

Unity & Strength for workers Local 1-405

COLLECTIVE AGREEMENT

BETWEEN

CITY OF KIMBERLEY

(Hereinafter referred to as the “City”)

AND

UNITED STEELWORKERS LOCAL 1-405

(Hereinafter referred to as the “Union”)

March 1, 2024 – February 29, 2028

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DEFINITIONS

0.1 "EMPLOYEES"

The word "employee", as used in this Agreement, will mean all City employees, except exempt supervisory and management personnel, Executive Assistant, Manager of Information Technology, Administrative Assistant and Manager of Community Development and Communications.

0.2 EMPLOYEE DEFINITIONS

- a) Probationary Employee - is a newly hired regular employee, who is serving the probationary period pursuant to Article 6.2, Probationary Period.
- b) **Regular Employees:**
 - i. **Full-time Employee** - is an employee confirmed in a regular full-time position following successful completion of the probationary period, who is scheduled to work a full-time work schedule of thirty-seven and one-half (37.5) or forty (40) hours per week, or on the recognized 4x4 schedule, as the case may be.
 - ii. **Part-time Employee** - is an employee confirmed in a regular part-time position following successful completion of the probationary period, who is regularly scheduled to work less than full-time hours. Regular part-time employees will be eligible for the terms and conditions of this Agreement, prorated where applicable on the basis of the percentage of full-time hours each such employee actually works, except where some other eligibility has been explicitly set out in the Agreement.

The City will review the status of any regular part-time employee, at the request of the Union, provided six (6) months has elapsed since the previous review to assess whether a conversion to full-time employment is warranted on the basis of the positions occupied by that employee and the hours that employee works. The City will not unreasonably refuse to convert a regular part-time employee to full-time status provided that employee has worked full-time hours in one (1) or more similar positions in the past and will continue to work full-time hours on that basis in the future.
- c) **Seasonal Employee** - is an employee hired on a seasonal basis to supplement the regular work force, who works up to full-time hours on a regular basis.
 - i. Article 6.1 c) notwithstanding, when the City intends to employ someone on a seasonal basis, it will first offer such employment to laid off regular employees on the recall list in order of their seniority, provided the applicable laid off employee has the ability to perform the job in question.
 - ii. Laid off regular employees, who had completed probation at the time of their layoff and who accept seasonal employment under this Article are deemed to be recalled to regular employment during the period of such employment. These employees will be paid at the rate applicable to the work they are performing. They will be given two (2) weeks layoff notice when such employment comes to an end, at which time their period of recall under marginal paragraph 6.8 will be fully reinstated.

The last sentence notwithstanding, regular employees, who have been notified that they will be laid off and who accept seasonal employment under Article 0.2 c) ii. during their layoff notice period (i.e. before the effective date of their layoff), will not suffer a lapse in their benefit coverage under Article XIV when they are laid off pursuant to that notice and they immediately commence such seasonal employment, provided there are seasonal employees employed at that time.

It is understood that the last sentence of the first paragraph of Article 0.2 c) ii. continues to apply when there are no seasonal employees employed at the time a laid off regular employee commences seasonal employment immediately after being laid off in accordance with the above paragraph, or when a regular employee is laid off, goes on the recall list and then subsequently commences seasonal employment.

- iii. A refusal by a laid off employee to accept seasonal work under this section will not affect the laid off regular employee's recall rights.
- d) **Casual Employee** - is an employee hired to relieve regular employees who are absent (e.g. vacation, sickness, injury, leave, etc.) or to alleviate workload increases, subject to the following:
 - i. When a casual employee is hired to alleviate workload increases, the period of such employment will not exceed sixty (60) consecutive calendar days without the approval of the Union, which approval will not be unreasonably denied.
 - ii. Casual employees, who are relieving an absent regular employee(s), will be placed into the entry level position and the work of the absent employee will be performed by another regular employee who has been temporarily upgraded, provided operational requirements permit, no overtime is incurred by so doing and the regular employee who is to be upgraded has the ability to immediately perform the work in question.
 - iii. The City will not replace regular or seasonal positions with casual employees on an ongoing basis.
 - iv. Experience gained by casual employees will not be considered in filling posted vacancies under Article III.
 - v. Article 6.1 d) notwithstanding, when the City intends to employ someone on a casual basis, it will first offer such employment to a laid off regular employee on the recall list with the ability to perform the applicable job, in seniority order. Failing that, it will offer such employment to an existing regular part-time employee with the ability to perform the applicable job, in seniority order. The City will not be required to offer work to a laid off regular employee or to a regular part-time employee under this section if it would result in overtime or there would be delay in work or loss in production.
 - vi. Laid off regular employees who accept casual employment under this Section will be considered as casual employees and the provisions of Article 21.2 will apply to such employment.
 - vii. Laid off regular employees, who accept casual employment under this section are not considered recalled under Article 6.7. Article 6.1 and 6.7 do not apply to such employment.

- viii. Laid off regular employees, who accept casual employment under this section will earn one (1) additional month of recall rights for each twenty (20) working days of such employment they complete.
 - ix. A refusal by a laid off employee to accept casual work under this section will not affect the laid off regular employee's recall rights.
 - x. Nothing in this section (d) restricts the City's right to use casual employees at straight time rates to perform work that would otherwise result in overtime rates being paid to regular employees.
 - xi. The City will maintain a record of the casual employees it utilizes, including their hours and positions occupied. This record will be furnished to the Union on its request, but no more often than once in each business quarter. The City is prepared to discuss with the Union any request it may have that seeks to upgrade a casual employee to regular employee status.
- e) Casual employees who have four hundred and eighty (480) cumulative casual hours are deemed "current employees" for purposes of applying for vacancies posted under Article III provided they have worked at least one (1) shift in a six (6) month period immediately prior to the date that such vacancy is posted.
- f) **The following will apply regarding the use of casual employees:**
- i. **Operations Department**
Other than when the City uses casual employees for purposes of snow removal and related activities, the maximum number of casual employees the City may have at work in the Works Department at any one time is three (3).
 - ii. **Parks & Facilities Department**
The maximum number of casual employees the City may have at work in the Parks & Facilities Department at any one time is three (3).
 - iii. **City Hall**
The parties will discuss the use of casual employees in City Hall during the term of the Agreement, in recognition of the Union's concern about such usage.

0.3 ABILITY

When used in this agreement "ability" means the capacity of an employee or job applicant to perform the job in question, and without limiting generality, will include consideration of the following factors: qualifications, education, experience, knowledge and skill.

0.4 CALENDAR YEAR

For the purpose of this Agreement, the calendar year will mean January 1st to December 31st.

0.5 DAYS

For the purpose of this Agreement, a day will start at 7:00 AM for all days of the year in the event of shift work and 7:00 AM for regular day shift.

0.6 GENDER

Words imparting the masculine gender will include the feminine and non-binary.

0.7 FAMILY

Immediate family means: parents, step parents, spouse, including common-law spouse, children, stepchildren, foster children, brother, sister, father-in-law, mother-in-law, brother-in-law and sister-in-law (including common-law spouses), son-in-law, daughter-in-law, grandparents, grandparents-in-law and grandchildren. Common-law spouses are defined as two people living together in a spousal relationship for a period of not less than six (6) months.

ARTICLE I - UNION RECOGNITION

Sole Bargaining Agency

1.1 The City recognizes the Union as the exclusive representative of this group of employees, for the purpose of Collective Bargaining regarding rates of pay, hours of work, and all other working conditions. The City will continue to recognize the Union as long as the Union retains the right to conduct Collective Bargaining of such employees under the provisions of the Statutes of the Province of British Columbia.

Power of Bargaining Unit

- 1.2**
- a) Members of the exempt staff excluded under Definition 0.1 will not work on any job which is included in the bargaining unit, except for purposes of instructing or experimenting, or in emergencies where an employee in the bargaining unit is not available.
 - b) No person, regularly employed by an employer other than the City, will be given part-time or weekend employment at work customarily performed by City employees, unless an emergency exists or City employees are not available.
 - c) No regular employee will be laid off as a direct result of contracting out.

No Discrimination

1.3 The City agrees there will be no discrimination or intimidation against any employee by reason of the employee's legitimate activities as a member, shop steward or officer of the Union. The Union agrees that there will be no intimidation or discrimination on its part towards any employee of the City by reason of the employee not being a member of the Union.

Union Check-off

1.4 The City agrees to deduct once each month from the earnings of every employee covered by this Agreement, the sum of five dollars (\$5.00) or such sum by way of monthly dues as may be fixed constitutionally by the International Union, in accordance with the compulsory check-off authorization (d). The total amount so deducted, with an itemized statement of same, in duplicate, will be forwarded to the Union, prior to the end of the month next following that to which said deductions apply, in the manner provided for in (c) hereof.

Union Bulletin Boards

- 1.8 The City agrees to place a Union Bulletin Board in the following locations: City Hall, Aquatic Centre, Civic Centre, Works Yard, and RCMP Station.
The cost and installation of the boards shall be at the expense of the Union.

Humanity Fund

- 1.9 The City agrees to deduct on a bi-weekly basis the amount of one cent (\$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked.

The City shall pay the amounts to the "Humanity Fund" and forward such payment to the United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7. The City will advise in writing to both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all the employees in the bargaining unit on whose behalf such payment has been made.

New Employees

- 1.10 **The Employer shall advise all new employees that a Collective Agreement is in effect and will give to each new employee the names and location of the Union Committee members. The Union Committee will be notified of the names of new hires and their assigned department within one week of first day worked. Union Orientation will be given by a person designated by the Union (per Article 12.3 a).**

ARTICLE II - CITY RECOGNITION

- 2.1 The Union recognizes the right of the City to operate and manage its business in all respects in accordance with its commitments and responsibilities, and to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations will not be inconsistent with the provisions of this Agreement.
- 2.2 The City will have the right to hire, to discipline, to demote, or to discharge employees who have successfully completed the employee initial probationary period for just cause. The selection of supervisory staff will be entirely a matter for the City's decision.

ARTICLE III - POSTINGS, VACANCIES, AND TRANSFERS

- 3.1
- a) For the jobs listed below, the senior employee who applies and who has the ability to perform the job will be selected.

Outside Positions

- Labourer
- Parks & Facilities Operator
- Purchasing & Inventory Assistant
- Electrician Helper
- Parks & Arena Caretaker I

- WWTP Operator in Training
- Operator I
- Operator II
- Operator III
- Utility Operator in Training

Inside Positions

- Receptionist Clerk
 - Receptionist/Cashier
 - Operations Clerk I
 - Operations Clerk II
 - Payroll Clerk
 - Senior Cashier Clerk
- b) For all other posted vacancies (i.e. those in jobs not listed above), the ability of the applicants will be the determining factor. If the ability of two (2) or more applicants to perform the posted job is relatively equal, seniority will be considered as the tiebreaker.
- c) The City will assess ability under this Article III and will not make such assessment in an arbitrary, discriminatory or bad faith manner.
- d) Employees who are selected to fill full-time vacancies under this Article will serve a trial period of not less than fourteen (14) calendar days and up to three (3) calendar months worked. The trial period for part-time employees will be not less than forty (40) cumulative straight time hours actually worked and up to two hundred and forty (240) cumulative straight time hours actually worked or three (3) calendar months worked, whichever occurs later. If the employee is found to be unsatisfactory in the new position during this trial period or the employee wishes to voluntarily relinquish the position during the employee's trial period, the employee will be returned to the employee's former position, and any other affected employee by the rearrangement of positions will be returned to their former positions. This trial period may be extended by mutual agreement of the parties.
- e) Regular Employees who are selected to fill vacancies under this Article III are considered to be the new "incumbent" to that position. The "incumbent" is the owner (holder) of a regular position.

3.2

- a) When a vacancy is to be filled or a new bargaining unit position is created, it will be posted on the bulletin board for seven (7) calendar days. Postings will be accompanied by a copy of the applicable Job Description. Applications for the position are to be made to the Manager of Human Resources as per the job posting, before such positions are filled. All current employees (i.e. those who are presently employed) may apply for such postings. **Current employees need only submit an email indicating their interest.**
- b) **An employee may pre-sign an absentee bid for postings which may occur during their absence. The bid must contain the desired department that may have vacancies, and must be submitted prior to each absence.**
- c) The City will not advertise externally to fill vacancies posted under 3.2 a) until it has processed internal applications (those received from current employees) unless the Union agrees to concurrent external advertising, which agreement will not be unreasonably denied.

- d) Regular employees will receive preference over seasonal and casual employees, and seasonal employees will receive preference over casual employees.
- e) The City will post temporary and seasonal vacancies for a known term of longer than four (4) consecutive months and will fill such vacancies in accordance with Article 3.1.
- f) The City will not be required to post casual vacancies and temporary or seasonal vacancies for a known term of four (4) consecutive months or less. The City will not be required to post indeterminate length vacancies that are created by an absence of the regular incumbent even though such absence may eventually be longer than four (4) consecutive months. The City and the Union will review temporary vacancies of this nature to determine, on a mutually agreeable basis, whether they are to be posted.
- g) Postings will indicate the following: Job Title, Category, Wage, Job Description, Hours of Work, Expected Start Date, Shift, state the date and time of the closing of application, and whether the job in question is regular full-time, regular part-time, seasonal or temporary; and if seasonal or temporary, the expected end date for the job.
- h) The City will process internal applications as soon as operationally possible after the posting period expires. If a current employee is selected for a posting and operational requirements do not permit the employee to commence work in the posted position within twenty (20) working days from the date the selection decision was made, the employee will thereafter receive the rate of pay for the new position and applicable premiums, if any, as well as the new employment status, if applicable, provided the new rate is higher than the employee's current rate.
- i) Current employees who apply for a posted vacancy and are not successful will be given reasons in writing upon their request.
- j) All documents upon which the City will seek to rely (its reliance documents) will be provided to the Union in a timely fashion prior to any arbitration of a grievance regarding the City's selection decision under Article III.
- k) Current employees' certification on file will be used for internal postings.

3.3 If an employee objects to a promotion, they will waive seniority rights to that promotion only to the next senior employee beneath them or to the employee subsequently promoted to the position. Such waiver must be in writing and be witnessed by the Union. The City and the Union will create a waiver form for the employee to waive their right to a promotion.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1 Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitral, during the term of this Agreement, such differences will be resolved in the following manner:

- a) Step 1 - within twenty-one (21) calendar days after the alleged grievance has arisen or within twenty-one (21) calendar days from the time the employee(s) should reasonably have known of the occurrence giving rise to the grievance, the employee(s) concerned, with or without the shop steward in attendance, as desired, may present the grievance, and will be stated in writing, to the employee's immediate manager. Failing settlement to the employees' satisfaction within

seven (7) calendar days of the parties meeting to discuss the grievance, the employee(s) may proceed to Step 2.

- b) Step 2 - within seven (7) calendar days from the time the decision was made or should have been made under Step 1, the employee(s) concerned, with a shop steward in attendance, will verbally present the written grievance to the Manager of Human Resources and the department manager, face to face. Failing settlement to the employees' satisfaction within seven (7) calendar days of the parties meeting to discuss the grievance, the grievance may proceed to Step 3.
- c) Step 3 - within seven (7) calendar days from the time the decision was made or should have been made under Step 2, the Union's Grievance Committee, which may be accompanied by the Grievor(s), will verbally present the written grievance to the City's Grievance Committee, face to face. Failing settlement of the grievance within fourteen (14) calendar days of the parties meeting to discuss the grievance, the Union may refer the matter to arbitration in accordance with Article V of this Agreement.
- d) When the City has a grievance, it will forward it to the Union, in writing, within twenty-one (21) calendar days following the incident giving rise to the grievance, or within twenty-one (21) calendar days after the City should reasonably have known of the occurrence giving rise to the grievance. The Union and the City will meet to discuss City grievances within seven (7) calendar days, after the grievance has been received by the Union. If a City grievance is not settled within fourteen (14) calendar days after the first meeting referred to above, the City may submit the grievance to arbitration in accordance with Article V of this Agreement.
- e) The time limits set out above are mandatory in all respects and may only be extended by mutual agreement of the parties, which agreement will not be unreasonably withheld.

Upon presentation, a meeting shall be arranged to discuss the grievance that is mutually acceptable to both parties.

4.2 Notification of Committee Members

The Union is to advise the City, in writing, as to the members of the Union's Committee.

4.3 Review of Employee Personnel File

An employee, or the Union with the written authority of the employee, will be entitled to review the employee's personnel file(s) in order to facilitate the investigation of a formal Step 1 - 3 disciplinary grievance. The employee or the Union, as the case may be, will give the City three (3) days' notice prior to having access to such file(s). Employees will have access to review their personnel file at any time with three (3) days' notice. All requests to access an employee file will go through the Manager of Human Resources.

- 4.4** Employees may request, in writing to the Manager of Human Resources, the removal of any disciplinary document from their personnel files after eighteen (18) months have expired from the date such document was placed therein. Upon approval by the Chief Administrative Officer and department manager, the request will not be unreasonably denied under this section provided: (a) there have been no further disciplinary documents placed in the employee's file during such period and (b) the seriousness of the disciplinary infraction in question does not warrant its retention on file.

- 4.5** When a stated time limit is missed and the City subsequently informs the Union in writing that the applicable grievance will be considered abandoned unless it is immediately moved to the next step or to arbitration, and the Union does not reply within 5 working days of receiving the notice, the said grievance will be considered abandoned and all further recourse to the grievance procedure will be forfeited. The same rule will apply to the employer, if the Union notifies them about the grievance.

ARTICLE V - ARBITRATION

5.1

- a) Within thirty (30) calendar days after a decision was made or should have been made by the City under Step 3, the Union may, by written notice to the City, refer the grievance to arbitration.
- b) The parties will select a single arbitrator in rotational order from the list below within ten (10) calendar days of the receipt by either party of notice referring a grievance to arbitration:
 - i. Chris Sullivan
 - ii. Amanda Rogers
 - iii. **Corinn Bell**
 - iv. Gabriel Somjen

- 5.2** The decision of the Arbitrator in respect of an interpretation or alleged violation of this Agreement will be final and binding upon the parties, and in no event will the Arbitrator have the power to alter, modify or amend this Agreement in any respect.

5.3 Expedited Arbitration

As an alternative to regular arbitration under this Article V, the parties may mutually agree, on a case by case basis, to refer any grievance to Vince Ready or a substitute agreed to by the parties who will:

- a) Investigate the difference;
- b) Define the issue in the difference; and
- c) Make a written recommendation to resolve the difference within thirty (30) days of the employee receipt of the request.

The parties intend this process to be as informal as possible. In this regard, they will not involve lawyers to represent their respective positions and they will proceed on the basis of submissions. Sworn evidence will only be permitted to establish relevant facts that are material to the issue in question and upon which the parties cannot agree. The parties will not utilize authorities in support of their submissions, unless requested by the expedited arbitrator to do so.

The parties agree that the award of the expedited arbitrator will be final and binding in all respects and will not be subject to appeal of any kind. Each party will pay its own expenses and one-half (0.5) of the compensation and expenses of the expedited arbitrator.

This section is intended to be non-prejudicial in all respects. The parties will not rely upon any matter arising out of an application of this section in any other interpretation of this Agreement or at any subsequent hearing or proceeding under this Agreement or under the *Labour Relations Code of B.C.* without the mutual consent of both parties.

- 5.4** All expenses of the Arbitrator will be borne equally between the parties, and each party will be responsible for all expenses of its own witnesses and other expenses incurred on its own behalf. Where the parties have mutually agreed to apply Article 5.3, the expenses of the Arbitrator will be apportioned pursuant to Section 90 of the *Labour Relations Code of B.C.*

ARTICLE VI - SENIORITY

Calculation of Seniority

6.1 Definition of Seniority

- a) Seniority is defined as the length of a regular employee's service in the bargaining unit since the employee's most recent date of hire as a regular employee, stated as equivalent years and calendar days. Regular part-time employees will accumulate seniority on the basis of the employee's accumulated straight-time hours actually worked and as per Article XII - Leave of Absence, Section 6 - Injury/Illness Section 12.6 stated as equivalent years and calendar days.
- b) Regular employees will not attain seniority until they have successfully completed the probationary period. Seniority will include the probation period, following its successful completion.
- c) Seasonal employees will have "seasonal seniority", which will be utilized for purposes of rehire into seasonal work or for casual work under Article 6.1 d), and termination at the end of each season and as per Article III. Each seasonal employee's seasonal seniority will be based on cumulative seasonal service with the City in full days based on their seasonal start dates, which will be set out in a separate seasonal seniority list under Article 6.3.
 - i. As much as operationally possible, seasonal employees will be rehired at the start of each season on the basis of their seasonal seniority, provided they continue to perform in a fashion satisfactory to the City and provided further that any seasonal employee must have the ability to perform the job(s) available. As much as operationally possible, at the end of each season, seasonal employees will be terminated in reverse order of their seasonal seniority, provided that the remaining seasonal employees have the ability to perform the job(s) remaining.
 - ii. When a seasonal employee is hired into a regular position without a break in service, the employee's regular seniority date, following successful completion of the probationary period, will include the last period of seasonal employment immediately prior to the employee's regular employment.
- d) Casual employees will not earn nor exercise seniority.

When the City has casual work available, it will give preference to those laid off seasonal employees having seasonal seniority, and casual employees who have previously worked for the City in accordance with the following subsections, provided that no overtime results from so doing:

- i. First, to laid off seasonal employees with the ability to immediately perform the work; and
- ii. Second, to casual employees who previously worked in that department; and

- iii. Third, to casual employees who previously worked in some other department; and
- iv. In order to be eligible for casual work under this section (d), laid off seasonal employees must notify the City in writing at the time of their layoff that they wish to be considered for casual work which comes available during their layoff period.
- v. In order to receive preference under this section (d), a casual employee must have performed in a fashion satisfactory to the City for at least four hundred and eighty (480) cumulative casual hours and they must have the ability to immediately perform the work available.

6.2 Probationary Period

All newly hired employees are required to complete a probation period after they are hired as a regular employee. The probation period for full-time employees will be **three (3) calendar** months of continuous service. Part-time employees are required to complete a probationary period of **two hundred and fifty (250)** accumulated straight time hours or **three (3)** calendar months of service, whichever occurs later. The City may terminate the employment of any probationary employee **if it determines the employee is not suitable**. Union activity will not be a reason for discharge under this Article. Seasonal employees transitioning to part-time or full-time who have served **three (3)** months of continuous service will have such service recognized as their probationary period.

6.3 Seniority List

- a) The City will publish a seniority list **twice** per year, as of **June 30th and** December 31st showing each regular employee's seniority. A copy of this list will be posted in all City departments and a copy will be forwarded to the Union. The City may update the seniority list more often under this section, should circumstances warrant.
- b) Continued seniority with the City will have preference over broken seniority where vacation schedules or job postings are concerned. When an employee is laid off and is recalled during the recall period, the employee's seniority is deemed to be continuous.

6.4 To determine seniority, the City will keep a record of the hiring date and length of service of all employees and upon the request of the employee or the Union, the City will make this information available. All requests for seniority information will go through the Manager of Human Resources.

6.5

- a) When a member of a crew is absent and the City finds it necessary to temporarily upgrade another member of the crew to perform such absent employee's work, for a period longer than three (3) working days, it will offer such temporary upgrade, in seniority order, to employees on that particular crew, having the required ability to immediately perform the work in question. When no member of the crew has the required ability, the City will offer such temporary upgrade, in seniority order, to employees in that department, having the required ability to immediately perform the work in question.
- b) In the event of a temporary lack of work in an employee's position, that employee may bump down to the next lower position, in seniority order, where there is work, provided that the employee has the required training and ability to immediately perform the work in question.

- c) The City will evaluate the work on a day by day basis to determine if this movement described in Article 6.5 b) will be initiated. The City will make every reasonable effort to expedite this process.
- d) However, the City may have up to three (3) working days to make such movement so as to maintain efficiency. The City further agrees to make such judgement in a fair and equitable manner.
- e) When the City intends to transfer an employee from Parks & Facilities to Operations or vice versa, in order to meet a temporary operational requirement, such temporary transfer will be offered in seniority order, without posting, to employees in the other department who have sufficient ability to immediately perform such job. If the transfer is declined on this basis, the junior employee in the other department with sufficient ability to immediately perform such job will be transferred.

6.6 Layoffs

- a) In the event of a general reduction in crew, the employees affected will be laid off in the inverse order of the employees' seniority, ability considered.
- b) Regular employees who are to be laid off will have bumping rights in accordance with their seniority, provided they have ability to perform the job as described in the job description.
 - i. Bumping rights will include the right to bump to greater, equal or lesser paying classifications. The right to bump up is limited as follows:
 - Outside Workers: may only bump up into those positions listed in Article 3.1 provided that Outside Workers may bump up into any other higher paying outside position if they have previously worked in such higher paying position on a regular full-time basis and have performed successfully in that position.
 - Inside Workers: may only bump up into those positions listed in Article 3.1, provided that Inside Workers may bump up into any other higher paying inside position if they have been trained or had backup responsibilities for that position.
 - ii. Within five (5) working days of receiving their layoff notice, laid off employees will notify the City in writing of the position(s) into which they are seeking to bump on the basis of their seniority and ability. Within three (3) working days of receiving this bumping request, the City will advise the laid off employee which of the employee's selected positions, if any, it is prepared to accept for bumping purposes.
 - iii. Employees who bump into a full-time position will serve a trial period of not less than fourteen (14) calendar days and up to three (3) calendar months worked. The trial period for part-time employees will be not less than forty (40) cumulative straight time hours actually worked and up to two hundred forty (240) cumulative straight time hours actually worked or three (3) calendar months worked, whichever occurs later. If the employee is found to be unsatisfactory during this trial period, they will be laid off and placed on the recall list. This trial period may be extended by mutual agreement of the parties. The above trial period does not apply to those employees who bump into a different position when they have previously been paid at the standard rate when working in that position.

- iv. When there is no position into which a regular employee having five (5) or more years of seniority can bump under subsection (b)(i), the City will provide that employee with up to thirty (30) working days of training in accordance with the provisions of this subsection (v).
 - v. The City will designate the position into which the employee is to bump in order to receive training under this subsection and the training the employee is to receive. No training will be provided under this subsection unless the employee in question has the ability to perform the basic functions of the applicable job prior to such training being received and there is a reasonable expectation that they will be able to attain the required ability to perform the applicable job as described in the job description within the thirty (30) working day training period. If the employee in question does not have the ability to perform the applicable job as described in the job description at the end of the above training period, or the employee wishes to voluntarily relinquish the position during the employee's training period, the employee will be laid off and placed on the recall list.
- c) The City agrees that no new employees will be hired until those laid off have been given the opportunity for recall in accordance with the provisions of Article 6.7.
 - d) The City agrees that a change in status for a position from F/T to P/T, or vice-versa, constitutes a layoff or a new posting and as such normal bumping or posting rules outlined in this agreement apply.

6.7 Recall

- a) When it is necessary to increase forces, employees on layoff who retain recall rights will be rehired as closely as possible in the inverse order in which they were laid off (ability considered).
- b) It will be the responsibility of the employee laid off to notify the City of any change of address and/or telephone number.
- c) Should an employee refuse to accept a recall to the job from which they were laid off, they will immediately forfeit the employee recall rights.
- d) Should an employee be unavailable to accept a recall due to sickness, injury or vacation(s), they will not forfeit the employee recall rights. The employee will, upon the production of a medical certificate, have the right to exercise the employee seniority, provided they have the ability to perform the job in question as described in the job description.
- e) An employee will be notified of recall by telephone and/or registered mail and the employee will have a maximum of ten (10) working days from the date said recall notice was received to report for work.
- f) Recall rights will terminate upon the expiration of twenty-four (24) months from the last date of layoff for regular employees. For seasonal and casual employees as follows:
 - i. Seasonals - Lose seasonal seniority (minimum 1 day) if seasonal employee declines seasonal rehire. Lose seniority in its entirety eighteen (18) months from the last seasonal day worked.
 - ii. Casuals - Lose casual service ten (10) months after last casual day worked.

- g) Laid off employees who are recalled to employment will not be required to complete a new probation period under Article 6.2 following such recall. Laid off employees, who are recalled into a different position than the position they occupied at the time of their layoff, will serve a trial period of not less than fourteen (14) calendar days and up to three (3) calendar months worked. The trial period for part-time employees will be not less than forty (40) cumulative straight time hours actually worked and up to two hundred and forty (240) cumulative straight time hours actually worked or three (3) calendar months worked, whichever occurs later. If the employee is found to be unsatisfactory during this trial period, or the employee wishes to voluntarily relinquish the position during the employee's trial period, the employee will again be laid off and placed on the recall list. This trial period may be extended by mutual agreement of the parties. The above trial period does not apply to those employees who are recalled into a different position when they have previously been paid at the standard rate when working in that position.

6.8

- a) When a regular employee is recalled to work within ninety (90) consecutive calendar days after being laid off under Article 6.6, the period of such layoff will be considered as time worked, for the purpose of determining seniority only.
- b) During the first ninety (90) consecutive calendar days that a regular employee is laid off under Article 6.6 they may elect to maintain the following benefit plans: superannuation, medical plans, dental plan and group life insurance, provided the employee pays both the employee's own share and the City's share of the premium costs for same, and provided that the terms of the carrier's plan permits such coverage to continue.
- c) Where necessary, the City will request the existing benefit plan carrier to amend the existing benefit plans to provide for such coverage, provided there are no increased costs for so doing. The decision of the carrier in this regard will be final.
- d) A laid off regular employee on the recall list, who was enrolled in the insured benefit plans under Article XIV at the time of the employee's layoff, and who is recalled to regular employment during the recall period, will have such benefit coverage reinstated at the 1st of the month following the recall.

6.9 In the event that the employee voluntarily terminates their employment, this Article will not be applicable.

Loss of and/or Continuing Seniority

6.10 When an employee is absent from their normal job because of sickness, injury, or a leave authorized by the City, they will, on their return, be reinstated to the job classification they would have held had they not been absent, and during such absence, their seniority will accumulate as if they had been working.

6.11 Transfer/Promotion Outside Bargaining Unit

Employees permanently promoted or transferred to a position outside the Bargaining Unit will continue to accrue seniority for a maximum period of six (6) months following such promotion or transfer, as if they had remained in the Unit. Employees who return to the Bargaining Unit during such six (6) month grace period will retain all accrued seniority including the period they were out of the Unit. Employees who return to the Bargaining Unit after the six (6) month grace period will be granted seniority rights equal to that amount accumulated up to the original date of promotion/transfer outside the Unit, plus

the full six (6) month grace period. Employees, who are promoted or transferred to a position outside the Bargaining Unit and who return to the Unit under this section (6.11), will, after returning to the Unit, pay union dues for that portion of the six (6) month grace period they were out of the Unit, to a maximum of six (6) month's dues calculated on the same basis as applied immediately preceding the transfer or promotion.

This Article will only be applied to promotion, layoff and recall provisions of this Agreement.

ARTICLE VII - HOURS OF WORK, OVERTIME

Hours of Work

7.1 Outside Workers

- a) The regular work week for Operations Department employees will constitute forty (40) hours, Monday to Friday. The regular workday will constitute eight (8) hours.
- b) Operations Department employees will normally work from 7:00 AM to 3:30 PM, inclusive of one-half (0.5) hour unpaid lunch period.
- c) The regular work week for Parks & Facilities Department employees, not working a 4x4 schedule, will constitute forty (40) hours, Monday to Friday. The regular workday for such employees will constitute eight (8) hours.

7.2 Inside Workers

The regular work week for Inside Workers will be thirty-seven and one-half (37.5) hours, Monday to Friday, and the workday will constitute seven and one-half (7.5) hours. Inside Workers will normally work the hours of 8:30 AM to 5:00 PM, inclusive of one (1) hour unpaid lunch period except for:

- a) RCMP Clerks - the normal hours will be 8:00 AM - 4:30 PM. These hours may be varied by the City if operational requirements are not being met, provided the varied hours fall between 7:00 AM and 6:00 PM.
- b) Engineering - the above hours may be varied as mutually agreed between the City, the employee(s) involved and the Union.
- c) Bylaw Enforcement Officer - hours to be established by the City between 8:30 AM and 5:00 PM, up to five (5) consecutive days per week unless the employee and the Union agree otherwise.
- d) Inside Workers will be eligible to work flexible hours, provided that the City does not incur any increased costs as a result, its customer service requirements are being met to its satisfaction and the hours to be worked are mutually agreed upon by the City, the employee(s) involved and the Union.

7.3 Shift Work

In the event of a condition requiring shift work, the shifts will be:

Day Shift	7:00 AM - 3:00 PM
Afternoon Shift	3:00 PM - 11:00 PM
Night Shift	11:00 PM - 7:00 AM

Shift work will be distributed as equally as possible among qualified employees.

7.4 In the event an employee's regular shift is altered by the City during the normal work week cycle, the employee will be paid at the applicable overtime rate for the first altered shift worked. It is not considered a shift change under this section when a regular part-time employee works additional straight time hours or when an employee works overtime before/after the start of the employee's regular shift.

7.5 Shift Premiums

Work performed on afternoon shifts will be paid a **seventy** cent (\$0.70) per hour premium differential, and for night shift, a differential of **eighty-one** cents (\$0.81) per hour will be paid. In the cases where overtime is worked on afternoon shift or night shift, the premium differential will be calculated as follows:

Example: 1.5 (or 2 as may be applicable) X base + shift differential applicable.

7.6 A premium of one dollar and fifty-three cents (\$1.53) per hour will be paid for all work performed by employees on their regularly assigned shifts between the commencement of the first shift on Saturday and the termination of the last shift commencing on Sunday. The premium will not be paid for hours worked at overtime, paid holidays or standby rates.

7.7 Overtime

Work performed in excess of seven and one-half (7.5) hours in a day, or thirty-seven and one-half (37.5) hours in the week by Inside Workers and work performed in excess of eight (8) hours in the day and forty (40) hours in the week by Outside Workers, will be on the basis of one and one-half times (1.5X) the base rate for the first three (3) hours in any one (1) day, and two times (2X) for any hours in excess of three (3) and two times (2X) the base rate for overtime in excess of eight (8) hours in one (1) work period.

For the purpose of the above, the working period will be defined as an employee's complete period of rest and work days starting with the employee's first scheduled rest day and concluding with the employee's last scheduled work day; for example, in a period of two (2) days rest followed by five (5) work days, the working period is the said seven (7) days.

7.8

- a) When time and one-half (1.5X) overtime is worked, it will be offered to employees who have indicated their interest by the departmental sign-up sheet, as follows:

A weekly sign-up sheet will be made available for employees willing to be called in on their regularly scheduled days off to perform overtime.

The City will use this sign-up sheet when it is necessary to call in employees on their scheduled days off. In order to be first considered for call-in overtime, employees must put their names on the sheet and they must have the ability to immediately perform the work involved. Employees who put their names on a sign-up sheet will be treated equitably in the assignment of call-in overtime. If there are an insufficient number of employees with required ability on the sheet, the City may fill its overtime requirement at its discretion.

Aquatic Centre sign-up sheets will cover a three (3) week period, City Hall, Parks & Facilities, and the Operations Department's sign-up sheets will cover a one (1) week period. The week runs from Monday - Sunday.

In the case of double time (2X) overtime that is an extension of time and one-half (1.5X) overtime, the employees already performing the work will normally continue to do so. When double-time (2X) that is not an extension of time and one-half (1.5X) overtime cannot be avoided, the procedure set out above will also be followed.

A request by an employee not to work overtime will not be unreasonably denied by the City. The City's Operations managers and the Manager of Parks & Facilities will maintain an overtime record for the employee various crews, on a crew by crew basis, including overtime worked, overtime offered but refused, and overtime offers not made because an employee could not be contacted. These records will be made available to the Union on its request, provided reasonable notice is provided. Subsection (a) is not intended to take precedence over the provisions of Articles 0.2 d) x. or 7.8.

With the exception of subsection (c) below, when time and one-half (1.5X) overtime is worked, it will be offered to members of the particular crew on the following basis:

- i. Following that, to the regular employee on that crew with the required ability wishing to work such overtime, then
 - ii. To seasonal employees on that crew with the required ability wishing to work such overtime, then
 - iii. To casual employees on that crew with the required ability wishing to work such overtime.
- b) Employees will have the option of taking time off in lieu of pay for all overtime hours worked, at the equivalent ratio of hours earned, subject to option being made by the employee at the time the overtime is incurred and provided that such time off is taken before the end of the calendar year following the year in which the overtime was worked.

The maximum amount of time that any employee may have in the employee overtime accrual at any one time is as follows: Outside Workers - eighty (80) hours; Inside Workers - seventy-five (75) hours. Such time off may only be taken at times that are mutually agreeable to the City and the employee(s) involved. When an employee is unable to take banked time off within the permitted time period, such banked time may be paid out, at the City's option. Banked time taken or paid out will be at the employee's regular rate of pay (i.e. the rate applicable to the employee's current incumbent position).

- c) Laid off regular employees on the recall list will be offered work that would otherwise be performed at overtime rates by a non-laid off employee on the basis of the following:

- i. The City will not be required to offer work to a laid off regular employee under this subsection (c) if it would result in overtime or increased wage costs that would not otherwise be incurred, or there would be delay in work or loss in production as a result of so doing, but the City may do so at its discretion when it believes it would be more cost effective to do so.
- ii. The City is not required to offer work to laid off regular employees under this subsection (c) when the work in question is continuous with a straight time shift (i.e. occurring immediately before a straight time shift and continuing into such straight time shift or occurring during a straight time shift and continuing after such shift), but the City may do so at its discretion when it believes it would be more cost effective to do so.
- iii. Laid off regular employees seeking to work under this section must have the ability to perform the job(s) in question.
- iv. Laid off regular employees seeking to work under this section must make their desire known to the applicable manager well in advance and will provide the applicable manager with a telephone number where they can be reached without delay.
- v. Laid off regular employees seeking to work under this section must make themselves readily available at the phone number so provided. The City is deemed to have met its obligation under this section by attempting to reach the laid off employee at the phone number so provided.
- vi. Laid off regular employees who perform work under this section are not considered recalled under Article 6.7 and Article 6.1 do not apply to such employment.
- vii. Work performed under this section will be paid at the applicable straight time rate unless the employee in question performs sufficient work in a work day or work week to otherwise qualify for overtime under Article 7.7. No minimum guarantee of hours will apply to such work under this Agreement.

7.9 Call Out

- a) If an employee is called out to work at a time other than the beginning of the employee's regular shift, they will receive a minimum of four (4) hours pay at their base rate, or one and one-half times (1.5X), whichever is the greater.
- b) For purposes of the four (4) hour guarantee under this Article, a call-out is deemed to have occurred when an employee is contacted to return to work after leaving the work place following completion of their regular shift, provided that such call-out does not continue into the next regular scheduled shift. When an employee commences work prior to their regular scheduled shift and such work is continuous with their next regular shift, overtime rates will apply to such work.
- c) The above call-out commences immediately upon contact with the employee and the employee agrees to perform the work available.

7.10 In the event an employee is recalled during their scheduled vacation, payment will be at the rate of two times (2X) the applicable base rate for all such work performed. Employees thus affected will also be granted equivalent days off as vacation.

7.11 Reporting Pay

If an employee reports for work on their regular shift and no work is available, they will receive three (3) hours pay at the base rate, provided they have not been contacted the previous day that they need not report.

7.12 Stand By/On Call

Stand-By Rates: The City will pay two (2) hours per day at the employee's regular rate on their scheduled day or four (4) hours per day at the employee's regular rate on their scheduled day off, plus any call outs to a maximum of twenty-four (24) hours per day, for employees required to be on stand-by.

The employee's responsibility when responding is limited to confirming there is a problem, acting within the confines of employees' job duties and notifying the appropriate manager.

The above call-out commences immediately upon contact with the employee.

7.13 Agreement to Mutually Exchange Shifts

A shift exchange will be initiated by an employee. There will be a written agreement between two employees, one requiring time off and the other employee to cover the vacant shift. The written agreement shall contain the names, dates, times and signatures of the affected employees, and will be submitted to their supervisor for approval. It is to be solely the responsibility of the employees to initiate, achieve and fulfil this agreement. The employee covering the vacant shift must hold all certificates and licenses required to complete the required duties of the absent employee. There is to be no additional cost to the employer as a result of any shift exchange. Requests for this mutually agreed shift exchange by employees will not be unreasonably denied.

7.14 Operator 1, 2, 3

- a) There will be a limited number of Employees in each category as decided by the City. The City will notify the Union of any changes.
- b) The City will offer training to advance to the next level based on seniority and will be subject to subsection (c).
- c) Employees must provide written decline of training to advance to the next level. The Employee may rescind their written decline at any time.
- d) Advancement will only come through a Job Posting.
- e) Employees must have training hours and education hours to be paid the applicable rate of the job to which they've been transferred as per **section j) and** Schedule C.
- f) Updated Driver's Abstract, proof of training hours, and education completed must be provided to the Manager of Human Resources before advancement.
- g) The City will determine who the trainer will be. The Trainer will be paid \$1 per hour more than their existing job group.

- h) **The employer will track all training hours for employees as reported on employee's timesheet.**
- i) All training hours will be considered cumulative **in relation to consideration of advancement to the next level.** Employees will receive credit for all hours already accumulated regardless of posting, for specific pieces of equipment as per Schedule C (below).
- Operator 1 who is in training for Operator 2, will require completion of **one thousand five hundred and forty-six (1546)** hours of Operator 2 training to be eligible for an Operator 2 position. Required education hours are included in this total and must also be met.
 - Operator 2 who is in training for Operator will require completion of **one thousand two hundred and sixty (1260)** hours of Operator 3 training for a total of **two thousand eight hundred and six (2806) hours (1546 + 1260 = 2806)** to be eligible for an Operator 3 position. Required education hours are included in this total and must also be met.
- j) Employees will be paid for a higher Operator level only when they are the successful candidate for a job posting at that level or when replacing, relieving or filling an additional position required by the City **and they are operating a piece of equipment for which** they have completed all required training hours as per Schedule C (below).
- Operators without complete training and education hours for higher level Operator assignments will be paid one dollar (\$1.00) per hour above their regular rate when replacing, relieving or filling an additional position required by the City **and operating a piece of equipment for which they have not completed all required training hours as per Schedule C.**
- k) In the event of a reduction, Article 6.6 will apply.

SCHEDULE C

OPERATOR 1, 2, 3 TRAINING HOURS

Operator 1, 2, 3	Equipment	Training Hours	Education Hours	Training and Education Hours
Operator 2	Front End Loader	300		
	Trail Maintenance Machine	250		
	Street Sweeper (Class 3)	250		
	Sanitation Truck (Class 3)	300		
	Plow Truck (Class 3)	175		
	Sand Truck (Class 3)	175		
	Water Tender (Class 3)	24		
	Truck & Trailer (Class 1)	40		
		Total 1514	32	Total comb. hrs. = 1546
Operator 3	Tracked Excavator	480		
	Motor Grader (earth works)	300		
	Motor Grader (snow & Ice works)	300		
	Rubber Tire Backhoe	100		
		Total 1180	80	Total comb. Hrs. (Op 2 & Op 3) = 2806

ARTICLE VIII - WAGES

GENERAL

- 8.1** The S.E.S (“Simple Effective Solution”) Job Evaluation Manual is incorporated into this Agreement and its provisions will apply as set forth in full herein.
- 8.2** Each employee's job will be described and classified and a rate of pay applied to each employee in accordance with the provisions in this Agreement. Job Groups and Job Titles are set forth in table below.
- 8.3** The Standard Hourly Wage Schedule set forth below and any increases thereto will become effective on the dates specified therein.

The rates for each Job Group set forth in the Wage Schedule below will be the standard hourly rate for all jobs classified within such Job Group and will be applied to any employee in accordance with the provisions of this Agreement.

OUTSIDE WORKERS Formula*

	Increment	Base Rate
March 1, 2024	\$0.5507	\$26.43
March 1, 2025	\$0.5755	\$27.62
March 1, 2026	\$0.5985	\$28.72
March 1, 2027	\$0.6165	\$29.58

*((Job Group - 1) x Increment) + Base Rate = Wage

OUTSIDE Job Class Title	Job Group	2024	2025	2026	2027
Chief Operator - Utilities	25	39.65	41.43	43.08	44.38
Chief Electrician	24	39.10	40.86	42.49	43.76
Chief Shop	24	39.10	40.86	42.49	43.76
Chief Operator - Facilities	23	38.55	40.28	41.89	43.14
Chief Operator - WWTP	23	38.55	40.28	41.89	43.14
Utility Operator III	22	37.99	39.71	41.29	42.53
Heavy Duty Mechanic	21	37.44	39.13	40.69	41.91
Electrician	21	37.44	39.13	40.69	41.91
Millwright	21	37.44	39.13	40.69	41.91
Carpenter	21	37.44	39.13	40.69	41.91
Welder/Fitter	21	37.44	39.13	40.69	41.91
Facilities Maintenance	20	36.89	38.55	40.09	41.29
Purchasing & Inventory Control Clerk	20	36.89	38.55	40.09	41.29
WWTP Operator III	20	36.89	38.55	40.09	41.29
Chief Operator - Roads	20	36.89	38.55	40.09	41.29
Parks & Arena Caretaker II	18	35.79	37.40	38.89	40.06
Utility Operator II	18	35.79	37.40	38.89	40.06
WWTP Operator II	18	35.79	37.40	38.89	40.06
Utility Equipment Operator	18	35.79	37.40	38.89	40.06
Roads Operator 3	17	35.24	36.83	38.30	39.44

Parks & Arena Caretaker I	17	35.24	36.83	38.30	39.44
Utility Operator I	17	35.24	36.83	38.30	39.44
WWTP Operator I	17	35.24	36.83	38.30	39.44
Aquatic Coordinator	16	34.69	36.25	37.70	38.83
Roads Operator 2	13	33.04	34.53	35.90	36.98
Parks & Facilities Operator	11	31.94	33.38	34.71	35.75
Purchasing & Inventory Assistant	11	31.94	33.38	34.71	35.75
Utility Operator in Training	11	31.94	33.38	34.71	35.75
WWTP Operator in Training	11	31.94	33.38	34.71	35.75
Electrician Assistant	9	30.84	32.22	33.51	34.51
Roads Operator 1	8	30.28	31.65	32.91	33.90
Labourer	5	28.63	29.92	31.11	32.05

AQUATIC WORKERS Formula*

	Increment	Base Rate
March 1, 2024	\$0.5507	\$25.19
March 1, 2025	\$0.5755	\$26.32
March 1, 2026	\$0.5985	\$27.37
March 1, 2027	\$0.6165	\$28.19

*((Job Group - 1) x Increment) + Base Rate = Wage

AQUATIC Job Class Title	Job Group	2024	2025	2026	2027
Acting Aquatic Coordinator	15	32.90	34.38	35.75	36.82
Lifeguard/Instructor II	12	31.25	32.65	33.95	34.97
Lifeguard/Instructor I	9	29.60	30.92	32.16	33.12
Aquatic Head Cashier	8	29.04	30.35	31.56	32.51
Aquatic Cashier	4	26.84	28.05	29.17	30.04

INSIDE WORKERS Formula

	Increment	Base Rate
March 1, 2024	\$0.5507	\$26.43
March 1, 2025	\$0.5755	\$27.62
March 1, 2026	\$0.5985	\$28.72
March 1, 2027	\$0.6165	\$29.58

*((Job Group - 1) x Increment) + Base Rate = Wage

INSIDE Job Class Title	Job Group	2024	2025	2026	2027
Building Inspector 3	27	40.75	42.58	44.28	45.61
Building Inspector 2	26	40.20	42.01	43.68	44.99
Planner	25	39.65	41.43	43.08	44.38
Building Inspector 1	22	37.99	39.71	41.29	42.53
GIS Technician	22	37.99	39.71	41.29	42.53
Chief Operator - Engineering/EAll	20	36.89	38.55	40.09	41.29
Engineering Assistant I	19	36.34	37.98	39.49	40.68
Receivables Clerk	19	36.34	37.98	39.49	40.68
Payroll Benefits Administrator	19	36.34	37.98	39.49	40.68

Police Services Assistant II	18	35.79	37.40	38.89	40.06
Accounts Payable Clerk	18	35.79	37.40	38.89	40.06
Bylaw Enforcement/Animal Control Officer	17	35.24	36.83	38.30	39.44
Police Services Assistant I	17	35.24	36.83	38.30	39.44
Senior Cashier Clerk	16	34.69	36.25	37.70	38.83
Payroll Clerk	14	33.59	35.10	36.50	37.59
Operations Clerk II	14	33.59	35.10	36.50	37.59
Operations Clerk I	13	33.04	34.53	35.90	36.98
Reception/Cashier	11	31.94	33.38	34.71	35.75
Reception Clerk	9	30.84	32.22	33.51	34.51

8.4 Effective on the dates specified in the Wage Schedule, all employees will have their rates of pay adjusted as follows:

- a) If an employee's rate of pay on the dates specified in the Wage Schedule is below the standard hourly rate for the employee's Job Group, the employee's rate will be adjusted to conform to the applicable wage rate for that employee's Job Group.
- b) If an employee's rate of pay on the dates specified in the Wage Schedule is above the standard hourly rate for that employee's Job Group, the employee will be paid an out-of-line differential equal to the amount of such difference. This out-of-line differential will be "red circled" as follows:
 - i. If the rate of pay for the Job Group 1 in the applicable wage schedule increases, the rate of pay for such employee will be increased by the amount by which the Job Group 1 has been increased. If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job the amount by which such employee's new rate is greater than the rate provided for above will become the employee's out-of-line differential that will replace the employee's former out-of-line differential which will apply in accordance with the provisions of this Agreement.
 - ii. If the employee's new rate resulting from such increase is equal to or less than the standard hourly rate for the job, the rate of pay of such employment will be adjusted to conform to the standard hourly rate for the job and the employee's out-of-line differential will be terminated.

8.5 As of the date the Wage Schedule becomes effective, the standard hourly wage rate for each Job Group will apply for all jobs classified within such a Job Group and will so continue for the duration of the applicable Wage Schedule and will be applied to any employee in accordance with the provisions of this Agreement.

8.6 Each Standard Wage Schedule rate established in Article 8.3 will be:

- a) The established rate of pay for all hours paid for a non-incentive job; and
- b) The established base rate and minimum guaranteed rate of pay under any incentive applied to the job in accordance with the provisions of this Article VIII.

8.7 Except as otherwise provided by this Agreement, the established rate of pay for each job will apply to any employee during such time as the employee is required to perform such job.

8.8 Except as otherwise provided, no basis will exist for an employee covered by this Agreement to allege that a wage inequity exists.

OUT-OF-LINE DIFFERENTIALS

- 8.9** The City will furnish to the Union a list, agreed to by the City and the Union, of employees who are to be paid out-of-line differentials. Such a list will contain the following information:
- a) Names of incumbents who will receive out-of-line differentials.
 - b) Job title of job on which such out-of-line differential is being paid
 - c) Job classifications of the incumbents.
 - d) Standard rate of such job.
 - e) The amount of such out-of-line differentials.
 - f) The effective date of such out-of-line differentials.
- 8.10** Except as such out-of-line differentials may be changed by the means hereinafter provided, any employee included in the list referred to in Article 8.9 will continue to be paid such out-of-line differential during such time as the employee continues to occupy the job for which the out-of-line differential was established.
- 8.11** If an employee with an out-of-line differential is transferred or assigned to a job having a higher Standard Wage Schedule rate, then the differential will be reduced by the amount of the increase in the Standard Wage Schedule rate.
- 8.12** If, as a result of a layoff and the exercise of seniority rights, an employee with an out-of-line differential is moved to a job having a lower Standard Wage Schedule rate, then the out-of-line differential will be cancelled.
- 8.13** If such employee, referred to above, returns to the job for which the out-of-line differential was established, the out-of-line differential will be reinstated except as it may have been reduced or eliminated by other means.
- 8.14** When an employee, in accordance with the terms of this Agreement, is entitled to receive their regular rate, they will also receive any out-of-line differentials to which they are entitled.
- 8.15** In addition to the means herein provided, increases in the increment between Job Groups will be used to reduce or eliminate out-of-line differentials.
- 8.16** Except for the application of the out-of-line differentials as called for herein, the terms of this Agreement governing transfers will apply.

LEAD HAND

- 8.17** The Lead Hand is the employee that has the combined responsibility of directing a group of three (3) or more employees (including the Lead Hand) as well as performing some of the same work as the group, and:
- a) The employer has the right to appoint the Lead Hand, seniority considered, and;

- b) The Lead Hand will be paid one dollar **and twenty-five cents (\$1.25)** per hour above their applicable hourly rate.

The Lead Hand provision does not apply to Aquatic Centre or Inside Workers.

LEARNER PERIODS - OUTSIDE WORKERS

- 8.18** Learner periods and positions will be in accordance with Schedule C (Article 7.14).
- 8.19** When an employee is learning a new job, the rate of pay of the job the employee is learning is less than the employee’s current rate of pay, the employee will maintain the higher rate.

PROGRESSIONAL RATES - INSIDE WORKERS

All existing employees, at the date of ratification will not be negatively affected by the re-introduction of progressional rates.

- 8.20** An employee who is learning will maintain their current rate until such time as the rate in the applicable learning period is equal to or exceeds their present rate.
- 8.21** An employee posted from one job to another job in a higher job class will be assigned to that training level of the job to which posted which is next higher than the rate from which they came.
- 8.22** Upon achieving completion of a Progressional period the City will pay the employee the rate of the next progression on the eligible date.

Inside Workers Progressional Rates	Training Level 1	Training Level 2	Training Level 3	Training Level 4	Standard	
Job Classifications	1-3 months	4-6 months	7-9 months	10-12 months	Rate	# of Training Periods
	Job Group	Job Group	Job Group	Job Group	Job Group	
		*	*	*	8	1 three month
Reception Clerk	6	*	*	*	9	1 three month
		*	*	*	10	1 three month
Reception/Cashier	8	10	*	*	11	1 six month
Operations Clerk I	9	11	*	*	12	1 six month
			*	*	13	1 six month
Operations Clerk II	9	11	12	*	14	1 nine month
Payroll Clerk	9	11	12	*	14	1 nine month
				*	15	1 nine month
Senior Cashier Clerk	10	12	14	*	16	1 nine month
Police Services Assistant I	10	12	15	*	17	1 twelve month
Police Services Assistant II	10	12	15	17	18	1 twelve month
Accounts Payable Clerk	10	12	15	17	18	1 twelve month
Receivables Clerk	11	13	15	17	19	1 twelve month
Payroll Benefits Admin.	11	13	15	17	19	1 twelve month

TEMPORARY TRANSFERS

8.23 An Outside worker temporarily transferred from their regular job will be paid the rate of the job to which they have been transferred, provided such rate is not less than that of their regular job. If the rate of the job to which they have been temporarily transferred, but not a result of a layoff, is less than the rate of their regular job, they will be paid the rate of their regular job during the period of such temporary transfer, except as provided in 6.5 e).

An Inside worker temporarily transferred to a higher job group, will be paid at the rate of the employee they are replacing. At the end of the temporary assignment the employee will revert to the applicable rate on their regular job.

8.24 When an employee is required to work on jobs of different classifications during the course of the day, the employee will be paid at the higher rate job group for a minimum of four (4) hours of work performed in that day. This Article VIII is of no effect unless the employee works a minimum of one (1) hour at the higher rated classification during that day.

ERRORS AND OMISSIONS

8.25 Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, job groups, or Standard Wage Schedule rates will be corrected to conform to the provisions of this Agreement.

8.26 There will be a committee known as the SES Committee, consisting of two (2) persons appointed by the Union, and two (2) persons appointed by the City to represent the City.

Either party may change its representatives from time to time. The City and Union will designate in writing to each other their committee members and alternates.

Additionally, and included in the committee, if and when required, there will be a referee appointed by the City and a referee appointed by the Union.

SES Committee meetings will be held as frequently as required, at mutually agreeable times.

The City agrees to grant time off from their regular work to the Union appointees on the SES Committees to perform their SES Committee responsibilities. This time off will be considered as time worked and the Union Committee members will:

- a) Accumulate any seniority to which they normally would be entitled;
- b) Receive their regular rate of pay from the City as based upon a normal work week; and;
- c) Return to their regular employment when their SES work is completed.

Third Party - If the referees are unable to resolve any Job Evaluation issues, Amanda Rogers will be the umpire to deal with unresolved Job Evaluation matters. If Amanda Rogers is not available then the parties will refer to Article 5.1 b) list of Arbitrators.

8.27

When the City of Kimberley Emergency Operations Centre (EOC) is activated, employees may be assigned duties in an emergency response capacity outside of their currently held position.

The emergency response assignment(s) will be given based on availability and skills. If applicable, overtime rates will be paid as per Article 7.7 or XXIIc) depending on the employee's currently held position. Overtime worked in an emergency response capacity shall be paid out in accordance with the Emergency Management British Columbia (EMBC) rules.

ARTICLE IX - PAID HOLIDAYS

9.1 For the following paid holidays not worked, employees will be entitled to payment at the employee's base rate:

New Year's Day	Labour Day
B.C. Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	Two Floating Days

Plus all other statutory holidays proclaimed by the Federal or B.C. Provincial Government.

A "Paid Holiday" is also known as a **Stat**. Floating Days are extra days agreed to in bargaining for the benefit of the employee.

- a) For the purpose of this Agreement, a paid holiday is defined as being from the start of any shift and continuing for a period of twenty-four (24) hours.
 - i. When an employee works less than eight (8) hours on a paid holiday, they will be paid for hours so worked at the rate of two and one-half times (2.5X) the base rate, as provided in Article 8.3, and the remainder of the eight (8) hours will be at straight time. If an employee works more than eight (8) hours they will be paid at the rate of two and one-half times (2.5X) for all work so performed.
 - ii. To qualify for paid holiday pay, an employee must have worked the employee's last scheduled shift before the holiday and the employee's first scheduled shift after the holiday, but an employee may notify one (1) week prior if absent for the day before or day after and still qualify.
- b) The Floating Days will be added to vacation allotment and will be taken at a time that is suitable to both the City and the employee. To qualify for the floating days, an employee must have had at least one hundred and twenty (120) days continuous service with the City immediately prior to the holiday. The floating days must be used prior to the end of a calendar year otherwise it will be paid out.

9.2 For those employees working five (5) days followed by two (2) days off, the following will apply:

- a) When a paid holiday falls on a Saturday or a Sunday, the following Monday will be deemed to be the paid holiday for the purposes of applying the terms of the Collective Agreement. When consecutive paid holidays fall on Saturday and Sunday, the following Monday and Tuesday will be deemed to be the paid holidays for purposes of applying the terms of the Collective Agreement.

When consecutive paid holidays fall on Sunday and Monday, the Monday and the following Tuesday will be deemed to be the paid holidays for purposes of applying the terms of the Collective Agreement.

In no event will more than one (1) day be considered as the "paid holiday".

- b) An employee who is not required to work on the "paid holiday" will be paid seven and one half (7.5) hours for Inside Workers or eight (8) hours for Outside Workers. For the purpose of this Article, engineering employees and the Bylaw Enforcement Officer will be deemed to be Inside Workers. This provision will not apply to those employees referred to in Article 9.3 of this Agreement.
- c) An employee who is required to work on the "paid holiday", will be paid two and one-half times (2.5X) the base rate for all hours worked. In the case of a call out on a paid holiday, the employee will be paid the call out rate or two and one-half times (2.5X) the base rate of the employee, whichever is greater for all hours worked.
- d) There will be no time off in lieu of the holiday granted to employees who have worked on the designated holiday; however, employees will still have the option of banking the overtime premium paid at one and one-half times (1.5X) the base rate as per Article 7.8. (For example, on an eight (8) hour shift, the employee working on a paid holiday would be entitled to be paid eight (8) hours straight time and bank twelve (12) hours.)

9.3 Regular part-time and probationary employees who have completed at least thirty (30) calendar days service will receive the above listed paid holidays (except floating holidays that require one hundred and twenty (120) calendar days continuous service) as follows:

- a) Probationary full-time employees will be paid at their normal and regular basic rate of pay for such named holidays.
- b)
 - i. 1st year of employment:
Regular part-time employees, including probationary regular part-time, will be paid at the percentage of full-time hours as recorded in their personnel file. Any increase to the percentage of full-time hours will result in an increase to the current percentage of Paid Holidays.
 - ii. 2nd year of employment and subsequent years:
Regular part-time employees will be paid at the percentage of full-time hours, for paid hours in the previous calendar year (including unpaid sickness or Maternity Leave), or the percentage of full-time hours recorded in their personnel file, whichever is greater.

Any increase to the percentage of full-time hours will result in an increase to the current percentage of Paid Holidays.

A decrease to the percentage of full-time hours will not affect the recorded percentage of Paid Holidays from the previous calendar year.

ARTICLE X - ANNUAL VACATION

Vacation Entitlement

10.1 Regular employees will be entitled to annual vacation as follows:

Continuous Service	Annual Vacation
In the 1st service year	10 working days
In the 2nd service year	15 working days
In the 6th service year	20 working days
In the 8th service year	21 working days
In the 10th service year	22 working days
In the 12th service year	23 working days
In the 14th service year	24 working days
In the 16th service year	25 working days
In the 18th service year	26 working days
In the 20th service year	27 working days
In the 22nd service year	28 working days
In the 24th service year	29 working days
In the 26th service year	30 working days
In the 28th service year	31 working days
In the 30th service year	32 working days
In the 32nd service year	33 working days
In the 34th service year	34 working days
In the 36th service year	35 working days

- 10.2 Regular full-time employees will earn the above vacation entitlements on the basis of their years of service (i.e. anniversary date to anniversary date). This is defined as a "service year" for purposes of this Article.
- 10.3 This Article 10.3 applies only to earned vacation taken on or after January 1st, 2010. Regular employees will take their earned vacation entitlements on a calendar year basis (i.e. January to December). This is defined as a "calendar year" for purposes of this Article X. On or after January 1st of each calendar year, employees will be eligible to take the entire amount of paid vacation to which they will be entitled to receive under Article 10.1 in that calendar year, by way of an advance under Section 10.7 below (see LOU 3).
- 10.4 Vacation pay will be paid on the basis of the employee's normal and regular basic straight time rate of pay (i.e. the rate applicable to the employee's current posted position).
- 10.5 A working days' vacation for a regular part-time employee will be a prorated day based upon the percentage of full-time hours for which the employee was paid in the previous calendar year, (including unpaid Union leave and unpaid time lost because of sickness or injury for up to one (1) year). A working days' vacation for full-time Outside Workers will be eight (8) hours; a working days' vacation for full-time Inside Workers will be seven and one-half (7.5) hours.
- 10.6 Vacation may be utilized in minimum blocks of one-quarter (0.25) hour, provided such vacation is approved in advance by the applicable department manager.
- 10.7 Regular employees will be advanced their vacation in each calendar year provided that, if an employee's employment terminates for any reason after the advanced vacation is taken but before

such vacation has been earned, the amount of such unearned advance will be repaid by the employee and, without limiting generality, the City will have authority to collect such overpayment by payroll deduction.

- 10.8** For each period of thirty (30) consecutive days a regular employee is absent from work in a service year, the vacation pay (not vacation time off) that they earn in that year and entitled to in the immediately following calendar year will be reduced by one-twelfth (1/12). Only time spent on vacation for which the employee is paid or time lost because of sickness or injury will be considered as time worked. An employee absent in excess of one (1) year due to sickness or injury will not be eligible to earn further vacations unless they return to active employment.
- 10.9** Regular employees whose employment terminates for any reason will be paid out for any vacation that has been earned but has not been taken at the time of the termination. In cases of layoff, regular employees may defer receiving a payout of their unused vacation until some other date during their recall period.
- 10.10** Employees who are entitled to receive vacation under Article 10.1 will submit their vacation requests to the applicable department manager by January 31st of each year. These requests shall be approved by the applicable department manager, by February 28th, as operationally feasible. The approved/amended vacation schedule will be posted by February 28th.

When two (2) or more employees are seeking to be off on vacation during the same period and the City limits the numbers who take vacation during that period, seniority will be the determining factor.

If the City cancels an employee's approved vacation thirty (30) calendar days or less before the date the vacation is to start, the employee will be paid at the rate of two times (2X) the applicable base rate for all vacation days so cancelled that are worked, and the employee will be granted equivalent vacation days off at another mutually agreed time.

The employer will make every reasonable effort to ensure the employee's approved vacation is not interrupted.

Special Vacation

- 10.11** Regular employees with greater than five (5) service years will be entitled to a Special Vacation Program consisting of fifteen (15) working days in addition to the employee's regular vacation entitlement. During each subsequent five (5) service year qualifying period, those employees will be entitled to a further fifteen (15) working days of Special Vacation.

Special Vacation will be taken at times that are suitable to both the City and the employee and must be taken within the subsequent five (5) year qualifying period. The allocation of regular vacations will have priority over the allocation of Special Vacations.

Regularly scheduled part-time employees will be entitled to Special Vacation pay on a pro-rata basis to full-time.

Special Vacation is paid at employee's base rate (as per Article 10.4).

All current regular employees, including Aquatic Center employees will earn Special Vacation entitlements as per the collective agreement and continue to do so during their term of employment. All employees hired after the date of ratification (**August 29, 2016**) shall not be entitled to Special Vacation.

Banked Vacation

10.12 Regular employees may bank unused vacation entitlements in accordance with the following subsections:

- a) The total amount of unused vacation that any employee may have in their bank at any one time will be a maximum of ten (10) working days.
- b) Payment for banked vacation will be at the rate in effect when such payment is made.
- c) Banked vacations must be taken as time off before the end of the calendar year following the year in which the vacation was banked. Banked vacations may only be taken at times that are mutually agreeable to the City and the employee(s) involved. When an employee is unable to take banked time off within the permitted time period, such banked vacation will be paid out.

10.13 An employee's current accumulated time off and current vacation entitlement will be set out on the employee pay statements.

ARTICLE XI - SICK LEAVE

11.1 Regular employees will be entitled to sick leave, without loss of pay, amounting to one (1) day per month and accumulative to not more than one hundred and forty (140) working days. Benefit will be payable to employees for disability due to sickness or injury.

- A medical certificate from a qualified medical practitioner must be delivered to **the Department Manager** for employees who are absent more than five (5) consecutive days. **In the Department Manager's absence, Medical Certificates shall be presented to the Manager of Human Resources.** The City of Kimberley will pay for all medical notes requested;
- Article 10.8 applies.
- Absence in excess of 1 year, the employee is not eligible for further sick leave.
- All accrued Sick Leave must be used for absence due to sickness or injury, before unpaid sick leave is awarded.
- A minimum of one (1) hours' notice prior to start of shift, if reasonably possible, for calling in absent.

11.2 An employee will not qualify for sick pay if they received remuneration from other employment during the certified period of the claim.

11.3 Family Emergency Leave

In the case of care, illness or hospitalization of a member of an employee's immediate family, as defined in Article 0.7, when no one other than the employee can care for such person, the employee will be entitled to utilize their yearly sick leave entitlement for this purpose, to a maximum total of five (5) days in any year.

A request for additional Family Emergency Leave must be made in writing to Human Resources with final approval by the Chief Administrative Officer (CAO). Employees may be permitted to utilize up to five (5) additional sick leave days under this section in any year, based upon the special circumstances of the particular case, which requests will not be unreasonably denied.

11.4 Payout of Sick Leave

The City will pay upon retirement or termination at the minimum age of fifty-five (55) and maximum age of sixty-five (65) and upon death of any age, twenty-five percent (25%) of unused sick leave accumulation, plus after five (5) years' service an additional two percent (2%) per year based on a maximum of one hundred and forty (140) days accumulated sick leave. Payment will be made at the employee's current base rate of pay. Employees not covered by the Municipal Pension Plan qualify for the benefits under this Article.

Notwithstanding the above, it is agreed that the payout entitlements contained in this Article XI will be confirmed to existing entitled employees on the City's payroll as at July 12, 1993. New employees will be entitled to all rights as contained in Article XI except such payouts.

ARTICLE XII - LEAVE OF ABSENCE

General

12.1 Employees may request a personal Leave of Absence, Without Pay (LOAWP), in writing, through Human Resources. The LOAWP will be reviewed, and approved, by the department manager and the Manager of Human Resources. Regular employees must give three (3) weeks' notice. No request will be unreasonably denied.

Seasonal employees will arrange time off with their department manager prior to commencing employment or restart of seasonal employment. No request will be unreasonably denied. LOAWP for a seasonal with an emergency situation will not be unreasonably denied.

12.2 Approval for a LOAWP is subject to the requirements of City operations and the availability of replacements, for business purposes of the Union or good cause. The following will apply:

- a) In the event that a LOAWP is granted, after all paid time is used (except sick), and the employee wishes to continue such coverage, the employee will be responsible for paying their own share and the City's share of the cost of the Municipal Pension Plan, medical plans, dental plan and group life insurance, provided the terms of the carrier's plan permits such coverage to continue.
- b) The City requires that employee's taking LOAWP to pay such costs in advance before the start of each month.
- c) Where necessary, the City will request the existing benefit plan carrier to amend the existing benefit plans to provide for such coverage, provided there are no increased costs for so doing. The decision of the carrier in this regard will be final.
- d) Article 10.8 applies for annual vacation accrual.

Union Leave

12.3

- a) Time spent by employees delegated by the Union for the purpose of investigating and settling disputes and in attending Joint Consultation Committee meetings or in performing other Union business related to the administration of this Agreement will be considered as time worked.

Payment will be on the basis of straight time and under no condition will punitive rates be paid. The time to be paid under this Article 12.3 a) will be limited to a total of thirty-two (32) hours per month. Time spent under this Article 12.3 a) will be limited to a grand total of ninety-six (96) hours per quarter (i.e. every three months).

- b) Time spent as a member of the Bargaining Committee will be paid for by the City at straight time rates. The Union agrees that the Bargaining Committee will consist of no more than four (4) members.

The City and the Union agree that the intent of this Article 12.3 is that no member will lose any part of the employee regular pay by reason of that employee being a member of the Bargaining Committee.

It is further understood that this Article 12.3 b) refers to lost time only (see LOU 6).

- c) The City will grant leave of absence to employees who are appointed or elected to Union Office. The employee who obtains this leave of absence shall return to the City within thirty (30) calendar days after completion of his/her term of employment with the Union.
- d) The City will grant leave of absence to any employee for any Union business applied for by the Union in order that they may carry out their duties on behalf of the Union. The employee does not need to be on any Union committee in order to carry out duties on behalf of the Union. The City shall not be required to grant such leave when the number of employees on leave, or to be on leave, at any one time under this Section, exceeds five (5) in number; provided that the employer will grant leave to more than five (5) employees where, in its opinion, it will not have the effect of interfering with the City's ability to operate.
- e) In order for the employer to replace the employee with a competent substitute, it is agreed that before the employee receives the leave of absence set forth in clauses (c) or (d) above, the employer shall be given notice in writing; in the case of (c) twenty (20) calendar days and in the case of (d) five (5) calendar days.

Bereavement Leave

12.4

- a) Employees shall be entitled to bereavement leave without loss of pay amounting to three (3) working days for death in the immediate family, plus two (2) additional days when the employee is required to travel outside the Kootenay region. Employees may be permitted to take up to two (2) additional day's bereavement leave under this section. The employee will provide written request to the Manager of Human Resources and approval will be at the discretion of the Chief Administrative Officer, or designate, based upon the special circumstances of the particular case, which requests will not be unreasonably denied.
- b) **When** an employee attends any funeral on a work day **for anyone other than immediate family**, they shall be entitled up to one day, with no loss of pay per year. Such leave can be divided up into one-hour increments and is not cumulative.

Jury Leave

- 12.5** Any employee who is required to perform jury duty, or is subpoenaed to appear as a Witness (but not against the employer), on a day on which the employee would normally have worked will be

reimbursed by the City for the difference between the pay received for jury or witness duty and the employee's regular straight time hourly rate of pay for the employee's regularly scheduled hours of work.

Hours paid for jury or witness duty will be considered as hours worked for the purpose of qualifying for vacations and for recognized paid holidays.

Injury & Illness

- 12.6** The City will grant Leave of Absence to employees suffering injury or illness subject to a medical certificate if requested by the employer. The period of injury or illness under this section shall be considered as service for seniority. The terms and conditions of the Municipal Pension Plan shall apply regarding pensionable service.

ARTICLE XIII - MATERNITY, PARENTAL AND ADOPTION LEAVE

New parents, both mothers and fathers, or adopting, are entitled to leaves of absence without pay to care for newborn or newly-adopted children. An employee is entitled to apply for parental leave under this Article XIII providing the employee is either the:

- a) Mother or Father of an expected newborn child, or,
- b) Adopting parent of a child placed or about to be placed with the parent for the first time.

13.1 Birth Mother

- a) An employee, on her written request to Human Resources for pregnancy leave, is entitled to a leave of absence from work, without pay, for a period of **seventeen (17)** consecutive weeks or a shorter period if the employee requests, commencing **thirteen (13)** weeks immediately before the estimated date of birth or a later time the employee requests.

A request under subsection (a) must:

- i. be made, at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence pregnancy leave, AND
 - ii. if required by the City, be accompanied by a medical certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.
- b) Regardless of the date of commencement of the leave of absence taken under subsection (a), the leave will not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
 - c) A request for a shorter period under subsection (c) must be given in writing to the Manager of Human Resources at least **two (2)** weeks before the date that the employee indicates she intends to return to work and the employee must, if required by the City, furnish a medical certificate stating that the employee is able to resume work.
 - d) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (b), Human Resources will, on the employee's request and on receipt of a medical certificate of a medical practitioner stating that the employee has given birth or the

pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.

- e) Where an employee who has been granted leave of absence under this Article 13.1 is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the City will grant to the employee further leaves of absence from work, without pay, for a period specified in one or more medical certificates but not exceeding a total of six (6) consecutive weeks.

13.2 Parental Leave

- a) An employee who requests leave under paragraph (i), (ii) or (iii) of this subsection is entitled to
 - i. for a parent who takes leave under Article 13.1 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the leave taken under Article 13.1,
 - ii. for a parent, other than an adopting parent, who does not take leave under Article 13.1 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child or children, and
 - iii. for an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.
- b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).
- c) A request for leave must
 - i. be given in writing to the **Manager of Human Resources**,
 - ii. if the request is for leave under subsection (a) i. or ii., be given to the **Manager of Human Resources** at least four (4) weeks before the employee proposes to begin leave, and
 - iii. if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.
- d) An employee's combined entitlement to leave under Article 13.1 and this section is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under Article 13.1 e) or subsection (b) of this section.

Article 13.1 and 13.2 will apply unless coverage under the Employment Standards Act is greater, which would then apply.

13.3 Combined Leave

- a) Notwithstanding Articles 13.1 and 13.2, an employee's combined entitlement to a leave of absence from work for pregnancy and parental leave will not exceed a total of seventy-eight (78) weeks.

- b) The period of leave under this Article XIII, will be considered as service for seniority and vacation entitlement but not for vacation pay. The terms and conditions of the Public Sector Pension Plans Act will apply regarding pensionable service.
- i. Subject to the plans that are in place with the respective carriers, benefits will continue for employees on pregnancy leave and parental leave under this article XIII pursuant to the applicable terms of this Collective Agreement.

13.4 Working While on EI Claim

- a) The employer and the Union recognize the value of helping employees to stay connected with the employer.
- b) It is agreed and understood that the Service Canada - EI Working While on Claim Pilot Project candidates will be determined at the sole discretion of the employer.
- c) Employees will be under the provisions and regulations of the Employment Insurance benefits claim and the City of Kimberley's guidelines for this benefit.
- d) Employees will make their request for this program benefit in writing to their manager.
- e) Employees will discuss their interest in coming back to work within the Service Canada Guidelines with their manager.
- f) The City will continue to pay benefits of the employee as if they were still on a leave without pay as per the Collective Agreement.
- g) Employee will continue to pay Weekly Indemnity premiums as per the Collective Agreement.
- h) Employee continues to earn seniority and sick accrual as if they were still on a leave without pay as per the Collective Agreement.
- i) Employee does not earn paid vacation as if they were still on a leave without pay as per the Collective Agreement.
- j) Employee will pay regular taxes and employee pension share on earnings.
- k) Employee will be responsible for reporting City of Kimberley earnings to EI.

ARTICLE XIV - BENEFITS AND HEALTH CARE PLANS

14.1 Medical Plans

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

Regular full-time employees and regular part-time employees who are regularly scheduled to work half (0.5) time or greater, will be covered by Medical Services Plan of B.C. coverage on the first (1st) day of the month following their date of employment.

- b) Extended Health Benefits (EHB)

- i. Regular full-time employees and regular part-time employees who are regularly scheduled to work half (0.5) time or greater, will be entitled to Extended Health Benefits coverage, as a condition of employment, on the first (1st) day of the month following their date of employment.
 - Acupuncturist - \$500 per person per calendar year.
 - Chiropractor/Naturopath - \$500 per person per calendar year.
 - Massage practitioner - \$500 per person per calendar year.
 - Physiotherapist - \$500 per person per calendar year.
 - Podiatrist - \$200 per person per calendar year.
 - Psychologist - \$200 per person per calendar year.
 - Speech language pathologist - \$200 per person per calendar year.
- ii. The Extended Health Benefits Plan will include a Vision Care plan with a benefit level of up to five hundred dollars (\$500.00) every two (2) years for each eligible employee and dependents, plus eye examinations to a maximum cost of ninety dollars (\$90.00) every two (2) years.
- iii. The yearly deductible amount for Extended Health Benefits is fifty dollars (\$50.00) per family per year.
- c) The City will pay one hundred percent (100%) of the premium costs for MSP and EHB coverage under this Article.
- d) All other aspects of MSP and EHB coverage under this Article XIV are subject to the plan provisions in effect with the applicable insurance carriers.
- e) The employer will establish and fund a Health Spending Account (HSA) for each employee who is eligible to receive Dental Plan and Extended Health Benefits Plan under this Article XIV. The amount of each employee's yearly HSA will be as follows:

Regular full-time employees:	\$425.00 per calendar year (January - December). Benefit is cumulative.
Regular part-time employees:	Based on the above full-time amount prorated in accordance with the employee's established full-time equivalency as recorded in the employee's personnel file.
Seasonal employees:	One half (1/2) of the above full-time amount.

Employees may use the money in their personal HSA for any medical related expense not covered by the current benefits carriers under Article XIV, in accordance with Canada Revenue Agency rules.

14.2 Group Life Insurance

- a) Regular full-time employees and regular part-time employees who are regularly scheduled to work thirty (30) or more hours per week, will be covered by Group Life Insurance coverage, as a condition of employment, on the first (1st) day of the month following completion of two (2) months continuous employment.

- b) The City will pay one hundred percent (100%) of the premium costs for such insurance.
- c) Upon the death of an eligible employee, the named beneficiary or estate, when no beneficiary has been named, will be paid life insurance in an amount equal to two times (2X) their annual gross earnings, based upon the normal basic hourly rate, exclusive of overtime.
- d) All other aspects of group life insurance coverage under this Article XIV are subject to the provisions in effect with the applicable insurance carrier.

14.3 Short Term Disability (Weekly Indemnity)

- a) Regular full-time employees and regular part-time employees who are regularly scheduled to work thirty (30) or more hours per week, will be covered by the Short Term Disability (Weekly Indemnity) Plan, as a condition of employment on the first (1st) day of the month following completion of two (2) months continuous employment.
- b) The premium costs for such coverage will be paid one hundred percent (100%) by those employees covered by the Plan.
- c) Eligible employees may apply for benefits under this Plan when they become disabled as a result of a bona fide sickness or injury, as defined in the Plan documents. Benefit levels on approved claims under this Plan will be sixty-seven percent (67%) of the eligible employee's basic weekly earnings to a maximum of six hundred dollars (\$600.00) per week. Benefits will commence on approved claims on the fifteenth (15th) day of the absence and will continue for a period of fifteen (15) consecutive weeks.
- d) All other aspects of Short Term Disability (Weekly Indemnity) coverage under this Article XIV are subject to the provisions in effect with the applicable insurance carrier.
- e) Employees with sick leave credits, as provided for in Article XI, in excess of fifteen (15) days, may elect to remain on sick leave until their credits have been exhausted or they may elect, before exhausting such sick leave credits, to receive Short Term Disability (Weekly Indemnity) payments on approved claims and bank their excess sick leave credits.
- f) All accrued Sick Leave (at the time of short term disability injury) must be used when an employee files a Short Term Disability (Weekly Indemnity) claim and the claim is denied.
- g) Employees may also apply to the pension authority to buy back pensionable service for time spent on Short Term Disability (Weekly Indemnity) claim.

14.4 Long Term Disability

- a) Regular full-time employees and regular part-time employees who are regularly scheduled to work thirty (30) or more hours per week, will be covered by the Long Term Disability coverage, as a condition of employment, on the first (1st) day of the month, following completion of two (2) months continuous employment.
- b) The premium costs for such coverage will be paid one hundred percent (100%) by the City.
- c) Eligible employees may apply for benefits under this plan when they become disabled as a result of a bona fide sickness or injury, pursuant to the definition of disability in the Plan documents. Benefit levels on approved claims under this Plan will be sixty-seven percent (67%)

of the eligible employee's basic monthly earnings, to a maximum of two thousand five hundred dollars (\$2,500.00) per month. Benefits will commence on approved claims on the one hundred and twentieth (120th) day of absence and will continue to age sixty-five (65).

- d) All other aspects of long-term disability coverage under this Article are subject to the provisions in effect with the applicable insurance carrier.

14.5 Dental Plan

- a) Regular full-time employees and regular part-time employees, who are regularly scheduled to work half (0.5) time or greater will be covered by the Dental Plan as a condition of employment, on the first (1st) day of the month following completion of two (2) months of continuous employment.
- b) The premium costs for such coverage will be paid one hundred percent (100%) by the City.
- c) Benefits under this Article will include the following coverage on approved claims:
 - i. Plan "A" - Basic Dental Services: eighty percent (80%) reimbursement of the approved fee schedule. Coverage for white fillings is included upon date of ratification.
 - ii. Plan "B" - Major Restorative Services and Prosthetics: fifty percent (50%) reimbursement of the approved fee schedule.
 - iii. Plan "C" - Orthodontics: fifty percent (50%) reimbursement of the approved fee schedule; four thousand dollars (\$4000.00) lifetime maximum per person.
- d) All other aspects of dental plan coverage under this Article are subject to the provisions in effect with the applicable insurance carrier.

14.6 The City will enter into agreements with insurers and other parties to provide the benefits set out in the above Articles 14.1 through and including 14.5. All issues of eligibility and/or coverage will be governed solely by the terms and conditions of these agreements. The City will have no liability or be subject to any claim as a result of or arising from any refusal by the applicable insurer, whether in whole or in part, of a claim of an employee or employees for any of the benefits referred to in this Article XIV. There will be no reduction of the benefits and/or benefit levels provided under sections 14.1 b) to and including 14.5 (EHB, Group Life, Short Term Disability (Weekly Indemnity), LTD and Dental Plan), as at the execution of this Agreement, without the mutual agreement of the parties. It is understood that this does not include changes in benefits and/or benefit levels dictated by the carrier(s).

14.7 Part-Time Employees

In those cases where employees contribute to the cost of any of the above benefit plans, the eligible part-time employees seeking such coverage are required to pay the same employee's share of the cost as is paid by the full-time employees.

14.8 Municipal Pension Plan

- a) Employees qualifying under optional enrolment will be covered by the terms of the Municipal Pension Plan (ID# 04MPP-05063) and applicable legislation and regulations.

- b) The City will pay its share of an employee's Municipal Pension Plan payments while an employee is on Short Term Disability (Weekly Indemnity) Benefit and WorkSafeBC for a maximum period of six (6) months, provided the employee elects to contribute also.

14.9 WorkSafeBC (WSBC)

- a) Upon the request of the employee, the City agrees to pay the difference in wages and WorkSafeBC Board payments and the difference will be charged to an employee's accumulated sick leave credits. At such time as an employee has no further sick leave credits remaining, vacation or banked time may be utilized at the employee's option, for this purpose. This top-up will continue until such time as the employee has no such credits available, at which time it will cease. The employee may also utilize this clause to maintain their pay while awaiting approval of a WSBC claim, provided that when the employee's WSBC claim is approved, the City will receive the employee's initial WSBC payment directly from WSBC and such credits will be reinstated in proportion to that which is represented by the amount of this payment.
- b) It is understood that normal employee and employer contributions to the Municipal Pension Plan (MPP) continue when an employee is in receipt of WorkSafeBC (WSBC) advance and top-up under this Article 14.9. Employees off work due to a WSBC wage loss claim (who are not receiving advance and top-up under this Article 14.9), may apply to the MPP for a Purchase of Service for the period of approved WSBC wage loss. If the Purchase of Service is approved, and the employee pays their share, the City will pay the employer share.
- c) In the event a denied WSBC claim is appealed by the employee and honoured by WSBC, the employee will refund to the City the advance of sick pay or other accrued time, and the City will re-establish the accumulated paid time off.

ARTICLE XV - APPRENTICES

- 15.1** The City will grant leave of absence for apprentices to attend schools of training as designated by the Director of Apprenticeship of the Ministry of Labour.

The terms and conditions of apprenticeship shall be followed as laid out by government regulations.

- 15.2** The City will maintain an apprentice's earnings at the employee's regular hourly rate for forty (40) hours in each week when an apprentice is required to attend an apprenticeship course prescribed by the Director of Apprenticeship Training, which course is given in a city outside of Kimberley. Any subsidy paid by the government other than that paid for transportation costs shall be turned over to the employer.
- 15.3** Apprentices shall not be subject to layoff while in an Apprenticeship Program, provided that the Apprentice is working on the job which they are apprenticing for.
- 15.4** When employees are on layoff, the City shall have the right to transfer Journeymen/ Tradesmen to other jobs at Journeymen/Tradesmen rates of pay in order to give the Apprentice time working on the job which they are apprenticing for.

SCHEDULE OF APPRENTICESHIP TRAINING RATES

	Trades Year I Job Group	Trades Year II Job Group	Trades Year III Job Group	Trades Year IV Job Group	Trade Job Group
	APPRENTICESHIP TRAINING PERIODS				
Parts & Warehouse Clerk	11	13	16	-	20
Electrician	11	13	15	17	21
Mechanic	11	13	15	17	21
Welder B	11	13	15	17	21
	Level C	Level C	Level B	Level B	

ARTICLE XVI - SAFETY

- 16.1** The parties hereto agree that they will be governed by any applicable existing rules or regulations enacted by the British Columbia provincial authorities.

Insofar as the said rules or regulations may not be applicable to a specific case or cases, the parties hereto will be at liberty to compile a Safety Practices Appendix, and the same, if mutually agreeable to the parties hereto and executed by each of them, will be attached hereto and form a part of this Agreement. Where existing rules or regulations do not apply to a specific case or cases, the same will be, at the request of either party, referred to a Health and Safety Committee for ruling.

16.2 Safety Committee

The Occupational Health and Safety Committee will be composed of up to four (4) members chosen by the Union, one of whom is an employee of the Aquatic Centre and up to four (4) members chosen by the City. The Safety Committee will meet whenever required by either the Union or the City.

16.3 WorkSafeBC (WSBC) Ruling

In the case of a deadlock, the matter may be referred by either party to the WorkSafeBC Board for a ruling and any ruling made by the WSBC Board will be final and binding upon the persons bound by this Agreement. There will be no stoppage of work by reasons of any grievance, complaints, matter or things to which the said existing rules or regulations are not applicable.

16.4 Right to Refuse Unsafe Work

The City and the Union agree to cooperate in developing and maintaining a strong sense of safety awareness among employees and supervisors. It is, therefore, recognized that every employee has the right to refuse work if he or she has reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person. For the purposes of this section, all rules, procedures, and outcomes will be as outlined in Section 3.12 and 3.13 of WorkSafeBC Occupational Health and Safety Regulation which may be amended from time to time.

ARTICLE XVII - GENERAL PROVISIONS

Incentives

- 17.1 Should the City desire to install incentives to cover any jobs, the following will govern:
- a) The standard hourly rates for the respective jobs will be the base rates and minimum hourly guaranteed rates for such incentives; and
 - b) The City will first discuss with and explain to the Union the development of any incentive plan and reach mutual agreement with the Union regarding such incentive plan before such incentive plan is installed.

Conditions of Employment

- 17.2 The City agrees that the residence of employees is not required to be within the City limits.
- 17.3 When City equipment is loaned or rented, the City will be responsible for the employee's wages and benefits under this Agreement. City equipment utilized as floats or in conjunction with floats for the purposes of promoting the City of Kimberley in any parade will be exempt from this provision.
- 17.4 Pay days will be every second Friday.

Meal Periods

- 17.5 Overtime meals: It is the intent that the employees will be provided with a meal by the City during overtime work at intervals of four (4) hours; that is four (4) hours elapsed time from the end of the prior meal period. A meal break that occurs during any overtime period will be paid for at the prevailing rate, provided such break is not more than thirty (30) minutes duration. However, no meal will be provided to an employee in instances where the employee works only two (2) hours or less beyond their normal day or shift. When it is impractical to have meals supplied, the employees will be paid a **twenty-dollar (\$20.00)** meal ticket for each meal to which they otherwise would have been entitled. The ticket is redeemable at Kimberley restaurants only and no cash in lieu of meal ticket will be available.
- 17.6 Where work is pre-scheduled for non-working days and employees have been notified on the previous normal working day and work is to commence within two (2) hours of the normal starting time, the City will not be required to provide lunch.
- 17.7 Employees will be entitled to two (2) coffee breaks of fifteen (15) minutes each during the regular working hours.

Tools, Clothing Allowances

- 17.8 Employees assigned to jobs where ordinary clothing is not adequate will be provided with the necessary protective clothing. Such clothing will be issued by or through the manager of the department concerned and will remain the property of the City. Any such clothing subject to contamination will be properly sanitized before re-issue.
- 17.9 Protective clothing will be defined as follows: slicker coats and pants, hard hats and liners, safety straps and climbers, waders or rubber boots, rubber gloves, coveralls, smocks, eye protection, respiratory protection, hearing protection, and covers approved by the department manager.

17.10 Employees will be entitled to purchase tools of their trades through the City, at cost. A payroll deduction of fifteen dollars (\$15.00) or twenty-five percent (25%) of the cost per pay will be made by the City until the indebtedness is paid.

The City will pay fifty percent (50%) of insurance premium to insure employee's tools. The employees are to be responsible for the insurance policy.

17.11 Each employee will be given a list of tools and equipment for which they are responsible. This list will be certified by the employee and the employee's immediate exempt supervisor. At the termination of the employee's service, such tools and equipment will be returned or the value of such will be deducted from the employee last pay.

17.12

- a) All new employees will, where required, supply safety footwear as a condition of continued employment. Upon completion of initial probation, the employer will contribute fifty percent (50%) of the cost of repair or replacement thereof.
- b) The City will pay seventy percent (70%) of costs for repairs or replacement of prescription glasses where it is established that the glasses were damaged through no fault of the employee and the damage occurred as a result of their normal work and only if the glasses are not replaceable under the EHB vision care benefit. When required safety glasses are repaired or replaced under this section, the lenses involved must be WSBC approved.

17.13 The City will purchase metric tools, when required, and the tools so purchased will remain the property of the City.

17.14 The City will pay fifty percent (50%) of the cost of a maximum of three (3) pairs of coveralls, per year for mechanics, equipment operators, water and sewer operators, and maintenance employees working in parks and on garbage trucks. Welders, four (4) pairs. All other outside employees will be entitled to a maximum of one (1) pair of coveralls, as above. In order for an employee to receive reimbursement under this section, the coveralls in question must be of a quality acceptable to the employer.

17.15 Personal Harassment

- a) The employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree to cooperate in attempting to resolve complaints of personal harassment which may arise in the workplace.
- b) For the purposes of this Article:
 - i. Personal harassment is generally a pattern of behaviour consisting of offensive comments, bullying, or actions that serve to, or have the effect or purpose of, demeaning, belittling or intimidating an employee(s) or causing personal humiliation;
 - ii. Personal harassment may include conduct related to unlawful discrimination under the Human Rights Code.
 - iii. Personal harassment does not include reasonable management activities to direct and manage the work force, including counselling, performance management and corrective discipline.

- c) This application of this Article is not intended to fetter the City's right and ability to manage and/or discipline its employees.
- d) This article applies to incidents that occur at or away from the workplace during or outside working hours if a connection exists to the employment relationship.
- e) Cases of personal harassment shall, if not resolved, be eligible to be processed as a grievance.

17.16 Aquatic Centre Passes

City employees and their immediate family (as defined as spouses and dependants under the age of 19) will receive a fifty percent (50%) discount for a personal or family annual swim pass at the Aquatic Centre.

17.17 Aggregate Purchase

The City will allow employees to use aggregate for personal use, subject to employer policy and cost as determined by the City. Employees will advise the City when and how much is used. This will not be unreasonably denied.

17.18 Borrowing of Tools

The City will allow employees to borrow City-owned tools, with the exception of power tools. Employees will sign out tools and be responsible to return them in the condition they borrowed them. Employees will be responsible for the cost of replacing the tools should they break or be lost.

17.19 Use of City Showers on Paid Time

The City will allow for ten (10) minutes prior to the end of the shift for Outside/Parks/ Aquatic employees to shower. The timeframe will vary for Aquatic Centre employees, as it may occur during different parts of the shift.

17.20 Certification Costs

The employer will pay the registration/certification fees assessed to regular employees by an applicable authority required for re-certification of qualifications that are required by the employer in an employee's job description including Driver's licenses Class 1 and 3, including providing the truck, licensed driver and time to travel to Cranbrook to take drivers exam. Should the employee fail the exam, the City will be reimbursed for the truck, licensed driver, and time to travel for the exam, based on the A/R Labour and Equipment Calculator.

ARTICLE XVIII - EDUCATIONAL LEAVE

- #### **18.1**
- a) When the City requires an employee to attend programs of training, the employer will pay the full costs of such program and any necessary leave for such will be granted without loss of pay.
 - b) Where an employee chooses to take a particular program or training not specifically required by the employer, the City's Education **and Training** Policy will apply.

- c) The employer undertakes to ensure that all employees be made aware of new or additional qualification requirements, where possible, and to apply the City Educational Policy in a fair and reasonable manner.
- d) When the City requires qualified employees due to external certification prerequisites, regulations, and/or licensing, part a) above will apply to meet minimum requirements. This Article XVIII will only apply when the City cannot meet minimum outside requirements with Bargaining Unit Employees. Nothing in this Article XVIII will be interpreted to require the City to offer training to employees where such training exceeds ten (10) working days. Funding will not be a requirement where the employee attends such training and fails to acquire the necessary certification.
- e) If and when the City becomes aware of the external training opportunities that might be of interest to employees generally under Article 18.1 b), it will endeavour to make employees aware of such opportunities.
- f) The Union will be notified of changes to the City's travel policy.

ARTICLE XIX - JOINT CONSULTATION AND ADJUSTMENT PLANS

19.1 Joint Consultation

A Joint Labour-Management Consultation Committee will be established comprising two (2) employee representatives appointed by the Union and two (2) representatives appointed by the City. Minutes of Committee meetings will be provided to the Union in a timely manner.

19.2 The Committee is established for the purpose of enabling the parties to discuss any matter of interest during the term of this Agreement. The Committee will meet four (4) times per year, approximately once in each business quarter, provided there are matters to be discussed. The times for these quarterly meetings will be established by the parties in advance, at the start of each year or at the earliest opportunity. Cancelled meetings will be rescheduled at the earliest opportunity regardless of why they were cancelled. Both parties must agree that a meeting that is held constitutes a Joint Consultation meeting. The Committee may meet more often, at mutually agreeable times, should the need arise.

19.3 The Committee will not deal with grievances or collective bargaining for the renewal, extension or modification of this Collective Agreement. However, the parties may discuss issues that flow from resolved grievances in order to address ongoing issues and clarify or correct any inherent problems.

19.4 The time spent by Union members preparing for and attending at Joint Consultation Committee meetings will be paid by the City, for a maximum total of fifty (50) City paid hours per year.

19.5 The Committee is permitted to have other representatives attend the meeting in order to speak to the matters of interest. Only the employee representatives for both the Union and the City, as designated in 19.1, will be the decision makers on the issue.

19.6 Adjustment Plan

In the event the City introduces a measure, policy, practice or change (i.e. a change in equipment or a change in technology) that:

- a) Affects the terms, conditions or security of employment of a significant number or employees to whom this Collective Agreement applies; AND
- b) Alters significantly the basis on which this Collective Agreement was negotiated; The City will ensure that the Union is notified of the measure, policy, practice or change as discussed herein sixty (60) days in advance of the change, where practical, and any such implementation will adhere fully with these provisions.

19.7 Retraining

Where vacancies exist and, following discussions with the Union, where the City determines that some retraining of all or a portion of the staff that would otherwise be laid off is reasonable and desirable, the City will attempt to take advantage of programs in consultation or cooperation with government agencies, such as Human Resources and Social Development Canada (aka HRSDC).

19.8 Severance

An employee being permanently laid off as a result of the introduction of a measure, policy, practice or permanent facility closure will receive the following severance pay in lieu of notice:

- a) **After three (3) consecutive months of continuous service with the City, employees will receive one (1) weeks' pay in lieu of notice.**
- b) An employee who has completed one or more years of continuous service with the City will receive two (2) weeks' pay in lieu of notice;
- c) Employees with three (3) or more years of continuous service with the City will receive one (1) additional week of pay in lieu thereof for each year of continuous service thereafter, to a maximum of eight (8) weeks.

19.9 It is agreed that the above provisions satisfy the requirements of this Article respecting Adjustment Plans.

ARTICLE XX - B.C. LABOUR CODE

20.1 Subsections (2) and (3) of Section 50 of the *Labour Relations Code of B.C.* is excluded from this Agreement.

ARTICLE XXI - TERMS APPLYING TO SEASONAL AND CASUAL EMPLOYEES

21.1 Terms Applying To Seasonal Employees:

- a) Seasonal employees will be paid the basic rate for the work they are performing, in accordance with the rates established in this Agreement. They will be required to pay Union dues, at the rate established by the Union.
- b) Seasonal employees will be paid ten percent (10%) of their basic earnings on each pay period, in lieu of all statutory benefits and the following benefits and perquisites of this Agreement: vacation pay, paid holiday pay, sick leave, and various paid leaves and Long Term Disability.

When a seasonal employee works on a named statutory holiday listed in Article 9.1, the employee will be paid at the rate of time and one-half (1.5X) for all time so worked.

- c) The following Article(s) will not apply to seasonal employees: Articles VI - Seniority; IX - Paid Holidays (except as above); X - Annual Vacation; XI - Sick Leave; XII - Leave of Absence, (except Bereavement Leave, Section 12.5); XIV – Benefits and Health Care Plans, Article 14.4 - Long Term Disability; XV - Apprentices; and XVIII - Educational Leave.
- d) Newly hired seasonal employees will be eligible for the benefits and health care plans under Article XIV, 14.1 and 14.5, except Long Term Disability, provided they meet the applicable service requirements in the same fashion as regular employees. Group Life and Short Term Disability (Weekly Indemnity) will be as set out in Article 21.1.
 - i. Newly hired seasonal employees shall be eligible for MSP and extended health on the 1st of the month following the date of hire;
 - ii. Newly hired seasonal employees shall be eligible for Dental Group Life, Accidental Death & Dismemberment and Short Term Disability (Weekly Indemnity) benefits under Article XIV, 14.2 and 14.3, on the first (1st) of the month following two (2) months of continuous employment.
 - iii. Returning seasonal employees who were enrolled in the benefits at the time of layoff will be eligible for benefits on the 1st of the month following rehire;
 - iv. Seasonal employees shall be eligible for Group Life insurance coverage in \$25,000.00 increments rounded up to a maximum coverage of \$50,000.00, closest to the employee's annual earnings without going over;
 - v. The terms of the carrier(s) will always apply.
 - vi. The City recognizes that seasonal employees are laid off at the end of a season and eligible to work casual hours. A seasonal employee working casual hours may apply for a regular position, during that time, and be successful. When a laid off seasonal employee remains actively employed as a casual employee, and is successful at obtaining a regular position, they will be eligible for benefits without penalty or waiting period as if they were a returning seasonal employee.
- e) Seasonal employees will be eligible for Short Term Disability (Weekly Indemnity) coverage, which will apply only when seasonal employees would otherwise be scheduled for work provided that the carrier's plan in regard to such coverage will apply in all respects. Without limiting generality, Short Term Disability (Weekly Indemnity) coverage for seasonal employees, including those who already are on an approved claim, will cease when the employee is on layoff or would otherwise be laid off, and approved claims that cease when an employee would otherwise be laid off will not be re-instituted when the employee subsequently becomes eligible for recall.
- f) Seasonal employees will be eligible for bereavement leave under Article 12.4 provided they are otherwise scheduled to work on the day(s) for which the bereavement leave is requested.
- g) The City may terminate the employment of any seasonal employee for reasonable cause, provided that Union activity will not be a reason for discharge under this article.

21.2 Terms Applying to Casual Employees

- a) Casual employees will be paid the basic rate for the work they are performing, in accordance with the rates established in this Agreement. They will be required to pay Union dues, at the rate established by the Union.
- b) Casual employees will be paid ten percent (10%) of their basic earnings on each pay cheque, in lieu of all statutory benefits and all of the benefits and perquisites of this Agreement (including but not limited to, vacation pay, paid holiday pay, sick leave, various paid leaves, and all benefits and health care plans). When a casual employee works on a paid holiday, they will be paid at straight time rates for so doing.
- c) Without limiting the generality of the foregoing, the following Articles will not apply to casual employees: Articles VI - Seniority; IX - Paid Holidays; X - Annual Vacation; XI - Sick Leave; XII - Leave of Absence; XIV - Benefits and Health Care Plans (except Municipal Pension Plan, Article 14.8); XV - Apprentices; and XVIII - Educational Leave.
- d) The City may terminate the employment of any casual employee for reasonable cause, provided that Union activity will not be a reason for discharge under this article.

ARTICLE XXII - TERMS APPLYING TO EMPLOYEES WORKING FOUR (4) DAYS FOLLOWED BY FOUR (4) DAYS OFF

This section establishes the applicability of various Articles of the Collective Agreement to Parks & Facilities employees working four (4) days followed by four (4) days off (4x4) work schedule. It varies the Agreement, as required, to establish the unique terms and conditions of employment applying to these employees.

a) Normal Hours of Work

- i. The regular workday will be eleven and one-half (11.5) hours.
- ii. For purposes of calculating overtime, an employee's work week will commence on the first rest day of the eight (8) day work cycle and end on the last workday of that cycle.
- iii. Day shift normally commences at 6.00 AM or 7:00 AM, as determined by the City. The City will give day shift employees at least one (1) weeks' notice, when it changes their starting time as above. When such notice cannot be given, the employee(s) in question will be paid at overtime rates for the first shift worked at the changed starting time.
- iv. Afternoon shift normally commences at 11:30 AM. Nightshift normally commences at 11:00 PM, if and when required, unless otherwise mutually agreed to.
- v. Employees will work a rotating work cycle consisting of four (4) consecutive work shifts, followed by four (4) consecutive rest days.
- vi. Employees will normally work a regular schedule consisting of four (4) consecutive day shifts, four (4) consecutive afternoon shifts or four (4) consecutive night shifts in each eight (8) day work cycle. When, for operational reasons, the City requires an employee to work a combination of different shifts in any work cycle (days, afternoon and/or nights), it will give

the affected employee(s) as much notice as operationally possible and it will pay overtime rates on the first shift following each shift change in such cycle. The premium rate does not apply in cases where an employee is temporarily placed on another shift by mutual agreement.

- vii. Subsections (a) v. and (a) vi. notwithstanding, employees may be required to work split shifts, when operational needs require. Recognizing the Union's desire to minimize the number of split shifts worked, the City will notify the Union, should it materially increase its historical usage of split shifts.
- viii. Employees will be given a minimum of eight (8) hours off duty following completion of one regularly scheduled shift and commencing work on their next regularly scheduled shift. When an employee is required to commence work on the employee's next regular shift, before expiry of the eight (8) hour rest period, that part of the next regular shift falling within the rest period will be paid at the overtime rate.

b) Work Breaks

- i. There will be a one-half (0.5) hour meal break per shift.
- ii. The meal period will be included during the normal paid shift hours for those day shift employees who are required to remain on duty during such period, and for afternoon shift employees. It is understood, however, that regular full-time 4X4 employees working in the City's two (2) arenas currently receiving a paid meal break on day shift will continue to receive same.
- iii. The meal period will be included during the normal paid shift hours for those day shift and afternoon shift employees who are required to remain on duty during such period. It is understood that all regular full-time 4X4 employees receiving a paid meal break on day shift as at October 3, 1996, will continue to receive same, whether or not they are required to remain on duty during such breaks.
- iv. There will be two (2) paid fifteen (15) minute coffee breaks per shift; one in the first half of the shift, the other in the second half.

c) Overtime

- i. Overtime will apply after an employee works in excess of eleven and one-half (11.5) hours in any workday, or in excess of forty-six (46) hours in any work week.
- ii. Overtime rates will be calculated as follows:
 - Daily: Two times (2X) the applicable base rate for the overtime worked on that day.
 - Weekly: Two times (2X) the applicable base rate for the overtime worked in that week.
 - Banking of Overtime: Employees on the 4x4 schedule will be able to bank up to ninety-two (92) hours overtime. The rest of the provisions of Article 7.8 b) will apply.

d) Paid Holidays

- i. Paid holidays will be recognized on the calendar day in which they fall.

- ii. Employees not required to work on a paid holiday falling on a scheduled work day, will receive eleven and one-half (11.5) hours pay at the employee regular basic rate for each such day.
 - iii. Employees who are not required to work on a paid holiday falling on a scheduled rest day will receive eight (8) hours pay at their regular base rate for each such day. The employees may elect to receive this payment as banked time off in accordance with Article 7.8 b), provided such election is made sufficiently in advance so it can be processed in the normal fashion by Payroll.
 - iv. Employees required to work on a paid holiday, other than on a call-out, will be paid two and one-half times (2.5X) the applicable base rate for all hours worked.
 - v. Employees called out on a paid holiday will be paid the call-out rate in accordance with Article 7.9 or two and one-half times (2.5X) the applicable base rate for all time worked, whichever is the greater.
 - vi. Employees, who work on a paid holiday, may bank the premium portion of the pay they receive for working. Such time to be taken at a mutually agreeable time pursuant to Article 7.8 b).
- e) There will be no new or additional costs to the City as a result of employees working a 4x4 schedule.
 - f) Annual Vacation - Employees under this section will accrue vacation credits at eight (8) hours for each "working day" of their vacation entitlement. Vacation credits will be taken and paid at the rate of eleven and one-half (11.5) hours per day.
 - g) Special Vacation - Employees will accrue Special Vacation credits at eight (8) hours for each "working day" of their Special Vacation entitlement. Special Vacation credits shall be taken and paid at the rate of eleven and one-half (11.5) hours per day.
 - h) Sick Leave - Eligible employees will accrue their sick leave entitlement at the rate of eight (8) hours for each day of their sick leave entitlement. Sick leave credits will be taken and paid at the rate of eleven and one-half (11.5) hours per day.
 - i) Bereavement Leave - Employees eligible for Bereavement Leave under Article 12.4 will be paid eleven and one-half (11.5) hours for each day so granted.
 - j) Jury Duty - Employees eligible for Jury Duty under Article 12.5 will be paid eleven and one-half (11.5) hours for each day so granted.
 - k) Short Term Disability (Weekly Indemnity) and Long Term Disability - Benefits will be calculated on the assumption of one hundred and seventy-three (173) hours per month, times the applicable base rate.

ARTICLE XXIII - AQUATIC CENTRE EMPLOYEES

The terms and conditions of the Collective Agreement apply to Aquatic Centre employees except as varied by this Article.

23.1 HOURS OF WORK

- a) The employer will develop and maintain schedules for all Aquatic Centre employees so as to best meet its operational requirements, provided that the normal straight time hours for Aquatic Centre employees will not exceed eight (8) hours per day and forty (40) hours per week, exclusive of unpaid lunch breaks, unless overtime rates apply. The work week will be Saturday to Friday.
- b) Without limiting the generality of the above, Articles 7.1, 7.2, 7.3, 7.5, 7.6 and 7.12 do not apply to any Aquatic Centre employee.
- c) The employer will post employee work schedules at least one calendar week in advance for the information of employees. If the employer changes an employee's schedule without giving the employee at least twenty-four (24) hours' notice of the change, the employee will be paid at the rate of time and one-half for the first shift worked on the new schedule.
- d) Prior to the employer making any change in public hours of operation they must notify the Union fourteen (14) days in advance in writing. During that time, they must meet with the Union to discuss options prior to implementing any changes.

23.2 PAID HOLIDAYS

Regular part-time less than (<) 18.75 and casual employees will be paid one and one-half times (1.5X) for hours worked on a Statutory Holiday.

23.3 ANNUAL VACATION

- a) Article X, Vacation Entitlement, of the Collective Agreement will apply to regular full-time and part-time (equal to or greater than part-time 0.5 FTE) Employees.

23.4 UNIFORMS AND RE-CERTIFICATION

- a) The employer will provide uniforms (T shirt and shorts) to regular and casual Aquatic Centre employees.
- b) All Aquatic Centre employees who have (1000) cumulative hours, shall receive a bathing suit allowance of up to one hundred (\$100.00) dollars. Casual employees will receive the above benefit.

Employees in receipt of this allowance must furnish a purchase receipt to receive it.

- c) The employer will pay the registration fees assessed by the respective societies required for re-certification of qualifications that are required by the employer in an employee's job description. This applies to regular Aquatic Centre employees only.

23.5 CASUALS - AQUATIC CENTRE

The use of casuals at the Aquatic Centre will be determined by the operational needs of the Aquatic Centre and scheduled by the Aquatic Coordinator.

23.6 CASUALS - AQUATIC CENTRE

Casual employees' hours worked will be frozen for those that return to that classification from a full-time or part-time position.

ARTICLE XXIV - EFFECTIVE AND TERMINATING DATES

24.1 This Agreement will remain in force and effect for a period, commencing March 1, 2024, and expiring on February 29, 2028. This Agreement will not terminate at the expiration of its term unless two (2) months' notice, in writing, has been given by one party to the other. Either party may, within the period of three (3) months and not less than two (2) months immediately preceding the date of expiry of this Agreement, by notice require the other party to the Agreement to commence Collective Bargaining.

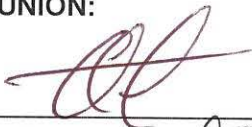
ARTICLE XXV - LETTERS OF UNDERSTANDING

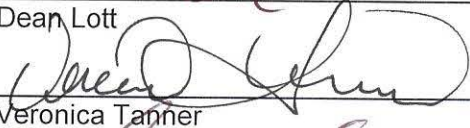
25.1 All Letters of Understanding (LOU) will be renewed or terminated with each negotiated Collective Agreement.

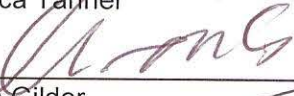
LOU#	Name/Topic	Effective Date
1	On The Job Training	March 1, 2024
2	Student Employment	March 1, 2024
3	Vacation Entitlement	March 1, 2024
4	Apprenticeship Program	March 1, 2024
5	Winter Schedule	March 1, 2024
6	Union Leave	March 1, 2024
7	Utility Equipment Operator	March 1, 2024
8	Summer Season Parks & Facilities Operations	March 1, 2024

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 19 day of JUNE, 2024.

FOR THE UNION:



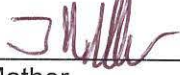
Dean Lott


Veronica Tanner


Ilo Van Gilder


Melanie Holloway


Steve Pretty

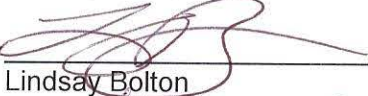

Dave Toffolo


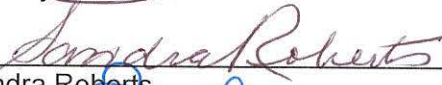
Jeff Mather

FOR THE CITY:



Jim Hendricks

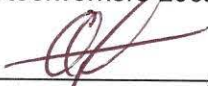

Nik Morissette


Lindsay Bolton


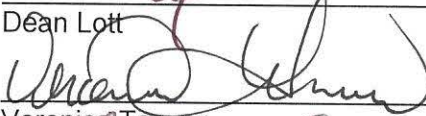
Sandra Roberts


Jasmine Nelson


Signed on Behalf of
United Steelworkers Local 1-405




Dean Lott



Veronica Tanner



Ilo Van Gilder



Melanie Holloway



Steve Pretty



Dave Toffolo



Jeff Mather


Signed on Behalf of
City of Kimberley



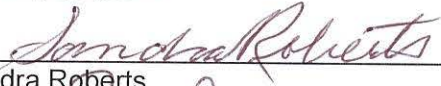
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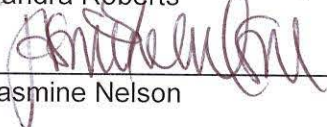
Nik Morissette



Lindsay Bolton



Sandra Roberts



Jasmine Nelson


7. Student employees will be paid at a base rate equal to **twenty-two (\$22.00) dollars per hour. Annual increments will apply per Article 8.3.**
8. The City will not be required to post student employment positions (as described in this letter) under Article III, Section 3.1 of the Collective Agreement.
9. Students will be paid a percentage in lieu of all statutory benefits and all of the benefits and perquisites of the Agreement, the same as Casual Employees under Article 21.2 (ii).

It is the intent of the City and the Union that this Letter of Understanding will take effect the date signed.

Signed this 19 day of JUNE, 2024

Signed on Behalf of
United Steelworkers Local 1-405

Signed on Behalf of
City of Kimberley



Dean Lott




Jim Hendricks




Veronica Tanner




Nik Morissette



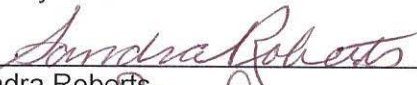
Ilo Van Gilder



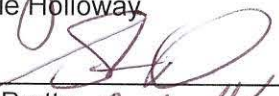
Lindsay Bolton




Melanie Holloway



Sandra Roberts



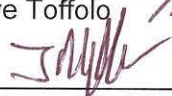
Steve Pretty



Jasmine Nelson



Dave Toffolo



Jeff Mather


- d) This approach will be subsequently followed in each calendar year in which the employee's service results in a higher vacation plateau.
- e) Article 10.5 applies on a payroll year basis in the case of regular part-time employees.

It is the intent of the City and the Union that this Letter of Understanding will take effect the date signed.


Signed this 19 day of JUNE, 2024

Signed on Behalf of
United Steelworkers Local 1-405

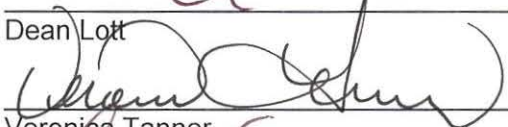
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City of Kimberley



Dean Lott



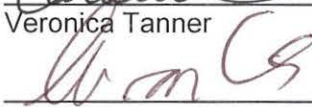
Jim Hendricks




Veronica Tanner




Nik Morissette




Ilo Van Gilder




Lindsay Bolton



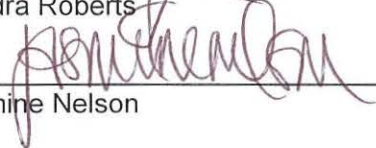
Melanie Holloway



Sandra Roberts



Steve Pretty



Jasmine Nelson



Dave Toffolo



Jeff Mather

8. The selection of an apprentice will be on a competitive basis. Candidates selected by the Apprenticeship Selection Committee will be recommended to the department manager for approval.
9. The Apprenticeship Selection Committee will be made up of the department manager, Department Supervisor, a Union representative, a Trades person applicable to the application, and the Manager of Human Resources.
10. The apprentice testing committee will be made up of the Manager of Human Resources and a Union representative.
11. Factors that will be considered in the selection process will include the details outlined in each individual job posting, and the following:
 - a) Relevant education, experience and background
 - b) Minimum requirements outlined by the Industry Training Authority (ITA)
 - c) Past performance and attendance records
 - d) Successful completion of City's Aptitude testing
 - e) Availability for technical training assignments as per ITA requirements
12. Once selected, the apprentice must possess the required apprentice tools of the trade as recommended by the ITA. In addition, Article 17.10 of the Collective Agreement applies.
13. The City will provide the successful apprenticeship candidate a 2-week job shadowing to ensure fit before entering the apprenticeship program. The employee will be paid at their regular rate. Article 3.1 d) applies.
14. Apprentices will be required to pay the costs of books, tools and supplies for the Apprenticeship.
15. Apprentices shall be paid as per the Schedule of Apprenticeship Training rates from the start of their apprenticeship to completion (see Schedule of Apprenticeship Training rates).
16. If the apprentice fails any portion of the apprenticeship they will be responsible to rewrite at their own expense covering all related costs.
17. If the apprentice fails a Trades training year, no apprentice wage differential increase will occur until the training year is successfully passed.
18. During the apprenticeship period, the employees' regular position shall be posted "subject to the incumbent returning", until successful completion of the Apprenticeship Program.
19. Upon successful completion of the Apprenticeship Program and provided there is a Trades position available, an apprentice who has obtained a Certificate of Qualification in that respective trade shall be assigned to the position. If there is no vacant Trades position available, the apprentice shall return to

their previous position which had been posted "subject to the incumbent returning", and shall be paid at the Trades Year I rate and not less than their previous held position.

20. When an apprentice is absent from work by reason of sickness or injury, the term of the apprenticeship contract shall be extended accordingly, provided that the extension will not exceed six months in duration without the approval of the Industry Training Authority and the Employer. Dependant on the employee's circumstances the employee may be returned to their previous incumbent position, or where appropriate.
21. Employees accepted into the Apprenticeship Program must commit to remain working for City of Kimberley during the entire apprenticeship period, and for a minimum of five years following completion of the program. If the apprentice/Trades qualified person leaves City of Kimberley within five years, they will be required to repay the City of Kimberley on the following scale:
 - Leave City of Kimberley before the end of one year after completion: Full reimbursement of training costs.
 - Leave City of Kimberley between one and two years after completion: 80% reimbursement.
 - City of Kimberley between three and four years after completion: 60% reimbursement.
 - Leave City of Kimberley between four and five years after completion: 40% reimbursement.
 - Leave City of Kimberley during the fifth year after completion: 20% reimbursement.
22. If the successful candidate quits the apprenticeship program they will be terminated by the City.


Amendments and Duration

23. It is agreed and understood that any matter not specifically referred to in this Letter of Understanding shall be governed by the terms and conditions of the Collective Agreement between the parties. The parties recognize that there may be issues that arise not contemplated by this agreement which may require revisions to the Letter of Understanding.
24. This Letter of Understanding shall commence upon signing by the parties and will remain in full force subject to cancellation by either party with sixty (60) calendar day's written notice. On agreement by both parties, this agreement may be cancelled earlier than sixty (60) calendar days.
25. In the event this agreement is cancelled, the provisions contained herein will apply to existing apprentices and apprenticeship agreements only, subject to operational requirements, until the expiration of the same.
26. Article XV - Apprentices applies to this LOU.

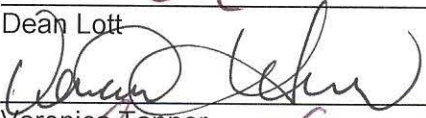
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Signed this 19 day of JUNE, 2024

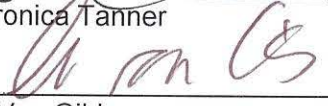
Signed on Behalf of
United Steelworkers Local 1-405



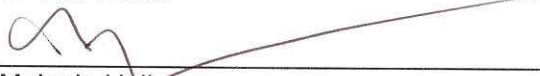
Dean Lott




Veronica Tanner



Ilo Van Gilder



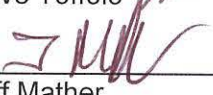
Melanie Holloway



Steve Pretty




Dave Toffolo



Jeff Mather

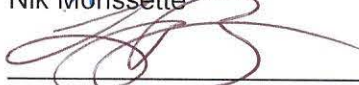
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Jim Hendricks



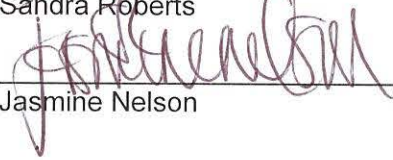
Nik Morissette



Lindsay Bolton



Sandra Roberts

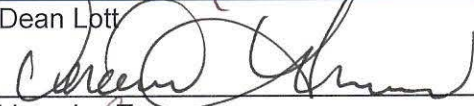


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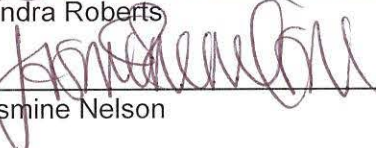
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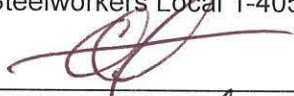


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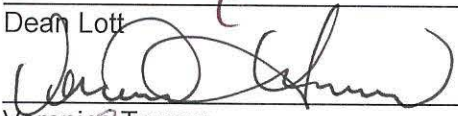


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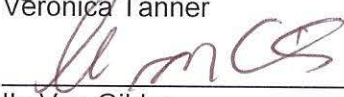
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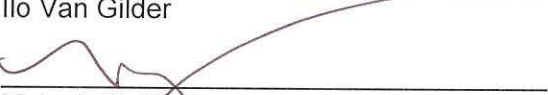
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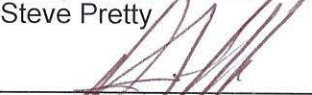
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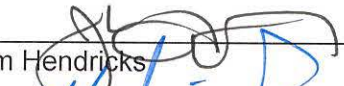


Dave Toffolo



Jeff Mather

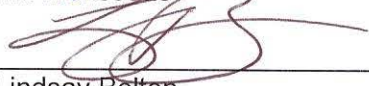
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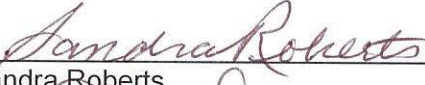
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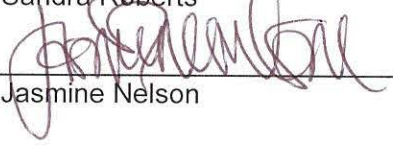
Nik Morissette



Lindsay Bolton

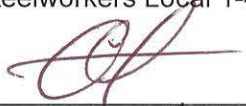


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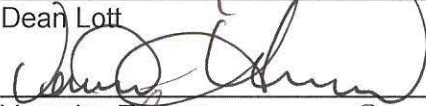


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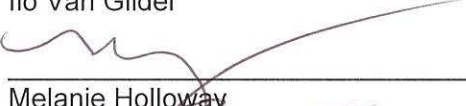
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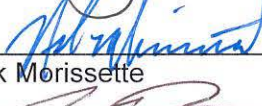


Jeff Mather

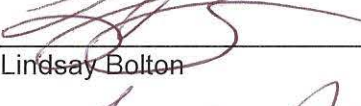
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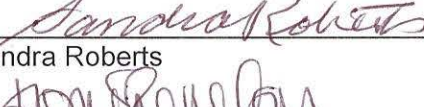
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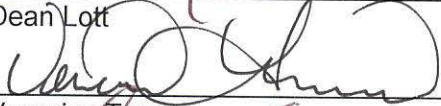


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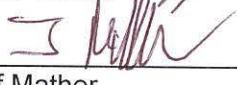
Melanie Holloway



Steve Pretty

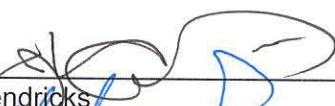


Dave Toffolo

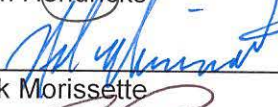


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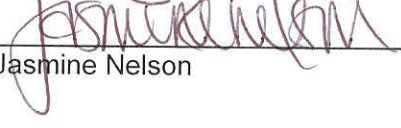
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