

COLLECTIVE AGREEMENT

BETWEEN

**THE CORPORATION OF THE
CITY OF NELSON**



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 339**



January 1, 2021 – June 30, 2024

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DEFINITIONS

"Start Date" shall be the 1st day an employee works for the City.

"Seniority Date" referred to in this agreement shall mean the first day hired into a regular position and adjusted to include hours worked prior to achieving regular status.

"Employees" as used in this Agreement shall mean all employees employed in those classifications listed in Schedules "A", "B" and "C" of this Agreement.

"Employee Status":

Regular Full-Time Employee

A regular full-time employee is one who works regularly scheduled full-time shifts. Any employee who accumulates 70 or more hours in a two week pay period shall be considered a regular full-time employee. These employees accumulate seniority and are entitled to all benefits outlined in this Agreement.

Regular Part-Time

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

Casual Employees

Casual employees shall mean any employee hired on an intermittent or on call basis. **Casual employees are primarily relief employees and may be employed to work full shifts or part shifts on an as-needed basis in capacities such as: sickness relief, vacation relief, leave of absence relief, temporary workload relief. It is understood that the use of casual employees will not result in a layoff nor reduction of regular work hours nor a loss of wages of a regular or temporary employee. It is not the intention of the City to employ a Casual employee instead of employing a Regular or Temporary employee.**

Temporary Employees

Temporary employees shall mean any employee hired on an intermittent basis. They are hired only for positions temporarily vacant (replacing an employee on leave) or temporarily existing (for specific projects).

Student Employees

Student Employees shall mean employees hired for a specific period of time not to exceed five (5) consecutive months between April 15th and September 15th. It is understood that

student employees shall mean those who are continuing their education at a post-secondary institution. They shall not accumulate seniority or be entitled to any benefits or posting privileges and will be paid the negotiated Student Rate. No regular employee will suffer a reduction of their hours or lay-off as a result of work performed by students. The Union will agree to the number of students to be hired prior to March 15th of each year. The number of students will be negotiated in a fair and reasonable manner.

"Day" shall mean a twenty-four (24) hour consecutive period, normally beginning at 12.01 a.m. and shall mean a calendar day unless otherwise specified in the Agreement.

"Week" shall mean the regular working week constituting forty (40) hours, eight (8) hours per day, or thirty-five (35) hours, seven (7) hours per day.

"Work Week" in this Agreement shall mean a regular work week from Sunday to Saturday for purposes of calculating payment of wages under this Collective Agreement.

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

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

"Lay-off" shall be defined as a reduction in the work force or a reduction in the regular hours of work of an employee as defined in this agreement.

"Probationary period" Employees will be considered probationary for a period of five hundred (500) working hours.

"Qualifying period" Employees are considered to be in the qualifying period for the first sixty (60) calendar days when posting into a new position.

"Catastrophic Illness" shall mean an acute or prolonged illness usually considered to be life threatening or with the threat of serious residual disability.

ARTICLE 1 - RECOGNITION OF THE UNION

Section 1 - Sole Bargaining Agency

- 1.01 The City recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent with respect to any and all matters affecting the relationship between the Parties to this Agreement, looking forward to a peaceful and amicable settlement of any difference that may arise between them.

Section 2 - Union Security

- 1.02 Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union within thirty (30) days of the start of employment. Each employee shall, as a condition of continued employment, be a member in good standing in the Union according to the Constitution and By-laws of the Union.

Section 3 - No Discrimination or Harassment

- 1.03 The City and the Union jointly affirm that every employee in the City's service shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment.

The principle of fair treatment is a fundamental one and both the City and the Union do not and will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being and/or undermine work relationships and productivity.

Through this Collective Agreement, the parties agree that there shall be no discrimination based on:

Race	Physical or mental disability
Ethnic or national origin	Place of residence
Ancestry	Membership or activity in a union
Age	Nationality
Political belief, association or activity	
Religion or creed	
Family status	
Sex, including pregnancy	
Marital status	
Source of income	

Harassment is a form of discrimination and includes personal harassment.

Harassment means any improper behaviour by a person that is directed at and/or is offensive to any employee and which that person knew or ought reasonably to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment or

display made on either, a one-time or continuous basis that demeans, belittles or causes personal humiliation or embarrassment to an employee.

The definition of discrimination and harassment contained within the British Columbia Human Rights also applies.

The procedures for dealing with harassment are contained in the Policies and Procedures of the City. (Copy attached to the Memorandum of Agreement)

Section 4 - No Strikes or Lockouts

- 1.04 There shall be no strikes or lockouts during the length of this Agreement in accordance with the Labour Code of British Columbia.
- 1.05 Without restricting the generality of the foregoing Sections, it is agreed that the following positions shall be excluded from the terms of this Agreement:

City Manager
Deputy City Manager/Chief Financial Officer
Deputy Chief Financial Officer
Purchasing Manager
Manager, Corporate Services
Deputy Corporate Officer
Legislative Assistant
Executive Assistant/Communications Coordinator
Director, Human Resources, Safety & Technology
Human Resources Coordinator
General Manager, Nelson Hydro
Operations Manager
Project Manager
Analyst
Community Energy Program Manager
Office Administrator
Director, Public Works & Utilities
Public Works & Utilities Manager Municipal Services
Capital Projects Manager
Facilities Manager
Supervisor, Operations & Continuous Improvement
Supervisor, Public Works & Parks
Supervisor, Garage & Transit
Director, Development Services
Senior Planner
Planner
Building Official
Fire Chief
Emergency Management Coordinator
Administrative Assistant

Youth Centre Manager

Section 5 - Union Check-Off and Induction

- 1.06 The City agrees to the four (4) weeks check-off of all Union Dues, Assessments, Initiation Fees and written assignments of amounts equal to Union Dues.
- 1.07 The City shall, during the life of this Agreement, deduct as a condition of employment a sum equivalent to dues as set by the Union from the pay due each four (4) weeks to each employee and remit the same to the Financial Secretary of the Union in the month following in which such deductions are made. Each employee shall provide as a condition of employment a signed written assignment of dues to the Union substantially in the form contained in Section 10 of the Labour Code of B.C.
- 1.08 The City will at the time of making such remittances enclose a list of such employees from whose pay such deductions are made.
- 1.09 The City agrees to acquaint new employees with the fact that a Collective Agreement between the Parties is in effect and with the conditions of employment and providing the new employee an opportunity to meet with the Union Steward(s) on or shortly after employment.

Section 6 - Shop Stewards

- 1.10 The City agrees that the Union shall have the right to appoint or elect Union Stewards from each Department of the City and the Union agrees to advise the City, in writing, of these appointments.

Section 7 - Bulletin Boards

- 1.11 The City shall provide Bulletin Boards in all shops and offices upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Such Bulletin Boards shall be placed in a prominent place for all employees to see.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1 - Direction of Work Force

- 2.01 The management of the City's business and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the City, except as may be otherwise specifically provided in this Agreement.
- 2.02 The Union agrees that the City has the right to make and alter from time to time, as the necessity arises, rules and regulations to be observed by all employees, which rules, regulations and/or amendments shall not be inconsistent with the provisions of this Agreement. All employees shall be given a copy of these rules.
- 2.03 All rules, regulations and/or amendments shall be communicated in writing to the Union.
- 2.04 The selection of Managerial/Supervisory staff shall be entirely a matter for the discretion of the City.
- 2.05 (a) The City agrees to maintain a minimum staff level of fifty-five (55) regular full-time employees to carry out the works or services presently performed or hereinafter assigned to the bargaining unit. For the purpose of clause (d) of this Section, employees receiving Workers' Compensation or who are on short-term illness leave, are included in the minimum number of regular full-time employees calculated under this clause.

Notwithstanding this provision, all regular full-time employees on the payroll as of June 10th, 2004 will not be subject to lay-off.

- (b) In the event of a loss of municipally provided services as a result of decisions or take-over's by senior governments or other government agencies, the minimum staff level in Section 2.05 (a) shall be reduced proportionately to the number of which are reduced or eliminated as a result of the decision or take-over by the senior government or other government agencies. Employees shall have the right to utilize Article 7.

In the event the loss of municipally provided services as above results in elimination of positions in the City, the provisions of Article 7 apply to the employees affected.

- (c) The City shall notify the union a minimum of thirty (30) calendar days in advance of any final decision to contract out or transfer any work or services performed or hereafter assigned to the bargaining unit,
- (d) Except as provided in Section 2.05 (b) herein, in the event that the City drops the level of staff below the agreed minimum of 2.05 (a), 50% of wages attached to these positions shall be folded evenly into the remaining bargaining unit positions for the period such level is reduced.

- (e) Before any work can be contracted out, that would result in the layoff of any regular full-time or regular part-time employee, the City shall show substantial savings of fifteen (15%) percent or greater, in the cost of the work to be contracted out.

2.06 Use of Non-Union Personnel

Community Service Worker – The Community Service Workers shall be assigned work: such as painting bench slats and picnic table tops under the direction of the Manager of Operations.

ARTICLE 3 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

Section 1

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

3.02 Notification of Changes

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

3.03 Technological Displacement

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

3.04 Displacement

In the event that a regular employee is displaced as a result of amalgamation, merger, or contracting out, employees may exercise their bumping provision of Section 7.23(a) of this Collective Agreement.

The City will accommodate employees displaced as a result of other changes and will provide training for a period of ninety (90) days or employees may elect to take a termination settlement in accordance with Section 3.07 or Labour Standards, whichever is superior.

3.05 Training Programs

The City, after consultation with the Union may, instead of releasing an employee due to technological change, retrain the employee for another position for such period of time as the City sees fit. The City will assume the cost of such retraining. After the period of training, the employee shall have three (3) months' probation in his new position.

3.06 If an employee who is displaced by technological change is retrained for, or takes a position with the City that is at a lower rate of pay, such employee shall be entitled to only one-half (1/2) of the pay increases given to the new position.

3.07 Severance Pay

No regular employee shall be released because of technological change except upon one (1) weeks' notice, pay included, for each year of service, with a maximum of four (4) weeks, during which time such employee will be allowed up to five (5) hours per week with

pay, for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice, the City shall be informed as to whether the employee elects to receive severance pay as herein provided or be laid off in accordance with Article 7.

3.08 If the employee elects to receive severance pay, such employee shall lose seniority in accordance with Article 7 of this Agreement and in the event the employee is rehired by the City at a later date, such employee shall not again be entitled to severance pay as provided for in this Article.

3.09 The amount of severance pay entitlement to an employee pursuant to this Article shall be as follows:

One (1) month's pay at regular rates for each three (3) full years of service completed by the employee, PROVIDED HOWEVER, that the severance pay shall not be less than one (1) month's pay or more than three (3) months' pay.

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

3.11 No New Employee

No additional employees under this Article shall be hired by the City until the provisions of Article 3.05 have been met.

ARTICLE 4 - DISCUSSION OF DIFFERENCES

Section 1 - Committee on Labour Relations/Grievances

4.01 The City shall appoint and maintain a committee to be called the "Committee on Labour Relation/Grievances" comprising of members of the Nelson City Council or its representatives. The City shall inform the Union of the individual membership of the committee.

Section 2 - Union General Grievance Committee

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

Section 3 - Grievance Investigations and Meetings

4.03 The City agrees that time spent in investigating and settling disputes during working hours involving its employees by the Union Steward(s) shall be considered as time worked. The Union agrees to forward to the City a written list of the names of such Steward(s) and of replacement thereto.

4.04 The City agrees to grant time off with pay during any working day to Officers of the Union in order to attend meetings with representatives of management of the City, provided that notice be given to the immediate Supervisor by the Officer(s) of the Union so requesting the time off. The Union shall supply the City with a written list of names of its Officers for this purpose and inform the City of any changes to this list.

4.05 In order that the work of the City shall not be unreasonably interrupted, no Steward shall leave the job without obtaining the permission of the immediate Supervisor, which permission shall be given within an hour.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1

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

5.02 Stage 1

Within thirty (30) calendar days of learning of the grievance, the employee or employees concerned, with Union representation, shall endeavour to settle the grievance with the immediate Supervisor. Failing to reach a satisfactory settlement of the grievance within three (3) working days the grievance, may be referred to Stage 2.

5.03 Stage 2

The employee or employees concerned, with Union representation, shall meet with the Department Head and submit the grievance in writing. Failing to reach a satisfactory settlement of the grievance within four (4) working days the grievance may be submitted to Stage 3.

5.04 Stage 3

The employee or employees concerned, with Union representation, shall meet with the City Manager and shall submit the grievance in writing. Failing to reach a satisfactory settlement of the grievance within five (5) working days after its submission to the City Manager, the grievance may be submitted to Stage 4.

5.05 **Stage 4**

The grievance shall be submitted to Arbitration and/or Mediation by notice in writing by either party.

5.06 Time Limits

Time limits may be varied only by mutual agreement between the Parties.

Section 2 - Policy Grievance

5.07 Where a grievance involves a question of general application or Policy, the Union may refer the grievance to Stage 3.

5.08 The City shall have the right to submit any grievance regarding the interpretation or violation of this Agreement to the Union. Failing a satisfactory settlement within seven (7) working days the City may refer the grievance to Stage 4.

ARTICLE 6 - ARBITRATION

Section 1

- 6.01 Should the Committee on Labour Relations/Grievances and the Union General Grievance Committee fail to settle any difference, grievance or dispute whatsoever arising between the City and the Union, or the employee(s) concerned, such difference, grievance or dispute shall be referred to a single arbitrator or mediator or a Board of Arbitration by mutual agreement.
- 6.02 The Board of Arbitration shall consist of three (3) members: one (1) to be selected by the City; one (1) to be selected by the Union; and a third mutually acceptable person who shall act as Chair of the Board to be chosen by the two persons thus selected.

If the matter is referred to a single arbitrator or mediator the selection will be by mutual agreement.

In the event that the City and the Union are unable to agree upon the selection of the third member of the Board or a single arbitrator, the Minister of Labour shall be requested to appoint such member.

- 6.03 The decision of the Board of Arbitration or a single arbitrator, with respect to an interpretation or alleged violation of this Agreement, shall be final and binding upon the Parties.
- 6.04 Each Party will pay one hundred percent (100%) of the cost of the arbitrator appointed by such Party, and shall pay fifty percent (50%) of the cost of the Chair of the Board. In the event a single arbitrator or mediator is selected each party will pay fifty percent (50%) of the costs.

ARTICLE 7 - SENIORITY

Section 1 - Calculation of Seniority

- 7.01 Seniority shall operate on a bargaining unit wide basis unless specified elsewhere in this Agreement.
- 7.02 In the event that the City shall merge, amalgamate or combine any of its operations or functions with another employer, the City agrees to the retention of seniority rights for all employees with the new employer.

7.03 Regular Full-Time Employees

Following the probationary period, seniority credits shall commence from the seniority date of the employee and shall govern in all areas of this Agreement.

Permanent Part Time Employees

For part-time employees, in the case of promotions, demotions and lay-offs, seniority shall be calculated on the number of hours worked from the seniority date of the employee.

7.04 Temporary Employees

Seniority shall be calculated based on hours worked within the bargaining unit from the first date of employment (seniority date) and shall be credited to the employee following the probationary period and banked for the purpose of being considered for regular positions.

7.05 Casual Employees

On completion of five hundred (500) hours worked within a twelve (12) month period, casual employees shall have their seniority credits accrued since their service date, banked for the purpose of being considered for the categories stated above. Casual employees must work a minimum of five hundred (500) hours within a twelve (12) month period in order to maintain their seniority.

Section 2 - Seniority Lists

- 7.06 The City shall maintain one seniority list for all CUPE employees which will identify the following:
- employee status (full time, part time or casual),
 - start date in the bargaining unit,
 - seniority date for regular full and part time employees,
 - hours worked for temporary and casual employees

The list shall be updated annually and forwarded to the union and will be posted on all bulletin boards during the month of January of each year.

Section 3 - Probationary Period

7.07 During the Probationary Period, employees shall be entitled to all rights and benefits, unless otherwise specified in this Agreement.

Section 4 - Promotions, Transfers, Demotions

7.08 The City agrees that seniority shall be the determining factor in all cases of promotion, demotion or transfer, where competency, efficiency, ability and qualifications of competing employees are equal. The City shall determine competency, efficiency, ability and qualifications in a fair and equitable manner.

7.09 If a regular employee is promoted or transferred to a job within the bargaining unit, the employee shall pass through a qualifying period in the new position. An employee promoted or transferred shall be declared permanent in the new position conditional upon satisfactory service.

7.10 If an employee has been promoted or transferred and during the qualifying period is unable to perform the duties of the new job classification to a satisfactory level or within 20 calendar days the employee finds that the position is unsatisfactory, then the promoted or transferred employee shall be returned to their former position and any other employees hired, promoted or transferred because of the re-arrangement of jobs, shall be returned to their former position.

7.11 (a) In cases of promotion requiring higher qualification or certification, the City shall give consideration to employees who do not possess the required qualification but are preparing for qualification prior to filing of a vacancy. Such employees will be given an opportunity to qualify within six (6) months unless a longer period of time is agreed to by both Parties, and to revert to their former positions if the required qualifications are not met within such time.

(b) The City will inaugurate and maintain a system of "on the job training" so that employees shall have the opportunity of receiving training and qualifying for promotions. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during regular working hours by working together with a designated trainer for temporary periods, without affecting the salary or pay of the employees concerned. On the job training shall only take place when a designated employee is present and is instructing the trainee. Where competency, efficiency and ability are equal, seniority shall be the determining factor where two or more employees request training for the same position.

7.12 Where an employee is promoted to a new position as a result of job training program as set out in Article 7.11 or 7.22 of this Agreement, such employee shall retain all previous seniority with the City, accumulated in any other Department.

- 7.13 Where the employee is temporarily assigned to perform the duties of a higher classification, such employee shall retain the classification normally held, even though receiving higher pay during the performance of functions in the higher classification.

Section 5 - Job/Position Classification Changes

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

Section 6 - Transfers

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

- 7.16 An employee required to temporarily transfer to a position with a lower rate of pay than the employee's current rate of pay will continue to receive the current rate of pay for the duration of the temporary transfer.

Employees voluntarily transferring to a temporary position with a lower rate of pay than their current rate of pay will receive the rate of pay associated with the position they are transferring into.

- 7.17 If an employee is transferred to a temporary position outside of the bargaining unit, such employee will be notified in writing, copies to the Union, of the duration of the temporary period. The employee so transferring shall retain all seniority accumulated up to the date of leaving the bargaining unit, but will not accumulate any further seniority. The employee may elect to return or be returned to the bargaining unit during a period of one hundred and twenty (120) calendar days. An employee who elects to return or is returned to the bargaining unit by the City, shall be placed in a job consistent with the employee's seniority, however, such return to the bargaining unit shall not result in the lay-off or bumping of an employee holding greater seniority.
- 7.18 In all cases of a temporary transfer, both within and outside of the bargaining unit, such temporary transfer will not exceed one hundred and twenty (120) calendar days, unless the Parties to this Agreement mutually agree to extend the time limit(s).
- 7.19 Transfers extending beyond the one hundred and twenty (120) calendar day time limit and/or where no agreement can be reached to extend the period, or for a duration greater than one hundred and twenty (120) calendar days, shall be considered as a permanent transfer.
- 7.20 Notwithstanding any of the foregoing, no employee shall be transferred to a position outside of the bargaining unit without the employee's consent.

7.21 The Union shall be notified of all appointments, hirings, lay-offs, rehiring, and terminations of employment.

Section 7 - Special Skills Transfers

7.22 From time to time, employees may be selected for training and/or given special assignments in order to gain experience with the City, so that their skills and capabilities can be improved for job advancement. Subject to Articles 7.08 and 7.20, the City shall have the right to select and perform this qualification upgrading and to promote, engage, retain and dispense with employees' services in that area. Provided, however, that upon completion of termination of such assignments, the employee concerned shall be reinstated in the position he/she held prior to the assignment. No employee shall lose seniority as a result of such special assignment.

The City will post any training courses and/or any special assignments for which employees may be selected. The posting shall be posted for a period of one (1) week to afford all interested employees an opportunity to apply for such training.

Section 8 - Reduction of Work Force

- 7.23 (a) Both parties recognize that job security shall increase according to the length of service with the City. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of seniority and classification. Employees about to be laid off will be allowed to exercise their seniority to bump an employee with less seniority in any classification provided they are capable of performing the work as per current job description, with a reasonable amount of job orientation as agreed by both parties. Employees wishing to exercise their bumping rights must do so in writing to the immediate Supervisor within three (3) working days of being notified of their layoff. An employee about to be laid off shall be entitled to one (1) hour off with pay to meet with the immediate Supervisor to determine eligibility to bump into another position. At this time, he/she shall be given all the information regarding the job; hours of work, salary, benefits and job description. The immediate Supervisor shall notify the employee of his/her decision within three (3) working days. In the event that an employee is refused a bump into another position, the employee shall be advised in writing of the reasons for such refusal.
- (b) In no case shall the City be obliged to re-employ any employee who has been laid-off for a period of twelve (12) calendar months or longer.
- (c) Subject to Article 7.26, in the event of a lay-off an employee shall have the first right of recall to his/her former position. An employee may only elect to remain in his/her equal or lower classification. Employees that have bumped into a higher classification shall return to their former position upon recall by the City.
- 7.24 The City agrees to continue to pay the premiums of the approved medical insurance plan for laid-off employees for a period of three (3) months. The City shall not be required to make any such payments where an employee is elsewhere employed

during any such periods of lay-off.

In the event of a longer lay-off, employees so affected will be permitted to maintain Extended Health and Dental coverage with the City for an additional 9 months by providing payment in advance for benefit premiums.

7.25 Advance Notice of Lay-off

The City shall provide ten (10) days written notice of lay-off to all affected employees. In lieu of notice, severance pay in an amount equivalent to the period of written notice required shall be paid to the employee.

Section 9 - Recall Procedure

7.26 Subject to their ability to perform the work of the/a classification, employees shall be recalled in order of their seniority. The City shall notify the employee(s) by courier, and/or by personal contact, and wherever possible shall give ten (10) days' notice of the recall.

- (a) An employee recalled for work of short duration that has had less than ten (10) days' notice, shall not lose recall rights as per Article 7.26 for refusal to return to work.
- (b) An employee recalled for work of short duration at a time when the employee is employed elsewhere shall not lose recall rights as per Article 7.26 for refusal to return to work.
- (c) The City will establish and post a list of laid off employees for work of short duration. Once a recall has been established, the City will follow the list and advise the Union, in advance, or as soon as possible thereafter, of the recall.

7.27 Laid off employee(s) failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail, shall be considered to have abandoned their right to re-employment. Employee(s) requiring to give two (2) weeks' notice to another Employer shall be deemed to be in compliance with the seven (7) day provision.

7.28 Laid off regular employees shall retain their seniority accumulated up to the time of lay-off, for a period of twelve (12) months and shall be rehired, if the employee possesses the capability of performing the duties of the/a vacant job, on the basis of last-off first-on.

Section 10 - Seniority Miscellaneous

7.29 No New Employees

No new employee(s) shall be hired, until those laid off employees have been given an opportunity to recall, subject to their ability to perform the work of the classification.

7.30 Loss of and/or Continuing Seniority

An employee shall not lose accrued seniority rights because of absence from work due to:
Sickness Accident
Lay-off Approved Leave of Absence

however, employees shall lose seniority in the event that:

- (a) they are dismissed for just cause and are not reinstated;
- (b) they resign in writing and do not withdraw the resignation within two (2) days;
- (c) they fail to return to work within seven (7) calendar days following a recall notice after a lay-off, unless such employee(s) are indisposed due to sickness or other justifiable causes;
- (d) they are laid off for a period longer than twelve (12) months;
- (e) casual and temporary employees who have not worked for a period of twelve (12) months and will be notified in writing.

Employees who are off work on approved sick leave, Workers' Compensation or approved Union leave, shall continue to accrue seniority with the City during such absence.

7.30.1 Employees will continue to accrue seniority during unpaid leaves of absence for up to thirty (30) days per annum, as per Clause 7.30 provided that benefits accrue on a prorate basis.

7.31 Union Leave/Business

It is understood that where the City grants time off to an employee, or a leave of absence pursuant to Article IX, the employee shall not lose seniority rights and shall be entitled to return to the job the employee held at the time the time off/leave of absence was taken.

7.32 Grievance of Lay-off and Recalls

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

7.33 Disablement

An employee covered by this Agreement who has given good and faithful service to the City, and who, through advancing years or temporary disablement is unable to perform regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which the employee is assigned.

ARTICLE 8 - JOB DESCRIPTION, POSTING, VACANCIES & APPOINTMENTS

Section 1 - Job Description

- 8.01 (a) The City agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions, unless the Union presents written objection within thirty (30) days.
- (b) If the Union presents written objection to a job description presented to it by the City within thirty (30) days, the contentious job description shall be referred to a Joint Classification Committee comprised of two (2) representatives from the City and two (2) representatives from the Union to resolve the difference. If the Classification Committee is unable to resolve the difference, then it shall be submitted to the grievance procedure at Stage 3, pursuant to Article VI.
- 8.02 When any position not covered by Schedule "A" is established during the life of this Agreement, these matters shall be subject to negotiations between the City and the Union. The process used will be that outlined in 8.01 (a) and (b) above. The new rate shall become retroactive to the time the position was filled by the employee.

8.03 Changes in Classification

When the duties or volume of work in a job are changed or increased or where an employee and or the Union feels the employee is unfairly or incorrectly classified, the matter will be referred to the Joint Classification Committee. If the Joint Classification committee is unable to resolve the matter, it will be referred to the grievance procedure at stage 3. Changes in wage rate(s) shall be considered retroactive to the date the complaint was first submitted in writing.

Should the Joint Classification Committee establish that a job has exceeded the current wage grid, the job will be referred back to the Joint Labour Management Committee to negotiate a new rate of pay for the job. The newly established rate must be consistent with the current structure set out in schedule "A".

8.04 Elimination or Change of Classification

- (a) Existing classifications shall not be eliminated or changed without prior notification to the Union. If the Union objects to the elimination of the classification in writing within thirty (30) days of being notified, the matter shall be referred to the Joint Classification Committee. If the Joint Classification Committee is unable to resolve the difference, then the matter shall be referred to the grievance procedure starting at stage 3.

Joint classification Participation

- (b) The City agrees that, where permission has been granted for representatives of the Union to leave their employment temporarily in order to participate in the Joint Classification Committee, they shall suffer no loss of pay or benefits for the time so spent.

Section 2 - Job Posting

- 8.05 When a vacancy has occurred or is created inside of the bargaining unit, or an employee is on holiday prior to retirement, the City shall, within fourteen (14) days of the vacancy, post notice of the position vacated on all Union bulletin boards and the City's place of business for a minimum of seven (7) calendar days, so that all members will be aware of the vacancy; or alternatively advise the Union within the same fourteen (14) days after the occurrence of the vacancy that the position will not be posted. If, after posting the position, no employees express an interest in filling the vacancy, the City may advertise and seek an employee from outside the bargaining unit.
- 8.06 Notwithstanding Article 8.05, if it has been determined that no member in the bargaining unit has the required qualifications for the vacancy, the City, with notice to the Union, may post the vacancy simultaneously inside and outside the bargaining unit.
- 8.07 Information of Posting/Vacancy

Such notice shall contain the following information:

Nature of position, qualifications, skills, knowledge and education required, shift, including on-call requirements, wage rate and the closing date for applications to the position.

Section 3 - Processing and Filling of Vacancies/Appointments

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

ARTICLE 9 - LEAVE OF ABSENCE

Section 1 - Unpaid Leave - General

9.01 The City shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the City.

9.02 Union Leave

Provided the City's operational needs are met, provided reasonable notice is given, and provided there is no cost to the City, leave of absence without pay and with full accrual of seniority shall be granted upon request to the City to employees elected or appointed to represent the Union at Union conventions, conferences and seminars. Such time shall not exceed a total of fifty (50) worker days in any one year. The City agrees to pay employees on Union leave as if they are working, and the Union agrees to reimburse the City for the expense of this leave.

9.03 Full-time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay and without loss of seniority.

- i) For any employee to seek election in school board, municipal (City of Nelson exempt), provincial, federal, First Nation or other Aboriginal election, for a maximum period of ninety (90) days;
- ii) For any employee elected to a public office for a maximum period of five (5) years;
- iii) For any employee elected or selected to a full-time position within CUPE or anybody to which CUPE is affiliated, the leave shall be for the period of the term and shall be renewed each year during the employee's term of office.
- iv) For any employee appointed or elected to a full-time position with a First Nation or other Aboriginal organization, the leave shall be for the period of the term and shall be renewed each year during the employee's term of office.

9.04 Collective Bargaining Leave

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

9.05 Union Representation/Grievance Leave

The City agrees that, where permission has been granted to a representative(s) of the Union to leave their employment temporarily in order to carry out union duties with respect to a grievance or potential grievance/investigation, the employee shall suffer no loss of pay or benefits for the time so spent.

9.06 Compassionate Leave

In the case of the memorial services of a parent, wife, husband, common-law spouse, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law an employee shall be granted leave of absence without loss of pay on the following basis:

- (a) Where such memorial services occur within the boundaries of the Regional District of Central Kootenay and Regional District of Kootenay Boundary, such leave shall be three (3) days.
- (b) Where such memorial services occur outside the boundaries of the Regional District of Central Kootenay and the Regional District of Kootenay Boundary, but in the Province of BC, such leave shall be four (4) days where the employee attends the funeral.
- (c) Where such memorial service occurs outside the Province of BC, such leave shall be five (5) days. Where the burial occurs outside the Province of B C, such leave shall also include two (2) days travelling time without pay.
- (d) Compassionate Leave During Vacation

Should an employee qualify for compassionate leave during an approved scheduled vacation, the Employer shall credit the vacation bank for the amount of the compassionate leave as outlined in sections (a), (b) and (c) of this clause.

9.07 Pallbearer Leave

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

9.08 Educational Leave

The City agrees to pay the full cost of any course of instruction required by the City for any employee to better qualify the employee to perform their job. Such payment shall be made upon successful completion of the course. Employer agrees to advance funds if requested by employee.

9.09 Family Sick Leave

Employees shall be allowed up to five (5) days per annum to engage in a personal or family member's preventative medical/dental health care or to care for sick family members provided that the employee is the only one available to provide care and that the family member resides within fifty miles of the City of Nelson and provided that such days be used from the employee's sick leave credits. For the purpose of this clause "family member(s)" shall mean a child, spouse or mother or father who is solely dependant on the employee for care at the time leave is requested. Additional days may be granted by the employer for special or emergent circumstances for appointments made outside the boundaries of the Regional District of Central Kootenay or the Regional District of Kootenay Boundary.

Medical appointments shall be made whenever possible at the beginning and/or end of the regular working day or shift.

9.10 Jury and/or Court Leave

Employees who are subpoenaed by the Crown for jury duty or as a witness for the Crown, shall continue to receive their regular pay. The employees shall turn over to the City any monies they receive from the Crown on the days they are normally scheduled to work, providing that this does not exceed their regular pay rate.

ARTICLE 10 - HOURS OF WORK, OVERTIME AND WAGES

Section 1 - Hours of Work

10.01 The regular working week for all outside employees covered by this Agreement shall constitute forty (40) hours per week for regular full time employees, except for those special shifts and classifications as provided in Schedule "C" of this Agreement.

10.02 The regular working week for all office employees covered by this Agreement shall constitute thirty-five (35) hours per week.

Section 2 - Shift Work

10.03 Premium Shift for all employees shall be any shift that starts or ends between 5:00 p.m. and 7:00 am.

10.04 (a) The City shall have the right to institute a shift schedule inclusive of Saturday and Sundays, provided that such shifts are regularly scheduled and established for a period of two (2) consecutive weeks worked, or more. Employees working on such scheduled shifts shall receive two (2) consecutive days of rest in each work week. All shift work shall be awarded on the basis of seniority and qualifications.

The City agrees to pay on change of shifts for employees assigned to snow removal, sand clean-up and Parks employees weekend shift differential of fifty (\$.50) cents per hour for the entire week.

Shift Changeover

The City and the Union agree that there will be one day off in the changeover from a regular week shift to a weekend shift and from the weekend shift to the regular shift.

Notice of changeover must be given by Friday of the previous week.

Employees shall be allowed to attach either a holiday, LOA, or Accumulated Banked Overtime day to their single day off upon their request with the exception of emergency situations.

Employees must advise their supervisors of their intention upon being notified of the shift change.

Employees will be compensated for the shift changeover by receiving weekend shift differential for all days worked while on weekend shifts.

(b) The City shall post winter shifts schedules by October 1st. At the commencement of the winter schedule all snowplow drivers who are not heavy equipment operators, or of equivalent pay grade, shall be issued a transfer to heavy equipment operator on a temporary basis. Clause 7.19 shall not apply in this case.

10.05 The provisions of Article 10.04(a) shall not apply in respect to such shifts provided that any employee working a scheduled day of rest shall receive overtime rates as set out in Article 10.10 of this Agreement.

Section 3 - Shift Premiums

10.06 Employees assigned to work a premium shift shall receive a shift premium of fifty (\$.50) cents per hour in addition to their regular rates of pay.

Graveyard Shift

Any shift where the majority of hours fall between the hours of 11 p.m. and 7 a.m. will receive one dollar (\$1.00) per hour for all hours worked.

10.07 Weekend Shift Premium

All employees shall receive an additional fifty (\$.50) cents per hour for working on Saturday and/or Sunday.

Section 4 - Overtime

10.08 Overtime Defined

Overtime is all time worked in excess of:

- (a) eight (8) hours per day, forty (40) hours per week for outside workers
- (b) seven (7) hours per day, thirty-five (35) hours per week for inside workers.

10.09 Overtime shall be paid for at the rate of time and one half (1 1/2) for the first two (2) hours in any day or shift and double (2x) time thereafter.

10.10 All time worked on a scheduled day of rest shall be paid for at one and one-half (1 ½) the standard rate of pay for the first two (2) hours worked. All remaining time worked shall be paid for at double (2x) the standard rate of pay. Any employee who is required to work on a holiday shall be paid at the rate of double (2x) the standard rate of pay for every hour worked in addition to the regular holiday pay.

10.11 Overtime Bank

Overtime shall be paid for in wages or in compensating time off. The employee shall indicate to the Supervisor at the time the overtime is requested an/or performed, whether the overtime will be taken as a cash pay-out or in compensating time off.

- (a) Compensating time off may be credited in the employee's overtime bank to a maximum accumulation of one hundred (100) hours per annum.

- (b) Reasonable opportunity shall be given to all employees to use their booked overtime, provided the City's operational needs are met, provided reasonable notice is given and provided there is no cost to the City. PROVIDED HOWEVER that all overtime books must be cleared by February 28 of the calendar year following the calendar year in which the overtime was earned, unless mutually agreed between the employee and the City.
- (c) The City shall have the right to require an employee to use his booked overtime before February 28 of the following year. Where the City does not exercise this right, all unused credits shall be paid out at the employee's current rate of pay, on the first pay period commencing after February 28, unless mutually agreed between the employee and the City.

Section 5 - Call-Back

10.12 Every employee who is called out and required to work outside regular work hours shall be paid a minimum of four (4) hours at overtime rates.

In the event of operational necessity, employees at the worksite may be required to commence work prior to the scheduled shift start time and will complete their shift at the end of eight (8) hours. Article 10.08 will apply in the event an employee is required to work beyond eight (8) hours.

- 10.13 (a) Overtime and call-back time shall be divided equally among the employees engaged in similar types of operations and who are qualified to perform the work that is available.
- (b) Whenever there are extra hours of work available and wherever possible, the Employer agrees to use a callout system for distribution of extra hours, based on seniority, ability and availability for work.

Whenever possible the Employer agrees to distribute extra hours to part-time workers based on seniority, ability and availability of work in the Transit Department.

10.14 Providing funds are available, the City will make every reasonable effort to provide training for all interested staff to work in positions that have historically had above normal overtime. There shall be no extended amount of overtime worked in any operation while there are employees on lay-offs in the same or similar types of operation, and qualified to perform the available work.

Section 6 - Stand-By/On-Call

10.15 Employees who are required to be on stand-by shall be entitled to earnings at their regular rate of pay based on the following formula:

Monday to Sunday two (2) hours per day

Statutory holidays three (3) hours per day

All hours actually worked by a stand-by employee shall be paid at overtime / call out rates in accordance with the overtime provision. Compensating time off may be credited in the employee's overtime bank as per article 10.11.

Section 7 - Wages

10.16 The City of Nelson shall pay wages to its employees in accordance with Schedules "A" and "B", attached hereto and forming part of this Agreement.

10.17 The City shall pay salaries and wages every second Friday. The pay period for hourly rated employees will terminate on the Friday previous to the pay day. On each pay day, an itemized statement of wages and deductions shall be provided to each employee.

Section 8 - Job Classification Committee

10.18 The City and the Union agree, in the case of the creation of any job which may hereafter change sufficiently to warrant reclassification, to apply the relevant base rate to such job, which shall be determined by a Job Classification Committee that shall be composed of equal representation from both the City and the Union.

Section 9 - Wage Differentials

10.19 a) Any employee required in the course of his/her work to come into direct contact with bitumen, hot asphalt mix, live sewerage, or raw garbage shall be entitled to an increase in pay of:
fifty (50) cents per hour while actually so employed.

b) **Any employee assigned by their supervisor to demolish or clean up a homeless encampment or abatement of a building that is known to contain asbestos, shall receive a differential of two (\$2.00) dollars per hour for time spent working in these situations.**

Asbestos abatement shall be determined by a qualified professional and abatement will be done only by staff trained in the appropriate process.

Homeless encampment is an area where a group of people lived in homelessness together often in tents or temporary structures.

10.20 Training Allowance

Premium pay of one dollar and fifty cents (\$1.50) per hour will be paid to an employee for the hours when she/he is assigned to train another employee(s). Employees will only be entitled to the premium pay provided they have Trainer Certification through a recognized authority.

ARTICLE 11 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

Section 1 - Statutory Holidays

11.01 (a) Employees shall be entitled to twelve (12) Statutory Holidays and such other holidays as may be proclaimed or declared by either the Federal, Provincial or Local Governments.

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
British Columbia Day	

(b) A regular part-time employee shall be paid the average daily earnings based on a five (5) day work week, exclusive of overtime, for the days worked in the four (4) week period immediately preceding the week in which the Statutory Holiday occurs. For the purpose of this clause either the Employment Standards Act or this clause shall apply, whichever is the greater.

(c) For the purpose of Clause (b) above, Statutory Holiday pay shall be calculated by taking the number of days worked or portion thereof, divided by twenty (20) and multiplied by the average daily rate.

11.02 Statutory Holidays shall be paid at the rate of one (1) day's wages provided that the employee works the scheduled day previous to such holiday and the scheduled day following such holiday. In the event of illness or accident on any of the scheduled days prior to or after the holiday during the period of time employed, the employee will be required to present the supervisor with medical proof of the occurrence of illness/accident. This Clause shall also apply to those employees who have received permission from their immediate supervisor or foreman to be absent on the scheduled day prior to and/or after the holiday.

11.03 When any of the Statutory Holidays listed in Section 1 fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday. Calculations, however, for the Statutory Holiday shall remain the actual calendar date.

11.04 An employee who is not scheduled to work on any of the Statutory Holidays listed in Section 1 shall receive holiday pay equal to one (1) day of pay.

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

- 11.06 An employee shall receive an additional day of vacation with pay when any such holiday falls during the employee's vacation with pay, and the employee would have become entitled to pay for such a holiday not worked, had the employee not been on vacation.

Section 2 - Annual Vacation

11.07 Entitlement

All employees shall be credited for and granted vacations earned up to their anniversary date as follows:

Three (3) weeks after one (1) year
Four (4) weeks after five (5) years
Five (5) weeks after ten (10) years
Six (6) weeks after twenty (20) years

After 25 years - one additional day for each year of service beyond twenty-five (25) years.

- 11.08 An employee leaving the service at any time in the employee's vacation year before such employee has taken vacation entitlement, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. When an employee dies, the employee's estate shall be credited with the value of vacation credits owing to the employee at the time of death.

11.09 Vacation Pay

For the purpose of computing vacation pay in this Article, the word "pay" shall mean remuneration for the entitled period of vacation, based on salary or hourly rates, whichever may apply (inclusive of differentials), received by the employee, for the major portion of the calendar month immediately prior to the vacation.

- 11.10 Vacations must be taken before the anniversary date of the succeeding year, however, extensions to this time limitation must be of mutual agreement between the City and the employee, with notification to the Union.
- 11.11 Employees shall make application for vacation entitlement prior to February 28th each year for the next twelve (12) month period. Subject to the operational requirements of that Department, annual vacations shall be awarded on the basis of seniority within the bargaining unit.
- 11.12 (a) The City shall post a list of awarded vacation entitlements on all Union bulletin boards not later than March 15th each year. Employees failing to make application for vacation entitlement under this Article shall be assigned their vacation on a first come first serve basis; subject to the operational requirements of that Department.
- (b) Vacation entitlement will not be allowed for less than one (1) week periods, unless otherwise mutually agreed upon by both the City and the employee.

- (c) Annual vacation entitlements must be scheduled prior to an unpaid Leave of Absence being approved.

11.13 Illness Prior to Scheduled Vacation

Should an employee be admitted, with an illness, for a stay of more than three days in a hospital prior to the employee completing his or her last shift before an approved scheduled vacation, the employee shall be entitled to sick leave for the duration of the illness and the vacation time shall be rescheduled by the Employer.

- 11.14 The Employer may schedule up to twenty-five (25%) percent of banked time, paid time holidays off between November 1st and March 31st at a time mutually agreed between the supervisor and the employee.

ARTICLE 12 - GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT

Section 1 - Employment Abandonment and General Conditions of Employment

12.01 Employment Abandonment

If an employee is absent from work for a period of seven (7) days without sufficient cause and fails to notify the Employer and/or communicate with the Employer, the employee will have been considered to have abandoned and resigned from employment with the City.

12.02 Employer Property

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

12.03 Badges and Insignia

Employees shall be permitted to wear Union pins or badges.

12.04 All employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of a shift, or as otherwise specified in Schedules.

Notwithstanding the above, employees scheduled to work less than six (6) hours will receive one fifteen (15) minute rest break. Employees scheduled to work greater than six (6) hours will receive two (2), fifteen (15) minute rest breaks.

Section 2 - Disciplinary Procedure

12.05 The City shall have the right to establish a step discipline system to provide a uniform means of handling infractions of City rules and regulations and to facilitate concise record keeping procedures as well as to ensure the equitable progressive administration of discipline.

12.06 Whenever the Supervisor deems it necessary to discipline an employee, the employee shall have the right to have a Shop Steward or Union Representative of the employee's choice present at a disciplinary meeting. The Supervisor shall provide written notice of the incident in compliance with Article 12.07 and 12.08.

12.07 (a) The City shall notify an employee in writing of any complaint against the employee by the City within five (5) working days of the City becoming aware of the event of the complaint, with a copy to the Union. Such written notice shall form a part of the employee's record. The notice shall include particulars of the work performance or incident which led to the dissatisfaction.

- (b) If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record for use against the employee at any time. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the City, whether or not it relates to the employee's work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's record. Nothing in this clause shall eliminate the City's right to immediate discipline of an employee when necessary.

12.08 (a) Level 1 – Verbal Discipline

If not in itself serious enough to warrant suspension or discharge, the employee may be given an oral reprimand by his/her immediate supervisor and advised that another offence may result in a written warning. The oral reprimand follows discussion of the problem with the employee. The oral reprimand will be placed in the employee's personnel record.

(b) Level 2 – Written

- (i) If not in itself serious enough to warrant suspension or discharge, an employee will be given a written warning by his/her immediate supervisor and advised that another offence will result in suspension.
- (ii) The written reprimand may contain a warning in respect of future reoccurrence. A written reprimand shall be documented in a report to the personnel file.
- (iii) A copy of the written warning, to include a clear statement of what is expected and the consequence of further transgressions, will be hand delivered to the employee and a copy forwarded to the personnel file and a copy to the Union.

(c) Level 3 – Suspension

- (i) If not in itself serious enough to warrant discharge, an employee will be given one (1) or more days suspension without pay by his/her immediate supervisor and warned that another offence will result in discharge.
- (ii) Written notice of suspension or other disciplinary action requires authorization by the Department Head and/or the Chief Administrative Officer. The written notice of discipline is used to indicate the application of discipline, the reasons for discipline and the actions that have been taken to modify the behaviours by the Supervisor. These factors as well as other relevant matters will be included in the notification report to the employee, to the Department Head and the Chief Administrative Officer and a copy to the Union. The employee will be interviewed and the report will be the documentation of the interview.

- (iii) The report on the suspension of an employee shall be placed in the employee's personnel file. In addition to verbally informing the employee of a suspension, he/she shall be informed in writing, with a copy to the Union, with reference made to previous statement of what is expected and the consequences of further transgressions.
- (d) Level 4 – Final Offence – Discharge
- (i) An employee will be discharged by the Chief Administrative Officer or Department Head for just cause.
 - (ii) Dismissal may result from just cause or a lack of response by an employee to correct form of discipline or, an initial offence if such offence is of a serious nature and/or a culminating incident which in itself would not normally result in dismissal but in consideration of other documented problems with the employee justified dismissal. The documentation of the incident prior to such culminating incident, shall specify all previous documented incidence of discipline and must contain notice of warning to the employee, that the next incident will be considered a culminating incident and dismissal will result.
 - (iii) When it becomes necessary to discharge an employee, he/she shall be given a termination slip indicating the reason for the discharge with a copy to the Union.

12.09 Additional Notices

The City has the option of issuing as many Level 1 and 2 notices as it feels may be required before proceeding to the notice of suspension depending on the seriousness of the incident.

12.10 Employee Right to Grieve

At any stage of the above discipline procedure, the employee facing discipline may choose to grieve in accordance with Article 5. Prior to a grievance, the employee has the right to disagree and after the settlement of a grievance there is no disagreement.

12.11 Personnel Records

Letters of discipline shall be removed from the employee's personnel file provided there has been a period of twelve (12) months for Level 1 and 2 notices and eighteen (18) months for Level 3 notices, provided the employee has had no reoccurrence of the incident that led to the issuance of the notices.

Section 3 - Legal Costs

12.12 Notwithstanding any disciplinary action for just cause under the terms of this Agreement, where any employee is found not guilty in any court of charges or lawsuits resulting from

the performance of the employee's duties for the City, the City agrees to pay all reasonable legal costs in connection with the employee's defence, provided that the City is advised of any legal action against the employee within four (4) days unless extenuating circumstances are applicable.

Section 4 - Transportation, Accommodation, Tools, Allowances

- 12.13 Employees using private automobiles at the request of the City to carry out their duties shall be paid a monthly allowance based on their estimated mileage at a rate of fifty (\$.50) cents per kilometre for a car and fifty-five (\$.55) cents per kilometre for a four (4) wheel drive vehicle; or as per Nelson Policy Manual, Policy #1650.00.005 or whichever is greater.
- 12.14 (a) The City agrees to replace broken or worn out tools of all employees classified as carpenters, and plumbers upon presentation of the said tools by such employee to the supervisor for approval.
- (b) The City agrees to pay all mechanics five hundred (\$500.00) dollars per year tool allowance, for the use of their personal tools for City work.
- (c) Employer will purchase coveralls for each mechanic as required and will be responsible for the cleaning of the coveralls.
- 12.15 Any employee required to work in excess of ten (10) consecutive hours shall be entitled to a meal allowance not to exceed the sum of twenty (\$20) dollars, paid by the City.

Section 5 - Miscellaneous

- 12.16 The City agrees to install heaters in all equipment where practicable.
- 12.17 The City shall provide fire insurance covering the tools owned by employees and used in performance of their duties with the City.
- 12.18 Proper accommodations, including washrooms and dry room facilities shall be provided for employees to have their meals and keep their clothes.

Section 6 - Employees Files

- 12.19 Employees will be granted access to their own personnel files.

Section 7 – Training

- 12.20 Employees may be approved to take up to four (4) training courses during non-working time, per year specifically related to their work with the City. The Supervisor may approve time off, with pay for this training, to a maximum of twenty-five (25%) percent of the time actually spent at the training course. Such time off shall be granted at a mutually agreed time between the Supervisor and the Employee.

Section 8 – Casual and Temporary Employees

12.21 In lieu of statutory holidays, annual vacations, Health and Welfare benefits, premiums and paid leaves (sick leave), unless otherwise specified, casual and temporary employees will receive twelve percent (12%).

ARTICLE 13 - SICK LEAVE

Section 1

13.01 Sick Leave Definition

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

13.02 Sick Leave Credit

All employees shall accumulate sick leave credits with pay on the basis of one and one-quarter (1 ¼) work days per month, cumulative up to a maximum of one hundred and fifty (150) days.

13.03 Sick Leave Pay

In the event of illness, an employee shall receive a full day's pay at the employee's base rate (exclusive of all differentials) received by such employee on the last working day prior to such illness for each day lost from work.

13.04 Proof of Illness

An employee may be required, upon request of the Supervisor to produce a valid doctor's certificate for any illness, certifying that such employee is unable to work due to illness.

13.05 Notice of Sick Leave

Employees reporting sick shall make all reasonable efforts to provide their supervisor a minimum of one (1) hour notice before their shift is to begin.

13.06 Where an employee has been on sick leave, Worksafe BC or LTD, the employee shall provide his/her Supervisor with reasonable notice of intent to return to work.

If an employee has been on sick leave, Worksafe BC, or LTD for a minimum of twenty-four (24) months, the employee relinquishes the right to his/her position and the employer can post the position. Upon medical certification, any employee medically fit to return to work after twenty-four (24) months, will be placed in an equivalent position. If no such position exists, the employee will be allowed to bump in accordance with the provisions of Article 7.23.

Section 2

13.07 Sick Leave Records

A record of all unused sick leave will be kept by the City. Employees are to be advised

upon application, of the amount of sick leave accrued to their credit.

Section 3 - Payout of Sick Leave - Extension of Sick Leave and Miscellaneous

13.08 When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the City upon expiration of such leave of absence, etc. the employee shall not lose sick leave credit, if any, existing at the time of such leave or lay-off.

13.09 Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work by reason of illness at the termination of the period for which sick leave with pay is granted, for a length of time to be agreed upon by the two Parties.

13.10 Sick Pay-out on Retirement

All employees shall upon retirement, pursuant to the provisions of the Municipal Superannuation Act or in accordance with City policy, become eligible for and receive at the employee's current rate of pay the following percentage of their accumulated sick leave on the following scale:

After five (5) years of service, twenty (20%) percent and an additional two (2%) percent per year up to the employee's anniversary date in 2004 and one (1%) percent per year thereafter to a maximum of one hundred and fifty (150) working days.

If an employee has twenty (20) years of service or more, and dies prior to retirement, the Sick Leave pay-out will be paid to the employee's designated beneficiary.

ATTENDANCE ENHANCEMENT PROGRAM

Effective January 1, 2014

Employees will earn an additional two (2) days per each year of service for the purpose of sick leave pay-out upon retirement, up to a maximum of fifty (50) days. These additional sick leave days will be accumulated under the same terms and conditions as general sick leave but are for the purpose of sick leave pay-out only.

Fifty (50%) percent of sick days taken after December 31, 2013 will be deducted from the employees' sick time accumulation prior to determining the amount of pay-out upon retirement.

Sick leave credits used as a result of a catastrophic illness or used for WCB top-up per clause 11.03 will not be deducted from an employee's retirement allowance total.

13.11 Workers' Compensation

An employee prevented from performing regular work with the City due to an occupational accident that is compensable within the meaning of the Workers'

Compensation Act, shall receive from the City the difference between the amount payable by the Worksafe BC and the employee's regular salary (top-up) if the employee so elects, in which case the employee's accumulated sick leave credits shall be debited by an amount equal to that proportion not covered by the compensation. Every reasonable effort shall be made to provide suitable light duty work, if available, for employees who are on a Worksafe Claim or extended illness, subject to approval by a doctor and/or Worksafe BC.

Employees in receipt of Worksafe Benefits will continue to accrue seniority and receive benefits under Article 15 and the City will pay the premiums of the benefits accrued under Article 15. Employees will not accrue sick leave credits on Worksafe benefits. Accrual of Municipal Pension Plan benefits shall be subject to the provisions of the Public Sector Pension Plans Act. Employees in receipt of Worksafe benefits will accrue vacation credits on the first thirty (30) days of a WCB claim and then on the top-up portion only for claims in excess of thirty (30) days.

13.12 Duty to Accommodate

Employees who are unable to return to their original job due to a medical restriction caused by occupational sickness/injury will be given the opportunity to bump and/or train for a position if available relative to their seniority and qualifications.

ARTICLE 14 – PREGNANCY LEAVE AND PARENTAL LEAVE

- 14.01 Pregnancy shall not constitute cause for dismissal.
- 14.02 Pregnancy and Parental Leave shall be granted in accordance with the provisions of the Employment Standards Act, Part 6 – Leaves and Jury Duty, Sections 50, 51 and 54 as per Employment Standards Act [RSBC 1996] Chapter 113.
- 14.03 On completion of the probationary period an employee shall qualify for maternity leave and the City shall not deny the pregnant employee the right to continue employment during the period of pregnancy.
- If an employee takes Pregnancy leave and or Parental Leave during the employee's probationary period, the probationary period shall continue after the employee returns from leave.
- 14.04 Should an employee require a longer period of Pregnancy Leave because of health reasons and/or complications, and extension up to a maximum of three (3) months will be granted on production of a Medical Certificate.
- 14.05 Employees shall retain full employment status and accumulate all benefits of this Agreement while on Pregnancy or Parental Leave.
- 14.06 An employee shall give the City at least two (2) weeks' notice/advice of intention to return to work after Pregnancy or Parental Leave of absence and the employee shall be returned to the former position. However, if the former position no longer exists, then such employee shall be placed in an equivalent position in the Department.
- 14.07 Wherever the BC Labour Codes, Employment Standard Act or Federal Labour Legislation provide superior provisions for Pregnancy or Parental Leave, such legislation shall prevail.

ARTICLE 15 - BENEFITS AND HEALTH CARE PLANS

Section 1 - Health Care Plans

15.01 (a) Municipal Pension Plan

All eligible employees will be enrolled in the Municipal Pension Plan. Contributions to Municipal Pension Plan increased by one (1%) percent effective January 1st, 2001. This is mandatory for all employees.

(b) Municipal Pension Plan Buy Back

An employee may elect to buy back both the employee's and the Employer's portions of Municipal Pension Plan coverage back to their start date. The employee may elect to make payments to Superannuation through payroll deductions.

15.02 Group Life Insurance Plan

Upon completion of the probationary period, all employees shall join the Group Life Insurance plan provided by the City for two (2) times their annual salary effective immediately with a minimum coverage of thirty thousand (\$30,000.00) dollars up the age of sixty-five (65) years. The City shall pay one hundred (100%) percent of the premium costs.

- 15.03 (a) The City shall contribute one hundred (100%) percent of the premiums of the recognized medical plan, including an Extended Health Benefit Plan which includes **fifty (\$50.00)** per visit for professional services (i.e. Acupuncturist, Chiropractor, Massage Practitioner, Naturopath, Physiotherapist, Podiatrist, Psychologist and Speech Language Pathologist) to a maximum total usage of **five** hundred (\$500.00) dollars per year per service.

In the case of absence for illness, the City's contribution will be paid for a maximum of one (1) year from commencement of illness. Thereafter, and for the full period of any other authorized absence, the employee may pay the full premiums through the City, if the employee so desires.

- (b) The City shall pay one hundred (100%) percent of welfare provisions (i.e. Extended Health and Group Insurance) upon:
- (i) Retirement - Medical and Extended Health only;
 - (ii) Total disability of employee in service:
 - Extended Health
 - Group Insurance to age 65 only
 - Extended Health Coverage will be paid to the widow for a period of three (3) years in the event of death of employee in service.

15.04 Dental Plan

(a) All eligible employees shall participate in a Dental Plan covering:

- 100% cost of Plan "A"
- 50% cost of Plan "B"
- 50% cost of Plan "C"

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

Premiums 80% paid by City; 20% paid by employees, effective the date of ratification.

(b) Employees shall have the option for increased coverage as:

- 60% cost of Plan "B"
- 50% cost of Plan "C" - \$2500.00 per employee

On the condition that the employee pay the additional costs.

15.05 Long Term Disability

All eligible employees shall be enrolled in the Long Term Disability Plan 100% employee paid. While on long term disability an employee shall continue to accrue seniority and benefits, excluding sick leave, for a period of up to two years.

Employees will not accrue vacation or sick leave credits while in receipt of Long Term Disability Benefits.

15.06 Vision Care

A vision care benefit providing a maximum of three hundred and fifty (\$350.00) dollars every thirty (30) months and a maximum of one hundred (\$100.00) dollars for eye exams every thirty (30) months per employee, spouse, and dependent children to age 25, providing the child is covered under the employee's Extended Health benefits.

Premiums are one hundred percent (100%) paid by the Employer.

Section 2 - Qualifications for Benefits

15.07 It is hereby mutually agreed that the same conditions of eligibility and termination also shall apply to the employee participants in the Group Insurance plan as with the approved Medical Insurance plan. It shall be a condition of employment for each and every employee/member of Local Union 339 to join the Group Insurance Plan as soon as eligible.

15.08 The City agrees to pay one hundred (100%) percent of the cost of the monthly premiums for a period of three (3) months for laid off employees. However, the City shall not be required to make any such payments where an employee is elsewhere employed during any such period of lay-off.

15.09 After the three (3) months' period has elapsed, laid off employees may still participate in the Plan, but the total monthly premium cost must be borne by the employee concerned and coverage cannot continue beyond a further three (3) months, so that unless a laid off employee is recalled within a total period of twelve (12) months, the employee shall be considered to have been terminated at the twelve (12) month ending date, subsequent to the date of lay-off.

15.10 Employee & Family Assistance Program

The parties jointly agree to maintain an employee and family assistance program. The cost of the premium for the EFAP will be shared as follows:

Employer	eighty-five (85%) percent
Union	fifteen (15%) percent

15.11 Same Sex Spouse Benefits

The Employer agrees, where the benefit carrier recognizes and when an employee applies, coverage for a same sex spouse will be provided. Coverage is subject to carrier approval.

15.12 Benefits for Employees 65 and older

A regular full-time employee who chooses to work beyond the age of sixty-five (65) years old will continue to accumulate seniority and receive benefits except for those benefits which third party carriers will not provide. Where the carrier will provide benefits but the premium costs exceed the rates paid for employees under the age of sixty-five (65), if the employee chooses to continue with the coverage, the employee must pay the difference in premium costs directly.

15.13 Change in Benefits

- (a) Employer should not make any changes to the EHB levels (based on the current drug and treatment coverage as at January 1, 2004) without mutual agreement with the Parties. Notwithstanding the above, the Union will agree to changes that would reduce premium increases that will not negatively impact the health care of its members (e.g., Generic Drugs).
- (b) Out of Country Medical coverage will not exceed a maximum of 60 days per trip.

ARTICLE 16 - SAFETY

Section 1 - Safety Committee and Duties Thereof

16.01 Establishment of Committee

- (a) An Occupational Health and Safety Committee shall be established with four (4) representatives of Management and four (4) representatives of the Union and the Committee shall enjoy the full support of both parties in the interests of improved occupational health and safety issues in the work place.
- (b) All departments of the City have regular monthly safety meetings with a view to developing a safety attitude. Minutes from these meetings will be sent to the committee as established in (a) above for recommendations on issues that cannot be resolved in the individual department and these minutes shall be circulated to the City Administrator and the Union.

16.02 Function of Committee

The Committee shall concern itself with the following matters:

- (a) To work together towards promoting occupational health and safety practices for the benefit of both the employees of the Union and the City.
- (b) All unsafe or dangerous conditions shall be taken up and dealt with at meetings of the Committee.
- (c) Reviewing questions and suggestions from employees related to safety and sanitation on the job.
- (d) Make recommendations to the City respecting any matters pertaining to safety and unsafe or dangerous conditions.
- (e) To ensure that all Workers' Compensation board rules and regulations are understood and applied as required.
- (f) Recommendations will be implemented within reasonable time and subject to funds available in the current budget, based on priorities.

16.03 Meetings of Committee

The Committee shall meet at least once each month at a mutually agreeable time and place. Its members shall receive a notice of the meeting and an agenda where possible at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

16.04 Chair of the Meeting

A City and a Union representative shall be designated as joint Chair and shall alternate in presiding over meetings.

16.05 Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared as promptly as possible after the close of the meeting. The Union, the CUPE representative and the City shall each receive at least one (1) signed copy of the minutes within three (3) days following the meeting.

16.06 Jurisdiction of Committee

The Committee shall not supersede the activities of any other Committee of the Union or the City and does not have the power to bind either the Union or its members or the City to any decisions or conclusions reached in its discussions. The Committee shall have the authority to make recommendations to the Union and the City with respect to its discussions and conclusions.

Section 2 - Safety Clothing, Tools, Etc.

16.07 Safety Clothing and Equipment

All employees working in any dirty or dangerous capacity shall be supplied with all necessary safety tools, safety equipment and protective clothing inclusive of raingear and steel toed gum boots, from the tool crib and the issue of protective clothing is to be at the discretion of the Supervisor in a fair and equitable manner.

- 16.08 (a) Except for employees in the Transit and Parking Departments, the City agrees to pay all employees who have successfully completed their probationary period, two hundred (\$200.00) dollars per year in lieu of providing safety boots and clothing. Such payment shall be made as soon as practical after August 1st in each year, but in no case later than August 15th.
- (b) The City will assume the responsibility for the cleaning of coveralls. Safety Gloves will be provided by the City as needed.
- (c) Transit and By-Law Enforcement Officers shall be supplied with uniforms, summer and winter supply, and boots or shoes at the discretion of the supervisor. Employees requesting replacement boots, shoes or uniforms will be required to turn in the worn out issue to their supervisor.

Summer and Winter Supply consists of same pants and same shirts except for winter: winter jacket and for summer: light jacket.

The employer agrees to allow employees in Article 16 (c) to purchase at his/her cost

a different fabric as long as the uniformity is retained. The employer agrees to reimburse the employee the cost of the uniform to the employer under bulk purchases.

The employer agrees to have discussion with the Local at the monthly Union Management Meeting on the clothing material provided the employees' requests are reasonable.

- (d) All employees shall conform to the dress code as provided in the rules and regulations as established by the City from time to time.
- (e) The City will pay the cost to launder clothing.

Section 3 - Training

- 16.09 The City shall institute a safety training for employees who work with heavy equipment and any dangerous or emergency equipment. Only trained and certified employees may use such equipment. The Occupational Health and Safety Committee shall ensure that the City's mandate to instruct and properly train employees in the safe performance of their duties is carried out.
- 16.10 Written Job Safety Analysis (JSA) sheets shall be developed for all day-to-day tasks which may be or become hazardous. These sheets shall be posted in conspicuous locations at the specific worksite and be made available as required. They shall be required reading as part of the training program. The Occupational Health and Safety Committee shall ensure that JSA's are reviewed and up-graded annually and/or as required or as per WCB Regulations.
- 16.11 No employee shall be disciplined for refusal to work on a job which in the opinion of any member of the Safety Committee is not safe; but once the majority of the Safety Committee members then present determines that the job is safe, the decision will stand and the employee must resume work without any further delay.

ARTICLE 17 - WAGE SCHEDULES, ATTACHMENTS AND ADDENDUM

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

ARTICLE 18 - VARIATIONS

18.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during its existence. All changes to be made as a Letter of Understanding/Agreement, signed by both the City and the Union.

ARTICLE 19 - PRINTING OF AGREEMENT

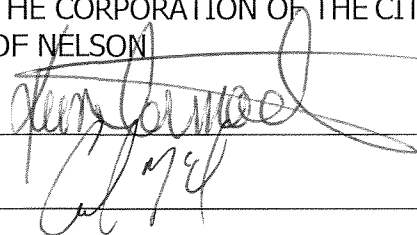
19.01 The Union will be responsible for the amending and drafting the Collective Agreement but the costs associated with the printing and supply of the Collective Agreement will be borne equally between the Parties, provided the cost is mutually agreed between the Parties prior to printing.


ARTICLE 20 - EFFECTIVE AND TERMINATING DATES

20.01 This Agreement shall be effective from July 1, **2020** and shall remain in force until June 30, **2024** and from year to year thereafter unless terminated by either Party on written notice.

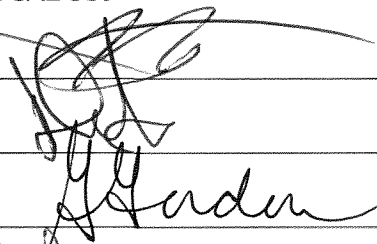
IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 23 day of September, 2021.


SIGNED ON BEHALF OF:
THE CORPORATION OF THE CITY
OF NELSON

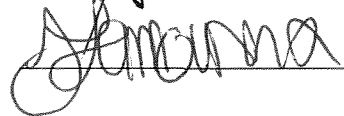




SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 339







THE CORPORATION OF THE CITY OF NELSON
SCHEDULE "A"
 HOURLY RATES OF PAY

PAY GRADE	CURRENT	January 1, 2021	July 1, 2021	July 1, 2022	July 1, 2023
		2.00%	2.00%	2.00%	2.00%
1	\$ 29.98	\$ 30.58	\$ 31.19	\$ 31.81	\$ 32.45
2	\$ 30.22	\$ 30.82	\$ 31.44	\$ 32.07	\$ 32.71
3	\$ 30.64	\$ 31.25	\$ 31.88	\$ 32.52	\$ 33.17
4	\$ 31.09	\$ 31.71	\$ 32.34	\$ 32.99	\$ 33.65
5	\$ 31.41	\$ 32.04	\$ 32.68	\$ 33.33	\$ 34.00
6	\$ 32.04	\$ 32.68	\$ 33.33	\$ 34.00	\$ 34.68
7	\$ 32.34	\$ 32.99	\$ 33.65	\$ 34.32	\$ 35.01
8	\$ 32.99	\$ 33.65	\$ 34.32	\$ 35.01	\$ 35.71
9	\$ 33.36	\$ 34.03	\$ 34.71	\$ 35.40	\$ 36.11
10	\$ 33.62	\$ 34.29	\$ 34.98	\$ 35.68	\$ 36.39
11	\$ 33.84	\$ 34.52	\$ 35.21	\$ 35.91	\$ 36.63
12	\$ 34.28	\$ 34.97	\$ 35.67	\$ 36.38	\$ 37.11
13	\$ 35.21	\$ 35.91	\$ 36.63	\$ 37.36	\$ 38.11
14	\$ 36.26	\$ 36.99	\$ 37.73	\$ 38.48	\$ 39.25
14a	\$ 37.07	\$ 37.81	\$ 38.57	\$ 39.34	\$ 40.13
15	\$ 38.42	\$ 39.19	\$ 39.97	\$ 40.77	\$ 41.59
16	\$ 40.72	\$ 41.53	\$ 42.36	\$ 43.21	\$ 44.07
Student	\$ 15.50	\$ 15.50	\$16.50*	\$ 17.00	\$ 17.00

Note:

*student rate increase effective May 31, 2021

THE CORPORATION OF THE CITY OF NELSON

SCHEDULE "A"

PAY GRADES AND JOB CLASSIFICATIONS

Pay Grade	Classification – Active (Signed off Job Descriptions)	In-active
1	Labourer	Clerk Steno II
2	File Clerk	Accounting Clerk II – Finance Accounting Clerk Animal Control Garbage Truck Swamper Garbage Service
3	Gardener I	
4	Water/Wastewater Operator I (Training) Clerk Maintenance Worker I	Clerk Steno III Accounting Clerk III – Finance Truck Driver – Air Ticket
5	Switchboard Operator/Building Permit Reception	Accounting Clerk IV – Finance Gardener II Stock Clerk II Computer Operator
6	Engineering Technician I Reception/Finance Clerk Customer Service Clerk Cement Finisher Gardener III Garbage Collector (6/8)	Court Clerk Steno/Parking Bylaw
7	Secretary/Clerk Finance & Purchasing Clerk Secretary/Receptionist Development Technician Road Maintenance Worker Account Payable Clerk Account Receivable Clerk Store Keeper I Payroll Clerk Bus Driver Secretary/Dispatcher	Accounting Clerk V/Cashier
8	Maintenance Worker II Heavy Equipment Operator Cemetery Operator Bylaw Enforcement Help Desk Technician	Greenhouse/Nursery Operator
9	Water & Wastewater Operator II Gardener IV	
10	Storekeeper II	Accounting Clerk VI – Finance Accounts Receivable/Tax Clerk Senior Traffic/Bylaw Control Officer
11		Carpenter

12	Junior Systems Analyst Mechanical Technician	
13	Accounting Clerk Shift Leadhand Lead Hand Public Works Engineering Technician II Transit Lead Hand	
14	Lead Hand Utilities	
14A	Lead Hand Parks	
15	Chief Water/Wastewater Operator Senior Systems Analyst Mechanical Lead Hand Senior Finance Clerk	
16	Lead Hand Information Technology	

Notes on Schedule "A"

- (a) Employees in the following trades shall receive a 3% premium and will be paid at the paygrade identified in the classification grid, exclusive of all other differentials, while working the trade:
- Arborist
 - Carpenter
 - Mechanic
- (b) Snow Plow Operators - Will receive Heavy Equipment Operator's rate while operating snow plows.
- (c) Full time warehouse positions require valid first aid certification that meets the requirements of the Worker's Compensation Board and will be paid fifty (\$.50) cents per hour differential while working in those positions. Employees who have been designated as first aid attendants by a supervisor will receive fifty (\$.50) cents per hour differential for the hours worked. The employees will be assigned as a first aid attendants based on their seniority provided they hold a valid first aid certificate. All employees will be given opportunity at the City's expense to achieve their Level I certification.
- (d) Operation of Light Equipment - the light equipment listed qualify at pay grade 7 of Schedule A.
- parks wood chipper
 - side walk plow
 - parks tractor
 - cemetery tractor
 - parks ride -on mowers
 - ditch witch (trencher)
 - skid steer (**wheeled**)

- stump grinder
- **compressor truck when using pneumatic drill or hammer**

(e) Heavy Equipment - the heavy equipment listed qualify at pay grade 8 of Schedule A.

- line trucks
- snow blower attached to loader
- back hoes
- wheel loaders
- tracked excavator
- vactor truck,
- street flush truck
- street sweepers
- snow plow truck
- boom truck
- asphalt recycler
- crack sealer
- **skid steer (tracks)**
- **grader**

Upon the purchase of new equipment, management will negotiate with the union as to which category the equipment will be classified in.

Equipment will be categorized by the employer as light or heavy. In the event the Union does not agree with the assigned classification, the City's current training provider will be contacted for clarification on whether the equipment is deemed heavy or light equipment.

Class One Licence

Employees holding a Class One Licence will receive Heavy Equipment Operator Rates when operating the equipment requiring a Class One Licence.

Apprenticeship Programs

Employees who have enrolled in apprenticeship programs will receive a percentage of wages, depending on their length of training, as follows:

1st Year Apprentice.....	65% of trade
2nd Year Apprentice.....	75% of trade
3rd Year Apprentice.....	80% of trade
4th Year Apprentice.....	90% of trade

Apprentices shall receive no less than the labours' rate in the third year.

SCHEDULE "B"
OFFICE PERSONNEL

Full Time Day Shift Seven (7) Hours, Monday through Friday

Hours will be scheduled between 7:00 am and 5:00 pm as per operational needs. Employees will receive rest periods as per article 12.04 and an unpaid meal break of sixty (60) minutes for shifts greater than 5 hours.

The Employer agrees that any change in shifts shall be made in consultation with the Union.

SCHEDULE "C"
OPERATIONAL PERSONNEL

Normal Day Shift -

Daily - Monday to Friday (8 hours paid)

Operational Personnel

Start Work	7:00 a.m.
1st Rest Period	9:45 a.m. - 15 min. (paid)
Meal Break	12:00 p.m. to 12:30 - 1/2 hr (unpaid)
2nd Rest Period	None by Mutual Agreement
Post trip and Time Card	3:05 p.m.
Finish Work	3:15 p.m.

In the event of any special intermediate shift worked on a regular basis, the appropriate shift differential rate shall apply throughout.

Sixteen (16) hours' notice shall be given to all hourly paid employees regarding any change of shifts unless for emergency requirement.

SCHEDULE "C"
SPECIAL WINTER SHIFTS

Special Winter Shifts - (Heavy Equip. Op. - Pro-Temp) Five (5) consecutive days worked - (8 hours per day paid) - Shift Differential Applies.

Start Work	4:00 a.m.	3:00 p.m.	5:00 p.m.	11:00 p.m.
1st Rest Period	Flexible 15 min.(paid)	Flexible 15 min.(paid)	Flexible 15 min.(paid)	Flexible 15 min.(paid)
Meal Break	Flexible 1/2 hr. (paid)	Flexible ½ hr. (paid)	Flexible ½ hr. (paid)	Flexible ½ hr. (paid)
2nd Rest Period	Flexible 15 min. (paid)	Flexible 15 min. (paid)	Flexible 15 min. (paid)	Flexible 15 min. (paid)
Finish Work	12:00 noon	11:00 p.m.	1:00 a.m.	7:00 a.m.

All breaks are "running" breaks. Employees are on call at these times.

In the event of any special intermediate shift worked on a regular basis, the appropriate shift differential rate shall apply throughout.

Sixteen (16) hours' notice shall be given to all hourly paid employees regarding any change of shifts unless for emergency requirement.

SCHEDULE "C"
TRANSIT HOURS OF WORK AND RECOVERY TIME

It is hereby agreed that:

The new schedule includes the following:

- Minimum 30-minute meal break - unpaid
- Includes 15 minutes at the start of each shift for pre-trip inspection and travel to Baker Street
- Includes 15 minutes per shift for travel to the works yard, post-trip inspection & time card completion
- Includes a minimum recovery time of six (6) minutes per hour of the shift, to be scheduled based on operational requirements
- The established length of time for each run will not be changed without notifying the Union.

SCHEDULE "D"
FLEXIBLE HOURS OF WORK

DEFINITION

The Employer in consultation with the Employees may assign the employees a system of flexible hours of work to meet the efficient operation of the City's services by department where practical.

IMPLEMENTATION OF FLEXTIME

Flexible hours may be implemented on a departmental wide basis by the Employer, provided the hours of work do not affect the efficient operation of the City.

For Regular Full-Time employees, the normal weekly hours of work shall not be less than:

Thirty-five (35) hours per week for all office employees

Forty (40) hours per week for all outside employees

A flexible work schedule shall be at no cost to the Employer. A Letter of Understanding to be drawn up outlining work schedule details.

SCHEDULE "E"
RE-CLASSIFICATION PROCESS

PUUROPOSE

To ensure that City of Nelson/CUPE job descriptions are accurately classified.

COMMITTEE STRUCTURE

- Human Resource Coordinator
- Director of Corporate Service
- Director of Engineering & Operations
- CUPE National Representative
- CUPE Union President
- CUPE Member

OR Alternates

PROCEDURAL GUIDELINES

- Review qualifications of positions relative other comparable positions within the CUPE Job Descriptions for the City of Nelson.
- Review Experience required relative to other comparable positions within the CUPE Job Descriptions for the City of Nelson.
- Review level of responsibility relative to other comparable positions within the CUPE Job Descriptions for the City of Nelson.
 - Assists
 - Responsible For
 - Leads a group of staff
 - Provides Supervision
- Review information as presented by the employee submitting the job review request.

APPENDIX
STANDARD CRITERIA

Pursuant to Section 7.08 of the Collective Agreement between the City and CUPE Local 339, the clause in part states:

“The City shall determine competency, efficiency, ability and qualifications in a fair and equitable manner.”

To this end, all applicants must be given an interview. The interview must be conducted and notes kept of the questions and answers. All applicants must be judged based on criteria established. Application forms form part of the interview process.

Attributes: Competency, efficiency, ability and qualifications;

Competency: Ability to perform the tasks of a job as per the job description. For example, a Class 1 air brake to perform a particular job is required and possessed by a particular applicant and yet lacks physical competence required to perform the job.

Ability: The applicant’s inherent capacities to do a particular task. Included in ability would be initiative, reliability and judgment.

Efficiency: Refers to the adequate performance or producing properly to desired effect or meeting the standards specified of a task or job.

Qualification: Reference must be to the job posting and the agreed upon job description. The qualifications form the basis of training and development in order to perform the job.

APPENDIX A
EARLY RETIREMENT

The early retirement allowance plan is to be at the Employer's sole discretion and will be used with payments paid directly to the employee or to the employee's RRSP in a lump sum as follows:

Age 55 and prior to age 60	six (6) months salary
Age 60 and prior to age 61	five (5) months salary
Age 61 and prior to age 62	four (4) months salary
Age 62 and prior to age 63	three (3) months salary
Age 63 and prior to age 64	two (2) months salary

LETTER OF UNDERSTANDING #1

BETWEEN
THE CORPORATION OF THE CITY OF NELSON
AND
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 339

RE: Police Board Employees

The Corporation of the City of Nelson and C.U.P.E. Local 339, in seeking resolution to jurisdictional questions created by the conflict between the application of the grievance procedure contained in their collective agreement and the application of the Police Act - R.D.B.C. - 1979 in instances of disciplinary action and processes of appeal regarding employees who are members of the bargaining unit represented by C.U.P.E. and who are sworn in as Court Liaison Secretary, Special Municipal Constables or Bylaw Enforcement Officers under the said Act, have hereby mutually agreed to the following:

- (a) That since the actual employer of the above referenced employees is, in accordance with the Police Act, the Nelson Police Board, and since the existing Collective Agreement is between the City of Nelson and C.U.P.E. Local 339, the Nelson Police Board hereby authorises the City of Nelson to negotiate on its behalf with regard to conditions of employment normally found in collective agreements, as related to the employees described above; and
- (b) That since, in the case of disciplinary matters, the Police Act sets out all regulations and procedures for the application of and remedies or appeals for discipline as applied to those employees noted above, the application of and remedies or appeals for discipline in such instances shall be in accordance with the Police Act, and all other matters of dispute shall be dealt with under the terms of the existing collective Agreement between the City of Nelson and C.U.P.E. Local 339. For the purposes of application to the Nelson Police Board, where such agreement refers to the City of Nelson, it shall be deemed to also refer to the Nelson Police Board and where it refers to an individual within the corporate hierarchy, it shall be deemed to refer to the appropriate individual within the hierarchy of the Police Board. All grievances except those relating to discipline as noted above shall be dealt with between the employee's immediate supervisor and the employees and/or C.U.P.E. Local 339; and
- (c) Seniority, layoff and bumping rights shall be dealt with in accordance with the Collective Agreement earlier described. It is further agreed by the parties that security clearance forms an integral and mandatory part, but a part only of the qualifications for the positions of Court Liaison Secretary, Special Municipal Constable or By-Law Enforcement Officer and, as such, security clearance requirements are not negotiable. Employees wishing to exercise seniority rights must meet all qualification criteria for either job, which shall include security clearance.

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Signed on Behalf of:

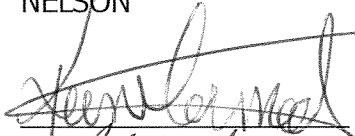
Signed on Behalf of:

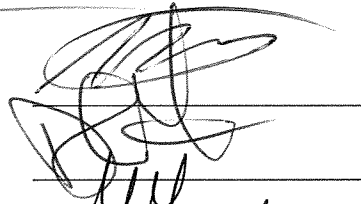
Signed on Behalf of:

The CORPORATION
OF THE CITY OF
NELSON

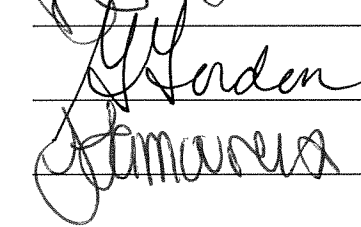
C.U.P.E.
LOCAL 339

IN CONCURRENCE,
NELSON POLICE
ASSOCIATION


1791






Gordon
Amaraux

Date Sept 23 2021

Date OCTober 6TH 2021

LETTER OF UNDERSTANDING #2

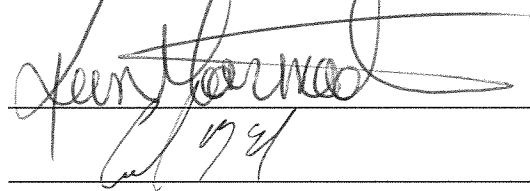
BETWEEN
THE CORPORATION OF THE CITY OF NELSON
AND
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 339

RE: General Equipment Training

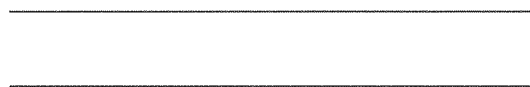
For the purpose of staff training, snowplow, etc., it is understood between the City of Nelson and C.U.P.E. Local 339, that the Trainee, Trainer, Supervisor and Shop Steward (or appointee) shall meet once one of the involved parties determines that the trainee is competent.

Evaluation of the Trainee shall be brought to this meeting on written form by the Trainer, with copies to the Union, Trainee and Supervisor. Should the competency of the Trainee come into question during this process, a third party will make an independent assessment immediately.

Signed on behalf of:
Corporation of the City of Nelson

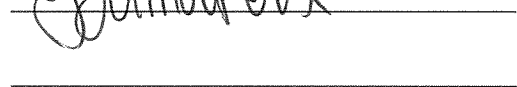
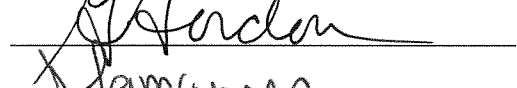
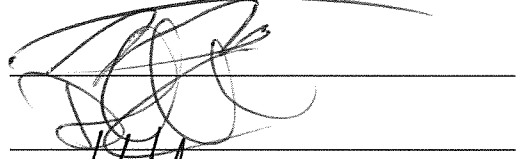


Ken Jordan
17/9/21



Date September 23/2021

Signed on behalf of:
Canadian Union of Public Employees,
Local 339



Date October 6th 2021

LETTER OF UNDERSTANDING #3

BETWEEN
THE CORPORATION OF THE CITY OF NELSON
AND
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 339

RE: Work Experience Student

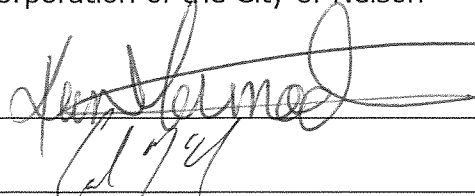
With regard to the work experience students as prescribed by the Ministry of Education, the Union and the City agree that:


1. Orientation and Introduction will be handled by the Departmental Supervisor prior to students entering the work field.
2. Students will be placed alongside union members to gain experience at the worksites.
3. It is understood that students will not be utilized to replace employees, nor on site where there is a City employee on layoff from that particular department or site.
4. No student will be unsupervised while on any City property, except where the job description requires any employee to supervise, any employee may have the option not to supervise these students.
5. Any City employee supervising such students will be orientated to the supervisory responsibilities as outlined in the Ministry guidelines.
6. Students will adhere to all occupational health and safety rules and regulations.
7. No work lost to the bargaining unit as a result of these students being on site.
8. For the most part the students will participate on a "job shadow" basis.
9. These students presence and activities will not create a situation that will prevent any employee from carrying out his/her assigned duties, and
10. Any disagreements arising from utilization of these students will be dealt with promptly by either the Director of Works, or in the case of City Hall, the City Treasurer.

The term of this Letter of Understanding will be the duration of the current Collective Agreement except that both parties retain the right to cancel the Agreement with thirty (30) days written notice.

...2


Signed on behalf of:
Corporation of the City of Nelson

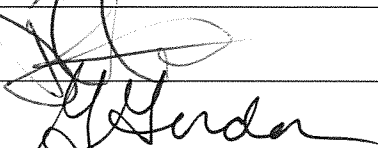


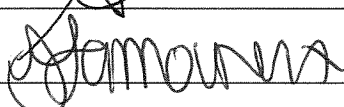


Date September 23, 2021

Signed on behalf of:
Canadian Union of Public Employees,
Local 339







Date _____

LETTER OF UNDERSTANDING #4

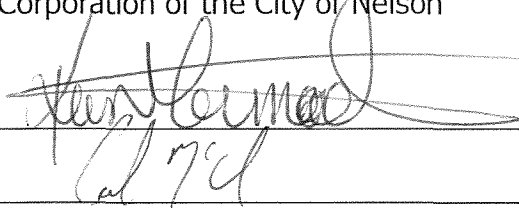
BETWEEN
THE CORPORATION OF THE CITY OF NELSON
AND
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 339


RE: Training Committee

The Union and the City agree to participate on a Joint Training Committee. The Committee may only make recommendations and cannot bind the City to training programs. The Committee will meet on a quarterly basis. The membership of the Committee shall consist of three (3) management representatives and three (3) union representatives.

Training programs will be targeted to increase the skills and safety of all regular employees. This Letter of Understanding will be reviewed on an annual basis.


Signed on behalf of:
Corporation of the City of Nelson

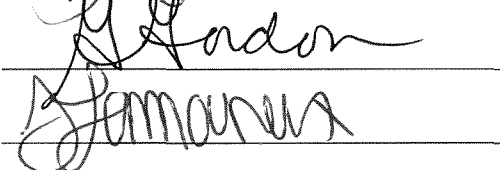




Date September 23, 2021

Signed on behalf of:
Canadian Union of Public Employees,
Local 339





Date October 6th / 2021

LETTER OF UNDERSTANDING #5

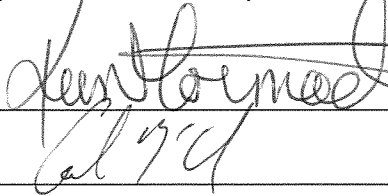
BETWEEN
THE CORPORATION OF THE CITY OF NELSON
AND
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 339


RE: Procedure for Utilizing Personnel Outside the Posted Classification of the Employee

The Parties to this Collective Agreement agree that the following procedures will apply when assigning work:

1. Employees who hold a permanent position will be utilized first in their classification.
2. Following deployment of employees who hold permanent positions within the classification, employees who are qualified will then be assigned work as per Section 4 of the Collective Agreement.

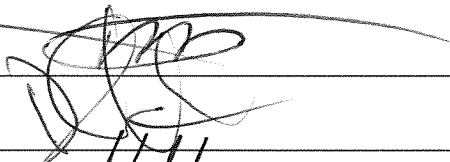
Signed on behalf of:
Corporation of the City of Nelson

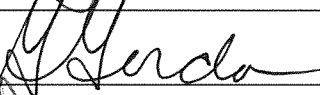


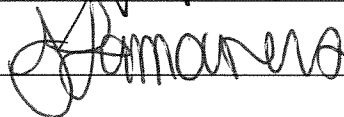


Date September 23, 2021

Signed on behalf of:
Canadian Union of Public Employees,
Local 339







Date October 6th / 2021

LETTER OF UNDERSTANDING #6

BETWEEN
THE CORPORATION OF THE CITY OF NELSON
AND
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 339

RE: Bylaw Enforcement Officers Duties

The Parties of this Letter of Understanding agree to the following:

DUTIES:

The duties of Bylaw Enforcement Officers shall **be those defined in the Job Descriptions.**

HOURS OF WORK:

The Bylaw Enforcement Officers hours of work shall be assigned by the Chief Constable, to maintain effective animal control and increased by-law enforcement. The hours of work shall be such that there is coverage provided on Saturdays and Mondays based on a forty-hour work week. The hours of work for the Bylaw Enforcement Officers may have split days-off to provide effective coverage.

SHIFT CHANGEOVER AND SHIFT DIFFERENTIAL:

In the event of split days-off and shift work, the position shall be subject to the provisions of the Collective Agreement applicable to the shift changeover and the shift differential.

RATE OF PAY:

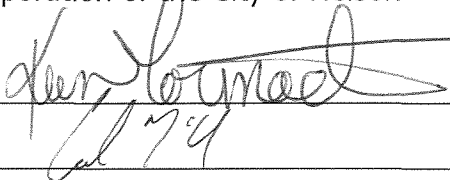
The rate of pay shall be Pay Grade 8 of the Collective Agreement.


TERM AND CANCELLATION:

The Letter of Understanding takes effect on the date of ratification. The Letter of Understanding will terminate with the Collective Agreement unless renewed by the Parties. The Parties shall meet and review and amend, if necessary, this Letter of Understanding six (6) months after the implementation.

.../2

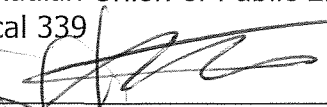
Signed on behalf of:
Corporation of the City of Nelson




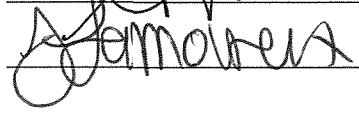


Date September 23, 2021

Signed on behalf of:
Canadian Union of Public Employees,
Local 339







Date October 6th 2021

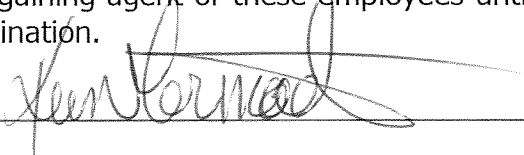
LETTER OF UNDERSTANDING #7


BETWEEN
THE NELSON POLICE BOARD
THE CORPORATION OF THE CITY OF NELSON
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 339
AND
NELSON POLICE ASSOCIATION

RE: Bylaw Enforcement Officers and Court Liaison Clerks

CUPE Local 339 and Nelson City Police Association jointly agree that the employees in the position of Bylaw Enforcement Officers and Court Liaison Clerk employed by Nelson Police Board shall be represented by CUPE Local 339 as the bargaining agent of these employees until one party to this Agreement gives written notice of termination.


On behalf of the City of Nelson:




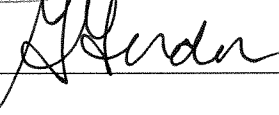


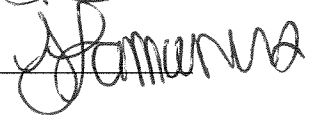
On behalf of Nelson City Police Board:

On behalf of CUPE Local 339:









On behalf of Nelson Police Association:

Date _____

Date September 23, 2021

LETTER OF UNDERSTANDING #8

BETWEEN
THE CORPORATION OF THE CITY OF NELSON
AND
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 339

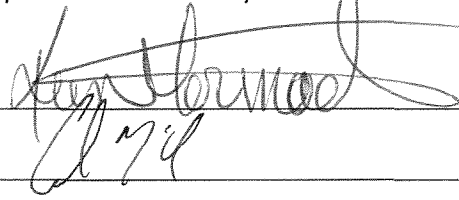
The parties hereby agree that the City may implement a ten (10) hour shift in order to gain operational efficiencies within the Public Works, Parks and Utility Departments. The following criterion will apply:


- **Crew assignments will be voluntary and filled based on seniority for employees currently posted into the classification.**
- **Employees will be provided two (2) twenty-five (25) minute paid meal breaks in each half of the shift to be taken at the work site.**
- **Crews wishing to vary breaks can do so with the permission of the Supervisor.**
- **Crews, where practicable, will report directly to the worksite.**
- **The estimated duration of the assignment/project will be clearly outlined prior to the employee's commitment.**
- **Vacation and other leaves will be scheduled around assigned projects or in accordance with Article 11, Section 2 Annual Vacation to not interfere with the project work.**
- **Either party may withdraw from the ten (10) hour shift by providing thirty (30) days written notice.**

The City will post information regarding upcoming opportunities, including crew complement, on the CUPE Notice Board with information on how to indicate interest in working on the assigned crew.

The Parties agree that implementation of a ten (10) hour work schedule means, an employee's normal hours of work can exceed eight (8) hours per day but shall not exceed ten (10) hours per day or forty (40) hours per week. In the event an employee works more than ten (10) hours per day, or forty (40) hours per week, any hours in excess of this will be considered overtime and the provisions of Article 10, Section 4 - Overtime apply.

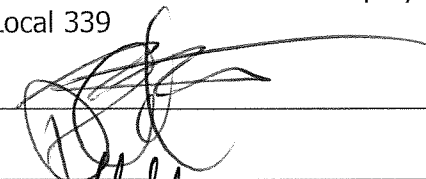
Signed on behalf of:
Corporation of the City of Nelson

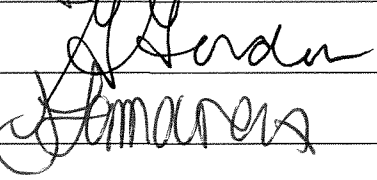




Date: September 23, 2021

Signed on behalf of:
Canadian Union of Public Employees,
Local 339





Date _____

LETTER OF UNDERSTANDING #9

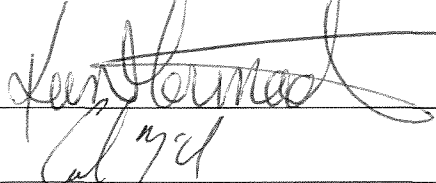
BETWEEN
THE CORPORATION OF THE CITY OF NELSON
AND
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 339


RE: Information Technology/Flexible Schedule and Eight (8) Hour Work Day

- 1. Employees will work an Eight (8) hour work day with two (2) paid 15 minute coffee breaks and one (1) unpaid meal break.**
- 2. Meal breaks will be staggered between 12:00 pm and completed not later than 2:00 pm.**
- 3. Meal breaks must not be taken at the end of a shift.**
- 4. Staff will elect to take either a thirty (30) or sixty (60) minute meal break. Variations to meal break selections may only be changed with the prior approval of the Manager.**
- 5. Flexible scheduling of work will be done as indicated in Schedule D of the CUPE Local 339 Collective Agreement.**
- 6. Flexible scheduling will be utilized Monday through Friday for planned work on City IT equipment to reduce service disruption for City Departments. Every effort will be made for this type of work to be done Monday through Friday, between 7:00 am and 5:00 pm, where operationally possible.**
- 7. Help desk schedules must be strictly adhered to with coverage from 8:30 am to 4:30 pm at all times.**
- 8. Help desk shifts may be switched among staff, by mutual agreement, in order to manage projects more effectively.**
- 9. All overtime must have prior approval by the Director of Information Technology unless it is deemed to be an emergency.**
- 10. Work scheduled on weekends, will be subject to overtime as defined in the collective agreement and will only be approved for extraordinary and emergency situations.**

- 11. A schedule for planned maintenance will be developed and shared with affected City Staff.
- 12. Accumulated flex time must be used within fourteen (14) calendar days of accrual unless otherwise approved by the Director of Information Technology.
- 13. An employee must receive 16 hours' notice of work requiring a flexible schedule.
- 14. Any issues arising out of this agreement will be discussed and agreed to by the parties.

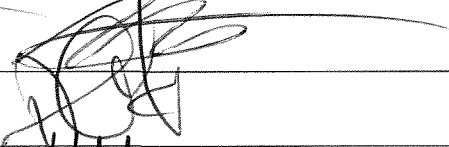
Signed on behalf of:
Corporation of the City of Nelson




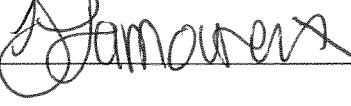


Date September 23, 2021

Signed on behalf of:
Canadian Union of Public Employees,
Local 339







Date October 6th / 2021

LETTER OF UNDERSTANDING #10

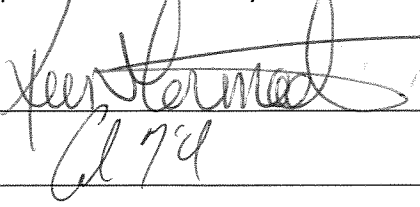
BETWEEN
THE CORPORATION OF THE CITY OF NELSON
AND
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 339

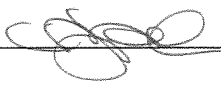
RE: Summer Students

The Union and the City agree:

- 1. Summer Students shall be permitted to perform the following duties:**
 - a. Circuit Mowing and string trimming**
 - b. Graffiti Removal**
 - c. Planting and weeding**
 - d. Litter Pickup/empty stationary garbage cans**
 - e. Basic Painting (such as but not limited to; railings, hydrants, bike racks)**
 - f. Brush Removal**
 - g. Vehicle Detail**
 - h. Other similar duties as assigned by the City.**
- 2. No Student shall perform duties involving cleanup of homeless camps or asbestos abatement.**
- 3. Summer student employees shall be supervised by an employee with designated supervisory responsibilities such as a Lead Hand or an exempt supervisor.**
- 4. Summer students assigned to weekend work will do so in pairs or will be assigned to work directly with a regular employee.**
- 5. The City has the right to hire four (4) students annually.**


Signed on behalf of:
Corporation of the City of Nelson

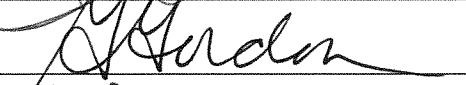


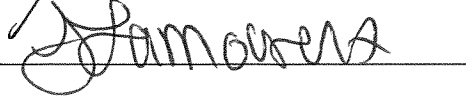


Date Sept 23, 2021

Signed on behalf of:
Canadian Union of Public Employees,
Local 339







Date October 6th / 2021

LETTER OF UNDERSTANDING #11

BETWEEN
THE CORPORATION OF THE CITY OF NELSON
AND
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 339

RE: EOCP/BC Water and Wastewater Association Certification Premium

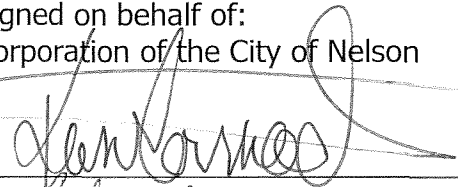
Those employees who are employed or providing coverage in the positions of:

- Chief Treatment Plant Operator
- Water/Wastewater Operator 2
- Utilities Lead Hand
- Maintenance Worker 1
- Maintenance Worker 2

Who have successfully obtained certification through the Environmental Operators Certification Program and BC Water and Wastewater Association shall receive a \$0.20 per hour wage premium for each level of certification achieved for the following:

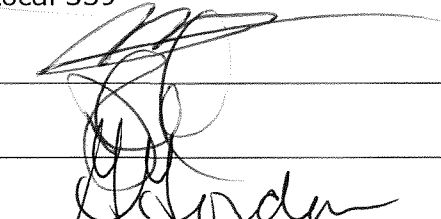
- Water Distribution I, II, III and IV
- Water Treatment I, II, III and IV
- Wastewater Collection I, II, III and IV
- Wastewater Treatment I, II, III and IV
- Cross Connection Control Certification

Signed on behalf of:
Corporation of the City of Nelson



Date Sept 23, 2021

Signed on behalf of:
Canadian Union of Public Employees,
Local 339



Date October 6th / 2021

LETTER OF UNDERSTANDING #12

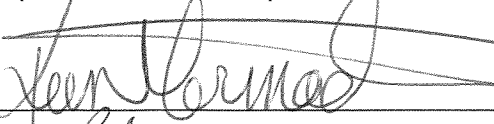
BETWEEN
THE CORPORATION OF THE CITY OF NELSON
AND
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 339

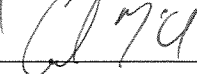
RE: Distribution of Overtime


The parties agree that this shall be the process for distributing overtime in the following circumstances:

- 1. The employer and the Union agree overtime will be assigned by using the following call out lists as established by the employer:
 - a. Scheduled overtime for Statutory Holidays
 - b. Utilities Call-Out Overtime
 - c. Operational/Emergency Call-Out Overtime**
- 2. Emergency is defined as: A sudden, unexpected or impending situation that threatens public safety or property. May result in or have a high likelihood of resulting in a loss of life, injury, damage to property or serious disruption to normal activities.**
- 3. The employer will be responsible for updating the call out list after each use.**
- 4. CUPE members who do not wish to participate in non-emergency overtime may have their name removed from the voluntary list.**
- 5. Employees on leave (with the exception of Union Leave) will be considered unavailable until the start of their next scheduled shift.**

Signed on behalf of:
Corporation of the City of Nelson




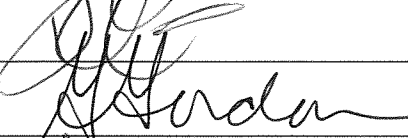


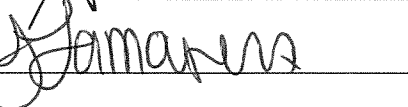


Date Sept 23, 2021

Signed on behalf of:
Canadian Union of Public Employees,
Local 339







Date October 6th / 2021

APPENDIX B - NELSON AND DISTRICT YOUTH CENTRE

DEFINITIONS

Start Date shall be the 1st day an employee works for the Youth Centre.

Seniority Date shall mean the first day hired into a regular full time position. Part time employees shall have their date adjusted annually on a pro-rated basis.

Anniversary Date shall be the first day hired into a regular full or part time position for vacation purposes only. Dates for part time positions shall be adjusted by hours worked.

Regular Full-Time Employee shall mean employees who are scheduled to work between 35 and 40 hours per week on a regular, ongoing basis.

Regular Part-Time Employee shall mean employees who are regularly scheduled to work less than 35 hours per week but more than 20 hours per week on a regular, ongoing basis.

Casual Employee shall mean employees hired to work on an intermittent basis or less than 20 hours per week.

Temporary Employee shall mean any employee hired only for positions temporarily vacant (replacing an employee on leave) or temporarily existing for specific projects.

Probationary Period for regular employees shall be six (6) months of employment during which time the employee is assessed for their ability to meet the standards and expectations of the job in order to be retained as a regular employee.

Volunteer is an individual who voluntarily extends their services to support the Nelson and District Youth Centre.

Seasonal Employees are employees hired to work up to 40 hours per week for durations of 6 months or less.

Youth Centre Departments shall be defined as Youth Employment, Youth Programming and City Campground and any other Departments that may be created in the future.

Layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work of an employee of 15% or more.

ARTICLE 1 – RECOGNITION OF THE UNION

Section 1 – Sole Bargaining Agency

- 1.01 The City recognizes the Local Union as the sole bargaining agency on behalf of the employees for whom the union has been certified as bargaining agent.

Section 2 – Union Security

- 1.02 Employees who are brought within the jurisdiction of the Union’s Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union within thirty (30) days of the start of employment. Each employee shall, as a condition of continued employment, be a member in good standing with the union according to the Constitution and Bylaws of the Union.

Section 3 – No Discrimination or Harassment

- 1.03 The City and the Union jointly affirm that every employee in the City’s service shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment as set out by the BC Human Rights Code and the Workers’ Compensation Act.

Section 4 – No Strikes or Lockouts

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

Section 5 – Union Check-Off and Induction

- 1.05 The City shall, during the life of this Agreement, deduct as a condition of employment, a sum equivalent to dues as set by the Union from the pay due each four (4) weeks to each employee and remit the same to the Financial Secretary of the Union in the month following in which such deductions are made. Each employee shall provide, as a condition of employment, a signed written assignment of dues to the Union substantially in the form contained in Section 10 of the Labour Code of B.C.

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

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

Section 6 – Shop Stewards

- 1.06 The City agrees that the Union shall have the right to appoint or elect one Union Steward and the Union agrees to advise the City, in writing of this appointment.

Section 7 – Bulletin Boards

- 1.07 The City shall provide a Bulletin Board at the worksite which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Such Bulletin Boards shall be placed in a prominent place for all employees to see.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 1 - Direction of Work Force

- 2.01 The management of the City's business and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the City, except as may be otherwise specifically provided in this Agreement.
- 2.02 The Union agrees that the City has the right to make and alter from time to time, as the necessity arises, rules and regulations to be observed by all employees, which rules, regulations and/or amendments shall not be inconsistent with the provisions of this Agreement. All employees shall be given a copy of these rules.
- 2.03 All rules, regulations and/or amendments shall be communicated in writing to the Union.
- 2.04 The selection of Managerial/Supervisory staff shall be entirely a matter for the discretion of the City.
- 2.05 In the event of a loss or change in grant funded or municipally provided services, employees will be laid off by classification in reverse order of seniority.

ARTICLE 3 – DISCUSSION OF DIFFERENCES

Section 1 - Grievance Investigations and Meetings

- 3.01 The City agrees that time spent in investigating and settling disputes during working hours involving its employees by the Union Steward shall be considered as time worked. The Union agrees to forward to the City a written list of the names of such Steward and of replacements thereto.
- 3.02 The City agrees to grant time off with pay during any working day, where operationally

feasible, to Officers of the Union in order to attend grievance meetings with representatives of management of the City, provided that a request for such time has been approved by the immediate Supervisor and the Human Resources Manager. The Union shall supply the City with a written list of names of its Officers for this purpose and inform the City of any changes to this list.

3.03 In order that the work of the City shall not be unreasonably interrupted, no Steward shall leave the job without obtaining the permission of the immediate Supervisor.

3.04 CUPE Local 339 will represent the Youth Centre at Labour Management Meetings.

ARTICLE 4 - GRIEVANCE PROCEDURE

Section 1 – Time Limits

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

4.02 Stage 1

Within **thirty (30)** calendar days of learning of the grievance, the employee or employees concerned, with Union representation, shall endeavor to settle the grievance with the immediate Supervisor. Failing to reach a satisfactory settlement of the grievance within three (3) working days the grievance, may be referred to Stage 2.

4.03 Stage 2

The employee or employees concerned, with Union representation, shall meet with the Department Head and submit the grievance in writing. Failing to reach a satisfactory settlement of the grievance within four (4) working days the grievance may be submitted to Stage 3.

4.04 Stage 3

The employee or employees concerned, with Union representation, shall meet with the Human Resource Manager and shall submit the grievance in writing. Failing to reach a satisfactory settlement of the grievance within five (5) working days after its submission to the Human Resource Manager, the grievance may be submitted to Stage 4.

4.05 Stage 4

The employee or employees concerned, with Union representation, shall meet with the City Manager and shall submit the grievance in writing. Failing to reach a satisfactory settlement of the grievance within five (5) working days after its submission to the City Manager, the grievance may be submitted to Stage 5.

4.06 Stage 5

The grievance shall be submitted to Arbitration and/or Mediation by notice in writing by either party.

4.07 Time Limits

Time limits may be varied only by mutual agreement between the Parties, such extension will not be reasonably denied.

Section 2 - Policy Grievance

4.08 Where a grievance involves a question of general application or Policy, the Union may refer the grievance to Stage 3.

4.09 The City shall have the right to submit any grievance regarding the interpretation or violation of this Agreement to the Union. Failing a satisfactory settlement within seven (7) working days the City may refer the grievance to Stage 4.

ARTICLE 5 - ARBITRATION

Section 1

5.01 In the event that the City and the Union are unable to agree upon the selection of a single arbitrator, the Minister of Labour shall be requested to appoint such member.

5.02 The decision of the single arbitrator, with respect to an interpretation or alleged violation of this Agreement, shall be final and binding upon the Parties.

5.03 Each Party shall pay fifty percent (50%) of the cost of the single arbitrator or mediator.

ARTICLE 6 - SENIORITY

Section 1 - Calculation of Seniority

6.01 Seniority shall operate on a Department wide basis within the Nelson and District Youth Centre.

6.02 Regular Full-Time & Part-Time Employees

Following the probationary period, seniority credits shall commence from the seniority date of the regular employee and shall govern in all areas of this Agreement.

Section 2 - Seniority Lists

6.03 The City shall maintain a seniority list for regular employees at the Youth Centre which will identify the following:

- employee status
- start date in the bargaining unit,
- seniority date for regular full and part time employees,

The list shall be updated annually, forwarded to the union and will be posted on the bulletin board during the month of January of each year.

Section 3 - Probationary Period

6.04 During the Probationary Period, employees shall be entitled to all rights and benefits, unless otherwise specified in this Agreement.

Section 4 – Promotions, Transfer, Demotions

6.05 The City agrees that seniority shall be the determining factor in all cases of promotion, demotion or transfer, where competency, efficiency, ability and qualifications of competing employees are equal. The employer shall determine competency, efficiency, ability and qualifications in a fair and equitable manner.

Section 5 – Loss of and/or Continuing Seniority

6.06 An employee shall not lose accrued seniority rights because of absence from work due to Sickness, Accident, or Approved Leave of Absence.

However, employees shall lose seniority in the event that:

- (a) they are dismissed for just cause;
- (b) they resign;
- (c) they are laid off for a period of three (3) consecutive months.

Employees who are off work on approved sick leave, Workers' Compensation or approved Union leave, shall continue to accrue seniority with the City during such absence.

- 6.07 Notwithstanding Article 6.06, and to promote continuity at the Campground, the City of Nelson agrees to recall a minimum of one (1) Campground Employee in order of seniority at a position of Campground attendant or above each year. In the event an employee is recalled, seniority will be credited as though they were a Regular Part-Time employee.

ARTICLE 7 – JOB DESCRIPTIONS AND JOB POSTINGS

Section 1 – Job Descriptions

- 7.01 When a new position is created or a current position is materially changed (e.g. duties, qualification, etc.), the employer will provide a copy of the new or changed Job Description to the Union for its information.
- 7.02 The Employer will determine wage rates for new and changed positions based on the duties, skills, abilities, experience and education required for the position as they compare to other positions within the Youth Centre.

Section 2 – Job Postings

- 7.03 When a vacancy for a regular position has occurred or is created inside the bargaining unit, the City shall post notice of the position on the Union bulletin board at the Nelson and District Youth Centre for a minimum of seven (7) calendar days.
- 7.04 If it has been reasonably determined that no member of the bargaining unit has the required qualifications for the vacancy, the City may post the vacancy simultaneously inside and outside the bargaining unit.
- 7.05 Should the employer determine the vacancy will be not filled, the Union must be advised within 14 calendar days of its decision.

ARTICLE 8 – FLEXIBLE SCHEDULES AND WAGES

Section 1 – Flexible Schedules

8.01 The Employer may institute a flexible work schedule in order to meet the operational needs of the Youth Centre. Such schedules must comply with the BC Employment Standards Act.

Section 2 – Wages

8.02 The City of Nelson shall pay wages to its employees in accordance with Schedule "A" attached hereto and forming part of this Agreement.

8.03 The City shall pay salaries and wages every second Friday. The pay period will terminate on the Friday previous to the pay day. On each pay day, an itemized statement of wages and deductions shall be provided to each employee.

Section 3 - Minimum Daily Pay

8.04 An employee who reports for work must be paid for a minimum two (2) hours.

Section 4 – Overtime

8.05 Overtime must be authorized in advance by the employer except in an emergency situation.

8.06 All hours worked in excess of forty (40) hours in a week or eight (8) hours in a day will be compensated at one and one-half (1 ½) times their regular rates of pay.

8.07 Employees must have a minimum of thirty-two (32) hours in a row of free time from work each week.

ARTICLE 9 – STATUTORY HOLIDAY AND ANNUAL VACATIONS

Section 1 – Statutory Holidays

9.01 Employees in regular positions shall be entitled to compensation for statutory holidays as defined by the BC Employment Standards Act.

Section 2 – Annual Vacation

9.02 (a) All regular employees shall be credited for and granted vacations earned up to their anniversary date as follows:

Two (2) weeks after one (1) year
Three (3) weeks after two (2) years
Four (4) weeks after ten (10) years
Five (5) weeks after twenty (20) years

- (b) Should an employee be admitted with an illness for a stay of more than three days in a hospital prior to the employee completing his or her last shift before an approved scheduled vacation, the employee shall be entitled to sick leave for the duration of the illness and the vacation time shall be rescheduled by the Employer.

ARTICLE 10 – LEAVE OF ABSENCE

Section 1 – Unpaid Leave

10.01 The City shall grant leave of absence without pay and without loss of seniority to employees requesting such leave for good and sufficient cause, provided it does not negatively impact the City's operations.

Section 2 – Leave from Work

10.02 The following leaves from work will be governed by the guidelines set out in the Employment Standards Act:

- Pregnancy Leave
- Parental Leave
- Family responsibility leave
- Compassionate Care leave
- Bereavement leave
- Jury Duty
- Reservists' leave

10.03 Educational Leave

The City agrees to pay the full cost of any course of instruction required by the City for any employee to better qualify the employee to perform their job. Such payment shall be made upon successful completion of the course. Employer agrees to advance funds if requested by the employee.

10.04 Sick Leave Definition

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

10.05 Sick Leave Credit

All regular full-time employees shall be credited with 5 days of sick leave effective January 1 of each calendar year to be used for the sole purpose of sick leave as defined in 10.06. Credits are not cumulative from year to year.

10.06 Sick Leave Pay

Pay for Sick leave will be at the employees' base rate (exclusive of all differentials) of pay associated with the position they have posted into.

10.07 Proof of Illness

An employee may be required, upon request of the Supervisor to produce a valid doctor's certificate of illness.

10.08 Notice of Sick Leave

Employees reporting sick shall make all reasonable efforts to provide their supervisor a minimum of one (1) hour notice before their shift is to begin. Upon return from sick leave the employee shall provide reasonable notice of intent to return.

ARTICLE 11 – GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT

Section 1 – Employer Property

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

Section 2 – Meal Breaks

11.02 Employees scheduled to work greater than 5 hours shall take a thirty (30) minute unpaid meal-break.

Section 3 – Disciplinary Procedure

11.03 The City shall have the right to establish a step discipline system to provide a uniform means of handling infractions of City rules and regulations and to facilitate equitable progressive administration of discipline.

11.04 Whenever the supervisor deems it necessary to discipline an employee, the employee shall have the right to have a Shop Steward or Union Representative of the employee's choice present at a disciplinary meeting.

Section 4 – Personnel Records

11.05 Employees shall be granted access to their own personnel files with reasonable notice to Human Resources.

Section 5 – Seasonal, Casual and Temporary Employees

11.06 In lieu of, annual vacations and health and **dental** benefits, unless otherwise specified, will receive 4% pay in lieu. **Employees maintaining casual /Temporary employment with the Nelson and District Youth Centre will receive 6% in lieu on their anniversary date and thereafter.**

Section 6 – Workers' Compensation

11.07 Employee's injured while performing the duties associated with their position at the City shall have the ability to apply for compensation under the Workers' Compensation Act.

Section 7 - Employees under age 15

11.08 The employer will obtain written consent from parents or guardians before employing anyone under age 15.

Section 8 – Reduction of the Workforce

11.09 In the event of layoff of a regular employee, employment standards provisions will apply. Bumping shall be done by seniority and within a department, provided the employee has the education, skills, abilities and experience necessary to fulfil the duties of the position.

Section 9 – Recall Procedure

- 11.10 Subject to their ability, qualification and experience as they relate to the work, employees shall be recalled in order of their seniority. The City shall notify the employee(s) by courier and/or by personal contact and wherever possible shall give ten (10) days' notice of the recall.
- 11.11 Laid off employee(s) failing to report for work within seven (7) days of the date of receipt of notification by registered mail, shall be considered to have abandoned their right to re-employment. Employee(s) requiring to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision.

ARTICLE 12 – BENEFITS AND HEALTH CARE PLANS

Section 1 – Health Care Plan

12.01 (a) Group Life Insurance Plan

Upon completion of the probationary period, all regular employees shall join the Group Life Insurance plan provided by the City for two (2) times their annual salary. Employees will maintain Group Life Insurance to a maximum age of sixty-five (65) years. The City shall pay one hundred (100%) of the premiums costs.

(b) Long Term Disability

All regular employees enrolled in health care benefits must participate in the Long Term Disability Plan provided by the City. Employees are responsible for 100% of the premiums. While on long term disability an employee shall continue to accrue seniority for a period of up to two years. Long Term Disability Benefits will cease two (2) months prior to the employees 65th birthday.

(c) Extended Health Care

The City shall contribute one hundred (100%) of the premiums of the recognized Extended Health Benefit Plan, which includes twenty (\$20) dollars per visit to a maximum of \$300 for professional services per year. (Chiropractor, Osteopath, Podiatrist, Massage Therapist, Naturopath, Speech Therapist, Physiotherapist/Athletic Therapist, Psychologist and Acupuncturist).

(d) Dental Plan

All eligible employees shall participate in a Dental Plan covering:

100% of Basic services to a combined maximum of \$2000 per calendar year;
50% of Major Restorative Services to a combined maximum of \$2000 per calendar year;
50% of Orthodontics to a maximum of \$1500 per lifetime.

(e) Vision Care

A vision care benefit providing a maximum of two hundred (\$200.00) dollars every twenty-four (24) months and a maximum of seventy-five (\$75.00) dollars for eye exams every twenty-four (24) months per employee, spouse, and dependent children to age 25, providing the child is covered under the employee's Extended Health benefits.

(f) Medical Services Plan

The City contributes one hundred (100%) percent of the premiums of the Provincial Medical Services Plan.

12.02 Where a reduction in MSP premiums may be realized, employees may be required to apply for premium assistance.

12.03 Regular Part Time Employees have the option to receive 6% in lieu of health care benefits.

Section 2 - Employee & Family Assistance Program

12.04 The City agrees to maintain an employee and family assistance program.

ARTICLE 13 – VOLUNTEERS

13.01 The Union understands and agrees that volunteers play an important and integral role within the Nelson and District Youth Centre. The Union acknowledges the City's right to utilize such volunteers in order to engage and promote Youth Centre activities. Volunteers will not be used to replace employees of the Youth Centre or Campground.

ARTICLE 14 – PROGRAMS FUNDED THROUGH OUTSIDE AGENCIES

14.01 The Employer reserves the right to operate additional programs at the Nelson Youth Centre which are funded by outside agencies. These employees and programs are not governed by the Terms and Conditions for Nelson and District Youth Centre. Staff employed through these programs will be considered external employees. These programs will not be used to replace employees of the Youth Centre or Campground.

ARTICLE 15 – SAFETY

15.01 The employer and the employees will comply with safety regulations as defined by the Workers’ Compensation Act and Regulations and those policies defined by the City of Nelson.

ARTICLE 16 – BARGAINING UNIT

16.01 The Nelson and District Youth Centre terms and conditions of employment are attached to CUPE Local 339’s Collective Agreement for the sole purpose of bargaining and representation only.

ARTICLE 17 – VARIATIONS

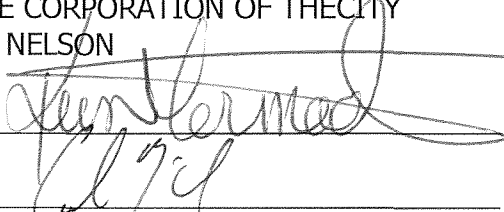
17.01 Any changes deemed necessary in this Agreement may be made by mutual agreement of the parties any time during its existence. All changes shall be made as a Letter of Understanding/Agreement, signed by both the City and the Union.

ARTICLE 18 - EFFECTIVE AND TERMINATING DATES

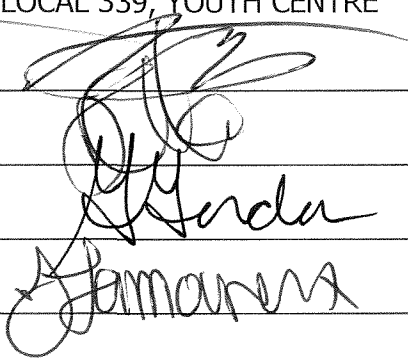
18.01 This Agreement shall be effective from date of ratification.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 23 day of September, 2021

SIGNED ON BEHALF OF:
THE CORPORATION OF THE CITY
OF NELSON



SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 339, YOUTH CENTRE



THE CORPORATION OF THE CITY OF NELSON, YOUTH CENTRE

SCHEDULE "A"
HOURLY RATES OF PAY

	Base Rate July 1, 2020	Base Rate June 1, 2021	Base Rate June 30, 2024
1	14.60	15.20	15.55
2	14.60	15.30	15.65
3	14.60	15.40	15.75
4	14.60	15.50	15.85
5	14.85	15.60	15.95
6	15.35	15.70	16.05
7	15.85	16.20	16.55
8	16.35	16.35	16.70
9	16.85	16.85	17.20
10	17.35	17.35	17.70
11	17.85	17.85	18.20
12	18.35	18.35	18.70
13	18.85	18.85	19.20
14	19.35	19.35	19.70
15	19.85	19.85	20.20
16	20.35	20.35	20.70
17	20.85	20.85	21.20
18	21.35	21.35	21.70
19	21.88	21.88	22.23
20	22.35	22.35	22.70

New Employees or employees moving to a new classification will start at the base rate for that classification and will receive the following annual increases:

July 1, 2021 2.0%
 July 1, 2022 2.0%
 July 1, 2023 2.0%

THE CORPORATION OF THE CITY OF NELSON, YOUTH CENTRE

SCHEDULE "B"

JOB CLASSIFICATION

Pay Grade	Classification
1	Janitor Casual Youth Support Worker Casual Campground Support Worker
2	
3	Youth Support Worker Campground Support Worker (Seasonal)
4	
5	
6	Campground Attendant
7	
8	Program / Outreach Worker
9	
10	
11	
12	
13	
14	Probationary/Casual Employment Counsellor
15	
16	Employment Counsellor
17	
18	
19	
20	Sr. Employment Counsellor

The employer maintains the right to provide supported employment opportunities to individuals with special needs. Such positions will not be covered by the Terms and Conditions of Employment for the Nelson and District Youth Centre.

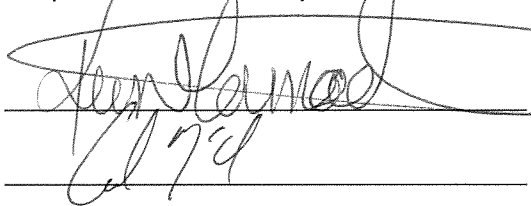
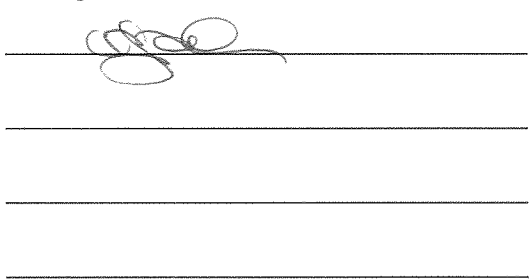
LETTER OF UNDERSTANDING #1

BETWEEN
THE CORPORATION OF THE CITY OF NELSON
AND
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 339

RE: Janitorial

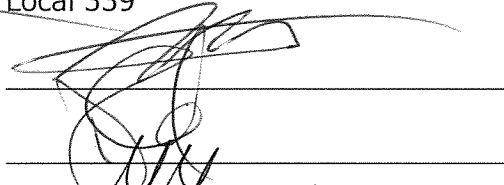
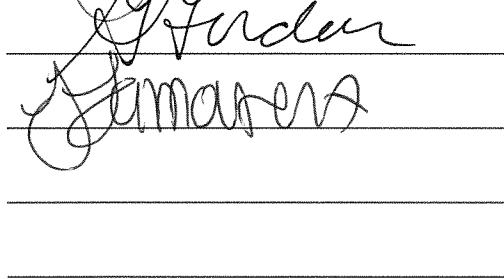
The Parties agree to maintain the employment of the current janitor under a supported employment opportunity. The individual is not covered by the Terms and Conditions of Employment for the Nelson and District Youth Centre. In the event this position does not continue as a supported employment opportunity, it will revert to the classification within the classification grid "Schedule B."

Signed on behalf of:
Corporation of the City of Nelson

Date Sept 23, 2021

Signed on behalf of:
Canadian Union of Public Employees,
Local 339

Date October 6th / 2021

