

COLLECTIVE AGREEMENT

BETWEEN

CITY OF POWELL RIVER

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 798**

JANUARY 1, 2007 TO DECEMBER 31, 2009

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ARTICLE 1 - DEFINITIONS

1.01 Employees

Persons employed by the Employer who fit the definition of employee under the B.C. Labour Relations Code and are members of the bargaining unit.

1.02 Full-time Employee

Full-time employee shall mean an employee who is employed in an established position and works a minimum of thirty-five (35) hours per week under Schedule "A" or works a minimum of forty (40) hours per week under Schedule "B", not including term positions. These employees shall be entitled to all the benefits of this Agreement from the first (1st) day of employment, unless specifically excluded.

1.03 Part-time Employee

Part-time employee shall mean an employee that works less than full-time hours or in a term position.

1.04 Part-time Employment

(a) Benefits

Part-time employees who are regularly scheduled to work or regularly work more than twenty-five (25) hours per week for Schedule "A", "B", and "D" (inside employees) and thirty (30) hours per week for Schedule "B", "D", and "E" (outside employees) shall qualify for benefits under Articles 22 and 28 where applicable and shall be paid a premium of five percent (5%) for statutory holiday pay and shift premiums.

(b) In Lieu of Benefits

Part-time employees who are not regularly scheduled to work or do not regularly work more than twenty-five (25) hours per week for Schedule "A", "B", and "D" (inside employees) and thirty (30) hours per week for Schedule "B", "D", and "E" (outside employees) shall be paid a premium of nine percent (9%), [ten percent (10%) effective January 1st, 2008 and eleven percent (11%) effective January 1st, 2009] in consideration for statutory holiday pay, insured benefits and shift premiums. Vacation benefits shall be

paid in accordance with the Provincial Employment Standards Act; however, after ten (10) years of service, vacation pay shall be eight percent (8%) of gross pay. Vacation pay shall be paid on each pay cheque. The maximum consecutive days off for unpaid vacation time is twenty-one (21) calendar days, to be calculated from the last shift worked.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

Without restricting the rights of the employees under the terms of the Agreement, the Union recognizes the right of the Municipality to manage its affairs and operations and to direct its working forces including the right to hire, suspend, discharge, promote, demote, discipline, layoff or transfer any employee, and the right to determine job content, evaluate jobs and assign work and the foregoing shall not be deemed to exclude other functions of management not specifically covered in this Agreement, subject to provisions of Article 12.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Negotiations

It is mutually agreed between the Parties hereto that in any negotiations for the renewal or revision of this Agreement, the representatives appointed by each side shall not exceed five (5) members per side around the conference table.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, EXCEPT for purposes of instruction, experimenting or in emergencies when employees are not available, AND PROVIDED that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

3.03 No Other Agreements

Except with the unanimous approval of the employee, the Employer and the Union, no employee shall be required or permitted to make a written

or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

ARTICLE 4 - HUMAN RIGHTS

4.01 Union Activities

There shall be no discrimination against members of the Union because of their activities within the Union.

4.02 Discrimination in Employment

No person, or anyone acting on the person's behalf, shall:

- (a) refuse to employ, or refuse to continue to employ, a person, or,
- (b) discriminate against a person with respect to employment, or any term or condition of employment, because of race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex or age of that person, sexual orientation, or because of conviction for a criminal or summary conviction charge that is unrelated to the employment, or to the intended employment of that person.

4.03 Exceptions

Clause 4.02 does not apply:

- (a) as it relates to age, to any bona fide scheme based on seniority, or
- (b) as it relates to marital status, physical or mental disability, sex or age, to the operation of any bona fide retirement, superannuation or pension plan or to a bona fide group of employee insurance plan,
- (c) with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

4.04 Sexual and Personal Harassment

The Employer and the Union recognize the right of employees to work in a workplace free of sexual and personal harassment, and will co-operate in

attempting to resolve all complaints of sexual or personal harassment which may arise in the workplace.

The Employer will take appropriate disciplinary measures against any person under the Employer's direction who subjects any employee to sexual or personal harassment.

Employees have a duty to participate in any investigation dealing with an allegation of sexual or personal harassment.

Matters related to sexual and personal harassment will be handled in accord with the Employer's "Personnel Policy - Discrimination and Personal Harassment".

Any complaints of allegation of harassment at the workplace not satisfactorily resolved shall be dealt with by the Parties through the grievance process commencing at Step 3.

ARTICLE 5 - UNION SECURITY

5.01 All Employees to be Members

It is agreed that employees who are at present members of the Union shall remain so as a condition of employment. It is further agreed that persons who are hereafter employed by the Employer shall become members of the Union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Deductions

(a) The Employer shall deduct from every employee any Union dues or initiation fees in accordance with the Union Constitution and the Employer must have, in its possession, an agreement signed by every employee giving the Employer permission to make such deductions.

(b) Deductions shall be made every payroll period and shall be forwarded to the Secretary-Treasurer of the Union following each payroll cycle, accompanied by a list, in an agreeable form, of the names of all the employees from whose wages the deductions have been made.

ARTICLE 7 - NEW EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the Articles dealing with Union security and dues check-off.

7.02 Interviewing

The immediate Supervisor shall introduce the new employee to the employee's Union Steward or representative. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Union.

ARTICLE 8 - JOINT LABOUR/MANAGEMENT COMMITTEE

8.01 Joint Labour/Management Committee

- (a) A Joint Labour/Management Committee shall be established consisting of up to three (3) representatives of the Union and three (3) representatives of the Employer.
- (b) The Joint Committee shall concern itself with discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement, with problems and potential problems involving the Parties, but not with grievances, and shall have the power only to make recommendations to the Union and the Employer.
- (c) The Joint Committee shall meet monthly, or at the written call of either Party for a stated purpose within ten (10) days of the call. Minutes will be taken for the proceedings of each meeting, and each Party shall receive a copy of the Minutes.

ARTICLE 9 - N/A

ARTICLE 10 - LABOUR-MANAGEMENT RELATIONS

10.01 Representative of Canadian Union

A National Representative of the Union may discuss any matter with an employee on the premises during working hours PROVIDED the Representative does not take up more than five (5) minutes of an employee's paid time in any day AND PROVIDED ALWAYS that the National Representative reports their presence to the Senior Management Representative available before entering the working area.

10.02 Shop Stewards' Committee

A Shop Stewards' Committee, the number to be decided by the Union, shall be elected by the Union in a manner determined by them and the Employer shall be kept informed by the Union of the personnel on this Committee.

10.03 Time Off For Meetings

- (a) Shop Stewards, Local Union Officers or the grieved party, not more than two (2) at any time, shall be permitted to leave their job up to fifteen (15) minutes approximately to discuss a specific grievance or to investigate a specific circumstance giving rise to a grievance during working hours PROVIDED they notify their Foreman or Superintendent of where they are going, AND PROVIDED they give reasonable time for a substitute to be put on their job if necessary. The Employer shall grant permission for such absence from the job and shall not unnecessarily delay substitution when required.

- (b) It is agreed that it is not the purpose of this provision to give Stewards and Officers of the Union the right to leave their jobs for purposes other than the investigation of specific grievances and the Employer has access to the grievance procedure if it feels this provision is being abused.

10.04 Union Office

In order that the Union can properly represent the employees in Labour-Management relations, the Employer shall provide the Union with reasonable office accommodation.

No annual rent increases shall be levied by the Employer greater than the negotiated equivalent wage adjustment.

ARTICLE 11 - ACCOMMODATION

11.01 Accommodation Procedure

It is the mutual desire of the Employer and the Union to assist in the accommodation/rehabilitation of ill or injured employees and to permit their return to meaningful employment and the resumption of an active role in the workplace.

- (a) Employees who have been deemed by a medical doctor to be partially, but not totally, disabled will be provided with modified work consistent with their functional abilities and limitations, if feasible.
- (b) The Parties agree to establish a Joint Accommodation Committee consisting of equal representation from the Union and the Employer.
- (c) The Parties recognize that the proper functioning of the Joint Accommodation Committee requires the Parties to co-operate with each other and to disclose relevant information to each other. It is the responsibility of the disabled employee to provide the Employer with medical information of his functional abilities and limitations from his medical doctor and any other treating health professional. This information shall be supplied as and when required to review the disabled employee's functional abilities and limitations and progress.
- (d) Where the employee cannot be accommodated in their regular classification, the Joint Accommodation Committee will meet for the purpose of reviewing and recommending appropriate individual case strategies for the safe and successful return of disabled workers to the workplace as soon as possible after an illness or accident whether work related or not.
- (e) If there are more disabled employees at any time requiring accommodation than there are accommodations available, the available accommodations must be assigned to the employees capable of performing the work in order of seniority.

- (f) No employee shall be displaced from their current position as a result of an accommodation of a disabled employee.
- (g) If an employee cannot be accommodated at the completion of this process, he will be referred back to WorkSafeBC or other wage loss benefit providers.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Settling of Grievances

In the event that any difference arises out of the interpretation, application, operation, or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, such questions or differences shall be finally and conclusively settled without stoppage of work in the following manner:

Step 1

Within ten (10) working days of the employee becoming aware, or from the time that the employee should have reasonably become aware of the matter, the employee along with a Union representative shall meet in an attempt to resolve the issue with their immediate exempt Supervisor. The Employer will provide a decision in writing to the Union within five (5) working days from the date of the meeting.

Step 2

If no settlement is reached at Step 1, the aggrieved employee shall, through their Union, submit the grievance in writing to their Department Head within five (5) working days of the decision at Step 1. The Department Head and the immediate exempt Supervisor shall meet with the grievor and the Union's Grievance Committee Chairperson, and the Shop Steward within five (5) working days of the receipt of the grievance in an attempt to reach a satisfactory settlement. The Employer will provide a decision in writing to the Union within ten (10) working days from the date of the meeting.

Step 3

Should the grievance not be resolved at Step 2, the Union shall submit the grievance to the Chief Administrative Officer.

The Employer will arrange or confirm a meeting date within five (5) working days from the receipt of the grievance. This meeting shall occur within a reasonable period of time. The meeting shall be held between the Union Grievance Committee, and/or the representative of the Union, the grievor and the Employer representatives in an attempt to resolve the issue. The Employer will provide a decision in writing to the Union within five (5) working days from the date of the meeting.

Step 4

Should any difference fail to be resolved by the Union and the Employer within twenty (20) working days from the Employer's response, the grievance may be submitted to Arbitration as set forth in Article 13 of this Agreement.

12.02 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where the Employer or the Grievance Committee of the Union believe an alleged grievance which would affect employees in general has arisen, such a grievance shall be submitted under Clause 12.01, at Step 3.

12.03 Extension of Time Limits

The Union and the Employer may, by mutual agreement expressed in writing, extend the time limits mentioned above provided such extension is requested prior to the expiry of the time allowed.

12.04 Additional Representation

The Union and the Employer may, by mutual agreement, invite additional representation at Step 1 or Step 2 who may contribute to the potential for resolution of the grievance.

ARTICLE 13 - ARBITRATION

13.01 Composition of Board of Arbitration

A Board of Arbitration composed of a single Arbitrator shall be formed to hear the grievance. Either Party shall notify the other in writing of the question(s) to be arbitrated. After such notice has been given, the Parties shall have five (5) days in which to jointly select the Arbitrator. Should

the Parties fail to select an Arbitrator, either Party may request the Ministry of Labour to appoint one.

Alternatively, either Party may propose the use of a three (3) person Board of Arbitration.

13.02 Three (3) Person Board of Arbitration

Should the Parties mutually agree to a three (3) person Board of Arbitration,

- (a) The Parties shall give notice in writing within five (5) days of their nominee to the Board to the other Party.
- (b) The two (2) nominees so appointed shall confer to select a third (3rd) person to be Chairperson. Should the Parties fail to reach agreement, either of the nominees may apply to the Ministry of Labour to appoint a Chairperson.

13.03 Decisions of the Board

The Board shall deliver its award in writing to each of the Parties and the award of a majority of the Board shall be the award of the Board and shall be final and binding upon the Parties and they shall implement it forthwith.

13.04 Expenses of the Board

Each Party shall pay its own expenses including the remuneration and disbursements of its nominees to the Board and each Party shall pay one-half (½) the compensation and expenses of the Chairperson or single Arbitrator.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Cause For Discipline

An employee may be disciplined, suspended or discharged, but only for just cause by the Employer.

14.02 Discharge or Suspension Procedure

- (a) An employee being dismissed or suspended under this Article shall be afforded the opportunity to appear before the employee's Department Head with a Union representative to hear the reasons for their dismissal or suspension.
- (b) When the Employer has dismissed or suspended an employee under this Article, a letter must be forwarded to the employee within two (2) working days of the employee's dismissal, with a copy to the Union, stating the cause for the dismissal or suspension.
- (c) Letters of warning, suspension, dismissal or exoneration nature shall be forwarded to the following:
 - 1. One (1) to the employee involved,
 - 2. One (1) to the Union,
 - 3. One (1) to be retained by administration for filing.

14.03 Access to Personnel File

- (a) An employee shall have the right, at a mutually acceptable time, to have access to and review the employee's personnel file.
- (b) Any record of dissatisfaction of an employee shall not be used against the employee at any time after twenty-four (24) months, unless a similar act complained of is repeated within twenty-four (24) months.

14.04 Political Action

No employee shall be disciplined for participation in any action(s) called by the C.L.C., C.U.P.E., B.C. Division of C.U.P.E., or the B.C. Federation of Labour and supported by the Local Union. It is understood that loss of pay for time not worked shall not be considered as discipline.

14.05 "Whistle Blower" Protection

No employee shall be dismissed, disciplined, penalized or intimidated as a result of reporting pollution, WorkSafeBC or other illegal violations by the Employer, providing the Employer is notified of the alleged violation first.

ARTICLE 15 - SENIORITY

15.01 Seniority Defined

- (a) Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.
- (b) Full-time seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force and recall as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.
- (c)
 - i. Part-time employees' seniority dates shall be their date of employment and such seniority may only be exercised vis-à-vis other part-time employees.
 - ii. Part-time seniority shall be used in matters of promotion, demotion, or transfer where the relative ability and qualifications of the applicants is equal.
 - iii. Upon attaining full-time status the employee shall be credited with aggregate part-time seniority on the basis of equivalent years of service where one thousand eight hundred twenty (1,820) hours and two thousand eighty (2,080) hours equal a year for inside and outside positions respectively for all hours worked after September 25, 1989.

15.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

15.03 Loss of Seniority

An employee shall not lose seniority rights if the employee is absent from work because of sickness, disability, accident, layoff or leave of absence

approved by the Employer. An employee shall only lose seniority and no longer be an employee in the event:

- (a) the employee is discharged for just cause and not reinstated;
- (b) the employee resigns in writing and does not withdraw within two (2) days;
- (c) the employee fails to return to work following recall; and after receiving notice by registered mail to do so, unless through sickness or other just cause;
- (d) the employee's recall rights expire;
- (e) the employee retires;
- (f) the employee elects to take severance pay;
- (g) the employee is absent without leave for three (3) or more working days of the employee without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.

15.04 Transfer and Seniority (Outside Bargaining Unit)

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside the bargaining unit, the employee shall retain seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit for a maximum of six (6) months. If an employee returns to the bargaining unit, the employee shall be placed in the position held at the time of the transfer, or if that position is held by a senior employee or is redundant, the employee may bump laterally or downward provided this does not result in the layoff or bumping of an employee holding greater seniority.

15.05 Job Phase-Out

For the purpose of job phase-out, overall seniority shall govern. An employee who is set back to a lower paid job because of job phase-out will receive the rate of the employee's regular job at the time of the set-back for a period of three (3) months, and for a further period of three (3) months the employee will be paid an adjusted rate which will be midway between the rate of the employee's regular job at the time of the set-back

and the rate of the employee's new regular job. At the end of this six (6) month period, the rate of the employee's new regular job will apply.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

(a) Before filling any full-time position within the scope of this Agreement which may have a duration of thirty (30) days plus or ninety (90) days plus for part-time positions, notice thereof shall be posted in the City Hall and on all bulletin boards that will be accessible to all employees for a period of ten (10) days before such a position is filled. Such posting to contain the following information:

- Nature of position
- Required knowledge, ability and skills
- Wage rate or salary ranges.

The Employer agrees to forward a copy of such posting to the Union and, where the posting is filled to advise the Union of the name or names of the successful probationary applicant(s) within ten (10) working days of the closing date for receipt of all applications.

Applications shall be considered in the following order:

- full-time employees
- part-time employees
- general public

In the event of a dispute arising from the appointment of an outside applicant rather than a part-time employee the onus of demonstrating the superior qualifications of the successful applicant shall reside with the Employer.

- (b) Should the Union request that the time as stated in the above Section be extended due to an eligible employee being on vacation, the posting time shall be extended.
- (c) In the event of temporary vacancies for periods of less than thirty (30) days, it is understood that the senior qualified employee in a lower level of that same position class series will be offered the

temporary vacancy. The rate of pay will be as set out in Clause 25.02.

16.02 Probation Period

The probation period is required for the Employer to assess the employee's suitability for continued employment with the Employer and competency in the position.

All newly hired full-time employees are required to serve a probation period of sixty (60) days actually worked from the date of hire.

The Employer shall meet with full-time employees during the probation period for the purpose of reviewing job performance at twenty (20), forty (40), and sixty (60) working days.

All newly hired part-time employees are required to serve a probation period of a maximum of six (6) calendar months from the date of hire.

The Employer shall meet with part-time employees monthly during the probation period for the purpose of reviewing job performance.

In the event there is a break in service, in no case will a part-time employee be required to serve a probation period in excess of six (6) months during a two (2) year period.

The Employer may, at any time during the probation period, terminate the employee's employment for cause. The Union recognizes that the standard upon which the Employer may assess the employee's performance and suitability during the probation period is lower than the standard required under Article 14.

The probation period may be extended by mutual agreement between the Union and the Employer.

During any probationary period under this Clause, employees shall be entitled to access to the Grievance Procedure, and those benefits for which they may become eligible during the probation period. After successful completion of the probation period, seniority shall be effective from the original date of hire.

16.03 Trial Period

- (a) Before any applications are considered for any vacancies or positions covered by this Agreement, applicants who are permanent employees shall be given first choice of the job on a twenty (20) working day trial basis. The senior employee with the required qualifications and competency to perform the work shall be given the trial period. Not more than two (2) permanent employees to be considered for trial employment.

Employees under this Clause may exercise their rights to return to the former position at any time during the trial period.

The Employer shall meet with the employee during the trial period for the purpose of reviewing job performance at ten (10) working days and at twenty (20) working days.

- (b) All current employees not selected under Clause 16.03, Section (a) above, who have obtained a position as a result of transfer, demotion, promotion, or bumping will be required to serve a trial period of sixty (60) days worked.
 - i. If the employee acquired a position as a result of transfer or promotion and it is determined by either the Employer or the employee that they are unsuitable for the position, the employee shall return to their former position at their former rate of pay and without loss of seniority.
 - ii. If the employee bumped into a position and it is determined by either the Employer or the employee that they are unsuitable for the new position, the employee may exercise their bumping rights with respect to another position only once more, or shall be laid off.
 - iii. The Union and the Employer, with the agreement of the employee, may agree to reduce or waive the trial period of any employee who has previously worked in the position.

16.04 Role of Seniority in Selection of Applicants

In matters of appointment to part-time vacancies or full-time vacancies for which there are no full-time applicants, the seniority of part-time applicants shall govern the selection process only where the ability and qualifications of the applicants is relatively equal. Successive part-time

vacancies that occur as a consequence of such appointments shall not be subject to the posting provisions of Clause 16.01.

16.05 Special Project Transfers

It is understood and agreed that in the event an employee is transferred from a special project to the full-time staff, such employee shall be credited with the length of service on such special project.

16.06 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position covered by this Contract, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

16.07 Training Opportunities

Employees who desire to learn the skills required to perform the work in other positions for the Employer may request of the Department Head, the use of Employer materials or equipment for the purpose. Another employee competent to train and familiarize the employee with the job requirements and skills must be available at all times during the time the employee is learning the new skills. The employees participating in such training must not take time away from their regular job duties.

Opportunities for on-the-job training shall be offered in seniority order to those who have expressed interest in writing.

Requests under this Clause shall not be unreasonably denied.

ARTICLE 17 - LAYOFFS AND RECALLS

17.01 (a) Definition of Layoff

A layoff shall be defined as a reduction in the work force for both full and part-time employees, or a reduction in the regular hours of full-time employees.

(b) Advance Notice of Layoff

The Employer shall notify full-time employees and regularly scheduled part-time employees who are to be laid off fourteen (14) calendar days prior to the effective date of layoff; and give three (3) week's notice after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of eight (8) week's notice.

If the employee has not had the opportunity to work the days as provided in this Article the employee shall be paid for the days for which work was not made available.

17.02 Retention of Seniority

- (a) Full-time employees who are laid off shall retain their seniority and have the right of recall to the classification from which laid off for a length of time equal to the employee's length of continuous service to a maximum of twenty-four (24) months, recognizing that periods of layoff do not constitute a break in service.
- (b) Part-time employees who are laid off, shall have recall rights extinguished in accordance with the Clause 17.02 (a) and the number of work days on the recall list shall be the aggregate hours of seniority divided by seven (7) or eight (8) for inside and outside employees respectively.

17.03 Severance Pay

- (a) A regular employee who is laid off may elect to accept severance pay instead of retaining seniority pursuant to Clause 17.02. The election must be made within thirty (30) calendar days of the effective date of the layoff. Severance pay shall be paid in accordance with the following schedule:
 - More than one (1) year of service - two (2) week's wages
 - More than three (3) years of service - three (3) week's wages
 - More than each year after three (3) - one (1) week's wages extra after three (3) per year of service to a maximum of eight (8) week's wages.

- (b) When a regular employee elects to receive severance pay under this Clause, all other rights under the Collective Agreement are terminated.

17.04 Layoff and Recall Procedure

- (a) It shall be the duty of each employee laid off to supply the Employer with their correct address and telephone number.
- (b) Employees laid off shall be required to return to work within a minimum of ten (10) days after being notified by registered mail to do so. Any employee failing to report back within the required time shall be considered to have resigned and shall forfeit all seniority rights, unless through sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept recall.

17.05 Seniority in Layoff, Recall, Bumping

- (a) All employees shall be laid off or recalled on the basis of seniority, providing that the individuals are qualified and competent to do the work required. An employee about to be laid off may bump any employee with less seniority. The right to bump shall include the right to bump up. A bump must be exercised within ten (10) days of receiving notice of layoff.
- (b) For the purpose of this Clause:
 - Labourer 1 and Labourer 2 shall be deemed to be one (1) classification;
 - A senior employee with demonstrated competency in the Sewer Maintainer I, Treatment Plant Operator I, and Waterworks Technician I positions will be considered qualified and be allowed one (1) year in the position to acquire Level I EOCP Certification. If unsuccessful, the employee shall be treated as per 16.03 (b) (ii);

Similar positions may be added to the above list upon mutual agreement of the Employer and the Union.

- (c) The Employer agrees that the decisions of the Department Heads in regard to such matters shall be subject to regular grievance procedure.

ARTICLE 18 - HOURS OF WORK

18.01 Hours of Work

The standard hours of work shall be as follows:

SCHEDULE "A"
FULL-TIME EMPLOYEES

8:30 a.m. to 4:30 p.m.
Monday through Friday
seven (7) hour day
thirty-five (35) hour week

EXCEPT

R.C.M.P. STANDARD

8:00 a.m. to 4:00 p.m.
Monday through Friday

R.C.M.P. DISPATCH CLERK

9:00 a.m. to 5:00 p.m.
Tuesday through Saturday
seven (7) hour day
thirty-five (35) hour week

Head Receptionist
Recreation Office
Coordinator

6:00 a.m. to 10:00 p.m.
Monday through Saturday
seven (7) hour day
thirty-five (35) hour week

Pound/Bylaw Inspector

8:00 a.m. to 5:00 p.m.
Monday through Sunday
seven (7) hour day
thirty-five (35) hour week

Head Lifeguard
Aquatic Program
Coordinator
Recreation Program
Coordinator

6:00 a.m. to 12:00 midnight
Monday through Sunday
seven (7) hour day
thirty-five (35) hour week

Recreation Facilities
Coordinator

8:00 a.m. to 10:00 p.m.
Monday through Sunday

seven (7) hour day
thirty-five (35) hour week

Instrumentperson/
Draftsperson

8:00 a.m. to 4:30 p.m.
Monday through Friday
EXCEPT during daylight saving time -
7:30 a.m. to 4:30 p.m.
seven (7) hour day
thirty-five (35) hour week

SCHEDULE "B"
FULL-TIME EMPLOYEES

7:30 a.m. to 4:00 p.m.
Monday through Friday
eight (8) hour day
forty (40) hour week

EXCEPT

Sewer Maintainers
(Friday only)
(Excluded from Article 18.04 (b))

eight (8) hours between
6:30 a.m. and 4:30 p.m.

Mechanical Staff

7:00 a.m. to 5:30 p.m. or
2:00 p.m. to midnight
Monday through Saturday
ten (10) hour day
forty (40) hour week

Janitorial

5:30 a.m. to 12:00 midnight
Monday through Sunday
eight (8) hour day
forty (40) hour week

Transit

6:00 a.m. to 10:00 p.m.
Monday through Saturday
eight (8) hour day
forty (40) hour week

Storekeeper/Timekeeper

7:30 a.m. to 4:00 p.m.
Monday through Friday
eight (8) hour day
forty (40) hour week; or
7:00 a.m. to 3:30 p.m.
Monday through Friday
eight (8) hour day

forty (40) hour week
(this shall apply to one (1)
Storekeeper/Timekeeper only)

Wharfinger

8:00 a.m. to 5:00 p.m.
Monday through Sunday
eight (8) hour day
forty (40) hour week

Parks Equipment Operator 1

Optional shift subject to the
approval of the exempt staff
Supervisor
6:00 a.m. to 2:30 p.m.
May 1st through September 30th
Monday through Friday
eight (8) hour day
forty (40) hour week

Recreation Facility
Utilityworker,
Janitors, Recreation Facility
Utility/Maintenance and
Recreation Complex
Maintenance Foreman

Monday through Sunday
eight (8) hour day
forty (40) hour week
five (5) day week
up to twenty-four (24) hour
continuous operation

The starting and stopping times of the
scheduled shifts shall be:

Recreation Facility
Utilityworker,
Recreation Facility
Utility/Maintenance and
Recreation Complex
Maintenance Foreman

Day Shift:
commencing 5:00 - 8:00 a.m.
ending 1:00 - 4:00 p.m.
Afternoon shift:
commencing 3:00 - 6:00 p.m.
ending 11:00 p.m. - 2:00 a.m.

Janitors

Day Shift:
commencing 5:00 - 8:00 a.m.
ending 1:00 - 4:00 p.m.
Afternoon Shift:
commencing 3:00 - 6:00 p.m.
ending 11:00 p.m. - 2:00 a.m.
Night Shift:
commencing 11:00 - midnight
ending 7:00 - 8:00 a.m.

All of which are inclusive of meal times.

Days off to be changed every three (3) months. Where it is necessary for an employee to work more than five (5) days per week in order to facilitate the above, the employee will be paid at the employee's regular rate.

Staffing

The Employer agrees to schedule a minimum of one (1) Utilityworker or Janitor on afternoon shift with the following conditions:

- (a) If the regularly scheduled Utilityworker is unavailable then another employee, qualified to do the work, will be scheduled and will be paid at the Utilityworker rate.
- (b) If a qualified replacement employee is not available, then the provisions under 19.02 will apply.

SCHEDULE "D" PART-TIME EMPLOYEES

R.C.M.P. Guards

Night Shift	2400 - 0800 hours
Day Shift	0800 - 1600 hours
Afternoon Shift	1600 - 2400 hours

18.02 Work Day for Full-time Employees

For the purpose of this Article, the work day shall be of twenty-four (24) hours duration and shall commence at midnight.

18.03 Part-time Work Schedules

- (a) Where part-time schedules or shift packages are periodically changed or posted, part-time employees in the same department and classification shall be given first refusal of the greatest number of hours scheduled on the basis of their seniority provided they are qualified and capable of performing the work.
- (b) Where extra hours are available and where feasible, part-time employees who are immediately qualified and capable of doing the work, will be offered such hours in seniority order, provided the

Employer does not incur any premium costs as a result. These extra hours will be offered first to part-time employees in the same classification, and if none are available, then to other part-time employees in the same department. Part-time employees who wish to be offered such hours must have so indicated to the Employer, in writing in advance.

- (c) Swapping shifts by part-time employees shall be permitted subject to the Employer's approval, providing reasonable notice is given and no additional cost occurs. The Employer will allow one (1) permanent swap at the time of the employee's acceptance of a schedule/shift package.
- (d) R.C.M.P. Guards; Parks, Recreation and Culture Department Receptionists; and Transit employees who are already scheduled to work will not be eligible for additional hours on the same day if those hours interfere with the scheduled work.

Departments

Administration
City Engineering
Fire and Emergency Services
Financial Services
Parks, Recreation & Culture
R.C.M.P.

18.04 Changes in Hours for Full-time Employees

- (a) Notwithstanding the provisions of 18.01 of this Article, the Employer shall retain the right to change the schedule of work hours at standard rates of pay plus shift bonus in cases of emergency.
- (b) Twenty-four (24) hours notice shall be given before change of shift. Failure to provide at least sixteen (16) hours rest between shifts which are being changed shall result in payment of overtime.
- (c) Forty-eight (48) hours notice shall be given for any change in scheduled days off.

18.05 Lunch Break

Employees who work more than five (5) consecutive hours in a day shall be entitled to one-half ($\frac{1}{2}$) hour for lunch with the exception of the inside staff who shall receive one (1) hour. An employee who is required to be available for work during the employee's lunch break shall have the time included in the daily hours of work and shall be paid for the time.

18.06 Rest Periods

- (a) An employee working a full-time day shall be allowed a ten (10) minute rest period at the worksite in each of the first half ($\frac{1}{2}$) and second half ($\frac{1}{2}$) of the shift.
- (b) An employee working less than a full-time day shall have a ten (10) minute rest period at the worksite during each continuous work period of three (3) hours or more.
- (c) Part-time employees will be granted a ten (10) minute rest period for each work assignment amounting to three and one-half ($3\frac{1}{2}$) consecutive hours.
- (d) Rest periods shall be taken at times that will cause the least possible interference with the work in which the employees are engaged.

18.07 Standby Time

All full-time employees on standby during non-working days shall receive four (4) hours pay per day at the employee's regular rate or one (1) hour pay per day at the employee's regular rate for standby on a day during which the employee has worked a full shift plus pay in accordance with the terms of Clause 19.01 should work be commenced as a result of being on standby. An employee on standby shall be issued with an appropriate communication device. Such extra hours shall be banked at the employee's option for use as paid time off. An employee who is off sick shall not be eligible to be on standby.

18.08 Standby

When required to standby:

R.C.M.P. Guards will be paid one (1) hour's regular pay per scheduled shift while on standby.

Standby pay shall be in addition to any other payment.

18.09 Sunday Rate

All full-time employees in positions having a Monday through Sunday work week shall receive one and one-half (1½) times their regular hourly rate for all hours worked on a Sunday.

ARTICLE 19 - OVERTIME

19.01 Overtime Rates

Overtime shall be paid on the following basis to all full-time employees:

- (a) Time and one-half (1½) for the first three (3) hours and double time (x2) thereafter.
- (b) Double time (x2) for hours worked on the employees' days of rest.
- (c) When employees working on shifts in which hours exceed the normal are required to work overtime, the following conditions shall apply:

i. Daily Overtime

Time and one-half (1½) the normal hourly rate for excess hours for the first three (3) hours and double time (x2) thereafter.

ii. Weekly Overtime

Double time (x2) for all hours in excess PROVIDED:

- 1. Hours already paid for are not included;
 - 2. The employees' regular hours are averaged over a two (2) week period into eighty (80) hours or seventy (70) hours, as the case may be.
- (d) Daily overtime for part-time employees shall be paid for all hours in excess of eight (8) continuous hours worked except seven (7) continuous hours worked for City Hall, R.C.M.P. clerical, and Recreation Complex clerical employees.

19.02 Call-Out

- (a) A "Call-Out" occurs when a full-time employee is called to work without having been so notified prior to the end of the employee's previous shift. In the event of a Call-Out, it shall be the duty of the Department Head concerned to ensure that the full-time employee or the full-time operator for the job required is called first and sent on the job if available. An employee on vacation shall be considered to be not available.
- (b) For the purpose of Call-Out, in each of the following "departments" there shall be established Call Out lists of employees, in order of seniority who:
- i. are capable of performing the work required; and
 - ii. are willing to work the Call-Out overtime.

Administration

City Engineering

- Development Services
- Mechanics
- Transit
- Engineering Services
- Civic Properties
- Waterworks
- Sanitary Sewer
- Public Works (includes Wharfinger and Storekeeper/Timekeeper)

Financial Services

Parks, Recreation & Culture

- Parks
- Recreation Complex inside staff
- Recreation Complex maintenance

R.C.M.P.

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.

- (c) The Employer agrees to pay employees for a minimum of two (2) hours when they are called to work outside of regular working hours or on days of rest. Where an employee commences work, the Employer agrees to pay a minimum of four (4) hours.

- (d) Call time shall be at straight time rate and paid in all instances except for assigned overtime. Call time may be banked.
- (e) Where the Employer is required to pay the minimum four (4) hours noted in Clause 19.02, Section (c) above, such pay shall be calculated as follows:
 - Call time - two (2) hours at straight time
 - Plus remainder - actual time worked paid at the appropriate overtime rate(s).
- (f) Such extra hours shall be banked at the employee's option for use as paid time off.
- (g) A secondary Call-Out list will be established for Public Works and Parks.

The sole purpose of the secondary Call-Out list is to establish a supply of workers for Call-Out purposes in the event that a Public Works or Parks Call-Out list identified in Clause 19.02, Section (b) becomes exhausted.

The managing and use of the secondary Call-Out list shall be in the same manner as per the Call-out and Overtime provisions.

19.03 Meals, Meal Breaks on Overtime

- (a) An employee who is required to continue working in excess of one (1) hour beyond the end of his regular shift will receive a meal break after one (1) hour of overtime.
- (b) An employee who on less than eight (8) hours notice before starting work, is required to begin work more than one-half (½) hour before the start of the employee's regular shift, shall be entitled to a meal break and a meal ticket.
- (c) An employee who, on less than four (4) hours notice, is required to work on the employee's day off, will receive a meal break after three (3) hours of overtime.
- (d) A meal break shall be for one-half (½) hour plus reasonable travelling time to obtain a meal, with pay.

- (e) Employees who are required to work more than four (4) hours of overtime will receive a meal break in each four (4) hour period.
- (f) A meal allowance in the amount of twelve dollars (\$12.00) for each meal break shall be paid on the next pay cheque.

19.04 Assigned Overtime

- (a) The assigned overtime provisions shall only apply where an employee is notified prior to the conclusion of the employee's work day that there is overtime to be worked.
- (b) The employee to be assigned to work overtime under this Section shall be determined according to the following stipulations:
 - i. If the overtime constitutes a continuance of the work day, then the employee who has been working on the job where overtime is required shall continue to work the overtime hours, or
 - ii. If the overtime is to occur at any time which is not a continuance of the work day, then the employees will be assigned from the overtime list, subject to the provisions of Clause 19.02 Section (a).

19.05 Time Off in Lieu of Overtime Pay

- (a) A full-time employee may elect to take time off in lieu of overtime pay each occasion overtime occurs. Employees will not be allowed to split the "banking" and "paying" of overtime on one (1) time card.
- (b) Such time off shall be calculated in accordance with Clause 19.01 and scheduled at a time convenient to both the Employer and the employee. Requests for such time off shall not be unreasonably denied.
- (c) Employees may elect to have any number of their banked overtime hours accumulated between January 1st and June 30th, paid out during the pay period that follows September 15th. Such requests must be received, in writing, by their Supervisor by July 31st.

- (d) Should any accumulated time from the previous calendar year not be used by March 31st of the following year, the employee shall be paid out in the pay period that follows March 31st.

19.06 Authorization for Overtime

All overtime must be authorized in advance by a Supervisor except in the case of emergency.

ARTICLE 20 - SHIFT WORK

20.01 Shift Work Bonus for Full-time Employees

- (a) A shift work bonus of thirty-one cents (\$0.31) shall be paid for hours worked between 5:00 p.m. and 12:00 midnight.
- (b) A shift work bonus of fifty cents (\$0.50) shall be paid for hours worked between 12:00 midnight and 8:00 a.m.

20.02 Split Shifts for Full-time & Part-time Employees

Split shifts shall be paid a shift bonus of twenty-five cents (\$0.25) per hour PROVIDED the lunch break exceeds one-half (½) hour (outside staff) and one (1) hour (inside staff).

20.03 Shift Work Premium for Full-time Employees

A shift work or split shift premium shall not be paid in addition to overtime. These premiums are paid only for regular hours worked.

20.04 Shift Work Bonus for Full-time Recreation Facilities Utilityworkers and Recreation Janitors

In addition to the shift work bonus in Clause 20.01, Recreation Facilities Utilityworkers and Recreation Janitors shall receive thirty-five cents (\$0.35) per hour for continuously scheduled midnight shift work.

ARTICLE 21 - HOLIDAYS

21.01 List of Holidays

- (a) All full-time employees shall suffer no reduction in their regular wages or salary by reason of a statutory holiday occurring within the regular work week.
- (b) All part-time employees shall be paid time and one-half (1½) for regular hours worked on a statutory holiday.
- (c) For the purpose of this Section, statutory holidays shall be defined as:

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

AND for full-time employees, all other holidays declared by the City of Powell River, provincial or federal governments.

21.02 Holidays Falling on Weekends for Full-time Employees

Where employees work a Monday through Friday work week, and a statutory holiday falls on a Saturday or Sunday, then the next regular working day shall be declared a statutory holiday and they shall be provided a day off in lieu with pay.

For all employees who work other than a Monday through Friday work week, and a statutory holiday falls on the employee's regular day of rest, then a day off in lieu with pay shall be taken at a time mutually agreed between the employee and the Employer.

21.03 Qualifications for Full-time Employees' Paid Holidays

- (a) An employee must work the employee's scheduled day prior to and immediately following any paid holiday covered by this Contract in order to qualify for pay, unless previous permission in writing shall have been granted for time off.

- (b) Pay shall be at the previous day's highest card rate which will include tour duty but not shift differential.

21.04 Holidays During Full-time Employees' Vacation

If a statutory holiday falls on a regular working day while an employee is on annual vacation, the employee shall receive one (1) additional day of vacation with pay in lieu of said statutory holiday.

21.05 Christmas and New Year's Holidays for Full-time Employees

The following provisions shall apply during the Christmas and New Year's holidays:

- (a) When Christmas Eve and/or New Year's Eve falls on a working day, all employees shall be entitled to time off commencing at 2:00 p.m. without loss of pay.
- (b) When Christmas Day falls on a Tuesday, the preceding Monday shall be declared a statutory holiday.
- (c) When Christmas Day falls on a Wednesday, the next succeeding Friday shall be declared a statutory holiday.
- (d) When New Year's Day falls on a Tuesday, the preceding Monday shall be declared a statutory holiday.
- (e) When New Year's Day falls on a Thursday, the next succeeding Friday shall be declared a statutory holiday.
- (f) Employees who because of the requirements of their particular job category are unable to obtain the conditions of this Clause shall, by mutual agreement with their respective Department Head, determine alternate methods of receiving such time or days off.

21.06 Full-time Employees Scheduled to Work on Statutory Holidays

An employee who is scheduled to work on a statutory holiday shall be paid:

- (a) One and one-half (1½) times plus the employee's regular wage for the time worked up to twelve (12) hours, and

- (b) Double time (x2) plus the employee's regular wage for any time worked over twelve (12) hours.

ARTICLE 22 - VACATIONS

22.01 Vacation Entitlement Regulations

All employees as defined in this Agreement shall be granted a vacation with pay in accordance with the following regulations:

- (a) The vacation period shall be twelve (12) months commencing on January 1st and ending on the following December 31st.
- (b) Continuous service for the purposes of this Agreement shall include:
 - i. Time lost as a result of an accident as recognized by WorkSafeBC suffered during the course of employment shall be considered as time worked for the purpose of qualifying for annual vacations. An employee will only be entitled to receive such vacation payments while on Workers' Compensation for a period of up to, but not exceeding one (1) year from the date of the employee's accident or injury.
 - ii. Time lost as a result of leave as recognized by the Employer under Article 23 of this Agreement.
 - iii. Time lost as a result of leave as recognized by the Employer under Article 24 of this Agreement.
- (c) Annual vacation entitlement to a maximum of five (5) days requested subsequent to the completion of the choice system may be taken in hourly increments.
- (d) The Finance Department will notify those employees who have remaining vacation entitlement by September 15th of each year. Employees will have one (1) month to book the remaining vacation entitlement.
- (e) If employees do not book their remaining vacation by October 15th, their Supervisor will schedule their remaining vacation entitlement for them.

- (f) Employees must take their vacation time in the current year and cannot receive payment in lieu of vacation.

22.02 Vacation Entitlement

An employee's full-time seniority date establishes the start of their first anniversary year.

- (a) Those employees who are in their first (1st) anniversary year, with a minimum of six (6) months service, shall be granted two (2) weeks vacation with pay.
- (b) Employees who are in their second (2nd) anniversary year shall be granted three (3) weeks vacation with pay.
- (c) Employees who are in their ninth (9th) anniversary year shall be granted four (4) weeks vacation with pay.
- (d) Employees who are in their seventeenth (17th) anniversary year shall be granted five (5) weeks vacation with pay.
- (e) Employees who are in their twenty-fourth (24th) anniversary year shall be granted six (6) weeks vacation with pay.
- (f) Employees who are in their twenty-eighth (28th) anniversary year shall be granted seven (7) weeks vacation with pay.
- (g) Vacation pay shall be based upon the greater of an employee's basic rate for a standard weekly schedule or two percent (2%) of gross earnings for the preceding calendar year for each week of earned vacation plus an additional one-half of one percent (½%) of earnings after two (2) years service.

22.03 Vacation Bonus for Full-time Employees

All eligible employees shall receive an additional amount of vacation pay equivalent to ten (10) hours pay at the hourly rate of the employee's regular job in respect of the first (1st) week of the employee's vacation. An eligible employee shall be one who is full-time and who complies with Clause 22.02, Section (a) or Clause 22.06, Section (a).

22.04 Consecutive Vacation Period

It is understood and agreed that with the three (3), four (4), five (5) and six (6) week annual vacation periods, no more than two (2) weeks may necessarily be consecutive. All such holidays shall be exclusive of statutory holidays. Requests for vacations must be submitted in writing at least one (1) month prior to the vacation being taken. This may be waived by mutual consent.

22.05 Supplementary Vacations for Full-time Employees

- (a) After completing five (5) or more years of continuous service with the Employer, an employee shall, in addition to the regular vacation to which the employee is entitled, become eligible to receive a supplementary vacation with pay each five (5) years as set forth below:

<u>Weeks of Supplementary Vacation</u>	<u>Years Completed Continuous Service</u>
One (1) week	After five (5) years
Two (2) weeks	After ten (10) years
Three (3) weeks	After fifteen (15) years
Four (4) weeks	After twenty (20) years
Five (5) weeks	After twenty-five (25) years
Six (6) weeks	After thirty (30) years
Seven (7) weeks	After thirty-five (35) years
Eight (8) weeks	After forty (40) years

- (b) The supplementary vacations are to be taken over a five (5) year period.
- (c) At retirement or termination from the Employer, an employee who has completed five (5) or more years of service shall be entitled to that portion of supplementary vacation proportionate to the number of years of service completed subsequent to the employee's last five (5) year entitlement.

22.06 Vacation Entitlement Plan Option

Current employees shall have the one (1) time option of staying on the vacation and supplementary vacation entitlements as outlined in Clauses 22.02 and 22.05 or choosing to move to the new vacation entitlement plan.

Employees choosing to switch to the new entitlement plan will retain their earned supplementary vacation, as of the date of ratification, from the previous entitlement plan.

Employees must make their vacation entitlement plan selection within thirty (30) days of ratification.

An employee's seniority date establishes the start of their first anniversary year.

After ratification, all employees not currently receiving vacation entitlement under Clauses 22.02 and 22.05 shall be entitled to the following once they become eligible:

- (a) Those employees who are in their first (1st) anniversary year, with a minimum of six (6) months service, shall be granted two (2) weeks vacation with pay.
- (b) Employees who are in their second (2nd) anniversary year shall be granted three (3) weeks vacation with pay.
- (c) Employees who are in their sixth (6th) anniversary year shall be granted four (4) weeks vacation with pay.
- (d) Employees who are in their eleventh (11th) anniversary year shall be granted five (5) weeks vacation with pay.
- (e) Employees who are in their sixteenth (16th) anniversary year shall be granted six (6) weeks vacation with pay.
- (f) Employees who are in their twenty-first (21st) anniversary year shall be granted seven (7) weeks vacation with pay.
- (g) Employees who are in their twenty-sixth (26th) anniversary year shall be granted eight (8) weeks vacation with pay.
- (h) Vacation pay shall be based upon the greater of an employee's basic rate for a standard weekly schedule or two percent (2%) of gross earnings for the preceding calendar year for each week of earned vacation plus an additional one-half of one percent (½%) of earnings after two (2) years service.

Supplementary Vacations for full-time employees

- (i) After completing ten (10) or more years of continuous service with the Employer, an employee shall, in addition to the regular vacation to which the employee is entitled, become eligible to receive a supplementary vacation with pay each five (5) years as set forth below.

<u>Weeks of Supplementary Vacation</u>	<u>Years Completed Continuous Service</u>
One (1) week	After ten (10) years
One (1) week	After fifteen (15) years
One (1) week	After twenty (20) years
One (1) week	After twenty-five (25) years
One (1) week	After thirty (30) years

- (j) The supplementary vacations are to be taken over a five (5) year period.
- (k) At retirement or termination from the Employer, an employee who has completed ten (10) or more years of service shall be entitled to that portion of supplementary vacation proportionate to the number of years of service completed subsequent to the employee's last five (5) year entitlement.

22.07 Full-time Employee Vacation Choice System

- (a) All vacation requests are subject to the approval of the Supervisor and/or Department Head. It is recognized that operational requirements with respect to workload patterns and workforce minimums will govern such approvals. No requests shall be unreasonably denied.
- (b) Each department shall appoint a person to coordinate the vacation choice system guidelines, post the choice groups, collect choice requests submitted within the choice system, and register and post the approved vacations in a location accessible by all employees of that department.
- (c) The choice system will have two (2) rotations of first (1st), second (2nd), and third (3rd) choice groups.

- (d) A maximum of three (3) weeks annual vacation may be booked in each rotation during the choice system with a maximum of two (2) weeks being consecutive in the first (1st) rotation.
- (e) Choice groups will be constructed to minimize operational staffing conflicts and remain balanced in seniority and number if practical. Choice groups may be amended periodically by the Department Head to adjust for staffing changes. Any time an employee must be moved to a different choice group, if possible, they may move between groups to their best advantage. (Example, an employee in this year's second (2nd) choice group should be moved into next year's first (1st) or second (2nd) choice group as opposed to next year's third (3rd) choice group.)
- (f) The choice system lists are to be posted for one (1) week only for each choice group rotation.
- (g) The choice system lists must be posted with the first (1st) choice of the first (1st) rotation due on the second (2nd) Friday in January.
- (h) Single days and/or in-lieu days per Clause 21.04 cannot be booked during the choice system; only full regular work weeks of vacation entitlement will be approved. The last week of vacation that can be booked commences the last Monday of December, (i.e. during a year when December 31st falls on a Monday, the last day that can be booked with that year's vacation is January 6th of the following year).
- (i) Requests for use of banked time during identified "prime vacation time" periods of high vacation usage will not be considered until the completion of the choice system. "Prime vacation times" include spring break and Christmas week and the period from the third (3rd) week of June to the second (2nd) week of September inclusive.
- (j) Employees are not allowed to book time off initially as vacation during the choice system, then change the time off to banked overtime.
- (k) Upon completion of the choice system, competing vacation requests and/or vacation changes will be considered on a first-come-first-serve basis.

22.08 Part-time Vacation Choice System

Part-time employees who are regularly scheduled to work or regularly work more than twenty-five (25) hours per week for Schedule "A", "B", and "D" (inside employees) and thirty (30) hours per week for Schedule "B", "D", and "E" (outside employees) qualify for paid vacation time off and shall book their vacation as per the following choice system:

- (a) Part-time choice groups will be established and posted at the same time as full-time choice groups are posted.
- (b) The part-time vacation choice system shall commence the first week after the final choice week in the full-time vacation choice rotation.
- (c) The same person appointed in Clause 22.07, Section (b) shall coordinate the part-time vacation choice system.
- (d) In all other respects, the part-time vacation choice system shall operate as per Clause 22.07.

ARTICLE 23 - SICK LEAVE PROVISIONS FOR FULL-TIME EMPLOYEES

23.01 Amount of Sick Leave

- (a) Employees shall be granted sick leave with pay of one (1) working day per pay period with two (2) days per year going to the sick bank with any unused portion accruing in future years to a maximum of one hundred eighty (180) working days, subject to the application hereinafter.
- (b) Sick leave shall be credited on the last day of each month of each calendar year.
- (c) It is understood and agreed that accrued sick leave stands to the credit only of the individual employee and may not be disposed of by trading, loaning or giving to any other employee EXCEPT by means of the sick leave bank.
- (d) It is understood and agreed that:
 - i. Use of sick leave shall be accorded on an employee's work day as per Clause 18.01.

- ii. Accumulation of sick leave shall be credited for employees who work a thirty-five (35) hour week at seven (7) hours each credit day, and for employees who work a forty (40) hour week at eight (8) hours each credit day. Accumulation of sick leave for employees who work other than a standard thirty-five (35) or forty (40) hour week shall be determined by calculating average daily hours of work per work day based on the previous two (2) pay periods.

23.02 Sick Leave Payout

An employee who qualifies under the conditions as set out below shall be entitled to a payout of accumulated sick leave in accordance with the following formula:

One (1) times number of hours of accrued sick leave times normal hourly rate of pay at time of retirement or death, for:

- (a) Death in Service.
No qualifying time to a maximum of one hundred eighty (180) working days.
- (b) Voluntary Termination.
Minimum of ten (10) years of continuous service with the Employer to a maximum of ninety (90) working days.
- (c) Retirement.
In accordance with the Municipal Pension Plan "deferred pensions" shall not be considered for eligibility to a maximum of one hundred eighty (180) working days.

23.03 Sick Leave Bank

- (a) A sick leave bank shall be set up to be effective as and from January 1st, 1968. The Union will, through its Bylaws and Policies have sole administration rights as to both employee eligibility, and determination of maximum allowable days granted from the sick bank. The Union must supply days as set out in Clause 23.01, Section (a). There shall be no fractional sick leave days donated to the bank or withdrawn from the bank.
- (b) The Union's Sick Bank Committee may obtain the status of the sick bank from the Employer upon request.

- (c) The Employer agrees to supply information to the Union's Sick Bank Committee regarding the sick leave habits of any employee applying for time from the sick bank.

23.04 Proof of Illness

Medical certificates may be required by the Employer at any time to substantiate an employee's inability to perform the duties of the employee's position, or to certify that an employee is fit to return to work after an illness or injury and is fit to perform the duties of their position.

23.05 Medical Examinations

The Parties agree that the Employer and/or any other governmental agencies may require prospective employees to take a medical examination prior to and during employment, PROVIDED the examination is required as a condition of employment. The Employer shall pay for such examination and time off as required to a maximum of one-half (½) day.

23.06 Medical Care Leave

An employee shall be granted time off for the purpose of an appointment relating to physical or mental health with a licensed professional practitioner. The employee may be required to have the necessary form as supplied by the Employer signed by the attendant practitioner in order to qualify. The employee shall give as much notice as possible to the Employer when such a visit to a medical practitioner is contemplated. The time off for such an event will be deducted from accumulated sick leave to the nearest one-half (½) hour. If there is no accrued sick leave remaining to the employee's credit, time off will be deducted from the employee's wage or salary. Employees hired after March 4th, 2003 shall be granted the time off from the Employer's Weekly Indemnity Plan to the nearest one-half (½) hour.

For out-of-town appointments, only the actual dates that the employee visits the Doctor shall be considered, and travel time will be considered as per Clause 24.15.

23.07 WorkSafeBC Claims

An employee who is absent as a result of an accident covered by WorkSafeBC shall be compensated as follows:

- (a) Payroll will advance the employee ninety percent (90%) of their average net pay with no deductions of tax, CPP or EI. Any payment from WorkSafeBC received by the employee shall be turned over to the Employer.
- (b) Top-up to a full day's earnings will be accomplished by charging one-tenth (1/10th) of a day from the employee's sick credit for each day absent. This top-up amount shall be subject to normal statutory deductions.
- (c) The employee will be responsible for reimbursing the Employer in the event their WorkSafeBC claim/appeal is subsequently denied and they have no entitlement to sick credits.
- (d) Should the WorkSafeBC method of calculating compensation change during the term of the Collective Agreement, this Clause shall be revisited and amended if necessary by way of Memorandum of Agreement with the intent of maintaining compensation at one hundred percent (100%) of the employee's average net pay.

23.08 Notification of Absence

An employee who is absent from work because of illness shall notify the Employer, prior to their shift starting. Failure to do so may result in a loss of pay. It is understood that there may be extraordinary circumstances where an employee is unable to provide notification; however, it is understood this would be the exception.

23.09 Sick Leave for Employees attaining full-time status after March 4th, 2003

The following shall apply to new employees only, defined as those who have attained full-time status after March 4th, 2003.

- (a) A new employee shall be credited with six (6) sick days upon commencement of employment.
- (b) Upon completion of the probationary period or ninety (90) day waiting period, whichever is greater, an employee shall be covered under the Employer's Weekly Indemnity Plan and Long Term Disability Plan.
- (c) The Employer shall pay one hundred percent (100%) of the premiums for employees to be covered under the Employer's

Weekly Indemnity Plan and Long Term Disability Plan. The Weekly Indemnity Plan shall provide one hundred percent (100%) of wage loss from the first (1st) day of illness or injury for a specific claim to a maximum of twenty-six (26) weeks.

In the event that a delay in processing a claim occurs the Employer will provide seventy percent (70%) of wage loss after twenty-six (26) weeks until the claim is decided. If a claim is denied by the benefits carrier the Employer will discontinue paying the seventy percent (70%) of wage loss. L.T.D. benefits shall provide seventy percent (70%) of wage loss.

- (d) Upon commencement of Weekly Indemnity coverage sick leave will be forfeited.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 For Union Business

- (a) Upon application to and upon receiving the permission of the respective Department Head in each specific case, time off without pay shall be granted to official representatives of the Union when it becomes necessary to transact business in connection with matters affecting members of the Union, PROVIDING it does not interfere with the operation of the Employer.
- (b) Official representatives of the Union shall have the privilege of attending meetings without loss of remuneration for the purpose of negotiating a revision or renewal of this Agreement when such meetings are held during working hours or when discussing with representative(s) of the Employer, a grievance or any other matter contained in this Agreement. Official representatives of the Union attending meetings with the Employer on Joint Committees, shall do so without loss of pay.
- (c) Any member, to a maximum of three (3) persons at one (1) time of the Union, who is required to attend at Union Conventions or perform any other function on behalf of the Union and its affiliates necessitating a leave of absence without pay shall, upon application to the respective Department Head, with one (1) week notice, be granted a leave of absence. It is understood that the granting of the above leave shall not unduly hinder the operations of the department. It is agreed that the employees will continue to

receive their regular pay during this period of leave and that the Employer will be reimbursed by the Union upon receipt of an accounting for regular pay plus twenty percent (20%) to cover fringe benefits, vacation, and pension, but not sick leave.

24.02 Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave in each employment year to meet responsibilities related to the care, health or education of any member of the employee's immediate family.

"Employment year" means a year beginning on the date the employee commenced employment.

Family Responsibility Leave does not accumulate from year-to-year.

24.03 Compassionate Care Leave

An employee is entitled to up to eight (8) weeks of unpaid leave in a twenty-six (26) week period to care for a gravely ill member of the employee's immediate family.

A medical certificate may be requested by the Employer at the Employer's expense.

24.04 Definition of Immediate Family

For the purposes of 24.02 (Family Responsibility Leave) and 24.03 (Compassionate Care Leave), "immediate family" shall be defined as meaning spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee and any person who lives with the employee as a member of the employee's family.

24.05 Bereavement Leave

- (a) Full-time employees shall be granted a minimum of three (3) days leave with pay in the case of the death of a spouse, parent, step-parent, grandparent (including spouse's grandparents), grandchild (including spouse's grandchildren), sibling, child, step-child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, and any person who lives with the employee as a member of the employee's family.

- (b) Recognizing that the bereavement traditions of Aboriginal peoples vary, requests to accommodate Aboriginal bereavement leave that extend beyond 24.05 (a) shall be submitted to the exempt staff Supervisor for individual consideration with the Human Resources Manager and/or the Chief Administrative Officer.

24.06 Jury Duty

- (a) Any full-time employee who is required to report for jury duty or who is required to appear as a Crown witness on a day on which the employee would normally have worked, will be reimbursed by the Employer for the difference between the pay received for jury or witness duty at the employee's regular straight time hourly rate of pay for the employee's regularly scheduled hours of work.

It is understood that such reimbursement shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week, less pay received for jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury duty or witness pay received.

Pay received for jury or witness duty does not include reimbursement for parking and transportation received by the employee from the courts.

- (b) Hours paid for jury or witness duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.
- (c) When practical and reasonable, on jury duty days, employees will endeavour to begin work before reporting for jury duty or return to work after reporting for jury duty.

24.07 Employment Considered Continuous

If an employee is on Family Responsibility Leave, Compassionate Care Leave, Bereavement Leave, or Jury Duty, employment is considered continuous for the purposes of calculating annual vacation and termination entitlements, as well as for pension, medical or other Plans of benefit to the employee.

The Employer will continue to make payments to any such Plans unless the employee chooses not to continue with his share of the cost of a Plan.

The employee is also entitled to all increases in wages and benefits that the employee would have received if not on leave.

24.08 Return to Work

When the Family Responsibility Leave, Compassionate Care Leave, Bereavement Leave, or Jury Duty ends, an employee will be returned to his former position or to a comparable position. The Employer will contact the employee to make arrangements for the employee's return to work.

24.09 Mourner's Leave

- (a) Full-time employees may be granted one-half (½) day leave with pay to attend the funeral of a member of the Union in the capacity of pallbearer.
- (b) Full-time employees may be granted one-half (½) day leave with pay to attend the funeral of an employee, to a maximum of two (2) employees.

24.10 Special Leave

- (a) A full-time employee may be granted a maximum of three (3) days leave with pay in the case of a serious fire in the employee's home where, in the opinion of the Municipal Fire Chief, such home is uninhabitable during the three (3) day period.
- (b) A full-time employee may, at the discretion of the employee's respective Department Head, in consultation with the Human Resources Manager, be granted one (1) day leave of absence with pay to attend to a serious household or domestic emergency.

24.11 Leave of Absence for Full-Time Union or Public Activities for Full-time Employees

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence so that the employee may be a candidate for public office.
- (b) An employee who is elected, selected or appointed to a public or community position shall be allowed leave during the term of office and the employee shall continue to accrue seniority. Upon the

Union's request, the Employer shall continue to pay the employee regular wages and shall bill the Union for reimbursement.

- (c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence, without loss of seniority, for a period of one (1) year. Such leave may be renewed each year on request during the employee's term of office.

24.12 General Leave

- (a) Up to Three (3) Working Days

- i. An employee shall be granted leave of absence without pay or loss of benefits to a maximum of three (3) working days in a calendar year.
- ii. All requests must be submitted on a time off request form and must receive the approval of the respective Department Head and the Human Resources Manager prior to the day in question.

- (b) Up to Ten (10) Working Days

The respective Department Head or Human Resources Manager may grant a leave of absence for more than three (3) working days, to a maximum of ten (10) working days, to an employee if the employee can show good and sufficient cause for such leave. Only one (1) request will be considered in a three (3) year period. This leave shall be without pay or loss of benefits.

- (c) General and Education Leaves

- i. After completion of ten (10) years of service an employee may request a leave of absence without pay for a period longer than ten (10) working days and up to a maximum of twelve (12) months. Such leave will only be granted by the respective Department Head and Human Resources Manager for extenuating circumstances and if the employee shows good and sufficient cause.

For the purposes of this Clause, such circumstances or cause include education leave. The employee must be able to prove that the education leave relates to the employee's

continued employment with the Employer, and must provide proof of the education program enrolment before the leave will be taken.

Years of service shall be interpreted to include part-time service for the purpose of this Clause. The dates on the seniority lists shall be used.

- ii. Only one (1) period of leave may be granted after completion of each ten (10) years of employment.
- iii. The full premium for benefit plans will be the employee's responsibility.
- iv. When such leave is granted the following year's vacation shall be pro-rated for the time worked during the calendar year.

(d) Cause for Termination

Failure to report for work on the first (1st) working day after the leave, as allowed in Sections (b) and (c) above is completed, shall be just cause for termination of employment EXCEPT in extenuating circumstances beyond the employee's control.

(e) Method of Application

Such leave of absence under Sections (b) and (c) shall be made on the appropriate forms to the Human Resources Manager through the Department Head concerned at least four (4) weeks in advance of the proposed start of such leave of absence.

24.13 Pregnancy Leave, Parental Leave

The Pregnancy Leave and/or Parental Leave provisions as outlined in the Employment Standards Act, shall apply except as follows:

- (a) For an adopting parent of a child up to six (6) months of age, the maximum period of Parental Leave shall be increased by eighteen (18) weeks.
- (b) Where an employee who has been granted leave of absence under this Clause requests a further leave of absence from work, the Employer shall grant to the employee a further leave of absence

from work, without pay or benefits, for a period not exceeding a total of eighteen (18) months.

24.14 Birth/Adoption Leave

Employees shall be entitled to utilize one (1) day of their accumulated sick leave/weekly indemnity for needs directly related to the birth or adoption of the employee's child.

24.15 Discretionary Leave

(a) Full-time employees may use four (4) "discretionary" sick days per year from their personal sick bank/Employer funded weekly indemnity in order to:

- travel to an out-of-town medical appointment;
- attend a medical care appointment of a family member including travel time to an out-of-town medical appointment;
- care for a sick family member at home;
- supplement their Bereavement Leave;
- supplement their Birth/Adoption Leave;
- attend to urgent personal business;
- additional reasons mutually agreed to by the Union and Employer.

Requests for use of these discretionary sick days are to be approved by the immediate exempt Supervisor, Department Head or Human Resources Manager and shall not be unreasonably denied.

(b) Part-time employees shall be eligible for two (2) shifts per year of paid leave of absence for:

- travel to an out-of-town medical appointment;
- a medical care appointment of a family member including travel time to an out-of-town medical appointment;
- care for a sick family member at home;
- the funeral of a member of the employee's immediate family as defined in Clause 24.05;
- Birth/Adoption leave;
- urgent personal business;
- additional reasons mutually agreed to by the Union and Employer.

Requests for use of this Discretionary Leave are to be approved by the immediate exempt Supervisor, Department Head or Human Resources Manager and shall not be unreasonably denied.

24.16 Military Leave

Employees who serve in the Canadian Armed Forces shall be granted unpaid leave of absence to attend to military duties and training. During such leave the employee's seniority shall continue to accumulate. The Employer shall continue to pay its share of all benefits and pension contributions, and the employee shall be required to prepay their share of all benefits and pension contributions.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01 Schedules

The schedule of wages, classifications and salaries for all employees of the Employer covered by this Agreement shall be in accordance with Schedules "A", "B", "D", and "E" attached hereto and forming part of this Agreement.

25.02 Temporary Assignments

- (a) If an employee is appointed to substitute on a job, the employee shall receive the employee's regular rate or the rate for the job, whichever is the greater.
- (b) If an employee is temporarily assigned to assume the duties of a lower rated position, the employee shall receive the employee's regular rate.
- (c) If an employee is temporarily assigned to relieve an employee where the incumbent is receiving a red circled rate, the relieving employee shall receive the rate for the classification as set out in the wage schedule.
- (d) If an employee who is red circled is temporarily assigned to substitute in any job for which the rate is lower than the rate the employee is currently receiving, the employee shall be paid his red circled rate.

25.03 New Positions

When a new position not covered in the Agreement is created, the rate of pay shall be negotiated between the Employer and the Union. Should the Parties be unable to agree on a rate, the matter shall be settled by Arbitration.

25.04 Pay Cheques

- (a) Regular pay days shall be no later than alternate Fridays.
- (b) Pay cheques or stubs shall be delivered to the Recreation Complex, Public Works Yard, R.C.M.P. station and City Hall no later than 11:30 a.m. on regular pay days.
- (c) Employees who so choose shall have their pay cheques deposited directly to a financial institution of the employee's choice located in Powell River.

25.05 Base Rate Formula

- (a) Effective July 1st, 1985 the Municipal Labour I rate shall be twenty-one cents (\$0.21) below, and the Municipal Trades II rate shall be twenty-seven cents (\$0.27) below the Common Labourer and "A" Mechanic Journeyman rates respectively, paid by MacMillan Bloedel Limited, Powell River Division, to members of the Canadian Paperworkers Union. The Union agrees to maintain this differential.
- (b) The cents per hour increase established on the 1st of July each year for the base rate shall also be the cents per hour increase on all other rates with the exception of the Tradesman II rate.
- (c) Whenever the Canadian Paperworkers Union negotiate an increase other than cents per hour, the formula used shall be applied to Sections (a) and (b) of Clause 25.05 above.

25.06 Temporary Transfers Outside of the Bargaining Unit

When an employee temporarily relieves in or performs the principal duties of a higher paying position outside of the bargaining unit, the employee shall receive the rate of pay of the position filled with a minimum increase of ten percent (10%).

25.07 Vehicle Allowance

When employees are required to use their own vehicle for the Employer's business, compensation shall be at the mileage reimbursement rate established in the City of Powell River Council Remuneration and Reimbursement Bylaw.

25.08 Travel Advance and Per Diem

Employees travelling to seminars/education courses at the Employer's request shall be given a travel advance to cover no less than seventy-five percent (75%) of the estimated costs, including the per diem. The Employer agrees that the employee per diem rate shall match the exempt staff per diem rate.

ARTICLE 26 - RETIREMENT

26.01 Municipal Pension Plan

- (a) Employees who are eligible, shall participate in the Municipal Pension Plan.
- (b) Employees retiring should give the Employer three (3) months notice prior to the date of retirement.

ARTICLE 27 - JOB CLASSIFICATION AND RECLASSIFICATION

27.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions, classifications and reclassifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

If no settlement can be reached on the job description, the dispute may be submitted at Step 3 of the grievance procedure.

27.02 The Joint Job Evaluation Committee (J.J.E.C.)

- (a) The J.J.E.C. shall have equal representation and participation from the Parties, consisting of three (3) representatives from the Employer and three (3) representatives from the Union.
- (b) The Employer and the Union shall each designate one (1) of its representatives to act as co-Chairperson. The co-Chairpersons are responsible for:
 - i. The Chairing of Committee meetings;
 - ii. The scheduling of Committee meetings;
 - iii. The notification of appropriate Supervisors for Committee members' attendance;
 - iv. Establishing the priority of matters to be acted upon by the Committee.
- (c) Each Party may appoint/elect alternate representatives to serve as replacements for absent members. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.
- (d) Committee members shall be excused from rating their own job, the position of a direct subordinate, or any position where the rating of that job may place them in a conflict of interest situation.
- (e) Routine business decisions of the Committee shall be made by a simple majority. Job rating decisions shall require a unanimous decision of the full Committee and shall be final and binding on the Parties, subject to the Reconsideration Procedure.
- (f) Either Party to the Agreement may engage advisors to assist its representatives on the J.J.E.C. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the Committee.

27.03 Mandate of the J.J.E.C.

The J.J.E.C. shall implement and maintain the CUPE Gender-Neutral Job Evaluation Program by:

- (a) Evaluating all the jobs using the Job Evaluation plan;
- (b) Maintaining the integrity of the program;

- (c) Recommending to the Parties changes to the Job Evaluation plan, its procedures or methods, as may be deemed necessary from time to time;
- (d) Recording the results and rationale on the rating sheet and completing the Advice of Rating Form. Copies of the Advice of Rating Form and job description will be provided to the J.J.E.C., co-Chairs, incumbent(s), Supervisor and the Union.

27.04 Job Evaluation Procedure for Changed Jobs

Whenever the Employer changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:

- (a) The incumbent(s)/Union or the Supervisor/Employer may request a job evaluation review by completing and submitting a Reconsideration Form. The Reconsideration Form shall be date stamped by the Human Resources Manager who will give the Reconsideration Form to the co-Chairpersons of the Committee. The Human Resources Manager shall provide a copy of the current job description along with a maintenance questionnaire form for the incumbent(s) and Supervisor to complete;
- (b) Upon receipt of a completed Reconsideration Form, the J.J.E.C. shall proceed to gather accurate, up-to-date information on the job. The gathering of information shall involve requesting the incumbent(s) and Supervisor to complete a maintenance questionnaire completing only sections where the job has changed. Interviews shall be held with incumbents and/or Supervisors and where further information is required, visits to the workplace may be conducted;
- (c) The Committee shall meet to rate any subfactors of the job which may have been affected by changes to the job and establish a new rating for the job where necessary, and then advise the incumbent(s) and/or Supervisor of its decision;
- (d) The rating of the job shall determine the pay grade for the job.
 - i. If the pay grade of the job increases as a result of the review, such increase shall be paid to each incumbent effective the date stamp on the Reconsideration Form.

- ii. If the pay grade of the job decreases as a result of the review, the incumbent shall be red-circled and shall continue to be paid at the red circled wage rate notwithstanding the implementation of the new schedule for the position; and further that the "red circling" wage protection shall cease when the position is filled by another person, or the wage rate under the new schedule that would be paid to the incumbent is equal to or greater than the "red circled" rate;
- (e) The Employer shall update the job description and present it to the Union as per Clause 27.01.

27.05 Job Evaluation Procedure for New Jobs

Whenever the Employer wishes to establish a new job, the following procedures shall apply:

- (a) The Employer shall prepare a draft job description for the job;
- (b) The J.J.E.C. shall meet and establish a temporary pay grade for the job, based on the draft job description;
- (c) The job shall be posted and any person appointed to the job shall be paid the temporary pay grade;
- (d) Six (6) months after appointment to the job, the incumbent(s) and the Supervisor shall complete a Job Analysis Questionnaire. The questionnaire shall be submitted along with the draft job description to the J.J.E.C. The J.J.E.C. shall gather information about the job by interviewing the incumbent(s) and/or Supervisors and if required, may conduct visits to the workplace. The J.J.E.C. shall then rate the job and then advise the incumbent(s) and/or Supervisor of its decision;
- (e) The rating of the job shall determine the pay grade for the job.
 - i. If the pay grade increases as a result of the six (6) month review, such increase shall be paid to each incumbent effective the date of his appointment to the job.
 - ii. If the pay grade of the job decreases as a result of this six (6) month review, the incumbent shall be red-circled and shall continue to be paid at the red circled wage rate notwithstanding the implementation of the new schedule for

the position; and further that the "red circling" wage protection shall cease when the position is filled by another person, or the wage rate under the new schedule that would be paid to the incumbent is equal to or greater than the "red circled" rate.

- (f) The Employer shall update the job description and present it to the Union as per Clause 27.01.

27.06 Maintaining the Job Evaluation Program

It is important that each party maintain an independent record of accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program. It is the intention of the Parties to periodically review jobs upon request and to complete a review of all jobs every three (3) years.

27.07 Reconsideration Procedure

Within twenty (20) working days of receipt of the Advice of Rating Form, the following procedure shall apply:

- (a) The incumbent(s)/Union and/or the Supervisor/Employer may request reconsideration of the job rating by completing and submitting a Reconsideration Form, stating the reason(s) for disagreeing with the rating of the job.
- (b) The incumbent(s) and the Supervisor may make presentations to the Committee.
- (c) The J.J.E.C. shall consider the reconsideration request and make a decision which shall be final and binding upon the Parties and all employees affected.
- (d) The rating of the job shall determine the pay grade for the job.
 - i. If the pay grade of the job increases as a result of the review, such increase shall be paid to each incumbent effective the date stamp on the Reconsideration Form.
 - ii. If the pay grade of the job decreases as a result of the review, the incumbent shall be red-circled and shall continue to be paid at the red circled wage rate notwithstanding the implementation of the new schedule for the position; and

further that the "red circling" wage protection shall cease when the position is filled by another person, or the wage rate under the new schedule that would be paid to the incumbent is equal to or greater than the "red circled" rate;

- (e) The Committee shall inform both the incumbent(s) and the Supervisor of its decision using the Review Decision Form .

27.08 Settlement of Disagreements Within the J.J.E.C.

In the event the J.J.E.C. is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Program, the co-Chairpersons of the Committee shall request, within ten (10) working days, that each Party designate an advisor to meet with the Committee and attempt to assist in reaching a decision.

If, after the meeting with the two (2) advisors appointed, the Committee remains unable to agree upon the matter in dispute, the co-Chairpersons shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) working days.

Either Party may, by written notice to the other Party, refer the dispute to Step 3 of the grievance procedure.

27.09 Definitions

The following definitions are to apply to the terms used herein and throughout the Job Evaluation Program:

Benchmark jobs	"Sample Jobs" which represent a selection of jobs chosen from the classifications covered by the plan. These are used as a basis for comparison under the job evaluation plan.
Factors	The four (4) major criteria used to measure jobs are skill, effort, responsibility and working conditions.
Incumbent	An employee assigned to a job.
Job analysis	The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility and working conditions involved in the performance of that job, through the use of questionnaires, interviews and workplace observation.

Job analysis & maintenance questionnaire(s)	The tool(s) used to collect and record job data which forms part of the job related documents.
Job description	The written description of a job which includes a summary and a listing of the major duties and responsibilities.
Job evaluation	A process which measures the value of jobs in relation to each other; this value is expressed in points.
New job	A job which is added to the workforce where work is sufficiently different from work currently being performed in the workplace that it cannot be assigned to an existing job.
Out-of-schedule rate	A pay rate that is in excess of the maximum rate determined through the job evaluation program. This rate is established for a specific purpose and normally for a specified period of time.
Pay Grade	A designated salary range within the salary schedule including increments, if any.
Position	A collection of duties and responsibilities assigned to one (1) person.
Rating	The process of relating the facts contained in the job documents to the job evaluation plan and selecting the factor degree levels judged to be appropriate.
Rating Sheet	Records the facts and rationale for the degree levels assigned to each subfactor for each job.
Reclassification	A significant change in the skill, effort, responsibilities or working conditions of a job which may or may not affect its value or pay rate.
Red-circled rate	The wage rate that is higher than the newly established wage rate.
Sore-thumbing	The process of making an objective comparison of a rating decision made by the Committee to previous rating decisions of similar and/or related positions. Comparisons may be performed by subfactors or total points.
Total Point Allocation	The total point allocation shall be used to determine the salary range for the jobs. Salary ranges are provided in the Collective Agreement.

ARTICLE 28 - EMPLOYEE BENEFITS

28.01 Employee Benefits

- (a) All benefit plans coverages, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefit plans as amended from time-to-time. Any descriptions in this Agreement are provided for the purpose of general information.
- (b)
 - i. All full-time employees are eligible for all benefits in this Article.
 - ii. All part-time employees are eligible for benefits as outlined in 1.04.
 - iii. An employee who chooses not to participate in compulsory benefit plans may do so providing they provide proof of coverage elsewhere.
- (c) Coverage under the benefit plans shall begin at the beginning of the work month following the month in which the employee commences work, except for Group Life and Accidental Death and Dismemberment plans which shall begin on the day the employee commences work.
- (d) The Employer shall pay one hundred percent (100%) of the premiums for the Employee Benefit Plans in Clause 28.02.
- (e) The Benefit Plans shall not be reduced in any respect without the consent of the Union.

28.02 Employee Benefit Plans

Employee benefit plans shall include the following:

- (a) Medical Plan
- (b) Extended Health Benefits Plan
- (c) Dental Insurance Plan
- (d) Group Life Insurance and Accidental Death & Dismemberment Plans
- (e) Weekly Indemnity Plan

28.03 Benefits While Absent

- (a) Full-time employees on Family Responsibility Leave, Compassionate Care Leave, Bereavement Leave, or Jury Duty will continue on all applicable benefit plans as if continuously employed.
- (b) Part-time employees on Family Responsibility Leave or Compassionate Care Leave will continue on all applicable benefit plans as if continuously employed.
- (c) All employees on authorized leave without pay, or on layoff with recall rights, may continue on the applicable benefit plans by paying the full premiums in advance each month. An employee granted leave of absence without loss of pay shall remain on the applicable benefit plans.

ARTICLE 29 - SAFETY AND HEALTH

29.01 Pay for Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home, shall receive payment for the remainder of whichever half (½) of the day in which the employee is injured PROVIDED that the employee completes the WorkSafeBC report on the injury.

29.02 WorkSafeBC Regulations

No person shall carry out, or cause to be carried out, any work process or operate or cause to be operated, any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

29.03 Occupational Health and Safety Committee

- (a) The Joint Occupational Health and Safety Committee membership will be in accordance with the Workers' Compensation Act.
- (b) The Committee will function in accordance with the Workers' Compensation Act and Occupational Health and Safety Regulations, and will participate in developing a program to reduce risk of occupational injury or illness.

- (c) Employees who are representatives of the Committee shall not suffer any loss of pay for time spent on the business of the Committee.
- (d) Committee meetings shall be scheduled during normal working hours.

ARTICLE 30 - TECHNOLOGICAL AND OTHER CHANGES

30.01 Technological Change

The Employer and the Union acknowledge that technological change could occur from time-to-time and when such change occurs, the Parties mutually agree to discuss the matter at the Joint Labour/Management Committee. Should no agreement be reached the provisions of Article 12, commencing at Step 3 and Article 13 of this Agreement, may be invoked.

30.02 No Layoffs

It is agreed and understood that employees shall not be laid off as a result of technological change until the provisions of Clause 30.01 have been complied with.

30.03 No Stoppage of Work

The decision reached through the procedure as outlined in Clause 30.01 of this Agreement shall be conclusive and binding, and there shall be no stoppage of work.

30.04 Visual Display Terminals

A pregnant employee working on VDTs may be given alternate employment, where possible, with no loss of pay or benefits for the duration of the employee's pregnancy if the employee so requests. If no such employment is available, a leave of absence without pay or benefits shall be granted.

30.05 Computer Upgrading and Programs

In the event the Employer upgrades computer hardware or software, the Employer agrees to consult with the employees affected. In addition, employees shall receive training on the new systems and programs.

ARTICLE 31 - JOB SECURITY

31.01 Contracting Out

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees pursuant to Clause 17.01, Section (a), or which would result in the failure to recall laid off employees with recall rights.

31.02 Unionized Employers

The Employer shall endeavour at all times to contract out work to Unionized employers.

31.03 Volunteers

- (a) The Employer agrees not to solicit volunteers to carry out any work presently performed by employees covered by the Agreement which would result in the laying off of such employees pursuant to Clause 17.01, Section (a), or which would result in the failure to recall laid off employees with recall rights.
- (b) The Parties agree that all volunteer projects will undergo both a City and Union endorsement process. No project will proceed without the written endorsement of both Parties. A committee shall be established to discuss concerns which may prevent endorsement.

31.04 Minimum Staffing

In order to provide job security for full-time employees of the City, the Employer agrees that no fewer than seventy-six (76) full-time employees will be employed by the City in classifications in Schedules "A" and "B" combined.

ARTICLE 32 - N/A

ARTICLE 33 - UNIFORM AND CLOTHING ALLOWANCE

33.01 Protective Clothing

- (a) Coveralls shall be issued to all Public Works employees including but not limited to the following:

- Transfer Site
- Sewer
- Waterworks
- Parks
- Mechanics
- Complex Utility Workers
- Complex Utility Maintenance

- (b) Gloves shall be issued to all Public Works employees, including but not limited to the following:

- Transfer Site
- Sewer
- Waterworks
- Parks
- Mechanics
- Roads
- Civic Properties
- Wharfinger
- Poundkeepers/Bylaw Enforcement Officers
- Civic Technologists
- Complex Janitors
- Complex Utility Workers
- Complex Utility Maintenance
- Complex Maintenance Foreman

- (c) Uniforms shall be issued to the following:

- Transit
- Civic Properties Janitors
- Poundkeepers/Bylaw Enforcement Officers
- Wharfinger
- Complex Janitors
- Complex Utility Workers
- Complex Utility Maintenance
- Complex Maintenance Foreman

And any other position required by the Employer.

- (d) Smocks shall be provided in the Municipal office for the use of personnel when operating duplicating machines.
- (e) The cleaning of protective clothing supplied by the Employer and worn by personnel in sanitation, tar truck, tar pot, parks, cement shed and in the manufacture of manholes, Equipment Operators, Municipal garage, Municipal office staff, arena and Civic Properties Janitors shall be at the expense of the Employer.
- (f) The articles of clothing shall remain the property of the Employer and shall be issued only to those employees qualified in this Section. The employee is required to use reasonable precaution in the use of said garments and shall be responsible for loss or destruction of same directly attributable to any act of negligence on the employee's part.
- (g) Where uniforms or articles of clothing are mandatory by the WorkSafeBC or by Municipal request, the Employer shall supply, maintain and clean, PROVIDED HOWEVER that footwear shall only be supplied at the arena and incinerator operations if and when required.
- (h) The Employer will reimburse an employee for forty percent (40%) of the cost of one (1) pair of safety footwear, rubber boots and rain gear, per calendar year, provided it is required on the job. Part-time employees shall receive reimbursement upon successful completion of their probation period.
- (i) Where hardened eye glass lenses are required for safety reasons, the Employer will pay one hundred percent (100%) of the cost of the hardening of the lenses.
- (j) The Employer shall provide a bathing suit allowance of fifty dollars (\$50.00) annually to Aquatics staff. Part-time employees shall receive reimbursement upon successful completion of their probation period.

ARTICLE 34 - GENERAL CONDITIONS

34.01 Bulletin Boards

Bulletin boards shall be supplied by the Employer as required. The Employer, in co-operation with the Union, shall determine the location of the bulletin boards.

ARTICLE 35 - N/A

ARTICLE 36 - N/A

ARTICLE 37 - GENERAL

37.01 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the Party or Parties hereto so require.

37.02 Department Head or Human Resources Manager

Whenever reference is made in this Collective Agreement to "Department Head" or "Human Resources Manager", it is considered that in their absence their delegates shall possess the same power and authority to act on their behalf.

37.03 Regular, Permanent, Casual and Temporary Employment

All references in this Agreement to terms "regular" and "permanent" employment shall be considered to read "full-time" and all references to "casual" and "temporary" employment shall be considered to read "part-time".

37.04 Certification and Recertification

If an employee attends education or upgrading courses related to employment at the request of the Employer, the Employer shall cover fees and costs incurred and the employee shall suffer no loss of pay.

Employees who are required to be certified in their jobs shall be reimbursed for the fees paid for exams and fees paid for recertification, to maintain their status, and will be granted leave of absence without loss of pay to take the exam. If taking a course is a pre-condition to take the exam and/or to be recertified, the employee will be reimbursed for the course fees and will be granted leave of absence without loss of pay to take the course.

ARTICLE 38 - TERM OF AGREEMENT

38.01 Duration

The terms and conditions of this Agreement shall be binding and remain in full force and effect from the 1st day of January, 2007 to the 31st day of December, 2009, and shall continue from year-to-year thereafter until a new Agreement is reached as provided for in the Statutes of the Province of British Columbia.

ARTICLE 39 - WAGE INCREASES

39.01 Wage Increases

August 1, 2007	2.5%
January 1, 2008	2.75%
January 1, 2009	3.5%

IN WITNESS WHEREOF the Corporate Seal of the City of Powell 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, the day and year first above written.

The Corporate Seal of
CITY OF POWELL RIVER
was hereunto affixed by
and in the presence of:

Signed by the President and
Vice-President of the CANADIAN
UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 798

Mayor
Stewart B. Alsgard

President
Sandi Morris

Chief Administrative Officer
Stan Westby

Vice-President
Graham Mahy

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SCHEDULE "A" – HOURLY RATES

	Sept 21 2007	Jan 1 2008	Jan 1 2009
<u>ADMINISTRATION</u>			
Receptionist - City Hall	21.51	22.10	22.87
Administration Office Clerk	22.44	23.06	23.87
Human Resources Clerk	25.18	25.87	26.78
Records Management Clerk	24.27	24.94	25.81
Poundkeeper/Bylaw Enforcement Officer	26.11	26.83	27.77
Poundkeeper/Bylaw Enforcement Officer - Assistant	23.36	24.00	24.84
<u>ENGINEERING SERVICES</u>			
Draftsperson/Survey Assistant	24.27	24.94	25.81
Secretary, Engineering	25.18	25.87	26.78
Instrumentperson/Draftsperson	24.27	24.94	25.81
Head Surveyor	25.18	25.87	26.78
Civil/Survey Engineering Technologist	25.18	25.87	26.78
Technologist - Sanitary & Storm Sewers	28.84	29.63	30.67
Technologist - Water Systems & Roads	28.84	29.63	30.67
Technical Manager	28.84	29.63	30.67

SCHEDULE "A" – HOURLY RATES

Sept 21 2007 Jan 1 2008 Jan 1 2009

DEVELOPMENT SERVICES

Planning Licensing Assistant	20.61	21.18	21.92
Development Clerk - Planning	23.36	24.00	24.84
Operational/Development Services Secretary	23.36	24.00	24.84
*R.R.A.P. Coordinator	23.58	24.23	25.08
Development Services Coordinator	26.11	26.83	27.77
Development Clerk - Building/Licensing	26.11	26.83	27.77
Planning Coordinator	27.02	27.76	28.73
Building/Plumbing Inspector	27.93	28.70	29.70
Assistant Planner	30.68	31.52	32.62

RECREATION COMPLEX

Secretary	23.36	24.00	24.84
Head Receptionist	24.27	24.94	25.81
Head Lifeguard	24.27	24.94	25.81
Recreation Office Coordinator	27.02	27.76	28.73

SCHEDULE "A" – HOURLY RATES

	Sept 21 2007	Jan 1 2008	Jan 1 2009
Recreation Facilities Coordinator	24.27	24.94	25.81
Recreation Program Coordinator	25.18	25.87	26.78
Aquatic Program Coordinator	25.18	25.87	26.78

R.C.M.P.

Records Clerk	24.27	24.94	25.81
Dispatch Clerk	23.36	24.00	24.84
Detachment Clerk	26.11	26.83	27.77
Secretary	24.27	24.94	25.81

FINANCIAL SERVICES

Financial Services Accounting Clerk/Cashier	22.44	23.06	23.87
Purchasing Clerk	22.44	23.06	23.87
Secretary	22.44	23.06	23.87
*Accounting Clerk I	23.36	24.00	24.84
Cashier Clerk-Typist	24.27	24.94	25.81
Accounting Clerk II - Receivable	24.27	24.94	25.81
Payroll Clerk	24.27	24.94	25.81
Accounting Clerk III - Payable	26.11	26.83	27.77

SCHEDULE "A" – HOURLY RATES

	Sept 21 2007	Jan 1 2008	Jan 1 2009
Municipal Cashier	25.18	25.87	26.78
Accounting Clerk III - General	26.11	26.83	27.77

MISCELLANEOUS

*Clerk Typist	22.45	23.07	23.88
*Clerk Stenographer	22.78	23.41	24.23

*Indicates a job description/evaluation has not been done

SCHEDULE "B" - HOURLY RATES

Jan 1 2007 Aug 1 2007 Jan 1 2008 Jan 1 2009

Equipment Operator II - 1 yard to 2 yards	22.79	23.36	24.00	24.84
Equipment Operator III - over 2 yards	21.89	22.44	23.06	23.87
Equipment Operator IV - grader	21.89	22.44	23.06	23.87

MECHANICS

Trades I	24.57	25.18	25.87	26.78
Trades II	29.03	29.76	30.58	31.65
Trades II Transit	29.03	29.76	30.58	31.65

RECREATION COMPLEX

Janitor	21.89	22.44	23.06	23.87
Recreation Facilities Utilityworker I	22.79	23.36	24.00	24.84
Recreation Facilities Utilityworker II	24.57	25.18	25.87	26.78
Recreation Facilities Utilityworker III	23.68	24.27	24.94	25.81
Recreation Facilities Utility/Maintenance	24.57	25.18	25.87	26.78

CIVIC PROPERTIES

Janitor I (6 months maximum)	20.11	20.61	21.18	21.92
Janitor II	22.79	23.36	24.00	24.84
Janitor III	22.79	23.36	24.00	24.84
Maintenance Worker	22.79	23.36	24.00	24.84
Trades I - General	26.36	27.02	27.76	28.73
Trades I - Painter	24.57	25.18	25.87	26.78
Trades I - Carpenter	24.57	25.18	25.87	26.78
Trades II - Carpentry/Maintenance	27.25	27.93	28.70	29.70
Trades II - Painter/Maintenance	25.47	26.11	26.83	27.77

FOREMAN

Parks	31.94	32.74	33.64	34.82
Roads	31.94	32.74	33.64	34.82
Utilities	31.94	32.74	33.64	34.82

SCHEDULE "B" - HOURLY RATES

Jan 1 2007 Aug 1 2007 Jan 1 2008 Jan 1 2009

Recreation Complex Maintenance	31.94	32.74	33.64	34.82
Mechanics/Transit	31.94	32.74	33.64	34.82
Civic Properties	31.94	32.74	33.64	34.82
*Transit	31.94	32.74	33.64	34.82

(rate set at 10% over Trades II rate as per banding schedule for the Foreman positions)

MISCELLANEOUS

Sign Manufacturer Assistant	20.99	21.51	22.10	22.87
Transfer Station Operator Assistant	22.79	23.36	24.00	24.84
Swamper Tar Truck	20.99	21.51	22.10	22.87
Treatment Plant Operator I/Membrane Cleaner	22.79	23.36	24.00	24.84
*Assistant Storekeeper/Timekeeper	21.31	21.84	22.44	23.23
*Tradesman Assistant	21.84	22.39	23.01	23.82
Storekeeper/Timekeeper I	21.89	22.44	23.06	23.87
Sewer Maintainer I	23.68	24.27	24.94	25.81
Roads Maintainer	21.89	22.44	23.06	23.87
Utilities Labourer II	22.79	23.36	24.00	24.84
Treatment Plant Operator I/Sludge Press Operator	22.79	23.36	24.00	24.84
Sign Manufacturer	22.79	23.36	24.00	24.84
Waterworks Maintenance Technician I	25.47	26.11	26.83	27.77

SCHEDULE "B" - HOURLY RATES

Jan 1 2007 Aug 1 2007 Jan 1 2008 Jan 1 2009

Waterworks Fitter	22.79	23.36	24.00	24.84
Wharfinger	22.79	23.36	24.00	24.84
Public Works Maintenance Worker	22.79	23.36	24.00	24.84
Storekeeper/Timekeeper II	22.79	23.36	24.00	24.84
Treatment Plant Operator I	22.79	23.36	24.00	24.84
Occupational Health & Safety Coordinator	23.68	24.27	24.94	25.81
Inflow & Infiltration Technician	23.68	24.27	24.94	25.81
Waterworks Maintenance Technician II	26.36	27.02	27.76	28.73
Transfer Station Operator	23.68	24.27	24.94	25.81
Sewer Maintainer II	25.47	26.11	26.83	27.77
Treatment Plant Operator II	26.36	27.02	27.76	28.73
Treatment Plant Operator III	27.25	27.93	28.70	29.70

*Indicates a job description/evaluation has not been done

SUPERVISORY RATES

A Leadhand will be paid the Leadhand's rate for the full day PROVIDED that they have three (3) or more employees working under the leadhand for the first four (4) hours of the day.

Leadhands - 3 pay grades above highest rate on the job. Such rate shall include all bonuses for shift or tour duty, hours worked.

DEFINITION OF "PAY GRADE"

Wherever in this Agreement the term "pay grade" is used to determine a further additional rate of pay for a job performed, it shall mean the current difference between Labourer I and Labourer II after twelve (12) months as outlined in Schedule "B".

SPECIAL RATES

- (a) All trucks when snow plowing - 2 pay grades above normal rate.
- (b) When blasting - Trades II rate (minimum 4 hours)
- (c) Ammonia charging - Trades II rate (minimum 4 hours)
- (d) Tree falling - Trades II rate (this shall exclude tree topping and dangerous trees).
- (e) Pesticide Applicator - 3 pay grades above normal rate.
- (f) Sand blasting - 2 pay grades above normal rate.
- (g) When assigned to work directly with helicopter - 3 pay grades above normal rate.

PROGRESSION THROUGH WAGE INCREMENTS FOR RECREATION FACILITIES UTILITYWORKERS

Recreation Facilities Utilityworker I - 12 months

Recreation Facilities Utilityworker II - 12 months as Recreation Facilities Utilityworker I

Recreation Facilities Utilityworker III - 12 months as Recreation Facilities Utilityworker II

It is AGREED to introduce an oral and written examination based on work involved, to be conducted by an impartial examiner. This shall become part of the requirement before an employee can move from Recreation Facilities Utilityworker II to Recreation Facilities Utilityworker III.

SCHEDULE "D" – HOURLY RATES

	Jan 1 2007	Aug 1 2007	Jan 1 2008	Jan 1 2009
*Clerical Assistant	11.57	11.86	12.19	12.62
Disc Jockey	11.57	11.86	12.19	12.62
Usher	11.57	11.86	12.19	12.62
Parking Attendant	11.57	11.86	12.19	12.62
Doorperson	12.49	12.80	13.15	13.61
Stagehand	12.49	12.80	13.15	13.61
Pound Assistant	13.40	13.74	14.12	14.61
Skate Patrol	13.40	13.74	14.12	14.61
Recreation Program Leader	14.32	14.68	15.08	15.61
Skate Shop Attendant	14.32	14.68	15.08	15.61
Snack Bar Attendant I	14.32	14.68	15.08	15.61
Facility Host	15.24	15.62	16.05	16.61
Front of House Coordinator	15.24	15.62	16.05	16.61
Theatre Technician I	15.24	15.62	16.05	16.61
Special Area Coordinator - Leisure Friend	15.24	15.62	16.05	16.61
Recreation Instructor - Start - Level I	15.24	15.62	16.05	16.61
Weigh Scale Operator	15.24	15.62	16.05	16.61
R.C.M.P. Guard	15.24	15.62	16.05	16.61
*Special Secretary	15.61	16.00	16.44	17.02
Special Area Coordinator - volunteers	16.13	16.53	16.98	17.57
Treasury Office Clerk	16.13	16.53	16.98	17.57
Senior Program Attendant	16.13	16.53	16.98	17.57
Graphic Artist	16.13	16.53	16.98	17.57
Recreation Instructor-Advanced-Level II -Arts	16.13	16.53	16.98	17.57
*Incinerator Helper	17.01	17.44	17.92	18.55
Recreation Instructor-Advanced-Level II-Sports	17.05	17.48	17.96	18.59
Snack Bar Attendant II	17.05	17.48	17.96	18.59

SCHEDULE "D" – HOURLY RATES

Jan 1 2007 Aug 1 2007 Jan 1 2008 Jan 1 2009

*R.C.M.P. Dispatcher	17.85	18.30	18.80	19.46
Recreation Instructor-Advanced-Level II-Fitness	17.97	18.42	18.93	19.59
Assistant Wharfinger	17.97	18.42	18.93	19.59
Treasury Cashier Clerk	18.89	19.36	19.89	20.59
**Engineering Services Office Clerk	20.11	20.61	21.18	21.92
**Pound/Bylaw Assistant	20.99	21.51	22.10	22.87
**Economic Development Secretary	21.89	22.44	23.06	23.87
**Receptionist I	21.89	22.44	23.06	23.87
**Fitness Programmer	21.89	22.44	23.06	23.87
**Receptionist II	22.79	23.36	24.00	24.84
**Food Services Coordinator	22.79	23.36	24.00	24.84
**Theatre Technician II	23.68	24.27	24.94	25.81
**Leisure Programmer	23.68	24.27	24.94	25.81

*Indicates a job description/evaluation has not been done

** (JJE was done based on banding schedule for Full-time and Regular Part-time)

SCHEDULE "E" – HOURLY RATES

Jan 1 2007 Aug 1 2007 Jan 1 2008 Jan 1 2009

AQUATIC STAFF

Aquatic Staff I	17.05	17.48	17.96	18.59
Aquatic Staff II	17.97	18.42	18.93	19.59
Aquatic Staff III	19.80	20.30	20.86	21.59
*Aquatic Staff IV	19.01	19.49	20.03	20.73

NOTE:

Aquatic staff doing major cleanup at night shall receive Labourer I rate of pay for hours so worked.

PROGRESSION THROUGH INCREMENTS FOR AQUATIC STAFF

Aquatic Staff I will automatically advance to Aquatic Staff II upon attainment of requirements for Aquatic Staff II.

*Indicates a job description/evaluation has not been done

SCHEDULE "F"

RED CIRCLING

JOB TITLE	RED-CIRCLED EMPLOYEES	RED CIRCLED RATE	BANDED RATE JAN 1/07	BANDED RATE AUG 1/07	BANDED RATE JAN 1/08	BANDED RATE JAN 1/09
R.C.M.P. Guard	Wilf Belanger	16.44	15.24	15.62	16.05	16.61
	Harold Brown	16.44				
	Alice Courte	16.44				
	Phil George	16.44				
	Floyd George	16.44				
	Ross Gill	16.44				
	Margaret Havens	16.44				
	Robert Olsen	16.44				
	Annette Stewart	16.44				

MEMORANDUM OF AGREEMENT - #1

BETWEEN:

CITY OF POWELL RIVER

AND THE:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 798**

Re: Clause 25.05 - Base Rate Formula

The Parties agree that Clause 25.05 (Base Rate Formula) of the Collective Agreement shall be suspended and remain inoperative during the term of this Agreement and shall remain suspended and inoperative in all future Agreements unless and until the Parties agree to reactivate the Clause by mutual agreement in writing.

This Memorandum of Agreement shall be attached to and form part of this Collective Agreement effective the date of signing of the Agreement.

Dated this _____ day of _____, 2007 in the City of Powell River, B.C.

FOR THE UNION:

FOR THE CITY:

Sandi Morris, President

Stewart B. Alsgard, Mayor

Graham Mahy, Vice-President

Stan Westby, Chief Administrator Officer

MEMORANDUM OF AGREEMENT - #2

BETWEEN:

CITY OF POWELL RIVER

AND THE:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 798**

Re: Building/Plumbing Inspector Assistant Position

In order to assist the Employer in recruiting and retaining a Building/Plumbing Inspector Assistant within the bargaining unit, the Parties agree to the following:

1. The position shall be renamed Building/Plumbing Inspector.
2. In addition to the January 1, 2007 hourly rates listed in Schedule "A" of the Collective Agreement, an out-of-schedule "market adjustment" of six dollars and sixty-three cents (\$6.63) per hour for the Start rate, six dollars and seventy-two cents (\$6.72) per hour for the Level 1 rate, and six dollars and ninety-three cents (\$6.93) per hour for the Level 2 rate, shall be paid to the Building/Plumbing Inspector position. This market adjustment shall continue to be paid for the period the incumbent remains in the position.
3. Any general wage increase afforded to CUPE shall be applied to the January 1, 2007 market adjusted rate.
4. An employee temporarily assigned to substitute in the Building/Plumbing Inspector position pursuant to Clause 25.02 shall also receive an out-of-schedule "market adjustment".

Dated this _____ day of _____, 2007 in the City of Powell River, B.C.

FOR THE UNION:

FOR THE CITY:

Sandi Morris, President

Stewart B. Alsgard, Mayor

Graham Mahy, Vice-President

Stan Westby, Chief Administrative Officer

MEMORANDUM OF AGREEMENT - #3

BETWEEN:

CITY OF POWELL RIVER

AND THE:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 798**

Re: Employer Sponsored Work Day for Union Business

When the CUPE Local 798 President is an employee of the City of Powell River, the Parties hereby agree that the Employer shall fund one (1) day per week for the President to conduct Union business.

This funded work day shall be in addition to any work days funded by the Union as outlined in Clause 24.01, Section (c).

The Union business done on this day shall be to attend to labour relations matters for the employees of the City, and shall not be used for the purpose of supporting labour relations for Library and Regional District employees.

The priority for Union business on this day shall be meetings with the Employer on grievance and any other labour relations matters.

The work day for Union business shall be the same day each week; to be mutually decided upon between the Union President and their immediate Supervisor to best accommodate operational requirements. The Employer may elect to backfill the absent employee's position. The rate of pay for the Union President for this day shall be their current rate of pay in their regular position.

This Memorandum of Agreement shall be attached to and form part of this Collective Agreement effective January 1st, 2008.

Dated this ____ day of _____, 2007 in the City of Powell River, B.C.

FOR THE UNION:

FOR THE CITY:

Sandi Morris, President

Stewart B. Alsgard, Mayor

Graham Mahy, Vice-President

Stan Westby, Chief Administrative Officer

LETTER OF UNDERSTANDING - #1

BETWEEN:

CITY OF POWELL RIVER

AND THE:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 798**

Re: Recreation Facility UtilityWorker/Janitor-Summer and Holiday Hours

The Parties hereby agree that during summer operating hours and statutory holidays the schedule will be modified so that the Employer may staff with only one (1) full-time employee to work an eight (8) hour shift on a Saturday or statutory holiday to reflect hours of operation.

Dated this _____ day of _____, 2007 in the City of Powell River, B.C.

FOR THE UNION:

FOR THE CITY:

Sandi Morris, President

Stewart B. Alsgard, Mayor

Graham Mahy, Vice-President

Stan Westby, Chief Administrative Officer

LETTER OF UNDERSTANDING - #2

BETWEEN:

CITY OF POWELL RIVER

AND THE:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 798**

Re: R.C.M.P. Staff Changes of Hours

The Parties hereby agree to the following change to the hours of work for CUPE office staff working at the R.C.M.P. office:

<u>Records Clerk</u> (1/2 hour unpaid lunch)	Monday through Thursday 8.75 hours x 4 day work week = total 35 hours per week.	7:45 a.m.- 5:00 p.m.
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<u>Detachment Clerk</u> (1/2 hour unpaid lunch)	Monday through Thursday 8.75 hours x 4 day work week = total 35 hours per week.	7:45 a.m.-5:00 p.m.
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<u>Dispatch Clerk</u> (1 hour unpaid lunch)	Monday through Friday 7.0 hours x 5 day work week = total 35 hours per week.	9:00 a.m.-5:00 p.m.
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<u>Secretary</u> (1/2 hour unpaid lunch)	Tuesday through Friday 8.75 hours x 4 day work week = total 35 hours per week.	7:45 a.m.-5:00 p.m.
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Dated this ____ day of _____, 2007 in the City of Powell River, B.C.

FOR THE UNION:

FOR THE CITY:

Sandi Morris, President

Stewart B. Alsgard, Mayor

Graham Mahy, Vice-President

Stan Westby, Chief Administrative Officer

LETTER OF UNDERSTANDING - #3

BETWEEN:

CITY OF POWELL RIVER

AND THE:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 798**

Re: Foremen/Supervisors-Public Works and Transportation Divisions

The Employer and the Union agree that the Public Works and Transportation Division Foremen's job descriptions that have been amended as of the date of ratification reflect the work that is being performed, and therefore are not subject to reposting.

The Employer and the Union agree that the above "Foreman" job titles shall be changed to "Supervisor" effective the date of ratification.

The Joint Job Evaluation Committee (JJEC) will rate the new "Supervisor" positions and establish a new rating for the job where necessary. The rating of the job shall determine the pay grade for the job.

If the pay grade of the job increases, such increase shall be paid effective the date of ratification. If the pay grade of the job decreases, the incumbents and persons who currently regularly replace the incumbents - namely Tom Hoehn, Doug Coe, Larry Price, Cam Reed, Dave Auline, Art Newton, Dave Knorr, Gaetan Tetreault, and Gerry Woods - will be paid at the red-circled rate notwithstanding the new implementation of the new schedule for the position; and further that the "red-circling" wage protection shall cease when the position is vacated by the incumbent, or the wage rate under the new schedule that would be paid to the incumbent is equal to or greater than the "red-circled" rate.

This Letter of Understanding shall be attached to and form part of the Collective Agreement effective on the date of ratification of the Agreement.

Dated this ____ day of _____, 2007 in the City of Powell River, B.C.

FOR THE UNION:

FOR THE CITY:

Sandi Morris, President

Stewart B. Alsgard, Mayor

Graham Mahy, Vice-President

Stan Westby, Chief Administrative Officer

LETTER OF UNDERSTANDING - #4

BETWEEN:

CITY OF POWELL RIVER

AND THE:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 798**

Re: Addressing Issues at Labour/Management Committee

The Parties hereby agree to commit to address the following Articles of the Collective Agreement and labour issues at the Labour/Management Committee during the term of the 2007-2009 Collective Agreement:

Clause 18.09 Sunday Rate (Sunday Schedule)

Clause 31.01 Contracting Out

Training and Development

Time off in lieu for training

Dated this ____ day of _____, 2007 in the City of Powell River, B.C.

FOR THE UNION:

FOR THE CITY:

Sandi Morris, President

Stewart B. Alsgard, Mayor

Graham Mahy, Vice-President

Stan Westby, Chief Administrative Officer