

COLLECTIVE AGREEMENT

BETWEEN

CITY OF CAMPBELL RIVER

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401**

**JANUARY 1, 2004
TO
DECEMBER 31, 2006**

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ARTICLE 1 - DEFINITIONS

1.01 Employee

- (a) Wherever the word "employee" is used in this Agreement, it shall mean an employee of the Employer.

1.02 Permanent Full-time Employee

- (a) "Permanent full-time employee" shall mean any employee who works a full shift as per schedules noted in ARTICLE 16 (Hours of Work) and shall be entitled to all the rights of this Agreement on the first (1st) day of employment, and all benefits in accordance with ARTICLE 25. Upon successful completion of the probationary period (Clause 12.01) seniority shall be accumulated as per ARTICLE 13. It is agreed that employees who have not completed their probationary period but who have a favourable employee evaluation will be recalled.

1.03 Permanent Part-time Employee

- (a) A permanent part-time employee is one who is employed less than a full shift as per the schedules noted in ARTICLE 16 (Hours of Work). These employees shall be entitled to all the rights of this Agreement on the first (1st) day of employment and benefits under ARTICLE 25. Upon successful completion of the probationary period these employees shall accumulate seniority in accordance with Clause 13.01.
- (b) Permanent part-time employees shall be given first opportunity, in seniority order provided they are qualified, to work additional regular straight-time hours which become available within their Department, provided no overtime costs are incurred by so doing. Permanent part-time employees shall be eligible, provided they are qualified, to work additional straight time hours as an Auxiliary employee (Clause 1.04). All hours worked in either of the above situations shall accrue for both seniority (ARTICLE 13) and eligibility for benefits (ARTICLE 25).
- (c) Those permanent part-time employees who do not work seventy-five percent (75%) of full-time hours are only eligible for benefits under Clauses 25.02, 25.03, 25.04, 25.07 and 25.08 for benefits already held.

1.04 Short-Term Auxiliary Employees

- (a) Auxiliary employees are those employees working on an irregular and/or unscheduled basis or to augment the workforce to perform specific or short-term functions.
- (b) There are two (2) types of Auxiliary positions:
 - (i) short-term Auxiliary - zero (0) to ninety (90) calendar days;
 - (ii) long-term Auxiliary - ninety (90) plus calendar days.
- (c) In no case will a short-term Auxiliary employee work for more than a ninety (90) calendar day assignment without the agreement of both parties. These Auxiliary positions will be filled by the Department Supervisor from the Auxiliary pool without following the Job Posting process in Clause 14.01.
- (d) Where a permanent part-time employee is able to access Auxiliary hours, it is agreed that such hours will be considered as attracting seniority and count toward benefit entitlement. It is agreed that permanent part-time employees will have no priority to short-term Auxiliary hours outside of their own Department. Through mutual agreement between the Union and the Employer, a permanent part-time employee may be able to fill a full-time short-term Auxiliary position.
- (e) Laid off permanent employees who are on a recall list and who are qualified will have first priority for short-term Auxiliary hours.
- (f) To create and maintain the Auxiliary pool, the Employer will post a generic posting asking for applications from any discipline to the pool. The applicants will provide information with regards to their skills. Managers will be provided with a copy of the list of applicants from which to draw as required. Permanent part-time employees can apply to the Auxiliary pool with the knowledge that their part-time position must be maintained and takes priority over any Auxiliary hours.
- (g) Auxiliary employees shall only be utilized at the entry-level position of the Department where the work is required.
- (h) Short-term Auxiliary employees who take a position for less than ninety (90) calendar days shall receive ten percent (10%) in lieu of all of the benefits and other perquisites provided under this Agreement (i.e. annual vacation, sick time, statutory holidays, group life, extended health, dental, medical insurance). Any permanent part-time employee who takes an Auxiliary position and who already has benefits coverage will not be

eligible for this percentage in lieu of benefits but shall continue to receive benefits.

1.05 Long-Term Auxiliary Employees

- (a) Where an Auxiliary opening is known to be for a period beyond the ninety (90) calendar days, the position will be posted as per the Job Posting process in Clause 14.01. Permanent employees will have preference in filling these long-term Auxiliary positions.
- (b) This type of Auxiliary position would cover Maternity Leave, Leave of Absence, W.C.B., Extended Illness or other mutually agreed to circumstances.
- (c) Where a permanent employee successfully bids on a long-term Auxiliary position, time worked attracts seniority and counts towards benefit entitlement. Upon completion of the long-term Auxiliary position the employee returns to their former position.
- (d) Should an Auxiliary employee fill a long-term Auxiliary vacancy, that employee will not earn seniority unless that employee posts into a concurrent permanent vacancy and successfully completes the permanent probationary period as per ARTICLE 12. In this case the employee's start date would be back-dated to the commencement of the long-term Auxiliary position.
- (e) Laid-off permanent employees who are on a recall list and who are qualified will have first priority for long-term Auxiliary hours.
- (f) Long-term Auxiliary employees who take a position for less than six (6) months shall receive twelve percent (12%) in lieu of all of the benefits and other perquisites provided under this Agreement (i.e. annual vacation, sick time, statutory holidays, group life, extended health, dental, medical insurance). Any permanent employee who takes an Auxiliary position and who already has benefits coverage will not be eligible for this percentage in lieu of benefits but shall continue to receive their benefits.
- (g) Long-term Auxiliary employees who take a position for more than six (6) months shall receive the health benefits that the employee that they are replacing was eligible for.

1.06 Volunteer & Youth Workers

- (a) The use of volunteers and youth workers will only be done through mutual agreement between the Union and the Employer on a case-by-case basis.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rules and Regulations

- (a) Subject to the Grievance Procedure, the Union recognizes the right of the Employer to operate and manage the business of the City of Campbell River in all respects, in accordance with its commitments and responsibilities and to make and alter from time-to-time as the necessity arises, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules and regulations and amendments thereto shall be communicated in writing to the Union.

2.02 Management Rights

- (a) The Employer will always have the right to hire, to discipline, demote and discharge employees for just cause. The selection of persons to fill excluded positions shall be entirely a matter for the Employer's decision.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

- (a) The Employer or anyone authorized to act on their behalf recognizes the Canadian Union of Public Employees, Local No. 401, as the sole collective bargaining agency for its employees classified and covered by this Agreement and hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the parties to this Agreement looking forward to a peaceful and amicable settlement of any differences that may arise between them.

3.02 No Other Agreements

- (a) No employee shall be permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement.

3.03 Work of the Bargaining Unit

- (a) Excluded employees shall not work on any jobs which are included in the bargaining unit if:
 - (i) it results in a layoff, or;
 - (ii) there is failure to recall a laid off employee, provided a minimum of one (1) day's worth of work is available.
- (b) In cases of an emergency or training or when mutually agreed upon in writing excluded employees will be allowed to perform such work.

3.04 Right of Representation

- (a) Provided prior notification has been given, the Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees and any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

- (a) The Employer shall not refuse to employ or refuse to continue to employ a person, or discriminate against a person regarding employment or any terms or conditions of employment because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, or because of the person's lawful Union activities.

ARTICLE 5 - UNION SECURITY

5.01 All Employees to be Members

- (a) Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of their employment, and every new employee whose employment commenced hereafter shall, within thirty (30) days after commencement of their

employment, apply for and maintain their membership in the Union as a condition of their employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check Off

- (a) The Employer agrees to deduct from the pay of each employee any monthly dues or assessment levied in accordance with the Union Bylaws.

6.02 Deductions

- (a) Deductions shall be made from the payroll and shall be forwarded forthwith to the Treasurer of the Union, accompanied by a list of all employees from whose wages the deductions have been made.

ARTICLE 7 - NEW EMPLOYEES

7.01 Acquainting New Employees

- (a) The Employer agrees to the Union acquainting new employees with the fact that an Agreement between the parties is in effect and presenting them with a copy of the Agreement.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

- (a) Except as otherwise stated in this Agreement, all correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the City Manager of the Employer or designate and the First Vice President, Second Vice President (Campbell River) and the President of the Union.

ARTICLE 9 - LABOUR/MANAGEMENT RELATIONS

9.01 Joint Consultation Committee

- (a) A Joint Consultation Committee shall be established consisting of not less than two (2) nor more than three (3) representatives of the Employer and not less than two (2) nor more than three (3) representatives of the Union. Either party can request that a meeting be convened and such meeting must be held not later than fifteen (15) calendar days after the request has been made. Such time may be extended by mutual consent

of both parties. However the parties shall meet at least once every two (2) months for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.

- (b) There shall be Vice-Chairs of the Committee who shall alternate in running the meetings, one (1) of whom shall be from the Employer and one (1) from the Union.
- (c) Minutes shall be taken and will be signed by the parties once they are agreed to. These minutes shall be prepared as promptly as possible and every effort will be made to have copies signed within one (1) week.
- (d) Outstanding items from the previous Joint Consultation Committee meeting shall be the first issues discussed at a subsequent meeting.

9.02 Bargaining Committee

- (a) A Bargaining Committee shall be appointed and consist of not more than four (4) members representing the Employer, as appointees of the Employer, and not more than four (4) members of the Union, as appointees of the Union. The Union shall advise the Employer of the Union nominees to the Committee.

9.03 Representation

- (a) Each party to this Agreement shall have the right at any time to have professional or other assistance during contract negotiations.

9.04 Meetings of the Bargaining Committee

- (a) In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. Such meetings shall be arranged within ten (10) calendar days after the request has been made.

9.05 Function of Bargaining Committee

- (a) The Bargaining Committee shall meet to discuss the renewal of the Collective Agreement or any other matters which may be referred to it under the terms of this Agreement, or any matters which may promote good relations between the two (2) groups.

9.06 Time Off for Meetings

- (a) Subject to the approval of their Department Head, any employee who is a representative of the Union on this Bargaining Committee, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration.

9.07 Failure to Agree

- (a) Any failure to agree in settling the terms of a new contract shall be processed in accordance with the terms of the Labour Relations Code of British Columbia.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Recognition of Union Stewards and Grievance Committee

- (a) In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee, whom the Steward represents, in preparing and presenting their grievance in accordance with the Grievance Procedure.

10.02 Settling of Grievances

- (a) Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation or alleged violation thereof, there shall be no stoppage of work on account of such a difference. The following procedure shall be followed in settling any matters in dispute:

- (i) Step 1:

- a. Employees shall advise their immediate excluded supervisor or designate within fourteen (14) calendar days of an alleged violation.
- b. The employee, along with a Union representative, shall make an earnest effort to resolve the matter promptly with the employee's immediate excluded supervisor or designate who shall provide a written response within seven (7) calendar days of such meeting.

(ii) Step 2:

- a. Failing settlement under Step 1, the grievance shall be submitted in writing to the division director or designate within seven (7) calendar days of the Step 1 response.
- b. The division director or designate concerned shall meet with the grievor, Shop Steward and/or a representative of the Union.
- c. The division director or designate shall respond in writing stating reasons within seven (7) calendar days following the hearing.

(iii) Step 3:

- a. Should the parties be unable to settle the matter under Step 2, the aggrieved employee and the Union shall, within seven (7) calendar days of the Step 2 response, present the grievance to the City Manager or designate.
- b. The City Manager or designate shall respond in writing stating reasons within seven (7) calendar days following the hearing.

(iv) Step 4:

- a. If a satisfactory settlement is not reached at Step 3, the Union shall, within thirty-seven (37) calendar days of the Step 3 hearing date advise whether the matter is to proceed to Arbitration as set out in ARTICLE 11.

10.03 Disputes

- (a) Where either party has a dispute involving a question of general application or interpretation, or if an employee is suspended or dismissed, Steps 1 and 2 above may be by-passed for the grievance.

10.04 Permission to Leave Work

- (a) The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while assisting a grievor in the resolution of a dispute.

- (b) The Union recognizes that Stewards will not leave their work during working hours except to perform their duties under this Article after being granted the permission of their Supervisor. Such permission shall not be unreasonably withheld.

10.05 Amending of Time Limits

- (a) The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the parties to this Agreement.

ARTICLE 11 - ARBITRATION

11.01 Expedited Arbitration and Settlement Officer

- (a) The parties recognize the value in resolving grievances in an expeditious manner. To that end and where appropriate, alternative methods of dispute resolution including Section 87 of the Labour Relations Code; Settlement Officer; Section 104 of the Labour Relations Code; Expedited Arbitration or Section 105 of the Labour Relations Code; Mediation - Arbitration, will be seriously considered.

11.02 Composition of Board of Arbitration

- (a) Where either party requests that a grievance be submitted to arbitration, the request shall be made by mail or facsimile addressed to the other party of the Agreement indicating the name of its nominee on an Arbitration Board. Within seven (7) days thereafter the other party shall answer by mail or facsimile indicating the name and address of its appointee to the Arbitration Board. The two (2) Arbitrators shall then meet to select an impartial Chair.

11.03 Failure to Appoint

- (a) If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chair within fourteen (14) calendar days of the last appointed Arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party.

11.04 Board Procedure

- (a) The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within ten (10) calendar days from the last day of the hearing.

11.05 Decisions of the Board

- (a) The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board of Arbitration shall be in writing, and shall be final and binding, and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

11.06 Disagreement on Decision

- (a) Should the parties disagree as to the meaning of the decision, either party may apply to the Chair of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) working days.

11.07 Expenses of the Board

- (a) Each party shall pay:
 - (i) the fees and expenses of the Arbitrator it appoints, and
 - (ii) one-half (1/2) the fees and expenses of the Chair.

11.08 Amending of Time Limits

- (a) The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the parties to this Agreement.

11.09 Witnesses

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

ARTICLE 12 - PROBATIONARY PERIOD FOR PERMANENT EMPLOYEES

12.01 Probationary Period

- (a) Newly hired permanent employees shall be on probation for a period of six (6) calendar months from the date of hire.

ARTICLE 13 - SENIORITY AND LAYOFFS FOR PERMANENT EMPLOYEES

13.01 Seniority for Permanent Employees

- (a) Seniority is defined as the length of service in the bargaining unit and shall be applied on a bargaining unit wide basis.
- (b) For the purpose of this Agreement, the seniority of the permanent full-time and part-time employees shall be established on the basis of an employee's service calculated from the date of hire and shall not be affected by:
 - (i) absence due to bona fide sickness,
 - (ii) authorized leave of absence,
 - (iii) layoff and recalled during the recall period.

13.02 Seniority List

- (a) The Employer shall maintain a seniority list for permanent employees showing the date on which each of the employee's service commenced. This will include permanent full-time and permanent part-time workers.
- (b) Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards monthly.
- (c) When more than one (1) employee is hired on the same day, the seniority date shall be determined by random draw in the presence of a Union representative.

13.03 Layoff

A layoff shall be defined as a reduction in the work force, an employee's position being eliminated, or a reduction in the person's regular hours of work as defined in this Agreement.

- (a) The Employer will give as much notice as is feasible but not less than thirty (30) calendar days to the employee(s) directly affected.

- (b) Employees shall be laid off in reverse order of their bargaining unit seniority.
- (c) For Parks and Recreation staff, for a program of ten (10) weeks or less, the reduction in hours will not constitute a layoff and bumping within the Instructor group cannot occur unless the person affected has no assignments. Bumping within the Instructor group cannot occur after the commencement of a program.
- (d) Employees who have received lay off notice or who have been bumped shall have the right to bump employees with less seniority, provided that:
 - (i) employees exercising that right have the required qualifications to perform the duties of the position they wish to bump into;
 - (ii) the right to bump shall include the right to bump up where an employee is unable to exercise their bumping rights to retain a similar shift, benefits and ninety-five percent (95%) of gross pay.
- (e) The incumbent employee(s), whose hours have been reduced or whose position has been eliminated or who have been bumped, will have five (5) working days to advise the Employer of their intent to either:
 - (i) accept the reduction in hours and remain in the position;
 - (ii) exercise their seniority rights; or
 - (iii) to be placed on the recall list.
- (f) The employer shall provide a current seniority list specifying the name(s), position(s) held, the number of hours of work, full time or part time status and incumbent employee(s) seniority.
- (g)
 - (i) Employees who have received layoff notice will be advised of any postings that may have closed but have not yet been awarded. Such employees, if they believe they are qualified for such postings, will have one working day after receipt of notice of the unfilled posting to have their name added to the list of applicants.
 - (ii) Upon moving into their new position, employees will be required to complete a trial period as per 14.03(a). If employees do not successfully complete this trial period, they will be placed on the recall list.

- (h) Providing the laid off employee is qualified, they shall receive first option in line of seniority for all Auxiliary employment and seniority shall accrue for all time worked.
- (i) Any permanent employee who is laid off shall have recall rights to their former classification for a period of eighteen (18) months provided they remain qualified.
- (j) Employees on the recall list shall be recalled to positions in order of bargaining unit wide seniority provided they are qualified. New employees shall not be hired until those laid off have been given the opportunity of recall.
- (k) In the event of a vacancy occurring while employees are laid off, ARTICLE 14 applies to all employees, including employees on the recall list. The employer shall notify employees on the recall list of all vacancies.
- (l) Recall notices will be sent by certified mail to the employees being recalled with copies to the First Vice President, Second Vice President (Campbell River), and President of the Union.
- (m) Grievances concerning layoff and recalls shall be initiated at Step 3 of the Grievance Procedure.

13.04 Seasonal Layoff

- (a) For planned seasonal layoff, seven (7) calendar days notice will be given. In other cases such as inclement weather, breakdown, etc., as much notice as is feasible will be given.

13.05 Loss of Seniority

- (a) An employee shall lose seniority if:
 - (i) discharged for just cause and is not reinstated.
 - (ii) resigns.
 - (iii) absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible.
 - (iv) after a layoff, the employee fails to return to work within seven (7) calendar days after being notified to do so, provided however there

shall be no loss of seniority if the employee is unable to return to work because of sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address in writing. Notice of return to work shall be deemed to have been given to an employee the day such notice has been mailed by registered mail, to the last known address of the employee.

- (v) after a layoff of eighteen (18) months.

13.06 Permanent Transfer Outside Bargaining Unit

- (a) An employee shall not be transferred to a position outside of the bargaining unit without the employee's consent.
- (b) The employee shall have the right to return to their position in the bargaining unit during the trial period, which shall be a maximum of three (3) months. The employee shall continue to pay Union dues based on their bargaining unit position for the three (3) month's trial period. Any employee who has posted into a vacancy, which is as a result of movement to the excluded position, shall return to their previous position if the employee returns to their position during the three (3) month trial period.
- (c) If any time after the three (3) month period the employee desires to return to the bargaining unit, they shall have no seniority.
- (d) When employees of the City of Campbell River transfer between C.U.P.E. Local 401, I.A.F.F. Local 1668 or excluded Management Positions they will retain their initial start date with the employer for the purposes of calculating holiday entitlement and accrued sick time will transfer to the new position.
- (e) Clause (d) above only applies provided there is no interruption or break in employment with the City of Campbell River.

13.07 Temporary Promotions from the Bargaining Unit

- (a) On a case-by-case basis and through mutual agreement between the Union and the Employer, employees from within the bargaining unit may be invited to apply for a temporary position outside the bargaining unit. If the successful applicant agrees to the new temporary position and is transferred outside the scope of the bargaining unit they shall retain all rights, privileges and protection under the Collective Agreement. The

employee will continue to pay Union dues based on the pay from their permanent position.

ARTICLE 14 - PROMOTIONS, STAFF CHANGES & VACANCIES

14.01 Job Postings

- (a) Prior to filling any vacancy, making a staff change or promotion covered by the terms of this Agreement, the Employer shall notify the Union in writing and post notice of the position in all shops on all bulletin boards for a minimum of ten (10) working days in order that all members will know about the position and be able to make written application. Such notice shall contain the following information where applicable:
 - (i) The nature of position, location, required knowledge, education, ability, skills, shift and rate of pay.
- (b) All job postings shall be numbered.
- (c) Prior to posting outside, consideration shall be given to the likelihood of Union members (including auxiliary employees) being able to fill the position. Through mutual agreement and cooperation, postings can be placed inside and outside at the same time.

14.02 Staff Changes

- (a) Both parties recognize the principle of promotion within the service of the Employer and that job opportunity shall increase in proportion to length of service. Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications.
- (b) Testing will only be used for new hires and for existing permanent staff when applying for higher rated positions, or auxiliary staff when they are applying for permanent positions. The tests will only be based on the required qualifications of the posted position.
- (c) The qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

14.03 Trial Period

- (a) The successful applicant shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, such trial appointment shall become permanent after the period of three (3) months. Time spent on leave of absence, sick or vacation will not be counted towards the completion of this trial period.
- (b) In the event the successful employee proves unsatisfactory in the position, or the position becomes unsatisfactory to the employee, during the aforementioned trial period, the employee shall be returned to their former position and its salary without loss of seniority and any other employee promoted or transferred because of the rearrangement shall also be returned to their former position and its salary without loss of seniority.

14.04 Union Notification

- (a) The Union shall be notified within five (5) working days of any and all appointments, hirings, layoffs, re-hirings, and terminations of employment pertinent to this Agreement.
- (b) Within five (5) working days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant.

14.05 Upgrading

- (a) Nothing in this Agreement shall preclude the Employer from paying an employee a salary higher than the scheduled rate because of special ability, qualifications or increased work load, provided that the Employer notifies the Union within five (5) working days.

14.06 Employee Promoted to Higher Position

- (a) An employee promoted to a position paying a higher rate of pay shall receive the rate of pay for the new position.

14.07 Reassignment to Higher Rated Position

- (a) Where a permanent full-time employee is reassigned to a higher paying classification to cover for scheduled absences of one (1) day or more, the senior employee capable of performing the duty shall be given preference. Such employee shall receive the rate of pay of the position assumed.

ARTICLE 15- DISCHARGE AND SUSPENSION

15.01 Discharge and Suspension

- (a) An employee may be suspended or dismissed for just and reasonable cause. Such employee and the Union shall be advised promptly in writing by the Department Head of the reason for such discharge or suspension.
- (b) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the Grievance Procedure.
- (c) An employee shall have the right to have their Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.

15.02 Reinstatement

- (a) Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period of such discharge or suspension, or by any other arrangement as to compensation as directed as a result of action under ARTICLE 11.

15.03 Probationary Employees

- (a) Newly hired employees as defined by Clause 12.01 hereof are excluded from the provisions of this Article.

ARTICLE 16 - HOURS OF WORK

16.01 Public Works Department (Schedule "A")

- (a) The regular working day shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. with a lunch period of one-half (1/2) hour from 12:00 noon to 12:30 p.m., Monday through Friday, or such other hours or days as may be mutually agreed upon.
- (b) (i) The regular working day for a Clerk/Technician shall not exceed eight (8) consecutive hours between 7:00 a.m. and 4:30 p.m. or other such hours that are mutually agreed upon between the Union

and Employer, Monday through Friday, with one-half (1/2) hour allowed for the lunch period.

- (ii) The regular working day for a Steno II shall not exceed seven (7) consecutive hours between 7:00 a.m. and 4:30 p.m. or other such hours that are mutually agreed upon between the Union and the Employer, Monday through Friday, with one-half (1/2) hour allowed for the lunch period.
- (c) (i) The regular working day for Norm Wood Environmental Centre employees is eight and one-half (8-½) hours per day occurring between 7:30 a.m. and 5:00 p.m. daily, with a one-half (½) hour lunch break on a six (6) days on and three (3) days off schedule rotation.
- (ii) Premium pay as outlined in Clause 23.02 shall apply to employees in this classification for all hours.
- (d) The regular working day for Waterworks employees (Waterworks Operator I, II, and III and Operator-in-Training) is eight and one-half (8-½) hours per day occurring between 7:30 a.m. and 5:00 p.m. daily, with a one-half (½) hour lunch break on a six (6) days on and three (3) days off schedule rotation.
- (e) The regular working day for the two Winter Patrol and Garbage Collection employees is:

Employee 1:

Week 1: Monday, Tuesday, Wednesday, Saturday, Sunday 4:00am - 12:30pm with one half (1/2) hour lunch.

Week 2: Monday and Tuesday 4:00am – 12:30pm; Wednesday, Saturday and Sunday 8:00am to 4:30 pm with one half (1/2) hour lunch.

Employee 2:

Week 1: Wednesday 8:00am to 4:30pm; Thursday and Friday 4:00am to 12:30pm; Saturday and Sunday 8:00am to 4:30pm with one half (1/2) hour lunch.

Week 2: Wednesday through Sunday 4:00am to 12:30 pm with one half (1/2) hour lunch.

16.02 Parks and Recreation Department (Schedule "B" & "D")

- (a) The regular working day for all Schedule B employees, shall not exceed eight (8) hours and the regular working week shall not exceed forty (40) hours during a payroll week, provided always that the working day may be completed in a split shift by agreement between employee and Employer or such other hours as may be mutually agreed upon.
- (b) All scheduled shifts for Custodians after 4:00 p.m. are to be a minimum of four (4) hours and a maximum of eight (8) hours.
- (c) The regular working day for Clerical and Programming staff shall not exceed seven (7) hours and the regular working week shall be five (5) regular working days, Monday to Friday, provided always that to meet the needs of programmes, the regular working day may be completed in a split shift and the regular working week may be other than Monday to Friday. One (1) hour shall be allowed for the lunch period.

16.03 City Hall Employees (Schedule "A", "C", "E")

- (a) The regular working day for all employees not mentioned below shall not exceed seven (7) hours between 8:30 a.m. to 4:30 p.m., Monday through Friday, with one (1) hour allowed for the lunch period.
- (b) The regular working day for Engineering Technicians shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. with a lunch period of one-half (1/2) hour, Monday through Friday, or such other hours or days as may be mutually agreed upon.
- (c) The regular work day for Custodians may be completed by mutual agreement, in a split shift and the regular work week shall be Monday to Friday. All scheduled shifts after 4:00 p.m. are to be a minimum of four (4) hours and a maximum of eight (8) hours.
- (d) Bylaw Enforcement Officers
 - (i) The hours of work for Bylaw Enforcement Officers shall not exceed seven (7) hours between 8:30 a.m. and 9:30 p.m., Monday through Saturday, broken only by one (1) hour allowed for the lunch period. The total amount of time worked after 4:30 p.m. and on Saturday shall not exceed ten (10) hours per week.
 - (ii) Overtime rates will not apply except for shifts in excess of seven (7) hours or more than thirty-five (35) hours per week.

(e) Traffic Officers

- (i) The regular working day for Traffic Officers shall not exceed seven (7) hours between 8:00 a.m. to 9:00 p.m., Monday through Saturday, broken only by one (1) hour allowed for the lunch period. The total amount of time worked after 4:30 p.m. and on Saturday shall not exceed ten (10) hours per week.
- (ii) Overtime rates will not apply except for shifts in excess of seven (7) hours or more than thirty-five (35) hours per week.

16.04 Police Services (Schedule "F")

(a) Police Guards

- (i) The working schedule for a Police Guard shall consist of two (2), twelve (12) hour day shifts inclusive of meal breaks; followed by two (2), twelve (12) hour night shifts inclusive of meal breaks; followed by four (4) days off.
 - (ii) There shall be a scheduled twelve (12) hour shift off without pay every six (6) weeks. This to be referred to as an adjustment day.
 - (iii) Auxiliary Guards called in shall work a maximum of twelve (12) hours per shift, inclusive of a meal break.
 - (iv) Police Guards are expected to remain in the cell area (i.e. at their duty station) during their meal break. Police Guards will maintain continual monitoring of prisoners during their meal break.
 - (v) Police Guards will be paid a premium of one-half (1/2) hour meal break. This premium will be fifty percent (50%) of the straight time rate for one-half (1/2) hour.
 - (vi) On those occasions when a second (2nd) Police Guard is on duty, there will be some flexibility in that one (1) Police Guard may leave the detachment premises, to take a meal break. This will not result in a lapse of continual monitoring of prisoners. On those occasions where such flexibility is available, there will no paid meal break.
- (b) The regular working day for a Watch Clerk shall consist of two (2), twelve (12) hour days inclusive of meal breaks; followed by two (2), ten (10) hour nights inclusive of meal breaks; followed by four (4) days off.

- (c) The regular working day shall consist of seven (7) consecutive hours between 7:00 a.m. and 6:00 p.m., Monday through Friday, with one (1) hour allowed for the lunch period for the Clerical, Quality Control Clerk, CPIC, Court Clerk and ROSS/LAN positions.
- (d) The regular working day shall consist of eight (8) hours between 7:00 a.m. and 4:00 p.m., Monday through Friday, with one (1) hour allowed for the lunch period for the Court Liaison/Exhibit Custodian.
- (e) Custodians shall not exceed eight (8) consecutive hour shifts per day, exclusive of lunch periods. The regular work week may be other than Monday to Friday providing that there will be two (2) consecutive days off. All scheduled shifts after 4:00 p.m. are to be a minimum of four (4) hours and a maximum of eight (8) hours. Shifts are to be agreed to by the Union and the Employer.

16.05 Airport (Schedule "G")

- (a) Employees working under this Schedule shall work four (4) ten (10) hour shifts per week followed by three (3) consecutive days off.
- (b) Those permanent employees holding these positions as of January 13, 2000 shall retain their shift. Any future permanent full-time employees shall work an eight (8) hour shift of five (5) days on and two (2) consecutive days off.
- (c) Full-time clerical employees shall work a thirty-five (35) hour week, Monday through Friday, 8:30 a.m. to 4:30 p.m. or such other hours that are mutually agreed upon by the Union and the Employer.

ARTICLE 17 - SHIFT WORK

17.01 All employees working a minimum four (4) hour shift shall receive an additional ninety cents (\$0.90) per hour for all hours worked, or portion thereof, between the hours of 6:00 p.m. and 6:00 a.m.

17.02 Shift Change Notice

At least twenty-four (24) hours notice shall be given before a shift change.

17.03 Rest Period

- (a) All employees shall be permitted a fifteen (15) minute rest period both in the first (1st) half (1/2) and second (2nd) half (1/2) of a shift.
- (b) Shifts in excess of eight (8) hours shall include an additional rest period for every additional four (4) hours worked.

ARTICLE 18 – OVERTIME

18.01 Rates on Regular Work Days

- (a) Except as identified below, for all time worked beyond the regular work day as defined in ARTICLE 16, employees will receive overtime at the rate of time and one-half (1-1/2x) for the first three (3) hours and double time (2x) after three (3) hours in any one (1) day or shift.
- (b) For Schedule "G" Airport employees hired prior to January 13, 2000, overtime shall be paid at time and one-half (1-1/2x) for the first (1st) hour worked after the employee's ten (10) hour shift and double time (2x) thereafter.
- (c) For Schedule "F" Watch Clerk employees, hours worked on a day shift beyond (11) hours shall be paid at the rate of double time (2x) in any one (1) day or shift, and on a night shift beyond (9) hours will be paid at the rate of time and one-half (1-1/2x) for the first two hours and double time thereafter for any one day or shift.
- (d) For Schedule "F" Police Guard employees hours worked beyond twelve (12) hours shall be paid at the rate of double time for all hours worked in any one day or shift.

18.02 Overtime Rates on Scheduled Days Off and Statutory Holidays

- (a) All time worked on scheduled days off shall be paid on the basis of double time (2x).
- (b) All time worked on Statutory Holidays shall be paid on the basis of double (2x) the standard rate of pay for every hour worked in addition to their regular holiday pay.

18.03 Time Off in Lieu of Overtime

- (a) Time off with pay, calculated at overtime rates may be taken in lieu of overtime pay. This time off shall be established by mutual agreement between the employee concerned and their Department Head. No employee shall have in excess of ten (10) working days banked at any one (1) time.

18.04 No Layoff to Compensate for Overtime

- (a) Employees shall not be required to layoff in regular hours to equalize any overtime worked except as provided in Clause 18.03.

18.05 Definition of Call-out

- (a) The Employer agrees to pay employees for a minimum of two (2) hours at overtime rates when they are called to work outside of regular working hours or on scheduled days off. Where an employee commences work, the Employer agrees to pay a minimum of three (3) hours at overtime rates.

18.06 For the Purposes of Overtime and Call-out

- (a) It is agreed that in the event of overtime or call-out, the Employer shall ensure that the full-time employee or the posted operator for the job required is called first (1st) and sent on the job if available. If not available, the Employer will utilize 18.06(b).
- (b) The Departments shall periodically establish a list of employees who are:
 - (i) capable of performing the work required and,
 - (ii) willing to work the call-out or overtime and,
 - (iii) such list shall be in order of seniority as defined in Clause 13.01.
- (c) These employees shall be called out as and when required with the proviso that after each employee is called, that name shall revert to the bottom of the list.

18.07 Minimum Pay During Regular Work Day

- (a) In the event of an employee reporting for work in any regular work day and being sent home (for other than disciplinary reasons) before the employee has completed four (4) hours, they shall be paid for four (4) hours at their rate of pay in effect prior to being sent home.

- (b) All scheduled shifts of Program Instructors will be paid as hours actually worked, with a minimum of two (2) hours.
- (c) That any employee reporting for work when it is not their regularly scheduled shift, and not subject to overtime provisions, shall be paid a minimum of two (2) hours.

18.08 Rest Break After Eight (8) Hour Shift

- (a) After working overtime for eight (8) or more consecutive hours in addition to a regular working day or shift, an employee shall be allowed at least eight (8) hours off before returning to work or overtime rates shall be continued.

18.09 Meal Provisions

- (a) In the event that an employee is required to work for a period of time extending at least two (2) hours beyond their scheduled work shift or is called out without twelve (12) hours previous notice and is required to work at a time not included in their scheduled work shift, the Employer shall provide the employee with a meal ticket of a value of fifteen dollars (\$15.00). The Employer shall provide a further meal as above for every four (4) hour period in which the employee is required to work continuously after the first two (2) hours of work extending beyond the employee's scheduled work shift, or after the first four (4) hours of the call-out period as the case may be.

ARTICLE 19 - STATUTORY HOLIDAYS

19.01 List of Statutory Holidays

- (a) All employees except those identified in 19.03 and 19.05 shall receive one (1) day's holiday pay for the following Statutory Holidays:

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

and any day proclaimed by the Federal, Provincial or Municipal Governments as a holiday.

- (b) Full-time employees who work a seven (7) hour day will receive an annual total of seventy-seven (77) hours for their statutory holiday pay. All full-time employees who are working more than seven (7) hours per day will receive an annual total of eighty-eight (88) hours for their statutory holiday pay.

19.02 Holiday Requirements

- (a) An employee shall not be paid for a statutory holiday in the event of absence from work on the work day preceding or the work day following the said holiday unless the employee is on:
 - (i) Annual vacation,
 - (ii) Leave of Absence granted under ARTICLE 22, Clauses 22.02, 22.04, 22.05, or 22.07,
 - (iii) Approved sick leave,
 - (iv) Workers' Compensation Board wage loss benefits the day before a holiday, but at work the day after a public holiday.

19.03 Part-time and Auxiliary Employees

- (a) Part-time and Auxiliary employees shall be paid four point four percent (4.4%) in lieu of the eleven (11) Statutory Holidays, on each pay cheque.

19.04 Holidays on Days Off

- (a) When Statutory Holidays fall on a scheduled day off and no other day is declared in substitution thereof, employees shall receive one (1) day off work in lieu of the holiday at their regular rate of pay, such day off to be taken at a time mutually agreed between the employee and the Department Head.

19.05 Police Guards, Watch Clerks, Norm Wood Environmental Centre Operators, Waterworks Operators and Airport Shift Personnel

- (a) In lieu of the eleven (11) Statutory Holidays, Police Guards, Watch Clerks, Airport Shift Personnel, Norm Wood Environmental Centre Operators and Waterworks Operators shall be granted their annual allotment of hours under 19.01 on January 1st of each year. Such hours shall be taken at a time mutually agreed between the employee and the Department Head.

ARTICLE 20 – VACATIONS

20.01 Vacation Year Defined

- (a) For the purpose of this Article, the vacation year for employees on payroll as of December 31st, 1975 shall be construed as running from January 1st to December 31st.
- (b) Employees starting service after January 1st, 1976, shall have their vacation year construed as running from anniversary date to anniversary date.

20.02 Year of Service Defined

- (a) For the purpose of determining vacation entitlement for the following year, a year of service for this Article, shall consist of not less than:
 - (i) two hundred twenty-five (225) working days, or
 - (ii) for seven (7) hour per day employees - one thousand five hundred seventy-five (1,575) hours,
 - (iii) for eight (8), ten (10) and twelve (12) hour per day employees - one thousand eight hundred (1,800) hours;
 - (iv) an equivalent pro-rated amount for permanent part-time employees; and
 - (v) a year of service shall include:
 - a. days actually worked;
 - b. time off on paid Sick Leave, Workers' Compensation or Weekly Indemnity, or any other approved Leaves of Absences;
 - c. time off on annual vacation or Statutory Holidays;
 - d. leave of absence as granted under Clause 22.03 up to a maximum of twenty (20) working days.

20.03 Vacation Entitlement

- (a) Subject to Clause 20.07 and 20.10:
 - (i) After the first (1st) year of service, each permanent full-time employee shall be granted ten (10) working days vacation with pay.
 - (ii) After the second (2nd) year of service, each permanent full-time employee shall be granted fifteen (15) working days vacation with pay.
 - (iii) After the eighth (8th) year of service, each permanent full-time employee shall be granted twenty (20) working days vacation with pay.
 - (iv) After the fifteenth (15th) year of service, each permanent full-time employee shall be granted twenty-five (25) working days vacation with pay.
 - (v) After the twenty-fourth (24th) year of service, each permanent full-time employee shall be granted thirty (30) working days vacation with pay.
 - (vi) After the twenty-ninth (29th) year of service, each permanent full-time employee shall be granted thirty-five (35) working days vacation with pay.
- (b) Working Days defined:
 - (i) For permanent full-time employees who are scheduled for two thousand eighty (2,080) hours per year, a working day for vacation purposes will equal eight (8) hours.
 - (ii) For permanent full-time employees who are scheduled for one thousand eight hundred twenty (1,820) hours per year, a working day for vacation purposes will equal seven (7) hours.
 - (iii) For permanent part-time employees, see Clause 20.10.

20.04 Supplemental Vacation

- (a) This Clause shall apply to permanent employees only. Entitlement shall be as follows:

- (i) Five (5) working days of supplemental vacation with pay for each five (5) years of consecutive service completed.
- (ii) Ten (10) working days of supplemental vacation with pay after twenty (20) years of consecutive service completed and each five (5) years of consecutive service thereafter.
- (iii) For the purposes of Police Guards, Airport Shift Personnel, and other employees working forty (40) hours per week, supplemental vacation entitlement shall be forty (40) working hours per week.
- (iv) For the purposes of employees working thirty-five (35) hours per week, supplemental vacation entitlement shall be thirty-five (35) working hours per week.
- (v) For the purposes of this Clause, date of hire shall determine entitlement for supplemental vacation.
- (vi) Supplemental vacation is to be taken at a time mutually agreed upon between the employee and the Department Head.
- (vii) Permanent part-time employees working a minimum of seventy-five percent (75%) of the full-time equivalency weekly hours on an annual basis shall earn on a pro-rated basis supplemental vacation based on their regular earnings for the calendar year prior to the supplemental vacation date.

20.05 Agreement on Vacation Time

- (a) Annual vacation shall be taken at a time mutually agreed upon between the employee and the Department Head and should be determined on a seniority basis by March 31st of that year. After this date requests shall be considered on a first come first served basis. Except for the first (1st) year of employment, each employee shall be entitled to an optional one (1) week leave of absence without pay each year. (See 22.03(b).)

20.06 Proportionate Time Off

- (a) In any vacation year in which an employee has not completed a year of service, the employee shall be paid an annual vacation allowance of four percent (4%) of their earnings on regular hours of work at regular rates of pay for ten (10) days vacation entitlement; six percent (6%) for fifteen (15) days entitlement; eight percent (8%) for twenty (20) days

entitlement; ten percent (10%) for twenty-five (25) days entitlement; twelve percent (12%) for thirty (30) days entitlement; or fourteen percent (14%) for thirty-five (35) days entitlement, whichever applies.

20.07 Vacation Pay

- (a) Vacation pay shall be computed at four percent (4%) of earnings on regular hours at work at regular rates of pay for a ten (10) working day vacation entitlement; six percent (6%) for a fifteen (15) day entitlement; eight percent (8%) for a twenty (20) day entitlement; ten percent (10%) for a twenty-five (25) day entitlement; twelve percent (12%) for a thirty (30) day entitlement; or fourteen percent (14%) for a thirty-five (35) day entitlement, whichever applies.
- (b) Vacation pay will be provided to all employees in accordance with Clause 20.03 and Section 20.07(a), however, with the exception of Maternity or Parental Leave of Absence, will neither be earned nor paid for time off on Workers' Compensation Board wage loss benefits, Weekly Indemnity or unpaid Leaves of Absence.
- (c) For all hours worked beyond a permanent employee's regular hours of work or regular rate of pay, including overtime pay, higher classification pay, premium pay, shift work bonus and standby pay, vacation pay shall be calculated and paid out bi-weekly.

20.08 Holidays During Vacation

- (a) If a Statutory Holiday or declared holiday falls on and is observed during an employee's vacation period, they shall be granted one (1) additional day's vacation for each such holiday in addition to their regular vacation time.

20.09 Vacation Entitlement Change

- (a) In any year in which there is a change of Vacation Entitlement, the adjustment shall be made at the beginning of the pay period that includes the employee's anniversary date.

20.10 Permanent Part-Time Vacation

- (a) Permanent part-time employees who are posted into a single position that requires them to work seventy-five percent (75%) or more of permanent full-time hours will receive their annual vacation as time off with pay. This

time off will be calculated pro-rata, based on the regularly scheduled number of hours their position calls for.

- (b) Permanent full-time hours will be defined as either one thousand eight hundred twenty (1,820) hours for those Departments that work a thirty-five (35) hour week or two thousand eighty (2,080) hours for those Departments that work a forty (40) hour week. ARTICLE 16 details the hours of work for Departments and positions.
- (c) Permanent part-time employees who are posted into one (1) or more positions that requires them to work less than seventy-five percent (75%) of permanent full-time hours will receive the annual vacation as a percentage paid on each pay. The percentage will be determined by reference to Clause 20.06.
- (d) Permanent part-time employees who are posted into two (2) or more positions that when the hours are combined requires them to work seventy-five percent (75%) or more of permanent full-time hours will receive the annual vacation as a percentage on each pay. The percentage will be determined by reference to Clause 20.06.
- (e) Permanent part-time employees who are posted into a position that requires them to work seventy-five percent (75%) or more of permanent full-time hours, who work additional hours as an Auxiliary (as per Clause 1.04) will receive their vacation for these Auxiliary hours as a percentage as determined by Clause 20.06.

ARTICLE 21 - SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

- (a) Sick leave is the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Board.

21.02 Unused Sick Leave

- (a) Unused sick leave shall be accrued for future benefits up to a maximum of two hundred (200) working days. Earned sick leave entitlement for each year shall be used before utilizing any accrued sick leave.

21.03 Amount of Sick Leave

- (a) Permanent employees shall earn sick leave on the basis of equivalency to one and one-quarter (1-1/4) days for every month of service from commencement of permanent employment.
- (b) The sick leave credit will be calculated based on regular earnings (pay for regular/stat/auxiliary/WCB top up/jury/bereavement/vacation pay for time taken/employee and family sick/banked time used) as follows:
 - (i) Seven hours per day (7 hr/day) employees:
 $7 \text{ hrs} \times 1.25 \text{ days/month} \times 12 \text{ months} = 105 \text{ hours maximum/yr}$
 $105/1820 = 5.77\%$
 - (ii) Eight hours per day (8 hr/day) employees:
 $8 \text{ hrs} \times 1.25 \text{ days/month} \times 12 \text{ months} = 120 \text{ hours maximum/yr}$
 $120/2080 = 5.77\%$
 - (iii) Guards/Airport shift personnel:
 $11 \text{ hrs month} \times 12 \text{ months} = 132 \text{ hours maximum/yr}$
 $132/2080 = 6.35\%$
 - (iv) All shifts not aforementioned shall be 5.77%.
- (c) There is a cap on the accumulation of sick time on sick time after an employee has taken ten (10) continuous working days of sick time.
- (d) Permanent part time employees as defined in ARTICLE 1.03 will be prorated at the above percentages based upon regular earnings as defined in ARTICLE 21.03(b).
- (e) Lump sums paid out upon termination will not generate sick time credits.

21.04 Notification of Illness

- (a) In order to be eligible for sick leave benefits, the employee shall endeavour to provide to their designated individual as much notice as practical of their inability to report to work. Such notice must be given at least thirty (30) minutes before their regular shift is to commence, provided however that this requirement is relaxed when the employee

cannot reasonably contact the Employer or when the cause could not have reasonably been known.

- (b) If an illness occurs during the course of their shift and the employee feels that they must leave work, then the employee must make a reasonable effort to notify their immediate supervisor or designate prior to leaving the workplace.

21.05 Sick Leave During Vacation

- (a) Should an employee become ill during their vacation, the specific working days will be considered sick days upon receipt of a doctor's certificate confirming illness.

21.06 Sick Leave During Leave of Absence

- (a) Permanent employees on leave without pay or layoff shall retain their sick leave.

21.07 Sick Leave Records

- (a) A record of all unused sick leave shall be reported on bi-weekly pay stubs.

21.08 Extension of Sick Leave

- (a) After the first (1st) anniversary date sick leave without pay for a period up to a maximum of two (2) years, shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted. Extension in excess of this time may only be granted by mutual agreement between the parties hereto.

21.09 Termination of Employment

- (a) On termination or normal retirement after two (2) years of service, but before five (5) years of service, an employee shall be paid one-third (1/3) of their accumulated sick leave.
- (b) On termination or normal retirement, an employee with five (5) years or more of service shall be paid one-third (1/3) of their accumulated sick leave or one (1) month's pay, whichever is the greater.

21.10 Replacement on Extended Leave

- (a) The position of an employee who is on extended leave without pay or Workers' Compensation in excess of one (1) year, shall be posted permanently. If the employee returns to work after a year's absence, the return shall be to their former position.
- (b) If the employee's former position no longer exists the employee shall be given the seniority rights as at Clause 13.03 (Layoff).

21.11 Family Responsibility Leave

- (a) Where no one at home other than the employee can provide for the needs during illness of a spouse, child or parents of the employee, that employee may be allowed to use a maximum of five (5) sick care days per year out of the employee's individual sick leave bank to provide care. Additional time or other circumstances will be reviewed by the Employer on a case by case basis.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 For Union Business

- (a) Where the employer has granted permission to Union representatives to temporarily leave their work in order to carry on negotiations with the Employer or with respect to a grievance with the Employer, they shall suffer no loss of pay for the time so spent.

22.02 Union Conventions

- (a) Leave of absence with pay and without loss of seniority shall be granted upon request to the Employer, to employees elected or appointed to represent the Union at conventions, workshops, Executive and Committee meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. The Union is to reimburse the Employer for wages and benefit costs on a pro-rated basis. Such requests to be in writing and presented one (1) week prior to such leave.
- (b) Leave of absence without pay and without loss of seniority shall be granted for up to two (2) years upon request to the Employer to employees elected to a position with the Canadian Union of Public Employees or its affiliated bodies.

- (c) Leave of absence without pay and without loss of seniority shall be granted for up to six (6) months upon request to the Employer, to an employee appointed to a position with the Canadian Union of Public Employees or its affiliated bodies.
- (d) Additional time may be granted by mutual agreement.

22.03 General Leave

- (a) The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave in writing for good and sufficient cause. During such period of leave of absence, the employee shall not be eligible for Statutory Holiday pay nor shall they be given credit for time in determining sick leave entitlement unless specifically authorized.
- (b) Except for the first (1st) year of employment, each employee shall be entitled to an optional one (1) week leave of absence without pay each year.

22.04 Jury or Court Witness Duty

- (a) Any employee who is required to perform jury duty, or who is required to appear as a Crown witness on a day on which they would normally have worked will be reimbursed by the Employer for the difference between the pay received for jury or witness duty and their regular straight time rate of pay for their regularly scheduled hours of work. The Employee will be required to furnish proof of jury or witness service and pay received.
- (b) Hours paid for jury or witness duty will be counted as hours worked for the purpose of qualifying for vacations and sick leave credits.

22.05 Bereavement Leave

- (a) Employees will be granted leave of absence as follows:
 - (i) Up to five (5) days if necessary in the case of the death or critical illness of a spouse, or a child.
 - (ii) Up to three (3) days if necessary in the case of the death or critical illness of a parent, sibling, parent-in-law, son-in-law, daughter-in-law, or grandparents of the employee. Where normal work days are involved, the employee shall be paid their regular wages for such a day or days.

- (iii) Additional leave of absence without pay shall be granted upon request for compassionate reasons.
- (iv) Up to a maximum of one-half (1/2) day leave shall be granted without loss of salary, wages or benefits to attend as a pallbearer or mourner at the funeral of a deceased City of Campbell River employee provided minimal Departmental staff is maintained.

22.06 Paternity Leave

- (a) Two (2) days leave of absence with pay shall be granted when an employee's spouse is giving birth to a baby. This two (2) day leave of absence shall be taken within one (1) week from the date of birth.
- (b) Additional leave of absence without pay may be granted upon request for compassionate reasons.

22.07 Maternity Leave, Parental Leave and Adoptive Leave

(a) Pregnancy Leave

- (i) Upon request, a pregnant employee will be granted unpaid leave for a period of not more than seventeen (17) consecutive weeks or such longer period as mutually agreed between the employee and the Employer. Such employee shall also be entitled to Parental Leave pursuant to Section 22.07(d).
- (ii) The period of pregnancy leave shall commence on a date determined by the employee, but no sooner than eleven (11) weeks prior to the estimated birth date, and ending no earlier than six (6) weeks after the actual birth date.
- (iii) The request to take pregnancy leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and include the probable birth date.
- (iv) An employee on commencement of pregnancy leave shall provide the Employer with their return to work date.
- (v) The period of pregnancy leave shall abut any period of Parental Leave taken under the provisions of Section 22.07(d).

- (vi) Pregnancy leave shall be extended for up to an additional six (6) consecutive weeks or such longer period as deemed necessary, for illness of the new-born child(ren) where a Doctor's certificate is presented, or for reasons related to the birth or the termination of the pregnancy.

(b) Early Return and Emergency Situations

- (i) In the case of an incomplete pregnancy, death of a child or other special situations, an employee may return to work earlier than provided in the agreed upon leave provided that a minimum of ten (10) working days written notice is given to the Employer.
- (ii) The employee intending to make an early return to work will submit a written application together with a medical certificate stating that the employee is fit to return to work.

(c) Adoption Leave

- (i) Upon request, an employee shall be granted an unpaid leave of absence for up to thirty-seven (37) weeks following the adoption of a child. The employee shall furnish proof of adoption.
- (ii) When both parents are employees of the Employer, the total period of adoption leave to be taken by either or both parents is thirty-seven (37) weeks. Leave shall only be granted to one (1) employee parent at a time. The parents shall decide the periods which either or both of them will take the leave subject to the agreement of the Employer.

(d) Parental Leave

- (i) An employee who requests Parental Leave shall be entitled to up to thirty-seven (37) consecutive weeks of unpaid leave or another number as stated in the *Employment Standards Act*:
 - a. for a birth mother immediately after the end of the pregnancy leave unless the employee and the Employer agree otherwise, to a maximum of thirty-five (35) weeks;
 - b. for a birth father, after the child's birth and within fifty-two (52) weeks after the event, and,

- c. for an adopting parent within fifty-two (52) weeks after the child is placed with the parent.
- d. Where both parents are employees of the Employer, the employees shall determine the apportionment of Parental Leave between them subject to the agreement of the Employer. The total Parental Leave when shared between both parents shall not exceed thirty-seven (37) weeks.
- e. The request to take Parental Leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave, and be accompanied by:
 - i. a certificate of a medical practitioner or other evidence stating the date of birth of the child(ren) or the probable date of birth of the child(ren); or
 - ii. a letter from the agency placing the child(ren) providing evidence of adoption of the child(ren).
- f. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under this provision.

(e) Extended Pregnancy/Parental Leave

- (i) The Employer may grant to the employee an additional leave of absence without pay and without loss of seniority to a maximum of six (6) months upon written request at least ten (10) working days prior to the expiration of pregnancy leave and/or parental leave.
- (ii) The employee may maintain health and employee benefits in accordance with the respective Plans, if the employee so wishes, by payment of the cost of such benefits by the employee.
- (iii) The employee returning to work after extended pregnancy/parental leave shall provide the Employer with at least ten (10) working day's notice.
- (iv) On return from extended pregnancy/parental leave, the employee shall return to the position previously held by the employee.

22.08 Community Service

- (a) An employee who performs Volunteer Emergency Services in the City of Campbell River, may request an unpaid leave. Such leave shall not unreasonably be denied.

22.09 Compassionate Care Benefits

- (a) The Employer will grant a leave of absence without pay for Employees who seek Compassionate Care Benefits in accordance with the Employment Insurance Regulation of Canada.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Wages and Pay Periods

- (a) Pay shall be in accordance with Schedules "A", "B", "C", "D", "E", "F" and "G" of this Agreement.
- (b) Pay days shall be on alternate Fridays.
- (c) If any pay day falls on a holiday, the pay day shall be the last working day immediately preceding the holiday.
- (d) The Employer shall deposit directly to the employee's account, as indicated on the appropriate direct deposit authorization form, all payment of wages and allowances of each employee who so authorizes the Employer.

23.02 Premium Pay

- (a) Unless it is a recognized category, any employee shall be paid at the rate of regular pay plus fifty cents (\$0.50) for each hour, with a minimum of two (2) hours, if they are required to:
 - (i) work on the asphalt spray truck,
 - (ii) operation of nuclear densimeter,
 - (iii) hot mix paving,
 - (iv) use of herbicides and pesticides,
 - (v) handling of cold mix paving,
 - (vi) handling of chlorine,
 - (vii) road marking (painting),
 - (viii) concrete and cement work,
 - (ix) collection of outside garbage,

- (x) (a) Working with sewage in all other circumstances except as detailed in (x)(b).
 - (b) Working in a confined space dealing with sewage or repairing a broken sewage line. For all hours worked in these activities, employees shall be paid at the rate of regular pay plus one dollar (\$1.00) for each hour worked with a minimum of two (2) hours.
- (b) For all hours worked on full-body disinterments, employees shall be paid at double time (2X).
 - (c) All airport employees whose position is listed in Schedule "G" and the listed position is followed by "Auxiliary" are required to complete the Airport Auxiliary Fire Service Program as established by the Employer, within six (6) months of hire. Upon successful completion of the training, a premium of ten cents (\$0.10) per hour, for all hours worked, shall be paid.
 - (d) When a female prisoner is brought into the RCMP detachment and there is no female RCMP member available, any qualified female employee, on the list and working in the facility at the time, can be asked to complete a search of the prisoner. The order they will be contacted is as follows:
 - (i) Call in a female auxiliary or secondary guard;
 - (ii) If none are available then any qualified and trained female auxiliary employee working in the RCMP detachment at the specific time will be asked to perform the search. They will receive no additional compensation.
 - (iii) If there is no female auxiliary worker available, full time female staff who are trained, qualified and present in the detachment will be called upon. They will be compensated at the rate of one hour of double time for each search that is conducted.
 - (iv) The list of those female and auxiliary and full time employees who are trained and qualified will be maintained by the RCMP Municipal Manager.

23.03 Standby Pay

- (a) An employee who is required to standby shall be paid at the flat rate of four hundred dollars (\$400.00) per week.

- (b) Standby pay may be banked on the basis of one (1) hour bank time for each hour of pay that the employee is entitled to receive subject to Clause 18.03.

23.04 Tool Allowance

- (a) A Tradesperson who is required to supply their own tools shall be paid an expense allowance of thirty cents (\$0.30) for each hour worked.
- (b) Tradespersons' personal tools which are lost, broken or damaged while in use by other employees on Employer business, shall be replaced by the Employer subject to the submission of receipts.

23.05 First Aid Ticket

- (a) Employees who are required by the Employer to hold a minimum Level II Workers' Compensation Board Occupational Health and Safety Certificate will be paid a premium of twenty-five cents (\$0.25) per hour. This premium will only be paid when the employee is designated to be the site first aid attendant and responsible for first aid duties in addition to their normal duties.
- (b) The Employer agrees to pay the cost including wages of required courses in order that an employee may maintain any Employer required first aid certification.

23.06 Trades Qualification Tickets

- (a) A Tradesperson shall be defined as a Mechanic, Electrician, Horticulturist, Carpenter, Welder or Plumber holding a Trade Qualification Ticket and any other Trade as mutually agreed upon by the Union and the Employer.

23.07 Footwear

- (a) If the Employer determines that an employee is required to wear protective footwear that provides toe protection, metatarsal protection, puncture-resistant soles, dielectric protection or any combination of these, the footwear must meet the requirements of CSA Standards CAN/CSA-Z195-M92 Protective Footwear.
- (b) The Employer will provide to all permanent employees who are required by the Employer to wear protective footwear as part of their job, one hundred dollars (\$100.00) annually towards the purchase of approved safety footwear.

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Changes in Classification

- (a) When any position not covered by this Agreement is established within the Agreement during the lifetime of the Agreement, or an existing classification is materially changed, the rate of pay shall be subject to discussion at the Joint Consultation Committee between the Employer and the Union before the position is filled, if feasible. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to the Bargaining Committee and if necessary, arbitration. The new rate so established shall become retroactive to the time the position was first filled.
- (b) Where a position is reclassified upward with a hourly wage increase of up to five percent (5%), the incumbent will retain that position and receive the rate of pay as determined in (a) above, provided they possess the requisite qualifications.
- (c) The incumbent of a position that is reclassified downward will retain that position and be red-circled at their current rate until such time as the rate for the position equals or surpasses the rate of the incumbent.

24.02 Lower Classification

- (a) An employee temporarily leaving their own classification to work at a classification carrying a lower rate shall be paid at their regular rate.

24.03 Higher Classification

- (a) An employee required by the Employer to undertake the duties of a job classification carrying a higher rate of pay shall be paid for the time so worked, and if this time exceeds four (4) hours in any one (1) shift, they shall be paid the higher rate for the entire shift.

24.04 Operation of Equipment

- (a) Leadhands shall not operate equipment when regular or qualified operators are available except in cases of emergencies or periods of short-term duration where an equipment operator is not readily available or on the job site.

ARTICLE 25 – BENEFITS

25.01 Medical and Extended Health benefits will be available after thirty (30) days. Dental, Group Insurance and Sick Leave benefits will be available after three (3) month's service.

25.02 Pension Plan

- (a) Employees shall participate in the existing Pension Plan in accordance with the terms of the Plan and in any future Plan that may be entered into by mutual agreement of the parties hereto. All employees shall be retired at the maximum age the Plan allows without exception.

25.03 Medical Services Plan

- (a) The Employer shall contribute one hundred percent (100%) of the premiums of the recognized Medical Plan for all participating employees. (Refer to Addendum "A" for more details.)

25.04 Extended Health Benefit Plan

- (a) The Employer shall contribute one hundred percent (100%) of the premiums of the recognized Extended Health Benefit Plan for all participating employees. (Refer to Addendum "A" for more details.)

25.05 Group Insurance

- (a) Employees shall participate in a mutually agreeable Group Insurance and Weekly Indemnity Policy in accordance with the terms of the Policy, with the Employer paying eighty percent (80%) of the regular monthly premium, the employee's share to be deducted from their pay. (Refer to Addendum "A" for more details.)

25.06 Dental Plan

- (a) Employees shall participate in a mutually agreeable Dental Plan Policy in accordance with the terms of the Policy with the Employer paying seventy percent (70%) of the regular monthly premium, the employee's share to be deducted from their pay. (Refer to Addendum "A" for more details.)

25.07 Continuing Benefits During Layoff

- (a) Subject to regulations of the insurers, an employee may during a layoff continue to pay one hundred percent (100%) of the premiums for a

period not longer than four (4) months and the Employer agrees to forward such premiums if paid at the required time. Should the employee return to work within four (4) months, the Employer shall reimburse the employee eighty percent (80%) of the premiums paid for Group Life and seventy percent (70%) of the premiums paid for the Dental Plan and one hundred percent (100%) for Group Medical.

25.08 Continuing Benefits During Extended Illness

- (a) Subject to the regulations of the insurers, the conditions outlined in Clauses 21.03 and 21.08, and the receipt of a letter of understanding from the employee involved, the Employer agrees, during the extended illness, to pay one hundred percent (100%) of the premiums. Upon return to work or termination, the employee shall reimburse the Employer twenty percent (20%) of the premiums paid for Group Life Insurance and thirty percent (30%) of the premiums paid for Dental Plan except for Medical Services Plan and Extended Health Benefit Plan premiums.

25.09 Permanent Part-Time Employee Benefits

- (a) A permanent part-time employee, as defined in Clause 1.03, shall be entitled to the following benefits:
 - (i) Medical Coverage and Extended Health Benefits on the terms described in Clauses 25.03 and 25.04 after the completion of one (1) month of continuous service;
 - (ii) Group Life Insurance and the Dental Plan on the terms described in Clauses 25.05 and 25.06 after the completion of three (3) months of continuous service subject to working a minimum of seventy-five percent (75%) of the full-time equivalency weekly hours on an annual basis.
 - (iii) Sick leave benefits will be available as per ARTICLE 21.

ARTICLE 26 - WORKERS' COMPENSATION BOARD

26.01 W.C.B. Payments

- (a) An employee in receipt of Workers' Compensation Benefits shall have their full pay made up for the first (1st) five (5) working days and they may choose either of the following options if they are on Workers' Compensation Benefits in excess of five (5) days:

- (i) on the sixth (6th) and subsequent days, full pay may be made up from sick leave credits available; or
 - (ii) from the sixth (6th) day to a maximum of one (1) year, the Employer shall pay one hundred percent (100%) of the following benefits: Medical Services Plan, Group Insurance/Weekly Indemnity, Dental Plan and Extended Health.
- (b) During the period of Workers' Compensation Benefits, an employee shall not be allowed to change their decision regarding Section 26.01(a)(i) or 26.01(a)(ii).

ARTICLE 27 - SAFETY

27.01 Occupational Health & Safety Committee

- (a) An Occupational Health & Safety Committee shall be set up as required by the provisions of the Workers' Compensation Board. The Union shall appoint one (1) member for each Department to this Committee. Meetings shall be held once each month during working hours.
- (b) The Employer and the Union agree to co-operate in improving the safety and occupational health of employees and in educating employees and supervisors in proper safety practices and procedures.

27.02 Compliance with Health and Safety Legislation

- (a) The parties to this Agreement recognize and shall comply with applicable federal, provincial, and municipal Health & Safety Legislation and Regulations such as the Occupational Health & Safety Regulation established under the Workers' Compensation Act and Regulations established under WHMIS (Workplace Hazardous Material Information System).

27.03 Correction of Unsafe Conditions

- (a) Whenever an employee observes what appears to be an unsafe or harmful condition or act the employee shall report it as soon as possible to a supervisor or to the Employer. The person receiving the report shall investigate the reported unsafe conditions or act and shall ensure that any necessary corrective action is taken without delay.

- (b) No employee shall be disciplined for bringing to the attention of a supervisor any unsafe practice or condition that may be detrimental or pose a hazard to other employees, or the public in general.

ARTICLE 28 - TECHNOLOGICAL CHANGE

28.01 Union Notification of Changes

- (a) Three (3) months before the introduction of any technological change as defined by the Labour Code of British Columbia, affecting two (2) or more employees, the Employer shall notify the Union of the proposed technological change.

28.02 Severance Pay

- (a) No regular employee shall be dismissed because of technological change except upon one (1) week's notice, pay included, for each year of service, with a maximum of four (4) weeks, during which time they will be allowed up to five (5) hours per week with pay for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice the employee shall inform the Employer if they elect to receive severance pay as herein provided or whether they wish to be laid off in accordance with ARTICLE 13 of this Agreement.
- (b) If the employee elects to receive severance pay, they shall lose seniority in accordance with ARTICLE 13 of this Agreement, and even if rehired by the Employer at a later date, shall not again be entitled to severance pay as provided in this Article.
- (c) The severance pay payable (in addition to the Agreement provisions) to an employee pursuant to this Clause shall be one (1) month's pay at regular rates for every three (3) full years of service completed by the employee, provided however that the severance pay shall not be less than one (1) month's pay or more than three (3) month's pay.

28.03 Training Benefits/Period

- (a) Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employee shall, at the expense of the Employer, be given a period of time not to exceed six (6) months during which they shall acquire the skills necessitated by the new method of operation. There shall be no reduction in wages or salary rates during the training period of any such

employee and no reduction in pay upon being reclassified in the new position.

- (b) The training provided for in this Clause shall be given during the hours of work. Any time devoted to training due to technological change shall be considered as time worked.
- (c) If an employee who is displaced by technological change is retrained for, or takes a position with the Employer that is at a lower rate of pay, they shall be entitled to only one-half (1/2) of the pay increase given to the new position until their rate of pay becomes the same as that provided for the new position.

28.04 Layoff

- (a) Notwithstanding anything contained elsewhere in this Agreement, any employee who has been laid off for two (2) months or more prior to the introduction to a technological change, shall be deemed not to be affected by the technological change and will not be entitled to any of the benefits provided for in this Article.

28.05 No New Employees

- (a) No additional employees under this Article shall be hired by the Employer until the provisions of Clause 28.03(a) have been adhered to.

ARTICLE 29 - GENERAL CONDITIONS

29.01 Bulletin Boards

- (a) The Employer shall provide suitable bulletin boards in all shops upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

29.02 Special Clothing

- (a) Proper gloves shall be provided for garbage pickup and sanitary employees.
- (b) Survey vests shall be provided for the survey crews. Coveralls shall be provided for the Mechanics, Carpenters, Sewage Treatment Plant Operators, Waterworks, Patching, Road Marking and Cement Finishing crews.

- (c) Other special clothing will be provided by mutual agreement.

29.03 Uniforms

- (a) Whenever an employee is required to wear a uniform, the Employer shall supply same, replace as and when required and clean these items only; pants, coat, jacket and sweater.

29.04 Per Diem

- (a) A per diem will be paid to Employees while travelling on Employer's business at the rate established in the Employer's policy for the Employer's excluded staff.

29.05 Instructional Courses and Apprenticeship Training Program

(a) Instructional Courses

- (i) The Employer agrees to pay the full cost of any courses of instruction required by the Employer to better qualify the employee to perform their job.

(b) Apprenticeship Training Program

- (i) Where an employee is on a bona fide Apprenticeship Training Program and is required to attend school as a prerequisite to that Program, the employee will receive the equivalent of their regular wages while attending school and will, in turn, reimburse the Employer training funds paid to them under the Vocational Training Program, exclusive of the living-away-from-home allowance.

(c) Job Training Program

- (i) The Employer agrees, whenever practical, to provide an opportunity for employees to receive on-the-job training to facilitate qualifications for promotions.
- (ii) The Employer and the Union agree to establish a Joint Training Committee with two (2) members chosen by the Union and two (2) members of Management to determine areas of needs, areas where there is lack of coverage, or opportunities for permanent employees to receive training to facilitate qualifications for promotion.

- (iii) The Employer further agrees to establish a fund in the amount of five thousand dollars (\$5,000) annually, which will be allocated by the Employer based on the recommendation of the Committee.

29.06 Strike Clause

- (a) Failure to cross a legal picket line by members of the Union shall not be considered a violation of this Agreement.
- (b) The Union agrees to cover those essential services which are necessary to protect the health of the citizens, namely water distribution, sanitary sewers, surface drainage, and interment.
- (c) The Employer shall not request, require or direct employees within this bargaining unit to perform work resulting from legal strikes, nor shall the employees be required to cross any picket lines legally established under the Statutes of British Columbia.

29.07 Contracting Out

- (a) No full-time employee will suffer a layoff or reduction in their hours of work as a result of the Employer contracting out the employee's posted position.

29.08 Personnel Records

- (a) There shall be not more than one (1) personnel file for each employee, which shall be kept at the Employer's Administrative building.
- (b) Employees shall have supervised access to review their personnel file, and shall have the right to have copies of any material contained in their personnel file.
- (c) Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.
- (d) No evidence from the employee's record of which the employee was not aware may be introduced as evidence in any hearing.
- (e) Employee files will be purged of all disciplinary material once an employee has three (3) continuous years free of disciplinary notation from the date of the last disciplinary notation in their file.

29.09 Criminal Record Checks

- (a) Employees required by the Employer to undergo a criminal record search shall have the costs borne by the Employer.

29.10 Certifications

- (a) Employees required to attend courses and seminars, and maintain certification, shall have costs associated reimbursed by the Employer as per the City's Training Policy.

ARTICLE 30 - TERM OF AGREEMENT

30.01 This Agreement shall be binding and remain in full force and effect from the 1st day of January 2004 to the 31st day of December 2006, and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Labour Code of British Columbia.

30.02 If negotiations extend beyond the anniversary date of this Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

30.03 All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

IN WITNESS WHEREOF the Corporate Seal of the City of Campbell River has been hereunto affixed, attested by the hands of its proper Officers in that behalf, and has been executed by the duly authorized Officers of the Union on the day and year first above-written.

SIGNED FOR THE CITY OF CAMPBELL
RIVER

SIGNED FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 401

Mayor

Blaine Gurrie, First Vice-President, CUPE
Local 401

City Manager

Diana Bell, CUPE Local 401, Campbell
River Unit Negotiating Chairperson

SCHEDULE 'A'- HOURLY RATES

<u>PAY GROUP</u>	<u>CLASSIFICATION RATE</u>	<u>2003 Rates</u>	<u>2004 Rates</u>	<u>2005 Rates</u>	<u>2006 Rates</u>
A	Co-op Program Students	14.66	14.95	15.25	15.56
B	Labourer	20.20	20.60	21.01	21.43
	Rodman – Chainman				
	Custodian				
C	Pipelayer	20.69	21.10	21.52	21.95
	Tapper				
	Form Setter				
	Operator in Training				
D	Equipment Operator I	20.94	21.36	21.79	22.23
	Cement Finisher				
	Water Works Operator I				
	Sewer Treatment Plant Operator I				
E	Maintenance Man	21.16	21.58	22.01	22.45
	Instrument Man				
F	Water Works Operator II	21.33	21.76	22.20	22.64
	Equipment Operator II				
	Sewer Treatment Plant Operator II				
G	Carpenter Handyman	21.41	21.84	22.28	22.73
H	Storeman, Dispatcher	22.23	22.67	23.12	23.58
	Clerk/Technician				
I	Equipment Operator III	22.66	23.11	23.57	24.04
	Water Works Operator III				
	Sewer Treatment Plant Operator III				
J	Survey Technician	23.88	24.36	24.85	25.35
K	Mechanic, Mechanic/Operator	24.45	24.94	25.44	25.95
	Electrician Maintenance Man				
	Gardener, Carpenter, Welder, Plumber				
L	Leadhand	24.79	25.29	25.80	26.32

OPERATOR SCHEDULE

- I. Ride on Roller, Small Tractor Type Lawn Maintenance Equipment; Mini-Dump when equipped with a sander and is being used during snow removal; Forklift, Flat-deck Truck when equipped with sander for snow removal or when equipped with the water tank, Diamond Saw and Paint Sprayer.
- II. Front End Loader, Large Gang Mower, Street Sweeper, Single axle Dump Truck, Bucket Truck and HIAB.
- III. Grader, Backhoe, Vacuum Truck, Single axle Dump Truck – which requires a Class 1 License with air endorsement, and Single axle Dump Truck – equipped with sander when used for snow removal.

SCHEDULE 'B'- HOURLY RATES
SWIMMING POOL/RECREATION PROGRAMMES

<u>SWIMMING POOL</u>	<u>2003</u> <u>Rates</u>	<u>2004</u> <u>Rates</u>	<u>2005</u> <u>Rates</u>	<u>2006</u> <u>Rates</u>
Certified Instructor II	16.35	16.68	17.01	17.35
Head Life Guard	17.00	17.34	17.69	18.04
Pool Supervisor	17.68	18.03	18.39	18.76

<u>RECREATIONAL PROGRAMMES</u>	<u>2003</u> <u>Rates</u>	<u>2004</u> <u>Rates</u>	<u>2005</u> <u>Rates</u>	<u>2006</u> <u>Rates</u>
Custodian	20.20	20.60	21.01	21.43
Instructor / Leader	14.66	14.95	15.25	15.56
Certified Instructor I	15.19	15.49	15.80	16.12
Certified Instructor II	16.35	16.68	17.01	17.35
Supervisor	17.68	18.03	18.39	18.76

SCHEDULE 'C'- HOURLY RATES

<u>PAY GRADE</u>	<u>CLASSIFICATION</u>	<u>2003 RATES</u>	<u>2004 Rates</u>	<u>2005 Rates</u>	<u>2006 Rates</u>
1	Accounting Clerk Trainee	20.20	20.60	21.01	21.43
2	General Clerk	20.20	20.60	21.01	21.43
3	Accounting Clerk I	20.39	20.80	21.22	21.64
	Steno II				
4	General Clerk II	20.67	21.08	21.50	21.93
5	Accounting Clerk II	20.88	21.30	21.73	22.16
6	Steno III	21.32	21.75	22.19	22.63
7	General Clerk III	21.41	21.84	22.28	22.73
8	Accounting Clerk III	21.96	22.40	22.85	23.31
9	Information Services Technician	22.21	22.65	23.10	23.56
10	Clerk Technician	22.23	22.67	23.12	23.58
11	Accountant I	23.15	23.61	24.08	24.56
12	Assistant Purchasing Agent	24.12	24.60	25.09	25.59
13	Building Inspector I	24.44	24.93	25.43	25.94
	Planning Assistant,				
	Development Information Officer,				
	Bylaw Enforcement Officer				
14	Information Services Technologist	24.99	25.49	26.00	26.52
15	Building Inspector II	25.98	26.50	27.03	27.57
	Accountant II				
16	Building Inspector III	27.54	28.09	28.65	29.22
17	Accountant III	28.36	28.93	29.51	30.10
	Data Processing Supervisor				
18	Planner	29.24	29.82	30.42	31.03
	Unskilled Clerical Help	16.20	16.52	16.85	17.19

SCHEDULE 'D' HOURLY RATES
RECREATION EMPLOYEES

<u>CLASSIFICATION</u>	<u>2003 Rates</u>	<u>2004 Rates</u>	<u>2005 Rates</u>	<u>2006 Rates</u>
Steno II	20.39	20.80	21.22	21.64
Steno III	21.32	21.75	22.19	22.63
Programmer	20.67	21.08	21.50	21.93
Program Coordinator	24.44	24.93	25.43	25.94

SCHEDULE 'E' HOURLY RATES
ENGINEERING EMPLOYEES

<u>CLASSIFICATION</u>	<u>2003 Rates</u>	<u>2004 Rates</u>	<u>2005 Rates</u>	<u>2006 Rates</u>
Engineering Services Technician	23.32	23.79	24.27	24.76
Senior Engineering Services Technician	24.16	24.64	25.13	25.63
Engineering Services Technologist	24.99	25.49	26.00	26.52
Senior Engineering Services Technologist	26.10	26.62	27.15	27.69

SCHEDULE 'F' HOURLY RATES
R.C.M.P. EMPLOYEES

<u>CLASSIFICATION</u>	<u>2003 Rates</u>	<u>2004 Rates</u>	<u>2005 Rates</u>	<u>2006 Rates</u>
Secondary Guard	17.78	18.14	18.50	18.87
Custodian	20.20	20.60	21.01	21.43
Police Guards	20.20	20.60	21.01	21.43
Steno II	20.39	20.80	21.22	21.64
Watch Clerk				
Court Liaison/Exhibit Custodian	20.71	21.12	21.54	21.97
Quality Control Clerk	21.41	21.84	22.28	22.73
Ross/Lan Clerk	22.21	22.65	23.10	23.56
Ident Technician				

SCHEDULE 'G' HOURLY RATES
AIRPORT EMPLOYEES HOURLY RATES

<u>CLASSIFICATION</u>	<u>2003 Rates</u>	<u>2004 Rates</u>	<u>2005 Rates</u>	<u>2006 Rates</u>
Custodian	20.20	20.60	21.01	21.43
Airport Specialist	21.72	22.15	22.59	23.04
Airport FF/Operator Trainer	22.64	23.09	23.55	24.02
Airport Operator II/Auxiliary FF/Fire Service Trainer/Coordinator	22.64	23.09	23.55	24.02
Airport Operator II/Auxiliary FF/Maintenance and Airport Fueling Trainer/Coordinator	22.64	23.09	23.55	24.02
Mechanic/Operator/Auxiliary Fire fighter	24.45	24.94	25.44	25.95
Electrician/Operator/Auxiliary Fire fighter	24.45	24.94	25.44	25.95
Airport Lead hand	24.79	25.29	25.80	26.32
Clerk Technician	22.23	22.67	23.12	23.58

Note – Airport Specialist includes Equipment Operations and Auxiliary Firefighting duties

ADDENDUM 'A'

SECTION 25.03 - MEDICAL SERVICES PLAN

This Plan provides basic medical coverage to permanent residents of British Columbia. Coverage is available to Canadian citizens and landed immigrants who make their permanent home in British Columbia after a statutory waiting period being the remainder of the month of arrival plus two (2) months. A general outline pamphlet describing the Plan is available from payroll. Employees are encouraged to check with a private insurance carrier for additional coverage when travelling outside of the Province.

SECTION 25.04 - EXTENDED HEALTH BENEFIT PLAN

This Plan generally covers expenses incurred as a result of necessary treatment of illness or injury and, where applicable, when ordered by a physician. The Plan will not cover any benefits for which provision is made under the Medical Services Act or the B.C. Pharmacare Plan. The lifetime maximum will increase from seven thousand five hundred dollars (\$7,500.00) to twenty-five thousand dollars (\$25,000.00) effective January 1, 2002.

Claim Procedure

1. Hold receipts until allowable charges are in excess of the deductible amounts.
2. Obtain an Extended Health Benefits claim form from payroll.
3. Employees have until June 30th to finalize claims from the previous year. Note - When prescription drug receipts exceed the Pharmacare deductible, claims for reimbursement are submitted to Pharmacare. Pharmacare claims for the previous year must be submitted by March 31st.
4. Receipts are required for items claimed.

The Plan presently provides for an annual deductible of twenty-five dollars (\$25.00) per year per family or single person. Once the deductible has been satisfied, reimbursement is made on eighty percent (80%) of the incurred eligible expenses.

In addition to the standard Extended Health Benefits, the Employer carries a hearing aid option which provides for the reimbursement of expenses incurred for the purchase of hearing aids for adults when prescribed by a certified ear,

nose and throat specialist or supplied by an audiologist on the recommendation of a physician and surgeon (expenses for repairs, maintenance, recharging devices and other such accessories are not eligible). Effective with the signing of this Agreement the benefit for hearing aids will increase to a maximum of two thousand (\$2,000) dollars lifetime limit.

An eyeglass option which covers the cost of eyeglasses up to a maximum of three hundred dollars (\$300.00) once every twenty-four (24) months.

The usual twenty-five dollar (\$25.00) deductible and twenty percent (20%) co-insurance applies to all options in the Plan.

A pamphlet is available from payroll which explains benefits available in more detail.

SECTION 25.05 - GROUP INSURANCE/WEEKLY INDEMNITY

(a) This Section was amended in 1986 to one and one-half times (1-1/2x) the annual salary to a maximum of one hundred thousand dollars (\$100,000.00) to meet the requirements of E.I. with respect to sharing cost savings on premium reduction with employees.

(b) Accidental Death and Dismemberment Insurance

This benefit provides insurance against loss of life, limbs or the entire and irrecoverable loss of sight. Benefits are payable only if the loss results directly from bodily injuries caused by an accident and loss occurs within three hundred sixty-five (365) days after the date of the accident which caused the loss. Benefit level is the same as for life insurance.

(c) Weekly Indemnity Insurance

Benefit amount is sixty-six and two-thirds percent (66-2/3%) of weekly salary to the next higher one dollar (\$1.00) if not already a multiple thereof, to the E.I. maximum.

The benefit becomes payable as follows:

Accident: zero (0) days

Sickness: seven (7) days or expiration of all accumulated sick leave, whichever is the greater.

The maximum benefit period is twenty-six (26) weeks and the benefit terminated on the employee's sixty-fifth (65th) birthday.

SECTION 25.06 - DENTAL PLAN AND DENTAL EXPENSE INSURANCE

"Reasonable and customary" charges mean the usual charges when there is no insurance excluding any portion which exceeds the prevailing schedule of fees, for services of a general practitioner, of the Provincial Dental Association.

Benefits will not be paid for:

- (a) services for which benefits are payable under any *Workers' Compensation Act*,
- (b) services required as a result of self-inflicted injuries while sane or insane,
- (c) services required as a result of civil disorder or war,
- (d) services performed by a person who is ordinarily resident in the patient's home,
- (e) services for which benefits are payable under any Government Plan,
- (f) services required as a result of committing or attempting to commit a criminal offence,
- (g) services for which reimbursement is made by reason of the legal liability of any other party, to the extent of such reimbursement,
- (h) services by other than a dentist except those services which may be performed by legally qualified auxiliary personnel under the supervision of a dentist, or those services which may be performed by a parodontal practitioner under the terms of the practitioner's license.

Orthodontic Dental Expense Insurance

If a member incurs any of the eligible expenses for necessary dental services, the Orthodontic Dental Expense benefit will provide reimbursement for fifty percent (50%) of the charges for the eligible expenses.

The maximum lifetime amount payable for each individual is one thousand five hundred dollars (\$1,500.00). Effective April 1, 2003 the maximum lifetime amount payable for each individual is two thousand five hundred dollars (\$2,500.00)

The Orthodontic eligible expenses are reasonable and customary charges for:

- (a) correction of malocclusion, and
- (b) orthodontic treatment.

Canadian Dental Association Procedure Codes will be listed in the Dental Policy for precise definition of coverage.

Restorative Dental Expense Benefit

If a member incurs any of the eligible expenses for necessary dental services, the Restorative Dental Expense benefit will provide reimbursement for a percentage of the charges for the eligible expense. The percentage payable and the calendar year maximum are shown in the Schedule of Insurance.

The Restorative eligible expenses are reasonable and customary charges for:

- (a) crowns, inlays, onlays;
- (b) fixed bridgework;
- (c) partial and complete dentures;
- (d) repair or re-cementing of crowns, inlays, onlays, bridgework and dentures, or relining dentures;
- (e) periodontal surgery, post surgical treatment and appliances;
- (f) examinations;
- (g) replacement of an existing denture, bridgework, crown, inlay, onlay or periodontal splinting where:
 - (i) the replacement is required to replace an existing denture, bridgework, crown, inlay, onlay or periodontal splinting which was installed at least five (5) years prior to the replacement, and the replacement takes place at least twelve (12) months after the member or dependant became insured for this benefit (subject to a maximum eligible expense of the value and quality of the replaced), or
 - (ii) the replacement is required to replace an immediate temporary denture which was installed while the member or dependant was insured for this benefit;

- (h) the addition of teeth to an existing partial denture or fixed bridgework where the addition is required to replace one (1) or more teeth removed while the member or dependant was insured for this benefit.

Benefits will not be paid for:

- (a) services which are cosmetic in nature;
- (b) dentures and bridgework (including crowns and inlays forming the abutments) to replace a tooth or teeth removed before the member or dependant became insured for this benefit, or to replace a tooth or teeth congenitally missing;
- (c) crowns placed on a tooth not functionally impaired by incisal or cuspal damage;
- (d) dentures which have been lost, stolen or mislaid;
- (e) prosthetic devices which were ordered before the member or dependant became insured for this benefit, or which were ordered while the member or dependant was insured for this benefit but are installed more than thirty (30) days after the termination of the insurance.

Canadian Dental Association Procedure Codes will be listed in the Dental Policy for a precise definition of coverage.

Preventive Dental Expense Benefit

If a member incurs any of the eligible expenses for necessary dental services, the Preventive Dental Expense benefit will provide reimbursement of a percentage of the charges for the eligible expenses in excess of any deductible. The percentage payable, any deductible and the calendar year maximum are shown in the Schedule of Insurance.

The Preventive eligible expenses are reasonable and customary charges for:

- (a) examination and diagnosis;
- (b) tests and laboratory examinations;
- (c) radiographs, but not exceeding one (1) complete series of periapical films every five (5) years, one (1) panoramic every five (5) years, and bitewing once every six (6) months;

- (d) preventive services, but not exceeding dental prophylaxis and a fluoride treatment once every six (6) months;
- (e) space maintainers not involving the movement of teeth;
- (f) plastic fillings (amalgam, silicate, acrylic or equivalent);
- (g) endodontics (root canal therapy);
- (h) periodontal treatment excluding surgery, post-surgical treatment, prosthesis or appliances, but not exceeding eight (8) time units of occlusal equilibration every year;
- (i) oral surgical procedures including the removal of teeth (erupted, unerupted or impacted) but excluding periodontal surgery;
- (j) general anesthesia in connection with oral surgical procedures covered under item (i).

Canadian Dental Association Procedure Codes will be listed in the Dental Policy for precise definition of coverage.

COUNSELLING SERVICES

It is agreed that Counselling Services provided by a registered clinical psychologist for employees up to a maximum of five hundred dollars (\$500.00) per year, either referred by a physician or through the Employee and Family Assistance Program (EFAP) will be provided.

NOTE:

THE INFORMATION CONTAINED IN THIS ADDENDUM IS FOR GENERAL INFORMATIONAL PURPOSES ONLY. ANY CONTRADICITON, DISPUTE OR DIFFERENCE BETWEEN THIS ADDENDUM AND PLANS SHALL BE RESOLVED BY REFERENCE TO THE APPROPRIATE CONTRACT OF THE CARRIER OF THE PLAN.

ADDENDUM 'B'

TRADES APPRENTICESHIP

The parties agree to commence an Apprenticeship Training Program for Tradespersons as and when decided by the Employer.

1. **Training Syllabus**

The Apprentice will be registered with the Apprenticeship Training Programs Branch, Ministry of Labour, and will follow the required course outlined for Apprenticeship.

2. **Collective Agreement**

All provisions of the Collective Agreement shall be applicable to Apprentices in this Program, subject to any restrictions under this Addendum.

3. **Right to Continue**

Once started in this Program, subject to the provisions of the Collective Agreement, the Apprentice shall have the right to continue, providing the Apprentice passes all the prescribed tests and work is available.

4. **Selection Process**

- (a) The appropriate manager will advise the Joint Labour Management Committee of the need for such training and will accept input into that process.
- (b) Selections for Apprenticeships will be based on aptitude and qualification and will solely be the decision of the manager.

5. **Scheduling of Training for Apprentices**

- (a) The term of training for an Apprentice shall be four (4) years.
- (b) During each year of Apprenticeship, the Apprentice shall work at the Trade and attend Vocational School as required by the regulations pursuant to the Apprenticeship Act.
- (c) Upon the successful completion of the person's term of Apprenticeship and receipt of Certificate of Trade Qualification, the Apprentice shall be

designated as a certified Journeyperson at the regular rate for Trades in Schedule "A" of the Collective Agreement provided the employee is performing the Tradesperson's job.

- (d) Apprentices who have completed their probationary period who are removed from the Program following a recommendation from the Joint Committee will be offered a Bargaining Unit entry job in keeping with their seniority and subject to further probationary requirements of the position and applicable salary.

6. Cost of Books

The Employer and the employee will each pay fifty percent (50%) of the cost of text books specified by the Apprenticeship Branch. The Apprentice will keep these books as personal property.

7. Allowances and Wage Make-up

While attending an approved Vocational School, the Apprentice will receive from the Government, allowance and school expenses in accordance with the Government's schedule of grants pertaining to Apprenticeship Training. In addition, the employee shall receive from the Employer an allowance comprised of the difference between the Apprentice's regular time rate, based on a forty (40) hour week or hours negotiated in the prevailing contract, and the weekly living allowance granted by the appropriate Government authorities.

8. Previous Training

Apprentices hired with previous training may be placed into the Training Program at the level determined by the Joint Apprenticeship Committee with advice from the Apprenticeship Branch.

9. Rate of Pay

Schedule "A" Hours and Rates per the Collective Agreement

1st Year Apprentice-eighty-two point five percent (82.5%) of Tradesperson's Rate

2nd Year Apprentice - eighty-three percent (83%) of Tradesperson's Rate

3rd Year Apprentice - eighty-four percent (84%) of Tradesperson's Rate

4th Year Apprentice - eighty-five percent (85%) of Tradesperson's Rate

10. Employment with the Employer upon Completion of Apprenticeship

- (a) When an employee has completed the Apprenticeship to the satisfaction of Joint Union-Management Apprentice Committee and has received their Trades Qualification (TQ) from the Ministry of Labour, there is no obligation on the behalf of the Employer to continue to employ the Tradesperson. Should the Employer not have a vacancy for the newly qualified Trades employee, the employee may use their seniority to bid for other positions which are vacant for which the employee is qualified.
- (b) It is further understood however, that the Employer intends, whenever practical, to employ the employee as a Tradesperson upon completion of the Apprenticeship period. With appropriate staffing planning, considering retirements, resignations and/or workforce expansion, it is understood that the Employer will make reasonable efforts to employ the employee as a Tradesperson upon completion of the Apprenticeship period.

When this is not possible, the Employer will advise the employee and the Union as soon as practical.

- (c) An employee, who after attaining the Trades Qualification and being laid off pursuant to ARTICLE 13, shall not have the right to bump employees of the same Trade who have less seniority. It is acknowledged that the employee has the right to exercise the provisions of ARTICLE 13 for any other position for which the employee is qualified.

LETTER OF UNDERSTANDING #1

BETWEEN:

**THE CITY OF CAMPBELL RIVER
("Employer")**

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401
("Union")**

RE: STENO II POSITION AT RCMP

In order to meet the operational requirements of the RCMP Detachment, the position of Steno II (GIS and Ident) will be amended as follows. The terms of the Collective Agreement apply except as herein under noted:

The Steno II (GIS and Ident) position currently occupied by Becky Simnor will be altered as follows:

- For all hours worked in the GIS area the Employee will be paid as a Steno II at an hourly rate of \$20.39 (2003 rates);
- For all hours worked in the Ident area, the Employee will be paid as an Ident Technician at an hourly rate of \$22.21 (2003 rates);
- Any wage rate changes that are negotiated between CUPE and the Employer will be automatically included within this letter of understanding;
- Overtime and/or callouts will be paid as per the collective agreement and will be based on the pay rate of which ever area the overtime is worked in;
- Vacation will be calculated as per ARTICLE 20 of the collective agreement and will be taken as 3 hours at the Ident Technician rate and four hours at the Steno II rate for whole days or at the appropriate rate for time used for periods of less than one day;
- Sick time will be earned (accumulated) as per ARTICLE 21 of the collective agreement will be taken as 3 hours at the Ident Technician rate and four hours at the Steno II rate for whole days or at the appropriate rate for time used for periods of less than one day;
- The incumbent will complete timecards for tracking and payroll purposes and ensure the timecards are approved by the RCMP Municipal Manager.

This agreement will be back-dated to April 1, 2004. In calculating the retroactive payment the generic breakdown on 15 hours per week at \$22.21 and 20 hours per week at \$20.39 will be used.

This letter forms part of the Collective Agreement and will cease when the current incumbent, Becky Simnor, leaves the position or upon three (3) month's notice by either party.

Dated at Campbell River this day of , 2005.

Douglas D. Raines, City Manager
City of Campbell River

Blaine Gurrie, First Vice-President
CUPE Local 401

Diana Bell, CUPE Local 401
Campbell River Unit Negotiating Chairperson

LETTER OF UNDERSTANDING #2

BETWEEN:

**THE CITY OF CAMPBELL RIVER
("Employer")**

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 401
("Union")**

REGARDING DISTRIBUTION OF OVERTIME AT THE AIRPORT

1. Overtime will be offered to the person with the least number of hours of overtime who is qualified to do the job, as per the overtime list which will be maintained and updated on a regular basis.
2. The overtime list will accumulate at the rate of overtime pay:
 - (a) 1 hour @ time and a half = 1.5 hours;
 - (b) 1 hour @ double time = 2.0 hours.
3. The overtime will continue to accumulate without a reset to zero date. (The longer the duration, the more even the overtime distribution will be).
4. A new or transferred employee will be slotted into the overtime list using the number of hours, less one hour, of the person with most accumulated overtime.

Dated at Campbell River this day of , 2005.

Douglas D. Raines, City Manager
City of Campbell River

Blaine Gurrie, First Vice-President
CUPE Local 401

Diana Bell, CUPE Local 401
Campbell River Unit Negotiating Chairperson

LETTER OF UNDERSTANDING #3

BETWEEN:

CITY OF CAMPBELL RIVER

(the "Employer")

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 401**

(the "Union")

RE: IMPLEMENTATION OF WATERWORKS SCHEDULE

WHEREAS the Union and the Employer have agreed to implement a new schedule of hours of work for Waterworks employees [Article 16.01(d)]; and

WHEREAS the two present incumbents may not be interested in working that schedule;

THE PARTIES THEREFORE AGREE as follows:

1. That either or both incumbents can bump into a regular labourer position;
2. That Public Works staff complement includes two newly converted vacant permanent full-time Labourer positions [Winter Road /Summer Garbage Patrols];
3. That if either or both incumbents choose to bump into a lower-rated Labourer position they will be red-circled at their wage rate until the Labourer rate matches their respective red-circled rate of pay
4. If either or both incumbents elect to bump into a Labourer position they must advise the Public Works management in writing within one month of ratification of this Agreement; and
5. The bumping, if elected, will occur effective the implementation date of the new Waterworks schedule.

6. With the implementation of the new work schedule (Article 16.01(d)), these employees would be eligible for their Statutory Holidays as per ARTICLE 19.05.

Dated at Campbell River this day of , 2005.

Douglas D. Raines, City Manager
City of Campbell River

Blaine Gurrie, First Vice-President
CUPE Local 401

Diana Bell, CUPE Local 401
Campbell River Unit Negotiating Chairperson

LETTER OF UNDERSTANDING #4
between the
City of Campbell River
and the
CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 401

RE: STUDENT EMPLOYMENT – For the Purpose of Beautification Projects
within the City of Campbell River

This letter of understanding will remain in effect for the duration of this Agreement

Both Parties recognize the value of hiring students. The work experience for the students and the benefit to the City is recognized and supported by both parties. Therefore the Parties agree to the following for students hired under the City's beautification project.

1. Definition: For the purpose of this Collective Agreement "students" shall have the same meaning as "student" under the School Act of British Columbia, or be a student enrolled in a full time curriculum of an accredited university or college;
2. Students shall be required to provide proof of full time enrollment at a recognized College or University.
3. Students shall only be used between the months of May and September inclusive.
4. Seven students may be employed under this project. Additional students may be hired by mutual agreement between the parties.
5. Rates of pay shall be as follows:

Student Labourer under this letter - \$12.87 (2003) plus any negotiated increases and benefits in accordance with Article 1.04(h) (10% in lieu of benefits) or Article 1.05(f) (12% in lieu of benefits).
6. Students will only be employed in the City's beautification project and will not be hired if an employee able to do the work involved is on layoff.
7. Students shall be required to join the Union.
8. All student positions shall be posted internally first with notification to the Union. Postings shall be in accordance with 14.01 and shall include specific duties,

reporting relationships, hours of work, rate of pay and duration of the assignment.

9. Students will be supervised by a CUPE 401 member or excluded staff.
10. The Employer will provide the Union at the Joint Consultation Committee meetings updates on the number of students as well as their respective duties.
11. Students shall not accumulate seniority.

Dated at Campbell River this day of , 2005.

Douglas D. Raines, City Manager
City of Campbell River

Blaine Gurrie, First Vice-President
CUPE Local 401

Diana Bell, CUPE Local 401
Campbell River Unit Negotiating Chairperson

LETTER OF UNDERSTANDING #5
between the
City of Campbell River
and the
CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 401

RE: CO-OP STUDENT EMPLOYMENT

Both Parties recognize the value of hiring Co-op students. The work experience for students and the benefit to the City is recognized and supported by both parties. Therefore the parties agree to the following with regards to Co- operative Educational Students.

This letter of Understanding will remain in effect for the duration of this Agreement or until the Union serves notice of strike or the Employer serves notice of Lockout.

If the Union serves strike notice or the Employer serves lockout notice or the parties are unable to renew or revise this letter of understanding to their mutual agreement, the terms and conditions for Co-op Students will revert to the terms of the 2001 – 2003 Collective Agreement (and the wage rate will reflect the adjustments on the \$12.87 over the life of this agreement).

1. Students hired under the Co-operative Education Training Program are employees hired for a limited duration and are restricted to persons registered in a recognized cooperative education program.
2. They shall be hired on a supernumerary basis to provide a work experience that is acceptable to their institution's co-op student program.
3. Two co-op students per department, per term may be employed under this letter at any one time.
4. Rates shall be as follows:

Co-op Students under this letter - \$14.66 (2003) plus any negotiated increases and benefits in accordance with 1.04(h) (10% in lieu of benefits) or 1.05(f) (12% in lieu of benefits).
5. The length of appointment shall correspond to the requirements of their education program.

6. Co-op Students will not be hired if an employee able to do the work involved is on layoff.
7. Co-op Students shall be required to join the Union.
8. Should the Employer have difficulty hiring Co-op students at the current rate, the parties shall have the right to mutually agree to a rate higher than the Co-op student rate.
9. The standard hours of work for these employees shall be as per ARTICLE 16 of the agreement. Flexible working arrangements shall be by mutual agreement of the parties to this agreement.
10. Students will be supervised by a CUPE 401 member or excluded staff.
11. The Union agrees to sign off on HRDC funding applications that become available in order to facilitate the hiring of Co-op students under this letter.
12. The Employer will provide the Union at the Joint Consultation Committee meetings updates on the number of Co-op students as well as their respective duties.
13. Students shall not accumulate seniority.
14. All Co-operative Education Student positions shall be posted internally first with notification to the Union. Postings shall be in accordance with 14.01 and shall include specific duties, reporting relationships, hours of work, rate of pay and duration of the assignment.

Dated at Campbell River this day of , 2005.

Douglas D. Raines, City Manager
City of Campbell River

Blaine Gurrie, First Vice-President
CUPE Local 401

Diana Bell, CUPE Local 401
Campbell River Unit Negotiating Chairperson

LETTER OF INTERPRETATION
between the
City of Campbell River
and the
CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 401

RE: ARTICLE 1.03(a) – PERMANENT PART TIME EMPLOYEES

The parties agree to the following as the interpretation and past practice regarding Article 1.03(a) definition of permanent part-time employee.

The words “employed less than a full shift” means:

- those employees working in a position that has posted hours less than seven/eight (7/8) per day;
- those employees working in a position that is posted for less than five (5) days per week;
- those employees working in a position whose employment is regularly suspended for the same period each year;
- or those employees working any combination of the above.

For the above employees, no lay off will occur unless the Employer reduces the posted hours.