

SOURCE	Union	
EFF.	99	01 01
TERM.	99	12 31
No. OF EMPLOYEES	110	
NOMBRE D'EMPLOYÉS	df	

COLLECTIVE AGREEMENT

between

CITY OF TERRACE

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2012

January 1, 1999 - December 31, 1999

07372(07)

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AGREEMENT BETWEEN:

**THE CITY OF TERRACE
(hereinafter called the "City")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2012
(hereinafter called the "Union")**

The object to this Agreement is to:

- (1) Promote continuing harmonious relations, co-operation and understanding between the City and its employees, with a view to exercising the terms of this Agreement in a fair and reasonable manner.**
- (2) Provide for conditions of employment, hours of work and rates of pay.**
- (3) Provide for the prompt, fair and peaceful settlement of disputes or grievances.**
- (4) Encourage efficiency in operations.**

ARTICLE 1 DEFINITIONS

1.01 Approved Absence

Approved absence shall be: Any absence authorized under the terms of this contract and shall include service with Armed Forces during a national emergency; leave to run for or serve in any Public or Union Office, provided that thirty (30) days' notice shall be given prior to the employee's return to work after such service.

1.02 Callout

"Callout" is that occasion when an employee is required by the City to return to work for the City outside of the hours of their normal working shift in order to perform work for the City.

1.03 Chargehand

"Chargehand" shall mean an employee who is designated by a Supervisor to supervise the work of employees in an assigned group of not more than six (6) co-employees, for the duration of a particular assignment.

1.04 Continuous Service

“Continuous Service” shall mean a period of employment with the City which is uninterrupted, except by an approved absence.

1.05 Employee

“Employee” shall have the same meaning as defined in the Industrial Relations Act of British Columbia.

1.06 Regular Full-time Employee

“Regular Full-time Employee” shall mean an employee who has successfully completed a probation period of sixty-five (65) days of work, within any consecutive six (6) month period, in a position covered by this Agreement and is employed full-time.

1.07 Regular Part-time Employee

“Regular Part-time Employee” shall mean an employee who has successfully completed a probation period of sixty-five (65) days of work, within any consecutive six (6) month period, in a position covered by this Agreement and is employed sixty (60) or more hours over a four (4) week period.

1.08 Temporary Employee

“Temporary Employee” shall mean an employee whose anticipated length of employment shall not exceed three (3) calendar months. This may include full-time and part-time employees.

1.09 Casual Employee

“Casual Employee” shall mean an employee hired on a day-to-day basis who works less than sixty (60) hours every four (4) weeks.

1.10 Student Employee

A Student Employee shall mean a student hired on a part-time or full-time basis between May 1st and the Friday immediately before Labour Day. A student is defined as a person who intends to continue their education on a full-time basis in September. The City shall advise the student, at the time of appointment, of the anticipated date of termination. Notwithstanding Article 21, notice of layoff is not required.

A Student Employee shall receive the benefits accorded a temporary employee. When the appointee is already on staff they shall continue to enjoy those benefits to which they were entitled with the exception of seniority accumulation and retention and that there is no requirement for notice of layoff.

Student employees shall not be appointed or retained when regular employees on layoff are capable (qualified) to perform the work.

1.11 Layoff

A "Layoff" is defined as the reduction of a regular employee's regular hours of work or a reduction in the work force, but does not include the splitting of a job by mutual agreement between the City and the Union, so as to create two jobs.

1.12 Overtime

"Overtime" shall mean any hours worked in excess of those defined in Article 9.

1.13 Overtime Credits

Each overtime credit shall equal one (1) hour's time or value therefor at the employee's regular base rate.

1.14 Personal Harassment

Personal harassment shall be defined as repeated, intentional, offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation.

1.15 Probation

"Probation" shall mean the period of time between the date of commencement of employment and the date on which seniority is granted.

1.16 Definitions - Seniority

"Seniority" shall mean the accumulated lengths of time specified in Articles 7.02, 7.08 and 14.04 and does not include service as an excluded employee.

1.17 Sexual Harassment

"Sexual Harassment" shall be defined as any sexually oriented practice that undermines the health or job performance of any person employed by the City, or endangers their employment status or potential.

1.18 Singular/Masculine

Whenever the “singular” or “masculine” is used herein, the same shall be construed as meaning the “plural”, “feminine” or “body corporate” where the context of the parties hereto requires.

1.19 Sunday Equivalent

“Sunday equivalent” shall mean the second (2nd) day of a regularly scheduled two (2) day rest period and the second (2nd) and fourth (4th) days of a regularly scheduled four (4) day rest period of an employee whose work week differs from a normal calendar week.

1.20 Technological Change

- (a) the introduction by the City of a change in its work, undertaking or business, or a change in its equipment or material from the equipment or material previously used by the City in its work, undertaking or business; or
- (b) a change in the manner the City carries on its work, undertaking or business related to the introduction of that equipment or material.

1.21 Week

“Week” shall mean a period between “midnight” on Saturday night and “midnight” on the succeeding Saturday night.

1.22 Spouse

A person with whom the employee has a marital, common-law heterosexual, or lesbian/gay relationship.

This definition shall determine all other familial relationships referred to in this agreement, including, but not restricted to, “child,” which shall include the employee’s partner’s child, and the definition of “in-law,” which shall include equivalent relationships flowing from common-law or lesbian/gay-partner relationships.

ARTICLE 2 MANAGEMENT'S RIGHTS

2.01 Management's Rights

The Union recognizes the right of the City to manage the affairs of its business and direct its working forces subject to the terms of this Agreement. Such right includes but is not limited to the following:

(1) hire (2) assign work (3) grant regular status (4) suspend or discharge for just cause (5) promote (6) demote (7) discipline for just cause (8) lay off (9) transfer (10) reinstate (11) assess an employee's skills, competence, efficiency and qualifications (12) develop and administer tests to assist in the adjudication of an employee's skills, competence, efficiency and qualifications.

The Parties agree that the addition of (12) does not confer any new rights to the City and does not diminish the right of the Union to grieve testing.

ARTICLE 3 DISCRIMINATION

3.01 No Discrimination

The City and the Union agree that there shall be no discrimination or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex or marital status, employee place of residence, nor by reason of his membership or activity in the Union.

3.02 Access to Personnel File

An employee shall have access to their personnel file. Review of personnel files shall be scheduled with and in the presence of the Clerk-Administrator or his designate. An employee shall receive copies of all documents placed in their personnel file on behalf of the City.

3.03 Sexual Harassment

Cases of sexual harassment shall be considered as discrimination and are eligible to be processed as a grievance. In cases of sexual harassment, an Arbitration Board shall have the power to transfer, discipline or to levy a financial penalty against the harasser and the City. In cases where sexual harassment may result in the transfer of the person, it shall be the harasser who is transferred and the victim shall not be transferred against their will.

3.04 Personal Harassment

Cases of personal harassment shall be considered as discrimination and are eligible to be processed as a grievance.

ARTICLE 4 UNION RECOGNITION

4.01 Union Recognition

The City recognizes the Canadian Union of Public Employees, Local 2012, as the collective bargaining agent for all employees of the City for whom the Union has been certified as bargaining agent under the Industrial Relations Act of British Columbia.

4.02 Union Activities

The administration of union duties, by an employee, such as typing, photocopying, mailing and attending meetings shall not be carried out during working hours, except as provided in Article 26.

4.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the City which may conflict with the terms of this Agreement.

4.04 Bargaining Unit Work

Employees of the City whose jobs are not in the bargaining unit shall not work on any jobs which are included in the 'bargaining unit, except in cases mutually agreed upon by the City and the Union and in emergency and training programmes.

4.05 Job Creation Programmes

The City, by special written agreement with the Union, may enter into a contract with either the Provincial or Federal government to participate in job creation programmes. No project shall commence until said contract is ratified by both parties. Said written agreement with the Union shall deal with:

- (1) Job tasks
- (2) Rates of pay
- (3) Hours of work
- (4) Employee benefits
- (5) Equipment and transportation
- (6) Supervision
- (7) Union membership
- (8) Seniority

4.06 Picket Line

Pursuant to the Industrial Relations Act of British Columbia, an employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of labour disputes.

4.07 Union to Notify City

Immediately after the election of Executive Officers, Shop Stewards and committee members, the Union shall notify the City in writing of the persons filling the positions.

ARTICLE 5 UNION MEMBERSHIP

5.01 Union Membership

All employees covered by this Agreement shall become and remain a member of the Union as a condition of employment within fifteen (15) calendar days of the date of hiring.

5.02 Union Dues Deduction

Starting with the second pay period after the date of hire, the City shall commence deducting from the wages' or salary of the employee, initiation fees, dues or assessments levied in the amount specified by the Union, and shall forward such monies to the Secretary-Treasurer of the Union before the fifteenth (15th) day of the following month, accompanied by a list of employees from whom the deductions were made.

5.03 City to Advise New Employees

The City agrees to advise new employees of the existence of this Union Agreement, the conditions of employment, safety rules and all benefit plans.

5.04 City to Introduce New Employees to Union Steward

The new employee's immediate supervisor shall introduce the employee to his Union Steward or representative, as soon as possible after he commences employment.

5.05 Union Dues (T-4 Slips)

The City shall cause to be shown on each employee's income tax T-4 slip the amount of the Union dues paid by the employee for the calendar year for which the T-4 slip is issued.

ARTICLE 6 LABOUR/MANAGEMENT COMMITTEE

6.01 Composition of Committee

The Labour/Management Committee shall consist of three (3) members of Management, three (3) members of CUPE Local 2012, and shall function within the limitations of the terms of reference mutually agreed between the City and the Union.

6.02 Terms of Reference

The membership of the Labour/Management Committee shall collectively set its own terms of reference subject to ratification by the City and by the membership of the Union.

6.03 Meetings of Committee

The Committee shall meet no less than once each month on a regular basis, and a permanent item on the agenda shall be contracting out.

6.04 Minutes Of Meetings

The minutes of the Labour/Management Committee meetings shall be signed by a representative of each participating party and shall be posted on all employee bulletin boards.

6.05 Recommendations of Committee

The Labour/Management Committee findings may be recommended to the Union and the City for ratification.

ARTICLE 7 SENIORITY

7.01 Bargaining Unit Seniority

Seniority shall operate on a bargaining unit-wide basis and shall apply in cases of promotion, demotion, transfer, layoff, bumping and rehiring, as the deciding factor when the skills, competence, efficiency and qualifications of the employees concerned are equal.

7.02 Seniority Date

An employee shall not achieve seniority until they have completed a probationary period at which time seniority shall date back to the date of hiring.

For purposes of determining seniority accumulation, an employee who was previously employed shall have those hours worked added to their accumulation, provided the periods of employment are consistent with Articles 7.04 and 7.05.

Upon satisfactory completion of a period of employment as a casual and/or temporary employee, such an employee shall be considered laid off unless the employee has self-terminated.

7.03 Regular Part-time Employee

A regular part-time and casual recreation employee shall accumulate seniority on the basis of actual hours worked converted to equivalent working days, based on the regular full-time hours for that classification.

7.04 Retention of Seniority

- (.1) An employee who is laid off after less than one (1) year of service shall retain their earned seniority for a period of six (6) months, or the length of their service, whichever is greater.
- (.2) An employee who is laid off after one (1) year of service shall retain seniority for a period of one (1) year.
- (.3) Seniority shall not accumulate during a period of layoff.

7.05 Loss of Seniority

An employee shall lose their seniority for any of the following reasons:

- (.1) Upon voluntarily leaving the service of the City;
- (.2) When discharged for just cause;
- (.3) When continuously laid off for a period exceeding the time factors as provided in Article 7.04.

7.06 Promotion to Management

An employee who is promoted by the City to a management position and at a later date ceases to function in that position may be reinstated to their former position within the bargaining unit without loss of seniority. Reinstatement must occur within two (2) weeks from the expiration of the probationary period applied to the position.

7.07 Seniority List

The City shall maintain regular employee and casual recreation employee seniority lists showing the date upon which each employee's service commenced, and the accumulated seniority since that date, with each list sorted in the order of accumulated seniority. There shall be one seniority list for regular employees and one for casual employees in the recreation department. An employee on the casual seniority list shall not have preference over one on the

regular employee seniority list.

An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in April and October of each year.

7.08 Seniority Accumulation

Seniority shall continue to accumulate while an employee is:

- (.1) in receipt of wages, on vacation or paid leave;
- (.2) absent due to illness or accident for up to eighteen (18) consecutive months;
- (.3) absent for up to five (5) consecutive days unpaid personal leave;
- (.4) on union duty leave except seniority shall not accumulate when an employee is granted leave for full-time union duties.
- (.5) on maternity leave as provided in Article 14.04 (.1).
- (.6) on parental leave as provided in Article 14.11.

In all other circumstances, accumulated seniority shall be retained and shall be subject to Article 7.05.

ARTICLE 8 PROBATION

8.01 Probation

A new employee shall be on probation for sixty-five (65) days of work, within any consecutive six (6) month period, from the date of hiring. By mutual agreement between the City and the Union, an employee's probation period may be extended for up to thirty (30) additional days of work and, if necessary, the six (6) month period shall be waived.

8.02 Notification of Status

At least one (1) week prior to the completion of a probation period, the City shall notify the person in writing of termination or granting of seniority, as the case may be.

8.03 Training Period

An employee who is promoted, demoted (employee requested), or transferred to another position shall be a trainee with respect to the new position for a period of sixty-five (65) working days. Failure to satisfactorily complete the training period shall result in reinstatement to their former position.

By mutual agreement between the City and the Union, an employee's training period may be extended for up to thirty (30) additional days of work.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, or to another position with no loss in pay and which is mutually agreeable between the City and the employee.

At any time during the training period, an employee may request, in writing, to be returned to his former position. The City shall consider the request, and if the employee's concerns cannot be overcome, the City shall concur with the request.

ARTICLE 9 HOURS OF WORK

9.01 Hours of Work

The regular work week and work day shall be as follows:

(.1) **Schedule A Employees (Normal Operation)**

Eight (8) hours per day between the hours of 8:00 a.m. and 4:30 p.m., exclusive of a one-half ($\frac{1}{2}$) hour meal period, Monday to Friday inclusive.

(.2) **Schedule A Employees (Shift Work)**

Eight (8) consecutive hours within a twenty-four (24) hour period, including a one-half ($\frac{1}{2}$) hour meal period for forty (40) working hours per week between 12:00 midnight Saturday and 12:00 midnight the following Saturday. There shall be a minimum of eight (8) hours between shifts.

(.3) **Schedule B Employees (Normal Operation)**

Seven (7) hours per day between the hours of 8:00 a.m. and 5:00 p.m., exclusive of a one (1) hour meal period, Monday to Friday inclusive.

(.4) **R.C.M.P. Secretary**

Seven (7) consecutive hours per day between the hours of 8:00 a.m. and 5:00 p.m., exclusive of a one (1) hour meal period, for five (5) consecutive days from Monday to Saturday inclusive. (Effective April 1, 1990)

A Secretary hired prior to April 1, 1990 shall be scheduled to work from Monday to Friday unless such employee waives, in writing, this right.

(.5) Shifts

Day Shift shall mean eight (8) working hours commencing at 8:00 a.m. daily.

Afternoon Shift shall mean eight (8) working hours commencing at 4:00 p.m. daily.

Night Shift shall mean eight (8) working hours commencing at 12:00 midnight daily.

Early Morning Shift shall mean eight (8) working hours commencing at 5:00 a.m. for street sweeping and winter road maintenance and asphalt patching.

(.6) R.C.M.P. Guards and Matrons

The normal work shift shall consist of twelve (12) hours, inclusive of meal breaks, (which are to be taken at the worksite), for four (4) consecutive days, followed by four (4) days of rest so as to average forty-two (42) working hours per week. An employee shall work two (2) day shifts followed by two (2) night shifts. Shift premiums apply as appropriate.

(.7) A r e n a

When the ice is in the Arena, persons employed for ice maintenance may be scheduled to work ten (10) hours, inclusive of meal breaks (which are to be taken at the worksite), as follows:

5:30 a.m. to 3:30 p.m.

or

3:30 p.m. to 1:30 a.m.

An employee shall work four (4) such consecutive shifts followed by three (3) days of rest so as to average forty (40) hours of work per week. Shift premiums apply as appropriate.

(.8) Aquatic Centre Employees

Regular part-time and full-time employees working at the Aquatic Centre may have their shifts commence at times other than specified in Article 9.01(.5). Aquatic Centre employees working such shifts shall be paid appropriate shift premiums.

(.9) Schedule A and B Employees

By mutual agreement between an employee and their Department Head, an employee may have their regular starting hours of work scheduled for:

7:30 a.m. or
8:00 a.m. or
8:30 a.m. or
9:00 a.m.

9.02 Mechanics Shifts

By mutual agreement between the City and a Mechanic, a shift may commence at 10:00 a.m. and end at 6:30 p.m. By mutual agreement between the City and the Union, other hours may be worked. Shift premiums shall apply as appropriate.

9.03 Summer Hours

By mutual agreement, the hours in Article 9.01 may be advanced up to two (2) hours for the months of June, July, August and September.

9.04 Notice of Shift Change

The City shall have the right to change an employee's shift, provided that the employee is given twenty-four (24) hours' notice of such change and provided there is a minimum break of twelve (12) hours between the end of one shift and the start of the next. Failure to provide the required notice and/or break shall result in overtime rates of pay for the subsequent shift.

9.05 Notice to Terminate Shift

Notwithstanding Article 9.04, sweeper and snow removal crews may have their shifts terminated with four (4) hours' notice. This does not apply to terminating their regular day shift.

9.06 Place to Commence Shifts

Shifts shall commence and end at the appropriate City facility.

9.07 Reporting Pay Guarantee

An employee reporting for work on their regular shift shall be paid their regular rate of pay for all hours worked with a minimum of two (2) hours' pay if they do not commence work and a minimum of four (4) hours' pay if they commence work, except a high school or college student up to the age of twenty-five (25) reporting for work on a school or college day shall be paid a minimum of two (2) hours' pay if they commence work.

9.08 Rest Periods

Ten (10) minute rest periods shall be taken on the job site during each shift. The timing of the rest periods shall be determined by the job supervisor. The first to be approximately two (2) hours after the start of the shift and subsequent breaks shall be approximately every two (2) hours thereafter unless the break falls on a lunch break.

9.09 Flexible Working Hours

The Aquatic Foreman, the Recreation Programme Coordinator, and the Recreation Programmer shall be permitted flexible working hours, as may be mutually agreed upon by the employee and Department Head.

ARTICLE 10 OVERTIME

10.01 Overtime Credits

Overtime credits shall be accumulated for all hours worked in excess of those defined in Article 9.01. Overtime credits shall accumulate in one-half ($\frac{1}{2}$) hour increments.

10.02 (.1) Overtime Calculation

Overtime hours worked during any one twenty-four (24) hour period commencing with the regular shift, or overtime hours worked in excess of the hours specified in Article 9 for the regular work week shall accumulate overtime credits at one and one-half ($1\frac{1}{2}$) times the employee's basic hourly rate for the first three (3) hours and double the employee's basic hourly rate thereafter. Employees required to work overtime beyond their regular shift shall be given a paid fifteen (15) minute rest period at the end of the overtime shift. When the length of the overtime is anticipated to be more than two (2) hours a paid fifteen (15) minute rest period may be taken prior to the commencement of the overtime.

(.2) An employee shall not be eligible for overtime credits if, by mutual agreement between the employee and their supervisor, the employee works beyond the normal end of shift to complete their full regular hours for that day.

10.03 Overtime on Sunday or General Holiday

Overtime hours worked on a Sunday, Sunday equivalent or General Holiday shall accumulate overtime credits at double the employee's basic hourly rate. All overtime hours worked in an overtime shift commencing on a Sunday, Sunday equivalent or General Holiday shall accumulate credits at double the employee's basic hourly rate.

10.04 Meal Breaks

- (.1) Each employee shall be permitted a one-half (½) hour break for meal consumption for every five (5) hours worked. To qualify for the second (2nd) and subsequent meal breaks, an employee must work in excess of each five (5) hours.
- (.2) For the second (2nd) and subsequent meal breaks, the time shall be paid, and a twelve dollar (\$12.00) meal ticket shall be provided at City expense for those employees not on a regularly scheduled ten (10) or twelve (12) hour shifts. Payment in lieu of taking a meal is subject to approval of the Department Head.

10.05 Overtime Voluntary

Overtime, standby and callback time shall be divided among employees who are willing and qualified to perform the available work. Overtime and standby shall be on a voluntary basis.

10.06 Banking of Overtime

Overtime credits shall, at the discretion of the employee, be paid in cash or, subject to Article 12.05, be taken as time off with pay, as one (1) hour's pay for each overtime credit accumulated. Overtime credits, up to forty (40) hours may be carried over for use in the next calendar year. Overtime credits over forty (40) hours may be accumulated for future use subject to approval by the Department Head. Overtime credits may be paid out at anytime at the discretion of the employee.

ARTICLE 11 EMERGENCY SERVICES

11.01 Standby Provision

- (.1) An employee who is required to be available on call (standby) for any emergency which may arise shall receive two (2) overtime credits for each eight (8) hours of standby time, with a minimum of an eight (8) hour block of standby time.
- (.2) An employee who is required to work during a standby period shall receive overtime credits as per Article 10 for all hours worked. "Call out" time shall not be less than two (2) hours, The employee shall not accumulate further overtime credits during the paid minimum of two (2) hours.

11.02 Callout

An employee called out who is not on standby, shall accumulate overtime credits for all hours worked, with a minimum of three (3) hours and shall not accumulate further overtime credits during the paid minimum of three (3) hours.

ARTICLE 12 ANNUAL VACATIONS

12.01 Accrual Period

For the purpose of Article 12, vacation entitlement shall be based on the number of months an employee was actively at work in the previous calendar year. An employee not actively at work but still continuing to accumulate seniority under Article 7.08 will be considered actively at work for the purposes of calculating vacation entitlement under this Article. Time worked in a calendar year shall count as a year worked for vacation entitlement in Article 12.03.

12.02 Less than Year of Service

An employee who self-terminates their service with the City or is discharged for just cause before their first anniversary date shall be granted four percent (4%) vacation pay.

12.03 Vacation Entitlement

Entitlement shall be:

- (.1) In the first (1st) part calendar year of service and in the four (4) continuous calendar years succeeding the first part year, vacations shall be granted on the basis of one and one-quarter (1 ¼) days per month, up to a maximum of fifteen (15) working days.
- (.2) In the sixth (6th) calendar year and up to and including the thirteenth (13th) calendar year of continuous service, twenty (20) working days shall be granted.
- (.3) In the fourteenth (14th) calendar year up to and including the nineteenth (19th) calendar year of continuous service, twenty-five (25) working days shall be granted.
- (.4) In the twentieth (20th) calendar year and up to the twenty-fourth (24th) calendar year of continuous service, thirty (30) working days shall be granted.
- (.5) In the twenty-fifth (25th) calendar year and thereafter, one (1) additional working day per additional calendar year of service.

12.04 Vacation Pay

Vacation pay shall be paid at the employee's regular rate of pay, at the time the vacation is taken, or at a percentage of his gross pay for the previous whole or part calendar year, whichever is greater.

Vacation entitlement up to and including fifteen (15) days - Six percent (6%)

Vacation entitlement of twenty (20) days - Eight percent (8%)

Vacation entitlement of twenty-five (25) days - Ten percent (10%)

Vacation entitlement of thirty (30) days - Twelve percent (12%)

Plus an additional zero point four percent (0.4%) for each additional day of vacation entitlement.

12.05 Scheduling Vacation

Vacations and/or overtime credits' time shall be taken at a time which shall be subject to the approval of the Department Head concerned; seniority shall be the basis on which the decision shall be reached for the first (1st) priority choice, if the vacation period of two (2) or more employees within the same department conflicts.

12.06 Minimum Annual Vacation

An employee may receive vacation pay in lieu of vacation time when through extenuating circumstances they are unable to take their vacation.

Pay in lieu of vacation shall not be granted for the first ten (10) working days of entitlement and for the first fifteen (15) working days of entitlement for an employee in their sixth (6th) calendar year of service or more, except upon termination of service and subject to Article 12.02.

12.07 Vacation Carry Over

Vacation entitlement may not be carried over into any subsequent years, except by special arrangement with the Department Head concerned.

12.08 Minimum Consecutive Vacation Period

A minimum of five (5) working days' vacation must be taken at any one time except where less than a five (5) working day entitlement remains, in which case all remaining days shall be taken at one time. The minimum five (5) working days mentioned above may be reduced, with the approval of the Department Head.

12.09 Payment of Vacation Pay

Vacation pay shall be paid not more than five (5) working days prior to the commencement of the vacation period.

12.10 Illness or Death During Vacation

Sick leave or bereavement leave may be substituted for vacation when it can be established by the employee, to the satisfaction of the City, that a confining illness or an incapacitating accident or a death occurred while on vacation. The employee shall contact his immediate supervisor, as soon as possible, and a medical certificate must be obtained while on vacation and provided to the City upon the employee's return to work.

ARTICLE 13 GENERAL HOLIDAYS

13.01 General Holidays

The City shall observe the following days as General Holidays with pay:

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

In the event that one of the within-named General Holidays falls on Sunday, or Sunday equivalent, it shall be observed the following working day. If the General Holiday falls on a Saturday, it shall be observed on that day, subject to the provision of Article 13.02.

A newly hired employee shall be entitled to receive their regular pay for a General Holiday that falls within thirty (30) calendar days of commencement of employment, provided the employee has earned wages for at least fifteen (15) days prior to the General Holiday.

13.02 Substituted Holiday

If by law or decree another day is substituted for the observance of any holidays listed in Article 13.01, the day of observance shall be considered as the holiday insofar as payment for the listed General Holiday is concerned.

13.03 Shift Work

Where an employee is on a shift that includes Saturday or Sunday as regular work days, then for the purposes of this section, the first (1st) scheduled day off shall be deemed to be Saturday, and the second (2nd) scheduled day off shall be deemed to be Sunday.

13.04 Payment for Work on General Holidays

An employee required to work on General Holidays shall receive the regular rate of pay for the day, plus overtime credits for actual hours worked, subject to the conditions of Article 10.

13.05 General Holiday While on Vacation

If a General Holiday falls within an employee's annual vacation period, the employee shall receive one (1) additional day's vacation with pay for such General Holiday(s).

13.06 Floater Holiday

After completion of the probation period (Article 8.01), an employee shall be entitled to one (1) day with pay each year as a floater holiday. Such holiday shall be arranged by mutual agreement between the employee and the Department Head.

13.07 Temporary Assignment

An employee assigned by a temporary posting to a position paying a higher rate shall have General Holiday pay calculated at the higher rate provided the assignment continues through the General Holiday.

ARTICLE 14 HEALTH AND WELFARE

14.01 Benefit Plans

The City shall maintain the following benefits for employees who have achieved seniority and work eighty (80) or more hours every four (4) weeks. Upon becoming eligible to participate in the Plans, an employee shall be enrolled either on the date they became eligible or no later than the first (1st) day of the next month, as determined by the carrier of each Plan.

Premium Sharing

- | | | |
|------|--|-----------|
| (.1) | Medical Services Plan | 100% City |
| (.2) | M.S.A. Extended Health Plan
(includes \$200.00 visioncare benefit,
Hearing Aid to \$500.00 [effective July 1, 1990]) | 100% City |

- (.3) M.S.A. Medical Transportation 100% City
(for employees and their legal dependants when referred
to medical facilities or specialists not available in northwestern B.C.)
Effective August 1, 1997: Seventy dollars (\$70.00) allowance per day.
- (.4) M.S.A. Dental Plan 100% City
(dependants' orthodontic benefit to maximum of \$1,500.00)
- Effective July 1, 1994 increase:
Plan A benefits to 100%
Plan B benefits to 80%
Plan C benefits to \$2,500.00 per employee and dependants
- (.5) Group Life insurance Plan 50% City
including AD&D (insurance 50% Employee
two (2) times annual salary)
Effective August 1, 1997: insurance three (3) times annual salary.
- (.6) An employee shall maintain enrolment in the benefit plans as permitted
by the carrier, including when an employee's hours of work fall below
the eligibility level for a period of two (2) months or less. When the
reduced hours are as a result of being the successful applicant for a job
posting this article does not apply.

14.02 Pension (Municipal) Plan

The City agrees to participate in the Pension (Municipal) Plan. Regular full-time employees shall enroll, and enrolment shall be effective upon completion of the probation period.

Regular part-time employees, working an average of one hundred and twenty (120) or more hours every four (4) weeks may choose to enroll in the Plan. Enrolment shall be effective upon completion of the probation period.

Regular part-time employees, having two (2) years of service and earning thirty-five percent (35%) of the yearly maximum of Canada Pension Plan pensionable earnings for those two years may enroll in the Plan.

14.03 Sick Leave

An employee is not entitled to receive benefits under this section for injury or sickness while working for any other employer, while self-employed, or while on layoff. The terms and provisions of sick leave benefits shall be as follows:

- (.1) The employee must suffer an injury or illness not compensable under the Workers' Compensation Act, or injury not related to a motor vehicle accident for which I.C.B.C. wage loss benefits apply, subject to article 14.12.

- (.2) The employee shall have achieved seniority.
- (.3) Benefits shall commence on the first (1st) working day of absence due to accident or hospitalization (admission or referral to hospital facilities) or out-of-town medical referrals, and on the third (3rd) day due to sickness. All benefits shall be paid in accordance with this Agreement.
- (.4) Benefits shall be one hundred percent (100%) of the employee's regular pay for a period of thirteen (13) weeks and shall be seventy-five percent (75%) of his regular pay for an additional thirteen (13) weeks. At the completion of the twenty-sixth (26th) week, all sick leave benefits shall cease.
- (.5) In addition to Article 14.03(.3), an eligible employee is entitled to a benefit of five (5) days' paid leave per year at seventy-five percent (75%) salary for absence due to sickness. These days are not cumulative.
- (.6) When sickness occurs, the employee shall notify their immediate supervisor as soon as possible.
- (.7) Benefits shall be payable at the regular pay periods as provided in this Agreement.
- (.8) Where the City has concern regarding an employee's use of sick days, the City may require a medical certificate for any future sickness or injury by using the following procedure:

 - (a) the City shall meet with the employee and a union executive representative to discuss the City's concerns.
 - (b) the employee shall have the opportunity to respond to the City's concerns.
 - (c) if the City and the Union are still concerned about the use of sick days, the City may require a medical certificate for each illness or injury commencing from the first day of absence.
 - (d) the costs of supplying such a certificate shall be borne by the City when M.S.P. does not cover the costs.
 - (e) this requirement may be in force for up to twelve (12) consecutive calendar months.
- (.9) When an absence due to illness or accident exceeds three (3) working days, the employee shall, if requested, furnish the City with proof to its satisfaction that he was and/or is prevented from performing the duties of his position, and thereafter shall provide the same during the period

of disability as and when requested by the City, and failure to do so shall result in the stopping of the payment of wages. Where a Doctor certifies that, prior to complete recovery, an employee is capable of returning to work to perform any light duties, the City may require the employee to return to work, provided such work is available,

(.10) Benefits are not payable under the following situations:

- (a) Disability resulting from wilfully self-inflicted injury or from an attempt at self-destruction;**
- (b) Where the absence results from the use of drugs or alcohol, unless the employee is receiving continuing treatment under the care of a licensed physician;**
- (c) Where the disability is caused by pregnancy, during the period commencing with the tenth (10th) week prior to the expected week of birth and ending with the sixth (6th) week after the week of the birth of the child.**

(.11) Recurring Disability

Should an employee who has received benefits due to a disability become disabled again, a new period of benefit shall only be established in the following circumstances:

- (a) If the new disability is totally unrelated to the previous disability and the employee has returned to work for at least one (1) day between disabilities;**
- (b) If the new disability is related to, or is a continuation of, the previous disability and the employee has returned to work for a period of at least two (2) weeks. In this circumstance, benefits shall commence on the first day of absence.**

(.12) After an employee has been paid the maximum of twenty-six (26) weeks' pay provided for in Article 14.03(.4), the employee shall, if eligible, be placed on the LTD plan, otherwise he shall be considered on layoff. If after two (2) years on layoff, the employee is still unable to return to work in his established position, the employee may be terminated.

(.13) A n i g i b l e employee, while waiting for settlement of a disputed W.C.B. claim, shall be entitled to draw upon the sick leave benefits. Compensation subsequently received from W.C.B. shall be assigned to the City.

14.04 Maternity leave

An employee shall have the right, upon written request, to a leave of absence for pregnancy on the following basis:

- (.1) An employee shall be granted unpaid leave to a maximum of six (6) months at the employee's option. The employee shall notify the City at least two (2) weeks prior to returning to the job. Upon reinstatement, the employee shall be credited with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken. Seniority shall continue to accumulate during this leave. The City shall continue to provide coverage and pay all premiums for all the employee benefits and pension plan while the employee is on maternity leave. This shall be extended if requested by a medical practitioner.**
- (.2) If during the maternity leave or prior to taking the leave, an employee indicates in writing that a longer period of leave is required than allowed above, then upon conclusion of the maternity leave, the employee shall be considered on leave of absence for up to an additional one (1) year. The City shall continue to provide coverage for all employee benefit plans, provided the employee pays the premium. Seniority does not accumulate during this period of leave. The employee shall notify the City at least four (4) weeks prior to wishing to return to work. The City shall notify the employee as soon as there is a job vacancy for which the employee is qualified and the employee shall not unreasonably refuse the job.**
- (.3) Where an employee gives birth or the pregnancy is terminated before a request for leave is made, the City shall, on the written request of the employee and on receipt of a certificate of a medical practitioner, grant the employee maternity leave.**
- (.4) Where a male employee qualifies for benefits under the Unemployment Insurance Act (spousal maternity benefits) the provisions of this Article shall, upon request, be granted to him.**
- (.5) A pregnant employee shall have the option to refuse or to continue to operate a VDT. If reassignment is not possible, an employee shall be considered to be on leave of absence without pay until they qualify for maternity leave. An employee shall apply for maternity leave at the same time as leave of absence commences. Health and welfare benefits shall be continued in effect.**

An employee who is temporarily reassigned to a position with a lower rate of pay shall be paid the lower rate.

14.05 Continuation of Benefits

The City shall continue to provide the benefits of Article 14.01, 14.02 and 14.09 to an employee during the following absences, provided carrier eligibility requirements are met:

- (.1) while in receipt of W.C.B. benefits, except where the employee has been laid off;
- (.2) while in receipt of sick leave benefits, except where the employee has been laid off;
- (.3) while on layoff, for one (1) additional calendar month beyond the month in which the layoff occurred;
- (.4) while in receipt of LTD benefits, for a maximum of eighteen (18) months from date of disability;
- (.5) while on unpaid leave of absence, up to five (5) consecutive work days;
- (.6) In other circumstances, where an employee is eligible to return to work, an employee may continue coverage by arranging to pay the full premiums to the City, providing carrier eligibility requirements are met.
- (.7) for one (1) additional calendar month for an employee who has retired.
- (.8) In the event of the death of an employee, the City shall continue to pay its share of the monthly premiums for three (3) months to a medical plan, dental plan, and extended health plan for the benefit of the employee's dependant(s).

14.06 Long Term Disability

- (.1) The City agrees to administer a Long Term Disability Plan for eligible employees.

The Plan and carrier shall be determined by the Union in consultation with the City.

- (.2) All regular full-time employees, upon completion of the probation period, shall enroll in the Plan as a condition of employment. An eligible employee unless already covered by a wage loss replacement plan shall participate in the Long Term Disability Plan. Regular employees working less than full time with at least thirty (30) hours per week may enroll in the Plan on a voluntary basis and shall thereafter continue to participate so long as eligible.

- (.3) The City agrees to deduct the premium from the earnings of each enrolled employee and forward the premiums and required reports to the carrier of the Plan, with a copy to the Union.
- (.4) An employee shall continue to be covered by the Health and Welfare benefits of this Collective Agreement.
- (.5) An employee while receiving benefits of the Plan or an eligible employee waiting for benefits to commence shall be considered to be on approved leave of absence.
- (.6) After twenty-four (24) months of drawing benefits from the LTD Plan and if the employee is still unable to return to work in his established position for the City, the employee may be terminated if in the opinion of two doctors, licensed to practice in British Columbia, the employee is unlikely to return to work. The Union shall be consulted when a decision to terminate is made. The employee shall provide the required doctors' opinions as requested by the City, and failure to do so in a reasonable amount of time shall result in termination.
- (.7) The City agrees, that for all its employees and former employees enrolled in the Municipal Superannuation Plan, to advise the Municipal Superannuation Plan, in accordance with its procedures, of those persons drawing benefits under the Group Long Term Disability Plan.

14.07 Leave for Birth of Child

An employee shall be granted two (2) days off with pay for the birth of his child.

14.08 Leave for Adoption of Child

An employee shall be granted three (3) consecutive days off with pay for the adoption of his child.

14.09 Employee Assistance Program

The City and the Union agree to jointly administer an Employee Assistance Program. The premiums for the Program shall be shared equally by the City and the employees.

14.10 Adoption Leave

Notwithstanding Article 14.08, an employee, upon request, shall be entitled to the Maternity Leave provisions of Article 14.04 when adopting a child.

14.11 Parental Leave

An employee, upon written request, shall be entitled to a parental leave of absence from work, without pay and without loss of benefits.

(.1) The employee is entitled to parental leave for a period of twelve (12) consecutive weeks or a shorter period if the employee requests, commencing,

- (a) in the case of a natural mother, immediately following the end of the maternity leave taken under section 14 unless the City and employee agree otherwise;
- (b) in the case of the natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the new born child; and
- (c) in the case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.

(.2) If

- (a) the new born child or adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the mother or father; and
- (b) it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (.1)

14.12 Sick Leave and I.C.B.C. or W.C.B.

An employee who has been involved in a motor vehicle related accident and is injured and unable to work, shall not be eligible for sick leave benefits, however, the City will advance to the employee the equivalent amount of benefits as if they were eligible for sick leave benefits. When the employee receives wage loss benefits from I.C.B.C. these shall be reimbursed to the City in accordance with this Article. If a wage loss settlement from I.C.B.C. is not forthcoming, any monies paid to the employee by the City shall not require reimbursement.

An employee who receives wage loss benefits from I.C.B.C. or W.C.B. shall reimburse the City for benefits received under Article 14.03 up to the amount of:

- (a) benefits received from the City under Article 14.03; or
- (b) benefits received from I.C.B.C. or W.C.B. and designated as compensation for loss of wages, whichever is less.

14.13 General Leave of Absence

Leave of absence, without pay and without loss of seniority, may be granted by a Department Head to an employee requesting such leave, for good and sufficient cause. Such request shall be in writing, and the Department Head's reply shall be in writing and shall state the conditions of the employee's return to work. An employee should discuss continuation of benefits with the City to ascertain which benefits may be continued and the costs, if any, of continuing the benefits.

14.14 Medical Appointments

An employee, upon receiving approval of his immediate supervisor, shall be entitled to leave of absence for medical, dental and physiotherapy appointments for the employee and his spouse and children where such appointments cannot be reasonably scheduled outside of regular working hours. At a time mutually agreeable between the City and the employee, the employee shall have the opportunity to make up the 'lost time at their regular rate of pay. Such leave shall not be unreasonably withheld.

14.15 Family Illness

When no one in the family other than the employee can provide for the needs of an immediate member of the family during an illness, that employee may request an unpaid leave of absence to a maximum of two (2) days per illness and six (6) days per calendar year. Immediate family is defined as a child or spouse. Such leave shall not be unreasonably withheld.

At a time mutually agreeable between the City and the employee, the employee shall have the opportunity to make up the lost time at his regular rate of pay.

14.16 Employment Insurance Reduction

The City and the Union shall jointly apply annually for the Employment Insurance Reduction. The employees' share of the rebate shall be forwarded to the Union.

* Application to be made for any retroactive amounts the parties are eligible for.

ARTICLE 15 B E R E A V E -

15.01 Bereavement Leave

When death occurs to a member of the employee's immediate family, bereavement leave shall be granted to regular employees as follows:

- (.1) One (1) regular work week with pay when in attendance at a funeral, Subject to approval of the Department Head, up to one (1) additional regular work week with pay when in attendance at a funeral if such additional time is required for travel.
- (.2) Up to four (4) regular work weeks' unpaid leave of absence, subject to Department Head approval. Seniority and benefits will continue to accumulate during this leave.

15.02 Immediate Family

Members of the employee's immediate family are defined as their spouse (includes common-law), sons, daughters, mother, father, grandparents, grandchildren, brothers, sisters, legal guardians, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, mother-in-law and father-in-law. This definition shall include step families.

15.03 Compensable Hours

Compensable hours under the terms of this Article shall be counted as hours worked for the purpose of computing vacation pay.

15.04 Pallbearer's Leave

An employee shall be granted leave of absence of one (1) day without loss of wages or benefits to attend a funeral or memorial service as a pallbearer.

ARTICLE 16 CONTRACTING OUT

16.01 Restrictions on Contracting Out

In order to provide job security for the members of the bargaining unit, the City agrees that all work or services normally performed by the employees shall not be subcontracted, transferred, leased, assigned or conveyed, subject to the following:

- (.1) The employees are qualified to perform the work.
- (.2) The equipment necessary to perform the work is available.

(.3) The work can be completed in the time available as governed by seasonal conditions.

(.4) The work can be performed by the City to the economic advantage of the City.

16.02 Advance Notice to Union

The Union shall be given advance notice of contracting out proposals for the purpose of discussing the method and work tasks of the contract. The City shall provide as much advance notice as possible and shall endeavour to provide at least thirty (30) days' notice.

16.03 Contracting Out Committee

The Union's contracting out committee shall have access to all necessary information which is not restricted pursuant to the *Freedom of Information and Privacy Act* to respond to any contracting out proposal. This includes information on final costs of contracted out work.

ARTICLE 17 REMUNERATION

17.01 Pay Schedules

Wage and salary rates shall be in accordance with Schedules A and B of this Agreement.

17.02 Differential Pay

In addition to those rates shown in Schedules A and B, the following differentials shall apply as applicable. Where differentials apply, an employee may accrue two (2) or more hours, but shall be paid no less than two (2) hours' differential pay' per shift.

(.1) Environmental - Sixty cents (\$.60) per hour shall be paid to employees required to operate a jack hammer or power compactor (jumping jack).

(.2) Dirty Pay - One dollar and fifty cents (\$1.50) per hour shall be paid to employees required to manually clean and/or repair sanitary sewers while in use.

(.3) Charge Hand - One dollar and twenty-five cents (\$1.25) per hour shall be paid to employees designated as Charge Hands.

Effective January 1, 1994 - One dollar and fifty cents (\$1.50) per hour shall be paid to employees designated as Charge Hands.

(.4) **Shift Differentials - shall apply to regular positions as follows:**

Afternoon Shift - 4:00 p.m. to 12:00 midnight - Sixty cents (\$.60)
per hour

Night Shift - 12:00 midnight to 8:00 a.m. - Eighty-five cents (\$.85)
per hour

Early Morning Shift - 5:00 a.m. to 1:00 p.m. - Eighty-five cents (\$.85)
per hour

(.5) **Grave Digging Labourers - shall be paid an additional forty-five cents (\$.45) per hour only while digging and backfilling graves.**

(.6) **When a Workshop or Environmental Health Branch employee's regularly scheduled work week includes a Saturday and/or Sunday on a continuing basis, a differential of sixty cents (\$.60) per hour shall be paid for all scheduled hours actually worked on the Saturday and/or Sunday. See Letter of Understanding No.3.**

(.7) **When an employee . has their scheduled hours of work overlap two (2) shifts, the higher premium shall apply to all hours worked when at least two (2) hours are worked in the higher premium shift.**

(.8) **Chainsaw - One dollar (\$1.00) per hour shall be paid to employees while using a chainsaw.**

17.03 Temporary Assignment (Higher Paid Position)

An employee temporarily assigned to work in a higher paid position shall be paid the higher rate unless they are receiving training under active supervision. The training period shall not exceed three (3) weeks. If the higher paid position is within Schedule A, the employee shall be paid the higher rate for all time worked. If the higher paid position is within Schedule B, the employee shall be paid the higher rate for all time worked after having worked at the higher paid position for more than one (1) continuous hour.

An employee being laid off or recalled is not considered to be temporarily reassigned for purposes of this Article.

17.04 Temporary Assignment (Lower Paid Position)

An employee temporarily assigned to work in a lower paid position shall maintain their regular rate of pay. An employee being laid off or recalled is not considered to be temporarily reassigned for purposes of this Article.

17.05 New Classification

Wages for a new job classification shall be negotiated prior to the new job being introduced, Negotiations for the purposes of establishing new wage rates during the life of this Collective Agreement shall not require the opening of this Agreement, Where the City and the Union fail to reach, agreement on a rate of pay, the dispute may be referred to arbitration pursuant to Article 19.

17.06 Jury or Court Witness Duty

The City shall grant leave of absence, with pay and without loss of benefits, to an employee who serves as a juror or a subpoenaed court witness. The City shall pay such an employee the difference between his normal earnings and that which the employee receives for such jury or court witness duties, excluding payment for travel, meals or other expenses. The employee shall present proof of service and of the amount of payment received for such jury or court witness duties.

17.07 Changed Classification

- (.1) An employee shall not have their salary reduced by reason of a change in the classification of their position that is caused other than by the employee.
- (.2) An employee whose position or classification is changed to one with a lower salary, other than by their own volition, shall receive fifty percent (50%) of any negotiated salary increases until the rate for their new position equals or is greater than the rate for the old position.
- (.3) An employee being laid off or recalled is not considered to be affected by a change in classification for purposes of this Article.

17.08 Tool Allowance

Regular full-time mechanics who completed 1,200 hours in a calendar year shall be eligible for reimbursement of the cost of supplying or replacing work-related tools to a maximum of six hundred dollars (\$600.00) per annum (this amount is not cumulative). Receipts will be required by the City.

17.09 Regular Appointment (Schedule B)

- (.1) An employee who is appointed to a regular position with a higher rate of pay shall, during the training period, be paid at the probation rate. If the appointment, at the probation rate, would result in a loss of pay then the employee shall maintain their present rate of pay during the training period.

(.2) An employee who is appointed to a regular position with the same rate of pay shall continue to receive their present rate of pay.

(.3) An employee who is appointed to a regular position with a lower rate of pay shall receive the regular rate of pay for that position.

17.10 Boot Allowance

Regular full-time employees who have completed twelve hundred (1,200) hours in a calendar year shall have fifty percent (50%) of the cost of safety toe work boots defrayed to a maximum of one hundred and fifty dollars (150.00) every two (2) years. Reimbursement shall be limited to those employees required by the City to wear safety toe boots.

* * For interpretation's sake, an employee could claim for more than one (1) pair of boots during the two (2) year period, to a maximum of one hundred and fifty dollars (\$150.00) every two (2) years.

17.11 Day of Occupational Injury

The City shall continue to pay an injured employee their regular wages for the balance of the day of injury.

17.12 Recreation Department

An employee who is classified as a Recreation Leader or Lifeguard/Instructor and who is requested to perform maintenance duties shall be paid no less than the Labourer I rate of pay. Maintenance duties shall include, but not be limited to, painting and surface preparation for painting, annual locker maintenance, and annual lamp maintenance. Maintenance duties shall not mean routine janitorial and housekeeping duties.

17.13 Bathing Suits

After one (1) year of employment, upon reaching fifty (50) hours of instruction time in a calendar year, employees required to wear bathing suits in the performance of their jobs shall receive reimbursement of fifty percent (50%) of the cost to a maximum of one hundred and fifty dollars (\$150.00) every two (2) years.

* * For interpretation's sake, an employee could claim for more than one (1) bathing suit during the two (2) year period, to a maximum of one hundred and fifty dollars (\$150.00) every two (2) years.

ARTICLE 18 PAYMENT SCHEDULE

18.01 Pay Days

Employees shall be paid on every other Friday.

18.02 Pay Cheques

Pay cheques shall be available no later than 4:30 p.m. prior to the above-mentioned day at the following points: General office, Public Works office, Recreation office. For those employees whose regular scheduled shift does not include Friday, pay cheques shall be available no later than 4:30 p.m. prior to the above-mentioned day at the following points: General office, Public Works office, Recreation office.

18.03 Pay Period

Employees shall be paid all wages due up to the Friday midnight of the week preceding the Friday pay date, less statutory deductions.

18.04 Pay on Termination

Employees terminating shall be paid, wherever possible, on the day of termination, or arrangements shall be made for the pay cheque to be available the following day.

18.05 Automated Payroll Deposit

All employees hired or recalled after April 15, 1997 shall be required to enrol in the City's direct deposit. Employees hired prior to that date may voluntarily agree to enrol.

ARTICLE 19 GRIEVANCE PROCEDURE

19.01 Grievance Defined

Grievance means any difference which arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any differences arising from the suspension or dismissal of any employee and including any question or difference as to whether any matter is arbitrable; such question or difference shall be finally and conclusively settled without stoppage of work in the manner herein contained.

19.02 Rights of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the City acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards.

The steward shall assist any employee whom the steward represents in presenting his grievance in accordance with the grievance procedure.

19.03 Rights of Grievor

The grievor shall have the right to be present at all meetings between the City and the Union when their difference is being discussed pursuant to the grievance procedure.

19.04 Replies in Writing

Replies and exchange of information to grievances shall be in writing at all stages which shall include the final disposition of the grievance.

19.05 Differences to be Discussed

Within fifteen (15) working days of the occurrence of an alleged difference, the employee(s) shall, with the Shop Steward in attendance or without if the employee(s) so chooses, discuss the matter with their immediate supervisor. If this discussion does not resolve the alleged difference, then it shall be processed as a grievance.

The Union is not prejudiced from filing a grievance at Step 1 of the grievance procedure of the Collective Agreement when the resolution to the above alleged difference adversely affects the Union.

19.06 Grievance Procedure

Step 1

If discussion with the immediate Supervisor does not produce a satisfactory settlement, then the employee(s) shall submit the dispute in writing to the designated management supervisor and with a Union representative in attendance, seek settlement of the dispute with the immediate supervisor within ten (10) working days of the discussion meeting with the same immediate supervisor.

The designated management supervisor shall meet with the employee(s) and the Union representative with a view to resolving the dispute within three (3) working days.

Step 2

If a satisfactory settlement is not reached after the dispute was submitted at Step 1, the dispute shall be submitted by the Union, in writing, within five (5) working days to the respective Department Head (or his authorized representative), who shall meet with the employee(s) and the Union with a view to resolving the dispute within five (5) working days.

Step 3

If a satisfactory settlement is not reached after the dispute was submitted at Step 2, the dispute shall be submitted, in writing, within five (5) working days to the Clerk-Administrator, who shall meet with the employee(s) and the Union with a view to resolving the dispute within ten (10) working days. The Clerk-Administrator may have the designated Step 2 Department Head present at the meeting as a resource person.

Step 4

If a satisfactory settlement is not reached after the dispute was submitted at Step 3, then the Union may submit the dispute to the City Council within ten (10) working days, who may meet with the Union with a view to resolving the dispute. The Union may, at the conclusion of Step 3, submit the dispute to arbitration rather than to the City Council.

Step 5

Failing satisfactory settlement after the dispute was submitted to the City Council or at Step 3, the Union may, within fifteen (15) working days, refer the matter to a Board of Arbitration, or to a single Arbitrator if the parties agree.

19.07 General Grievance

Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, Steps 1 and 2 of the Grievance Procedure may be bypassed. The general grievance may be processed through the Grievance Procedure without the employee(s) in attendance, within fifteen (15) working days of the Union becoming aware of the difference.

19.08 City Grievance

- (.1) In the event that the City wishes to file a dispute to grievance and arbitration, it shall first submit the matter in writing to the Union and seek settlement of the dispute.
- (.2) If a satisfactory settlement is not reached within seven (7) working days after the matter has been submitted for settlement, the City may refer the matter to arbitration.

19.09 Grievance on Safety

- (.1) An allegation, either by the Union or an affected employee, that certain work practices are unsafe to any person, may be grieved by the Union by filing the grievance with the Clerk-Administrator. An employee may refuse to work under the unsafe conditions and shall not suffer a loss in

pay. The City shall not reassign the alleged unsafe work while an investigation is taking place.

- (.2) The appropriate Department Head and a Union representative shall inspect the site within one (1) hour of the occurrence of the incident causing the allegation of unsafe practice.
- (.3) If satisfactory settlement cannot be reached within seven (7) days of submission to the Clerk-Administrator, the matter may be referred to arbitration.

19.10 Arbitration

- (.1) A Board of Arbitration shall consist of three (3) persons, one (1) of them to be chosen by each party and the third (3rd), who shall be Chairman of the Board, shall be selected by the parties' nominees. The representatives of the parties concerned must meet within seven (7) days of their appointment, and shall confer to select a Chairman. If within five (5) days they are unable to agree upon a person willing to act, then either of them may apply to the Minister of Labour for the Province of British Columbia to appoint a Chairman. If the Union and/or the City so wish, and mutually agree, a grievance shall be heard by a single Arbitrator, the appointment of which shall be agreed to by both parties. If, after a reasonable period of time, the City and the Union are unable to agree on an Arbitrator, then either of them may apply to the Minister of Labour for the Province of British Columbia to appoint an Arbitrator.
- (.2) The Arbitration Board shall hear the parties, settle the terms of question to be arbitrated and make its award within five (5) days of appointment of the Chairman, except when the time is extended by agreement of the parties.
- (.3) The Board shall deliver its award in writing to each of the parties and the award of the majority of the Board shall be final and binding to the parties and shall be carried out forthwith.
- (.4) Arbitration costs shall be apportioned in accordance with the provisions of Section 99 of the Industrial Relations Act of British Columbia.

19.11 Amending Time Limits

The time limits mentioned in the Grievance and Arbitration Procedures may be extended by mutual agreement between the City and the Union.

19.12 Power to Amend

An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

ARTICLE 20 TERMINATION AND DISCIPLINE

20.01 Termination

An employee may be terminated for the following:

- (.1) Just cause, with a copy of the notice of termination forwarded to the Secretary of the Union;
- (.2) Absence without authorization for more than two (2) consecutive working shifts, unless justified to the satisfaction of the City. In this case, termination shall be effective at the end of the second (2nd) shift.

20.02 Discipline

When the City deems it necessary to discipline an employee, in a manner indicating that dismissal may follow further infractions or may follow if such employee fails to bring his work up to a required standard by a given date, the City shall give written notice of such discipline to the employee with a copy to the Secretary of the Union.

20.03 Adverse Reports

The record of an employee shall not be used against them at any time when eighteen (18) months have elapsed since the issuance of a letter of reprimand, provided there has been no recurrence of a similar and/or other infraction.

20.04 Union Representative to be Present

Where the City deems it necessary to issue a written reprimand, suspend or discharge an employee, the employee may request the presence of a Union representative.

ARTICLE 21 LAYOFF AND RECALL

21.01 Pursuant to Article 2, layoff shall be governed by the following guidelines:

- (.1) Layoff shall be in reverse order of seniority provided the remaining employees are capable (qualified) and willing to do the work of employees laid off.

- (.2) Recall shall be according to seniority, provided the employee is capable (qualified) to do the work available. The City shall not hire casual employees until regular employees on lay off, who are qualified to do the job, have been recalled.
- (.3) Recall notices shall be issued by double registered letter and shall be mailed to the last address given by the employee when the City has been unable to make personal contact with the employee.
- (.4) An employee who has been recalled must notify the City of their intention to return to work within two (2) working days from the time the recall has been received by the employee.
- (.5) An employee must report to work within fifteen (15) calendar days from the date of their acceptance of recall, unless sick or injured, in which case the provisions of Article 21.05 (.2) shall apply.
- (.6) An employee who does not answer a recall notice in accordance with subsections (.4) and (.5) above, shall be deemed for all purposes to be self-terminated.
- (.7) Notwithstanding Article 21.01(.5), an employee may refuse one recall notice by notifying the City of their intention within one (1) working day from the time the employee received the recall notice. The right to refuse the recall shall only apply to a recall that is for work of less than two (2) weeks' duration.

21.02 Notice of Layoff

Other than casual or temporary employees, employees who are to be laid off shall be given notice in writing as specified below. It is agreed that an employee may continue work on a day-to-day basis after the day of layoff stated in the notice and no further notice of layoff shall be required in such cases. The layoff notice shall state the effective date of the layoff. If work continues for a period of one (1) month beyond the specified layoff date, the layoff notice shall be deemed to be rescinded.

- (a) Where an employee has less than one (1) year of service - one (1) week's notice;
- (b) Where an employee has one (1) year and up to three (3) years' service - two (2) weeks' notice; and for each subsequent year of service, an additional week's notice, up to a maximum of eight (8) weeks' notice;
- (c) In the case of temporary layoff of less than two (2) months, one (1) week's notice.

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

In the case of a proposed temporary layoff of less than two (2) months that in fact exceeds two (2) months, the employee shall be entitled to full payment for the balance of notice that would have been required.

21.03 Bumping Procedure

- (.1) The employee affected by a layoff shall be advised that they may exercise their seniority and displace a less senior member of the bargaining unit in any position which they feel they are qualified to hold.
- (.2) The employee wishing to exercise his seniority rights shall make written application to the Department Head within two (2) working days of receipt of the notice of layoff, advising of the position he feels qualified to hold, on the form provided.
- (.3) The appropriate Department Head shall adjudicate the applicant's skills, qualifications and ability for the position.
- (.4) When an employee's application is accepted and it results in a less senior member of the bargaining unit being displaced, the displaced employee shall be given the same opportunity to exercise their seniority rights. Only after all applications to exercise seniority rights have been adjudicated, shall the displacements become effective.
- (.5) When an employee is accepted to a position which carries a different classification, he shall be on trial in that new position for a period of sixty-five (65) working days. In the event that an employee proves unsuitable for the new position, they shall retain their seniority to apply for another position.
- (.6) Differences arising from layoffs shall be initiated in accordance with the grievance procedure.

21.04 Severance Pay Options

A regular employee who is laid off is entitled to choose severance pay at any time within thirty (30) calendar days from the effective date of layoff. Upon acceptance of severance pay, all rights under this Agreement are terminated. An employee on layoff and not recalled before loss of recall rights, shall automatically be paid severance pay within one (1) week of loss of recall rights.

- (a) Less than three (3) years' continuous service at the time of layoff: one week's current pay for each year of service, or major part thereof.

- (b) Three (3) or more continuous years' service at the time of layoff: for the first (1st) year of service, three (3) weeks' current pay; for the second (2nd) year of service, three (3) weeks' current pay; for each year thereafter, one-half ($\frac{1}{2}$) month's current pay.
- (c) Severance pay is limited to six (6) months' current pay.

21.05 Layoff While on Sick Leave or W.C.B.

- (.1) The City may, due to a reduction in work, lay off an employee who is absent from work due to illness or accident, provided the required notice of layoff has been given. Such an employee shall have the rights of a laid off employee, and the rights as provided in Article 21. When the employee is pronounced fit to return to work the bumping rights outlined in Article 21.03 shall be exercised at that time.
- (.2) A laid off employee, who is eligible for recall and is unable to return to work due to illness or accident, shall have their status changed to that of being absent from work due to illness or accident, effective the date of recall, and shall enjoy all benefits of the Collective Agreement as if at work, except for payment of sick leave, wages and benefits. The City may request a medical certificate as provided in Article 14.03 (.8). Upon recovery, the employee shall be returned to work.
- (.3) When an employee is laid off, while absent from work due to illness or accident, such layoff shall have no effect upon the employee's waiting period for long term disability plan benefits, providing the employee continues paying the full monthly LTD premium and subject to carrier eligibility requirements.

ARTICLE 22 EQUIPMENT CLASSIFICATION

22.01 Light Equipment

Self-propelled sidewalk sweepers, track-type snow removal equipment, Zamboni, tractors, five (5) yard dump trucks, hiab truck, line painter, Bomag pavement recycling plant, vibrating pavement roller, forklift and ride-on tractor mower.

22.02 Heavy Equipment

Grader, bulldozers, loaders one (1) yard and over, backhoes, dump trucks over five (5) yards, street sweepers and self-loading scraper.

22.03 Hiab T r u c k

The rate paid for the hiab truck shall be light equipment or heavy equipment based on the vehicle the hiab is attached to.

22.04 Special Equipment

Refuse packer with automatic transmission, Patchmaster, vacuor sump cleaner and hydraulic sewer cleaning equipment.

22.05 New Equipment

Classification of equipment not specifically mentioned in Articles 22.01 and 22.02 shall be negotiated prior to such equipment being introduced.

ARTICLE 23 PROTECTIVE CLOTHING

23.01 The City shall provide protective clothing and safety equipment in the following manner:

When authorized by a Department Head, clothing and equipment shall be furnished through central stores on a loan basis. The employee shall be required to sign for the item authorized and shall be responsible for the return of the items in good and serviceable condition, fair wear and tear excepted.

Only clothing and equipment listed herein shall be provided by the City.

(.1) Identification

Items required for the purpose of special identification of City employees where required by Management.

(.2) Protective Clothing

Hard hats, hipwaders, raingear, gloves, coveralls, slip-on steel toes (jack hammer) and such items as required by W.C.B.

(.3) Safety Equipment

Safety goggles, painting masks, fluoride and chlorine masks, welding masks, ice cleats, respirators, first-aid kits and supplies, fire extinguishers, fluorescent traffic vests and control paddles, ear protectors and such items as required by W.C.B.

(.4) Leather aprons and surveyors' vests only to instrument persons as required.

23.02 All other items of clothing including day-to-day clothing, safety toe and steel shank boots, rubber boots, winter clothing and all other similar items shall be the responsibility of the employees except as provided in Article 17.10.

23.03 Skidoo Suits

The City shall pay one-half ($\frac{1}{2}$) the cost of skidoo suits for regular garbage swampers and the scraper operator for winter months, to a maximum of one (1) suit per person per year.

ARTICLE 24 VACANCIES

24.01 Posting of Vacancies

- (.1) Notice of all new positions and vacancies shall be posted on all employee notice boards for five (5) working days before appointment is made. The name of the successful applicant(s) shall be posted on all employee notice boards.
- (.2) An employee filling a temporary vacancy shall not subsequently be confirmed, by the City, as a regular appointment to that position without the vacancy first being posted as a regular position.
- (.3) A part-time position which increases from less than twenty (20) hours per week to twenty (20) or more hours per week shall be posted. A position which increases from less than thirty (30) hours per week to thirty (30) or more hours per week shall be posted.

24.02 Temporary Personnel

Work of a temporary nature expected to be of more than two (2) weeks' duration shall be posted internally on employee notice boards.

24.03 Acting Foreman

A temporary Acting Foreman may be appointed at ninety-five percent (95%) of the appropriate Working Foreman rate. A Temporary Acting Foreman may be paid, as above, for up to sixty-five (65) consecutive days of work, and thereafter, or sooner if deemed appropriate by the City, shall be paid the rate for the appropriate Working Foreman classification.

AR-WY 25 TECHNOLOGICAL CHANGE

25.01 Advance Notice

Three (3) months before the introduction of any technological change which affects the rights of employees, conditions of employment, wage rates or work loads, the City shall notify the Union of the proposed change.

25.02 Any such change shall be made only after the Union and the City have reached agreement on such change.

- 25.03** If the City and the Union fail to agree on the results of the change, the matter shall be subject to Arbitration, pursuant to Article 19.
- 25.04** Pursuant to Article 25.06(.2), no regular employee shall be dismissed by the City because of technological changes, subject to Articles 25.05 and 25.06.
- 25.05** In the event that the City should introduce technological changes which require new or greater skills than are possessed by employees under the present method of operation, such employees shall at the expense of the City be given a period of time, not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by that change. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position requiring the use of the new skills.
- 25.06** (.1) In the case where an employee is displaced from his job by virtue of technological change, an equitable attempt shall be made by the City to find the employee agreeable employment elsewhere in the City's operation at a rate of pay that exists for the job.
- (.2) Where agreeable employment cannot be arranged, employment with the City shall be terminated and one (1) week's severance pay for each year of service with the City shall be paid to the employee when termination results due to technological change.

ARTICLE 26 UNION DUTY

- 26.01** Union representatives shall be granted permission from the Department Head or their immediate supervisor to be absent as hereinafter mentioned and shall suffer no loss of pay under the following circumstances:
- (.1) Three (3) representatives for the purpose of collective bargaining;
- (.2) For the purpose of grievance procedures pursuant to Article 19;
- (.3) Three (3) representatives to participate on a Labour/Management Committee.
- (.4) Representation on the City's Industrial Health and Safety Committee, or other joint Committees between the City and the Union.
- 26.02** Under no circumstances shall overtime be paid for or accumulated as a result of absence pursuant to the provisions of the preceding clause. Payment for approved absences shall be paid for at the representative's basic hourly rate at the time of such absence.

- 26.03** **(.1)** Applications for leave of absence for Union duty shall not be unreasonably withheld.
- (.2)** Upon application to, and upon receiving the permission of the Clerk-Administrator, representatives of the Union shall be granted leave of absence, without pay, for the purpose of attending educational seminars, meetings and conventions of CUPE, the B.C. Federation of Labour and/or the Kitimat-Terrace & District Labour Council.
- (.3)** An employee elected or appointed to any of its committees or elected or appointed as an officer of C.U.P.E., its affiliated or chartered bodies and any labour organizations with which the Union is affiliated, may be allowed leave of absence without pay but without loss of benefits to attend their duties. Such an employee shall inform the City in writing of their election or appointment. Such leave shall not be unreasonably withheld.
- (.4)** With respect to leave of absence granted under subsections (.2) and (.3) above, the City shall continue to pay such representatives their regular wage or salary and thirty percent (30%) for benefits, and shall render an account to the Union for that amount. The Union shall reimburse the City within thirty (30) days.
- (.5)** Upon application to and receiving the permission of the Clerk-Administrator, an employee shall be granted leave of absence without pay and benefits, but without loss of seniority, so that the employee may be a candidate in Federal or Provincial elections.
- (.6)** Upon application to, and upon receiving the permission of the Clerk-Administrator, an employee who is elected pursuant to subsection (.5) above, shall be granted a leave of absence without pay and benefits, but without loss of seniority, during their term of office.
- (.7)** An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated shall, upon application to and upon receiving the permission of the Clerk-Administrator, be granted a leave of absence without pay and benefits, but without loss of seniority for a period of up to one (1) year. Upon application to, and upon receiving approval of the Clerk-Administrator, such leave of absence shall be reviewed each year, during the employee's term of office.
- (.8)** The Union shall be allocated twenty (20) working days a year with pay for its members to attend educational courses on occupational health and safety. Payment shall be at the employee's regular rate of pay. Application for leave shall be made to and approved by the Clerk-Administrator. The Union shall briefly state the training course content when seeking this paid leave. Such leave shall not be unreasonably

withheld. The City shall require a brief written report from the employee regarding the course content upon the return of the employee.

ARTICLE 27 GENERAL CONDITIONS

27.01 Changes to Agreement

With the exception of Schedules A and B, any changes deemed necessary in this Agreement may be made by mutual consent at any time during the term of this Agreement. Such changes shall be made in the form of a "Memorandum of Agreement" attached to this Agreement.

27.02 Job Descriptions

Job descriptions shall be reviewed on a continuing basis by the Union. All job descriptions shall be reviewed by the Union at least once every three (3) years. The job descriptions as presented shall become the recognized job descriptions. The Union shall be notified when a change is made to a job description or a new job description is developed. The new or changed job description shall not be in effect until two (2) weeks after the job description has been given to the Union.

27.03 Printing of Agreement

The City and the Union agree to share equally in the cost to print the Agreement in booklet form.

27.04 Loss of Employee Qualifications

- (.1) When an employee loses a qualification and as a result is unable to perform the job he was hired to perform, the City shall, where possible, assign the employee to alternate work, provided work is available and the employee possesses the necessary skills and ability to perform the work.
- (.2) An employee shall not be removed from his position, as a result of being disqualified to operate a motor vehicle, when the major responsibilities of his job can be discharged without unreasonable delay and provided there is no increased cost to the City, or when another employee can temporarily be assigned the driving tasks, where equipment or vehicle operation is not the major responsibility of the position and there is no increased cost to the City.
- (.3) An employee assigned to another position shall receive the rate of pay for that new position.
- (.4) When alternate work is not available the employee shall be laid off and then acquire normal recall rights.

(.5) An employee being laid off under the provisions of this Article does not require any notice of layoff.

(.6) When an employee again qualifies for his original position he shall be reinstated, provided he still has retained seniority.

27.05 Qualifications

An employee who is required to take a course or written examination to renew or maintain qualifications requisite to his position, shall, upon successful completion, be reimbursed the course or examination fees. Such an employee shall not suffer loss of wages or benefits while attending such a course or examination. The City shall not pay wages for attendance at such course or written examination held outside the employee's regular hours of work. Attendance at such courses is subject to Department Head approval.

27.06 Retirement

The maximum retirement age for all employees shall be sixty-five (65) years. An employee, upon attaining the age of sixty-five (65), may apply to the City for an extension of employment on an annual basis.

27.07 Workers' C o m m o n P e n s i o n

When a full pension is granted by the Workers' Compensation Board, the employee shall be terminated, effective the commencement date of the pension.

27.08 Day of Mourning

The City and the Union agree to recognize April 28 as the National Day of Mourning to remember those workers injured and killed on the job. On April 28 at 11:00 a.m., there shall be a cessation of work for one (1) minute in memory of those workers.

27.09 n-Servi e Training (Aquatic Staff)

The City, the Union and the employees recognize the importance and advantages of in-service training in the aquatic field.

Paid in-service training sessions will be scheduled at least four (4) times annually. All in-service training sessions will be compulsory, unless a reasonable excuse is given.

The paid in-service training sessions for the regular full-time employees, if taken outside the normal schedule, will accrue as overtime and may be taken as per Article 10.



27.10 Minimum Staffing

During the times when the pool is open for public swimming, the minimum staffing level shall be two (2) guards.

27.11 Maximum Deck Time

The City recognizes the safety factor related to minimizing deck time duty for employees, and will make every effort to limit deck time under usual circumstances to less than one (1) hour and not exceeding two (2) hours.

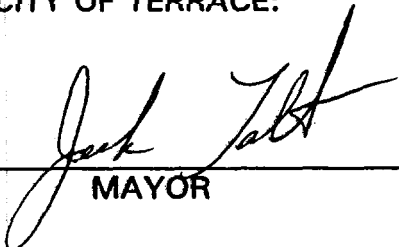
ARTICLE 28 TERM OF AGREEMENT

28.01 Term of Agreement

This Agreement shall take effect January 1, 1999, and shall remain in effect until December 31, 1999, and thereafter from year to year unless written Notice or Intent to amend the Agreement is given by either party to the other party in accordance with the provisions of the Industrial Relations Act of British Columbia.

IN WITNESS, WHEREOF, the City and the Union by their authorized representatives, have affixed their signatures hereto on the 11th o f December, 1998.

THE CITY OF TERRACE:



MAYOR



CLERK-ADMINISTRATOR

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2012:



PRESIDENT



NEGOTIATING COMMITTEE

SCHEDULE "A"

	January 1, 1998	January 1, 1999 1.25%
Labourer I Refuse Disposal Attendant Matron Guard Recreation Attendant I	\$19.71	\$19.96
Labourer II Construction Maintenance Attendant I	\$20.15	\$20.40
Labourer III Swamper Recreation Attendant II Head Lifeguard/Instructor Chainman	\$20.75	\$21.01
Light Equipment Operator Engineering Tech I Environmental Services Tech I Warehouse Person	\$21.16	\$21.43
Utilityman	\$21.71	\$21.98
Mechanic I Engineering Tech II Construction Maintenance Attendant II Purchasing Agent I Recreation Attendant III	\$22.22	\$22.50
Environmental Services Tech II	\$22.59	\$22.88
Special Equipment Operator Heavy Equipment Operator	\$23.03	\$23.32
Purchasing Agent II Engineering Tech III Environmental Services Tech III Construction Maintenance Attendant III	\$23.44	\$23.73
Mechanic II	\$24.33	\$24.63
Working Foreman - Building Maintenance Working Foreman - Construction Working Foreman - Environmental Working Foreman - Roads & Drainage Working Foreman - Shop Working Foreman - Water & Waste	\$26.99	\$27.32

Aquatic Foreman Working Foreman - Parks & Facilities	\$26.99	\$27.32
Working Foreman - Engineering	\$27.32	\$27.66
Plant Foreman Road Foreman	\$28.94	\$29.30
Assistant Building/Licence inspector	\$25.63	\$25.95
Senior Building/Licence Inspector	\$28.94	\$29.30
Recreation Leader (Pool & Arena)	\$14.19	\$14.36
Lifeguard/Instructor I	\$17.10	\$17.31
Lifeguard/Instructor II	\$17.51	\$17.73

SCHEDULE "B"

	Probation 1998	Jan. 1 1998	Probation 1999	Jan. 1 1999
Recreation Programmer Junior Clerk		\$18.80		\$19.03
Accounting Clerk I (Clerk/Receptionist)	\$19.71	\$20.24	\$19.96	\$20.49
Accounting Clerk II	\$20.23	\$20.75	\$20.48	\$21.01
Accounting Clerk III (Accounts Payable) . (Public Works) (Public Works Support Clerk III) (Finance Support Clerk) (Recreation) (RCMP) Planning Researcher	\$20.70	\$21.23	\$20.95	\$21.49
Accounting Clerk IV (Cashier)	\$21.10	\$21.65	\$21.37	\$21.93
Accounting Clerk V (Payroll)	\$21.53	\$22.10	\$21.80	\$22.38
Secretary I	\$20.23	\$20.75	\$20.48	\$21.01
Secretary II Data Terminal Clerk (RCMP)	\$20.70	\$21.23	\$20.95	\$21.49
Departmental Services Clerk I	\$21.10	\$21.65	\$21.37	\$21.93
Departmental Services Clerk II	\$21.53	\$22.10	\$21.80	\$22.38
Recreation Programme Coordinator	\$22.21	\$22.82	\$22.49	\$23.11
Drafting Technician I	\$21.53	\$22.10	\$21.80	\$22.38
Drafting Technician II	\$22.75	\$23.37	\$23.03	\$23.66
Drafting Technician III	\$24.11	\$24.74	\$24.41	\$25.05
Drafting/Planning Technician	\$24.98	\$25.63	\$25.29	\$25.95
Court Liaison		\$23.20		\$23.49
Planning Technician		\$27.24		\$27.58

LETTER OF UNDERSTANDING NO. 1

between

CITY OF TERRACE

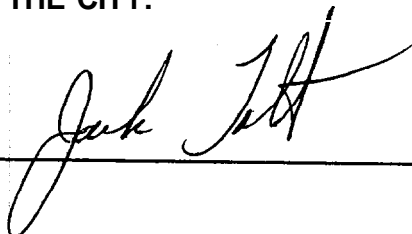
and

CUPE LOCAL 2012

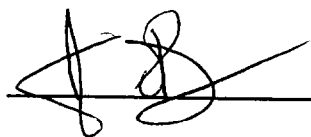
The Union agrees to permit the enrolment of the regular management staff of the City in its Long Term Disability Plan on the same basis as Union members may enroll.

Signed this 11th day of December, 1998

FOR THE CITY:


_____

FOR THE UNION:


_____

LETTER OF UNDERSTANDING NO. 2

between

CITY OF TERRACE

and

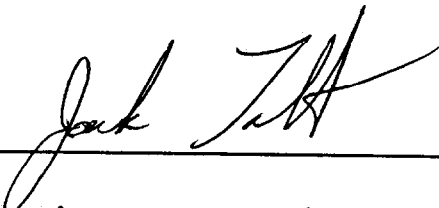
CUPE LOCAL 2012


Re: Bylaw Enforcement Position

The City agrees to negotiate with the Union the possible inclusion of the bylaw enforcement position in accordance with the terms of the Collective Agreement when the weekly hours reach twenty-one (21).

Signed this 11th day of December, 1998.


FOR THE CITY:






FOR THE UNION:







LETTER OF UNDERSTANDING NO. 3

Between

CITY OF TERRACE

and

CUPE LOCAL 2012


Re: Article 17.02 (.6)

The Parties agree that article 17.02 (.6) shall apply to the current employees in the Workshop or Environmental Health Branch.


New employees or current employees moving into the Workshop or Environmental Health Branch, shall not be eligible for this premium.

Signed this 11th day of December, 1998.

FOR THE CITY:


_____

FOR THE UNION:


_____

LETTER OF UNDERSTANDING NO. 4

Between

CITY OF TERRACE

and

CUPE LOCAL 2012

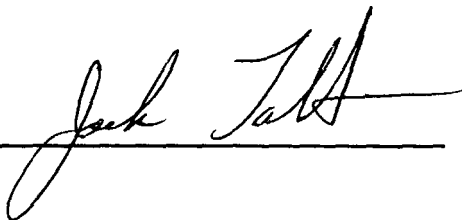
Re: Job Classifications


The City shall provide to the Union by May 31, 1997 job descriptions for all the jobs which have numerical increment designations. These job descriptions shall clearly show the qualifications and/or experience necessary to move from one designation to another and shall indicate whether the progression is automatic or by posting only.

The Union shall be afforded the opportunity to respond.


Signed this 11th day of December, 1998.

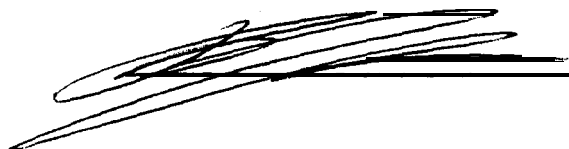
FOR THE CITY:





FOR THE UNION:





||

LETTER OF UNDERSTANDING NO. 5

Between

CITY OF TERRACE

and

CUPE LOCAL 2012

Re: Change of Shift Public Works Department - Schedule A Employees

Under special circumstances, for the duration of this collective agreement, the parties may agree to change shifts to hours other than those set out in Article 9. The Union shall not unreasonably withhold agreement if the following criteria are met:

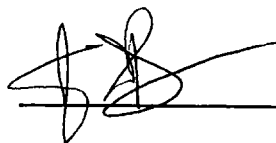
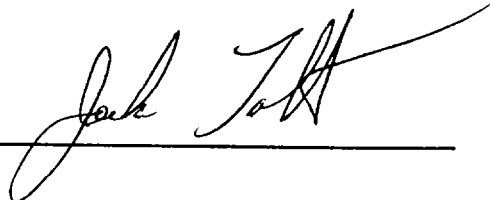
1. The shift change shall be for a specified duration (number of days or duration of job).
2. An employee shall not lose any shift premium(s) to which he would have been entitled if the shift change had not taken place.
3. An employee shall be entitled to any shift premium(s) generated by the new shift, but shall not be pyramided with (2) above.
4. All other articles of the collective agreement apply.

Note: Call out does not apply.

Signed this 11th day of December, 1998.

FOR THE CITY:

FOR THE UNION:



Please complete this part and forward
with copy of collective agreement to:
Workplace Information Directorate
Collection of Agreements Unit
Labour Branch
Human Resources Development Canada
Hull, Quebec
K1A 0J2

File: 0737207

Number of employees
covered by the agreement.

90

Males

Females

Canada