

SOURCE	CUMULATIVE		
EFF.	7/1	01/01	
TERM.	06/30/98	12/31	
No. OF EMPLOYEES	220		
NOMBRE D'EMPLOYÉS	220		

COLLECTIVE AGREEMENT

between

CITY OF PORT ALBERNI

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 118**

July 1, 1998 - December 31, 2000

C/118/0002

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THIS AGREEMENT made and entered into this 1st day of July, 1998.

BETWEEN:

CITY OF PORT ALBERNI

(hereinafter called the "Employer")

Party of the First Part

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 118

(hereinafter called the "Union")

Party of the Second Part

Expiring

December 31, 2000

1. DEFINITIONS

1.01 Regular Employee - means a regular full-time employee and a regular part-time employee

- a) Regular Full-Time Employee - an employee who holds a posted permanent full-time position and who has successfully completed the probationary period for a regular employee.
- b) Regular Part-Time Employee - an employee who works less than the full-time hours, holds a posted permanent part-time position for regularly scheduled work in each pay period in the year averaging at least 15 hours per week, and who has successfully completed the required probationary period for a part-time employee. These employees shall accrue seniority effective July 1st, 1998 or date of hire whichever is later.

Regular Part-Time Employees shall have the option to fill seasonal vacancies and return to their regular positions at the end of the term. Regular Employees who fill temporary vacancies remain as Regular Employees.

1.02 Part-Time Employee - an employee who do not fit the definition of "Regular," "Temporary" or "Seasonal Employee".

1.03 Probationary Employee - an employee who is serving a probationary period as defined in Article 14.04.

1.04 Temporary Employee and Seasonal Employees

(a) Temporary Employees - a non-regular employee who is hired to work for an absent regular full-time or part-time employee.

(b) Seasonal Employee - a non-regular employee who is hired for a limited duration not to exceed 6 months to augment the workforce.

(c) Temporary and Seasonal Employees shall be paid ninety (90%) percent of the rates prescribed in the Wage Schedule during the first 480 hours worked. Thereafter, the Wage Schedule shall apply. Once the 480 hours have been consecutively served, employees rehired for the same job within one year of the last day worked shall be paid at the regular rate for the classification.

1.05 Pay In Lieu of Benefits

Regular Part-Time, Part-Time, Temporary and Seasonal employees shall be paid 15% percent more than their basic hourly rate in lieu of:

Statutory Holidays - Article 20

Annual Vacation - Article 21

Sick Leave - Article 22

Bereavement Leave - Article 23.07

Employee Benefits - Article 29.01-29.02

2. MANAGEMENT RIGHTS

Management shall have the right to:

Hire, classify, transfer, promote, demote, lay-off, discipline and terminate employees.

Manage the affairs of the City and without limiting the generality of the foregoing, determine the number and kinds of functions in which to engage, services to provide, methods of operation, the nature, number and location of tools and facilities, the organization of work, employment levels and standards of performance.

The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the working force in a discriminatory manner.

3. **RECOGNITION AND NEGOTIATIONS**

3.01 Bargaining Unit

The Employer recognizes Local #118 of the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all of its employees save and except Policemen, those employed in the Fire Department and those excluded under the Labour Relations Board.

3.02 No Other Agreements

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

3.03 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

3.04 Bargaining Unit Work

Persons whose regular **jobs** are not in the bargaining unit shall not work on any jobs which: are included in the bargaining unit except for the purposes of instruction, experimentation or in emergencies when regular employees are not available.

4. **NO DISCRIMINATION**

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination or sexual or personal harassment exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or any other action by reason of age, race, creed, color, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by any other ground prohibited in Human Rights legislation, nor by reason of his membership, or activity in the Union or any other reason.

4.02 Sexual or Personal Harassment

a) Sexual Harassment

Sexual harassment shall be defined as an unsolicited sexually oriented verbalization and/or physical contact that undermines an employee's health or job performance, or endangers an employee's employment status or potential. All personnel have the right to work without sexual harassment.

b) Personal Harassment

Personal harassment by either the employees or Employer representatives shall be defined as: repeated, intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual or to cause personal humiliation.

4.03 Use of Grievance Procedure in Harassment Cases

Any complaint alleging sexual or personal harassment will be dealt with through the grievance procedure

4.04 Neutral Investigation for Harassment Cases

In lieu of arbitration of unresolved sexual harassment/personal harassment grievances, the Employer and the Union may agree to appoint, on a cost shared basis, a third party neutral investigator to investigate the facts and to make final and binding recommendations.

5. **UNION SECURITY**

5.01 All Employees to be Members

It is agreed that employees who are at present members of the Union shall remain so as a condition of employment.

5.02 Condition of Employment

All new employees covered by the terms of this Agreement shall, within 30 days of commencement of their employment, as a condition of continued employment become and remain members of the Union.

6. **CHECK-OFF OF UNION DUES**

6.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union and its members.

6.02 Deductions

Deductions shall be forwarded in one cheque to the Treasurer of the Union each month, listing names, gross pay, total paid hours, and dues deducted for the period.

6.03 Dues Receipts

The Employer shall record on Income Tax (T-4) slips the amount of union dues paid by each Union member in the previous year.

7. **THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that an Agreement between the parties is in effect and to provide the new employees with a copy of the Agreement.

8. **CORRESPONDENCE/NOTICES**

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Clerk of the Employer and the Recording Secretary of the Union.

8.02 Notices

The Union shall be notified in writing within 5 days of any appointment, hiring, lay-off, or re-hiring of regular employees.

9. **LABOUR-MANAGEMENT COMMITTEE**

9.01 Establishment of Committee

A Labour-Management Committee shall be established consisting of up to 5 representatives of each party.

9.02 a) Function of Committee

The Committee shall have full authority to determine its agenda and method of operation, providing that any decision affecting the substantive terms of the Agreement will require approval by the Employer and the Union.

b) Authority of the Committee

The Committee shall concern itself with the following general matters:

- (1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- (2) Improving and extending services to the public.
- (3) Promoting safety and sanitary practices.
- (4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (5) Correcting conditions causing grievances and misunderstandings.

9.03 Meetings of Committee

The Committee shall meet at least once every second month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least 48 hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent in meetings of this Committee.

10. LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than 7 members of the Union. The Union will advise the Employer of the names of the Union members of the Committee.

10.02 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

10.03 Meetings

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

10.04 No Loss of Pay To Attend Meetings

Any representative of the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend such meetings without loss of pay.

11. **GRIEVANCE PROCEDURE**

11.01 Grievance Steps

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

Step 1

The Steward and the Grievor shall meet with the Grievor's immediate supervisor and shall endeavour to settle the difference within 5 working days of such difference or grievance arising.

Step 2

If no resolve is reached at Step 1, the Union may, within 10 working days of the Step 1 meeting, meet with the Grievor's Department Head and shall endeavour to settle the difference. The Department Head shall reply in writing within 5 working days of the meeting.

Step 3

If no resolve is reached at Step 2, the Union may, within 10 working days of the Step 2 meeting, submit the grievance in writing to the Clerk who shall arrange a meeting between the Management Committee and the Union to endeavour to settle the dispute. The Management Committee shall make a written reply to the grievance within 10 working days of the meeting.

Step 4

If no resolve is reached at Step 3, the Union may, within 10 working days of the reply under Step 3, submit the grievance in writing accompanied by the written reply from the Management Committee to the Clerk who shall arrange a meeting between the Personnel Committee and the Union within 10 working days to endeavour to settle the dispute. The Personnel Committee shall respond in writing within 10 working days of the meeting.

Step 5

If no resolve is reached at Step 4, the dispute may be referred to Arbitration in accordance with Article 12 of this Agreement. The party wishing the matter arbitrated shall advise the other party of its intention to do so within 10 working days of the reply under Step 4.

11.02 Bypassing of Steps 1 and 2

Steps 1 and 2 may be by-passed in the case of suspension, discharge or harassment where the alleged harasser is the employee's immediate supervisor or department head, as the case may be.

11.03 Time Lines

The time lines in the grievance and arbitration procedures may be extended only in writing, by mutual agreement. Where the Employer does not respond within the prescribed time limit, the grievance may be advanced to the next step on the basis of the Employer's last reply.

12. **ARBITRATION**

12.01 Composition of Board of Arbitration

A Board of Arbitration shall be formed to hear the grievance. Either party shall notify the other in writing of the questions to be arbitrated and the name and address of its chosen representative on the arbitration board. After receiving such notice and statement the other party shall, within 5 days, appoint its representative on the arbitration board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be Chairman.

12.02 Failure to Appoint

Should the representatives fail to select such a third member within 5 days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairman.

12.03 Board Procedure

Within 14 days following the establishment of the board of arbitration, it shall report its decision on the grievance. The majority decision of the board shall be final and binding on all persons bound by this Agreement but the board shall not have the power to alter the wording of the Agreement in any way.

12.04 Decisions of the Board

When a settlement is reached at any stage of this procedure, such decision shall be final and binding upon both parties. The board's jurisdiction is limited to matters concerning the application, interpretation, or alleged violation of this Agreement and it shall not have the authority to alter, amend, delete or add to this Agreement, however, the board shall have the power to modify penalties.

12.05 Expenses of the Board

The expenses and compensation of the Chairman shall be shared equally between the parties. The expenses and compensation of the representatives selected shall be borne by the respective parties.

12.06 Single Arbitrator

The parties may, by mutual consent, appoint a single arbitrator and if so appointed, such single arbitrator shall constitute the arbitration board.

13. DISCIPLINE

13.01 Cause for Discipline

An employee may be disciplined, suspended or discharged, but only for just cause and the Union shall be notified in writing within 5 days.

13.02 Right to have Steward Present

An employee shall have the right to have his steward present at any discussion with supervisory personnel concerning disciplinary action.

13.03 Discharge or Suspension Procedure

(a) Any employee being dismissed or suspended under this section shall be given the opportunity to appear before his immediate supervisor with Union representation to hear the reasons for his dismissal or suspension.

- (b) When the Employer has dismissed or suspended an employee under this section, a letter shall be forwarded to the employee within 5 working days of his dismissal, with a copy to the Union, stating the cause for the dismissal or suspension.

13.04 Suspension or Discharge

- (a) If an employee is dismissed for any reason and feels he has been unjustly dealt with, he shall before the expiration of the 5th working day after receipt of notice of dismissal, notify the grievance committee and the Employer in writing of his intention to file a grievance. The grievance shall then be dealt with as such.
- (b) If subsequently it is decided that the employee was unjustly dismissed he shall be reinstated in his former position and shall be compensated for the time lost at his regular rate of pay unless otherwise determined.

13.05 Reprimand

If an employee is reprimanded in writing for any reason and feels he has been unjustly dealt with, he shall, before the expiration of the 5th working day after receipt of the written reprimand, notify the Union Grievance Committee and the Employer in writing of his intention to file a grievance and this grievance shall be dealt with as such.

13.06 Crossing of Picket Lines

The Employer shall not request, require, or direct employees within this bargaining unit to cross any picket line legally established under the Statutes of British Columbia or perform work on behalf of individuals on strike which would not normally be considered part of their job.

14. SENIORITY

14.01 Seniority Defined

General Seniority is defined as the length of continuous service within the bargaining unit as a regular employee. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement.

Departmental Seniority is the length of present and past service as a regular employee in each of the 4 departments.

14.02 Operation of Seniority

General seniority and departmental seniority shall operate within the following departments:

Public Works Operations
Office and Technical
Parks and Building Maintenance
Office and Programs (Parks and Recreation)

14.03 Seniority List

The Employer shall maintain a general seniority list showing the date of hire and a departmental seniority list comprised of the length of present and past departmental seniority in each of the 4 departments.

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

14.04 Probation for Newly Hired Employees

- (a) A newly-hired regular full-time employee shall be on probation for the first 60 days worked. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement unless specifically excluded. During the probation period no seniority rights shall be recognized but after completion of the probationary period, seniority shall be effective from the original date of employment as a regular employee.
- (b) A newly hired regular part-time employee and a part-time employee shall be on probation for the first 480 hours worked. Should a part-time employee not work for the Employer for a period of six months his employment shall be deemed to be terminated.
- (c) While on probation employees shall be paid at 90% of the rates prescribed in Schedule "A". Once the probationary period has been served employees rehired for the same job within one year of the last day worked shall be paid at the regular rate for the classification.

14.05 Loss of Seniority

- (a) An employee shall lose seniority for the following reasons:
 - (1) If discharged and not reinstated.
 - (2) For failing to return from a leave of absence or respond to a recall from lay-off;

- (3) Laid off and not recalled for a period equal to the lesser of 10 months or length of service; or
 - (4) Where terminated voluntarily or for other non-culpable reason.
 - (5) In compliance with Article 15.10, upon taking a position with the Employer outside of the bargaining unit.
- (b) Except as provided in Article 23.04, seniority shall continue to accrue to employees absent from work because of sickness, Long Term Disability, compensable accident, or leave approved by the Employer.
 - (c) Regular Employees who become Part-time Employees as a result of a lay-off shall retain their original seniority dates. Such employees who voluntarily become Part-time Employees shall retain but not accumulate seniority.

14.06 Specified and Stand-by Jobs

The following positions are designated as Specified and Stand-by jobs:

<u>Specified</u>	<u>Stand-by</u>
Solid Waste Collector 2 (Residential)	Solid Waste Collector 1 (Residential)
Solid Waste Collector 2 (Commercial)	Solid Waste Collector 1 (Commercial)
Engineering Technician 2	Engineering Technician 1
Streets Service 2	Streets Service 1

- (a) The stand-by job holder will, in addition to carrying out his regular duties, undergo training for the specified job by observing and participating in the various phases of the job until such time as he is competent to perform the specified job or is declared unsuitable.
- (b) The stand-by job incumbent will fill any temporary vacancy occurring in the specified job for which he has been trained.
- (c) For the purpose of this section any vacancy created by illness, injury or other authorized leave of absence shall be deemed to be a temporary vacancy. Temporary vacancies exceeding three months duration will be posted.
- (d) No employee will be permitted to hold more than one relief stand-by job for which he has been trained.

15. **PROMOTIONS AND STAFF CHANGES**

15.01 New Position or Vacancy

When a new regular position is created, or when a permanent vacancy occurs, the Employer shall immediately notify the Union in writing and post notice of the position on all bulletin boards in the Employer's premises for a minimum of 1 week, so that all members will know about the vacancy or new position.

15.02 Temporary Vacancies

Temporary vacancies exceeding three months duration will also be posted unless otherwise mutually agreed. The Employer will, where it is known that a vacancy will exceed 3 months duration, post such vacancy.

15.03 Information on Postings

Posting notices shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage rate.

15.04 Role of Seniority in Promotions or Staff Changes

In making promotions or staff changes, appointment shall be made of the Regular employee applicant with the greatest departmental seniority, and having the required qualifications, whether or not the applicant is presently employed in that department. In the event that there are no such applicants, appointment shall be made of the Regular employee applicant with the greatest general seniority and having the required qualifications.

15.05 No Outside Placement

No outside applicant for any vacancy shall be placed until the applications of present union members who have successfully completed their probation period have been considered.

15.06 Employees on Vacation

Employees on vacation, without knowledge of a job posting, will be given 5 working days from the date they return to work to apply for a job posting made during the employee's absence.

15.07 Employees Preparing for Qualifications

In the event there are no qualified applicants, in case of promotions requiring higher qualifications or certifications, the Employer shall give consideration to employees who do not possess the required qualifications **but** are in the process of obtaining the qualifications. Such employees will be given an opportunity to qualify within a period of 60 calendar days or such longer period as may be mutually determined and to revert to their former position if the required qualifications are not met within such time.

15.08 Trial Period

The successful applicant shall be notified within 1 week following the end of the posting period. He shall be given a trial period in order for the Employer to assess his performance. Conditional on satisfactory service, the employee shall be declared permanent after the period of 60 worked days. In the event the successful applicant proves unsatisfactory in the position, or finds the position unsatisfactory, during the trial period, he shall be returned to his former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.

15.09 Notification to Employee and Union

Within 7 calendar days of the date of appointment to a vacant permanent position, the name of the successful candidate shall be posted on all bulletin boards.

15.10 Transfer Outside Bargaining Unit

An employee shall not be transferred to a position outside the bargaining unit without the employee's consent.

16. **LAY-OFFS AND RECALLS**

16.01 Definition of Lay-off

A lay-off shall be defined as an Employer initiated reduction in the work force or a reduction in hours for regular employees.

16.02 Role of Seniority in Lay-offs

- (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, a laid off employee who desires to bump shall notify the Employer at least 10 days prior to the effective date of lay-off of their desired placement. Those employees who are given 15 days or less notice of lay-off under Article 16.07, shall have a minimum of 5 working days to indicate their desired placement. Such employees may bump an employee with less general seniority within the employee's department whose position the employee is qualified to perform. This includes the right to bump upward as per Article 16.03.

If there is no position within the employee's department which the employee is qualified to fill, the laid off employee shall have the right to bump that employee holding the least general seniority in any other department whose position the employee is qualified to perform.

An employee shall not be required to bump an employee with fewer hours of work than the laid-off employee held.

- (b) If a regular full-time employee has no full-time position to bump into, such employee shall, providing the scheduling of hours of work will accommodate and the employee is qualified, be allowed to bump 2 regular part-time and/or part-time positions to attain, as near as possible, full hours of work in a day. Such employee shall retain all benefits of the Collective Agreement and as enumerated in Article 29, providing the employee is working 75% or more of the full-time hours.

16.03 Bumping Upward

An employee may bump upwards if he currently possesses the knowledge, ability, skills and qualifications to satisfactorily perform the duties in question.

16.04 Bumped Employees

An employee displaced by the exercise of another employee's bumping rights may similarly look to bump.

16.05 Recall Procedure

- (a) Employees with recall rights shall be recalled in the order of their general seniority provided they are qualified to perform the available work.
- (b) If a regular full-time employee can bump into only one regular part-time position or one part-time position, the employee shall be considered to still be on recall.

- (c) If an employee is laid off and if that employee's position is re-instituted within the recall period as defined in Article 14.05 (a) (3), the employee shall be returned to the re-instituted position.

16.06 No New Employees

New employees shall not be hired to perform work for which employees on lay-off are qualified to perform, unless such employees refuse or are unavailable for recall.

16.07 Advance Notice of Lay-off

Unless legislation is more favourable to the employees, the Employer shall notify regular employees who are to be laid off 10 working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this article, he shall be paid for the days for which work was not made available.

16.08 Recall for Temporary Absence

- (a) When a regular employee is on lay-off and where it is known that another regular employee is going to be temporarily absent for a full week or longer, then the laid off employee shall be offered the opportunity to perform the work of the absent employee, provided that:
 - (1) There is a requirement to replace the absent worker, as decided by the Employer.
 - (2) The laid off worker has the qualifications to perform the duties of the absent worker.
 - (3) The laid off worker has not indicated a preference not to be recalled for the certain type of work that is available.
- (b) The laid off worker has the right to refuse the offer of work.
- (c) The Employer will make an attempt to contact the laid off worker by telephone, on each occasion where a temporary vacancy of a full week or longer requires filling, in order to offer the available work. If the laid off worker cannot be contacted, the Employer may rely on another substitution process.

17. **HOURS OF WORK**

17.01 Monday to Friday Employees

The normal work week for Group I and II employees shall consist of 5 days Monday to Friday inclusive.

17.02 Seven and One Half Hour Employees - Monday to Friday

The normal work day of Group I employees shall be from 8:00 a.m. to 4:30 p.m. with 1 hour off for lunch.

17.03 Eight Hour Employees - Monday to Friday

The normal work day of Group II employees shall be from 8:00 a.m. to 4:30 p.m. with 1/2 hour off for lunch.

17.04 Eleven Hour Employees - Continuous Operations

The normal work week of Group III employees shall be 38.5 hours consisting of 2 day shifts of 11 hours each and 2 night shifts of 11 hours each, over 4 consecutive days followed by 4 consecutive days off. Group III employees shall be entitled to one, 1 hour meal break and two 15 minute rest periods during each shift to be taken consecutively at a time approved by the Employer.

17.05 Seven and One Half Hour Employees - Continuous Operations

The normal work week of Group IV employees shall consist of any 5 consecutive days followed by 2 days of rest subject to minor deviations to accommodate shift changes. The normal work day shall be 7 1/2 hours exclusive of a 1 hour lunch break at a time designated by the Employer.

17.06 Eight Hour Employees - Continuous Operations

The normal work week of Group V employees shall consist of any 5 consecutive days followed by 2 days of rest subject to minor deviations to accommodate shift changes. The normal work day shall be 8 hours exclusive of 1/2 hour lunch break at a time designated by the Employer.

17.07 Hours of Work - Arena Maintenance Employees

- (a) During the ice season the hours of the senior maintenance worker at the Arena and 2 Arena maintenance workers shall consist of four 10 hour shifts each week.

(b) Specific Work Hours

(1) Senior Maintenance Worker Hours

Monday - Wednesday	6:00 a.m. - 4:30 p.m.
Thursday	5:00 a.m. - 3:30 p.m.

(2) 2 Maintenance Workers

Weekdays	4:00 p.m. - 2:30 a.m.
Fridays	6:00 a.m. - 4:30 p.m.
Weekends	5:00 a.m. - 3:30 p.m.

(3) Weekend Part-Time

Saturday/Sunday	3:00 p.m. - 1:30 a.m.
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(c) During the non-ice season the hours of work of the senior maintenance worker and the 2 maintenance workers shall be the same as the outside Parks crew.

(d) The foregoing shall not apply during the twice annual transition seasons.

17.08 Special Work Days

The normal work day is subject to change by designating a special work day provided a minimum of 24 hours notice of the change has been duly posted.

17.09 Rest Periods

Except as provided in Section 17.04 of this Article, all employees shall be permitted a 15 minute rest period both in the first half and the second half of the normal work day at a time designated by the Employer.

17.10 Employees Sent Home After Starting Work

(a) In the event of a regular full-time employee starting work in any normal or special work day as defined in this Article and being sent home before he has completed 4 hours of work, he shall be paid for 4 hours.

(b) In the event of a regular part-time or a part-time employee starting a scheduled shift and being sent home before completing 2 hours of work, he shall receive 2 hours pay, or pay for any unworked balance of his shift, whichever is less.

18. **SHIFT WORK**

18.01 Shift Differential

Unless otherwise agreed regular employees shall, in addition to the regular rate of pay for the classification, receive shift differential in the amount of 45 cents per hour for hours worked between 7:00 p.m. and 7:00 a.m. An employee receiving an overtime rate shall not be entitled to shift differential and at no time shall shift differential be included with any employee's wage rate for the purpose of calculating overtime.

18.02 Shift Differential - Group III Employees

Shift differential will apply to Group III Employees working the night shift only.

19. **OVERTIME**

19.01 Time and One-Half

A rate of time and one-half of an employee's basic hourly rate shall be paid when such employee works before or after a shift which exceeds the regular daily or weekly hours as defined in Article 17 and for the first 4 hours worked on the employee's first day of rest.

19.02 Double Time

A rate of double the employee's basic hourly rate shall be paid for all overtime hours worked in excess of three hours per day during the regular work week. Double time in addition to regular holiday pay shall be paid for all work performed on statutory holidays. Double time shall be paid for all work performed on an employee's second day of rest and for all work performed in excess of 4 hours on an employee's first day of rest. (In the case of Group III employees, who receive 4 consecutive days of rest, the first and second days off shall be deemed the first day of rest and the third and fourth days off shall be deemed the second day of rest.)

19.03 Equivalent Time Off

Employees shall have the option of being paid immediately for overtime or accumulating equivalent time off to be scheduled at the mutual convenience of the parties. An employee electing to take time off, but who has not taken it by June 30th of the ensuing year, shall be paid out in the following pay period at the rate the overtime was earned.

Employees who have chosen to bank their overtime may request and receive all or any portion of the banked overtime money once in each calendar year by giving 2 weeks notice to the Employer.

19.04 Call Out

- (a) In the event a regular full-time employee is called out to work, such hours shall be deemed overtime with a minimum guarantee of 2 hours overtime pay.
- (b) In the event a regular part-time or part-time employee is called into work on an unscheduled basis he shall receive a minimum of 2 hours pay.

19.05 Not Compounded

Overtime premiums shall not be compounded.

19.06 Assignment of Overtime

Call out or overtime assignment will be on a departmental basis. It will be first offered to the employees posted to the required job, second to other qualified employees from within the classification, and third to qualified employees from outside the classification. Selection within each of the steps will be by seniority subject to required qualifications for the job being met.

19.07 Early Call Out

An employee required to report for work prior to 4:00 a.m. without having received notice in accordance with Article 17.08 shall be paid overtime for all time worked. Such time worked shall be deemed to be a complete work day provided the employee receives a minimum of 5 hours of work.

20. **PAID HOLIDAYS**

20.01 Entitlement

Employees shall be entitled to the following holidays with pay:

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

and any day proclaimed by the Federal, Provincial or Municipal government as a holiday.

20.02 Holiday on Saturday or Sunday

Where any holiday occurs on a Saturday or Sunday, the preceding Friday or the following Monday shall be declared a holiday for those employees who work Monday to Friday.

20.03 Holiday Pay Rates for Employees Working In More Than One Classification

Employees working in more than one classification shall be paid for statutory holidays at the preponderant rate of pay paid for the working day immediately preceding the holiday.

20.04 Effect of Absence on Holiday Pay

An employee shall not be paid for a statutory holiday in the event of absence from work on the work day preceding or the work day following the said holiday unless he is on:

- (a) annual vacation.
- (b) leave of absence granted under Article 23.01, 23.02, 23.06, 23.07 or 23.10 (b) and where specifically authorized under Article 23.05.
- (c) sick leave.

20.05 Regular Full-Time Employees Required to Work Statutory Holidays

Regular full-time employees required to work on a statutory holiday shall be paid double their basic hourly rate for all hours worked on the statutory holiday in addition to regular holiday pay. In continuous operations the statutory holiday shall be the day upon which it actually falls.

If the Statutory Holiday is a regularly scheduled work day for the employee, then such work may not be accumulated for the purposes of Article 19.03 (Equivalent Time Off).

20.06 Statutory Holidays on Days Off

Where a statutory holiday falls on a regular full-time employee's normally scheduled day off he shall be entitled to a day off with pay at some time as soon after the statutory holiday as is practicable subject to the approval of the Employer.

20.07 Regular Part-Time and Pad-Time Employees Required to Work Statutory Holidays

Regular Part-Time and Part-time employees required to work on a statutory holiday shall be paid one and one-half times their basic hourly rate for all hours worked on the statutory holiday.

21. **VACATIONS**

21.01 Definition of Year of Service

For the purpose of this article a year of service shall consist of not less than 180 days including:

- (a) Days actually worked,
- (b) Time off on sick leave, Workers' Compensation, or Long Term Disability,
- (c) Time off on annual vacation and statutory holidays,
- (d) Leave of absence granted under Articles 23.01 23.02, 23.06, 23.07, 23.08, 23.09, 23.10 (b) and (d), 23.11 and where specifically authorized Articles 23.04, 23.05 and 23.10 (a).

In the case of Group III employees working 11 hour shifts, a year of service will consist of not less than 116 days.

21.02 Length of Vacation

A regular full-time employee shall receive an annual vacation with pay in accordance with his years of employment as follows. Pay shall be the percentage of gross earnings in the preceding vacation year as provided below.

A vacation year shall be from July 1st to June 30th.

Length of Service	Vacation Time	Vacation Pay (% of Gross Earnings Prior Vacation Year)
Less than one year	(pro-rated from the date of hire)	5%
After one year	15 working days	7%
After 4 years	20 working days	9%
After (11) * years	25 working days	11%
After (18) * years	30 working days	13%
After 25 years	35 working days	15%
After the 26 th year onward *	1 additional day for each additional year	+0.4% for each additional day

*Accumulation begins July 1, 1999 to be taken beginning July 1, 2000.

21.03 Banking of Vacation Credits

An employee may accumulate earned annual vacations in excess of 2 weeks. Annual vacation; so accumulated shall be taken at a time mutually agreed upon by the Employer and employee and within 22 months of having been earned (ie) by April 30th in the year after the ensuing year.

21.04 Schedule of Vacations

Vacations shall be scheduled to the mutual convenience of the Employer and the employees. Vacation dates shall be established by April 1st of each year. Prior to April 1st where conflicts in the vacation schedule occur they shall be resolved on the basis of seniority. Once vacation dates are established there shall be no changes thereto except by mutual agreement by the Employer and the employee concerned.

22. SICK LEAVE

22.01 Entitlement

A regular full-time employee shall be entitled to sick leave with pay at the employee's regular rate of pay. Sick leave will be accumulated at the rate of 1 & 1/2 days per month of service to a maximum of 150 days. (In the case of Group III employees sick leave shall accumulate at 16 1/2 hours per month to a maximum of 1166 hours)

22.02 Granting of Sick Leave

Sick leave with pay will be granted because of sickness or accident. An employee may be required to provide a medical certificate or proof of other appointment necessitating sick leave.

22.03 Amount of Sick Leave

Any employee shall be advised, on application, of the amount of sick leave accrued to his credit.

22.04 Illness in the Family

Where no one at home other than the employee can provide for the needs during illness of such employee's children, spouse or parent, the employee shall be entitled, after notifying the employee's supervisor, to use an annual total of 4 accumulated sick leave days per year to care for the employee's children, spouse or parent.

23. LEAVE OF ABSENCE

23.01 Negotiations or Grievances

The Employer 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 Employer or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

23.02 Union Conventions and Provincial/National Meetings

- (a) Leave of absence without loss of seniority shall be granted upon request by the Employer to employees elected or appointed to represent the Union at Union Conventions or to attend Union Schools, Provincial and/or National Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. Such request to be in writing and presented 48 hours prior to such leave. The aggregate of such leave of absence per appointee shall not exceed a total of 30 days in any one calendar year.
- (b) Employees on leave of absence for Union functions as outlined above shall have their regular wages, benefits and other expenses related to this employment paid.
- (c) The Employer shall then bill the Union for the actual direct expenses incurred and the Union shall promptly remit payment to the Employer.

23.03 Leave of Absence for Full Time Union Duties

- (a) An employee who is elected or selected for a position with the Union or any bodies with which the Union is affiliated, shall be granted leave of absence with seniority continuing to accrue during such leave. Such leave shall be renewed each year, on request, during his term of office.
- (b) Such leave shall be without pay or benefits unless the Union advises the Employer in writing that Clause 23.02(b) applies, in which case both clauses 23.02(b) and 23.02(c) apply to such leave.

23.04 Leave of Absence for Public Duties

- (a) The Employer recognizes the right of the employee to participate in public affairs. Provided a written request is given 14 days in advance, the Employer shall allow up to 90 days leave of absence so that an employee may be a candidate in federal or provincial elections.

- (b) Such leave shall be without pay, and shall also be without benefits unless the employee, prior to commencement of the leave, pays to the Employer the full sum of the employee and the Employer contributions for such benefits during the period of the leave. Seniority shall be retained but not accumulated during such leave.
- (c) An employee who is elected to such public office shall be allowed leave of absence during his terms of office. Seniority shall be retained but not accumulated during such leave.

23.05 General Leave

The Employer will give consideration to granting leave of absence without pay and without loss of seniority to any employee requesting such leave in writing for good and sufficient cause. Such consideration to take into account the employee's length of service, purpose of the leave, requested length of leave, the employee's previous use of the leave of absence provisions and the effect of such leave on the operations of the Employer but such leave will not be unreasonably withheld. During such period of leave of absence, the employee shall not be eligible for Statutory Holiday pay, retirement benefit or sick leave entitlement unless specifically authorized.

23.06 Jury or Court Witness Leave

The Employer shall pay an employee who is required to serve as a juror or court witness his regular wage for those days lost. In return, the employee shall remit to the Employer such payments as he may receive for such services.

23.07 Bereavement Leave

Employees shall be granted leave as follows:

- (a) Five days in the case of the death of a spouse, child, parent or sibling of the employee. Where normal work days are involved, the employee shall be paid his regular wages for such a day or days.
- (b) Three days in the case of the death of a brother-in-law, sister-in-law, parent-in-law, grand-parent or grandchild of the employee. Where normal work days are involved, the employee shall be paid his regular wages for such a day or days.
- (c) Additional leave of absence without pay where necessary for the purpose of attending the funeral.

- (d) 1/2 day leave of absence without loss of wages or salary to attend a funeral as a pallbearer.

23.08 Pregnancy Leave

- (a) Upon request, a pregnant employee will be granted unpaid leave for a period of not more than 18 consecutive weeks or such longer period as mutually agreed between the employee and the Employer. Such employee shall also be entitled to Parental Leave pursuant to Article 23.09.

The period of pregnancy leave shall commence on a date determined by the employee, but no sooner than 11 weeks prior to the estimated birth date, and ending no earlier than 6 weeks after the actual birth date.

The request to take pregnancy leave must be made, in writing, at least 4 weeks prior to the proposed commencement of the leave, and include the probable birth date.

An employee on commencement of pregnancy leave shall provide the Employer with her return to work date.

The period of pregnancy leave shall abut any period of Parental Leave taken under the provisions of Article 23.09.

Pregnancy Leave shall be extended for up to an additional 6 consecutive weeks or such longer period as deemed necessary, for illness of the newborn child(children) where a doctor's certificate is presented, or for reasons related to the birth or the termination of the pregnancy.

- (b) Early Return and Emergency Situations

In the case of an incomplete pregnancy, death of a child or other special situations, an employee may return to work earlier than provided in the agreed-upon leave, provided that a minimum of 10 working days written notice is given to the Employer.

The employee intending to make an early return to work will submit a written application together with a medical certificate stating that the employee is fit to return to work.

(c) Adoption Leave

Upon request, an employee shall be granted an unpaid leave of absence for up to 18 weeks following the adoption of a child. The employee shall furnish proof of adoption. Such employee shall also be entitled to Parental Leave pursuant to Article 23.09.

When both parents are employees of the Employer, the total period of adoption leave to be taken by either or both parents is 18 weeks. The parents shall decide the periods of leave which either or both of them will take, subject to the agreement of the Employer.

23.09 (a) Parental Leave

An employee who requests Parental Leave shall be entitled to up to 12 consecutive weeks of unpaid leave:

- (1) for a birth mother, immediately after the end of the Pregnancy Leave unless the employee and the Employer agree otherwise,
- (2) for a birth father, after the child's birth and within 52 weeks after that event,
- (3) for an adopting parent within 52 weeks after the child is placed with the parent.
- (4)** Where both parents are employees of the Employer, the employees shall determine the apportionment of Parental Leave between them subject, to the agreement of the Employer. The total Parental Leave, when shared between both parents, shall not exceed 12 weeks.
- (5) The request to take Parental leave must be made, in writing, at least 4 weeks prior to the proposed commencement of the leave, and be accompanied by:
 - (i) a certificate of a medical practitioner or other evidence stating the date of birth of the child(children) or the probable date of birth of the child(children); or
 - (ii) a letter from the agency placing the child(children) providing evidence of adoption of the child(children).

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under this provision.

(b) Extended Pregnancy/Parental Leave

Upon written request at least 10 working days prior to the expiration of Pregnancy Leave and/or Parental Leave, an additional leave of absence without pay and without loss of seniority, shall be granted to a maximum of 22 weeks.

The employee returning to work after extended Pregnancy/Parental Leave shall provide the Employer with at least ten 10 working days notice.

(c) The services of an employee who is absent from work in accordance with Articles 23.08 or 23.09 shall be considered continuous for the purposes of Articles 14 and 21 and any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where

- (1) the Employer pays the total cost of the plan, or
- (2) the employee elects to continue to pay his or her share of the cost of a plan that is paid for jointly by the Employer and the employee.

(d) An employee who resumes employment on the expiration of the leave of absence granted in accordance with Articles 23.08 and 23.09 shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

23.10 Education Leave

- (a) An employee may be entitled to leave of absence with or without pay and without loss of benefits or seniority to upgrade his employment qualifications and to write examinations.
- (b) Where an employee is required to hold and maintain any qualification tickets to comply with the standards required he shall be paid for lost time at his regular rate of pay while attending such examination.

- (c) The Employer shall compensate employees for the fees expended in maintaining their certificates and licences where such certificates/licences are required by the Employer. For the above purposes, a drivers licence is not a certificate/licence. A fee for a medical certificate for a required drivers licence is a certificate/licence for the above purpose.
- (d) The Employer will grant a leave of absence with pay to employees required to hold Level I, II or III Occupational First Aid Certificates in order for the employees to obtain or maintain this qualification.

23.11 Other Union Business

- (a) The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily for Union business other than as described in Articles 23.01, 23.02 or 23.03, the Employer shall continue payment of regular wages, benefits and other expenses related to their employment for the duration of such leave.
- (b) The Employer shall then bill the Union for the actual direct expenses incurred and the Union shall promptly remit payment to the Employer.

24. **PAYMENT OF WAGES AND ALLOWANCES**

24.01 Payment of Wages

Employees shall be paid on a biweekly basis.

24.02 Wage Schedule

It is mutually agreed that the wage rates as outlined in Schedules "A" and "B", "C" and "D" attached hereto and forming part of this Agreement, constitute the wage rates which shall be paid to employees of the City of Port Alberni.

24.03 Substitution Pay

- (a) An employee assigned by a supervisor to a higher rated position shall receive the rate of pay for that position for all time worked.
- (b) Where an employee is being trained for a higher rated position (e.g.) to be able to substitute for another employee who will be away on vacation etc., such employee shall be paid for such time at the greater of the employee's regular rate, or 90% of the rate of the position for which the employee is being trained.

24.04 Work in a Lower Paid Classification

A regular employee required to work in a classification carrying rates lower than that of his posted classification shall continue to be paid at the rate for his posted classification for 21 working days.

24.05 Standby Pay

Any employee who is required to standby on weekends shall be paid 8 hours at the rate of pay for the Water and Sewer Chargehand classification per day on those days on which he is assigned to standby. The first call out occurring between the hours of 8:00 a.m. and 4:30 p.m. on any assigned standby day(s), and any subsequent call out(s) occurring within 2 hours of commencement of the first call out shall be performed by the employee without additional pay, unless the work connected therewith extends beyond 2 hours from the commencement of the first call out in which case the employee shall be paid overtime in accordance with Article 19 for all time worked in excess of the first 2 hours. Notwithstanding that the first call out(s) occurring between 8:00 a.m. and 4:30 p.m. on any standby day shall be performed without pay, an employee shall be credited with 2 hours work for any such call out(s) for the purpose of calculating the rate of pay for any subsequent call out(s).

25. **LONG SERVICE PAY**

After 10 years service with the Employer, an employee upon retirement

- (a) at not less than 55 years of age, or
- (b) after not less than 35 years of pensionable service, or
- (c) due to a permanent disability as determined by the long term disability plan carrier and who has also fulfilled either (a) or (b) above and submitted a written resignation of employment to the Employer, or
- (d) due to a total and permanent disability as defined in Section 14(3) of the "Pension (Municipal) Act"

shall receive pay for 1 day at his regular rate at the time of termination for each full year of service determined in accordance with Article 21.01 and calculated from the date of his employment.

26. **JOB CLASSIFICATION AND RECLASSIFICATION**

26.01 New or Changed Jobs

- (a) When the duties of any job are significantly changed or increased, or when a new job is created or established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and Union. If the parties are unable to agree on the reclassification and/or the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.
- (b) The Joint Job Evaluation Maintenance Plan shall operate in conjunction with this Article.

26.02 Upgrading of Required Qualifications

Where, as a result of the development or revision of a job description, the training, experience, license, certificate or registration requirements are increased, incumbents in the job at the time of revision will not be precluded from their incumbent position within the bargaining unit because they do not fully meet such increased requirements.

27. **OVER-RATES OF PAY**

Where an employee at present is being paid a rate of pay higher than that shown for his classification, such higher rate shall be considered an over-rate and shall be paid only to such individuals presently holding the position. Where there is a change in personnel in the position, then the rate of pay shall be as set out in Schedules "A" and "C". For the purpose of this Article, Schedules "B" and "D" attached hereto set out the employees who are in receipt of over-rates.

28. **MEAL TICKETS**

Employees required to work

- (a) as a continuation of their normal or special work day for more than 2 hours, or
- (b) for more than 2 hours prior to their normal or special work day (unless at least 1 hour notice has been given),

shall be entitled to a hot meal. (Meal tickets valued at \$12.00 will be provided where applicable by the Employer). An employee entitled to a hot meal shall be allowed 1/2 hour with pay at the applicable rate in order to eat the meal. Should the employee choose not to eat the meal, or should he choose to complete the work before eating the meal, he shall be paid 1/2 hour at the applicable rate in addition to the time actually worked.

29. **EMPLOYEE BENEFITS**

29.01 Medical and Dental Plans

Commencing on the first day of the month, following completion of service under Article **14.04** (a) the Employer agrees to pay **100%** of the premiums of the following programs on behalf of the employee.

(a) Medical Services Plan of B.C.

(b) Major Medical Insurance Plan

including an optical plan providing payment to a maximum of \$150 per person in any 24 consecutive month period for charges incurred relative to the purchase of lenses and frames or contact lenses when prescribed by a person legally qualified to make such prescription.

(c) Dental Plan
providing the following coverage:

(1) Basic dental-services (Plan A) - Plan pays 80% of approved schedule of fees.

(2) Prosthetics, Crowns and Bridges (Plan B) - Plan pays 50% of approved schedule of fees.

(3) Orthodontic (Plan C) - Plan pays 50% of approved Schedule of Fees (lifetime maximum of \$3,000). Coverage to include the employee and dependents.

(d) Removal of Pharmacare tie-in formulary

(e) BlueNet

29.02 Life Insurance

Commencing on the first of the month following completion of service under Article **14.04** (a) the Employer agrees to pay **100%** of the premiums for Group Life Insurance in the principal sum equal to twice the employee's annual salary (the employee's regular hourly rate multiplied by the number of hours normally worked in a year under Article 17) to a maximum coverage of \$80,000 with accidental death and dismemberment in a like amount.

29.03 Long Term Disability

- (a) Commencing on the first of the month following completion of service under Article 14.04(a) all regular full-time employees shall enroll in the Long Term Disability Plan provided. The employee shall pay 100% of the premiums of the Long Term Disability Insurance.

The Employer will administer the plan and deduct the premiums from the employees.

Selection of a different plan by the Union may occur provided the Union provides to the Employer all advance notice necessary to so inform the current plan carrier. The present plan, which covers both Union and excluded staff, may be similarly changed by provision to the Union of such notice as is called for under the current plan to effect departure from that plan of the current excluded staff.

- (b) Pursuant to Section 62.(3) of the Labour Relations Code, the parties hereby specifically exclude the operation of Section 62.(1) and (2) of the Labour Relations Code, application to the above benefit.
- (c) While on long term disability an employee shall continue to accumulate seniority. The employee's right to benefit coverage as in Article 29 shall be continued for a 1 year period from the last day worked.
- (d) An employee who is no longer deemed disabled under the provisions of the disability income maintenance program shall be placed in the employee's former or equivalent position to the extent possible.

29.04 Superannuation

All employees shall be covered by the terms of the "Pension (Municipal) Act" if qualified.

29.05 Disputed Claims

In the event of a disputed claim arising between an employee or eligible dependent and an underwriter of any of the foregoing benefits, the respective insurance policy shall govern and the Employer shall not be held liable and such disputes shall not be subject to the grievance procedure.

30. **HEALTH AND SAFETY**

30.01 Safety Committee

The Union shall appoint its members to the Safety Committee to be established under the Industrial Health and Safety Regulations of the Workers' Compensation Board of British Columbia.

30.02 Investigation

The Committee shall investigate and report as soon as possible on the nature and causes of work accidents or injuries, in compliance with the Workers' Compensation Board Regulations.

30.03 No Discipline for Refusal

No employee shall be disciplined for refusal to work on a job, or handle equipment, which is unsafe.

30.04 Workers' Compensation Benefits

Where an employee is absent from work as a result of a compensable injury sustained in discharging duties on behalf of the Employer, the employee shall:

- (a) turn over to the Employer all wage loss compensation received from the Workers' Compensation Board;
- (b) receive full pay and benefits for the period of compensation;
- (c) accrue sick leave and vacation credits.

This provision shall apply for a period not exceeding 2 years. Thereafter the employee will receive benefits direct from the Workers' Compensation Board.

30.05 Safety Equipment

All employees working in any dirty or dangerous capacity shall be supplied with all the necessary working tools, safety equipment and protective clothing now being supplied while so engaged. A first aid kit shall be supplied by the Employer to each mobile unit of employees.

30.06 Safety Footwear Allowance

All regular employees with a least 6 months service who are required to wear safety footwear by the Workers' Compensation Board Regulations shall be entitled to receive a \$100.00 safety boot allowance to be paid annually by December 15th. The Safety Committee shall determine which job classifications require such footwear.

31. JOB SECURITY

31.01 Contracting Out

The Employer shall not contract out where it would result in a loss to bargaining unit employees.

31.02 Wages and Benefits of Contractors' Employees

- (a) The employees of contractors or subcontractors performing work for the Employer shall receive wages and conditions of employment at least equal to the terms of this Agreement.
- (b) The provisions of paragraph (a) above shall have no application at or in respect of the McLean Mill National Historic Site, except that work currently performed at the site by the bargaining unit will remain bargaining unit work.

31.03 Manning of Power Equipment

- (a) All trucks, crummies and power machines, other than power saws, and sump pumps, shall be operated by bargaining unit employees, unless otherwise mutually agreed between the Employer and the Union, and as specified below.
- (b) Where the Employer proposes to commit items falling within the restriction of Article 31.03 for community volunteer endeavours which are not part of the usual work of the bargaining unit (e.g. hospital heli-pad, fairgrounds, school playgrounds, etc.), such items shall be operated by volunteers from outside the bargaining unit only in accordance with the following:
 - (1) Where practicable, the Employer shall canvass qualified bargaining unit operators to volunteer;
 - (2) If no such qualified volunteers from within the bargaining unit are available, the Employer shall where practicable then inform the Union Executive of the situation so that the Union may attempt to procure such qualified bargaining unit operators from within the bargaining unit.

31.04 Rental of Employer's Equipment

Any powered machinery rented out by the Employer shall be manned and operated by the Employer's operators. The rate of pay for all such employment shall be as provided in this Agreement or the prevailing rate or rates of pay for the industry for the type of work being done, whichever is higher.

32. TECHNOLOGICAL CHANGE

Where technological change is likely to affect the terms and conditions or security of employment of a significant number of employees, the Employer shall:

32.01 Notice

Give as much notice as possible to the Union before implementing the change, stating the nature of the change, the employees affected and the effective date, and discuss the proposed change with the Union in an effort to minimize any potential negative impact on bargaining unit members.

32.02 Opportunity to Acquire Skills

In the event that the Employer should introduce new methods of technology which require new or greater skills than are possessed by employees under the present methods of operation, such employees shall, at the expense of the Employer, be given a maximum period not to exceed ninety (90) days, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

32.03 Alternative to Retraining

An employee who cannot be successfully retrained under Article 32.03 shall be entitled to notice of lay-off and the right to bump in accordance with the other provisions of this Agreement.

32.04 Adjustment Plan

Section 54 of the Labour Relations Code shall apply.

33. GENERAL CONDITIONS

33.01 Plural or Feminine Terms May Apply

Whenever the singular or masculine are used in this Agreement, the same shall be deemed to include the plural or the feminine where the context so requires.

33.02 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them, and 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.

33.03 Injured Employees

An employee who is injured during working hours, and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay, provided that a duly qualified medical practitioner or nurse states that the employee is unfit for further work on that shift.

33.04 Time Limits

Whenever time limits are set out in this Agreement, same may be amended by mutual agreement of the Parties in writing.

33.05 Legislation Clause

Should any article of this Agreement be affected in any manner whatsoever by legislative action, then the parties agree to negotiate a settlement as shall be mutually agreeable to both parties.

33.06 Tool Allowance

Regular Employees permanently holding the position of Carpenter and Mechanic shall be paid a tool allowance of \$100 annually before December 15 in recognition that such employees are required to provide their own tools.

33.07 Damage to Tools

Tools which are the property of a Mechanic or Carpenter and which are lost, broken or damaged while in use by other employees on the Employer's business shall be replaced by the Employer.

33.08 Stolen or Destroyed Tools

The Employer shall replace tools and equipment owned by the Carpenters and Mechanics and required in the performance of their duties with the Employer, which may be lost by burglary or destroyed by fire. As a condition of coverage, affected employees shall file with the Employer a list of all tools owned by the employee, which list shall be kept current at all times and shall describe tools to the satisfaction of the Employer.

33.09 Damaged Eyeglasses

When an employee's eyeglasses are damaged in the course of employment the Employer will reimburse the employee for the cost of repair or replacement. Where replacement is required new glasses shall be industrial standard lenses and frames.

(X)

33.10 Coveralls

The Employer will pay the cost of coverall rental for those classifications it considers to require the use of same.

33.11 Copies of Agreement

The parties shall share equally the cost of printing sufficient copies of the Agreement in booklet form at a Union shop.

33.12 Freedom of Information

Applicants for a posted position shall agree that, in the event of a grievance regarding filling of the posting, that person's interview and selection documentation shall be released to the Union.

34. PERSONNEL FILES

34.01 Location

Personnel file(s) for each employee shall be kept at City Hall and/or Echo Centre.

34.02 Access

Employees shall have supervised access to and review of their personnel file(s), and shall have the right to have copies of any material contained in their personnel file(s).

34.03 Employee Response

Employees may respond in writing to any information contained in their personnel file(s). Such response shall be retained in the file(s).

35. TERM OF AGREEMENT

35.01 Duration

This Agreement shall be binding and remain in full force and effect from July 1, 1998 until December 31, 2000 and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

35.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement. Any such changes shall be by Memorandum of Agreement and shall be attached to and form part of this Collective Agreement.

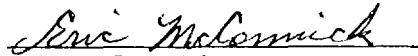
35.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall prior to the expiration of the Agreement, give notice in writing to the other party of the changes proposed. Within 5 working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

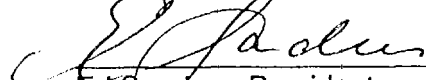
IN WITNESS WHEREOF the Seal of the Employer has been hereunto affixed, attested by the hands of its proper officers in that behalf and has been executed **by** the **duly** authorized Officers of the Union, this 18th day of May 1999.


SIGNED ON BEHALF of the
City of Port Alberni


Mayor Gillian Trumper


Eric McCormick,
City Clerk/Deputy City Manager

SIGNED ON BEHALF of the
Canadian Union of Public
Employees Local No. 118


Ed Sanders, President


Don Dunbar,
Recording Secretary

SECTION "A"

LETTERS OF UNDERSTANDING

**Covering Issues of General Application to be filed
with the Collective Bargaining Agreement
between the City of Port Alberni and
C.U.P.E. Local 118 for the period
July 1, 1998 to December 31, 2000**

November 18, 1991

C.U.P.E. Local #118
P.O. Box 278,
Port Alberni, BC
V9Y 7M7

Attention: B. Goorts, Recording Secretary

Dear Madam:

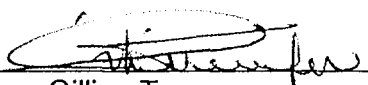
RE: Part Time Employees

In light of the concerns of the Union respecting the definition of Part Time Employees in the Collective Agreement, we wish to assure the Union that it is not management's intention to utilize Part Time Employees to fill positions which can be soundly justified as permanent full time positions.

Yours truly,
CITY OF PORT ALBERNI

G.A. Wiley,
Clerk/Deputy Manager

RE-SIGNED ON BEHALF of the
City of Port Alberni this 18th day
of May, 1999.

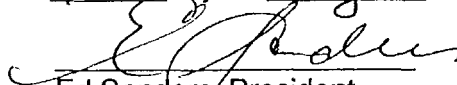


Mayor Gillian Trumper

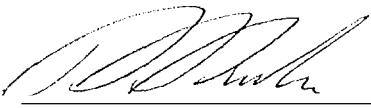


Eric McCormick,
City Clerk/Deputy City Manager

RE-SIGNED ON BEHALF of the
Canadian Union of Public
Employees Local No. 118 this
18th day of May, 1999.



Ed Sanders, President



Don Dunbar,
Recording Secretary

June 19, 1995

LETTER OF UNDERSTANDING

BETWEEN: CITY OF PORT ALBERNI

AND: CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 118

Re: Violence in the Workplace

The Employer and the Union agree to strike a Joint Employer/Union Committee to develop a policy to recommend to the Employer and the Union to deal with the prevention and management of violence in the City of Port Alberni to be incorporated into the Employer's Health and Safety Policy.

In the development of its recommendations, the Committee may consider the following:

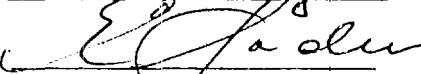
- (a) procedures in an effort to reduce the possibilities of violent incidents;
- (b) procedures dealing with identified concerns of violence or potential for violence in the workplace;
- (c) a process for the education of all affected parties on the issue of violence in the City;
- (d) a process for communicating to employees the Employer's policy on violence once adopted;
- (e) identify the circumstances where it may be appropriate to provide training to employees who come into contact with aggressive persons;
- (f) recommendations on ways in which the effectiveness of any such policy will be measured.


RE-SIGNED ON BEHALF of the
City of Port Alberni this 18th day
of May, 1999.


Mayor Gillian Trumper


Eric McCormick,
City Clerk/Deputy City Manager

RE-SIGNED ON BEHALF of the
Canadian Union of Public
Employees Local No. 118 this
18th day of May, 1999


Ed Sanders, President


Don Dunbar,
Recording Secretary

April 27, 1994. (Revised March 10, 1999)

LETTER OF UNDERSTANDING
REGARDING THE COMPRESSED WORK WEEK

The compressed work week system currently in effect and encompassing the following basic principles is hereby continued for the duration of the July 1, 1998 to December 31, 2000 contract:

1. The compressed work week system shall result in no additional cost to the City;
2. The compressed work week shall result in no reduction in service to the public;
3. Employees shall cooperate in effecting operational efficiencies;
4. Notwithstanding anything referenced herein, it is understood that a supervisor may, on no more than 3 occasions per calendar year per employee, reschedule that employee's "flex day" off for compelling reasons, subject to the employee's right to appeal the rescheduling to the City Clerk/Deputy City Manager or the City Manager;
5. Notwithstanding anything referenced herein, effective the date of signing, statutory holidays shall be paid at the rate of 8.89 hours for full-time outside staff and 8.34 hours for full-time inside staff.

The specific letter dated October 1, 1992 and referring to the Public Works Department and Parks Department shall be modified as per the attached.

The working fortnight is therefore reduced from 81 hours to 80 hours.

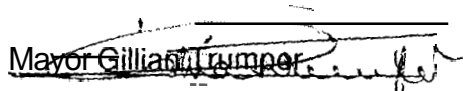
Specific letters dealing with the implementation of the compressed work week which are continued in effect, are as follows:

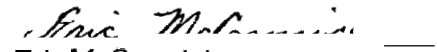
October 1, 1992	Public Works Department and Parks Department, (as modified as per the attached).
October 7, 1992	Purchasing Clerk
November 19, 1992	City Hall Staff
February 25, 1993	Parks and Recreation - Program Secretary
August 3, 1993	Programmer (Seniors)
December 28, 1993	Parks and Recreation - Recreation Receptionists
December 14, 1995	R.C.M.P. (UDP, GPIC, PIRS positions)

The letter dated October 1, 1992 regarding the Engineering Technicians 1 and 2 has been rolled into the modified letter dated October 1, 1992 regarding the Public Works Department and the Parks Department.

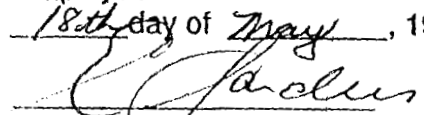
The letter dated October 8, 1992 regarding the Parks and Recreation Accounting Staff and the letter dated October 26, 1993 regarding the Parks and Recreation Aquatic Centre Receptionist/Cashier II are deleted, but the present incumbents will continue working their compressed work week schedules until they resign, retire or take up another position, in which case the work schedule in their new positions will **apply**.

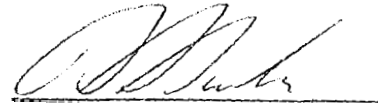
RE-SIGNED ON BEHALF of the
City of Port Alberni this 18th day
of May, 1999.


Mayor Gillian Trummer


Eric McCormick,
City Clerk/Deputy City Manager

RE-SIGNED ON BEHALF of the
Canadian Union of Public
Employees Local No. 118 this
18th day of May, 1999.


Ed Sanders, President


Don Dunbar,
Recording Secretary

October 1st, 1992 (Revised March 10, 1999)

LETTER OF UNDERSTANDING
RESPECTING A COMPRESSED WORK WEEK

BETWEEN:

CITY OF PORT ALBERNI

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 118

It is agreed between the parties that a compressed work week comprising a nine day fortnight will be implemented in certain work areas on an experimental basis effective August 4, 1992.

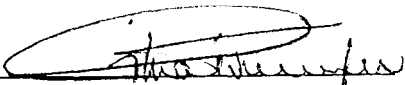
1. The experiment will involve the City Public Works Department and the classifications of Engineering Technicians 1 and 2 as well as Parks Yard employees.
2. The compressed work week is implemented conditional upon affected employees co-operating with management in effecting operational efficiencies.
3. Hours of work shall be 7:00 a.m. to 4:30 p.m. with breaks at the following times:
10:00 - 10:15 a.m.
12:00 - 12:37 p.m.
2:30 - 2:45 p.m.


Coffee breaks shall be taken at the **job** site unless otherwise authorized by a supervisor. Affected employees shall have alternate Fridays off.

4. For purposes of overtime, Fridays that would normally be the employee's day off and Saturdays shall both be deemed the first day of rest (eg) Double time shall apply after 12 hours on a regular work day and after 4 hours on the first day of rest.
5. Time for sick leave and vacations shall be earned or taken based on the hours of the compressed work week.
6. Time off for statutory holidays and compassionate leave shall be taken based on the hours worked under the compressed work week ie. 8.89 hours and paid for on the basis of regular daily pay ie. 8.89 hours. Where statutory holidays or days off in lieu of statutory holidays fall on an employee's regularly scheduled day off, such days may be accumulated and taken *at* a time mutually agreed between the Employer and the employee. Any time so accumulated and not used prior to June 30th in the ensuing year shall be forfeited by the employee.
7. Except for emergencies, employees shall endeavour to arrange doctors appointments, etc. to be taken on the employee's day off.
8. Employees leaving the job site for lunch will travel to the dining area on their own time and return on City time (i.e.) will not leave the job site until 12:00 noon and will leave the dining area by 12.37 p.m. and except for **job** related activities will travel direct to the job site.

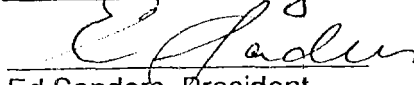
9. It is understood that the compressed work week is implemented on an experimental basis. It shall be reviewed after six months time and a decision taken as to whether or not it shall continue, and if it does continue on what basis. The experiment shall not be terminated without reason.
10. Modifications may be made at any time to the principles outlined herein by mutual consent of the parties.

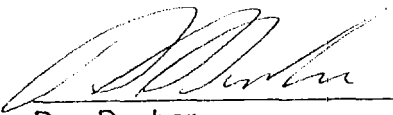
RE-SIGNED ON BEHALF of the
City of Port Alberni this 18th day
of May, 1999.


Mayor Gillian Trumper


Eric McCormick,
City Clerk/Deputy City Manager

RE-SIGNED ON BEHALF of the
Canadian Union of Public
Employees Local No. 118 this
18th day of May, 1999.


Ed Sanders, President


Don Dunbar,
Recording Secretary

May 15, 1996 (Revised May 12, 1999)

LETTER OF UNDERSTANDING

RESPECTING PROBATION **AND** THE COMPRESSED WORK WEEK

BETWEEN:

CITY OF PORT ALBERNI

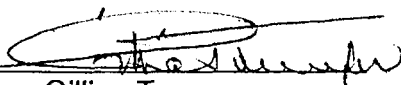
AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 118


It is agreed between the parties that, so long as the compressed work week remains in effect, the probationary period for regular employees shall be deemed to be as follows:

Group 1 Employees - 450 hours worked
Group 2 Employees - 480 hours worked

RE-SIGNED ON BEHALF of the
City of Port Alberni this 18th day
of May, 1999.

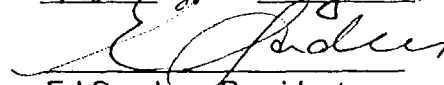


Mayor Gillian Trumper




Eric McCormick,
City Clerk/Deputy City Manager

RE-SIGNED ON BEHALF of the
Canadian Union of Public
Employees Local No. 118 this
18th day of May, 1999.



Ed Sanders, President



Don Dunbar,
Recording Secretary

LETTER OF UNDERSTANDING

REGARDING ASSIGNED SENIORITY DATES FOR REGULAR PART-TIME EMPLOYEES

BETWEEN:

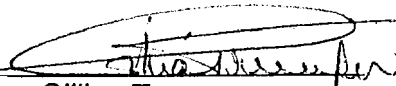
CITY OF PORT ALBERNI

AND:


CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 118

In relation to the provision of seniority to regular part-time employees as defined in Article 1.03 (a) of the Collective Bargaining Agreement, the parties hereby agree that the list of the positions covered by that definition, along with the list of employees currently filling those positions and their assigned seniority dates, are as set out on the attached.

SIGNED ON BEHALF of the
City of Port Alberni this 18th day
of May, 1999.

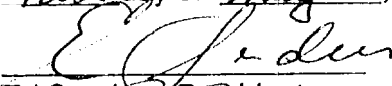


Mayor Gillian Trumper

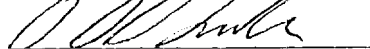


Eric McCormick,
City Clerk/Deputy City Manager

SIGNED ON BEHALF of the
Canadian Union of Public
Employees Local No. 118 this
18th day of May, 1999



Ed Sanders, President



Don Dunbar,
Recording Secretary

City of Port Alberni

LIST OF REGULAR PART-TIME POSITIONS QUALIFYING FOR SENIORITY UNDER ARTICLE 1.03 (a)

NO.	POSITION	PACKAGE
1.	Instructor/Guard (Pool)	I/G Package 1
2.	Instructor/Guard (Pool)	I/G Package 2
3.	Instructor/Guard (Pool)	I/G Package 3
4.	Instructor/Guard (Pool)	I/G Package 4
5.	Instructor/Guard (Pool)	I/G Package 5
6.	Maintenance Assistant	MA Package 1
7.	Maintenance Assistant	MA Package 2
8.	Maintenance Assistant	MA Package 3
9.	Maintenance Assistant	MA Package 4
10.	Maintenance Assistant	MA Package 5
11.	Maintenance Assistant	MA Package 6
12.	Maintenance Assistant	MA Package 7
13.	Maintenance Assistant (Works)	MA Package (Works)
14.	Receptionist Assistant (Pool)	ARA Package 1
15.	Receptionist Assistant (Pool)	ARA Package 2

City of Port Alberni

LIST OF EMPLOYEES CURRENTLY FILLING REGULAR PART-TIME POSITIONS THAT QUALIFY FOR SENIORITY UNDER ARTICLE 1.03 (a)

NO	EMPLOYEE NUMBER	EMPLOYEE NAME	DATE OF HIRE	ASSIGNED SENIORITY DATE	POSITION	PACKAGE
1.	4860	Colclough, Mona	78/09/05	98/07/01	Maintenance Assistant (Works)	Maintenance Assistant (Works)
2.	2975	Jackson, Barbara	82/03/03	98/07/02		
3.	780	Bosma, Maria	84/09/10	98/07/03	Receptionist (Pool)	ARA Package 2
4.	281	Bagley, Catherine	89/11/21	98/07/04	Instructor/Guard (Pool)	Instructor/Guard Package 2
5.	1545	Czeczei, Stephanie	90/01/09	98/07/05	Maintenance Assistant	MA Package 6
6.	2070	Haider, Stacy	90/09/19	98/07/06	Maintenance Assistant	MA Package 4
7.	1465	<i>Croft, Val</i>	91/07/12	98/07/07	Maintenance Assistant	MA Package 7
8.	3750	Loiselle, Alan	92/09/30	98/07/08	Maintenance Assistant	MA Package 5
9.	6597	Silvius, Darla	93/04/24	98/07/09	Instructor/Guard (Pool)	Instructor/Guard Package 3
10.	3641	Laslo, Albert	96/06/25	98/07/10	Maintenance Assistant	MA Package 1
11.	1445	Cormack, Garry	96/10/02	98/07/11	Maintenance Assistant	MA Package 3
12.	762	Boon, Suzanne	97/06/02	98/07/12	Instructor/Guard (Pool)	Instructor/Guard Package 4
13.	5260	Portilla, Linda	97/07/16	98/07/13	Maintenance Assistant	MA Package 2
14.	2300	Gosselin, Chantal	97/10/21	98/07/14	Instructor/Guard (Pool)	Instructor/Guard Package 5
15.		Currently Vacant			Instructor/Guard (Pool)	Instructor/Guard Package 1

LETTER OF UNDERSTANDING

REGARDING IMPLEMENTATION OF JOB EVALUATION PROGRAM FOR PART-TIME EMPLOYEES

BETWEEN:


CITY OF PORT ALBERNI

AND:

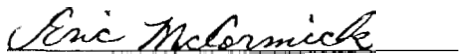
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 118

It is agreed between the parties that the attached document, Page 51-A entitled "Part-Time Job Evaluation Program" sets out the rates required to implement the Part-Time Job Evaluation Program during the term of this agreement and reflects the amount to be paid toward the implementation of the said program effective January 1, 1999, (\$15,585.00).

SIGNED ON BEHALF of the
City of Port Alberni this 18th day
of May, 1999.




Mayor Gillian Trumper




Eric McCormick,
City Clerk/Deputy City Manager

SIGNED ON BEHALF of the
Canadian Union of Public
Employees Local No. 118 this
18th day of May, 1999.



Ed Sanders, President



Don Dunbar,
Recording Secretary

CITY OF PORT ALBERNI AND CUPE LOCAL 118 PART-TIME JOB EVALUATION PROGRAM

NO.	POSITION	SCORE	PAY BAND	1998 PAY RATE	EVALUATED RATE	DIFFERENCE	HOURS WORKED	1999 JE INCREASE	1999 JE RATE	1999 JE COST	DIFFERENCE TO BE IMPLEMENTED (HOURLY RATE)
1.	Sidewalk Watchperson	110	4	\$16.59	\$15.10	-\$1.49	0.00	-\$0.17	\$15.10	\$0.00	-\$1.32
2.	Program Assistant (Glenwood/Arena)	125	5	\$11.11	\$15.47	\$4.36	2552.00	\$0.49	\$11.60	\$1,250.48	\$3.87
3.	Program Assistant (Concession)	130	6	\$11.11	\$15.84	\$4.73	880.50	\$0.53	\$11.64	\$488.84	\$4.20
4.	Program Assistant (Skate Patrol]	135	6	\$11.11	\$15.84	\$4.73	1293.25	\$0.53	\$11.64	\$685.42	\$4.20
5.	Maintenance Assistant (Harbour Quay)	145	7	\$12.12	\$16.21	\$4.09	405.50	\$0.46	\$12.58	\$186.53	\$3.63
6.	Program Assistant (Concession/Cashier)	150	7	\$11.11	\$16.21	\$5.10	822.25	\$0.57	\$11.68	\$468.68	\$4.53
7.	Skateshop (Arena)	150	7	\$11.11	\$16.21	\$5.10	325.75	\$0.57	\$11.68	\$185.68	\$4.53
8.	Maintenance Assistant (Echo Centre)	155	8	\$12.12	\$16.58	\$4.46	4543.25	\$0.50	\$12.62	\$2,271.63	\$3.96
9.	Maintenance Assistant (Aquatic Centre)	160	8	\$12.12	\$16.58	\$4.46	1069.75	\$0.50	\$12.62	\$534.88	\$3.96
10.	Engineering Assistant	175	9	\$19.26	\$16.95	-\$2.31	0.00	-\$0.26	\$16.95	\$0.00	-\$2.05
11.	Program Assistant (Museum)	205	11	\$11.11	\$17.69	\$6.58	715.50	\$0.74	\$11.85	\$529.47	\$5.84
12.	Program Assistant (Summer Playgrounds)	220	13	\$11.66	\$18.43	\$6.77	1972.75	\$0.76	\$12.42	\$1,499.29	\$6.01
13.	Program Assistant (Summer Camps)	225	13	\$11.66	\$18.43	\$6.77	482.50	\$0.76	\$12.42	\$366.70	\$6.01
14.	Program Assistant (Summer Sports)	225	13	\$11.66	\$18.43	\$6.77	344.75	\$0.76	\$12.42	\$262.01	\$6.01
15.	Receptionist Assistant (Echo Centre)	235	14	\$13.52	\$18.80	\$5.28	1225.32	\$0.59	\$14.11	\$722.94	\$4.69
16.	Receptionist Assistant (Aquatic Centre)	240	14	\$13.54	\$18.80	\$5.26	2437.84	\$0.59	\$14.13	\$1,438.33	\$4.67
17.	Lifeguard/Instructor (Aquatic Centre)	250	15	\$14.85	\$19.17	\$4.52	6523.25	\$0.51	\$15.16	\$3,326.86	\$4.01
18.	Summer Coordinator (Summer Playgrounds)	284	18	\$12.67	\$20.29	\$7.62	584.00	\$0.85	\$13.52	\$496.40	\$6.77
19.	Summer Coordinator (Summer Camps)	284	18	\$12.67	\$20.29	\$7.62	541.00	\$0.85	\$13.52	\$459.85	\$6.77
20.	Summer Coordinator (Summer Sports)	284	18	\$12.67	\$20.29	\$7.62	510.00	\$0.85	\$13.52	\$433.50	\$6.77
							27229.16			\$15,585.30	

SECTION "B"

LETTERS OF UNDERSTANDING

**Covering Issues of Public Works and Office
and Technical Departments to be filed
with the Collective Bargaining Agreement
between the City of Port Alberni and
C.U.P.E. Local 118 for the period
July 1, 1998 to December 31, 2000**

LETTER OF UNDERSTANDING

PUBLIC WORKS DEPARTMENT

**REGARDING: HOURS OF WORK - STREET SWEEPER; ASSIGNMENT OF EMPLOYEES
DUE TO ABSENCES OR EQUIPMENT BREAKDOWNS; AND JOB EQUIPMENT TRAINING**

BETWEEN:

CITY OF PORT ALBERNI

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 118

The parties hereby agree as follows:

1. Hours of Work - Street Sweeper

Hours of work for the classification of Street Sweeper shall be by mutual agreement of the parties.

2. Assignment of Employees Due to Absences or Equipment Breakdowns

a) Immediately preceding a work day or during a work day, the Employer may:

(1) assign any available employee competent to fill the vacancy to a classification which is vacant due to the absence of another employee who has not reported to work, or

(2) reassign employees due to equipment breakdown or project shutdown.

(b) In accordance with Section 24.04 it is understood that where such assignment or reassignment occurs, assigned or reassigned employees shall receive their regular rate of pay or the rate for the classification to which they are assigned, whichever is greater.

(c) The Employer reserves the right to determine whether an absent employee needs to be replaced temporarily. In filling an employee's absence exceeding one shift in length, the Employer may select any qualified employee. However, where another more senior qualified employee has requested to fill the absent employee's position and the request is denied, the employee's seniority shall be recognized through payment of the applicable rate for the position, if higher.

(d) Upon equipment or project shutdown, the Employer may reassign affected employees to any position within their work crew, which does not involve displacement of another member of that crew, or to an alternate position with an equal or higher pay rate than the employee's regular rate.

(e) Public Works work crews are defined as:

- | | |
|-----------------|------------------|
| (1) Solid Waste | (4) Streets |
| (2) Sewer | (5) Construction |
| (3) Water | (6) Shops |

If the employee is not reassigned within their work crew, or is not reassigned to a position with an equal or higher rate of pay which does not involve displacing another employee, then, at the request of the affected employee, the Employer shall reorganize employees in accordance with seniority subject to acceptable competence and experience levels.

3. Job Equipment Training

(a) The Employer shall inaugurate and maintain a system of "on the job" equipment training so that every Public Works Department outside employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Accordingly, employees shall be allowed to learn the work of higher or equal positions during the regular working hours by arranging to exchange positions for temporary periods, without affecting the salary or pay of the employees concerned.

(b) Such arrangements shall be made with the approval of a supervisor and shall be conducted so as not to adversely affect the job function or general safety. Opportunities for training shall be allocated according to the seniority provisions of this Agreement.

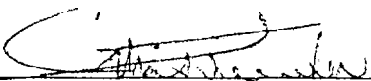
4. Assignment of Overtime under Article 19.06

1. Employees in the Public Works Department are assigned to one of the following crews:

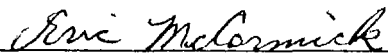
- a) Solid Waste
- b) Sewer
- c) Water
- d) Streets
- e) Construction
- f) Shops

2. When assigning overtime under Article 19.06 each crew shall be deemed to be a separate classification.
3. For the purposes of sanding, snow and ice removal only, overtime will be offered firstly to the operator normally assigned to the responding piece of equipment and secondly to qualified employees of the construction crew in the order of seniority.

REVISED AND RE-SIGNED ON BEHALF
of the City of Port Alberni this 18th day
of May, 1999.



Mayor Gillian Trumper

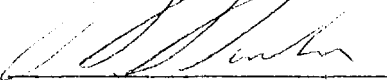


Eric McCormick,
City Clerk/Deputy City Manager

REVISED AND RE-SIGNED ON
BEHALF OF Canadian Union of
Public Employees Local No. 118
this 18th day of May, 1999.



Ed Sanders, President



Don Dunbar,
Recording Secretary

LETTER OF UNDERSTANDING
OFFICE AND TECHNICAL DEPARTMENT

REGARDING HOURS OF WORK - CUSTODIAL GUARDS AND HOURS OF WORK FOR
J. MacNAUGHTON AND J. McNALLY

BETWEEN:

CITY OF PORT ALBERNI

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 118

1. Hours of Work - Custodial Guards

In recognition that there is no acknowledged rest periods afforded these employees, it is agreed that they shall be paid an additional ½ hour at their regular rate after five continuous hours of work.

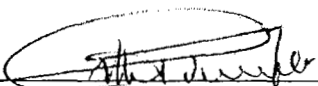
2. Hours of Work - J. MacNaughton and J. McNally

Notwithstanding the provisions of the Collective Agreement, it is agreed between the parties, on a non-precedential basis, that the hours of work of the above named employees shall be as mutually agreed between the Employer and each affected employee. Such hours of work are not to exceed 8.34 hours per day or 75 hours in each bi-weekly pay period without payment of overtime in accordance with the Collective Agreement.

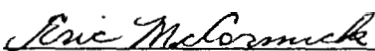
Should there fail to be mutual agreement between the Employer and employee in regard to the hours of work, the Collective Agreement will apply.

This letter will terminate on expiration of the current Collective Agreement.

RE-SIGNED ON BEHALF of the
City of Port Alberni this 18th day
of May, 1999.

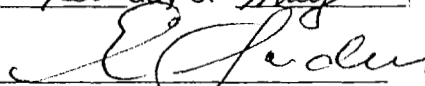


Mayor Gillian Trumper




Eric McCormick,
City Clerk/Deputy City Manager

RE-SIGNED ON BEHALF of the
Canadian Union of Public
Employees Local No. 118 this
18th day of May, 1999.



Ed Sanders, President



"Don Dunbar,
Recording Secretary

SECTION "C"

LETTERS OF UNDERSTANDING

**Covering Issues of Parks and Building Maintenance
and Office and Programs (Parks and Recreation) Departments to be filed
with the Collective Bargaining Agreement
between the City of Port Alberni and
C.U.P.E. Local 118 for the period
July 1, 1998 to December 31, 2000**

April 27, 1994

CITY OF PORT ALBERNI
LETTER OF UNDERSTANDING REGARDING
TERMS AND CONDITIONS GOVERNING PART-TIME EMPLOYMENT
WITHIN THE PARKS AND RECREATION DIVISION

The following terms and conditions shall apply to part-time employees within the Parks and Recreation Division.

1. SCHEDULES

- (a) Certain schedules for part-time staff shall be defined in the following areas:
 - Aquatic Centre Instructor/Guards
 - Aquatic Centre Receptionist-Cashier Assistants
 - Arena/Glenwood Program Assistants
 - Echo Centre Recreation Receptionist Assistants
 - Maintenance Assistants
 - Parks Labourers (Seasonal)
 - Summer Program Assistants
- (b) This concept of schedules shall not apply to Program Instructors.
- (c) Nothing in this Agreement shall constitute a "guarantee" of hours of work per day or per week. The schedules may fluctuate with changes of: season, programs, participation levels, maintenance shutdowns, etc.
- (d) Maintenance Assistants who work the Friday and Saturday 10:00 P.M. to 6:00 A.M. shifts, and who hold a Level One Pool Operator's certificate, shall receive the Maintenance Worker (Aquatic Centre) rate.

2. BIDDING ON VACANCIES

- (a) Part-time staff, except for program instructors, shall be established into "departments" and given service credits within their department. The departments are defined in Article 14.2.1 of the Collective Bargaining Agreement.
- (b) Part-time employees, (except Program Instructors) shall be eligible to bid on vacancies. Preference will be given to the applicant (within each department as described in paragraph 2 (a) above) having the longest service and the required qualifications.

- (c) In cases where two or more applicants have the same date of hire as well as the required qualifications, preference shall be given to the employee having the greatest number of hours worked at that point in time.
- (d) In cases where an employee "gives up" one posting by successfully applying on a seasonal job posting, he or she does not automatically revert to his or her former posting. That employee must await a new posting and apply on it if interested.

3. CASUAL EMPLOYEES

Employees who do not hold a job posting may be retained as "casual employees". Casual employees may be scheduled for hours not contained within posted schedules and for "call-in" hours where other employees may be absent.

4. CALL-IN OR SPARING HOURS

- (a) For sparing hours in cases of unexpected absences or additional work, part-time employees, (both those with postings and casual employees) will be called in, in order of length of service measured by the most recent date of hire. This shall apply ONLY WITHIN EACH SET OF SCHEDULES as defined in paragraph 1.(a). If no one within that set of schedules is available to work, qualified employees from another set will be considered.
- (b) This call-in system shall not apply where short notice, (ie. same day notice) is given of employee absences.
- (c) Where a full schedule requires a spare, except in very extenuating circumstances, that schedule will not be split up so that longer service employees can take only some of the hours available.
- (d) Where a full schedule requires a spare, employees cannot drop their posted schedules to temporarily take up a different schedule.*

*EXCEPTION- In cases of absence of full-time staff for longer than one working day, the qualified part-time employee with the longest service will be given preference if a temporary substitute is required. In such cases, the employee may temporarily drop his or her posted schedule.

5. REQUESTS FOR TIME OFF FOR VACATION

- (a) Employees posted to schedules are required to submit to their direct supervisor any requests they have for significant time off vacation in the ensuing year by April 1st each year.

- (b) In the case of swim lesson instructors, if the requested vacation period falls during a lesson set, another employee may be assigned to cover that full lesson set, even though the vacationing employee may not be away for the full lesson set. (The purpose of this is to ensure as much stability in the lesson instruction as possible to satisfy student and parent needs.) However, on the vacationing employee's return, he or she will regain hours of work other than the lesson instruction hours.
- (c) Vacations shall be scheduled to mutual convenience of the Employer and employees, subject to the requirements of the operation.
- (d) Any conflicting requests from two or more employees shall be resolved on the basis of length of service.
- (e) Summer seasonal staff are not eligible to take vacation time off, since, by definition, the operations require them to be at work throughout the summer season.

6. LOSS OF SERVICE CREDITS

A part-time employee shall lose service credits for the following reasons:

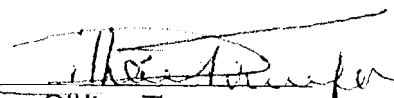
- If he or she does not work for the Employer for six months.
- If he or she is discharged and not reinstated.
- If he or she fails to return from a leave of absence
- If he or she is terminated voluntarily or for other non-culpable reasons.

7. BUMPING


Part-time employees may only look to bump if they have been bumped as a result of a regular employee having been laid off and subsequently having bumped a part-time employee. Bumping procedures will be as defined in Article 16 of the Collective Bargaining Agreement.

RE-SIGNED ON BEHALF OF THE
CITY OF PORT ALBERNI

this 18th day of May, 1999



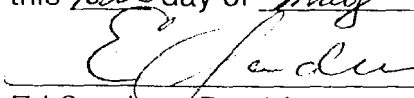
Mayor Gillian Trumper



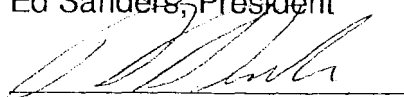
Eric McCormick
City Clerk/Deputy City Manager

RE-SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL NO. 118

this 18th day of May, 1999.



Ed Sanders, President



Don Dunbar
Recording Secretary

LETTER OF UNDERSTANDING
PARKS AND BUILDING MAINTENANCE DEPARTMENT
REGARDING: LABOURER 2 (PARKS) PAYMENT OF CERTAIN RATES

BETWEEN:

CITY OF PORT ALBERNI

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 118

The parties hereby agree as follows:

1. Labourer 2 (Parks) Classification and the Payment of Certain Other Rates

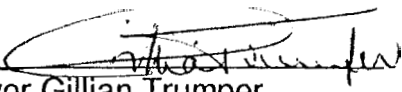
- (a) As a general rule, Labourer 2 (Parks) staff will be assigned to operate equipment before any temporary labourers are assigned to operate equipment.
- (b) The current **Formsetter/Finisher** rate shall be paid for "brick setting" duties. Normally, this rate will be paid to only one person, but if a particular project is large enough, the supervising manager may appoint two people.

Specific tasks defining brick setting are as follows:


- i) installing interlocking brick pavers, including all layout and finish cutting, fitting and trimming.
 - ii) ensuring that the brick base is properly prepared and the brick pattern layout is properly implemented.
 - iii) directing other employees in the preparation of the base and other tasks related to the brick setting projects.
- (c) Where the supervising manager assigns an employee to lay concrete blocks for the construction of buildings, the employee will be paid the Tradesman rate for the time so worked.
- (d) Where the supervising manager assigns an employee to do a formsetting/concrete finishing project, the employee will be paid the **Formsetter/Finisher** rate for the time so worked.

- (e) The Employer undertakes to inform employees of any anticipated rate changes at the start of the work day so that each employee understands at that point in time whether or not his work assignment for the day will involve a different rate from his regular rates.

RE-SIGNED ON BEHALF of the
City of Port Alberni this 18th day
of May, 1999.

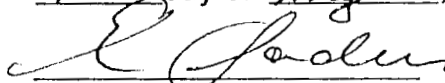


Mayor Gillian Trumper

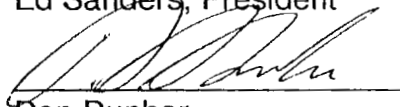


Eric McCormick,
City Clerk/Deputy City Manager

RE-SIGNED ON BEHALF of the
Canadian Union of Public
Employees Local No. 118 this
18th day of May, 1999.



Ed Sanders, President



Don Dunbar,
Recording Secretary

LETTER OF UNDERSTANDING

OFFICE AND PROGRAMS (PARKS AND RECREATION) DEPARTMENT

REGARDING BATHING SUITS FOR INSTRUCTOR GUARDS AND THE USE OF WORK EXPERIENCE STUDENTS

BETWEEN:

CITY OF PORT ALBERNI

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 118

1. Bathing Suits - Lifeguards and Swimming Instructors

- (a) An annual bathing suit allowance of \$100.00 be paid to the following staff:
 - (i) Regular Senior Instructor/Guards; and
 - (ii) Part time Instructor/Guards who are package holders.


2. The Use of Work Experience Students

It is understood and agreed that, so long as there *is* no lay-off or reduction of hours of work for regular Museum employees, the City may engage Work experience students (e.g.) Co-op Students as required for work at the Alberni Valley Museum on the following basis:

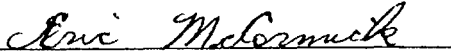
- a) The aggregate term of employment of all students will not exceed 8 months in any calendar year.
- b) The work to be performed by such students shall be only for projects which would not ordinarily be undertaken by the City were it not for the Work Experience program.

- c) The hours of work of such students will be only for times when at least one member of the museum staff is also scheduled to work.
- d) This letter will expire December 31, 2000 or on the expiry date of the Collective/ Agreement commencing July 1, 1998, whichever is later.

RE-SIGNED ON BEHALF of the
City of Port Alberni this 18th day
of May, 1999.

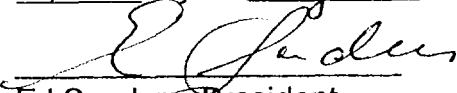


Mayor Gillian Trumper




Eric McCormick,
City Clerk/Deputy City Manager

RE-SIGNED ON BEHALF of the
Canadian Union of Public
Employees Local No. 118 this
18th day of May, 1999.



Ed Sanders, President



Don Dunbar.
Recording Secretary

CITY OF PORT ALBERNI - SCHEDULE "A" REGULAR FULL TIME POSITION RATES					
BAND	JOB TITLE	GROUP	July 1 1998	January 1 1999 - 1%	January 1 2000 - 1%
11	Maintenance Worker (Echo)	V	17.69	17.87	18.05
12	N/A		18.06	18.24	18.42
13	Labourer 1	II	18.43	18.61	18.80
14	Solid Waste Collector 1 (Commercial)	II	18.80	18.99	19.18
	Clerical Worker (General)	I / II	18.80	18.99	19.18
15	Maintenance Worker (Pool)	V	19.17	19.36	19.56
	P.I.R.S. Operator (RCMP)	IV	19.17	19.36	19.56
	Senior Maintenance Worker (Glenwood)	II	19.17	19.36	19.56
16	U. D. P. Operator (RCMP)	IV	19.54	19.74	19.93
	Receptionist (Pool)	IV	19.54	19.74	19.93
	Truck Driver 1	II	19.54	19.74	19.93
	Labourer 2 (Works)	II	19.54	19.74	19.93
17	C. P. I. C. Operator (RCMP)	IV	19.92	20.12	20.32
	Cashier	I	19.92	20.12	20.32
	Maintenance Worker (Arena)	V	19.92	20.12	20.32
	Custodial Guard (RCMP)	III	19.92	20.12	20.32
	Labourer 2 (Parks)	II	19.92	20.12	20.32
18	Telephone Receptionist / Records Clerk (RCMP)	IV	20.29	20.49	20.70
	Receptionist (Echo)	IV	20.29	20.49	20.70
	Receivables Clerk (P&R)	I	20.29	20.49	20.70
	Receptionist (City Hall)	I	20.29	20.49	20.70
	Truck Driver 2	II	20.29	20.49	20.70
	Solid Waste Collector 1 (Residential)	II	20.29	20.49	20.70
	Streets Service 1	II	20.29	20.49	20.70
	Equipment Operator 1 (Parks)	II	20.29	20.49	20.70
	Senior Maintenance Worker (Echo)	II	20.29	20.49	20.70
	Meter / Hydrant Attendant	II	20.29	20.49	20.70
	Engineering Clerk	I	20.29	20.49	20.70
19	Exhibits Custodian / Records Clerk (RCMP)	I	20.66	20.87	21.08
	Program Secretary	I	20.66	20.87	21.08
	Sweeper Operator	II	20.66	20.87	21.08
	Tractor Operator (Flail)	II	20.66	20.87	21.08
	Head Receptionist (Pool)	IV	20.66	20.87	21.08
	Payables Clerk (P&R)	I	20.66	20.87	21.08
	Receptionist / Front Counter (R.C.M.P.)	IV	20.66	20.87	21.08
20	Solid Waste Collector 2 (Commercial)	II	21.03	21.24	21.45
	Truck Driver 3	II	21.03	21.24	21.45
	Accounting Clerk (Payables)	I	21.03	21.24	21.45
	Accounting Clerk	I	21.03	21.24	21.45
	Instructor / Guard	IV	21.03	21.24	21.45
	Loader Operator	II	21.03	21.24	21.45
	Accounting Clerk (Taxes)	I	21.03	21.24	21.45
	Accounting Clerk (Utilities)	I	21.03	21.24	21.45
21	Equipment Operator 2 (Parks)	II	21.40	21.61	21.83
	Traffic Service	II	21.40	21.61	21.83
	Solid Waste Collector 2 (Residential)	II	21.40	21.61	21.83
	Purchasing Clerk	I	21.40	21.61	21.83
	Records Management Clerk / PIRS Coordinator (RCMP)	IV	21.40	21.61	21.83
	Court Liaison (RCMP)	IV	21.40	21.61	21.83

CITY OF PORT ALBERNI - SCHEDULE "A" REGULAR FULL TIME POSITION RATES					
BAND	JOB TITLE	GROUP	July 1 1998	January 1 1999 - 1%	January 1 2000 - 1%
22	Operations Clerk	II	21.77	21.99	22.21
	Accounting Supervisor (P&R)	I	21.77	21.99	22.21
	PC Technician / LAN Administrator	II	21.77	21.99	22.21
	Payroll Clerk	I	21.77	21.99	22.21
	Streets Service 2	II	21.77	21.99	22.21
23	Backhoe Operator	II	22.14	22.36	22.59
	Dispatcher (R.C.M.P.)	IV	22.14	22.36	22.59
	Formsetter / Finisher	II	22.14	22.36	22.59
	Grader Operator	II	22.14	22.36	22.59
	Engineering Technician 1	II	22.14	22.36	22.59
24	Senior Maintenance Worker (Arena)	II	22.51	22.74	22.96
	Excavator Operator	II	22.51	22.74	22.96
	Planning Technician	I	22.51	22.74	22.96
25	Programmer (Recreation)	I	22.88	23.11	23.34
	Programmer (Seniors)	I	22.88	23.11	23.34
	Education Curator	IV	22.88	23.11	23.34
	Storeskeeper / O.H & S. Officer	II	22.88	23.11	23.34
	Administration Clerk (RCMP)	I	22.88	23.11	23.34
26	Collections Curator	IV	23.25	23.48	23.72
	Engineering Technician 2	II	23.25	23.48	23.72
	Engineering Technician 2 (Mapping)	I	23.25	23.48	23.72
	Licence Inspector	I	23.25	23.48	23.72
	Bylaw Enforcement Officer/License Inspector	II	23.25	23.48	23.72
	Accountant / Assistant Collector	I	23.25	23.48	23.72
27	Gardener	II	23.62	23.86	24.09
	Mechanic (Parks)	II	23.62	23.86	24.09
	Utilities Technician	II	23.62	23.86	24.09
	Systems Operator	I	23.62	23.86	24.09
	Carpenter	II	23.62	23.86	24.09
	Mechanic (Works)	II	23.62	23.86	24.09
	Waste Water System Operator	II	23.62	23.86	24.09
	Welder	II	23.62	23.86	24.09
	Water System Operator	II	23.62	23.86	24.09
28	Chargehand (Construction)	II	24.00	24.24	24.48
	Chargehand (Streets)	II	24.00	24.24	24.48
29	Chargehand (Water)	II	24.37	24.61	24.86
	Chargehand (Sewer)	II	24.37	24.61	24.86
30	N/A		24.74	24.99	25.24
31	Chargehand (Trades)	II	25.11	25.36	25.61
78%	Trades Helpers 1st year	II	18.43	18.61	18.80
82%	Trades Helpers 2nd year	II	19.37	19.56	19.76
86%	Trades Helpers 3rd year	II	20.32	20.52	20.73
90%	Trades Helpers 4th year	II	21.27	21.48	21.70

CITY OF PORT ALBERNI - SCHEDULE "B" REGULAR FULL TIME RED CIRCLE RATES					
BAND	JOB TITLE	NAME	July 1 1998	January 1 1999 - 1%	January 1 2000 - 1%
15	Senior Maintenance Worker (Glenwood)	JIM RUSSELL	20.79	21.00	21.21
		BOB MOORE	19.75	19.95	
			20.79		
20	Truck Driver 1	ROY WAL	21.44	21.65	21.87
26	Engineering Technician2 (Mapping)	ALLYN PARKER	23.41	23.64	23.88
28	Chargehand (Construction)	LARRY BERKE	24.69	24.94	25.19
29	Chargehand (Water)	BOB HARRIGAN	24.69	24.94	25.19

CITY OF PORT ALBERNI - SCHEDULE "C" PART TIME POSITION RATES							
BAND	POSITION	REQUIRED CERTIFICATES	JULY 1 1998	JANUARY 1 1999 JE INCREASE	JANUARY 1 1999 JE RATE	JANUARY 1 1999 - 1%	JANUARY 1 2000 - 1%
5	Program Assistant (Glenwood)	NONE	11.11	0.49	11.60	11.72	11.83
6	Program Assistant (Concession)	NONE	11.11	0.53	11.64	11.76	11.87
6	Program Assistant (Skate Patrol)	NONE	11.11	0.53	11.64	11.76	11.87
7	Program Assistant (Concession/Cashier)	NONE	11.11	0.57	11.68	11.80	11.91
7	Skateshop (Arena)	NONE	11.11	0.57	11.68	11.80	11.91
11	Program Assistant (Museum)	NONE	11.11	0.74	11.85	11.97	12.09
N/A	Program Instructor	NONE	12.12	N/A	N/A	12.24	12.36
13	Program Assistant (Summer Playgrounds)	CPRC & AEC *	11.66	0.76	12.42	12.54	12.67
13	Program Assistant (Summer Camps)	CPRC & AEC *	11.66	0.76	12.42	12.54	12.67
13	Program Assistant (Summer Sports)	CPRC & AEC *	11.66	0.76	12.42	12.54	12.67
7	Maintenance Assistant (Harbour Quay)	NONE	12.12	0.46	12.58	12.71	12.83
8	Maintenance Assistant (Echo Centre)	NONE	12.12	0.50	12.62	12.75	12.87
8	Maintenance Assistant (Aquatic Centre)	NONE	12.12	0.50	12.62	12.75	12.87
N/A	Program Instructor (Aerobics)	NONE	12.67	N/A	N/A	12.80	12.92
N/A	Control Assistant	NONE	13.29	N/A	N/A	13.42	13.56
N/A	Accounting Assistant	NONE	13.52	N/A	N/A	13.66	13.79
18	Summer Coordinator (Summer Playgrounds)	CPRC & AEC *	12.67	0.85	13.52	13.66	13.79
18	Summer Coordinator (Summer Camps)	CPRC & AEC *	12.67	0.85	13.52	13.66	13.79
18	Summer Coordinator (Summer Sports)	CPRC & AEC *	12.67	0.85	13.52	13.66	13.79
14	Receptionist Assistant (Echo Centre)	NONE	13.52	0.59	14.11	14.25	14.39
14	Receptionist Assistant (Aquatic Centre)	CPRC & AEC	13.54	0.59	14.13	14.27	14.41
N/A	Van Driver	NONE	14.50	N/A	N/A	14.65	14.79
N/A	Fitness Tester	NONE	14.50	N/A	N/A	14.65	14.79
4	Sidewalk Watchperson	NONE	N/A	0.00	15.10	15.25	15.40
15	Lifeguard/Instructor (Aquatic Centre)	NLS, CPRC & AEC	14.65	0.51	15.16	15.31	15.46
N/A	Leadership Instructor	CPRC & AEC *	15.85	N/A	N/A	16.01	16.17
9	Engineering Assistant	NONE	N/A	0.00	16.95	17.12	17.29
* OR ST. JOHN STANDARD							

CITY OF PORT ALBERNI - SCHEDULE "D" - PART TIME RED CIRCLE RATES

BAND	JOB TITLE	NAME	July 1 1998	January 1 1999 - 1%	January 1 2000 - 1%
4B	PROGRAM INSTRUCTOR	KRIS DWOLINSKY	12.32	12.44	12.57
4B	PROGRAM INSTRUCTOR	MARIE KROG	12.47	12.59	12.72

CITY OF PORT ALBERNI

MEMORANDUM

TO: Ed Sanders
President, CUPE Local 118

COPY TO: Ken Smith, Purchasing Agent

FM: Lynne Flory

DATE: 7th October 1992

RE: Condensed Work Week

Further to your **request** that I **give** some thought to a condensed work week schedule **this** is to let you know that Ken and I have discussed the matter and agree on the following.

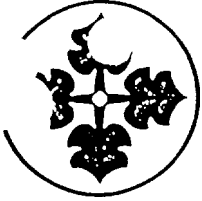
Work day to commence at 8:00 a.m. and end at 5 p.m., **with** the forty (40) minute lunch and 2 fifteen minute coffee breaks. The interests of our department would be better served if I were to take every 2nd Monday off.

If it can be arranged I **would** like to begin the condensed week in the upcoming pay period. The needs of our department would be better served if Shelly and I are off at different times therefore I would request that Tuesday the 13th of October be my first day off.

Thank you for your assistance **with** respect to **the** above. I look forward to hearing from you.

* * *

/llf



CITY OF PORT ALBERNI

City Hall
4850 Argyle Street,
Port Alberni, B.C. V9Y 1V8
Telephone: (604) 723-2146 Fax: (604) 723-1003

November 19th, 1992

Letter of Understanding between City of Port Alberni and
C.U.P.E. Local #118 respecting a compressed work week

It is agreed between the parties that a compressed work week comprising a nine day 'fortnight will be implemented on an experimental basis for City Hall staff effective January 4th, 1993.

1. The compressed work week shall be based substantially upon the proposal dated October 21st, 1992 from C.U.P.E. Local #118 which is attached hereto and forms pari; of this letter.
2. The union acknowledges that existing staffing levels at the City Hall will not permit the compressed work week to be implemented without an increase in cost or a reduction in service unless flexibility and cooperation between management and unionized staff is fostered, The union therefore agrees that so long as the compressed work week is in effect, the provisions of Article 3.4 of the collective bargaining agreement shall not apply to management staff filling in for short term absences of union members.
3. The union further agrees that substitution pay shall not apply to absences or vacancies created by the compressed work week.
4. For purposes of overtime, Fridays: that would normally be the employee's day off and Saturdays shall both be deemed the first day of rest (eg) Double time shall apply after 1 1/2 hours on a regular work day and after 4 hours on the first day of **rest**.
5. Time for sick leave and vacations shall **be** earned or taken based on the hours of the compressed work **week**.

6. Time off for statutory holidays and compassionate leave shall be taken based on the hours worked under the compressed work week (**eg** 8 hrs 20 min.) but paid for on the basis **of** regular daily pay (**eg** 7 1/2 hours). Where **statutory** holidays or days **off** in lieu of statutory holidays fall on an employees regularly scheduled day off, such days may be accumulated and taken at a time mutually agreed between the employer and the employee. Any time so accumulated and not used prior to April 30th in the ensuing year shall be forfeited by the employee.
7. Except for emergencies, employees shall endeavour to arrange doctors appointments, etc. to be taken on the employees day **off**..
8. It is understood that the compressed work week is implemented on an experimental basis. It shall be reviewed after six months time and a decision taken as to whether or not it shall continue, and if it does continue on what basis. The experiment shall not be terminated without reason.
9. Modifications may be made at any time to the principles outlined herein by mutual consent of the parties.

SIGNED ON BEHALF OF
CITY OF PORT ALBERNI
THIS *30th* DAY OF
NOVEMBER, 1992.




Mayor



Clerk

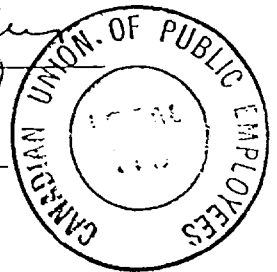
SIGNED ON BEHALF OF
C.U.P.E. LOCAL #118
THIS _____ DAY OF
NOVEMBER, 1992.



President



Secretary



Port Alberni Parks and Recreation Department
M E M O R A N D U M

TO: Parks and Recreation Department Staff
FROM: Eric McCormick, Director of Parks and Recreation
DATE: February 25, 1993

RE: Compressed Work Week - Ingrid Danneberg

Please be advised that, on an experimental basis to begin with, Ingrid Danneberg will begin a compressed work week on Monday, March 1, 1993. Her hours of work will be from 8:30 A.M. to 12:00 P.M. and 12:40 P.M. to 5:00 P.M. She will then have every second Friday off.

Her first compressed day *off* will be Friday, March 12th.

I would ask the following of each of you:

- I. To make yourself aware of Ingrid's compressed day off schedule as you go about submitting your work requests.
2. To make me aware of any problems you might encounter with your work requests so that Kathy, Ingrid and I can evaluate the experiment.

Thank you.

Eric McCormick, Director of
Parks and Recreation

EMcC/kes
File: IngridFlex

Port Alberni Parks and Recreation Department

MEMORANDUM

TO: Eric McCormick, Director of Parks and Recreation

FROM: Theresa Kingston, Community Services Division Coordinator

DATE: August 3, 1993

RE: Compressed Work Week for Deb Barr

Deb has requested to work a compressed work week.

The hours of work requested are:

8:30 a.m. - 5:00 p.m. with 40 minutes off for lunch

After looking at the Sunshine Club activity schedules the most convenient day off would be Friday. This day has fewer activities and those activities occurring have experienced volunteers running them. The Sunshine Club office would be able to answer any inquiries re: Club activities in Deb's absence. If activities, requiring Deb's attention, do occur on her day off, the day off would be rescheduled to a more appropriate day during that two week period.

Sandy would not be scheduled to work on Deb's day off.

There will be no increased cost as Sandy's hours would not be redirected to cover Deb's absence.

There will not be any decrease in service as the Sunshine Club office volunteers will be available to answer inquiries.

I would support Deb working a compressed work week and recommend that it be approved.

TK/mh
File: Theresa\COMWKWK

*Approved to start at the
beginning of next year period.
Eric McCormick
August 5, 1993
cc Shirley Maxwell.*

Port Alberni Parks and Recreation Department
M E M O R A N D U M

TO: Marilyn Hargreaves and Veronica Irg
FROM: Eric McCormick, Director of Parks and Recreation
DATE: December 28, 1993

RE: Compressed Work Week Request

Please excuse the delay in our responding to your November 8, 1993 request to go onto a compressed work week. Your request involved an impact on ~~two~~ of the part-time recreation receptionist job postings. That impact was resolved as a result of changes that could be achieved only when Yvonne Van Heek coincidentally resigned.

Your request is approved, subject to the following conditions:

1. At the present time, your compressed work week will be in effect for the approximate period of the beginning of September through to the end of June. *(exact dates will vary to coincide with the actual beginning and ending of the pay periods involved.)*
2. The specific schedule will be as follows:

Shift One:

Monday to Friday	8:30 a.m. - 5:00 p.m.	1st Week
Monday to Thursday	8:30 a.m. - 5:00 p.m.	2nd Week
Friday of 2nd Week	OFF	

(The lunch break would be 12:30 - 1:10 p.m. - covered by Afternoon Shift Receptionist).

Shift Two:

Monday to Thursday	12:30 p.m. - 9:00 p.m.	1st Week
Friday of 1st Week	OFF	
Monday to Thursday	12:30 p.m. - 9:00 p.m.	2nd Week
Friday of 2nd Week	8:30 a.m. - 5:00 p.m.	

(The lunch break would be 4:10 - 4:50 p.m. - no extra coverage required.)

3. For your information, there were changes required to two of the part-time recreation receptionist schedules as a result of the change over to provide for your request. The new schedules for Package 1 and 2 are as follows:

RR PACKAGE 1			
September - June (11¼ - 18½)		July and August (11¼ - 17½)	
Sunday	4:30 pm - 11:00 pm	Sunday	3:30 pm - 9:00 pm
Monday	9:00 pm - 11:00 pm	Monday	6:00 pm - 9:00 pm
Tuesday	9:00 pm - 11:00 pm	Tuesday	6:00 pm - 9:00 pm
Saturday	4:30 pm - 11:00 pm*	Saturday	3:30 pm - 9:00 pm*

* In alternate months, Package 1 and 2 are assigned this Saturday shift, hence the range in the number of hours.

RR PACKAGE 2			
September - June (11¾ - 19)		July and August (9 - 14¾)	
Wednesday	9:00 pm - 11:00 pm	Wednesday	6:00 pm - 9:00 pm
Thursday	9:00 pm - 11:00 pm	Thursday	6:00 pm - 9:00 pm
Friday	12:00 pm - 1:00 pm & 5:00 pm - 11:00 pm	Friday	6:00 pm - 9:00 pm
Saturday	4:30 pm - 11:00 pm*	Saturday	3:30 pm - 9:00 pm*

* In alternate months, Package 1 and 2 are assigned this Saturday shift, hence the range in the number of hours.

We do not anticipate any problem with the incumbent of Package 2 agreeing to work extra hours in order to accommodate your schedule change.. If there is a problem, we may have to delay the implementation of your compressed work week until it can be resolved.

4. Your compressed work week schedule will come into effect at the beginning of the earliest pay period possible in the new year. It cannot begin until we have awarded the current Package 1 posting and sufficiently trained the selected candidate accordingly.
5. Regarding your daily crew cards, they should read 8 hours and 20 minutes for each day. This reflects 7 hours and 50 minutes on the job plus 30 minutes for coffee breaks. (8 hours and 20 minutes X 9 days = 75 hours per pay period.)

I believe that this comprehensively addresses your request. Kathy Stoneage will coordinate the actual implementation date with you. Please let me know if you have any questions.



Eric McCormick, Director of
Parks and Recreation

- cc. George Wiley, Clerk/Deputy Manager
Kathy Stoneage, Administrative Secretary
Barb Schultz, Payroll
Shirley Maxwell, Accounting

EMcC/kes
File: M-VCWW

December 14th, 1995

**LETTER OF UNDERSTANDING
BETWEEN
CITY OF PORT ALBERNI
AND
C.U.P.E. LOCAL #118
RESPECTING A
COMPRESSED WORK WEEK**

It is agreed between the parties that a compressed work week comprising a nine day fortnight will be implemented on an experimental basis for the Records Section of the Royal Canadian Mounted Police - Port Alberni Detachment. This agreement will encompass only the following full-time employees, to wit, Unit Data Processor Clerk, C.P.I.C. CLERK, P.I.R.S. I AND P.I.R.S. II.

1. The Union acknowledges that existing staffing levels at the RCMP Detachment will not permit the compressed work week to be implemented without an increase in cost or a reduction of service unless flexibility and cooperation between management and unionized staff is fostered. The union therefore agrees that so long as the compressed work week is in effect, the provisions of Article 3.04 of the collective bargaining agreement shall not apply to management staff and Public Service Alliance staff filling in for short term absences of union members at the discretion of the Officer in Charge or his/her delegate.
2. Hours of work shall be 7:30 to 4:30 p.m. as opposed to 8:00 a.m. to 4:30 p.m. with a 15 minute rest period in the morning and a 15 minutes rest period in the afternoon and one 40 minute meal break.
3. Continuation of the compressed work week will be conditional upon the participants listed in the first paragraph hereof rescheduling duties and/or hours of work to cover any absences from work at the police office in a manner acceptable to the Supervisor/Administrative Clerk. Should such rescheduling, in the opinion of the Supervisor/Administrative Clerk, result in unacceptable costs to the City or unjustified reductions in service, the City reserves the right at any time to unilaterally terminate the compressed work week and the participating employees will revert to the hours of work prescribed in the collective agreement.

4. For the purposes of overtime, Fridays and Mondays, that would normally be the employee's day off and Saturdays shall both be deemed the first day of rest (eg) Double time shall apply after 12 hours on a regular work day and after 4 hours on the first day of rest.
5. Time off for sick leave and vacations shall be earned or taken based on the hours of the compressed work week.
6. Time off for statutory holidays shall be taken based on the hours worked under the compressed work week (8.34 hours) and paid for on that basis.
7. Except for emergencies, employees shall endeavour to arrange doctor and dentist appointments, etc to be taken on the employee's day off.
8. It is understood that this compressed work week **is** implemented on an experimental basis for a one year period ending December 31st, 1996. It may be reviewed during the trial period and a decision taken, as to whether or not it shall continue, **and** on what basis. This experiment shall not be terminated without reason.
9. Modifications may be made at any time to the principles outlined herein by mutual consent of the parties.

Signed on behalf of CITY OF PORT ALBERNI

this 12 day of JAN 1996.

[Signature]
MAYOR

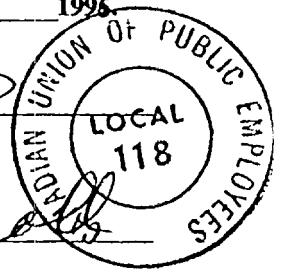
[Signature]
CLERK

Signed on behalf of C.U.P.E. LOCAL #118

this 12 day of JAN 1996.

[Signature]
PRESIDENT

[Signature]
SECRETARY



SCHEDULE "C"

GENDER NEUTRAL JOB EVALUATION **PLAN**

MAINTENANCE PROVISIONS

ARTICLE 1 - DEFINITIONS

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

Benchmark Jobs	"Sample Jobs" which represent a selection of jobs chosen from the classifications covered by the Plan. These are used as a basis for comparison under the Job Evaluation Plan.
Collective Agreement	The Collective Agreement currently in effect between the Employer and CUPE Local 118.
Duty	Is made up of a number of tasks.
Factors	The four major criteria used to measure jobs are skill, effort, responsibility and working conditions.
Frozen Rate	Rate that is fixed and does not increase with negotiated increases until the assigned rate on the schedule is equal to or greater than the fixed rate.
Green-Circled Rate	The wage rate that is lower than the established wage rate.
Incumbent	An employee who has been appointed to a job .
Job	A group of duties or range of duties or tasks and responsibilities assigned to and performed by the incumbent(s).
Job Analysis	The process of determining and recording the tasks and duties of a job and the required skill, responsibility, effort and the working conditions involved in the performance of that job , through the use of questionnaires, interviews and work-site observation.

Job Description	The written description of a job which includes a summary and the major duties/responsibilities listed in order of importance .
Job Evaluation	A process which measures the value of jobs in relation to each other; this value is expressed in points.
Job Evaluation Plan	Means the J.E. Plan defined and incorporated into the Memorandum of Understanding dated April 27th, 1994 or as subsequently amended by agreement by the City and the Union. The Plan contains the guidelines and degree levels for each subfactor used for evaluating a job.
Out-of-Schedule Rate	A wage rate that is in excess of the maximum rate determined through the Job Evaluation Programme. This rate is established for a specific purpose and normally for a specified period of time.
Pay Grade	A designated salary within the salary schedule.
Points	The numerical expression assigned to each degree within each subfactor.
Red-Circled Rate	The wage rate that is higher than the newly established wage rate and receives all negotiated rate increases.
Salary Schedule	A listing of job titles, point bandings and pay grades.
Subfactors	Components of the four major factors.
Subfactor Degree	The actual measurement levels within each subfactor.
Total Points	The sum of all points allotted to each job for all factors determined in accordance with the Job Evaluation Plan.

ARTICLE 2 - THE JOINT JOB EVALUATION COMMITTEE (J.J.E.C.)

- 2.1 The J.J.E.C. shall have equal representation and participation from the parties, consisting of two (2) representatives from the Employer and two (2) representatives from the Local Union,
2. (a) The Rating Committee should have the following characteristics:
- . 50% male and female
 - . represent cross-section of jobs in workplace.
 - . represent cross-section of departments in workplace
- 2.2 The Employer and the Union may each designate one of its representatives to act as a co-chairperson.
- 2.3 Each party may appoint alternate representatives to serve as replacements for absent representatives or to assist the Committee in its work, from time to time.
- 2.4 CUPE Local 118 Committee members and any alternates appointed by CUPE Local 118 shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee. These members shall continue to have all rights and privileges of the Collective Agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 2.5 Routine business decisions of the Committee shall be made by a simple majority. Job rating decisions shall require a unanimous decision of the full Committee and shall be final and binding on the parties, subject to the reconsideration procedure set out in Article 5. Alternate members shall have the right to vote only when replacing a regular committee member who is absent,
- 2.6 The Committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice and agenda of the meeting at least forty-eight (48) hours before the meeting. Either party may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to the other party.

- 2.7 Either party to the agreement may engage advisors to assist its representatives on the J.J.E.C. **Any** such advisor shall be entitled to voice but not to vote and shall **not** be considered to be a member of the Committee.

ARTICLE 3 - MANDATE OF THE J.J.E.C.

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

- (a) Evaluating all the jobs using the Job Evaluation Plan;
- (b) Maintaining the integrity of the programme.
- (c) Recommending changes to the **J**ob Evaluation Plan, its procedures or methods, as may be deemed necessary from time to time, to the parties.

ARTICLE 4 - JOB ANALYSIS PROCEDURES AND RATING PROCEDURES

- 4.1 The following general procedure shall be used to rate jobs:

- (a) Step 1

A Job Analysis Questionnaire shall be completed by the incumbent(s) and the supervisor. The completed questionnaire shall be submitted to the J.J.E.C. along with the copy of the current job description (if one exists). The questionnaire should detail any changes to the job resulting from new or changed circumstances in the job,

- (b) Step 2

The **j**ob shall now be rated, in accordance with the Job Evaluation Plan. The Committee shall also use information obtained from the completed questionnaire, interviews with the incumbent(s) and/or supervisor and, if required, visits to the **j**ob site. The plan evaluates the skill, effort, responsibility, and working conditions involved in the job. To minimize errors of personal judgement, each of these factors **is** subdivided into subfactors which provide a standard against which each job is rated to determine its relative worth,

(c) **Step 3**

When the Committee **has** completed the ratings of all jobs, **it will** provide the supervisor and the incumbent(s) **with** a copy of Advice of Rating (Appendix **A**).

4.2 Job ratings serve **to**:

- (a) Group jobs having relatively equivalent point values (this is commonly referred to as banding);
- (b) Provide the basis upon which wage rate relationships between jobs are established;
- (c) Measure changes in job content;
- (d) Assign **jobs** into their proper pay grade in the salary schedule.

4.3 In the application of the Job Evaluation Plan, the following general rules shall apply:

- (a) It is the content of the job, and not the performance of the incumbent(s), that is being rated;
- (b) Jobs are evaluated without regard to existing wage rates;
- (c) Jobs are placed at the appropriate degree level in each subfactor by comparing the specific requirements of the job to the subfactor definition, and the description of each degree level;
- (d) The job analysis and rating of each job shall be relative to and consistent with ratings of all other jobs rated under this plan;
- (e) No interpolation of subfactor degrees (i.e. mid-points) is permitted.

ARTICLE 5 - MAINTAINING THE JOB EVALUATION PROGRAMME

5.1 Whenever the Employer changes the duties **and** responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been changed the following procedures shall be followed:

- (a) The incumbent(s)/Union or the supervisor/Employer may request a **job** evaluation review by completing **and** submitting a **Job Evaluation Reconsideration Form** (Appendix B);
- (b) **Upon** receipt of a completed Job Evaluation Reconsideration **Form**, the Committee shall proceed to gather accurate, up-to-date information on the **job**. The gathering of information may involve requesting the incumbent(s) and supervisor to complete an up-to-date **job** analysis questionnaire, the interviewing of incumbents and/or supervisors and/or visits to the job site.
- (c) Where the **job** has been changed, the committee shall meet to rate each subfactor of the **job**, and to establish a new rating for the **job** and advise the incumbent(s) and/or supervisor of its decision (Appendix C). The rating of the job shall determine the pay grade for the job;
- (d) If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date the Job Evaluation Reconsideration Form was submitted.
- (e) If the **job** is rated at a pay grade lower than the existing pay grade, **all** incumbents of such job shall be identified as "**Red-Circled**" and shall continue to receive all negotiated increases;
- (f) No incumbent will have their wages reduced following the re-evaluation of their job and the establishment of a new wage structure;
- (g) All general economic adjustments negotiated from time to time shall be calculated for Red-Circled incumbents upon the higher of the revised or previously existing job rate.

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

- (a) The Employer shall prepare a draft job description for the job;
- (b) The J.J.E.C. shall meet and establish a temporary pay grade for the job, based on the draft job description;
- (c) The job shall be posted and any person appointed to the job shall be paid the temporary pay grade;

- (d) After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire which shall be submitted, along with a job description updated by the Employer to the J.J.E.C. The Committee shall rate the job according to the procedure set out in Article 4. The pay grade shall be paid to each incumbent effective the date of his/her appointment to the job.

ARTICLE 6 - APPEAL PROCEDURE

- 6.1 Either the incumbent(s) or the supervisor may request reconsideration of the job rating by completing and submitting a Job Evaluation Reconsideration Form (see Appendix B), stating the reason(s) for disagreeing with the rating of the job. Any such request shall be submitted within twenty (20) working days. Both the incumbent(s) and the supervisor shall be permitted to make a presentation to the Committee. The J.J.E.C. shall consider the request and then make a decision which shall be considered final and binding upon the parties and all employees affected. The Committee shall inform both the incumbent(s) and the supervisor of its decision.

ARTICLE 7 - SETTLEMENT OF DISAGREEMENTS

- 7.1 In the event the J.J.E.C. is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Programme, the Co-chairpersons shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) working days,
- 7.2 Either party may, by written notice to the other party, refer the dispute to a single Arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Ministry of Labour to appoint an Arbitrator.
- 7.3 The Arbitrator shall decide the matter upon which the J.J.E.C. has been unable to agree and his/her decision shall be final and binding on the J.J.E.C.; the Employer, the Union and all affected employees. The Arbitrator shall be bound by these Terms of Reference and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions, The jurisdiction of the Arbitrator shall be limited to the matter in dispute, as submitted by the parties.

- 7.4 The Employer and the Union shall be the parties to the Arbitration Hearing and shall have the right to present evidence and argument concerning the matter in dispute. The Arbitrator shall have the powers of an Arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require the other person(s) to present evidence, as deemed necessary by the Arbitrator.
- 7.5 The Arbitrator's fees and expenses shall be borne equally between the parties.
- 7.6 The time limits contained in this article may be extended by mutual agreement of the parties.

JOB EVALUATION
 COVERING THE CITY OF PORT ALBERNI
(Employer)
AND
 CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 118
ADVICE OF RATING

Employee Name:

Job Title:

Location:

Effective Date:

This is to advise that the rating for the job *to which* you have been **appointed** is **as** follows:

JOB RATING											
Factor	KNO	EXP	JUD	MEN	PHY	DEX	ACC	SAF	SUP	CNT	D/C
Degree											
Points											
TOTAL POINTS											
Rating Classification								Level		Step	
As a result of Job Evaluation, this job has been:								Upgraded			
								Unchanged			
<p>NOTE: Any employee and/or supervisor or the Union or the Employer who disagrees with the rating established for the job, may request reconsideration of the rating by completing a Job Evaluation Reconsideration Form (Appendix B) and submitting it to the Joint Job Evaluation Committee within sixty (60) days of receipt of this document.</p> <p>Reasons for disagreeing with the rating should be included on the Job Evaluation Reconsideration Form.</p>											

**JOB EVALUATION
REVIEW DECISION FORM**

EMPLOYEE NAME:
JOB TITLE:
LOCATION:
DATE RECEIVED BY COMMITTEE:

DECISION: (A thorough review **was done by** *the* Job Evaluation Committee **and** the following decision(s) was(were) reached):

REASONS:

AGREEMENT	YES		NO	REFERRED TO LARGER COMMITTEE
DATE:				DATE:
REFERRED TO ARBITRATION:				REFERRED TO BOARD:
DATE:				DATE:

RECONSIDERATION FORM

Any employee and/or supervisor or ~~the~~ Union or ~~the~~ Employer, **who disagrees** with the job description and/or rating established for ~~the~~ job, **may request** reconsideration of *the* job **description and/or** rating **by completing** a Job Evaluation Reconsideration Form (Appendix B) and submitting it to ~~the~~ Joint Job Evaluation Committee.

EMPLOYEE:

PRINCIPAL/SUPERVISOR:

NAME:

(Please Print)

REASON(S) FOR DISAGREEMENT:

NOTE: FORWARD ORIGINAL TO THE PERSONNEL DEPARTMENT FOR DISTRIBUTION TO:
(A) EMPLOYEE (B) UNION SECRETARY (C) JOB EVALUATION COMMITTEE