6.08** (a) When a member of a crew is absent and the City finds it necessary to temporarily upgrade another member of the crew to perform such absent employee's work, for a period longer than five (5) working days, it shall offer such temporary upgrade, in seniority order, to employees on that particular crew, having the required ability to immediately perform the work in question. When no member of the crew has the required ability, the City shall offer such temporary upgrade, in seniority order, to employees in that department, having the required ability to immediately perform the work in question.
- (b) In the event of a temporary lack of work in an employee's position, that employee may bump down to the next lower position, in seniority order, where there is work, provided that the employee has the required training and ability to immediately perform the work in question.
 - (c) The City will evaluate the work on a day by day basis to determine if this movement described in 6.08 (b) will be initiated. The City will make every reasonable effort to expedite this process.
 - (d) However, the City may have up to five (5) working days to make such movement so as to maintain efficiency. The City further agrees to make such judgement in a fair and equitable manner.

Section 3 - Lay Offs

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

- (b)** Regular employees who are to be laid-off shall have bumping rights in accordance with their seniority, provided they have sufficient ability to perform the job as described in the job description.

 - (i)** Bumping rights shall include the right to bump to equal or lesser classifications. In the case of outside workers, the right to bump up to, but not higher than Class 11. In the case of inside workers, the right to bump up to, but not higher than Class 8, unless they have been trained or had backup responsibilities for the higher rated job to which they wish to bump.
 - (ii)** Within three (3) working days of receiving their layoff notice, laid off employees shall notify the City in writing of the position(s) into which they are seeking to bump on the basis of their seniority and ability. Within three (3) working days of receiving this bumping request, the City shall advise the laid off employee which of his/her selected positions, if any, it is prepared to accept for bumping purposes.
 - (iii)** Employees who bump into a full-time position shall serve a trial period of not less than fourteen (14) calendar days and up to three (3) calendar months worked. The trial period for part-time employees shall be not less than forty (40) cumulative straight time hours actually worked and up to two hundred forty (240) cumulative straight-time hours actually worked or three (3) calendar months worked, whichever occurs later. If the employee is found to be unsatisfactory during this trial period, he/she shall be laid-off and placed on the recall list. This trial period may be extended by mutual agreement of the parties. The above trial period does not apply to those employees who bump into a different position when they have previously been paid at the standard rate when working in that position.
 - (iv)** When there is no position into which a regular employee having five (5) or more years of seniority can bump under subsections **(b)** and **(i)**, the City will provide that employee with up to thirty (30) working days of training in accordance with the provisions of this subsection **(v)**.
 - (v)** The City shall designate the position into which the employee is to bump in order to receive training under this subsection and the training the employee is to receive. No training will be provided under this subsection unless the employee in question has the ability to perform the basic functions of the applicable job prior to such training being received and there is a reasonable expectation that he/she will be able to attain the required ability to perform the applicable job as described in the job description within the thirty (30) working day training period. If the employee in question does not have the ability to perform the applicable job as described in the job description at the end of the

above training period, he/she shall be laid-off and placed on the recall list.

- (c) The City agrees that no new employees shall be hired until those laid-off have been given the opportunity for recall in accordance with the provisions of Article **6.10**.
- (d) For purposes of bumping only, the City shall maintain three (3) Parks and Arena Caretaker II positions. Employees paid at the Parks and Arena Caretaker II rate, additional to this requisite number, may be bumped in accordance with this article, as if they were paid at the Parks and Arena Caretaker I rate.

6.10 Recall

- (a) When it is necessary to increase forces, employees on lay-off who retain recall rights shall be rehired as closely as possible in the inverse order in which they were laid-off (ability considered).
- (b) It shall be the responsibility of the employee laid-off to notify the City of any change of address and/or telephone number.
- (c) Should an employee refuse to accept a recall to the job from which he/she was laid-off, he/she shall immediately forfeit his/her recall rights.
- (d) Should an employee be unavailable to accept a recall due to sickness, injury or vacation(s), he/she shall not forfeit his/her recall rights. The employee shall, upon the production of a doctor's certificate, have the right to exercise his/her seniority, provided he/she has the ability to perform the job in question as described in the job description.
- (e) An employee shall be notified of recall by telephone and/or registered mail and the employee shall have a maximum of ten (10) working days from the date said recall notice was received to report for work.
- (f) Recall rights shall terminate upon the expiration of twenty-four (24) months from the last date of lay-off.
- (g) Laid-off employees who are recalled to employment shall not be required to complete a new probation period under article **6.02** following such recall. Laid-off employees who are recalled into a different position than the position they occupied at the time of their lay-off, shall serve a trial period of not less than fourteen (14) calendar days and up to three (3) calendar months worked. The trial period for part-time employees shall be not less than forty (40) cumulative straight-time hours actually worked and up to two hundred and forty (240) cumulative straight-time hours actually worked or three (3) calendar months worked, whichever occurs later. If the employee is found to be unsatisfactory during this trial period, he/she shall again be laid-off and placed

on the recall list. This trial period may be extended by mutual agreement of the parties. The above trial period does not apply to those employees who are recalled into a different position when they have previously been paid at the standard rate when working in that position.

- 6.11 (a)** When a regular employee is recalled to work within ninety (90) consecutive calendar days after being laid-off under Article **6.09**, the period of such lay-off shall be considered as time worked, for the purpose of determining seniority only.
- (b)** During the first ninety (90) consecutive calendar days that a regular employee is laid-off under Article **6.09** he/she may elect to maintain the following benefit plans: superannuation, medical plans, dental plan and group life insurance, provided the employee pays both his/her own share and the City's share of the premium costs for same and provided, that the terms of the carrier's plan permits such coverage to continue.
- (c)** Where necessary, the City shall request the existing benefit plan carrier to amend the existing benefit plans to provide for such coverage, provided there are no increased costs for so doing. The decision of the carrier in this regard shall be final.
- 6.12** In the event of an employee brought back to work after being absent for more than ninety (90) calendar days by reason of termination for any reason, he/she shall not regain his/her seniority until he/she has been back to work for forty-five (45) calendar days since last rehired.
- 6.13** In the event that the employee voluntarily terminates his/her employment, this article shall not be applicable.

Section 4 - Loss of and/or Continuing Seniority

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

6.15 Transfer/Promotion Outside Bargaining Unit

Employees permanently promoted or transferred to a position outside the Bargaining Unit shall continue to accrue seniority for a maximum period of six (6) months following such promotion or transfer, as if they had remained in the Unit. Employees who return to the Bargaining Unit during such six (6) month grace period shall retain all accrued seniority including the period they were out of the Unit. Employees who return to the Bargaining Unit after the six (6) month grace period

shall be granted seniority rights equal to that amount accumulated up to the original date of promotion/transfer outside the Unit, plus the full six (6) month grace period. Employees, who are promoted or transferred to a position outside the Bargaining Unit and who return to the Unit under this section (6.15), shall, after returning to the Unit, pay union dues for that portion of the six (6) month grace period they were out of the Unit, to a maximum of six (6) month's dues calculated on the same basis as applied immediately preceding the transfer or promotion.

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

ARTICLE VII - HOURS OF WORK, OVERTIME

Section 1 - Hours of Work

Outside Employees

- 7.01 (a)** The regular work week for Operations Department employees shall constitute forty (40) hours, Monday to Friday. The regular workday shall constitute eight (8) hours.
- (b)** Operations Department employees shall normally work from 7:00 A.M. to 3:30 P.M., inclusive of one-half (0.5) hour unpaid lunch period.
- (c)** The regular work week for Parks and Recreation Department employees, not working a 4X4 schedule, shall constitute forty (40) hours, Monday to Friday. The regular workday for such employees shall constitute eight (8) hours. Should the 4X4 Article of Understanding be cancelled, the City may require any Parks and Recreation employee to work a continuous operations work schedule.

7.02 (Deleted)

Clerical Employees

- 7.03 (a)** The regular work week for clerical employees shall be thirty-seven and one-half (37.5) hours, Monday to Friday, and the workday shall constitute seven and one-half (7.5) hours.
- (b)** Except as set out below, clerical employees shall normally work the hours of 8:30 a.m. to 5:00 p.m., inclusive of one (1) hour unpaid lunch period:
- (i)** Engineering - the above hours may be varied as mutually agreed between the City and the employee(s) involved.
- (ii)** RCMP Clerks - the normal hours shall be 8:00 a.m. - 4:30 p.m. These hours may be varied by the City if operational requirements are not

being met, provided the varied hours fall between 7:00 a.m. and 6:00 p.m.

- (iii) Bylaw Enforcement Officer - part-time hours, to be established by the City between 8:30 a.m. and 5:00 p.m., up to five (5) consecutive days per week unless the employee agrees otherwise.
- (iv) Inside employees shall be eligible to work flexible hours, provided that the City does not incur any increased costs as a result, its customer service requirements are being met to its satisfaction and the hours to be worked are mutually agreed upon by the City and the employee(s) involved.

Engineering Employees

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

Shift Work

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

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

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

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

Shift Premiums

7.07 Work performed on afternoon shifts shall be paid a forty-five cents (\$0.45) per hour premium differential, and for night shift, a differential of fifty cents (\$0.50) per hour shall be paid. Effective July 7, 2005 (date of Union ratification), these premiums shall be increased to fifty-five cents (\$0.55) and sixty-five cents (\$0.65), respectively. In the cases where overtime is worked on afternoon shift or night shift, the premium differential shall be calculated as follows:

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

7.08 A premium of one dollar and twenty-five cents (\$1.25) shall be paid for all work performed by employees on his/her regularly assigned shifts between the commencement of the first shift on Saturday and the termination of the last shift commencing on Sunday. The premium shall not be paid for hours worked at

overtime, Paid Holidays or standby rates. Effective March 1, 2006, the premium shall be increased to one dollar and forty cents (\$1.40).

Section 2 - Overtime

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

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

7.10 (a) With the exception of subsection **(c)** below, when time and one-half (1.5X) overtime is worked, it shall be offered to members of the particular crew on the following basis:

- (i)** first, to regular employees on that crew with the required ability wishing to work such overtime, then
- (ii)** to seasonal employees on that crew with the required ability wishing to work such overtime, and then
- (iii)** to casual employees on that crew with the required ability wishing to work such overtime.

In the case of double time (2X) overtime that is an extension of time and one-half (1.5X) overtime, the employees already performing the work shall normally continue to do so. When double time (2X) overtime that is not an extension of time and one-half (1.5X) overtime cannot be avoided, the procedure set out in subsections **(i)** and **(ii)** above shall also be followed.

A request by an employee not to work overtime shall not be unreasonably denied by the City. The City's Operations Supervisor and the Manager, Leisure Services shall maintain an overtime record for his/her various crews, on a crew by crew basis, including overtime worked, overtime offered but refused, and overtime offers not made because an employee could not be contacted. These records shall be made available to the Union on its request, provided reasonable notice is provided. The subsection **(a)** is not intended to take precedence over the provisions of Articles **00.02(d)(x)** or **7.10(c)**.

(b) Employees shall have the option of taking time off in lieu of pay for all overtime hours worked, at the equivalent ratio of hours earned, subject to option being made by the employee at the time the overtime is incurred and provided that

such time off is taken before the end of the calendar year following the year in which the overtime was worked. The maximum amount of time that any employee may have in his/her overtime accrual at any one time is as follows: outside employees – eighty (80) hours; inside employees – seventy (75) hours. Such time off may only be taken at times that are mutually agreeable to the City and the employee(s) involved. When an employee is unable to take banked time off within the permitted time period, such banked time may be paid out, at the City's option.

- (c) Laid off regular employees on the recall list shall be offered work that would otherwise be performed at overtime rates by a non-laid off employee on the basis of the following:
- (i) The City shall not be required to offer work to a laid off regular employee under this subsection (c) if it would result in overtime or increased wage costs that would not otherwise be incurred, or there would be delay in work or loss in production as a result of so doing, but the City may do so at its discretion when it believes it would be more cost effective to do so.
 - (ii) The City is not required to offer work to laid off regular employees under this subsection (c) when the work in question is continuous with a straight-time shift (i.e. occurring immediately before a straight-time shift and continuing into such straight-time shift or occurring during a straight-time shift and continuing after such shift), but the City may do so at its discretion when it believes it would be more cost effective to do so.
 - (iii) Laid off regular employees seeking to work under this section must have the ability to perform the job(s) in question.
 - (iv) Laid off regular employees seeking to work under this section must make their desire known to the applicable Manager or Department Head well in advance and shall provide the applicable Manager or Department Head with a telephone number where they can be reached without delay.
 - (v) Laid off regular employees seeking to work under this section must make themselves readily available at the phone number so provided. The City is deemed to have met its obligation under this section by attempting to reach the laid-off employee at the phone number so provided.
 - (vi) Laid off regular employees who perform work under this section are not considered recalled under Article 6.11 and Articles 6.01 and 6.12 do not apply to such employment.
 - (vii) Work performed under this section shall be paid at the applicable straight time rate unless the employee in question performs sufficient work in a work day or work week to otherwise qualify for overtime under Article 7.09. No minimum guarantee of hours shall apply to such work under this Agreement.

Call Back

- 7.11 (a)** If an employee is called out to work at a time other than the beginning of his/her regular shift, he/she shall receive a minimum of four (4) hours pay at the employee's base rate, or one and one-half times (1.5X), whichever is the greater.
- (b)** For purposes of the four (4) hour guarantee under this article, a call-out is deemed to have occurred when an employee is contacted to return to work after leaving the work place following completion of his/her regular shift, provided that such call-out does not continue into the employee's next regularly scheduled shift. When an employee commences work prior to his/her regularly scheduled shift and such work is continuous with his/her next regular shift, overtime rates shall apply to such work.
- 7.12** In the event an employee is recalled during his/her vacation, payment shall be at the rate of two times (2X) the applicable base rate for all such work performed. Employees thus affected shall also be granted equivalent days off as holidays.

Call-In

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

Stand-By/On-Call

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

ARTICLE VIII - WAGES

Section 1 - Outside Workers

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

PRODUCTION AND MAINTENANCE JOBS

8.02 The Co-operative Wage Study, P. & M. (CWS) Manual for Job Description, Classification and Wage Administration, dated January 2, 1979, (herein referred to as "the Manual") is incorporated into this Agreement as Appendix "A" and its provisions shall apply as is set forth in full therein.

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

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

STANDARD HOURLY WAGE SCALE

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

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

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

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

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

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

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

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

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

- (b) The established hourly base rate and minimum guaranteed rate of pay under any incentive applied to the job in accordance with the provisions of this article.
- 8.07** Except as otherwise provided by this Agreement, the established rate of pay for each job, other than a trade or apprentice job, shall apply to any employee during such time as the employee is required to perform such job.
- 8.08** (a) Except as otherwise provided by this Agreement, the established rate of pay for a trade or apprentice job shall apply to any employee during the time such employee is assigned to the respective rate classification in accordance with the provisions of this Agreement.

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

OUT OF LINE DIFFERENTIALS

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

 - (a) Name of incumbent to whom such "out-of-line differential" is to be paid.
 - (b) Job title of job on which such "out-of-line differential" is to be paid.
 - (c) Job classification of such job.
 - (d) Standard hourly rate of such job.
 - (e) Amount of "out-of-line differentials".
 - (f) Date such "out-of-line differentials" become effective.
- 8.10** Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Article **8.09** shall continue to be paid such out-of-line differential during such time as the employee continues to occupy the job for which the differential was established.
- 8.11** If an employee with an out-of-line differential is transferred or assigned to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.

- 8.12** If, as a result of lay-off and the exercise of seniority rights, an employee with an out-of-line differential is moved to a job having a lower standard hourly rate, then the out-of-line differential shall be cancelled.
- 8.13** If such employee referred to in Articles **8.11** and **8.12** shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated, except as it may have been reduced or eliminated by other means.
- 8.14** When an employee would, in accordance with the terms of this Agreement, be entitled to receive his/her regular rate, he/she shall also receive any out-of-line differential to which he/she is entitled.
- 8.15** In addition to the means herein provided, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.
- 8.16** Except for the application of the out-of-line differential as called for herein, the terms of this Agreement governing transfers shall apply.

TEMPORARY TRANSFERS

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

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

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

TRAINEE RATES

- 8.19** Trainee jobs requiring 'Trainee' rates, due to lack of adequate training opportunity provided by the promotional sequence of related jobs, shall be negotiated and made a part of this Agreement.
- 8.20** A schedule of Trainees for the respective Trainee periods of five hundred and twenty (520) hours of actual experience with the City on jobs for which training opportunity is not provided by the promotional sequence of related jobs, shall be established at the

level of the Standard Hourly Wage Scale rates for the respective job classes. This determination shall be on the basis of the required employment training and experience time specified in Factor 2 of the job classification record of the respective job as follows:

- (a)** Code C: Seven (7) to twelve (12) months:
 - (i)** One trainee period classification at level two (2) job classes below the job class of the job.
- (b)** Code D: Thirteen (13) to eighteen (18) months:
 - (i)** A first trainee period classification at a level four (4) job classes below the job class of the job; and
 - (ii)** A second trainee period classification at level two (2) job classes below the job class of the job.
- (c)** Code E and higher: Nineteen (19) months and above:
 - (i)** A first trainee period classification at level six (6) job classes below the job class of the job;
 - (ii)** A second trainee period classification at level four (4) job classes below the job class of the job; and
 - (iii)** A third trainee period classification at a level two (2) job classes below the job class of the job.

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

8.22 The City shall furnish the Union on the form set forth as EXHIBIT "E" of the Comparative Wage Study Manual, a list of jobs agreed to by the City and the Union as appropriate for the application of trainee rates. Such list may be added to or deleted from by mutual agreement of the City and the Union. The schedule of trainee rates set forth in Article **8.20** shall apply only to jobs on this list.

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

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

8.25 The established trainee rate of pay for each trainee period classification shall apply in accordance with the trainee periods as defined in Article **8.20**. However, an employee whose current rate of pay is higher than the minimum rate of a trainee job to which he/she acceded shall maintain his/her current rate, but not higher than the

standard hourly rate of the job being learned until such time as the rate for the applicable trainee period classification is equal to or exceeds his/her present rate.

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

Section 2 - Inside Workers

- 8.27** Rates for inside workers to be as attached (Schedule "B").
- 8.28** The "Manual for Job Description, Classification and Wage Administration of Clerical and Technical Jobs", dated January 1, 1975 (hereinafter referred to as the "Clerical Manual"), is incorporated into this Agreement as APPENDIX "B", and its provisions shall apply as is set forth in full herein.
- 8.29** (a) Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this Agreement.
- (b) Job classes and job titles shall be as set forth in Schedule "B2" attached hereto and forming part of this Agreement.

STANDARD SALARY SCALE

- 8.30** The Standard Salary Scale set forth in Schedule "B" and increases thereto, shall become effective on the dates specified in Schedule "B".
- 8.31** The Standard Salary Scale rate for each job class is the standard rate for all jobs classified within such job class.
- 8.32** In addition to the standard rates, a schedule of training and development progressional rates is established containing the following:
- (a) An intermediate rate at a level one (1) job class increment below the standard rate.
- (b) A starting rate at a level two (2) job class increments below the standard rate.
- (c) A training rate at a level three (3) job class increments below the standard rate.
- 8.33** The Schedule of Progressional Rates defined in Article **8.32** applies to each job in the respective job classes for periods of time as follows:
- (a) Job Class 1: One period of three (3) months at an intermediate rate.
- (b) Job Class 2: Two (2) periods of three (3) months:

- (i) the first at a starting rate; and
 - (ii) the second at an intermediate rate.
- (c) Job Classes 3 - 7 inclusive: Two (2) periods of six (6) months:
 - (i) the first at a starting rate; and
 - (ii) the second at an intermediate rate.
- (d) Job Class 8 and higher: Three (3) periods of six (6) months:
 - (i) the first at a training rate;
 - (ii) the second at a starting rate; and
 - (iii) the third at an intermediate rate.

OUT-OF-LINE DIFFERENTIALS

- 8.34** The City shall furnish to the Union, a list of all incumbents who are to be paid out-of-line differentials in accordance with the terms of this Agreement, and such list shall contain the following:
- (a) Name of employee to whom such out-of-line differential is being paid.
 - (b) Job title of job on which such out-of-line differential is being paid.
 - (c) Job classification of such job.
 - (d) Standard rate of such job.
 - (e) Applicable rate level at which such out-of-line differential applies.
 - (f) Amount of out-of-line differential.
 - (g) Date of such out-of-line differential became effective.
- 8.35** Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Article **8.34** shall continue to be paid such out-of-line differential during such time as the employee is assigned to the applicable training, starting, intermediate or standard rate level of the job for which the out-of-line differential was established.
- 8.36** If an employee with an out-of-line differential is promoted to a job of higher job class, a new out-of-line differential shall be established if the employee is assigned to an applicable rate level which is less than the employee's current rate.
- 8.37** If an employee with an out-of-line differential is demoted to a job of lower job class, then the out-of-line differential shall be terminated.

- 8.38** If an employee with out-of-line differential is transferred, at the request of management, to another job in the same job class, there shall be no change in such employee's out-of-line differential except as provided in Article **8.41**.
- 8.39** If such employee referred to in Articles **8.36** and **8.37** is returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by the provisions of Articles **8.40** and **8.41**.
- 8.40** The progression from a training, starting or intermediate rate to a higher rate classification on a given job shall operate to reduce the out-of-line differential by the amount of the progressional increase or to eliminate the out-of-line differential if such is less than the amount of the progressional increase.
- 8.41** In addition to the other means provided in this Agreement, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.

TEMPORARY TRANSFER

- 8.42 (a)** In case of a temporary transfer to a higher class job, the employee shall be paid at the rate of the employee they are replacing, or the next higher rate. At the end of the temporary assignment such employee shall revert to the applicable rate on his/her regular job. Hours worked on a temporary assignment shall be credited towards progression on such employee's regular job.
- (b)** If an employee is required to work on jobs of different classifications during the course of the day, he/she shall be paid at the higher rated classification for a minimum of four (4) hours of work performed in that day. This article is of no effect unless the employee works a minimum of one (1) hour at the higher rated classification during that day.

Section 3 - Schedule of Progressional Rates

- 8.43** The Schedule of Progressional rates set forth in Schedule "B1" and any increases thereto shall become effective on the dates specified in Schedule "B1".
- 8.44** The established training, starting, intermediate or standard rate shall apply to each employee during such time as the employee is assigned to the respective rate classification in accordance with the provisions of this Agreement.
- 8.45** Each employee on a job shall be assigned to the applicable training, starting, intermediate or standard rate for the job on the basis of work on the job with the progressions from one applicable rate to the next higher applicable rate to be at intervals of work as specified in Article **8.32** provided, however, that paid absences from work other than paid absences in cases of non-occupational disability due to sickness or accident shall be considered as time worked.

- 8.46** An employee promoted from one job to another job in a higher job class shall be assigned to that training, starting, intermediate or standard rate of the job to which promoted which is next higher than the rate from which promoted and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which promoted shall apply.
- 8.47** An employee transferred from one job to another job of equal job class shall be assigned to the training, starting, intermediate or standard rate of the job to which transferred that is in the same job class as the rate from which transferred; and
- (a) If training for the job to which transferred was provided by work on the job from which transferred, the respective arrangement regarding progression to the next applicable higher rate or rates, if any, of the job to which transferred shall apply with the employee receiving credit for hours of work on the job at the job class rate from which transferred; or
- (b) If training for the job to which transferred was not provided by the job from which transferred, the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which transferred shall apply.
- 8.48** An employee demoted from one job to another job in a lower job class shall be assigned the standard rate of the job to which demoted, if such standard rate is equal to or less than the rate from which demoted and otherwise to the intermediate, starting or training rate which is equal to or next lower than the rate from which demoted, and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, of the job to which demoted shall apply, provided, however, that an employee returned to a job from which demoted shall be reassigned to the rate classification and time progression status that was in effect for such employee at the time of demotion, except that such assignment shall be to an applicable rate of the job not lower than the rate attained during the demotion and thereafter the respective arrangement regarding progression to the next higher applicable rate or rates, if any, shall apply.
- 8.49** On jobs requiring progressional periods in excess of six (6) months of work on the job, the minimum rate shall not necessarily be the hiring rate and due regard shall be given in such cases to the employee's demonstrated ability on the job in making final assignment to an applicable training, starting or intermediate rate classification.
- 8.50** A rate adjustment resulting from the completion by an employee of any applicable progressional period shall be made effective by the City as of the beginning of the pay period closest to the date upon which such employee completed such period. As of the date such rate adjustment is made, the employee, if below the standard rate classification, shall be considered to have begun to accumulate the necessary time towards completion of the next higher progressional period, if any.
- 8.51** Effective on the date specified in Schedule "B", all employees shall have his/her rates of pay adjusted as follows:

- (a) If the employee is not receiving an "out-of-line differential" prior to the date specified in Schedule "B", the rate of pay of such employee shall be adjusted to conform to the applicable training, starting, intermediate or standard rate for the employee's job, as provided in Schedule "B1".
- (b) If the employee is receiving an "out-of-line differential" prior to the date specified in Schedule "B", the rate of pay of such employee shall be increased by the amount by which the standard rate for Job Class 0 has been increased as provided in Schedule "B" and the following shall govern:
 - (i) If the employee's new rate resulting from such increase is greater than the applicable training, starting, intermediate or standard rate for the job, as provided in Schedule "B1", the amount by which such employee's new rate is greater than the rate provided in Schedule "B1" shall become such employee's new out-of-line differential and shall apply in accordance with the provisions of this Agreement.
 - (ii) If the employee's new rate resulting from such increase is equal to or less than the applicable training, starting, intermediate or standard rate for the job, as provided in Schedule "B1", the rate of pay of such employee shall be adjusted to conform to the applicable training, starting, intermediate or standard rate for the job, as provided in Schedule "B1", and the former out-of-line differential shall be terminated.

Section 4 - Wages - General

- 8.52** Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, job classifications, or applicable hourly rates, shall be corrected to conform to the provisions of this Agreement.
- 8.53** Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage inequity exists.

ARTICLE IX - PAID HOLIDAYS

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

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

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

- (a) For the purpose of this Agreement, a paid holiday is defined as being from the start of any shift and continuing for a period of twenty-four (24) hours.
- (b) When an employee works less than eight (8) hours on a paid holiday, he/she shall be paid for hours so worked at the rate of two and one-half times (2.5X) the base rate, as provided in Schedule "A" and Schedule "B", and the remainder of the eight (8) hours shall be at straight time. If an employee works more than eight (8) hours he/she shall be paid at the rate of two and one-half times (2.5X) for all work so performed.
- (c) To qualify for paid holiday pay, an employee must have worked his/her last scheduled shift before the holiday and his/her first scheduled shift after the holiday, but an employee may notify one (1) week prior if absent for the day before or day after and still qualify.

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

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

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

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

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

- (b) An employee who is not required to work on the "paid holiday" shall be paid seven and one half (7.5) hours for inside workers or eight (8) hours for outside workers. For the purpose of this article, engineering employees and the Bylaw Enforcement Officer will be deemed to be inside workers. This provision shall not apply to those employees referred to in Article **9.03** of this Agreement.
- (c) An employee who is required to work on the "paid holiday", shall be paid two and one-half times (2.5X) the base rate for all hours worked. In the case of a call out on a paid holiday, the employee shall be paid the call out rate or two and one-half times (2.5X) the base rate of the employee, whichever is greater for all hours worked.

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

9.03 Effective January 1, 2003, regular part-time and probationary employees who have completed at least thirty (30) calendar days service, shall receive the above listed paid holidays (except floating holidays that require one hundred and twenty (120) calendar days continuous service) on a pro rata basis as follows:

- (a) for employees who have worked at least fifteen (15) calendar days in the last thirty (30) calendar days, by dividing the employee's total wages, excluding overtime, for the thirty (30) calendar day period immediately preceding the day the holiday is celebrated by the number of days worked in that period.
- (b) for employees who have worked less than fifteen (15) calendar days in the last thirty (30) calendar days, by dividing the employee's total wages, excluding overtime, for the thirty (30) calendar day period immediately preceding the day the holiday is celebrated by fifteen (15).

ARTICLE X - ANNUAL VACATION

Section 1 - Vacation Entitlement

10.01 Regular employees shall be entitled to annual vacation as follows:

Continuous Service	Annual Vacation
In the 1 st service year	10 working days
In the 2 nd service year	15 working days
In the 8 th service year	20 working days
In the 10 th service year	21 working days
Continuous Service	Annual Vacation
In the 12 th service year	22 working days
In the 14 th service year	23 working days
In the 16 th service year	24 working days
In the 18 th service year	25 working days
In the 20 th service year	26 working days
In the 22 nd service year	27 working days
In the 24 th service year	28 working days
In the 26 th service year	29 working days
In the 28 th service year	30 working days
In the 30 th service year	31 working days
In the 32 nd service year	32 working days

In the 34 th service year	33 working days
In the 36 th service year	34 working days

- 10.02** Regular full-time employees shall earn the above vacation entitlements on the basis of their years of service (i.e. anniversary date to anniversary date). This is defined as a “service year” for purposes of this article.
- 10.03** Regular employees shall take their earned vacation entitlements on a calendar year basis (i.e. January to December). This is defined as a “calendar year” for purposes of this article. Employees are eligible to take vacations earned in one service year (or payroll year in the case of regular part-time employees) on January 1st of the immediately following calendar year. (For example, a regular full-time employee, hired on July 1, 2001, shall be eligible for 10 working days vacation on January 1, 2002 and 15 working days on January 1, 2003.)
- 10.04** Vacation pay of one (1) day or less shall be at the highest rate the employee earned during the last workday immediately preceding the date the vacation commenced. Vacation pay of more than one (1) day shall be at the rate of which the employee in question worked the greatest number of hours in the full calendar week immediately preceding the date the vacation commenced.
- 10.05** A working day’s vacation for a regular part-time employee shall be a prorated day based upon the percentage of full-time hours for which the employee was paid in the previous payroll year, as recognized for Revenue Canada purposes (including unpaid Union leave and unpaid time lost because of sickness or accident for up to one (1) year). A working day’s vacation for full-time outside employees shall be eight (8) hours; a working day’s vacation for full-time inside employees shall be seven and one-half (7.5) hours.
- 10.06** Vacation may be utilized in minimum blocks of one-quarter (0.25) hour, provided such vacation is approved in advance by the applicable Department Head or Manager
- 10.07** Regular employees shall be advanced their vacation in each calendar year provided that, if an employee’s employment terminates for any reason after the advanced vacation is taken but before such vacation has been earned, the amount of such unearned advance shall be repaid by the employee and, without limiting generality, the City shall have authority to collect such overpayment by payroll deduction.
- 10.08** For each period of thirty (30) consecutive days a regular full-time employee is absent from work in a service year, the vacation pay (not vacation time off) that he/she earns in that year and is entitled to in the immediately following calendar year shall be reduced by one-twelfth (1/12). Only time spent on vacation for which the employee is paid or time lost because of sickness or accident shall be considered as time worked. An employee absent in excess of one (1) year due to sickness or accident will not be eligible to earn further vacations unless he/she returns to active employment.

- 10.09** Regular employees whose employment terminates for any reason shall be paid out for any vacation that has been earned but has not been taken at the time of the termination. In cases of lay-off, regular employees may defer receiving a payout of their unused vacation until some other date during their recall period.
- 10.10** Employees shall submit their vacation requests to the applicable Department Head or Manager by January 30th of each year. These requests shall be approved and/or amended by the City Administrator or the applicable managers, as they may see fit. The approved/amended vacation schedule shall be posted and forwarded to the Union by February 28th. When two (2) or more employees are seeking to be off on vacation during the same period and the City limits the numbers who take vacation during that period, seniority shall be the determining factor. If the City cancels an employee's approved vacation thirty (30) calendar days or less before the date the vacation is to start, the employee shall be paid at the rate of two times (2X) the applicable base rate for all vacation days so cancelled that are worked, and the employee shall be granted equivalent vacation days off at another mutually agreed time.

Section 2 - Special Vacation

- 10.11 (a)** Employees with greater than five (5) service years shall be entitled to a Special Vacation Program consisting of fifteen (15) working days in addition to his/her regular vacation entitlement. During each subsequent five (5) service year qualifying period, those employees shall be entitled to a further fifteen (15) working days of Special Vacation.
- (b)** Special Vacation shall be taken at times that are suitable to both the City and the employee and must be taken within the subsequent five (5) year qualifying period. The allocation of regular vacations shall have priority over the allocation of special vacations.
- (c)** Regularly scheduled part-time employees shall be entitled to special vacation pay on a pro-rata basis to full-time.

Section 3 – Banked Vacation

- 10.12** Employees may bank unused vacation entitlements in accordance with the following subsections:
- (a)** The total amount of unused vacation that any employee may have in his/her bank at any one time shall be a maximum of ten (10) working days.
- (b)** Payment for banked vacation shall be at the rate in effect when such payment is made.

- (c) Banked vacations must be taken as time off before the end of the calendar year following the year in which the vacation was banked. Banked vacations may only be taken at times that are mutually agreeable to the City and the employee(s) involved. When an employee is unable to take banked time off within the permitted time period, such banked vacation shall be paid out.

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

ARTICLE XI - SICK LEAVE

11.01 Employees shall be entitled to sick leave, without loss of pay, amounting to one (1) day per month and accumulative to not more than one hundred and forty (140) working days. Benefit will be payable to employees for disability due to sickness. A qualified medical practitioner or qualified chiropractor's certificate may be required for employees who are absent more than five (5) days. Alternatively, the City may require employees, who are requesting any sick leave, to sign an affidavit stating that they were actually sick and unable to attend work as a result.

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

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

11.04 Family Emergency Leave

In the case of care, illness or hospitalization of a member of an employee's immediate family, as defined in Article **12.06**, when no one other than the employee can care for such person, the employee shall be entitled to utilize his/her yearly sick leave entitlement for this purpose, to a maximum total of two (2) days in any year. Employees may be permitted to utilize up to three (3) additional sick leave days under this section in any year, at the discretion of the City Administrator, or designate, based upon the special circumstances of the particular case, which requests shall not be unreasonably denied. Effective January 1, 2006, the additional discretionary days available under this section (11.04) shall be increased from three (3) to five (5).

11.05 Payout of Sick Leave

The City will pay upon retirement or termination between minimum age of fifty-five (55) and maximum age of sixty-five (65) and upon death of any age, twenty-five percent (25%) of unused sick leave accumulation, plus after five (5) years service an additional two percent (2%) per year based on a maximum of one hundred and forty (140) days accumulated sick leave. Payment will be made at the employee's current

base rate of pay. Employees not covered by the *Municipal Pension Plan* qualify for the benefits under this article.

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

ARTICLE XII - LEAVE OF ABSENCE

Section 1 - General

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

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

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

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

Section 2 - Union Leave

12.04 (a) Time spent by employees delegated by the Union for the purpose of investigating and settling disputes and in attending Joint Consultation Committee meetings or in performing other Union business related to the administration of this Agreement shall be considered as time worked and payment shall be on the basis of straight time. Under no condition will punitive rates be paid. The time to be paid under this article shall be limited to a total of thirty-two (32) hours per month. Effective January 1, 2003, time spent under this article shall be limited to a grand total of ninety-six (96) hours per quarter (i.e. every three months).

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

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

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

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

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

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

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

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

Section 3 - Bereavement Leave

12.06 Effective July 7, 2005 (date of Union ratification), employees shall be entitled to bereavement leave without loss of pay amounting to three (3) working days for death in the immediate family, plus two (2) additional days when the employee is required to travel outside the Kootenay region. Employees may be permitted to take up to two (2) additional days bereavement leave under this section, at the discretion of the City Administrator, or designate, based upon the special circumstances of the particular case, which requests shall not be unreasonably denied.

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

Section 4 - Jury Leave

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

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

ARTICLE XIII - MATERNITY LEAVE

13.01 Pregnancy leave

- (a)** An employee, on her written request for pregnancy leave, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period if the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests.
- (b)** A request under subsection **(a)** must:
 - (i)** be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence pregnancy leave, and
 - (ii)** if required by the City, be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.
- (c)** Regardless of the date of commencement of the leave of absence taken under subsection **(a)**, the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
- (d)** A request for a shorter period under subsection **(c)** must be given in writing to the City at least one (1) week before the date that the employee indicates she intends to return to work and the employee must, if required by the City, furnish a certificate of a medical practitioner stating that the employee is able to resume work.
- (e)** Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection **(b)**, the City 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 six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.

- (f) Where an employee who has been granted leave of absence under this Article **13.01** 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 City shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.

13.02 Parental Leave

- (a) An employee, on his/her written request for parental leave, is entitled to a leave of absence from work, without pay, for the period specified in subsection (c).
- (b) A request under subsection (a) must:
- (i) be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave, and
 - (ii) be accompanied by:
 - if required by the City, a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child, if a certificate has not been provided under Article **13.01(b) (ii)**, or
 - a letter from an agency that placed the child providing evidence of the adoption of the child.
- (c) The birth mother is entitled to parental leave for a period of thirty-five (35) consecutive weeks (thirty-seven (37) weeks for the birth father or adopting parents) or a shorter period the employee requests, commencing:
- (i) in the case of a birth mother, immediately following the end of the pregnancy leave unless the City and the employee agree otherwise,
 - (ii) in the case of a birth father, following the birth of the child and within the fifty-two (52) week period after the birth date of the child, and
 - (iii) in the case of an adopting parent, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.
- (d) If it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to a

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

13.03 Combined Pregnancy and Parental Leave

Notwithstanding Articles 13.01 and 13.02, an employee's combined entitlement to a leave of absence from work for pregnancy and parental leave shall not exceed a total of fifty-two (52) weeks.

13.04 The period of pregnancy and parental leave under this article shall be considered as service for seniority and vacation entitlement but not for vacation pay. The terms and conditions of the *Pension Municipal Act* shall apply regarding pensionable service.

13.05 Subject to the plans that are in place with the respective carriers, benefits will continue for employees on pregnancy leave under this article pursuant to the applicable terms of this Collective Agreement.

ARTICLE XIV - BENEFITS AND HEALTH CARE PLANS

14.01 Medical Plans

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

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

(b) Extended Health Benefits (EHB)

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

(ii) Effective as soon as operationally possible following October 3, 1996 (date of Union ratification), the Extended Health Benefits Plan shall be amended to implement Vision Care. Benefits under this plan shall be

limited to two hundred dollars (\$200) every two (2) years for each eligible employee and dependants.

- (iii) Coincidental with the implementation of the Vision Care Plan, the yearly deductible amount for Extended Health Benefits shall be increased from twenty-five dollars (\$25) per family per year to fifty dollars (\$50) per family per year.
- (c) The City shall pay one hundred percent (100%) of the premium costs for MSP and EHB coverage under this article.
- (d) All other aspects of MSP and EHB coverage under this article are subject to the plan provisions in affect with the applicable insurance carriers.
- (e) As part of the negotiated monetary package, the City will provide up to, but not exceeding, four thousand dollars (\$4,000) to pay increased ongoing annual premium costs as a result of improvements to the benefits provided under the Extended Health Benefits Plan – article 14.01(b), and/or the Dental Plan – article 14.05(c) and/or Long Term Disability – article 14.04(f) (including, if possible, payments by the LTD plan of the costs associated with making application), provided the terms of the carrier's plan permit such improvement(s) and the benefit approvals do not become effective prior to January 1, 2006. The parties shall meet under the auspices of LOU #22 to determine the benefit improvements to be implemented pursuant to this undertaking, as soon as operationally possible following July 7, 2005, (date of Union ratification).

14.02 Group Life Insurance

- (a) Regular full-time employees and regular part-time employees who are regularly scheduled to work thirty (30) or more hours per week, shall be entitled to Group Life Insurance coverage following completion of three (3) months continuous employment.
- (b) The City shall pay one hundred percent (100%) of the premium costs for such insurance.
- (c) Upon the death of an eligible employee, his/her named beneficiary or estate, when no beneficiary has been named, shall be paid life insurance in an amount equal to two times (2X) the employee's annual gross earnings, based upon his/her normal basic hourly rate, exclusive of overtime.
- (d) All other aspects of group life insurance coverage under this article are subject to the provisions in affect with the applicable insurance carrier.

14.03 Weekly Indemnity

- (a) Regular full-time employees and regular part-time employees who are regularly scheduled to work thirty (30) or more hours per week, shall contribute to the Weekly Indemnity Plan, as a condition of employment following completion of three (3) months continuous employment.
- (b) The premium costs for such coverage shall be paid one hundred percent (100%) by those employees covered by the Plan.
- (c) Eligible employees may apply for benefits under this Plan when they become disabled as a result of a bona fide sickness or accident, as defined in the Plan documents. Benefit levels on approved claims under this Plan shall be sixty-seven percent (67%) of the eligible employee's basic weekly earnings to a maximum of five hundred dollars (\$500) per week. Benefits shall commence on approved claims on the fifteenth (15th) day of the absence and shall continue for a period of fifteen (15) consecutive weeks.
- (d) All other aspects of weekly indemnity coverage under this article are subject to the provisions in affect with the applicable insurance carrier.
- (e) Employees with sick leave credits, as provided for in **Article XI**, in excess of fifteen (15) days, may elect to remain on sick leave until their credits have been exhausted or they may elect, before exhausting such sick leave credits, to receive weekly indemnity payments on approved claims and bank their excess sick leave credits for a future occasion.

14.04 Long Term Disability

- (a) Regular full-time employees and regular part-time employees who are regularly scheduled to work thirty (30) or more hours per week, shall be eligible for Long Term Disability coverage, as a condition of employment, following completion of three (3) months continuous employment.
- (b) The premium costs for such coverage shall be paid one hundred percent (100%) by the City.
- (c) Effective July 7, 2005, (date of Union ratification), eligible employees may apply for benefits under this plan when they become disabled as a result of a bona fide sickness or accident, pursuant to the definition of disability in the Plan documents. Benefit levels on approved claims under this Plan shall be sixty-seven percent (67%) of the eligible employee's basic monthly earnings, to a maximum of two thousand five hundred dollars (\$2,500) per month. Benefits shall commence on approved claims on the one hundred and twentieth (120th) day of absence and shall continue to age sixty-five (65).
- (d) All other aspects of long-term disability coverage under this article are subject to the provisions in affect with the applicable insurance carrier.

14.05 Dental Plan

- (a) Regular full-time employees and regular part-time employees, who are regularly scheduled to work one-half (0.5) time or greater shall contribute to the Dental Plan as a condition of employment, on the first (1st) day of the month following completion of two (2) months of continuous employment, if hired on or before the fifteenth (15th) day or any month; or on the first (1st) day of the month following completion of three (3) months of continuous employment, if hired after the fifteenth (15th) day of the month.
- (b) The premium costs for such coverage shall be paid one hundred percent (100%) by the City.
- (c) Benefits under this article shall include the following coverage on approved claims:

 - (i) Plan "A" - Basic Dental Services: eighty percent (80%) reimbursement of the approved fee schedule.
 - (ii) Plan "B" - Major Restorative Services and Prosthetics: fifty percent (50%) reimbursement of the approved fee schedule.
 - (iii) Plan "C" - Orthodontics: fifty percent (50%) reimbursement of the approved fee schedule; two thousand five hundred dollars (\$2500) lifetime maximum per person.
- (d) All other aspects of dental plan coverage under this article are subject to the provisions in affect with the applicable insurance carrier.

14.06 The City shall enter into agreements with insurers and other parties to provide the benefits set out in the above Articles **14.01** through and including **14.05**. All issues of eligibility and/or coverage shall be governed solely by the terms and conditions of these agreements. The City shall have no liability or be subject to any claim as a result of or arising from any refusal by the applicable insurer, whether in whole or in part, of a claim of an employee or employees for any of the benefits referred to in this article. There shall be no reduction of the benefits and/or benefit levels provided under sections 14.01(b) to and including 14.05 (EHB, Group Life, Weekly Indemnity, LTD and Dental Plan), as at the execution of this Agreement, without the mutual agreement of the parties. It is understood that this does not include changes in benefits and/or benefit levels dictated by the carrier(s).

14.07 Part time Employees

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

14.08 Superannuation

- (a) Employees qualifying under optional enrolment shall be covered by the terms of the Municipal Pension Plan (ID# 04MPP-05063) and applicable legislation and regulations.
- (b) The City will pay its share of an employee's Municipal Pension Plan payments while an employee is on Weekly Indemnity Benefit and Workers' Compensation for a maximum period of six (6) months, provided the employee elects to contribute also.

14.09 Workers' Compensation

Upon the request of the employee, the City agrees to pay the difference in wages and Workers' Compensation Board payments and the difference will be charged to an employee's accumulated sick leave credits. At such time as an employee has no further sick leave credits remaining, vacation or banked time may be utilized at the employee's option, for this purpose. This top-up shall continue until such time as the employee has no such credits available, at which time it will cease. The employee may also utilize this clause to maintain his/her pay while awaiting approval of a WCB claim, provided that when the employee's WCB claim is approved, the City shall receive his/her initial WCB payment directly from WCB and such credits shall be reinstated in proportion to that which is represented by the amount of this payment.

ARTICLE XV - APPRENTICES

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

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

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

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

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

ARTICLE XVI - SAFETY

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

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

16.02 Safety Committee

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

16.03 W.C.B. Ruling

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

ARTICLE XVII - GENERAL PROVISIONS

Section I - Trade and Assigned Maintenance Convention

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

- (a)** The description and classification shall be carried out in accordance with the Manual.
- (b)** The job classification of trade jobs, having been classified as in clause (a) above, shall be increased by two (2) job classes and the two (2) job classes shall be incorporated into the total classification of the job.

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

Section 2 - Incentives

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

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

Section 3 - Conditions of Employment

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

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

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

Section 4 - Meal Periods

17.06 Overtime meals: It is the intent that the employees will be provided with a meal by the City during overtime work at intervals of four (4) hours; that is four (4) hours elapsed time from the end of the prior meal period. A meal break that occurs during any overtime period shall be paid for at the prevailing rate, provided such break is not more than thirty (30) minutes duration. However, no meal shall be provided to an employee in instances where the employee works only two (2) hours or less beyond his/her normal day or shift. When it is impractical to have meals supplied, the employees will be paid a fourteen dollar (\$14.00) meal ticket for each meal to which they otherwise would have been entitled. The ticket redeemable at Kimberley restaurants only and no cash in lieu of meal ticket will be available. Effective July 7, 2005 (date of Union ratification), the value of this meal ticket shall be increased to sixteen dollars (\$16.00).

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

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

Section 5 - Tools, Clothing Allowances

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

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

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

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

17.12 Each employee shall be given a list of tools and equipment for which he/she is responsible. This list will be certified by the employee and the employee's immediate exempt supervisor. At the termination of the employee's service, such tools and equipment shall be returned or the value of such shall be deducted from his/her last pay.

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

(b) Effective, July 7, 2005, (date of Union ratification) the City will pay seventy percent (70%) of costs for repairs or replacement of prescription glasses where it is established that the glasses were damaged through no fault of the employee and the damage occurred as a result of his/her normal work and only if the glasses are not replaceable under the EHB vision care benefit. If the payment involves lenses, such payment will be considered only if the replacement lenses are WCB approved.

(c) Damaged Prescription Glasses:

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

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

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

17.16 Harassment

- (a)** Employees have a right to work in an environment free from sexual or personal harassment.
- (b)** Sexual harassment is defined as any comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but is not limited to:
 - (i)** sexual solicitation or advances; inappropriate touching or sexual comments; or
 - (ii)** any threat of reprisal which might reasonably be perceived as placing a condition on employment by a person in authority, after improper conduct has been rejected.
- (c)** Personal harassment is defined as flagrant verbal abuse, or physical abuse, of a non-sexual nature made on a single or repeated basis.
- (d)** The application of this article is not intended to fetter the City's right and ability to manage and/or discipline its employees.

ARTICLE XVIII - EDUCATIONAL LEAVE

Section 1 - Leave

- 18.01 (a)** When the City requires an employee to attend programs of training, the Employer will pay the full costs of such program and any necessary leave for such shall be granted without loss of pay.
- (b)** Where an employee chooses to take a particular program or training not specifically required by the Employer, the City's Education Policy shall apply.

- (c) The Employer undertakes to ensure that all employees be made aware of new or additional qualification requirements, where possible, and to apply the City Educational Policy in a fair and reasonable manner.
- (d) When the City requires qualified employees due to external certification prerequisites, regulations, and/or licensing, part (a) above shall apply to meet minimum requirements. This article shall only apply when the City cannot meet minimum outside requirements with Bargaining Unit Employees. Nothing in this article shall be interpreted to require the City to offer training to employees where such training exceeds ten (10) working days. Funding shall not be a requirement where the employee attends such training and fails to acquire the necessary certification.
- (e) If and when the City becomes aware of the external training opportunities that might be of interest to employees generally under Article **18.01(b)**, it shall endeavour to make employees aware of such opportunities.
- (f) The Union shall be notified of changes to the City's travel policy.

ARTICLE XIX - JOINT CONSULTATION AND ADJUSTMENT PLANS

19.01 Joint Consultation

A Joint Labour-Management Consultation Committee shall be established comprising two (2) employee representatives appointed by the Union and two (2) representatives appointed by the City. Minutes of Committee meetings shall be provided to the Union in a timely manner.

19.02 The Committee is established for the purpose of enabling the parties to discuss any matter of mutual interest during the term of this Agreement. The Committee shall meet four (4) times per year, once in each business quarter, provided there are matters to be discussed. The times for these quarterly meetings shall be established by the parties in advance, at the start of each year. The Committee may meet more often, at mutually agreeable times, should the need arise.

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

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

19.05 Technological Change

In the event the City introduces a technological change (i.e. a change in equipment or a change in technology) that:

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

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

19.06 Retraining

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

19.07 Severance

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

- (a) an employee who has completed one or more years of continuous service with the City shall receive two (2) weeks notice or pay in lieu of notice;
- (b) employees with three (3) or more years of continuous service with the City shall receive one (1) additional week of notice or pay in lieu thereof for each year of continuous service thereafter, to a maximum of eight (8) weeks.

19.08 It is agreed that the above provisions satisfy the requirements of this article respecting Adjustment Plans.

ARTICLE XX - B.C. LABOUR CODE

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

ARTICLE XXI - TERMS APPLYING TO SEASONAL AND CASUAL EMPLOYEES

21.01 Terms Applying To Seasonal Employees:

- (i) Seasonal employees shall be paid the basic rate for the work they are performing, in accordance with the rates established in this Agreement. They shall be required to pay Union dues, at the rate established by the Union.
- (ii) Seasonal employees shall be paid ten percent (10%) of their basic earnings on each pay period, in lieu of all statutory benefits and the following benefits and perquisites of this Agreement: vacation pay, paid holiday pay, sick leave, and various paid leaves and Long Term Disability. When a seasonal employee works on a statutory holiday, he/she shall be paid at straight-time rates for so doing.
- (iii) **Articles III** - Postings, Vacancies; **VI** - Seniority; **IX** - Paid Holidays; **X** - Annual Vacation; **XI**- Sick Leave; **XII** - Leave of Absence, except Bereavement Leave-section 12:06; **XIV** – Long Term Disability Benefits; **XV** - Apprentices; and **XVIII** - Educational leave shall not apply to seasonal employees.
- (iv) Seasonal employees shall be eligible for the benefits and health care plans under **Article XIV**, except Group Life, Weekly Indemnity and Long Term Disability, provided they meet the applicable service requirements in the same fashion as regular employees. Seasonal employees shall be eligible for Group Life insurance coverage in \$25,000 increments, to a maximum coverage of \$50,000, whichever is closest to the employee's annual earnings without going over, provided that the carrier's plan in regard to such coverage shall apply in all respects.
- (v) Seasonal employees shall be eligible for Weekly Indemnity coverage, which shall apply only when seasonal employees would otherwise be scheduled for work provided that the carrier's plan in regard to such coverage shall apply in all respects. Without limiting generality, Weekly Indemnity coverage for seasonal employees, including those who already are on an approved claim, shall cease when the employee is on layoff or would otherwise be laid off, and approved claims that cease when an employee would otherwise be laid off shall not be re-instituted when the employee subsequently becomes eligible for recall.
- (vi) Seasonal employees shall be eligible for bereavement leave under section 12.06 provided they are otherwise scheduled to work on the day(s) for which the bereavement leave is requested.
- (vii) The City may terminate the employment of any seasonal employee for reasonable cause, provided that Union activity shall not be a reason for discharge under this section.

21.02 Terms Applying to Casual Employees

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

- (ii) Casual employees shall be paid ten percent (10%) of their basic earnings on each pay cheque, in lieu of all statutory benefits and all of the benefits and perquisites of this Agreement (including but not limited to, vacation pay, paid holiday pay, sick leave, various paid leaves, and all benefits and health care plans). When a casual employee works on a paid holiday, he/she shall be paid at straight-time rates for so doing.
- (iii) Without limiting the generality of the foregoing, **Articles III** - Postings, Vacancies; **VI** - Seniority; **IX** - Paid Holidays; **X** - Annual Vacation; **XI**- Sick Leave; **XII** - Leave of Absence; **XIV** - Benefits & Health Care Plans; **XV** (except superannuation) - Apprentices; and **XVIII** - Educational Leave shall not apply to casual employees.
- (iv) The City may terminate the employment of any casual employee for reasonable cause, provided that Union activity shall not be a reason for discharge under this section.

ARTICLE XXII - TERMS APPLYING TO EMPLOYEES WORKING FOUR (4) DAYS FOLLOWED BY FOUR (4) DAYS OFF

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

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

- (a) There shall be no new or additional costs to the City as a result of employees working a 4X4 schedule.
- (b) **Normal Hours of Work**
 - (i) The regular workday shall be eleven and one-half (11.5) hours.
 - (ii) For purposes of calculating overtime, an employee's work week shall commence on the first rest day of the eight (8) day work cycle and end on the last workday of that cycle.
 - (iii) Day shift normally commences at either 6:30 a.m. or 7:00 a.m., as determined by the City. The City shall give day shift employees at least one (1) week's notice, when it changes their starting time from 6:30 a.m. to 7:00 a.m., or vice versa. When such notice cannot be given, the employee(s) in question shall

be paid at overtime rates for the first shift worked at the changed starting time.

- (iv) Afternoon shift normally commences at 11:30 a.m. Night shift normally commences at 11:00 p.m., if and when required.
- (v) Employees shall work a rotating work cycle consisting of four (4) consecutive work shifts, followed by four (4) consecutive rest days.
- (vi) Employees shall normally work a regular schedule consisting of four (4) consecutive day shifts, four (4) consecutive afternoon shifts or four (4) consecutive night shifts in each eight (8) day work cycle. When, for operational reasons, the City requires an employee to work a combination of different shifts in any work cycle (days, afternoon and/or nights), it shall give the affected employee(s) as much notice as operationally possible and it shall pay overtime rates on the first shift following each shift change in such cycle. The premium rate does not apply in cases where an employee is temporarily placed on another shift by mutual agreement.
- (vii) Subsections **b(v)** and **b(vi)** notwithstanding, employees may be required to work split shifts, when operational needs require. Recognizing the Union's desire to minimize the number of split shifts worked, the City shall notify the Union, should it materially increase its historical usage of split shifts.
- (viii) Employees shall be given a minimum of eight (8) hours off duty following completion of one regularly scheduled shift and commencing work on their next regularly scheduled shift. Should an employee be required to commence work on his/her next regular shift before expiry of the eight (8) hour rest period, that part of the next regular shift falling within the rest period shall be paid at overtime rates.

(c) Work Breaks

- (i) There shall be a one-half (0.5) hour meal break per shift.
- (ii) The meal period shall be included during the normal paid shift hours for those day shift employees who are required to remain on duty during such period, and for afternoon shift employees. It is understood, however, that regular full-time 4X4 employees working in the City's two (2) arenas currently receiving a paid meal break on day shift shall continue to receive same.

- (iii) The meal period shall be included during the normal paid shift hours for those day shift employees who are required to remain on duty during such period, and for afternoon shift employees. It is understood that all regular full-time 4X4 employees receiving a paid meal break on day shift as at October 3, 1996 shall continue to receive same, whether or not they are required to remain on duty during such breaks.
- (iv) There shall be two (2) paid fifteen (15) minute coffee breaks per shift; one in the first half of the shift, the other in the second half.

(d) Overtime

- (i) Overtime shall apply after an employee works in excess of eleven and one-half (11.5) hours in any workday, or in excess of forty-six (46) hours in any work week.
- (ii) Overtime rates shall be calculated as follows:
 - A. Daily: One and one-half times (1.5X) the applicable base rate for the first three (3) hours of overtime worked in any day and two times (2X) the applicable base rate for the balance of overtime worked on that day.
 - B. Weekly: one and one-half times (1.5X) the applicable base rate for the first eight (8) hours of overtime worked in any work week and two times (2X) the applicable base rate for the balance of overtime worked in that week.

(e) Paid Holidays

- (i) Paid holidays shall be recognized on the calendar day in which they fall.
- (ii) Employees not required to work on a paid holiday falling on a scheduled work day, shall receive eleven and one-half (11.5) hours pay at his/her regular basic rate for each such day.
- (iii) Employees who are not required to work on a paid holiday falling on a scheduled rest day, shall receive eight (8) hours pay at their regular base rate for each such day. The employees may elect to receive this payment as banked time off in accordance with Article 7.10(b), provided such election is made sufficiently in advance so it can be processed in the normal fashion by the payroll department.

- (iv) Employees required to work on a paid holiday, other than on a call-out, shall be paid two and one-half times (2.5X) the applicable base rate for all hours so worked.
- (v) Employees called out on a paid holiday shall be paid the call-out rate in accordance with Article 7.11 or two and one-half times (2.5X) the applicable base rate for all time so worked, whichever is the greater.
- (vi) Employees, who work on a paid holiday, may bank the premium portion of the pay they receive for so working. Such time to be taken at a mutually agreeable time pursuant to Article 7.10.
- (f) **Annual Vacation** - Employees shall accrue vacation credits on the basis of eight (8) hours for each "working day" of their vacation entitlement.
- (g) **Special Vacation** - Employees shall accrue special vacation credits on the basis of eight (8) hours for each "working day" of their special vacation entitlement.
- (h) **Sick Leave** - Eligible employees shall accrue and/or be paid out sick leave at the rate of eight (8) hours for each day of their sick leave entitlement.
- (i) **Bereavement Leave** - Employees eligible for Bereavement Leave under Article 12.06 shall be paid eleven and one-half (11.5) hours for each day so granted.
- (j) **Jury Duty** - Employees eligible for Jury Duty under Article 12.07 shall be paid eleven and one-half (11.5) hours for each day so granted.
- (k) **Weekly Indemnity and Long Term Disability** - Benefits shall be calculated on the assumption of one hundred and seventy three (173) hours per month, times (X) the applicable base rate.

ARTICLE XXIII - EFFECTIVE AND TERMINATING DATES

23.01 This Agreement shall remain in force and effect for a period, commencing March 1, 2005, and expiring on February 28, 2009. This Agreement shall not terminate at the expiration of its term unless two (2) months notice, in writing, has been given by one Party to the other. Either Party may, within the period of three (3) months and not less than two (2) months immediately preceding the date of expiry of this Agreement, by notice require the other Party to the Agreement to commence Collective Bargaining.

ARTICLE XXIV - LETTERS OF UNDERSTANDING

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

Previous Number	New Number	Name/Topic	Effective Date
14	1	Flexible Benefits	November 26, 1999
17	2	Agreement to Mutually Exchanged Shifts	November 26, 2001
18	3	Use of Casual Employees	June 26, 2002
19	4	Preference in Filling Next Entry Level Position	July 8, 2002
20	5	On the Job Training	July 8, 2002
22	6	Benefits Plan	July 8, 2002
23	7	Intent of Article 12.04(b) – Union Leave	July 8, 2002
24	8	Application of Article 00.02(c)(ii)	September 8, 2002
26	9	Student Employment	June 27, 2003
n/a	10	Job Evaluation	July 7, 2005
n/a	11	Lead Hands	July 7, 2005
n/a	12	Certification Costs	July 7, 2005
n/a	13	Call-In Overtime – Snow & Ice Control	July 7, 2005
n/a	14	Apprentices	July 7, 2005

IN WITNESS WHEREOF the Parties hereto have executed this Agreement this ____ day of _____, 2005.

**SIGNED ON BEHALF OF:
 UNITED STEELWORKERS OF
 AMERICA LOCAL 935**

**SIGNED ON BEHALF OF:
 CITY OF KIMBERLEY**

 Print Name:

 Authorized Signatory

 Print Name:

 Authorized Signatory

 Print Name:

Print Name:

Print Name:

/ne

SCHEDULE “A”

OUTSIDE WORKERS

STANDARD HOURLY WAGE SCALE

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

March 1, 2005 to February 28, 2009

Job Class	March 1, 2005	March 1, 2006	March 1, 2007	March 1, 2008
1	20.75	21.27	21.69	subject to SES
2	21.04	21.57	22.00	subject to SES
3	21.34	21.87	22.31	subject to SES
4	21.60	22.14	22.58	subject to SES
5	21.85	22.40	22.85	subject to SES
6	22.14	22.69	23.14	subject to SES
7	22.41	22.97	23.43	subject to SES
8	22.64	23.21	23.67	subject to SES
9	22.93	23.50	23.97	subject to SES
10	23.21	23.79	24.27	subject to SES
11	23.52	24.11	24.59	subject to SES
12	23.76	24.36	24.84	subject to SES
13	24.01	24.62	25.11	subject to SES
14	24.31	24.92	25.42	subject to SES
15	24.59	25.21	25.71	subject to SES
16	24.87	25.49	26.00	subject to SES
17	25.14	25.77	26.29	subject to SES
18	25.41	26.04	26.56	subject to SES
19	25.68	26.32	26.85	subject to SES
20	25.94	26.59	27.12	subject to SES
21	26.23	26.88	27.42	subject to SES
22	26.50	27.16	27.71	subject to SES
23	26.77	27.43	27.98	subject to SES
24	27.03	27.71	28.26	subject to SES
25	27.32	28.01	28.57	subject to SES

Cost of Living Allowance

C.O.L.A. of One Cent (\$0.01) for each .35 increase in the Consumer Price Index (All Canada 1971=100). This C.O.L.A. clause is deemed inactive during the term of this Agreement, such that no C.O.L.A. will be earned or paid

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

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

*Front End Loader to be removed and to have separate training schedule, activity letters and training time requirements per the previous agreement between the parties.

*Excavator Operator to be added after the parties have developed the applicable training schedule, activity letters and training time requirements in the Joint Consultation Committee

SCHEDULE “A2”

**OUTSIDE WORKERS
 LEARNER PERIOD CLASSIFICATION ANALYSIS**

NOVEMBER 26, 1999

JOB REQUIRING LEARNER RATE	MONTHS FACTOR 2	JOB CLASS	NO. OF LEARNER PERIODS	520 HOURS		
				1 ST PERIOD	2 ND PERIOD	3 RD PERIOD
Truck Snow Plow Operator	7-12	9	1	8		
Front End Loader Operator	7-12	10	1	8		
Street Sweeper Operator	7-12	10	1	8		
Grader Operator	13-18	12	2	8	10	
Loader Backhoe Operator	13-18	12	2	8	10	
Stores Clerk	19-24	14	3	8	10	12

Note:

- Front End Loader Operator to have a separate training schedule, activity letters and training time requirements per the previous agreement between the parties.
- Excavator Operator to be added after the parties have developed the applicable training schedule, activity letters and training time requirements in the Joint Consultation Committee.

SCHEDULE "A3"
OUTSIDE WORKERS

PERIOD CLASSIFICATION ANALYSIS

DATE: FEBRUARY 1, 1980

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

SCHEDULE OF APPRENTICESHIP TRAINING

4 YEAR APPRENTICESHIP - 6 MONTHS TRAINING PERIODS

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

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

City by: _____ Union by: _____

SCHEDULE “B”

INSIDE WORKERS

STANDARD HOURLY WAGE SCALE

In accordance with Clause 8.30 of this Agreement and the provisions of the Co-operative Wage Study, the Standard Hourly Wage Scale listed below becomes effective on the dates specified.

March 1, 2005 to February 28, 2009

Job Class	March 1, 2005	March 1, 2006	March 1, 2007	March 1, 2008
0	15.97	16.37	16.69	subject to SES
1	16.68	17.09	17.44	subject to SES
2	17.41	17.84	18.20	subject to SES
3	18.10	18.55	18.92	subject to SES
4	18.83	19.30	19.68	subject to SES
5	19.53	20.02	20.42	subject to SES
6	20.28	20.79	21.20	subject to SES
7	21.00	21.53	21.96	subject to SES
8	21.73	22.27	22.72	subject to SES
9	22.43	22.99	23.45	subject to SES
10	23.16	23.74	24.22	subject to SES
11	23.87	24.47	24.96	subject to SES
12	24.60	25.22	25.72	subject to SES
13	25.28	25.92	26.43	subject to SES
14	26.04	26.70	27.23	subject to SES
15	26.75	27.41	27.96	subject to SES

Cost of Living Allowance

C.O.L.A. of One Cent (\$0.01) for each .35 increase in the Consumer Price Index (All Canada 1971=100). This C.O.L.A. clause is deemed inactive during the term of this Agreement, such that no C.O.L.A. will be earned or paid

“SCHEDULE B1”

**INSIDE WORKERS
Schedule of Job Titles and Job Classes**

JOB CLASS	JOB TITLE
3	Clerk-Typist
4	Receptionist-Switchboard Operator Stenographer-Clerk - R.C.M.P.
7	Receptionist/Cashier/Clerk Steno-Receptionist - R.C.M.P.
8	Economic Development and Leisure Services Assistant Operations Services Assistant Senior Cashier/Clerk Police Services Assistant I
9	Accounts Payable/Financial Reporting Clerk Payroll Clerk Receivables Clerk Police Services Assistant II
10	Corporate Administration Assistant
11	Payroll Clerk/Benefits Administrator

“SCHEDULE B2”

**INSIDE WORKERS
 Standard Hourly Wage Scale**

Effective **March 1, 2005**, the Schedule of Progressional Rates shall be as follows:

JOB CLASS	TRAINING	STARTING	INTERMED.	STANDARD	NO. OF TRAINING PERIODS
0				15.97	Nil
1			15.97	16.68	One Three Month
2		15.97	16.68	17.41	Two Three Month
3		16.68	17.41	18.10	Two Six Month
4		17.41	18.10	18.83	Two Six Month
5		18.10	18.83	19.53	Two Six Month
6		18.83	19.53	20.28	Two Six Month
7		19.53	20.28	21.00	Two Six Month
8	19.53	20.28	21.00	21.73	Three Six Month
9	20.28	21.00	21.73	22.43	Three Six Month
10	21.00	21.73	22.43	23.16	Three Six Month
11	21.73	22.43	23.16	23.87	Three Six Month
12	22.43	23.16	23.87	24.60	Three Six Month
13	23.16	23.87	24.60	25.28	Three Six Month
14	23.87	24.60	25.28	26.04	Three Six Month
15	24.60	25.28	26.04	26.75	Three Six Month

“SCHEDULE B3”

**INSIDE WORKERS
 Standard Hourly Wage Scale**

Effective **March 1, 2006**, the Schedule of Progressional Rates shall be as follows:

JOB CLASS	TRAINING	STARTING	INTERMED.	STANDARD	NO. OF TRAINING PERIODS
0				16.37	Nil
1			16.37	17.09	One Three Month
2		16.37	17.09	17.84	Two Three Month
3		17.09	17.84	18.55	Two Six Month
4		17.84	18.55	19.30	Two Six Month
5		18.55	19.30	20.02	Two Six Month
6		19.30	20.02	20.79	Two Six Month
7		20.02	20.79	21.53	Two Six Month
8	20.02	20.79	21.53	22.27	Three Six Month
9	20.79	21.53	22.27	22.99	Three Six Month
10	21.53	22.27	22.99	23.74	Three Six Month
11	22.27	22.99	23.74	24.47	Three Six Month
12	22.99	23.74	24.47	25.22	Three Six Month
13	23.74	24.47	25.22	25.92	Three Six Month
14	24.47	25.22	25.92	26.70	Three Six Month
15	25.22	25.92	26.70	27.41	Three Six Month

“SCHEDULE B4”

**INSIDE WORKERS
 Standard Hourly Wage Scale**

Effective **March 1, 2007**, the Schedule of Progressional Rates shall be as follows:

JOB CLASS	TRAINING	STARTING	INTERMED.	STANDARD	NO. OF TRAINING PERIODS
0				16.69	Nil
1			16.69	17.44	One Three Month
2		16.69	17.44	18.20	Two Three Month
3		17.44	18.20	18.92	Two Six Month
4		18.20	18.92	19.68	Two Six Month
5		18.92	19.68	20.42	Two Six Month
6		19.68	20.42	21.20	Two Six Month
7		20.42	21.20	21.96	Two Six Month
8	20.42	21.20	21.96	22.72	Three Six Month
9	21.20	21.96	22.72	23.45	Three Six Month
10	21.96	22.72	23.45	24.22	Three Six Month
11	22.72	23.45	24.22	24.96	Three Six Month
12	23.45	24.22	24.96	25.72	Three Six Month
13	24.22	24.96	25.72	26.43	Three Six Month
14	24.96	25.72	26.43	27.23	Three Six Month
15	25.72	26.43	27.23	27.96	Three Six Month

**“SCHEDULE C”
of
COLLECTIVE AGREEMENT
between
CITY OF KIMBERLEY
and
UNITED STEELWORKERS OF AMERICA, LOCAL 935**

ATTACHMENT #1

The City agrees to have all present and future employees covered by this Agreement, as a condition of continued employment, sign and continue in effect the check-off form set forth herein authorizing the City to implement the provisions of Article **1.04**, hereof, and the Union agrees to indemnify the City and hold it harmless against any claims which may arise in complying with the provisions of the Article. Such authorization shall be substantially in the form set out below:

TO: CITY OF KIMBERLEY, BC

I, the undersigned:

Name Last Name _____ First

Address

hereby authorize you to deduct from my earnings in each calendar month, the sum of five (\$5.00) or such amount equal to the monthly Union dues as may be fixed by the International Union, and remit such deduction to the United Steelworkers of America.

Signed

Witness

Dated at Kimberley, BC, on _____, 19____.

“SCHEDULE D”
of
COLLECTIVE AGREEMENT
between
CITY OF KIMBERLEY
and
UNITED STEELWORKERS OF AMERICA, LOCAL 935

KIMBERLEY AQUATIC CENTRE

This Schedule establishes the terms and conditions of employment for employees at the Kimberley Aquatic Centre. The terms and conditions of the collective agreement apply to Aquatic Centre employees except as varies by this Schedule. Should a conflict arise between the terms of the collective agreement and this Schedule, the terms of this Schedule shall apply and shall be given precedence.

1. **POSITION CLASSIFICATION AND WAGE RATES:**

Head Lifeguard/Instructor* Job class 7

Lifeguard/Instructor

Increment 1: \$16.50
Increment 2: \$17.00
Increment 3: \$17.50
Increment 4: \$18.00

Lifeguard

Increment 1: \$14.50
Increment 2: \$15.00
Increment 3: \$15.50
Increment 4: \$16.00

Cashier/Office Worker

Increment 1: \$12.00
Increment 2: \$12.50
Increment 3: \$13.00
Increment 4: \$13.50

Aquatic Centre Attendant

Increment 1: \$10.00
Increment 2: \$10.50
Increment 3: \$11.00
Increment 4: \$11.50

*Replaces the position of Head Pool Guard

SCHEDULE D

Page 2

- a) The above rates shall be effective with the opening of the new Aquatic Centre and shall remain in effect until February 28, 2009. Thereafter they shall be renegotiated by the parties.
- b) The Lifeguard, Lifeguard/Instructor, Cashier/Office Worker and Aquatic Centre Attendant positions are not subject to the job evaluation process. The wage rates for these positions are established through the collective bargaining process.
- c) Employees in the Lifeguard, Lifeguard/Instructor, Cashier/Office Worker and Aquatic Centre Attendant positions earn successive yearly increments, as set out above – one (1) increment for each six (6) months of continuous employment completed.
- d) The rate of pay for new classifications (not listed above) that may be established by the City following execution of this agreement shall be negotiated by the parties, subject to arbitration should the parties fail to agree, provided that any rate so established must be equitably placed within the wage curve established above (it may not exceed the highest rate).
- e) The Employer shall provide job descriptions to the Union before opening the Aquatic Centre, and to the employees in the above positions, if any, when they are hired.

II HOURS OF WORK

- a) Article VII, Section 1, does not apply to Aquatic Centre employees (including the Head Lifeguard/Instructor). The Employer will develop and maintain schedules for all Aquatic Centre employees so as to best meet its operational requirements, provided that the normal straight time hours for Aquatic Centre employees shall not exceed eight (8) hours per day and forty (40) hours per week, exclusive of unpaid lunch breaks, unless overtime rates apply.
- b) Without limiting the generality of the above, articles 7.05, 7.07 and 7.08 do not apply to any Aquatic Centre employee.
- c) The Employer will post employee work schedules at least one calendar week in advance for the information of employees. If the Employer changes an employee's schedule without giving the employee at least twenty-four (24) hours notice of the change, the employee will be paid at the rate of time and one-half for the first shift worked on the new schedule.

SCHEDULE D

Page 3

III PAID HOLIDAYS

- a) Article IX does not apply to Aquatic Centre employees, except the Head Lifeguard/Instructor.
- b) Aquatic Centre employees, other than the Head Lifeguard/Instructor, earn the eleven (11) named holidays listed in article 9.01, no floaters, after they have completed thirty (30) calendar days service.
- c) When an Aquatic Centre employee, other than the Head Lifeguard/Instructor, works on a named holiday, the employee shall be paid at straight time for so working up to eight (8) hours and the applicable overtime rate thereafter. In addition, the employee shall receive a day off with pay at straight-time pay in lieu of the holiday, at another time mutually agreeable to the employee and his/her supervisor.
- d) When a named holiday falls on an Aquatic Centre employee's scheduled day off, the employee shall receive a day off with pay at straight-time in lieu of the holiday, at another time mutually agreeable to the employee and his/her supervisor.
- e) To qualify for paid holiday pay, Aquatic Centre employees must have worked their last scheduled shift before the holiday and their first scheduled shift after the holiday, but the employee may notify one (1) week prior if absent for the day before or day after and still qualify.

IV ANNUAL VACATION

- a) Articles 10.01 & 10.11 do not apply to Aquatic Centre employees, except the Head Lifeguard/Instructor.
- b) Regular Aquatic Centre employees, other than the Head Lifeguard/Instructor, earn annual vacation in accordance with the following schedule:

CONTINUOUS SERVICE	ANNUAL VACATION
During the 1 st year of service	Four percent (4%)
After completing one (1) year of continuous service	10 working days
After completing five (5) years of continuous service	15 working days
After completing ten (10) years of continuous service	20 working days

SCHEDULE D

Page 4

V UNIFORMS AND RE-CERTIFICATION

- a) The Employer shall provide uniforms (T shirt and shorts) to regular full-time and regular part-time Aquatic Centre employees.
- b) The Employer shall pay the registration fees assessed by the respective Societies required for re-certification of qualifications that are required by the Employer in an employee's job description. This section (b) applies to regular full-time and regular part-time Aquatic Centre employees only.

NO. 1

LETTER OF UNDERSTANDING

BETWEEN: CITY OF KIMBERLEY
OF THE FIRST PART

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

SUBJECT: FLEXIBLE BENEFITS

APPLICABLE TO: ALL REGULAR EMPLOYEES

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

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

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

**LETTER OF UNDERSTANDING - CITY OF KIMBERLEY AND USWA LOCAL 935
FLEXIBLE BENEFITS
PAGE 2 - APRIL ____, 2000**

Signed the 15th day of May, 2000 at Kimberley in the Province of British Columbia.

FOR THE UNION:

"Chris Mummery"

"Alex Morrison"

"Don Schacher"

"Derek Wolf"

FOR THE CITY:

"JC Ratcliffe"

"R.M. Cave"

/aw
00/03/10

NO. 2

LETTER OF UNDERSTANDING

BETWEEN: CITY OF KIMBERLEY
OF THE FIRST PART

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

SUBJECT: AGREEMENT TO MUTUALLY EXCHANGED SHIFTS

APPLICABLE TO: REGULAR FULL-TIME AND SEASONAL EMPLOYEE'S
WORKING A 4 X 4 SCHEDULE

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

1. This letter establishes terms and conditions with respect to the mutually agreed exchange of shifts. This letter shall remain in effect unless cancelled by either party upon thirty (30) days written notice to the other party.
2. The following shall apply:
 - b) This shift exchange will be initiated by an employee working the 4 x 4 shift.
 - c) The shift exchange will only be permitted within the same pay period.
 - d) There will be a written agreement between two employees, one requiring time off and the other employee to cover the vacant shift (attached to this letter as Schedule "A").
 - e) A written agreement with the names, dates, times and signatures of the effected employees will be submitted to their supervisor for approval.
 - f) The employee covering the vacant shift must hold all certificates and licenses required to complete the required duties of the absent employee.
 - g) There is to be no additional cost to the employer as a result of this letter.
 - h) It is to be solely the responsibility of the employees to initiate, achieve and fulfil this agreement.

**LETTER OF UNDERSTANDING 2 - CITY OF KIMBERLEY AND USWA LOCAL 935
AGREEMENT TO MUTUALLY EXCHANGED SHIFTS
PAGE 2**

- b) Requests for this mutually agreed shift exchange by employees shall not be unreasonably denied.

It is the intent of the City and the Union that this Letter of Understanding will take effect the date signed.

Signed the 26th day of November, 2001 at Kimberley in the Province of British Columbia.

FOR THE UNION:

"Chris Mummery"

"Barb Austin"

FOR THE CITY:

"Michael Dodd"
Authorized Signatory

"J.C. Ratcliffe"
Authorized Signatory

/aw
01/06/27

SCHEDULE "A" TO LETTER OF UNDERSTANDING NO. 2

CITY OF KIMBERLEY

**EMPLOYEES WORKING FOUR (4) DAYS FOLLOWED BY FOUR (4)
DAYS OFF**

AGREEMENT TO EXCHANGE SHIFTS

I, _____

agree that _____

will work my regular shift of _____

(day shift, afternoon shift, split shift – circle one) with no penalty of additional cost to the City of Kimberley.

Agreed to this _____ day of _____, _____.

Employee

Supervisor

Employee

Supervisor

/aw
01/06/27

NO. 3

LETTER OF UNDERSTANDING

BETWEEN: CITY OF KIMBERLEY
OF THE FIRST PART

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

SUBJECT: USE OF CASUAL EMPLOYEES

APPLICABLE TO: REGULAR FULL-TIME EMPLOYEES

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

1. This letter is appended to the March 1, 2002 to February 28, 2005 Collective Agreement and shall expire automatically with the expiration of that agreement unless it is renewed by the parties.
2. The following shall apply regarding the use of casual employees:
 - a) Operations Department

Other than when the City uses casual employees for purposes of snow removal and related activities, the maximum number of casual employees the City may have at work in the Works Department at any one time is three (3).

- b) Leisure Services Department

The maximum number of casual employees the City may have at work in the Leisure Services Department at any one time is two (2)

- c) City Hall

The parties shall discuss the use of casual employees in City Hall during the term of the Agreement, in recognition of the Union's concern about such usage.

**LETTER OF UNDERSTANDING 3 - CITY OF KIMBERLEY AND USWA LOCAL 935
USE OF CASUAL EMPLOYEES
PAGE 2**

It is the intent of the City and the Union that this Letter of Understanding will take effect June 26, 2002 (date of union ratification) or July 8, 2002 (date of city ratification).

Signed the 25th day of March, 2003 at Kimberley in the Province of British Columbia.

FOR THE UNION:

"Barb Austin"

"Alex Morrison"

"Chris Mummery"

"Jim Saare"

"Grant Farquhar"

/aw
02/07/22

FOR THE CITY:

"Michael Dodd"
Authorized Signatory

"J. C. Ratcliffe"
Authorized Signatory

NO. 4

LETTER OF UNDERSTANDING

BETWEEN: CITY OF KIMBERLEY
OF THE FIRST PART

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

SUBJECT: PREFERENCE IN FILLING NEXT ENTRY LEVEL POSITION

APPLICABLE TO: ALISON LAFORTUNE

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

1. This letter is appended to the March 1, 2002 to February 28, 2005 Collective Agreement and shall expire automatically with the expiration of that agreement unless it is renewed by the parties.
2. In recognition of her many years of valued service to the City, Ms. Alison Lafortune shall be given preference in filling the next regular entry level position that is posted externally, provided she has the ability to perform the job in question.

It is the intent of the City and the Union that this Letter of Understanding will take effect July 8, 2002.

Signed the 25th day of March, 2003 at Kimberley in the Province of British Columbia.

FOR THE UNION:

“Barb Austin”

“Grant Farquhar”

“Alex Morrison”

“Chris Mummery”

“Jim Saare”

/aw

02/07/22

FOR THE CITY:

“Michael Dodd”
Authorized Signatory

“J.C. Ratcliffe”
Authorized Signatory

NO. 5

LETTER OF UNDERSTANDING

BETWEEN: CITY OF KIMBERLEY
OF THE FIRST PART

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

SUBJECT: ON THE JOB TRAINING

APPLICABLE TO: ALL EMPLOYEES

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

1. This letter is appended to the March 1, 2002 to February 28, 2005 Collective Agreement and shall expire automatically with the expiration of that agreement unless it is renewed by the parties.
2. The parties agree to discuss matters related to on the job training in the Joint Consultation Committee meetings, as necessary, recognizing the desire of employees to improve their skills and knowledge, so that they can keep abreast of technological advances or have opportunities for advancement and improved job security and recognizing the City's need to best meet its operational requirements when it offers on the job training.

It is the intent of the City and the Union that this Letter of Understanding will take effect July 8, 2002.

Signed the 25th day of March, 2003 at Kimberley in the Province of British Columbia.

FOR THE UNION:

"Barb Austin"

"Grant Farquhar"

"Alex Morrison"

"Chris Mummery"

"Jim Saare"

/aw

02/07/22

FOR THE CITY:

"Michael Dodd"
Authorized Signatory

"J.C. Ratcliffe"
Authorized Signatory

NO. 6

LETTER OF UNDERSTANDING

BETWEEN: CITY OF KIMBERLEY OF THE FIRST PART

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

SUBJECT: BENEFIT PLANS

APPLICABLE TO: ALL EMPLOYEES

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

1. This letter is appended to the March 1, 2002 to February 28, 2005 Collective Agreement and shall expire automatically with the expiration of that agreement unless it is renewed by the parties.
2. The parties shall meet during the term of the current collective agreement to review the benefits available under the current benefit plans and to explore whether improved benefits can be achieved at no additional cost by modifying the current plans and/or plan carriers.

It is the intent of the City and the Union that this Letter of Understanding will take effect July 8, 2002.

Signed the 25th day of March, 2003 at Kimberley in the Province of British Columbia.

FOR THE UNION:

“Barb Austin”

“Grant Farquhar”

“Alex Morrison”

“Chris Mummery”

“Jim Saare”

FOR THE CITY:

“Michael Dodd”
Authorized Signatory

“J.C. Ratcliffe”
Authorized Signatory

/aw
02/07/22

NO. 7

LETTER OF UNDERSTANDING

BETWEEN: CITY OF KIMBERLEY
OF THE FIRST PART

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

SUBJECT: INTENT OF ARTICLE 12.04(b) – UNION LEAVE

APPLICABLE TO: ALL EMPLOYEES

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

1. This letter is appended to the March 1, 2002 to February 28, 2005 Collective Agreement and shall expire automatically with the expiration of that agreement unless it is renewed by the parties.
2. The City is responsible to pay members of the Union's bargaining committee under Article **12.04(b)** on the following basis for straight-time hours lost as a result of their involvement on that committee:
 - (a) Time spent at the bargaining table.
 - (b) Caucus time spent at the bargaining table, after negotiations have commenced and bargaining proposals have been initially exchanged.
 - (c) Caucus time spent away from the bargaining table, after negotiations have commenced and bargaining proposals have been initially exchanged on the following basis:
 - (i) Caucus time during any bargaining session (i.e. consecutive days when bargaining is scheduled and takes place), provided the Union bargaining committee is reviewing a proposal made by the City, waiting for a proposal from the City when they have not been instructed to return to work, or formulating a proposal to be given to the City during that session.
 - (ii) A reasonable amount of Caucus time between bargaining sessions, provided the Union bargaining committee is reviewing a proposal previously made by the City or formulating a proposal to be given to the City at the next bargaining session.

**LETTER OF UNDERSTANDING NO. 7 PAGE 2
JULY 8, 2002**

3. This letter shall be applied retroactively to apply to the commencement of the 2002 negotiations.
4. This letter is without prejudice to either party's rights under the Collective Agreement should this letter of Understanding not be renewed at some future date.

It is the intent of the City and the Union that this Letter of Understanding will take effect July 8, 2002.

Signed the 25th day of March, 2003 at Kimberley in the Province of British Columbia.

FOR THE UNION:

"Barb Austin"

"Alex Morrison"

"Chris Mummery"

"Jim Saare"

"Grant Farquhar"

/aw
02/07/22

FOR THE CITY:

"Michael Dodd"
Authorized Signatory

"J.C. Ratcliffe"
Authorized Signatory

NO. 8

LETTER OF UNDERSTANDING

BETWEEN: CITY OF KIMBERLEY OF THE FIRST PART

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

SUBJECT: APPLICATION OF ARTICLE 00.02(c)(ii)

APPLICABLE TO: LAID OFF REGULAR EMPLOYEES

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

1. The last sentence of Article 00.02(c)(ii) notwithstanding, regular employees, who have been notified that they will be laid off and who accept seasonal employment under Article 00.02(c)(ii) during their layoff notice period (i.e. before the effective date of their layoff), shall not suffer a lapse in their benefit coverage under Article XIV when they are laid off pursuant to that notice and they immediately commence such seasonal employment, provided there are seasonal employees employed at that time.
2. It is understood that the last sentence of Article 00.02(c)(ii) continues to apply when there are no seasonal employees employed at the time a laid off regular employee commences seasonal employment immediately after being laid off in accordance with the above paragraph, or when a regular employee is laid off, goes on the recall list and then subsequently commences seasonal employment.

It is the intent of the City and the Union that this Letter of Understanding will take effect September 8, 2002.

Signed the 11th day of March, 2003 at Kimberley in the Province of British Columbia.

FOR THE UNION:

“Chris Mummery”

“B. Austin”
/aw 03/01/20

FOR THE CITY:

“Michael Dodd:”
Authorized Signatory

“J.C. Ratcliffe”
Authorized Signatory

NO. 9

LETTER OF UNDERSTANDING

BETWEEN: CITY OF KIMBERLEY
(the "Employer") OF THE FIRST PART

AND: UNITED STEELWORKERS OF AMERICA
LOCAL 935
(the "Union") OF THE SECOND PART

SUBJECT: STUDENT EMPLOYMENT

APPLICABLE TO: ALL EMPLOYEES

This letter is appended to the March 1, 2002 to February 28, 2005 collective agreement.

This letter of Understanding establishes the terms and conditions of employment with respect to the City's employment of students. This letter may be cancelled by either party upon sixty (60) days written notice of such cancellation to the other party.

1. In order to be employed under this Letter, a student must be at least sixteen (16) years of age and be currently registered in a secondary or post secondary educational institution and be returning to school upon completion of his/her period of student employment. They may be required to provide proof of such registration and/or that they will be returning to school upon completion of their period of student employment.
2. Students shall only be employed during the regular holiday period of the educational institution in which they are registered.
3. The duration of any period of student employment shall not exceed five (5) months without the approval of the Union, which approval shall not be unreasonably denied. No student may be employed in more than three (3) years under this letter.
4. The City will develop a list of duties that may be performed by the student(s) by March 31st each year. This list will be subject to the approval of the Union by April 30th in each year and finalized prior to the hiring of any student. Students will not perform work that would otherwise be done by regular full-time, regular part-time or seasonal employees in that year.

LETTER OF UNDERSTANDING NO. 9 PAGE 2
MAY 26, 2002

5. The City will provide the Union with a report detailing the number of seasonal employee hours worked and the number of student employee hours worked each year.
6. Students will not be employed in the bargaining unit when a regular employee is laid off and on the recall list.
7. Student employees shall be paid at a base rate equal to fifty-five percent (55%) of the Labourer's rate of pay established in this Agreement.
8. The City shall not be required to post student employment positions (as described in this letter) under Article 3.01 of the Collective Agreement.
9. Students shall be paid a percentage in lieu of all statutory benefits and all of the benefits and perquisites of the Agreement, the same as Casual employees under Article 21.02 (ii).

June

Signed the 27th day of ~~May~~, 2003 at Kimberley in the Province of British Columbia.

FOR THE UNION: "Grant Farquhar" _____ "Wayne Donald" _____		FOR THE CITY: "J.C. Ratcliffe" _____ Authorized Signatory "Michael Dodd" _____ Authorized Signatory

NO. 10

LETTER OF UNDERSTANDING

BETWEEN: CITY OF KIMBERLEY
OF THE FIRST PART

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

SUBJECT: JOB EVALUATION

APPLICABLE TO: ALL EMPLOYEES

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

1. This letter is appended to the March 1, 2005 to February 28, 2009 Collective Agreement and shall expire automatically with the expiration of that agreement unless it is renewed by the parties.

Further to LOU#21 that was appended to the March 1, 2003 – February 28, 2005 collective agreement, the parties agree, during the life of the March 1, 2005 to February 28, 2009 collective agreement, to investigate all aspects of implementing the Union's Simple Effective Solutions (SES) job evaluation system, including but not limited to all changes necessary to the collective agreement and rating all existing jobs using the SES system to establish the total wage related cost of implementation. The employer's cost for this investigation shall be covered by the maximum established under article 12.04(a).

The parties agree to draft and agree upon the new SES job descriptions on or before February 28, 2007.

The parties agree to complete all of the above SES investigations on or before February 28, 2008. Article 12.05 shall be placed in abeyance during the SES investigation period (ie. Date of ratification to February 28, 2008). The Employer agrees to pay reasonable union wage loss costs for the investigation process – mediator Cameron to remain seized should a dispute arise over these implementation costs, with a mandate to make a binding ruling.

The parties agree to rate all bargaining unit jobs using the SES system and resolve all other issues arising out of the implementation of SES by February 28, 2008.

Mediator Cameron to remain seized should a dispute arise over any pre-implementation SES issue, with a mandate to make a binding ruling.

LETTER OF UNDERSTANDING NO. 10 PAGE 2
July 5, 2005

The parties agree to implement SES effective March 1, 2008.

The Employer's final increased wage and benefit costs resulting from implementation of SES shall be limited to one and one-half percent (1.5%) of the Employer's Gross unionized payroll calculated on the basis of twenty-six (26) pay periods falling in the period from March 1, 2007 to February 28, 2008. Any portion of this amount which is not used to fund SES wage and benefit cost increases shall be converted to a general wage increase to be applied to the Salary Schedule effective March 1, 2008.

Signed the _____ day of _____, 2005 at Kimberley in the Province of British Columbia.

FOR THE UNION:

FOR THE CITY:

Print Name:

Authorized Signatory

Print Name:

Authorized Signatory

Print Name:

Print Name:

Print Name:

/ne
07/05/05

NO. 11

LETTER OF UNDERSTANDING

BETWEEN: CITY OF KIMBERLEY OF THE FIRST PART

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

SUBJECT: LEAD HANDS

APPLICABLE TO: ALL EMPLOYEES

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

1. This letter is appended to the March 1, 2005 to February 28, 2009 Collective Agreement and shall expire automatically with the expiration of that agreement unless it is renewed by the parties.
2. Prior to the expiry of the current collective agreement, the parties shall meet in the Joint Consultation Committee to develop a mutually acceptable resolution to the Employer's concerns about the historic practice regarding the payment of lead hand rate.

Signed the _____ day of _____, 2005 at Kimberley in the Province of British Columbia.

FOR THE UNION:

FOR THE CITY:

Print Name:

Authorized Signatory

Print Name:

Authorized Signatory

Print Name:

Print Name:

Print Name:

/ne
07/05/05

NO. 12

LETTER OF UNDERSTANDING

BETWEEN: CITY OF KIMBERLEY OF THE FIRST PART

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

SUBJECT: CERTIFICATION COSTS

APPLICABLE TO: ALL EMPLOYEES

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

1. This letter is appended to the March 1, 2005 to February 28, 2009 Collective Agreement and shall expire automatically with the expiration of that agreement unless it is renewed by the parties.
2. The Employer shall pay the registration/certification fees assessed to regular employees by an applicable authority required for re-certification of qualifications that are required by the Employer in an employees job description (not drivers' licenses).

Signed the _____ day of _____, 2005 at Kimberley in the Province of British Columbia.

FOR THE UNION:

FOR THE CITY:

Print Name:

Authorized Signatory

Print Name:

Authorized Signatory

Print Name:

Print Name:

Print Name:

/ne
07/05/05

NO. 13

LETTER OF UNDERSTANDING

BETWEEN: CITY OF KIMBERLEY
OF THE FIRST PART

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

SUBJECT: CALL-IN OVERTIME – SNOW & ICE CONTROL

APPLICABLE TO: ALL EMPLOYEES

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

1. This letter is appended to the March 1, 2005 to February 28, 2009 Collective Agreement and shall expire automatically with the expiration of that agreement unless it is renewed by the parties.
2. A sign-up sheet will be made available for operations department employees willing to be called in on their regularly scheduled days off to perform snow and ice control. The City will use this sign-up sheet when it is necessary to call in employees to perform snow and ice control on their scheduled days off. In order to be first considered for call-in overtime performing snow and ice control, operations department employees must put their names on the sign up sheet and they must have the ability to immediately perform the work involved. Employees, who put their names on a sign up sheet, shall be treated equitably in the assignment of call-in overtime under this Letter. If there are an insufficient number of employees with the required ability on the sign up sheet, the City may fill its overtime requirements at its discretion. This letter may be cancelled by either party upon thirty (30) days written notice to the other party.

Signed the _____ day of _____, 2005 at Kimberley in the Province of British Columbia.

FOR THE UNION:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

/ne

07/05/05

FOR THE CITY:

Authorized Signatory

Authorized Signatory

NO. 14

LETTER OF UNDERSTANDING

BETWEEN: CITY OF KIMBERLEY OF THE FIRST PART

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

SUBJECT: APPRENTICES

APPLICABLE TO: ALL EMPLOYEES

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

1. This letter is appended to the March 1, 2005 to February 28, 2009 Collective Agreement and shall expire automatically with the expiration of that agreement unless it is renewed by the parties.
2. The City and the Union shall investigate the feasibility of increasing the number of apprentices. This investigation shall include, but not be limited to the City's actual need for apprentices in the future, funding availability, interest in the workforce and education requirements needed to fulfil the apprentice's obligations.

Signed the _____ day of _____, 2005 at Kimberley in the Province of British Columbia.

FOR THE UNION:

FOR THE CITY:

Print Name:

Authorized Signatory

Print Name:

Authorized Signatory

Print Name:

Print Name:

Print Name:

/ne
07/05/05