

COLLECTIVE AGREEMENT

Between

CITY OF POWELL RIVER

And

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 798**

JANUARY 1, 2019 TO DECEMBER 31, 2023

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THIS AGREEMENT made this 9th day of April, 2019 A.D.

BETWEEN:

CITY OF POWELL RIVER

(hereinafter called the "Employer")
OF THE FIRST PART

AND THE:

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 798**

Being an organization of the employees of the
City of Powell River other than those specified

(hereinafter called the "Union")
OF THE SECOND PART

PREAMBLE

WHEREAS it is the desire of both Parties to this Agreement to maintain existing harmonious relationships between the Employer and the employees, to recognize the mutual value of joint discussion and negotiation in all matters pertaining to promote the well-being, morale and security of those employees included in the bargaining unit;

AND WHEREAS the parties to the second part have formed a Union, hereinafter called the "Union";

AND WHEREAS the Employer recognizes the Union as the sole agency for collective bargaining for all the Employer's employees for whom the Union has been certified as bargaining authority under the Labour Code of British Columbia;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto, in consideration of the mutual covenants hereinafter contained, AGREED EACH WITH THE OTHER AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

1.01 Employees

Persons employed by the Employer who fit the definition of employee under the B.C. Labour Relations Code and are members of the bargaining unit.

1.02 Full-time Employee

Full-time employee shall mean an employee who is employed in an established position and works a minimum of thirty-five (35) hours per week under Schedule “A” or works a minimum of forty (40) hours per week under Schedule “B”, not including term positions. These employees shall be entitled to all the benefits of this Agreement from the first (1st) day of employment, unless specifically excluded.

1.03 Part-time Employee

Part-time employee shall mean an employee that works less than full-time hours or in a term position.

1.04 Part-time Employment

(a) Benefits

Part-time employees who are regularly scheduled to work or regularly work more than twenty-five (25) hours per week for Schedule “A”, “B”, and “D” (inside employees) and thirty (30) hours per week for Schedule “B”, “D”, and “E” (outside employees) shall qualify for benefits under Articles 22 and 28 where applicable and shall be paid a premium of five percent (5%) for statutory holiday pay and shift premiums.

(b) In Lieu of Benefits

Part-time employees who are not regularly scheduled to work or do not regularly work more than twenty-five (25) hours per week for Schedule “A”, “B”, and “D” (inside employees) and thirty (30) hours per week for Schedule “B”, “D”, and “E” (outside employees) shall be paid a premium of eleven percent (11%) in consideration for statutory holiday pay, insured benefits and shift premiums. Vacation benefits shall be paid in accordance with the Provincial Employment Standards Act; however, after ten (10) years of service, vacation pay shall be eight percent (8%) of gross pay. Vacation pay shall be paid on each pay cheque. The maximum consecutive days off for unpaid vacation time is twenty-one (21) calendar days, to be calculated from the last shift worked.

1.05 Temporary Vacancy

A vacancy that the Employer intends to fill for a specific period, not to exceed twelve (12) consecutive calendar months without the Union's approval, which approval shall not be unreasonably denied. Temporary vacancies can arise in two (2) ways: either as the result of an absence of the established incumbent in a posted position, which the Employer intends to backfill; or when the Employer intends either to supplement the existing work force in order to complete a specific short-term project or there is a short-term need to do so because of the workload in a specific department.

1.06 Capable/Capability

When used in this Agreement the terms "capable" and "capability" refer to the requirements for an employee or job applicant to obtain a job. This includes consideration of the following factors: qualifications and/or certifications, skill and ability that are bona fide requirements necessary for the job.

1.07 Regular, Permanent, Casual and Temporary Employment

All references in this Agreement to terms "regular" and "permanent" employment shall be considered to read "full-time" and all references to "casual" and "temporary" employment shall be considered to read "part-time".

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

Without restricting the rights of the employees under the terms of the Agreement, the Union recognizes the right of the Municipality to manage its affairs and operations and to direct its working forces including the right to hire, suspend, discharge, promote, demote, discipline, layoff or transfer any employee, and the right to determine job content, evaluate jobs and assign work and the foregoing shall not be deemed to exclude other functions of management not specifically covered in this Agreement, subject to provisions of Article 12.

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

3.01 Negotiations

It is mutually agreed between the Parties hereto that in any negotiations for the renewal or revision of this Agreement, the representatives appointed by each side shall not exceed five (5) members per side around the conference table.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting or in emergencies when employees are not available, and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

3.03 No Other Agreements

Except with the unanimous approval of the employee, the Employer and the Union, no employee shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms or this Agreement.

ARTICLE 4 – HUMAN RIGHTS

4.01 Union Activities

There shall be no discrimination against members of the Union because of their activities within the Union.

4.02 Discrimination in Employment

No person, or anyone acting on the person's behalf, shall:

- (a) refuse to employ, or refuse to continue to employ, a person, or,
- (b) discriminate against a person with respect to employment, or any term or condition of employment, because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person, or because of conviction for a criminal or summary conviction charge that is unrelated to the employment, or to the intended employment of that person.

4.03 Exceptions

Article 4.02 does not apply:

- (a) as it relates to age, to any bona fide scheme bases on seniority.
- (b) as it relates to marital status, physical or mental disability, sex or age, to the operation of any bona fide retirement, superannuation or pension plan or to a bona fide group of employee insurance plan.

- (c) with respect to a refusal, limitation, specification or preference based on a bona fide occupation requirement.

4.04 Sexual and Personal Harassment

The Employer and the Union recognize the right of employees to work in a workplace free of sexual and personal harassment, and will co-operate in attempting to resolve all complaints of sexual or personal harassment which may arise in the workplace.

The Employer will take appropriate disciplinary measures against any person under the Employer's direction who subjects any employee to sexual or personal harassment.

Employees have a duty to participate in any investigation dealing with an allegation of sexual or personal harassment.

An employee participating in an investigation interview in any capacity may choose to bring a support person of their choice, who can be a Union shop steward, to such an interview, however if the employee is accused and discipline could result, 14.02 shall apply.

Matters related to sexual and personal harassment will be handled in accordance with the Employer's Council Policy "*Respectful Workplace and Prevention of Harassment, Bullying and Discrimination.*"

Any complaints or allegation of harassment at the workplace not satisfactorily resolved shall be dealt with by the Parties through the grievance process commencing at Step 3.

ARTICLE 5 – UNION SECURITY

5.01 All Employees to be Members

It is agreed that employees who are at present members of the Union shall remain so as a condition of employment. It is further agreed that persons who are hereafter employed by the Employer shall become members of the Union.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Deductions

- (a) The Employer shall deduct from every employee any Union dues or initiation fees in accordance with the Union Constitution and the Employer must have, in its possession, an agreement signed by every

employee giving the Employer permission to make such deductions.

- (b) Deductions shall be made every payroll period and shall be forwarded to the Secretary-Treasurer of the Union following each payroll cycle, accompanied by a list, in an agreeable form, of the names of all the employees from whose wages the deductions have been made.

ARTICLE 7 – NEW EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the Articles dealing with Union security and dues check-off.

7.02 Interviewing

The immediate supervisor shall introduce the new employee to the employee's union steward or representative. An officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Union.

ARTICLE 8 – JOINT LABOUR / MANAGEMENT COMMITTEE

8.01 Joint Labour / Management Committee

- (a) A Joint Labour/Management Committee shall be established consisting of up to four (4) representatives of the Union and four (4) representatives of the Employer.
- (b) The Joint Committee shall concern itself with discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement, with problems and potential problems involving the Parties, but not with grievances, and shall have the power only to make recommendations to the Union and the Employer.
- (c) The Joint Committee shall meet monthly, or at the written call of either Party for a stated purpose within ten (10) days of the call. Minutes will be taken for proceedings of each meeting, and each Party shall receive a copy of the minutes.

ARTICLE 9 – N/A

ARTICLE 10 – LABOUR-MANAGEMENT RELATIONS

10.01 Representative of Canadian Union of Public Employees

A National Representative or officer of the Union may discuss any matter with an employee on the premises during working hours provided the Representative does not take up more than five (5) minutes of an employee's paid time in any day and provided always that the National Representative or officer reports their presence to the Senior Management Representative available before entering the working area.

The Union shall have the right to have assistance of representatives of CUPE when dealing or negotiating with the Employer.

10.02 Shop Stewards' Committee

A Shop Stewards' Committee, the number to be decided by the Union, shall be elected or selected by the Union in a manner determined by them and the Employer shall be kept informed by the Union of the personnel on this Committee.

10.03 Time Off For Meetings

- (a) Shop Stewards, Local Union Officers or the grievred Party, not more than two (2) at any time, shall be permitted to leave their job up to fifteen (15) minutes approximately to discuss a specific grievance or to investigate a specific circumstance giving rise to a grievance during working hours provided they notify their foreman or supervisor or manager of where they are going, and provided they give reasonable time for a substitute to be put on their job if necessary. The Employer shall grant permission for such absence from the job and shall not unnecessarily delay substitution when required.
- (b) It is agreed that it is not the purpose of this provision to give stewards and officers of the Union the right to leave their jobs for purposes other than the investigation of specific grievances and the Employer has access to the grievance procedure if it feels this provision is being abused.

10.04 Union Office

In order that the Union can properly represent the employees in Labour-Management relations, the Employer shall provide the Union with reasonable office accommodation.

No annual rent increases shall be levied by the Employer greater than the negotiated equivalent wage adjustment.

Rent shall be remitted with a single annual payment.

ARTICLE 11 – ACCOMMODATION

11.01 Accommodation Procedure

It is the mutual desire of the Employer and the Union to assist in the accommodation/rehabilitation of ill or injured employees and to permit their return to meaningful employment and the resumption of an active role in the workplace.

- (a) Employees who have been deemed by a medical doctor to be partially, but not totally, disabled will be provided with modified work consistent with their functional abilities and limitations, unless it is impossible to so accommodate without undue hardship.
- (b) The parties agree to establish a Joint Accommodation Committee consisting of equal representation from the Union and the Employer. If it is not mutually agreed to otherwise, there shall be one (1) member appointed from the Employer, and one (1) member appointed from the Union.
- (c) The Parties recognize that the proper functioning of the Joint Accommodation Committee requires the Parties to co-operate with each other and to disclose relevant information to each other. It is the responsibility of the disabled employee to provide the Employer with medical information of their functional abilities and limitations from their medical doctor and any other treating health professional. This information shall be supplied as and when required to review the disabled employee's functional abilities and limitations and progress.
- (d) Where the employee cannot be accommodated in their regular classification, the Joint Accommodation Committee will meet for the purpose of reviewing and recommending appropriate individual case strategies for the safe and successful return of disabled workers to the workplace as soon as possible after an illness or accident whether work related or not.
- (e) If there are more disabled employees at any time requiring accommodation than there are accommodations available, the available accommodations must be assigned to the employees capable of performing the work in order of seniority.

- (f) At the point in time when an employee becomes absent due to illness or injury, the Employer will fill the employee's full-time position on a temporary basis, unless there is medical evidence that the employee is permanently and totally disabled from returning to their position. No employees shall be displaced from their current position as a result of an accommodation of a disabled employee.
- (g) At the definition change point under the Long-Term Disability Plan, or at thirty (30) months' total absence from work, the Employer will inquire as to whether the employee is able to return to work to their own position in the reasonably foreseeable future. If there is no expectation that the employee will return to work to their own position in the reasonably foreseeable future, the Employer will post the employee's former position on a full-time basis. If an employee cannot be accommodated at the completion of this process, they will be referred back to WorkSafeBC or other wage loss benefit providers.
- (h) Should the employee's former position be posted and filled on a permanent basis and, should the employee become capable of returning to work, the Employer will provide the employee with temporary work until a full-time position which the employee is capable of doing becomes available.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 Settling of Grievances

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

STEP 1

Within ten (10) working days of the employee becoming aware, or from the time that the employee should have reasonably become aware of the matter, the employee along with a Union representative shall meet in an attempt to resolve the issue with their immediate exempt supervisor. The Employer will provide a decision in writing to the Union within five (5) working days from the date of the meeting.

STEP 2

If no settlement is reached at Step 1, the aggrieved employee shall, through their Union, submit the grievance in writing to their department head within five (5) working days of the decision at Step 1. Their department head and the

immediate exempt supervisor shall meet with the grievor and the Union's Grievance Committee Chairperson, and the Shop Steward within five (5) working days of the receipt of the grievance in an attempt to reach a satisfactory settlement. The Employer will provide a decision in writing to the Union within ten (10) working days from the date of the meeting.

STEP 3

Should the grievance not be resolved at Step 2, the Union shall submit the grievance to the Chief Administrative Officer.

The Employer will arrange or confirm a meeting date within five (5) working days from the receipt of the grievance. This meeting shall occur within a reasonable period of time. The meeting shall be held between the Union Grievance Committee, and/or the representative of the Union, the grievor and the Employer representatives in an attempt to resolve the issue. The Employer will provide a decision in writing to the Union within five (5) working days from the date of the meeting.

STEP 4

Should any difference fail to be resolved by the Union and the Employer within twenty (20) working days from the Employer's response, the grievance may be submitted to arbitration as set forth in Article 13 of this Agreement.

12.02 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where the Employer or the Grievance Committee of the Union believe an alleged grievance which would affect employees in general has arisen, such a grievance shall be submitted under Article 12.01 at Step 3.

12.03 Extension of Time Limits

The Union and the Employer may, by mutual agreement expressed in writing, extend the time limits mentioned above provided such extension is requested prior to the expiry of the time allowed.

12.04 Additional Representation

The Union and the Employer may, by mutual agreement, invite additional representation at Step 1 or Step 2 who may contribute to the potential for resolution of the grievance.

ARTICLE 13 – ARBITRATION

13.01 Composition of Board of Arbitration

A Board of Arbitration composed of a single arbitrator shall be formed to hear the grievance. Either Party shall notify the other in writing of the question(s) to be arbitrated. After such notice has been given, the Parties shall have five (5) days in which to jointly select the arbitrator. Should the Parties fail to select an arbitrator, either Party may request the Ministry of Labour to appoint one. Alternatively, either Party may propose the use of a three (3) person Board of Arbitration.

13.02 Three (3) Person Board of Arbitration

Should the Parties mutually agree to a three (3) person Board of Arbitration,

- (a) The Parties shall give notice in writing within five (5) days of their nominee to the Board to the other Party.
- (b) The two (2) nominees so appointed shall confer to select a third (3rd) person to be Chairperson. Should the Parties fail to reach agreement, either of the nominees may apply to the Ministry of Labour to appoint a Chairperson.

13.03 Decisions of the Board

The Board shall deliver its award in writing to each of the Parties and the award of a majority of the Board shall be the award of the Board and shall be final and binding upon the Parties and they shall implement it forthwith.

13.04 Expenses of the Board

Each Party shall pay its own expenses including the remuneration and disbursements of its nominees to the Board and each Party shall pay one-half (½) the compensation and expenses of the chairperson or single Arbitrator.

ARTICLE 14 – DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Cause for Discipline

An employee may be disciplined, suspended or discharged, but only for just cause by the Employer.

14.02 Discharge or Suspension Procedure

- (a) An employee being disciplined, dismissed or suspended under this

Article shall appear before the employee's department head with a Union representative to hear the reason for their discipline, dismissal or suspension.

- (b) When the Employer has disciplined, dismissed or suspended an employee under this Article, a letter must be forwarded to the employee within two (2) working days of the employee's discipline, suspension or dismissal, with a copy to the Union, stating the cause for the discipline, dismissal or suspension.
- (c) When the Employer intends to meet with an employee about a matter which could result in the imposition of discipline, the Employer will ensure that the employee is provided with a shop steward to be in attendance at such meeting. The Union will be given reasonable notice in advance of such a meeting to ensure a shop steward can be present. However, the lack of availability of a shop steward will not delay the meeting from proceeding.
- (d) Any letter of discipline shall set out explanation for the discipline. Letters of expectation, warning, suspension, dismissal or exoneration nature shall be forwarded to the following:
 - i. One (1) to the employee involved,
 - ii. One (1) to the Union, and
 - iii. One (1) to be retained by administration for filing.

14.03 Access to Personnel File

- (a) An employee shall have the right, at a mutually acceptable time, to have access to and review the employee's personnel file.
- (b) Upon receiving a written request and authorization from an employee to release their personnel file, the Employer will deliver an electronic and/or hard copy to the Union within twenty-one (21) days of such request being delivered.
- (c) Any record of dissatisfaction of an employee shall not be used against the employee at any time after twenty-four (24) months, unless a similar act complained of is repeated within twenty-four (24) months.

14.04 Political Action

- (a) No employee shall be disciplined for participation in any action(s) called by the C.L.C, C.U.P.E., B.C. Division of C.U.P.E., or the B.C. Federation of Labour and supported by the Local Union. It is understood that loss of pay for time not worked shall not be considered as discipline.

- (b) An employee covered by this Agreement shall have the right to refuse to cross a legal picket line. Failure by a member of this Union to cross such a legal picket line shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action other than the loss of pay for the period involved.

14.05 “Whistle Blower” Protection

No employee shall be dismissed, disciplined, penalized or intimidated as a result of reporting pollution, WorkSafeBC or other illegal violations by the Employer, providing the Employer is notified of the alleged violation first.

ARTICLE 15 – SENIORITY

15.01 Seniority Defined

- (a) Seniority is defined as the length of service in the bargaining unit.
- (b) Seniority shall be used in determining preference or priority for promotion, transfer, layoff, permanent reduction of the work force and recall as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis, subject to the applicable provision of this Agreement.
- (c) Part-time employees' may only exercise seniority in relation to other part-time employees.
- (d) Part-time employees' seniority dates shall be their date of employment.
- (e) Effective May 20, 2015, and on January 1st of each year thereafter, part-time employees, who have not actually performed work that is offered by the Employer for at least seventy (70) cumulative straight time hours in the previous calendar year (January – December) in the case of inside employees, or eighty (80) cumulative straight time hours in the case of outside employees, shall lose their seniority and they shall be placed at the bottom of the seniority list with no seniority.

When such part-time employee subsequently performs work for the Employer, the employee's new seniority date shall be the date of the first shift so worked. Part-time employees who lose their seniority, as above, and who do not perform any work for the Employer in the subsequent twelve (12) month period shall have their names removed from the seniority list and their employment will be terminated.

No part-time employee shall be removed from the seniority list under this subsection if it violates the *BC Human Rights Code*.

- (f) Upon attaining full-time status, part-time employees shall be credited with a full-time seniority date on the basis of equivalent years of service where one thousand eight hundred twenty (1,820) hours and two thousand and eighty (2,080) hours equal a year for inside and outside positions respectively for all hours worked after September 25, 1989.

15.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

15.03 Loss of Seniority

An employee shall not lose seniority rights if the employee is absent from work because of sickness, disability, accident, layoff or leave of absence approved by the Employer. An employee shall only lose seniority and no longer be an employee in the event:

- (a) the employee is discharged for just cause and not reinstated;
- (b) the employee resigns in writing and does not withdraw within two (2) days;
- (c) the employee fails to return to work following recall; and after receiving notice by registered mail to do so, unless through sickness or other just cause;
- (d) the employee's recall rights expire;
- (e) the employee retires;
- (f) the employee elects to take severance pay;
- (g) the employee is absent without leave for three (3) or more working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.

15.04 Transfer and Seniority (Outside Bargaining Unit)

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred or promoted to a position outside the bargaining unit with the Employer, the employee shall retain seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit for a maximum of six (6) months. During that

six (6) month trial period, the employee's position shall be filled on a temporary basis. If an employee returns to the bargaining unit, the employee shall be placed in the position held at the time of the transfer or promotion, or if that position is redundant, the employee may bump laterally or downward provided this does not result in the layoff or bumping of an employee holding greater seniority.

15.05 Job Phase-Out

For the purpose of job phase-out, overall seniority shall govern. An employee who is set back to a lower paid job because of job phase-out will receive the rate of the employee's regular job at the time of set-back for a period of three (3) months, and for a further period of three (3) months the employee will be paid an adjusted rate which will be midway between the rate of the employee's regular job at the time of the set-back and the rate of the employee's new regular job. At the end of this six (6) month period, the rate of the employee's new regular job will apply.

ARTICLE 16 – PROMOTION AND STAFF CHANGES

16.01 Job Postings

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, that the Employer intends to fill, the Employer will notify the Union in writing and post notice of the position in the City Hall and on all bulletin boards that will be accessible to employees for a period of ten (10) days before such as position is filled. Employees on vacation or a leave may request that job postings be emailed to them, or make other such mutually agreeable arrangements while they are away, in advance of commencing such leave.
- (b) When the Employer intends to fill a temporary vacancy for longer than three (3) consecutive calendar months duration, it shall post notice of such vacancy and process applications for such vacancy in accordance with 16.01 a). The Parties shall, at the Union's request, discuss any situation where a temporary vacancy has not been posted under this subsection when it becomes apparent that a temporary vacancy will continue for longer than three (3) months.
- (c) When an existing employee is selected to fill a temporary vacancy that is posted per the above subsection (the "original temporary vacancy"), the Employer is only required to post the first (1st) and second (2nd) temporary vacancies that result.
- (d) When the Employer fills a temporary vacancy that is not posted and filled per subsection (b) or (c), it shall first offer the vacancy to the senior

employee in the applicable classification and department who has the required capability; then to other employees by seniority within the applicable department who have the required capability. If the vacancy cannot be filled on this basis, the Employer may fill the vacancy at its discretion with other employees.

- (e) Part-time employees covered by Article 1.04, who take a posted temporary full-time vacancy of six (6) months or longer, shall lose their percentage in lieu of benefits and they shall be entitled to all the benefits of this Agreement on the same basis as full-time employees, save and except long term disability, subject to the carrier's plan in the case of STD Plan for the duration of the full-time appointment. For clarity this shall include the Municipal Pension Plan (MPP).

16.02 Information in Postings

Job postings will contain the following information:

- Nature of position
- Qualifications and experience required
- Wage
- Hours of work

16.03 Appointment Policy

- (a) In filling vacancies, the senior applicant having the sufficient skills, qualifications and abilities will be the successful candidate.
- (b) The Employer will consider the applications of all employees prior to considering the applications of external applicants. The Employer will consider full-time employees prior to considering part-time employees.
- (c) Where internal applicants lack the qualifications, skills and abilities for the posted position the Employer will consider external applicants.
- (d) The Employer shall advise the Union in writing of the name or names of the successful applicant(s) within twenty (20) working days of the closing date for receipt of all applications.

16.04 Trial Period

- (a) When a vacancy is filled by an existing employee, the employee will be placed on a trial period for a period of three (3) calendar months. In the event the employee proves unsatisfactory in the position during the trial period, the Employer may extend the period for a further three (3) months with mutual agreement from the Union and employee. If the

employee is unable to perform the duties of the new job satisfactorily; or, if the employee wishes to return to their former position, they will be returned to their former position and wage or salary rate without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions will be returned to their former position and wage or salary without loss of seniority.

- (b) The Union and the Employer, with the agreement of the employee, may agree to reduce or waive the trial period of any employee who has previously worked in the position.
- (c) The Employer shall meet with the employee during their trial period for the purpose of reviewing job performance at one (1) calendar month and two (2) calendar months.

16.05 Probation Period

- (a) The purpose of the probation period is to assess a new employee's suitability for continued employment with the Employer and competency in the position.
- (b) All newly hired employees are required to serve a probation period of six (6) calendar months from the date of hire. Should an employee be absent for any block length of time during the probation period the probation period will be extended by the length of the absence.
- (c) The Employer shall regularly meet with the employees during the probation period for the purpose of reviewing job performance, but at a minimum of two (2) calendar months, four (4) calendar months and five (5) calendar months.
- (d) In the event there is a break in service, in no case will a part-time employee be required to serve a probation period in excess of six (6) months during a two (2) year period.
- (e) The probation period may be extended by mutual agreement between the Union and the Employer, unless the employee was away for a block length of time and the period is being extended.
- (f) Probationary employees shall have access to all Collective Agreement benefits for which they become eligible during their probationary period, and have seniority rights from date of hire.

16.06 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position covered by this Agreement, the name of the successful applicant shall be sent

to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

16.07 Training Opportunities

Employees who desire to learn the skills required to perform the work in other positions for the Employer may request of the department head, the use of Employer materials or equipment for the purpose. Another employee competent to train and familiarize the employee with the job requirements and skills must be available at all times during the time the employee is learning the new skills. The employees participating in such training must not take time away from their regular job duties.

Opportunities for on-the-job training shall be offered in seniority order to those who have expressed interest in writing.

Requests under this Article shall not be unreasonably denied.

ARTICLE 17 – LAYOFFS and RECALLS

17.01 Definition of Layoff

(a) A layoff shall be defined as a reduction in the work force for both full and part-time employees, or a reduction in the regular hours of full-time employees.

(b) Advance Notice of Layoff

The Employer shall notify full-time employees and regularly scheduled part-time employees who are to be laid off fourteen (14) calendar days prior to the effective date of layoff; and give three (3) weeks' notice after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of eight (8) weeks' notice.

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

17.02 Retention of Seniority

(a) Full-time employees who are laid off shall retain their seniority and have the right of recall to the classification from which laid off for a length of time equal to the employee's length of continuous service to a maximum of twenty-four (24) months, recognizing that periods of layoff do not

constitute a break in service.

- (b) Part-time employees who are laid off, shall have recall rights extinguished in accordance with the Article 17.02 (a) and the number of work days on the recall list shall be aggregate hours of seniority divided by seven (7) or eight (8) for inside and outside employees respectively.

17.03 Severance Pay

- (a) A regular employee who is laid off may elect to accept severance pay instead of retaining seniority pursuant to Article 17.02. The election must be made within thirty (30) calendar days of the effective date of the layoff. Severance pay shall be paid in accordance with the following schedule:

More than one (1) year of service – two (2) week's wages

More than three (3) years of service – three (3) week's wages

For each year of service after three (3) years, one (1) additional weeks' wages per year of service to a maximum of eight (8) weeks wages.

- (b) When a regular employee elects to receive severance pay under this Article, all other rights under the Collective Agreement are terminated.

17.04 Layoff and Recall Procedure

- (a) It shall be the duty of each employee laid off to supply the Employer with their correct address and telephone number.
- (b) Employees laid off shall be required to return to work within a minimum of ten (10) days after being notified by registered mail to do so. Any employee failing to report back within the required time shall be considered to have resigned and shall forfeit all seniority rights, unless through sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept recall.

17.05 Seniority in Layoff, Recall, Bumping

- (a) All Employees shall be laid off or recalled on the basis of seniority, providing that the individuals have the capability to do the work required. An employee about to be laid off may bump any employee with less seniority. The right to bump shall include the right to bump up. A bump must be exercised within then (10) days of receiving notice of layoff.

- (b) For the purpose of this Article:
 - i. Labourer 1 and Labourer 2 shall be deemed to be one (1) classification;
 - ii. A senior employee with demonstrated competency in the Sewer Maintainer I, Treatment Plant Operator I, and Waterworks Technician I positions will be considered as having the required capability and be allowed one (1) year in the position to acquire Level I EOCP Certification. If unsuccessful, the employee shall be treated as per Article 17.05 (d);
 - iii. Similar positions may be added to the above list upon mutual agreement of the Employer and the Union.
- (c) The decisions of the department heads in regard to such matters shall be subject to the regular grievance procedure.
- (d) If the employee bumped into a position and it is determined by either the Employer or the employee that they are unsuitable in accordance with 16.04 (trial period) for the new position, the employee may exercise their bumping rights with respect to another position only once more, or shall be laid off.

ARTICLE 18 – HOURS OF WORK

18.01 Hours of Work

The Standard hours of work shall be as follows:

SCHEDULE “A” FULL-TIME EMPLOYEES

8:30 a.m. to 4:30 p.m.
Monday through Friday
Seven (7) hour day
Thirty-five (35) hour week

EXCEPT

R.C.M.P. STANDARD
Operational Services Secretary

8:00 a.m. to 4:00 p.m.
Monday through Friday

R.C.M.P.
Dispatch Clerk

9:00 a.m. to 5:00 p.m.
Tuesday through Saturday
Seven (7) hour day
Thirty-five (35) hour week

Head Receptionist
Recreation Services Supervisor
Receptionist II
Communications Coordinator

6:00 a.m. to 10:00 p.m.
Monday through Saturday
Seven (7) hour day
Thirty-five (35) hour week

Poundkeeper
Bylaw Enforcement Officer and
Poundkeeper/Bylaw
Enforcement Officer Assistant

8:00 a.m. to 5:00 p.m.
Monday through Sunday
Seven (7) hour day
Thirty-five (35) hour week

Head Lifeguard
Aquatic Program Supervisor
Community Recreation Program Coordinator
Health and Fitness Program Coordinator
Sport and Recreation Program Coordinator

6:00 am to 12:00 midnight
Monday through Sunday
Seven (7) hour day
Thirty-five (35) hour week

CAD/GIS Technician

8:00 a.m. to 4:30 p.m.
Monday through Friday
EXCEPT during daylight saving
time –
7:30 a.m. to 4:30 p.m.
Seven (7) hour day
Thirty-five (35) hour week

SCHEDULE "B"
FULL-TIME EMPLOYEES

7:30 a.m. to 4:00 p.m.
Monday through Friday
Eight (8) hour day
Forty (40) hour week

EXCEPT

Sewer Maintainers
(Friday only)
(Excluded from Article 18.04 (b))

Eight (8) hours between
6:30 a.m. and 4:30 p.m.

Mechanical Staff

7:00 a.m. to 5:30 p.m. or
2:00 p.m. to midnight
Monday through Saturday
Ten (10) hour day
Forty (40) hour week

Civic Properties Janitor 1, 2, 3

5:30 a.m. to 12:00 midnight
Monday through Sunday
Eight (8) hour day
Forty (40) hour week

Transit

6:00 a.m. to 10:00 p.m.
Monday through Saturday
Eight (8) hour day
Forty (40) hour week

Storekeeper
Accounting Clerk Payroll/Timekeeper

7:30 a.m. to 4:00 p.m.
Monday through Friday
Eight (8) hour day
Forty (40) hour week;
or.
7:00 a.m. to 3:30 p.m.
Monday through Friday
eight (8) hour day
forty (40) hour week
(this shall apply to one (1)
Storekeeper/Timekeeper only)

Wharfinger

8:00 a.m. to 5:00 p.m.
Monday through Sunday
Eight (8) hour day
Forty (40) hour week

Parks Equipment Operator I

Optional shift subject to the approval of the exempt staff supervisor
6:00 a.m. to 2:30 p.m.
May 1st through September 30th
Monday through Friday
Eight (8) hour day
Forty (40) hour week

Recreation Facility
Maintenance Workers
Janitors, Recreation Facility and Recreation
Complex Supervisor

Monday through Sunday
Eight (8) hour day
Forty (40) hour week
Five (5) day week
up to twenty-four (24) hour
continuous operation

The starting and stopping times
of the scheduled shifts shall be:

Recreation Facility
Maintenance Workers, and
Recreation Maintenance Supervisor

Day Shift:
Commencing 5:00 - 8:00 a.m.
Ending 1:00 - 4:00 p.m.
Afternoon Shift:
Commencing 3:00 - 6:00 p.m.
Ending 11:00 p.m. - 2:00 a.m.

Recreation Facilities Chief Engineer
Maintenance Worker 1

Day Shift:
Commencing 5:00 - 8:00 a.m.
Ending 1:00 - 4:00 p.m.
Afternoon Shift:
Commencing 3:00 - 6:00 p.m.
Ending 11:00 p.m. - 2:00 a.m.
Night Shift:
Commencing 11:00 - midnight
Ending 7:00 - 8:00 a.m.

All of which are inclusive of meal times.

Days off are to be changed every three (3) months. Where it is necessary for an employee to work more than five (5) days per week in order to facilitate the above, the employee will be paid at the employee's regular rate.

SCHEDULE “D” PART-TIME EMPLOYEES

R.C.M.P Guards	Night Shift 2400 – 0800 hours
	Day Shift 0800 – 1600 hours
	Afternoon Shift 1600 – 2400 hours

18.02 Work Day for Full-time Employees

For the purpose of this Article, the work day shall be of twenty-four (24) hours duration and shall commence at midnight.

18.03 Part-time Work Schedules

- (a) Where part-time schedules or shift packages are periodically changed or posted, part-time employees in the same department and classification shall be given first refusal of the greatest number of hours scheduled on the basis of their seniority provided they are qualified and capable of performing the work.
- (b) Where extra hours are available and where feasible, part-time employees who are immediately qualified and capable of doing the work, will be offered such hours in seniority order, provided the Employer does not incur any overtime cost as a result. These extra hours will be offered first to part-time employees in the same classification, and if none are available, then to other part-time employees in the same department. Part-time employees who wish to be offered such hours must have so indicated to the Employer, in writing in advance.
- (c) When a part-time employee has worked no less than eighty-five percent (85%) of their regular full-time hours (1820 or 2080) during the preceding two (2) years, they will be converted to full-time status, as long as:
 - i. The hours have been worked in one department; and
 - ii. The hours have not included term appointments to replace full-time employees.
- (d) Swapping shifts by part-time employees shall be permitted subject to the Employer's approval, providing reasonable notice is given and no additional cost occurs. The Employer will allow one (1) permanent swap at the time of the employee's acceptance of a schedule/shift package.
- (e) R.C.M.P. Guards; Parks, Recreation and Culture Department

Receptionists; and Transit employees who are already scheduled to work will not be eligible for additional hours on the same day if those hours interfere with the scheduled work.

- (f) For the purpose of sections (a) (b) and (d) departments are defined as follows:

Administration
Financial Services
Engineering / Planning
RCMP
Operational Services / Parks
Recreation and Culture

- (g) Part-time employees' schedules shall be posted at least one (1) week in advance.
- (h) Part-time employees shall be entitled to a minimum of eight (8) consecutive hours off between the end of one shift, and the start of the next shift. If an employee mutually agrees to report to their next shift prior to receiving eight (8) consecutive hours of rest, they shall be entitled to double time (2x) payment for the hours worked on the succeeding shift within the eight (8) hour period.

18.04 Changes in Hours for Full-time Employees

- (a) Notwithstanding the provisions of 18.01 of this Article, the Employer shall retain the right to change the schedule of work hours at standard rates of pay plus shift differential in cases of emergency.
- (b) Twenty-four (24) hours' notice shall be given before change of shift. Failure to provide at least fourteen (14) hours rest between shifts which are being changed shall result in payment of overtime.
- (c) Forty-eight (48) hours' notice shall be given for any change in scheduled days off.
- (d) The Employer may change the schedule of work hours with twenty-four (24) hours' notice before the start of the next scheduled shift at standard rates of pay plus shift differential on no more than five (5) days per year per employee.
- i. In these circumstances the minimum hours of rest may be reduced to ten (10) hours between the last regular shift and the first changed shift, or the last changed shift and the resumption of the regular schedule.
 - ii. Additional changes to the work schedule may be implemented with the mutual agreement of the Union and the Employer.

18.05 Lunch Break

Employees who work more than five (5) consecutive hours in a day shall be entitled to one-half ($\frac{1}{2}$) hour for lunch with the exception of the inside staff who shall receive one (1) hour. An employee who is required to be available for work during the employee's lunch break shall have the time included in the daily hours of work and shall be paid for the time.

18.06 Rest Periods

- (a) An employee working a full-time day shall be allowed a ten (10) minute rest period at the worksite in each of the first half ($\frac{1}{2}$) and second half ($\frac{1}{2}$) of the shift.
- (b) An employee working less than a full-time day shall have a ten (10) minute rest period at the worksite during each continuous work period of three (3) hours or more.
- (c) Part-time employees will be granted a ten (10) minute rest period for each work assignment amounting to three and one-half ($3 \frac{1}{2}$) consecutive hours.
- (d) Rest periods shall be taken at times that will cause the least possible interference with the work in which the employees are engaged.

18.07 Standby Time

All full-time employees on standby during non-working days shall receive four (4) hours pay per day at the employee's regular rate or one (1) hour pay per day at the employee's regular rate for standby on a day during which the employee has worked a full shift plus pay in accordance with the terms of Article 19.01 should work be commenced as a result of being on standby. An employee on standby shall be issued with an appropriate communication device. Such extra hours shall be banked at the employee's option for use as paid time off. An employee who is off sick shall not be eligible to be on standby.

Employees in the applicable sections with the adequate capability and experience shall submit their names for rotation lists. If a request is denied reasons shall be given in writing so that employees may re-apply when they have fulfilled the requirements. Rotations shall consist of full-time employees.

18.08 Standby

When required to standby:

- (a) R.C.M.P. Guards will be paid two (2) hours' regular pay per scheduled shift while on standby.

- (b) Standby pay shall be in addition to any other payment.

18.09 Sunday Rate

All full-time employees in positions having a Monday through Sunday work week shall receive one and one-half (1 ½) times their regular hourly rate for all hours worked on a Sunday.

18.10 Dirty Pay

Dirty pay premium at the rates set out below will be paid for all hours worked in the performance of the bi-annual shutdown, relating to the cleaning/maintenance of tanks which hold raw sewage:

2019: \$2.50 per hour;
2020: \$2.65 per hour;
2021: \$2.80 per hour;
2022: \$2.95 per hour;
2023: \$3.10 per hour.

ARTICLE 19 – OVERTIME

19.01 Overtime Rates

- (a) Definition

- i. Outside

All hours that an employee is authorized or required to work in excess of eight (8) hours in any one (1) day or shift or in excess of forty (40) hours in any work-week shall be considered overtime and paid at the rates established below.

- ii. Inside

All hours that an employee is authorized or required to work in excess of seven (7) hours in any one (1) day or shift or in excess of thirty-five (35) hours in any work-week shall be considered overtime and paid at the rates established below.

- (b) Overtime Rates

- i. The overtime rate shall be one and one-half times (1 ½ x) the regular rate for the first three (3) hours of overtime worked, and double time (2x) thereafter.

- ii. Double time (2x) for hours worked on the employee's day of rest.
- iii. Weekly Overtime

Double time (2x) for all hours in excess provided:

- 1. Hours already paid for are not included;
- 2. The employees' regular hours are averaged over a two (2) week period into eighty (80) hours or seventy (70) hours, as the case may be.

19.02 Call-Out

- (a) A "Call-Out" occurs when a full-time employee is called to work without having been so notified prior to the end of the employee's previous shift. In the event of a Call-Out, it shall be the duty of the department head concerned to ensure that the full-time employee or the full-time operator for the job required is called first and sent on the job if available. An employee absent on banked time or vacation shall be deemed to be available to be called, unless prior to the beginning of the leave, they inform the Employer, they are not available.
- (b) The Employer will make all reasonable efforts to avoid calling employees before they have had an eight (8) hour break between shifts; or, if the Call Out would result in the employee having less than eight (8) hours' rest before their next regularly scheduled shift. In the event the Employer is not able to avoid making such a call; and the employee determines that they are fit to report to work, such employee will be paid at double time for all hours worked short of the eight- (8) hour rest break.

Should the employee not feel fit to report to their regularly scheduled shift, the Employer will pay for that shift at straight time rates.

- (c) For the purpose of Call-Out, in each of the following "departments" there shall be established Call-Out lists of employees, in order of seniority who:
 - i. are capable of performing the work required; and
 - ii. are willing to work the Call-Out overtime.
 - Administration
 - Infrastructure Services
 - Planning Services
 - Mechanics
 - Transit
 - Engineering Services

- Civic Properties
 - Waterworks
 - Sanitary Sewer
 - Roads
 - Wharfinger
- Financial Services
 - Storekeeper
 - Accounting Clerk – Payroll / Timekeeper
- Parks, Recreation & Culture
 - Parks
 - Recreation Complex inside staff
 - Recreation Complex maintenance
- Economic Development
- RCMP
 - RCMP Guard
 - RCMP Clerical

These employees shall be called out as and when required with the proviso that after each employee is called, that name shall revert to the bottom of the list.

- (d) The Employer agrees to pay employees for a minimum of two (2) hours when they are called to work outside of regular working hours or on days of rest. Where an employee commences work, the Employer agrees to pay a minimum of four (4) hours.
- (e) Call time shall be straight time rate paid in all instances except for assigned overtime. Call time may be banked.
- (f) Where the Employer is required to pay the minimum four (4) hours noted in Article 19.02, (c) above, such pay shall be calculated as follows:

Call time	-	two (2) hours at straight time
Plus remainder	-	actual time worked paid at the appropriate overtime rate(s).
- (g) Such extra hours shall be banked at the employee's option for use as paid time off.
- (h) A secondary Call-Out list will be established for Operational Services and Parks.

The sole purpose of the secondary Call-Out list is to establish a supply of workers for Call-Out purposes in the event that an Operational Services or Parks Call-Out list identified in Article 19.02, (b) becomes exhausted. Employees who wish to be put on the list shall make the request to the

Employer in writing.

The managing and use of the secondary Call-Out list shall be in the same manner as per the Call-Out and Overtime provisions.

19.03 Meals, Meal Breaks on Overtime

- (a) An employee who is required to continue working in excess of one (1) hour beyond the end of their regular shift will receive a meal break after one (1) hour of overtime.
- (b) An employee who on less than eight (8) hours' notice before starting work, is required to begin work more than one-half ($\frac{1}{2}$) hour before the start of the employee's regular shift, shall be entitled to a meal break and a meal ticket.
- (c) An employee who, on less than four (4) hours' notice, is required to work on the employee's day off, will receive a meal break after three (3) hours of overtime.
- (d) A meal break shall be for one-half ($\frac{1}{2}$) hour plus reasonable travelling time to obtain a meal, with pay.
- (e) Employees who are required to work more than four (4) hours of overtime will receive a meal break in each four (4) hour period.
- (f) A meal allowance in the amount of seventeen dollars (\$17.00) for each meal break shall be paid on the next pay cheque.

19.04 Assigned Overtime

- (a) The assigned overtime provisions shall only apply where an employee is notified prior to the conclusion of the employee's work day that there is overtime to be worked.
- (b) The employee to be assigned to work overtime under this Section shall be determined according to the following stipulations:
 - i. If the overtime constitutes a continuance of the work day, then the employee who has been working on the job where overtime is required shall continue to work the overtime hours, or
 - ii. If the overtime is to occur at any time which is not a continuance of the work day, then the employees will be assigned subject to the provisions of Article 19.02.

19.05 Time Off in Lieu of Overtime Pay

- (a) A full-time employee may elect to take time off in lieu of overtime pay each occasion overtime occurs. Employees will not be allowed to split the “banking” and “paying” of overtime on one (1) time card.
- (b) Such time off shall be calculated in accordance with Article 19.01 and scheduled at a time convenient to both the Employer and the employee. Requests for such time off shall not be unreasonably denied.
- (c) Employees may elect to have any number of their banked overtime hours accumulated between January 1st and June 30th paid out during the pay period that follows September 15th. Such requests must be received, in writing, by their Supervisor by July 31st.
- (d) Should any accumulated time from the previous calendar year not be used by June 30th of the following year, the employee shall be paid out in the pay period that follows June 30th.

19.06 Authorization for Overtime

All overtime must be authorized in advance by a supervisor except in the case of emergency.

ARTICLE 20 – SHIFT WORK

20.01 Shift Differential for Full-time Employees

- (a) A shift differential of thirty-one cents (\$0.31) shall be paid for hours worked between 5:00 p.m. and 12:00 midnight.
- (b) A shift differential of fifty cents (\$0.50) shall be paid for hours worked between 12:00 midnight and 8:00 a.m.

20.02 Split Shifts for Full-time & Part-time Employees

Split shifts shall be paid a shift bonus of twenty-five cents (\$0.25) per hour provided the lunch break exceeds one half (½) hour (outside staff) and one (1) hour (inside staff). This shift bonus shall not apply to shifts where an employee requests to swap a shift with another employee.

20.03 Shift Work Premium for Full-time Employees

A shift work or split shift premium shall not be paid in addition to overtime. These premiums are paid only for regular hours worked.

20.04 Shift Work Bonus for Full-time Recreation Facility Maintenance Workers

In addition to the shift differential in Article 20.01, Recreation Facilities Maintenance Workers shall receive thirty-five cents (\$0.35) per hour for continuously scheduled midnight shift work.

ARTICLE 21 – HOLIDAYS

21.01 List of Holidays

- (a) All full-time employees shall suffer no reduction in their regular wages or salary by reason of a statutory holiday occurring within the regular work week.
- (b) All part-time employees shall be paid time and one-half (1 ½x) for regular hours worked on a statutory holiday.
- (c) For the purpose of this section, statutory holidays shall be defined as:

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

And all other holidays declared by the City of Powell River, provincial or federal governments.

21.02 Holidays Falling on Weekends for Full-time Employees

Where employees work a Monday through Friday work week, and statutory holiday falls on a Saturday or Sunday, then the next regular working day shall be declared a statutory holiday and they shall be provided a day off in lieu with pay.

For all employees who work other than a Monday through Friday work week, and a statutory holiday falls on the employee's regular day of rest, then a day off in lieu with pay shall be taken at a time mutually agreed between the employee and the Employer.

21.03 Qualifications for Full-time Employee's Paid Holidays

- (a) An employee must work the employee's scheduled day prior to and immediately following any paid holiday covered by this Agreement in order to qualify for pay, unless previous permission in writing shall have

been granted for time off.

- (b) Pay shall be at the previous day's highest card rate which will include shift work bonus but not shift differential.

21.04 Holidays During Full-time Employees' Vacation

If a statutory holiday falls on a regular working day while an employee is on annual vacation, the employee shall receive one (1) additional day of vacation with pay in lieu of said statutory holiday.

21.05 Christmas and New Year's Holidays for Full-time Employees

The following provision shall apply during the Christmas and New Year's holidays:

- (a) When Christmas Eve and/or New Year's Eve falls on a working day, all employees shall be entitled to time off commencing at 2:00 p.m. without loss of pay.
- (b) When Christmas Day falls on a Tuesday, the preceding Monday shall be declared a statutory holiday.
- (c) When Christmas Day falls on a Wednesday, the next succeeding Friday shall be declared a statutory holiday.
- (d) When New Year's Day falls on a Tuesday, the preceding Monday shall be declared a statutory holiday.
- (e) When New Year's Day falls on a Thursday, the next succeeding Friday shall be declared a statutory holiday.
- (f) Employees who because of the requirements of their particular job category are unable to obtain the conditions of this Article shall, by mutual agreement with their respective department head, determine alternate methods of receiving such time or days off.

21.06 Full-time Employees Scheduled to Work on Statutory Holidays

An employee who is scheduled to work on a statutory holiday shall be paid:

- (a) One and one-half (1 ½) times plus the employee's regular wage for the time worked up to twelve (12) hours, and
- (b) Double time (x2) plus the employee's regular wage for any time worked over twelve (12) hours.

ARTICLE 22 – VACATIONS

22.01 Vacation Entitlement Regulations

An employee, who is hired before July 1 and having completed a minimum of six (6) months' service, will be entitled to two (2) weeks of vacation, not pro-rated, time to be taken during the calendar year. Employees who are hired on July 1 or later, and therefore have not completed six (6) months of consecutive service prior to the end of that calendar year, will not be entitled to vacation time but instead will receive four percent (4%) vacation pay.

All employees as defined in this Agreement shall be granted a vacation with pay in accordance with the following regulations:

- (a) The vacation period shall be twelve (12) months commencing on January 1st and ending on the following December 31st.
- (b) Continuous service for the purpose of this Agreement shall include:
 - i. Time lost as a result of an accident as recognized by WorkSafeBC suffered during the course of employment shall be considered as time worked for the purpose of qualifying for annual vacations. An employee will only be entitled to receive such vacation payments while on Worker's Compensation for a period of up to, but not exceeding one (1) year from the date the employee commences a leave (each time) as a result of an accident or injury at work.
 - ii. Time lost as a result of leave as recognized by the Employer under Article 23 of this Agreement.
 - iii. Time lost as a result of leave as recognized by the Employer under Article 24 of this Agreement.
- (c) Annual vacation entitlement requested subsequent to the completion of the choice system may be taken in half ($\frac{1}{2}$) hour increments.
- (d) The Finance Department will notify those employees who have remaining vacation entitlement by September 15th of each year. Employees will have one (1) month to book the remaining vacation entitlement.
- (e) If employees do not book their remaining vacation by October 15th, their supervisor will schedule their remaining vacation entitlement for them.
- (f) Employees must take their vacation time in the current year unless they are not able to take vacation due to medical reasons or vacation requests have been denied due to operational requirements. Employees cannot receive payment in lieu of vacation.

22.02 Vacation Entitlement

An employee's initial date of hire establishes the start of their first anniversary year.

- (a) Those employee's who are in their first (1st) anniversary year, with a minimum of six (6) months service, shall be granted two (2) weeks' vacation time off with pay in accordance with subsection (h).
- (b) Employees who are in their second (2nd) anniversary year shall be granted three (3) weeks' vacation time off with pay in accordance with subsection (h).
- (c) Employees who are in their sixth (6th) anniversary year shall be granted four (4) weeks' vacation time off with pay in accordance with subsection (h).
- (d) Employees who are in their eleventh (11th) anniversary year shall be granted five (5) weeks' vacation time off with pay in accordance with subsection (h).
- (e) Employees who are in their sixteenth (16th) anniversary year shall be granted six (6) weeks' vacation time off with pay in accordance with subsection (h).
- (f) Employees who are in their twenty-first (21st) anniversary year shall be granted seven (7) weeks' vacation time off with pay in accordance with subsection (h).
- (g) Employees who are in their twenty-sixth (26th) anniversary year shall be granted eight (8) weeks' vacation time off with pay in accordance with subsection (h).
- (h) Vacation pay shall be based upon the greater of an employee's basic rate for a standard weekly schedule or two percent (2%) of gross earnings for the preceding calendar year for each week of earned vacation.

22.03 Vacation Bonus for Full-time Employees

All eligible employees shall receive an additional amount of vacation pay equivalent to ten (10) hours pay at the hourly rate of the employee's regular job in respect of the first (1st) week of employee's vacation. An eligible employee shall be one who is full-time and who complies with Article 22.02, (a) or Article 22.06, (a).

22.04 Consecutive Vacation Period

It is understood and agreed that with the three (3), four (4), five (5) and six (6) week annual vacation periods, no more than two (2) weeks may necessarily be consecutive. All such holidays shall be exclusive of statutory holidays.

Requests for vacations must be submitted in writing at least one (1) month prior to the vacation being taken. This may be waived by mutual consent.

22.05 Supplementary Vacations for Full-time Employees

- (a) After completing ten (10) or more years of continuous service with the Employer, full-time employees shall, in addition to their regular vacation, become eligible to receive a supplementary vacation with pay each five (5) years as set forth below:

<u>Weeks of Supplementary Vacation</u>	<u>Years Completed Continuous Service</u>
One (1) week	After ten (10) years
One (1) week	After fifteen (15) years
One (1) week	After twenty (20) years
One (1) week	After twenty-five (25) years
One (1) week	After thirty (30) years

- (b) The supplementary vacations are to be taken over a five (5) year period.
- (c) At retirement or termination from the Employer, an employee who has completed ten (10) or more years of service shall be entitled to that portion of supplementary vacation proportionate to the number of months of service completed subsequent to the employee's last five (5) year entitlement.

22.06 Full-Time Employee Vacation Choice System

- (a) All vacation requests are subject to the approval of the supervisor and/or department head. It is recognized that operational requirements with respect to workload patterns and workforce minimums will govern such approvals. No requests shall be unreasonably denied.
- (b) Each department shall appoint a person to coordinate the vacation choice system guidelines, post the choice groups, collect choice requests submitted within the choice system, and register and post the approved vacations in a location accessible by all employees of that department.
- (c) The choice system will have two (2) rotations of first (1st), second (2nd), and third (3rd) choice groups.

- (d) A maximum of three (3) weeks annual vacation may be booked in each rotation during the choice system with a maximum of two (2) weeks being consecutive in the first (1st) rotation.
- (e) Choice groups will be constructed to minimize operational staffing conflicts and remain balanced in seniority and number if practical. Choice groups may be amended periodically by the department head to adjust for staffing changes. Any time an employee must be moved to a different choice group, if possible, they may move between groups to their best advantage. (Example, an employee in this year's second (2nd) choice group should be moved into next year's first (1st) or second (2nd) choice group as opposed to next year's third (3rd) choice group.)
- (f) The choice system lists are to be posted for one (1) week only for each choice group rotation.
- (g) The choice system lists must be posted with the first (1st) choice of the first (1st) rotation due on the second (2nd) Friday in January.
- (h) Single days and/or in-lieu days per Article 21.04 cannot be booked during the choice system; only full regular work weeks of vacation entitlement will be approved. The last week of vacation that can be booked commences the last Monday of December, (i.e. during a year when December 31st falls on a Monday, the last day that can be booked with that year's vacation is January 6th of the following year).
- (i) Requests for use of banked time during identified "prime vacation time" periods of high vacation usage will not be considered until the completion of the choice system. "Prime vacation times" include spring break and Christmas week and the period from the third (3rd) week of June to the second (2nd) week of September inclusive.
- (j) Employees are not allowed to book time off initially as vacation during the choice system, then change the time off to banked overtime.
- (k) Upon completion of the choice system, competing vacation requests and/or vacation changes will be considered on a first-come-first-serve basis.

22.07 Part-Time Vacation Choice System

Part-time employees who are regularly scheduled to work or regularly work more than twenty-five (25) hours per week for Schedule "A", "B", and "D" (inside employees) and thirty (30) hours per week for Schedule "B", "D", and "E" (outside employees) qualify for paid vacation time off and shall book their vacation as per the following choice system:

- (a) Part-time choice groups will be established and posted at the same time

as full-time choice groups are posted.

- (b) The part-time vacation choice system shall commence the first week after the final choice week in the full-time vacation choice rotation.
- (c) The same person appointed in Article 22.06 (b) shall coordinate the part-time vacation choice system.
- (d) In all other respects, the part-time vacation choice system shall operate as per Article 22.06.

ARTICLE 23 – SHORT TERM DISABILITY [STD] & LONG-TERM DISABILITY [LTD] PLANS FOR FULL TIME EMPLOYEES

23.01 Short Term Disability Plan (STD)

- (a) STD coverage will be provided as required on an employee's work day as per Article 18.01.
- (b) Payment of STD benefits will be provided for full-time employees who work a thirty-five (35) hour week at seven (7) hours per day, and for employees who work a forty (40) hour week at eight (8) hours per day. Payment of benefits for full-time employees who work other than a standard thirty-five (35) or forty (40) hour week shall be determined by calculating average daily hours of work per work day based on the previous two (2) pay periods.
- (c) The first five (5) working days of absence due to non-work related illness or injury will be covered by the Employer at one hundred percent (100%) wage loss for regular hours per (a) and (b) above.
- (d) Full-time employees will transition to a premium-based STD plan after five (5) working days absence due to illness or injury.
- (e) The Employer will pay up to five (5) working days while claims are adjudicated by the insurance carrier, provided the Employer shall be repaid for such days on approved claims.
- (f) The insurance carrier will provide seventy percent (70%) wage replacement and the Employer will top up wages to one hundred percent (100%), up to a maximum of twenty-six (26) weeks.
- (g) After twenty-six (26) weeks of STD coverage, employees must either return to work or apply for Long Term Disability (LTD) coverage.

23.02 Administration of the Short Term Disability Plan

- (a) The Employer will pay one hundred percent (100%) of the STD Plan premiums.
- (b) The STD Plan will be a taxable benefit to employees.
- (c) STD claims will be adjudicated by the insurance carrier.
- (d) If a claim is denied the Employer will discontinue all payments to the employee.
- (e) Time spent on the STD Plan will be considered pensionable service.
- (f) Time spent on STD will be considered continuous service.
- (g) All benefit plan coverages, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefit plan from time to time. Any descriptions in this Agreement are provided for the purpose of general information.

23.03 Long Term Disability Plan (LTD)

- (a) This article (23.03) applies to full-time employees.
- (b) The Employer will pay one hundred percent (100%) of the LTD Plan premiums.
- (c) LTD claims will be adjudicated by the insurance carrier.
- (d) In the event that a delay in processing a claim occurs, the Employer will provide seventy percent (70%) of wage loss after twenty-six (26) weeks until the claim is decided. If a claim is denied by the benefits carrier, the Employer will discontinue paying the seventy percent (70%) of wage loss. L.T.D. benefits shall provide seventy percent (70%) of wage loss.
- (e) LTD benefits will be seventy percent (70%) of earnings to a maximum of six thousand five hundred (\$6,500) per month.
- (f) There will be a twenty-six (26) week elimination period with no overlap between STD and LTD entitlement.
- (g) Time spent on the LTD Plan will be considered pensionable.
- (h) Time spent on LTD will be considered continuous service.
- (i) All benefit plan coverages, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the carrier's benefit plan from time to time. The above descriptions are for

the purpose of general information.

23.04 WorkSafeBC Claims

An employee who is absent as a result of an accident covered by WorkSafeBC shall be compensated as follows:

1. Full-time employees
 - (a) The City will continue to pay the employee at one hundred percent (100%) of their average gross pay subject to WorkSafeBC coverage less required statutory deductions.
 - (b) Any wage replacement payments from WorkSafeBC received by the employee shall be turned over to the Employer.
 - (c) The City will collect all wage replacements paid on behalf of employees directly from WorkSafeBC.
 - (d) The employee will reimburse the Employer if their WorkSafeBC claim/appeal is denied. Reimbursement shall be made through the following methods:
 - i. The employee, may direct the Employer to use vacation bank, overtime bank or other banked earnings; or,
 - ii. The employee will pay to the Employer a lump sum payment; or,
 - iii. The employee will authorize the Employer to deduct a maximum bi-weekly payment of two hundred dollars (\$200) over the period of one calendar year. If the amount owing still exceeds the amount which was collected, using the aforementioned method, or if the repayment schedule causes a financial hardship, an alternate repayment method will be used, in consultation with the employee.
 - (e) Should the WorkSafeBC method of calculating compensation change during the term of the Collective Agreement, this Article shall be revisited and amended if necessary, by way of Memorandum of Agreement with the intent of maintaining compensation at one hundred percent (100%) of the employees' gross earnings subject to normal statutory deductions.

2. Part-time employees

Part time employees will receive all payments in relation to WorkSafeBC claims directly from WorkSafeBC. Part time employees will not be paid wage top-up from the City.

23.05 Notification of Absence

An employee who is absent from work because of illness shall notify the Employer, prior to their shift starting. Failure to do so may result in a loss of pay. It is understood that there may be extraordinary circumstances where an employee is unable to provide notification; however, it is understood this would be the exception.

ARTICLE 24 – LEAVE OF ABSENCE

24.01 For Union Business

- (a) Upon application to and upon receiving the permission of the respective department head in each specific case, time off without pay shall be granted to official representatives of the Union when it becomes necessary to transact business in connection with matters affecting members of the Union, providing it does not interfere with the operation of the Employer.
- (b) Official representatives of the Union shall have the privilege of attending meetings without loss of remuneration for the purpose of negotiating a revision or renewal of this Agreement when such meetings are held during working hours or when discussing with representative(s) of the Employer, a grievance or any other matter contained in this Agreement. Official representatives of the Union attending meetings with the Employer on joint committees shall do so without loss of pay.
- (c) Any member, to a maximum of three (3) persons at one (1) time of the Union, who is required to attend Union Conventions or perform any other function on behalf of the Union and its affiliates necessitating a leave of absence without pay shall, upon application to the respective department head, with one (1) week notice, be granted a leave of absence. It is understood that the granting of the above leave shall not unduly hinder the operations of the department. It is agreed that the employees will continue to receive their regular pay during this period of leave and that the Employer will be reimbursed by the Union upon receipt of an accounting for regular pay plus twenty percent (20%) to cover employee benefits, vacation, and pension, but not sick leave.

24.02 Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave in each employment year to meet responsibilities related to the care, health or education of any member of the employee's immediate family.

"Employment year" means a year beginning on the date the employee commenced employment.

Family Responsibility Leave does not accumulate from year-to-year.

24.03 Compassionate Care Leave

An employee is entitled to up to twenty-seven (27) weeks of unpaid leave in a fifty-two (52) week period to care for a gravely ill member of the employee's immediate family. Leaves may be taken in one (1) week increments or more.

A medical certificate may be requested by the Employer at the Employer's expense.

24.04 Definition of Immediate Family

For the purposes of 24.02 (Family Responsibility Leave) and 24.03 (Compassionate Care Leave), "immediate family" shall be defined as meaning spouse (including same sex partners), child, parent, guardian, sibling, grandchild or grandparent of an employee and any person who lives with the employee as a member of the employee's family, or any other person considered a relative pursuant to the Employment Standards Act of BC.

24.05 Bereavement Leave

- (a) Employees shall be granted a minimum of three (3) days' leave with pay in the case of the death of a spouse (including same sex partners), parent, grandparent, guardian, grandchild, sibling, child, niece, nephew, and any person who lives with the employee as a member of the employee's family, or any other person considered a relative pursuant to the Employment Standards Act of BC. Unused bereavement leave may be taken within six (6) months of death to be used at a celebration of life or other such ceremony.
- (b) Recognizing that the bereavement traditions of aboriginal peoples vary, requests to accommodate aboriginal bereavement leave that extend beyond 24.05 (a) shall be submitted to the exempt staff supervisor for individual consideration with the Human Resources Director and/or the Chief Administrative Officer.

24.06 Jury Duty

- (a) Any full-time employee who is required to report for jury duty or who is required to appear as a Crown witness on a day on which the employee would normally have worked, will be reimbursed by the Employer for the difference between the pay received for jury or witness duty at the employee's regular straight time hourly rate of pay for the employee's regularly scheduled hours of work.

It is understood that such reimbursement shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week, less pay received for jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury duty or witness pay received.

Pay received for jury or witness duty does not include reimbursement for parking and transportation received by the employee from the courts.

- (b) Hours paid for jury or witness duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.
- (c) When practical and reasonable, on jury duty days, employees will endeavor to begin work before reporting for jury duty or return to work after reporting for jury duty.

24.07 Employment Considered Continuous

- (a) If an employee is on Family Responsibility Leave, Compassionate Care Leave, Bereavement Leave, Jury Duty, Maternity Leave, Paternity Leave, Military Leave, Union Leave, or approved leave of absence for one (1) year or less, including Long Term Disability leave, employment is considered continuous for the purposes of calculating annual vacation and termination entitlements, as well as for pension, medical or other plans of benefit to the employee, as applicable. Seniority shall continue to accumulate during the leave.
- (b) In the case of employees enrolled in the Employee Benefits plans under Article 28, the Employer will continue to make payments to any such plans. The employee is also entitled to all increases in wages and benefits that the employee would have received if not on leave.
- (c) All employees on authorized leave without pay, or on layoff with recall rights, may continue on the applicable benefit plans by paying the full premiums in advance each month subject to carrier approval.

24.08 Return to Work

When the Family Responsibility Leave, Compassionate Care Leave, Bereavement Leave, Jury Duty, Maternity Leave, Paternity Leave, Military Leave, Union Leave or other approved leave of absence of thirty (30) months or less ends, an employee will be returned to their former position. Should the employees' former position no longer exist, the employee would receive a layoff notice in accordance with Article 17. The Employer will contact the employee to make the arrangements for the employee's return to work.

24.09 Mourner's Leave

Employees will be entitled to one (1) day off with pay per calendar year to attend the funeral of a family member or fellow Union member.

- (a) Full-time employees may be granted one-half ($\frac{1}{2}$) day leave with pay to attend the funeral of a member of the Union in the capacity of pallbearer.
- (b) Full-time employees may be granted one-half ($\frac{1}{2}$) day leave with pay to attend the funeral of an employee, to a maximum of two (2) employees.

24.10 Special Leave

- (a) A full-time employee may be granted a maximum of three (3) days leave with pay in the case of a serious fire in the employee's home where, in the opinion of the Municipal Fire Chief, such home is uninhabitable during the three (3) day period.
- (b) A full-time employee may, at the discretion of the employee's respective department head, in consultation with Human Resources Director, be granted (1) day leave of absence with pay to attend to a serious household or domestic emergency.

24.11 Leave of Absence for Full-Time Union or Public Activities for Full-Time Employees

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence so that the employee may be a candidate for public office.
- (b) An employee who is elected, selected or appointed to a public or community position shall be allowed leave during the term of office and the employee shall continue to accrue seniority. Upon the Union's request, the Employer shall continue to pay the employee regular wages and shall bill the Union for reimbursement.
- (c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted

leave of absence, without loss of seniority, for a period of one (1) year. Such leave may be renewed each year on request during the employee's term in office.

24.12 General Leave

(a) Up to Ten (10) Working Days

- i. An employee shall be granted leave of absence without pay or loss of benefits to a maximum of ten (10) days in a calendar year.
- ii. All requests must be submitted on a Time Off Request form and must receive the approval of the respective department head prior to the day in question.

(b) General and Education Leaves

- i. An employee may request a leave of absence without pay for a period longer than ten (10) working days and up to a maximum of twelve (12) months. Such leave will only be granted by the respective department head and Human Resources Director for extenuating circumstances and if the employee shows good and sufficient cause.

For the purpose of this Article, such circumstances or cause include education leave. The employee must be able to prove that the education leave relates to the employee's continued employment with the Employer and must provide proof of the education program enrolment before the leave will be taken.

- ii. The full premium for benefit plans will be the employee's responsibility.
- iii. When such leave is granted the following year's vacation shall be pro-rated for the time worked during the calendar year.

(c) An employee who has been absent on an approved leave with a specified date of return, and:

- i. Fails to contact the Employer prior to that scheduled day of return; and
- ii. Does not report to work on the scheduled date of return; and
- iii. Has not been subject to circumstances beyond their control;

Will be deemed to have abandoned their employment.

(d) Method of Application

Such leave of absence under Section (b) shall be made on the appropriate forms to the Human Resources Director through the department head concerned at least four (4) weeks in advance of the proposed start of such leave absence.

24.13 Pregnancy Leave, Parental Leave

The Pregnancy Leave and/or Parental Leave provisions as outlined in the Employment Standards Act, shall apply except as follows:

- (a) For an adopting parent of a child, the maximum period of Parental Leave shall be increased by eighteen (18) weeks.
- (b) Where an employee who has been granted leave of absence under this Article requests a further leave of absence from work, the Employer shall grant to the employee a further leave of absence from work, without pay or benefits, for a period not exceeding a total of eighteen (18) months.

24.14 Birth/Adoption Leave

Employees shall be entitled to one (1) day without loss of pay for needs directly related to the birth or adoption of the employee's child.

24.15 Discretionary Leave

All employees may use four (4) discretionary days per year with pay for the purpose of challenging life circumstances requiring time off. Discretionary Leave may be taken in one-half (1/2) hour increments.

24.16 Medical Care Leave

Employees shall be granted time off to a maximum of forty (40) hours in any calendar year (January – December) for the purpose of an appointment relating to physical or mental health or to attend out-of-town medical appointments where such an appointment could not be made in town. The time off shall be taken in one-half (½) hour increments.

24.17 Military Leave

Employees who serve in the Canadian Armed Forces shall be granted unpaid leave of absence to attend to military duties and training. During such leave the employee's seniority shall continue to accumulate. The Employer shall continue to pay its share of all benefits and pension contributions, and the employee shall be required to prepay their share of all benefits and pension contributions.

ARTICLE 25 – PAYMENT OF WAGES AND ALLOWANCES

25.01 Schedules

The schedule of wages, classifications and salaries for all employees of the Employer covered by this Agreement shall be in accordance with Schedules “A”, “B”, “D”, and “E” attached hereto and forming part of this Agreement.

25.02 Temporary Assignments

- (a) If an employee is appointed to substitute on a job, the employee shall receive the employee’s regular rate or the rate for the job, whichever is the greater.
- (b) If an employee is temporarily assigned to assume the duties of a lower rated position, the employee shall receive the employee’s regular rate.
- (c) If an employee is temporarily assigned to relieve an employee where the incumbent is receiving a red-circled rate, the relieving employee shall receive the rate for the classification as set out in the wage schedule.
- (d) If an employee who is red circled is temporarily assigned to substitute in any job for which the rate is lower than the rate the employee is currently receiving, the employee shall be paid their red-circled rate.

25.03 New Positions

When a new position not covered in the Agreement is created, the rate of pay shall be negotiated between the Employer and the Union. Should the Parties be unable to agree on a rate, the matter shall be settled by arbitration.

25.04 Pay Cheques

- (a) Regular pay days shall be no later than alternate Fridays.
- (b) Pay stubs shall be delivered to the Recreation Complex, Public Works Yard, R.C.M.P. station and City Hall no later than 11:30 a.m. on regular pay days.
- (c) Employees will have their pay deposited directly to a financial institution of the employee’s choice.

25.05 Base Rate Formula

- (a) Effective July 1st, 1985 the Municipal Labour I rate shall be twenty-one cents (\$0.21) below, and the Municipal Trades II rate shall be twenty-seven cents (\$0.27) below the Common Labourer and “A” Mechanic Journeyman rates respectively, paid by MacMillan Bloedel Limited,

Powell River Division, to members of the Canadian Paperworkers Union. The Union agrees to maintain this differential.

- (b) The cents per hour increase established on the 1st of July each year for the base rate shall also be the cents per hour increase on all other rates with the exception of the Tradesman II rate.
- (c) Whenever the Canadian Paperworkers Union negotiates an increase other than cents per hour, the formula used shall be applied to Sections (a) and (b) above.

25.06 Temporary Transfer Outside of the Bargaining Unit

When an employee performs the principle duties of a higher paying position outside of the bargaining unit, the employee shall receive the rate of pay of the position filled. When an employee acts as a point of contact or performs minimal duties of a higher paying position outside of bargaining unit, the employee will receive 10 percent (10%) increase to their wages.

25.07 Vehicle Allowance

When employees are required to use their own vehicle for the Employer's business, compensation shall be at the mileage reimbursement rate established by the Canadian Revenue Agency rates. When the Employer requests that an employee use their personal vehicle for Employer business, the employee shall be reimbursed the difference in cost for their vehicle insurance to ensure that the vehicle is properly insured for the City business use of the vehicle.

25.08 Training Travel Advance and Per Diem

- a) If an employee authorized by the Employer attends a training course or seminar related to their employment, the Employer will reimburse all course, exam and/or certification fees.
- b) An employee shall be granted leave without loss of their regular rate of pay when authorized by the Employer to attend a course during their scheduled work day.
- c) An employee authorized by the Employer to attend a training course or a seminar on a scheduled day of rest or after their shift, shall receive time off work at their regular rate of pay equivalent to the time spent at the training course. The employee shall receive one hour of time off work for each hour of instruction. The time off work shall be scheduled by mutual agreement of the employee and the Employer within the next pay period.
- d) Travel time shall only be paid if the course is beyond the City of Powell River area. Travel time to and from the location of the course outside an

employee's normal hours of work shall be compensated up to a maximum of eight (8) hours to the course and eight (8) hours from the course at the regular rate of pay to be taken in pay or time off. Any time off work shall be scheduled by mutual agreement of the employee and the Employer.

- e) Employees travelling to seminars/education courses at the Employer's request may be given a travel advance to cover the estimated costs. An employee may request that the Employer prepay one hundred percent (100%) of the employee's transportation and accommodation costs directly to the provider. Such requests shall not be unreasonably denied. All travel advances shall include one hundred percent (100%) of the eligible per diem. The Employer agrees that the employee per diem rate shall match the Canadian Revenue Agency (CRA) per diem rate. If an employee is to travel to or from a course and there is inclement weather the employee may request further accommodation, and such requests shall not be unreasonable denied.

ARTICLE 26 – RETIREMENT

26.01 Municipal Pension Plan

- (a) Employees who are eligible shall participate in the Municipal Pension Plan, and the Employer shall waive any waiting periods to allow for eligible part-time and full-time employees to enroll immediately.
- (b) Employees retiring should give the Employer three (3) months' notice prior to the date of retirement.

26.02 Retirement Bonus for Full-Time Employees

Full-time employees, who retire on the Municipal Pension Plan after twenty (20) years of service and at sixty-seven (67) years of age or younger, shall be paid a retirement bonus of one thousand four hundred dollars (\$1,400) less statutory deductions. Employees will advise Financial Services whether the funds should be paid out with appropriate deductions or forwarded directly to a financial institution as an RRSP contribution.

ARTICLE 27 – JOB CLASSIFICATION AND RECLASSIFICATION

27.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions, classifications and reclassifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the

recognized job descriptions unless the Union presents written objection within thirty (30) days.

- (a) Job descriptions that are finalized after May 20, 2015 are deemed “established job descriptions” for purposes of Article 27.
- (b) Job descriptions finalized pursuant to this Article 27, are also deemed “established job descriptions”.
- (c) The Employer shall maintain “established job descriptions” in a current and up-to-date fashion after they are finalized.
- (d) It is important that each Party maintain an independent record of accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program. It is the intention of the Parties to periodically review jobs upon request and to complete a review of all jobs every three (3) years.

27.02 The Union Job Evaluation Committee (UJEC)

- (a) The Union shall have a Union Job Evaluation Committee (UJEC) consisting of two (2) members appointed by the Union. Each member shall also have an alternate.
- (b) The Employer shall maintain the normal straight-time wages for those members of the UJEC who are granted leave to perform UJEC work during their previously scheduled straight-time hours, when:
 - i. They are meeting with the Employer or accompanying the Human Resources (HR) designate during interviews of incumbents and/or supervisors, and/or tours or the work place.
 - ii. They are reviewing and/or rating job descriptions in the UJEC, to a maximum of one and one-half (1.5) hour's pay by the member in regard to any specific job description (i.e. reviewing and rating the specific job), unless additional time is granted by the Employer for specific jobs.
- (c) Members of the UJEC have the following mandate:
 - i. To review job descriptions forwarded to it by the Employer and to provide input to the Employer regarding such job descriptions; and
 - ii. To evaluate jobs using the negotiated 2014 Job Evaluation Plan (the 2014 JE Plan) and to meet with the Employer in order to achieve mutual agreement on rates of pay, if possible; and
 - iii. To meet with the Employer, pursuant to Article 27.07 to discuss

temporary changes that are made to jobs having an established job description; and

- iv. To meet with the Employer, at the request of either Party and at mutually agreeable times, to discuss the JE Plan, its procedures and/or methods, and to make recommendations to the Employer regarding changes that the UJEC believes should be made to the Plan; and
- v. To otherwise meet with the Employer pursuant to Article 27.

27.03 Evaluation of New Jobs and Jobs that the Employer Changes

Establishing Job Descriptions

- (a) When, after May 20, 2015, the Employer creates a new bargaining unit job, or the Employer makes a permanent and substantial change to a job with an established job description, the Employer shall establish its proposed wage rate for the new/changed job using the JE Plan and it shall forward the draft job description and applicable rating sheets and other materials used during the process and its proposed rate to the UJEC.
- (b) The Employer may post and fill new jobs after it has forwarded the draft job description and its proposed wage rate to the UJEC. These postings shall include the following statement, "Wage rate included in the posting is interim and is subject to review by the UJEC."
- (c) The HR Designate shall have the incumbent(s) and the applicable supervisor(s) complete a Job Analysis Questionnaire. The HR Designate shall provide a copy of the completed Questionnaires to the UJEC as they are received.
- (d) The HR Designate/UJEC Member may also interview the incumbent(s) and/or the applicable Supervisor(s), and/or visit the workplace. The HR Designate and a member of the UJEC will be present during such interviews and visits to the workplace.
- (e) The HR Designate shall be available to meet with the UJEC to discuss the draft job description in the thirty (30) calendar day period, at a mutually agreeable time, after the UJEC has received same.

The UJEC must meet with the Employer (as above) within this thirty (30) calendar day period. If it does not do so, the Union will lose its right to have input into the final established job description. And, in such eventuality, the Union does not have the right to arbitrate the capability required by the Employer in the established description.

- (f) The Employer shall finalize the “established job description” for the new/changed job after the expiry of this thirty (30) calendar day period and forward such to UJEC.
- (g) The Union has the right to arbitrate the capability required by the Employer in the “established job descriptions” for new/changed jobs, if the Parties meet under subsection (e) and the UJEC does not agree that the capability required by the Employer is bona fide and work related.

Establishing Rates of Pay

- (h) Immediately after the Employer finalizes the “established job description” for a new/changed position and forwards it to the Union, the UJEC shall rate the description using the JE Plan.
- (i) The HR Designate shall remain available to meet with the UJEC at a mutually agreeable time to discuss the Employer’s proposed wage rate in the thirty (30) calendar day period, after the UJEC has received “established job description” for a new/changed position, as above.

The UJEC is expected to meet with the Employer (as above) to complete this negotiation within this thirty (30) calendar day period.

- (j) If the HR Designate and the UJEC agree on the final wage rate within this thirty (30) calendar day period, they shall jointly notify the incumbent(s) and supervisor(s) of the agreed upon wage rate.
- (k) If the HR Designate and the UJEC do not agree on the final wage rate within the thirty (30) calendar day period, or the Parties do not meet under subsection 27.03 (i), the rate may be established by arbitration pursuant to article 27.06, at the request of either Party.
- (l) Pay retroactivity, in the case of new jobs initiated by the Employer under Article 27.03, shall be from the date the incumbent(s) starts to work in the job.
- (m) Pay retroactivity, in cases of permanently and substantially changed jobs initiated by the Employer under Article 27.03, shall be applied from the date the change came into effect.

27.04 Employee Initiated Wage Reviews

- (a) When an employee or group of employees believes that a permanent and substantial change has been made to their job that has an established job description, the employee(s) may initiate a review of that wage rate and job description by submitting a Reconsideration Form to the HR Designate.

The HR Designate shall date stamp the Reconsideration Form, in order to establish an effective date for retroactivity purposes, and shall forward a copy of the Reconsideration Form to the UJEC.

- (b) Within thirty (30) calendar days of the Employer's receipt of the date stamped Reconsideration Form, the HR Designate shall forward a copy of the established job description and the applicable Questionnaire Form to the incumbent(s) and the supervisor(s) for their completion. Completed forms shall be submitted within thirty (30) calendar days. Upon completion, the HR Designate shall forward a copy of the completed questionnaires to the UJEC.
- (c) The HR Designate/UJEC Member may interview the incumbent(s) and/or the applicable supervisor(s), and/or visit the workplace. A member of the UJEC and the HR Designate will be present during such interviews and visits to the workplace.
- (d) The HR Designate shall remain available to meet with the UJEC to discuss the requested review in the thirty (30) calendar day period, after the UJEC has received the completed Questionnaire Form, as applicable.
- (e) The UJEC is expected to meet with the Employer (as above) within this thirty (30) calendar day period at a mutually agreeable time. If it does not do so, the Employer may dismiss the requested wage rate review when it concludes that the job has not been permanently changed sufficiently to warrant a wage rate review.
- (f) When the HR Designate and the UJEC agree that the job has permanently changed sufficiently to warrant a wage rate review, or the Employer reaches this conclusion on its own accord under sub-section 27.04 (d) in the absence of a meeting, the Employer shall draft a changed job description for the applicable job and forward this changed job description to the UJEC.

Thereafter, the procedures for finalizing the matter as set out in Article 27.03 shall apply, as applicable.

- (g) Pay retroactivity in the case of employee initiated reviews under this article 27.04 shall apply as at the date the Reconsideration Form was received by the HR Designate.
- (h) When the HR Designate and the UJEC do not agree that a job has permanently changed sufficiently to warrant a wage rate review, or the Employer reaches this conclusion on its own accord under sub-section (d) in the absence of a meeting, or the Parties are unable to agree on the actual changes that have taken place in the position, the question may be resolved through arbitration pursuant to Article 27.06 at the request of

either Party.

27.05 Reconsideration Procedure

- (a) Within twenty (20) working days of receipt of the Advice of Rating Form, the incumbent(s) or the supervisor(s) may request reconsideration of the job rating by completing and submitting a Reconsideration Form stating the reason(s) for disagreeing with the rating of the job.
- (b) The incumbent(s) and the supervisor(s) may make presentations to a joint meeting of the HR Designate/UJEC Members
- (c) The HR Designate/UJEC Members shall consider the reconsideration request and make a decision which shall be final and binding upon the Parties and all employees affected.
- (d) The rating of the job shall determine the pay grade for the job.
 - i. If the pay grade of the job increases as a result of the review, such increases shall be paid to each incumbent effective the date stamp on the Reconsideration Form.
 - ii. If the pay grade of the job decreases as a result of the review, the incumbent(s) shall be red-circled and shall continue to be paid at the red-circled wage rate notwithstanding the implementation of the new schedule for the position; and further that the “red-circling” wage protection shall cease when the position is filled by another person, or the wage rate under the new schedule that would be paid to the incumbent(s) is equal to or greater than the “red-circled” rate.
- (a) The HR Designate/UJEC shall inform both the incumbent(s) and the supervisor(s) of its decision using the Review Decision Form.

27.06 Arbitration

- (a) (name to be agreed upon after the completion of bargaining) shall serve as the arbitrator for all arbitrations that arise under this Article 27, provided that the Parties may mutually agree on a replacement arbitrator.
- (b) The arbitrator’s jurisdiction under this Article 27 is limited as follows:
 - i. To determine whether a permanent and substantial change has been made to a job having an established job description, and if so, whether such change is sufficient to warrant a change in the rate of pay for that job. The arbitrator has the authority to determine that a change in any one factor is a substantial change

to a job.

If the arbitrator answers these questions in the affirmative, the arbitrator then has the jurisdiction to establish the final rate to apply to the permanently and substantially changed job in accordance with subsection (ii) below.

- ii. To determine wage rates solely on the basis of the JE Plan, unless the Parties mutually agree otherwise.

In applying the JE Plan, the arbitrator is bound by the existing negotiated wage curve, unless the Parties mutually agree otherwise.

The Parties shall ensure that the arbitrator is made fully conversant with the JE Plan before any arbitration where they will be required to establish a wage rate.

- iii. To ensure that the capabilities that the Employer requires in a new/changed job description are bona fide and job related.
- (c) Arbitrations under this Article 27 shall be expedited. The parties shall proceed by way of submissions to the arbitrator, including rebuttal submissions, rather than calling sworn testimony. No lawyers shall be involved and no legal authorities shall be permitted. In cases where wage rates are to be established, no external comparisons shall be permitted, unless the Parties mutually agree otherwise. And, the arbitrator shall make their decision as quickly as possible after hearing the matter.
 - (d) The Parties shall be responsible for all of their own costs and one-half (½) the cost of the professional fees and expenses of the arbitrator.

27.07 Temporary Changes to Jobs Having an Established Job Description

- (a) Where used in this Article 27, a “permanent change” to a job having an established job description means a change that will be ongoing indefinitely into the future.
- (b) Temporary changes to jobs having established job descriptions are not covered by this Article 27, save and except that such temporary changes shall be discussed by the HR Designate and the UJEC, with a view to establishing mutually agreeable terms and conditions governing each such change. “Temporary changes” to job descriptions shall not exceed ninety (90) calendar days except by mutual agreement of the Parties.

27.08 Time Limits

All time limits set out in this Article 27 may be extended by the mutual agreement of the Parties. Requests for extensions shall not be unreasonably denied.

27.09 Red-Circling of Wage Rates

When the final wage rate for any job decreases as a result of this Article 27, the incumbent(s) shall be “red-circled” and shall continue to be paid at the “red-circled” wage rate. This “red-circled” wage rate shall not be increased by any negotiated general wage increase. When the standard negotiated rate for the position is the same or greater than the “red-circled” rate, the employee’s rate protection will cease and the employee shall be paid the standard negotiated rate for the job in question.

27.10 Definitions

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

Benchmark Jobs	“Sample Jobs” which represent a selection of jobs chosen from the classifications covered by the Plan. These are used as a basis for comparison under the Job Evaluation Plan.
Factors	The four (4) major criteria used to measure jobs are skill, effort, responsibility and working conditions.
Incumbent	An employee assigned to a job.
Job Analysis	The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility and working conditions involved in the performance of that job, through the use of questionnaires, interviews and workplace observation.
Job Analysis & Maintenance Questionnaire(s)	The tool(s) used to collect and record job data which forms part of the job related documents.
Job Description	The written description of a job which includes a summary and a listing of the major duties and responsibilities.

Job Evaluation	A process which measures the value of jobs in relation to each other; this value is expressed in points.
New Job	A job which is added to the workforce where work is sufficiently different from work currently being performed in the workplace that it cannot be assigned to an existing job.
Out-of-Schedule Rate	A pay rate that is in excess of the maximum rate determined through the Job Evaluation Plan program. This rate is established for a specific purpose and normally for a specified period of time.
Pay Grade	A designated salary range within the salary schedule including increment, if any.
Position	A collection of duties and responsibilities assigned to one (1) person.
Rating	The process of relating the facts contained in the job documents to the Job Evaluation Plan and selecting the factor degree levels judged to be appropriate.
Rating Sheet	Records the facts and rationale for the degree levels assigned to each subfactor for each job.
Reclassification	A significant change in the skill, effort, responsibilities or working conditions of a job which may or may not affect its value or pay rate.
Red-Circled Rate	The wage rate that is higher than the newly established wage rate.
Sore-Thumbing	The process of making an objective comparison of a rating decision made by the Committee to previous rating decisions of similar and/or related positions. Comparisons may be performed by subfactors or total points.
Total Point Allocation	The total point allocation shall be used to determine the salary range for the jobs. Salary ranges are provided in the Collective Agreement.

ARTICLE 28 – EMPLOYEE BENEFITS

28.01 Employee Benefits

- (a) All benefit plans coverages, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefit plans as amended from time-to-time. Any descriptions in this Agreement are provided for the purpose of general information.
- (b) This Article 28.01 applies to:
 - i. All full-time employees are eligible for all benefits in this Article.
 - ii. All part-time employees are eligible for benefits as outlined in Article 1.04.
 - iii. An employee who chooses not to participate in compulsory benefit plans may do so providing the provide proof of coverage elsewhere.
- (c) Coverage under the benefit plans shall begin at the beginning of the work month following the month in which the employee commences work, except for Group Life and Accidental Death and Dismemberment plans which shall begin on the day the employee commences work.
- (d) The Employer shall pay one hundred percent (100%) of the premiums for the Employee Benefit Plans in Article 28.02.
- (e) Part-time employees who choose not to participate in benefit plans will not receive any in-lieu payment nor will their remaining in-lieu percentage be adjusted.
- (f) In the event of changes being made to the benefit plan contract(s), or upon request of the Union, the Employer agrees to provide a copy of each benefit plan contract(s) to the Union, within thirty (30) days of such change or request being made.
- (g) The Employer shall not reduce the coverage or level of any benefit listed in Article 28.02 without the written consent of the Union.

28.02 Employee Benefit Plans

Employee benefit plans shall include the following:

- (a) Medical Services Plan;
- (b) Extended Health Benefits Plan;
- (c) Dental Insurance Plan;

- (d) Group Life Insurance and Accidental Death & Dismemberment Plans;
- (e) Short Term Disability;
- (f) Long Term Disability.

28.03 Employee Family Assistance Program

The Parties recognize the success of the Employee Family Assistance Program (EFAP) and the assistance of Union EFAP Representatives in the workplace. The Employer agrees to continue to fund an EFAP program and in addition to this:

- (a) The Employer and the Union agree to the formation of an EFAP committee comprised of two (2) Employer appointed representatives and two (2) Union appointed representatives. The responsibility of this committee will be to review and mutually agree to the services covered and provided by the EFAP.
- (b) The committee will meet at regularly scheduled intervals three (3) times per year.
- (c) Time spent at committee meetings will be at the Employer's cost for the representatives in (a).

ARTICLE 29 – SAFETY AND HEALTH

29.01 Pay for Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home, shall receive payment for the remainder of the day in which the employee is injured provided that the employee completes the WorkSafeBC report on the injury.

29.02 WorkSafeBC Regulations

No person shall carry out, or cause to be carried out, any work process or operate or cause to be operated, any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

29.03 Occupational Health and Safety Committee

- (a) The Joint Occupational Health and Safety Committee membership will be in accordance with the Workers' Compensation Act.
- (b) The Committee will function in accordance with the Workers'

Compensation Act and Occupation Health and Safety Regulations, and will participate in developing a program to reduce risk of occupational injury or illness.

- (c) Employees who are representatives of the Committee shall not suffer any loss of pay for time spent on the business of the Committee.
- (d) Committee meetings shall be scheduled during normal working hours.

ARTICLE 30 – TECHNOLOGICAL AND OTHER CHANGES

30.01 Technological Change

The Employer and the Union acknowledge that technological change could occur from time-to-time and when such change occurs, the Parties mutually agree to discuss the matter at the Joint Labour/Management Committee. Should no agreement be reached the provisions of Article 12, commencing at Step 3 and Article 13 of this Agreement, may be invoked.

30.02 No Layoffs

It is agreed and understood that employees shall not be laid off as a result of technological change until the provisions of Article 30.01 have been complied with.

30.03 No Stoppage of Work

The decision reached through the procedure as outlined in Article 30.01 of this Agreement shall be conclusive and binding, and there shall be no stoppage of work.

30.04 Computer Upgrading and Programs

In the event the Employer upgrades computer hardware or software, the Employer agrees to consult with the employees affected. In addition, employees shall receive training on the new systems and programs.

ARTICLE 31 – JOB SECURITY

31.01 Contracting Out

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of

such employees pursuant to Article 17.01 (a), or which would result in the failure to recall laid off employees with recall rights.

31.02 Unionized Employers

The Employer shall endeavour at all times to contract out work to Unionized employers.

31.03 Volunteers

- (a) The Employer agrees not to solicit volunteers to carry out any work presently performed by employees covered by the Agreement which would result in the laying off of such employees pursuant to Article 17.01 (a), or which would result in the failure to recall laid off employees with recall rights.
- (b) The Parties agree that all volunteer projects will undergo both a City and Union endorsement process. No project will proceed without the written endorsement of both Parties. A committee shall be established to discuss concerns which may prevent endorsement.

31.04 Minimum Staffing

In order to provide job security for full-time employees of the City, the Employer agrees that no fewer than seventy-six (76) full-time employees will be employed by the City in classifications in Schedules "A" and "B" combined.

ARTICLE 32 – N/A

ARTICLE 33 – UNIFORM AND CLOTHING ALLOWANCE

33.01 Protective Clothing

- (a) Coveralls shall be issued to all Operational Services employees including but not limited to the following:

- Transfer Site
- Sewer
- Waterworks
- Parks
- Mechanics
- Roads
- Recreation Facility Maintenance Workers
- Recreation Facility Utility Maintenance

- (b) Gloves shall be issued to all Operational Services employees, including but not limited to the following:

Transfer Site
Sewer
Waterworks
Parks
Mechanics
Roads
Civic Properties
Wharfinger
Poundkeepers/Bylaw Enforcement Officers
Civic Technologists
Recreation Facility Janitors
Recreation Facility Maintenance Workers
Recreation Facility Utility Maintenance
Recreation Maintenance Supervisor

- (c) Uniforms shall be issued to the following:

Transit
Civic Properties Janitors
Poundkeepers/Bylaw Enforcement Officers
Wharfinger
Recreation Facility Janitors
Recreation Facility Maintenance Workers
Recreation Facility Utility Maintenance
Recreation Maintenance Supervisor

And any other position required by the Employer.

- (d) Smocks shall be provided in the Municipal office for the use of personnel when operating duplicating machines.
- (e) The cleaning of protective clothing supplied by the Employer and worn by personnel in sanitation, tar truck, tar pot, parks, cement shed and in the manufacture of manholes, Equipment Operators, Municipal garage, Municipal office staff, arena and Civic Properties Janitors shall be at the expense of the Employer.
- (f) The articles of clothing shall remain the property of the Employer and shall be issued only to those employees qualified in this Section. The employee is required to use reasonable precaution in the use of said garments and shall be responsible for loss or destruction of same directly attributable to any act of negligence on the employee's part.

- (g) Where uniforms or articles of clothing are mandatory by the WorkSafeBC or by Municipal request, the Employer shall supply, maintain and clean, provided however that footwear shall only be supplied at the arena and incinerator operations if and when required.
- (h) Effective May 20, 2015, the Employer will reimburse an employee for fifty five percent (55%) of the cost of one (1) pair of safety footwear, rubber boots and raingear, per calendar year, provided it is required on the job. Part-time employees shall receive reimbursement upon successful completion of their probation period.
- (i) Where hardened eye glass lenses are required for safety reasons, the Employer will pay one hundred percent (100%) of the cost of the hardening of the lenses.
- (j) Effective May 20, 2015, the Employer shall provide a bathing suit allowance of one hundred dollars (\$100.00) annually to Aquatics staff. Part-time employees shall receive reimbursement upon successful completion of their probation period.

ARTICLE 34 – GENERAL CONDITIONS

34.01 Bulletin Boards

Bulletin boards shall be supplied by the Employer as required. The Employer, in co-operation with the Union, shall determine the location of the bulletin boards.

ARTICLE 35 – GENERAL

35.01 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the Party or Parties hereto so require.

35.02 Department Head or Human Resources Director

Whenever reference is made in this Collective Agreement to “department head” or “Human Resources Director”, it is considered that in their absence their delegates shall possess the same power and authority to act on their behalf.

35.03 Certification and Recertification

If an employee attends education or upgrading courses related to employment at the request of the Employer, the Employer shall cover fees and costs incurred and the employee shall suffer no loss of pay.

Employees who are required to be certified in their jobs shall be reimbursed for the fees paid for exams and fees paid for recertification, to maintain their status, and will be granted leave of absence without loss of pay to take the exam. If taking a course is a pre-condition to take the exam and/or to be recertified, the employee will be reimbursed for the course fees and will be granted leave of absence without loss of pay to take the course.

35.04 Proof of Illness

Medical certificates may be required by the Employer at any time to substantiate an employee's inability to perform the duties of the employee's position, or to certify that an employee is fit to return to work after an illness or injury and is fit to perform the duties of their position.

The Employer agrees to pay the cost of Employer required medical certificates which shall include:

- Return to work/confirmation of illness questionnaires/assessments
- Life Insurance Waiver of Premium questionnaires
- Short term disability required medical certificates.

35.05 Medical Examinations

The Parties agree that the Employer and/or any other governmental agencies may require employees to take a medical examination prior to and during employment, provided the examination is required as a condition of employment. The Employer shall pay for such examination.

ARTICLE 36 – TERM OF AGREEMENT

36.01 Duration

The terms and conditions of this Agreement shall be binding and remain in full force and effect from January 1, 2019 and shall expire on the 31st day of December 2023 and shall continue from year-to-year thereafter until a new Agreement is reached as provided for in the Statutes of the Province of British Columbia.

ARTICLE 37 – WAGE INCREASES

37.01 Wage Increases

- Effective January 1, 2019, all wages set out in Schedules “A”, “B”, “D” and “E” shall be increased by two percent (2%).
- Effective January 1, 2020, all wages set out in Schedules “A”, “B”, “D” and “E” shall be increased by two percent (2%).
- Effective January 1, 2021, all wages set out in Schedules “A”, “B”, “D” and “E” shall be increased by two percent (2%).
- Effective January 1, 2022, all wages set out in Schedules “A”, “B”, “D” and “E” shall be increased by two percent (2%).
- Effective January 1, 2023, all wages set out in Schedules “A”, “B”, “D” and “E” shall be increased by two-point-five percent (2.5%).

IN WITNESS WHEREOF the corporate Seal of the City of Powell River has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union, the day and year first above written.

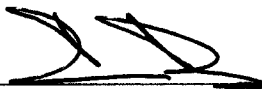
Dated this 8 day of march, 2021 in the City of Powell River, B.C.

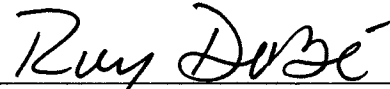
Signed for the City of Powell River

Signed for the Canadian Union of Public
Employees, Local No. 798


Dave Formosa
Mayor


Graham Tonks
President


Russell Brewer
Chief Administrative Officer


Ray Dubé
Vice-President

SCHEDULE "A" – HOURLY RATES

	Jan. 1 2019	Jan. 1 2020	Jan. 1 2021	Jan. 1 2022	Jan. 1 2023
	2.0%	2.0%	2.0%	2.0%	2.5%
ADMINISTRATION					
Administration Office Clerk	28.05	28.61	29.18	29.76	30.50
Administration Office Secretary ‡	24.75	25.25	25.76	26.28	26.94
HR & Administration Assistant	25.86	26.38	26.91	27.45	28.14
Human Resources Clerk	32.45	33.10	33.76	34.44	35.30
Poundkeeper/Bylaw Enforcement Officer	30.23	30.83	31.45	32.08	32.88
Poundkeeper/Bylaw Enforcement Officer - Assistant	29.14	29.72	30.31	30.92	31.69
Receptionist - City Hall *	25.82	26.34	26.87	27.41	28.10
Records Assistant	24.75	25.25	25.76	26.28	26.94
Records Clerk *	26.95	27.49	28.04	28.60	29.32
Records Management Clerk	32.45	33.10	33.76	34.44	35.30
ECONOMIC DEVELOPMENT					
Communication Coordinator	33.82	34.50	35.19	35.89	36.79
Economic Development Clerk	28.05	28.61	29.18	29.76	30.50
ENGINEERING SERVICES					
CAD/GIS Technician	30.23	30.83	31.45	32.08	32.88
Civil/Survey Engineering Technologist *	30.23	30.83	31.45	32.08	32.88
Engineering Administration Clerk	29.14	29.72	30.31	30.92	31.69
Engineering Technologist	37.95	38.71	39.48	40.27	41.28
Head Surveyor *	30.23	30.83	31.45	32.08	32.88
Instrument person/Draftsperson *	29.14	29.72	30.31	30.92	31.69
Technical Manager *	34.63	35.32	36.03	36.75	37.67
Technologist - Sanitary & Storm Sewers *	37.95	38.71	39.48	40.27	41.28
Technologist - Water Systems & Roads *	37.95	38.71	39.48	40.27	41.28
FINANCIAL SERVICES					
Accounting Clerk - Cashier	29.14	29.72	30.31	30.92	31.69
Accounting Clerk - General	32.45	33.10	33.76	34.44	35.30
Accounting Clerk - Payable	32.45	33.10	33.76	34.44	35.30
Accounting Clerk – Payroll ‡	-	30.83	31.45	32.08	32.88
Accounting Clerk - Receivable	32.45	33.10	33.76	34.44	35.30
Accounting Clerk I *	28.05	28.61	29.18	29.76	30.50
Asset Management Accountant *	34.64	35.33	36.04	36.76	37.68
Cashier Clerk-Typist *	29.14	29.72	30.31	30.92	31.69
Finance Administration Clerk	29.14	29.72	30.31	30.92	31.69

	Jan. 1 2019 2.0%	Jan. 1 2020 2.0%	Jan. 1 2021 2.0%	Jan. 1 2022 2.0%	Jan. 1 2023 2.5%
Financial Services Accounting Clerk/Cashier *	26.95	27.49	28.04	28.60	29.32
Financial Services Accounting Clerk- Cashier/Secretary *	26.95	27.49	28.04	28.60	29.32
IT Technician	31.33	31.96	32.60	33.25	34.08
Payroll Clerk *	29.14	29.72	30.31	30.92	31.69
Purchasing Clerk *	26.95	27.49	28.04	28.60	29.32
Secretary *	26.95	27.49	28.04	28.60	29.32
Senior Accountant	42.05	42.89	43.75	44.63	45.75
Senior Clerk - Payroll	33.82	34.50	35.19	35.89	36.79
Senior Clerk - Property Tax/Utilities	30.23	30.83	31.45	32.08	32.88
PLANNING SERVICES					
Assistant Planner *	36.82	37.56	38.31	39.08	40.06
Building and Licensing Clerk	28.05	28.61	29.18	29.76	30.50
Building/Plumbing Inspector	39.32	40.11	40.91	41.73	42.77
Building/Plumbing Inspector I ‡	36.58	37.31	38.06	38.82	39.79
Building/Plumbing Inspector I Trainee ‡	32.45	33.10	33.76	34.44	35.30
Development Clerk - Building/Licensing *	31.35	31.98	32.62	33.27	34.10
Development Services Coordinator *	31.35	31.98	32.62	33.27	34.10
Operational/Development Services Secretary *	28.05	28.61	29.18	29.76	30.50
Planning Assistant	31.33	31.96	32.60	33.25	34.08
Planning Clerk	28.05	28.61	29.18	29.76	30.50
Planning Licensing Assistant *	24.75	25.25	25.76	26.28	26.94
R.R.A.P. Coordinator *	28.32	28.89	29.47	30.06	30.81
Senior Planner	42.05	42.89	43.75	44.63	45.75
Social Planner ‡	42.05	42.89	43.75	44.63	45.75
Sustainability Planner ‡	42.05	42.89	43.75	44.63	45.75
OPERATIONAL SERVICES					
Operational Services Secretary	29.14	29.72	30.31	30.92	31.69
R.C.M.P.					
Detachment Clerk	30.23	30.83	31.45	32.08	32.88
Dispatch Clerk	29.14	29.72	30.31	30.92	31.69
Records Management Clerk	31.33	31.96	32.60	33.25	34.08
Secretary	29.14	29.72	30.31	30.92	31.69

	Jan. 1 2019 2.0%	Jan. 1 2020 2.0%	Jan. 1 2021 2.0%	Jan. 1 2022 2.0%	Jan. 1 2023 2.5%
RECREATION COMPLEX					
Aquatic Program Coordinator *	35.20	35.90	36.62	37.35	38.28
Aquatic Program Supervisor	35.20	35.90	36.62	37.35	38.28
Booking Clerk	28.05	28.61	29.18	29.76	30.50
Community Recreation Program Coordinator	32.45	33.10	33.76	34.44	35.30
Fitness Programmer *	28.05	28.61	29.18	29.76	30.50
Head Lifeguard	33.82	34.50	35.19	35.89	36.79
Head Receptionist ‡	26.96	27.50	28.05	28.61	29.33
Health & Fitness Program Coordinator	32.45	33.10	33.76	34.44	35.30
Parks, Recreation and Culture Clerk ‡	26.96	27.50	28.05	28.61	29.33
Receptionist I	24.75	25.25	25.76	26.28	26.94
Receptionist II	24.75	25.25	25.76	26.28	26.94
Recreation Facilities Coordinator *	29.14	29.72	30.31	30.92	31.69
Recreation Office Coordinator	33.82	34.50	35.19	35.89	36.79
Recreation Program Coordinator *	30.23	30.83	31.45	32.08	32.88
Recreation Programmer *	28.05	28.61	29.18	29.76	30.50
Recreation Services Supervisor ‡	37.95	38.71	39.48	40.27	41.28
Secretary *	28.05	28.61	29.18	29.76	30.50
Sport & Recreation Program Coordinator	32.45	33.10	33.76	34.44	35.30
MISCELLANEOUS					
Clerk Stenographer *	27.36	27.91	28.47	29.04	29.77
Clerk Typist *	26.95	27.49	28.04	28.60	29.32

* indicates that a job evaluation has not been done since prior to July 7, 2016

‡ indicates a new job that has not yet been rated via job evaluation at the time of printing

SCHEDULE "B" – HOURLY RATES

	Jan. 1 2019	Jan. 1 2020	Jan. 1 2021	Jan. 1 2022	Jan. 1 2023
	2.0%	2.0%	2.0%	2.0%	2.5%
LABOURER I *	25.83	26.35	26.88	27.42	28.11
- first 12 months - Civic Properties					
GENERAL LABOURER II	26.96	27.50	28.05	28.61	29.33
- Civic Properties					
- Roads					
- Sanitary Sewer					
- Waterworks					
LABOURER III *	26.96	27.50	28.05	28.61	29.33
(a) Cemetery Caretaker					
(b) Swampers - Garbage or Heavy Equipment					
(c) Small Equipment					
EQUIPMENT OPERATORS					
Equipment Operator I - less than 1 yard *	29.14	29.72	30.31	30.92	31.69
Operational Services Equipment Operator II	31.33	31.96	32.60	33.25	34.08
CIVIC PROPERTIES					
Janitor I	25.86	26.38	26.91	27.45	28.14
Janitor II	26.96	27.50	28.05	28.61	29.33
Janitor III	28.05	28.61	29.18	29.76	30.50
Maintenance Worker *	28.05	28.61	29.18	29.76	30.50
Trades I - Carpenter *	30.23	30.83	31.45	32.08	32.88
Trades I - General	29.14	29.72	30.31	30.92	31.69
Trades I - Painter *	30.23	30.83	31.45	32.08	32.88
Trades II - Carpentry	35.20	35.90	36.62	37.35	38.28
Trades II - Painter/Maintenance *	31.35	31.98	32.62	33.27	34.10
FINANCE					
Accounting Clerk - Payroll/Timekeeper	30.23	30.83	31.45	32.08	32.88
Assistant Storekeeper/Timekeeper *	26.22	26.74	27.27	27.82	28.52
Storekeeper	31.33	31.96	32.60	33.25	34.08
Storekeeper/Timekeeper I *	26.95	27.49	28.04	28.60	29.32
Storekeeper/Timekeeper II *	28.05	28.61	29.18	29.76	30.50

	Jan. 1 2019	Jan. 1 2020	Jan. 1 2021	Jan. 1 2022	Jan. 1 2023
	2.0%	2.0%	2.0%	2.0%	2.5%
MECHANICS					
Trades I *	30.23	30.83	31.45	32.08	32.88
Trades II	36.58	37.31	38.06	38.82	39.79
Trades II - Transit	36.58	37.31	38.06	38.82	39.79
PARKS					
Parks Equipment Operator I	29.14	29.72	30.31	30.92	31.69
Parks Equipment Operator II	29.14	29.72	30.31	30.92	31.69
Gardener I	30.23	30.83	31.45	32.08	32.88
Irrigation/Turfgrass Technician	30.23	30.83	31.45	32.08	32.88
Parks Labourer II	26.96	27.50	28.05	28.61	29.33
RECREATION COMPLEX					
Janitor *	26.95	27.49	28.04	28.60	29.32
Recreation Facilities Chief Engineer	36.58	37.31	38.06	38.82	39.79
Recreation Facilities Maintenance Worker I	26.96	27.50	28.05	28.61	29.33
Recreation Facilities Maintenance Worker II	28.05	28.61	29.18	29.76	30.50
Recreation Facilities Maintenance Worker III	30.23	30.83	31.45	32.08	32.88
ROADS					
Roads Maintainer I	28.05	28.61	29.18	29.76	30.50
Roads Maintainer II	30.23	30.83	31.45	32.08	32.88
Roads Maintainer III	32.45	33.10	33.76	34.44	35.30
Sign Manufacturer *	28.05	28.61	29.18	29.76	30.50
Sign Manufacturing Assistant *	25.82	26.34	26.87	27.41	28.10
SEWER					
Sewer Maintainer I	29.14	29.72	30.31	30.92	31.69
Sewer Maintainer II	32.45	33.10	33.76	34.44	35.30
Treatment Plant Operator I - Membrane Cleaner	28.05	28.61	29.18	29.76	30.50
Treatment Plant Operator I - Pump Stations	28.05	28.61	29.18	29.76	30.50
Treatment Plant Operator I - Sludge Press	28.05	28.61	29.18	29.76	30.50
Treatment Plant Operator I *	28.05	28.61	29.18	29.76	30.50
Treatment Plant Operator II	35.20	35.90	36.62	37.35	38.28
Treatment Plant Operator III	39.32	40.11	40.91	41.73	42.77

	Jan. 1 2019	Jan. 1 2020	Jan. 1 2021	Jan. 1 2022	Jan. 1 2023
	2.0%	2.0%	2.0%	2.0%	2.5%
TRUCK DRIVERS					
Truck Driver I - 1 ton & under *	25.82	26.34	26.87	27.41	28.10
Truck Driver III - tandem, tar truck *	26.95	27.49	28.04	28.60	29.32
Truck Driver IV - Transit	28.05	28.61	29.18	29.76	30.50
Truck Driver V - Sweeper	30.23	30.83	31.45	32.08	32.88
Truck Driver VI - Garbage/Recycling	29.14	29.72	30.31	30.92	31.69
WATERWORKS					
Assistant Waterworks Maintenance Technician III	36.58	37.31	38.06	38.82	39.79
Utilities Fitter	29.14	29.72	30.31	30.92	31.69
Utilities Labourer II	28.05	28.61	29.18	29.76	30.50
Waterworks Maintenance Technician I	30.23	30.83	31.45	32.08	32.88
Waterworks Maintenance Technician II	32.45	33.10	33.76	34.44	35.30
Waterworks Maintenance Technician III	39.32	40.11	40.91	41.73	42.77
SUPERVISORS					
Civic Properties	39.32	40.11	40.91	41.73	42.77
Mechanics	39.32	40.11	40.91	41.73	42.77
Parks	39.32	40.11	40.91	41.73	42.77
Recreation Maintenance	37.95	38.71	39.48	40.27	41.28
Roads	37.95	38.71	39.48	40.27	41.28
Sanitary Sewer	39.32	40.11	40.91	41.73	42.77
Transit	36.58	37.31	38.06	38.82	39.79
Waterworks	37.95	38.71	39.48	40.27	41.28
COORDINATORS					
Public Works *	39.06	39.84	40.64	41.45	42.49
Transportation *	39.06	39.84	40.64	41.45	42.49
MISCELLANEOUS					
Inflow & Infiltration Technician *	29.14	29.72	30.31	30.92	31.69
Occupational Health and Safety Coordinator	33.82	34.50	35.19	35.89	36.79
Swamper Tar Truck *	25.82	26.34	26.87	27.41	28.10
Tradesman Assistant *	26.90	27.44	27.99	28.55	29.26
Transfer Station Operator *	29.14	29.72	30.31	30.92	31.69
Transfer Station Operator Assistant *	28.05	28.61	29.18	29.76	30.50
Wharfinger	31.33	31.96	32.60	33.25	34.08

* indicates that a job evaluation has not been done since prior to July 7, 2016

‡ indicates a new job that has not yet been rated via job evaluation at the time of printing

SUPERVISORY RATES

A Leadhand will be paid the Leadhand's rate for the full day PROVIDED that they have three (3) or more employees working under the Leadhand for the first four (4) hours of the day.

Leadhands - 3 pay grades above highest rate on the job. Such rate shall include all bonuses for shift differentials for hours worked.

DEFINITION OF "PAY GRADE"

Wherever in this Agreement the term "pay grade" is used to determine a further additional rate of pay for a job performed, it shall mean the current difference between Labourer I and Labourer II after twelve (12) months as outlined in Schedule "B".

SPECIAL RATES

- (a) All trucks when snow plowing - 2 pay grades above normal rate.
- (b) When blasting - Trades II rate (minimum 4 hours)
- (c) Ammonia charging - Trades II rate (minimum 4 hours)
- (d) Tree falling - Trades II rate (this shall exclude tree topping and dangerous trees).
- (e) Pesticide Applicator - 3 pay grades above normal rate.
- (f) Sand blasting - 2 pay grades above normal rate.
- (g) When assigned to work directly with helicopter - 3 pay grades above normal rate.

FIRST AID RATES

Where the employee is appointed as a first aid attendant, they shall receive the following premiums:

- Level 1 – 1 paygrade above normal rate.
- Level 2 – 2 paygrades above normal rate.
- Level 3 – 3 paygrades above normal rate.

SCHEDULE "D" – HOURLY RATES

	Jan. 1 2019 2.0%	Jan. 1 2020 2.0%	Jan. 1 2021 2.0%	Jan. 1 2022 2.0%	Jan. 1 2023 2.5%
Airport Coordinator ‡	31.33	31.96	32.60	33.25	34.08
Assistant Wharfinger	26.96	27.50	28.05	28.61	29.33
Bus Washer	22.54	22.99	23.45	23.92	24.52
Clerical Assistant *	14.25	14.54	14.83	15.13	15.51
Courier ‡	22.54	22.99	23.45	23.92	24.52
Disc Jockey *	14.25	14.54	14.83	15.13	15.51
Doorperson *	15.37	15.68	15.99	16.31	16.72
Economic Development Secretary **	26.95	27.49	28.04	28.60	29.32
Engineering Services Office Clerk **	24.75	25.25	25.76	26.28	26.94
Facility Host	24.75	25.25	25.76	26.28	26.94
Finance Clerk	26.96	27.50	28.05	28.61	29.33
Fitness Instructor - General	26.96	27.50	28.05	28.61	29.33
Fitness Instructor - Specific	26.96	27.50	28.05	28.61	29.33
Fitness Programmer **	26.95	27.49	28.04	28.60	29.32
Food Services Coordinator **	28.05	28.61	29.18	29.76	30.50
Front of House Coordinator *	18.76	19.14	19.52	19.91	20.41
Graphic Artist *	19.84	20.24	20.64	21.05	21.58
HR and Administration Assistant	25.86	26.38	26.91	27.45	28.14
Incinerator Helper *	20.94	21.36	21.79	22.23	22.79
Leisure Programmer **	29.14	29.72	30.31	30.92	31.69
Parking Attendant *	14.25	14.54	14.83	15.13	15.51
Parks Labourer II Seasonal *	25.82	26.34	26.87	27.41	28.10
Parks Student Labourer	23.64	24.11	24.59	25.08	25.71
Personal Trainer - General	25.85	26.37	26.90	27.44	28.13
Personal Trainer - Specific	31.33	31.96	32.60	33.25	34.08
Pound Assistant *	16.49	16.82	17.16	17.50	17.94
Pound/Bylaw Assistant **	26.95	27.49	28.04	28.60	29.32
R.C.M.P. Dispatcher *	21.06	21.48	21.91	22.35	22.91
R.C.M.P. Guard	25.85	26.37	26.90	27.44	28.13
Receptionist I	24.75	25.25	25.76	26.28	26.94
Receptionist II	24.75	25.25	25.76	26.28	26.94
Records Assistant	24.75	25.25	25.76	26.28	26.94
Recreation Instructor - Advanced - Level II – Arts *	19.84	20.24	20.64	21.05	21.58
Recreation Instructor - Advanced - Level II – Fitness *	22.11	22.55	23.00	23.46	24.05
Recreation Instructor - Advanced - Level II – Sports *	20.99	21.41	21.84	22.28	22.84

Recreation Instructor - Fitness Level I *	18.76	19.14	19.52	19.91	20.41
Recreation Program Leader *	17.63	17.98	18.34	18.71	19.18
Safety Administration Clerk	25.85	26.37	26.90	27.44	28.13
Senior Program Attendant *	19.84	20.24	20.64	21.05	21.58
Skate Patrol *	16.49	16.82	17.16	17.50	17.94
Skate Shop Attendant	24.75	25.25	25.76	26.28	26.94
Snack Bar Attendant I *	17.63	17.98	18.34	18.71	19.18
Snack Bar Attendant II *	20.99	21.41	21.84	22.28	22.84
Special Area Coordinator - Leisure Friend *	18.76	19.14	19.52	19.91	20.41
Special Area Coordinator - Volunteers *	19.84	20.24	20.64	21.05	21.58
Special Secretary *	-	-	-	-	-
Stagehand *	15.37	15.68	15.99	16.31	16.72
Theatre Technician I	24.75	25.25	25.76	26.28	26.94
Theatre Technician II	31.33	31.96	32.60	33.25	34.08
Treasury Cashier Clerk *	23.25	23.72	24.19	24.67	25.29
Usher*	14.25	14.54	14.83	15.13	15.51
Weigh Scale Operator *	18.76	19.14	19.52	19.91	20.41
Weight Room Attendant	24.75	25.25	25.76	26.28	26.94

* indicates that a job evaluation has not been done since prior to July 7, 2016

** indicates job evaluation was done based on banding schedule for Full-time and
 Regular
 Part-time

‡ indicates a new job that has not yet been rated via job evaluation at the time of
 printing

SCHEDULE “E” – HOURLY RATES

	Jan. 1 2019	Jan. 1 2020	Jan. 1 2021	Jan. 1 2022	Jan. 1 2023
	2.0%	2.0%	2.0%	2.0%	2.5%
AQUATIC STAFF					
Aquatic Staff I	25.85	26.37	26.90	27.44	28.13
Aquatic Staff II	25.85	26.37	26.90	27.44	28.13
Aquatic Staff III	29.14	29.72	30.31	30.92	31.69
Aquatic Staff IV *	23.40	23.87	24.35	24.84	25.46

NOTE:

Aquatic staff doing major clean up at night shall receive janitor rate of pay for hours so worked.

PROGRESSION THROUGH INCREMENTS FOR AQUATIC STAFF

Aquatic Staff I will automatically advance to Aquatic Staff II upon attainment of requirements for Aquatic Staff II

* indicates that a job evaluation has not been done since prior to July 7, 2016

MEMORANDUM OF AGREEMENT #1

BETWEEN:

City of Powell River

(the “Employer”)

AND:

CUPE Local 798

(the “Union”)

This Memorandum of Agreement is subject to the ratification by the members of the Union’s bargaining unit, and by Powell River City Council.

The Employer and the Union bargaining committees agree to recommend the terms set out in this Memorandum of Agreement to their respective principles, and to schedule the necessary meetings to ensure that their principles vote on the recommendations as soon as possible after the date on which this Memorandum of Agreement is signed.

Subject to such ratification, the new Collective Agreement between the Employer and the Union shall contain all items in the Collective Agreement that expires December 31st 2018 with the following amendments:

1. All agreed-to and signed-off “green sheet” items to be included.
2. Term: Amend Article 36.01 as follows:
 - **5 years January 1st, 2019-December 31st, 2023**
3. Amend Article 37.01 with the following general Wage Increases. General Wage increases shall be retroactive to the expiry of the January 1st, 2013-December 31st, 2018 Collective Agreement:
 - **January 1st 2019: 2%**
 - **January 1st 2020: 2%**
 - **January 1st 2021: 2%**
 - **January 1st 2022: 2%**
 - **January 1st 2023 2.5%**

4. **Benefit Modifications:**

- **Add Drug Card (Brand Name Drugs)**
- **Increase Vision Care from \$350 to \$600 per year with eye exam every 2 years**
- **Add Registered Councilor to extended Health (in addition to the Psychologist which is already covered.)**
- **Increase Paramedical Practitioner coverage from \$450 to \$750 per year.**
- **Increase Dental from 60% to 80% coverage**
- **Increase Dental Lifetime limit from \$3,000 to \$4,000**

5. **Renew, Delete, Move and Renumber the following Memorandum of Agreement and Letter of Understanding documents as follows:**

- **MOA#1: Renew**
- **MOA#2: Renew**
- **LOU#1: Delete**
- **LOU#2: Renew**
- **LOU#3: Delete**
- **LOU#4: The Parties agree to review during the preparation of the new Collective Agreement. If both Parties agree this LOU is redundant it shall be deleted, if either Party does not agree it shall be renewed.**
- **LOU#5: Renew**
- **LOU#6: Delete**
- **LOU#7: Renew**
- **LOU#8: Delete**
- **LOU#9 Move into the Collective Agreement and reflect in applicable Articles: Vacation (22), Medical Care Leave (23.05) and Discretionary Leave (24.15.)**
- **LOU#10: Renew**
- **LOU#11: Moved into the Collective Agreement as per sign off sheet.**
- **LOU#12: Moved into the Collective Agreement under Special Rates as per sign off sheet.**

Any Memorandum or Letter of Agreement not specifically mentioned above shall be considered renewed, unless specifically agreed to otherwise.

6. **The Employer agrees to pay the Union half (1/2) of the receipted cost of the printing of the new Collective Agreement to a maximum of five hundred (\$500) dollars.**

7. The parties have also agreed that, effective the date of ratification of this Collective Agreement, the following employees will be converted to full-time status in the identified departments:
- Kaitlyn Hurrie – Administration
 - Bryce Cuthbertson – Operational Services
 - Dustin Farrell – Operational Services
 - Russell Fontaine – Operational Services
 - Brett Green – Operational Services
 - Shawn Kosteriva – Operational Services
 - Craig Murray – Operational Services
8. The Parties agree to review and update Schedules A, B, and D (Wages and Classifications titles) during housekeeping.
9. Except as agreed to above all outstanding proposals are withdrawn on a without prejudice basis.
10. All amendments shall be effective the date of ratification of the parties' Memorandum of Agreement. Nothing in the revised Collective Agreement shall be retroactive except as specified above.

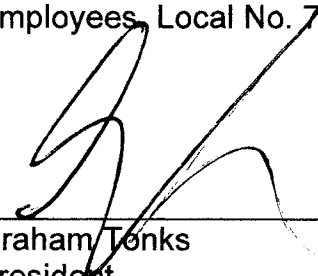
Dated this 8 day of March, 2021 in the City of Powell River, B.C.

Signed for the City of Powell River

Signed for the Canadian Union of Public
Employees, Local No. 798



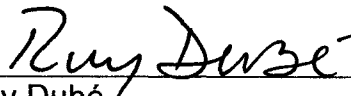
Dave Formosa
Mayor



Graham Tonks
President



Russell Brewer
Chief Administrative Officer



Ray Dubé
Vice-President

MEMORANDUM OF AGREEMENT - #2

BETWEEN:

City of Powell River

(the "Employer")

AND:

CUPE Local 798

(the "Union")

RE: ARTICLE 25.05 BASE RATE FORMULA

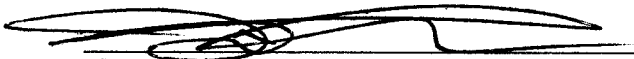
The Parties agree that Article 25.05 (Base Rate Formula) of the Collective Agreement shall be suspended and remain inoperative during the term of this Agreement and shall remain suspended and inoperative in all future Agreements unless and until the Parties agree to reactivate the Article by mutual agreement in writing.

This Memorandum of Agreement shall be attached to and form part of this Collective Agreement effective the date of signing of the Agreement.

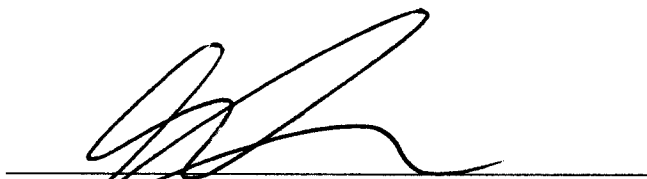
Dated this 8 day of March, 2021 in the City of Powell River, B.C.

Signed for the City of Powell River

Signed for the Canadian Union of Public
Employees, Local No. 798



Dave Formosa
Mayor



Graham Tonks
President



Russell Brewer
Chief Administrative Officer



Ray Dubé
Vice-President

MEMORANDUM OF AGREEMENT - #3

BETWEEN:

City of Powell River

(the “Employer”)

AND:

CUPE Local 798

(the “Union”)

RE: EMPLOYER-SPONSORED WORK DAY FOR UNION BUSINESS

When the CUPE Local 798 President is an employee of the City of Powell River, the Parties hereby agree that the Employer shall fund one (1) day per week for the President or designate to conduct Union business.

This funded workday shall be in addition to any workdays funded by the Union as outlined in Article 24.01, Section (c).

The Union business done on this day shall be to attend to labour relations matters for the employees of the City, and shall not be used for the purpose of supporting labour relations for Library and Regional District employees.

The priority for Union business on this day shall be meetings with the Employer on grievance and any other labour relations matters.

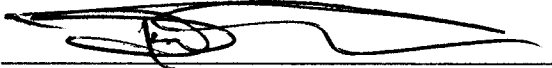
The workday for Union business shall be the same day each week; to be mutually decided upon between the Union President and their immediate Supervisor to best accommodate operational requirements. The Employer may elect to backfill the absent employee's position. The rate of pay for the Union President or designate for this day shall be their current rate of pay in their regular position.

This Memorandum of Agreement shall be attached to and form part of this Collective Agreement effective January 1, 2019,

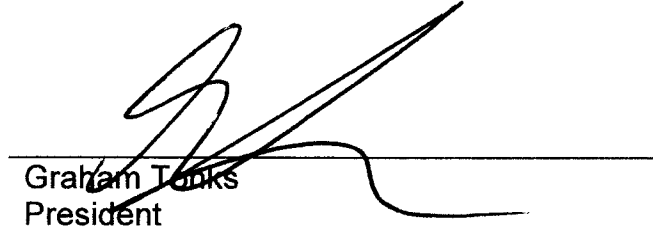
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Signed for the City of Powell River

Signed for the Canadian Union of Public
Employees, Local No. 798



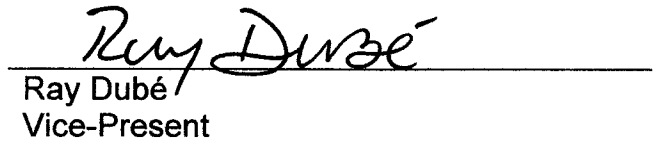
Dave Formosa
Mayor



Graham Tonks
President



Russell Brewer
Chief Administrative Officer



Ray Dubé
Vice-President

LETTER OF UNDERSTANDING #1

BETWEEN:

City of Powell River

(the “Employer”)

AND:

CUPE Local 798

(the “Union”)

RE: R.C.M.P. STAFF CHANGES OF HOURS

The Parties hereby agree to the following change to the hours of work for CUPE office staff working at the R.C.M.P. office:

Records Clerk Monday through Thursday, OR Tuesday Through Friday
7:45 a.m. – 5:00 p.m.
(1/2 hour unpaid lunch) 8.75 hours x 4 day work week = total 35 hours per week.

(Employee initiated shift changes must be mutually agreed between employees and approved by the Employer)

Detachment Clerk Monday through Thursday 7:45 a.m.- 5:00 p.m.
(1/2 hour unpaid lunch) 8.75 hours x 4 day work week = total 35 hours per week.

Dispatch Clerk Monday through Thursday 9:00 a.m. – 5:00 p.m.
(1 hour unpaid lunch) 7.0 hours x 5 day work week = total 35 hours per week.

Secretary Tuesday through Friday 7:45 a.m. – 5:00 p.m.
(1/2 hour unpaid lunch) 8.75 hours x 4 day work week = total 35 hours per week.

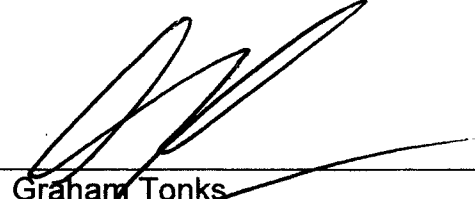
Dated this 8 day of March, 2021 in the City of Powell River, B.C.

Signed for the City of Powell River

Signed for the Canadian Union of Public
Employees, Local No. 798



Dave Formosa
Mayor



Graham Tonks
President



Russell Brewer
Chief Administrative Officer



Ray Dubé
Vice-President

LETTER OF UNDERSTANDING #2

BETWEEN:

City of Powell River

(the “Employer”)

AND:

CUPE Local 798

(the “Union”)

RE: PART-TIME BENEFITS ELIGIBILITY GUIDELINES

First Time Eligibility

Method 1

Employees who are given a regular schedule that meets the minimum weekly hours threshold* twenty-five or thirty (25 or 30) and that are reasonably expected to continue will be immediately rolled in the benefits plans. This includes temporary postings that last for nine (9) months or more, or combinations of temporary and part time postings that are reasonably expected to meet the minimum weekly hours for nine (9) months or more.

Method 2

- 1) The Employer will run a report on a quarterly basis (01 January, 01 April, 01 July, 01 October) to evaluate the working hours history of part-time who are not regularly scheduled, or whose regular schedule is less the minimum weekly hours.
- 2) Employees who have met the threshold for average minimum weekly hours over the nine (9) months preceding the report date will immediately be enrolled in the benefits plans.
- 3) The total hours for the nine (9) month period shall be divided by the number of “worked weeks” to calculate the average. The number of “worked weeks” shall not include:
 - Weeks where the employee was absent due to extended illness (supported by a doctor’s note)
 - The number of weeks corresponding to the vacation pay per cent % that the employee received during the year
 - Training for the Employer

- Time for Union business
 - Education leave as defined in the Collective Agreement
 - Family Responsibility Leave
 - Discretionary Leave
- 4) The month-to-month work history will be examined for employees who are within two (2) hours of minimum weekly hours to further investigate eligibility.

Ongoing Eligibility

- 1) It is the Employer's intent that employees enrolled in the benefits plans are to remain enrolled for a minimum one (1) year period.
- 2) Calculations of average weekly hours shall be made as in #3 above, with the exception that the consideration for vacation weeks shall be as per the entitlement defined for employees in Article 22.06 of the 2007-2009 Collective Agreement.
- 3) If on the anniversary date of their enrolment, an employee has not maintained the minimum weekly hours average *twenty-five or thirty (25 or 30) for the preceding nine (9) months, they will be removed from the benefits plans.
- 4) If an employee falls below twenty (20) hours a week for six (6) consecutive months, they will be removed from the benefits plans as claims will no longer be honoured by the insurance carrier at this point.
- 5) If an employee significantly changes their employment status (i.e. by taking a different posting with less hours, by taking a job with another employer necessitating a reduction in their hours with the City, or for indefinitely reducing their working hours by request, etc.) they may be removed from the benefits plans if they will be unable to maintain the minimum weekly hours.
- 6) Employees removed from the benefits plans for eligibility reasons will not have their eligibility re-evaluated by Method 2 for at least nine (9) months following their removal from the plan. (If they qualify by way of Method 1, they will be immediately enrolled again).
- 7) Part-time employees who are removed from the benefits plans and have accumulated paid vacations entitlements will have those entitlements paid out at the earliest opportunity.

NOTE: Where asterisk (*) is present before twenty-five or thirty (25 or 30), it is understood that twenty-five (25) refers to a thirty-five (35) hour work week, and thirty-

five (35) refers to a forty (40) hour work week.

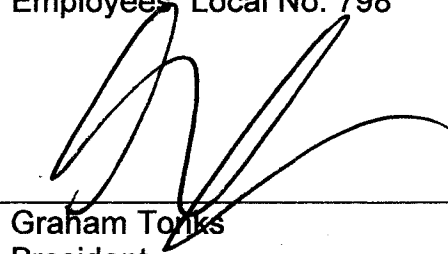
Dated this 8 day of March, 2021 in the City of Powell River, B.C.

Signed for the City of Powell River

Signed for the Canadian Union of Public
Employees, Local No. 798



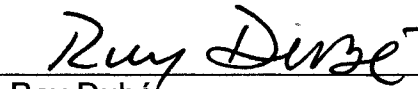
Dave Formosa
Mayor



Graham Tonks
President



Russell Brewer
Chief Administrative Officer



Ray Dubé
Vice-President

LETTER OF UNDERSTANDING #3

BETWEEN:

City of Powell River

(the "Employer")

AND:

CUPE Local 798

(the "Union")

RE: ALTERNATE SCHEDULE OF WORK FOR HEAD LIFEGUARD

In consideration of Article 18.04 (d), the Parties recognize that the shift schedule allows for a nine and one half hour (9.5) hour rest between shifts on Friday night and Saturday morning.

This letter of understanding has been made without prejudice and may be revoked by either party giving thirty (30) calendar days' written notice.

Dated this 8 day of March, 2021 in the City of Powell River, B.C.

Signed for the City of Powell River

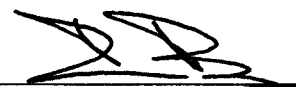
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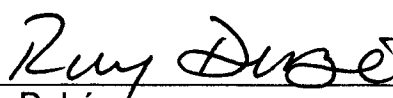
Dave Formosa
Mayor



Graham Tonks
President



Russell Brewer
Chief Administrative Officer



Ray Dubé
Vice-President

LETTER OF UNDERSTANDING #4

BETWEEN:

City of Powell River

(the “Employer”)

AND:

CUPE Local 798

(the “Union”)

RE: CONVERSION OF ACCUMULATED PART-TIME HOURS TO ESTABLISH FULL-TIME SENIORITY DATE

In accordance with Article 15.01 subsection (c) of the CUPE, Local 798 Collective Agreement (2010 – 2012), upon achieving full-time status an employee’s aggregate part-time hours will be credited to establish their full-time seniority date.

The method by which the part-time hours are credited will depend on whether the hours were worked in an Inside (35 hrs/week) position or an Outside (40 hrs/week) position, regardless of whether the position maintains a five (5) day work week, a four (4) day work week, or any other configuration or work schedule.

Conversion of Hours to Days:

Employees who have worked only Inside hours or only Outside hours:

Inside hours and paid entitlements taken/used shall be divided by seven (7). Outside hours and paid entitlements taken/used shall be divided by eight (8). All hours or partial hours left over will be rounded up to one (1) whole day.

Employees who have worked both Inside and Outside hours:

Inside hours shall be divided by seven (7), Outside hours shall be divided by eight (8), and paid entitlements taken/used shall be divided by seven and one half (7.5). All hours and partial hours left over from these calculations will be added together and rounded up to the nearest seven and one half (7.5) hour day.

Counting backwards on the calendar:

For all employees, the total number of days will be converted into full weeks by dividing by five (5). The full weeks will be counted backwards on the calendar from the first day worked in the full-time position. Counting backwards will continue using the

days left over after converting workdays into full weeks, skipping Sunday and Saturday.

Note: Holidays as defined in the Collective Agreement or otherwise are not skipped when counting backwards on the calendar.

Dated this 8 day of March, 2021 in the City of Powell River, B.C.

Signed for the City of Powell River

Signed for the Canadian Union of Public
Employees, Local No. 798



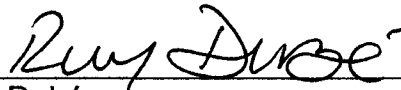
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