

SOURCE	Union
EFF.	23/03/01
TERM.	25/12/31
No. OF EMPLOYEES	80
NOMBRE D'EMPLOYÉS	80

7.0  
p. 0

AGREEMENT BETWEEN

**THE CORPORATION OF THE CITY OF NELSON**  
(hereinafter referred to as the "City")

PARTY OF THE FIRST PART

AND

**THE NELSON CIVIC EMPLOYEES UNION, LOCAL 339**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES (CLC)**  
(hereinafter referred to as the "UNION")

PARTY OF THE SECOND PART

March 1, 1993 - December 31, 1995

0955302

## CONTENTS

DEFINITIONS . . . . .	1
ARTICLE 1 - RECOGNITION OF THE UNION . . . . .	3
ARTICLE 2 - MANAGEMENT RIGHTS . . . . .	6
ARTICLE 3 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES . . . . .	7
ARTICLE 4 - DISCUSSION OF DIFFERENCES . . . . .	9
ARTICLE 5 - GRIEVANCE PROCEDURE . . . . .	10
ARTICLE 6 - BOARD OF ARBITRATION . . . . .	12
ARTICLE 7 - SENIORITY . . . . .	13
ARTICLE 8 - JOB DESCRIPTION, POSTING, VACANCIES & APPOINTMENTS . . . . .	21
ARTICLE 9 - LEAVE OF ABSENCE . . . . .	24
ARTICLE 10 - HOURS OF WORK, OVERTIME AND WAGES . . . . .	27
ARTICLE 11 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS . . . . .	31
ARTICLE 12 - GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT	34
ARTICLE 13-SICKLEAVE . . . . .	39
ARTICLE 14 - MATERNITY LEAVE . . . . .	41
ARTICLE 15 - BENEFITS AND HEALTH CARE PLANS . . . . .	42
ARTICLE 16-SAFETY . . . . .	44
ARTICLE 17 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDUM . . . . .	46
ARTICLE 18-VARIATIONS . . . . .	47
ARTICLE 19 - PRINTING OF AGREEMENT . . . . .	48
ARTICLE 20 - EFFECTIVE AND TERMINATING DATES . . . . .	49
SCHEDULE "A" - Hourly Pay Rates . . . . .	50
SCHEDULE "B" - Pay Grade Classification . . . . .	51
SCHEDULE "C" - Working Schedules . . . . .	54
LETTER OF UNDERSTANDING - Joint Exemption . . . . .	59
LETTER - Joint Exemption from Public Sector Restraint Act . . . . .	60
LETTER OF UNDERSTANDING - Classifications . . . . .	61

## DEFINITIONS

"Casual Employee" shall mean any employee hired on an intermittent basis. Casual employees shall be entitled to seniority and other benefits as specified when they have completed sixty-five (65) days worked within a twelve (12) month period.

"Day" shall mean a 24 hour consecutive period, normally beginning at 12:01 a.m., and shall mean a calendar day unless otherwise specified in this contract.

"Employees" as used in this Agreement shall mean all employees employed in those classifications listed in Schedules "A", "B" and "C" of this Agreement.

### "Employees Status"

#### Casual Employees

A casual employee shall mean any employee hired on an intermittent basis. Casual employees shall be entitled to seniority and other benefits as specified when they have completed ninety (90) days worked within a twelve (12) month period.

#### Regular Full-Time Employees

A regular full-time employee is one who works regularly scheduled full-time shifts. Any employee who accumulates 70 or more hours in a two week pay period shall be considered a regular full-time employee. These employees accumulate seniority and are entitled to all benefits outlined in this Agreement.

#### Regular Part-Time Employees

A regular part-time employee is one who works regularly scheduled shifts but does not work the scheduled hours of a full-time employee. These employees accumulate seniority and are entitled to all benefits outlined in this Agreement, except as otherwise stated herein.

#### Temporary Employees

Employees hired for a specific period of time (not to exceed five (5) consecutive months in any one year). These employees shall accumulate seniority and other benefits of this Agreement, except as otherwise stated herein. On completion of the temporary position, all seniority shall cease.

Month shall mean a period of thirty (30) or thirty-one (31) days except the month of February which shall be twenty-eight (28) days or twenty-nine (29) days each leap year.

Service Date referred to in this Agreement shall mean first day hired.

Week shall mean the regular working week constituting forty (40) hours, eight (8) hours per day, or thirty-five (35) hours, seven (7) hours per day.

Year shall mean a period of twelve (12) months from one given date to another.

## **ARTICLE 1 - RECOGNITION OF THE UNION**

### **Section 1 - Sole Bargaining Agency**

- 1.01 The City recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent with respect to any and all matters affecting the relationship between the Parties to this Agreement, looking forward to a peaceful and amicable settlement of any difference that may arise between them.

### **Section 2 - Union Security**

- 1.02 Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union within thirty (30) days of the start of employment. Each employee shall, as a condition of continued employment, be a member in good standing in the Union according to the Constitution and By-laws of the Union.

### **Section 3 - No Discrimination**

- 1.03 The City agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, or marital status, nor by reason of membership in labour union.

### **Section 4 - No Strikes or Lockouts**

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

## Section 5 - Managerial Exclusions

- 1.05 Without restricting the generality of the foregoing Sections, it is agreed that the following positions shall be excluded from the terms of this Agreement:
- City Administrator
  - City Clerk
  - City Treasurer
  - City Accountant
  - Deputy City Clerk
  - Executive Secretary- Administration
  - Executive Secretary - Finance
  - Executive Secretary - Police Department
  - Office Manager - Finance Department
  - Downtown Development Officer
  - Fire Chief
  - Deputy Fire Chief
  - Police Chief
  - Director of Works and Services
  - Works and Utilities Superintendent
  - Works Foreman
  - Utilities Foreman
  - Electrical Superintendent
  - Assistant Electrical Superintendent
  - Parks and Recreation Facilities Superintendent
  - Building Inspector
  - Power Plant Superintendent
  - Garage and Transit Superintendent

## Section 6 - Union Check-Off and induction

- 1.06 The City agrees to the four (4) weeks check-off of all Union Dues, Assessments, Initiation Fees and written assignments of amounts equal to Union Dues.
- 1.07 The City shall, during the life of this Agreement, deduct as a condition of employment as sum equivalent to dues as set by the Union from the pay due each four (4) weeks to each employee and remit the same to the Financial Secretary of the Union in the month following in which such deductions are made. Each employee shall provide as a condition of employment a signed written assignment of dues to the Union substantially in the form contained in Section 10 of the Labour Code of B.C.
- 1.08 The City will at the time of making such remittances enclose a list of such employees from whose pay cheque such deductions are made.

- 1.09 The City agrees to acquaint new employees with the fact that a Collective Agreement between the Parties is in effect and with the conditions of employment and providing the new employee an opportunity to meet with the Union Steward(s) on or shortly after employment.

Section 7 - Shop Stewards

- 1.10 The City agrees that the Union shall have the right to appoint or elect Union Stewards from each Department of the City and the Union agrees to advise the City, in writing, of these appointments,

Section 8 - Bulletin Boards

- 1.11 The City shall provide Bulletin Boards in all shops and offices upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Such Bulletin Boards shall be placed in a prominent place for all employees to see.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **Section 1 - Direction of Work Force**

- 2.01 The Management of the City's business and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the City, except as may be otherwise specifically provided in this Agreement,
- 2.02 The Union agrees that the City has the right to make and alter from time to time, as the necessity arises, rules and regulations to be observed by all employees, which rules, regulations and/or amendments shall not be inconsistent with the provisions of this Agreement, **All** employees shall be given a copy of these rules.
- 2.03 **All** rules, regulations and/or amendments shall be communicated in writing to the Union.
- 2.04 The selection of Managerial/Supervisory staff shall be entirely a matter for the discretion of the City.
- 2.05
- (a) The City agrees to maintain a minimum staff level of **69** regular full time employees to carry out the works or services presently performed or hereinafter assigned to the bargaining unit. For the purpose of clause (d) of this Section, employees receiving W.C.B. or are on short term illness leave, are included in the minimum number of regular full time employees calculated under this clause.
  - (b) In the event of a loss of municipally provided services as a result of decisions or takeover's by senior governments or other agencies, the minimum staff level in Section 2.05(a) shall be reduced proportionately to the number of which are reduced or eliminated as a result of the decision or takeover by the senior government or other agencies.
  - (c) The City shall notify the union a minimum of **30** calendar days in advance of any final decision to contract out or transfer an work or services performed or hereafter assigned to the bargaining unit.
  - (d) Except as provided in Section 2.05 (b) herein, in the event that the City drops the level of staff below the agreed minimum of 2.05 (a), all wages attached to these positions shall be folded evenly into the remaining bargaining unit positions for the period such level is reduced.



## **ARTICLE 3 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

### **Section 1**

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

#### 3.02 **Notification of Changes**

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

#### 3.03 **Technological Displacement**

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

#### 3.04 **Displacement**

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

#### 3.05 **Training Programs**

The City, after consultation with the Union may, instead of releasing an employee due to technological change, retrain the employee for another position for such period of time as the City sees fit. The City will assume the cost of such retraining. After the period of training, the employee shall have three (3) months probation in his new position.

3.06 If an employee who is displaced by technological change is retrained for, or takes a position with the City that is at a lower rate of pay, he/she shall be entitled to only one-half (1/2) of the pay increases given to the new position.

3.07 Severance Pay

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

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

3.09 The amount of severance pay entitlement to an employee pursuant to this Article shall be as follows:

One (1) month's pay at regular rates for each three (3) full years of service completed by the employee, PROVIDED HOWEVER, that the severance pay shall not be less than one (1) month's pay or more than three (3) months' pay.

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

3.11 No New Employees

No additional employees under this Article shall be hired by the City until the provisions of Article 3.05 have been met.

## **ARTICLE 4 - DISCUSSION OF DIFFERENCES**

### **Section 1 - Committee on Labour Relations/Grievances**

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

### **Section 2 - Union General Grievance Committee**

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

### **Section 3 - Grievance Investigations and Meetings**

- 4.03 The City agrees that time spent in investigating and settling disputes during working hours involving its employees by the Union Steward(s) shall be considered as time worked. The Union agrees to forward to the City a written list of the names of such Steward(s) and of replacement thereto.
- 4.04 The City agrees to grant time off with pay during any working day to Officers of the Union in order to attend meetings with representatives of management of the City, provided that notice be given to his/her immediate supervisor by the Officer(s) of the Union so requesting the time off. The Union shall supply the City with a written list of names of its Officers for this purpose and inform the City of any changes to this list.
- 4.05 In order that the work of the City shall not be unreasonably interrupted, no Steward shall leave his/her work without obtaining the permission of his/her supervisor, which permission shall be given within an hour.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

### **Section 1**

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

5.02 **Stage 1**

Within Thirty (30) working days of learning of the grievance, the employee or employees concerned, with their Union Steward in attendance or Union General Grievance Committee, shall endeavour to settle the dispute with the immediate Supervisor, Failing to reach a satisfactory settlement of the dispute within one (1) day after its submission, the dispute may be referred to Stage 2.

5.03 **Stage 2**

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

5.04 **Stage 3**

The employee or employees concerned, with their Union Steward or Officer in attendance, shall meet with the City Administrator and shall submit the grievance, in writing. Failing to reach a satisfactory settlement of the dispute within three (3) days after submission to the City Administrator, the dispute may be submitted to Stage 4.

5.05 **Stage 4**

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

5.06 Stage 5

The dispute shall be submitted to a Board of Arbitration.

**All** replies to grievances shall be in writing at all stages commencing with Stage 3.

5.07 Time Limits

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

5.08 Where a dispute involves a question of general application, the City and the Union may agree to bypass Stages 1 and 2.

Section 2 - Policy Grievance

5.09 The City shall have the right to submit any dispute regarding the interpretation of or violation of this Agreement to the Executive Officers of the Union, Failing a satisfactory settlement within five (5) days notice in writing to the Union, to refer the dispute to a Board of Arbitration constituted in accordance with Article 6.

## **ARTICLE 6 - BOARD OF ARBITRATION**

### **Section 1 - Composition of Board**

**6.01** Should the Committee on Labour Relations/Grievances and the Union General Grievance Committee fail to settle any difference, grievance or dispute whatsoever arising between the City and the Union, or the employee(s) concerned, such difference, grievance or dispute shall be referred to a Board of Arbitration.

**6.02** The Board of Arbitration shall consist of three (3) members: one (1) to be selected by the City; one (1) to be selected by the Union; and a third mutually acceptable person who shall act as Chairman, to be chosen by the two persons thus selected.

In the event that the City and the Union are unable to agree upon the selection of the third member of the Board, the Minister of Labour shall be requested to appoint such member.

**6.03** The decision of the Board of Arbitration, with respect to an interpretation or alleged violation of this Agreement, shall be final and binding upon the Parties.

### **Section 2 - Expenses of Arbitration Board**

**6.04** Each Party shall bear the expenses of the arbitrator appointed by such Party, and shall pay one half (1/2) of the expenses of the Chairman.

## **ARTICLE 7 - SENIORITY**

### **Section 1 - Calculation of Seniority**

7.01 Seniority is defined as the length of service in the bargaining unit and shall operate on a bargaining unit wide basis unless specified elsewhere in this Agreement.

7.02 In the event that the City shall merge, amalgamate or combine any of its operations or functions with another employer, the City agrees to the retention of seniority rights for all employees with the new employer.

#### **7.03 Regular Permanent Employees**

Following the probationary period, seniority credits shall commence from the service date of the employee and shall govern in all areas of this Agreement. For part-time employees, in the case of promotions, demotions and lay-offs, seniority shall be calculated on the number of hours worked from the service date of the employee.

#### **7.04 Temporary Employees**

Following the probationary period, seniority credits shall commence from the service date of the employee, except in the case of promotions, demotions and lay-offs, when seniority shall be calculated as the number of hours worked since the service date of the employee.

#### **7.05 Casual Employees**

On completion of sixty-five (65) worked within a twelve (12) month period, casual employees shall have their seniority credits accrued since their service date, banked for the purpose of being considered for the categories stated above.

## Section 2 - Seniority Lists

- 7.06 The City shall maintain separate seniority lists for each category of employee based on the foregoing. The list shall show for permanent regular employees, the date upon which each employee's service commenced and for part-time employees, the number of hours accrued since the commencement of the service date.
- (a) Temporary employees, the service date and the number of hours from the commencement of the service date.
  - (b) Casual employees shall be added to the list based on the number of hours accrued since the service date.
  - (c) The list shall be updated annually and forwarded to the Union and will be posted on all bulletin boards during the month of January each year.

## Section 3 - Probationary Period

- 7.07 From the date of hiring, employees shall be on probation for a period of sixty-five (65) working days. During this period, employees shall be entitled to all rights and benefits, unless otherwise specified in this Agreement.

## Section 4 - Promotions, Transfers, Demotions

- 7.08 The City agrees that seniority shall be the determining factor in all cases of promotion, demotion or transfer, where competency, efficiency, ability and qualifications of competing employees are equal. The City shall determine competency, efficiency, ability and qualifications in a fair and equitable manner.
- 7.09 If a regular employee is promoted or transferred to a job within the bargaining unit, the employee shall be considered a qualifying employee in his/her new job for a period of sixty (60) days. An employee promoted or transferred shall be declared permanent in his/her new position conditional upon satisfactory service.



7.10 In no instance during the qualifying period shall an employee lose seniority, however if an employee has been promoted or transferred and during the aforementioned ninety (90) days is found unsatisfactory or if the employee is unable to perform the duties of the new job classification, then the promoted or transferred employee shall be returned to his/her former position, wage or salary rate without loss of seniority and any other employee hired, promoted or transferred because of the rearrangement of jobs, shall be returned to his/her former position, wage or salary rate without loss of seniority.

7.11 (a) In cases of promotion requiring higher qualification or certification, the City shall give consideration to employees who do not possess the required qualification but are preparing for qualification prior to filling of a vacancy. Such employees will be given an opportunity to qualify within six (6) months unless a longer period of time is agreed to by both Parties, and to revert to their former positions if the required qualifications are not met within such time.

(b) The City will inaugurate and maintain a system of on the job training so that employees shall have the opportunity of receiving training and qualifying for promotions. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during regular working hours by working together with senior employees for temporary periods, without affecting the salary or pay of the employees concerned. On the job training shall only take place when the senior employee is present and is instructing the trainee. Where competency, efficiency and ability are equal, seniority shall be the determining factor where two or more employees request training for the same position.

7.12 Where an employee is promoted to a new position as a result of job training program as set out in Article 9.08 of this Agreement, he/she shall retain all previous seniority with the City, accumulated in any other Department.

7.13 Where the employee is temporarily assigned to perform the duties of a higher classification, such employee shall retain his/her normal classification even though receiving higher pay during the time he/she is performing functions in the higher classification.

## section 5 - Job/Position Classification Changes

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

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

## Section 6 - Transfers

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

7.16 An employee temporarily transferring to a position with a lower rate of pay, than his/her present rate of pay will continue to receive his/her present rate of pay for the duration of the temporary transfer.

7.17 If an employee is transferred to a temporary position outside of the bargaining unit, he/she will be notified in writing, copied to the Union, of the duration of the temporary period, The employee so transferring shall retain his/her seniority accumulated up to the date of leaving the bargaining unit, but will not accumulate any further seniority. The employee may elect to return or be returned to the bargaining unit during a period of sixty (60) days. If the employee elects to return or is returned to the bargaining unit by the City, such employee shall be placed in a job consistent with his/her seniority, however, his/her return shall not result in the lay-off or bumping of an employee holding greater seniority.

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

7.19 Transfers extending beyond the sixty (60) day time limit and/or where no agreement can be reached to extend the period, or for a duration greater than sixty (60) days, shall be considered as a permanent transfer.

7.20 Notwithstanding any of the foregoing, no employee shall be transferred to a position outside of the bargaining unit without his/her consent.

- 7.21 The Union shall be notified of all appointments, hiring, lay-offs, rehiring, and terminations of employment.

#### Section 7 - Special Skills Transfers

- 7.22 The City will post any training courses and/or any special assignments for which employees may be selected. The posting shall be posted for a period of one (1) week to afford all interested employees an opportunity to apply for such training.

#### Section 8 - Reduction of Work Force

- 7.23 Both parties recognize that job security shall increase according to the length of service with the City. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of seniority and classification. Employees about to be laid off will be allowed to exercise their seniority to bump an employee with less seniority in any classification provided they are capable of performing the job. Employees wishing to exercise their bumping rights must do so within three (3) working days of being notified of their layoff. An employee about to be laid off shall be entitled to one (1) hour off with pay to determine his eligibility to bump into another position. In the event that an employee is refused a bump into another position, the employee shall be advised in writing of the reasons for such refusal.

- 7.24 The City agrees to continue to pay the premiums of the approved medical insurance plan for laid-off employees for a period of three (3) months. In the event of a long lay-off, employees so affected will be given the right to continue their coverage through direct payments, as provided by the medical plan currently in effect. The City shall not be required to make any such payments where an employee is elsewhere employed during any such periods of lay-off.

#### 7.25 Advance Notice of Lay-off

The City shall notify all regular permanent employees who are to be laid off, in writing, fourteen (14) days prior to lay-off. In lieu of notice, severance pay in an amount equivalent to the period of written notice required shall be paid to the employee,

Section 9 - Recall Procedure

- 7.26 Subject to their ability to perform the work of the/a classification, employees shall be recalled to order of their seniority. The City shall notify the employee(s) by registered mail and wherever possible shall give ten (10) days notice of the recall.
- (a) An employee recalled for casual work or employment of short duration a time when he/she is employed elsewhere shall not lose recall rights as per Article 7.26 for his/her refusal to return to work.
- 7.27 Laid off employee(s) failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail, shall be considered to have abandoned their right to re-employment. Employee(s) requiring to give two (2) weeks notice to another Employer shall be deemed to be in compliance with the seven (7) day provision.
- 7.28 Laid off regular employees shall retain their seniority accumulated up to the time of lay-off, for a period of six (6) months and shall be rehired, if the employee possesses the capability of performing the duties of the/a vacant job, on the basis of last-off first-on.

Section 10 - Seniority Miscellaneous

7.29 No New Employees

No new employee(s) shall be hired, until those laid off employees have been given an opportunity to recall, subject to their ability to perform the work of the/a classification.

7.30 Loss of and/or Continuing Seniority

An employee shall not lose accrued seniority rights because of his/her absence from work due to:

Sickness	Accident
Lay-off	Approved Leave of Absence

however, employees shall lose seniority in the event that:

- (a) he/she is dismissed for just cause and is not reinstated;
- (b) he/she resigns in writing and does not withdraw the resignation within two (2) days;
- (c) he/she is absent from work for a period of seven (7) working days without sufficient cause and/or without notifying the City, unless such notice was not reasonably possible;
- (d) he/she fails to return to work within seven (7) calendar days following a recall notice after a lay-off, unless the employee(s) is/are indisposed due to sickness or other justifiable causes;
- (e) he/she is laid off for a period longer than six (6) months.

Employees who are off work on approved sick leave, Workers' Compensation or approved Union leave, shall continue to accrue seniority with the City during such absence.

7.31 Union Leave/Business

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

7.32 Grievance of Lay-off and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Stage 3 of the Grievance Procedure.

/.33 **An** employee covered by this Agreement who has given good and faithful service to the City, and who, through advancing years or temporary disablement is unable to perform his regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which he is assigned.

## **ARTICLE 8 - JOB DESCRIPTION, POSTING, VACANCIES & APPOINTMENTS**

### **Section 1 - Job Description**

- 8.01 (a) The City agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent, These descriptions shall be presented to the Union and shall become the recognized job descriptions, unless the Union presents written objection within thirty (30)days.
- (b) If the Union presents written objection to a job description presented to it by the City within thirty (30) days, the contentious job description shall be referred to a Joint Classification Committee comprised of two (2) representatives from the City and two (2) representatives from the Union to resolve the difference. If the Classification Committee is unable to resolve the difference, then it shall be submitted to Arbitration pursuant to Article 6.
- (c) A Sub-Committee of the City and the Union will meet to resolve the scheduling of the City transit operations with regard to the fifteen minute coffee breaks.

8.02 When there is a change in any classification, or the duties of a classification, and/or the rate of pay, or when any position not covered by Schedule "A" is established during the life of this Agreement, the classification and/or the rate of pay of the job in question shall be subject to negotiations between the City and the Union. The new rate shall become retro- active to the time the position was filled by the employee,

### **8.03 Changes in Classification**

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

8.04 Elimination or Change of Classification

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

Section 2 - Job Posting

8.05 When a vacancy has occurred or is created inside of the bargaining unit, or an employee is on holiday prior to retirement, the City shall, within fourteen (14) days of the vacancy, post notice of the position on all Union bulletin boards and the City's place of business for a minimum of seven (7) calendar days, so that all members will be aware of the vacancy; or alternatively advise the Union within the same fourteen (14) days after the occurrence of the vacancy that the position will not be posted. If, after posting the position, no employees express an interest in filling the vacancy, the City may advertise and seek an employee from outside the bargaining unit.

8.06 Information of Posting/Vacancy

Such notice shall contain the following information:

Nature of position, qualifications, skills, knowledge and education required, shift, wage or salary rate of range and the closing date for applications to the position.

The City will ensure that all postings are open to both male and female applicants and that qualifications are not established in a discriminatory manner.

Section 3 - Processing and Filling of Vacancies/Appointments

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

8.08 The employee shall be considered as a qualifying employee in his/her new position for a period of ninety (90) days as per Article 7.07.



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

## **ARTICLE 9 - LEAVE OF ABSENCE**

### **Section 1 - Unpaid Leave - General**

9.01 The City shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the City.

#### **9.02 Union Leave**

Provided the City's operational needs are met, provided reasonable notice is given and provided there is no cost to the City, leave of absence without pay and without loss of seniority shall be granted upon request to the City to employees elected or appointed to represent the Union at Union conventions, conferences and seminars. Such time shall not exceed a total of fifty (50) man-days in any one year. The City agrees to pay employees on Union leave as if they are working, and the Union agrees to reimburse the City for the expense of this leave.

9.03 Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, other than City offices, shall be granted leave of absence without loss of seniority by the City for a period of one year. Such leave shall be renewed of each year during his/her term of office.

#### **9.04 Collective Bargaining Leave**

The City agrees that, where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the City, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

9.05 Compassionate Leave

In the case of the death of a parent, wife, husband, common-law spouse, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law, an employee shall be granted leave of absence without loss of pay on the following basis:

- (a) Where such death occurs within the boundaries of the Regional District of Central Kootenay and the Regional District of Kootenay Boundary, such leave shall be three (3) days;
- (b) Where such death occurs outside the boundaries of the Regional District of Central Kootenay and the Regional District of Kootenay Boundary, one additional day shall be granted, where the employee attends the funeral.

9.06 Pallbearer Leave

One half (1/2) day leave with pay shall be granted an employee to attend a funeral as a pallbearer.

9.07 Educational Leave

The City agrees to pay the full cost of any course of instruction required by the City for any employee to better qualify the employee to perform his/her job. Such payment shall be made upon successful completion of the course.

9.08 Medical Care Leave

Employees shall be allowed up to three (3) days per annum to engage in personal or immediate family members preventive medical/dental health care, provided that such days be used from the employees' sick leave credits. The employee shall furnish the City proof of Medical Care leave on request. Additional days may be granted by the employer for special or emergent circumstances for appointments made outside the boundaries of the Regional District of Central Kootenay or the Regional District of Kootenay Boundary.

9.09 Jury and/or Court Leave

**An** employee who is subpoenaed by the Crown for jury duty or **as** a witness for the Crown, shall continue to receive his/her regular pay. The employee shall turn over to the City any monies he/she receives from the Crown on the days he/she is normally scheduled to work, providing that this does not exceed his/her regular pay rate.

## **ARTICLE 10 - HOURS OF WORK, OVERTIME AND WAGES**

### **Section 1 - Hours of Work**

- 10.01 The regular working week for all outside employees covered by this Agreement shall constitute forty (40) hours per week for regular full time employees, except for those special shifts and classifications as provided in Schedule "C" of this Agreement.
- 10.02 The regular working week for all office employees covered by this Agreement shall constitute thirty-five (35) hours per week.

### **Section 2 - Shift Work**

- 10.03 For purposes of this Agreement:
- (a) Day Shift for outside employees shall be any regular shifts starting at or after 7:00 a.m. and ending by or before 3:15 p.m. of the same day.
  - (b) Winter Day Shift for inside office employees shall be any regular shift starting at 8:45 a.m. and ending at 5:00 p.m. with one and one-quarter (1 1/4) hours off for lunch.
  - (c) Summer Day Shift for inside office employees shall be any regular shift starting at 8:00 a.m. and ending at 4:00 p.m. with one (1) hour for lunch, June 1 to August 31.
  - (d) Afternoon Shift for outside employees shall be any regular shift ending between 5:00 p.m. and midnight of the same day.
  - (e) Night Shift for outside employees shall be any regular shift in which work is done between midnight and 7:00 a.m.
- 10.04 The City shall have the right to institute a shift schedule inclusive of Saturday and Sundays, provided that such shifts are regularly scheduled and established for a period of two (2) consecutive weeks worked, or more. Employees working such scheduled shifts shall receive two (2) consecutive days of rest in each work week.

10.05 The provisions of Article 10, Section 4 shall not apply in respect to such shifts provided that any employee working his/her scheduled days of rest shall receive overtime rates as set out in Section 4 of Article 10 of this Agreement.

### Section 3 - Shift Premiums

10.06 Employees assigned to work on afternoon or night shift shall receive a shift premium of forty (40)cents per hour in addition to their regular rate of pay.

10.07 Employees assigned to work regular day shift shall be entitled to receive a shift premium of forty (40) cents per hour only when such hours extend beyond the regular day shift hours specified in Section 2, Article 10, Clause 10.03 (a)

#### 10.08 Weekend Shift Premium

All regular, permanent employees shall receive an additional forty (40)cents per hour for working on Saturday and/or Sunday.

### Section 4 - Overtime

#### 10.09 Overtime Defined

All time worked before or after the employee's regular shift, the employee's **regular work week**, or, on a holiday shall be considered overtime.

10.10 Overtime shall be paid for at the rate of time and one half (1 1/2) for the first two (2) hours in any day or shift and double (2x) time thereafter.

10.11 All time worked on Saturday shall be paid for at one and one-half (1 1/2) the standard rate of pay for every hour worked. All time worked on Sunday and holidays shall be paid for at double the standard rate of pay for all hours worked. Any employee who is required to work on a holiday shall be paid at the rate of double his standard rate of pay for every hour worked in addition to his regular holiday pay.

## 10.12 Overtime Book

Overtime shall be paid for in wages or in compensating time off. The employee shall indicate to his/her supervisor at the time the overtime is requested and/or performed, whether he/she will be taking the overtime as a cash pay-out or in compensating time off.

- (a) Compensating time off may be credited in the employee's overtime bank to a maximum accumulation of one hundred (100) hours.
- (b) Reasonable opportunity shall be given to all employees to use their booked overtime, provided the City's operational needs are met, provided reasonable notice is given and provided there is no cost to the City. PROVIDED HOWEVER that all overtime books must be cleared by March 31 of the calendar year following the calendar year in which the overtime was earned.
- (c) The City shall have the right to require an employee to use his booked overtime from the previous calendar year between January 1st and March 31st. Where the City does not exercise this right, all unused credits shall be paid out at the employee's current rate of pay, on the first pay period commencing after the March 31st clearing date.

## Section 5 - Call-Back

- 10.13 Every employee who is called out and required to work outside his/her regular work hours shall be paid a minimum of four (4) hours at overtime rates.
- 10.14 Overtime and call-back time shall be divided equally among the employees engaged in similar types of operations and who are qualified to perform the work that is available.
- 10.15 There shall be no extended amount of overtime worked in any operation while there are employees on lay-offs in the same or similar types of operation, and qualified to perform the available work.

Providing funds are available, the City will make every reasonable effort to provide training for all interested staff to work in positions that have historically had above normal overtime.

section 6 - Stand-By/On-Call

10.16 An employee engaged in stand-by emergency duty shall receive, in addition to his/her normal wage, a bonus of fifteen (\$15.00) dollars per week together with overtime pay for calls made, other than during the hours of the normal work week, When a holiday falls within the week of duty, the employee so engaged shall be paid an additional ten (\$10.00) dollars per holiday.

Section 7 - Wages

10.17 The City of Nelson shall pay wages to its employees in accordance with Schedules "A" and "B", attached hereto and forming part of this Agreement.

10.18 The City shall pay salaries and wages every second Friday, The pay period for hourly rated employees will terminate on the Friday previous to the pay day. On each pay day, each employee shall be provided with an itemized statement of his/her wages and deductions.

Section 8 - Job Classification Committee

10.19 The City and the Union agree, in the case of the creation of any job which may hereafter change sufficiently to warrant reclassification, to apply the relevant base rate to such job, which shall be determined by a Job Classification Committee that shall be composed of equal representation from both the City and the Union.

Section 9 - Wage Differentials

10.20 Any employee required in the course of his/her work to come into direct contact with bitumen, hot asphalt mix, live sewerage, or raw garbage shall be entitled to an increase in pay of forty (40)cents per hour while actually actually so employed.



## **ARTICLE 1 ■ - STATUTORY HOLIDAYS AND ANNUAL VACATIONS**

### **Section 1 - Statutory Holiday**

11.01 (a) Employees shall be entitled to eleven (11) Statutory Holidays and such other holidays as may be proclaimed or declared by either the Federal, Provincial or Local Governments.

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

(b) A regular part-time employee shall be paid the average of his daily earnings based on a five (5) day work week, exclusive of overtime, for the days he has worked in the four (4) week period immediately preceding the week in which the general holiday occurs. PROVIDED HOWEVER that an employee who has not earned wages or performed work in respect of eight (8) of the last thirty (30) calendar days before a general holiday, shall not be entitled to be paid for such holiday.

(c) For the purpose of Clause (b) above, general holiday pay shall be calculated by taking the number of days worked or portion thereof, divided by twenty (20) and multiplied by the average daily rate.

11.02 Statutory Holidays shall be paid at the rate of one (1) day's wages provided that the employee works the scheduled day previous to such holiday and the scheduled day following such holiday. IN the event of illness or accident on any of the scheduled days prior to or after the holiday during the period of time employed, the employee will be required to present to his/her supervisor a medical proof of the occurrence of illness/accident. This Clause shall also apply to those employees who have received permission from their immediate supervisor or foreman to be absent on the scheduled day prior to and/or after the holiday.

11.03 When any of the Statutory Holidays listed in Section 1 fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday. Calculations, however, for the Statutory Holiday shall remain the actual calendar date.

- 11.04 An employee who is not scheduled to work on any of the Statutory Holidays listed in Section 1, shall receive holiday pay equal to one (1) day of pay.
- 11.05 When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time arranged by mutual agreement.
- 11.06 When any such holiday falls during an employee's vacation with pay, and he/she would have become entitled to pay for such a holiday not worked, had the employee not been on vacation, he/she shall receive an additional day of vacation with pay in lieu thereof.

## Section 2 - Annual Vacation

### 11.07 Entitlement

All employees shall be credited for and granted vacations earned up to their anniversary date as follows:

Three (3) weeks after one (1) year  
Four (4) weeks after five (5) years  
Five (5) weeks after ten (10) years  
Six (6) weeks after twenty (20) years

- 11.08 An employee leaving the service at any time in his/her vacation year before he/she has had his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. When an employee dies, his/her estate shall be credited with the value of vacation credits owing him/her.

### 11.09 Vacation Pay

For the purpose of computing vacation pay in this Article, the word "pay" shall mean remuneration for the entitled period of vacation, based on salary or hourly rates, whichever may apply (inclusive of differentials), received by the employee, for the major portion of the calendar month immediately prior to the vacation. Employees shall receive, on the last office day preceding commencement of their annual vacation, any pay cheques which may fall due during the period of their vacation.

- 11.10 Vacations must be taken before the anniversary date of the succeeding year, however, extensions to this time limitation must be of mutual agreement between the City and the Union.

- 11.11 Employees shall make application for vacation entitlement prior to February 28th each year. Subject to the operational requirements of that Department, annual vacations shall be awarded on the basis of Departmental seniority within the bargaining unit.
- (a) Employees shall make application for vacation entitlement prior to February 28th each year. Subject to the operational requirements of that Department, annual vacations shall be awarded on the basis of seniority with the bargaining unit.
- 11.12 (a) The City shall post a list of awarded vacation entitlement on all Union bulletin boards not later than March 15th each year. Employees failing to make application for vacation entitlement under this Article shall be assigned their vacation on a first come first serve basis; subject to the operational requirements of that Department.
- (b) Vacation entitlement will not be allowed for less than one (1) week periods, unless otherwise mutually agreed upon by both the City and the employee.

## **ARTICLE 12 - GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT**

### **Section 1 - Employment Abandonment and General Conditions of Employment**

#### **12.01 Employment Abandonment**

If an employee is absent from work for a period of seven (7) days without sufficient cause and fails to notify the Employer and/or communicate with the Employer, the employee will have been considered to have abandoned his/her employment, and shall be considered as having resigned from his/her position of employment.

#### **12.02 Employer Property**

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

#### **12.03 Badges and Insignia**

Employees shall be permitted to wear Union pins or badges.

#### **12.04 All employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of a shift, or as otherwise specified in Schedule "C".**

### **Section 2 - Disciplinary Procedure**

#### **12.05 The City shall have the right to establish a step discipline system to provide a uniform means of handling infractions of City rules and regulations and to facilitate concise record keeping procedures as well as to ensure the equitable progressive administration of discipline.**

#### **12.06 Whenever the Supervisor deems it necessary to censure an employee, the Supervisor shall have a Shop Steward in attendance and shall provide written notice of the incident in compliance with Article 12.07 and 12.08.**

- 12.07 (a) The City shall notify an employee in writing of any complaint against the employee by the City within five (5) working days of the City becoming aware of the event of the complaint, with a copy to the Union. Such written notice shall form a part of the employee's record. The notice shall include particulars of the work performance or incident which led to the dissatisfaction.
- (b) If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record for use against the employee at any time. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the City, whether or not it relates to the employee's work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's record. Nothing in this clause shall eliminate the City's right to immediate discipline of an employee when necessary.

12.08 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

- (a) The notice prescribed in Article 12.07 of this Agreement may be in the form of a written reprimand and shall be issued in the following manner:

White Notice - First written notice of incident,

Blue Notice - Second written notice of incident. This notice advises the employee that any further incidents may result in a more severe form of discipline.

Pink Notice - Notice advising of suspension, the reasons for the suspension and the terms thereof.

- (b) The City has the option of issuing as many white or blue notices as it feels may be required before proceeding to the pink notice of suspension depending on the seriousness of the incident.
- (c) The City will remove "white" and "blue" notices from the employee's file eighteen (18) months after issuance, provided however that the employee has had no reoccurrence of the incident that led to the issuance of the notice(s).
- (d) Where a written notice is issued to an employee under clause (a) above, such notice shall be distributed as follows:
- (1) One copy to employee involved.
  - (2) One copy to Union Shop Steward.
  - (3) One copy to Union Executive.
  - (4) One copy to the City.
  - (5) One copy to employee's personnel file.

- 12.09 An employee may be dismissed only for just cause and only upon the authority of the City. The Department Head may suspend an employee but shall immediately report such action to the City. When an employee is discharged or suspended, the employee shall be given the reason in the presence of a Shop Steward. Such employee and the Union shall be advised promptly in writing by the City of the reason for such dismissal or suspension. Just cause shall not include the refusal of an employee to cross the picket line of a legal strike or refusal to deal with any business establishment involved in a legal strike,
- 12.10 An employee considered to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article V, Grievance Procedure. Stages 1 and 2 of the Grievance Procedure shall be omitted in such cases.
- 12.11 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to the employees normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

### Section 3 - Legal Costs

- 12.12 Notwithstanding any disciplinary action for just cause under the terms of this Agreement, where any employee is found not guilty in any court of charges or lawsuits resulting from the performance of employees duties for the City, the City agrees to pay all reasonable legal costs in connection with employee's defence.

### Section 4 - Employee's Files

- 12.13 That reprimands be removed from employee files after eighteen (18) clear months from last occurrence. Employees will be granted access to their own personnel files.

### Section 5 - Transportation, Accommodation, Tools, Allowances

- 12.14 Employees using private automobiles at the request of the City to carry out their duties shall be paid a monthly allowance based on their estimated mileage at a rate of thirty-five (35) cents per mile.

The City agrees to replace broken or worn out tools of all employees classified as mechanics, carpenters and plumbers, upon presentation of the said tools by such employee to his/her supervisor for approval.

Where an employee has received financial assistance from the Federal Government for conversion to metric tools, the City agrees to pay fifty (50%) percent of the employee's remaining share of the cost up to a maximum of one hundred (\$100.00) dollars per employee.

Employees required to work more than six and one-half (6 1/2) consecutive hours in any day or shift shall be provided with a meal allowance by the City of nine (\$9.00)dollars effective March 1st. 1982.

#### Section 6 - Miscellaneous

- 12.18 The City agrees to install heaters in all equipment where practicable.
- 12.19 The City shall provide fire insurance covering the tools owned by employees and used in performance of their duties with the City.
- 12.20 Proper accommodations, including washrooms and dry room facilities shall be provided for employees to have their meals and keep their clothes.



## **ARTICLE 13 - SICK LEAVE**

### **Section 1**

#### **13.01 Sick Leave Definition**

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

#### **13.02 Sick Leave Credit**

**All** employees shall accumulate sick leave credits with pay on the basis of one and one-half (1 1/2) work **days** per month, cumulative up to a maximum of one hundred and fifty (150) days.

#### **13.03 Sick Leave Pay**

In the event of illness, an employee shall receive a full day's **pay** at his/her base rate (exclusive of all differentials) received by him/her on his/her last working day prior to such illness for each day lost by him/her from work.

#### **13.04 Proof of Illness**

An employee may be required, upon request of the City Administrator to produce a certificate from a duly qualified medical practitioner for any illness, certifying that such employee is unable to carry out his duties due to illness.

#### **13.05 Notice of Sick Leave**

Employee reporting sick shall advise their supervisors fifteen (15) minutes before going on their regular shift in the case of day shift employees, and four (4) hours before going on shift in the case of employees on afternoon or evening shifts in the Civic Centre and one (1) hour in other Departments.

#### **13.06** Employees reporting back from sick leave shall advise their supervisors at least fifteen (15) minutes prior to commencement of their regular shift.

section 2 - Sick Leave Records

- 13.07 A record of all unused sick leave will be kept by the City. Any employee is to be advised on application of the amount of sick leave accrued to his/her credit.

Section 3 - Payout of Sick Leave - Extension of Sick Leave and Miscellaneous

- 13.08 When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the City upon expiration of such leave of absence, etc., he/she shall not lose sick leave credit, if any, existing at the time of such leave or lay-off.

- 13.09 Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work by reason of illness at the termination of the period for which sick leave with pay is granted, for a length of time to be agreed upon by the two Parties.

13.10 Superannuation

All employees shall upon retirement, pursuant to the provisions of the Municipal Superannuation Act or in accordance with City policy, become eligible for and receive at the employee's current rate of pay the following percentage of their accumulated sick leave on the following scale:

After five (5) years of service, twenty (20%) percent and an additional two (2%) percent per year thereafter to a maximum of one hundred and fifty (150) working days.

13.11 Workers' Compensation

An employee prevented from performing his/her regular work with the City on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, shall receive from the City the difference between the amount payable by the Workers' Compensation Board and his/her regular salary, and his/her accumulated sick leave will be debited by an amount equal to that proportion not covered by the Workers' Compensation.

## ARTICLE 14 - MATERNITY LEAVE

- 14.01 Pregnancy shall not constitute cause for dismissal.
- 14.02 On completion of the probationary period an employee shall qualify for maternity leave and the City shall not deny the pregnant employee the right to continue employment during the period of pregnancy.
- 14.03 Employees shall be granted eighteen (18) weeks maternity leave of absence without pay, The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.
- 14.04 Should an employee require a longer period of Maternity Leave because of health reasons and/or complications, an extension up to a maximum of three (3) months will be granted on production of a Medical Certificate.
- 14.05 Employees shall retain full employment status and accumulate all benefits of this Agreement while on Maternity Leave.
- 14.06 After fifteen (15) weeks of absence covered by Unemployment Insurance provisions, an employee may choose to receive payment of normal weekly salary from her accumulated sick leave credits if applicable.
- 14.07 **An employee** shall **give** the City at least two (2) weeks notice/advice of her return to work after Maternity Leave of absence and she shall be returned to her former position. However, if her former position no longer exists, then she shall be placed in an equivalent position in her Department.

## ARTICLE 15 - BENEFITS AND HEALTH CARE PLANS

### Section 1 - Health Care Plans

#### 15.01 Superannuation

All eligible employees shall apply for coverage of superannuation in compliance with the Municipal Superannuation Act of British Columbia.

#### 15.02 Group Life Insurance Plan

Upon completion of the probationary period, all employees shall join the Group Life Insurance Plan provided by the City for two (2) times their annual salary, effective immediately, with a minimum coverage of thirty thousand (\$30,000.00) dollars up to the age of sixty-five (65) years. The City shall pay the actual cost of the premiums,

- 15.03 (a) The City shall contribute one hundred (100%) percent of the premiums of the recognized medical plan, including the Extended Health Benefit Plan. In the case of absence *for* illness, the City's contribution will be paid for a maximum of one (1) year from commencement of illness. Thereafter, and for the full period of any other authorized absence, the employee may pay the full premiums through the City, if he/she so desires.
- (b) The City shall pay one hundred (100%) percent of welfare provisions (i.e. Extended Health and Group Insurance) upon:
- (1) Retirement - Medical and Extended Health only;
  - (2) Total disability of employee in service:
    - Extended Health
    - Group Insurance to age 65 only
    - Extended Health coverage will be paid to the widow for a period of three (3) years in the event of death of employee in service.

15.04 Dental Plan

All eligible employees shall participate in a Dental Plan covering:

- 80% cost of Plan "A"
- 50% cost of Plan "B"
- 50% cost of Plan "C"

The premiums for this Plan will be shared between the City and the Employees as follows:

- |                        |  |
|------------------------|--|
| Effective June 1, 1981 | 50% paid by the City<br>50% by the Employees |
| Effective Jan. 1, 1983 | 75% paid by the City<br>25% by the Employees |

15.05 Long Term Disability

All eligible employees shall be enrolled in the Long Term Disability Plan 100% employee paid. While on long term disability an employee shall continue to accrue seniority and benefits, excluding sick leave, for a period of up to two years.

Section 2 - Qualifications for Benefits

- 15.06 It is hereby mutually agreed that the same conditions of eligibility and termination also shall apply to the employee participants in the Group Insurance Plan as with the approved Medical Insurance Plan. It shall be a condition of employment for each and every employee/member of Local Union No. 339 to join the Group Insurance Plan as soon as eligible.
- 15.07 The City agrees to pay one hundred (100%) percent of the cost of the monthly premiums for a period of three (3) months for laid off employees. However, the City shall not be required to make any such payments where an employee is elsewhere employed during any such period of lay-off.
- 15.08 After the three (3) months' period has elapsed, laid off employees may still participate in the Plan, but the total monthly premium cost must be borne by the employee concerned and coverage cannot continue beyond a further three (3) months, so that unless a laid off employee is reinstated in his/her employment within a total period of six (6) months, he/she shall be considered to have been terminated at that six (6) month ending date, subsequent to the date of lay-off.

## ARTICLE 16 - SAFETY

### Section I - Safety Committee and Duties Thereof

#### 16.01 Establishment of Committee

A Union/Management Safety Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the City. The Committee shall enjoy the full support of both Parties in the interests of improved safety and sanitary practices.

#### 16.02 Function of Committee

The Committee shall concern itself with the following matters;

- (a) To work together towards promoting safety and sanitary practices for the benefit of both the employees of the Union and the City.
- (b) All unsafe or dangerous conditions shall be taken up and dealt with at meetings of the Committee.
- (c) Reviewing questions and suggestions from employees related to safety and sanitation on the job.
- (d) Make recommendations to the City respecting any matters pertaining to safety and unsafe or dangerous conditions.
- (e) To insure that all Workers' Compensation Board rules and regulations are understood and applied as required.

#### 16.03 Meeting of Committee

The Committee shall meet at least once each month at a mutually agreeable time and place. Its members shall receive a notice of the meeting and an agenda where possible at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

#### 16.04 Chairman of the Meeting

A City and a Union representative shall be designated as joint Chairmen and shall alternate in presiding over meetings.

16.05 Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared as promptly as possible after the close of the meeting. The Union, the CUPE representative and the City shall each receive at least one (1) signed copy of the minutes within three (3) days following the meeting.

16.06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other Committee of the Union or the City and does not have the power to bind either the Union or its members or the City to any decisions or conclusions reached in its discussions. The Committee shall have the authority to make recommendations to the Union and the City with respect to its discussions and conclusions.

Section 2 - Safety Clothing, Tools, Etc.

16.07 Safety Clothing and Equipment

**All** employees working in any dirty or dangerous capacity shall be supplied with all necessary safety tools, safety equipment and protective clothing when needed and the issue of protective clothing to be at the discretion of the supervisor who shall have the right to request the worn-out issue to be turned in at the time of any new issue.

- 16.08
- (a) Except for employees in the Transit and Parking Departments, the City agrees to pay all employees who have successfully completed their probationary period, one hundred and seventy-five (\$175.00) dollars in 1993 and two hundred (\$200.00) dollars per year thereafter in lieu of providing safety boots and clothing. Such payment shall be made as soon as practical after August 1st in each year, but in no case later than August 15th.
  - (b) The City will assume the responsibility for the cleaning of coveralls, Safety Gloves will be provided by the City as needed.
  - (c) Transit drivers and Parking attendants shall be supplied with uniforms and boots or shoes at the discretion of the Supervisor. Employees requesting replacement boots, shoes, or uniforms will be required to turn in the worn out issue to their Supervisor.

**ARTICLE 17 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDUM**

17.01 Employees shall be compensated in accordance with the applicable Wage Schedule, Attachments and Addendum appended to this Agreement.



**ARTICLE 18 - VARIATIONS**

18.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during its existence. **All** changes to be made as a Letter of Understanding/Agreement, signed by both the City and the Union,

**ARTICLE 19 - PRINTING OF AGREEMENT**

19.01 The City will be responsible for the amending and drafting the Collective Agreement but the costs associated with the printing and supply of the Collective Agreement will be borne equally between the Parties.

**ARTICLE 20 - EFFECTIVE AND TERMINATING DATES**

20.01 This Agreement shall be effective from ~~March 1, 1993~~ and shall remain in force until ~~December 31, 1995~~ and from year to year thereafter unless terminated by either Party on written notice.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this day of \_\_\_\_\_, 19\_\_\_\_ A.D.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

THE CORPORATION OF THE  
CITY OF NELSON

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 339

-----  
-----  
-----  
-----  
-----

-----  
-----  
-----  
-----  
-----

**THE CORPORATION OF THE CITY OF NELSON & C.U.P.E. LOCAL 339**  
**SCHEDULE "A"**  
**Salaried Employees**  
**Hourly Pay Rates (March 1, 1993 - December 31, 1995)**

<u>Pay Grade</u>	<u>0% Mar 1/93</u>	<u>3% Jan 1/94</u>	<u>2% July 1/94</u>	<u>3% Jan 1/95</u>	<u>1% Dec 31/92</u>
1	17.29	17.81	18.17	18.72	18.91
2	17.48	18.00	18.36	18.91	19.10
3	17.71	18.24	18.60	19.16	19.35
4	17.94	18.48	18.85	19.42	19.61
5	18.15	18.69	19.06	19.63	19.83
6	18.51	19.07	19.45	20.03	20.23
7	18.69	19.25	19.64	20.23	20.43
8	19.05	19.62	20.01	20.61	20.82
9	19.26	19.84	20.24	20.85	21.06
10	19.43	20.01	20.41	21.02	21.23
11	19.56	20.15	20.55	21.17	21.38
12	19.81	20.40	20.81	21.43	21.64
13	20.34	20.95	21.37	22.01	22.23
14	20.94	21.57	22.00	22.66	22.89
15	22.18	22.85	23.31	24.01	24.25

NOTE:

- a. Employees with trade Certificates shall receive fifty (\$.50) cents per hour in addition to their regular rate of pay when actually performing working in their respective trades. Employees holding a valid and subsisting Refrigeration Operators Certificate shall be paid the fifty (\$.50) cents per hour trades pay while working in the Civic Centre.
- b. Snowplow Operators will receive Heavy Equipment Operator's rate while operating snow plows.
- c. Full time warehouse positions require valid first aid certification that meets the requirements of the Worker's Compensation Board and will be paid fifty (\$.50) cents per hour trades pay while working in those positions.
- d. The City agrees to try to resolve all reclassification issues prior to December 31st, 1993.

THE CORPORATION OF THE CITY OF NELSON

SCHEDULE "B"

Pay Rates Classification

<u>Pay Grade</u>	<u>Classification</u>
1	Labourer Clerk Steno II
2	Accounting Clerk II - Finance Accounting Clerk Public Works Utility I Garbage Truck Swamper Civic Centre Maintenance I Garage Service Animal Control Officer
3	Gardener I Civic Centre Maintenance II Stockkeeper
4	Clerk Steno III Accounting Clerk III - Finance Truck Driver - <b>Air</b> Ticket Sewage Treatment Plant Operator
5	Accounting Clerk IV - Finance Accounting Clerk/Accounts Payable Accounting Clerk/Payroll Garbage Truck Driver Gardener II Public <b>Works</b> Utility II Computer Operator

**THE CORPORATION OF THE CITY OF NELSON**

**SCHEDULE "B" Con't.**

**Pay Rates Classification**

6	Court Clerk Cement Finisher Gardener III Civic Centre Maintenance III Engineering Technician I Traffic By-law Control Officer Warehouse Operator
7	Accounting Clerk V/Cashier Bus Driver
8	Heavy Equipment Operator Greenhouse/Nursery Operator Cemetery Operator
9	Sewage treatment Plant Operator II
10	Accounting Clerk VI - Finance Accounts Receivable/Tax Clerk Senior Traffic/By-law Control Officer
11	Mechanic Carpenter Gardener IV
12	Chief Sewage Treatment Plant Operator Junior Programmer/Analyst
13	Sub-Foreman Engineering Technician II
14	Parks and Civic Centre Sub-Foreman
15	Garage Sub-Foreman Senior programmer/Analyst

SCHEDULE "a" Note (a)

- (a) Employees with Trade Certificates shall receive fifty (\$.50) cents per hour in addition to their regular rate of pay when actually performing working in their respective trade.

Employees holding a valid and subsisting Refrigeration Operators Certificate shall be paid the fifty (0.50) cents per hour trades pay while working in the Civic Centre.

- (b) Snow Plow Operators will receive Heavy Equipment Operator's rate while operating snow plows.
- (c) Full time warehouse positions require valid first aid certification that meets the requirements of the Worker's Compensation Board.
- (d) The City agrees to try to resolve all reclassification issues prior to December 31st, 1993.

Class One Licence

Employees holding a Class one Licence will receive Heavy Equipment Operator Rates when operating the equipment requiring a Class One Licence.

Apprenticeship Programs

Employees who have enrolled in apprenticeship programs on or after March 1, 1981, will receive a percentage of wages, depending on their length of training, as follows:

1st Year Apprentice . . . . .	65% of trade
2nd Year Apprentice . . . . .	75% of trade
3rd Year Apprentice . . . . .	80% of trade
4th Year Apprentice . . . . .	90% of trade

## SCHEDULE "C"

### Working Schedules - (5 Day Week)

<u>NORMAL</u>	<u>DAY</u> <u>SHIFT</u>	<u>AFTERNOON</u> <u>SHIFT</u>	<u>NIGHT</u> <u>SHIFT</u>
---------------	----------------------------	----------------------------------	------------------------------

#### Administrative Personnel (Salaried Employees Other Than Civic Centre)

Start Work	8:45 a.m.
First Rest Period (1/4 hr)	9:45 a.m. - 10:00 a.m. or 10:00 a.m. - 10:15 a.m. or 10:15 a.m. - 10:30 a.m.
Meal Break (1 1/4 hrs. UNPAID)	11:45 a.m. - 1:00 p.m. or 1:00 p.m. - 2:15 p.m.
Second Rest Period (1/4 hr)	3:00 p.m. - 3:15 p.m. or 3:15 p.m. - 3:30 p.m. or 3:30 p.m. - 3:45 p.m.
Finish Work	5:00 p.m. <u>Daily</u> - Mon. - Fri. 8 hours <u>worked</u> 8 hours paid



**SCHEDULE "C" (continued)**

**WORKING SCHEDULES - (5 Day Week)**

<u>NORMAL</u>	<u>Day</u> <u>Shift</u>	<u>Afternoon</u> <u>Shift</u>	<u>Night</u> <u>Shift</u>
Operational Personnel (Hourly Paid Employees Other Than Civic Centre & Transit)			
Shift Differential	Nil	\$.40/hr additional to Regular Rates	\$.40/hr additional to Regular Rates
Start Work	7:00 p.m.	4:00 p.m.	12:00 Midnight
First Rest Period (1/4 hr)	10:00 a.m. 10:15 a.m.	*None	1:45 a.m. 2:00 a.m.
Meal Break	12:00 Noon 12:30 p.m. (UNPAID)	6:00 p.m. 6:30 p.m. (PAID)	3:30 a.m. 4:00 a.m. (PAID)
Second Rest Period (1/4 hr)	None by Mutual Agreement	10:00 p.m. 10:15 p.m.	6:00 a.m. 6:15 a.m.
Finish Work (1/4 hr)	3:15 p.m.	12:00	8:00 a.m. Midnight
	<u>Daily</u> Mon-Fri 7 3/4 hrs <u>worked</u> 8 hrs <u>paid</u>	<u>Daily</u> Mon-Fri 7 1/2 hrs <u>worked</u> 8 hrs <u>paid</u>	<u>Daily</u> Mon-Fri 7 1/2 hrs <u>worked</u> 8 hrs <u>paid</u>

\* By mutual agreement because of revised time for meal break.

In the event of any special intermediate shift worked on a regular basis, appropriate shift differential rate shall apply throughout.

Sixteen (16) hours' notice shall be given to all hourly paid employees regarding any change of shifts unless for emergency requirement.

**SCHEDULE "C" (continued)**  
**WORKING SCHEDULES - (5 Day Week)**

Operational Personnel - Civic Centre only:

- (1) Shift work shall be as per schedule which shall be posted with respect to all employees on such schedules, No employee shall have his/her schedule changed unless for emergency reasons or unless mutually agreed upon.
- (2) Hours of Work shall be:  
Day Shift: 8 hours - from 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour off for lunch.  
Afternoon Shift: 8 hours - from 3:30 p.m. to 11:00 p.m. with the time off for lunch period, dependent upon activities.

When required, one or more employees may be scheduled to work from 5:00 p.m. to 1:00 a.m.

Operational Personnel - Hourly Paid Employees - Civic Centre:

Generally, five (5) consecutive shifts shall be worked by each employee immediately followed by two (2) consecutive days off, so as to ensure that the standard arrangement of five (5) working days each week per the current Union Agreement is complied with.

Such shifts, however, shall be arranged at the discretion of the Civic Centre Manager to provide, where necessary, by interpolation, the use of employees according to the exigencies and requirements of the varied activities programmed in any given period throughout each and every year.

Time schedules shall be prepared each month by the Civic Centre Manager or his/her appointed representative, at least one (1) week before their implementation and displaced in a conspicuous place on the Staff Bulletin Board in order to give due notice to all employees concerned, of the specific times that their duties are to be performed throughout the ensuing month.

The utilization of swing shifts whereby it is necessary for an employee to work part of his/her five (5) day work week on day shifts and the balance on afternoon shifts, or vice versa, shall be kept minimal throughout each month, but nevertheless, shall be so devised within the monthly Time Schedules so that not less than one (1) employee shall be on duty on the day shift, and one (1) employee shall be on duty on the afternoon shift respectively, on each and every calendar day with sufficient scope being allowed to the Civic Centre Manager to make whatever changes that are deemed necessary to accommodate spontaneous emergent situations as they arise.

**SCHEDULE "C" (continued)**

Civic Centre Only

The City and the Union agree to meet as soon as possible to come up with clear and concise wording in Schedule "C" to deal with the Scheduling of shifts in the Civic Centre Operations.

## **SCHEDULE "C" (continued)**

### **WORKING SCHEDULES - (5 Day Week)**

The hours of work for the day shift will vary according to the application of this Schedule, but the afternoon shift will remain constant except when temporary changes are necessary to provide essential services for Special Events, Such changes shall be determined by the Civic Centre Manager and notification given to all employees involved at least one (1) week prior to their introduction.

#### Overtime:

The conditions of Article 10, Section 4 of the Collective Agreement shall expressly apply to those employees covered by the foregoing Work Schedules, but in cases where hours of work for either the day shifts or afternoon shifts of this Schedule are temporarily changed or varied to meet emergencies or providing for Special Events, overtime rates will not be paid unless:

- (1) Time is worked in excess of eight (8) hours on any calendar day of the week, or
- (2) Time is worked in excess of forty (40) hours in any week so that curtailment of the employee's normal forty-eight (48) hours off between shifts occurs, or
- (3) Time is worked on a Statutory Holiday or a holiday declared by proclamation or otherwise so officially designated.

**LETTER OF UNDERSTANDING**

**BETWEEN  
THE CORPORATION OF THE CITY OF NELSON  
and  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
Nelson Civic Employees, Local 339**

The City of Nelson and CUPE, Local 339, in requesting a joint exemption from the provisions of the Public Sector Restraint Act hereby agree that should lay-offs occur on the grounds of restraint, employees about to be laid off may elect to accept termination compensation based on the following formula:

Where an employee has completed a period of employment of at least six (6) consecutive months and up to the completion of a period of employment of three (3) consecutive years, two (2) weeks' severance pay, and one (1) additional week's severance pay for each subsequent completed year of employment up to a maximum of eight (8) weeks.

or

the employee may elect instead to be placed on the recall list for a period of six (6) months.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 27th day of March, 1984, A.D.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

The Corporation of  
The City of Nelson

Canadian Union of Public  
Employees, Nelson Civic, Local 339

D. P. Ormond

James Bartels

R. Adams

N. Whitfield

L. Moseley

Robert A. Martell

Ross Lake

James Sheppard

Alex S. Korman  
Director of Labour Relations,  
K.B.L.R.A.

Edward Haggan  
National Representative,  
C.U.P.E.

March 27, 1984

Mr. E. Peck  
Commissioner  
Compensation Stabilization Program  
Fourth Floor  
1770 Burrard Street  
Vancouver, B.C.

Dear Sir:

Re: Joint Exemption from the Public Sector Restraint Act

The City of Nelson and C.U.P.E., Local 339, having concluded negotiations for a new Collective Agreement hereby present a draft copy of this Collective Agreement for your review.

Your attention is drawn to the provisions of Seniority, Lay-off and Recall, which we believe meets the requirements of Section 3(1)(a), 3(1)b, and 3(1)c) of the Public Sector Restraint Act. Therefore, we would request your favourable consideration of our joint request for an exemption from the Act,

Yours truly,

THE CORPORATION OF THE  
CITY OF NELSON

D. P. Ormond

R. Adams

L. Moseley

Ross Lake

Alex S. Korman  
Director of Labour Relations,  
K.B.L.R.A.

CANADIAN UNION OF PUBLIC EMPLOYEES  
NELSON CIVIC EMPLOYEES, LOCAL 339

James Bartels

N. Whitfield

Robert A. Martell

J. Sheppard

Edward Haggan  
National Representative,  
C.U.P.E.

LETTER OF UNDERSTANDING  
BETWEEN  
THE CORPORATION OF THE CITY OF NELSON  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES (CLC)  
LOCAL 339 - NELSON CIVIC EMPLOYEES

The Parties hereto understand and agree as follows:

1. Effective on the date of signing this Letter of Understanding the following Employee Classifications are hereby established and implemented for the positions involved in the Civic Centre operations:

TEMPORARY

Base Rate - \$11.82/hr. plus shift differentials.

Duties - Ongoing janitorial, custodial, building and grounds maintenance. Carry out requirements for various program operations. Record operational data. Assist with ice maintenance. Other duties as may be assigned. Responsible to the Civic Centre Superintendent or his designate (Sub-Foreman)

CASUAL

Base Rate - \$11.82/hr. plus shift differentials.

Duties- Ongoing janitorial, building and grounds maintenance. Carry out requirements or various program operations. Record operational data, Assist with ice maintenance. Other duties as may be assigned. Responsible to the Civic Centre Superintendent or his designate (Sub-Foreman).

REGULAR PART-TIME - LABOURER

Base Rate - \$11.82/hr. plus shift differentials to \$12.02/hr. plus shift differentials after successful completion of the probationary period (514 hours worked), (90 days = 12.85 wks. x 40 hr/wk. = 514 hr.) Calculation of probationary period made due to nature of position.

Duties - Ongoing janitorial, custodial, building and grounds maintenance. Carry out requirements for various program operations. Record operational data. Assist with ice maintenance. Assist with operation and maintenance of ice making, and heating and ventilation system equipment, staff training. Other duties as may be assigned. Responsible to the Civic Centre Superintendent or his designate (Sub-Foreman).

#### REGULAR FULL-TIME MAINTENANCE MAN 1

Base Rate - \$11.82/hr. plus shift differential to \$12.01 hr. plus shift differentials after successful completion of the probationary period (90 days) or similar proven work experience.

Duties - Ongoing janitorial, custodial, building and grounds maintenance. Carry out requirements for various program operations, Record operational data. Assist with ice making, ice maintenance, and staff training, Assist with the other duties as may be assigned, Responsible to the Civic Centre Superintendent or his designate (Sub-Foreman).

#### REGULAR FULL-TIME MAINTENANCE MAN II

Base Rate - \$12.18/hr. plus shift differentials after serving a minimum period of one (1) year as Maintenance Man I and after successful completion and certification in EITHER one of the following (a) or (b).

(a) Building Operator Certificate and/or a Boiler Operator Certificate.

Building Operator Course "B" Certificate 5 - 12 months, available through: Southern Alberta Institute of Technology Power Engineering Department, Calgary, Alberta.

Boiler Certificate, B.C. Provincial Government, Ministry of Labour.

(b) Refrigeration Course and/or a Refrigeration Operators Certificate - Minimum 200 Tons.

Refrigeration Course available through J.R. Salzsauler. Packaged Instruction 137 Grandmont Blvd., Winnipeg, Manitoba 2 - 3 months.

Refrigeration Operator's Certificate, B.C. Provincial Government, Ministry of Labour,



Duties - Ongoing janitorial, custodial, building and grounds maintenance, Carry out requirements for various program operations. Record operational data. Ice making and maintenance, staff training. Plant operation and maintenance (heating or refrigeration system). Other duties as may be assigned. Responsible to the Civic Centre Superintendent or his designate (Sub-Foreman).

#### REGULAR FULL-TIME MAINTENANCE MAN III

Base Rate - \$12.82/hr. plus shift differentials after a minimum of one (1) year as Maintenance Man II and successful completion and certification in both (a) Building Operator Certificate/Boiler Operator and (b) Refrigeration Course/Refrigeration Plant Operator Certificate or similar proven work experience and certification.

Duties - Ongoing janitorial, custodial, building and grounds maintenance. Carry out requirements for various program operations. Record operational data. Ice making and maintenance. Operation and maintenance of heating and ventilation and refrigeration systems. Other duties as may be assigned. Staff training in systems operations and maintenance including janitorial, mechanical, and building repairs. Responsible to the Civic Centre Superintendent or his designate (Sub-Foreman).

#### REGULAR FULL-TIME MAINTENANCE MAN IV - SUB-FOREMAN

This is a "Bid In" Position.

Base Rate - \$14.29/hr. plus shift differentials. Must have a minimum of one (1) year experience as Maintenance Man III or similar proven work experience and certification.

Duties - Ongoing janitorial, custodial, building and grounds maintenance. Carry our requirements for various program operations. Record operational data. Ice making and maintenance. Operation and maintenance of heating, ventilation and refrigeration systems. Basic maintenance on plumbing, and electrical systems. Staff training in total facility operations and maintenance, Assign work loads as required by various programs to make best use of available manpower. Co-ordinate maintenance staff duties. Inventory and maintain adequate maintenance and janitorial supplies for entire complex maintenance functions. Make recommendations regarding programs, facility maintenance duties, repairs and renovations, staff reprimands and assist with inventories for budget proceedings. Other assigned duties as may be requested, Responsible to the Civic Centre Superintendent or his designate (Director of Works and Services).

2. All classifications can be applied for as they are posted, providing that the applicant has proven experience and the required Certification.
3. Regular part-time employees can advance to the Maintenance Man III classification by attaining the experience and certification. The experience time shall be based on the same system as is seniority, namely, actual days worked.
4. All employees shall be paid at the highest rate for which they meet the service and training requirements.
5. Probation for all employees shall be ninety (90) days in accordance with Article 7.07 and Article 7.09 of the Collective Agreement.
6. The one (1) year service requirement shall in all instances be fulfilled on a pro-rated basis by part-time employees.
7. The City will pay the full cost of any course of instruction required by the City for any employee to better qualify such employee to perform his/her job or qualify for a higher classification. Such payment shall be made upon successful completion of the course. Department Heads and supervisory staff shall be encouraged to assist all employees with their training, including course work,
8. Employees presently on staff shall be exempt from requirement "A" of Regular Full-time Maintenance Man II and III provided they can demonstrate to the City's satisfaction, sufficient working knowledge of the Civic Centre plant and general operations.
9. Any employee who does not meet the requirements of his/her present classification within eighteen (18) months shall then have their wages frozen until they reach the highest level for which they are qualified.
10. There shall be no limits set on the number of employees in any classification, except Regular Maintenance Man IV - Sub-Foreman.
11. Should a person from outside the bargaining unit be hired to fill one of the higher classifications, such persons shall start at the Maintenance Man I classifications to obtain the necessary experience.

12. Sections 7 - 17 of the "Power Engineers Boiler and Pressure Vessel Safety Act and Regulations" shall apply, namely:

"No person shall operate a Boiler or Refrigeration Equipment in a plant except under the supervision of a person who holds the Class or Certificate of Competency that is required under the regulations for that size and that type of plant."

DATED AT NELSON, B.C. this 19th day of December, 1984.

SIGNED ON BEHALF

SIGNED ON BEHALF:

THE CORPORATION OF  
THE CITY OF NELSON

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 339

L. D. Maolio

W. Stack

D. P. Ormond

J. Sheppard

L. Moseley

Charlene Poty

R. Adams

# CITY OF NELSON

## MEMORANDUM OF AGREEMENT

The Negotiating Committees for The Corporation of the City of Nelson and the Canadian Union of Public Employees, Local 339 (Nelson Civic Employees) hereby agree to recommend to their respective principals, the acceptance of the following changes to the terms and conditions in the Collective Agreement between the Parties, effective March 1, 1993 and expiring December 31st, 1995.

---

### 1. DEFINITIONS:

#### ***"Regular Full Time Employees:***

A regular full-time employee is one who works regularly scheduled full-time shifts. Any employee who accumulates 70 or more hours in a two week pay period shall be considered a regular full-time employee. These employees accumulate seniority and are entitled to all benefits outlined in this agreement.

#### ***"Day"***

"Day" shall mean a 24 hour consecutive period, normally beginning at 12:01 a.m., and shall mean a calendar day unless otherwise specified in this contract."

#### ***"Casual Employee"***

"Casual Employee" shall mean any employee hired on an intermittent basis. Casual employees shall be entitled to seniority and other benefits as specified when they have completed sixty-five (65) days worked within a twelve (12) month period.

### 2. SECTION 2 - UNION SECURITY

1.02 "Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union within thirty (30) days of the start of employment. Each employee shall, as a condition of continued employment, be a member in good standing in the Union according to the Constitution and By-laws of the Union."

**ARTICLE 2.05 - MINIMUM STAFFING LEVELS (CONTRACTING OUT):**

- 2.05 (a) The City agrees to maintain a minimum staff level of 69 regular full time employees to carry out the works or services presently performed or hereinafter assigned to the bargaining unit. For the purpose of clause (d) of this Section, employees receiving Worker's Compensation or are on short term illness leave, are included in the minimum number of regular full time employees calculated under this clause.
- (b) In the event of a loss of municipally provided services as a result of decisions or takeover's by senior governments or other agencies, the minimum staff level in Section 2.05 (a) shall be reduced proportionately to the number of which are reduced or eliminated as a result of the decision or takeover by the senior government or other agencies.
- (c) The City shall notify the union a minimum of 30 calendar days in advance of any final decision to contract out or transfer any work or services performed or hereafter assigned to the bargaining unit.
- (d) Except as provided in Section 2.05 (b) herein, in the event that the City **drops the level** of staff below the agreed minimum of 2.05 (a), all wages attached to these positions shall be folded evenly into the remaining bargaining unit positions for the period such level is reduced,

**3. ARTICLE 703 - REGULAR PERMANENT EMPLOYEES**

7.03 "Following the probationary period, seniority credits shall commence from the service date of the employee and shall govern in all areas of this Agreement, For part-time employees, in the case of promotions, demotions and lay-offs, seniority shall be calculated on the number of hours worked from the service date of the employee."

**4. ARTICLE 7.05 - CASUAL EMPLOYEES**

7.05 On completion of sixty-five (65) worked within a twelve (12) month period, casual employees shall have their seniority credits accrued since their service date, banked for the purpose of being considered for the categories stated above.

**5. ARTICLE 7.07 - PROBATIONARY PERIOD**

- 7.07 From the date of hiring, employees shall be on probation for a period of sixty-five (65) working days. During this period, employees shall be entitled to all rights and benefits, unless otherwise specified in this Agreement.

**6. ARTICLE 7.09 - TRANSFERS**

- 7.09 If a regular employee is promoted or transferred to a job within the bargaining unit, the employee shall be considered a qualifying employee in his/her new job for a period of sixty (60) days. An employee promoted or transferred shall be declared permanent in his/her new position conditional upon satisfactory service.

**7. ARTICLE 7.11(b) PROMOTIONS**

The City will inaugurate and maintain a system of on the job training so that employees shall have the opportunity of receiving training and qualifying for promotions. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during regular working hours by working together with senior employees for temporary periods, without affecting the salary or pay of the employees concerned. On the job training shall only **take** place when the senior employee is present and is instructing the trainee. Where competency, efficiency and ability are equal, seniority shall be the determining factor where two or more employees request training for the same position.

**8. ARTICLE 7.22 - SPECIAL SKILLS TRANSFERS**

- 7.22 The City will post any training courses and/or any special assignments for which employees may be selected. the posting shall be posted for a period of one (1) week to afford all interested employees an opportunity to apply for such training.

**9. ARTICLE 723 - REDUCTION OF THE WORK FORCE**

7.23 Both parties recognize that job security shall increase according to the length of service with the City. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of seniority and classification. Employees about to be laid off will be allowed to exercise their seniority to bump an employee with less seniority in any classification provided they are capable of performing the job. Employees wishing to exercise their bumping rights must do so within Three (3) working days of being notified of their layoff, An employee about to be laid off shall be entitled to one (1) hour off with pay to determine his eligibility to bump into another position. In the event that an employee is refused a bump into a another position, the employee shall be advised in writing of the reasons for such refusal."

**10. ARTICLE VIII - JOB POSTING**

8.05 When a vacancy has occurred or is created inside of the bargaining unit, or an employee is on holiday prior to retirement, the City shall, within fourteen (14) days of the vacancy, post notice of the position on all Union bulletin boards and the City's place of business for a minimum of seven (7) calendar days, so that all members will be aware of the vacancy; or alternatively advise the Union within the same fourteen (14) days after the occurrence of the vacancy that the position will not be posted. If, after posting the position, no employees express an interest in filling the vacancy, the City may advertise and seek an employee from outside the bargaining unit.

**11. ARTICLE IX - UNION LEAVE**

9.02 Provided the City's operational needs are met, provided reasonable notice is given, and provided there is no cost to the City, leave of absence without pay and with full accrual of seniority shall be granted upon request to the City to employees elected or appointed to represent the Union at Union conventions, conferences and seminars. Such time shall not exceed a total of fifty (50) man-days in any one year. The City agrees to pay employees on Union leave as if they are working, and the Union agrees to reimburse the City for the expense of this leave.

## **9.08 Medical Care Leave**

Employees shall be allowed up to three (3) days per annum to engage in personal or immediate family members preventative medical/dental health care, provided that such days be used from the employee's sick leave credits. The employee shall furnish the City proof of medical care leave on request. Additional days may be granted by the employer for special or emergent circumstances for appointments made outside the boundaries of the Regional District of Central Kootenay or the Regional District of Kootenay Boundary.

## **12. ARTICLE 10.12 - OVERTIME BOOK**

10.12 (a) Compensating time off may be credited on the employee's overtime bank to a maximum accumulation of 100 hours.

## **13. ARTICLE 10.15 - CALLBACK OVERTIME**

10.15 There shall be no extended amount of overtime worked in any operation while there are employees on lay-offs in the same or similar types of operation, and qualified to perform the available work.

Providing funds are available, the City will make every reasonable effort to provide training for all interested staff to work in positions that have historically had above normal overtime.

## **14. ARTICLE X - WAGE DIFFERENTIALS**

10.20 Any employee required in the course of his/her work to come into direct contact with bitumen hot asphalt mix, live sewerage, or raw garbage shall be entitled to an increase in pay of forty (.40) cents per hour while actually so employed.

## **15. ARTICLE 11.07 - ANNUAL VACATION:**

All employees shall be credited for and granted vacations earned up to their anniversary date as follows:

Three (3) weeks after one (1) year  
Four (4) weeks after five (5) years  
Five (5) weeks after ten (10) years  
Six (6) weeks after twenty (20) years



**16. ARTICLE 11.11 - VACATION TIME:**

- 11.11 (a) Employees shall make application for vacation entitlement prior to February 28th each year, Subject to the operational requirements of that Department, annual vacations shall be awarded on the basis of seniority within the bargaining unit.

**17. ARTICLE XII - DISCIPLINARY PROCEDURE:**

12.05 The City shall have the right to establish a step discipline system to provide a uniform means of handling infractions of City rules and regulations and to facilitate concise record keeping procedures as well as to ensure the equitable progressive administration of discipline,

12.06 Whenever the Supervisor deems it necessary to censure an employee, the Supervisor shall have a Shop Steward in attendance and shall provide written notice of the incident in compliance with Article 12.07 and 12.08.

12.07(a) The City shall notify an employee in writing of any complaint against the employee **by** the City within five (5) working days of the City becoming aware of the event of the complaint, with a copy to the Union. Such written notice shall form a part of the employee's record, The notice shall include particulars of the work performance or incident which led to the dissatisfaction.

(b) If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record for use against the employee at any time. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the City, whether or not it relates to the employee's work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's record, Nothing in this clause shall eliminate the City's right to immediate discipline of an employee when necessary.

12.08(a) The notice prescribed in Article 12.07 of this Agreement may be in the form of a written reprimand and shall be issued in the following manner:

(7)

White Notice - First written notice of incident.

Blue Notice - Second written notice of incident,  
This notice advises the employee that any further incidents may result in a more severe form of discipline.

Pink Notice - Notice advising of suspension, the reasons for the suspension and the terms thereof.

- (b) The City has the option of issuing as many white or blue notices as it feels may be required before proceeding to the pink notice of suspension depending on the seriousness of the incident.
- (c) The City will remove "white" and "blue" notices from the employee's file eighteen (18) months after issuance, provided however that the employee has had no recurrence of the incident that led to the issuance of the notice(s).
- (d) Where a written notice is issued to an employee under clause (a) above, such notice shall be distributed as follows:
  - (1) One copy to employee involved.
  - (2) One copy to Union Shop Steward,
  - (3) **One** copy to Union Executive.
  - (4) One copy to the City.
  - (5) One copy to employee's personnel file.

**12.09** An employee may be dismissed only for just cause and only upon the authority of the City. the Department Head may suspend an employee but shall immediately report such action to the City. When an employee is discharged or suspended, the employee shall be given the reason in the presence of a Shop Steward. Such employee and the Union shall be advised promptly in writing by the City of the reason for such dismissal or suspension. Just cause shall not include the refusal of an employee to cross the picket line of a legal strike or refusal to deal with any business establishment involved in a legal strike.

**12.10** An employee considered to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article V, Grievance Procedure. Stages 1 and 2 of the Grievance Procedure shall be omitted in such cases.

(8)

12.11 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to the employees normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

**Section 3 - Legal Costs**

12.12 Notwithstanding any disciplinary action for just cause under the terms of this Agreement, where any employee is found not guilty in any court of charges or lawsuits resulting from the performance of the employee's duties for the City, the City agrees to pay all reasonable legal costs in connection with the employee's defense.

**Section 4 - Employees Files**

12.13 That reprimands be removed from employee files after Eighteen (18) clear months from last occurrence, Employees will be granted access to their own personnel files.

**18. ARTICLE 15.02 - GROUP LIFE INSURANCE PLAN**

15.02 Upon completion of the probationary period, all employees shall join the Groups Life Insurance Plan provided by the City for two (2) times their annual salary, effective immediately, with a minimum coverage of Thirty-Thousand (\$30,000.00) Dollars, up to the age of Sixty-Five (65) years. The City shall pay the actual cost of the premiums.

**19. ARTICLE 15.05 - LONG TERM DISABILITY**

15.05 All eligible employees shall be enrolled in the Long Term Disability Plan 100% employee paid. While on long term disability an employee shall continue to accrue seniority and benefits, excluding sick leave, for a period of up to two years.

**20. ARTICLE 16.08 - BOOTS COVERALLS AND UNIFORMS**

16.08 (a) Except for employees in the Transit and Parking Departments, the City agrees to pay all employees who have successfully completed their probationary period, One Hundred and Seventy-Five (\$175.00) Dollars in 1993 and Two Hundred (\$200.00) Dollars per year thereafter in lieu of providing safety boots and clothing, Such payment shall be made as soon as practical after August 1st in each year, but in no case later than August 15th.

(b) The City will assume the responsibility for the cleaning of coveralls. Safety Gloves will be provided by the City as needed.

(c) Transit drivers and Parking attendants shall be supplied with uniforms and boots or shoes at the discretion of the Supervisor. Employees requesting replacement boots, shoes or uniforms will be required to turn in the worn out issue to their Supervisor

**SCHEDULE "A"**

**PAY GRADES AND JOB CLASSIFICATIONS**

<b><u>Pay Grade</u></b>	<b><u>Classification</u></b>
1	Labourer Clerk Steno II
2	Accounting Clerk II - Finance Accounting Clerk Public Works Utility I Garbage Truck Swamper Civic Centre Maintenance I Garage Service Animal Control Officer

(10)

- 3 Gardener I  
Civic Centre Maintenance II  
Stockkeeper
- 4 Clerk Steno III  
Accounting Clerk III - Finance  
Truck Driver - Air Ticket  
Sewage Treatment Plant Operator
- 5 Accounting Clerk IV - Finance  
Accounting Clerk/Accounts Payable  
Accounting Clerk/Payroll  
Garbage Truck Driver  
Gardener II  
Public Works Utility II  
Computer Operator
- 6. Court Clerk  
Cement Finisher  
Gardener III  
Civic Centre Maintenance III  
Engineering Technician I  
Traffic By-law Control Officer  
Warehouse Operator
- 7 Accounting Clerk V/Cashier  
Bus Driver
- 8 Heavy Equipment Operator  
Greenhouse/Nursery Operator  
Cemetery Operator
- 9 Sewage Treatment Plant Operator II
- 10 Accounting Clerk VI - Finance  
Accounts Receivable/Tax Clerk  
Senior Traffic/By-law Control Officer
- 11 Mechanic  
Carpenter  
Gardener IV

(11)

- |    |  |
|----|--|
| 12 | Chief Sewage Treatment Plant Operator<br>Junior Programmer/Analyst |
| 13 | Sub-Foreman<br>Engineering Technician II                           |
| 14 | Parks and Civic Centre Sub-Foreman                                 |
| 15 | Garage Sub-Foreman<br>Senior Programmer/Analyst                    |

**SCHEDULE "A" Note (a)**

Add to Note "a"

Employees holding a valid and subsisting Refrigeration Operators Certificate shall be paid the Fifty (0.50) Cents per hour trades pay while working in the Civic Centre.

Note (c)

Full time warehouse positions require valid first aid certification that meets the requirements of the Worker's Compensation Board.

Note (d)

The City agrees to try to resolve all reclassification issues prior to December 31st, 1993.

**SCHEDULE "C" - Civic Centre Only**

The City and the Union agree to meet as soon as possible to come up with clear and concise wording in Schedule "C" to deal with the Scheduling of shifts in the Civic Centre Operations.

**WAGES:**

- 0% percent increase for 1993
- 3% percent increase January 1st, 1994.
- 2% percent increase July 1, 1994
- 3% percent increase January 1, 1995.
- 1% percent increase December 31st, 1995
- Contract to expire December 31, 1995.

SIGNED ON BEHALF OF:  
THE CORPORATION OF THE  
CITY OF NELSON

*[Handwritten signature]*  
-----  
*[Handwritten signature]*  
-----  
*[Handwritten signature]*  
-----

Dated this *6th* day of *JULY*,

1993

SIGNED ON BEHALF OF:  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 339, NELSON CIVIC EMPLOYEES

-----  
*[Handwritten signature]*  
-----  
*[Handwritten signature]*  
-----  
*[Handwritten signature]*  
-----  
*[Handwritten signature]*  
-----  
*[Handwritten signature]*  
-----

(13)

**SCHEDULE "A"**

**HOURLY RATES OF PAY**

<b>Pay Grade</b> -----	<b>Mar 1/93</b> -----	<b>3% Jan 1/94</b> -----	<b>2% July 1/94</b> -----	<b>3% Jan 1/95</b> -----	<b>1% Dec 31/95</b> -----
1	17.29	17.81	18.17	18.72	18.91
2	17.48	18.00	18.36	18.91	19.10
3	17.71	18.24	18.60	19.16	19.35
4	17.94	18.48	18.85	19.42	19.61
5	18.15	18.69	19.06	19.63	19.83
6	18.51	19.07	19.45	20.03	20.23
7	18.69	19.25	19.64	20.23	20.43
8	19.05	19.62	20.01	20.61	20.82
9	19.26	19.84	20.24	20.85	21.06
10	19.43	20.01	20.41	21.02	21.23
11	19.56	20.15	20.55	21.17	21.38
12	19.81	20.40	20.81	21.43	21.64
13	<b>20.34</b>	20.95	21.37	22.01	22.23
14	20.94	21.57	22.00	22.66	22.89
15	22.18	22.85	23.31	24.01	24.25



(14)

**NOTE:**

- (a) Employees with Trade Certificates shall receive fifty (\$.50) cents per hour in addition to their regular rate of pay when actually performing working in their respective trades. Employees holding a valid and subsisting Refrigeration Operators Certificate shall be paid the fifty (\$.50) cents per hour trades pay while working in the Civic Centre.
- (b) Snow Plow Operators will receive Heavy Equipment Operator's rate while operating snow plows.
- (c) Full time warehouse positions require valid first aid certification that meets the requirements of the Worker's Compensation Board and will be paid fifty (\$.50) cents per hour trades pay while working in those positions.
- (d) The City agrees to try to resolve all reclassification issues prior to December 31st, 1993.

**SCHEDULE "C" - Civic Centre Only**

The City and the Union agree to meet as soon as possible to come up with clear and concise wording in Schedule "C" to deal with scheduling of shifts in the Civic Centre operations.