

COLLECTIVE AGREEMENT

BETWEEN



THE CORPORATION OF THE CITY OF CRANBROOK

AND



CANADIAN UNION OF PUBLIC EMPLOYEES

Local 2090

MARCH 1, 2023 TO FEBRUARY 28, 2027

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THIS AGREEMENT made this 10th day of June, 2024

BETWEEN: The Corporation of the City of Cranbrook
(hereinafter called "the City")
PARTY OF THE FIRST PART

AND: Canadian Union of Public Employees Local 2090
(hereinafter called "the Union")
PARTY OF THE SECOND PART

WHEREAS the City is an employer within the meaning of the *Labour Relations Code of British Columbia*;

AND WHEREAS the Union is the collective bargaining authority for all employees of the City covered by the Union's certification;

AND WHEREAS the Parties hereto have carried on collective bargaining under the terms of the said Act and have reached agreement as hereinafter expressed;

NOW THIS AGREEMENT WITNESSETH THAT the Parties hereto agree each with the other as follows:

ARTICLE 1 PREAMBLE

1.1 It is the purpose of the Parties to this Agreement:

- a) to maintain and improve harmonious relations and settled conditions of employment;
- b) to recognize the value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- c) to encourage efficiency in operations; and;
- d) to promote the morale, well being, and security of all employees.

ARTICLE 2 DEFINITIONS & INTERPRETATION

2.1 "CITY"

means the City of Cranbrook.

2.2 "UNION"

means the Canadian Union of Public Employees, Local 2090

2.3 "DAY"

means a calendar day unless stated or implied otherwise.

2.4 "EMPLOYEE"

means a person employed full-time or part-time who is covered by the terms and conditions of this Agreement and shall have the same meaning as defined in the Labour Relations Code of British Columbia:

a) **Probationary Employee**

An employee who is serving a probationary period to determine suitability for regular employment, or in the instance of a Term employee, to determine suitability for continued employment. Outside employees shall serve a probationary period of 680 hours and inside employees shall serve a probationary period of 595 hours. Any new employee, who has been awarded a supervisory position in the Outside bargaining unit shall served a probationary period of 1040 hours. Any new employee, who has been awarded a supervisory position in the Inside bargaining unit shall served a probationary period of 910 hours. The Employer can terminate a Probationary Employee if it determines the employee is "not suitable," and the termination will be at the sole discretion of the Employer.

b) **Regular Full Time Employee**

Is one who has satisfactorily completed a probationary period and who is employed on a continuous and/or permanent basis. Employees are entitled to employee benefits as per this Collective Agreement.

c) **Part Time Employee**

Regular Part-Time Employee

Is one who has satisfactorily completed a probationary period and who is employed on a continuous and/or permanent basis. The two part-time positions are:

- a. Employees who work at least twenty (20) hours per week but less than a regular full-time employee in accordance with the provisions of this Agreement are entitled to employee benefits as per this Collective Agreement.
- b. Employees who work a minimum of eight (8) hours per week but less than twenty (20) hours per week will receive an additional one dollar and fifty cents (\$1.50) per hour in lieu of the benefits listed in Article 15.2.
 - i. Sick leave will be pro-rated depending on hours worked the previous year, subject to ESA minimums.
 - ii. Vacation will be pursuant to Article 23.4
 - iii. No guarantee of hours during scheduled shutdowns and operational closures due to factors outside the employer's control that are no more than 2 calendar weeks will not constitute a layoff. Periods that are greater than 2 calendar weeks will be considered a layoff pursuant to article 11.

When a part-time position is being posted it will include whether the position is either an eight-to-twenty-hour position or a twenty or more-hour position.

d) Term Employee

A full-time or part-time employee who is employed to fill a specific work requirement which is limited to temporary projects or programs, or funded by special grants, or is to replace an employee on an approved leave of absence. Term positions are anticipated to be for a specific duration, at least fourteen (14) or more hours per week and for more than one (1) month. Term positions will be posted.

If the Term employee is an external hire, they will have to serve a probationary period to determine suitability to the temporary employment opportunity. This employee is not entitled to any of the employee benefits of this Collective Agreement except as otherwise provided. In lieu of extended health benefits, Medical Services Plan, sick leave, shift differential and bereavement, these employees receive one dollar and fifty cents (\$1.50) per hour.

It is the intention of the City to employ Regular Full-time Employees at full capacity as service levels require. It is understood that the use of Temporary employees will not result in a lay-off nor a reduction of the regular hours of work, nor a loss of wages of a Regular full-time or part-time employee.

A Term employee attaining Regular status will have rights under this Collective Agreement, which are based on length of service and bargaining unit seniority dated from the start of continuous employment (provided they have not had a break in service between the end of their Term position and the beginning of their Regular position). A Term employee attaining Regular status will have to satisfactorily complete an

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additional probationary period in the recently acquired Regular position if it is in a different classification than the one the Term employee was working in. Should a Term position become permanent, it must be posted.

A Term position for a duration of one year or more will earn vacation pursuant to Article 23.2. When a term of less than 1 year is extended for 1 year or more, vacation will be earned pursuant to Article 23.2 at a prorated amount.

e) Casual Employee

Casual Employee

Is a full-time or part-time employee who is employed on a day-to-day basis.

It is not the intention of the City to employ a Casual employee instead of employing a Regular or Term employee.

Casual employees are primarily relief employees and may be employed to work full shifts or part shifts on an as-needed basis, in capacities such as: sickness relief, vacation relief, leave of absence relief, temporary workload relief. It is understood that the use of Casual employees will not result in a lay-off nor a reduction of the regular hours of work, nor a loss of wages of a Regular or Term, full-time or part-time employee. No casual employee, unless excluded specifically in this Collective Agreement, will work more than 120 working days, per position, in a calendar year. This employee is not entitled to any of the employee benefits of this Collective Agreement except as otherwise provided. In lieu of extended health benefits, Medical Services Plan, sick leave, shift differential and bereavement, these employees receive one dollar (\$1.00) per hour.

Casual employees may apply for internal postings and shall be considered for vacant position(s) that have not been filled through the internal posting procedure before these positions are made available to the general public. The City shall consider casual employees that have applied for vacant position(s) that have not been filled through the internal posting procedure in order of the number of hours worked; however, there is no obligation on the City to hire a Casual employee. The City shall supply the hours worked by casual employees upon the Union's request.

No bargaining unit seniority shall accrue for a Casual employee unless that employee is appointed to a Regular position. Where a Casual employee is appointed to a Regular position, they shall serve an initial probationary period as per the Collective Agreement. Upon successful completion of the probationary period, the Casual employee who becomes a Regular employee shall be credited for purposes of seniority for the number of actual (hours) worked for the City.

2.5 Singular/Plural

A word used in the singular also applies in the plural, and vice versa, unless the context requires otherwise.

2.6 Spouse

For the purposes of this Agreement, spouse designates legal spouse, common-law spouse, and same sex partner of an employee, provided that the relationship between the couple meets the requirements of a "common-law" relationship as determined by Provincial Legislation.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 Acknowledgement

The Union acknowledges that the management and direction of the employee is retained by the City except as otherwise provided in this Agreement. The Union recognizes the right of the City to operate and manage the business of the City in all respects in accordance with its commitments and responsibilities and to make and alter, from time to time as the necessity arises any rules and regulations to be observed by the employee, which rules and regulations shall not be inconsistent with the provision of this Agreement.

3.2 Fair and Reasonable

The City shall exercise its rights in a fair and reasonable manner. Management rights shall not be used to direct an employee in a discriminatory manner, nor shall they be used to deprive an employee of their employment except for just cause.

3.3 Right to hire, discipline, demote and discharge

The City shall always have the right to hire, discipline, demote and discharge an employee for just cause, subject to the terms and conditions of this Agreement.

3.4 Managerial Exclusions

Schedule "C" (Managerial Exclusions).

ARTICLE 4 UNION RECOGNITION & RELATIONS

4.1 Bargaining Unit

The bargaining unit shall comprise all employees included in the bargaining unit as described in the certificates, issued by the Labour Relations Board of British Columbia, except positions excluded by mutual agreement between the parties or excluded by the Labour Relations Board of British Columbia.

4.2 Recognition

The City recognizes the Union as the sole and exclusive collective bargaining authority for all employees as certified in accordance with the *Labour Relations Code of British Columbia*. Further, the City agrees to negotiate with the Union concerning all matters affecting their relationship, aiming towards a peaceful and amicable settlement of any differences.

4.3 Offer Letters

All "Offer Letters" for employment that an employee is required to sign to accept employment or to accept a different position in the bargaining unit will be copied to the Union President within fifteen (15) working days of signing.

4.4 Union Stewards

The City agrees that the Union shall have the right to appoint or elect Union Stewards, but the number of Union Stewards shall at no time exceed ten (10).

4.5 Investigation/Settling Disputes

The City agrees that time spent in investigation and the settling of disputes by Union Stewards shall be considered as time worked, provided that the Union Stewards sign a time statement or form which sets out the purpose, and such time is recorded, which time shall not exceed the total of sixty (60) working hours in any one (1) year. The Union agrees to forward to the City a written list of names of such Stewards and of replacements thereto.

4.6 Bulletin Boards

The City agrees that the Union shall have the right to maintain bulletin boards in the Public Works Facility, City Hall, Western Financial Place, Memorial Arena, Police Administration Building, and any other building where employees assemble, in a conspicuous and convenient place, provided that the use of such shall be restricted to the events and reports of the Union. Such postings shall be signed by the President or the Secretary of the Union.

4.7 Union Check-Off

The City agrees that all employees presently members of the Union or who shall hereafter become members of the Union shall, as a condition of employment, remain members of the Union during the life of this Agreement, unless the employee moves to a non-Union position.

4.8 Union Dues

The City shall, during the life of this Agreement, deduct a sum equivalent to dues as set by the Union from the pay due each calendar month to each employee and remit same to the Secretary-Treasurer of the Union in the month following in which such deductions are made. The City shall, at the time of making such remittances, enclose a list indicating the employee's hours worked per pay period.

4.9 Bargaining Unit Work

No employee who is excluded from the bargaining unit shall perform any work normally performed by an employee in the bargaining unit except in the case of an emergency when qualified employees within the bargaining unit are not available, or when it is necessary to assist members of the bargaining unit to meet deadlines and time constraints provided there are no other qualified bargaining unit members available.

4.9.1 Western Financial Place

Notwithstanding any other provision in this agreement, with respect to the Western Financial Place (also referred to as the Recreation Complex), it is agreed that, except for incidental or emergent situations and employees of a bona fide contractor who are not in the bargaining unit for which the Union is certified, any person whose classification is not covered by the agreement shall not perform work at the Western Financial Place that is normally done by those employees who are deemed to be within the bargaining unit for which the Union is certified.

4.10 Job Security

During the life of this Agreement, the City will not contract out work where it would result in the layoff or reduction of hours for any Regular employee or failure to recall a Regular laid off employee.

The City agrees to only contract out work when no bargaining unit employee is available.

This language does not affect the past practices of the City to contract out:

- i. The trucking of snow; For clarification purposes – this may only happen if all City Trucks are in use or there are no qualified Schedule "B" Public

Works employees willing to perform the work.

- ii. Large asphalt repairs;
- iii. Engineering projects;
- iv. Warranty work;
- v. Current contract janitorial services presently being performed; and
- vi. Capital projects.

ARTICLE 5 EMPLOYEE RIGHTS

5.1 Discrimination

The City agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfers, layoffs, discipline, discharge, or otherwise by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age, nor by reason of their membership in the Union or because the employee has been convicted of a criminal or summary conviction offence that is unrelated to their employment.

5.2 Sexual and Personal Harassment and Bullying

The City and the Union recognize the right of all employees to work in an environment free from all forms of harassment and bullying. Any complaint alleging harassment or bullying shall be treated seriously and in strict confidence and may be addressed through the grievance procedure, the Respect in the Workplace Policy (50-109), or by notifying the B.C. Human Rights Tribunal.

If an employee involved in a complaint files a grievance, and the grievor chooses to file a simultaneous complaint with the BC Human Rights Tribunal, the grievor agrees that, in so doing, the grievance procedure shall precede the complaint. The parties agree that proven harassment or bullying is a serious violation of an employee's rights, dignity, and personal well-being. The City will investigate all harassment complaints or grievances and treat all such investigations with seriousness and confidentiality. Any investigation report shall be shared with the Complainant/Respondent. Where such complaints or grievances of a harassment or bullying nature are justified, appropriate disciplinary measures, up to and including dismissal are supported and endorsed by the parties.

Sexual harassment shall be defined as any sexually oriented conduct that undermines an employee's health or job practice, or endangers an employee's employment status or potential.

Bullying / personal harassment shall be defined as act(s) or verbal comment(s) that could psychologically or 'mentally' hurt or isolate a person in the workplace. Sometimes, bullying can involve negative physical contact as well. Bullying / personal harassment also involves incidents or a pattern of behaviour that is intended to intimidate, offend, degrade or humiliate a particular person or group of people or the assertion of power through aggression.

Supervisory responsibilities, which are reasonably carried out, including disciplinary action, are not harassment.

5.3 Strikes, Lockout & Picketing

Employees who are lawfully on strike or lawfully locked out, or who, as a matter of conscience, choose not to cross a legal picket line as provided by the *Labour Relations Code of British Columbia* shall not be subject to disciplinary action by the City. However, such employees shall forfeit their salary and applicable benefits for the period during which they are absent from duty. Applicable benefit(s) coverage may be continued for a Regular employee provided the Union agrees to remit the full premium costs to the City for such benefits continuation.

5.4 Personnel Files - Access

An employee shall have the right, upon given reasonable notice to the Human Resources Department, to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such a reply shall become part of the permanent record. Upon request, photocopies of any documents shall be provided to the employee.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

A letter of discipline and / or letters of counseling / expectation will cease to be relevant in future matters following twelve (12) months of issuance unless there are further disciplinary actions during the twelve (12) month period from issuance. If a further disciplinary action occurs during the twelve (12) month period, any letters of discipline on the personnel file of an employee will remain relevant for twelve (12) months from the issuance of the most recent letter of discipline.

Once a letter of discipline ceases to be relevant, it will not be considered in any future matters. Non-relevant discipline will be removed upon request from the Employee's personnel file.

Access to the personnel file will be conducted in the presence of the Human Resources Department.

5.5 Right to Have Union Representation

An employee shall have the right to have a Union Steward, Union Officer and/or a CUPE National Representative present at any formal meeting scheduled by a non-Union Supervisor. The City will advise the employee of such right prior to the meeting and inform the employee of the particulars that are to be discussed. These formal meetings are limited to investigation and discipline meetings.

5.6 Conflicting Contract

Employees shall not be asked to make any written or verbal contract which may conflict with this Agreement.

5.7 Job Descriptions and Classification Process

5.7.1 Job Descriptions

The City agrees to provide to the Union newly developed position descriptions and/or updated position descriptions that reflect the current Union positions.

5.7.2 Job Classification Process

The City and the Union agree, in the case of the creation of any new job, or in the case of any job which may hereinafter change sufficiently to warrant reclassification, to apply the relevant interim base rate to such job, shall be determined by a Job Classification Committee that shall be composed of equal representation from both the City and the Union. In the event of failure of the Job Classification Committee to arrive at a mutually satisfactory interim classification or reclassification, the dispute shall then be referred to a Board of Arbitration constituted in accordance with Article 9 of this Agreement.

- a) Before the City introduces a new or sufficiently changed bargaining unit position description, they shall provide to the Union such developed description and the proposed wage rate. In developing position descriptions, the City shall do so in a way that all duties and qualifications are bona-fide and reasonable. The City shall not act in a manner such as to circumvent the role of seniority.

The Union will have thirty (30) calendar days to review such position description. If the Union objects, during that review period, to the proposed rate of pay, the City shall meet with the Union and attempt to resolve the objection.

In the event that the Parties cannot resolve the objection the issue will be referred to a Board of Arbitration constituted in accordance with Article 9 of this Agreement.

- b) If an employee or the Union believes that as a result of changes in duties, the employee no longer falls within the employee's position description the employee or Union may apply for reclassification to another or to a new classification. The application will be considered by the City and a written response given within thirty (30) calendar days. If the Union does not agree the issue will be dealt with by using the process outlined in subsection a).



- c) To apply for the reclassification, an employee or the Union is required to submit a formal Job Reclassification Request form to the Human Resources Department. If successful with the reclassification, the rate of pay shall be retroactive to the date this form was received.

5.8 Copyright Infringement

Any employee whose job required the copying and/or reproduction of material shall not be held responsible for any copyright infringement violation incurred on behalf of the City while performing required work, unless the employee knowingly violated copyright laws.

ARTICLE 6 TECHNOLOGICAL CHANGE

6.1 Discussion of Disputes

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

6.2 Arbitration

Where the City introduces or intends to introduce a technological change that:

- a) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- b) alters significantly the basis upon which the Collective Agreement was negotiated, either Party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 9 of this Collective Agreement, bypassing all other steps in the Grievance Procedure.

The arbitration board shall decide whether or not the City has introduced, or intends to introduce a technological change, and upon deciding that the City has introduced or intends to introduce a technological change, the arbitration board:

- c) shall inform the Minister of Labour of its findings; and
- d) may then, or later, make any one or more of the following orders:
 - i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - ii) that the City will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;
 - iii) that the City pay to that employee displaced by reason of the technological change;
 - iv) that the City pay to that employee such compensation in respect of his displacement as the arbitration board considers reasonable;
 - v) that the matter be referred to the Labour Relations Board, under Section 77 of the "*Labour Code of British Columbia Act*".

6.3 Notice of Change

The City shall give to the Union, in writing, as much notice as possible of any intended technological change that:

- a) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- b) alters significantly the basis upon which the Collective Agreement applies.

ARTICLE 7 DISCUSSION OF DIFFERENCES

7.1 Labour-Management Committee

A Labour-Management Committee shall be established. The Committee shall consist of up to three (3) people from each Party. The Committee shall meet on a monthly basis. The meetings will be held during the participants' hours of work and time off to attend such meetings shall be with pay for up to two (2) Union members.

ARTICLE 8 GRIEVANCE PROCEDURE

8.1 Procedure for Settling Differences

It is the intent and the purpose of this Article to provide the Parties with a procedure whereby grievances and/or disputes as to the interpretation, application, administration, or violation of any of the articles in this Agreement, including any question as to whether any matter is arbitrable, will be resolved without work stoppage in the following manner:

Step 1:

The Union shall first submit the grievance in writing, via email to the Human Resources Department. The employee or employees concerned, with a Union Steward or Officer of the Union in attendance, shall endeavour to settle the dispute with their immediate non-union Supervisor. The Union shall present all of the known evidence and facts related to the dispute. A written record of the resolution shall be prepared and agreed upon by the immediate non-union Supervisor and the Union. A copy of this record shall be forwarded to the Union and the Human Resources Department or their designate. A sincere effort shall be made to resolve the matter at this stage. Failing to reach a satisfactory settlement of the dispute within ten (10) days after its submission, the dispute may be referred to Step 2.

The City believes the direct parties have the best ability to resolve conflicts first. At the request of the Union, the City will consider a Union Representative attending at a Step 1 meeting.

Step 2:

The Union shall submit the grievance in writing, via email to the Human Resources Department. The employee or employees concerned, with a Union Representative, shall endeavour to settle the dispute with the Department Head. Both Parties commit to bringing forward all known evidence and facts of the case related to the dispute. Failing to reach a satisfactory settlement of the dispute within ten (10) days after its submission, the dispute may be referred to Step 3.

Step 3:

The Union shall submit the grievance in writing to the Human Resources Department. The employee or employees concerned, with a Union Representative in attendance, shall meet with the Chief Administrative Officer (CAO). Both parties shall present all of the known evidence and facts related to the dispute. Failing to reach a satisfactory settlement of the dispute within ten (10) days after submission, the dispute may be submitted to arbitration.

8.2 Time Limits

The procedure as outlined in this Article must be commenced within two (2) calendar months of the time of the alleged violation of the Agreement. Failure to comply with this time limit will result in the grievance being deemed to be abandoned or resolved on the City's last response thereto. The Parties agree that each Step of the Grievance Procedure should be initiated within fifteen (15) working days of the decision of the previous Step. The time limits provided in this Article may be extended by mutual agreement.

8.3 Bypassing Steps 1 and 2

The procedure for settling disputes set out in this Article shall be strictly adhered to, but where a dispute involves a question of suspension or dismissal, the City and the Union agree to bypass Step 1.

The parties also agree that any decision that is grieved by the Union, the procedure will begin at the Step of the non-union individual who made the decision.

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ARTICLE 9 BOARD OF ARBITRATION

9.1 Composition of the Board

Where any difference arises between the Parties as to the interpretation, application, administration, or violation any of the articles in this Agreement, including any question as to whether any matter is arbitrable or not, the matter may be referred by either Party to an arbitration board of three (3) members composed as follows: one (1) to be selected by the Employer; one (1) to be selected by the Union; and a third mutually acceptable person who shall act as Chairperson. In the event that the Employer and the Union are unable to agree upon the selection of the third member of the Board, the Minister of Labour shall be requested to appoint such member.

9.2 Authority of Arbitration Board

The arbitration board shall hear the Parties, settle the terms of question to be arbitrated and make its award within fifteen (15) days of the completion of the hearing, except when the time limit is extended by mutual agreement of the Parties. The board shall deliver its award, in writing, to each of the Parties and the award of the majority of the board shall be final and binding on the Parties and shall be carried out forthwith. The Board of Arbitration shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

9.3 Expenses of Arbitration Board

Each Party shall pay their own costs and expenses of arbitration, the remuneration and disbursements of the appointees and one-half (1/2) the expenses of the Chairman.

9.4 Single Arbitrator

The Parties, by mutual agreement, may use a single arbitrator rather than an Arbitration Board. In such cases, the expense and compensation of the arbitrator shall be shared equally by the Parties.

9.5 Special Officer

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, administration, or violation any of the articles in this Agreement, including any question as to whether a matter is arbitrable during the term of the Collective Agreement, a Special Officer agreed to by the Parties, may by mutual consent of both Parties:

- a) investigate the difference;
- b) define the issue in the difference; and

- c) make written award to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure. The decision shall be final, binding and enforceable on all Parties.

ARTICLE 10 SENIORITY

10.1 Seniority Defined

Seniority shall be defined as the length of service in the bargaining unit. Seniority shall be applied in determining preference for promotions, transfers, demotions, layoffs and recall and as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit-wide basis.

The seniority date for a Regular employee will be their start date in their first Regular position unless they have had a previous Term position within the bargaining unit. If they have held a previous Term position, their seniority date shall be adjusted to an earlier date by adding their time in the Term position (provided they have not had a break in service between the end of their Term position and the beginning of their Regular position). They shall serve an initial probationary period as per the Collective Agreement.

The seniority of a Casual employee will be based on the number of hours worked in the bargaining unit and shall only apply where a Casual employee is appointed to a Regular position. They shall serve an initial probationary period as per the Collective Agreement. Upon successful completion of the probationary period, the Casual employee who becomes a Regular employee shall be credited for purposes of seniority for the number of actual hours they have worked for the City.

10.2 Probationary Period: New Employees

All newly hired Regular or Term employees covered by this Agreement shall serve a probationary period. Schedule B employees shall serve a probationary period of 680 hours and Schedule A employees shall serve a probationary period of 595 hours. Any new employee, who has been awarded a supervisory position in the Outside bargaining unit shall served a probationary period of 1040 hours. Any new employee, who has been awarded a supervisory position in the Inside bargaining unit shall served a probationary period of 910 hours. The Employer can terminate a Probationary Employee if it determines the employee is "not suitable," and the termination will be at the sole discretion of the Employer.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. The probationary period may be extended up to an additional three (3) months with the mutual consent of the Parties to the Agreement. Benefits will be paid during any extension. Upon completion of the probationary period, seniority shall be effective from the original date of hire.

10.3 Seniority List

The City shall maintain a record showing the date upon which each employee's service commenced, and any employee may request information from the City relative to their own seniority. A seniority list shall be posted on all bulletin boards in the months of January and July each year.

10.4 Retention of Seniority

- a) A Regular employee (Full-time, Part-time) shall continue to accrue seniority while they are on an approved leave of absence without pay and will accrue seniority to a maximum of ninety (90) calendar days.
- b) A Regular employee (Full-time, Part-time) shall continue to accrue seniority while they are on leave of absence under Article 13, excluding Sections 13.8 and 13.11, or under Article 14.
- c) In the event of an employee being brought back to work by the City within eighteen (18) months after being laid off under Article 11 the period of layoff shall be considered as time worked for the purposes of determining their seniority.

10.5 Loss of Seniority

An employee shall lose seniority if:

- a) An employee resigns.
- b) An employee is discharged for just cause and is not reinstated.
- c) An employee who leaves the bargaining unit and subsequently returns will be considered a new employee from the date of re-entering the unit for the purpose of determining seniority within the bargaining unit.
- d) An employee is permitted to return to work after being absent from work in excess of three (3) working days without notifying the City unless such notice was not reasonably possible.
- e) An employee is laid off for a period longer than eighteen (18) months.
- f) An employee goes for a period of eighteen (18) months without working one (1) shift.
- g) An employee fails to return to work within ten (10) working days after receiving notice of recall by the City.

10.6 Transfer and Seniority Outside the Bargaining Unit

No employee shall be assigned to a position outside the scope of the Agreement without the employee's consent.

If a bargaining unit employee is assigned to a position outside the scope of this Agreement, they shall be paid the appropriate salary and benefits for the position. Such assignment is restricted to an employee performing the duties of an excluded staff person who is on leave.

Union dues still apply and will be deducted and remitted to the Union during this temporary appointment. The Union may, at their discretion, at anytime suspend this employee's right to be involved in Union activities since they are performing duties outside of the bargaining unit.

The assignment outside the bargaining unit shall not exceed six (6) months in a twelve-month period, except in the case of a maternity leave. In that case the leave will be no longer than 18 months. Timelines may be extended subject to mutual agreement between the City and the Union.

Notwithstanding the above, no employee of the City excluded from the bargaining unit shall displace any employee in the bargaining unit.

10.7 Bargaining Unit Seniority Disruption and Vacation Entitlement Calculation

- a) Employees who move from one bargaining unit to another one (Inside Workers versus Outside Workers) via the process outlined in Article 11.2 will have their seniority start at zero in the receiving bargaining unit and will have their seniority in their originating bargaining unit frozen.
- b) For vacation entitlement purposes, years of service with the City will be the determining factor for vacation entitlement pursuant to Article 23.2.

ARTICLE 11 HIRING, PROMOTION, LAYOFF AND RECALL

11.1 Job Vacancies

- a) In the event of a vacancy occurring in any classification covered by this Agreement, or in the event of a new position being created notice thereof shall be posted on all City bulletin boards for five (5) working days, a copy shall be mailed to the President of the Union and posted on the City's website as an internal only posting. Such posting and notice shall contain the following information: nature of the position, CUPE 2090 Worker position, required ability and qualifications, hours of work and wage rate or salary range, the closing date for accepting applications and statement that the position is covered under the Collective Agreement between the City of Cranbrook and CUPE Local 2090. Applications must be made in writing.
- b) If the posting is for a position in the Public Works Department the posting will also include the crew (Roads, Parks or Waterworks). It is understood that the three (3) junior employees holding Truck Driver/Labourer postings may be utilized on any crew at any time. This language in no way limits the City in temporarily assigning staff to work in a crew other than the one they posted to.
- c) If the posting is for a position as a facility technician it will include the facility in which the employee will be primarily assigned to, either the Memorial Arena or Western Financial Place.
- d) The internal selection process shall be completed within ten (10) working days of the closing date of the posting. The Union shall be advised, in writing, of the name(s) of the successful applicant(s) within seven (7) days following their appointment. No outside advertisement for any vacancy shall be placed until applications of present union members have been fully processed.
- e) If a posted vacancy is not filled within six (6) months and the City is advertising externally for the position it shall be posted internally again.

This process may be altered by mutual consent between the Parties.

11.2 Promotions

- a) The City agrees that in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications, and abilities as outlined in the Position Description. The City shall evaluate qualifications and ability in a fair and equitable manner. The senior employee will include an employee who will attain their qualifications under 11.2 c).

- b) The definition of the term "abilities" above include soft skills such as conflict resolution; teamwork; and interpersonal skills.
- c) The City shall consider the senior employee who is not qualified but who, through job training and formal education could reasonably be expected to obtain all necessary qualifications, depending on course availability, and to satisfactorily perform the job within a six (6) month period. In the event the successful applicant fails to acquire the necessary qualifications or performs unsatisfactorily in the position during the trial period, the City may return the employee to their former position without loss of seniority or if the employee is unable to continue the duties of the position, the employee may request to be returned to their former position without loss of seniority.

Funding or time off for training required will be in accordance with the City's Training Policy.

- d) If an internal employee applies for a vacancy after the internal posting process is completed, and an external posting has not closed, they will be considered as an internal applicant.
- e) The successful qualified applicant shall be given a ninety (90) working days trial period. The successful qualified applicant to a supervisory position shall be given a one hundred and thirty (130) working days trial period. During this trial period the employee will be provided feedback on their performance in the position at day 30 and day 60 by their supervising manager. In the event the successful applicant performs unsatisfactorily in the position during the trial period, the City may return the employee to their former position without loss of seniority. At anytime during the trial period the employee may choose to be returned to their former position without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions, shall also be returned to their former position without loss of seniority. At any time during the trial period, the City may deem the successful applicant satisfactory. In this event, the successful applicant and the Union may agree to end the trial period by agreeing to the permanent appointment of the successful applicant to the position
- f) Where a Regular employee is assigned to a Term position, they shall be returned to their former position upon the completion of the Term appointment.

11.3 Layoff

Layoff is defined as a reduction in the workforce or a fifteen (15) percent reduction in an employee's hours of work. Any employee whose assignment is at and / or under the control of the RCMP and who have their security clearance removed for any reason will be assessed by parties on a case-by-case basis.

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11.4 Role of Seniority in Layoffs

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority provided they possess the present qualifications, abilities and skills as determined by the City to perform the functions of the position in question.

The right to bump shall include the right to bump up, down or laterally. Any employee displaced by this procedure shall be entitled to the same bumping rights provided they possess the present qualifications, abilities and skills as determined by the City to perform the functions of the position in question.

11.5 Notice of Layoff/Bumping Eligibility/Bumping Procedure

The City shall notify employees who are to be laid off ten (10) working days prior to the effective date of layoff or award pay in lieu thereof.

Bumping Eligibility:

To be eligible to bump, a laid off employee must:

- a) Be a Regular employee;
- b) Be senior to the person in the position being bumped into;
- c) Possess the present qualifications, abilities and skills as determined by the City, to perform the functions of the position in question; and

Bumping Procedure:

1. Within five (5) working days of notification of layoff, the laid off employee shall indicate in writing to the City their intent to bump or to be laid off. The employee will be required to outline the present qualifications, abilities and skills to perform the position(s) to be bumped.
2. If there are no positions to which the employee can bump, such employee shall be laid off.
3. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified and has the ability to perform the work of the employee with less seniority. A reasonable familiarization period will be provided.

If the laid off employee indicates their intent to bump, they must also indicate in order of preference, those classifications into which they have the qualifications to bump.

4. The City may request assistance from the Union to ensure an orderly transition in the event of layoffs and recall.
5. Grievances concerning layoff and recall shall be initiated at Step 2 of the Grievance Procedure.
6. During layoff, a laid off employee with recall rights shall have access to any Casual or Temporary work that might arise provided the employee is qualified, available and willing to perform the work. An offer of Casual or Temporary employment to a laid off employee with recall-to-employment rights shall not affect the recall-to-employment right or the recall period whether the employee accepts the offer or not. An employee who accepts such an offer will not be required to be given advance notice of layoff at the end of the period involved; however, in the event that the offer of temporary work is for a period to exceed twenty (20) working days, the employee shall be considered as having been recalled.
7. In the event of an emergency, the City may by seniority, phone the first available and willing employee on the recall-to-employment list. This recall period shall not exceed two (2) working days.

11.6 Recall List

Any Regular full-time employee, who has completed his probationary period, and who is laid off due to lack of work or redundancy shall be placed on a recall list for a period of eighteen (18) months.

11.7 Recall Procedure

When it is necessary to rehire, former employees shall be re-employed in the inverse order in which they were laid off, provided they are qualified and competent to perform the work.

11.8 No New Employees

New employees shall not be hired until those laid-off employees who are on the seniority list and who are competent and qualified have been given an opportunity of recall.

In no case shall the City be obligated to re-employ any former employee who has been laid off for a period in excess of eighteen (18) months.

11.9 Notification to Return

It shall be the responsibility of the laid-off employee to notify the City of their whereabouts or their postal address. Laid off employees who have complied with this procedure shall be notified by the City either personally or by registered mail at their last known address of the date and time on which they are to report for work, and should an employee fail to report for work within ten (10) working days

of being so notified, they shall lose the right of re-employment; but in no case shall the City be obligated to re-employ any former employee who has been laid off for a period in excess of eighteen (18) months.

11.10 Return to Former Classification

Employees on the recall list shall have the right to return to a vacancy in their former job classifications or to a similar classification, if in the opinion of the City, they possess the necessary qualifications.

11.11 Severance Pay

Upon receiving layoff notice under Article 11.5, Regular full time and Regular part time employees may opt to be placed on a recall list as per Article 11.6 or opt for severance pay at the time of layoff or at any time during the recall period. Employees who opt for severance pay forfeit all rights to recall and shall be deemed to have terminated their employment.

A Regular full time/part time employee who is laid off may choose to accept the following severance pay:

- a) two weeks pay where the employee has completed a period of service of one (1) year.
- b) after completion of three (3) years service one additional week's pay for each subsequent completed year of service to a maximum of eight (8) weeks pay.
- c) severance pay for part time employees will be pro-rated to determine the average hours worked per year. The severance pay would be based on an average year, determined by the total number (#) of regular hours worked / years of continuous service to find the prorated year. The formula used to determine this will be:

$$\frac{\text{Total \# of Regular Hours Worked}}{\text{Years of Continuous Service}}$$

11.12 Job Stability

Probationary employees shall be eligible to apply for another regular posted position within their initial probation period. If, during their initial probationary period, they are appointed to the regular posted position, the employee's probationary period will restart upon commencement of employment in the new position.

ARTICLE 12 DISCHARGE AND TERMINATION

12.1 Right of the City to Discharge

It is hereby agreed that the City has the right to discharge for just cause, and without severance.

12.2 Unjust Discharge

If, upon joint investigation by the Union and the City, or by arbitration decision made pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, the affected employee shall, subject to such arbitration decision or pursuant to the mutual findings of the Union and the City be reinstated to their former position without any loss of seniority or rank. Compensation for lost salary shall be as mutually agreed between the City and the Union, or as decided by arbitration.

12.3 Abandonment of Position

An employee who fails to report for duty for five (5) consecutive working days without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that the employee was unable to provide such notice. The rebuttal period shall constitute no more than five (5) calendar days from the first day of the date of release.

ARTICLE 13 LEAVE OF ABSENCE

13.1 Union Officers

The City agrees to grant time off without pay during any working day to Officers of the Union for Union purposes, provided that such time off shall not exceed a total of one hundred and forty-four (144) working hours in any one (1) year, and provided that the Officer of the Union has advised their immediate Department Head not less than twelve (12) hours in advance. A written list of the names of such Officers in the employ of the City shall be forwarded to the City for this purpose.

13.2 Union Business

Provided at least seven (7) calendar days written notice is given to the City, an employee elected or appointed to represent the Union at conventions or other Union business shall be allowed leave of absence. The leave of absence, without pay but without loss of benefits, shall allow employees to attend Executive and Committee Meetings of CUPE, its affiliated chartered bodies and any labour organization with which the Union is affiliated. Any employee off work on Union business shall continue to receive full wages from the City and the City shall bill the Union the full cost of these wages plus twenty-seven percent (27%) of these wages to cover the cost of the City's administration fee, provided that two (2) employees from the same Department shall not be granted simultaneous leave.

13.3 Collective Bargaining Leave

Bargaining representatives in the employ of the City shall have the right of attending collective bargaining meetings, if negotiating for a new Agreement, and if held during regular working hours without loss of remuneration, whose number for the purposes of this Section shall not exceed a total of five (5) employees at any one time provided no more than two (2) employees are from the same crew at any given time.

13.4 Jury Duty & Court Appearance

- a) To qualify for approval from the City to be absent with pay when summoned to serve on a jury, when subpoenaed as a witness in a criminal proceeding or as a witness in a civil action if not a party thereto, or when appearing as a defendant in a criminal or traffic case if acquitted therefrom, a Regular employee shall produce the summons or subpoena or submit such other evidence showing the necessity for the absence.
- b) Therefore, in the event a Regular employee is required to perform jury duty on a day on which they would normally have worked, the Regular employee shall receive pay for such duty at their regular straight time hourly rate of pay for their regularly scheduled hours of work. It is understood that such payment shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week. The employee shall remit

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payment received from the Court for such jury duty to the City. The employee shall return to work if dismissed by the Court before 12:00 Noon.

- c) Therefore, in the event that a Regular employee is required to attend Court as a legally subpoenaed witness on a day on which they would normally have worked, the Regular employee shall receive pay for such Court attendance at their regular straight time hourly rate of pay for their regularly scheduled hours of work. It is understood that such payment shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week. The employee shall remit payment received from the Court for such attendance as a witness to the City. The employee shall return to work if dismissed by the Court before 1:00 p.m.
- d) The employee shall provide the City with proof of attendance from an Officer or Clerk of the Court. Any non-expense fee(s) paid to the employee shall be assigned to the City.

13.5 Bereavement and Funeral Leave

- a) In the event of a death in the immediate family, (parents, spouse (including common-law spouse), common-law children, common-law parents-in-law, brother, sister, child, step child, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent-in-law, grandchild) a Regular employee not on a leave of absence without pay shall be eligible for a bereavement leave with pay for a maximum of one (1) average regular work week (Schedule A: thirty-five (35) regular working hours; Schedule B: forty (40) regular working hours), upon application to their respective Department Head.
- b) Upon notification to the City, a Regular employee not on a leave of absence without pay shall be eligible for a leave with pay to a maximum of one half (1/2) working day to attend a funeral.

13.6 Family and Critical Illness Leave

In the case of a critical illness in the immediate family, (parents, spouse (including common-law spouse), common-law children, common-law parents-in-law, brother, sister, child, step child, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent-in-law, grandchild) the employee shall be granted, after providing adequate notice to their Supervisor, up to a maximum of five (5) days leave for that illness. Fifty percent (50%) of the time to a maximum of two and one-half (2 1/2) days shall be provided by the City as paid leave, with the other fifty percent (50%) of each day being provided by the employee from their accumulated annual vacation leave or accumulated overtime.

Critical illness of an immediate family member will be defined as an illness, which the family physician considers sufficiently critical to require the presence of the employee at the bedside of the family member. Such leave shall also include

travel time to transport a child or spouse to a hospital or to a medical facility for medical referrals.

If the employee does not have any accumulated vacation time or accumulated overtime, the City may consider providing unpaid leave of absence.

Family and critical illness leave may be granted more than once per calendar year, provided the total family and critical illness leave and/or bereavement and funeral leave requirements do not exceed ten (10) working days per year.

Family and critical illness leave entitlement will be allotted in each calendar year. It shall not accrue, and unused time shall not be carried forward to the next year.

13.7 Personal Leave

A Regular employee is entitled up to seven (7) days of personal leave during each employment year to meet responsibilities related to:

- a) the care, health or education of a child in the employee's care, or
- b) the care of health of any other member of the employee's immediate family, including a family companion.

The employee may choose to use their entitlement as follows:

- i. Use a maximum of seven (7) sick leave days per year as paid personal leave;
- ii. Use available accumulated vacation time or accumulated overtime as paid personal leave;
- iii. Take unpaid personal leave.

The employee must notify their supervisor prior to taking such leave. In this clause immediate family is defined as a parent, spouse, common-law spouse or common-law child, step-child or child, grandparent, brother, sister, mother-in-law, father-in-law, common-law parents' in-law, sister-in-law, brother-in-law, grandparent-in-law, grandchild. No reasonable request will be refused.

This leave cannot be banked, carried forward and is non-cumulative. It will expire at the end of every year on December 31.

13.8 Domestic Violence Leave

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work. Workers experiencing domestic violence will be able to access leave in accordance with the Employment Standards Act of British Columbia.

13.9 Leave of Absence for Public Duties

The City recognizes the right of an employee to participate in public affairs, respecting that, an employee's first responsibility to the City is to fulfil their job requirements.

City Policy 20-203 is the governing document regarding Article 13.9. Said Policy shall govern and run concurrent with each Collective Agreement.

13.10 Maternity/Parental/Adoption Leave

Upon written request, leave of absence without pay and without loss of seniority shall be granted in accordance with the Employment Standards Act of British Columbia and, in accordance, with applicable Federal regulations. A request for pregnancy leave must be supported by a Certificate of a Medical Practitioner.

The employee intending to return to work after pregnancy/parental leave shall provide the City with at least one (1) month's notice of return from pregnancy/parental leave. The employee shall be reinstated in their former position with all benefits to which the employee would have been entitled had the leave not been taken. The total pregnancy/parental leave, for this Article, may not exceed seventy-eight (78) weeks.

13.11 Aquatic Lifeguard/Instructors

Prior to starting the fifth and sixth months of pregnancy, Lifeguard/Instructors must provide their Supervisor with authorization from a physician that the employee is capable of performing their job duties for the following month, and, starting at the seventh month said authorization shall be provided at two-week intervals or after each regular visit to the physician, whichever is more frequent, up to the taking of the maternity leave. Said employee shall ensure the physician is aware of the employee's job duties. The City shall be responsible for any cost incurred by an employee in providing a Doctor's certificate.

13.12 Leave of Absence (General)

The City may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause.

Such request shall be in writing approved by the Chief Administrative Officer (CAO) through the employee's Department Head.

Such approval shall not be withheld without just cause and shall be to a maximum of one (1) year. The employee shall provide the City with at least two (2) months notice of the request, where possible, except in extenuating circumstances.

ARTICLE 14 SICK LEAVE

14.1 General Conditions

- a) Sick Leave means the period of time an employee is absent from work with or without pay by virtue of illness, injury, quarantine, or under examination or treatment by a medical/dental professional or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- b) The City may require medical proof of sick leave to verify an employee's absence.

14.2 Definitions

- a) "Illness" - includes but not limited to any physical or mental disability, which incapacitates the employee to the extent that they cannot carry out their normal duties with the City in which the employee participated just before the disability started.
- b) "Injury" - means an accidental bodily injury to an employee resulting in a disability which incapacitates the employee to the extent that they cannot carry out their normal duties with the City in which the employee participated just before the disability started.
- c) "Retirement" - means termination of an employee's services by retiring under the provisions of the *Pension Benefits Standards Act* with a pension, or an employee who, in the opinion of the City, is permanently disabled to the extent that they can no longer perform their duties.

Retirement shall not include termination by the employee quitting, by the employee being fired, or by the employee being laid-off by reason of insufficient work, closure or shut down.

14.3 Eligibility

- a) It is agreed that sick leave shall be payable only where the illness or injury of the employee concerned incapacitates them to the extent that they cannot carry out their normal duties with the City. The use of sick leave by eligible employees shall be allowed if the illness happens while the said employee is in the employ of the City provided the employee is scheduled for work (e.g. an employee on layoff will not be eligible).
- b) Regular employees who have completed their probationary period and who work twenty (20) or more hours per week shall qualify for sick leave benefits detailed in Article 14.5.

14.4 Proof of Sickness

Use of such sick leave in excess of two (2) days shall be certified by a practicing Doctor's report, or a report from a practicing Dentist or Chiropractor or Physiotherapist, which report must meet the City's satisfaction, if requested. The City shall be responsible for any costs incurred by an employee in providing the Doctor's report.

14.5 Weekly Indemnity Plan

- a) On January 1st of each year, eligible Regular employees will be credited with twelve (12) sick leave days, prorated on the basis of percentage of full time work. These days will not be accumulative and the balance remaining on December 31st each year will be cancelled.
- b) New Regular employees becoming eligible after January 1st and before December 31st of any year will be credited with one (1) day sick leave for each month or part thereof remaining in that calendar year. These days are not accumulative and the balance remaining on December 31st will be cancelled.
- c) Eligible Regular employees will use their annually credited sick days for sickness on the first, second, third, fourth and fifth day of illness. On the sixth day of illness, or if you are admitted to a hospital as an in-patient and hospitalized overnight, the benefit is payable from the first scheduled shift coincident with or immediately following the date of hospitalization, employees will be covered by the Weekly Indemnity Plan.
- d) The Weekly Indemnity Plan will provide eligible Regular employees with seventy-five percent (75%) of their gross earnings to a weekly maximum benefit of \$2,000.00. Termination of insurance will occur at the 65th birthday or retirement, if earlier.
- e) The Weekly Indemnity Plan will cover eligible Regular employees for a maximum of twenty-six (26) weeks.
- f) Any changes in the plan will be done only by mutual agreement in writing between the City and the Union.
- g) To provide the eligible Regular employee with the security of regular pay cheques, if payments by the insurance carrier are late the City agrees to make payments to the employee equal to seventy-five percent (75%) of gross earnings to a weekly maximum benefit of \$2,000.00, less statutory deductions and that those payments be made on the regular dates as if the employee was working. When the payment from the carrier is received, that payment will be signed over to the City and any over or under payment adjustments will be made at that time. In the event that a claim is not bona fide, the amount of the payments made by the City must be reimbursed by the employee immediately.

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- h) During the period in which a Regular employee is receiving weekly indemnity benefits, City contributions and deductions for all other benefits agreed to in this Collective Agreement will continue as if the employee was working, with the exception of Municipal Pension Plan contributions. Upon the return of the Regular benefitted employee, the employee may opt to purchase the length of time absent while on weekly indemnity. The City will contribute their share once the employee has forwarded their portion of the contribution. The City and employee deductions will occur according to the provisions of the Municipal Pension Plan.
- i) The City will pay 100% of the premiums of the Weekly Indemnity Plan.

14.6 Sick Leave - Employees Not Eligible for the Weekly Indemnity Plan

- a) Applies to Regular employees working less than twenty (20) hours per week and Regular employees who work more than twenty (20) hours per week but are older than sixty-five (65) years of age.
- b) On January 1st of each year, these employees will be credited with twelve (12) sick leave days, prorated on the basis of percentage of full time work. These days will not be accumulative and the balance remaining on December 31st each year will be cancelled.

Employees who fall into this category after January 1st will receive an amount of sick leave days prorated on a calendar year.

14.7 Sick Leave During Vacation

In the event a Regular employee is hospitalized as an in-patient while on vacation, the days while hospitalized may be deducted from their sick leave credits upon request of the employee, and on the production of medical evidence.

14.8 City Contribution

When a Regular employee is injured on the job and is eligible for wage replacement benefits under Workers' Compensation, the City shall contribute its share of the employee's Group Life Insurance and Group Medical Insurance. Upon the return of the Regular benefitted employee, the Regular employee may opt to purchase the length of time absent while on Workers' Compensation. The City will contribute their share once the employee has forwarded their portion of the contribution. The City and employee deductions will occur according to the provisions of the Municipal Pension Plan. When the claim has plateaued, City contributions shall cease.

14.9 Worker's Compensation Protection

All employees shall be covered by the *Workers' Compensation Act*. No employee shall have their employment terminated as a result of absence from work with a compensable accident. Pending settlement of the insurable claim, the employee shall continue to accrue seniority and shall continue to receive the full benefits of this Agreement.

All accidents and injuries must be reported within twenty-four (24) hours or as practicable to the employee's immediate supervisor or the Human Resources Department.

14.10 Long Term Disability Plan

- a) The City shall implement a mutually agreeable LTD plan, which shall provide coverage for 67% of an employee's annual salary to a monthly maximum of \$5,000.00 based on a "two-year own occupation" definition of disability.
- b) While on LTD, the employee shall accumulate seniority and shall be entitled to all the rights and benefits under this Collective Agreement, with the exception of vacation placement as per Article 23; Clause 23.5.
- c) An employee who is no longer deemed disabled under the provisions of the LTD plan shall be placed in their former or equivalent position.
- d) All premiums for the LTD plan are to be paid by the employee.
- e) The City will pay to the employee a health allowance equal to 50% of the premiums paid by the employee for the LTD plan. Termination of insurance will occur at the 65th birthday or retirement, if earlier.
- f) Regular employees will remain eligible for Health Care Benefits as established in Article 15.2 for the first twenty-four (24) months of receipt of Long Term Disability benefits.

ARTICLE 15 GROUP BENEFITS

15.1 Definition of Spouse

For the purposes of this Agreement, spouse designates legal spouse, common-law spouse, and same-sex partner of an employee, provided that the relationship between the couple meets the requirements of "common law" relationship as determined by Provincial Legislation. This definition shall apply to all articles of this Agreement including, but not restricted to, Articles 15.2 and 15.3.

15.2 Health Care Benefits

A Regular employee covered by this Agreement and who has completed the probationary period shall be eligible for the following group benefits:

- a) Life insurance plan (TERM) in the amount of 2X the annual salary to a minimum of \$100,000 and a maximum of \$150,000 at no cost to the employee. This benefit reduces by 50% on your 65th birthday. Termination of insurance will occur at the earlier of the end of the month following the month in which you reach 70 or retire, or the day you are no longer considered an eligible employee under the terms of the policy.
- b) Accidental death and dismemberment insurance plan in the amount of 2X the annual salary to a minimum of \$100,000 and a maximum of \$150,000 at no cost to the employee. Coverage terminates at the earlier of the end of the month following the month in which you retire, the attainment of age 65 or the day you are no longer considered to be an active employee;
- c) Medical Services Plan of British Columbia, single, couple, or family coverage, at a cost of one hundred percent (100%) of the premium. Termination of insurance will occur at the earlier of the end of the month following the month in which you reach 65 or the day you are no longer considered an eligible employee;
- d) Extended health care insurance plan, single or family coverage, at a cost of fifty (\$50.00) dollars deductible per calendar year. Termination of insurance will occur at the earlier of the end of the month following the month in which you reach 70 or retire, or the day you are no longer considered an eligible employee under the terms of the policy.

The Supplementary Health Care Plan Benefit will provide reimbursement for services provided under the Plan for the following insured practitioners and will be limited to a calendar year maximum of \$1,000.00 per type of practitioner:

Service	Reimbursement
Acupuncturist	\$1,000
Physiotherapist	\$1,000
Registered Massage Therapist	\$1,000
Speech Language Pathologist	\$1,000
Psychologist, social worker (MSW), or Registered Clinical Counsellor	\$1,000
Chiropractor, including one X-ray examination per calendar year	\$1,000
Osteopath, including one X-ray examination per calendar year	\$1,000
Naturopath and Kinesiologist	\$1,000
Podiatrist or Chiropodist, including one X-ray examination per calendar year	\$1,000
Audiologist	\$1,000
Occupational Therapist	\$1,000
Dietitian	\$1,000

e) Dental insurance plan, single or family coverage is as follows:

PART	BENEFIT	REIMBURSEMENT	MAXIMUM
A	Diagnostic/Preventative	90%	
B	Restorative	90%	
C	Orthodontic	50%	\$5,000 lifetime
D	Periodontics	90%	
E	Denture	90%	\$5,000 annual for parts E, F and G
F	Bridge	90%	
G	Crown	90%	
H	Endodontic	90%	

at a cost of fifty (\$50.00) dollars deductible per calendar year. Adult braces are included in the coverage allowed under Part C. Termination of insurance will occur at the earlier of the end of the month following the month in which you reach 70 or retire, or the day you are no longer considered an eligible employee under the terms of the policy.

f) Vision care insurance, single or family coverage, at no cost to the employee.

- i. One hundred (100%) percent reimbursement to a five hundred-dollar (\$500) maximum every twenty-four (24) months. This coverage may be used for Lasik eye surgery. Termination of insurance will occur at the earlier of the end of the month following the month in which you reach 70 or retire, or the day you are no longer considered an eligible employee under the terms of the policy.

- ii. One hundred percent (100%) reimbursement for annual eye examinations for the employee and their dependants. This is a separate benefit from subsection i.

15.3 Pension Plan

- a) A Regular employee, including a Regular part-time employee, shall be covered by a superannuation or pension plan under the *Pension (Municipal) Act*.
- b) Enrolment in the Municipal Pension Plan shall be as set out in the *Pension (Municipal) Act*.
- c) In order to enable employees who qualify according to the *Pension (Municipal) Act* to buy back previous pensionable service, employees may opt to pay the superannuation premium for their probationary period at the beginning of their employment within five years from when the employee first contributed to the plan and the City will pay its required premium if the employee exercises this option.

15.4 Exemptions

An employee who exempts themselves or is exempted from any of the foregoing group benefits forfeits all claims against the City for any premium or contribution the City would have made on their behalf.

15.5 Wellness Program

An annual benefit paid to a maximum benefit of five hundred dollars (\$500.00) per calendar for each regular, full-time employee. The annual benefit for regular, part-time employees will be pro-rata. This benefit may be allocated/shared with the employee's dependents. This benefit will only be paid if receipts are submitted. This allowance may be used on the following items listed and any other negotiated by the Parties:

- Monthly or annual fitness centre fees, sports league/facility fees
- Instructed classes at a fitness facility (such as aerobics classes, yoga, Tai Chi, etc.), drop-in fees or passes
- Home exercise fitness equipment (such as treadmills, stationary bikes, weights, etc.)
- Wellness-related programs such as weight and nutrition counselling programs; such as plan purchase, membership fees, etc.
- Items that have been previously approved
- Or anything that contributes to the betterment of the employee's wellbeing, excluding all alcohol and drug materials and weapons.

This Program will be administered in-house.

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ARTICLE 16 HOURS OF WORK, SCHEDULE "B" EMPLOYEES

16.1 PUBLIC WORKS EMPLOYEES:

16.1.1 Regular Work Week

The regular work week shall constitute forty (40) hours, Monday to Friday, except that the City shall have the right to institute a variation of the regular work days other than Monday to Friday, provided an employee's total hours of work shall not exceed forty (40) hours in any five (5) consecutive work days. The Union shall be notified at least twenty-four (24) hours in advance of any change of schedule for any employee or group of employees.

16.1.2 Regular Work Day

The regular work day shall constitute eight (8) hours from 7:30 a.m. to 12:00 Noon and from 12:30 p.m. until 4:00 p.m., provided that the City and the Union may agree to vary the hours of work, including the unpaid lunch period, upon mutual agreement. If any employee is required to be available to work during their lunch period such period will be with pay. An afternoon and/or night shift may be instituted as circumstances require, provided that such afternoon or night shift work shall not exceed a total of eight (8) consecutive hours per shift, inclusive of two (2) paid fifteen (15) minute rest periods (which the employee may choose to combine into one thirty minute period) and provided that such regularly scheduled shift work shall be composed of five (5) consecutive shifts in any one (1) week. The Union shall be notified at least twenty-four (24) hours in advance of the institution of such shift work for any employee or group of employees.

16.1.3 Maximum Hours of Work

- a. When advanced planning and scheduling was not able to be done, an employee will be permitted to work more than sixteen (16) hours in any twenty-four (24) hour period if no other qualified employees are available to perform the work.
- b. Upon the conclusion of such work the employee will be permitted to have an amount of time, free from work (rest), equal to the employee's regular scheduled workday. If any portion of that rest time involves any part of an employee's next regularly scheduled work hours the employee will be paid, for their entire scheduled work hours, at their regular rate for such hours but not be required to perform service.
- c. For works involving the driving of Commercial Vehicles, i.e., Dump Trucks, the maximum allowable time will be defined based on the current Motor Vehicle Transport Act.

16.2 OFFICE EMPLOYEES

The normal work day (day shift) shall consist of a **scheduled period of seven (7) hours of work between the hours of 8:00 a.m. and 5:00 p.m.** The normal work week shall consist of five (5) such days being Monday to Friday, inclusive.

16.3 RECREATION AND CULTURE SERVICES EMPLOYEES

The regular working hours per day for employees in the Recreation and Culture Department may be varied by the City as circumstances require, but at no time shall the total regular working hours in any one (1) day exceed eight (8) hours per day, nor shall the work week exceed forty (40) hours per week in any five (5) consecutive work days.

The City shall set forth the regular working schedule of each employee not less than two (2) weeks in advance and such schedules shall be forwarded to the Union; and the Union and employee shall be notified at least forty-eight (48) hours in advance of any proposed change of schedule for any employee or group of employees. **The requirement for Union notification of scheduling may be varied by mutual agreement between the Union and the City.**

16.4 WESTERN FINANCIAL PLACE SHIFT WORK:

16.4.1 Hours of Work

The normal work week shall average forty (40) hours with one week working twenty-two (22) hours/week and the next week working fifty-eight (58) hours/week. Working days will be either eleven (11) or twelve (12) hours/day.

16.4.2 Shift Scheduling

It is mutually agreed that split shift type operations are to be avoided where possible; however, the nature of recreational facility workers may be such as to necessitate recourse to this type of scheduling:

- i) No eight (8) hour period of scheduled work shall be spread over a period of greater than twelve (12) hours.
- ii) No eleven (11) or twelve (12) hour period of scheduled work shall be spread over a period of greater than fifteen (15) or sixteen (16) hours respectively.
- iii) Where an employee is required to work a shift that has not been scheduled, it shall be by agreement with the employee and shall not be considered a condition of employment.
- iv) The City shall post an annual (January 1st to December 31st) Schedule of work at the employee's normal work location, by no later than December 1st of the preceding year.

- v) In situations other than emergencies, the employees are entitled to forty-eight (48) hours notification of any change in their respective work schedules. These changes may only be temporary and last no more than three (3) consecutive shifts without the agreement of the parties.
- vi) The City may schedule a casual employee 30 calendar days prior to the specific shift required to be covered.

16.4.3 Shift Changes

In non-emergency situations, if the Employee wishes to change their shift, they must present a Shift Change Request Form to the Facility Supervisor, not less than 48 hours in advance of their shift.

Should the change result in an employee working overtime, they will be compensated at straight time.

16.5 JAIL SUPERVISORS:

16.5.1 Hours of Work

The hours of work shall be a modified expanded work day/compressed work week mutually agreed to between the Union and the City.

16.5.2 Vacation, Sick Leave and Other Leave Entitlements

A Jail Supervisor will be entitled to, and will accumulate leave credits. All accumulations and entitlements outlined in the agreement however, will be adjusted so that the total annual or maximum entitlement or accumulation is equal to that of an employee on a regular 8-hour shift.

It is understood and agreed by the Parties that the concept of no gain, no loss to either Party shall occur as a result of the modified, expanded work day/compressed work week. It is understood and agreed that the City shall not incur costs that would exceed the total costs they would have incurred had they maintained a regular work day/week based on a 40-hour work week (2,080 hours per year). It is agreed that Regular Fulltime Jail Supervisors will be entitled to take up to 104 hours of annual leave without pay.

16.6 Eight Hours Rest

In all scheduling of working hours employees shall have at least eight (8) hours free of duty between the termination of one shift and the commencement of the next. If an employee is required to work during these hours overtime will be applied.

ARTICLE 17 HOURS OF WORK – SCHEDULE “A” EMPLOYEES

17.1 Hours of Work

The basic work day for full-time employees shall be seven (7) hours between the hours of 8:30 a.m. and 4:30 p.m., and the basic work week shall be thirty-five (35) hours, Monday to Friday inclusive. The times for these hours of work may be varied with the mutual consent of the employees and the Department Head, taking into consideration the requirements of the Department.

17.2 Lunch Period

An unpaid lunch period of one (1) hour will be provided and taken within the two (2) hours in the middle of the regular working day. Precise time to be arranged between the City and the employees.

17.3 Eight Hours Rest

In all scheduling of working hours employees shall have at least eight (8) hours free of duty between the termination of one shift and the commencement of the next. If an employee is required to work during these hours overtime will be applied.

17.4 RCMP WATCH CLERK

17.4.1 Regular Workday:

The regular workday for the Watch Clerk shall be ten (10) hours plus one hour for an unpaid lunch. The workday will either be a day shift, scheduled between the hours of 0600 hrs and 1700 hrs or an Evening Shift scheduled between the hours of 1700 hrs and 0400 hrs. The Employee will be provided a fixed monthly schedule no later than by the 15th day of the previous month.

17.4.2 Regular Workweek

The annualized regular workweek will average 35 hours. Shifts will follow their assigned RCMP Watches and be a FOUR ON (two days shifts followed by two evening shifts) FOUR OFF scheduled.

17.5 Modified Work Week / Earned Days Off – Schedule “A” Employees Plus Schedule “B” Employees classified as Parking Meter Attendant and Bylaw Service Officer

The parties acknowledge that for the program to be successful, flexibility will need to be a priority.

The general principles of the Program are:

1. The program will be cost neutral and cannot create operational hardships for the City. The program will be offered to Full Time Regular employees,



however not all Schedule "A" employees may be able to access the Program.

2. There will be a blackout period, only in the finance department, where the Program is temporarily suspended for Tax season May 23rd to July 7th. During this period the employee will work their regular shift. During this period, staff are eligible to bank their EDO.
3. Full time regular employees can choose to participate in the modified work week program. Each March a schedule will be developed for the entire year for each department. The employees will work with their Manager/Director to develop the schedule. This schedule may be changed to meet operational needs throughout the year.
4. It is understood that the applicability of the Program will be evaluated for each new position created.
5. The Program will normally be implemented on a two (2) week cycle.

Schedule "A" Employees and the Parking Meter Attendant will work seventy-two (72) hours over nine (9) days with the last day of the two-week cycle to be used as an Earned Day Off (EDO). All employees will be scheduled to work eight (8) hours per day on a two-week rotation. The nine (9) days worked at eight (8) hours per day will accumulate 9 hours in their EDO bank.

The Bylaw Services Officer will work eighty (80) hours over nine (9) days with the last day of the two (2) week cycle to be used as an Earned Day off (EDO). All employees will be scheduled to work nine (9) hours per day on a two-week rotation. The nine (9) days worked at nine (9) hours per day will accumulate 9 hours in their EDO bank.

6. An earned EDO day may be taken any day of the week on the last week of the two-week cycle. By seniority, each employee will have the opportunity to select which day of the week that they want to take their EDO, subject to final management approval. Such approval may not be reasonably withheld. The day selected will normally remain constant for the entire year except in extenuating circumstances. An EDO day that is deferred will remain in the employee's EDO bank to be used on a mutually agreed upon alternate day.
7. Schedule "A" Employees and the Parking Meter Attendant

EDO hours are to be earned by working an extra one (1) hour daily on regular schedule with the approval of their department manager. Eight (8) consecutive hours, to be completed between the hours of 7:45 a.m. - 5:15 p.m. with an unpaid lunch break.

Bylaw Service Officer

EDO hours are to be earned by working an extra one (1) hour daily on regular schedule with the approval of the department manager. Nine (9) consecutive hours, to be completed between the hours of 7:00 a.m. - 5:30 p.m. with an unpaid lunch break.

8. Sick leave for Schedule "A" Employees and the Parking Meter Attendant will be at eight (8) hours per day.

Sick leave for the Bylaw Services Officer will be at nine (9) hours per day.

9. EDO Bank Hours for Schedule "A" Employees and the Parking Meter Attendant.

Employees will be able to bank up to 9 hours bi-weekly for future use in the following order:

- a. To cover off the hours required to take one 7-hour EDO day.
- b. To top off sick leave days to 8 hours.
- c. To top off statutory Holidays to 8 hours

10. EDO Bank Hours for Bylaw Services Officer

Employees will be able to bank up to 9 hours bi-weekly for future use in the following order:

- a. To cover off the hours required to take one 8-hour EDO day.
- b. To top off sick leave days to 9 hours.
- c. To top off statutory Holidays to 9 hours

11. For Schedule "A" Employees and the Parking Meter Attendant overtime on regularly scheduled workdays will not commence until (8) hours per day has been worked by the employee. If the additional one (1) hour extends the shift past 5:00 p.m. or start before 7:00 a.m., shift differential will not be paid.

For the Bylaw Services Officer, overtime on regularly scheduled workdays will not commence until nine (9) hours per day has been worked by the Employee. If the additional one (1) hour extends the shift past 5:00 p.m. or starts before 7:00 a.m., the shift differential will not be paid.

12. a. When an EDO day falls on a Friday Statutory Holiday, the EDO will be moved to the preceding Thursday. When the EDO falls on a Monday Statutory Holiday, the EDO day will be moved to the Tuesday immediately following. When the EDO falls on a Tuesday, Wednesday or Thursday Statutory holiday the EDO day will be moved to a mutually agreeable day.
- b. For Schedule "A" Employees and the Parking Meter Attendant Statutory Holidays will remain at seven (7) hours per day. For every Statutory Holiday one (1) hour will need to be worked or topped up

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from one's overtime or EDO bank, in order to make up the EDO time. If worked the EDO time must be made up at a mutually agreed upon time in order to maintain their EDO bank at an appropriate level. If the one (1) hour a day is not made up it would impact an employee's eligibility to take a full EDO day.

- c. For the Bylaw Services Officer, Statutory Holidays will remain at eight (8) hours per day. For every Statutory Holiday one (1) hour will need to be worked or topped up from one's overtime or EDO bank, in order to make up the EDO time. If worked the EDO time must be made up at a mutually agreed upon time in order to maintain their EDO bank at an appropriate level. If the one (1) hour a day is not made up it would impact an employee's eligibility to take a full EDO day.

- 13. If/when a conflict arises between requested vacation and a scheduled EDO day with two different employees requiring vacation coverage, in the same working unit, the vacation request will take precedence over the scheduled EDO day and the employee affected will have a mutually agreed upon compensating EDO day off. Where there are vacation changes or use of accumulated overtime requests made after the initial annual vacation booking process in January, the scheduled EDO days will take precedence.
- 14. When relieving in a higher paid position for two (2) consecutive weeks or more, EDO will be earned at the higher rate of pay. When relieving in a higher paid position for less than two (2) weeks, EDO will be earned at the employee's regular position rate. Dollars, not hours, will be used for the EDO bank (i.e. overtime bank as it currently exists).

ARTICLE 18 SHIFT DIFFERENTIAL/PREMIUMS

18.1 Pyramiding with Overtime

Shift differential does not apply to overtime hours.

18.2 SCHEDULE "B" EMPLOYEES (Unless specified elsewhere):

18.2.1 Shift Differential

An employee employed on any shift other than regular day shift, shall be entitled to shift differential in the amount of \$1.00 per hour.

When any of the hours of a shift fall outside of the regular hours of the regular work day as specified in this Article, they shall be entitled to the shift differential for the full eight (8) hours.

18.2.2 Other Differential/Rates

All employees shall receive \$1.00 per hour additional differential for working Saturdays and/or Sundays.

18.2.3 Dirt Differential

- a) The City shall pay dirt differential in the amount of \$1.50 per hour over and above the regular rate of pay for no less than eight (8) hours for any one (1) day to employees while engaged in the following:
- Repairing and cleaning sanitary sewers or manholes and the lagoon screener,
 - Repairing water leaks in winter (winter shall be the period from October 1st to April 1st in each year),
 - Spray painting indoors,
 - Directly handling asphalt materials in liquid or mulch form while constructing and repairing asphalt surfacing, including the operation of hand operated rollers/plate compactors (but does not include the operation of sand spreaders, road rollers, trucks, asphalt spreaders or graders),
 - Handling concrete or cement,
 - Grinding and cutting asphalt/concrete,
 - Directly handling chlorine and/or pesticides or other noxious chemicals (not including the fueling of vehicles),
 - Removal of dead carcasses,
 - Mixing of Brine (Calcium Chloride)
- b) Employees have the right to refuse work when it involves asbestos exposure.



- c) The Classifications of Facility Supervisor and Facility Technician who work at the WFP facility are not entitled to pay under this clause.

18.3 WESTERN FINANCIAL PLACE: (Facility Tech's and Supervisor)

18.3.1 Shift Differential

Shift Differential shall be paid as follows:

- \$1.00 an hour for hours worked outside of 0500 and 1700 hours; and
- \$1.00 an hour for hours worked on a Saturday and Sunday between 0500 and 1700 hours; and
- \$2.00 an hour for hours worked on a Saturday and Sunday outside of 0500 and 1700 hours.

18.4 JAIL SUPERVISORS:

18.4.1 Shift Differential

Shift differential shall be paid as follows:

- \$1.00 an hour for hours worked outside of 0800 and 1600 hours Monday through Friday; and
- \$1.00 an hour for hours worked on a Saturday and Sunday between 0800 and 1600 hours; and
- \$2.00 an hour for hours worked on a Saturday and Sunday outside of 0800 and 1600 hours.

18.5 Aquatic Premium for Lessons

All certified Swim Instructors shall be eligible for a two (\$2.00) an hour premium during lessons after achieving a minimum of 4 lesson sets and after completing their 5th lesson set in one calendar year.

18.6 Aquafit Premium

Aqua Fit Class instruction premium is two dollars (\$2.00) an hour, two (2) hour minimum premium. Any employee who is qualified to instruct Aqua Fit Class and instructs a class shall be entitled to the premium.

The employer agrees that any employee who has been certified as an Aqua Fit Class Instructor will have their re-certification fees covered by the employer as per operational requirements.

18.7 SCHEDULE "A" EMPLOYEES:

18.7.1 Shift Differential

A Regular full-time employee who works on a shift requiring that they be on duty between the hours of 5:00 p.m. and 7:00 a.m. shall be entitled to shift premium in the amount of \$1.00 per hour.

When any of the hours of a shift extend beyond 5:00 p.m. or commence before 7:00 a.m., the employee shall be entitled to the shift premium for the full shift. All Regular employees shall receive shift premium for regular hours worked on Saturdays and Sundays.

18.7.2 Watch Clerk

Shift differential shall be paid as follows to permanent positions:

- \$1.00 an hour for hours worked outside of 0800 hours and 1700 hours Monday through Friday; and
- \$1.00 an hour for hours worked on a Saturday and Sunday between 0800 and 1700 hours; and
- \$2.00 an hour for hours worked on a Saturday and Sunday outside of 0800 and 1700 hours.

ARTICLE 19 OVERTIME

19.1 Definition of Overtime

Overtime means those hours worked in excess of normal hours of work as per Article 16.

19.2 Allocation of Overtime

Overtime shall be allocated to the senior employee who is willing and qualified to perform the available work. Temporary, unplanned overtime shall be to the crew that is performing the work (continuation of a shift). Emergency call-out shall be allocated as per the emergency call-out list. If all qualified employees are unwilling to work the required overtime, the work will be assigned to the junior qualified employee. The City is required to update the emergency call-out list immediately when any changes to personnel occur and provide such updated list to the Union within five (5) working days.

19.3 SCHEDULE "B" EMPLOYEES (Unless specified elsewhere):

19.3.1 Overtime Pay

All employees shall be paid one and one-half (1 ½ x) their regular hourly rate of pay for each of the first three (3) hours worked in excess of eight (8) hours in any one (1) day and double (2 x) their regular hourly rate of pay for each hour worked in excess of eleven (11) hours in any one (1) day from Monday to Friday.

For work performed on Saturdays, the employee shall be paid time and one-half (1 ½ x) for each of the first eight (8) hours worked and double time (2 x) for each hour worked in excess of eight (8) hours. Double time (2 x) shall be paid for all work performed on Sundays.

19.3.2 Shift Work - Overtime

In the event a working week is altered to include Saturday and/or Sunday within a five (5) consecutive day, forty (40) hour period, one and one-half times (1 ½ x) the regular rate of pay shall be paid for each of the first three (3) hours worked in excess of eight (8) hours and double time (2 x) regular hourly rate of pay for each hour worked in excess of eleven (11) hours in one (1) day on any of the five (5) consecutive days. For work performed on the first day following a five (5) consecutive day period, the employee shall be paid time and one-half (1 ½ x) for each of the first eight (8) hours worked and double time (2 x) for each hour worked in excess of eight (8) hours. Double time (2 x) shall be paid for all work performed on the second day following the five (5) consecutive day period.

19.3.3 Meal Periods During Overtime

When an employee has been requested by their Supervisor to work overtime and has agreed to do so, the employee, at their request, shall be granted meal time as follows:

- a) During summer hours, more than two (2) hours of overtime must be worked to qualify for, three quarters (3/4) of an hour off, without loss of pay, to obtain a meal. The City may provide transportation facilities to enable the employee to obtain their meal. Compensation shall not be paid in lieu of meal time unless approved by the Non-Union Supervisor. For extended periods of time an employee will be provided a meal break or pay pursuant to subsection c) every 4 hours after two hours of overtime.
- b) During winter hours, after the first one (1) hour of overtime, three quarters (3/4) hour off, without loss of pay, to obtain a meal. The City may provide transportation facilities to enable the employee to obtain their meal. Compensation shall not be paid in lieu of meal time unless approved by the Non-Union Supervisor. For extended periods of time an employee will be provided a meal break or pay pursuant to subsection c) every 4 hours after one hour of overtime.
- c) Where it appears, in the opinion of the Supervisor, that the overtime work will not exceed one (1) hour after the employee's return from their meal, the employee may, if requested, continue working without the benefit of time off for a meal and receive a bonus of one (1) hour additional overtime pay after cessation of work.
- d) It is agreed and understood that this is a statement of general policy and both Parties shall be guided by the nature of the work being performed having particular regard to the safety of the public and the preservation of property.

19.3.4 Weekly Overtime

Any Casual or Part-time employee who works more than forty (40) hours in any seven (7) day period will be entitled to be paid one and one-half times (1 ½ x) their regular rate of pay for the first eight (8) hours worked and double time (2 x) their regular rate pay for any hours worked beyond that in the seven (7) day period. This article would not apply to a modified work week.

19.3.5 Exhumation

In the case of exhumation of a body or of any human remains at the cemetery, triple the regular rate of pay shall be paid to an employee for digging out and opening the old grave and removing the remains. This duty to be strictly voluntary and any employee may refuse this duty. Employees may take the premium time as lieu time.

19.4 WESTERN FINANCIAL PLACE TECHNICIANS:

19.4.1 Shift Work - Overtime

In the event that a Regular Full-Time employee, who works shift work, is called in to work overtime they will be paid time and one-half (1 ½ x) of their regular rate of pay except on their scheduled weekend consisting of Saturday and Sunday off. On these days they will receive double time (2 x) for all work performed on the Saturday and/or Sunday based on when the shift starts.

19.5 JAIL SUPERVISORS

19.5.1 Overtime Pay

In the event that a Regular Full-Time employee is required to work on their scheduled days off they will be paid time and one-half (1 ½ x) of their regular rate of pay for the first twelve (12) hours worked on that set of days off. If this employee is required to work more than twelve (12) hours during the entire set of days off they will be paid double time (2 x) for all other hours during that set of scheduled days off.

19.6 SCHEDULE "A" EMPLOYEES:

19.6.1 Overtime - Monday to Friday

All time worked before or after the regularly established working day or in excess of seven (7) hours per day, Monday to Friday, shall be considered overtime and paid for at one and one-half times (1 ½ x) the employee's straight time rate. All overtime in excess of three (3) consecutive hours to be paid for at twice (2 x) the employee's straight time rate.

19.6.2 Overtime - Saturdays and Sundays

Work performed on Saturday shall be considered as overtime and the employee shall be paid at the rate of one and one-half times (1 ½ x) the employee's straight time rate for the first seven (7) hours worked and double time (2 x) for each hour worked in excess of seven (7) hours. Time worked on Sundays shall be considered as overtime and paid at twice (2 x) the employee's straight time rate. The Department Head or their designate must approve overtime for Sunday time worked in advance of the time being worked.

19.6.3 Watch Clerk

a) Regular Workday:

All time worked before or after the regularly established working day or in excess of ten (10) hours per day shall be considered overtime and paid at twice (2 X) the employee's straight time rate.

b) Work Performed on Days of Rest

The first eight (8) hours worked during an employee's days of rest shall be considered overtime and the employee shall be paid at the rate of one and one-half times (1 ½ x) the employee's straight time rate except if their schedule days of rest consist of a Saturday or Sunday. On these days they will receive double time (2 X) for all work performed on the Saturday and / or Sunday, based on when the shift started. All other hours worked during an employee's days of rest shall be considered overtime and paid at twice (2 x) the employee's straight time rate.

19.6.4 Meal Period During Overtime

An employee requested to work overtime beyond the regular work day shall be allowed a three-quarter (3/4) hour paid meal period at the applicable overtime rate of pay, provided such overtime is in excess of two (2) hours of work. The meal period may be taken before, during or after the overtime work as may be mutually agreed between the employee and their Supervisor.

19.6.5 Minimum Overtime Pay

An employee called back to work after completing a regular day's work or from a regular day off shall be paid overtime rates for a minimum of four (4) hours or for the time worked, whichever is greater.

19.6.6 Declining of Overtime

Employees may decline overtime on a seniority basis providing there are other employees available who, in the opinion of the City, are qualified to perform the work. In such cases, the junior employees may not decline to work overtime.

19.6.7 Time Off in Lieu of Overtime Pay

Employees who work overtime may request time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the City. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings. When carryover is calculated it must be based on the next year's base hourly rate.

19.6.8 Weekly Overtime

Any casual or Part-time employee who works more than thirty-five (35) hours in any seven (7) day period will be entitled to be paid one and one-half times (1 ½ x) their regular rate of pay for the first seven (7) hours worked in excess of thirty-five (35) hours, in the seven (7) day period and twice (2 x) their regular rate of pay for any hours worked beyond the first seven (7) hours. This article would not apply to a modified work week.

19.7 Banking of Overtime

Employees shall have the option of banking up to twenty (20) days per year and taking time off in lieu of overtime pay, at times agreeable to the Department Head, up to a maximum of ten (10) days per year. When the accumulated overtime exceeds this amount, the employee must take the amount earned, in cash, prior to February 28th of each year. When carryover is calculated it must be based on the next year's base hourly rates.

ARTICLE 20 CALL OUTS

20.1 Call Out

- a) Call Out that requires employee to report to their workplace.

Regular/Term employees called out to work before the beginning of a shift, where such hours worked are not continuous with the regular shift, or, called back after completing a regular day's work, where such work is not continuous with the regular shift, or from a day off, shall be paid for a minimum of four (4) hours at their regular rate of pay or time and one-half (1 ½ x) whichever is greater. An employee called in on a scheduled rest day shall likewise be paid a minimum of four (4) hours at their regular rate of pay or time and one-half (1 ½ x) whichever is greater. Call out will begin from the time the employee reports to the workplace.

- b) Remote Call Out

- i. Employees called to complete work remotely and not required to physically report to the worksite, shall be paid a minimum of two (2) hours at their regular rate of pay for each call the employee is required to respond to. If a single call takes more than one hour to resolve remotely the employee will be paid a minimum of two (2) hours at their regular rate of pay or time and one-half (1 ½ x) whichever is greater.
- ii. This payment will be in addition to any callouts the employee attends under Section "a" above or if they're scheduled to be on Standby pursuant to this Collective Agreement.
- iii. If additional calls come in within the first call out, that are related to the first call, it will be deemed as part of the initial call out.
- iv. If additional calls come in within the first call out, that are not related to the first call, it will be deemed as a new call out and will be paid pursuant to b).i above.

This clause shall not apply to Aquatic Centre Casual staff i.e. guards and/or instructors.

ARTICLE 21 SALARY SCHEDULES AND WAGE RATES

21.1 Salary Schedules

An employee shall be paid in accordance with the following salary schedule which is attached hereto and form part of this Agreement:

Schedule 'A': Inside Workers

Schedule 'B': Outside Workers

21.2 Wages in Relieving Positions

21.2.1 Schedule "B":

For an employee temporarily assigned to work continuously in a higher classification for more than one-half (1/2) hour, they will be paid at the higher rate for the greater of two (2) hours' pay or for the actual hours worked in the higher classification on the shift.

Aquatic staff who are designated to relieve in a higher paying position will receive the corresponding higher rate of pay.

This Article does not apply when the employee is undergoing training to qualify that employee for a higher classification.

21.2.2 Schedule "A":

When an employee is temporarily assigned to a higher rated classification for more than a two (2) day period and performs the principle duties of the classification, they shall be paid the higher rate of pay. When an employee is temporarily assigned to a lower rated classification, their rate of pay shall not be reduced.

This Article does not apply when the employee is undergoing training to qualify that employee for a higher classification.

21.3 Promotional Increases, Schedule "A" Positions

An employee who is promoted shall be paid at a salary step in the higher grade, which shall ensure an increase in monthly salary.

21.3.1 Salary Progression/Length of Service Increases

An employee shall progress automatically up the salary range for their job grouping in accordance with the required service on the job; however, if an employee is placed on a length of service a step higher than the minimum required by their service by promotion, they shall receive increases thereafter as though they had the required service.

Salary increases may be withheld for inadequate performance, providing that one (1) month's notice of intent to withhold is given, in writing, by the Supervisor concerned to the employee affected.

There shall be no salary increase if the employee is on Worker's Compensation for a period longer than twenty-six (26) weeks, Long Term Disability (LTD), is laid off or on a voluntary leave of absence.

21.3.2 Salary Policy on Recalls and Demotions

Employees recalled to their former position or to a position having the same salary range shall receive the current rate for the step in the salary range they held at the time of layoff.

Employees recalled to a position in a salary range which is lower than their former position, shall be paid their former salary if it is not higher than the maximum rate for the position to which they are recalled. If the former salary is higher, they shall be paid the maximum rate for the lower position.

Salary policy applicable in the case of demotions shall be resolved between the Union and the City.

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ARTICLE 22 STATUTORY/GENERAL HOLIDAYS

22.1 Entitlement

The recognized Statutory Holidays shall be as follows:

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
National Day for Truth and Reconciliation	

and any additional day proclaimed by the Federal or Provincial Government or the City of Cranbrook. When a statutory holiday falls on Saturday and/or Sunday, the following Monday and/or Tuesday shall be deemed to be the day in lieu.

22.2 Payment of Statutory Holidays

All Regular full-time employees shall be paid for statutory holidays at their regular rate of pay without being required to render service on such holidays, provided the employee works the scheduled working day previous to such holiday or the scheduled working day following such holiday, regardless of whether the holiday falls on a working day or not. If an employee is on layoff or leave of absence at the time of the statutory holiday they will not be entitled to any statutory holiday pay unless they worked the working day previous or the working day after the statutory holiday.

22.3 Rate of Pay

All work performed by the Regular full-time employee on any statutory holiday shall be paid at one and one-half times (1 ½ x) the employee's regular rate, in addition to any pay received in accordance with the provisions of Article 22.2. Employees who work on a shift that straddles a Statutory Holiday will only be paid the overtime rate for the hours' work on the actual Statutory Holiday.

22.4 Statutory Holidays During Annual Vacation

An employee using their vacation entitlement for a period of time that includes a statutory holiday(s) will not use the vacation entitlement for the amount of the statutory holiday time that the employee is entitled to.

22.5 Statutory Holiday Pay: Other

Casual, Term, Regular Part Time, Employees shall receive statutory holiday pay and be paid for work performed on a statutory holiday as follows:

1. Statutory holiday pay will be calculated as per Section 45 (1) of the *Employment Standards Act* using the formula "amount paid ÷ days worked" to calculate an average day's pay, and the following definitions shall apply:

Amount paid: is the amount paid or payable to the employee for work that is done during, and wages that are earned within the thirty-day (30) calendar day period preceding the statutory holiday, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and;

Days worked: is the number of days the employee worked or earned wages within that thirty (30) day calendar day period.

2. If an employee is required to work on a statutory holiday, the employee will be paid as per Section 46 (a) of the *Employment Standards Act*, and the following shall apply:

Hours worked: One and one half (1 ½) times the employee's regular wage (rate of pay) for the time worked plus the amount defined in subsection 1 above.

ARTICLE 23 ANNUAL VACATIONS

23.1 Placement

That all Regular employees be placed on the vacation entitlement grid according to "completed continuous years" of service. This will be understood as the time from their first date of employment, less any voluntary leave/break in service; or, if the employee has severed their employment with the City, the time from the last date of rehire, less any voluntary leave/break in service.

Both Parties also agree that the voluntary leave/break in service only includes Article 13.11 – Leave of Absence (General).

23.2 Entitlement

A Regular employee shall receive annual paid vacation entitlement in accordance with completed continuous years of service as follows:

<u>Continuous Years of Service</u>	<u>Working Days Paid Vacation</u>	<u>Working Days Paid Vacation Effective January 1, 2025</u>
1	10	10
2	15	16
3	15	16
4	16	18
5	17	19
6	17	19
7	18	20
8	18	20
9	19	21
10	20	22
11	20	23
12	21	24
13	21	24
14	22	25
15	23	26
16	24	27
17	24	27
18	25	28
19	25	28
20	26	29
21 to 23	27	30
24 to 26	28	31
27 to 29	29	32
30 and thereafter	30	33

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23.3 Service Recognition Vacation Days

On their 5th year of continuous service they will receive an additional lump sum of 4 days' vacation leave.

On their 10th, 15th, 20th, 25th, 30th, 35th, 40th and 45th year of continuous service they will receive an additional lump sum of 5 days' vacation leave.

23.4 Vacation Entitlement for those employees who are not Regular Full-time.

Regular Part Time and Term (more than one year) employees shall receive vacation entitlement in accordance with completed years of service as per Article 23.2. Their annual allotment will be prorated based on hours worked.

Casual and Term (less than one year) employees shall be paid vacation pay equal to four percent (4%) of their gross earnings on each pay.

23.5 Vacation Entitlement; Short Term and Long-Term Disability

- a) A Regular employee who has completed the required probationary period and whose claim for Short Term Disability has been accepted by the Carrier; will continue to accrue vacation leave credits for the period that they are on Short Term Disability, in accordance with Article 14.5 (c) of the Collective Agreement.
- b) Regular employees who use the LTD plan, would accrue paid vacation credits for a maximum of twelve (12) months from the start of LTD coverage.

These vacation credits will be attributed to the Regular employee only after being off LTD benefits and having returned to work for the employer on a regular basis for a minimum of three (3) months. For greater clarity, this does not include work, which is part of a return to work (RTW) program where the Regular employee is subsidized by a LTD plan.

If a Regular employee returns to work on a gradual return to work basis, paid vacation credits will accrue while on such a program on a proportional basis of the number of hours they are working as compared with their prior full-time employment. When off LTD and back to full-time employment, all time worked on the RTW program will be considered as continuous years of service for the purpose of determining their paid vacation entitlement for the following year.

All time that a Regular employee is on an LTD plan is to be included in the calculation of continuous years of service for the purposes of determining an employee's vacation entitlement for the following year (and thereafter) after returning to work from a period on LTD.

The Clause does not apply to employees who are not eligible for the Weekly Indemnity Plan.

23.6 Vacation Periods

At the employee's discretion, but subject to operational needs, the vacation periods set out in this Article may be split provided no portion of the vacation thus taken is less than one week's duration. Employees may split their vacation entitlement twice in each vacation year. An employee may use five (5) vacation days per year as floater days, to be taken at a time mutually agreed between the employee and the Department Head. The use of floater days will not be unreasonably denied.

23.7 Seniority

Senior employees shall be given preference in the selection of vacation periods. These employees must submit their annual vacation requests by February 15th of each year. The Employer agrees that they will make every reasonable attempt to respond to the vacations request by March 15th. Vacation requests submitted after February 15th will be considered on a first come first serve basis.

23.8 Vacation Earnings to Last Day Worked

Upon termination, annual vacation entitlement earnings and accumulation shall be computed to the last day worked and any unused annual vacation entitlement shall be paid out in salary.



ARTICLE 24 CONDITIONS OF EMPLOYMENT

24.1 Transportation

The City agrees to provide suitable free transportation for employees from their place of assembly to and from their place of work. Such transportation shall have adequate shelter from inclement weather. It is agreed that employees shall be prepared to leave the place of assembly for their place of work at the regularly scheduled starting time, and return from their place of work to the assembly point on the City's time so as to arrive at the assembly point at the regularly scheduled quitting time.

24.2 Rest Period - Regular Work Day

During a regular work day, all employees shall be entitled to a paid fifteen (15) minute rest period at 10:00 a.m. and at 2:30 p.m.

24.3 Rest Period - Afternoon or Night Shift

During an afternoon or a night shift, all employees shall be entitled to two (2) paid fifteen (15) minute rest periods which the employee may choose to combine into one thirty-minute period.

24.4 Work Across the Corporation

At the discretion of the City, it is agreed that all employees could at times be assigned, with notice, to work at any City facility or location, including, but not necessarily limited to: City owned buildings, parks and open spaces and roads. These employees may be, but are not necessarily limited to: Trades and Specialty positions such as, carpentry, electrical and/or mechanical, truck driver/labourers and equipment operators.

24.5 Tool Allowance

The City will provide to each Mechanic and Mechanic/Welder an annual tool allowance to maintain and upgrade their tool boxes. The allowance will be \$400.00.

Those receiving this allowance must provide a tool inventory on March 1st of each year.

24.6 Loss of License

It is agreed that a regular employee who loses a driver's license or has the driver's license restricted and whose job description has a requirement for a valid B.C. Driver's license, may be provided with alternate work at the same or lower classification. If more than two employees access this provision at the same time, those beyond two shall be accommodated, provided this does not cause undue hardship for the City. The employee shall be paid in accordance with the rate for

the classification to which reassigned. Upon restoration of the license, the employee will be returned to the classification held immediately prior to the reassignment. Such accommodation shall not be unreasonably denied.

24.7 Certification Expenses

The Employer shall reimburse Regular employees, and employees in the Lifeguard/Instructor I classification, for all professional certification fees incurred by the employee to maintain the employee's certifications necessary to perform the duties of the employee's position, as approved by the Director.

24.8 Training

Employees shall be paid at their regular rate of pay for all mandatory training required under Federal and Provincial Statute or Regulation. If the total amount of weekly hours working and attending training exceeds their scheduled working hours for the specific week in which the training occurred, the appropriate over time rates will apply. The City will make every effort to schedule training during an employee's regular work hours. This includes Aquatic employees who partake in recertification sessions that are essential or mandatory for the Employee to perform the duties of the Employee's position. This includes those recertifications required under Federal and Provincial Statutes or Regulations; and any certification deemed essential or mandatory in a classification's job description.

24.9 Assigning Duties

When assigning duties to employees at Public Works, seniority will be considered first within each crew function. Seniority will allow employees of the crew functions the first opportunity to be assigned work that would see the employee earn higher pay, including any premiums or differentials.

During the workday, when unplanned and unpredictable events can occur, and new work is required to be completed in a timely manner, operational efficiency and effectiveness have priority over seniority. Management must apply this clause in a fair and reasonable manner.

If a junior employee is assigned work instead of a senior employee due to this priority, the senior employee will not be paid the applicable rate, premium or differential.

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24.10 The Parties agree that the listed Procedural Bulletins form part of the Collective Agreement as Appendix "B"

1. THE TEMPORARY REPLACEMENT OF BARGAINING UNIT SUPERVISORY STAFF AT PUBLIC WORKS
2. PROCEDURE TO ALLOCATE PUBLIC WORKS OVERTIME – PURSUANT TO ARTICLE 19.2

ARTICLE 25 OCCUPATIONAL HEALTH AND SAFETY

25.1 Safety Committee

The Union and the City agree that safety and health shall be in accordance with the *Worker's Compensation Act* and all its regulations.

There shall be a Union-Management Safety Committee with member(s) composed of personnel employed by the City. The composition will be **determined** through Management and Union representatives. Both Parties in making their appointments shall be motivated by the need to select representatives who shall be best capable of promoting safety on the job.

25.2 Meetings

The Joint Safety Committee shall hold monthly meetings on a designated day agreeable to the majority, or upon request of either party, and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings. It is understood that separate meetings will be held by employee groupings as required by provincial legislation.

25.3 Minutes

Minutes of all Joint Safety Committee meetings shall be kept, and copies of such minutes shall be sent to the City and to the Union, and a copy shall be posted on the bulletin boards as provided for in Article 4.6.

25.4 Payment

Time spent by employees in the performance of their duties as members of the Joint Safety Committee shall be considered as time worked provided the meetings are held during regular working hours and payment shall be on the basis of straight time only.

25.5 Workplace Incident Investigations

No bargaining unit employee, including those in a supervisory position, shall lead any investigation related to a workplace incident or injury.

The Bargaining Unit supervisor will be responsible to participate as outlined below:

- a) Ensure the worksite where the incident took place is safe.
- b) Document the place, date, and time of the incident.
- c) Document the names and job titles of persons injured in the incident.
- d) Document the names and job titles of witnesses.
- e) Document the names and job titles of any other persons whose presence might be necessary for a proper investigation of the incident.

- f) Be included in any discussions regarding the identification of any unsafe conditions, acts or procedures that significantly contributed to the incident.
- g) Be included in any discussions regarding corrective measures identified and taken to prevent the recurrence of similar incidents.

Any documentation gathered will be provided to exempt personnel to conduct the Preliminary Investigation.

25.6 Provision of Protective Clothing

Employees assigned to jobs where ordinary clothing is not adequate, shall be provided with the necessary protective clothing namely, goggles, slickers, high rubber boots, waders, plastic gloves, and hard hats and liners as approved by the City. Such clothing shall remain the property of the City. Any such clothing subject to contamination shall be properly sanitized before re-issue.

25.7 Time Allowance for Clothing Change

Employees at Public Works shall be issued coveralls as needed. If any worker becomes exceptionally soiled during their duties, they shall be allowed a reasonable amount of time to clean and change.

25.8 By-Law and Parking Meter Officers

Officers shall be provided with uniforms and footwear, per article 25.8 as approved by the City.

25.9 New Boot Allowance

Effective January 1, 2024 Regular Part Time or Full Time employees, who have successfully completed their probationary period, will receive up to a maximum of \$700.00 every twenty-four (24) months for safety footwear, upon proof of payment, to those employees who are required to wear such footwear. Aquatic workers are excluded from this benefit.

25.10 Clothing and Footwear Allowance - Aquatic Centre

- a) The City shall provide a swimsuit uniform as determined by the department Director at no cost to the employee. Old suits must be turned in.
- b) The City shall also supply the following work equipment to regular employees and new hires achieving casual status. Work equipment will be replaced when compromised and must be turned in:
 - Rash guard (for each individual)
 - Shorts
 - Pair of goggles
 - Swim Cap

Handwritten initials/signature

- c) The City shall determine the appropriate minimum standard of safety footwear and provide employees the following allowance upon proof of payment:
 - i) For those employees who instruct the Aqua Fit class a maximum of two hundred and eighty (**\$280.00**) dollars every twenty-four (24) months.
 - ii) For casual employees, who have completed forty (40) hours of work, who do not instruct the Aqua Fit class a maximum of one hundred and fifty (**\$150.00**) dollars every twenty-four (24) months.

ARTICLE 26 GENERAL PROVISIONS

26.1 Term

This Agreement shall be binding and remain in effect from March 1, 2023 to February 28, 2027.

26.2 Renegotiation Notice

Either Party may, within the period of four (4) months immediately preceding the date of expiry of this Agreement, by notice, require the other Party to commence collective bargaining.

All terms and conditions of this Collective Agreement will remain in full force and effect during the period of collective bargaining for a renewal of this Agreement and thereafter, unless the parties mutually agree otherwise.

26.3 Exclusion

The Parties hereto specifically exclude the application of Section 50(2) and 50(3), of the "*Labour Relations Code of British Columbia*".

26.4 Present Conditions and Benefits

All addenda, appendices, schedules or other attachments to this Agreement, which have been signed and dated by the authorized representatives of the City and of the Union, shall form part of this Agreement.

26.5 Printing of Agreement

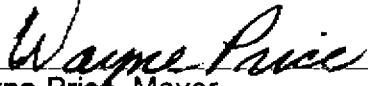
The Union will be responsible for the amending and drafting of the Collective Agreement and the costs associated with the printing and supply of the Collective Agreement will be borne by the City.

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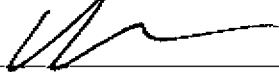
IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf this 10th day of June, 2024.

Signed on behalf of

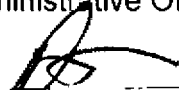
THE CORPORATION OF THE CITY OF CRANBROOK



Wayne Price, Mayor



Mark Fercho,
Chief Administrative Officer



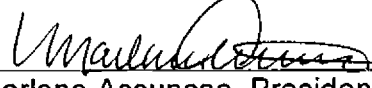
Peter Choi,
Human Resources Director

June 10, 2024

Date

Signed on behalf of

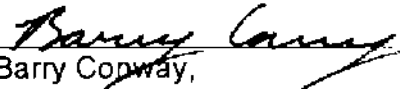
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2090



Marlene Assuncao, President



Brian Paton, Vice President



Barry Conway,
CUPE National Servicing Representative

June 10, 2024

Date

SCHEDULE "A" INSIDE EMPLOYEES

The Corporation of the City of Cranbrook

Inside Workers

For the Period March 1, 2023 to February 28, 2027

Pay Grade	Classifications	Scale	Year 1	Scale	Year 2	Year 3	Year 4
			March 1 2023 *		March 1 2024	March 1 2025	March 1 2026
1	• Receptionist	Start	28 3733				
		6	29 8834	Start	31 2282	32 1650	33 1300
		12	31 3668	6	32 7783	33 7616	34 7745
2	• Cashier-Pool • Public Works Clerk • Receptionist-Clerk	Start	29 4748				
		6	31 1806	Start	32 5838	33 5613	34 5681
		12	32 7972	6	34 2731	35 3013	36 3604
3	• Cashier • Clerk Cashier • Engineering Secretary • RCMP Data Processing Clerk • RCMP Receptionist Clerk • Recreation Worker • Finance Secretary • CIPC Operator/Clerk	Start	30 5940				
		6	32 2555	Start	33.7070	34.7182	35 7597
		12	33 9255	6	35.4522	36 5157	37 6112
4	• Cashier-Payroll Clerk • Finance Accounting Clerk	Start	31.5714				
		6	33 2236	Start	34.7186	35 7602	36.8330
		12	34 8670	6	36.4360	37 5291	38.6550
5	• Public Works Accounting Clerk (Purchasing) • Community Services Development Clerk • Human Resources Clerk • Accounts Payable/Payroll/Cashier • Facility Assistant • Office and Programming Assistant • Watch Clerks	Start	32 5396				
		6	34 1919	Start	35 7305	36 8024	37 9065
		12	35 9063	6	37.5221	38 6478	39.8072
6	• Payroll Clerk	Start	33 6500				
		6	35 2846	Start	36.8725	37 9786	39 1180
		12	36 9723	6	38 6360	39 7951	40 9890
7	• RCMP Administration Clerk • Exhibits Custodian	Start	34 4938				
		6	36 1551	Start	37.7821	38 9156	40 0830
		12	37 8519	6	39.5552	40 7418	41 9641

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Pay Grade	Classifications	Scale	Year 1	Scale	Year 2	Year 3	Year 4
			March 1 2023 *		March 1 2024	March 1 2025	March 1 2026
			4.50%		4.50%	3%	3%
8	<ul style="list-style-type: none"> Accounting/Payroll Clerk Tax/Accounts Receivable Clerk Engineer Clerk/Assistant Approving Officer Court Liaison Clerk 	Start	35.2846				
		6	36.9723	Start	38.6360	39.7951	40.9890
		12	38.6870	6	40.4279	41.6408	42.8900
9		Start	36.9723				
		6	38.6870	Start	40.4279	41.6408	42.8900
		12	40.3213	6	42.1358	43.3999	44.7019
10	<ul style="list-style-type: none"> Assistant Building Inspector Computer Support Specialist (Help Desk) 	Start	38.3314				
		6	40.0728	Start	41.8760	43.1323	44.4263
		12	41.7426	6	43.6210	44.9296	46.2775
11	<ul style="list-style-type: none"> Energy Conservationist Financial Analyst GIS Coordinator 	Start	39.5220				
		6	41.2984	Start	43.1569	44.4516	45.7851
		12	43.0309	6	44.9673	46.3163	47.7058
12	<ul style="list-style-type: none"> Bylaw Enforcement Officer/License Inspector Sen or GIS Coordinator 	Start	40.8011				
		6	42.6045	Start	44.5217	45.8573	47.2330
		12	44.4610	6	46.4617	47.8556	49.2912
13	<ul style="list-style-type: none"> Bylaw Enforcement Officer/License Inspector Supervisor 	Start	41.9028				
		6	43.7326	Start	45.7006	47.0716	48.4838
		12	45.8202	6	47.8821	49.3186	50.7981
14		Start	43.7592				
		6	45.5627	Start	47.6130	49.0414	50.5127
		12	47.4192	6	49.5531	51.0397	52.5709
15	<ul style="list-style-type: none"> Building Inspector Capital Construction Technologist Systems Administrator Information System Specialist Development Construction Technologist 	Start	44.9496				
		6	47.2235	Start	49.3486	50.8290	52.3539
		12	49.0359	6	51.2425	52.7798	54.3632
16	<ul style="list-style-type: none"> Building Inspector Supervisor 	Start	50.2501				
		6	52.0895	Start	54.4335	56.0665	57.7485
		12	53.9286	6	56.3553	58.0460	59.7874

NOTE *All employees will receive an additional 1.5% increase based on March 1, 2022, retroactive to March 1, 2023, as a settlement for the Joint Job Evaluation Plan's backpay liability and completion of the job rating process.

SCHEDULE "B" OUTSIDE WORKERS

The Corporation of the City of Cranbrook

Outside Workers

For the Period March 1, 2023 to February 28, 2027

Pay Grade	Year 1	Year 2	Year 3	Year 4
	March 1 2023 *	March 1 2024	March 1 2025	March 1 2026
2	4 50%	4 50%	3%	3%
	32 34	33 79	34 80	35.85
	Jail Supervisor			
	Janitor			
	Labourer			
	Push Lawn Mower (Parks)			
	Mechanic's Helper			
3	32 88	34 36	35 39	36.45
	Parking Meter Attendant			
	Utilityman I			
4	33 30	34 83	35 84	36 92
	Irrigation Utilityman I			
	Sidewalk Sweeper Operator - Self Propelled			
	Sidewalk Sweeper Operator (Summer)			
	Truckdriver			
	Truckdriver (single axle)			
	Truckdriver (with air)/Labourer			
	Ride on Mower			
	Arena Icemaker (IFO Qualification) - to be rated			
	Refrigeration Safety Attendant			
5	33.75	35 26	36.32	37.41
	Arena Icemaker (RO Qualification) - to be rated			
	Sidewalk Sweeper Operator and Plow Operator (Winter)			
	Tandem Truckdriver			
	Truckdriver - Snow Plow			
6	34.19	35 73	36.80	37 91
	Gardener			
	Irrigation Utilityman II			
	Operator 1			
	Truckdriver - Garbage - One (1) Man Packer			

Pay Grade	Year 1	Year 2	Year 3	Year 4
	March 1 2023 *	March 1 2024	March 1 2025	March 1 2026
7	4.50%	4.50%	3%	3%
	35.42	37.01	38.12	39.27
	Skid Steer			
	Bylaw Services Officer			
	Flusher Operator			
	Snowblower Operator			
	Sweeper Operator			
	Tractors w/ frontend loaders (when using the Frontend Loader)			
8	37.30	38.98	40.14	41.35
	Arena Supervisor			
	Equipment Operator (Backhoe, Grader, Front End Loader)			
	Forklift			
	Operator 2			
	Trades Assistant			
	Bucket Truck			
	Hiab Truck			
9	39.36	41.14	42.37	43.64
	(with certification)			
	Auto Mechanic			
	Auto Mechanic/Welder			
	Carpenter 1			
	Commercial Transport Mechanic			
	Plumber/HVAC			
	Roads Foreman			
	Utilities Foreman			
	Welder			
	Faller (Trees)			
10	40.83	42.66	43.94	45.26
	(with certification)			
	Carpenter 2			
	Heavy Duty/Auto Mechanic (dual)			
	Heavy Duty/Welder (dual)			

NOTE *All employees will receive an additional 1.5% increase based on March 1, 2022, retroactive to March 1, 2023, as a settlement for the Joint Job Evaluation Plan's backpay liability and completion of the job rating process.

SCHEDULE "B" OUTSIDE EMPLOYEES; NOT IDENTIFIED IN GRADES ABOVE

	Year 1	Year 2	Year 3	Year 4
	March 1	March 1	March 1	March 1
	2023 *	2024	2025	2026
	4.50%	4.50%	3%	3%
Arborist/Horticulturalist	38.88	40.63	41.84	43.10
Electrician 1	42.21	44.11	45.44	46.80
Electrician 2	43.75	45.72	47.09	48.51
Facilities Supervisor	40.12	41.92	43.18	44.47
Facility Technician (RO Qualification) - to be rated	34.06	35.60	36.66	37.76
Facility Technician (IFO Qualification) - to be rated	34.06	35.60	36.66	37.76
Gardener II	36.93	38.59	39.75	40.94
Leadhand	38.36	40.08	41.29	42.52
Parks Foreman	42.21	44.11	45.44	46.80
Senior Utilities Operator	38.87	40.61	41.83	43.09
Shop Foreman - Garage	45.25	47.28	48.70	50.16
Turf/Irrigation Technician	38.36	40.08	41.29	42.52
Water Ambassador	28.37	29.65	30.54	31.45

Apprentice Electrician (an employee in this category shall be paid in accordance with the wage schedule set out in their Apprenticeship Agreement, but in no case shall they suffer any reduction in pay thereby).

NOTE *All employees will receive an additional 1.5% increase based on March 1, 2022, retroactive to March 1, 2023, as a settlement for the Joint Job Evaluation Plan's backpay liability and completion of the job rating process.

SCHEDULE "B" OUTSIDE EMPLOYEES; AQUATICS

	Year 1	Year 2	Year 3	Year 4
	March 1	March 1	March 1	March 1
	2023	2024	2025	2026
	4.50%	4.50%	3%	3%
Aquatics Supervisor	39.36	41.14	42.37	43.64
Head Lifeguard (30-40h/w)	35.43	37.03	38.14	39.28
Lifeguard/Instructor III (20-40h/w)	31.16	32.56	33.54	34.54
Lifeguard/Instructor II (10-20h/w)	30.13	30.68	31.60	32.55
Lifeguard/Instructor I (Casual)	29.36	30.68	31.60	32.55
Junior Lifeguard/Instructor	22.49	23.50	24.21	24.93

The Parties agree that Aquatics Centre staff shall be required to perform janitorial and maintenance work as part of their regular duties at the above rates.

NOTE *All employees will receive an additional 1.5% increase based on March 1, 2022, retroactive to March 1, 2023, as a settlement for the Joint Job Evaluation Plan's backpay liability and completion of the job rating process.

SCHEDULE "C" MANAGERIAL EXCLUSIONS

Department	Position
Office of the CAO	Chief Administrative Officer
	Executive Assistant to the CAO
Corporate Services	Director of Corporate Service
	Municipal Clerk
	Administrative Manager
	HR and Corporate Services Coordinator
	Executive Assistant to the Mayor
	Legislative and Policy Analyst
	Business Development Officer
	Corporate Communications Officer Information Services Manager
Human Resources	Human Resources Director
	Human Resources Business Partner
	Occupational Health and Safety Advisor
	Human Resource Information Systems Analyst
Finance	Director of Finance
	Deputy Director of Finance
	Financial Services Manager
Fire & Emergency Services	Director of Fire & Emergency Services
	Deputy Director of Fire & Emergency Services
Engineering and Development	Director of Engineering and Development Services
	Manager – Engineering Services (City Engineer)
	Development Support Engineer
	Manager, Roads & Infrastructure
	Community Planner
	Manager/Planning Manager/Building and Bylaw Services
Public Works	Director of Public Works
	Deputy Director of Public Works
	Project Manager
	Utilities Manager
Recreation and Culture	Director of Recreation and Culture Services
	Programming and Marketing Manager
	Events and Marketing Manager
	Administration Manager
	Operations and Events Manager
RCMP	Office Manager
	Informatics Supervisor

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APPENDIX "A" - Terms of Reference



**Job Evaluation
Terms of Reference**

Between

**THE CITY OF CRANBROOK
(THE EMPLOYER)**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2090
(THE UNION)**

OCTOBER 25, 2018

AMENDED BY THE PARTIES ON JUNE 14, 2022

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ARTICLE 1 - PURPOSE

- 1.1** To carry out a Joint Gender-Neutral Job Evaluation Program in accordance with the general objectives and principles set out in this agreement pertaining to a Joint Gender-Neutral Job Evaluation Program between CUPE Local 2090 and the City of Cranbrook.
- 1.2** To jointly implement a single gender-neutral job evaluation plan to achieve Equal Pay for Work of Equal Value for all jobs within CUPE Local 2090. The plan will include these four main factors:
- Skill
 - Effort
 - Responsibility
 - Working conditions
- 1.3** To ensure there is a systematic approach for determining job levels:
- a) The Joint Gender-Neutral Job Evaluation Program shall be concluded in full by December 31, 2019, unless the Parties mutually agree to alternative dates;
 - b) All wage increases from the Joint Gender-Neutral Job Evaluation Program will be effective upon ratification of the Job Evaluation Program by both Parties.
- 1.4** The money for this program will be paid by the employer over and above normal wage increases negotiated in collective bargaining and no employee will have their wages reduced.

ARTICLE 2 – DEFINITIONS

The following definitions are to apply to the terms used herein:

Collective agreement	The collective agreement currently in effect between the employer and CUPE Local 2090.
Degree level	The actual measurement level within each subfactor. Duty is made up of a number of tasks.
Factors	The four major criteria used to measure jobs are skill, effort, responsibility and working conditions.
Gender-neutral	Any practice or program which does not discriminate between men and women.
Increment	One of a series of fixed rates on a salary range; e.g., Steps.
Incumbent	An employee assigned to a job.

Job	Is made up of a collection of duties and responsibilities.
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 Questionnaire	The tool 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.
Job evaluation plan	A measuring tool used to rate jobs. It contains subfactor definitions with corresponding degree levels and notes to raters.
Joint Job Evaluation Committee	The committee is made up of equal representatives from union and management and is responsible for the implementation of the job evaluation program.
New job	A job which is added to the workforce that is sufficiently different from work currently being performed in the workplace that it cannot be assigned to an existing job.
Pay grade	A designated salary range within the salary schedule including increments, if any.
Points	The numerical expression assigned to each degree level within each subfactor.
Position	It is a collection of duties and responsibilities assigned to one 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.

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Red-Circling	The current rate is in excess of the job rate that has been established for the job in accordance with the Job Evaluation Program.
Salary schedule	A listing of job titles, point bandings and pay grades.
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.
Subfactors	Are components of the four major factors.
Task	A unit of work activity which forms part of a duty; one of the operations that constitute a logical and necessary step in the performance of a duty.
Total points	The sum of all points allocated to each job for all subfactors determined in accordance with the job evaluation plan.

ARTICLE 3 - THE JOINT JOB EVALUATION COMMITTEE (J.J.E.C.)

- 3.1** The J.J.E.C. shall have equal representation and participation from the parties, consisting of three (3) representatives from the employer and three (3) representatives from the local union.
- 3.2** The employer and the union shall each designate one of its representatives to act as co-chairperson. The co-chairpersons are responsible for:
- a) The chairing of committee meetings;
 - b) The scheduling of regular committee meetings which includes notification of appropriate managers for committee members' attendance;
 - c) Establishing the priority of matters to be acted upon by the committee.
- 3.3** Committee members shall be excused from rating their own job, the position of a direct subordinate, or any position where the rating of that job may place them in a conflict-of-interest situation.
- 3.4** Each party may appoint alternate representatives to serve as replacements for absent members. Alternate members shall have the right to vote only when replacing a regular committee member who is absent or unable to attend due to conflict of interest.
- 3.5** The employer will provide administrative support services to the committee. These services shall be under the direction of the co-chairs

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and shall include:

- a) The distribution of all committee correspondence to the committee co-chairpersons;
- b) The preparation and distribution of meeting agendas and all current associated meeting materials four (4) working days prior to the meeting;
- c) The preparation and distribution of minutes;
- d) The preparation and distribution of committee documents.

- 3.6** The Union committee members and any alternates appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the committee. These members shall continue to have all rights and privileges of the collective agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 3.7** The Employer will determine based on operational needs whether committee members are to be replaced in their regular jobs for such time as they are working on the J.J.E.C. and ensure participation on the committee does not place undue burden on committee members upon return to their regular job.
- 3.8** Routine business decisions of the committee shall be made by a simple majority. Job rating decisions shall require a unanimous decision of the full committee and shall be final and binding on the parties, subject to the reconsideration procedure set out in Article 7. Should there not be a unanimous agreement the procedures in Article 8 shall be followed.
- 3.9** The committee shall meet monthly and as necessary at a mutually agreed upon time and place. Each member shall receive notice along with the agenda for the meeting at least four (4) working days before the meeting.
- 3.10** Either party to the agreement may engage advisors to assist its representatives on the J.J.E.C. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the committee. The cost of the advisors shall be paid by the Party they are representing.
- 3.11** The J.J.E.C. agrees that all matters relating to job evaluations remain

confidential to the J.J.E.C. and information is not discussed, copied or disseminated outside the J.J.E.C. This does not apply when providing information to advisors that are assisting representatives.

ARTICLE 4 - MANDATE OF THE J.J.E.C.

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

- a) Evaluating all the jobs using the job evaluation plan;
- b) Maintaining the integrity of the program;
- c) Recommending to the parties' changes to the job evaluation plan, its procedures or methods, as may be deemed necessary from time to time;
- d) Recording the results and rationale on the rating sheet and complete the Advice of Rating Form. Copies of the Advice of Rating Form and job description will be provided to the J.J.E.C., co-chairs, incumbent(s), manager, Human Resources Department and the union.

ARTICLE 5 - JOB ANALYSIS PROCEDURE FOR RATING JOBS

The following general procedure shall be used to rate jobs:

Step 1

A Job Analysis Questionnaire shall be completed by the incumbent(s) and reviewed by the manager to confirm the accuracy of current job duties. The completed questionnaire shall be signed by both incumbent and manager then submitted to the Human Resources Department to develop a job description.

Step 2

The Human Resources Department shall draft an up-to-date job description based on the information provided through the questionnaire. Where further information is required, or there is disagreement between incumbent and manager on job content, Human Resources shall interview the incumbent(s) and/or the manager to verify the true content of the job. Amendments may be made to the proposed job description, as deemed necessary by the Human Resources Department, from the response of the incumbent(s) and the manager. The final job description shall be provided to the union for their records and the Chairperson of the Joint Job evaluation committee, along with any information that was gathered, to start the job rating process.

Step 3

The job shall then be rated by the J.J.E.C., based on the job description and in accordance with the job evaluation plan. The committee shall also use information obtained from the completed questionnaire, interviews with the incumbent(s) and/or manager and, if required, visits to the workplace. The plan evaluates the skill, effort, responsibility, and working conditions involved in the job. Each of these factors are subdivided into sub factors which provide a standard against which each job is rated to determine its relative worth.

Step 4

When the committee has completed the rating of all jobs, it will provide the manager, the incumbent(s), the union, and Human Resources Department with a copy of the job description and Advice of Rating Form (Appendix A).

5.1 In the application of the job evaluation plan, the following general rules shall apply:

- a) It is the content of the job, and not the performance, credentials and/or experience of the incumbent(s) that is being rated;
- b) Jobs are evaluated without regard to existing wage rates;
- c) Jobs are placed at the appropriate degree level in each sub-factor by comparing the specific requirements of the job to the sub-factor definition and the description of each degree level;
- d) The job analysis and rating of each job shall be relative to and consistent with the job descriptions and ratings of all other jobs rated under the plan;
- e) No interpolation of sub-factor degrees (i.e. mid-points) is permitted;
- f) The factors and sub-factors must have an impact on all jobs being rated;
- g) Rating decisions shall include a sore-thumbing process to ensure consistency in committee decisions.

ARTICLE 6 - MAINTAINING THE JOB EVALUATION PROGRAM

6.1 It is important that each party maintain 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 five (5) years, with the goal to complete a review of

approximately 20% of all jobs each year. The initial review shall commence twelve (12) months following the complete implementation of the Joint Job Evaluation Program. Following a job evaluation review of a position no further job evaluation reviews shall be accepted for a period of twelve (12) months; any exception to this must be mutually agreed to by the Parties.

6.2 Job Evaluation Procedure for Changed Jobs

Whenever the employer changes the duties and responsibilities of a job or the incumbent(s)/union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:

- a) The incumbent(s)/union or the manager/employer may request a job evaluation review by completing and submitting a Reconsideration Form (Appendix B) to the Human Resources Department who will copy it to the J.J.E.C.;
- b) Upon receipt of a completed Reconsideration Form, the Human Resources Department will develop the job description and submit it for rating by the J.J.E.C in line with Article 5;
- c) The J.J.E.C will complete the rating of a job within sixty (60) working days of receipt of the Job Evaluation Questionnaire;
- d) Any pay rate changes associated with a job rating change shall be retroactive to the date the Reconsideration Form is received by the Human Resources Department.

6.3 Job Evaluation Procedure for New Jobs

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

- a) The employer shall prepare a draft job description for the job;
- b) The J.J.E.C. shall meet and establish a temporary rating for the job, based on the draft job description;
- c) The job shall be posted and any person appointed to the job shall be paid the temporary pay grade;
- d) Six (6) months after appointment to the job, the job will be re-rated as per the job rating procedures in Article 5;

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- e) If the pay grade increases as a result of the six-month review, such increase shall be paid to each incumbent effective the date of appointment to the job. In the event that the pay grade of the job decreases as the result of this six-month re-examination of the job, no incumbent's pay rate will be reduced as a result of the six (6) month review.

ARTICLE 7 - RECONSIDERATION PROCEDURE

7.1 Within thirty (30) working days of receipt of the Advice of Rating Form (Appendix "A-2") in accordance with Articles 5.1, 6.2 and 6.3, the following procedure shall apply:

- a) The incumbent(s)/union and/or the manager/employer may request reconsideration of the job rating by completing and submitting a Reconsideration Form (Appendix "A-3"), stating the reason(s) for disagreeing with the rating of the job.
- b) The J.J.E.C. shall consider the reconsideration request and make a decision which shall be final and binding upon the parties and all employees affected. Following this decision, no further reconsideration will be accepted for twelve (12) months, except when mutually agreed to by the Parties.
- c) The Human Resources Department shall inform the incumbent(s), the manager, and the Parties of the decision using the Review Decision Form (Appendix "A-4").

ARTICLE 8 - SETTLEMENT OF DISAGREEMENTS WITHIN THE J.J.E.C.

8.1 In the event the J.J.E.C. is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Program, the Co-chairpersons of the committee shall request, within ten (10) working days, that each party designate an advisor to meet with the committee and attempt to assist in reaching a decision.

8.2 If, after meeting with the two (2) advisors appointed pursuant to Article 8.1, the committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the union and the employer of this fact, within fifteen (15) working days.

8.3 As of being advised as per Article 8.2 either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.

8.4 The employer and the union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers

of an arbitrator appointed pursuant to the collective agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.

- 8.5 The arbitrator shall decide the matter upon which the J.J.E.C. has been unable to agree and their decision shall be final and binding on the J.J.E.C., the employer, the union and all affected employees.
- 8.6 The arbitrator shall be bound by these Terms of Reference and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- 8.7 The arbitrator's fees and expenses shall be borne equally between the parties.

ARTICLE 9 - APPLYING THE RATING TO THE SALARY RANGES

9.1 Job ratings serve to:

- a) group jobs having relatively equivalent point values (this is commonly referred to as banding);
- b) provide the basis upon which wage rate relationships between jobs are established;
- c) measure changes in job content;
- d) the rating of the job shall determine the pay grade for the job;
- e) assign jobs to their proper pay grade in the salary schedule.

9.2 The total point allocation shall be used to determine the salary range for the jobs based upon the following template:

<u>Pay Grade</u>	<u>Point Range</u>	<u>Job Title</u>	<u>Salary Range</u>
1			
2			
3			
4			

9.3 If a job is rated at a pay grade with a salary range higher than the current wage rate for the job, the incumbent's rate of pay shall be adjusted to the higher pay grade on the new salary schedule, retroactive to the date the

Reconsideration Form was submitted. The incumbent(s) shall retain the same place on any increment grid.

- 9.4 If a job is re-rated to a lower pay grade and the incumbent's current rate of pay is higher than the maximum pay rate of the new lower pay grade the incumbent's rate of pay will be red circled until the maximum rate of pay of the new pay grade is higher than the incumbent's rate of pay.
- 9.5 If a job is at the top of the existing salary range, then the incumbent(s) rate of pay shall be adjusted to the top of the newly assigned salary range provided the new range is higher than the existing range.
- 9.6 No incumbent will have their wages reduced following the re-evaluation of their job and the establishment of a new wage structure.

ARTICLE 10 - CONCLUSION AND IMPLEMENTATION

- 10.1 The J.J.E.C. shall report its recommendations to the parties for ratification.
- 10.2 The time limits contained in this agreement may be extended by mutual agreement of the parties.
- 10.3 The Terms of Reference, including all appendices, the Gender-Neutral Job Evaluation Plan, job descriptions and any other documents, as agreed to by the J.J.E.C., shall be deemed to be included in the collective agreement, effective the date of signing of these Terms of Reference.

APPENDIX "B"

PROCEDURAL BULLETINS

PROCEDURE BULLETIN #1

RE: PROCEDURE REGARDING THE TEMPORARY REPLACEMENT OF BARGAINING UNIT SUPERVISORY STAFF AT PUBLIC WORKS

WHEREAS:

- A. The Parties agree that it is important that the Public Works bargaining unit supervisory positions are filled;
- B. The Parties agree that when such bargaining unit supervisory positions are temporarily vacant because of an absence by the supervisory incumbent it is an opportunity for other bargaining unit employees to gain experience in performing the duties of a supervisor;
- C. The Parties also agree that prior to any employee being eligible for the rate of pay of a supervisory position they must be assigned to that position by a non-union supervisor;

NOW THEREFORE the parties agree as follows:

- 1. Regarding an absence concerning vacation:
 - a. The incumbent Foreman from the Parks, Roads or Utilities crews will be replaced on the first day of vacation and will continue to be replaced until the last day of vacation.
 - b. The incumbent Lead Hand from the Roads or Utilities crews or the Seasonal Parks Lead Hand will be replaced on the first day of vacation and will continue to be replaced until the last day of vacation.
- 2. Regarding an absence for leaves under Articles 13 and 14:
 - a. The incumbent Foreman from the Roads, Parks or Utilities crew will be replaced by the Lead Hand of the specific crew on the second consecutive day of the leave.
 - b. The incumbent Lead Hand from the Roads, Parks or Utilities crews will be replaced, if the Foreman is actively working:
 - i. On an as needed basis, or;
 - ii. If the incumbent Lead Hand is absent for more than five (5) working days.
 - c. If both incumbent supervisors of a specific crew (Roads / Parks / Utilities) are away the Lead Hand will be replaced immediately. If both incumbent

W

supervisors remain away for a second consecutive day the employee replacing the Lead Hand will be assigned to replace the Foreman.

PROCEDURE BULLETIN #2

RE: PROCEDURE TO ALLOCATE PUBLIC WORKS OVERTIME – PURSUANT TO ARTICLE 19.2

The Parties agree to the following process when it comes to the allocation of overtime to the senior employee who is willing and qualified to perform available work:

1. When overtime becomes available, pursuant to Article 19.2 of the Collective Agreement, the overtime hours required will be posted on the bulletin board in the Public Works general gathering area.
2. The City is **not** required to contact employees who are on an approved leave pursuant to Article 13 – **Leave of Absence**, Article 14 – **Sick Leave** and Article 23 – **Annual Vacations** as these employees are automatically deemed to be unavailable.

RC
VMA

APPENDIX "C"

Aquatic Staffing and Hours of Work Agreement

1. This **Appendix** applies to the following positions:

- Aquatic Supervisor – 40 hours per week
- Head Guard – 30 to 40 hours per week
- Lifeguard Instructor 3 – 20 to 40 hours per week
- Lifeguard Instructor 2 – 10 to 20 hours per week
- Lifeguard Instructor 1 Casual
- Jr. Lifeguard Instructor Casual

2. The City will maintain the following minimum Staffing Level at the Aquatic Centre:

- a. One (1) Regular Full-time Aquatic Supervisor (benefited)
- b. One (1) Regular Part -time Head Guard (benefited)
- c. Four (4) Regular Part-time Lifeguard Instructor 3 (benefited) - Guarantee minimum 20 hours per week to a maximum 40 hours per week.
- d. Twelve (12) Regular Part-Time Lifeguard Instructor 2 (un-benefited) Guarantee minimum 10 hours per week and not to exceed 20 hours per week.
- e. Casual Lifeguard Instructor 1 - to take up remaining hours.
- f. Jr. Lifeguard Instructors - to be scheduled if no regular or casual Lifeguard Instructor staff are available.

3. Entitlements

a. Regular Full-Time Employees

This employee has successfully completed probation and who works a regularly scheduled forty (40) hour work week. These employees are entitled to all the rights and benefits as outlined in this Agreement except as specified otherwise.

b. Regular Part-time Employees – 20 to 40 hours

This employee has successfully completed probation and who works a regular schedule work week of a minimum 20 hours per week to a maximum 40 hours per week (Lifeguard Instructor 3) and a minimum of 30 hours per week to a maximum of 40 hours per week (Head Guard). These employees are entitled to all the rights and benefits as outlined in this Agreement except as specified otherwise and the following:

- i. No guarantee of hours during scheduled shutdowns and operational closures due to factors outside the employer's control that are no more than 2 calendar weeks will not constitute a layoff. Periods that are greater than 2 calendar weeks will be considered a layoff pursuant to article 11.

c. Regular Part-time Employees – 10 to 20 hours

This employee has successfully completed probation and who works a regular scheduled work week of a minimum 10 hours per week to a maximum 20 hours per week. These employees are entitled to all rights under this Agreement except for the following:

- i. Article 15.2 Health Care Benefits – which they will receive an additional one dollar and fifty cents (\$1.50) per hour.
- ii. Sick leave will be pro-rated depending on hours worked the previous year subject to ESA minimums.
- iii. Vacation will be pursuant to Article 23.4
- iv. No guarantee of hours during scheduled shutdowns and operational closures due to factors outside the employer's control that are no more than 2 calendar weeks will not constitute a layoff. Periods that are greater than 2 calendar weeks will be considered a layoff pursuant to article 11.

d. Casual – (subject to Section 4 of this Appendix),

No bargaining unit seniority shall accrue for a Casual employee unless that employee is appointed to a Regular position. Where a Casual employee is appointed to a Regular position, they shall serve an initial probationary period as per the Collective Agreement. Upon successful completion of the probationary period, the Casual employee who becomes a Regular employee shall be credited for purposes of seniority for the number of actual (hours) worked for the City. This employee is not entitled to any of the employee benefits outlined in this Collective Agreement except as otherwise provided. In lieu of extended health benefits, Medical Services Plan, shift differential, sick leave and bereavement, these employees receive one dollar (\$1.00) per hour.

e. Jr. Lifeguard Instructor

This Jr. Lifeguard Instructor employee to be scheduled only if no regular or casual Lifeguarding Instructor staff are available.

Once a Jr. Lifeguard Instructor has completed a minimum of 100 guarding hours and has taught six (6) lessons set they will automatically be promoted to the casual classification. New employees who can provide verification that they have the requisite experience from other employment shall, after successfully completing a forty (40) hour familiarization period, be automatically promoted to the casual classification if they so request. The employer will assess prior experience in a fair and reasonable manner.

This employee is not entitled to any of the employee benefits outlined in this Collective Agreement except as otherwise provided. In lieu of extended health benefits, Medical Services Plan, sick leave, shift differential, and bereavement, these employees receive one dollar (\$1.00) per hour.

Any employee who held the employee definition of Relief Employee (Lifeguard/Instructor) under the Collective Agreement (2021 to 2023) will now be deemed a Jr. Lifeguard Instructor and all previous hours will be credited towards their advancement to the new classification of Casual.

4. GRANDFATHERING AGREEMENT:

This section is specific to employees who held the employee definition of Casual Employee (Aquatics) under the Collective Agreement (2021 to 2023) and either now have seniority or who under the aforementioned Collective Agreement would attain seniority after working 680 hours.

- a. Any employee who held the employee definition of Casual Employee (Aquatics) under the Collective Agreement (2021 to 2023) and who had completed their 680 hours of work, as of the date of ratification of this Collective Agreement, will be reclassified to a Lifeguard Instructor 1 (Casual) subjected to the following exceptions:
 - i. They will continue to accrue seniority if they provide availability to work four (4) shifts per month.
 - ii. If they fail to be available for four (4) shifts per month their seniority will be frozen at the date in which they failed to be available.
 - iii. This seniority will not accrue until the employee is appointed to a regular position.
 - iv. Pursuant to the Collective Agreement these employees are subject to Article 10.5.

- b. Any employee who held the employee definition of Casual Employee (Aquatics) under the Collective Agreement (2021 to 2023) and who had not yet completed their 680 hours of work, as of the date of ratification of this Collective Agreement, will be reclassified to a Lifeguard Instructor 1 (Casual) subjected to the following exceptions:
 - i. They will receive seniority after completing six-hundred eighty (680) hours of work in the position. The seniority date of the employee will be based on the number of actual hours they have worked for the City.
 - ii. They will continue to accrue seniority if they provide availability to work four (4) shifts per month.
 - iii. If they attain seniority and then fail to be available for four (4) shifts per month their seniority will be frozen at the date in which they failed to be available.
 - iv. This seniority will not accrue until the employee is appointed to a regular position.
 - v. If they fail to be available for four (4) shifts per month and have not yet attained seniority, they will no longer fall under this grandfathering agreement.

- c. On January 31st and July 31st of each year the City will provide to the Union a list of employees who fall under the Grandfathering Agreement for their agreement.

LETTER OF AGREEMENT No. 1

Between

THE CORPORATION OF THE CITY OF CRANBROOK

And

CUPE LOCAL 2090

**RE: MERGER OF RECREATION COMPLEX AND OUTSIDE WORKERS
COLLECTIVE AGREEMENTS**

Whereas both parties have agreed to merge the seniority list for employees employed at the Recreation Complex with the seniority list for the City's Outside Workers, effective February 29, 2008;

And whereas the City and the Union agree that it is appropriate to provide protection from bumping for the employees currently employed at Western Financial Place;

Therefore, the City and the Union agree as follows:

1. In the event of a layoff or reduction of forces, the following employees who were employed at the Recreation Complex as of the date of this Letter of Agreement may not be bumped by employees employed by the City under the Outside Workers collective agreement:

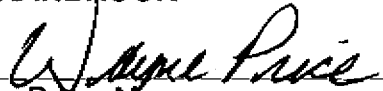
Albert Alaric (full-time)
Dean Hollister (full-time)


2. The employees identified in number one (1), above, will likewise be restricted from bumping into positions held by employees who are employed by the City and covered by the Outside Workers' collective agreement as of the date of this Letter of Agreement.
3. Employees hired into the Outside Workers' bargaining unit (including into the Recreation Complex) after the date of this Letter of Agreement shall be subject to bumping as per the terms of the Outside Workers' collective agreement.
4. If any employee identified in number one (1) above chooses to leave their position for a different position within the Corporation, then the terms of this Letter of Agreement no longer apply to that employee, and the terms of the Collective Agreement will apply.

Letter of Agreement No. 1 (continued)

Signed on behalf of

**THE CORPORATION OF THE CITY
OF CRANBROOK**


Wayne Price, Mayor

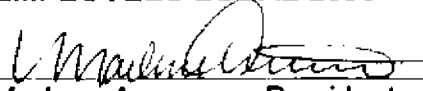

Mark Fercho,
Chief Administrative Officer


Peter Choi,
Human Resources Director

JUNE 10, 2024
Date

Signed on behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2090**


Marlene Assuncao, President


Brian Paton, Vice President


Barry Conway,
CUPE National Servicing Representative

JUNE 10, 2024
Date

W

LETTER OF UNDERSTANDING No. 1

Between

THE CORPORATION OF THE CITY OF CRANBROOK

And

CUPE LOCAL 2090

RE: SUMMER STUDENT EMPLOYEES

Both Parties hereto agree to the employment of students for summer work according to the following terms and conditions:

1. All employees on the seniority list shall be recalled and the City has filled all vacant positions at the Public Works Department covered by the Collective Agreement except for positions vacant due to leave before any students commence employment.
2. A student employee is a person enrolled as a student in a secondary or post-secondary educational institution who is hired as a summer student to work between May 1st and September 1st. The Arena Monitor's position may be utilized at any time during the term of this Letter of Understanding.
3. Student employees will be hired for and limited to the positions with the following wage rates:

	March 1, 2023	March 1, 2024	March 1, 2025	March 1, 2026
Labourer (parks crew)	19.54	20.42	21.03	21.66
Playground Leader	18.81	19.66	20.25	20.85
Playground Supervisor	20.90	21.84	22.50	23.17
Arena Monitor	16.88	17.64	18.17	18.71

4. Student employees shall receive the following benefits:
 - Holiday pay (4%)
 - Canada Pension Plan Contribution
 - Employment Insurance Contribution
 - Statutory Holidays as per the *Employment Standards Act*
 - Sick Leave as per the *Employment Standards Act*

but shall not be entitled to any other benefits as outlined in the Collective Agreement. Students shall pay Union dues.

5. Article 10, Seniority, and Article 13, Leave of Absence shall not apply to student employees, however, they shall be entitled to the Grievance Procedure as outlined in the Collective Agreement.
6. It is further agreed that:
 - a. Summer students employed as Labourers shall be permitted to operate a zero-turn ride mower subject to point 6.c, weed eaters, roto-tillers, hand tools and light duty trucks.
 - b. The duties as outlined in the "Summer Student Employment" Job Description dated October 12, 1996 shall be performed along with the following:
 - i) Cleaning all Parks Washrooms
 - ii) Field Watering
 - iii) Flower Watering
 - c. Regular Truck Driver/Labourer Classification Employees will be given the first opportunity, by seniority, at the beginning of the cutting season to operate the two zero turn mowers throughout the cutting season that entire year or the opportunity to work on the irrigation systems.
7. It is further agreed that the City may hire:
 - i. Up to six (6) students in total for Playground Supervisor and Leader positions; and
 - ii. Up to four (4) students in total for the Labourer positions. These Labourer positions' scheduled work will include either / or both Saturday and Sunday.
 - iii. If no qualified students are available for the Playground Supervisor and Leader positions, the City may seek alternative candidates who are qualified.
8. Either Party to this Agreement may terminate this Letter of Understanding with thirty (30) days written notice to the other Party.

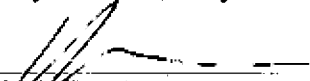



Letter of Understanding No. 1 (continued)

Signed on behalf of

**THE CORPORATION OF THE CITY
OF CRANBROOK**


Wayne Price, Mayor

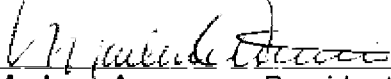

Mark Fercho,
Chief Administrative Officer

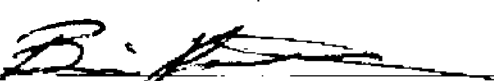

Peter Choi,
Human Resources Director

Date

Signed on behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2090**


Marlene Assuncao, President


Brian Paton, Vice President


Barry Conway,
CUPE National Servicing Representative

June 10, 2024
Date



LETTER OF UNDERSTANDING No. 2

Between

THE CORPORATION OF THE CITY OF CRANBROOK

and

CUPE LOCAL 2090

RE: ARTICLE 4 – UNION RECOGNITION & RELATIONS

The following provides further clarification concerning the interpretation and administration of the Bargaining Unit Work for CUPE 2090; Inside & Outside Workers.

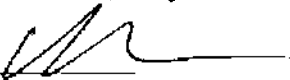
The Union agrees that, historically, the City has contracted with independent contract workers/contract employees to provide recreation programs, and special event programs and services at special events. It is the position of the Parties that the individuals who perform these services are not considered to be employees of the City, regardless that others may, at times, classify these individuals as "workers" and/or "employees".

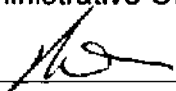
Notwithstanding the above, this does not preclude the Union from organizing independent contract workers in the future.

Signed on behalf of

THE CORPORATION OF THE CITY OF CRANBROOK


Wayne Price, Mayor

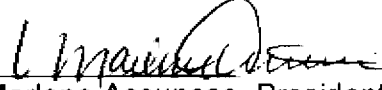

Mark Fercho,
Chief Administrative Officer


Peter Choi,
Human Resources Director

June 10, 2024
Date

Signed on behalf of

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2090


Marlene Assuncao, President


Brian Paton, Vice President


Barry Conway,
CUPE National Servicing Representative

June 10, 2024
Date



LETTER OF UNDERSTANDING No. 3

Between

THE CORPORATION OF THE CITY OF CRANBROOK

And

CUPE LOCAL 2090

RE: STAND-BY PAY PROGRAM


Whereas the parties to this agreement recognize the value of an effective compensation program and hold a joint stake in its successful implementation, the parties agree to establish a joint committee to research and develop a stand-by pay program that will be designed for the appropriate work unit. If such program is agreed to by the Committee, it will be recommended to the Parties respective principles for ratification. If ratified, it will be attached to the Collective Agreement as a Letter of Understanding. Such agreement will also include the following:

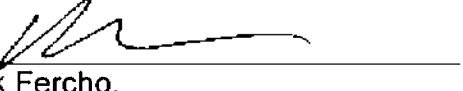
1. When an employee is advised that they're is on standby, they shall be paid in accordance with the following:
 - a. Monday to Friday Inclusive \$80.00 pay/day
(for each sixteen hours of standby or portion of)
 - b. Saturday, Sunday \$140.00 pay/day
(for each twenty-four hours of standby or portion of)
 - c. Statutory Holidays \$160.00 pay/day
(for each twenty-four hours of standby or portion of)
2. That all qualified employees in the department are included in a stand-by rotation that is equitable.
3. If the Employee on Stand-by is required to perform work, pay in addition to the Stand-by pay will be as per Article 20.

Letter of Understanding No. 3 (continued)

Signed on behalf of

**THE CORPORATION OF THE CITY
OF CRANBROOK**


Wayne Price, Mayor



Mark Fercho,
Chief Administrative Officer



Peter Choi,
Human Resources Director

JUNE 10, 2024
Date

Signed on behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2090**


Marlene Assuncao, President


Brian Paton, Vice President


Barry Conway,
CUPE National Servicing Representative

June 10, 2024
Date

LETTER OF UNDERSTANDING No. 4

Between

THE CORPORATION OF THE CITY OF CRANBROOK

And

CUPE LOCAL 2090

RE: ANNUAL PERFORMANCE REVIEWS

Regular Employees


The Parties agree that Annual Reviews are to be focused on employee growth and are not meant to be used as a tool for discipline. Any Annual Review must be conducted in a fair and reasonable manner. The City will consult with the Union on what the appropriate process would be used to conduct a Review.

Such reviews are to be conducted by the employee's exempt supervisor.

If an employee requires an improvement, a reasonable improvement plan will be constructed, in consultation with the employee and the Union, allowing an employee time to achieve the expectations to meet the duties and responsibilities outlined in the employee's position description at a satisfactory level. If an employee has not had a Review in twelve (12) months the employee may request that they receive a review for growth purposes.

Signed on behalf of

THE CORPORATION OF THE CITY OF CRANBROOK


Wayne Price, Mayor


Mark Fercho,
Chief Administrative Officer


Peter Choi,
Human Resources Director

Date

JUNE 10, 2024

Signed on behalf of

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2090


Marlene Assuncao, President


Brian Paton, Vice President


Barry Conway,
CUPE National Servicing Representative

Date

June 10, 2024

PC
6/10/24

LETTER OF UNDERSTANDING No. 5

Between

THE CORPORATION OF THE CITY OF CRANBROOK

And

CUPE LOCAL 2090

RE: SNOW AND ICE SHIFT

Both Parties hereto agree to the following terms and conditions for those employees who are part of the snow and ice shift. If a term and condition is not specifically expressed in this letter of understanding the terms and conditions of the collective agreement are in effect.

1. Confirmation of Schedule and Selection of Shifts:

The Employer will confirm all shifts no later than October 15th annually. Senior employees shall be given first choice when it comes to the selection of a snow and ice shift. Shifts will be based on manpower needs not on type of work. An Employee filling the role of Roads Foreman, Roads Lead hand may only be included in the Snow and Ice Shift by mutual agreement between the Employee and Employer.

In the event of an unexpected operational need the Employer reserves the right to reassign the junior experienced TDL to a shift other than the one that the employee selected prior to October 15th, with two weeks' notice. The Employer also commits to train all employees for duties that they may be required to be performed during the Snow and Ice Schedule. Such training will be provided prior to October 15th.

Employees who hold classifications as an Equipment Operator who are required by the Employer to be an active participant in the SNOW AND ICE SHIFT will be scheduled as follows:

A. Equipment Operator:

- i. If there is only one Equipment Operator position the employee holding that position shall be placed on a day shift, Monday to Friday schedule.
- ii. If there is more than one Equipment Operator position, the Equipment Operators, by seniority, shall be entitled to either select option i above or select a shift, other than a day shift, based on their seniority with all other employees scheduled under this LOU.

2. Hours of Work:

Employees working shifts other than Monday to Friday during the regular day shift will work no more than eight (8) consecutive hours which includes two fifteen (15) minute paid rest periods which the employee may combine into one thirty-minute period.

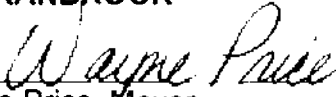
3. Allocation of Overtime:

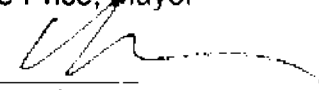
Overtime shall be allocated to the senior employee who is willing and qualified to perform the available work in the following order:

- A. For overtime during weekdays between 7:30 am and 3:00 am:
 - i. To employees who have completed their shift and the overtime hours are contiguous.
 - ii. To employees who will be beginning their shift, so the overtime hours are contiguous.
 - iii. To the senior qualified employee. This includes all public works employees who are interested in performing such overtime.
- B. For overtime on weekends, Statutory Holidays or weekdays between 3:00 am and 7:30 am
 - i. To the senior qualified employee. This includes all public works employees who are interested in performing such overtime.

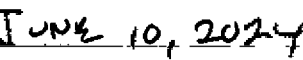
Signed on behalf of

THE CORPORATION OF THE CITY OF CRANBROOK


Wayne Price, Mayor

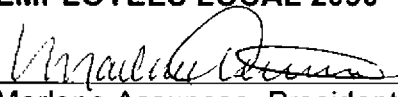

Mark Fercho,
Chief Administrative Officer


Peter Choi,
Human Resources Director


Date

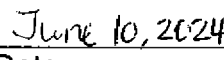
Signed on behalf of

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2090


Marlene Assuncao, President


Brian Paton, Vice President


Barry Conway,
CUPE National Servicing Representative


Date

LETTER OF UNDERSTANDING No. 6

Between

THE CORPORATION OF THE CITY OF CRANBROOK

And

CUPE LOCAL 2090

RE: JOINT JOB EVALUATION PLAN

- A. The Parties agree to continue to work towards the completion of a Joint Job Evaluation Plan (JJEP) pursuant to the Job Evaluation Terms of Reference signed by the parties in 2018, and as amended by this Letter of Understanding, and attached as Appendix "A" to this Collective Agreement, including the "CUPE 2090 & CITY OF CRANBROOK JOB EVALUATION PLAN October 2018" and "Job Evaluation Weights".
- B. The Parties agreed that upon the completion of the JJEP and its ratification by the Parties any position that has been designated for an upward adjustment in its rate of pay will see such adjustment be determined by the parties in the negotiations of an implementation plan unless a specific position has a previously agreed to retroactive date.

Until the completion of the JJEP the reclassification process outlined in Article 5.7 in the Collective Agreement shall be utilized. Upon the completion of the JJEP and its inclusion, along with the Terms of Reference, the "CUPE 2090 & CITY OF CRANBROOK JOB EVALUATION PLAN October 2018" and "Job Evaluation Weights" as an Appendix in the Collective Agreement the present Article 5.7.2 will be amended to read:

5.7.2 Job Description and Classification Process

Whenever the Employer changes the duties and responsibilities of a job or the incumbent(s)/union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, or whenever the Employer wishes to establish a new job, the procedures outlined in Section 6.2 and 6.3 of the Terms of Reference attached to this Collective Agreement as Appendix "A" will apply. In developing position descriptions, the City shall do so in a way that all duties and qualifications are bona-fide and reasonable.


Letter of Understanding No. 6 (continued)

Signed on behalf of

**THE CORPORATION OF THE CITY
OF CRANBROOK**


Wayne Price, Mayor

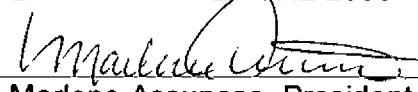

Mark Fercho,
Chief Administrative Officer


Peter Choi,
Human Resources Director

JUNE 10, 2024
Date

Signed on behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2090**


Marlene Assuncao, President


Brian Paton, Vice President


Barry Conway,
CUPE National Servicing Representative

JUNE 10, 2024
Date

Handwritten initials

LETTER OF UNDERSTANDING No. 7

Between

THE CORPORATION OF THE CITY OF CRANBROOK

And

CUPE LOCAL 2090

RE: PILOT PROGRAM FOR CERTIFICATION PREMIUMS FOR PUBLIC WORKS MECHANICS AND SHOP FOREMAN

The Parties agree that an employee performing duties in the Public Works Shop will be entitled to receive the appropriate premium if they hold such certification.

Motor Vehicle Inspection (MVI)	\$1.00 per hour
Emergency Vehicle Technician Level 1 (EVT 1)	\$1.50 per hour
Emergency Vehicle Technician Level 2 (EVT 2)	\$3.00 per hour

For clarification purposes:


1. This Letter of Understanding is considered a Pilot Program and will be evaluated prior to the expiry of the Collective Agreement.
2. An employee is only entitled to either the EVT 1 or EVT 2 premium, depending on certification level, not both.
3. An employee, if certified, is entitled to receive both the MVI and a EVT premium simultaneously.
4. An Employee who holds the above certification will receive the premium for all hours worked.

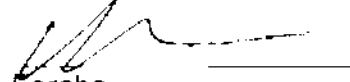
Either Party to this Agreement may terminate this Letter of Understanding with ninety (90) days written notice to the other Party.

Letter of Understanding No. 7 (continued)

Signed on behalf of

**THE CORPORATION OF THE CITY
OF CRANBROOK**


Wayne Price, Mayor

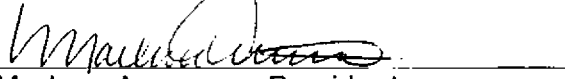

Mark Fercho,
Chief Administrative Officer



Peter Choi,
Human Resources Director

June 10, 2024
Date

Signed on behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2090**


Marlene Assuncan, President


Brian Paton, Vice President


Barry Conway
CUPE National Servicing Representative

June 10, 2024
Date

PC

LETTER OF UNDERSTANDING No. 8

Between

THE CORPORATION OF THE CITY OF CRANBROOK

And

CUPE LOCAL 2090

RE: CURBSIDE RECYCLING COLLECTION PROGRAM

WHEREAS:

1. The City wants to explore the viability of a recycling program in the City.

AND WHEREAS:

2. The City contracted out that collection service to GFL Environmental Inc for a three-year period, with an option for a 2-year renewal, commencing January 1, 2021.

AND WHEREAS:

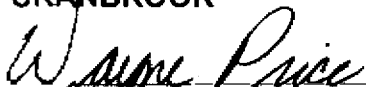
3. At a minimum of 1 year prior to the end of the contract term, the City will determine the viability of continuing a curbside recycling program.

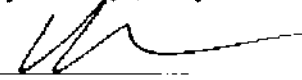
THEREFORE:

- A. If the City, upon the conclusion of the contract term outlined in section 2, continues with any type of curbside recycling program, all aspects of the recycling collection service that is included in the current contracted recycling program will be evaluated for consideration of bargaining unit work.

Signed on behalf of

THE CORPORATION OF THE CITY OF CRANBROOK


Wayne Price, Mayor

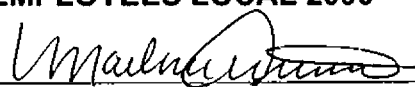

Mark Fercho,
Chief Administrative Officer


Peter Choi,
Human Resources Director

JUNE 10, 2024
Date

Signed on behalf of

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2090


Marlene Assuncao, President


Brian Paton, Vice President


Barry Conway,
CUPE National Servicing Representative

June 10, 2024
Date

LETTER OF UNDERSTANDING No. 9

Between

**THE CORPORATION OF THE CITY OF CRANBROOK
(City)**

and

**CUPE LOCAL 2090
(Union)**

RE: TEMPORARY WAGE ADJUSTMENT

WHEREAS:

- A. The External Market regarding the wages rates for Red Seal Qualified positions is under extreme upward pressure and the City is finding it difficult to recruit and retain employees with such qualifications; and
- B. The City and the Union believe it would be in the best interests for the City to address this issue immediately.

AND WHEREAS:

- C. Bargaining Unit Supervisory positions have seen the effects of wage compression in the wage grid that does not provide an appropriate difference between supervisor position rates of pay and those they supervise.

AND WHEREAS:

- D. The Parties through this Letter of Understanding want to immediately set a temporary wage rate while further discussions are explored on the above topics.

THEREFORE:

The Parties agree as follows:

- 1. That, effective August 15, 2022, a temporary pay adjustment equal to \$2.00 per hour will be paid to the following positions in addition to the position's base rate presently outlined in the 2023- 2027 Collective Agreement:
 - a. Auto Mechanic
 - b. Auto Mechanic/Welder
 - c. Commercial Transport Mechanic
 - d. Heavy Duty/Auto Mechanic (dual)
 - e. Heavy Duty/Welder (dual)
 - f. Parts Technician
 - g. Shop Foreperson – Garage
 - h. Arborist

- i. Arena Supervisor
- j. Carpenter
- k. Carpenter Foreperson
- l. Electrician
- m. Electrician Foreperson
- n. Facility Supervisor
- o. Lead Hand Roads
- p. Lead Hand Utilities
- q. Parks Foreperson
- r. Plumber/HVAC
- s. Roads Foreperson
- t. Turf Technician
- u. Utilities Foreperson
- v. Welder

Note 1: Shop Department Employees will also be eligible for the premiums as defined in Letter of Understanding No. 7 in the Collective Agreement.

Note 2: Any employee presently recognized as holding dual Red Seal certification will continue to also receive an additional \$1.00 per hour on their base rate.

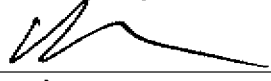
- 2. Either Party to this Agreement may terminate this Letter of Understanding with ninety (90) days written notice to the other Party.

Signed on behalf of

THE CORPORATION OF THE CITY OF CRANBROOK



 Wayne Price, Mayor



 Mark Fercho,
 Chief Administrative Officer



 Peter Choi,
 Human Resources Director

June 10, 2024

 Date

Signed on behalf of

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2090



 Marlene Assuncao, President



 Brian Paton, Vice President



 Barry Conway,
 CUPE National Servicing Representative

June 10, 2024

 Date

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LETTER OF UNDERSTANDING No. 10

Between

**THE CORPORATION OF THE CITY OF CRANBROOK
(City)**

and

**CUPE LOCAL 2090
(Union)**

The parties agree for the term of this Collective Agreement the following temporarily replaces Article 14.6 b) of the Collective Agreement.

It is also agreed that when the Collective Agreement expires this Letter of Understanding will remain in force until a new Collective Agreement has been ratified by the parties.

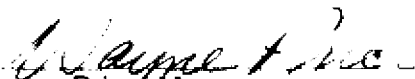
14.6 Sick Leave - Employees Not Eligible for the Weekly Indemnity Plan


- b) On January 1st of each year, these employees will be credited with twelve (12) sick leave days prorated on the basis of percentage of full time work. These employees will be entitled to carry forward up to six (6) unused sick leave days into the following year. At no time shall an employee have more than twenty-four days available for use at any one time.


Employees who fall into this category after January 1st will receive an amount of sick leave days prorated on a calendar year

Signed on behalf of

THE CORPORATION OF THE CITY OF CRANBROOK


Wayne Price, Mayor



Mark Fercho,
Chief Administrative Officer


Peter Choi,
Human Resources Director

June 10, 2024
Date

Signed on behalf of

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2090


Marlene Assuncao, President


Brian Paton, Vice President


Barry Conway,
CUPE National Servicing Representative

June 10, 2024
Date



LETTER OF UNDERSTANDING No. 11

Between

**THE CORPORATION OF THE CITY OF CRANBROOK
(City)**

and

**CUPE LOCAL 2090
(Union)**

RE: WATER CERTIFICATION PREMIUMS AND UTILITY OPERATOR DEVELOPMENT PROGRAM

The Parties agree that to the following:

Section 1 – Water Certification Premiums

1. Effective 30 days after the ratification of the Memorandum of Settlement of the renewed Collective Agreement the following will apply.
2. The base rate for the classification of Utility Operator 1 will be Grade 6. (One Level 1)
3. The base rate for the classification of Utility Operator 2 will be Grade 8. (One Level 2)
4. If a Utility Operator 2 achieves Level 2 certification in both Wastewater Collection and Water Distribution they shall receive an additional \$0.75 premium.

Section 2 - Utility Operator Development Program

1. All certification requirements are based on EOCP requirements to achieve levels and the following.
2. Program – Advancement
 - a. Operator in Training (OIT) is the starting point = pay grade equal to that of a Truckdriver Labourer (TDL).
 - i. Minimum Requirements = High school diploma, or GED, or Adult Graduation Diploma and Class 3 drivers w/Air endorsement and all other requirements outlined in the TDL position and,
 - ii. 18 CEU's from approved courses in either: Water Distribution and Wastewater Collection. (Note – any employee who is in a TDL position may take such CEUs, on their own time, and upon successful completion of such CEU's shall submit to the employer receipts for reimbursement of the course fees associated with the successful completion of the course, to a maximum of 4 employees per year, based on seniority. When an employee is required to take an examination cost coverage will be pursuant to the employer's policy.

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Approved OIT course for Water	Approved OIT course for Wastewater
Office of Water Programs – Water Distribution Operation and Maintenance	Office of Water Programs – Operation and Maintenance of Wastewater Collection Systems, Volume 1

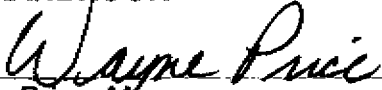
- iii. **Step 1 – In OIT progression:**
 - Once the OIT has reached 500 hours, or 3 months of operating time, the OIT must apply and attempt the EOCP Operator-In-Training exam, within 3 calendar months.
 - If they do not complete this after 1 exam attempt, they shall be returned to their former position. Any other employee, because of the rearrangement of positions, shall also be returned to their former position, and any new person hired, if they have completed their probation period shall be laid off.
 - If the employee passes the OIT exam they go on to Step 2.
 - iv. **Step 2 – OIT Progression to Utility Operator 1:**
 - The employee must obtain one Environmental Operators Certification Program (EOCP) Level 1 certification for either Water Distribution (WD) Level 1 or Wastewater Collection (WWC), to move from the position of OIT to Utility Operator 1.
 - They must obtain this one certification within six (6) calendar months of completing their required EOCP hours.
 - If they do not complete this after 2 exam attempts, they shall be returned to their former position. Any other employee, because of the rearrangement of positions, shall also be returned to their former position, and any new person hired, if they have completed their probation period shall be laid off.
 - If they are successful, the Employee will automatically advance to Utility Operator 1.
 - b. **Utility Operator 1 = pay grade 6.**
 - i. Employees are not required to attain further certifications beyond the Utility Operator basic certification level.
 - ii. At a minimum they are required to maintain their present level of certification, or they will be deemed unqualified and laid off.
 - c. **Utility Operator 2 = pay grade 8**
 - i. When a Utility Operator 1 achieves a Level 2 certification in either Wastewater Collection or Water Distribution they will automatically be reclassified as an Utility Operator 2.
3. **Posting and Filling Process – OIT and Utility Operators:**
- a. When there is a vacancy in one of the utility crews, there will be a posting for an Operator-In-Training for internal applicants. Article 11.2 will be applied based on seniority and the minimum qualifications outlined in section 2. a. i of this LOU.
 - b. If the internal process is unsuccessful at filling the position, an external posting will be for a Utility Operator, with the required certification level posted at the employer's discretion.

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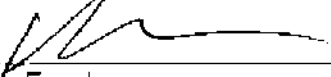
- c. If the external posting above is not successful in the selection process the Employer may consider external applicants that do not meet the requirements for Utility Operator and may designate them as a Utility Operator-in-Training (OIT).
- d. If any successful applicant holds valid EOCP certification(s), that applicant will be eligible for certification premiums as other employees.

Signed on behalf of

**THE CORPORATION OF THE CITY
OF CRANBROOK**



Wayne Price, Mayor



Mark Fercho,
Chief Administrative Officer



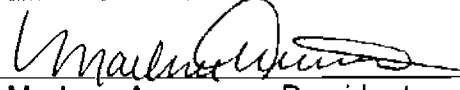
Peter Choi,
Human Resources Director

JUNE 10, 2024

Date

Signed on behalf of

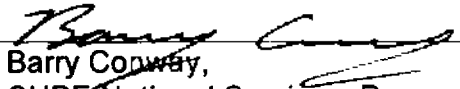
**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2090**



Marlene Assuncao, President



Brian Paton, Vice President



Barry Conway,
CUPE National Servicing Representative

June 10, 2024

Date

LETTER OF UNDERSTANDING No. 12

Between

THE CORPORATION OF THE CITY OF CRANBROOK

And

CUPE LOCAL 2090

RE: MODIFIED WORK WEEK / EARNED DAYS OFF – SCHEDULE “B” EMPLOYEES WHO WORK OUT OF PUBLIC WORKS

The Parties agree that a Modified Work Week Program (the Program) will be implemented within ninety (90) calendar days following the ratification of this agreement. The parties acknowledge that for the program to be successful, flexibility will need to be a priority. This program will begin with the Parks Department / Crew and all Foreman, Lead hands, Electrician 2 and Carpenter 2 positions. The program will be evaluated by September 30, 2024. If it is deemed successful, the program will be expanded to the Water Department / Crew and the Mechanic's Shop beginning December 1, 2024. These expansions of the program will be evaluated by February 1, 2025. If the program is deemed successful it will be expanded to include all trades personnel beginning March 1, 2025 and the Roads Department / Crew beginning at the end of the Snow and Ice Schedule in the spring of 2025.

For clarification purposes, it is understood that employees who are required to participate in the Snow and Ice schedule will not be eligible to participate in the EDO program during the time that the Schedule is in place.

The general principles of the Program are:

1. The program will be cost neutral and cannot create operational hardships for the City. The program will be offered to Full Time Regular employees, however not all Schedule “B” employees who work out of Public Works may be able to access the Program. It is understood that employees who are presently on a modified work schedule will not be entitled to participate in this program. For clarification purposes, solid waste collection will not be included.
2. Full time regular employees can choose to participate in the modified work week program. Each March a schedule will be developed for the entire year for each department. The employees will work with their Manager/Director to develop the schedule. This schedule may be changed to meet operational needs throughout the year. Each employee will have the opportunity to select which day of the week that they want to take their EDO. The choice in the selection process will be by seniority for each work unit.
3. It is understood that the applicability of the Program will be evaluated for each new position created.

4. The Program will normally be implemented on a three (3) week cycle.
5. Employees will work a minimum of one hundred twenty and twenty-six (126) hours over fourteen (14) days with the last day of the three (3) week cycle to be used as an Earned Day off (EDO). Employees will be scheduled to work nine (9) hours per day on a three-week rotation. The fourteen (14) days worked at nine (9) hours per day will accumulate one hour of EDO time per day. Over the fourteen (14) day period, a total of 14 hours of EDO time will have accumulated. EDO hours are to be earned by working one extra hour daily on a regular schedule, that begins at 7:00 am and ends at 4:30 pm.
6. An earned EDO day may be taken any day of the week on the last week of the three-week cycle, subject to final management approval. Such approval may not be reasonably withheld. The day selected will normally remain constant for the entire year except in extenuating circumstances. An EDO day that is deferred will remain in the employee's EDO bank to be used on a mutually agreed upon alternate day. Any EDO hours exceeding fifteen (15) hours remaining in an employee's EDO Bank on December 31st will be paid out.
7. EDO Bank Hours
Employees will be able to bank up to 5 hours per week for future use in the following order:
 - i. To cover off the hours required to take one 8-hour EDO day.
 - ii. To top off sick leave days to 9 hours.
 - iii. To top off statutory Holidays to 9 hours.
8. Overtime:

Overtime on regularly scheduled workdays will not commence until nine (9) hours has been worked by the employee.
9. Shift differential will apply for all hours outside of the regular scheduled hours of the EDO.
10. Statutory Holidays:

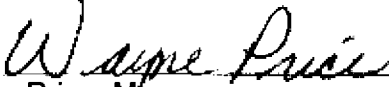
When an EDO day falls on a Friday Statutory Holiday, the EDO will be moved to the preceding Thursday. When the EDO falls on a Monday Statutory Holiday, the EDO day will be moved to the Tuesday immediately following. When the EDO falls on a Tuesday, Wednesday or Thursday Statutory holiday the EDO day will be moved to a mutually agreeable day.
11. If/when a conflict arises between requested vacation and a scheduled EDO day with two different employees requiring vacation coverage, the vacation request will take precedence over the scheduled EDO day and the employee affected will have a mutually agreed upon compensating EDO day off. Where there are vacation changes or use of accumulated overtime requests made after the initial annual vacation booking process in January, the scheduled EDO days will take precedence.
12. When relieving in a higher paid position for three (3) consecutive weeks or more, EDO will be earned at the higher rate of pay. When relieving in a higher paid position for less than


three (3) weeks, EDO will be earned at the employee's regular position rate. Dollars, not hours, will be used for the EDO bank (i.e. overtime bank as it currently exists).


13. After each phase of the Program is completed, it will be evaluated by a joint committee comprised of two Union representatives and two Employer representatives. The evaluation will take into consideration levels of service and accumulated overtime. Based on this evaluation, the City and Union may agree to revise the Program guidelines.
14. If the parties fail to reach an agreement on any evaluation of, or revision to, the Program, this Letter of Understanding may be terminated within 3 months written notice from either Party.

Signed on behalf of

**THE CORPORATION OF THE CITY
OF CRANBROOK**


Wayne Price, Mayor

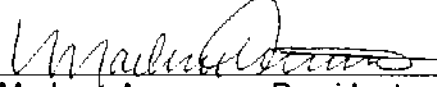

Mark Fercho,
Chief Administrative Officer



Peter Choi,
Human Resources Director

 JUNE 10, 2024
Date

Signed on behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2090**


Marlene Assuncao, President


Brian Paton, Vice President


Barry Conway,
CUPE National Servicing Representative

 June 10, 2024
Date



LETTER OF UNDERSTANDING No. 13

Between

THE CORPORATION OF THE CITY OF CRANBROOK

and

CUPE LOCAL 2090

RE: AQUATIC SUPERVISOR TEMPORARY REPLACEMENT ARRANGEMENT

WHEREAS:

- A. The Aquatic Supervisor will be taking a leave; and
- B. The Parties want to have an arrangement in place that ensures the aquatic center has adequate support during the Aquatic Supervisor's leave and to ensure baseline pool services are met.

AND WHEREAS:

- C. The Parties want to create an arrangement that builds the lifeguarding team's capacity to qualify for promotional and temporary leadership opportunities within the City.

THEREFORE:

The Parties agree as follows:

1. The City will post for a Term Part-time Head Guard position versus an Aquatic Supervisor position while the incumbent is on Maternity Leave.
2. Such Posting will include the Hours of Work defined in section 3 a. and 3 b. below.
3. Hours of Work:
 - a. The position will be posted as a "under 20 hours position" until the Aquatic Supervisor's leave starts.
 - i. With exception to training requirements, the hours and schedule can be flexible and will require no less than 10 hours per week.
 - b. Upon the start of the Aquatic Supervisors leave this term position will work 35 hours per week and have a regular schedule.
 - i. The schedule will be pre-determined and outline the administrative versus lifeguarding shifts and allow the incumbent to accept lifeguarding call-outs and provide coverage, as needed.
 - ii. To ensure the pool provides baseline services, the incumbent's priority will be lifeguarding.

4. Duties and Responsibilities

- a. The position will work alongside a lateral aquatic leadership team, and such team's primary functions will include administrative and lifeguarding responsibilities. Refer to Appendix A for a detailed description of the key responsibilities.
- b. This position:
 - i. Will not supervise staff;
 - ii. Will report directly to the Aquatic and Programming Manager.
 - iii. Will not train, recertify, or orientate new or existing Lifeguards to the Aquatic Centre.

5. Minimum Qualifications

As per article 11.2 a), the incumbent will not require all the qualifications and abilities as outlined in the Head Guard position description. It is agreed the successful applicant must have the greatest seniority and hold the minimum qualifications as a Lifeguard / Instructor 1, and be available for the assigned hours and schedule.

6. Employee Status, Article 2.4

- a. If the successful applicant to the term head guard posting is a Regular Full Time or Part Time employee, as outlined in article 2.4 b & c), the terms and conditions of employment will not change, and the incumbent's seniority, sick and vacation entitlements will accrue according to the Collective Agreement throughout the term.
 - b. If the successful applicant to the term position is a Casual employee as outlined in article 2.4 e), the terms and conditions of employment will not change, unless stated otherwise in this letter. The incumbent will not accrue seniority, unless they have already reached and/or surpassed the six-hundred and eighty (680) hours of work in their former position and any hours worked in the term position, and vacation will continue to be paid out accordingly.
 - c. If the successful applicant to the term position is an external applicant, the terms and conditions of employment will be as outlined in article 2.4 d).
7. Within one week of the Aquatic Supervisor's return from leave, the term incumbent will return to their former position, as per article 11.2 f).
8. Should the present Aquatic Supervisor permanently leave the position at any time, it will be posted accordingly.
- #### 9. Termination of the Letter of Understanding
- a. Either party may terminate this Letter of Understanding with ninety (90) days written notice to the other party.

- b. If no notice has been provided by the parties pursuant to section 7.a above this Letter of Understanding will expire after seven (7) days following the return of the incumbent Aquatic Supervisor, unless an extension is mutually agreed to by the Parties.

Signed on behalf of

**THE CORPORATION OF THE CITY
OF CRANBROOK**



Wayne Price, Mayor



Mark Fercho,
Chief Administrative Officer



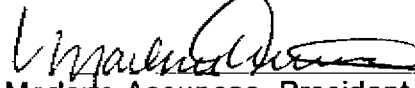
Peter Choi,
Human Resources Director

JUNE 10, 2024

Date

Signed on behalf of

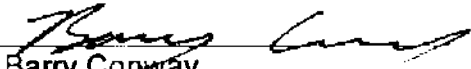
**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2090**



Marlene Assuncao, President



Brian Paton, Vice President



Barry Conway,
CUPE National Servicing Representative

June 10, 2024

Date

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APPENDIX "A" To Letter of Understanding No. 13

Term Part-time Head Guard

Key Responsibilities

- Produces and posts the quarterly staff schedule.
- Responsible for staff availability, all leave requests, and vacation requests (as per CA). Collaborates with co-workers and Aquatic and Programming Manager on scheduling/approving.
- Attends all leadership and operational meetings
- Coordinates, attends, & takes minutes at department level meetings (Programming & Aquatics).
- In coordination with leaders, produces in-service material, delivers to staff, and leads applicable discussions at in-service.
- Tracks and coordinates staff boot allowances, clothing, and Wellness benefits.
- Tracks and coordinates staff recertification's with co-workers. Coordinates appropriate paperwork for payroll purposes.
- Work with Programmer and team to plan and schedule upcoming aquatic programs and seasonal activities in PM (Fall, Winter, Special Events, Summer), which includes Lifeguard training.
- Works with Aquatic and Programming Manager and Programming and Office Assistant on administrative changes affecting Cashier Pool operations
- Track casual staff availability, return to work training and hours, plus those not actively working three plus months. Provides reports to Aquatic and Programming Manager for processing.
- Coordinate school bookings
- Coordinate sponsored swims, Tritons, and Special Swims.
- Coordinates and works with leaders on special events in the pool – birthday parties, No School Fridays, etc.
- Coordinates the request for new hires, the new hire paperwork, and schedules orientation with co-workers.
- Processes timesheets
- Responds to general inquiries from the public. Redirects as appropriate.
- Tracks and participates in monthly workplace inspections
- Bring OHS concerns forward to department committee
- Updates procedures and policies with feedback from the team
- Posts updates in the lifeguard room, and maintains aquatic related lists, bulletin boards, and signage.
- Maintains operational supplies and replenishes (first aid, swim wear, laundry detergent, cleaning supplies, and pool equipment)
- Maintains operational equipment and schedules/conducts inspections and maintenance (lifts, slide, pool).
- This person will need to Lifeguard at least 40% of the time and available to cover shifts.
- Reports to the Aquatic and Programming Manager.
- Supports the Aquatic and Programming Manager on aquatic matters as needed, with emphasis on the LG Recruitment campaign.

LETTER OF UNDERSTANDING No. 14

Between

THE CORPORATION OF THE CITY OF CRANBROOK

And

CUPE LOCAL 2090

RE: ARENA OPERATION QUALIFICATION IMPROVEMENTS

To ensure safety and keep the Arenas open, the Power Engineers, Boiler, Pressure Vessel and Refrigeration Safety Regulation requires the minimum of a certified Refrigeration Operator to be on site for a minimum of 7 hours per day, every day during plant operations if the plant is registered as Risk Assessed under section 54 of the regulation. To achieve this regulatory compliance and prepare for business continuity, it is now desired that the present Facility Technicians and Arena Ice Makers upgrade their qualifications from Ice Facility Operator (IFO) to Refrigeration Operator (RO) and to achieve this transition, the union and city agree as follows.

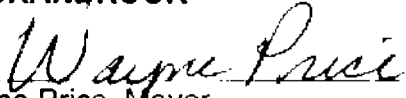
1. Effective date of signing, the city will pay a premium of \$1.00 per hour, above the base rate agreed to by the Parties, for all employees who are classified as Facility Technicians or Arena Ice Makers/TDLs, who hold a RO qualification.
2. The city will also pay for the cost of acquiring an RO for all Facility Technicians and Arena Ice Makers/TDLs who want to attain such qualification. This cost includes but is not limited to, all course and testing fees, accommodation when required, and wages.
3. From the date of this Letter of Understanding, going forward all external applicants for the Facility Technician and Arena Ice Maker/TDL positions will be required to have an RO qualification, internal candidates will be considered for such positions if they comply with #4 below.
4. Candidates with RSA or IFO certification will be considered for employment if they commit to acquire a Refrigeration Operator certification within 24 months of employment with the city.
5. Prior to the city paying for the RO certification an employees will be required to sign a Return of Service Agreement of one year after the date of certification.
6. In the event an employee leaves the city before completing the return of service period, the city will be entitled to recover the costs, outlined in #2 above, excluding wages, pro-rated to the outstanding time to be served.

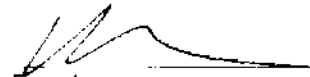
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7. The Parties will review the job descriptions to ensure the RO certification is a required qualification. This review will happen after the completion of the first phase of Joint Job Evaluation.

Signed on behalf of

**THE CORPORATION OF THE CITY
OF CRANBROOK**


Wayne Price, Mayor

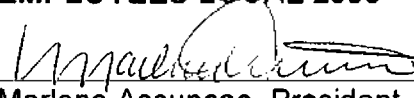

Mark Fercho,
Chief Administrative Officer


Peter Choi,
Human Resources Director

June 10, 2024
Date

Signed on behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2090**


Marlene Assuncao, President


Brian Paton, Vice President


Barry Conway,
CUPE National Servicing Representative

June 10, 2024
Date

PC
W. Price