

**COLLECTIVE AGREEMENT**

BETWEEN

**CITY OF REVELSTOKE**



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO 363**

***CUPE***

**JANUARY 1, 2019 – DECEMBER 31, 2023**

14978 (02)

## TABLE OF CONTENTS

<b>DEFINITIONS .....</b>	<b>1</b>
<b>ARTICLE 1 BARGAINING AGENT AND BARGAINING UNIT WORK.....</b>	<b>1</b>
1.01 BARGAINING AGENT .....	1
1.02 WORK OF THE BARGAINING UNIT.....	2
<b>ARTICLE 2 EMPLOYER'S MANAGEMENT RIGHTS .....</b>	<b>2</b>
2.01 EMPLOYER RIGHTS.....	2
<b>ARTICLE 3 UNION MEMBERSHIP AND PAYMENT OF UNION DUES AND ASSESSMENTS .....</b>	<b>2</b>
3.01 ALL EMPLOYEES TO BE UNION MEMBERS .....	2
3.02 CHECK-OFF OF UNION DUES AND ASSESSMENTS.....	2
<b>ARTICLE 4 NEW EMPLOYEE ORIENTATION.....</b>	<b>2</b>
4.01 COLLECTIVE AGREEMENT .....	2
4.02 UNION ORIENTATION.....	2
4.03 EMPLOYER ORIENTATION .....	3
<b>ARTICLE 5 DISCRIMINATION, HARASSMENT AND DUTY TO ACCOMMODATE ....</b>	<b>3</b>
5.01 DISCRIMINATION .....	3
5.02 HARASSMENT.....	3
5.03 DUTY TO ACCOMMODATE .....	3
5.04 VIOLENCE IN THE WORKPLACE.....	4
<b>ARTICLE 6 EMPLOYER-UNION RELATIONS.....</b>	<b>4</b>
6.01 REPRESENTATION .....	4
6.02 BARGAINING/LABOUR-MANAGEMENT COMMITTEE COMPOSITION .....	5
6.03 FUNCTIONS OF THE BARGAINING/LABOUR-MANAGEMENT COMMITTEE.....	5
6.04 OTHER REPRESENTATIVES OF THE PARTIES.....	5
6.05 MEETINGS OF THE BARGAINING/LABOUR-MANAGEMENT COMMITTEE .....	5
6.06 EMPLOYEE TIME OFF FOR BARGAINING/LABOUR-MANAGEMENT COMMITTEE MEETINGS ...	5
<b>ARTICLE 7 SENIORITY.....</b>	<b>6</b>
7.01 SENIORITY RIGHTS MEASUREMENT AND RECORD.....	6
7.02 PROBATIONARY EMPLOYEES.....	7
7.03 SENIORITY DURING ABSENCE.....	7
<b>ARTICLE 8 LAYOFFS AND REHIRINGS.....</b>	<b>7</b>
8.01 LAYOFF AND RECALL PRINCIPLES.....	7
8.02 LAYOFF PROCEDURE .....	8
8.03 RECALL .....	9

<b>ARTICLE 9</b>	<b>PROMOTIONS AND STAFF CHANGES.....</b>	<b>9</b>
9.01	INTERNAL JOB POSTING.....	9
9.02	APPLICATIONS FOR LATERAL POSITIONS.....	9
9.03	APPLICANT SELECTION CRITERIA .....	9
9.04	RETURN FROM TEMPORARY POSITION .....	10
9.05	TEMPORARY JOB OPPORTUNITIES.....	10
9.06	OUTSIDE ADVERTISING .....	10
9.07	SNOW REMOVAL JOB POSTINGS.....	10
<b>ARTICLE 10</b>	<b>EMPLOYEE CATEGORIES .....</b>	<b>10</b>
10.01	CATEGORIES OF EMPLOYEES .....	10
10.02	BENEFIT ENTITLEMENTS OF EMPLOYEES.....	11
<b>ARTICLE 11</b>	<b>GRIEVANCE PROCEDURE.....</b>	<b>12</b>
11.01	GENERAL .....	12
11.02	GRIEVANCE STEPS.....	12
11.03	GRIEVANCE OF GENERAL APPLICATION OR POLICY OR OF APPLICATION TO A GROUP OF EMPLOYEES .....	13
11.04	REMEDY BECOMES EFFECTIVE .....	13
11.05	EMPLOYEE TIME OFF FOR GRIEVANCE MEETINGS.....	13
11.06	AMENDING OF TIME LIMITS .....	13
11.07	REPLIES IN WRITING .....	13
11.08	DATE OF GRIEVANCES .....	13
11.09	FACILITIES FOR GRIEVANCE MEETINGS .....	13
<b>ARTICLE 12</b>	<b>ARBITRATION .....</b>	<b>14</b>
12.01	APPOINTMENT OF ARBITRATION BOARD .....	14
12.02	WHO MAY BE AN ARBITRATOR .....	14
12.03	ARBITRATION BOARD PROCEDURE.....	14
12.04	EFFECT OF DECISIONS OF THE ARBITRATION BOARD .....	14
12.05	EXPENSES OF THE BOARD.....	14
12.06	AMENDING OF TIME LIMITS .....	15
12.07	EVIDENCE .....	15
<b>ARTICLE 13</b>	<b>DISCHARGE AND SUSPENSION .....</b>	<b>15</b>
13.01	WARNINGS .....	15
13.02	DISCIPLINE PROCEDURE .....	15
13.03	CROSSING OF PICKET LINES.....	15
13.04	UNJUST SUSPENSION OR DISCHARGE .....	15
13.05	PERSONNEL FILE ACCESS .....	16
<b>ARTICLE 14</b>	<b>HOURS OF WORK AND WORK WEEKS .....</b>	<b>16</b>
14.01	HOURS PER WEEK POSITIONS .....	16
14.02	REST PERIODS .....	16
14.03	VARIATIONS TO THE NORMAL WORK WEEK.....	17
14.04	TEMPORARY SHIFT CHANGES .....	17
14.05	MINIMUM HOURS.....	18
14.06	SHIFT PREMIUM FOR FULL-TIME EMPLOYEES AND PART-TIME "A" EMPLOYEES.....	18

<b>ARTICLE 15</b>	<b>OVERTIME .....</b>	<b>18</b>
15.01	OVERTIME ON NORMAL WORKING DAYS .....	18
15.02	OVERTIME FOR CALL OUT .....	18
15.03	ASSIGNMENT OF OVERTIME .....	18
15.04	STANDBY .....	19
15.05	DAYS OFF AND STATUTORY HOLIDAYS.....	19
15.06	OVERTIME MEAL ALLOWANCE.....	19
15.07	PAID TIME OFF IN LIEU OF WORKED OVERTIME AND STANDBY .....	19
<b>ARTICLE 16</b>	<b>TRANSFER AND NEW CLASSIFICATION RATES.....</b>	<b>19</b>
16.01	HIGHER PAID CLASSIFICATION .....	19
16.02	LOWER PAID CLASSIFICATION .....	19
16.03	NEW CLASSIFICATION .....	20
16.04	CHANGED CLASSIFICATION .....	20
16.05	UNDER FILL RATES FOR SNOW REMOVAL .....	20
16.06	ABANDONMENT .....	20
16.07	EXTENSION OF TIME LIMITS .....	20
<b>ARTICLE 17</b>	<b>ANNUAL VACATION AND STATUTORY HOLIDAYS FOR FULL-TIME EMPLOYEES AND PART-TIME CATEGORY "A" EMPLOYEES .....</b>	<b>21</b>
17.01	ENTITLEMENT .....	21
17.02	EMPLOYEES ON LAY-OFF, LONG TERM DISABILITY OR WCB LEAVE.....	22
17.03	PREFERENCE IN VACATIONS .....	22
17.04	ILLNESS DURING VACATION.....	22
17.05	RETURN FROM VACATION.....	22
17.06	STATUTORY HOLIDAYS .....	22
17.07	PAY FOR STATUTORY HOLIDAYS .....	23
<b>ARTICLE 18</b>	<b>HEALTH LEAVE .....</b>	<b>23</b>
18.01	HEALTH LEAVE DEFINED .....	23
18.02	HEALTH LEAVE BANK .....	23
18.03	HEALTH LEAVE PAY .....	24
18.04	WORKERS' COMPENSATION.....	25
18.05	WAGE INDEMNITY PLAN .....	25
18.06	INTENT TO RETURN TO WORK.....	26
18.07	THIRD PARTY INSURANCE .....	26
<b>ARTICLE 19</b>	<b>TIME OFF AND LEAVE OF ABSENCE .....</b>	<b>26</b>
19.01	UNION BUSINESS.....	26
19.02	UNION LEAVE .....	26
19.03	LEAVE FOR UNION AND PUBLIC DUTIES .....	27
19.04	BEREAVEMENT LEAVE .....	27
19.05	MATERNITY LEAVE .....	27
19.06	PARENTAL LEAVE .....	28
19.07	EMPLOYER MAY REQUIRE MATERNITY LEAVE.....	29
19.08	DUTIES OF THE EMPLOYER .....	29
19.09	EMPLOYMENT DEEMED CONTINUOUS.....	29

19.10	LEAVE OF ABSENCE.....	30
19.11	FAMILY RESPONSIBILITY LEAVE .....	30
19.12	JURY DUTY .....	30
<b>ARTICLE 20</b>	<b>GENERAL CLAUSES.....</b>	<b>30</b>
20.01	PAY DAYS .....	30
20.02	DIRTY WORK.....	30
20.03	SPECIAL WEARING APPAREL .....	31
20.04	MUNICIPAL PENSION PLAN .....	31
20.05	ACCOMMODATION .....	31
20.06	BULLETIN BOARDS .....	31
20.07	JOB RELATED LIABILITY PROTECTION.....	31
20.08	PERSONAL TOOL INSURANCE.....	31
20.09	FIRST AID ATTENDANT PREMIUM .....	32
20.10	JOB TRAINING .....	32
20.11	UNION NOTIFICATION.....	33
20.12	UNION LABEL.....	33
20.13	BOOT ALLOWANCE .....	33
<b>ARTICLE 21</b>	<b>HEALTH AND WELFARE COVERAGE .....</b>	<b>33</b>
21.01	GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT.....	33
21.02	MEDICAL SERVICES PLAN .....	33
21.03	EXTENDED HEALTH BENEFIT .....	33
21.04	DENTAL PLAN .....	33
21.05	GENERAL PRINCIPLES.....	34
<b>ARTICLE 22</b>	<b>SALARIES AND WAGES .....</b>	<b>35</b>
22.01	RATES SET OUT IN SCHEDULE "A" .....	35
<b>ARTICLE 23</b>	<b>JOB SECURITY.....</b>	<b>35</b>
23.01	CONTRACTING OUT WORK .....	35
23.02	NO LOSS OF EMPLOYMENT .....	36
23.03	SEVERANCE PAY .....	36
<b>ARTICLE 24</b>	<b>OCCUPATIONAL HEALTH AND SAFETY .....</b>	<b>36</b>
24.01	RIGHT TO REFUSE UNSAFE WORK .....	36
<b>ARTICLE 25</b>	<b>TECHNOLOGICAL CHANGE.....</b>	<b>36</b>
25.01	DISPUTE RESOLUTION.....	36
25.02	NOTICE OF TECHNOLOGICAL CHANGE .....	36
25.03	NOTICE OF DISPUTE .....	36
25.04	MEETINGS .....	36
25.05	REFERRAL TO ARBITRATION.....	36
25.06	ARBITRATION BOARD.....	37

<b>ARTICLE 26</b>	<b>GENERAL APPLICATION AND INTERPRETATION MATTERS.....</b>	<b>37</b>
26.01	ENACTMENT .....	37
26.02	LAWS OF BRITISH COLUMBIA .....	37
26.03	TIME .....	37
26.04	SEVERANCE .....	37
<b>ARTICLE 27</b>	<b>TERM OF AGREEMENT.....</b>	<b>38</b>
27.01	TERM OF AGREEMENT .....	38
<b>SCHEDULE "A"</b>	<b>.....</b>	<b>39</b>
	HOURLY SALARY RATES & CLASSIFICATIONS .....	39
	TRADES SCHEDULE .....	42
<b>SCHEDULE "A"</b>	<b>.....</b>	<b>43</b>
	AQUATIC CENTRE SCHEDULE.....	43
	OTHER COMPENSATION SCHEDULE .....	43
<b>LETTER OF UNDERSTANDING #1</b>	<b>.....</b>	<b>44</b>
	RE: CUPE LONG TERM DISABILITY PLAN.....	44



**AGREEMENT BETWEEN:**

**THE CITY OF REVELSTOKE,**  
(hereinafter called the "Employer")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 363**

Being an organization of employees of the City, Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress  
(hereinafter called the "Union")

**WHEREAS** it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the City of Revelstoke (hereinafter called the "Employer") and the Union, and to set forth herein the basic agreement of covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto:

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

**DEFINITIONS**

**Bargaining Unit** means Employees of the Employer for which the Union is certified as the Bargaining Agent under the Certification issued by the BC Labour Relations Board, August 15, 1949, as amended under the provisions of the BC Labour Code.

**Calendar Day** means a twenty-four (24) hour period ending at midnight.

**Emergency** means an unforeseen event requiring immediate action and expertise not available from the Bargaining Unit.

**Employee** means an employee of the Employer who is in the Bargaining Unit.

**Incidental** means occurring by chance with minor consequence to the work of Employees.

**Worked Day** means any day on which an Employee has worked or been called to work.

**Working Day** means the days that City Hall is open to the public.

**ARTICLE 1 BARGAINING AGENT AND BARGAINING UNIT WORK**

**1.01 Bargaining Agent**

The Employer or anyone authorized to act on its behalf, recognizes the Union as the sole Bargaining Agent for its Employees and agrees to negotiate solely with the Union, or any committee authorized to act on the Union's behalf, on any and all matters affecting the Employees.



**1.02 Work of the Bargaining Unit**

Except for incidental or emergency situations or employees of a bona fide contractor carrying out work for the Employer, any person who is not an Employee shall not perform work that is normally done by an Employee.

**ARTICLE 2 EMPLOYER'S MANAGEMENT RIGHTS**

**2.01 Employer Rights**

Except as otherwise provided in this Agreement, the management, supervision and control of the Employer's operation and the direction of the Employees remains the exclusive function of the Employer.

**ARTICLE 3 UNION MEMBERSHIP AND PAYMENT OF UNION DUES AND ASSESSMENTS**

**3.01 All Employees to be Union Members**

Every Employee, as a condition of continued employment, shall become and remain a member in good standing of the Union within thirty (30) calendar days of commencing employment with the Employer.

**3.02 Check-off of Union Dues and Assessments**

At the time employment commences the Employer shall require an Employee to sign a form approved by the Employer and the Union authorizing the Employer to deduct from the Employee's earnings and to pay to the Union an amount equal to the current Union dues and assessments provided by the Union in accordance with its Constitution and Bylaws. Deductions shall be made from the payroll for all Employees on a bi-weekly basis and shall be forwarded to the Secretary-Treasurer of the Union after each second (2<sup>nd</sup>) pay period, accompanied by a list of the names of all Employees from whose wages the deductions have been made and the deduction amounts.

**ARTICLE 4 NEW EMPLOYEE ORIENTATION**

**4.01 Collective Agreement**

The Union shall supply all new Employees with a copy of the current Collective Agreement and the Employer shall ensure the current Collective Agreement is available on the Employer's intranet and internet sites.

**4.02 Union Orientation**

When a new Employee commences employment, the new Employee's Union representative shall arrange to be introduced to the new Employee and to provide the new Employee with Union membership information.

#### **4.03 Employer Orientation**

When a new Employee commences employment, the new Employee's manager shall arrange to meet with the new Employee with a Union representative present. The purpose of the meeting shall be to discuss the new Employee's responsibilities in the position, occupational health and safety matters, emergency preparedness, discipline policy, human rights policy, other matters of importance to the Employer and the new Employee's rights and responsibilities under the Collective Agreement.

### **ARTICLE 5 DISCRIMINATION, HARASSMENT AND DUTY TO ACCOMMODATE**

#### **5.01 Discrimination**

The Employer agrees there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to an Employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of a ground under *section 13* of the *BC Human Rights Code* or by reason of the Employee's membership or activity in the Union.

The Union agrees it shall not discriminate against any Employee by reason of a ground under *section 14* of the *BC Human Rights Code*.

#### **5.02 Harassment**

An Employee has the right to work without harassment. A grievance raised by an Employee based on harassment shall be dealt with by the Parties commencing at Step 2 of the grievance procedure established in Article 11.02.

#### **5.03 Duty to Accommodate**

The Employer recognizes that it has a duty to accommodate an Employee in relation to grounds under *section 13* of the *BC Human Rights Code*, where discrimination is prohibited, subject to the exceptions in that section.

## **5.04**

### **Violence in the Workplace**

The Employer and the Union recognize the right of employees to work in an environment free of violence. The Employer is responsible for conducting risk assessment and, in consultation with the Health & Safety Committee, shall develop policies, procedures and arrangements to minimize and/or eliminate risks, including communicating to employees the methods to report, investigate and document incidents of violence.

#### **Definitions**

Violence is defined as:

The attempted or actual exercise of any physical force so as to cause injury to any employee, any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk or injury. A threat directed at any worker's family may also be considered a threat against a worker for the purpose of this provision.

Injury is defined as:

Any harm or hurt to an employee. An incident may be considered 'violent' even if the injury suffered is slight or does not require medical attention. Any action or behaviour which gives an employee reasonable cause to believe that he or she is at risk of injury is covered by this provision.

Reporting Violent Incidents:

An employee who encounters, or who is involved in a violent situation, must promptly report the incident to the employer. The Employer shall immediately forward the report to the Health & Safety Committee, the Union Secretary and the applicable Shop Steward.

Notification of Physical Risk:

The Employer shall notify staff who may be at risk of violence and will reduce the risk through the provision or training, alteration or working arrangements and other appropriate methods as may be required through the circumstances of each case.

Appropriate debriefing and post-traumatic counselling will be made available for employees who have been victims of violence, or who have witnessed a violent act. Where an employee requires time off to attend debriefing or post-traumatic counselling, it shall be without loss of pay.

## **ARTICLE 6 EMPLOYER-UNION RELATIONS**

### **6.01 Representation**

No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the Union's written authorization. In order that this may be carried out, the Union shall supply the Employer with the names of its officers, stewards and authorized committee members. Similarly, the Employer shall supply the Union with the names of its representatives with whom the Union may be required to transact business.

## **6.02**

### **Bargaining/Labour-Management Committee Composition**

The Parties shall appoint a Bargaining/Labour-Management Committee which will consist of not more than four (4) members appointed by and representing the Employer, and not more than four (4) members appointed by and representing the Union. Each Party shall advise the other of the names of its appointees and changes of appointees as these may occur.

## **6.03**

### **Functions of the Bargaining/Labour-Management Committee**

All matters of concern, including but not restricted to performance of work, operations, rates of pay, hours of work, collective bargaining, working conditions, and other work-related matters shall be referred by the Parties to the Bargaining/Labour-Management Committee for discussion and resolution.

## **6.04**

### **Other Representatives of the Parties**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. The Employer shall have the right to have assistance from representatives of their choosing when dealing or negotiating with the Union. When such assistance is to be utilized and such a representative(s) will be attending meetings with the other Party, the Party bringing the representative(s) to the meeting shall give the other Party reasonable notice of this including the name of the representative(s) and the reasons for the representative's attendance at the meeting.

## **6.05**

### **Meetings of the Bargaining/Labour-Management Committee**

In the event either Party chooses to call a meeting of the Bargaining/Labour-Management Committee, the meeting shall be held at a time and place fixed by agreement between the Parties on a date no later than five (5) working days after the request has been made. Meetings may be rescheduled by agreement between the Parties and operational requirements shall be considered by the Parties when meetings are scheduled.

## **6.06**

### **Employee Time Off for Bargaining/Labour-Management Committee Meetings**

An Employee representing the Union in meetings of the Bargaining/Labour-Management Committee may attend those meetings without loss of wages and benefits. If the Employee is scheduled for a night shift the night before a Bargaining/Labour-Management Committee meeting, the Employee shall be entitled to eight (8) hours of non-working time prior to the start of the meeting without loss of wages and benefits.

## **ARTICLE 7 SENIORITY**

### **7.01 Seniority Rights Measurement and Record**

The Employer shall maintain seniority lists in accordance with this Article. These lists shall be sent by the Employer to the Union in January of each year and shall be posted on the Employer's bulletin boards.

An Employee shall accrue seniority and be placed on a seniority list in accordance with the Employee's category as follows:

- a) A Full-Time Employee shall have seniority measured by length of service in the Bargaining Unit and this seniority shall apply on a Bargaining Unit wide basis.
- b) A Part-Time Employee's seniority shall be determined by the Part-Time Employee's sub-categorization.
  - i) A Category 'A' Part-Time Employee shall have seniority measured by the length of service in the Bargaining Unit and shall be placed on a seniority list for Part-Time Employees. After being placed on the Part-Time seniority list, the Part-Time Employee shall have the right to apply for another position pursuant to Article 9 and shall be given consideration after Full-Time Employees but prior to external candidates being considered. Employees on the Part-Time seniority list shall be placed in date order of being appointed to the Employee's Part-Time position. If a Part-time Employee receives a Full-Time position of greater duration than fifty-five (55) consecutive worked days, the Part-Time Employee shall be moved to the Full-Time seniority list and placed with the effective seniority date being the date the Employee was appointed to the Category 'A' Part-Time seniority list.
  - ii) A Category 'B' Part-Time Employee shall be placed on a separate Employee list noting the Employee's date of hire with the Employer. The Part-Time Employee shall have the right to apply for another position pursuant to Article 9 and shall be given consideration after Full-Time Employees and Category 'A' Part-Time Employees but prior to Casual Employees and external candidates being considered. The Part-Time Employee's date of hire as shown on the Employee list shall not be transferrable to Part-Time or Full-Time seniority lists.
- c) A Casual Employee shall not accrue seniority.
- d) A Student Employee shall not accrue seniority.

## **7.02**

### **Probationary Employees**

New Employees shall be on probation for a period of ninety (90) worked days from the date employment commences. Employees on probation shall be entitled to all rights and privileges contained in this Agreement except with respect to discharge. The employment of probationary Employees may be terminated by the Employer at any time during the probation period without recourse to the Grievance Procedure, provided such termination is not discriminatory. After completion of the probation period, the Employee's seniority shall be effective from the date the Employee commenced employment.

## **7.03**

### **Seniority During Absence**

An Employee shall not lose seniority if absent from work because of sickness, accident, layoffs, or leave of absence approved by the Employer.

An Employee shall only lose seniority in the event that the Employee:

- i) is discharged for just cause and is not reinstated;
- ii) resigns;
- iii) is absent from work in excess of five (5) working days without notifying the Employer, unless such notice could not reasonably be given;
- iv) fails, after a lay-off, to return to work within seven (7) calendar days after being notified to do so by the Employer by registered mail sent to the most recent address provided by the Employee in writing, unless a justifiable reason has prevented the Employee from returning to work; or
- v) is laid off for a period longer than one (1) year.

## **ARTICLE 8**

### **LAYOFFS AND REHIRINGS**

## **8.01**

### **Layoff and Recall Principles**

The parties recognize that the following principles apply to layoffs and recalls:

- a) Job security and opportunity should increase according to seniority.
- b) The size of the workforce may need to be increased or decreased periodically.
- c) There is a need to address operational requirements in the workplace and minimize disruption to the workforce.
- d) No Employee or representative of the Union or the Employer shall attempt to coerce an Employee as the Employee makes a decision whether or not to exercise the right to bump. "To Bump" means the right of an Employee who has been given a lay-off notice to displace another Employee. The Union's representative may provide information to an Employee on the provisions of the Collective Agreement related to bumping to assist the Employee in making an informed decision on whether or not to bump.

## 8.02

### Layoff Procedure

#### a) **General**

The parties agree that layoffs shall be conducted in a manner that results in Employees being laid off in the reverse order of their seniority. When a proposed work reduction may result in the layoff of three (3) or more Employees within a fourteen (14) calendar day period the Bargaining/Labour-Management Committee shall meet with the goal of addressing the layoffs according to the principles identified in Article 8.01.

#### b) **Notice**

- i) In the event of a planned layoff, the Employer shall provide written notice to an Employee with one (1) or more year's seniority who is to be laid off fourteen (14) calendar days before the layoff is to be effective. If, after notice of layoff, an Employee does not have the opportunity to work a total of two (2) weeks of the Employee's regular hours in accordance with Article 14, the Employee shall be paid for those hours for which the Employee did not have the opportunity to work.
- ii) In the event of an unplanned layoff, the Employer shall provide written notice to an Employee with one (1) or more year's seniority who is to be laid off seven (7) calendar days before the layoff is effective. If, after notice of layoff, an Employee does not have the opportunity to work a total of one (1) week of the Employee's regular hours in accordance with Article 14, the Employee shall be paid for those hours for which the Employee did not have the opportunity to work.

#### c) **Application of Seniority**

- i) Seniority shall apply for the purposes of bumping provided the Employer deems an Employee has the qualifications and experience for the position and the work that is to be performed during the period of layoff.
- ii) Where an Employee receives a notice of layoff the Employee shall advise the Employer, in writing, within two (2) working days of the Employee's intention to bump.
- iii) An Employee may choose to exercise the option not to bump and if so, an Employee with two (2) or more year's seniority may choose to be laid off instead. An Employee who chooses to be laid off out of line of seniority shall have the right after thirty (30) calendar days to return to work. When exercising this right the Employee acknowledges the Employer must give the Employee with less seniority the required Notice of Layoff in 8.02 (b). In the event an Employee chooses to be laid off, the Employer shall indicate on the Employee's record of employment that the Employee has been laid off for lack of work.

### **8.03**

#### **Recall**

Recalls shall be conducted in a manner that results in Employees being recalled in order of seniority, provided they are qualified to do the work. When five (5) or more Employees will be recalled within a fourteen (14) calendar day period the Bargaining/Labour-Management Committee shall meet with the goal of filling recall positions according to the principles identified in Article 8.01.

## **ARTICLE 9**

### **PROMOTIONS AND STAFF CHANGES**

#### **9.01**

##### **Internal Job Posting**

When a position vacancy occurs or a new position is created within the Bargaining Unit, the Employer shall post notice of the vacancy or new position for a period of five (5) working days and the Union shall be provided with a copy of the posting. The posting shall include a position description summary, classification, wage range, hours of work and a reference number on all pages. This posting requirement shall not preclude the Employer from filling the position vacancy or new position on a temporary basis for a maximum of twenty-two (22) working days. Time limits referenced in Article 9.01 may be extended by agreement between the Parties.

#### **9.02**

##### **Applications for Lateral Positions**

The Employer may specify on a position posting that the successful applicant may be required to remain in the posted position for one (1) year before being eligible to apply for another posted position at the same or lower pay grade.

#### **9.03**

##### **Applicant Selection Criteria**

- a) When the Employer fills a position, selection shall be based on seniority and required qualifications. The successful applicant shall be appointed to the position within ten (10) working days of the closing date of the posting. The successful applicant shall be placed on a trial basis for twenty (20) worked days. During the twenty (20) worked day trial period, if mutual satisfaction on the placement is not achieved, the Employee shall be returned to the Employee's former position without loss of seniority and any other Employee promoted or transferred because of the change of positions shall also be returned to that Employee's former position without loss of seniority. Time limits referenced in Article 9.03 (a) may be extended by agreement between the Parties.
- b) When an Employee who is on an approved leave is the successful applicant for a posted position of three (3) months or greater duration the Employee shall assume the duties of that position upon return from leave.



- c) When an Employee is appointed to a new position and the Employer requires the Employee's current position to be filled, the Employee shall remain in the Employee's current position until either a successor is appointed or within twenty-two (22) working days whichever is less, unless the Parties agree otherwise. However, the Employee shall be paid the higher pay rate until the commencement of the new position. The Employer must post the Employee's current position immediately upon appointing the Employee to the new position and on appointment of the Employee's successor; the Employee shall commence work in the Employee's new position.

**9.04 Return from Temporary Position**

When the term of a temporary posting ends, the Employee shall return to the Employee's former position. If the former position does not need to be filled at that time, the Employee shall be laid off and may exercise seniority in accordance with Article 8.

**9.05 Temporary Job Opportunities**

The Employer shall be required to post the original vacancy and backfill positions.

**9.06 Outside Advertising**

The Employer may advertise a new or vacant position externally no sooner than the expiry of the internal posting and only after it has been determined by the Employer that no Employee applying for the position met the selection criteria.

**9.07 Snow Removal Job Postings**

All snow removal job postings may be initially posted no earlier than October 15<sup>th</sup> of each calendar year for the coming winter. Successful applicants shall be awarded the positions within ten (10) working days of closing date of the posting and each Employee shall commence work as per the start date indicated on the applicable posting, which will be no later than the first (1<sup>st</sup>) Monday in December of the same year.

**ARTICLE 10 EMPLOYEE CATEGORIES**

**10.01 Categories of Employees**

An Employee shall be placed in one of the following categories:

- a) **Full-Time:** An Employee who holds a position that has been posted with full time scheduled hours in accordance with Article 14.01.

- b) **Part-Time:** An Employee who holds a position that has been posted with less than full-time scheduled hours in accordance with Article 14.01. A Part-Time Employee shall fall into one (1) of two (2) categories:
  - i) Category 'A': An Employee who works fifty percent (50%) or more, but less than one hundred percent (100%), of the hours of an equivalent Full-Time position;
  - ii) Category 'B': An Employee who works less than fifty percent (50%) of the hours of an equivalent Full-Time position.
- c) **Casual:** An Employee who works on an irregular basis as the Employer's needs may require.
  - i) Casual Employees shall only be offered available hours of work after they are first offered, where practicable, to Category A and B Part-Time Employees or Full-Time Employees.
  - ii) Casual Employees shall not be used to fill absences in higher paid classifications that are normally filled by Full-Time and Part-Time Employees currently working.
  - iii) Casual Employees shall not be used to perform work that is normally performed as overtime by Full-Time Employees.
  - iv) Casual Employees shall primarily be utilized to fill short duration absences or to assist with short duration projects that are either time sensitive or require additional staffing.
  - v) The Labour Management Committee shall periodically review the use of Casual Employees.
- d) **Student:** An Employee who is a post-secondary student registered in a post-secondary program at a recognized educational institution and has been hired for temporary employment directly related to the Student's field of study.

## 10.02 **Benefit Entitlements of Employees**

An Employee's benefit entitlements shall be determined by the Employee's category as follows:

- a) Full-Time Employees shall receive benefits and vacation in accordance with the provisions of this Agreement.
- b) Part-Time Employees shall receive benefits and vacation as follows:
  - i) A Category 'A' Part-Time Employee shall receive benefits and pro-rated vacation accrual in accordance with the provisions of this Agreement.
  - ii) Category 'B' Part-Time Employees shall receive a payment in lieu of benefits and vacation as listed in Schedule 'A'.
- c) Casual Employees shall receive a payment in lieu of benefits and vacation as listed in Schedule 'A'.
- d) Student Employees shall receive a payment in lieu of benefits and vacation as listed in Schedule 'A'.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

### **11.01 General**

Should an Employee allege a violation of the Collective Agreement has occurred, the Parties agree that an investigation is necessary to determine if there are grounds for a grievance. The Parties agree investigations may contribute to an early resolution of a complaint; therefore, Union representatives may meet with Employees for this purpose without loss of wages or benefits for either Union representatives or Employees. If these meetings are to take place during working hours they shall only be scheduled with the Employer's permission and such permission shall not be unreasonably denied by the Employer provided that working hours and work flow will not be disrupted significantly.

Should a dispute arise between the Parties regarding the interpretation, meaning, operation or application of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the grievance fairly and promptly pursuant to the procedures in 11.02 through 11.05.

The aggrieved Employee(s) shall have the right to be present at each step of the grievance procedure described herein.

### **11.02 Grievance Steps**

#### **Step 1:**

- a) The Union shall request a meeting with the Employee's manager within twenty-two (22) working days of becoming aware of the incident giving rise to the grievance. If the grievance is related to a job posting, the meeting request shall be made within ten (10) working days. The Union shall submit the request in writing, briefly describing the grievance.
- b) The meeting between the Union and the Employee's manager shall be held within five (5) working days after the Employee's manager has received the meeting request.
- c) The Employee's manager shall provide a written response to the Union explaining the response to the grievance within five (5) working days after the Step 1 meeting.

#### **Step 2:**

- a) Failing settlement of the grievance at Step 1 the Union may, within ten (10) working days of receipt of the Employee's manager's written response, submit the grievance to the Employer's Chief Administrative Officer.
- b) The Step 2 meeting between the Parties shall be held within ten (10) working days after the Chief Administrative Officer has received the Step 2 grievance.
- c) The Chief Administrative Officer shall provide a written response to the Union explaining the response to the grievance within ten (10) working days after the Step 2 meeting.

**Step 3:**

Failing settlement of the grievance at Step 2, the Union may refer the grievance to Arbitration within twenty-two (22) working days of receipt of the Chief Administrative Officer's response and shall provide the Employer with written notice of this referral.

**11.03 Grievance of General Application or Policy or of Application to a Group of Employees**

Where a grievance involves a question of harassment, general application or policy, or where the grievance applies to a group of Employees the grievance may be submitted at Step 2 of the grievance procedure.

**11.04 Remedy Becomes Effective**

The date remedies to a grievance become effective shall be that prescribed in the grievance settlement or arbitration award.

**11.05 Employee Time Off for Grievance Meetings**

Any grieving Employee or Union representative(s) in grievance meetings with the Employer may attend those meetings without loss of wages and benefits. A Union representative shall, with prior Employer approval, investigate grievances without loss of wages and benefits. Such permission shall not be unreasonably denied. If the Employee and/or Union representative is scheduled for a night shift the night before a grievance meeting, the Employee(s) shall be entitled to eight (8) hours of non-working time prior to the start of the meeting without loss of wages and benefits.

**11.06 Amending of Time Limits**

Time limits stipulated in this Article may only be amended by written agreement between the Parties.

**11.07 Replies in Writing**

Replies to grievances shall be in writing at all stages.

**11.08 Date of Grievances**

Grievances settled satisfactorily within the time allowed shall date from the time that the grievances was filed.

**11.09 Facilities for Grievance Meetings**

The Employer shall supply the necessary facilities for the grievance meetings.

## **ARTICLE 12    ARBITRATION**

### **12.01            Appointment of Arbitration Board**

When either Party requests that a grievance be submitted to arbitration, the request shall be made in writing and delivered to the other Party. The Parties may agree to the appointment of a single arbitrator as the Arbitration Board but if the Parties fail to agree on the appointment of a single arbitrator, the Parties shall appoint a three (3) person Arbitration Board as follows:

Within ten (10) working days of failing to agree on the appointment of a single arbitrator, each Party shall name an arbitrator to the Arbitration Board by notifying the other Party of the name and contact information of its appointee. The two (2) arbitrator appointees shall agree on the appointment of a third (3<sup>rd</sup>) arbitrator as Chair of the Arbitration Board. If either Party fails to appoint an arbitrator or if the two (2) arbitrator appointees fail to agree on the appointment of a third (3<sup>rd</sup>) arbitrator as Chair within ten (10) working days, either Party may request the Director of the Collective Agreement Arbitration Bureau to appoint an Arbitration Board.

### **12.02            Who May Be an Arbitrator**

No person shall be selected as a member of an Arbitration Board who:

- a) is acting, or has within one (1) year preceding the date of the individual's appointment acted in the capacity of lawyer or agent, whether paid or unpaid, of either Party and/or;
- b) has any monetary interest in the matters referred to the Arbitration Board.

### **12.03            Arbitration Board Procedure**

The Arbitration Board may determine its own procedure, but shall give full opportunity to both Parties to present evidence and make representations to it. The Arbitration Board shall commence and complete its proceedings as soon as reasonably possible and shall render a decision as soon as reasonably possible. For a three (3) person Arbitration Board the decision of a majority shall be the decision of the Arbitration Board.

### **12.04            Effect of Decisions of the Arbitration Board**

The decision of the Arbitration Board shall be final and binding on the Parties but in no event shall the Arbitration Board have the power to alter, modify, or amend this Agreement in any respect.

### **12.05            Expenses of the Board**

Each Party shall pay:

- a) one-half (½) of the fees and expenses of the single arbitrator; or
- b) the fees and expenses of the arbitrator it appoints plus one-half (½) the fees and expenses of the Chair if a three (3) person Arbitration Board is appointed by the Parties;
- c) one-half (½) the fees and expenses of the Arbitration Board appointed by the Director of the Collective Agreement Arbitration Bureau.

**12.06 Amending of Time Limits**

Time limits stipulated in this Article may only be amended by written agreement between the Parties.

**12.07 Evidence**

The Parties may call upon the Employee(s) concerned and any others to provide evidence and arrangements will be made to permit the Parties and the Arbitration Board to have access to any part of the Employer's premises to view any working conditions which may be relevant to the matter under arbitration.

**ARTICLE 13 DISCHARGE AND SUSPENSION**

**13.01 Warnings**

Whenever the Employer deems it necessary to censure an Employee indicating that further discipline may follow any repetition of the Employee's act or omission under censure or if the Employee's work standard does not meet the Employer's requirements by a specified date, the Employer shall give written particulars of such censure to the President of the Union within five (5) working days of the censure.

**13.02 Discipline Procedure**

When the Employer intends to meet with an Employee and discipline may result, the Employer shall advise the Employee and the Union, in writing twenty-four (24) hours in advance of the purpose and possible consequence of the meeting to allow the Employee to arrange Union representation at the meeting. When an Employee is discharged or suspended, the Employer shall give the Employee and the Union the reasons for such discharge or suspension in writing within twenty-four (24) hours of the discharge or suspension.

**13.03 Crossing of Picket Lines**

Just Cause for discipline shall not include the refusal of an Employee to cross the picket line of a legal strike; however, essential services of the Employer's operation must be maintained.

**13.04 Unjust Suspension or Discharge**

If an Employee is found to have been unjustly suspended or discharged, the Employee shall be reinstated immediately without loss of seniority and shall be compensated for all working time lost in an amount determined to be equal to the Employee's normal earnings during the pay period preceding the discharge or suspension, or another amount which is just and equitable in the opinion of the Parties, or in the opinion of an Arbitration Board if the matter is referred to arbitration.

### **13.05 Personnel File Access**

An Employee shall have access to the Employee's personnel file and may review that file in the presence of the Employer's Chief Administrative Officer or designate. To obtain access to the Employee's personnel file the Employee shall forward a request in writing to the Chief Administrative Officer or designate, who shall respond to the request within five (5) working days. An Employee may respond in writing to any report in the Employee's personnel file and the Employee's response shall become part of the file.

## **ARTICLE 14 HOURS OF WORK AND WORK WEEKS**

### **14.01 Hours per Week Positions**

#### **a) Forty (40) Hours per Week Positions**

The weekly hours of work for these positions shall be forty (40) hours, Monday to Friday inclusive. The eight (8) consecutive daily hours shall be worked between the hours of 6:00 a.m. and 5:00 p.m.

#### **b) Thirty-five (35) and thirty-seven point five (37.5) Hours per Week Positions**

Weekly hours of work for these positions shall be thirty-five (35) or thirty-seven point five (37.5) hours, Monday to Friday inclusive. The seven (7) or seven point five (7.5) consecutive daily hours shall be worked between the hours of 6:00 a.m. and 5:00 p.m.

#### **c) Category 'A' and 'B' Part Time Employees and Students**

Prior to the posting of a new position and prior to making changes to an existing position, hours of work and shifts for these positions shall be agreed to by the Labour-Management Committee in writing.

### **14.02 Rest Periods**

- a) An Employee covered under Article 14.01 (a) shall be entitled to a twenty (20) minute paid lunch break which under normal circumstances shall be taken at the job site where the Employee is carrying out the Employee's duties. The Employee is also entitled to two (2) fifteen (15) minute rest periods, one (1) prior to the lunch break and one (1) after. Normally these three (3) breaks shall be distributed evenly throughout the workday.
- b) An Employee covered under Article 14.01 (b) shall be entitled to a sixty (60) minute unpaid lunch break. The Employee is also entitled to two (2) fifteen (15) minute rest periods, one (1) prior to the lunch break and one (1) after. Normally these three (3) breaks shall be distributed evenly throughout the workday.

- c) An Employee working less than full-time hours in a given day shall be entitled to the following rest periods:
  - i) two (2) to four (4) hours work: one (1) rest period.
  - ii) more than four (4) hours and up to six (6) hours: one (1) rest period and one (1) lunch break.
  - iii) more than six (6) hours: two (2) rest periods and one (1) lunch break.

### **14.03**

#### **Variations to the Normal Work Week**

It is recognized that for operational reasons, some positions require variations to the normal work week identified in Article 14.01. The Parties may agree to implement variations to the normal five (5) day work week for Full time Employees. These agreements are to be in writing and while in effect shall form part of this Agreement. Requests for variations will be judged on their impact to the Employer's operation and budget. The job postings for these positions will indicate the anticipated work week and working hours. Either Party may bring variation requests to the Bargaining/Labour-Management Committee which meets the following criteria:

- a) Over a two (2) week pay period, Employees must work a total of not less than the applicable full time hours as per Article 14.01.
- b) Daily rest and lunch periods as defined in Article 14.02 and statutory holiday entitlements remain the same.
- c) Vacation pay will be calculated pursuant to Article 17.
- d) The new work day becomes the normal work day for the application of overtime and overtime meal allowance provisions, but not shift premium provisions.

### **14.04**

#### **Temporary Shift Changes**

For operational reasons an Employee's shift may be varied by the Employer by giving one (1) week's notice to the Employee, provided the shift falls within the weekly hours of work according to the Employee's position and such change shall not be for more than one (1) week. If an Employee claims a hardship due to the temporary shift change the Parties shall endeavor to meet operational requirements while accommodating the Employee. Shift changes of greater than one (1) week duration shall require agreement of the Parties in writing. Where the Union has requested a shift change the Employer shall respond to the request within five (5) working days. However, for the Aquatic and Recreation Centre such notice may be given with only two (2) days' notice.

For education purposes, parties may agree to less than one (1) week's notice with a minimum of twenty-four (24) hours.



## **14.05**

### **Minimum Hours**

- a) In the event a Full-Time Employee commences work and is sent home before completing four (4) hours work, the Employee shall be paid for four (4) hours. In the event a Full-Time Employee reports to work and is sent home before commencing work, the Employee shall be paid for two (2) hours.
- b) In the event a Part-Time Employee commences work and is sent home before completing fifty percent (50%) of their normal daily hours the Employee shall be paid for fifty percent (50%) of their normal daily hours. In the event a Part-Time Employee reports to work and is sent home before commencing work, the Employee shall be paid for two (2) hours.
- c) The minimum hours for an Employee shall be two (2) consecutive hours.

## **14.06**

### **Shift Premium for Full-Time Employees and Part-Time "A" Employees**

When any shift starts or finishes outside the weekly hours identified in 14.01(a) and 14.01 (b) a shift premium in accordance with Schedule A shall be paid for all hours worked outside the normal range of hours. The exception shall be when, by Employee request, a shift change is implemented that results in an Employee's hours moving from inside the weekly hours identified in 14.01 (a) and 14.01 (b) to outside the normal range of hours.

## **ARTICLE 15 OVERTIME**

### **15.01**

#### **Overtime on Normal Working Days**

Daily and weekly hours, as defined in Article 14.01, shall determine eligibility for overtime pay for all Employees. All hours worked in excess of the normal hours of work shall be paid at the rate of one and one-half (1½ x) the regular rate of pay for the first two (2) hours and double time (2x) thereafter.

### **15.02**

#### **Overtime for Call Out**

In the event of an Employee being called out during hours other than the Employee's regular working hours, the Employee shall be entitled to a minimum of two (2) hours at double (2x) time.

### **15.03**

#### **Assignment of Overtime**

The Labour-Management Committee shall assign each Employee to a Work Group. The Work Group will consist of Employees who share a work function as designated by the Labour-Management Committee. The Labour-Management Committee may further assign separate work groups by shifts and special projects as deemed appropriate.

Overtime shall be offered to Employees in the following order:

- i) the senior Employee in the Work Group in the classification required who normally performs the work;
- ii) the senior qualified Employee in the Work Group;
- iii) the senior qualified Employee on a Bargaining Unit Wide basis.

Notwithstanding the above, before offering overtime, the Employer will take into consideration the hours worked by the Employees immediately prior, during and following the overtime. If it is determined that this results in an Employee working an unreasonable number of hours that could detrimentally affect the health and safety of the Employee and/or others, the Employer may offer the overtime to the next qualified Employee with next the most seniority. Overtime must be authorized by a manager.

#### **15.04 Standby**

An Employee who is required to be on standby at a time or times other than the Employee's regular working hours, shall be paid a premium for each day the Employee is on standby as follows:

- a) two (2) hours pay at the Employee's regular rate of pay for each normal work day on which the Employee was on standby and also worked the Employee's regular shift.
- b) three (3) hours pay at the Employee's regular rate of pay for each day of rest or statutory holiday on which the Employee was on standby.

#### **15.05 Days Off and Statutory Holidays**

Work done on an employee's regular days off and statutory holidays shall be paid for at the double (2x) time rates

#### **15.06 Overtime Meal Allowance**

Any Employee who works two (2) hours beyond and continuous with their consecutive daily hours in Article 14 shall be entitled to a thirty (\$30.00) dollar meal allowance added to their next regular paycheque.

#### **15.07 Paid Time Off in Lieu of Worked Overtime and Standby**

Subject to the Employer's operational requirements, Employees may consider paid time off in lieu of worked overtime or standby. Time off will only be taken upon agreement between the Employee and the Employee's Supervisor, provided that any unused banked time will be paid out once yearly at a time to be determined by the Employer. Paid time off shall be provided at the same rate as the applicable overtime rates or standby rates.

### **ARTICLE 16 TRANSFER AND NEW CLASSIFICATION RATES**

#### **16.01 Higher Paid Classification**

If an Employee is temporarily moved to a higher paid classification, the Employee shall receive the higher rate of pay provided for in such classification for the duration of the placement.

#### **16.02 Lower Paid Classification**

If an Employee is temporarily moved to a lower paid classification, the Employee shall suffer no reduction in wages as a result of such placement.

### **16.03 New Classification**

The Employer may institute new classifications in addition to those listed in Schedule "A" and shall submit the classification and the rate of pay to the Union in writing. The Parties shall meet within ten (10) working days to review and agree in writing on the new classification and rate of pay. If agreement cannot be reached, the matter may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussion between the Employer and the Union, or following a referral to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

### **16.04 Changed Classification**

If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate of pay, the Union may request in writing, to meet with the Employer to review the matter. If within thirty (30) calendar days of the written submission of such request, agreement cannot be reached, the matter may be referred to arbitration under the provisions of Article 12. Any change in rate resulting from discussions between the Employer and the Union, or following a referral to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

### **16.05 Under Fill Rates for Snow Removal**

For snow removal purposes, an Employee who does not meet the full requirements of an Operator IV or V classification may be placed by the Employer, in an Operator IV or V classification. In such cases, the Employee will be appointed, based on seniority, on an under fill basis and paid one (1) classification rate lower than the normal rate for the position of Operator IV or V. This provision shall only apply during the snow removal season of December 1<sup>st</sup> to February 28<sup>th</sup>.

### **16.06 Abandonment**

If the Union does not request to meet with the Employer to review the classification and rate of pay within thirty (30) calendar days, as provided for in Article 16.03, or if the Union does not refer the matter to arbitration within thirty (30) calendar days, as provided for in Article 16.04, all rights to arbitration shall be deemed to be abandoned.

### **16.07 Extension of Time Limits**

The time limits referred to in this Article may be extended by agreement in writing of the Parties.

**ARTICLE 17 ANNUAL VACATION AND STATUTORY HOLIDAYS FOR FULL-TIME EMPLOYEES AND PART-TIME CATEGORY "A" EMPLOYEES**

**17.01 Entitlement**

Employees shall earn annual vacation entitlement in accordance with the following table:

Years of Service	Equivalent Annual Hours			Annual Leave (in days)
	40 hrs / week	37.5 hrs / week	35 hrs / week	
Up to 5	120	112.5	105	15
6	128	120	112	16
7	136	127.5	119	17
8	144	135	126	18
9	152	142.5	133	19
10	160	150	140	20
11	168	157.5	147	21
12	176	165	154	22
13	184	172.5	161	23
14	192	180	168	24
15	200	187.5	175	25
16	208	195	192	26
17	216	202.5	189	27
18	224	210	196	28
19	232	217.5	203	29
20	240	225	210	30

and thirty (30) days in each and every year thereafter.

A Full-Time Employee shall accrue vacation entitlement equivalent to the number of hours in the Employee's daily regular shift and shall receive vacation pay at the hourly rate and at the number of hours in the regular daily shift applicable to the Employee's job classification at the time the vacation is taken. The hourly rate shall not be affected by any temporary placement.

Category 'A' Part-Time Employees shall accrue vacation entitlement in accordance with the table in Article 17.01 based on the Employee's posted hours pro-rated to an equivalent Full-Time position.

An Employee may take vacation based on the Employee's earned entitlement.

**17.02 Employees on Lay-off, Long Term Disability or WCB Leave**

Employees shall not accrue vacation entitlement while on lay-off or Long Term Disability or Workers Compensation Board (WCB) leave exceeding twenty-six (26) weeks.

**17.03 Preference in Vacations**

Vacations are to be taken at a time approved by the Employer and seniority shall prevail in the choice of vacation periods.

**17.04 Illness During Vacation**

Sick leave may be substituted for vacation where it can be established by the Employee that an illness or accident occurred while on vacation. The Employee may then schedule the Employee's remaining vacation by agreement with the Employer.

**17.05 Return from Vacation**

When returning from vacation an Employee shall be considered to be available for work as indicated on the approved time off request form.

**17.06 Statutory Holidays**

The Employer agrees that an Employee shall be entitled to twelve (12) Statutory Holidays with pay as follows:

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

and any general holidays declared by the Employer's Council or Provincial or Federal Governments.

If a Statutory Holiday falls on an Employee's day off, the day in lieu shall be the Employee's next following work day except for Employees working in the Aquatic Centre, Arena and Community Centre. For Employees working in these facilities, the day in lieu shall be the work day immediately preceding or immediately following the Statutory Holiday. The day in lieu shall be determined not less than thirty (30) calendar days in advance of the Statutory Holiday and the Employee with the most seniority may exercise preference for when the day in lieu is taken.

An Employee shall not receive holiday pay for a statutory holiday unless the Employee has been continuously employed for a period of not less than thirty (30) calendar days immediately preceding the statutory holiday. A layoff or unpaid leave not exceeding seven (7) calendar days shall not be deemed a break in service for the purposes of determining continuous employment.

## **17.07**

### **Pay For Statutory Holidays**

Full-Time Employees shall be paid wages for Statutory Holidays at the Employee's current classified rate of pay.

A Category 'A' Part-Time Employee shall be paid wages for Statutory Holidays at the Employee's current classified rate of pay.

A Category 'A' Part-Time Employee shall accrue Statutory Holiday pay in proportion to the hours posted for the position.

An Employee is not entitled to Statutory Holiday Pay for any such holiday which occurs while the Employee is on layoff, except in those situations contemplated by the provisions of Article 17.06.

## **ARTICLE 18 HEALTH LEAVE**

### **18.01 Health Leave Defined**

An Employee who is not receiving a payment in lieu of benefits shall be entitled to health leave in accordance with the terms of this Article. Biweekly health leave accrual will be maintained during personal leaves on a proportionate basis.

Health leave is a period of time that an Employee is absent from work due to illness, family responsibility leave (article 19.11), injury not compensable by WorkSafe BC, and various health related absences including, medical, dental, paramedical and counseling appointments. Health related medical appointments are generally expected to be scheduled outside of regular working hours. Where this is not possible, they are to be scheduled so as to minimize any disruption of the work day and shall be treated as health leave.

### **18.02 Health Leave Bank**

Employees shall accrue health leave at a rate of three quarters ( $\frac{3}{4}$ ) of a "day" per month to a maximum of thirteen and one half (13.5) "days"; A "day" shall mean the average number of hours in an employee's work day based on the average number of hours in the employee's work week over their complete shift schedule cycle.

New employees shall be credited with two (2) "days" health leave upon qualification for health leave under 18.05 (b). Health leave accrues biweekly in accordance with the following formula:

three quarters ( $\frac{3}{4}$ ) "day" X twelve (12) months X employee's average hours per work day  
twenty-six point zero (26.0) biweekly pay period/year

An employee who works a thirty-five (35) hour work week, or a shift schedule based on an average thirty-five (35) hour work week (seven (7) hour average work day), shall accrue health leave at a rate of two point four two three one (2.4231) hours each biweekly pay period to a maximum of seventy (70) hours.

An employee who works a forty (40) hour work week, or a shift schedule based on an average forty (40) hour work week (eight (8) hour average workday), shall accrue health leave at a rate of two point seven six nine two (2.7692) hours each biweekly pay period to a maximum of eighty (80) hours.

An employee who works a thirty-eight point five (38.5) hour work week, or a shift schedule based on an average thirty-eight point five (38.5) hour work week (seven point seven (7.7) hour average work day), shall accrue health leave at a rate of two point six six five four (2.6654) hours each biweekly pay period to a maximum of seventy-seven (77) hours.

An employee who works a forty-two (42) hour work week, or a shift schedule based on an average forty-two (42) hour work week (eight point four (8.4) hour average work day), shall accrue health leave at a rate of two point nine zero seven seven (2.9077) hours each biweekly pay period to a maximum of eighty-four (84) hours.

Health leave shall accrue only while the employee is being paid by the Employer on active payroll. The health leave bank shall not accrue in any biweekly period during which the employee is not paid by the Employer on active payroll, including, but not limited to, any time while on LTD, WCB beyond twenty-six (26) weeks, layoff or any other unpaid leave, excluding pregnancy and parental leave.

An Employee shall be entitled to a maximum of five (5) health leave "days" per year to attend an appointment for personal and specialized medical services that are not available within Revelstoke. These health leave days are non-accumulative and are separate from the Employee's health leave bank. The Employee must apply for the leave in writing to the Employer with as much notice as possible. The Employer may require the Employee to verify attendance.

### **18.03 Health Leave Pay**

Health leave pay shall be deducted from the Employee's health leave bank on an equivalent and actual time basis to a maximum of five (5) days per health leave claim, subject to the balance in the Employee's health leave bank. An Employee must follow any and all requirements of this Article to qualify for health leave pay.

Commencing the sixth (6<sup>th</sup>) day of a continuous absence, to a maximum of twenty-six (26) weeks from the first (1<sup>st</sup>) day of health leave, an Employee who continues to qualify for health leave shall receive seventy percent (70%) of gross regular weekly earnings through a Wage Indemnity Plan. The Employee shall pay the premium for the Wage Indemnity Plan. Health and welfare benefits and their premium cost share arrangement will continue during any period of Wage Indemnity.

An Employee who participates in a Return to Work Program while drawing Wage Indemnity benefits shall have the Employee's Wage Indemnity benefit augmented so as to provide one hundred percent (100%) of the Employee's normal net take home pay, after statutory and all other authorized deductions.

## **18.04**

### **Workers' Compensation**

Where compensation is payable to an Employee under the Workers Compensation Act, the Employee's compensation shall be increased by the Employer so as to provide one hundred (100%) percent of the Employee's normal net take home pay, after statutory and all other authorized deductions, immediately prior to receiving compensation. The compensation increase payable by the Employer under this article shall only be payable up to a maximum of twenty-six (26) weeks per claim.

In the event that WorkSafe BC rejects a claim, or during a period of delay prior to accepting a claim, the Employer shall pay full regular earnings to the Employee for as long a period as the Employee has vacation, overtime, or other banked time. Where WorkSafe BC subsequently accepts the Employee's claim, the Employee's pay shall be recalculated, retroactively, for the period of the claim and that portion of the Employee's vacation, overtime or other banked time used to pay the Employee before the receipt of compensation shall be reinstated. In the event that the WorkSafe BC rejects a claim, the Employer shall immediately forward the claim to the Wage Indemnity Plan.

An Employee who has received Workers' Compensation in excess of twenty-six (26) weeks and who participates in a Return to Work Program may earn vacation credits on a pro-rata basis. Vacation entitlement may be earned only for that period on the Return to Work Program immediately followed by an Employee's return to full time active employment. Vacation entitlements are not earned for any other time worked on the Return to Work Program where an Employee's participation was stopped or suspended for any reason.

## **18.05**

### **Wage Indemnity Plan**

The Employer shall provide Employees with a Wage Indemnity Plan. The Plan will provide short term disability benefits for periods of absence due to illness or injury beyond five (5) days and up to twenty-six (26) weeks. Premiums for this plan shall be paid by Employees.

- a) Participation in the Wage Indemnity Plan is mandatory.
- b) Coverage for health leave, including Wage Indemnity, commences the date of completion of three (3) months continuous service or when an Employee becomes eligible to have the Employee's name entered on the seniority list.
- c) The Employer is the Policyholder for the Wage Indemnity Plan. The Employer shall be responsible for administering the Plan. The Employer may employ an agent to administer the Plan on its behalf.
- d) Surplus funds available as a result of positive claims experience under an ASO Wage Indemnity plan will be used for future wellness initiatives for the employees which may include benefits and/or premiums. The Employer will provide the Union with an annual report on the status of the Wage Indemnity account.



## **18.06 Intent to Return to Work**

If an Employee has been absent due to illness or injury for more than one (1) month, the Employee shall provide the Employee's supervisor with notice of the Employee's intent to return to work as follows:

- a) One (1) to six (6) months leave – two (2) days' notice;
- b) Seven (7) to eighteen (18) months leave – one (1) week's notice;
- c) Nineteen (19) or more months leave – one (1) month's notice.

## **18.07 Third Party Insurance**

When an Employee is paid by the Employer during an absence due to illness or injury, and the Employee receives compensation from a third party for an accidental bodily injury or illness, the Employee shall repay the Employer the total amount of compensation received from the Employer for the period(s) of disability resulting from the above accident or illness.

Employees who have a personal, private wage-loss-only insurance plan shall not be required to reimburse the Employer for any compensation the Employee receives from the private insurance carrier.

On an individual case basis, where an Employee recovers less from the third party than is paid by the Employer during the period of absence, the Employer will meet with the Employee and the Union to consider a variance to the normal repayment requirement.

## **ARTICLE 19 TIME OFF AND LEAVE OF ABSENCE**

### **19.01 Union Business**

The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to meet with the Employer, they shall suffer no loss of wages or benefits for time spent at such meetings.

### **19.02 Union Leave**

Employee(s) elected or appointed to represent the Union shall be granted leaves of absence not to exceed twenty-five (25) working days in any one (1) calendar year upon written request to the Employer. Leaves shall not be unreasonably denied and the Employer shall respond to these requests within three (3) working days. The Employee(s) shall not suffer loss of wages, benefits, or seniority. The Union shall fully reimburse the Employer and there will be no administrative or service fees charged for Union leaves.

### **19.03**

#### **Leave For Union and Public Duties**

The Employer shall grant a leave of absence, without wages and benefits, for a period of up to one (1) year to an Employee who is elected or selected for a full time, part-time or temporary position with the Union, or any body with which the Union is affiliated, or who is elected to public office upon written request from the Employee. The Employer shall respond to this request in writing within three (3) working days. Such leave shall be renewed each year during the Employee's posting or term of office. The Employee shall not lose seniority during this leave of absence. The Employee shall be reinstated in the Employee's former position, upon return, if vacant. If the Employee's former position is not available the Employee has the right to fill any other vacant position for which the Employee's qualifications and seniority make the Employee eligible. In any event, the Employee shall have the right to exercise seniority to secure a position for which the Employee is qualified.

### **19.04**

#### **Bereavement Leave**

In the event of a death in the immediate family of an Employee, or the immediate family of an Employee's spouse, the Employer shall grant a maximum of three (3) regularly scheduled consecutive work days leave without loss of wages and benefits. Additional leave of absence with pay for travel time may be granted by the Chief Administrative Officer.

Immediate family shall mean: child, step-child, parents, brother, sister, grandparents, grandchild, step parent, foster child, foster parent, aunt, uncle, niece, nephew, fiancé(e), son-in-law, daughter-in-law, sister-in-law and brother-in-law.

In the event of the death of an Employee's spouse, child, step-child or foster child an additional five (5) days leave, without loss of wages and benefits, shall be granted.

The Employer shall grant an Employee who is not a member of the immediate family of the deceased one-half (½) day without loss of wages and benefits to attend a memorial service/funeral as a pallbearer, provided the Employee has the approval of the Employee's supervisor.

### **19.05**

#### **Maternity Leave**

Pursuant to the provisions of the *Employment Standards Act*:

- a) A pregnant Employee who requests leave is entitled to up to seventeen (17) weeks of unpaid leave beginning no earlier than thirteen (13) weeks before the expected birth date and no later than the actual birth date.
- b) Maternity leave shall end no earlier than six (6) weeks after the actual birth date unless the Employee requests a shorter period and no later than seventeen (17) weeks after the leave begins.

- c) An Employee who requests leave after the birth of a child or the termination of a pregnancy is entitled to up to six (6) weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- d) An Employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or termination of the pregnancy, the Employee is unable to return to work when the leave ends under (a), (b) or (c) above.
- e) An Employee's request for maternity leave must:
  - i) be given in writing to the Employer;
  - ii) 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 the leave; and,
  - iii) 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 (d) above.
- f) If an employee on maternity leave proposes to return to work earlier than six (6) weeks after giving birth to the child, the Employer may require the employee to give the Employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

## 19.06

### Parental Leave

Pursuant to the provisions of the *Employment Standards Act*:

- a) An Employee who requests parental leave is entitled to:
  - i) for a parent who takes maternity leave under 19.05 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to forty-four (44) consecutive weeks of unpaid leave, beginning immediately after the end of the maternity leave unless the Employer and Employee agree otherwise;
  - ii) for a parent, other than an adopting parent, who does not take maternity leave under 19.05 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after that event;
  - iii) for an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave beginning within seventy-eight (78) weeks after the child or children are placed with the parent.
- b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the Employee is entitled to up to five (5) additional weeks of unpaid leave, beginning after the end of the leave taken under (a) above.

- c) An Employee's request for parental leave must:
  - i) be given in writing to the Employer;
  - ii) if the request is for leave under (a) above, be given to the Employer at least four (4) weeks before the Employee proposes to begin leave; and
  - iii) if required by the Employer, be accompanied by a medical practitioner's certificate or evidence of the Employee's entitlement to parental leave.
- d) An employee's combined entitlement to leave under Article 19.05 and Article 19.06 is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under Article 19.05 d) or Article 19.06 b).

### **19.07 Employer May Require Maternity Leave**

The Employer may require an Employee to commence a maternity leave under 19.05 if the Employee cannot reasonably perform the Employee duties because of the pregnancy and to continue the leave until the Employee provides a certificate from a medical practitioner stating that the Employee is able to reasonably perform their duties. The Employer acknowledges it has a duty to accommodate the Employee depending on the Employee's circumstances.

### **19.08 Duties of the Employer**

Pursuant to the provisions of the *Employment Standards Act*:

- a) The Employer must not, because of an Employee's pregnancy or parental leave, terminate employment or change a condition of employment without the Employee's written consent.
- b) As soon as the maternity or parental leave ends, the Employer must place the Employee in the position the Employee held before taking the maternity or parental leave.

### **19.09 Employment Deemed Continuous**

- a) The service of an Employee who is on maternity or parental leave is deemed continuous for the purpose of calculating seniority, annual vacation entitlement and any pension, medical or other plan referenced in this Agreement.
- b) The Employer must continue to make payments to these plans where the Employer pays the total cost of the plan or if the Employee chooses to continue to pay the Employee share of a jointly paid plan.
- c) The Employee is entitled to all increases in wages and benefits the Employee would have been entitled to had maternity or parental leave not been taken.
- d) Article 19.09 (a) does not apply if the Employee, without the Employer's consent, takes a longer leave than is allowed under Article 19.05 or 19.06.

### **19.10 Leave of Absence**

The Employer may grant a leave of absence without wages and benefits and without loss of seniority to a maximum of six (6) months to an Employee requesting such leave for good and sufficient cause. Such leave may be extended at the request of the Employee and with the agreement of the Parties.

Employees on a leave of absence shall pay both the Employer's and the Employee's portion of Union Dues, medical and other benefit premiums due under this Agreement.

### **19.11 Family Responsibility Leave**

The Employer shall grant paid leave up to a maximum of five (5) working days per calendar year for:

- a) The care, health or education needs of a child in the Employee's care;
- b) The care or health of any member of the Employee's immediate family.

These days shall be deducted from the health leave bank.

### **19.12 Jury Duty**

An Employee required to serve as a juror or obey a subpoena as a court witness shall be granted leave with wages and benefits. The Employee shall provide proof of the required service and shall pay to the Employer any fees received for the service.

## **ARTICLE 20 GENERAL CLAUSES**

### **20.01 Pay Days**

Employees shall be paid biweekly. If the regular pay day falls on a holiday, Employees shall be paid on the preceding working day.

### **20.02 Dirty Work**

An Employee shall be paid a premium in accordance with Schedule A for actual hours worked on dirty work. When dirty work is intermittent, payment of the premium shall be at the discretion of the supervisor on the job, who shall also determine the number of hours for which the premium shall be paid. Dirty work shall be paid for the following activities:

- a) Street sweeper;
- b) When working in ditches, or trenches where muddy conditions exist or when working when sewage is present);
- c) Road patching and crack sealing;
- d) Trackless sweeper;
- e) Exhuming and re-interring a body or exhuming a body;
- f) Any other conditions that the supervisor deems appropriate.

**20.03 Special Wearing Apparel**

All uniforms or articles of special wearing apparel required to be worn by Employees while on duty shall be supplied by the Employer free of cost to the Employee. Such apparel shall remain the property of the Employer.

**20.04 Municipal Pension Plan**

Every full time Employee shall participate in any pension plan to which the Employer is required to contribute.

Employees working less than full-time hours may participate in any pension plan to which the Employer is required to contribute if the Employee meets the eligibility requirements.

**20.05 Accommodation**

The Employer shall provide accommodation for Employees to have their meals and keep and change their clothes.

**20.06 Bulletin Boards**

The Employer shall provide bulletin boards which shall be placed so that all Employees will have access to them. The Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees on the bulletin boards.

**20.07 Job Related Liability Protection**

The Employer shall indemnify and save harmless an Employee from any and all liabilities, actions, damages, claims, losses, orders, fines, penalties, costs and expenses that may be brought against, or suffered or incurred by, the Employee in any way directly or indirectly arising from or in connection with the Employee carrying out the Employee's duties in accordance with the policies, procedures and requirements of the Employer. The exception to this is if the Employee has acted with gross negligence or willful misconduct.

If the Employee must retain legal counsel, the Employer shall be responsible for payment of resulting legal costs. The Employer shall have the right to approve the Employee's selection of legal counsel and to review and approve the legal counsel's accounts rendered for payment to ensure proposed fees and disbursements and accounts rendered for payments are reasonable. The Employer's approval shall not be unreasonably withheld.

**20.08 Personal Tool Insurance**

Where an Employee is required to have personal tools at the work site:

- a) The Employee shall provide the Employer with a list of tools on the work site. The Employer shall review and approve the list. The Employee shall notify the Employer immediately if they remove any tools on the approved list from the work site.

- b) The Employer shall insure the Employee's tools on the approved list while the tools are at the work site against fire, theft, and accidental loss provided that a list of tools has been delivered to and approved by the Employer prior to any loss.
- c) The Employer will not insure Employee's tools against theft if the loss has not been reported to the police for investigation.
- d) The Employee shall be eligible for reimbursement, in accordance with Schedule A, to replace any damaged or worn out tools or to upgrade tools to meet the Employer's needs. The Employee shall obtain approval from the Employer prior to the purchase of new tools.

## **20.09 First Aid Attendant Premium**

An Employee who has been appointed by the Employer to act as a First Aid Attendant shall be paid a premium in accordance with Schedule A for the whole shift on which so employed.

## **20.10 Job Training**

The parties agree that, where operational requirements present a need and opportunity for on the job training and where it is economical and efficient to undertake such training, the Employer will post the training opportunity.

To be eligible for the training opportunity, Employees must be currently working in the occupational group within which training is available. If there is space and funding available, Employees outside of the occupational group may also be eligible.

Where a training opportunity becomes available and more than one (1) employee indicates an interest in acquiring that training, the Employer will assess eligibility based on:

- i) qualifications;
- ii) skills;
- iii) ability;
- iv) knowledge;
- v) previously demonstrated initiative to acquire training, relative to the classification being trained for; and
- vi) where all else is equal, seniority shall prevail.

When Training is provided as a means for Employees to improve their qualifications in the event of a vacancy arising in the future, this shall not be used to circumvent the seniority or promotion provisions of the collective agreement.

Employees being displaced by the contracting out of the Employee's job shall be eligible for training opportunity.

**20.11****Union Notification**

The Union shall be notified in writing of all appointments, hirings, layoff, transfers, recalls and termination of employment.

**20.12****Union Label**

The Union shall be permitted to place label identifying Local 363 on the equipment owned by the Employer. The content and size of the label shall be approved by the Employer.

**20.13****Boot Allowance**

The Employer will provide, on an annual basis, a two hundred and fifty dollars (\$250.00) safety boot allowance to all full time employees who are required by the Employer to wear safety boots.

**ARTICLE 21****HEALTH AND WELFARE COVERAGE**

The following benefits will be provided to municipal employees:

**21.01****Group Life Insurance and Accidental Death and Dismemberment**

Group Life Insurance and Accidental Death and Dismemberment (AD&D) for each eligible employee to twice (2x) annual earnings and double indemnity for Accidental Death and Dismemberment. The premium for the Group Life and Accidental Death and Dismemberment Plan shall be shared equally by the Employer and the employee.

**21.02****Medical Services Plan**

Each eligible employee shall be enrolled in the Medical Service Plan at no cost to the employee.

**21.03****Extended Health Benefit**

Each eligible employee shall be enrolled in the Extended Health Plan at no cost to the employee.

**21.04****Dental Plan**

A dental plan will be provided based on the following general principles:

- a) Basic Dental Services (Plan "A") – Plan pays one hundred (100%) percent of approved schedule of fees;
- b) Prosthetics, Crowns and Bridges (Plan "B") – Plan pays sixty (60%) percent of approved schedule of fees.
- c) Orthodontics (Plan "C") – Plan pays fifty (50%) percent of approved schedule of fees to a maximum lifetime limit of three thousand five hundred (\$3,500) dollars.
- d) Premium costs for the Dental Plan shall be paid by the Employer.



## 21.05

### General Principles

- a) Participation in the aforementioned Plans shall be mandatory.
- b) Life, Accidental Death and Dismemberment, Short Term Disability, Extended Health and BC Medical Plan coverage commences on the date of completion of three (3) months continuous service, or when an employee becomes eligible to have ~~his/her~~ **their** name entered on the seniority list.
- c) Dental coverage commences on the date of completion of six (6) months continuous service.
- d) Coverage during layoff will be provided as follows:

In the event of layoff, full coverage excluding Weekly Indemnity will be continued for a period of two (2) months from date of layoff. An employee may also have the option of continuing Life, Accidental Death and Dismemberment, Extended Health and BC Medical Plan coverage for an additional four (4) months by paying the full cost of these specific benefits, and making the necessary arrangements with the Payroll Department.

- e) Coverage during leave of absence shall be provided as follows:  
An employee on **Workers' Compensation leave, or** an approved leave of absence may continue Life and Accidental Death and Dismemberment coverage ~~for up to one (1) year~~ provided the full cost of premiums are paid to the Employer.
- f) Eligible employees will be entitled to a Wellness Payment, paid to the employee on a bi-weekly basis.
- g) An employee who becomes eligible to receive Long Term Disability (LTD) benefit may opt to remain on the Employer's health and welfare benefit plan under Article 21 for up to two (2) years, following the end of their weekly indemnity claim.

The Employee must notify the Employer in writing at least thirty (30) days prior to the commencement of LTD if the Employee wishes to exercise the option of remaining on the Employer's benefit plan. The Employee must choose to remain on all benefits.

In order to remain on the benefit plan, the Employee must be qualified to receive and be in receipt of LTD benefits.

An Employee on LTD who has chosen to remain on the benefit plan may, before the expiry of two (2) years, opt out of the Employer's benefit plan by providing the Employer with thirty (30) days' written notice. The Employee must choose to opt out of all benefits.

An Employee on LTD who has chosen to remain on the plan shall be responsible for paying both the Employee's and the Employer's portion of all premiums payable under the health and welfare plan. If an Employee fails to pay a premium payment when it becomes due, the Employee will be given thirty (30) days to pay the arrears. If, after thirty (30) days the arrears have not been paid the Employee will be disqualified from remaining on the benefit plan and will not be permitted to re-join the plan.

This Article does not apply to Life and AD&D where an Employee on LTD remains enrolled and the premiums are waived. Nor does it apply to the Municipal Pension Plan where premiums are also waived.

The Employer shall arrange with the benefit carrier to back date, or go forward for two (2) years the above provisions to accommodate employees currently on LTD, provided that this is permitted by the benefit carrier.

The Health and Welfare Benefit Plan includes the Medical Services Plan.

- h) The Employer agrees to meet with the Union to discuss any changes in benefit policies prior to implementation.
- i) An employee who has applied to receive or who has been granted Workers' Compensation benefits will continue to be covered by all Health and Welfare benefits under Article 21.

## **ARTICLE 22 SALARIES AND WAGES**

### **22.01 Rates Set Out in Schedule "A"**

The Employer shall pay salaries and wages for the respective positions at the rates set out in Schedule "A" attached hereto and forming part of this Agreement.

## **ARTICLE 23 JOB SECURITY**

### **23.01 Contracting Out Work**

The parties recognize that the Employer has the right to contract out work, subject to the other provisions of the collective agreement. In the event the Employer wishes to examine the feasibility of contracting out work currently being done by bargaining unit employees, the parties agree to the following process:

- a) The Employer will provide the Union with an estimate of the cost of doing the work with bargaining unit employees.
- b) The Union may provide the Employer with any suggestions on productivity improvements, cost or efficiency savings within twenty (20) working days of receiving the estimated costs.

**23.02 No Loss of Employment**

Employees with ten (10) years of seniority or more will not lose their employment as a result of contracting out.

**23.03 Severance Pay**

Employees who are displaced as a result of contracting out and who have more than ten (10) years of seniority shall have the option of receiving severance pay at a rate of one (1) week's pay for each year of seniority to a maximum of ten (10) weeks upon severing the Employee's relationship with the Employer. The Employee shall have up to three (3) months from the date of displacement to exercise the Employee's option. Severance pay will be paid at the rate of the job the Employee was displaced from.

**ARTICLE 24 OCCUPATIONAL HEALTH AND SAFETY**

**24.01 Right to Refuse Unsafe Work**

Employees shall have the right to refuse unsafe work pursuant to the Occupational Health and Safety Regulation.

**ARTICLE 25 TECHNOLOGICAL CHANGE**

**25.01 Dispute Resolution**

During the term of this Agreement, any disputes arising in relation to adjustment to technological change shall be discussed between the Parties.

**25.02 Notice of Technological Change**

The Employer shall give to the Union in writing at least ninety (90) calendar days' notice of any intended technological change that:

- a) Affects the terms and conditions or security of employment of a significant number of Employees; and
- b) Significantly alters the basis upon which the Agreement was negotiated.

**25.03 Notice of Dispute**

The Union shall give notice to the Employer in writing within thirty (30) calendar days of receiving the technological change notice of any dispute the Union may have with the intended technological change.

**25.04 Meetings**

On receipt of a notice of dispute from the Union, the Parties shall meet within fifteen (15) working days to discuss the Employer's intended technological change.

**25.05 Referral to Arbitration**

If the dispute cannot be settled, either Party may refer the matter directly to arbitration pursuant to Article 12.

## **25.06**

### **Arbitration Board**

When a dispute between the Parties is referred to arbitration, the Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce, a technological change. If the Arbitration Board decides the Employer has introduced or intends to introduce a technological change, the Board:

- a) Shall inform the Minister of Labour of the Board's findings; and
- b) May then or later make one (1) or more of the following orders:
  - i) That the technological change be made in accordance with the terms of the Agreement unless the technological change alters significantly the basis upon which the Agreement was negotiated;
  - ii) That the Employer shall not proceed to implement the technological change for such period, not exceeding ninety (90) calendar days, as the Board considers appropriate;
  - iii) That the Employer reinstate any Employee displaced by reason of implementation of the technological change; or
  - iv) That the Employer pay to any Employee displaced by reason of implementation of the technological change such compensation for the displacement as the Board considers reasonable.

## **ARTICLE 26 GENERAL APPLICATION AND INTERPRETATION MATTERS**

### **26.01 Enactment**

As it affects this Agreement, enactment means an Act of the Legislature or a regulation of the Province of British Columbia.

### **26.02 Laws of British Columbia**

This Agreement is governed by, and is to be interpreted in accordance with, the law in force in British Columbia.

### **26.03 Time**

Time is of the essence in this Agreement.

### **26.04 Severance**

In the event any article of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction or an administrative tribunal, or in the event that any law passed by the Legislature of the Province applying to Employees covered by this Agreement, renders null and void any provisions of this Agreement, that Article shall be deemed to have been severed from this Agreement and the remainder of this Agreement shall remain in force and shall be unaffected by the severance. The Parties shall negotiate a provision to be substituted for the provisions so rendered null and void. Should such negotiations fail to achieve agreement the parties shall submit the matter to binding arbitration.

**ARTICLE 27 TERM OF AGREEMENT**


**27.01 Term of Agreement**

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after the first (1<sup>st</sup>) day of January 2019, and up to and including December 31<sup>st</sup>, 2023, and thereafter from year to year unless either party to the Agreement gives notice to commence collective bargaining in accordance with the Labour Relations Code. During the period of collective bargaining, this Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this            day of            , 2020.

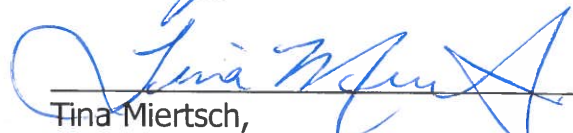
**ON BEHALF OF:**  
CITY OF REVELSTOKE

  
\_\_\_\_\_  
Dawn Low, Chief Administrative Officer


  
\_\_\_\_\_  
Laurie Donato, Director of Parks  
Recreation & Culture

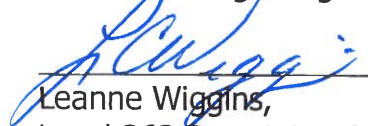
**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 363


  
\_\_\_\_\_  
Jesse Adam,  
President Local 363

  
\_\_\_\_\_  
Tina Miertsch,  
Local 363 Bargaining Committee Member

  
\_\_\_\_\_  
Steve Olsson,  
Local 363 Bargaining Committee Member

  
\_\_\_\_\_  
Joel Martin,  
Local 363 Bargaining Committee Member

  
\_\_\_\_\_  
Leanne Wiggins,  
Local 363 Bargaining Committee Member

  
\_\_\_\_\_  
Rachel Champagne,  
CUPE National Representative

**SCHEDULE "A"**  
**Hourly Salary Rates & Classifications**

Step 1 – 1<sup>st</sup> Year; Step 2 – 2<sup>nd</sup> Year; Step 3 – 3<sup>rd</sup> Year

CLASSIFICATION	STEP	JAN 1, 2018	JAN 1, 2019 2.5%	JAN 1, 2020 2.0%	JAN 1, 2021 2.0%	JAN 1, 2022 2.0%	JAN 1, 2023 2.0%
Programmer / Analyst		\$35.56	\$36.45	\$37.18	\$37.92	\$38.68	\$39.45
IT Summer Student			\$25.00	\$25.50	\$26.01	\$26.53	\$27.06
Assistant Administrative Clerk	1	\$24.41	\$25.02	\$25.52	\$26.03	\$26.55	\$27.08
Administrative Receptionist	2	\$26.21	\$26.87	\$27.41	\$27.96	\$28.52	\$29.09
	3	\$27.26	\$27.94	\$28.50	\$29.07	\$29.65	\$30.24
Administrative Clerk / Secretary							
Public Works Secretary	1	\$25.73	\$26.37	\$26.90	\$27.44	\$27.99	\$28.55
Engineering Clerk	2	\$27.61	\$28.30	\$28.87	\$29.45	\$30.04	\$30.64
Development Services Clerk	3	\$28.71	\$29.43	\$30.02	\$30.62	\$31.23	\$31.85
Facility Booking Registration Clerk							
Telecoms Operator / RCMP							
Finance Clerk I	1	\$25.73	\$26.37	\$26.90	\$27.44	\$27.99	\$28.55
	2	\$27.61	\$28.30	\$28.87	\$29.45	\$30.04	\$30.64
	3	\$28.71	\$29.43	\$30.02	\$30.62	\$31.23	\$31.85
Finance Clerk II	1	\$26.75	\$27.42	\$27.97	\$28.53	\$29.10	\$29.68
	2	\$28.75	\$29.47	\$30.06	\$30.66	\$31.27	\$31.90
	3	\$30.00	\$30.75	\$31.37	\$32.00	\$32.64	\$33.29
Finance Clerk III	1	\$30.50	\$31.26	\$31.89	\$32.53	\$33.18	\$33.84
Completion of first year of professional studies	2	\$32.77	\$33.59	\$34.26	\$34.95	\$35.65	\$36.36
Completion of designation	3	\$34.06	\$34.91	\$35.61	\$36.32	\$37.05	\$37.79
Planning Technician			\$34.92	\$35.62	\$36.33	\$37.06	\$37.80
Assistant Planner	1		\$35.88	\$36.60	\$37.33	\$38.08	\$38.84
	2		\$36.90	\$37.64	\$38.39	\$39.16	\$39.94
	3		\$37.93	\$38.69	\$39.46	\$40.25	\$41.06
Planner I			\$39.10	\$39.88	\$40.68	\$41.49	\$42.32
Planner II			\$44.14	\$45.02	\$45.92	\$46.84	\$47.78
Community Centre Receptionist (Part time / Weekend)		\$23.55	\$24.14	\$24.62	\$25.11	\$25.61	\$26.12

CLASSIFICATION	STEP	JAN 1, 2018	JAN 1, 2019 2.5%	JAN 1, 2020 2.0%	JAN 1, 2021 2.0%	JAN 1, 2022 2.0%	JAN 1, 2023 2.0%
Court Liaison & Exhibit Custodian		\$32.00	\$32.80	\$33.46	\$34.13	\$34.81	\$35.51
Parks & Recreation Programmer		\$30.17	\$30.92	\$31.54	\$32.17	\$32.81	\$33.47
Recreation & Facilities Programme Coordinator		\$34.06	\$34.91	\$35.61	\$36.32	\$37.05	\$37.79
Building Inspector / Bylaw Enforcement Officer		\$40.20	\$41.21	\$42.03	\$42.87	\$43.73	\$44.60
Senior Building Inspector / Bylaw Enforcement Officer		\$43.06	\$44.14	\$45.02	\$45.92	\$46.84	\$47.78
Bylaw Compliance Officer	1		\$30.14	\$30.74	\$31.35	\$31.98	\$32.62
	2		\$33.27	\$33.94	\$34.62	\$35.31	\$36.02
Arena Cashier		\$17.38	\$17.81	\$18.17	\$18.53	\$18.90	\$19.28
Arena Ice Patrol (Minimum Wage)			\$13.85	\$14.60	\$15.20	BC Minimum Wage	
Arena Ticket Seller (Minimum Wage)			\$13.85	\$14.60	\$15.20		
Arena Facilities Attendant L1		\$27.96	\$28.66	\$29.23	\$29.81	\$30.41	\$31.02
Arena Facilities Attendant L2		\$28.50	\$29.21	\$29.79	\$30.39	\$31.00	\$31.62
Parks / Arena Lead Hand		\$30.27	\$31.03	\$31.65	\$32.28	\$32.93	\$33.59
Cemetery Worker / RMP		\$27.96	\$28.66	\$29.23	\$29.81	\$30.41	\$31.02
Equipment Operator II		\$27.96	\$28.66	\$29.23	\$29.81	\$30.41	\$31.02
Gardener Helper		\$27.96	\$28.66	\$29.23	\$29.81	\$30.41	\$31.02
Grounds Maintenance Person I		\$27.96	\$28.66	\$29.23	\$29.81	\$30.41	\$31.02
Truck Driver (single axle)		\$27.96	\$28.66	\$29.23	\$29.81	\$30.41	\$31.02
Road Maintenance Person		\$27.96	\$28.66	\$29.23	\$29.81	\$30.41	\$31.02
Electrical Apprentice		\$27.96	\$28.66	\$29.23	\$29.81	\$30.41	\$31.02
Arborist / GMP II		\$28.64	\$29.36	\$29.95	\$30.55	\$31.16	\$31.78
Carpenter I		\$28.64	\$29.36	\$29.95	\$30.55	\$31.16	\$31.78
Equipment Operator III		\$28.64	\$29.36	\$29.95	\$30.55	\$31.16	\$31.78
Signage / Property Maintenance Person		\$28.64	\$29.36	\$29.95	\$30.55	\$31.16	\$31.78
Gardener		\$28.64	\$29.36	\$29.95	\$30.55	\$31.16	\$31.78
Grounds Maintenance Person II		\$28.64	\$29.36	\$29.95	\$30.55	\$31.16	\$31.78
Truck Driver (Tandem)		\$28.64	\$29.36	\$29.95	\$30.55	\$31.16	\$31.78
Hydro Vac Truck Operator		\$29.18	\$29.91	\$30.51	\$31.12	\$31.74	\$32.37
Refuse Disposal Operator		\$29.20	\$29.93	\$30.53	\$31.14	\$31.76	\$32.40
Equipment Operator IV		\$29.20	\$29.93	\$30.53	\$31.14	\$31.76	\$32.40

<b>CLASSIFICATION</b>	<b>STEP</b>	<b>JAN 1, 2018</b>	<b>JAN 1, 2019 2.5%</b>	<b>JAN 1, 2020 2.0%</b>	<b>JAN 1, 2021 2.0%</b>	<b>JAN 1, 2022 2.0%</b>	<b>JAN 1, 2023 2.0%</b>
Equipment Operator V		\$30.89	\$31.66	\$32.29	\$32.94	\$33.60	\$34.27
Equipment Maintenance Person		\$30.89	\$31.66	\$32.29	\$32.94	\$33.60	\$34.27
CADD Operator		\$32.20	\$33.01	\$33.67	\$34.34	\$35.03	\$35.73
Information Systems Technician		\$32.51	\$33.32	\$33.99	\$34.67	\$35.36	\$36.07
GIS Technician		\$35.56	\$36.45	\$37.18	\$37.92	\$38.68	\$39.45
GIS & Asset Management Technician		\$36.64	\$37.56	\$38.31	\$39.08	\$39.86	\$40.66
Utility Electrician - SCADA Technician			\$38.67	\$39.44	\$40.23	\$41.03	\$41.85
Electrician - DDS Technician			\$38.67	\$39.44	\$40.23	\$41.03	\$41.85
Carpenter Foreman		\$34.78	\$35.65	\$36.36	\$37.09	\$37.83	\$38.59
Parks & Arena Foreman		\$34.78	\$35.65	\$36.36	\$37.09	\$37.83	\$38.59
Road Foreman		\$34.78	\$35.65	\$36.36	\$37.09	\$37.83	\$38.59
Utility Foreman		\$34.78	\$35.65	\$36.36	\$37.09	\$37.83	\$38.59
Electrician Foreman		\$34.78	\$35.65	\$36.36	\$37.09	\$37.83	\$38.59
Engineering Technician III		\$38.15	\$39.10	\$39.88	\$40.68	\$41.49	\$42.32
Engineering Technician II		\$35.56	\$36.45	\$37.18	\$37.92	\$38.68	\$39.45
Engineering Technician I		\$32.20	\$33.01	\$33.67	\$34.34	\$35.03	\$35.73
Climate Change Coordinator			\$37.56	\$38.31	\$39.08	\$39.86	\$40.66



**SCHEDULE "A"**  
**Trades Schedule**

<b>CLASSIFICATION</b>	<b>STEP</b>	<b>JAN 1, 2018</b>	<b>JAN 1, 2019 2.5%</b>	<b>JAN 1, 2020 2.0%</b>	<b>JAN 1, 2021 2.0%</b>	<b>JAN 1, 2022 2.0%</b>	<b>JAN 1, 2023 2.0%</b>
Carpenter II		\$32.80	\$33.62	\$34.29	\$34.98	\$35.68	\$36.39
Maintenance Service Technician		\$32.80	\$33.62	\$34.29	\$34.98	\$35.68	\$36.39
Electrician		\$32.91	\$33.73	\$34.40	\$35.09	\$35.79	\$36.51
HVAC Technician		\$32.91	\$33.73	\$34.40	\$35.09	\$35.79	\$36.51
Journeyman Mechanic		\$34.87	\$35.74	\$36.45	\$37.18	\$37.92	\$38.68
Mehanic Lead Hand (Mechanic Rate + \$0.70)		\$35.57	\$36.44	\$37.15	\$37.88	\$38.62	\$39.38
Welder		\$34.87	\$35.74	\$36.45	\$37.18	\$37.92	\$38.68
Mechanic w/o trade		\$33.49	\$34.33	\$35.02	\$35.72	\$36.43	\$37.16
Building Maintenance Supervisor		\$38.77	\$39.74	\$40.53	\$41.34	\$42.17	\$43.01
Utilities Operations Supervisor		\$38.77	\$39.74	\$40.53	\$41.34	\$42.17	\$43.01
<b>Utility Operators</b>							
Entry Level Certification	0		\$29.68	\$30.27	\$30.88	\$31.50	\$32.13
Level I	1		\$30.57	\$31.18	\$31.80	\$32.44	\$33.09
Level II	2		\$31.67	\$32.30	\$32.95	\$33.61	\$34.28

**SCHEDULE "A"**  
**Aquatic Centre Schedule**

CLASSIFICATION	STEP	JAN 1, 2018	JAN 1, 2019	JAN 1, 2020	JAN 1, 2021	JAN 1, 2022	JAN 1, 2023
			2.5%	2.0%	2.0%	2.0%	2.0%
Pool Supervisor		\$33.25	\$34.08	\$34.76	\$35.46	\$36.17	\$36.89
Assistant Pool Supervisor		\$26.66	\$27.33	\$27.88	\$28.44	\$29.01	\$29.59
Head Guard / Instructor		\$26.05	\$26.70	\$27.23	\$27.77	\$28.33	\$28.90
Lifeguard		\$20.21	\$20.72	\$21.13	\$21.55	\$21.98	\$22.42
Lifeguard Instructor		\$24.60	\$25.22	\$25.72	\$26.23	\$26.75	\$27.29
<b>Early Childhood Education Staff</b>							
ECE Supervisor		\$24.10	\$24.70	\$25.19	\$25.69	\$26.20	\$26.72
ECE Assistant	1	\$19.79	\$20.28	\$20.69	\$21.10	\$21.52	\$21.95
	2	\$21.59	\$22.13	\$22.57	\$23.02	\$23.48	\$23.95
	3	\$23.39	\$23.97	\$24.45	\$24.94	\$25.44	\$25.95
ECE Helper	1	\$14.39	\$14.75	\$15.05	\$15.35	\$15.66	\$15.97
	2	\$15.10	\$15.48	\$15.79	\$16.11	\$16.43	\$16.76
	3	\$15.84	\$16.24	\$16.56	\$16.89	\$17.23	\$17.57

**Other Compensation Schedule**

DESCRIPTION		JAN 1, 2018	JAN 1, 2019	JAN 1, 2020	JAN 1, 2021	JAN 1, 2022	JAN 1, 2023
			2.5%	2.0%	2.0%	2.0%	2.0%
Payment in Lieu of Benefits		14%	14%	14%	14%	14%	14%
Dirty Pay	per hour	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Exhumation of a Body	per event	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Tool Allowance	per year	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Boot Allowance	per year	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Overtime Meal Allowance	per ticket	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Shift Premium	per hour	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
First Aid Premium	per hour	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25

## **LETTER OF UNDERSTANDING #1**

BETWEEN  
THE CITY OF REVELSTOKE  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 363

### **RE: CUPE Long Term Disability Plan**

The parties, hereto, agree to the following:

- 1) Employees who were off work due to sickness or accident on the last day of coverage under the former OMMLRA Long Term Disability Plan will continue to be entitled to benefit payments under the terms of the OMMLRA Plan as long as they remain eligible under the terms and conditions of that Plan.
- 2) The Employer agrees to advise the Union of employees on extended sick leave, and who may be expected to make claims for Long Term Disability insurance income, no later than the end of the fourth (4<sup>th</sup>) month in which said employees are on Weekly Indemnity. The Employer agrees to provide the Union with the employee's rate of pay on the last day of work prior to illness, date of illness, current address, classification and marital status.
- 3) The Employer agrees to the check-off of premiums from all employees who shall be required to join as a condition of employment unless the Employer is otherwise notified by the Union.
- 4) The Employer agrees to remit LTD premiums to the Union. Payroll deductions will be made on a bi-weekly basis from all eligible employees and shall be forwarded to the Union not later than the fifteenth (15<sup>th</sup>) day of the following month with a list of names of all employees from whom deductions have been made. The premium deductions must be calculated as a percentage of an employee's salary (pay) or a flat amount per employee. Changes to the amounts to be deducted must be submitted by the Union to the Employer no later than thirty (30) days in advance of the effective date of such changes.
- 5) The Union agrees to administer the CUPE plan and to handle LTD claims and other business arising with employees having LTD coverage.

- 6) With the exception of the expressed terms of this Letter of Understanding, the Union agreed that the Employer will not be held liable for Long Term Disability protection for employees.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**ON BEHALF OF:**  
CITY OF REVELSTOKE



\_\_\_\_\_  
Dawn Low, Chief Administrative Officer

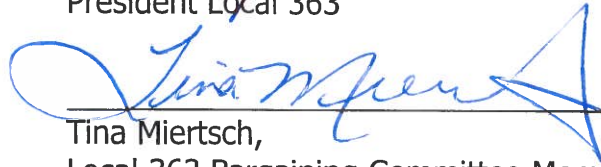


\_\_\_\_\_  
Laurie Donato, Director of Parks  
Recreation & Culture

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 363



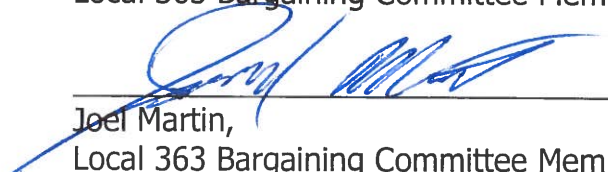
\_\_\_\_\_  
Jesse Adam,  
President Local 363



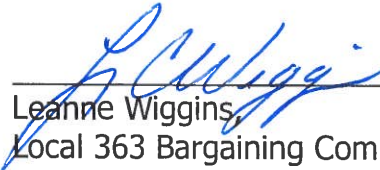
\_\_\_\_\_  
Tina Miertsch,  
Local 363 Bargaining Committee Member



\_\_\_\_\_  
Steve Olsson,  
Local 363 Bargaining Committee Member



\_\_\_\_\_  
Joel Martin,  
Local 363 Bargaining Committee Member



\_\_\_\_\_  
Leanne Wiggins,  
Local 363 Bargaining Committee Member



\_\_\_\_\_  
Rachel Champagne,  
CUPE National Representative