

# **COLLECTIVE AGREEMENT**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 118**

**(Hereafter referred to the "Union")**

***CUPE***

**- and -**

**CITY OF PORT ALBERNI**

**(Hereafter referred to the "Employer")**



**January 1, 2024 to December 31, 2026**



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THIS AGREEMENT made and entered into this 1<sup>st</sup> day of January, 2024

BETWEEN:

**CITY OF PORT ALBERNI**  
(hereinafter called the "Employer")

Party of the First Part

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 118**  
(hereinafter called the "Union")

Party of the Second Part

EXPIRING: December 31, 2026

**1. DEFINITIONS**

**1.01 Positions**

- (a) Permanent positions are posted positions for regularly scheduled ongoing work.
- (b) Temporary and seasonal positions are positions that exist due to the absence of a Regular Employee, augmentation of the workforce, and for seasonal work for periods of up to six (6) months. Temporary and seasonal positions of two (2) months or greater shall be posted. Temporary positions may be filled by Regular Employees or Auxiliary Employees. Seasonal positions may be filled by Regular Part-Time or Auxiliary Employees. Part-Time Employees may also fill temporary and seasonal positions, on the understanding that overlap of scheduled work may require them to give up their part-time posting in order to do so.

**1.02 Regular Employee**

Means a regular full-time employee and a regular part-time employee.

- (a) Regular Full-Time Employee - an employee who holds a posted permanent full-time position and who has successfully completed the probationary period for a regular employee.
- (b) Regular Part-Time Employee - an employee who works less than the full-time hours, holds a posted permanent part-time position for regularly scheduled work averaging at least 15 hours per week in a twelve (12) month period, and who has successfully completed the required probationary period for a part-time employee.

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

**1.03 Part-Time Employee**

An employee who holds a posting for a permanent position which does not involve regularly scheduled work in each pay period in the year or does not average at least 15 hours per week.

**1.04 Probationary Employee**

An employee who is serving a probationary period as defined in Article 14.03.

**1.05 Auxiliary Employee**

- (a) An Auxiliary Employee is one who is hired to work for an absent Regular Employee or to augment the workforce. An Auxiliary Employee may also be hired to perform seasonal work for periods up to six (6) months which may be extended for up to three (3) months with mutual agreement.
- (b) Auxiliary Employees shall be paid ninety (90%) percent of the rates prescribed in the Wage Schedule during the first 480 hours worked. Thereafter, the Wage Schedule shall apply. Once the 480 hours have been consecutively served, employees rehired for the same job within one year of the last day worked shall be paid at the regular rate for the classification.

**1.06 Pay In Lieu of Benefits**

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

- Statutory Holidays - Article 20
- Annual Vacation - Article 21
- Sick Leave - Article 22
- Bereavement Leave - Article 23.07
- Employee Benefits - Article 29.01 and Article 29.02

For Regular Part-Time employees, this percentage will increase based on their continuous years of employment in a Regular Part-Time classification as follows:

<b>Continuous Years of Employment</b>	<b>Pay In Lieu %</b>
After 4 years	16%
After 11 years	17%
After 18 years	18%
After 25 years	19%

Such increases will be effective on the anniversary date of the employee starting in the Regular Part-Time classification. In the event that an employee gives up their Regular Part-Time position and becomes a Part-Time or Auxiliary employee, they will revert back to 15%.

**2. MANAGEMENT RIGHTS**

Management shall have the right to:

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

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

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

**3. RECOGNITION AND NEGOTIATIONS**

**3.01 Bargaining Unit**

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

**3.02 No Other Agreements**

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

**3.03 Right of Fair Representation**

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

**3.04 Bargaining Unit Work**

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

## **4. NO DISCRIMINATION**

### **4.01 Employer Shall Not Discriminate**

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

### **4.02 Sexual or Personal Harassment**

#### **(a) Sexual Harassment**

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

#### **(b) Personal Harassment**

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

### **4.03 Use of Grievance Procedure in Harassment Cases**

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

### **4.04 Neutral Investigation for Harassment Cases**

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

## **5. UNION SECURITY**

### **5.01 All Employees to be Members**

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

**5.02 Condition of Employment**

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

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

**6.01 Check-Off Payments**

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

**6.02 Deductions**

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

**6.03 Dues Receipts**

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

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

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

**8. CORRESPONDENCE/NOTICES**

**8.01 Correspondence**

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

**8.02 Notices**

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

**9. LABOUR-MANAGEMENT COMMITTEE**

**9.01 Establishment of Committee**

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

**9.02 (a) Function of the Committee**

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

**(b) Authority of the Committee**

The Committee shall concern itself with the following general matters:

- (1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- (2) Improving and extending services to the public.
- (3) Promoting safety and sanitary practices.
- (4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (5) Correcting conditions causing grievances and misunderstandings.
- (6) Monitoring positions of less than full-time to determine if they could be combined to create regular full-time or regular part-time positions.

**9.03 Meetings of Committee**

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

**10. LABOUR MANAGEMENT BARGAINING RELATIONS****10.01 Union Bargaining Committee**

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

**10.02 Function of Bargaining Committee**

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

**10.03 Meetings**

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

**10.04 No Loss of Pay to Attend Meetings**

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

**11. GRIEVANCE PROCEDURE****11.01 Grievance Steps**

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

**Step 1**

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

**Step 2**

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

**Step 3**

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

**Step 4**

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

**Step 5**

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

**11.02 Bypassing of Steps 1 and 2**

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

**11.03 Timelines**

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

**12. ARBITRATION****12.01 Composition of Board of Arbitration**

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

**12.02 Failure to Appoint**

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

**12.03 Board Procedure**

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

**12.04 Decisions of the Board**

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

**12.05 Expenses of the Board**

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

**12.06 Single Arbitrator**

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

**13. DISCIPLINE**

**13.01 Cause for Discipline**

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

**13.02 Right to Have Steward Present**

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

**13.03 Discharge or Suspension Procedure**

- (a) Any employee being dismissed or suspended under this section shall be given the opportunity to appear before their immediate supervisor with Union representation to hear the reasons for their dismissal or suspension.
- (b) When the Employer has dismissed or suspended an employee under this section, a letter shall be forwarded to the employee within 5 working days of their dismissal, with a copy to the Union, stating the cause for the dismissal or suspension.

**13.04 Suspension or Discharge**

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

**13.05 Reprimand**

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

**13.06 Crossing of Picket Lines**

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

## **14. SENIORITY**

### **14.01 Seniority Defined**

- (a) Seniority is defined as the length of continuous service within the bargaining unit as a regular employee. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement.
- (b) Auxiliary Employees working over 600 hours in each of two (2) consecutive payroll years shall accrue seniority for posted vacancies in accordance with Article 15.06.

### **14.02 Seniority List**

The Employer shall maintain a seniority list.

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

### **14.03 Probation for Newly Hired Employees**

- (a) A newly-hired regular full-time employee shall be on probation for the first 60 days worked. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement unless specifically excluded. During the probation period no seniority rights shall be recognized but after completion of the probationary period, seniority shall be effective from the original date of employment as a regular employee.
- (b) All other employees shall be on probation for the first 480 hours worked, or two (2) years, whichever comes first.
- (c) Should an auxiliary employee not work for the Employer for a period of six (6) months their employment shall be deemed to be terminated.
- (d) While on probation employees shall be paid at 90% of the rates prescribed in the applicable wage schedule (or minimum wage, whichever is greater). Once the probationary period has been served employees rehired for the same job within one year of the last day worked shall be paid at the regular rate for the classification.

### **14.04 Loss of Seniority**

- (a) An employee shall lose seniority for the following reasons:
  - (1) If discharged and not reinstated;
  - (2) For failing to return from a leave of absence or respond to a recall from lay-off;
  - (3) Laid off and not recalled for a period equal to the lesser of 18 months or length of service; or
  - (4) Where terminated voluntarily or for other non-culpable reason.

- (5) In compliance with Article 15.11 upon taking a position with the Employer outside of the bargaining unit.
- (b) Except as provided in Article 23.04, seniority shall continue to accrue to employees absent from work because of sickness, Long Term Disability, compensable accident, or leave approved by the Employer.
- (c) Regular Employees who become Part-time Employees as a result of a lay-off shall retain their original seniority dates.
- (d) (1) Part-Time and Auxiliary Employees holding seniority as defined in Section 15.06, who work seasonally and who do not work through any subsequent season when work was available to them, shall lose their seniority.
- (2) Such employees who do not work at least 500 hours in the next and in each ensuing payroll year that such work was available to them, shall lose such seniority. Work is 'available' for this purpose if the employee was not ill and did not have a scheduling conflict in terms of other work for the City, at the time the work was offered.
- (3) Circumstances may arise where an employee who would have worked the 600 hours (or the 500 hours as the case may be) under normal circumstances is unable to do so as a result of illness of the employee or illness on the part of an immediate family member for whom the employee is the sole caregiver. Where such illness is confirmed to the Employer's satisfaction by a medical doctor's certificate, the employee will be considered as having obtained or retained (as the case may be) their priority status.

For clarity, the test of whether or not such an employee, working under normal circumstances, would have achieved 600 (or 500 hours as the case may be) is whether or not they have had to be replaced by another employee or employees for a sufficient number of hours to meet these thresholds.

**14.05 Specified and Stand-by Jobs**

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

<u>Specified</u>	<u>Stand-by</u>
Senior Engineering Technologist Streets Service 2	Engineering Technologist Streets Service 1

- (a) The stand-by job holder will, in addition to carrying out their regular duties, undergo training for the specified job by observing and participating in the various phases of the job until such time as they are competent to perform the specified job or are declared unsuitable.
- (b) The stand-by job incumbent will fill any temporary vacancy occurring in the specified job for which they have been trained.

- (c) For the purpose of this section any vacancy created by illness, injury or other authorized leave of absence shall be deemed to be a temporary vacancy. Temporary vacancies exceeding two months duration will be posted.
- (d) No employee will be permitted to hold more than one relief stand-by job for which they have been trained.

## **15. PROMOTIONS AND STAFF CHANGES**

### **15.01 New Position or Vacancy**

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

### **15.02 Temporary Vacancies**

Temporary vacancies exceeding two months duration will also be posted unless otherwise mutually agreed. The Employer will, where it is known that a vacancy will exceed 2 months duration, post such vacancy. Employees holding temporary vacancies shall have the option to revert to their original position at twelve (12) months.

### **15.03 Information on Postings**

Posting notices shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, and wage rate.

### **15.04 Role of Seniority in Promotions or Staff Changes**

- (a) In making promotions or staff changes, appointment shall be made of the Employee applicant with the greatest seniority and having the required qualifications.
- (b) Following consideration of all Employees with seniority, employees without seniority, shall be eligible to bid on vacancies.

### **15.05 No Outside Placement**

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

### **15.06 Part-Time and Auxiliary Employees**

Part-Time and Auxiliary Employees who have worked at least 600 hours in each of two successive payroll years shall have certain priority over other applicants for posted vacancies.

In particular, on the day an Auxiliary or Part-Time employee completes 600 hours in the second successive payroll year, that date shall be denoted as the seniority date for that employee. The selection provisions of Article 15.04 (a) shall then apply for such employee.

#### **15.07 Employees on Vacation**

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

#### **15.08 Employees Preparing for Qualifications**

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

#### **15.09 Trial Period**

The successful applicant shall be notified within 1 week following the end of the posting period. They shall be given a trial period in order for the Employer to assess their performance. Conditional on satisfactory service, the employee shall be declared permanent after the period of 60 worked days. In the event the successful applicant, during the trial period, proves unsatisfactory in the position, or finds the position unsatisfactory, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority. Where it is the employee who finds the new position unsatisfactory, the employee must exercise the election to return to the former position before completion of thirty (30) days worked in the new position.

#### **15.10 Notification to Employee and Union**

Within 7 calendar days of the closing date of a posted vacancy, the successful candidate shall be notified by the Employer. The successful candidate shall accept or decline the new posting within two (2) worked days of notification. Should the originally selected candidate decline the posting, the Employer will determine whether there is an alternate qualified employee and if so advise that employee that they are the successful candidate.

Once a candidate has accepted the offered posting, the name of the successful candidate shall be posted on all bulletin boards within five (5) working days of acceptance.

#### **15.11 Transfer Outside Bargaining Unit**

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

**15.12 Seniority and Benefits for Employees Replacing Absent Regular Employees**

- (a) Where an employee replacing an absent Regular Employee serves in that position for less than 12 months, that employee shall continue to receive 15% Pay In Lieu of Benefits and shall not accrue seniority unless the replacement employee already held status as a Regular Employee.
- (b) Should the absent Regular Employee return to work before 12 months of absence, the replacement employee shall be given 24 hours' notice of displacement. Where such an employee previously held status as a Regular Full-Time or Regular Part-Time Employee, that employee shall be returned to their former position. If the former position no longer exists, the affected employee may use their seniority to bump.
- (c) Should the Employer receive written confirmation, before 12 months of absence, that the absent Regular Employee will not be returning to work, the absent Regular Employee's job will be re-posted as available on a permanent basis and Article 15.04 shall apply.
- (d) Where an employee replacing an absent Regular Employee serves in that position for 12 months, that employee shall be deemed to hold a permanent posting with seniority dating back to the commencement of the said 12 months unless that employee already held status as a Regular Employee prior to replacing the absent Regular Employee.
- (e) Commencing the next calendar month such an employee will cease to be paid 15% Pay In Lieu of Benefits but shall be entitled to receive benefits.
- (f) Should the absent Regular Employee return to work after 12 months of absence, the same conditions set out in Article 15.12 (b) shall apply. If the replacement employee returns to a position which attracts benefits, then that employee will continue to receive benefits. If not, that employee's benefits will cease and be replaced with the 15% Pay In Lieu of Benefits commencing at the beginning of the next calendar month.
- (g) Should the Employer receive written confirmation, after 12 months or longer of absence, that the absent Regular Employee will not be returning to work, the employee replacing the absent Regular Employee shall be deemed to hold a posting to a permanent position and that job shall not be re-posted.
- (h) The foregoing shall apply equally to other vacancies resulting from persons moving positions to fill the position of the absent employee.

**16. LAY-OFFS AND RECALLS****16.01 Definition of Lay-off**

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

## **16.02 Role of Seniority in Lay-offs**

- (a) Both parties recognize that job security shall increase in proportion to length of service. However, if the Employer lays off a senior employee and they desire to bump, they shall notify the Employer within ten (10) calendar days of receiving their notice of their first, second, and third choices of positions that they wish to bump and are qualified to fill. Notwithstanding the above, if the Employer provides more than ten (10) calendar days' notice of lay-off pursuant to Article 16.06, the employee's decision and notice to the Employer may be postponed until no less than ten (10) calendar days prior to the actual lay-off occurring. Such employee may bump any employee with less seniority provided they are qualified to perform the duties of the less senior employee.

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

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

If the Employer lays off a senior employee, notice will be posted on each work area bulletin board within one (1) day advising of the lay-off and listing all positions of less seniority which may be affected because of the lay-off.

All bumped employees will be given a maximum of five (5) calendar days from the date of notification to notify the Employer of their first, second, and third choices of positions they are qualified to fill. The Employer will then exercise their rights to determine whether the employee is qualified for the selected positions. Each employee, on a seniority basis, will then meet with the Employer and the Union and they will be notified at that time of which position of their choice they will be moving to.

Forms will be utilized by the Employer and the affected employees for completion of this process. A failure by the employee to turn in the form shall be a deemed election not to bump but to instead go to the recall list.

- (b) If a regular full-time employee has no full-time position to bump into, such employee shall, providing the scheduling of hours of work will accommodate and the employee is qualified, be allowed to bump two (2) regular part-time and/or part-time positions to attain, as near as possible, full hours of work in a day. Such employee shall retain all benefits of the Collective Agreement and as enumerated in Article 29, providing the employee is working 75% or more of the full-time hours.
- (c) Employees who bump another employee shall be entitled to a five (5) day orientation period. The orientation will be to cover job specific information.

## **16.03 Bumping Upward**

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

**16.04 Recall Procedure**

- (a) Employees with recall rights shall be recalled in the order of their seniority provided they are qualified to perform the available work. Employees laid off or who bump into a reduced hours position will be eligible for extra available hours up to their pre lay-off hours where their qualifications and seniority allow. Extra hours will be across all departments provided the employee is qualified.
- (b) If a regular full-time employee can bump into only one (1) regular part-time position or one (1) part-time position, the employee shall be considered to still be on recall.
- (c) If an employee is laid off and if that employee's position is re-instituted within the recall period as defined in Article 14.04 (a) (3), the employee shall be returned to the re-instituted position.

**16.05 No New Employees**

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

**16.06 Advance Notice of Lay-off**

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

**16.07 Recall for Temporary Absence**

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

**16.08 Recall to Pre-Layoff Position**

Employees who are temporarily or permanently laid off and choose to bump shall have the option of returning to their pre-layoff position at the end of the temporary layoff or if their pre-layoff position becomes vacant for less than full time hours at their discretion. Employees who choose to go back to their pre-layoff position shall carry all rights and privileges with them. Should the pre-layoff position end, employees shall return to their previous position.

**17. HOURS OF WORK****17.01 Monday to Friday Employees**

The normal work week for Group I and II employees shall consist of 5 days Monday to Friday inclusive. See Schedule "A" for clarifications in each group.

**17.02 Seven and One Half Hour Employees - Monday to Friday**

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

**17.03 Eight Hour Employees - Monday to Friday**

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

**17.04 Eleven Hour Employees - Continuous Operations**

The normal work week of Group III employees shall be 38.5 hours consisting of 2 day shifts of 9.5 hours each and 2 night shifts of 9.5 hours each, over 4 consecutive days followed by 4 consecutive days off. Group III employees shall be entitled to one, 1 hour meal break and two 15 minute rest periods during each shift to be taken consecutively at a time designated by the Employer.

**17.05 Seven and One Half Hour Employees - Continuous Operations**

The normal work week of Group IV employees shall consist of any 5 consecutive days followed by 2 days of rest subject to minor deviations to accommodate shift changes. The normal work day shall be 7.5 hours exclusive of a 1 hour lunch break at a time designated by the Employer.

**17.06 Eight Hour Employees - Continuous Operations**

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

**17.07 Hours of Work - Arena Maintenance Employees**

- (a) During the ice season the hours of the Maintenance Coordinator/Plant Engineer – Ice Operations and 2 Arena Maintenance Workers shall consist of four 10 hour shifts each week.

- (b) **Specific Work Hours:**
- (1) **Maintenance Coordinator/Plant Engineer – Ice Operations**  
Monday – Thursday 5:45 a.m. - 4:15 p.m.
- (2) **2 Arena Maintenance Workers**  
Weekdays 4:00 p.m. - 2:30 a.m.  
Fridays 6:00 a.m. - 4:30 p.m.  
Weekends 6:00 a.m. - 4:30 p.m.
- (3) **Weekend Part-Time**  
Saturday/Sunday 10:00 a.m. - 8:30 p.m.  
4:15 p.m. - 2:45 a.m.
- (c) During the non-ice season, the hours of work of the Maintenance Coordinator/Plant Engineer – Ice Operations and the 2 Arena Maintenance Workers shall be the same as the outside Parks crew.
- (d) The foregoing shall not apply during the twice annual transition periods.

#### **17.08 Watch Clerks – Hours of Work**

- (a) The normal average work week of Group VI employees shall be 37.625 hours consisting of 2 day shifts of 11 worked hours each followed by 2 afternoon shifts of 10.5 worked hours each, over 4 consecutive days followed by 4 consecutive days off.
- (b) The shifts lengths outlined above are exclusive of a 1-hour unpaid meal break to be taken at a time designated by the Employer.
- (c) For the purposes of calculating overtime rates, for employees following the above schedule and receiving 4 consecutive days of rest, the first and second days off shall be deemed the first day of rest and the third and fourth days off shall be deemed the second day of rest.

#### **17.09 Special Work Days**

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

#### **17.10 Rest Periods**

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

#### **17.11 Employees Sent Home After Starting Work**

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

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

**17.12 Entitlement to Additional Available Hours**

Employees working less than full-time who are willing and qualified shall be given first opportunity for additional hours of work in their position when it becomes available and does not conflict with their schedule. Entitlement to available hours shall be assigned on this basis providing it does not result in overtime payments as follows:

- (a) First to qualified Regular Part-Time employees, based on seniority; and
- (b) Second to qualified Part-Time employees.

The above does not apply to work in the Parks and Recreation Department currently governed by Section C of the comprehensive Letter of Understanding.

**17.13 Unscheduled Call-Out for Part-Time Employees**

In the event a regular Part-Time or Auxiliary Employee is called into work on an unscheduled basis, they shall receive a minimum of 2 hours pay.

**17.14 Hours of Work – Street Sweeper**

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

**18. SHIFT WORK**

**18.01 Shift Differential**

Unless otherwise agreed employees shall, in addition to the regular rate of pay for the classification, receive shift differential in the amount of \$1.00 per hour for hours worked between 7:00 p.m. and 7:00 a.m. An employee receiving an overtime rate shall not be entitled to shift differential and at no time shall shift differential be included with any employee's wage rate for the purpose of calculating overtime.

**19. OVERTIME**

**19.01 Time and One-Half**

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

**19.02 Double Time**

A rate of double the employee's basic hourly rate shall be paid for all overtime hours worked in excess of three hours per day during the regular work week. Double time in addition to regular holiday pay shall be paid for all work performed on statutory holidays.

Double time shall be paid for all work performed on an employee's second day of rest and for all work performed in excess of 4 hours on an employee's first day of rest. (In the case of Group III employees, who receive 4 consecutive days of rest, the first and second days off shall be deemed the first day of rest and the third and fourth days off shall be deemed the second day of rest. In the case of Arena employees, the first day off is all hours up to thirty-six (36) hours and the second day off is for thirty-six (36) hours and above.)

#### **19.03 Equivalent Time Off**

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

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

#### **19.04 Call Out**

In the event a regular full-time employee is called out to work, such hours shall be deemed overtime with a minimum guarantee of 2 hours overtime pay.

#### **19.05 Not Compounded**

Overtime premiums shall not be compounded.

#### **19.06 Assignment of Overtime**

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

#### **19.07 Early Call Out**

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

#### **19.08 Overtime Call-Out Which Does Not Abut the Next Scheduled Shift**

If an employee performs overtime work after midnight and the overtime does not abut their next scheduled shift, such overtime shall be paid at double time. The employee will reserve the right to use vacation or banked time for up to an eight hour rest period before resuming their scheduled shift.

**20. PAID HOLIDAYS****20.01 Entitlement**

Employees shall be entitled to the following holidays with pay:

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

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

**20.02 Holiday on Saturday or Sunday**

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

**20.03 Holiday Pay Rates for Employees Working in More Than One Classification**

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

**20.04 Effect of Absence on Holiday Pay**

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

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

**20.05 Regular Full-Time Employees Required to Work Statutory Holidays**

Regular full-time employees required to work statutory holidays shall have the right to the following at their discretion:

- (a) Be paid double their basic hourly rate for all hours worked on the statutory holiday in addition to regular holiday pay, or
- (b) Be paid double their basic hourly rate for all hours worked on the statutory holiday and be given a lieu day for the regular holiday to be used at a time mutually agreed by the employee and Employer.

In continuous operations the statutory holiday shall be the day upon which it actually falls.

If the statutory holiday is a regularly scheduled work day for the employee, then such work may be accumulated for the purposes of Article 19.03 (Equivalent Time Off).

#### **20.06 Statutory Holidays on Days Off**

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

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

Regular Part-Time and Part-Time employees required to work on a statutory holiday shall have the option to be paid one and one-half times ( $1\frac{1}{2}x$ ) their basic hourly rate for all hours worked on the statutory holiday or be paid the regular hourly rate and be allowed to bank the half time ( $\frac{1}{2}x$ ) to be used at a time mutually agreeable between the Employer and the employee.

### **21. VACATIONS**

#### **21.01 Definition of Year of Service**

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

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

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

#### **21.02 Length of Vacation**

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

A vacation year shall be from July 1<sup>st</sup> to June 30<sup>th</sup>.

Length of Service	Vacation Time	Vacation Pay % of gross earnings prior vacation year
Less than 1 year	Pro-rated from the date of hire	5%
After 1 year	15 working days	7%
After 4 years	20 working days	9%
After 10 years	25 working days	11%
After 17 years	30 working days	13%
After 24 years	35 working days	15%
After the 26 <sup>th</sup> year onward	1 additional day for each additional year	+ 0.4% for each additional day

**21.03 Banking of Vacation Credits**

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

**21.04 Schedule of Vacations**

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

**21.05 Vacation for New Employees**

New regular full-time employees who have completed six (6) months of service will be permitted to take one (1) week of their accrued vacation.

**21.06 Vacation for Re-Hired Employees**

Employees who previously worked in a full-time position for the City of Port Alberni and had qualified for vacation under Article 21, who then leave the employment of the City of Port Alberni, and are re-hired at a future date into a full-time position:

- Upon being re-hired into a full-time position, the employee's start date in it will be considered their "date of hire" for the purpose of calculating their first year of service under Article 21.
- The employee will receive credit for the vacation years of service that they had previously attained while in a full-time position with the City.

**22. SICK LEAVE**

**22.01 Entitlement**

A regular full-time employee shall be entitled to sick leave with pay at the employee's regular rate of pay.

Sick leave will be accumulated at the rate of 1 & ½ days per month of service to a maximum of 175 days. (In the case of Group III employees, sick leave shall accumulate at 16½ hours per month to a maximum of 1166 hours).

#### **22.02 Granting of Sick Leave**

Sick leave with pay will be granted because of sickness or accident. An employee may be required to provide a medical certificate or proof of other appointment necessitating sick leave. The Employer shall be responsible to pay for all requested medical notes.

#### **22.03 Amount of Sick Leave**

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

#### **22.04 Illness in the Family**

Where no one at home other than the employee can provide for the needs during illness of such employee's children, spouse, parent, or in-laws, the employee shall be entitled, after notifying the employee's supervisor, to use an annual total of six (6) accumulated sick leave days per year to care for the employee's children, spouse, parent, or in-laws. Employees will also be allowed to use an additional six (6) days of their banked sick time provided the sick leave program continues to provide in excess of the EI Rebate Program's minimum requirement of 75 days and at least one (1) sick day per month (12 days per year) is maintained to be used in cases of an employee's personal illness or injury. The parties agree that should this clause affect EI rebates they will meet to discuss how to correct this.

### **23. LEAVE OF ABSENCE**

#### **23.01 Negotiations or Grievances**

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

#### **23.02 Union Conventions and Provincial/National Meetings**

- (a) Leave of absence without loss of seniority shall be granted upon request by the Employer to employees elected or appointed to represent the Union at Union Conventions or to attend Union Schools, Provincial and/or National Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. Such request to be in writing and presented two (2) weeks prior to such leave.
- (b) Employees on leave of absence for Union functions as outlined above shall have their regular wages, benefits and other expenses related to this employment paid.

(c) The Employer shall then bill the Union for the actual direct expenses incurred and the Union shall promptly remit payment to the Employer.

(d) Union Business

Requests from official Union representatives for time off in order to conduct Union business must be made to the employee's manager with a minimum of three (3) working days' notice. Such requests will be granted provided they do not impact the operational needs of the department.

**23.03 Leave of Absence for Full-Time Union Duties**

(a) An employee who is elected or selected for a position with the Union or any bodies with which the Union is affiliated, shall be granted leave of absence with seniority continuing to accrue during such leave. Such leave shall be renewed each year, on request, during their term of office.

(b) Such leave shall be without pay or benefits unless the Union advises the Employer in writing that Article 23.02(b) applies, in which case both Articles 23.02(b) and 23.02(c) apply to such leave.

**23.04 Leave of Absence for Public Duties**

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

(b) Such leave shall be without pay, and shall also be without benefits unless the employee, prior to commencement of the leave, pays to the Employer the full sum of the employee and the Employer contributions for such benefits during the period of the leave. Seniority shall be retained but not accumulated during such leave.

(c) An employee who is elected to such public office shall be allowed leave of absence during their terms of office. Seniority shall be retained but not accumulated during such leave.

**23.05 General Leave**

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

**23.06 Jury or Court Witness Leave**

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

**23.07 Bereavement Leave**

Employees shall be granted leave as follows:

- (a) Five (5) days in the case of the death of a spouse, child, step-child, parent, step-parent, or sibling of the employee. Where normal work days are involved, the employee shall be paid their regular wages for such a day or days.
- (b) Three (3) days in the case of the death of a brother-in-law, sister-in-law, parent-in-law, grand-parent, or grandchild of the employee. Where normal work days are involved, the employee shall be paid their regular wages for such a day or days.
- (c) The term "spouse" shall include common-law spouse. Therefore, any family relationship referred to in (a) or (b) above shall include the common-law relation.
- (d) Additional leave of absence without pay where necessary for the purpose of attending the funeral.
- (e) Half (½) day leave of absence without loss of wages or salary to attend a funeral as a pallbearer.

**23.08 Maternity Leave**

- (a) Upon request, a pregnant employee will be granted unpaid maternity leave for a period of not more than 17 consecutive weeks or such longer period as mutually agreed between the employee and the Employer. Such employee shall also be entitled to parental leave pursuant to Article 23.09.

The period of maternity leave shall commence on a date determined by the employee, but no sooner than 13 weeks prior to the estimated birth date and ending no earlier than 6 weeks after the actual birth date.

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

An employee, on commencement of maternity leave, shall provide the Employer with their anticipated return to work date.

The period of maternity leave shall abut any period of parental leave taken under the provisions of Article 23.09.

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

(b) **Early Return and Emergency Situations**

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

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

**23.09 (a) Parental and Adoption Leave**

An employee who requests such leave shall be entitled to up to 62 consecutive weeks of unpaid leave:

- (1) For a birth parent, immediately after the end of the maternity leave unless the employee and the Employer agree otherwise,
- (2) For the other birth parent, after the child's birth and within 78 weeks after that event,
- (3) For an adopting parent within 78 weeks after the child is placed with the parent.
- (4) The request to take such leave must be made, in writing, at least 4 weeks prior to the proposed commencement of the leave and be accompanied by:
  - (i) A certificate of a medical practitioner or other evidence stating the date of birth of the child(children) or the expected date of birth of the child(children); or
  - (ii) A letter from the agency placing the child(children) providing evidence of adoption of the child(children).

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

(b) **Extended Parental Leave**

Upon written request at least 30 days prior to the expiration of maternity leave and/or parental leave, an additional leave of absence without pay and without loss of seniority, shall be granted to a maximum of 22 weeks.

The employee returning to work after extended maternity/parental leave shall provide the Employer with at least ten 10 working days' notice.

- (c) The services of an employee who is absent from work in accordance with Articles 23.08 or 23.09 shall be considered continuous for the purposes of Articles 14 and 21 and any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:
  - (1) The Employer pays the total cost of the plan, or
  - (2) The employee elects to continue to pay their share of the cost of a plan that is paid for jointly by the Employer and the employee.
- (d) An employee who resumes employment on the expiration of the leave of absence granted in accordance with Articles 23.08 and 23.09 shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

#### **23.10 Education Leave**

- (a) An employee may be entitled to leave of absence with or without pay and without loss of benefits or seniority to upgrade their employment qualifications and to write examinations.
- (b) Where an employee is required to hold and maintain any qualification tickets to comply with the standards required, they shall be paid for lost time at their regular rate of pay while attending such examination.
- (c) The Employer shall compensate employees for the fees expended in maintaining their certificates and licences where such certificates/licences are required by the Employer. For the above purposes, a driver's licence is not a certificate/licence. A fee for a medical certificate for a required driver's licence is a certificate/licence for the above purpose.
- (d) The Employer will grant a leave of absence with pay to employees required to hold Level I, II or III Occupational First Aid Certificates in order for the employees to obtain or maintain this qualification. It is agreed that an employee's schedule may be modified to accommodate such exams or tests at straight time, or an employee may be entitled to lieu time.
- (e) The Employer agrees to pay at straight time rates, for time spent by an employee in a training course on their day off. For such time to be paid, the training must be required for the position the employee currently holds and be approved in advance by the Employer. This does not include travel time.
- (f) Employees who are required to attend training on their flex day will be permitted to re-schedule the day (or portion thereof) to another day that is agreeable to both parties and within the same pay period.

- (g) The Employer will pay the cost for travel to attend approved training courses as per the City's current Travel Policy.
- (h) The Employer will pay, at straight time rates, for time spent travelling on a scheduled day off for RCMP employees who are required to attend training at the RCMP Regional Training Centre.

#### **23.11 Other Union Business**

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

### **24. PAYMENT OF WAGES AND ALLOWANCES**

#### **24.01 Payment of Wages**

Employees shall be paid on a biweekly basis.

#### **24.02 Wage Schedule**

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

#### **24.03 Substitution Pay**

- (a) An employee assigned by a supervisor to a higher rated position shall receive the rate of pay for that position for all time worked. Employees substituting per Article 24.03(a) at the loader rate will be reported in 15-minute increments.
- (b) Where an employee is being trained for a higher rated position (i.e., to be able to substitute for another employee who will be away on vacation, etc.), such employee shall be paid for such time at the greater of the employee's regular rate, or 90% of the rate of the position for which the employee is being trained.

#### **24.04 Work in a Lower Paid Classification**

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

**24.05 Standby Pay**

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

**24.06 Maintenance Assistant**

Maintenance Assistants who work the Saturday and Sunday 10:00pm to 6:00am shifts, and who hold a Pool Operator – Level I certificate, shall receive the Maintenance Worker (Aquatic Centre) rate.

**25. LONG SERVICE PAY**

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

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

Shall receive pay for one (1) day at their regular rate at the time of termination for each full year of service determined in accordance with Article 21.01 and calculated from the date of their employment. The years of service following an employee's anniversary of employment in 2001 and following will attract two (2) days of long service pay rather than one (1) day.

**26. JOB CLASSIFICATION AND RECLASSIFICATION****26.01 New or Changed Jobs**

- (a) When the duties of any job are significantly changed or increased, or when a new job is created or established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and Union. If the parties are unable to agree on the reclassification and/or the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration.

The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

- (b) The Joint Job Evaluation Maintenance Plan shall operate in conjunction with this Article.
- (c) All new "Student Worker" and "Program Instructor" positions shall be excluded from the Job Evaluation Plan. "Student Worker" positions shall not replace positions that are included in the Job Evaluation Plan.

#### **26.02 Upgrading of Required Qualifications**

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

#### **27. OVER-RATES OF PAY**

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

#### **28. MEAL ALLOWANCES**

Employees required to work:

- (a) As a continuation of their normal or special work day for two (2) hours or more, or
- (b) For two (2) hours or more prior to their normal or special work day (unless at least one (1) hour notice has been given), shall be entitled to a meal allowance of twenty-three dollars (\$23). An employee entitled to a meal allowance shall be allowed half (½) hour with pay at the applicable rate in order to eat the meal. Should the employee choose not to eat the meal, or should they choose to complete the work before eating the meal, he shall be paid half (½) hour at the applicable rate in addition to the time actually worked.

In the case of (a) above, after each further four (4) hour interval of continuous overtime work, employees will be entitled to another meal allowance; however, they may defer only one (1) half (½) hour meal break per overtime occurrence as a continuation of their normal or special work day. In the exceptional circumstance that an employee is required to work six (6) hours or more as a continuation of their normal or special work day and is unable to take a break due to the nature of the work, subject to approval from their manager at that time, they will be permitted to defer one (1) additional meal break.

- (c) Employees called out for overtime and required to work four (4) hours or more shall receive the meal allowance. After each further four (4) hour interval of continuous overtime work, employees will be entitled to another meal allowance; however, they may defer only one (1) half (½) hour meal break per overtime occurrence. In the exceptional circumstance that an employee is required to work eight (8) hours or more and is unable to take a break due to the nature of the work, subject to approval from their manager at that time, they will be permitted to defer one (1) additional meal break.
- (d) The meal allowance will be incorporated into the payroll process.

#### **28.01 Pre-Scheduled Overtime**

Employees who perform overtime work that has been scheduled in advance (at least eight (8) hours' notice has been given) and who work four (4) hours or more shall be entitled to a half (½) hour meal break with pay at the applicable rate. Should the employee choose to complete the work before taking the meal break, they shall be paid a half (½) hour at the applicable rate in addition to the time actually worked. After each further four (4) hour interval of continuous overtime work, employees will be entitled to another paid half (½) hour meal break, however they may defer only one (1) half (½) hour meal break per overtime occurrence. In the exceptional circumstances that an employee is required to work eight (8) hours or more and is unable to take a break due to the nature of the work, subject to approval from their manager at that time, they will be permitted to defer one (1) additional meal break.

Employees working pre-scheduled overtime shall be entitled to a meal allowance of twenty-three dollars (\$23) after working ten (10) hours or more. After each further four (4) hour interval of continuous overtime work, employees will be entitled to another meal allowance of twenty-three dollars (\$23). No further meal breaks beyond those outlined above will be provided.

An employee who normally receives paid time in addition to their worked hours in lieu of rest periods will not receive additional paid meal breaks when working overtime that has been scheduled in advance.

The meal allowance will be incorporated into the payroll process.

## **29. EMPLOYEE BENEFITS**

### **29.01 Medical and Dental Plans**

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

Commencing on the first day of the month, following completion of service under probation Article 14.03(a), the Employer agrees to pay one hundred percent (100%) of the premiums of the following programs on behalf of the employee:

- (a) Medical Services Plan of B.C.

(b) Major Medical Insurance Plan

Including an optical plan providing payment to a maximum of two hundred dollars (\$200) per person for an eye examination and seven hundred dollars (\$700) for purchase of lenses and frames, contact lenses, or laser eye surgery in any twenty-four (24) consecutive month period, when prescribed by a person legally qualified to make such prescription. Adult hearing aids will also be included to a maximum of three thousand dollars (\$3000) every 5 years.

(c) Dental Plan providing the following coverage:

- (1) Basic Dental Services (Plan A) - Plan pays 90% of approved schedule of fees.
- (2) Prosthetics, Crowns and Bridges (Plan B) - Plan pays 60% of approved schedule of fees.
- (3) Orthodontic (Plan C) - Plan pays 60% of approved Schedule of Fees (lifetime maximum of \$6,000). Coverage to include the employee and dependants.

(d) Removal of Pharmacare tie-in formulary

(e) BlueNet

**Regular Part-Time Employees**

All employees who are deemed Regular Part-Time and have held that status for two (2) consecutive years or more, will receive Employer-paid MSP. It is understood that these employees will continue to receive 15% in lieu of all other benefits.

**29.02 Life Insurance**

Commencing on the first of the month following completion of probation under Article 14.03(a), the Employer agrees to pay one hundred percent (100%) of the premiums for Group Life Insurance in the principal sum equal to two times (2x) the employee's annual salary (the employee's regular hourly rate multiplied by the number of hours normally worked in a year under Article 17) to a maximum coverage of one hundred and fifty thousand dollars (\$150,000) with accidental death and dismemberment in a like amount.

**29.03 Long Term Disability**

- (a) Commencing on the first of the month following completion of service under Article 14.03(a), all regular full-time employees shall enrol in the Long Term Disability Plan provided. The employee shall pay one hundred percent (100%) of the premiums of the Long Term Disability Insurance.

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

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

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

Within three (3) months of ratification, the parties will meet to discuss Long Term Disability. This meeting will consist of two (2) representatives for the Employer and two (2) appointed by the Union. The Employer will provide a copy of the Plan to the Union thirty (30) days prior to the meeting. The purpose of the meeting will be to discuss options to the Plan in an attempt to reduce the monthly cost to members.

The Union will be notified and invited to attend meetings between the Employer and LTD Broker.

#### **29.04 Pension Plan**

- (a) The Employer and all employees shall be covered by the terms of the Municipal Pension Plan rules made under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the Public Sector Pension Plans Act.
- (b) The Employer agrees that any savings that may result from involvement in the Municipal Pension Plan Trusteeship in the form of a reduction in the Employer's contribution rate as at December 31<sup>st</sup>, 2000 (is at 8.12%) based on pensionable earnings annually, shall be paid yearly to the Union. The Union will decide, after consultation with the membership, how the funds are to be utilized.

#### **29.05 Disputed Claims**

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

**29.06 No Changes to Benefits**

There shall be no Employer initiated reductions in benefit levels respecting dental, life insurance, and non-MSP medical plans.

**30. HEALTH AND SAFETY****30.01 Safety Committee**

The Union shall appoint its members to the Safety Committee to be established under the WorkSafeBC's Workers Compensation Act and Occupational Health and Safety Regulation. Members of the Joint Occupational Health and Safety Committee who attend the monthly Joint Occupational Health and Safety meetings, workplace inspections, or investigations shall be paid for all time spent conducting such activities. Up to two of the Committee members may be part-time employees for purposes of this paid time.

**30.02 Investigation**

The Committee shall investigate and report as soon as possible on the nature and causes of work accidents or injuries, in compliance with the Workers Compensation Act and Occupational Health and Safety Regulation.

**30.03 No Discipline for Refusal**

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

**30.04 Workers' Compensation Benefits**

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

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

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

**30.05 Safety Equipment**

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

**30.06 Work Wear Allowance**

All Regular Employees shall receive a two hundred dollar (\$200.00) annual work wear allowance.

Part-Time Instructor/Guards who are not Regular Employees but who are package holders will continue to receive a one hundred and fifty dollar (\$150.00) annual swimsuit allowance.

These work wear and swimsuit allowances shall be paid by December 15<sup>th</sup> each year.

All other employees will receive an annual work wear allowance of ten cents per hour worked. This allowance will be paid out by January 30<sup>th</sup> of each year, and will be paid based on hours worked in the previous calendar year, excluding probationary hours.

**31. JOB SECURITY****31.01 Contracting Out**

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

**31.02 Wages and Benefits of Contractors' Employees**

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

**31.03 Staffing of Power Equipment**

- (a) All trucks, crummies, and power machines, other than power saws, and sump pumps, shall be operated by bargaining unit employees, unless otherwise mutually agreed between the Employer and the Union, and as specified below.
- (b) Where the Employer proposes to commit items falling within the restriction of Article 31.03 for community volunteer endeavours which are not part of the usual work of the bargaining unit (i.e., hospital heli-pad, fairgrounds, school playgrounds, etc.), such items shall be operated by volunteers from outside the bargaining unit only in accordance with the following:
  - (1) Where practicable, the Employer shall canvass qualified bargaining unit operators to volunteer; and

- (2) If no such qualified volunteers from within the bargaining unit are available, the Employer shall where practicable then inform the Union Executive of the situation so that the Union may attempt to procure such qualified bargaining unit operators from within the bargaining unit.

#### **31.04 Rental of Employer's Equipment**

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

### **32. TECHNOLOGICAL CHANGE**

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

#### **32.01 Notice**

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

#### **32.02 Opportunity to Acquire Skills**

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

#### **32.03 Alternative to Retraining**

An employee who cannot be successfully retrained under Article 32.02 shall be entitled to notice of lay-off and the right to bump in accordance with the other provisions of this Agreement.

#### **32.04 Adjustment Plan**

Section 54 of the Labour Relations Code shall apply.

### **33. GENERAL CONDITIONS**

#### **33.01 Plural Terms May Apply**

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

**33.02 Bulletin Boards**

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them, and upon which the Union shall have the right to post notices of meetings, and such other notices as may be of interest to the employees.

**33.03 Injured Employees**

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

**33.04 Time Limits**

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

**33.05 Legislation Clause**

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

**33.06 Tool Allowance**

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

**33.07 Damage to Tools**

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

**33.08 Stolen or Destroyed Tools**

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

**33.09 Damaged Eyeglasses**

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

**33.10 Coveralls**

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

**33.11 Copies of Agreement**

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

**33.12 Freedom of Information**

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

**33.13 Video Surveillance**

Employees will be made aware of all surveillance. Employees will be made aware of all Employer vehicles with GPS. The primary purpose of video surveillance monitoring is for the protection of persons and property.

**34. PERSONNEL FILES****34.01 Location**

Personnel file(s) for each employee shall be kept at City Hall (or an alternate designated location).

**34.02 Access**

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

**34.03 Employee Response**

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

**34.04 Discipline Letters**

Upon request, disciplinary letters shall be removed from an employee's file after a 36 month period, provided there has not been any further infractions during that period.

**35. TERM OF AGREEMENT****35.01 Duration**

This Agreement shall be binding and remain in full force and effect from January 1, 2024 until December 31, 2026 and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

**35.02 Changes in Agreement**

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

**35.03 Notice of Changes**

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

IN WITNESS WHEREOF the Seal of the Employer has been hereunto affixed, attested by the hands of its proper officers in that behalf and has been executed by the duly authorized Officers of the Union, this 26<sup>th</sup> day of November, 2025.

SIGNED ON BEHALF of the  
City of Port Alberni, this 1 day of  
December, 2025.

  
\_\_\_\_\_  
Sharie Minions, Mayor

  
\_\_\_\_\_  
Sara Darling, Director of Corporate Services

SIGNED ON BEHALF of the  
Canadian Union of Public Employees,  
Local No. 118 this 26<sup>th</sup> day of  
November, 2025.

  
\_\_\_\_\_  
Stacy Watton, President

  
\_\_\_\_\_  
Kerri Greighton, Recording Secretary

RO/cfl-

## **LETTERS OF UNDERSTANDING**

### **SECTION “A”**

**Covering Issues of General Application to be filed with the Collective Bargaining Agreement between the City of Port Alberni and CUPE Local 118 for the period January 1, 2024 to December 31, 2026.**

**1. Part-Time Employees**

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

**2. Compressed Work Week (1)**

The compressed work week system currently in effect and encompassing the following basic principles is hereby continued for the duration of the January 1, 2024 to December 31, 2026 contract

- i) The compressed work week system shall result in no additional cost to the City;
- ii) The compressed work week shall result in no reduction in service to the public;
- iii) Employees shall cooperate in effecting operational efficiencies;
- iv) Notwithstanding anything referenced herein, it is understood that a supervisor may, on no more than 3 occasions per calendar year per employee, reschedule that employee’s “flex day” off for compelling reasons, subject to the employee’s right to appeal the rescheduling to Human Resources or the Chief Administrative Officer;
- v) Notwithstanding anything referenced herein, effective the date of signing, statutory holidays shall be paid at the rate of 8.89 hours for full-time outside staff and 8.34 hours for full-time inside staff.

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

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

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

October 1, 1992	Public Works Department and Parks Department (as modified as per the attached).
October 7, 1992	Purchasing Clerk
November 19, 1992	City Hall Staff
February 25, 1993	Parks and Recreation – Program Secretary

August 3, 1993	Programmer (Seniors) – Amended to include all Recreation Programmers (November, 2006)
December 28, 1993	Parks and Recreation – Recreation Receptionists
October, 2001	Parks and Recreation – Maintenance Coordinator Aquatics
July 18, 2002	RCMP – Records Management Coordinator, Disclosure & Records Clerk, Administration Support Clerk, Exhibits Custodian
September 29, 2003	RCMP – Court Liaison, CPIC Operator
September 29, 2003	Museum – Education Curator, Collections Curator
November, 2006	RCMP – PC Support/LAN Technician
July 11, 2012	Data Processing Operator/Receptionist (RCMP)
April 12, 2013	Receptionist (RCMP)
January 3, 2019	Economic Development Assistant

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

### 3. Compressed Work Week (2)

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

- i) The experiment will involve the City Public Works Department and the classifications of Engineering Technicians 1 and 2 as well as Parks Yard employees.
- ii) The compressed work week is implemented conditional upon affected employees co-operating with management in effecting operational efficiencies.
- iii) Hours of work shall be 7:00 a.m. to 4:30 p.m. with a 15-minute break in the morning and afternoon and a 37 minute lunch break. Breaks to be at a time designated by the Employer.
- iv) For purposes of overtime, Fridays that would normally be the employee's day off and Saturdays shall both be deemed the first day of rest; i.e., Double time shall apply after 11.89 hours on a regular work day and after 4 hours on the first day of rest.
- v) Time for sick leave and vacations shall be earned or taken based on the hours of the compressed work week.

- vi) Time off for statutory holidays and compassionate leave shall be taken based on the hours worked under the compressed work week (i.e., 8.89 hours and paid for on the basis of regular daily pay i.e., 8.89 hours). Where statutory holidays or days off in lieu of statutory holidays fall on an employee's regularly scheduled day off, such days may be accumulated and taken at a time mutually agreed between the Employer and the employee. Any time so accumulated and not used prior to June 30<sup>th</sup> in the ensuing year shall be forfeited by the employee.
- vii) Except for emergencies, employees shall endeavour to arrange doctor's appointments, etc. to be taken on the employee's day off.
- viii) Employees leaving the job site for lunch will travel to the dining area on their own time and return on City time; i.e., will not leave the job site until 12:00 noon and will leave the dining area by 12:37 pm and, except for job related activities, will travel direct to the job site.
- ix) It is understood that the compressed work week is implemented on an experimental basis. It shall be reviewed after six months' time and a decision taken as to whether or not it shall continue, and if it does continue on what basis. The experiment shall not be terminated without reason.
- x) Modifications may be made at any time to the principles outlined herein by mutual consent of the parties.

#### 4. Alternate Work Week

In order to provide employees with flexibility and alternatives to work schedules as set out in Article 17, the Employer and the Union may, by mutual agreement, agree to an alternate regular work week schedule. Operational considerations and service levels will remain of paramount importance and such alternate work schedules will not result in additional cost to the City.

#### 5. Probation and the Compressed Work Week

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

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

#### 6. Employment

- (a) In the hiring and employment of labour engaged on the project, no person shall be refused employment or otherwise discriminated against in regard to employment because of that person's race, colour, religion, political affiliation, or national origin, nor because the person has made a complaint, or given information with respect to an alleged failure to comply with the provisions of this Article.
- (b) Under the provisions of the Collective Agreement Article 31.02 (b) (between the City and CUPE Local 118) contracted employees engaged by the City of Port Alberni are to "receive wages and conditions of employment at least equal to the terms" of the current CUPE Collective Agreement. Contractors shall list all current wage rates in the "Contractor's Questionnaire" included in the contractor coordination or tender package.

- i) The City may request a random check of wages paid to employees. Failure to adhere to the confirmed wage rates may be considered to be a breach of contract.
- ii) The City may withhold funds equal to the value of wages not paid and require confirmation that the situation has been rectified.

**7. Sale of Equipment**

The Employer agrees to give the Union six (6) months' notice of any intention to sell Employer owned construction equipment that is not being replaced.

**8. Appointment to an Exempt Position**

The City and the Union agree to the following with respect to CUPE Local 118 employees who are appointed to an exempt position with the City of Port Alberni:

- (a) The employee being appointed will cease to be a member of CUPE Local 118 effective the date of their appointment, and at that time will be subject to all policies related to being an exempt employee with the City of Port Alberni.
- (b) Within six (6) months of their appointment, the employee may choose to return to the position they held in the bargaining unit at the time of their appointment. In addition, in the event that the City determines that the employee's performance is unsatisfactory, they may return the employee to their previously held position. In such cases, the employee's seniority will be restored and will be deemed to have accrued during their appointment. All other employees who were promoted or transferred as a result of the appointment shall also be returned to their former position(s).
- (c) Any employee who is appointed to an exempt position under this LOU will be permitted to retain their banked OT and banked vacation hours from previous years (subject to Collective Agreement rules), to be available in the event that they return to their previous position. In the event that they remain in the exempt position following the six (6) month period they will be paid out for these hours. Their current and future year's (if applicable) vacation balance and pay will move with them to their exempt position at the time of their appointment.
- (d) This LOU and its application is a non-grievable agreement.

**9. Application of Article 21 – Vacation for Employees Previously in a Full-Time Position**


This Letter of Understanding is regarding the application of Article 21 - Vacation for employees who were previously in a full-time position and had qualified for vacation under this Article, who moved to a part-time or auxiliary position, and who return to a full-time position.

- Upon returning to a full-time position, the employee's start date in it will be considered their "date of hire" for the purpose of calculating their first year of service under Article 21.
- The employee will receive credit for the vacation years of service that they had previously attained while in a full-time position.

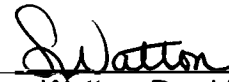
- This agreement will be applied as per the examples reviewed by the Employer and the Union on May 7, 2019.
- This agreement will apply only to employees who have had continuous service with the City of Port Alberni.
- This agreement will apply only to employees who return to a full-time position after June 1, 2017.

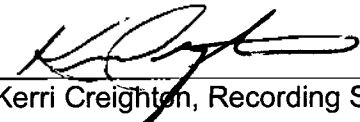
SIGNED ON BEHALF of the  
*City of Port Alberni*, this 1 day of  
December, 2025.

  
\_\_\_\_\_  
Sharie Minions, Mayor

  
\_\_\_\_\_  
Sara Darling, Director of Corporate Services

SIGNED ON BEHALF of the  
*Canadian Union of Public Employees,*  
*Local No. 118* this 26<sup>th</sup> day of  
November, 2025.

  
\_\_\_\_\_  
Stacy Watton, President

  
\_\_\_\_\_  
Kerri Creighton, Recording Secretary

**SECTION "B"**

**Covering Issues of Public Works and Office and Technical Departments to be filed with the Collective Bargaining Agreement between the City of Port Alberni and CUPE Local 118 for the period January 1, 2024 to December 31, 2026.**

**1. Public Works Department – Assignment of Employees due to Absences or Equipment Breakdowns; Job Equipment Training; Assignment of Overtime under Article 19.06**

The parties hereby agree as follows:

- i) **Assignment of Employees Due to Absences or Equipment Breakdowns**
- (a) Immediately preceding a work day or during a work day, the Employer may:
- (1) Assign any available employee competent to fill the vacancy to a classification which is vacant due to the absence of another employee who has not reported to work, or
- (2) Reassign employees due to equipment breakdown or project shutdown.
- (b) In accordance with Article 24.04 it is understood that where such assignment or reassignment occurs, assigned or reassigned employees shall receive their regular rate of pay or the rate for the classification to which they are assigned, whichever is greater.
- (c) The Employer reserves the right to determine whether an absent employee needs to be replaced temporarily. In filling an employee's absence exceeding one shift in length, the Employer may select any qualified employee. However, where another more senior qualified employee has requested to fill the absent employee's position and the request is denied, the employee's seniority shall be recognized through payment of the applicable rate for the position, if higher.
- (d) Upon equipment or project shutdown, the Employer may reassign affected employees to any position within their work crew, which does not involve displacement of another member of that crew, or to an alternate position with an equal or higher pay rate than the employee's regular rate.
- (e) Public Works work crews are defined as:
- |                 |                  |
|-----------------|------------------|
| (1) Solid Waste | (4) Streets      |
| (2) Sewer       | (5) Construction |
| (3) Water       | (6) Shops        |

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

**ii) Job Equipment Training**

- (a) The Employer shall inaugurate and maintain a system of “on the job” equipment training so that every Public Works Department outside employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Accordingly, employees shall be allowed to learn the work of higher or equal positions for temporary periods, without affecting the salary or pay of the employees concerned.**
- (b) Such arrangements shall be made with the approval of a supervisor and shall be conducted so as not to adversely affect the job function or general safety. Opportunities for training shall be allocated according to the seniority provisions of this Agreement.**

**iii) Assignment of Overtime Under Article 19.06**

- (a) Employees in the Public Works Department are assigned to one of the following crews:**
  - (1) Solid Waste**
  - (2) Sewer**
  - (3) Water**
  - (4) Streets**
  - (5) Construction**
  - (6) Shops**
- (b) When assigning overtime under Article 19.06 each crew shall be deemed to be a separate classification.**
- (c) For the purposes of sanding, snow and ice removal only, overtime will be offered firstly to the operator normally assigned to the responding piece of equipment and secondly to qualified employees of the construction crew in the order of seniority.**

**2. Custodial Guards – Hours of Work**

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

**3. Custodial Guard Call-Ins**

When filling a full-time Custodial Guard shift, provided it does not result in overtime, the full shift will be offered as follows:

- 1) First to Regular Part-Time Custodial Guards in order of seniority. If a Regular Part-Time Custodial Guard is scheduled to work a part-time shift on the day of the shift, they will be permitted to drop their part-time shift in order to work the full-time shift, provided the part-time shift has not started and subject to the ability to back-fill their part-time shift. This will be done on a shift-by-shift basis.**

- 2) Second, to other qualified employees where the available shift does not conflict with any previously scheduled shifts. Exceptions to this will be permitted only if all other options have been exhausted and with approval of the manager.

Where a part-time shift becomes available as a result of (1) above, that will be considered to be a new available shift.

Full-time shifts, or additional available hours, will not be split (unless all other straight time coverage options have been exhausted). Part-time shifts will ONLY be topped-up if the additional available hours do not put them into OT.

4. Storekeeper and Operations Clerk - Hours of Work

The hours of work for the Storekeeper position will start 30 minutes prior to the normal work day start time of the Public Works crews.

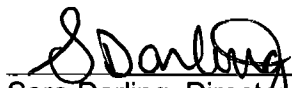
The hours of work for the Operations Clerk position will start 15 minutes later than the normal work day start time of the Public Works crews.

5. Shift Schedule – One Bylaw Enforcement Officer Position

- (a) The normal work week for this position will be Tuesday – Saturday. The normal work day will be 11:00am – 8:00pm.
- (b) This position will follow a compressed work week schedule.
- (c) This schedule may be subject to adjustment within the hours outlined above and a regular shift of 8:00am – 5:00pm, based on seasonal and operational requirements, and as agreed to by the Manager responsible for Bylaw Services and the Bylaw Enforcement Officer working this schedule.

SIGNED ON BEHALF of the  
City of Port Alberni, this 1 day of  
December, 2025.

  
Sharie Minions, Mayor

  
Sara Darling, Director of Corporate Services

SIGNED ON BEHALF of the  
Canadian Union of Public Employees,  
Local No. 118 this 26<sup>th</sup> day of  
November, 2025.

  
Stacy Watton, President

  
Kerri Greighton, Recording Secretary

## SECTION “C”

**Covering Issues of Parks and Building Maintenance and Office and Programs (Parks and Recreation) Departments to be filed with the Collective Bargaining Agreement between the City of Port Alberni and CUPE Local 118 for the period January 1, 2024 to December 31, 2026.**

**1. Term and Conditions Governing Employment Within the Parks, Recreation and Culture Departments**

**i) Schedules**

(a) Schedules for part-time and auxiliary staff shall be defined as the following:

- Instructor/Lifeguards
- Parks, Recreation and Culture Receptionist Assistants
- Program Assistants
- Maintenance Assistants
- Parks Labourers (Seasonal)
- Summer Leaders

(b) This concept of schedules shall not apply to Program Instructors.

(c) Nothing in this Agreement shall constitute a “guarantee” of hours of work per day or per week. The schedules may fluctuate with changes of season, programs, participation levels, maintenance shutdown, etc.

**ii) Bidding on Vacancies**

(a) Part-time and auxiliary staff (as defined in Articles 1.03 and 1.05), except for program instructors, shall be established into areas as defined in paragraph 1 (i) (a) above. These employees are given service credits based on their date of hire.

(b) Part-time postings covered by Section “C” will be awarded as follows (provided the employee has the required qualifications):

- i. The employee with the greatest seniority.
- ii. The employee who is currently part-time in the area of the postings (as defined in paragraph 1 (i) (a) above) with the longest service (based on date of hire).
- iii. The employee who is currently part-time within any other area or department of the City of Port Alberni with the longest service (based on date of hire).
- iv. The auxiliary employee from within the area of the posting with the longest service (based on date of hire).
- v. The auxiliary employee from within any other area or department of the City of Port Alberni with the longest service (based on date of hire).

(Probationary employees may be given consideration after all other applicants have been considered)

- (c) In cases where two or more part-time applicants have the same date of hire as well as the required qualifications, preference shall be given to the employee having the greatest number of hours worked at that point in time.
- (d) In cases where a Part-Time Employee “gives up” one posting by successfully applying on a seasonal or temporary job posting, they will automatically revert to their former posting.

iii) **Call-In or Sparing Hours**

- (a) For sparing hours in cases of expected absences or additional work, Regular Part-Time Employees and Part-Time Employees, then Auxiliary Employees will be called in, in order of length of service measured by the most recent date of hire.

This shall apply only within each set of schedules as defined in paragraph 1. (i) (a). If no one within that set of schedules is available to work, qualified employees from another set will be considered.

- (b) This call-in system shall not apply where short notice, (i.e., same day notice) is given of employee absences.

When filling a sparing request for a full-time shift for a block of time off, the whole block of hours must be filled by the same person. If the person with the most seniority cannot take the whole block of hours, it goes to the next person. (A part-timer can drop their package of hours to work for a full-timer). If the list is exhausted and no-one can do the whole block of hours, then the hours can be split in which case there is a return to the top of the seniority list to determine what days that person is available and then move down the list to the next person. (If an employee has already booked an important scheduled appointment, i.e., doctor/dentist, the employee could take the whole block and book appointment time off).

When filling a sparing request for a part-time shift for a block of time off, the Employer will start at the top of the seniority list and offer the person all or part of the shift. These hours may be added to part-time hours, but they may not give up any of the hours that they are already scheduled to work, unless operationally it is required. A part-time shift does not need to be kept whole the first time through the seniority list. (It is not acceptable to leave a shift of less than one hour unfilled).

iv) **Request for Time Off for Vacation**

- (a) Employees posted to schedules are required to submit to their direct supervisor any requests they have for significant time off vacation in the ensuing year by April 1<sup>st</sup> each year.
- (b) In the case of swim lesson instructors, if the requested vacation period falls during a lesson set, another employee may be assigned to cover that full lesson set, even though the vacationing employee may not be away for the full lesson set. (The purpose of this is to ensure as much stability in the lesson instruction as possible to satisfy student and parent needs).

However, on the vacationing employee's return, they will regain hours of work other than the lesson instruction hours.

- (c) Vacations shall be scheduled to mutual convenience of the Employer and employees, subject to the requirements of the operation.
- (d) Any conflicting requests from two or more employees shall be resolved on the basis of length of services.
- (e) Summer seasonal staff are not eligible to take vacation time off, since, by definition, the operations require them to be at work throughout the summer season.

v) **Loss of Seniority or Service Credits**

An Auxiliary Employee shall lose service credits if they do not work for the Employer for six (6) months.

vi) **Bumping**

Part-Time Employees may only look to bump if they have been bumped as a result of a Regular Full-Time or a Regular Part-Time Employee having been laid off and subsequently having bumped a Part-Time Employee. Bumping procedures will be as defined in Article 16 of the Collective Bargaining Agreement.

2. Parks and Building Maintenance Department – Labourer 2 (Parks) Payment of Certain Rates

The parties hereby agree as follows:

i) **Labourer 2 (Parks) Classification and the Payment of Certain Other Rates**

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

Specific tasks defining brick setting are as follows:

- (1) Installing interlocking brick pavers, including all layout and finish cutting, fitting, and trimming.
  - (2) Ensuring that the brick base is properly prepared, and the brick pattern layout is properly implemented.
  - (3) Directing other employees in the preparation of the base and other tasks related to the brick setting projects.
- (c) Where the supervising manager assigns an employee to lay concrete blocks for the construction of buildings, the employee will be paid the trades rate for the time so worked.

- (d) Where the supervising manager assigns an employee to do a formsetting/concrete finishing project, the employee will be paid the Formsetter/Finisher rate for the time so worked.
- (e) The Employer undertakes to inform employees of any anticipated rate changes at the start of the work day so that each employee understands at that point in time whether or not their work assignment for the day will involve a different rate from their regular rates.

3. Union Business – Payment of Wages, Benefits, and Other Employment Expenses (Articles 23.02 and 23.11)

Whereas CUPE members are granted leave for Union business from time to time under Articles 23.02 and 23.11 of the Collective Bargaining Agreement;

Whereas Articles 23.02 and 23.11 state that such leave shall be paid at the employee's regular (posted) wage rate;

Whereas the Union has asked that where employees on leave in accordance with Articles 23.02 and 23.11 be paid at a higher rate than their regular (posted) wage rate if, at the time of the leave, they are scheduled to work or to have the opportunity to work in a higher rated position, they be paid at that higher rate;

And Whereas the Union, under the terms of Articles 23.02 and 23.11 reimburses the City for all wages, benefits and other expenses related to the leaves granted,

The parties hereto agree as follows:

That, notwithstanding the reference to "regular wages" in Articles 23.02 and 23.11, the City shall pay, and the Union shall reimburse the City for, employees on Union business leave at a higher rate of pay than their regular (posted) wage rates, provided that such employees were scheduled to work or scheduled to have the opportunity to work in a higher rated position during all or a portion of the leave period, whichever is applicable.

This provision shall not affect other leaves where the City pays the wages of employees on leave. In such cases, those employees shall continue to receive their regular (posted) wages.

4. Alberni Valley Multiplex Upper Lounge Concession Operation

The parties hereto agree as follows:

- 1. Some or all of the satellite concession services may be contracted to the private sector under the direction of the Concession Coordinator.

5. Seasonal Position – Weekend Work

Notwithstanding Article 17.01 of the Collective Agreement, the City may post up to two of its Parks seasonal positions on the basis that weekly days off will be other than Saturday and Sunday. Weekly days off shall be adjacent.

**6. Job Training and Overtime in Parks Operations**

**Job Training**

- a) The Employer shall inaugurate and maintain a system of “on the job” equipment training so that every Parks Operations employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Accordingly, employees shall be allowed to learn the work of higher or equal positions for temporary periods without affecting the salary or pay of the employee concerned.
  
- b) Such arrangements shall be made with the approval of the supervisor and shall be conducted so as not to adversely affect the job function or general safety. Opportunities for training shall be allocated according to the seniority provisions of this Agreement.

**Overtime**

Overtime opportunities will be offered to qualified Parks Operations employees in order of seniority, with the exception of overtime operating the following equipment:

- Tractor – Overtime will be offered first to the posted Equipment Operator 2, then to the posted Equipment Operator 1, then by seniority to the rest of the qualified Parks Operations employees.
  
- Gang Mower - Overtime will be offered first to the posted Equipment Operator 1, then to the posted Equipment Operator 2, then by seniority to the rest of the qualified Parks Operations employees.

**7. Hours of Work - Recreation Programmers**

Recreation Programmers will be moved to Group IV (as per Article 17.05).

The current LOU regarding the work schedule of the Recreation Programmer position (shown below) will remain in effect for as long as the incumbent (Colton Buffie) is in that position.

- Tuesday: 8:00am – 5:00pm
- Wednesday: 11:00am – 8:00pm
- Thursday: 8:00am – 5:00pm
- Friday: 11:00am – 8:00pm
- Saturday: 8:00am – 5:00pm

This position will follow a compressed work week schedule, and observe a Tuesday flex day.

**8. Sessional Instructors – with respect to the hiring of employees to instruct specific Parks, Recreation and Culture program offerings.**

- 1. These employees will be hired as “Sessional Instructors.” A Sessional Instructor is an employee that is hired for a defined duration or time to instruct specific programs within Parks, Recreation and Culture.

2. At the end of the defined duration or time, the employment of the Sessional Instructor will be terminated.
3. The hourly rate of pay for Sessional Instructors will not be subject to the Job Evaluation Plan and will be determined on a case-by-case basis by the Recreation Programmers and with approval of the Manager of Recreation Services.
4. The following provisions of the Collective Agreement between the City of Port Alberni and CUPE Local 118 will not apply to Sessional Instructors: Articles 1.01 (b), 1.05 (b), 1.06, 14.01, 14.03 (c), 15, 16, 17.09, 17.10 (b), 17.11, 18, 19, 20, 25, 26, 28, 29, 30.06, Section "C".
5. In the event that a scheduled program does not run for any reason, the Sessional Instructor will not be eligible for any compensation.
6. Sessional Instructors will not be eligible to apply for internal postings.
7. In the event that an employee is hired to work as a Sessional Instructor and in another position with the City concurrently, these employment relationships will be mutually exclusive of each other. Work performed in one role will not result in any additional rights or benefits for work performed in the other.
8. An employee will not be permitted to give up their scheduled hours in another position to work as a Sessional Instructor, or to give up their scheduled hours as a Sessional Instructor to work in another position, unless approved by Human Resources.
9. This Letter of Understanding does not prevent the City from engaging contractors to run Parks, Recreation, and Culture programs as it currently does.
10. This Letter of Understanding is subject to cancellation by either party with 30 days' notice. Any Sessional Instructors working under it at the time of cancellation will continue to work under its terms for the duration of the program or time period they were hired for.

SIGNED ON BEHALF of the  
 City of Port Alberni, this 1 day of  
December, 2025.

  
 \_\_\_\_\_  
 Sharie Minions, Mayor

  
 \_\_\_\_\_  
 Sara Darling, Director of Corporate Services

SIGNED ON BEHALF of the  
 Canadian Union of Public Employees,  
 Local No. 118 this 26<sup>th</sup> day of  
November, 2025.

  
 \_\_\_\_\_  
 Stacy Watton, President

  
 \_\_\_\_\_  
 Kerri Creighton, Recording Secretary

**SECTION "D"**

**Covering Issues of the British Columbia Labour Relations Board's recommendations by Mediator, Dave Schaub, in response to Section 74 – Case No. 2024-001537 submitted to the parties on March 21, 2025, to be filed with the Collective Agreement between the City of Port Alberni and CUPE Local 118 for the period January 1, 2024 to December 31, 2026.**

**1. Market Adjustments to Other Classifications – Effective January 1, 2026**

One half percent (.5%) of the 2024 CUPE Payroll shall be allocated to addressing anomalies that arise as a result of the Joint Committee, comprised of two (2) representatives from each party, determining classifications that require Market Adjustments. All Market Adjustments shall be mutually agreed to and effective the date of the agreement or another date mutually agreed to.

If the parties are unable to agree on a Market Adjustment to a classification, they shall meet with the Mediator to resolve the issue.

If there are monies remaining from this allocation on December 31, 2026, those monies shall be retained by the Employer.

**2. Job Evaluation Plan**

The parties agree that the current Job Evaluation Plan requires amendments as it has not been reviewed since the 1990s. To address this, a Joint Committee, comprised of two (2) representatives from each party, shall meet at a mutually agreed upon date, but no later than one hundred and twenty (120) days following the ratification of these recommendations. The Joint Committee will complete the review and revisions to the current Job Evaluation with the assistance of the CUPE Job Evaluation Staff.

This process shall be completed by December 31, 2026, with the jointly agreed to revised Job Evaluation Plan being implemented through collective bargaining for the renewal of the 2024-2026 Collective Agreement.

These Letters of Understanding will be removed at the expiry of this Collective Agreement.

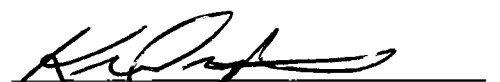
SIGNED ON BEHALF of the  
*City of Port Alberni*, this 1 day of  
December, 2025.

  
Sharie Minions, Mayor

SIGNED ON BEHALF of the  
*Canadian Union of Public Employees,*  
*Local No. 118* this 26<sup>th</sup> day of  
November, 2025.

  
Stacy Watton, President

  
Sara Darling, Director of Corporate Services

  
Kerri Greighton, Recording Secretary

## WAGE SCHEDULES

<b>SCHEDULE "A" - REGULAR FULL TIME POSITION RATES</b>						
BAND	JOB TITLE	Job Code	Group	2024	2025	2026
				5.00%	4.00%	3.75%
11	Maintenance Worker (Echo)	MTCE	VII	30.04	31.24	32.41
	Maintenance Worker (City Hall, Works Yard, Parks)	MTCC	VII	30.04	31.24	32.41
12	N/A	N/A		30.66	31.89	33.09
13	General Labourer	GENLAB	II	31.28	32.53	33.75
	Labourer 1	LAB1	II	31.28	32.53	33.75
	Water Meter Reader	WMREAD	II	31.28	32.53	33.75
14	Clerical Worker (General)	CLGEN	VII	31.90	33.18	34.42
	Solid Waste Collector 1 (Commercial)	SWC1C	II	31.90	33.18	34.42
15	Maintenance Worker (Pool)	MTCP	V	32.53	33.83	35.10
16	Cashier	CASH	I	33.19	34.52	35.81
	Labourer 2 (Works Yard)	LAB2W	II	33.19	34.52	35.81
	Truck Driver 1	TD1	II	33.19	34.52	35.81
17	Custodial Guard (RCMP)	GRD	III	33.80	35.15	36.47
	Labourer 2 (Parks Yard)	LAB2P	II	33.80	35.15	36.47
18	Administration Support Clerk (RCMP)	CLCOP	I	34.43	35.81	37.15
	Aquatic Team Leader	NSGD	IV	34.43	35.81	37.15
	Community Safety Clerk	CLSAF	IV	34.43	35.81	37.15
	Corporate Services Clerk	RECC	I	34.43	35.81	37.15
	Development Services Clerk	CLDSC	I	34.43	35.81	37.15
	Economic Development Assistant	EDA	I	34.43	35.81	37.15
	Equipment Operator 1 (Parks Yard)	EO1	II	34.43	35.81	37.15
	Infrastructure Services Clerk	CLENG	I	34.43	35.81	37.15
	Receptionist (Parks, Recreation & Culture)	RECE / RECF	IV	34.43	35.81	37.15
	Solid Waste Collector 1 (Residential)	SWC1R	II	34.43	35.81	37.15
	Streets Service 1	STS1	II	34.43	35.81	37.15
	Truck Driver 2	TD2	II	34.43	35.81	37.15
	19	C.P.I.C. Operator (RCMP)	CPIC	IV	35.08	36.48
Maintenance Worker (Arena)		MTCA	V	35.08	36.48	37.85
Program Secretary		SECP	I	35.08	36.48	37.85
Receptionist / Front Counter (RCMP)		RECR	IV	35.08	36.48	37.85
Solid Waste Collector 2 (Residential)		SWC2R	II	35.08	36.48	37.85
Sweeper Operator		OPSWP	II	35.08	36.48	37.85
20		Accounting Clerk	CLACT	I	35.69	37.12
	Accounting Clerk (Accounts Receivable & Payroll Admin)	ARPAYS	I	35.69	37.12	38.51
	Accounting Clerk (Payables)	CLAPC	I	35.69	37.12	38.51
	Accounting Clerk (Utilities)	CLUT	I	35.69	37.12	38.51
	Curator Assistant (Museum)	CURAS	IV	35.69	37.12	38.51
	Exhibits Custodian (RCMP)	CLGUN	I	35.69	37.12	38.51
	Loader Operator	OPLDR	II	35.69	37.12	38.51
	Solid Waste Collector 2 (Commercial)	SWC2C	II	35.69	37.12	38.51
	Truck Driver 3	TD3	II	35.69	37.12	38.51

SCHEDULE "A" - REGULAR FULL TIME POSITION RATES						
BAND	JOB TITLE	Job Code	Group	2024	2025	2026
				5.00%	4.00%	3.75%
21	Accounting Clerk (Taxes)	CLTX	I	36.33	37.78	39.20
	Court Liaison Officer (RCMP)	XCST	IV	36.33	37.78	39.20
	Disclosure & Records Clerk (RCMP)	CLRCD	IV	36.33	37.78	39.20
	Electronic Disclosure Clerk (RCMP)	CLEDC	IV	36.33	37.78	39.20
	Engineering Technician	ENTCN	"	36.33	37.78	39.20
	Equipment Operator 2 (Parks Yard)	EO2	II	36.33	37.78	39.20
	Operations Clerk - Works Yard	OPSCS	II	36.33	37.78	39.20
22	Payroll Clerk	CLPAY	I	36.94	38.42	39.86
	Storeskeeper	STORE	II	36.94	38.42	39.86
	Streets Service 2	STS2	II	36.94	38.42	39.86
	Tractor Operator (Flail)	OPMOW	II	36.94	38.42	39.86
	Traffic Service	TRFC	II	36.94	38.42	39.86
	Watch Clerk (RCMP)	WATCH	VI	36.94	38.42	39.86
23	Assistant Accountant	ASACT	I	37.59	39.09	40.56
	Backhoe Operator	OPBHO	II	37.59	39.09	40.56
	Formsetter / Cement Finisher	FRMS	II	37.59	39.09	40.56
	Grader Operator	OPGR	II	37.59	39.09	40.56
24	Aquatic Programmer	AQUPRO	IV	38.24	39.77	41.26
	Excavator Operator	OPEX	II	38.24	39.77	41.26
	GIS Technician	GSTECH	II	38.24	39.77	Schedule E
	Maintenance Coordinator/Plant Engineer – Ice Operations	MTCAZ	II	38.24	39.77	41.26
	Occupational Health & Safety Coordinator	OHSEP	I	38.24	39.77	41.26
	Program Leader - Pool	PRGP	IV	38.24	39.77	41.26
	Purchasing Clerk	CLPUR	I	38.24	39.77	41.26
25	Education Curator	CURED	IV	38.85	40.40	41.92
	PC Support / LAN Technician	PCLPT	I	38.85	40.40	Schedule E
	PC Support / LAN Technician - RCMP	RPCLAN	I	38.85	40.40	Schedule E
	Recreation Programmer	PRGR	IV	38.85	40.40	41.92
26	Bylaw Enforcement Officer	BEO	I	39.46	41.04	42.58
	Collections Curator	CURTR	IV	39.46	41.04	42.58
	Maintenance Coordinator - Aquatics	MTCES	II	39.46	41.04	42.58
	Planning Technician	PTECH	I	39.46	41.04	42.58
	Records Mngt Coord Chargehand (RCMP)	CHGRM	I	39.46	41.04	42.58
27	Carpenter	CRP	II	40.09	41.69	43.25
	Engineering Technologist	ENTEC	II	40.09	41.69	Schedule E
	Facilities Maintenance Technician	FMTECH	II	40.09	41.69	43.25
	Gardener	GRDR	II	40.09	41.69	43.25
	Heavy Duty Mechanic	MECHW	II	40.09	41.69	Schedule E
	Mechanic	MECHP	II	40.09	41.69	43.25
	Meter / Cross Connection Control Attendant	METER	II	40.09	41.69	43.25
	Planner I	PLAN1	I	40.09	41.69	Schedule E
	Waste Water System Operator	OPWWS	II	40.09	41.69	43.25
	Waste Water Treatment Plant Technician	WWTEC	II	40.09	41.69	43.25
Water System Operator	OPWS	II	40.09	41.69	43.25	
Water System Technician	WSTEC	II	40.09	41.69	43.25	

<b>SCHEDULE "A" - REGULAR FULL TIME POSITION RATES</b>						
BAND	JOB TITLE	Job Code	Group	2024	2025	2026
				5.00%	4.00%	3.75%
28	Accountant / Assistant Collector	ACTAC	I	40.73	42.36	43.95
	Chargehand (Construction)	CHGC	II	40.73	42.36	43.95
	Water System Operator III	OPWS3	II	40.73	42.36	43.95
29	Building/Plumbing Inspector I	BUILD1	II	41.39	43.05	See Schedule E
	Chargehand (Streets)	CHGST	II	41.39	43.05	44.66
30	Chargehand (Sewer)	CHGSR	II	41.98	43.66	45.30
	Chargehand (Parks)	CHGPK	II	41.98	43.66	45.30
	Software Analyst	SOFTAL	I	41.98	43.66	See Schedule E
	Network and Systems Administrator	OPSYS	I	41.98	43.66	See Schedule E
31	Chargehand (Fleet & Solid Waste)	CHGMC	II	42.60	44.30	See Schedule E
	Chargehand (Water)	CHGW	II	42.60	44.30	45.96
	Senior Engineering Technologist	ENGT2	II	42.60	44.30	See Schedule E
32	NA			43.24	44.97	46.66
33	Planner 2	PLAN2	I	43.89	45.65	See Schedule E
TRH1	Trades Helper 1st Year (83%)	TRH1	II	33.29	34.62	35.92
TRH2	Trades Helper 2nd Year (87%)	TRH2	II	34.87	36.26	37.62
TRH3	Trades Helper 3rd Year (91%)	TRH3	II	36.48	37.94	39.36
TRH4	Trades Helper 4th Year (95%)	TRH4	I	38.09	39.61	41.10

<b>SCHEDULE "B" - RED CIRCLED / FROZEN RATES</b>						
INCUMBENT	JOB TITLE	JOB CODE	GROUP	2024	2025	2026
				5.00%	4.00%	3.75%
VOYSEY	Maintenance Assistant (AHQ Weekdays) (Payband 11)	MAP07	PT	30.04	31.24	32.41
WILLKOM	Cashier (Payband 17)	CASHR	I	33.80	35.15	36.47
TOTTENHAM / HAMLIN	Infrastructure Services Clerk (Payband 19)	CLENGR	IV	35.08	36.48	37.85
JUNGENKRUGER	Solid Waste Collector 2 Residential (Payband 21)	SWCRC	II	36.33	37.78	39.20
DECLERCQ	Assistant Accountant (Payband 24)	ASACTR	I	38.24	39.77	41.26
GAGNON	Administration Support Clerk (Payband 26)	CLCOPR	I	39.46	41.04	42.58

<b>SCHEDULE "C" - PART-TIME EVALUATED POSITIONS</b>					
Band	Job Title	Job Code	2024	2025	2026
			5.00%	4.00%	3.75%
4	-		25.64	26.67	27.67
5	-		26.25	27.30	28.32
6	-		26.87	27.94	28.99
7	-		27.48	28.58	29.65
8	Maintenance Assistant (P/T)	MT CER / MTCEC / MTCECM	28.56	29.70	30.81
9	Engineering Assistant	ENGAS	28.80	29.95	31.07
10	-		29.41	30.59	31.74
11	-		30.04	31.24	32.41
12	-		30.66	31.89	33.09
13	Early Childhood Educator	ECE	31.28	32.53	33.75
14	Receptionist Assistant (P/T)	RECAE	31.89	33.17	34.41
15	Instructor/Guard (P/T)	INS2	32.53	33.83	35.10
	Program Coordinator	PROCO	32.53	33.83	35.10
16	Finance Cashier / Reception Clerk	CASREC	33.19	34.52	35.81
17	Receptionist - Multiplex	RECAP	33.80	35.15	36.47
	Human Resources Assistant	HRA	33.80	35.15	36.47
18	Concessions Coordinator	CONCE	34.43	35.81	37.15
	Transcription / General Support (RCMP)	TCGS	34.43	35.81	37.15

<b>SCHEDULE "D"- PART-TIME POSITION (JE EXCLUSIONS)</b>					
	Job Title	Job Code	2024	2025	2026
			5.00%	4.00%	3.75%
	Sidewalk Watch	SWALK	19.51	20.29	21.05
	Program Assistant	PRGA	19.83	20.62	21.39
	Museum Assistant	PRGAM	20.57	21.39	22.19
	Program Instructor	PRGI	20.57	21.39	22.19
	Summer Leader	SUMAS	21.08	21.92	22.74
	Aerobics Instructor	PRGIA	21.50	22.36	23.20
	Museum Coordinator	MUSCO	22.98	23.90	24.80
	Summer Coordinator	SUMCO	22.98	23.90	24.80
	Van Driver	VAN	24.62	25.60	26.56
	Leadership Instructor	INSL	26.88	27.96	29.01

<b>SCHEDULE "E"- JE EXCLUSIONS</b>							
	Job Title	Job Code	Group	2024	2025	April 1, 2025	2026
						\$	3.75%
	Building & Plumbing Inspector I	BUILD1		See Schedule A	See Schedule A	47.00	48.76
	Building & Plumbing Inspector II	BUILD2		46.81	48.68	-	50.51
	Building & Plumbing Inspector III	BUILD3		49.00	50.96	-	52.87
	Engineering Technologist	ENTEC		See Schedule A	See Schedule A	42.83	44.44
	GIS Technician	GSTECH		See Schedule A	See Schedule A	42.83	44.44
	PC Support / LAN Technician	PCLPT		See Schedule A	See Schedule A	43.49	45.12
	PC Support / LAN Technician - RCMP	RPCLAN		See Schedule A	See Schedule A	44.19	45.85
	Heavy Duty Mechanic	MECHW		See Schedule A	See Schedule A	44.38	46.04
	Chargehand (Fleet & Solid Waste)	CHGMC		See Schedule A	See Schedule A	45.88	47.60
	Planner I	PLAN1		See Schedule A	See Schedule A	46.00	47.73
	Senior Engineering Technologist	ENGT2		See Schedule A	See Schedule A	46.50	48.24
	Software Analyst	SOFTAL		See Schedule A	See Schedule A	47.04	48.80
	Network and Systems Administrator	OPSYS		See Schedule A	See Schedule A	49.48	51.34
	Planner 2	PLAN2		See Schedule A	See Schedule A	51.00	52.91