Collective Agreement

Between

The Corporation of the City of Rossland

ROSSLAND
Canada’s Alpine City

And

Canadian Union of Public Employees Local 2087

CUPE
On the front line

Effective March 1, 2015 - February 28, 2019
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PREAMBLE

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

"ANNIVERSARY DATE" means first day of work.

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

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

"TEMPORARY EMPLOYEE" means an employee hired for a specific period of time not to exceed eight (8) consecutive months with an option to extend with mutual consent. Such employee shall accumulate seniority and other benefits of this Agreement, except as otherwise stated herein. On completion of the temporary position, all seniority shall cease.

"CASUAL EMPLOYEE" means any employee hired on an intermittent basis. Casual employees shall be entitled to seniority as specified when they have completed seven hundred and twenty (720) hours worked within a twelve (12) month period.

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

"DAY" means Calendar Day.

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

"MONTH" means Calendar Month.

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

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

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

"BUMPING" means the procedure whereby an employee who is to be laid off may exercise his or hers seniority rights and displace an employee with less seniority, and whereby a displaced employee may in turn exercise his or hers seniority rights over another employee with less seniority.
ARTICLE 1 - RECOGNITION OF THE UNION

1.01 Sole Bargaining Agency

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

1.02 Union Induction

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

1.03 No Discrimination

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

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

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

Processing Complaints

Employees may process complaints about harassment through the grievance procedure, subject to the following changes:

a) Where a person who is the subject of the complaint is the management representative at any step of the grievance procedure the grievance may be presented to another appropriate management representative(s);
b) Management and Union representatives in the course of investigating a complaint of harassment shall have due regard for privacy and confidentiality of any and all persons involved in the complaint;

c) An arbitrator in the determination of a complaint of harassment may take reasonable steps to protect the interest of all parties in privacy and confidentiality in this determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.

1.06 The employer and its employees agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, or marital status, nor by reason of his/her membership in a Labour Union, and the employees shall at all times and in like manner act in good faith toward the employer.

1.07 No Strikes or Lockouts

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

1.08 Managerial Exclusions

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

1.09 Union Check-Off and Induction

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

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

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

1.12 The City shall at the time of making such remittances, enclose a list of such employees from whose pay cheque such deductions are made.
1.13 The City agrees to acquaint new employees with the fact that a Collective Agreement between the parties is in effect and with the conditions of employment and providing the new employee an opportunity to meet with the Union Stewards on or shortly after employment.

1.14 Shop Stewards

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

1.15 Bulletin Boards

The City agrees that the Union shall have the right to maintain a bulletin board in a conspicuous and convenient place, provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and postings and reports of the Union.
ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Management of the City's business, the promotion, demotion or discharge for proper cause and the direction of the working forces including the hiring is vested exclusively in the City, except as may be otherwise specifically provided in this Agreement.

2.02 The Union agrees that the City has the right to make and alter from time to time, as the necessity arises, rules and regulations to be observed by all employees, which rules, regulations and/or amendments shall not be inconsistent with the provisions of this Agreement.

2.03 All rules, regulations and/or amendments shall be communicated in writing to the Union.

2.04 The selection of Managerial/Supervisory staff shall be entirely a matter for the discretion of the City.
ARTICLE 3 - TECHNOLOGICAL, AUTOMATION & OTHER CHANGES

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

3.02 Notification of Changes

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

3.03 Technological Displacement

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

3.04 Displacement

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

3.05 Training Programs

a) Where an employee decides to enter into a training program to improve or acquire skills which are of present or potentially future benefit to the City, the City may provide training assistance in the form of time off with pay, or tuition, or books and related teaching aids, or any combination thereof, subject to the successful completion of such training program by said employees.

b) Where an employee decides to enter into an apprenticeship program in trades where the City employs licensed journeymen, the City may, at its discretion, provide assistance as defined in (a) above.

c) On being accepted as a journeyman apprentice by the appropriate provincial authorities, the employee's job classification shall be "(name of the trade) Apprentice" and the pay grade shall be that of the Public Works Tradesman I for the duration of the apprenticeship. The City shall maintain the income level of a journeyman apprentice during the required attendance at the vocational school in compliance with the Supplemental Unemployment Benefit Plan defined in Schedule "C". An apprentice shall accrue seniority
and shall be entitled to the Municipal Pension Plan and to all other benefits enjoyed by City bargaining unit employees.

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

3.06 Severance Pay

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

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

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

3.09 No New Employees

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

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

3.11 Job Security

In order to provide job security for members of the bargaining unit, the employer agrees that no person in the employ of the City shall be laid off or suffer a loss of regular hours of work or rate of pay, except for just cause, as a result of reassignment of bargaining unit work.
ARTICLE 4 - DISCUSSION OF DIFFERENCES

4.01 Committee on Labour Relations/Grievances

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

4.02 Union General Grievance Committee

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

4.03 Grievance Investigations and Meetings

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

4.04 A Labour-Management Committee shall be set up, comprised of representatives of City management staff and City unionized staff. The Labour-Management Committee objectives shall be to discuss matters which may arise out of this agreement and which are not of a grievance nature. Meetings may be called when mutually agreed by both parties.
ARTICLE 5 - GRIEVANCE PROCEDURE

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

Stage 1: Within thirty (30) working days of learning of the grievance, the employee or employees concerned, with or without their Union Steward or Union General Grievance Committee Member shall endeavour to settle the dispute with the immediate Supervisor. Failing to reach a satisfactory settlement of the dispute within three (3) working days after its submission, the dispute may be referred to Stage 2.

Stage 2: The employee or employees concerned, with their Union Steward or Officer in attendance, shall meet with the City Administrator and shall submit the grievance in writing. Failing to reach a satisfactory settlement of the dispute within three (3) days after submission to the City Administrator, the dispute may be submitted to Stage 3.

Stage 3: A meeting of the General Grievance Committee of the Union shall meet with a Committee of the City Council within five (5) days of a written request for such a meeting. Failing to reach a satisfactory settlement of the dispute within five (5) days after such meeting, the dispute may be submitted to Stage 4.

Stage 4: The dispute shall be submitted to Arbitration. All replies to grievances shall be in writing at all stages commencing with Stage 2.

5.02 Time Limits

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

5.03 Policy Grievance

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

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

5.05 Access to Personnel Files

a) An employee shall have the right at any time to have access to and review his/her personnel record.

b) There shall be only one personnel file for each employee.

c) An employee may be accompanied by a union representative.

d) An employee shall have the right to make copies of any material contained in his/her personnel record.

e) No document from the employee’s record of which the employee was not aware at the time of filing may be introduced as evidence in any hearing.

5.06 Records of Offence

Letters of discipline including letters of direction that have been listed for over a twelve (12) month period will be removed from the personnel file provided there are no further incidents which could be categorized as culminating incident that lead to the final action by the Employer.
ARTICLE 6 - ARBITRATOR

6.01 Arbitration may consist of a three (3) member board of arbitration, a single registered arbitrator with the Collective Agreement Arbitration Bureau as established under the Labour Relations Code, or by other generally accepted and mutual agreeable method. However whichever method is chosen it shall only be by mutual agreement between the Union and the Employer, which agreement shall be reached within fourteen (14) calendar days after either party indicates to the other in writing that it is taking the matter to arbitration. Should the parties be unable to agree on which method to use, a single arbitrator shall be used.

If the parties are unable to agree on the method of arbitration to be used and/or the parties are unable to agree upon a single arbitrator within the above fourteen (14) calendar day time period, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint a single arbitrator to hear the matter.

If a three member board is to be used, it shall consist of one (1) member selected by the Employer; one (1) to be selected by the Union; and a third mutually acceptable person who shall act as Board Chair, to be chosen by the Board members so selected having regard to his/her impartiality and his/her qualifications in the interpretation of agreements. In the event that the board members so selected are unable to agree upon selection of the Chairperson within fourteen (14) calendar days after the parties have agreed to use a three member board, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator to chair the arbitration board.

6.02 Arbitrator's Decision Final

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

6.03 Arbitrator’s Expenses

Each party shall bear one-half (1/2) of the expenses of the arbitrator or in the case of a three (3) member board each party shall bear the expenses of their appointee and one-half (1/2) of the expenses of the arbitrator.
ARTICLE 7 – SENIORITY

7.01 Calculation of Seniority

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

7.02 Seniority Lists

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

7.03 Probationary Period

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

7.04 Job/Position Classification Changes

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

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

7.05 Temporary Transfers Within Bargaining Unit

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

7.06 Transfers and Seniority Outside Bargaining Unit

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

7.07 Temporary Transfers Outside Bargaining Unit

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

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

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

7.10 Special Assignments

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

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

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

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

7.12 Reduction in Work Force

Both parties recognize that job security shall increase in proportion to the employee's length of service.
7.13 In the event of a reduction in the work force, employees shall be laid off in reverse order of their bargaining-unit-wide seniority, subject to their qualifications and ability to perform the work of the classification.

7.14 The Employer agrees to pay its portion of premiums for all employee benefit plans for employees laid off for a period of less than four (4) calendar months. In the event of a longer layoff, employees so affected shall have the right to continue receiving coverage through direct payments where allowable.

7.15 When lay off occurs, employees shall have the right to bump bargaining-unit-wide, any employee with less seniority, providing they can adequately perform the job. When more than one (1) person may be affected, the bumping sequence shall be resolved and agreed to schematically prior to being implemented.

7.16 Any bumping rights contained in this Article shall be exercised within nine (9) working days of receiving notice of layoff.

7.17 Grievances concerning layoffs and recalls shall be initiated at Stage 3 of the grievance procedure.

7.18 **Advance Notice of Layoff**

Unless legislation is more favourable to employees, the City shall notify and give to employees about to be laid off, ten (10) working days notice prior to the effective date of layoff. If an employee has not had the opportunity to work any day(s) throughout the notice period of the advance layoff, he/she shall be paid for the day(s) for which work was unavailable.

7.19 **Laid Off Employees Failing to Report for Work**

Laid off employees failing to report for work of an ongoing nature within ten (10) days of the date of receipt of notification by registered mail, shall be considered to have abandoned their right to re-employment. Employees required to give two (2) weeks notice to another Employer shall be deemed to be in compliance with the ten (10) day provision.

7.20 **Recall Procedure**

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

An employee recalled for casual employment, temporary employment or employment of short duration at a time when he/she is employed elsewhere shall not lose recall rights for his/her refusal to return to work.
7.21 No New Employees

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

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

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

7.24 Continuity and/or Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident or layoff. Seniority shall not accrue to an absent employee after twenty (20) calendar days leave of absence.

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

1. He/she is discharged for cause and is not reinstated.
2. He/she resigns in writing and does not withdraw within two (2) days.
3. He/she is absent from work in excess of five (5) working days without sufficient cause or without notifying the City unless such notice was not reasonably possible.
4. He/she fails to return to work within ten (10) calendar days following recall after a layoff and after being notified by registered mail to do so, unless through sickness or other just cause.
5. He/she is laid off for a period longer than twelve (12) months.
6. It shall be the responsibility of the employee to keep the City informed of his/her current address. An employee recalled for casual work or employment of short duration at a time when he/she is employed elsewhere shall not lose his/her recall rights for refusal to return to work.
ARTICLE 8 - POSTING, VACANCIES AND APPOINTMENTS

8.01 Notice of New Position

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

8.02 Changes in Classification

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

8.03 Elimination or Change of Classification

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

8.04 Job Descriptions/Classification

The Employer agrees to review the job descriptions for all positions and classifications for which the Union is the bargaining agent. This review will be done by June 30, 2016. 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 the Union presents written objection to a job description presented by the Employer within thirty (30) days, the contentious job description shall be referred to a Joint Classification Committee comprised of two (2) representatives from the Employer and two (2) representatives from the Union to resolve the difference. If the Classification Committee is unable to resolve the difference, then it shall be submitted to the grievance procedure.

8.05 Job Postings

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

8.06 Information of Posting/Vacancy

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

8.07 Following the processing of applications, the City shall conduct interviews with those employees meeting the posted requirements. Within seven (7) days following the completion of the interviews, the City shall notify the successful employee of his/her appointment.

8.08 An employee shall be considered as a qualifying employee in his/her new position for a period of sixty (60) days. Conditional on satisfactory service, the employee shall be declared permanent. In the event the successful applicant proves unsatisfactory in the position during the qualifying period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of the position shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

8.09 The City agrees not to place any outside advertisement for a vacancy within the bargaining unit until all member applicants have been fully processed.

8.10 The City agrees that seniority shall be the determining factor in all cases of promotion, demotion or transfer, where competency, efficiency and ability of competing employees are relatively equal. Subject to the employee's or the
Union's rights under the provisions of Article 5 of this Agreement, the City shall determine competency, efficiency, and ability in a fair and equitable manner.
ARTICLE 9 - LEAVE OF ABSENCE

9.01 Union Leave

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

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

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

9.04 Union Leave/Business

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

9.05 Collective Bargaining Leave

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

9.06 Pallbearer Leave

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

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

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

9.08 Educational Leave

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

9.09 Medical Care Leave

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

9.10 Paid Jury or Court Witness Duty Leave

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

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

<table>
<thead>
<tr>
<th>REASON</th>
<th>LEAVE OF ABSENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Serious fire or flood in employee's home</td>
<td>Up to three (3) days</td>
</tr>
<tr>
<td>Employee's marriage</td>
<td>One (1) day if the marriage falls on a working day</td>
</tr>
</tbody>
</table>

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

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

9.14 **Family Leave**

In the case of illness and domestic emergency involving an employee's spouse, mother, father, mother-in-law, father-in-law or children, same-sex partner, common-law spouse, adopted child or grandchild an employee may apply for time off, to be drawn from accumulated sick leave with full pay.

The maximum number of days allowed under the leave is five (5) days per year.

Illness – arising from a medical condition requiring appointment and treatment by a physician or hospitalization and care.

Domestic Emergency – arises where the employee is the sole care provider and does not include preventative medical/dental health care for the spouse or the children.
ARTICLE 10 - HOURS OF WORK, OVERTIME AND WAGES

10.01 Public Works Employees

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

10.02 City Hall Employees

The regular working week for City Hall employees shall be forty (40) hours worked Monday to Friday within the parameters of 7:00 AM to 5:30 PM. Employees shall be entitled to a thirty (30) minute lunch break or one (1) hour lunch break and the City shall provide a lunch room for City Hall employees.

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

10.03 Part-Time & Job Share Employees

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

10.04 Shift Work

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

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

10.06 Winter Shift Schedule – Snow Removal

It is mutually agreed to establish a winter shift schedule. The Manager of Operations shall post a winter shift schedule.

Where conditions require an employee to work through their lunch break, they will be entitled to a running lunch and their shift will end one half (1/2) hour earlier.

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

10.08 **Shift Premiums**

Employees assigned to work a shift outside of the 7:00 AM to 4:30 PM, Monday to Friday parameter, except City Hall employees under clause 10.02 shall receive shift differential at:

Seventy-five (0.75$) cents

An employee working a shift outside of the 7:00 AM to 4:30 PM Monday to Friday parameter at his or her request shall not be entitled to a shift premium.

10.09 **Overtime Definition**

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

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

10.11 **Accumulation of Overtime**

Employees shall be allowed to accumulate overtime in an Overtime Bank, provided that the accumulated credits do not exceed a balance of eighty-eight (88) hours at any time. The cut-off date for the accumulation of banked overtime shall be December 31st in any year. Banked overtime credits accumulated shall be cleared prior to the cut-off date of the last pay period of the following year. Any banked overtime credits remaining at the cut-off date of the last pay period in any year shall be paid out on the final pay period in each year.

10.12 **Paid Meal Break**

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

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

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

10.15 Stand-By/On-Call

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

- Monday to Friday inclusive: two (2) hours per day.
- Saturday, Sundays, Holidays: three (3) hours per day.

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

b) Any Water Treatment Plant employees required to carry the Water Treatment Plant cell phone shall do so on a one (1) week rotational basis and shall receive one (1) day off in lieu for every week on call. This on call shall include two (2) call-outs that are not compensable under Section 10.13 when the call out does not require attending the plant. The one day off in lieu of time will be taken at the discretion of the Manager of Operations or his designate.

10.16 Wages

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

Employees assigned to work on operations connected with asphalt shall receive a differential rate as follows:

Seventy-five (0.75) cents per hour.

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

10.19 Any employees assigned to work on cleaning or maintaining an open sewer shall receive a differential rate of:

One (1.00) dollar per hour.

10.20 **Assuming Additional Responsibilities**

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

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

10.22 Where a Journeyman Electrician maintains provincial electrician’s permit certification, such journeyman shall receive a bi-weekly allowance of fifteen ($15.00) dollars for the purpose. The City shall not be required to pay this allowance to more than one employee at any time.
ARTICLE 11 - STATUTORY HOLIDAYS, ANNUAL VACATIONS

11.01 Statutory Holidays

(a) An employee shall receive a day off with pay for all Statutory Holidays listed in Clause 11.02 of this Article, provided that he/she worked or earned wages for fifteen (15) of the thirty (30) calendar days preceding the statutory holiday.

(b) Part-Time and Job Sharing employees shall receive Statutory Holiday entitlements proportionate to their working schedule and hours.

11.02 The recognized Statutory Holidays shall be as follows:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
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<tbody>
<tr>
<td>New Year's Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
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<tr>
<td>Canada Day</td>
<td>July 1</td>
</tr>
<tr>
<td>Victoria Day</td>
<td>May 24</td>
</tr>
<tr>
<td>Good Friday</td>
<td>April 19</td>
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<tr>
<td>Thanksgiving Day</td>
<td>November 28</td>
</tr>
<tr>
<td>Labour Day</td>
<td>May 1</td>
</tr>
<tr>
<td>British Columbia Day</td>
<td>May 24</td>
</tr>
<tr>
<td>Easter Monday</td>
<td>April 21</td>
</tr>
<tr>
<td>Remembrance Day</td>
<td>November 11</td>
</tr>
</tbody>
</table>

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

11.03 Payment of Statutory Holiday

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

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

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

11.07 Holiday During Vacation

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

11.08 Vacation Days Credited

(a) On each anniversary date of their employment, employees shall be credited for the number of vacation days accrued during the previous year of employment pursuant to the entitlement schedule provided in this Article.

(b) Regular part-time and seasonal employees shall earn vacation credits in proportion to the credits earned by a regular full-time employee.

11.09 The vacation credits shall be accrued as follows:

a) In the first calendar year of employment, one and one quarter (1¼) days per calendar month (or part thereof) of employment.

b) On completion of one (1) full year and to completion of four (4) years of employment, three (3) weeks per year.

c) On completion of five (5) years to completion of ten (10) years of employment, four (4) weeks per year.

d) On completion of eleven (11) years to completion of nineteen (19) years of employment, five (5) weeks per year.

e) On completion of twenty (20) years employment, six (6) weeks per year.
f) On completion of twenty-five (25) years employment, six (6) weeks per year plus one additional day.

g) On completion of thirty (30) years employment, six (6) weeks per year plus two (2) additional days.

h) On completion of thirty-five (35) years employment, six (6) weeks per year plus four (4) additional days.

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

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

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

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

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

11.15 Where vacation credits have not been used by an employee in the second year following the year in which the credits accrued, the employee shall take vacation time off during the first six (6) months of the third year, at the direction of the City if not by mutual agreement.
ARTICLE 12 - GENERAL EMPLOYMENT PROVISIONS & CONDITIONS

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

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

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

12.04 Employment Abandonment

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

12.05 City Property

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

12.06 Badges and Insignia

Employees shall be permitted to wear Union pins or badges.

12.07 Disciplinary Procedure

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

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

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

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

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

12.12 **Private Vehicle Use**

Where an employee is required to use a personal vehicle for work purposes, the City shall pay compensation for the use, such vehicles at the rate determined by Revenue Canada.
ARTICLE 13 - SICK LEAVE

13.01 Definition of Sick Leave

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

13.02 Sick Leave Credit

a) Eighteen (18) days sick leave per year shall be earned by a regular permanent employee at the rate of one and one half (1½) days for every month the employee is employed, to a maximum of one hundred and fifty (150) days.

b) Regular part-time and seasonal employees shall earn sick leave credits in proportion to the credits earned by a regular full-time employee.

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

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

13.05 Sick Leave Records

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

13.06 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days certifying that he/she was unable to carry out his/her duties due to illness.

13.07 If an employee is found to have willfully misrepresented him/herself as being ill, he/she shall refund all such sick leave pay to the City.
13.08 **Sick Leave During Leave of Absence and Layoff**

When an employee is given leave of absence for any reason, he/she shall receive sick leave credit for the period of such absence, on his/her return to work, such credit not to exceed one and one-half (1 1/2) days.

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

13.10 **Continuation of Benefits**

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

13.11 **Duty to Accommodate**

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

13.12 **Sick Leave Pay-Out**

All employees shall, upon retirement or upon death, pursuant to the provisions of the Municipal Pension Plan or in accordance with City Policy, become eligible for and receive a cash gratuity payment at the employee’s current base rate of pay, based on the following percentage of their accumulated sick leave: after five (5) years of service, twenty percent (20%) and an additional two percent (2%) per year thereafter to a maximum of one hundred and fifty (150) working days.
ARTICLE 14 – MATERNITY/PARENTAL/ADOPTION LEAVE

14.01 Maternity Leave

(1) A pregnant employee who requests leave under this Article is entitled to up to seventeen (17) consecutive weeks of unpaid leave

(a) beginning

(i) no earlier than eleven (11) weeks before the expected birth date, and

(ii) no later than the actual birth date, and

(b) ending

(i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and

(ii) no later than seventeen (17) weeks after the actual birth date.

(2) An employee who requests leave under this Article after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

(3) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Article 14.01 (1) or (2).

(4) A request for leave must

(a) be given in writing to the employer,

(b) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and

(c) if required by the employer, be accompanied by a medical practitioner’s certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Article 14.01 (3).
(5) A request for a shorter period under Article 14.01 (1) (b) (i) must
(a) be given in writing to the employer at least one week before the
date the employee proposes to return to work, and
(b) if required by the employer, be accompanied by a medical
practitioner's certificate stating the employee is able to resume
work.

14.02 Parental Leave

(1) An employee who requests parental leave under this Article is entitled to,
(a) for a birth mother who takes leave under Article 14.01 in relation to
the birth of the child or children with respect to whom the parental
leave is to be taken, up to thirty-five (35) consecutive weeks of
unpaid leave beginning immediately after the end of the leave taken
under Article 14.01 unless the employer and employee agree
otherwise.
(b) for a birth mother who does not take leave under Article 14.01 in
relation to the birth of the child or children with respect to whom the
parental leave is to be taken, up to thirty-seven (37) consecutive
weeks of unpaid leave beginning after the child's birth and within
fifty-two (52) weeks after that event,
(c) for a birth father, up to thirty-seven (37) consecutive weeks
beginning after the child's birth and within fifty-two (52) weeks after
that event, and
(d) for an adopting parent, up to thirty-seven (37) consecutive weeks of
unpaid leave beginning within fifty-two (52) weeks after the child is
placed with the parent.

(2) If the child has a physical, psychological or emotional condition requiring
an additional period of parental care, the employee is entitled to up to an
additional five (5) consecutive weeks of unpaid leave, beginning
immediately after the end of the leave taken under Article 14.02 (1).

(3) A request for leave must
(a) be given in writing to the employer,
(b) if the request is for leave under Article 14.02 (1) (a), (b) or (c), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and

(c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

(4) An employee's combined entitlement to leave under Article 14 is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Articles 14.01 (3) or 14.02 (2).
ARTICLE 15 - BENEFITS AND HEALTH CARE PLANS

15.01 Municipal Pension Plan

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

15.02 Medical Plans

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

15.03 Group Life

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

15.04 Accidental Death and Dismemberment

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

15.05 Extended Health Benefits

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

15.06 Dental Plan

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

A Vision Care benefit of four hundred dollars ($400.00) every twenty-four (24) months shall be provided to all eligible employees. The monthly premium shall be paid by the City.

15.08 Long Term Disability

A Long Term Disability Plan with benefits of sixty-six and two-thirds (66 2/3%) percent of employee earnings, beginning one hundred & fifty (150) days following the commencement of a disability shall be provided. The City shall pay one hundred (100%) percent of the premium.

15.09 The Employer may change benefit carrier as long as there is no reduction in benefits. This change of the benefit carrier must be at the end of the calendar year.

15.10 Workers' Compensation

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

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

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

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

15.14 Employee & Family Assistance Program

The Employer shall pay one hundred (100%) percent of the premiums for an Employee and Family Assistance Program.
ARTICLE 16 - SAFETY

16.01 A Joint Health and Safety Committee shall be established comprising of one (1) supervisory employee from each department of the City, appointed by the City and one (1) employee representing each department of the City, appointed, selected or elected by the Union.

16.02 The Joint Health and Safety Committee shall meet monthly to carry out its duties and functions prescribed in section 130 of the Workers' Compensation Act. The Committee shall discuss health and safety issues affecting the workplace and shall make recommendations in writing to the City accordingly. Special meetings may be called by either the City or the Union in the event of necessity.

16.03 Time spent by committee members in the performance of their duties during working hours, shall be considered as time worked and the employees shall be paid at their regular hourly rates of pay.

16.04 Safety Supplies

The City shall supply, at its cost, work, safety & welding gloves, two (2) pairs of coveralls per year, safety helmets and rubber boots to all employees working in any dirty or dangerous capacity. Coveralls damaged in the course of assigned work are to be replaced in addition to the two per year limit.

16.05 A Public Works employee shall, on presentation of an invoice for repairs or proof of purchase, be entitled to an annual safety boot allowance to a maximum of two hundred and twenty-five ($225.00) dollars. An unused boot allowance may be carried forward from year to year, provided that the maximum allowance shall not exceed four hundred and fifty ($450.00) dollars. Student employees shall be entitled to a maximum annual allowance, under the same conditions, of one hundred ($100.00) dollars.

16.06 The City agrees to pay one hundred (100%) percent cost of standard or prescription safety lenses and frames per employee, one (1) pair every two (2) years or at the discretion of the City.
ARTICLE 17 – SWIMMING POOL EMPLOYEES

17.01 Definition — "Swimming Pool Employee" means an employee hired for a specific period of time not to exceed four (4) months. Swimming Pool Employees are entitled to statutory benefits only. They do not accumulate seniority or sick time.

17.02 Swimming Pool Employees may purchase the City of Rossland standard benefit package at their own expense after successful completion of a ninety (90) day probationary period.

17.03 Hours of Work:

a) The Employer has the right to:

   i. Establish hours of work that result in split shifts, and

   ii. Require a Lifeguard to work six (6) consecutive days in order to cover shift changes.

   iii. Shifts can occur on a 24-hour basis.

b) The minimum number of hours per shift for which a Swimming Pool Employee for guarding shall be paid will be in accordance with the Employment Standards Act.

c) Swimming Pool Employees shall not be left guarding on the pool deck for longer than two (2) hours at a time.

d) The minimum number of hours per shift for which a Swimming Pool Employee for instructing shall be one (1) hour.

e) Employer to provide an additional fifteen (15) paid minutes prior to teaching time to employees not working on shift prior to their lessons.

17.04 The Employer requires Swimming Pool Employees to be able to maintain the physical standards as set out in the National Lifeguard Service Certification.

a) The Employer has the right to request pool employees to perform the physical standard items in the above award at any time to the minimum legal standard;

b) If they do not meet this requirement, the employee will be suspended without pay until they are capable of meeting the requirement.

c) Grievance procedures as per Collective Agreement.
d) All new employees will be given proper orientation and training before the start of their first shift and ongoing training shall be provided to all pool staff as required by the City.

17.05 Swimming Pool Employees are required to attend in services as scheduled by the Pool Manager.

a) For the purpose of in-service training, employees shall be paid a minimum of two (2) hours at straight time.

17.06 Swimming Pool Employees are required when requested to attend staff meetings. Staff meetings will be paid at straight time.

17.07 Staff Attire: The Employer agrees to provide, at its cost, a uniform consisting of one shirt.

a) Uniforms to be worn only in the execution of duties performed for the City.

b) Uniforms to be returned at the end of each pool year.

17.08 Scheduling and Shift Changes: Once a shift schedule has been set, changes will only be made for reasons of sickness, accident or authorized leave of absence.

a) Where reasonable and possible, the Pool Manager may amend the shift schedule.

b) Shift schedules will be prepared for commencement of such shifts,

i. Instructional shifts (lessons) will be prepared 48 hours in advance of commencement of such shifts, and

ii. Guarding shifts will be prepared two weeks in advance of commencement of such shifts.

c) For the purpose of extra shifts, they will be, distributed on an equitable basis where reasonably possible amongst employees who are qualified and who have indicated they wish to be called. Where an employee has refused a shift three, consecutive times, he will no longer have to be called for the duration of the season.

d) It is understood that a Senior Guard must be on shift at all times.

e) Where an employee misses a shift that is scheduled, without proper authorization of just cause, they may be open to investigation that may lead to discipline.
f) Where an employee misses three (3) shifts, within a season, without proper authorization or just cause, the City may terminate the employment immediately.

17.09 Overtime hours shall be defined as per the collective agreement Article 10.09-10.10

a) All overtime hours shall be paid.

b) Swimming Pool Employees are not entitled to shift premiums.
ARTICLE 18 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDA

18.01 Employees shall be compensated in accordance with applicable wage schedules, attachments and addenda appended to this Agreement.
ARTICLE 19 - VARIATIONS

19.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during its existence. All changes to be made as a Letter of Understanding/Agreement, signed by both the City and the Union.
ARTICLE 20 - PRINTING OF AGREEMENT

20.01. The Union shall be responsible for amending and drafting the Collective Agreement and the costs associated with the printing and supply of the Collective Agreement shall be borne equally between the parties.
ARTICLE 21 - EFFECTIVE AND TERMINATING DATES

21.01 This Agreement shall be effective from March 1, 2015 and shall remain in force until February 28, 2019 and from year to year thereafter unless terminated by either Party on written notice served during the month of December.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers hereunto lawfully authorized in that behalf, this 14th day of June, 2016 A.D.

SIGNED ON BEHALF OF:

THE CORPORATION OF THE CITY OF ROSSLAND

[Signature]

[Signature]

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2087

[Signature]

[Signature]
SCHEDULE "A"
PAY GRADES & RATES

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<th>Current</th>
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<th>March 1/16</th>
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<th>March 1/18</th>
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Lead Hand: To be paid at a rate of one dollar ($1.00) per hour over the highest paid subordinate or one dollar ($1.00) above the Lead Hand's base rate, whichever is greater, provided that the lead hand is specifically assigned this classification by the immediate supervisor and has not less than three (3) employees under his/her supervision.
## SCHEDULE "B"
### PAY RATES AND JOB DESCRIPTIONS
#### SWIMMING POOL EMPLOYEES

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Current</th>
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<th>March 1/16</th>
<th>March 1/17</th>
<th>March 1/18</th>
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Collective Agreement
Between
City of Rossland
And
CUPE Local 2087

March 1, 2015 to February 26, 2019
POOL MANAGER

DEPARTMENT: Rossland Pool

SUMMARY: The Pool Manager is responsible for performing the majority of administrative duties at the Rossland Pool, including lifeguarding, swimming instruction, programming and staff development, scheduling, safety and custodial duties.

DUTIES AND RESPONSIBILITIES:

1. Provides quality customer service and maintains positive relationships with the public and fellow staff members.

2. Monitors activities of patrons and ensures safety and behavioral standards are maintained.

3. Responsible for staff scheduling and coordinates daily staff assignments. Ensures appropriate staffing levels, including responding to large bather counts and or staff illness. Prepares and signs off on employee timesheets.

4. Ensures that Staff are conducting themselves in an appropriate and professional manner.

5. Develops and schedules pool programming, lesson sets, class lists, ensuring the facility opens and closes on time and all shifts are covered.

6. Performs lifeguarding duties to the Lifesaving Society of BC & Yukon standards.

7. Instructs a wide range of swimming lessons, including class preparation and student evaluations and maintains related participant records.

8. Performs routine maintenance functions including, but not limited to: pool water chemistry tests, hosing, picking up garbage, mopping, refilling supplies, head counts, etc. Ensures water chemistry and levels are balanced and adjusts, if required. Insures building and equipment are secure after closing.

9. Responsible for Pool Inventory including but not limited to pool chemicals, lesson badges, first aid supplies, pool testing reagents and lifeguarding supplies.

10. Assuring that Staff have the required training and safety equipment to do their jobs professionally and safely.

11. Plans, develops and participates in programs and special events. Provides an enjoyable atmosphere by leading “fun” activities.

12. Addresses problems and concerns to the Recreation Department and/or Deputy CAO/CO.

13. Ability to perform other related duties as required.
SUPERVISION RECEIVED AND EXERCISED:

Immediate Supervisor: Robin Hethey, Recreation Department

Positions directly supervised by this position:
- Senior Lifeguards / Instructors
- Junior Lifeguard / Instructors
- Volunteers

Manager Responsible: CAO/CO

EDUCATION, KNOWLEDGE AND SKILLS:

ESSENTIAL:

Education: Enrolled or completed Post Secondary Education, preferably in a complimentary program.

Experience: Minimum 3 years’ experience as a Lifeguard/Instructor

Licences/Certificates:
1. Red Cross Water Safety Instructor
2. National Lifeguard Service
3. CPR-Level C
4. Standard First Aid

Specific Skills:
1. Ability to deal effectively and courteously with the public and fellow staff members.
2. Effective oral and written communication skills
3. Skilled in lifeguarding, first aid and resuscitation
4. Skilled in swim instruction methods
5. Ability to create an exciting atmosphere through enthusiastic leadership of activities
6. Ability to identify unsafe conditions and to respond accordingly
7. Demonstrated ability to lead by example and to give direction to Aquatic Staff.

DESIRABLE:

Experience: Previous Managerial Pool experience

Licences/Certificates:
1. Pool Operator 1
2. LSI
SENIOR LIFEGUARD INSTRUCTOR

DEPARTMENT: Rossland Pool

SUMMARY:
Under the supervision of the Pool Manager the Senior Lifeguard/Instructor performs lifeguarding, swimming instruction, program and staff development, custodial duties and is responsible for the safety and instruction of facility users. The Senior Lifeguard/Instructor coordinates facility activities during the absence of the Pool Manager.

DUTIES AND RESPONSIBILITIES:
1. Provides quality customer service and maintains positive relationships with the public and fellow staff members.
2. Monitors activities of patrons and ensures safety and behavioral standards are maintained.
3. Performs lifeguarding duties to the Lifesaving Society of BC & Yukon standards.
4. Instructs a wide range of swimming lessons, including class preparations and student evaluations and maintains related participant records.
5. Performs routine maintenance functions including, but not limited to: pool water chemistry tests, hosing, picking up garbage, mopping, refilling supplies, head counts, etc. Ensures water chemistry and levels are balanced and adjusts, if required. Ensures building and equipment are secure after closing.
6. Coordinates daily staff assignments in the absence of the Pool Manager. Assists with ensuring appropriate staffing levels, including responding to large bather counts and or staff illness.
7. Plans, develops and participates in programs and special events. Provides an enjoyable atmosphere by leading “fun” activities.
8. Addresses problems and concerns to the Pool Manager or Recreation Department.
9. Ability to perform other related duties as required.

SUPERVISION RECEIVED AND EXERCISED:
Immediate Supervisor: Pool Manager
Positions directly supervised by this position: Junior Lifeguard/Instructors, Volunteers
Manager Responsible: Deputy CAO/CO

EDUCATION, KNOWLEDGE AND SKILLS:

ESSENTIAL:
Education: Grade 11 (minimum 16 years)
Experience: 
Minimum 1 year experience as a Lifeguard/Instructor.

Licences/Certificates:
1. Red Cross Water Safety Instructor
2. National Lifeguard Service
3. CPR-Level C
4. Standard First Aid
5. Red Cross Water Safety Instructor

Specific Skills:
1. Ability to deal effectively and courteously with the public and fellow staff members.
2. Effective oral and written communication skills
3. Skilled in lifeguarding, first aid and resuscitation
4. Skilled in swim instruction methods
5. Ability to create an exciting atmosphere through enthusiastic leadership of activities
6. Ability to identify unsafe conditions and to respond accordingly
7. Potential or demonstrated ability to lead by example and to give direction to subordinate level staff.

DESIRABLE:

Experience:
Previous Municipal Pool experience

Licences/Certificates:
1. Pool Operator 1
2. LSI
JUNIOR LIFEGUARD INSTRUCTOR

DEPARTMENT: Rossland Pool

SUMMARY:
The Junior Lifeguard Instructor position performs lifeguarding, instructional and janitorial tasks related to the operations of the facility.

DUTIES AND RESPONSIBILITIES:
1. Provides quality customer service and maintains positive relationships with the public and fellow staff members.
2. Monitors activities of patrons and ensures safety and behavioral standards are maintained.
3. Performs lifeguarding duties to the Lifesaving Society of BC & Yukon standards and patrols assigned area of responsibility. Completes related reports, as required.
4. Instructs a variety of swimming and water safety lessons and maintains related participant records, including class preparations and student evaluations.
5. Performs assigned maintenance/janitorial duties.
6. Leads games and activities during public sessions and special events.
7. Completes manual water tests and adds chemicals, as directed.
8. Reports problems and concerns to the Pool Manager.
9. Ability to perform other related duties as required.

SUPERVISION RECEIVED AND EXERCISED:
Immediate Supervisor: Pool Manager
Positions directly supervised by this position: Volunteers
Manager Responsible: Deputy CAO/CO

EDUCATION, KNOWLEDGE AND SKILLS:

ESSENTIAL:
Education: Grade 10 (minimum 16 years)
Experience: Preferred 1 year experience as a Lifeguard or Instructor. Volunteer experience at a Pool.
Licences/Certificates:
1. National Lifeguard Service
2. CPR-Level C
3. Standard First Aid
4. Red Cross Water Safety Instructor

Specific Skills:
1. Ability to deal effectively and courteously with the public and fellow staff members.
2. Effective oral and written communication skills
3. Skilled in lifeguarding, first aid and resuscitation
4. Skilled in swim instruction methods
5. Ability to create an exciting atmosphere through enthusiastic leadership of activities
6. Ability to identify unsafe conditions and to respond accordingly

DESIABLE:

Experience:
1. Previous Municipal Pool experience

Licences/Certificates:
LIFEGUARD/INSTRUCTOR

DEPARTMENT: Rossland Pool

SUMMARY:
The Lifeguard / Instructor position performs duties restricted to the required qualifications. Lifeguards are solely responsible for guarding and associated duties and Instructors are solely responsible for the delivery of lessons and associated duties.

DUTIES AND RESPONSIBILITIES:
Lifeguard:
1. Provides quality customer service and maintains positive relationships with the public and fellow staff members.
2. Monitors activities of patrons and ensures safety and behavioral standards are maintained.
3. Performs lifeguarding duties to the Lifesaving Society of BC & Yukon standards and patrols assigned area of responsibility. Completes related reports, as required.
5. Completes manual water tests and adds chemicals, as directed.
6. Reports problems and concerns to Pool Manager.

Instructor:
1. Instructs a variety of swimming and water safety lessons and maintains related participant records, including class preparations and candidate evaluations.
2. Leads games and activities during public sessions and special events.
3. Reports problems and concerns to Pool Manager.
4. Other duties and responsibilities, as assigned.

SUPERVISION RECEIVED AND EXERCISED:
Immediate Supervisor: Pool Manager
Positions directly supervised by this position: Volunteers
Manager Responsible: Deputy CAO/CO
EDUCATION, KNOWLEDGE AND SKILLS:

ESSENTIAL:

Education: Grade 10 (minimum 16 years for Lifeguards)  
Grade 9 (minimum 15 years for Instructors)

Experience: Not necessary

Licences/Certificates: Lifeguards
1. National Lifeguard Service
2. CPR-Level C
3. Standard First Aid

Instructors
1. Red Cross Water Safety Instructor

Specific Skills: 1. Ability to deal effectively & courteously with the public and co-workers.
2. Effective oral and written communication skills.
3. Skilled in lifeguarding, first aid and resuscitation.
4. Skilled in swim instruction methods
5. Ability to create an exciting atmosphere and enthusiasm.
6. Ability to identify unsafe conditions and to respond accordingly.

DESIRABLE:

Experience: 1. Volunteer or pool experience

Licences/Certificates:
CASHIER/RECEPTIONIST

DEPARTMENT: Rossland Pool

SUMMARY: The Cashier performs reception, telephone operation and cashiering duties for the Rossland Pool.

DUTIES AND RESPONSIBILITIES:

1. Greets the public as they enter the facility and ensures patrons have paid.
2. Encourages patrons to shower before entering the pool.
3. Provides information and assistance to the public concerning programs, special events and facility schedules, both over the phone and in person.
4. Performs other related duties, as required. These include, but are not limited to: hosing decks, watering flowers, tidying, stocking bathrooms, word processing, filing, photocopying and general housekeeping.
5. Provides assistance to Aquatic Staff in emergency situations.

SUPERVISION RECEIVED AND EXERCISED:

Immediate Supervisor: Pool Manager
Positions directly supervised by this position: None
Manager Responsible: Deputy CAO/CO

EDUCATION, KNOWLEDGE AND SKILLS:

ESSENTIAL:
Education: Grade 9 (minimum 15 years)
Experience: None required
Licences/Certificates: 1. Bronze Cross
2. Standard First Aid with CPR-C
Specific Skills: 1. Ability to deal effectively and courteously with the public and fellow staff members.
2. Effective oral and written communication skills
3. Ability to receive and process cash.
DESIRABLE:

Experience:  
1. None required

Licences/Certificates:  
2. None required
CASUAL OFFICE ASSISTANT
(Pay Grade 1)

DEPARTMENT: Corporate Services

SUMMARY:
Performs tasks relating to the City's corporate and financial services as they pertain to the front office positions. Involves secretarial, clerical, reception, and cash receipting. Acts as first contact for reception, answering telephone, and in-person inquiries and complaints; performs support functions for Administrative Clerks and Accounting Clerks.

DUTIES AND RESPONSIBILITIES:

Corporate:

- Acts as a receptionist, answering telephone and in-person inquiries and complaints.
- Performs a variety of clerical and filing work, maintaining files, distribution of internal mail and preparation of outgoing mail, photocopying, etc.
- Act as the Administrative Clerk I or II in his/her absence, and assists in his/her duties as required.
- Acts as clerical support to the Corporate Officer or the Chief Administrative Officer.
- Other related duties as required.

EDUCATION, KNOWLEDGE AND SKILLS:

ESSENTIAL:

Education: Completion of Grade 12. Office Administration Diploma or equivalent experience and education.

Experience: Previous clerical and cash receipting experience.

Licences/Certificates

Specific Skills: Competence in general office procedures and proficient use of office equipment and computers, acquired through generally recognized course work, practical work experience or a combination of both. Demonstrated ability to follow directions and work with minimal supervision.
ADMINISTRATIVE CLERK I
(Pay grade 5)

DEPARTMENT: Corporate Services

SUMMARY:

Performs tasks relating to the City’s corporate services and assists financial services as required. Corporate work involves secretarial, clerical and reception work including assistant to the Corporate Officer and/or CAO. Acts as the receptionist, answering telephone, and in-person inquiries, complaints and cash receipting duties.

DUTIES AND RESPONSIBILITIES:

Corporate:

- Act as the Administrative Clerk II in his/her absence, and assists in his/her duties as required.
- Assumes “Additional Responsibilities” during the absence of the Corporate Officer as per the CUPE contract if required.
- Assists the Corporate Officer in the production of Council Agenda and Information Packages; other related tasks required by the Corporate Officer.
- Secretary to the Chief Administrative Officer and Mayor, composing correspondence, making appointments, making travel arrangements.
- Performs a variety of clerical and filing work, maintaining files, distribution of internal mail and preparation of outgoing mail, photocopying, etc.
- Acts as a receptionist, answering telephone and in-person inquiries and complaints.
- Taking of minutes of meetings, requiring a high degree of accuracy.
- Assists department heads and staff with research tasks and compiling reports.
- Perform daily collections, reconciliations and analysis of monies, cheques, notes and other forms or exchange and deposit same in designated financial institutions.
- Other duties that may be assigned
- Assisting other office staff as may be required.

Other:

- All persons employed with the City of Rossland will be required to assist the City in providing emergency services. Duties assigned during an emergency may differ from regular duties.

EDUCATION, KNOWLEDGE AND SKILLS:

ESSENTIAL:

Education: Completion of Grade 12.
Office Administration Diploma or equivalent experience and education.

Experience: Previous office or municipal office experience

Licences/Certificates
Specific Skills

Competence in general office procedures and proficient use of office equipment and computers, acquired through generally recognized course work, practical work experience or a combination of both. Demonstrated ability to follow directions and work with minimal supervision.
RECREATION PROGRAMMER I
(Pay grade 5)

DEPARTMENT: Recreation

SUMMARY:

Reporting to the Recreation Programmer II, the Recreation Programmer I is responsible for responding to public inquiries in matters of recreation and community services. The Recreation Programmer I will assist the Recreation Programmer II in primary functions of overseeing recreational staff and contract employees, liaising with community groups and organizations, and the development and implementation of professional work practices.

DUTIES AND RESPONSIBILITIES:

- Responding to public inquiries in matters or recreation and community services.
- Responsible for recreation related administrative tasks.
- Typing, filing and other recreation related general administrative tasks.
- Administering the booking of recreation facilities.
- Administering all aspects of recreation related public relations.
- Assisting in the administering recreation program development, selection, direction and evaluation.
- All persons employed with the City of Rossland will be required to assist the City in providing emergency services. Duties assigned during an emergency may differ from regular duties. It is expected that this position will act as the Emergency Social Coordinator during an emergency.
- Ability to perform other related duties as required.

EDUCATION, KNOWLEDGE AND SKILLS:

ESSENTIAL:

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

Experience: Minimum of 2 years related experience.

Licences/Certificates Valid BC Drivers License (Class 5)

Specific Skills Demonstrated ability to follow directions and work with minimal supervision. Exceptional verbal and written communication skills, good organizational skills and the ability to work effectively with people and groups within the organization and the community.
ACCOUNTING CLERK I
(Pay grade 5-6)

DEPARTMENT: Finance

SUMMARY:
Performs tasks relating to the City's financial services and assists in the corporate services as required. Financial work involves assistance to the Accounting Clerk II and the Manager of Finance, payroll, account receivable and payable, utility billing, business and dog licences, and other related financial tasks. The position also acts as a receptionist, answering telephone and in-person inquiries and complaints.

DUTIES AND RESPONSIBILITIES

• Acts as the Accounting Clerk II in his/her absence.
• Perform bookkeeping and accounting tasks including, but not limited to, coding, data entry, reconciliations and cash flows.
• Perform payroll data entry, calculations and maintain all payroll related records and reports.
• Perform property taxation, utility billing, accounts payable, accounts receivable, business licences, dog licences, parking tickets and any other sub-ledger related tasks as required.
• Performs updates to the tax and utility masters by entering BC Assessment monthly updates and adjustments
• Acts as a receptionist, answering telephone and in-person inquiries and complaints.
• Perform daily collections, reconciliations and analysis of monies, cheques, notes and other forms or exchange and deposit same in designated financial institutions.
• Process on-line payments received and administers the City's prepayment plan.
• Maintaining financial records and municipal software updates as required.
• Assist in the preparation of the annual tax roll and issuing tax notices and other statutory requirements associated with the collection of property taxes and other user fees.
• Assists with preparation of the annual utility billing.
• Prepare returns as necessary and remit monies collected on behalf of the federal and provincial government, and other third party organizations.
• Assists in the administration of the Home Owner Grants, on-line payments, and school tax returns.
• Complete all month-end and year-end activities and reports associated with the duties of this position.
• Assists in the preparation of year-end and annual audit procedures.
• Assist with the preparation of the annual municipal reporting forms as required.
• Research and prepare reports, or analysis as may be necessary on special projects or assignments that may be assigned from time to time.
• Assisting other office staff as may be required.
• All persons employed with the City of Rossland will be required to assist the City in providing emergency services. Duties assigned during an emergency may differ from regular duties.
• Other related duties as required.

EDUCATION, KNOWLEDGE AND SKILLS:

ESSENTIAL:

Education:

Accounting or bookkeeping Diploma or equivalent experience and education.

Experience:

2 years municipal financial accounting or similar environment.

Licences/Certificates

Specific Skills

• Strong interpersonal, verbal and written communication skills. Ability to communicate effectively (verbally and written) with staff, public, and other agencies.
• Competence in general office procedures and proficient in the use of equipment and computers, acquired through generally recognized course work, practical work experience.

Special requirements:

Knowledge of Excel, Word, Council Views, MAIS, and accounting software would be an asset.
ADMINISTRATIVE CLERK II
(Pay grade 6)

DEPARTMENT: Corporate Services

SUMMARY:
Performs tasks relating to the City's corporate and assist in the financial services as required. Corporate work involves assistance to the Corporate Officer and/or CAO, secretarial, clerical, reception work, under limited supervision. Acts as the receptionist, answering telephone, and in-person inquiries and complaints.

DUTIES AND RESPONSIBILITIES:

Corporate:

- Act as the Corporate Officer in his/her absence; and assumes “Additional Responsibilities” as per the CUPE contract, if required.
- Assists the Corporate Officer in the production of Council Agenda and Information Packages; other related tasks required by the Corporate Officer.
- Assists the Finance Department with tasks associated by not limited to, accounts payable, accounts receivable, payroll, property taxation, dog licensing, business licensing, parking ticket system, utility billing, etc.
- Secretary to the Chief Administrative Officer and Mayor, composing correspondence, making appointments, making travel arrangements.
- Performs a variety of clerical and filing work, maintaining files, distribution of internal mail and preparation of outgoing mail, photocopying, etc.
- Acts as a receptionist, answering telephone and in-person inquiries and complaints.
- Taking of minutes of meetings, requiring a high degree of accuracy.
- Assists department heads and staff with research tasks and compiling reports.
- Perform daily collections, reconciliations and analysis of monies, cheques, notes and other forms or exchange and deposit same in designated financial institutions.
- Other duties that may be assigned
- Assisting other office staff as may be required.

Other:

- All persons employed with the City of Rossland will be required to assist the City in providing emergency services. Duties assigned during an emergency may differ from regular duties.
EDUCATION, KNOWLEDGE AND SKILLS:

**ESSENTIAL:**

Education: Completion of Grade 12.
Office Administration Diploma or equivalent experience and education.

Experience: Previous office or municipal office experience

Licences/Certificates:

Specific Skills: Competence in general office procedures and proficient use of office equipment and computers, acquired through generally recognized course work, practical work experience or a combination of both.

Special requirements:

**DESIRABLE:**

Education: Two years related experience.

Experience: Exceptional verbal and written communications skills, good organizational skills and the ability to work effectively with people and groups within the organization and the community.
RECREATION PROGRAMMER II  
(Pay grade 7) 

DEPARTMENT: Recreation 

SUMMARY: 
Reporting to the Manager of Operations, the Recreation Programmer II is responsible for managing, directing and providing leadership in the provision of recreation services. The primary functions of this position entails overseeing recreational staff and contract employees, liaising with community groups and organizations, and the development and implementation of professional work practices. 

DUTIES AND RESPONSIBILITIES: 

• Acts as the City's staff specialist in recreation matters; prepares reports and recommendations to the Manager of Operations regarding strategies, concepts, social and philosophical issues, improvements in the City's standards, bylaws, polices and procedures as they relate to recreation services. 
• Determines the needs and desires for recreation services from the community. 
• Develops and implements improved methods and procedures to ensure the efficient, cost effective operation of facilities and services. 
• Assists in the preparation of budget, operating records, statistics, reports, recommendations and payroll submissions; ensures the collection and accounting for receivables and the handling of disbursements; orders and maintains supplies and equipment; processes contracts or lease of facilities. 
• Determines community needs, directs or develops new program concepts and directs the implementation of programs and services, and evaluates program and services to ensure they are effective and meet the needs of the community. 
• Establishes and maintains effective working relationships with community groups, associations, schools and the public; responds to issues; provides information and assistance to various contacts. 
• Implements and maintains health and safety standards and related polices and regulations. 
• Oversees the recreation programs and programming function of the department in all City operated facilities. 
• On an ongoing basis determine how recreation services can generate revenue and recover costs. 

Other Required Abilities and Skills: 

• Thorough knowledge of the objectives, rules, regulations, and policies governing the work performed. 
• All persons employed with the City of Rossland will be required to assist the City in providing emergency services. Duties assigned during an emergency may differ from regular duties. It is expected that this position will act as the Emergency Social Coordinator during an emergency. 
• Ability to perform other related duties as required.
EDUCATION, KNOWLEDGE AND SKILLS:

Education: Undergraduate degree from an accredited University in Recreation Administration or related discipline with courses in recreation management and/or an equivalent amount of experience and training.

Experience: Minimum of 5 years of professional work experience in the provision of recreation services and staff management.

Licences/Certificates: Valid BC Drivers License (Class 5)

Specific Skills:
- Exceptional public relations skills.
- Exceptional interpersonal communication skills.
- Exceptional management and organizational skills.
- Sound knowledge in the principles, practices, and philosophy in the provision of recreation services.
- High level of computer competency in all Microsoft applications and industry standard applications/software.

Special requirements:
- Ability to prepare and/or maintain accurate reports and documentation.
- Ability to prepare and control operational budgets.
- Sound knowledge in staff, program, and facility management.
- High degree of initiative and sound judgment.
- Completed criminal record search is required, to the satisfaction of the employer, prior to employment.

DESIRABLE:

Education: Additional related education beyond an undergraduate degree in a related discipline (Masters Degree, Diploma in Local Government Administration etc).

Experience: 5-10 years of professional work experience in the field of recreation services.

Licences/Certificates: Working knowledge of recreation specific computer software.

Specific Skills: Proven abilities from previous work experiences to grow and develop with the department both as a person and as an operation.

Special requirements: Proven ability to effectively operate as a team player and establish effective working relationships with other departments, city staff, City Council, and the community.
ACCOUNTING CLERK II
(Pay grade 7-8)

DEPARTMENT: Finance

SCOPE:

Reporting to the Manager of Finance, the Accounting Clerk II is primarily responsible for performing tasks related to the City’s financial services and all tasks relating to the position of tax collector. Responding to public inquiries and providing information or redirecting inquiries as appropriate.

DUTIES AND RESPONSIBILITIES:

- Acts as the Manager of Finance in his/her absence.
- Acts as the Accounting Clerk I in his/her absence and as the Deputy Collector.
- Competence in performing all bookkeeping and accounting tasks associated with this position including but not limited to property taxation, utility billing, accounts payable, accounts receivable, business and dog licensing.
- Competence in performing IT tasks in respect to Municipal Software and working with IT personnel (contract) to maintain the City’s IT system.
- Maintaining payroll, accounts payable, accounts receivable, and other financial records as required.
- Assisting Accounting Clerk I by providing direction and guidance.
- Preparation of the annual tax roll and issuing tax notices and other statutory requirements associated with the collection of property taxes and other user fees.
- Prepare returns as necessary and remit monies collected on behalf of the federal and provincial government, and other third party organizations.
- Administers the application of the Home Owner Grants and prepares returns and reconciliations as necessary for the provincial government.
- School tax returns and reconciliation’s for the provincial government (Minister of Finance).
- Coordinates and /or prepares reconciliation of the general and sub-ledgers accounts (including inventory), bank statements, adjusting journal entries, and assists in maintaining chart of accounts.
- Complete all month-end and year-end activities and reports associated with the duties of this position.
- Maintains records of all reconciliations for external auditors and the Manager of Finance; assists with the preparation of year-end working papers and file for the annual audit, assists with the preparation of the preliminary financial statements.
• Assist with the preparation of the annual municipal reporting forms as required by the provincial government.
• Assist in the preparing the annual operating, capital and other long term budgets.
• Research and prepare reports, or analysis as may be necessary on special projects or assignments that may be assigned from time to time.
• Assist in the arrangement of temporary operating loans.
• Assist in the disbursement of municipal funds including the preparation of a schedule of expenditures, vouchers and cheques as required.
• Assist in the preparation of financial records for submission to Council as required.
• In the absence of the Manager of Finance, advise the Chief Administrative Officer if there is any indication that budgeted funds might be over expended and offer recommendations on courses of action or options that may be taken.
• Responsible for responding to and providing information for pension and benefit inquiries.
• Assisting other office staff as may be required.
• All persons employed with the City of Rossland will be required to assist the City in providing emergency services. Duties assigned during an emergency may differ from regular duties.
• Other related duties as required.

EDUCATION, KNOWLEDGE AND SKILLS:

ESSENTIAL:
Education: Completion of a second year accounting level, or equivalent experience and education.
Experience: 5 years municipal financial accounting or similar environment
Licences/Certificates Valid BC Driver’s Licence
Specific Skills
• Strong interpersonal, verbal and written communication skills. Ability to communicate effectively (verbally and written) with staff, public, and other agencies.
• Competence in general office procedures and proficient in the use of equipment and computers, acquired through generally recognized course work, practical work experience.
• General understanding and knowledge of Local Government Act, Community Charter, and specific financial requirements

Special requirements: Thorough knowledge of Excel, Word, Council Views, MAIS, and accounting software would be an asset.

Collective Agreement Between City of Rossland And CUPE Local 2087

March 1, 2015 to February 28, 2019
PLANNING ASSISTANT 1  
(Pay Grade 8)

DEPARTMENT: Planning Department

SCOPE

- Responsible for performing all administrative tasks relating to the City's planning services.
- Responsible for first response to public inquiries.
- Assume responsibilities of Section 10.20 of CUPE contract if required.
- Working with the Administration team, the Planning Assistant will be involved in a variety of technical and administrative activities related to the review and processing of applications and studies conducted by the Planning Department.

QUALIFICATIONS

- Competence in general office procedures and the use of office equipment, acquired through generally recognized planning course work, practical work experience or a combination thereof.
- General understanding and knowledge of the local Government Act and specific planning requirements regarding Land use control.

SPECIFIC DUTIES

- Responding to public inquiries at the counter and on the phone on general matters including planning, utility locations and on site inspections.
- Typing, filing and general administrative tasks as directed by the assigned supervisor.
- Assisting other administrative staff as may be required from time to time.
- Have knowledge of land use planning principles and Provincial legislation regarding land use and development;
- Be responsible for the preliminary processing of all applications for zoning, subdivision, development variances and development permits;
- Assist the public by providing information relating to land use controls and application procedures;
- Be responsible for the day-to-day administration of the Official Community Plan, Zoning Bylaw, Subdivision Development Servicing Bylaw, other relevant regulations and utility locations;
- Assist the Management team with the preparation of bylaws and reports on matters related to zoning, subdivision, building, and development;
- Process as-built utility information to maintain current records related to subdivision and development matters;
- Be proficient in computer use, including word processing, spreadsheets and auto-cad; and perform other related duties as required.

CONDITIONS

- Membership eligibility in CUPE Local 2087
BUILDING AND PLUMBING OFFICIAL
(Pay Grade 10)

DEPARTMENT:
Planning

SUMMARY:
This position is responsible for providing building and plumbing inspection services. This includes conducting plan reviews and field inspections for compliance with the building and plumbing codes and relevant regulations. The incumbent is responsible for processing building permit applications, administration of departmental matters, building bylaw enforcement and to provide technical information to the general public.

DUTIES AND RESPONSIBILITIES:
- Administration and enforcement of building and plumbing, zoning and other bylaws for the City;
- Receives and issues building permit applications ensuring compliance with zoning, building regulations and other bylaws for the City;
- Issues stop work orders and demolition permits;
- Receive and reply to telephone calls, correspondence and other inquiries to the Building Inspection Department;
- Redirect other inquiries to the appropriate government agencies;
- Review plans and specifications for compliance with building and plumbing codes;
- Conducts inspections of buildings, repairs and alterations during construction to ensure compliance with relevant bylaws, codes, standards and regulations.
- Conduct annual inspections of City facilities and submit required written reports.
- Identify and communicate to the owner or contractor any infractions or deficiencies discovered;
- Monitors illegal construction, applicable bylaw infractions and takes appropriate action to rectify;
- Submits verbal and written reports on activities as required;
- Performs other related duties as assigned.

OTHER:
- Perform all duties and responsibilities of a Public Works Tradesman III as and when required.
- Assume Relieving Foreman duties as and when required.
- Overtime duty, on-call duty and call out duty as required by the Manager of Operations.
- All persons employed with the City of Rossland will be required to assist the City in providing emergency services. Duties assigned during an emergency may differ from regular duties.
EDUCATION, KNOWLEDGE AND SKILLS:

ESSENTIAL:

Education: Level 1, 2, 3 or RBO Certification from the Building Officials Association of BC and/or Level 1 Certification from the Plumbing Officials Association of BC. Completion of Grade 12.

Experience: Trades Qualification or equivalent experience and knowledge of building construction methods and materials. Competence in the use of construction tools, thorough knowledge of municipal infrastructure, thorough knowledge of Workers Compensation Safety Regulations.

Licences/Certificates Specific Skills Ability to communicate effectively, orally and in writing. Computer skills. Demonstrated proficiency in the operation of all public works heavy equipment under all conditions. Demonstrated aptitude to assume the responsibilities of Relieving Foreman. Valid B.C. class 3 driver’s license with air endorsement.
STUDENT EMPLOYEE
(Student Pay Grade)

ACCOUNTABILITY
- Reporting to and receiving direction from the designated supervisor.

SCOPE
- Casual position limited to school vacations.

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

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

CONDITIONS
- High School graduate or a college or university student who is registered to attend a bona fide college or university in the fall and who seeks employment. Unless otherwise specified in this Agreement, Student Employees are entitled to statutory benefits only. They do not accumulate seniority.
GENERAL LABOURER
(Pay grade 1)

ACCOUNTABILITY
- Reporting to and receiving direction from the designated supervisor.

SCOPE
- Casual position.

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

SPECIFIC DUTIES
- Perform such tasks as may be commensurate with qualifications.

CONDITIONS
- Membership eligibility in CUPE Local 2087.
PUBLIC WORKS TRADESCMAN I
(Pay grade 3)

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

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

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

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

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

CONDITIONS
- Membership eligibility in CUPE Local 2087.
PUBLIC WORKS TRADESMAN II
(Pay grade 6)

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

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

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

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

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

CONDITIONS
- Membership eligibility in CUPE Local 2087.
PUBLIC WORKS TRADESMAN III  
(Pay grade 7)

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

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

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

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

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

CONDITIONS  
- Membership eligibility in CUPE Local 2087.
PUBLIC WORKS CLERK
(Pay Grade 7)

DEPARTMENT: Operations

SUMMARY:
Reporting to the Manager of Operations, the Public Works Clerk is responsible for performing skilled secretarial, clerical, record keeping, inventory control, purchasing, receiving and document processing related to Municipal Public Works under limited supervision. Bylaw Enforcement duties and responding to customer inquiries and complaints will be a key responsibility of the position. The regular work week for this position will be forty (40) hours worked between 7:00 am – 4:30 pm.

DUTIES AND RESPONSIBILITIES:

• Manages the front desk at the Works Yard, provides secretarial support for the Manager of Operations and performs all clerical duties pertaining to the Operations Department.

• Maintains and ensures that all City policies and procedures are followed and records problem areas within the City infrastructure.

• Composes routine correspondence for signature of others.

• Receives and relays telephone or counter enquiries to the appropriate person, provides departmental information and responds to complaints and concerns when possible.

• Scheduling of various Public Works Employee jobs, holidays, on-call and call outs.

• Assists the Manager of Operations with the Health and Safety Committee to ensure that recommendations and WCB procedures are kept up to date.

• Assists the Manager of Operations to ensure that the Safety Program and orders recommended by WCB and the Employer are implemented, and provide feedback, as required, on implementation.

• Attend all Safety Committee Meetings, taking minutes and distributing, as required.

• Prepare safety, accident and incident reports as required by Management and Regulation.

• Schedules training and certifications for employees, keeping record of Employees receiving Safety Training and other.

• Occupational Health and Safety

• Administers Work Orders, accounts payable and verifies delivery and receipt of goods.

• Inventory control of stores materials and supplies, including data entry of provided year-end inventories.

Collective Agreement
Between
City of Rossland
And
CUPE Local 2087
March 1, 2015 to February 28, 2019
• Ensure the City’s compliance with WHMIS material Safety Data Sheets and recommended training for compliance. Ensure compliance with transportation of dangerous goods rules and regulations.

• Maintain Fleet Inventory Control and maintenance records in accordance with National Safety Code.

• Assists with ongoing updates of GIS assessment registers and work order.

• Assist with City risk assessment and ensures all records are kept and filed for MIA.

• All annual government reporting (water/licence/gravel, etc)

• Columbia Basin Trust liaison

• Arranges water on/offs with home owners and contractors

• Arranges new water, sewer and storm installs with home owners and contractors

• Water meter co-ordinator (repairs and installs)

• Liaison with user groups (Golden City Days, Winter Carnival, Museum, Library)

• Liaison with home owners and business owners for capital and emergency works

• Contact with Fortis, Shaw and Telus regarding inquiries and work orders

• Assistant to Manager of Operations on large scale capital jobs (ie. Taking minutes)

• Researches and receives multiple quotes for various jobs

• Organizes inspections on all facilities and infrastructure

• Codes invoices and signs timecards

• Records expenses on capital and special projects (during project)

• Bylaw enforcement.

• Flagging and traffic control.

• On call for water and sewer emergencies

• Replacement operator when required

• Performs janitorial duties in both the shop and works yard.

• All persons employed with the City of Rossland will be required to assist the City in providing emergency services. Duties assigned during an emergency may differ from regular duties.

• Other related duties as required.
EDUCATION, KNOWLEDGE AND SKILLS:

ESSENTIAL:

Education: Grade 12 Diploma or equivalent
WHIMIS

Experience: Previous public works and office experience.

Licences/Certificates Occupational Health & Safety Training
Occupational first aid

Skills and Abilities Excellent public relations skills, tact and judgement
Excellent interpersonal skills
Excellent computer skills, including Microsoft Word, Excel and Outlook.
60wpm typing speed and data entry.
Physical ability to carry out the duties of the position
Ability to operate related equipment
Ability to prioritize work and multitasks in a busy environment
Familiarity with related municipal policies and procedures
Familiarity with Municipal and Worksafe BC Safety Procedures
Willingness to work flexible hours and attend workshops and/or take related courses.

DESIRABLE:

Education:

Experience: Experience in bylaw enforcement

Licences/Certificates
JOURNEYMAN
(Pay grade 8)

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

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

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

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

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

CONDITIONS
- Membership eligibility in CUPE Local 2087.
COMMERCIAL VEHICLE INSPECTOR
(Pay grade 9)

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

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

QUALIFICATIONS
- Holder of a Heavy Duty or commercial transport journeyman license recognized in British Columbia.
- Thorough knowledge of municipal infrastructures, thorough knowledge of Workers Compensation safety regulations.
- Demonstrated aptitude to assume the responsibilities of Relieving Foreman.
- Valid B.C. class 3 driver’s license with air endorsement.
- Ensuring all requirements are met and maintained regarding the inspector and facility licenses.

SPECIFIC DUTIES
- Specific duties commensurate with qualifications.
- General duties in all components of the municipal infrastructure.
- Responsible for inventory control for shop and fleet supplies.
- Assist the Manager in vehicle tendering and fleet management control.

EXTRANEOUS DUTIES
- Overtime duty, on-call duty and call out duty as required by the Manager of Operations or the Public Works Foreman from time to time.

CONDITIONS
- Membership eligibility in CUPE Local 2087.
PUBLIC WORKS FOREMAN
(Pay Grade 11)
ACCOUNTABILITY
- Under the direct supervision of the Manager of Operations or his or hers designate.

SCOPE
- Supervises, instructs and works with employees involved in the installation, maintenance and repair of works such as waterworks, sanitary sewer and underground drainage works, roads, catch basins, sidewalks, signs, parks, pool and arena. Directs and trains employees on how to work in a safe manner. Processes and approves vacation allocations, time sheet submissions, attendance records.

QUALIFICATIONS
- Grade 12 or GED equivalent
- Class 1 Waste Water Collection and Class 1 Water Distribution (Class 3 preferable) to EOCP standards or equivalent combination of Certification and commensurate experience
- BC Driver’s Licence Class 3 (unrestricted) with Air Brake Endorsement
- Several years of municipal work experience, in accordance with EOCP standards, in the operation, maintenance, repair of water, sanitary and storm sewers.
- A minimum of 5 years experience operating equipment under all conditions and practical knowledge of infrastructure and facilities.
- Thorough knowledge of how to organize and assign work to meet safety standards and to avoid occupational hazards
- Supervisory skills to maintain the quality and volume of work under all tough conditions. Ability to establish and maintain effective working relationships with tradesman, contractors, public and other employees
- Ability to communicate effectively, both verbally and in writing, with staff, outside agencies and members of public. Good interpersonal skills.

SPECIFIC DUTIES AND RESPONSIBILITIES
- Receives and reviews assignments, identifies the equipment and materials required for the job. May read plans for the installation of sewer, water and underground drainage works. Reviews the situation at the site and organizes the work to be done. Directs and works with employees, provides advice on how to resolve problems in accordance with established standards and procedures.
- Assignments to staff may include installation and repair or sewer and water, backhoe operation and digging trenches, installation of pipe. Other assignments to staff may include work relating to roads, catch basins, sidewalks, signs, and parks.
- In accordance with Section 117 of the Occupational Health and Safety Regulations, General duties of supervisors, directs and trains employees on how to work in a safe manner.
- Assists the Manager of Operations in scheduling staff. Processes and approves attendance records, daily activity cards, etc. for employees under his/her supervision.
- Provides reports on the results of the work and participates in reviews of equipment and materials needed for this function.
- Assists the Manager of Operations in obtaining quotes and, with approval, purchase materials and equipment.
- Operates all Civic Works equipment and small power or hand tools.
- May direct and work on a range of other public works projects or activities, as assigned. Performs related work as assigned.
- Responds to call-outs, alarms and emergency situations and is required to be available on a rotational basis for standby duty.

EXTRANEOUS DUTIES
- All duties as assigned by the Manager of Operations
- Overtime duty and call-out duty as required by the Manager of Operations
- Acts as the Manager of Operations in his/her absence

CONDITIONS
- Membership eligibility in C.U.P.E Local 2087
**SCHEDULE “D”**

**Supplemental Unemployment Benefit (Sub) Plan**

This plan is established for the purpose of meeting the conditions of Subsection 37(2) of the Employment Insurance Regulations effective until February 28, 2015.

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

(a) The following groups of employees are covered by the Plan:

1. All City of Rossland employees covered by the C.U.P.E. Collective Agreement;

2. All City of Rossland full-time exempt employees.

(b) The Plan is to supplement the EI income benefits received by workers for temporary unemployment caused by the City of Rossland approved training programs.

(c) 1. Employees must prove that they have applied for and are in receipt of EI income benefits in order to receive payment under the Plan. Benefiting employees shall be required to produce cheque stubs.

2. SUB is payable for a period during which an employee is not in receipt of EI income benefits if the only reason for non-receipt is that the claimant is serving the two (2) week waiting period.

(d) 1. The benefit level paid under this plan is set at the difference between the weekly compensation received from EI income and ninety-five percent (95%) of the employee's weekly earnings.

2. In any week, the total amount of SUB payments and the weekly rate of EI income benefits will not exceed ninety-five percent (95%) of the employee's weekly earnings.

3. This SUB benefit will be paid for a maximum of ten (10) weeks per calendar year.

(e) 1. The Plan is financed by the City of Rossland’s general revenues.

2. A separate record of the SUB payments will be kept by the City of Rossland for audit purposes.
1. The duration of the Plan is from March 1, 2015 to February 28, 2019.

2. The City of Rossland will inform the HRDC in writing of any changes to the Plan within thirty (30) days of the effective date of the change.

(g) Employees do not have the right to SUB payments except for supplements for EI income benefits for the unemployment period as specified in the Plan.

(h) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the Plan.
LETTER OF UNDERSTANDING NO. 1

Between

THE CORPORATION OF THE CITY OF ROSSLAND

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2087

RE: Recreation Programmer

It is hereby agreed between the City of Rossland and CUPE Local 2087 that the position of Regular Part-Time Recreation Programmer will have ultimate flex hour opportunities. (This may include weekends, full time during workweeks and no work time during other weeks.) This position will be a half time position and will be based on a forty (40) hour week and may be scheduled additional hours as required.

It is further understood that this position may or may not be recruited to at the City's discretion.

SIGNED ON BEHALF OF:

THE CORPORATION OF THE CITY OF ROSSLAND

[Signature]

DATE: June 14, 2016

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2087

[Signature]

DATE: June 14, 2016
LETTER OF UNDERSTANDING NO. 2

Between

THE CORPORATION OF THE CITY OF ROSSLAND

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2087

RE: Rate of Pay for Wayne Laybourne

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

SIGNED ON BEHALF OF:

THE CORPORATION OF THE CITY OF ROSSLAND

Lloyd McLellan

DATE: June 14, 2016

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2087

DATE: June 14, 2016
LETTER OF UNDERSTANDING NO. 3

Between

THE CORPORATION OF THE CITY OF ROSSLAND

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2087

RE: EOCP Certification Premium

Those employees who have successfully obtained certification through the British Columbia Water and Waste Association shall receive a $0.20 per hour wage premium for each level of certification achieved for the following:

- Water Treatment Plant I, II and III
- Water Distribution I, II and III
- Wastewater Collection I, II and III
- Wastewater Treatment I and II
- Cross Connection Control Certification

This wage premium will become effective commencing at the start of the first pay period following the signing of this Letter of Understanding.

SIGNED ON BEHALF OF:

THE CORPORATION OF THE CITY OF ROSSLAND

[Signature]

DATE: June 14, 2014

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2087

[Signature]

DATE: June 14, 2014
LETTER OF UNDERSTANDING NO. 4

Between

THE CORPORATION OF THE CITY OF ROSSLAND

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2087

RE: Hours of Work – Office and Support Staff Modified Work Week

The parties hereby agree a modified work week as described herein be implemented.

1. A Modified Work Week

A modified work week shall comprise of a regular work week plus an accumulated two (2) hour at straight time within a five day work week, excluding all paid or unpaid leaves under the Collective Agreement, for those working a paid 40 hours a week. The accumulated straight time hours shall be carried in a bank for a scheduled day off comprising of 8 hours.

Employees cannot accumulate beyond 8 hours in the "modified work week bank" and this time must be scheduled and used before additional time can be accumulated.

2. Banked Time and Cash Payout

Schedules must be prepared and submitted by the employees participating in the program for approval by their supervisor for the upcoming month three (3) working days prior to the commencement of the month. These schedules will reflect time worked, time used, and any accumulated time carried forward.

The accumulated banked time of 8 hours must be taken as a paid day off on the scheduled day, or if this is not possible, within 60 days of the last modified day worked.

A cash payout shall not be available for any hours banked under the modified work week. Banked times for all other purposes shall remain in accordance with the Collective Agreement without any modification.
3. **Overtime Accumulation and Compensation**

For the purpose of a modified work week only, each thirty (30) minutes accumulated in a work day between Monday to Thursday, shall not be considered overtime and shall not be compensated as overtime. For all other purposes, the overtime provisions of the Collective Agreement shall apply.

4. **Time Worked**

For the purpose of a modified work week, time worked towards the accumulation of 8 hours in the bank shall be based on time worked excluding sick leave, vacation, statutory holidays and any other paid or unpaid leaves as specified in the Collective Agreement.

5. **Wage Rate Relieving in High Rated Position**

For the purpose of modified work week which results in a scheduled day-off, no wage rate adjustment shall be made to an individual if required for partially relieving in a higher-rated position unless the individual was assigned to work in a higher-rated position to the scheduled day off under the modified work week and in such case the provisions of the Collective Agreement shall apply. At all times, relieving in a higher rated position shall be avoided through scheduling; however, partial work for short periods may be necessary to service customers.

6. **Hours of Work**

Banked time will only accumulate between 4:30 p.m. and 5:30 p.m., or as mutually agreed to by the City and the employee depending on the operational needs of the City.

7. **Modified Work Week Bank**

A modified work week bank shall not contain more than 16 hours in a 60 day period worked. This banked time shall remain as a separate bank. It must be taken as paid time off as scheduled and is not subject to cash payout. Employees will only be permitted to bank and utilize a maximum of six (6) days in a calendar year.

8. **Scheduled Paid Day Off – Monday and Friday**

The participating members shall take a paid day off as per schedules drawn and subject to the availability of personnel in the affected areas and work requirements. The scheduled paid day off shall be a Monday or a Friday or any other day if prior approval by a supervisor has been obtained prior to the commencement of the scheduled paid day off.
9. Participation

For the purpose of the modified work week, participation is limited to individuals in the office and support classifications who are not in any shift work which precedes or extends between 7:00 a.m. to 5:30 p.m. These employees are classified as regular full-time employees. Participation is optional.

10. General – Monetary Gain and Interpretation

The modified work week shall not incur any monetary increase to any participants other than a paid day off as per schedules drawn and as per time banked under the modified work week. The modified work week shall be interpreted within the context of this Letter of Understanding and not within the context of the Collective Agreement as a whole unless specifically stated.

11. Notice of Termination

Either party to this Letter of Understanding may terminate the modified work week without prejudice by giving thirty (30) calendar days written notice of termination to the other party.

SIGNED ON BEHALF OF:

THE CORPORATION OF THE CITY OF ROSSLAND

DATE: June 14, 2019

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2087

DATE: June 14, 2019
LETTER OF UNDERSTANDING NO. 5

Between

THE CORPORATION OF THE CITY OF ROSSLAND

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2087

RE: Recreation Instructors

City of Rossland and CUPE 2087 hereby agree that the position of Recreation Instructor become a CUPE position based on the following terms and conditions:

1. The rate of pay will be between Pay Grade 1 to Pay Grade 3 and determined based on the number of certifications the employee possesses. (The more the certification, the higher the pay grade).

2. Should an arrangement be considered unsuitable at any time by either party, the arrangement can be terminated with thirty (30) days notice.

3. There will be no benefits or vacation entitlement for this position.

4. When a vacancy occurs or a new position is required for a recreation instructor, the City shall post the notice on the bulletin board for 24 hours before closing the job.

5. This will be reviewed April 15, 2011 to determine the continuation or expiration of the position in the contract.

SIGNED ON BEHALF OF:

THE CORPORATION OF THE
CITY OF ROSSLAND

DATE: June 14/11

SIGNED ON BEHALF OF:

CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 2087

DATE: June 14/11
LETTER OF UNDERSTANDING NO. 6

Between

THE CORPORATION OF THE CITY OF ROSSLAND

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2087

RE: Extended Medical Care Leave

It is hereby agreed between the City of Rossland and CUPE Local 2087 that we will extend, for Tony Jenkin, the allowable three (3) days per annum in personal preventative medical/dental health care to an unlimited amount as long as it does not exceed the employee's sick leave credits. At this time the employee is making a great effort to be at work as much as possible while having to attend multiple appointments in dealing with his illness.

SIGNED ON BEHALF OF:

THE CORPORATION OF THE CITY OF ROSSLAND

[Signature]

DATE: June 14, 2015

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2087

[Signature]

DATE: June 14, 2015
LETTER OF UNDERSTANDING NO. 7

Between

THE CORPORATION OF THE CITY OF ROSSLAND

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2087

RE: Qualified Mature Summer Student Labourer

It is hereby agreed between the City of Rossland and CUPE Local 2087 that the City will employ, when necessary, a qualified mature summer student labourer at the rate of pay of $21.00/hour and they will be entitled to statutory benefits and will not accumulate seniority.

SIGNED ON BEHALF OF:

THE CORPORATION OF THE
CITY OF ROSSLAND

DATE: June 1, 2015

SIGNED ON BEHALF OF:

CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 2087

DATE: June 1, 2015
LETTER OF UNDERSTANDING NO. 8

Between

THE CORPORATION OF THE CITY OF ROSSLAND

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2087

RE: STAND BY ON CALL WATER TREATMENT PLANT

It is hereby agreed between the City of Rossland and CUPE Local 2087 that Section 10.15 b) be amended to allow the employee to be paid the equivalent of eight (8) hours for every week on call or one (1) day off in lieu for every week on call, provided that the accumulated credits do not exceed a balance of eighty (80) hours at any time for the On-call WTP bank. This on call shall include two call outs that are not compensable when the call out does not require attending at the plant. The one day off in lieu of time will be taken at the discretion of the Manager of Operations or his designate.

SIGNED ON BEHALF OF:

THE CORPORATION OF THE CITY OF ROSSLAND

[Signature]

DATE: June 14/16

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2087

[Signature]

DATE: June 14/16