

# COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF TRAIL



AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2087



March 1, 2004 – February 28, 2007

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## **DEFINITIONS**

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

### **Regular Full-Time Employees**

A regular full-time employee is one who works regularly scheduled full-time shifts. These employees accumulate seniority and are entitled to all benefits outlined in this Agreement.

### **Regular Part-Time Employees**

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

### **Seasonal Employee**

Employees hired for work of a seasonal nature. Seasonal work is differentiated from casual or temporary work in the sense that seasonal work is continuous **but** limited to a specific season (ie: summer or winter). Seasonal work is differentiated from regular part-time work in the sense that, during a designated season, the work is performed on a full-time basis. Following the **qualifying** period, seniority shall accrue from the service date for the purpose of layoff and recall only.

*(Added March 1, 2001)*

### **Summer Students**

A Student Employee shall mean employees hired for a specific **period** of time not to ~~exceed~~ four (4) consecutive months. They shall not accumulate seniority or be entitled to any benefits or posting privileges and will be paid the negotiated Student Rate. It is understood that student employees shall mean those who are continuing their education at a recognized post secondary institution.

For the summer season, subject to budget approval, students will be hired to complete work as per the agreed to job description prior to the hiring of seasonal or casual employees.

*(Added March 1, 2001)*

## DEFINITIONS

### **Casual Employees**

A Casual Employee shall mean any employee hired on an intermittent basis. Casual employees shall not be entitled to seniority and other benefits unless otherwise specified in this agreement.

(Revised March 1, 2004)

### **Temporary Employees**

Employees hired for a specific period of time (not to exceed five (5) consecutive months, this shall apply to students) in any one (1) year. These employees shall accumulate seniority and other benefits of this Agreement, except Article 13 – Sick Leave and Article 15 – Benefits and Health Care Plans, Clauses 15.1.1, 15.1.3, 15.1.4, 15.1.5, 15.1.6, 15.1.7 and 15.1.10.

(Revised March 1, 2004)

"Week" shall mean the regular working week for employees as per Article 10 – Hours of Work.

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

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

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

"Lead Hand/Chargehand" is one who, over and above his/her regular work, supervises but remains under the supervision of a foreman. This person will be specifically assigned this position by his/her immediate supervisor having regard for the employee being the senior permanent employee qualified to perform the job duties.

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

### **Section 1 – Exclusive Bargaining Agency**

**1.1.1** The City recognizes the Union as the exclusive bargaining agent for the purpose of conducting collective bargaining on all matters pertaining to rates of pay, hours of work, and all other working conditions, as long as the Union retains its right to conduct collective bargaining on behalf of the employees of the City under the provisions of the Labour Code of British Columbia Act.

**1.1.2** The Union shall notify the employer in writing of the names of its representatives as follows: officers, bargaining committee members; grievance committee members; stewards.  
(Added March 1,1998)

The employer shall provide the Union with all necessary information relating to the following matters for employees within the bargaining unit on a current basis:

- a) a list of employees, showing their names and classifications ranked according to seniority;
- b) job postings, job awards, promotions, demotions, and transfers;
- c) hiring, discharges, suspensions, discipline, resignations, retirements and deaths;
- d) job classification, job descriptions.

(Added March 1,1998)



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

### **Section 2 – Union Security**

- 1.2.1 All employees of the City who are Union members, as a condition of employment, shall remain members in good standing of the Union according to the constitution and bylaws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment. The Union will hold the City blameless for any necessary action under this clause.

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

### **Section 3 – No Discrimination**

#### **1.3.1 No Intimidation or Discrimination– Union Activities**

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

#### **1.3.2 Gender in Collective Agreement**

All articles and clauses referred to in this Agreement shall apply equally to both male and female employees.

(Amended March 1, 2004)

#### **1.3.3 Harassment and Discrimination**

The Employer and the Union agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation, ~~sex~~, race, creed, political affiliation and membership in union, or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.

##### **Sexual Harassment**

All employees have the right to work in an environment free from sexual harassment. For the purpose of this clause, sexual harassment is defined as follows:

- a) Unwanted sexual advances made by a person who knows or ought reasonably to know that such advances are unwanted, or
- b) Implied or expressed promises of reward for complying with a sexually oriented request, or
- c) Implied or expressed threat of reprisal, in this form either or actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request, or

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

### **Section 3 – No Discrimination**

- d) Sexually oriented literature, remarks and behaviour, which may reasonably be perceived to create a negative psychological and emotional environment for work.

#### **Processing Complaints**

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

- a) Where a person who is the subject of the complaint is the management representative at any step of the grievance procedure the grievance may be presented to another appropriate management representative(s);
- b) Management and Union representatives in the course of investigating a complaint of harassment shall have due regard for privacy and confidentiality of any and all persons involved in the complaint;
- c) An arbitrator in the determination of a complaint of harassment may take **reasonable** steps to protect the interest of all parties in privacy and confidentiality in this **determination** of procedural and evidentiary matters, subject to the requirement of fairness to all parties.

(Added March 1, 1998)

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

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

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

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

### **Section 5 – Managerial Exclusions**

**1.5.1** Without restricting the generality of the foregoing sections, it is agreed that the following position(s) shall be excluded from the terms of this Agreement:

Chief Administrative Officer	Recreation & Facilities Manager
Corporate Administrator	Recreation Program Coordinator
Deputy Corporate Administrator	Accountant – Office Manager
Treasurer	Resident Caretaker
General Foreman	Supervisor of Planning & Building Services
Confidential Secretaries (2)	Supervisor of Parks and Facilities
Supervisor of Technical Services	Information Systems Coordinator
Superintendent of Roads	Public Works Manager
Supervisor of Stores and Purchasing	Deputy Director of Parks and Recreation
Aquatic Program Coordinator	
Utilities Superintendent	

(Revised March 1, 2001)

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

### **Section 6 – Union Check-Off and Induction**

#### **1.6.1 Monthly Check-Off**

The City agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees, and written Assignments of amounts equal to Union Dues.

#### **1.6.2 Union Deductions– Conditions of Employment**

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

#### **1.6.3. List of Employees– Union Deductions**

The City, will, at the time of making such remittances, enclose a list of such employees from whose pay cheque such deductions are made.

#### **1.6.4 New Employee Acquaintance**

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

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

### **Section 7 – Shop Stewards**

- 1.7.1** The City agrees that the Union shall have the right to appoint or **elect** Union Stewards in each department of the City as required by the Union, and the Union agrees to advise the City, in writing, of these appointments.

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

### **Section 8 – Bulletin Boards**

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



## **ARTICLE 2 – MANAGEMENT RIGHTS**

### **Section 1 – Management Rights**

#### **2.1.1 Management and Direction of Workforce**

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

#### **2.1.2 Rules and Regulations**

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

#### **2.1.3 Communications– Rules and Regulations**

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

#### **2.1.4 Managerial Selections**

The selection of Managerial/Supervisory personnel shall be entirely a matter for the discretion of the City.

#### **2.1.5 Right of Retirement at 65 Years**

The City shall have the right to retire an employee at 65 years in accordance with the provisions of the Municipal Superannuation Act.

## **ARTICLE 3 – TECHNOLOGICAL CHANGE AND AUTOMATION**

### **Section 1 – Technological Change and Automation**

#### **3.1.1 Purpose**

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

#### **3.1.2 Notification of Changes**

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

#### **3.1.3. Technological Displacement**

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

#### **3.1.4 Training Programs**

- a) The City, after consultation with the Union, may, instead of releasing an employee due to technological change, retrain the employee for another position for such period of time as the City thinks fit. The City will assume the cost of such retraining. After the period of training, the employee shall have three (3) months to adapt fully to the new position. Should the employee not adapt to the new position, he/she may then be released by the City.
- b) If an employee, who is displaced by technological change, is retrained for, or takes a position with the City that is at a lower rate of pay, he/she shall be entitled to only one half (1/2) of the pay increases given to the new position until his/her rate of pay becomes the same as that provided for the new position.

## **ARTICLE 3 – TECHNOLOGICAL CHANGE AND AUTOMATION**

### **Section 1 – Technological Change and Automation**

#### **3.1.5 Severance Pay**

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

#### **3.1.6 Election – Severance Pay/Loss of Seniority**

- a) If the employee elects to receive severance pay, he/she shall lose seniority in accordance with Article 7 of this Agreement and in the event he/she be rehired by the City at a later date, shall not again be entitled to severance pay as provided for in this Article.
- b) The severance pay payable (in addition to the Agreement provisions) to an employee, pursuant to this Article, shall be one (1) months pay at regular rates for each three (3) full years of service completed by the employee. PROVIDED HOWEVER, that the severance pay shall not be less than one (1) month's pay or more than three (3) months pay.

#### **3.1.7 Lay-Off Two Month Rule**

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

#### **3.1.8 No New Employee**

No additional employees under this Article shall be hired by the City until the provisions of Article 3.1.4 have been met.

## **ARTICLE 4 – DISCUSSION OF DIFFERENCES**

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

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

## **ARTICLE 4 – DISCUSSION OF DIFFERENCES**

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

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

## **ARTICLE 4 – DISCUSSION OF DIFFERENCES**

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

#### **4.3.1 Time Spent**

The City agrees that time spent in Investigating the settling of disputes during working hours involving its employees by the Union Steward(s) shall be considered as time worked. The Union agrees to forward to the City a written list of the names of such Steward(s) and of replacement thereto. In order that the work of the City shall not be unreasonably interrupted, no Steward shall leave his/her work without first obtaining permission from his/her supervisor.

*(Added March 1, 1998)*

#### **4.3.2 Time Off to Union Officers**

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

#### **4.3.3 Meeting and Investigations**

The City and the Union agree that all meetings and investigations under Articles 4.3.1 & 4.3.2 will be conducted as expeditiously as possible. The parties agree to keep the number of persons attending such meetings to a minimum so as to least interfere with City work.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

### **Section 1 – Grievance Procedure**

#### **5.1.1 Procedure**

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

#### **5.1.2 STAGE 1**

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

*(Amended March 1, 2004)*

#### **5.1.3 STAGE 2**

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

*(Amended March 1, 2004)*

#### **5.1.4 STAGE 3**

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

*(Amended March 1, 2004)*

#### **5.1.5 STAGE 4**

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

*(Amended March 1, 2004)*

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

### **Section 1 – Grievance Procedure**

#### **5.1.6 STAGE 5**

The dispute shall be submitted to a single arbitrator. All replies to grievances shall be in writing at all stages. .  
(Amended March 1, 2004)

#### **5.1.7 Time Limits**

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

#### **5.1.8 General Application**

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



## **ARTICLE 5 – GRIEVANCE PROCEDURE**

### **Section 2 – Policy Grievance**

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

## **ARTICLE 6 – BOARD OF ARBITRATION**

### **Section 1 – Composition of the Board**

#### **6.1.1 Single Arbitrator**

The parties shall mutually agree to the appointment of a single arbitrator.  
(Revised March 1, 2004)

#### **6.1.2 Minister of Labour to Appoint**

In the event that the City and the Union are unable to agree upon the selection of an arbitrator, the Minister of Labour shall be requested to appoint the arbitrator.  
(Revised March 1, 2004)

#### **6.1.3 Arbitrator's Decision**

The decision of the Arbitrator, with respect to an interpretation or alleged violation of this Agreement shall be final and binding upon the Parties.  
(Revised March 1, 2004)

## **ARTICLE 6 – BOARD OF ARBITRATION**

### **Section 2 – Expenses of Arbitrator**

- 6.2.1 Each Party shall pay one-half (1/2) of the expenses of the arbitrator.**  
(Revised March 1, 2004)

## **ARTICLE 7 – SENIORITY**

### **Section 1 – Calculation of Seniority**

#### **7.1.1 Seniority Defined**

Seniority is defined as the length of service in the bargaining unit and shall operate on a bargaining-unit-wide basis unless specified elsewhere in this Agreement. Seniority accumulates when an employee reaches "regular" status. Date of hire will determine seniority.

(Seniority accumulates...added July 7, 1992)

##### **a) Regular Permanent Employees**

Following the probationary period, seniority credits shall commence from the service date of the employee and shall govern in **all** areas of this Agreement except that, in the case of promotions, demotions and lay-off, seniority shall be calculated on the number of hours worked from the service date of the employee as of the signing date of the agreement.

(Revised March 1, 1998)

##### **b) Temporary Employees**

Following the probationary period, seniority credits shall commence from the service date of the employee, except in the case of promotions, demotions, and lay-off, when seniority shall be calculated as the number of hours worked since the service date of the employee. Seniority shall govern only when the employee or employees are qualified, competent, and have the ability to perform the job. The **City** shall determine qualifications in a fair and equitable manner.

When a vacancy occurs or a new position is created, the temporary employee shall exercise their seniority rights and apply for such positions when created.

(Added March 1, 1998)

##### **c) Casual Employees**

The selection of casual workers will be based on the operational need of the City and as such the call-out of casual workers will be made at the sole discretion of the City. For call-out purposes only, the City will call-out casual employees based on accumulated casual seniority hours worked, once the employee has accumulated seven hundred and twenty (720) working hours provided however, the employee is competent, fully trained

## **ARTICLE 7 – SENIORITY**

### **Section 1 – Calculation of Seniority**

and qualified to perform the work. It is agreed that the **City** shall determine an employee's competency and qualifications in a fair and equitable manner.

Where a casual employee becomes a regular full-time or part-time employee, they shall receive credit for seniority on the basis of hours worked prior to the date hired as a regular employee.

(Revised March 1, 2004)

#### **d) Guards/Matrons**

On completion of seven hundred and twenty (720) hours worked, guards and matrons working through the RCMP shall have their seniority credit accrued since their service date, for the purpose of recall for short term/short notice work.

(Added March 1, 1998)

## **ARTICLE 7 – SENIORITY**

### **Section 2 – Seniority Lists**

- 7.2.1 The City shall maintain separate seniority lists for each category of employee based on the foregoing. The **list** shall show for permanent regular employees service commenced and for part-time employees, the number of hours accrued since the commencement of the service date.
- a) Temporary employees, the **service** date and the number of hours from the commencement of the service date.
  - b) Casual employees shall be added to the list based on the number of hours accrued since the service date.
  - c) The **list** shall be updated annually and forwarded to the Union and will be **posted** on all bulletin boards during the month of January each year.
  - d) The seniority list for regular employees need only show the anniversary date and will no longer show years, months and days (effective date May 1, 1992).

## **ARTICLE 7 – SENIORITY**

### **Section 3 – Probationary Period**

#### **7.3.1 Entitlements**

- a) From the date of hiring, employees shall be on probation for a period of ninety (90) working days to determine the suitability of the employee. During this period, employees shall be entitled to all rights and benefits, unless specified elsewhere in this Agreement. While employees are on probation they will be entitled to full benefits as per the Collective Agreement after three (3) months.
  
- (b) The City and the Union will participate in a written monthly progress review with probationary employees and their supervisors during the probationary period.  
(Revised March 1, 2004)

#### **7.3.2 Effective Date of Seniority**

On completion of the probationary period, seniority shall be effective from the original date of employment, unless otherwise specified in this Agreement.

## **ARTICLE 7 – SENIORITY**

### **Section 4 – Promotions, Transfers, Demotions**

#### **7.4.1 Seniority Determining Factor**

The City agrees that seniority shall be the determining factor in all cases of promotions or demotions. Where competency, efficiency and ability of competing employees are relatively equal, the more senior employee shall be given preference. Subject to the employee's or the Union's right under the provisions of Articles 5 and 6 of this Agreement, the City shall determine competency, efficiency and ability in a fair and equitable manner.

(Amended March 1, 1998)

In the case of transfers, seniority will apply in conjunction with the operational needs of the City and where a transfer is necessary it will involve the least senior employee with the least operational impact and may include an employee who is in a posted position.

(Added March 1, 1998)

#### **7.4.2 Employee Objections**

If an employee registers an objection to his/her promotion and such promotion is given to another employee with less seniority, the latter employee will be deemed, as regards promotion only, to have greater seniority than the employee who objected to such promotion.

#### **7.4.3. Promotions/Demotions – Seniority Consideration**

The City is not obligated to consider City seniority in the case of promotions or demotions not in excess of one full shift, but such period of time may be extended by mutual agreement by the City and the Union.



## **ARTICLE 7 – SENIORITY**

### **Section 5 – Job/Position Classification Changes**

#### **7.5.1 Move from One Classification to Another**

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

#### **7.5.2 Promotion Consideration**

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

## **ARTICLE 7 – SENIORITY**

### **Section 6 – Transfers**

#### **7.6.1 Bargaining Unit**

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

#### **7.6.2 Transfer – Employee Consent**

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. An employee shall have the right to return or be returned to a position in the bargaining unit during the sixty (60) day period.

#### **7.6.3 Return to Bargaining Unit**

If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with this seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

#### **7.6.4 Temporary Transfer**

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

Where a transfer within the bargaining unit is temporary in nature, seniority will apply in conjunction with the operational needs of the City, and where a transfer is necessary it will involve the least senior employee with the least operational impact and may include an employee who is in a posted position.  
(Added Mardi 1, 1998)

#### **7.6.5 Transfers Over 60 Days**

Transfers extending beyond the sixty (60) days shall be considered as a permanent transfer.

## **ARTICLE 7 – SENIORITY**

### **Section 6 – Transfers**

#### **7.6.6. Employee Consent**

Notwithstanding any of the foregoing, no employee shall be transferred to a position outside of the bargaining unit without his/her consent.  
(Amended March 1, 1998)

## **ARTICLE 7 – SENIORITY**

### **Section 7 – Special Skills Transfers**

#### **7.7.1 Special Experience/Training/Tryout**

The City shall have the right, from time to time to select employees who are to be given special experience or training in preparing them or trying them out as to their capabilities for other assignments with the City, and to promote, demote, engage, retain or dispense with their services in such assignments, provided, however, that upon completion or termination of such assignments, the employee concerned shall be reinstated in the job classification he/she would have held had he/she not been so chosen for the special assignment, and further provided that no such employee shall be assigned to take over the job occupied at the time by an employee out-ranking such person for promotion purposes if such assignment would result in demotion of such employee. The relative seniority of employees, as set out in the City's seniority listing shall not be changed as the result of action under this Section.

#### **7.7.2 Right to Hire – Special Skills**

The Union agrees that the City shall have the right to hire any employee having special skills or trades for a special assignment or work who shall be discharged when his/her employment at such special skill, trade or assignment comes to an end. However, in the event that such employment is temporarily halted due to adverse weather conditions or a lack of available materials, the City may retain such employee in its service until he/she can recommence work on the special assignment.

## **ARTICLE 7 – SENIORITY**

### **Section 8 – Reduction of Work Force**

#### **7.8.1 Layoff/Seniority/Bumping**

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, subject to qualifications and ability to perform the work of the classification. Employees about to be laid off will be allowed to exercise their seniority to bump an employee with less seniority in any classification provided they are capable of performing the job. Employees wishing to exercise their bumping rights must do so within five (5) working days of being notified of their lay-off.

#### **7.8.2 Recognition of Union Officers During Lay-Off**

In order that the operations of the Union will not become disorganized when lay-offs are made, members of the local Executive Board and Chief Steward, not to exceed five (5) local employees, shall be the last persons laid off during their term of office.

## **ARTICLE 7 – SENIORITY**

### **Section 9 – Advance Notice of Lay-Off**

#### **7.9.1 Lay-off Notification**

Unless legislation is more favorable to the employees, the City shall notify employees who are to be laid off, ten (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/she shall be paid for the days for which work was not made available. It is understood that an employee laid off and given notice under this clause who is recalled for any period of ten (10) working days or less need not be given notice again, Employees recalled will receive a minimum of three (3) days work.

#### **7.9.2 Laid Off Employees – Overtime**

In the event of a reduction in crew, all overtime to be worked shall be performed, whenever practicable, by laid off employees. All such employees shall receive a minimum of four (4) hours pay at the base rate and overtime after four (4) hours for the job for such call-outs. An employee recalled under the provisions of this Section, shall be considered as being laid off at the conclusion of each working day unless otherwise advised.

## **ARTICLE 7 – SENIORITY**

### **Section 10 – Re-Call Procedure**

#### **7.10.1 Ability to Perform Work**

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

- a) An employee recalled for casual work or employment of short duration at a time when he/she is employed elsewhere, shall not lose recall rights as per Article 7 for his/her refusal to return to work.

#### **7.10.2 Failure to Report – Laid Off Employees**

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

## **ARTICLE 7 – SENIORITY**

### **Section 12 – Loss of Seniority**

#### **7.12.1 No Loss of Seniority**

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, lay-off or leave of absence approved by the city.

#### **7.12.2 Loss of Seniority**

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

- a) He/she is discharged for just cause and is not reinstated.
- b) He/she resigns in writing and does not withdraw within ~~two~~ (2) days.
- c) He/she is absent from work in ~~excess~~ of five (5) working days without sufficient cause or without notifying the City, unless such notice was not reasonably possible.
- d) He/she fails to return to work within ten (10) calendar days following recall after a lay-off and ~~after~~ being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the City informed of his/her current address.
- e) He/she is laid off for a period of longer than one year.

#### **7.12.3 Event of War – Armed Forces Listing**

In the event of this country being at war, the seniority of employees enlisting in the Armed Forces shall continue on, provided that for this purpose, an employee returns to his/her employment with the City within a period of six (6) calendar months following his/her discharge from the Forces.

#### **7.12.4 Movement within the Bargaining Unit**

Seniority will not be **lost** as a result of employees specified in Article 18 of this agreement posting into or moving to another position with the bargaining unit. There will be no gain or **loss** of seniority from the seniority held in position(s) defined in Article 18, provided that said move is for twelve months or less.

(Added March 1,2001)



## **ARTICLE 7 – SENIORITY**

### **Section 13 – Union Leave/Business**

#### **7.13.1 No Loss of Seniority – Authorized Time Off**

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

## **ARTICLE 7 – SENIORITY**

### **Section 14 – Grievances of Lay-offs and Recalls**

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

## **ARTICLE 8 – JOB DESCRIPTION, POSTING AND VACANCIES**

### **Section 1 – Job Description/Classification**

#### **8.1.1 Written Objections**

If the Union presents written objection to a job description presented to it by the City within thirty (30) days, the contentious job description shall be referred to a Joint Classification Committee comprised of two (2) representatives from the City and two (2) representatives from the Union to resolve the difference. If the Classification Committee is unable to resolve the difference, then it shall be submitted to Arbitration pursuant to Article 6.

#### **8.1.2 Notice of New Position**

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

#### **8.1.3 Changes in Classification**

When the duties of work in any classification are changed such that an employee is required to obtain additional ~~skills~~ or training to complete the job, wherein such skills or training become an integral component of the job, the classification and/or pay rate shall be subject to negotiation between the City and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, the dispute shall be submitted to grievance and arbitration. The reclassification and/or rate of pay shall then be considered retroactive to the date the Union first made the reclassification request.

(Revised Mardi 1, 2004)

#### **8.1.4 Reclassification**

Prior to the reclassification of an employee by the City, a discussion will be held with the Union.

## **ARTICLE 8 – JOB DESCRIPTION, POSTING AND VACANCIES**

### **Section 1 – Job Description/Classification**

#### **8.1.5 Elimination of Change of Classification**

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

## **ARTICLE 8 – JOB DESCRIPTION, POSTING AND VACANCIES**

### **Section 2 – Job Postings**

#### **8.2.1 Notification and Posting**

- a) When a vacancy occurs or a new position is created inside of the bargaining unit, the City shall immediately notify the Union in writing and post notice of the position in the City's offices, locker rooms, shops and on all bulletin boards for a minimum of one (1) week so that all members will know about the vacancy or new position. Positions shall be posted within one (1) week of vacancy. Vacancies for positions outside of the bargaining unit shall be posted on bulletin boards. Employees who are going to be absent from the workplace for any reason may submit to their supervisor a memo asking for consideration for specific vacancies should they occur during their absence.
  
- b) The temporary vacancy of an existing full-time position, which extends for more than thirty (30) working days shall be posted as a temporary vacancy. A regular full-time employee filling a temporary vacancy shall maintain his/her status from the time the posting is filled. A casual or part-time employee filling a temporary vacancy will not accrue any benefits or change in status as a result.  
(Revised March 1, 2004)

#### **8.2.2 Information of Posting/Vacancy**

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

#### **8.2.3 No Outside Advertising**

No outside advertising for any vacancy within the bargaining unit shall be placed until the applications of present employees have been fully processed.

## **8 – JOB DESCRIPTION POSTING AND VACANCIES**

### **Section 3 – Vacancies**

#### **8.3.1 Processing and Filling of Vacancies/Appointments**

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

## **ARTICLE 8 – JOB DESCRIPTION, POSTING AND VACANCIES**

### **Section 4 – Job Description, Posting and Vacancies**

#### **8.4.1 Qualifying Period**

The employee shall be considered as a qualifying employee in his/her new position for a period of sixty (60) working days. For the purpose of this section, the qualifying period is for the purpose of evaluation only and does not serve as a training period other than the City providing reasonable orientation and instruction in the new position. Conditional on satisfactory service, the employee shall be declared permanent. In the event the successful applicant proves unsatisfactory in the position during the qualifying period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of the position shall also be returned to his/her former position, wage or salary rate, without loss of seniority. This qualifying period may be extended by mutual agreement.  
(Revised March 1, 2004)

## **ARTICLE 9 – LEAVE OF ABSENCE**

### **Section 1 – General Leave**

#### **9.1.1 Leave Without Pay**

An employee shall be entitled to leave of absence, without pay and without loss of seniority, up to a maximum of three (3) months when he/she requests such leave for good and sufficient cause. Such request shall be in writing and approved by the City. Applications for extension of such leave, may be granted by the City, upon application from the employee.  
(Revised March 1,2004)



## **ARTICLE 9 – LEAVE OF ABSENCE**

### **Section 2 – Union Leave**

#### **9.2.1 Leave of Absence – Union Business**

The City agrees to grant a leave of absence to any employee without pay, for the business purposes of the local Union, or the Canadian Union of Public Employees, but such leave of absence granted to any employee shall not exceed a maximum period of two (2) years at any one time. Applications for extension of such leave may, however, be granted by the City upon application from the Union.

#### **9.2.2 Leave of Absence – Collective Bargaining**

Four bargaining representatives in the employ of the City shall have the privilege of attending collective bargaining meetings, if held during regular working hours, without loss of remuneration. Collective bargaining, where used in this Section, means the negotiation of a new agreement, if any, to supersede this Agreement.

(Revised March 1, 1998)

#### **9.2.3 Leave of Absence – Union Officers**

The City agrees to consider leave of absence to Union Officers or members upon receipt of a written request, without pay, for the business purpose of the Union or to attend labour seminars or labour conventions up to a maximum of seventy-five (75) days per year. Written requests must be received in advance at least four (4) working hours for the President of the Union and at least twenty-four (24) hours for other Union Officers prior to said absence. The Employer agrees where the request deadline is not practicable, that it will grant the time off as long as the absence of the person or persons involved will not unduly interfere with the efficiency of the City's operations. Approval shall not be unreasonably withheld. Under no circumstance shall City vehicles be used for the purpose of Union business unless consent is obtained from the City.

(Revised March 1, 1998)

## **ARTICLE 9 – LEAVE OF ABSENCE**

### **Section 3 – Compassionate Leave**

#### **9.3.1 Death in Family**

An employee shall be granted three (3) regularly scheduled consecutive work days leave, without loss of pay and benefits, in the case of death within the Province and five (5) days outside the Province, of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild. Where the burial occurs outside the Province, such leave shall also include two (2) days traveling time, without pay.

#### **9.3.2 Pallbearer Leave**

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

## **ARTICLE 9 – LEAVE OF ABSENCE**

### **Section 4 – Educational Leave**

- 9.4.1 An employee shall be entitled to leave of absence, with pay and without loss of seniority and benefits, to write examinations to upgrade his/her employment qualifications for the City.

## **ARTICLE 9 – LEAVE OF ABSENCE**

### **Section 5 – Paid Jury or Court Witness Duty Leave**

- 9.5.1 The City shall grant leave of absence without loss of seniority benefits to an employee when subpoenaed as a juror or witness in any court. The City shall pay such an employee the difference between his/her normal earnings and the payment he/she received for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness, in any matter arising out of his/her employment, shall be considered as time worked at the appropriate rate of pay.

## **ARTICLE 9 – LEAVE OF ABSENCE**

### **Section 6 – Family Leave**

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

<b>Reason</b>	<b>Leave of Absence</b>
Serious fire or flood in employee's home.	Up to three (3) days
Employee's marriage	One (1) working day at the discretion of the employee if it falls on a working day.

### **9.6.2 Family Care Leave-- Sick Leave Deduction**

When the employee is the only one in the household to care for a sick family member who is domicile in the house, he/she will be allowed to draw a maximum of **three (3) days** per year from his/her sick leave bank to care for sick family members.

(New July 7, 1992)

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

### **Section 1 – Hours of Work**

#### **10.1.1 Regular Working Week**

The regular working week shall constitute forty **(40)** hours, eight **(8)** hours per day, with the exception of some employees covered under Article **10.1.3**.

#### **10.1.2 Hours of Work Variation – Mutual Agreement**

Shifts may **be** changed with the mutual agreement from the Union and mutual agreement will not be unreasonably withheld.  
(Revised March 1, 1998)

#### **10.1.3 Hours of Work – Schedule B and C Employees**

The hours of work for all employees listed in Schedule "B" and "C" shall **be** as follows:

- a) **City Hall Office Staff**  
Monday to Friday                      **8:00 a.m. to 4:30 p.m. with one (1) hour off for lunch.**
- b) **Office Staff at Memorial Centre**  
Monday to Friday                      **8:00 a.m. to 4:30 p.m. with one (1) hour off for lunch.**
- c) **Police Department Steno Clerk**  
Monday to Friday                      **8:30 a.m. to 4:30 p.m. with one half (1/2) hour off for lunch.**
- d) **Police Clerks – Dispatcher**  
**8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 midnight; 12:00 midnight to 8:00 a.m. with one half (1/2) hour off for lunch.**
- e) **Parking Meter Attendant II**  
Monday to Friday                      **8:00 a.m. to 5:30 p.m. with one (1) hour off for lunch. (Revised March 1, 2001)**
- f) **By-law Enforcement Officer**  
Monday to Friday                      **8:00 a.m. to 5:30 p.m. with one (1) hour off for lunch. (Revised March 1, 2001)**

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

### **Section 1 – Hours of Work**

**g) Public Works Clerical Staff**

Monday to Friday

7:00 a.m. to 4:30 p.m. with one (1) hour off for lunch. (Revised March 1, 2001)

**h) Parks Watering Crew**

Monday to Friday

Eight (8) hours scheduled between 5:00 a.m. and 3:30 p.m. with one half (1/2) hour off for lunch.

When shifts ~~start~~ at 7:00 am, the shift will be eight (8) hours, with one half (1/2) hour off for lunch. Earlier shifts will be eight (8) hours with a running lunch.

(Revised March 1, 2004)

**i) Sewage Treatment Plant**

Hours of Work

7:00 am. to 3:30 p.m. with one half (1/2) hour off for lunch.

**j) Street Sweeper/Flush Truck Operator**

Monday to Thursday

Friday

per section 10.1.1

Sweeper 4:00 a.m. to 12:00 p.m. (with a running lunch)

flusher 5:00 am. to 1:00 p.m. (with a running lunch)

(Revised March 1, 2004)

**k) Snow Blower Operators**

The hours of work for two (2) employees may vary from 7:00 am. to 3:30 p.m. to 5:00 am. to 1:00 p.m. depending on snow conditions.

The two (2) employees will clear snow from City sidewalks on pre-established routes during the winter months only. (Added March 1, 1995)

Incumbent employee's hours for (e), (9) and (g) will not be changed unless mutually agreed. (Added March 1, 2001)

#### **10.1.4 Parks & Recreation Facilities – Hours of Work Schedule E**

The hours of work for all employees in the City's Parks and Recreation Facilities, shall be as set out in Schedule "E" attached to and forming part of this Agreement.

(Revised March 1, 2001)

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

### **Section 2 – Shift Work**

#### **10.2.1 Posted Schedule**

Shift work shall be as per posted schedule. Lists shall be drawn up and posted with respect to all employees on such shifts. One (1) week notice of all shift changes except in cases of emergency.

#### **10.2.2 4 X 4 Shift**

- a) The four by four shift will be implemented for workers on the winter shift schedule. All complaints arising from the shift will be handled by the Joint Union and Management committee.
- b) An employee shall work two day shifts and two night shifts, then have four days off. Each shift shall be a 12 hour duration. Shifts will be as follows: 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m.
- c) A regular shift shall be deemed to be 12 hours at straight time, plus the current wage differential for all hours worked on the four by four shift. An employee is entitled to two twenty-minute coffee breaks and a one-half hour running lunch per shift.
- d) Should an employee become ill and cannot report to work on his scheduled shift, the employee in question will immediately contact the supervisor.  
(Revised March 1, 1998)
- e) After 45 calendar days, each employee on the four by four shift will receive to his credit one 12 hour rest day. These rest days are allowed to accumulate to a total of four days, then they must be taken. Rest days are days off without pay.
- f) The use of vacations, floaters, or banked time shall be permitted during the winter shift schedule based on approval by the City. Said approval shall be dependent on operational demands as determined by the City. Approval for such leave will only be given if there are no additional costs associated with obtaining necessary replacements.  
(Revised March 1, 2001)
- g) Employees on the four by four shift will have the option of selecting their own order of rotation on the A.B.C.D. positions on the schedule. Once the



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

### **Section 2 – Shift Work**

rotation has been selected, all employees will work to the end of the posted schedule for the winter.

- h) It is agreed that employees on this shift will be allowed time off for local union business, (a) provided that the emergency routes and bus routes do not require plowing or sanding, (b) that employees notify their immediate supervisor of their wish to attend a meeting and where they will be in the event an emergency arises and the supervisor has to get in touch with them.
- i) **Statutory Holidays**
  - a) All work performed on Statutory Holidays shall be paid for at double time of the base rate for the work performed by the shift employee.
  - b) For each Statutory Holiday worked, a shift employee will cancel one rest day in lieu of receiving one day off with pay for the statutory holiday.
- (j) Provided sufficient advance notice is given and with the approval of the immediate supervisor, employees may exchange shifts if there is no increased ~~cost~~ to the City and there is sufficient time off for rest periods as defined in the Motor Vehicle Safety Act.  
(Added March 1, 2001)

#### **10.2.3 Shift Work Departments/Posted Schedules**

Shift work for Public Works, Treatment Plant and Mechanical Shop employees shall be as per posted monthly schedule(s).

##### **a) Shift Preference**

Senior employees shall have preference in selecting their shifts when qualified junior employees are available to perform the required work.

##### **b) Steady Day Shift**

Five (5) days of eight (8) hours each from 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour off for lunch, except as otherwise stated herein.

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

### **Section 2 – Shift Work**

#### **10.2.4 Public Works**

##### **a) Day Shift**

Eight (8) hours from 7:00 a.m. to 3:00 p.m. with a running lunch.

##### **Weekends and Statutory Holidays**

Eight (8) hours from 7:00 a.m. to 3:00 p.m. with a running lunch.

##### **b) Afternoon Shift**

Eight (8) hours from 3:00 p.m. to 11:00 p.m. with a running lunch.

##### **c) Night Shift**

Eight (8) hours from 11:00 p.m. to 7:00 a.m. with a running lunch.

#### **10.2.5 Eating Allowance for Extended Hours**

Any employee required to work in excess of ten (10) consecutive hours shall be entitled to a lunch, not to exceed the sum of eleven (**\$11.00**) dollars, paid by the City plus time to eat, not to exceed one (1) hour.

#### **10.2.6 Rest Between Change of Shifts**

Failure to provide at least twelve (12) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such rest periods.

*(Revised March 1, 2004)*

**ARTICLE 10 – HOURS OF WORK, OVERTIME AND WAGES**

**Section 3 – Shift Premiums**

**10.3.1 Hours Shift Premiums**

**All employees who are required to be on shift work between the hours of 3:00 p.m. to 7:00 a.m. shall receive fifty (50¢) cents per hour premium for all hours worked.**

**(Revised March 1,2001)**

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

### **Section 4 – Overtime**

#### **10.4.1 Overtime Defined**

All authorized time worked before or after the employee's regular shift, the employee's regular work week, or on a holiday shall be considered overtime. As far as reasonably possible, overtime will be distributed on an equitable rotating basis amongst employees who have indicated they wish to be called for overtime and are capable of performing the work,

*(Revised March 1, 2001)*

#### **10.4.2 Overtime Paid Rate**

Overtime shall be paid for at the rate of time and one half (1 ½) for the first three (3) hours in any day and double time (2x) thereafter, however, overtime shall not be paid for less than fifteen (15) minutes.

*(Revised March 1, 2001)*

#### **10.4.3. Accumulation of Overtime**

a) Employees will be allowed to accumulate overtime in an Overtime Bank, up to a maximum of ten (10) days, or eighty (80) hours. The City will allow employees to use the overtime banked based on a revolving bank, whereby once the maximum hours permitted are banked, the entire bank does not have to be used before additional overtime can be banked.

*(Revised March 1, 2001)*

b) 4X4 shift operators will be permitted to bank up to one hundred and twenty (120) hours during the winter shift schedule, provided that hours banked in excess of eighty (80) hours are used prior to July 31<sup>st</sup> in the year in which the hours were banked. Any hours in excess of eighty hours, which are not used by July 31<sup>st</sup> will be paid out.

*(Added March 1, 2004)*

c) The City of Trail and C.U.P.E. Union Local 2087 are hereby in agreement that the mechanics will be allowed to bank their weekend on-call hours at straight time in the overtime bank, as per Article 10.4.3 of the Agreement, rather than be paid out for the hours on stand-by call as mentioned in Article 10.5.1.

*(Added March 1, 1995)*

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

### **Section 4 – Overtime**

- d) Scheduling and use – A written request at least five (5) working days prior to the desired use of accumulated overtime as time off must be made. The Employer shall grant use of accumulated overtime subject to operational requirements and at a time convenient to both the employee and the Employer. Further, it is recognized that the scheduling of annual vacations shall take precedence over accumulated overtime leave. Depending on the operational requirements of the City, the City may request, with mutual consent, that an employee utilize up to five (5) days in an employee's overtime bank provided five (5) days notice is provided.  
*(Added March 1, 1998)*

#### **10.4.4 Statutory Holiday and Continuous Shift Employees**

An employee required to work a continuous seven (7) day per week shift shall have the right to accumulate up to five (5) days in lieu of holidays worked to be taken in a block at a mutually agreed time.

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

### **Section 5 – On Call/Call Out**

#### **10.5.1 On Call – Payment Date**

When an employee is advised that he/she is "on call", that is immediately by telephone or radio pager contact, he/she shall be paid straight time wages in accordance with the following schedule:

Monday – Friday, inclusive – two (2) hours pay/day  
Saturday, Sunday and Holidays – three (3) hours pay/day  
Sunday 12:00 midnight to 7:00 a.m. Monday – two (2) hours pay/day  
(Revised July 7, 1992)

#### **10.5.2 On Call Actual Hours Worked**

All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with the overtime provisions of this Agreement.

#### **10.5.3 On Call – Employee Completed Work**

An employee may leave his/her employment and return home when he/she has completed the work for which he/she was called.

#### **10.5.4 On Call – Division of Duty**

On call duty shall be equally divided among the qualified employees. Additional employees will be added to the On-Call List as they become qualified. The roster will be drawn up on a monthly basis. Should utility operators wish to substitute, exchange or volunteer for additional weekends, the City will agree, provided the Supervisor is aware by Thursday afternoon of any changes to the roster.  
(Revised July 7, 1992)

#### **10.5.5 Call Out Minimum Pay**

An employee, other than those covered under Article 7.7.2 of this Agreement, called out to work any time other than his/her regular shift, shall be paid for a minimum of four (4) hours at the base rate for the job or time and one half (1 1/2), for the first three (3) hours and double time thereafter.  
(Revised March 1, 2004)

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

### **Section 5 – On Call/Call Out**

#### **10.5.6 Call-Out Minimum Pay – Police Guards/Matrons**

Notwithstanding Article 10.5.5, for Police Guards and Matrons called out at any time to work, shall be paid for a minimum of two (2) hours at the base rate for the job.

*(Added March 1, 2004)*

**10.5.7** When an employee responds to a call-out, he shall be entitled to an eight (8) hour rest period. If his regular shift is scheduled to commence before the expiration of an eight (8) hour rest period he will be permitted to remain at rest for said period and will be paid his standard hourly rate for the hours of his regular shift which fall within said rest period. Where an employee is directed by his supervisor to work on that part of his regular shift, which falls within the said rest period he shall be paid at overtime rates.

*(Added March 1, 2004)*

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

### **Section 6 – Minimum Guarantee On Reporting For Work**

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



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

### **Section 7 – Wages**

#### **10.7.1 Payment Per Schedules**

The City shall pay wages to its employees in accordance with Schedule(s) A, B, C, and D, attached hereto and forming part of this Agreement.

#### **10.7.2 Rate Presentation**

Schedule B – To be shown in hourly rates only.

#### **10.7.3. Police Clerk – Dispatcher – Schedule B**

When there is no relief on afternoon and weekend shifts, these employees will be granted a running lunch and receive an *extra* ½ hour pay at straight time.

*(Added July 7, 1992)*

#### **10.7.4 Relieving in Higher-Rated Positions**

Employees relieving in higher-rated positions during any portion of their work shift shall be paid the rate of the higher-rated position for the entire day.

#### **10.7.5 Pay Days – Bi-weekly**

All employees shall be paid bi-weekly, the effective date of implementation to be set by mutual agreement between the City and the Union.

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

### **Section 8 – Wage Differentials**

**10.8.1** Employees shall receive a pay differential of fifty (50¢) cents per hour when:

- a) assigned to work on asphaltting operations where liquid asphalt or road oil is being used or handled in any manner;
- b) assigned to work on garbage removal/garbage truck;
- c) cleaning sanitary or domestic sewers;
- d) working within any covered storm sewer or culvert;
- e) employees assigned to work on or operate a street sweeper, sewer-rodder machine or jackhammer;
- f) assigned to work in liming operations;
- g) Waste Water Treatment Plant employees will receive fifty (50¢) per hour dirt pay differential for all hours worked;
- h) Waste Water Treatment Plant employees will receive an additional fifty (50¢) cents per hour differential when working in a liftstation or enclosure;
- i) Employees working within any covered sewer or culvert which contains sanitary sewage shall receive the differential set out in Section 10.8.1 (c) of this clause and the applicable differential set out in Section 10.8.1 (d) of this clause.

(Revised March 1, 2004)

### **10.8.2 Lead Hand and/or Charge Hand**

A Lead Hand and/or Charge Hand shall receive fifty (50¢) cents per hour above the highest rated classification under his/her supervision, or his/her own rate, whichever is higher.

### **10.8.3. Weekend Premium**

All regular permanent employees who are scheduled to work on Saturdays and/or Sundays as part of their regular working week shall receive fifty (50¢) cents per hour for working on Saturdays and/or Sundays.

(Revised March 1, 2001)

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

### **Section 8 – Wage Differentials**

#### **10.8.4 Equal Pay for Equal Worth**

Employees within comparable classifications shall receive equal pay for equal worth, regardless of sex.

#### **10.8.5 Increments– Schedule B**

Employees who work under Schedule "B" will be paid at 95% of the rate during their probationary period (90 days). Upon successful completion of their probation, they will be paid full rate. In no case will employees be paid less than the rate currently shown under Step 1 of Schedule "B".

**10.8.6** The Parties agree that the electrician acting as a signatory for the City's Electrical Permit will be paid a premium of thirty-five cents (\$0.35) per hour.  
(Added March 1, 2004)

## **ARTICLE 11 – STATUTORY HOLIDAYS AND ANNUAL VACATIONS**

### **Section 1 – Statutory Holidays**

#### **11.1.1 List of Holidays Paid and Rate of Pay**

An employee shall receive a day off with pay for all Statutory Holidays listed in Section 1 of this article, provided that he/she worked the scheduled day previous to such holiday and the scheduled day following such holiday, at the rate of pay received on the scheduled day prior to such Statutory Holiday. The rate of pay for statutory holiday shall be the base rate (rate shown in Schedules A, B, C, D) for the jobs being done the day before the statutory holiday and in no case will premiums be included.

*(Amended May 1, 1992)*

#### **11.1.2 Statutory Holiday – Event of Illness**

In the event of illness or accident occurring prior to or on the scheduled day following said Statutory Holiday, and providing such occurs during the course of time employed, the employee shall present his/her foreman a doctor's certificate substantiating the illness or accident.

#### **11.1.3 Statutory Holiday Recognition**

The recognized Statutory Holiday shall be as follows:

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

and all days proclaimed by Local Government, Provincial or Federal Government. In addition to the above-named holidays, each employee who has obtained seniority with the City shall be entitled to a floating Statutory Holiday during each year he/she is in the City's employ which shall be taken at a time of the employee's choice, provided the employee has provided management with prior notice of not less than seven (7) days.

#### **11.1.4 Statutory Holiday – Seniority**

Employees who have not obtained seniority with the City shall be entitled to said floating Statutory Holiday during each calendar year if and when he/she has worked thirty (30) days, continuous or broken, in that year.

## **ARTICLE 11 – STATUTORY HOLIDAYS AND ANNUAL VACATIONS**

### **Section 1 – Statutory Holidays**

#### **11.1.5 Statutory Holiday – Employee's Choice**

In any dispute concerning the day of the employee's choice, the matter shall be resolved in accordance with the provisions of Article 5 of this Agreement, provided always that an employee shall receive such day off not later than December 31<sup>st</sup> of the calendar year.

## **ARTICLE 11 – STATUTORY HOLIDAYS AND ANNUAL VACATIONS**

### **Section 2 – Compensation for Holidays**

#### **11.2.1 Statutory Holiday – Work Performed**

All work performed on any such Statutory Holiday, as listed in Clause 11.1.3 of this Article, shall be paid for at double time of the base rate for the work performed by the employee, in addition to the pay received by him/her for the Statutory Holiday, as set out Clause 11.1.1 of this Article.

#### **11.2.2 Statutory Holiday – Saturday/Sunday**

When any of the above-noted holidays fall on a Saturday or Sunday and are not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday. Calculations for the Statutory Holiday shall remain the actual calendar date.

#### **11.2.3 Statutory Holiday – Scheduled Day Off**

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time arranged by mutual agreement.

#### **11.2.4 Statutory Holiday – Vacation**

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

**ARTICLE 11 – STATUTORY HOLIDAYS AND ANNUAL VACATIONS**

**Section 3 – Annual Vacation**

**11.3.1 Vacation Entitlements**

All Regular permanent employees shall be credited and granted vacations earned up to their anniversary day as follows:

effective March 1, 1997	1 – 4 years	three (3) weeks
	5 – 10 years	four (4) weeks
	11 – 19 years	five (5) weeks
	20 years and thereafter	six (6) weeks

(Revised Mardi 1, 2001)

**11.3.2 Vacation – Absent from Work**

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

**11.3.3 Vacation and WCB Benefits**

An employee who receives W.C.B. benefits will not receive more than 52 weeks pay in a 52 week period from the combination of W.C.B. payments and vacation entitlement. An employee who exhausts his sick leave bank under 13.1.4 and 13.1.12(d) will be ~~entitled~~ to full vacation benefits.

**11.3.4 Anniversary – Holiday Completion**

All holidays taken under this Article shall be completed before the anniversary date of the succeeding year, provided that this shall not preclude the City and the Union from agreeing to an extension of this time limitation, where such is requested either by the City or an employee.

**11.3.5 Vacation – 2 or more Employees**

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

## **ARTICLE 11 – STATUTORY HOLIDAYS AND ANNUAL VACATIONS**

### **Section 3 – Annual Vacation**

#### **11.3.6 Vacation – Employee Discretion**

At the employee's discretion, the vacation period, set ~~out~~ in this Article may be split, but no more than six (6) times, subject to approval of the Supervisor.

#### **11.3.7 Vacation Pay – Computation**

For the purpose of computing such vacation pay, the work week shall be considered as constituting 40, 37 ½ or 25 hours, whichever applies. The word "pay", where used in this Article, shall mean remuneration for three (3), four (4), five (5), or six (6) weeks, as the case may require, based on the salary or hourly rate (inclusive of differentials) received by the employee for the major portion of the calendar month immediately prior to the vacation.

#### **11.3.8 Scheduling Vacations**

Employees shall submit their vacation requests to their immediate supervisor each year prior to April 30<sup>th</sup> and vacation schedules will be approved by the City prior to the end of the May in each year. The City reserves the right to approve vacation schedules consistent with the efficient delivery of service to the public.

Where requests are not made by the employee prior to April 30<sup>th</sup>, vacation requests will be considered in conjunction with the approved schedule.  
*(Added March 1, 2001)*



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

### **Section 1 – General Provisions and Conditions of Employment**

#### **12.1.1 Employment Abandonment**

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

#### **12.1.2 City Property**

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

#### **12.1.3 Badges and Insignia**

Employees shall be permitted to wear Union pins or badges.

#### **12.1.4 Disciplinary Procedure and Just Cause**

Where and when a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall advise the employee of the purpose of the interview in advance so that the employee may contact his/her Union Steward to be present for the interview. The employer has the right to discipline for just cause.

*(Amended July 7, 1992)*

#### **12.1.5 Dirty and Dangerous Work – Safety Equipment/Clothing**

All employees working in any dirty or dangerous capacity shall be supplied with all necessary safety equipment and protective clothing when needed.

#### **12.1.6 Coveralls**

Coveralls, as determined by the City, will be supplied to all Public Works/Arena employees.

These coveralls are sent to the cleaners once a week to be washed and repaired, if necessary.

*(Revised March 1, 2001)*

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

### **Section 1 – General Provisions and Conditions of Employment**

#### **12.1.7 Fire Retardant Coveralls**

Employees will be issued one pair of fire retardant coveralls to be used only when the employee is engaged in welding.

#### **12.1.8 Protective Clothing – Grave Digging**

The City agrees to provide the following protective clothing, for use during grave digging, for each employee so engaged:

- two (2) pair of coveralls during the summer months
- one (1) suit of water-resistant jacket and pants during the winter months..

#### **a) Uniform/Apparel/Footwear**

The City agrees to provide as follows:

##### **Recreation Facilities Attendants:**

- 3 shirts at 100% City cost that employee launders at his cost
- 2 coveralls at 100% City cost that employer cleans

##### **Bylaw Enforcement Personnel:**

- 100% at City's cost of approved footwear – maximum two hundred dollars (\$200.00) per year.
- 4 shirts at 100% City's cost – employee launders at his cost
- 1 jacket at 100% City's cost; 1 hat at 100% City's cost – employer cleans
- 2 pairs of approved slacks at 100% City's cost that the employer cleans.

(Revised March 1, 2004)

#### **12.1.9 Safety Hard Hats**

The City supplies, free-of-charge on their first day of employment, a regulation safety hard hat to all those employees required to wear the same in the course of their duties.

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

### **Section 1 – General Provisions and Conditions of Employment**

#### **12.1.10 Gloves**

The City supplies protective neoprene gloves to the following employees:

garbage collection swamper	the sewer crew
flusher truck operator	pollution control plant operators

#### **12.1.11 Gloves – Special Jobs**

Protective gloves on special jobs are also supplied, when required.

#### **12.1.12 Safety Footwear**

The City, by way of presentation of an invoice for purchase, shall pay an annual safety footwear allowance of one hundred percent (100%) to a maximum of two hundred dollars (\$200.00) per year. Safety-toed hip waders are also supplied for special job assignments which are returned to the City after the job is completed. They are disinfected after usage to be reissued when next required.

(Revised March 1, 2004)

#### **12.1.13 Grave Digging Gear**

The City agrees to provide the following footgear for use during grave digging for each employee so engaged:

- one (1) pair of approved footgear

#### **12.1.14 Noise Level Ear Muffs**

Noise level ear muffs or ear plugs are supplied to operators when they are required on various City equipment (noise level control).

#### **12.1.15 Eye Protection – Safety Glasses**

Safety glasses are supplied to every employee on the Works crew and other special eye protection when necessary. (Dust proof safety goggles, grinding eye shields at all grindstones, arc-welding helmet and burning glasses.)

**Section 1 – General Provisions and Conditions of Employment**

**12.1.16 Legal Costs for Employee**

Notwithstanding any disciplinary action for just cause, the City shall pay all legal costs arising out of lawsuits or charges in any court against an employee if he/she is found not guilty as a result of performing his/her duties for the City. Costs will also be paid if the City is found negligent.

**12.1.17 Fire and Theft Insurance**

The City shall provide employees with fire and theft insurance, with a deductible provision not exceeding \$50.00 for each loss, covering the tools and equipment owned by employees and required in the performance of their duties with the City.

## **ARTICLE 13 – SICK LEAVE**

### **Section 1 – Sick Leave**

#### **13.1.1 Definition of Sick Leave**

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

#### **13.1.2 Sick Leave Credit**

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

#### **13.1.3 Sick Leave Pay**

In the event of illness, a Regular Permanent employee shall receive a full day's pay at his/her base rate (exclusive of all differentials) received by him/her on his/her last working day prior to such illness for each day lost by him/her from work. The rate of pay is the base rate (rate shown in Schedules A, B, C, D) for the jobs being done the day before going off sick and in no case will premiums be included. In this Article, base rate means the position to which the employee is regularly posted.

#### **13.1.4 Deduction– Sick Leave Bank**

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

#### **13.1.5 Sick Leave Records**

By January 31<sup>st</sup> of each calendar year the City shall advise each employee, in writing, of the amount of sick leave remaining in the Sick Leave Bank.

#### **13.1.6 Proof of Illness**

An employee may be required to produce a certificate from a medical practitioner or a specialist for any illness in excess of three (3) working days certifying that he/she was unable to carry out his/her duties due to illness. Any cost to the employee in obtaining these certificates will be reimbursed by the City.

(Revised March 1, 1995)

## **ARTICLE 13 – SICK LEAVE**

### **Section 1 – Sick Leave**

#### **13.1.7 Sick Leave During Leave of Absence**

When an employee is given leave of absence for any reason, he/she shall receive sick leave credit for the period of such absence, on his/her return to work, such credit not to exceed one and one half (1 ½) days.

#### **13.1.8 Sick Leave – Lay Off and Recall – No Credits**

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

#### **13.1.9 Sick Leave – Recalled Employees**

Laid off employees who have been recalled under the provisions of Article 7.9.2, shall be eligible for sick leave pay provided:

- a) that the illness occurs during their period of employment with the ~~City~~ and that they are scheduled to work on the days for which sick leave is claimed.
- b) that such sick leave shall cease on the day on which they would otherwise have been laid off.

#### **13.1.10 Continuation of Benefits – Laid Off Period**

The City agrees to pay the full coverage for all employees benefit plans for employees laid off for periods of less than three (3) months only where the policy with the carrier permits this extension. In the event of a longer lay-off, employees so affected shall have the right to continue this coverage through direct payments, for a further nine (9) months, only in cases where the policy with the carriers permits its extension.

(Revised March 1, 2004)

#### **13.1.11 Workers' Compensation Pay Supplement**

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

## **ARTICLE 13 – SICK LEAVE**

### **Section 1 – Sick Leave**

- a) Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments.
- b) In order to continue receiving his/her regular salary the employee shall assign his/her compensation cheque to the City.
- c) In return, the City shall indicate the amount received from the Compensation Board on the Employee's income tax (T-4) form.
- d) An employee receiving such supplement shall have his/her accumulated sick leave debited by  $\frac{1}{4}$  day for each day it is received and no employee shall receive such supplement for a period of longer than his/her accumulated sick leave.

#### **13.1.12 Duty to Accommodate**

Where an employee is unable, through injury or illness to perform his/her normal duties, the City will attempt to provide him/her with alternate suitable employment,  
(Revised March 1, 2001)

#### **13.1.13 Sick Leave Payout – Retirement**

All employees shall, upon retirement, pursuant to the provisions of the Public Sector Pension Plans Act in accordance with City Policy, become eligible for and receive a cash gratuity payment, at the employee's current base rate of pay, based on the following percentage of their accumulated sick leave, if any, on the following scale: after five (5) years of service, twenty (20%) percent and an additional two (2%) percent per year thereafter to a maximum of one hundred and fifty (150) working days.  
(Revised March 1, 2004)

#### **13.1.14 Medical Care Leave – Sick Leave Deduction**

Employees shall be allowed up to three (3) days per annum paid leave of absence in order to engage in personal preventative medical health and dental care provided that such days shall be charged against the employee's sick leave. On request, employees may be required to show proof of medical or dental care.

## **ARTICLE 13 – SICK LEAVE**

### **Section 1 – Sick Leave**

**13.1.15 C.U.P.E. agrees to participate on a quarterly joint committee to monitor sick leave usage. This committee will monitor excessive use and if decided by the joint committee require excessive users to produce a medical certificate for any absences.**

*(Added March 1, 1995)*



## **ARTICLE 14 – MATERNITY AND PARENTAL LEAVE**

### **Section 1 – Maternity and Parental Leave**

#### **14.1.1 A) Maternity and Parental Leave**

- (1) A pregnant employee who requests leave under **this section** is entitled to up to **17** consecutive weeks of unpaid leave
  - (a) beginning
    - (i) no earlier than **11** weeks before the expected birth date, and
    - (ii) no later than the actual birth date, and
  - (b) ending
    - (i) no earlier than **6** weeks after the actual birth date, unless the employee requests a shorter period, and
    - (ii) **no** later than **17** weeks after the actual birth date.
- (2) An employee who requests leave under **this section** after the birth of a child or the termination of a pregnancy is entitled to up to **6 consecutive** weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (3) An employee is entitled to up to **6** additional consecutive weeks of unpaid leave if, for reasons related to the **birth** or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
- (4) A request for leave must
  - (a) be given in writing to the employer,
  - (b) **if** the request is made during the pregnancy, be given to the employer at **least 4** weeks before ~~the~~ day the employee proposes to begin leave, and
  - (c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).

## **ARTICLE 14 – MATERNITY AND PARENTAL LEAVE**

### **Section 1 – Maternity and Parental Leave**

- (5) A request for a shorter period under subsection (1) (b) (i) must
  - (a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
  - (b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

#### **(B) Parental Leave**

- (1) An employee who requests parental leave under this section is entitled to,
  - (a) for a birth mother who takes leave under Article 14.1.1 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to **35** consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 14.1.1 unless the employer and employee agree otherwise.
  - (b) for a birth mother who does not take leave under Article 14.1.1 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to **37** consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,
  - (c) for a birth father, up to **37** consecutive weeks unpaid leave beginning after the child's birth and within 52 weeks after that event, and
  - (d) for an adopting parent, up to **37** consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).

## **ARTICLE 14 – MATERNITY AND PARENTAL LEAVE**

### **Section 1 – Maternity and Parental Leave**

- (3) A request for leave must
- (a) be given in writing to the employer,
  - (b) if the request is for leave under subsection (1) (a), (b) or (c), be given to the employer at least 4 weeks before the employee proposes to begin leave, and
  - (c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under Article 14.1.1 and this section is limited to 52 weeks plus any additional leave the employee is entitled to under Article 14.1.1 section 3 or subsection (2) of this section.

(Added March 1, 2004)

#### **14.1.2 Notice of Return**

A regular permanent employee shall give the City at least four (4) weeks notice/advice of her return to work after Maternity Leave of Absence and she shall be returned to her former position, however, if her former position no longer exists, then she shall be placed in an equivalent position in her department.

(Revised March 1, 2001)

## **ARTICLE 15 – BENEFITS AND HEALTH CARE PLANS**

### **Section 1 – Benefits and Health Care Plans**

#### **15.1.1 Superannuation**

All eligible regular permanent employees shall apply for superannuation in conformity with the Public Sector Pension Plans Act.  
(Revised March 1, 2004)

#### **15.1.2 Unemployment Insurance**

The City agrees that all employees shall remain insurable under the Unemployment Insurance Act.

#### **15.1.3 Group Life Insurance/A.D.&D**

**Upon** completion of three (3) month's employment, all Regular Permanent employees shall join the Group Life Insurance Plan and Accidental Death and Dismemberment Plan provided by the City and the City shall pay the actual cost of the premiums of such Group plans providing \$30,000.00 minimum coverage per plan per employee increasing to one and one quarter (1 ¼) times an employee's annual salary or wages, effective May 1<sup>st</sup>, 1988, and further increasing to one and one half (1 ½) times an employees annual salary or wages effective March 1<sup>st</sup>, 1989, up to the age of 65.

#### **15.1.4 Medical Plans**

- a) The City shall pay the actual ~~cost~~ of the monthly premium per employee per month, for both married and single employees, covering membership in a mutually approved medical plan, including the basic B.C. Medical Plan, Extended Health Benefit Plan, provided that any change in the coverage would involve the entire group of City employees.
- b) Eye examinations every two (2) years be covered under the extended health provisions.  
(Added March 1, 2004)

#### **15.1.5 Medical Plan: Vision Care Benefit**

All eligible permanent regular employees shall be entitled to participate in a vision care benefit as part of the Extended Health Benefit Plan. The benefit shall provide a coverage of \$300.00 every twenty-four (24) months. The

## **ARTICLE 15 – BENEFITS AND HEALTH CARE PLANS**

### **Section 1 – Benefits and Health Care Plans**

premiums for the vision care benefit will be shared between the ~~City~~ and the employees as follows:

- effective March 1, 1989 - 75% paid by City
- 25% paid by the employees

(Revised March 1, 2001)

#### **15.1.6 Dental Plan – Eligibility**

All eligible Permanent Regular employees shall participate in a Dental Plan covering:

- 100% cost of Plan "A"
- 75% reimbursement of Plan "B"
- 75% reimbursement of Plan "C" – maximum \$3,000.00 – effective March 1, 2004

Increase annual maximum for Plan "A" and "B" to an unlimited amount.

Remove references to "child only" in Plan "C".

(Revised March 1, 2004)

#### **15.1.7 Dental Plan – Premiums**

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

- Effective March 1, 1982 - 75% paid by the City
- 25% paid by the Employees

#### **15.1.8 Prescription Safety Glasses**

For those Permanent Regular Employees so requiring prescription Safety Glasses in the performance of their duties, the City will pay 100% of the cost of such lenses, provided they are deemed to be "industrial" as specified in the Occupational Health and Safety Regulation.

(Revised March 1, 2004)

## **ARTICLE 15 – BENEFITS AND HEALTH CARE PIANS**

### **Section 1 – Benefits and Health Care Plans**

#### **15.1.9 Prescription Safety Glasses – Limit of Reimbursement**

Frames for the prescription safety glasses shall be reimbursed at 100% of the cost up to \$150 every twenty-four (24) months.  
(Added March 1, 1998)

#### **15.1.10 Long Term Disability**

LTD shall be introduced to all Permanent Employees effective March 1, 1991. The premiums shall be shared between the City and the employees as follows:

- Effective January 1, 1999 - 90% paid by the City
- 10% paid by the employees

(Revised March 1, 1998)

The plan is to provide a monthly benefit of not less than two thirds (2/3) of an employee's monthly earnings to a maximum of three thousand dollars (\$3,000.00) per month upon eligibility for the Long Term Disability. The waiting period before eligibility for the LTD benefit shall not be greater than ninety (90) days.

(Revised Mardi 1, 2004)

#### **15.1.11 Employee Assistance Program**

The parties recognize the current operation of an employee assistance program. Both parties recognize the benefits of the continued operation of this program. The employer agrees not to make any changes in the current policy without prior consultation with the Union.

#### **15.1.12 Same Sex Spousal Benefits**

The employer agrees where the benefit carrier recognizes and when an employee applies, coverage for same sex spouse will be provided.

(Added Mardi 1, 1995)

#### **15.1.13 Prescription Card**

All regular permanent employees shall be entitled to participate in pay direct prescription card for the purposes of paying for prescriptions through coverage provided by the Extended Health Benefit Plan. The City shall pay 100% of the costs associated with this benefit.

## **ARTICLE 16 – SAFETY**

### **Section 1 – Safety**

#### **16.1.1 Joint Committee**

A Joint Safety Committee shall be established **with** three (3) members representing the Employer and four (4) members representing the Union. The Union shall appoint, select, or elect employee representatives.  
(Revised March 1, 1998)

#### **16.1.2 Meetings**

The Joint Safety Committee shall meet monthly at the call of the Chairman of the Committee and shall discuss, recommend and record all action necessary to improve hazardous conditions at the workplace.

#### **16.1.3 Minutes**

Minutes of all Joint Safety Committee meetings shall be kept and copies of such minutes shall **be** sent to the City and to the Union and to the Workers' Compensation Board and a **copy** shall be posted on the bulletin boards.

#### **16.1.4 Time Spent on Safety Meetings**

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

## **ARTICLE 17 – TRAINING AND DEVELOPMENT**

### **17.1.1 Job Training Opportunities**

Where a training opportunity exists, beyond training that is done as part of departmental operations, such opportunities will be posted ~~City~~ wide. Interested employees may apply, recognizing that management reserves the right to ~~select~~ candidates. Should the employee believe an improper selection has been made, the Union may appeal the decision directly to the City Manager through the grievance procedure.

(Revised March 1, 2001)

### **17.1.2 Training Sub-Committee**

The parties agree to participate in a **Sub-Committee** that will meet and make recommendations to the Labour Management Committee regarding training concerns. The Sub-Committee will meet as deemed necessary.

(Revised March 1, 2001)

### **17.1.3 Training Costs**

Where approved training, **which** is a condition of the position, requires the successful completion of an exam, it is understood that the ~~City~~ will pay all ~~costs~~ associated with ~~the~~ employee taking the exam for ~~the~~ first time only. For any and all subsequent attempts, it will be done at the employee's ~~cost~~, which includes time away from work as well as any and all expenses associated with taking the exam.

(Added March 1, 2004)



## **ARTICLE 18 – AQUATIC & LEISURE CENTRE EMPLOYEES**

### **18.1.0 Articles Precedent**

Wherever there is found to be a conflict between the Articles hereunder and the Articles elsewhere in the Collective Agreement, the Articles hereunder shall apply.

### **18.1.1 Definition– Head Lifeguard Instructor**

A Head Lifeguard/Instructor means an employee who:

- a) Is a Lifeguard, Swim Instructor whose responsibilities and tasks are identified in the job description for this position, and
- b) Shall be employees, entitled to seniority and the appropriate benefits as specified in the Collective Agreement.

(Revised March 1, 2004)

### **18.1.2 Definition– Senior Lifeguard**

- a) Is a Lifeguard, Swim Instructor whose responsibilities and tasks are identified in the job description for this position, and
- b) Shall be regular part-time employees, entitled to seniority and the appropriate benefits upon reaching 500 hours, as per Article 18.

### **18.1.3 Definition– Lifeguards**

A Lifeguard means an employee who:

- a) Is a Lifeguard, Swim Instructor whose responsibilities and tasks are identified in the job description for this position, and
- b) Shall be regular part-time employees, entitled to seniority and the appropriate benefits upon reaching 500 hours, as per Article 18.

### **18.1.4 Definition– Cashier Receptionist**

- a) A Cashier Receptionist means an employee whose responsibilities and tasks are identified in the job description for this position, and
- b) Shall be regular part-time employees, entitled to seniority and the appropriate benefits upon reaching 500 hours, as per Article 18.

## **ARTICLE 18 – AQUATIC & LEISURE CENTRE EMPLOYEES**

### **18.1.5 Definition– Waterslide Attendant/Cleanup**

A Waterslide Attendant means an employee who:

- a) Is a Waterslide Attendant whose responsibilities and tasks are identified in the job description for this position, and
- b) Shall be casual employees entitled to seniority and the appropriate benefits on reaching five hundred (500) hours per Article 18.

### **18.1.6 Benefits – Lifeguards, Cashier/Receptionist/Slide Attendant**

#### **Casual Position**

- a) A Head Lifeguard/Instructor, Senior Lifeguard, Cashier/Receptionist and Slide Attendant shall be entitled to twelve (12%) percent premium on every pay cheque In lieu of benefits. Such benefits include: vacation pay, statutory holidays pay, sick leave, bereavement, group life, disability, medical, extended health and dental coverage.  
(Revised Mardi 1, 1998)

#### **Regular Part-Time Position**

- a) A Head Lifeguard/Instructor, Senior Lifeguard, Cashier/Receptionist and Slide Attendant shall be entitled to fifteen (15%) percent premium on every pay cheque in lieu of benefits. Such benefits include: vacation pay, statutory holidays pay, sick leave, bereavement, group life, disability, medical, extended health and dental coverage. This shall be increased to twenty (20%) percent for the Head Lifeguard/Instructor position on July 1, 1999.  
(Revised March 1, 1998)
- b) Regular part-time employees may purchase the City of Trail standard benefit package at their own expense.

### **18.1.7 Hours of Work – Lifeguards, Cashier/Receptionist, and Waterslide Attendant**

- a) The Employer has the right to:
  - i) establish hours of work that result in split shifts, and

## **ARTICLE 18 – AQUATIC & LEISURE CENTRE EMPLOYEES**

- ii) require a Lifeguard to work six (6) consecutive days in order to cover shift changes.
- iii) shifts can occur on a 24-hour basis.
- b) The minimum number of hours per shift for which a Lifeguard shall be paid will be in accordance with the Employment Standards Act.  
(Revised March 1, 2004)
- c) Lifeguards shall not be left guarding on the pool deck for longer than two (2) hours at a time.  
(Revised March 1, 2004)
- d) Those employees giving lessons will be paid fifteen (15) additional minutes before and fifteen (15) additional minutes after an instructional lesson block to allow for preparations and reporting time.  
(Added March 1, 2001)

### **18.1.8 Overtime Hours and Pay – Lifeguards, Cashier/Receptionist, and Waterslide Attendant**

- a) Overtime shall mean all time worked at the request of the Employer in excess of eight (8) hours per day or forty (40) hours per week. Overtime shall be paid as follows:
  - 1 ½ times the rate for the first three hours in each day and 2 times the rate thereafter,  
(Revised March 1, 2001)
- b) Statutory holidays will be paid at straight time, except where such payment will conflict with or be less than Employment Standards Act.  
(Revised March 1, 2004)
- c) All overtime hours will be paid out in cash.
- d) No shift premium for weekend work.

### **18.1.9 Job Training – Lifeguards and Waterslide Attendant**

- a) Lifeguards are required to attend inservices annually:
  - i) In services will be at least, but not limited to three (3) times per year.

## **ARTICLE 18 – AQUATIC & LEISURE CENTRE EMPLOYEES**

- ii) In services are scheduled for at least the following time periods:
  - August/September (paid)
  - December/January (paid)
  - May/June (paid)
- iii) At least one in service includes a training certification program for staff.
- iv) For the purpose of inservice training, employee shall be paid a minimum of two (2) hours at the regular rate.  
*(Added March 1,2001)*
- b) Lifeguards are required when posted to attend Department staff meetings:
  - i) One hour sessions at a maximum of seven times per year.
  - ii) Be paid for the one hour only without overtime, and
  - iii) Every effort will be made to conduct quarterly meetings when most staff are on site.
- c) The Employer requires the lifeguards to be able to maintain the Lifesaving Society's fitness level.
  - i) The Employer has the right to request lifeguards to perform the items in the above award at any time at the Silver level;
  - ii) The Employer will pay the Lifesaving Society fee for this award once a year;
  - iii) Lifeguards who are not capable of meeting the fitness requirements at any time have ten (10) days to show they are capable of doing the items; and
  - iv) If they do not meet this requirement suspended without pay until they are capable of meeting the requirement.
  - v) Grievance procedures as per Collective Agreement for this section.

## **ARTICLE 18 – AQUATIC & LEISURE CENTRE EMPLOYEES**

- vi) All new employees will be given proper orientation and training before the start of their first shift and ongoing training shall be provided to all staff as required by the City.  
(Added March 1,2001)

### **18.1.10 Seniority – Lifeguards and Cashier/Receptionist and Waterslide Attendant**

- a) Aquatic staff shall be placed on an Aquatic Seniority List after an employee has worked 500 hours. On the signing of this agreement, there shall be separate seniority lists maintained for the positions of lifeguards, cashiers, and waterslide attendants for the purpose of scheduling and other rights conveyed in this agreement.  
(Revised March 1, 1998)
- b) Seniority based on worksite only (Trail Aquatic & Leisure Centre). Seniority is not available in other areas of the Municipal operation, except for the two (2) Head Lifeguard positions.
- c) Seniority will be lost when aquatic staff are not available for a regularly scheduled shift, and at minimum work once per week or the equivalent during the shift schedule because of other employment. Where minimum time as stipulated is not worked, the employee will be removed from the seniority list at the end of the shift schedule.  
(Added March 1,2001)

### **18.1.11 Staff Attire – Lifeguards and Waterslide Attendant**

- a) The Employer agrees to provide, at its cost, a uniform
  - i) one shirt and one pair of shorts annually and to replace damaged or worn-out uniforms as required;  
(Revised March 1,1998)
  - ii) uniforms to be worn only in the execution of duties performed for the City of Trail.
  - iii) a maximum of two (2) bathing suits of suitable quality will be paid for by the City in a calendar year for instructors, based on needs as determined by the City.  
(Added March 1, 2001)

## **ARTICLE 18 – AQUATIC & LEISURE CENTRE EMPLOYEES**

- iv) one (1) pair of suitable footwear provided (for pool deck usage) per year, to a maximum of twenty dollars (\$20.00) per year.  
(Revised March 1, 2004)

### **18.1.12 Shift Changes – Lifeguards, Cashier/Receptionist and Waterslide Attendant**

- a) Once a shift schedule has been set, changes will only be made for reasons of sickness, accident or authorized leave of absence.
- b) Where reasonable and possible, the Centre Supervisor may amend the shift schedule.
- c) Shift schedules will be prepared for commencement of such shifts, and
  - i) instructional shifts will be prepared 48 hours in advance of commencement of such shifts, and
  - ii) lifeguard shifts will be prepared one month in advance of commencement of such shifts.
- d) Seniority process applied to shift changes.
- e) For the purpose of extra shifts, they will be distributed on an equitable basis where reasonably possible amongst employees who have indicated they wish to be called. Where an employee has refused a shift three consecutive times, he will no longer have to be called for the duration of the shift schedule.  
(Added March 1, 2001)
- f) Where an employee misses a shift that is scheduled, without proper authorization or just cause, they may be open to investigation that may lead to discipline.  
(Added March 1, 2001)

### **18.1.13 Relieving in Other Positions**

An employee relieving in another position for any portion of their shift shall be paid the rate of the position only when performing those duties.

## **ARTICLE 19 – WAGESCHEDULES, ATTACHMENTS AND ADDENDUMS**

### **Section 1 – Wage Schedules, Attachments and Addendums**

#### **19.1.1 Schedules Etc.**

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

#### **19.1.2 Schedule of Wages Amendments**

The wage schedules as applicable appended to this agreement shall be increased as follows:

March 1, 2004	\$0.30
March 1, 2005	1.75%
March 1, 2006	2%

## **ARTICLE 20 – VARIATIONS**

### **Section 1 – Variations**

#### **20.1.1 Changes – Mutual Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time **during** its existence.

#### **20.1.2 Changes – Letter of Understanding**

All changes to be made as a Letter of Understanding/Agreement, signed by both the City Manager and two (2) members of the Union Executive.



## **ARTICLE 21 – PRINTING OF AGREEMENT**

### **Section 1 – Printing of Agreement**

- 21.1.1** The Union will be responsible for the amending and drafting of the Collective Agreement and the costs associated with the printing and supply of the **Collective** Agreement will be **borne** equally between the Parties.  
(Revised *Mardi 1, 2004*)

## **ARTICLE 22 – EFFECTIVE AND TERMINATING DATES**

### **Section 1 – Effective and Terminating Dates**

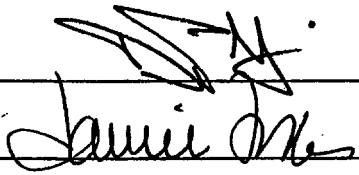
- 22.1.1** This agreement shall be effective from March 1, 2004 and shall remain in force until February 28<sup>th</sup>, 2007 and from year to year thereafter, unless terminated by either Party on written notice served during the month of November.  
(Revised March 1, 2004)

**ARTICLE 23 – SIGN DOCUMENT**

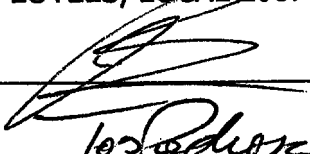
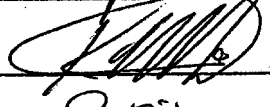
**Section 1 – Sign Document**

23.1.1 IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers and thereunto lawfully authorized in that behalf this 12<sup>th</sup> day of MAY, 2004.

FOR THE CITY OF TRAIL

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2087

  
\_\_\_\_\_  
103 Pederson  
if President  
  
\_\_\_\_\_  
Gibson  
Kathy Hutt  
\_\_\_\_\_

opeiu 491

# WAGE SCHEDULES

**CITY OF TRAIL  
SCHEDULE "A" HOURLY RATE**

Pay Grade		Effective		
		March 1, 2004	March 1, 2005	March 1, 2006
1	Labour I (probationary period only)	\$20.97	\$21.34	\$21.77
2	Labourer II (upon completion of probationary period), Trades Helper	\$21.15	\$21.52	\$21.95
4	Truck driver, Garbage Pick-up, Park Maintenance	\$21.80	\$22.18	\$22.62
5	Recreation and Facilities Attendant I	\$22.07	\$22.46	\$22.91
7	Payloader Operator, Grader Operator, Cement Finisher, Painter (brush & spray), Welder, Sweeper Operator, Backhoe Operator, Road Roller Operator, Recreation Facilities Attendant II, Park Master (Riding Mower), Sidewalk Snowplow Trackless Operator, Bucket Truck Operator, Snowblower Operator, Truck Driver-snow plows, sanding, salt, flusher, Hiab crane (when crane used), Vector Operator, Cemetery Caretaker, Cemetery Caretaker Helper, Uncertified Water Treatment Plant Operator, Uncertified Waste Water Treatment Plant Operator, Uncertified Utility Distribution Operator	\$22.87	\$23.27	\$23.74
8	OTT-certified Water Treatment Plant Operator, OIT-certified Waste Water Treatment Plant Operator, OIT-certified Utility Distribution Operator, 4X4 Winter Shift	\$23.15	\$23.56	\$24.03
9	Recreation Facilities Attendant III, Senior Equipment Operators, Irrigation Operator/Labourer, Utility Distribution Operator - Level 1, Water Treatment Plant Operator - Level 1, Waste Water Treatment Plant Operator - Level 1, Parks Grounds Keeper/Recreation Facilities Attendant I	\$24.16	\$24.58	\$25.07

**CITY OF TRAIL  
SCHEDULE "A" HOURLY RATE**

Pay Grade		Effective March 1, 2004	Effective March 1, 2005	Effective March 1, 2006
io	Utility Distribution Operator – Level 2, Water Treatment Plant Operator – Level 2, Waste Water Treatment Plant Operator - Level 2, Training Instructor	\$24.58	\$25.01	\$25.51
11	Utility Distribution Operator - <b>Level 3</b> , Water Treatment Plant Operator – Level 3, Waste Water Treatment Plant Operator - <b>Level 3</b>	\$25.27	\$25.71	\$26.22
12	*Trade Rates: Journey-tradesman	\$26.08	\$26.54	\$27.07

Lead hand

To be paid at a rate of *fifty cents (50¢)* cents per hour over highest paid **employee** in the *crew*, provided lead hand is specifically assigned **this** classification by his immediate supervisor.

Mechanic's helper

**If** required, will be paid same wages he was getting on the job he came *off of*.

Recreation Facilities Working Maintenance Foreman

(\$1.00 more than paygrade 12)

\* Added March 1, 1988

(Revised March 1, 2004)

## SCHEDULE B

<u>POSITION</u>	<u>PAYGRADE</u>
Accounting Clerk	4
Accounting Clerk/Reception	4
Clerk/Typist, Works Yard	4
Secretary to the Corporate Administrator	4
Clerk Steno ■- Police	7
Office Administration Clerk	7
Parking Meter Attendant II/Clerk Typist	7
Public Works Clerk	7
Accounting Clerk/Booking Clerk	8
Payroll/Accounting Clerk	a
By-law Enforcement Officer	10
Deputy Treasurer	12
Engineering Technician IV	12
Transportation Services Working Foreman/Engineering Technician	13

### Notes

- Current Engineering Technician IV grandfathered at Pay Grade 15.
- Current Transportation Services Working Foreman/Engineering Technician grandfathered at Pay Grade 16.
- Guards and Matrons will continue to receive \$20.85 until April 1, 2004. New pay grade for Guards and Matrons - **\$14.44** per hour (includes year 1 \$0.30 increase) effective April 1, 2004. Subject to review annually or when the Provincial cost recovery formula changes.

(Revised March 1, 2004)

**CITY OF TRAIL**  
**SCHEDULE "B" HOURLY RATE**

<b>Pay Grade</b>	<b>Effective</b>		
	<b>March 1, 2004</b>	<b>March 1, 2005</b>	<b>March 1, 2006</b>
1	\$21.15	\$21.52	\$21.95
2	\$21.48	\$21.86	\$22.29
3	\$21.92	\$22.30	\$22.75
4	\$22.35	\$22.74	\$23.20
5	\$22.74	\$23.14	\$23.60
6	\$23.28	\$23.69	\$24.16
7	\$23.72	\$24.14	\$24.62
8	\$24.20	\$24.62	\$25.11
9	\$24.73	\$25.16	\$25.66
10	\$25.27	\$25.71	\$26.22
11	\$25.81	\$26.26	\$26.79
12	\$26.40	\$26.86	\$27.40
13	\$27.00	\$27.47	\$28.02
14	\$27.63	\$28.11	\$28.67
15	\$28.28	\$28.77	\$29.35
16	\$28.95	\$29.46	\$30.05
<b>RCMP GUARDS</b>	\$14.44	\$14.69	\$14.98



## SCHEDULE "C" HOURLY RATE

The following compensation system will be utilized for all employees who work in the Utilities Department (water/sewer distribution, Waste Water Treatment Plant, Water Treatment Plant):

Utility Helper (no certification)	Paygrade 7
Operator in Training	Paygrade 8
Level 1 Operator	Paygrade 9
Level 2 Operator	Paygrade 10
Level 3 Operator (Chief Operator)	Paygrade 11

All **certifications** based on standards set through the Environmental Operator Certificate Program.

All employees holding current **postings** in the Utilities Department at March 1, 2001 who **do** not possess ~~the~~ specified qualifications will be "red circled" and rates will not be changed reflect the new scale until the post is vacated.

All Utilities personnel will receive wage differentials as specified in the Collective Agreement. Schedule "A" to be adjusted to reflect the new pay grades and delete the reference to non-payment of wage differentials.

All other references to Utility positions to be changed to reflect the above-noted classification system.

**CITY OF TRAIL  
SCHEDULE "D" HOURLY RATE**

	Effective		
	March 1, 2004	March 1, 2005	March 1, 2006
Head Lifeguard/Instructor	\$18.24	\$18.56	\$18.93
Senior Lifeguard	\$15.86	\$16.14	\$16.46
Lifeguard	\$14.44	\$14.69	\$14.98
Slide Attendant	\$ 9.55	\$ 9.72	\$ 9.91
Cashier/Receptionist	\$12.64	\$12.86	\$13.12

## CITY OF TRAIL SCHEDULE "E"

### Recreation Facilities Attendant III

Two positions at the facility to work as follows:

Winter shift schedule:                      Wednesday to Sunday  
One (1) day shift and one (1) afternoon shift

Summer shift schedule:                      Monday to Friday  
One (1) day shift and one (1) afternoon shift

For the purpose of scheduling shifts, the shifts will be equitably rotated between the two position holders.

### Recreation Facilities Attendant III – Relief

A Recreation Facilities Attendant III relief position will be utilized by the City for the purpose of vacation relief and when the Foreman and/or the full-time Attendant III position holders are not working a scheduled shift. This position will only be utilized where the incumbent holds and maintains all required qualifications specified for the Attendant III.

Where there is no Foreman or Recreation Attendant III on shift, the most qualified and most senior Recreation Attendant I will assume the position of Lead Hand and be paid the appropriate differential as specified on Schedule "A".

### Maintenance Crew and Operation Crew, Recreation Facilities at Trail Memorial Centre

Shift work shall be as per schedule, which shall be posted with respect to all employees on such schedules. No employee shall have his/her schedule changed unless for emergency reasons or unless mutually agreed upon. Hours of work shall be:

Day Shift:                      eight (8) hours from 7:00 a.m. to 3:30 p.m. with one half (1/2) hour off for lunch

Afternoon Shift:                      eight (8) hours from 3:00 p.m. to 11:00 p.m. with the time off for lunch dependant upon activities. When required, one or more employees may be scheduled to work from 5:00 p.m. to 1:00 a.m.

Early Shift:                      6:00 a.m. to 2:00 p.m. with a running lunch

**CITY OF TRAIL  
SCHEDULE "E" (cont'd)**

**Refrigeration Certificate**

Recreation Facilities Attendant I employees will move from Paygrade 5 to Paygrade 7 as specified on Schedule "A" upon acquiring the refrigeration certificate specified in the job description

**Special Shift**

Three (3) days day-shift and two (2) days afternoon shift, **followed** by two days off on a regular five and two basis, for the winter season only.  
(Added March 1, 1995)

## **LETTERS OF UNDERSTANDING**

### **RENEWED FOR THE CURRENT TERM OF CONTRACT**

- **#1 - Job Security**
- **#2 - Modified Work Week**
- **#3 - First Aid Attendant**
- **#4 - Senior Equipment Operators**
- **#5 - Shift Change at Sewer Treatment Plant**
- **#6 - Trail Aquatic & Leisure Centre**
- **#7 - Trail Aquatic & Leisure Centre Employee Access to the Facility**
- **#8 – Parks and Recreation Department – Job Description Amendments**
- **#9 – Utility Wage Rates**

**The City of Trail**

March 16, 1988

Renewed - July 7, 1992

Renewed - March 1, 1995

Renewed - March 1, 1998

Renewed - March 1, 2001

Renewed - March 1, 2004

**LETTER OF UNDERSTANDING #1**

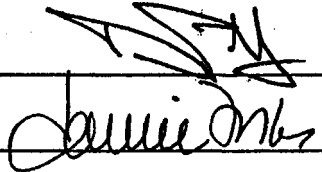
**RE: Job Security**

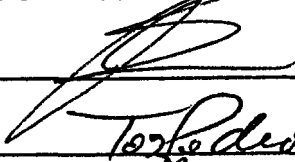
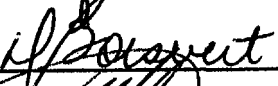
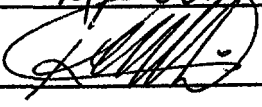
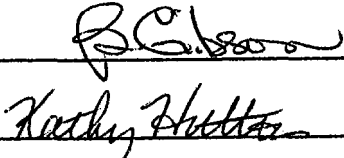
From the date of the signing of this Agreement, up to and including February 28, 2007, the City of Trail intends that the number of regular full-time employees on the payroll will not fall below fifty six (56). It is recognized that short-term illness and WCB are excluded from this number. It is acknowledged and agreed by the parties hereto that in the event of municipal restructuring or in the event that functions provided under contract or in an agreement with R.D.K.B, R.C.M.P. and other local governments are withdrawn, eliminated or altered by said authorities, the parties agree to negotiate the reduction of full-time employees specified above. If, as attrition takes place, the City decides to reduce this number, one half of the average annual salary in the City will be reduced to cents per hour and folded into the current wage scale. It is understood that this letter becomes null and void at midnight, February 28, 2007. The employees on the attached Schedule "A": will not be subject to the layoff provisions of the Collective Agreement for the life of this Letter of Understanding.

Dated this 12<sup>th</sup> day of MAY, 2004.

THE CITY OF TRAIL

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087

  
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**CITY OF TRAIL/CUPE LOCAL 2087  
JOB SECURITY SCHEDULE "A"**

<b>Employee #</b>	<b>Employee Name</b>	<b>Dept</b>	<b>Union</b>	
1	AB802	ABENANTE, JOHN	003	1
2	BA101	BARRETT, BRIAN C.	003	1
3	BA374	BALFOUR, SCOTT M.	003	1
4	BE100	BERTOLUCCI, GERRY	003	1
5	BI109	BIGNELL, RON	003	1
6	BI359	BIRUKOW, ANNE M.	003	1
7	Bo475	BOGS, KEN A.E.	003	1
8	BO509	BONACCI, MICHAEL F.	003	1
9	CA270	CAPUTO, CLIFFORD A	003	1
10	CH819	CHERNOFF, ANDREW P.	003	1
11	CL123	CLEAVELEY, JAMES E.	003	1
12	a914	CLARKSON, JAMES W.	003	1
13	CR909	CRANDELL, RON	003	1
14	DE128	DEGAN, DARIO	003	1
15	DU761	DUFFUS, GORDON	003	1
16	HA139	HALIFAX, GARY	003	1
17	LE218	LEMOEL, DARRELL	003	1
18	E 149	LEVESQUE, PAUL B.	003	1
19	MA203	MACGILLIVRAY, JOHN	003	1
20	MA367	MARCHI, JERRY F.	003	1
21	MA424	MATTEUCCI, JOE A.	003	1
22	MA787	MASON, DAVE	003	1
23	MA797	MALOFF, CERAL	003	1
24	MC315	MCLACHLAN, RONALD	003	1
25	MC945	MCINTRYE, WAYNE	003	1
26	PA727	PAUL, BRIAN C	003	1
27	PE492	PEDROSA, ANTONIO C.	003	1
28	PR954	PRIDDY, DAVID	003	1
29	RE459	REILLY, ROBERTA	003	1
30	RU165	RUGG, DAVE	003	1
31	SI462	SIMISTER, DERRICK	003	1
32	SM213	SMYTH, ROYSTON E.	003	1
33	SU940	SULLIVAN, STEVEN D.	003	1
34	TA181	TAYLOR, KELLY	003	1
35	VO637	VOLPATTI, ERIC W.	003	1
36	WO248	WOODS, ROBERT	003	1
37	WO706	WORKMAN, RANDY G.	003	1
38	YU417	YURIS, TERRY G.	003	1
39	AN800	ANTAK, MARIO	004	1
40	BO625	BOISVERT, DOREEN	004	1
41	BO890	BOJECHKO, MARLENE	004	1
42	U870	CIVITARESE, SHERON	004	1
43	GA812	GASKELL, SUSAN L.	004	1
44	GI779	GIBSON, BARBARA M.	004	1
45	HI448	HILLIER, ALLAN F.G.	004	1
46	HO118	HOYER, SHERRI L.	004	1
47	LE807	LEVICK, GAIL A.	004	1
48	MC160	MCCONNACHIE, DENISE A.L.	004	1
49	MI115	MILES, KEITH E.	004	1
50	PA526	PASQUALOTTO, MICHELLE L.	004	1
51	PR171	PROULX, WARREN	004	1
52	RE375	READ, SHIRLEY M.	004	1
53	VO186	VOLPATTI, THOM	004	1
54	WA843	WARZOCHA, KENNETH G.	004	1

## The City of Trail

### LETTER OF UNDERSTANDING#2

**RE: Hours Of Work – Office and Support Staff  
Modified Work Week**

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

#### **1. A Modified Work Week**

A modified work week shall comprise of a regular work week plus an accumulated 2.5 hours at straight time within a five day work week, excluding all paid or unpaid leaves under the Collective Agreement, for those working a paid 37.5 hours a week. The accumulated straight time hours shall be carried in a bank for a scheduled day off comprising of 7.5 hours.

Employees cannot accumulate beyond 7.5 hours in the "modified work week bank" and this time must be scheduled and used before additional time can be accumulated.

#### **2. Banked Time and Cash Payout**

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

The accumulated banked time of 7.5 hours must be taken as a paid day off on the scheduled day, or if this is not possible, within 60 days of the last modified day worked.

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

#### **3. Overtime | and Compensation**

For the purpose of a modified work week only, each ½ hour accumulated in a work day between Monday to Friday, shall not be considered overtime and shall not be compensated as overtime. For all other purposes, the overtime provisions of the Collective Agreement shall apply.



#### **4. Time Worked**

For the purpose of a modified work week, time worked towards the accumulation of 7.5 hours in the bank shall be based on time worked excluding sick leave, vacation, statutory holidays and any other paid or unpaid leaves as specified in the Collective Agreement.

#### **5. Wage Rate Relievina in High Rated Position**

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

#### **6. Hours of Work**

Banked time will only accumulate between 4:30 p.m. and 5:00 p.m., or as mutually agreed to by the City and the employee depending on the operational needs of the City.

#### **7. Modified Work Week Bank**

A modified work week bank shall not contain more than 15 hours in a 60 day period worked. This banked time shall remain as a separate bank. It must be taken as paid time off as scheduled and is not subject to cash payout. Employees will only be permitted to bank and utilize a maximum of twelve (12) days in a calendar year.

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

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

**9. Participation**

For the purpose of the modified work week, participation is limited to individuals in the office and support classifications who are not in any shift work which precedes or extends between 7:00 a.m. to 5:00 p.m. are classified permanent employees and have been designated that participation is mandatory for the purpose of the program to be effective.

**10. Accrual and Interpretation**

The modified work week shall not in any way result in any net decrease in pay or in any loss of accrued vacation or sick leave or any other benefit as per the modified work week. The modified work week shall be interpreted within the context of this Letter of Understanding and in the context of the Collective Agreement as a whole unless specifically stated.

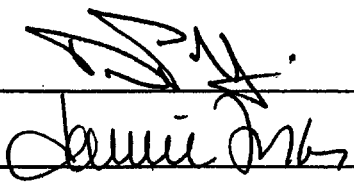
**11. Notice of Termination**

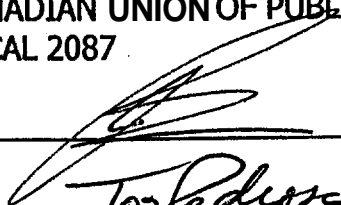
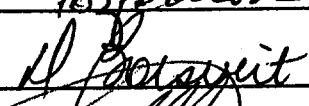
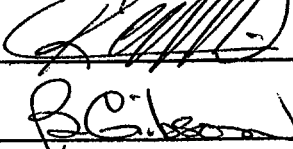
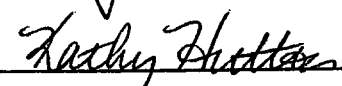
This Letter of Understanding shall be in effect until February 28, 2007 after which either party may terminate the modified work week without prejudice by giving thirty (30) calendar days written notice of termination to the other party.

Dated this 12<sup>th</sup> day of MAY, 2004.

THE CITY OF TRAIL

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087

  
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(Revised March 1, 1998)  
(Renewed March 1, 2004)

Collective Agreement  
between  
The City of Trail and  
CUPE Local 2087

## The City of Trail

### LETTER OF UNDERSTANDING #3

#### RE: First Aid Attendant

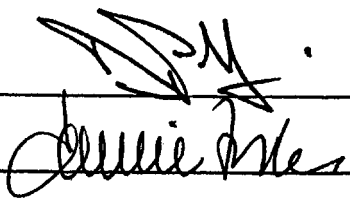
In accordance with Article 8.1.4 of the Collective Agreement, the parties to this Collective Agreement consent to this letter of understanding respecting premium pay for designated First Aid Attendant at the City's work sites where the Workers' Compensation Regulation requires the employer to designate a first-aid attendant. The parties further agree and consent to the following:

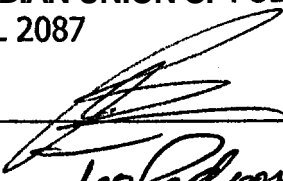
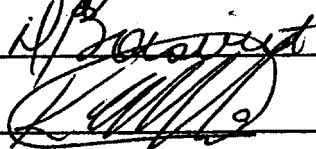
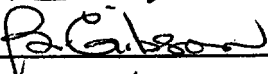
- the designated first aid attendant at the site is **entitled** to a premium of fifty cents (\$0.50) an hour over the regular pay inclusive of other differentials and premium pays **outlined** in the Collective Agreement;
- the designated first aid attendant must hold the basic level one **certificate** commonly required by Workers' Compensation Regulations;
- the designated first aid attendant is responsible to provide first-aid to all City workers, maintain record keeping of first aid given, file all appropriate forms with respect to first aid requirements at the work site, ensure required first aid supplies are available, ensure that first aid supplies are in his/her possession for the day and **sufficiently in stock**, requisition for first aid supplies and be within **radio/telephone** communication reach of all City workers at his/her designated work site;
- the designated first aid attendant shall keep abreast of updated requirements of the basic level certification and Occupational First Aid Regulations issued by Workers' Compensation Board;
- this letter of understanding does not replace any other requirements imposed by the Collective Agreement, Safety Work Procedures of the City and First Aid Requirements under the Workers' Compensation Regulations as applicable to the City's work sites;
- this letter of understanding comes into effect on **January 19, 1995**
- this letter of understanding may be cancelled by either party giving a 30-day written notice or expires with this Collective Agreement unless renewed by both parties as part of the Collective Agreement Bargaining process.

Dated this 12<sup>th</sup> day of MAY, 2004.

CITY OF TRAIL

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087

  
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Kelly Harte  
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(Revised March 1, 2004)

The City of Trail

LETTER OF UNDERSTANDING #4

RE: Senior Equipment Operators

The parties hereto agree and understand the following:

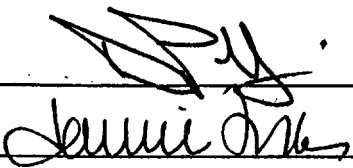
- (1) That the City of Trail will retain three (3) posted Senior Equipment Operator positions provided that operation requirements necessitate the need for said postings.
- (2) That management of the City of Trail, at its discretion, may assign **duties** to senior Equipment Operating personnel based on the operational needs of the City and as such, is not required to consider seniority when assigning duties on a daily basis.
- (3) It is recognized and **understood** that Senior Equipment Operators may be required to operate any piece of equipment owned or rented by the City provided that the operator has been given the proper orientation and training required to operate the equipment in a safe and effective manner.
- (4) Prior to assigning duties, management will consider employee safety, training requirements, and the skills and expertise of the employees affected.
- (5) Management will endeavor to ensure that work is distributed in a fair and equitable manner to all employees affected.

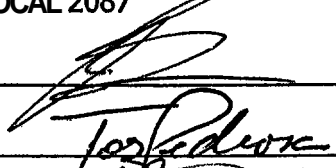
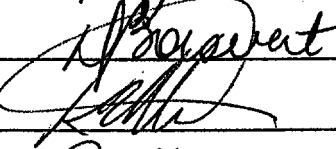
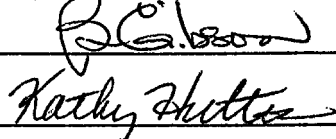
This Letter of Understanding expires with the Collective Agreement unless renewed by parties to the Collective Agreement and may be cancelled by either party by giving thirty (30) days written notice of such.

Dated this 12<sup>th</sup> day of MAY, 2004.

CITY OF TRAIL

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087

  
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(Renewed March 1, 2004)

The City of Trail

LETTER OF UNDERSTANDING #5

RE: Shift Change at Sewer Treatment Plant

Effective March 1, 1996

In accordance with Articles 10.1.3(k) and 10.2.3, it is desirable and mutually agreed upon that the hours of work and shift schedule at the City's Regional sewer Treatment Plant needs changed to accommodate personnel coverage during the construction schedule, provide a steady maintenance schedule, provide coverage during holidays and provide additional training to workers at this site to achieve required certification.

The parties to the Collective Agreement consent to the change, The parties further agree to the following:

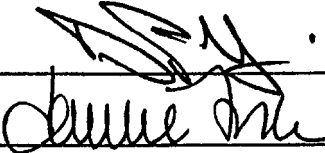
- Shift schedule shall be as per posted schedule that allows for three (3) employees to work Monday to Friday with one person on call-out for Saturday, Sunday and other holidays.
- Only one person will provide coverage on Statutory Holidays, Statutory Holidays as provided in this Collective Agreement.
- Overtime all-out and differentials will be applicable as per the Collective Agreement.

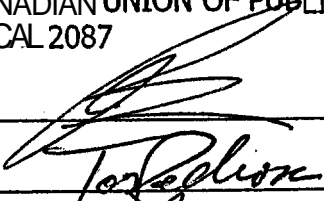
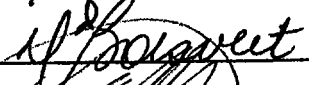
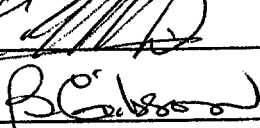
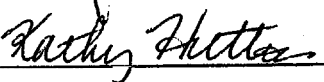
This Letter of Understanding comes into effect April 3, 1996 and continues until either party gives 30 days cancellation notice or expires with the Collective Agreement unless renewed by parties to the Collective Agreement.

Dated this 12<sup>th</sup> day of MAY, 2004

CITY OF TRAIL

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087

  
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(Renewed March 1, 2004)

The City of Trail

LETTER OF UNDERSTANDING #6

RE: Trail Aquatic & Leisure Centre

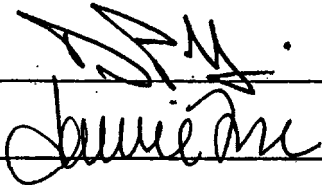
The City of Trail and CUPE Local 2087 hereby agree Article 10 Section 7.4 shall not apply to Aquatic Employees working as casuals in other departments of the City of the same day.

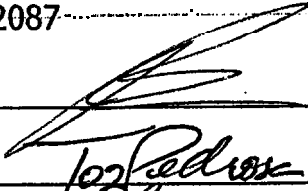
This Letter of Understanding expires with the Collective Agreement unless renewed by parties to the Collective Agreement and may be cancelled by either party by giving thirty (30) days notice of such.

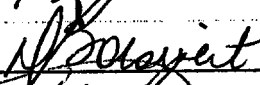
Dated this 12<sup>th</sup> day of MAY, 2004.

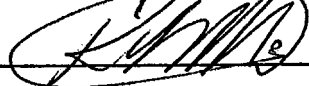
CITY OF TRAIL

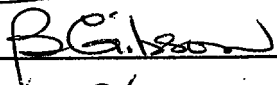
CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087


  
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(Renewed March 1, 2004)

The City of Trail

LETTER OF UNDERSTANDING #7

RE: Trail Aquatic & Leisure Centre Employees  
Access to the Facility

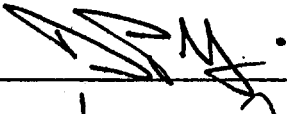
The City of Trail and CUPE Local 2087 hereby agree that employees covered under Article 18 of the Collective Agreement, with the exception of cashier positions, shall have free access to the Trail Aquatic and Leisure Centre. This free access to the facility is limited to the day of the employee's shift at the facility.



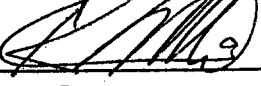
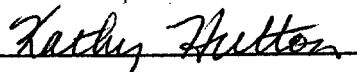
This Letter of Understanding shall be in effect until February 28, 2007 after which either party may terminate this letter without prejudice by giving thirty (30) calendar days notice of termination to the other party.

Dated this 12<sup>th</sup> day of MAY 2004

CITY OF TRAIL

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087

  
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Ted Rodson  
  
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J. Stewart  
  
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P. Gibson  
  
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Kathy Hutton

(Renewed March 1, 2004)



## The City of Trail

### LETTER OF UNDERSTANDING #8

RE: **Parks and Recreation Department– Job Description Amendments**

The parties hereto agree and understand the following:

- (1) MAT notwithstanding the current job description of the Recreation and Facilities Working Maintenance Foreman position agreed to by the parties, the following additional duties and responsibilities are added:
  - a. Plans, coordinates and oversees the work of contractors and consultants providing services to the Parks and Recreation Department. Prepares tenders and contract documents, inspects projects and authorizes invoices for payment.
  - b. Assists in coordinating special events for the department including facility preparation, scheduling and coordination of maintenance staff, volunteer groups and contractors as required.
  - c. Prepares maintenance work plans, checklists, and all maintenance schedules for operations and maintenance as well as coordination and planning associated with maintenance shutdowns for all Parks and Recreation facilities and equipment.
  - d. Provides technical reports, developments recommendations, and writes correspondence as required pertaining to the operation of the department.
  - e. Implements departmental and City policies, regulations and bylaws and provides information to staff and outside user groups as required.
  - f. Assists in the preparation of the annual budget, five-year budget and capital plan for Parks and Recreation Facilities and Equipment. Reviews the operational and capital budgets on a regular basis and reports to the Parks and Recreation Director on any inconsistencies.
- (2) THAT in recognition of the additional duties described in paragraph 1, the wage rate for the position holder reflect the hourly rate as shown of Schedule "B", pay grade 16 of the Collective Agreement.


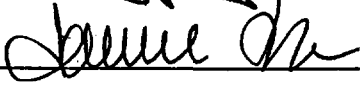
- (3) THAT notwithstanding the current job description of the Head Lifeguard/Instructor position agreed to by the parties, the following additional duties and responsibilities are added:
- a. Plans, implements, markets and evaluates programs, related services and special events in the Trail Aquatic and Leisure Centre in accordance with the City Department policies and procedures.
  - b. Assists in developing and maintaining effective working relationships and communication with other departments and external organizations.
  - c. Provides assistance to the public and organizations primarily related to aquatic programs, services and events.
  - d. Supervises part-time aquatic staff and volunteers and fitness centre volunteers including scheduling, training and monitoring of performance. Brings forth issues and concerns as required for disposition by the Parks and Recreation Director.
  - e. Prepares reports, develops recommendations, and writes correspondence as required.
  - f. Orders aquatic and fitness related program supplies and pro-shop supply items in accordance with the approved operating budget and consistent with approved purchasing policies and procedures.
  - g. Assists in the administration, supervision and operation of external aquatic facility operating contracts.
  - h. Assists in the preparation of the annual budget, five-year budget and capital plan for the aquatic centre and fitness related items. Reviews the operational and capital budgets on a regular basis and reports to the Parks and Recreation Director on any inconsistencies.
- (4) THAT in recognition of the additional duties described in paragraph 3, the wage rate for the position holder(s) reflect an hourly rate of \$20.00 per hour (2003 rate).



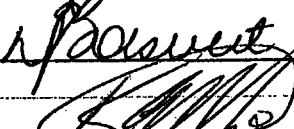
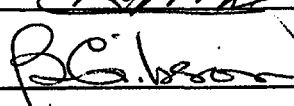
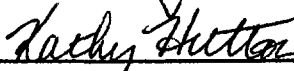
(5) This Letter of Understanding expires with the Collective Agreement unless renewed by the parties to the Collective Agreement and may be cancelled by either party by giving sixty (60) days notice of such.

Dated this 12<sup>th</sup> day of MAY, 2004

CITY OF TRAIL

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087

  
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(Renewed March 1, 2004)

The City of Trail

LETTER OF UNDERSTANDING #9

RE: Utility Wage Rates

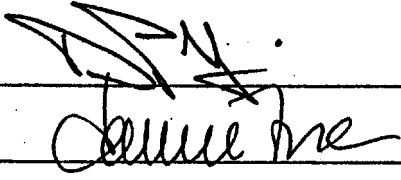
The following employees holding current postings in the Utilities Department who do not possess the specified qualifications or who are currently being paid above the scheduled rates will be grandfathered at their current rate of pay and will receive all negotiated increases.

The affected employees are:

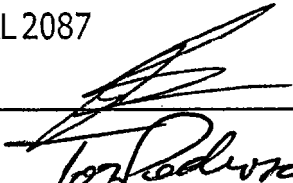
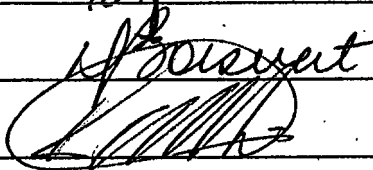
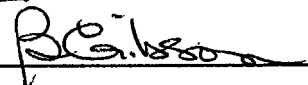

Scott Balfour  
Ron Bignell

Dated this 12<sup>th</sup> day of MAY, 2004.

CITY OF TRAIL

  
\_\_\_\_\_  
Julie Mc

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2087

  
\_\_\_\_\_  
Tom Pedron  
  
\_\_\_\_\_  
J. Bignell  
  
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B. Balfour  
  
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Kathy Hutton

(Added March 1, 2004)

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