

THIS AGREEMENT made this        day of June, 19    A.D.

BETWEEN:-

**THE CORPORATION OF THE  
DISTRICT OF POWELL RIVER**

(hereinafter called the "Employer")

OF THE FIRST PART

AND THE:-

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

Being an organization of the employees of  
The Corporation of the District of Powell River  
other than those specified

(hereinafter called the "Union")

OF THE SECOND PART

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

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

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

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

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## 1. DEFINITIONS

### 1.01 Employees

Persons employed by the Employer who fit the definition of employee under the B. C. Labour Relations Code, are members of the bargaining unit and are employed in a position having scheduled work of thirty (30) hours or more per week for six (6) consecutive months or more per year, in Schedules "A" & "B" positions or 1500 hours or more within a twelve (12) consecutive month period for Schedules "D" or "E" positions shall be designated as full-time employees and be eligible for all the benefits of this agreement unless specifically excluded.

Scheduled hours of work include those hours regularly worked and holiday relief but excluding overtime, sick time relief and leaves of absence. For those employees who work in more than one defined schedule "i.e. A & B vs D & E" the position would be full time when scheduled hours exceed 1500 hours within a twelve (12) consecutive month period.

### 1.02 Part-time Employment

#### (a) Part-time Employees Defined

Employees who do not qualify under the guidelines in Article 1.01 would be deemed part-time and shall not be eligible for any benefits set forth in Articles 15, 18, 19, 20, 20.01, 20.03, 20.04, 21, 22, 23, 24, (02, 03, 04, 05, 07) 26, 28 and Schedule "F". In lieu thereof such employees shall be paid a premium of nine percent (9%) in consideration for statutory holiday pay, insured benefits and shift premiums. Vacation benefits shall be paid in accordance with the Provincial Employment Standards Act; however, after 10 years of service, vacation pay shall be 8% of gross pay. Vacation pay shall be paid on each pay cheque. The maximum consecutive days off for unpaid vacation time is 21 calendar days, to be calculated from the last shift worked.

#### (b) Part-time Rest Periods

Part-time employees will be granted a ten (10) minute rest period for each work assignment amounting to three and one half (3½) consecutive hours.

#### (c) Part-time Overtime

Daily overtime for part-time employees shall be paid for all hours in excess of eight (8) continuous hours worked except (7) continuous hours worked for Municipal Hall, R.C.M.P. clerical, and Recreation Centre clerical

employees.

(d) Standby

When required to standby:

- (R.C.M.P.) Guards/Matrons will be paid one (1) hour's regular pay per scheduled shift while on standby.
- Matrons will be provided a pager on a rotation basis.
- Standby pay shall be in addition to any other payment.

(e) Part-time Funeral Leave

Part-time employees shall be eligible for a one (1) shift paid leave of absence to attend the funeral of a relative as defined in clause 24.02. Additional leave without pay may be granted upon request.

(f) General Holidays for Part-time Employees

Part-time employees shall be paid time and one half for regular hours worked on a statutory holiday. For the purpose of this section statutory holidays shall be defined as:

New Years Day	B.C. Day	
Good Friday		Labour Day
Easter Monday	Thanksgiving Day	
Victoria Day		Remembrance Day
Canada Day		Christmas Day
Boxing Day		

1.03 (a) Part-time Seniority

Part-time employees' seniority dates shall be their date of employment (subject to 17.02) and such seniority may only be exercised vis-a-vis other part-time employees.

(b) Full-time Credit

Upon attaining full-time status the employee shall be credited with aggregate part-time seniority on the basis of equivalent years of service where 1,820 hours and 2,080 hours equal a year for inside and outside positions respectively for all hours worked after September 25, 1989.

(c) Part-time Promotion, Demotion, and Transfer

In matters of promotion, demotion or transfer where the relative ability and qualifications of the applicants is equal, seniority shall govern.

(d) Part-time Layoff and Recall

In matters of layoff and recall, where employees can perform the available work, seniority shall govern and for those laid off, recall rights shall be extinguished in accordance with Article 17.02 and the number of work days on the recall list shall be the aggregate hours of seniority divided by seven (7) or eight (8) for inside and outside employees respectively.

(e) Part-time Work Schedules

When part-time schedules are periodically changed or posted part-time employees in the same department and classification shall be given first refusal of the greatest number of hours scheduled on the basis of their seniority provided they are qualified.

Swapping shifts by part-time employees shall be permitted subject to the Employer's approval, providing no additional cost occurs.

Where extra hours are available due to sickness, leave of absence, or vacation: where practicable, part-time employees in the same department and classification who are immediately qualified and capable of doing the work, will be offered such hours in seniority order, provided the Employer does not incur any premium costs as a result. Part-time employees who wish to be offered such hours must have so indicated to the Employer, in writing in advance.

Departments

- Parks
- Storekeeper/Timekeeper
- Wharfinger & Poundkeeper
- Public Works, including Sanitary Sewer,

- Waterworks, Mechanics, Civic Properties
- Transit
- R.C.M.P. including Clerical, Guards & Matrons
- Recreation Complex Clerical
- Recreation Complex Maintenance
- Recreation Complex Aquatics
- Recreation Complex Snack Bar
- Recreation Complex Attendants including Arena, Theatre & Facility
- Recreation Complex Program Instructors
- Recreation Complex Theatre Technicians
- Municipal Hall Administration
- Municipal Hall Treasury
- Municipal Hall Engineering and Development Services
- Economic Development Services

## 2. **MANAGEMENT RIGHTS**

### 2.01 Management Rights

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

## 3. **RECOGNITION AND NEGOTIATIONS**

### 3.01 Negotiations

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

### 3.02 Work of the Bargaining Unit

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

### 3.03 No Other Agreements

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

Agreement.

4. **HUMAN RIGHTS**

4.01 Union Activities

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

4.02 Discrimination in Employment

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

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

4.03 Article 4.02 does not apply:

- (a) as it relates to age, to any bona fide scheme based on seniority, or
- (b) as it relates to marital status, physical or mental disability, sex or age, to the operation of any bona fide retirement, superannuation or pension plan or to a bona fide group of employee insurance plan,
- (c) with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

4.04 Sexual and Personal Harassment

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

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

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

Matters related to sexual and personal harassment will be handled in accord with the Employer's "Personnel Policy – Discrimination and Personal Harassment".

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

5. **UNION SECURITY**

5.01 All Employees to be Members

It is agreed that employees who are at present members of the Union shall remain so as a condition of employment. It is further agreed that persons who are hereafter employed by the Employer shall become members of the Union upon completion of thirty (30) consecutive calendar days of employment.

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

6.01 Deductions

- (a) The Employer shall deduct from every employee any Union dues or initiation fees in accordance with the Union Constitution and the Employer must have, in its possession, an agreement signed by every employee giving the Employer permission to make such deductions.
- (b) Deductions shall be made every payroll period and shall be forwarded to the Secretary-Treasurer of the Union following each payroll cycle, accompanied by a list, in an agreeable form, of the names of all the employees from whose wages the deductions have been made.

7. **NEW EMPLOYEES**

7.01 New Employees

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

7.02 Interviewing

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

8. **JOINT LABOUR/MANAGEMENT COMMITTEE**

8.01 Joint Labour/Management Committee

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

copy of the Minutes.

10. **LABOUR-MANAGEMENT RELATIONS**

10.01 Representative of Canadian Union

A national representative of the Union may discuss any matter with an employee on the premises during working hours PROVIDED the representative does not take up more than five (5) minutes of an employee's paid time in any day AND PROVIDED ALWAYS that the national representative reports their presence to the senior management representative available before entering the working area.

10.02 Shop Steward's Committee

A shop steward's committee, the number to be decided by the Union, shall be elected by the Union in a manner determined by them and the Employer shall be kept informed by the Union of the personnel of this Committee.

10.03 Time Off For Meetings

(a) Shop stewards, local union officers or the grieved party, not more than two (2) at any time, shall be permitted to leave their job up to fifteen (15) minutes approximately to discuss a specific grievance or to investigate a specific circumstance giving rise to a grievance during working hours PROVIDED they notify their foreman or superintendent of where they are going, AND PROVIDED they give reasonable time for a substitute to be put on their job if necessary. The Employer shall grant permission for such absence from the job and shall not unnecessarily delay substitution when required.

(b) It is agreed that it is not the purpose of this provision to give stewards and officers of the Union the right to leave their jobs for purposes other than the investigation of specific grievances and the Employer has access to the grievance procedure if it feels this provision is being abused.

10.04 Union Office

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

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

11. n/a

12. **GRIEVANCE PROCEDURE**



## 12.01 Settling of Grievances

Should any difference arise between the persons bound by this agreement concerning its interpretation, application, operation or alleged violation thereof, there shall be no stoppage of work on account of such a difference. The following procedure shall be followed in settling any matters in dispute under this article:-

### Step 1

An employee shall report to the Union within three (3) days of the alleged violation. The employee, along with a Union representative, shall make an earnest effort to settle the matter promptly with the employee's immediate exempt supervisor.

### Step 2

Failing settlement under Step 1, the grievance within five (5) further days shall be stated in writing and submitted to the department head. The department head and the employee's immediate exempt supervisor shall meet with the grievance committee chairperson of the Union, and the Shop Steward, together with the aggrieved employee. The parties will have five (5) working days to make an investigation and bring about a settlement.

### Step 3

Failing settlement under Step 2, the Union within (5) further days shall submit written grievance and response to the Administrator or designate. The grievance committee of the Employer shall meet with the grievance committee of the Union and/or the representative of Union, together with the aggrieved employee. The parties will have seven (7) working days to make an investigation and bring about a settlement.

### Step 4

If a satisfactory settlement is not reached at Step 3, the matter within fourteen (14) further days may be referred by either party to a board of arbitration as set out in Article 13.

## 12.02 Policy Grievance

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

## 13. **ARBITRATION**

### 13.01 Composition of Board of Arbitration

A board of arbitration composed of a single arbitrator shall be formed to hear the grievance. Either party shall notify the other in writing of the question(s) to be

arbitrated. After such notice has been given, the parties shall have five (5) days in which to jointly select the Arbitrator. Should the parties fail to select an Arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint one.

13.02 Arbitrator's Procedure

Within fourteen (14) days following the hearing by the Arbitrator, the Arbitrator shall report the decision on the grievance. The decision of the Arbitrator shall be final and binding on all persons bound by this Agreement but the Arbitrator shall not have the power to alter the wording of the Agreement in any way.

### 13.03 Expenses of the Arbitrator

The expenses and compensation of the Arbitrator shall be shared equally between the parties.

## 14. DISCHARGE, SUSPENSION AND DISCIPLINE

### 14.01 Cause For Discipline

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

### 14.02 Discharge or Suspension Procedure

- (a) Any employee being dismissed or suspended under this section shall be afforded the opportunity to appear before the employee's department head with a Union representative to hear the reasons for their dismissal or suspension.
- (b) When the Employer has dismissed or suspended an employee under this section, a letter must be forwarded to the employee within two (2) working days of the employee's dismissal, with a copy to the Union, stating the cause for the dismissal or suspension.
- (c) Letters of warning, suspension, dismissal or exoneration nature shall be forwarded to the following:-
  - 1. One (1) to the employee involved,
  - 2. One (1) to the Union,
  - 3. One (1) to be retained by administration for filing.

### 14.03 Access to Personnel File

- (a) An employee shall have the right, at a mutually acceptable time, to have access to and review the employee's personnel file.
- (b) Any record of dissatisfaction of an employee shall not be used against the employee at any time after twenty-four (24) months, unless a similar act complained of is repeated within twenty-four (24) months.

### 14.04 Political Action

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

### 14.05 "Whistle Blower" Protection

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

15. **SENIORITY**

15.01 Seniority Defined  
(Type of Bargaining Unit)

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force and recall as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.

15.02 Seniority List

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

15.03 Loss of Seniority

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

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

15.04 Transfer and Seniority

(Outside Bargaining Unit)

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit for a maximum of six (6) months. If an employee returns to the bargaining unit, the employee shall be placed in the position held at the time of the transfer, or if that position is held by a senior employee or is redundant, the employee may bump laterally or downward provided this does not result in the layoff or bumping of an employee holding greater seniority.

15.05 Job Phase-out

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

## 16. PROMOTIONS AND STAFF CHANGES

### 16.01 Job Postings

- (a) Before filling any full-time position within the scope of this Agreement which may have a duration of thirty (30) days plus or ninety (90) days plus for part-time positions, notice thereof shall be posted in the Municipal Hall and on all bulletin boards that will be accessible to all employees for a period of ten (10) days before such a position is filled. Such posting to contain the following information:-

- Nature of position
- Required knowledge, ability and skills
- Wage rate or salary ranges.

The Employer agrees to forward a copy of such posting to the Union and, where the posting is filled to advise the Union of the name or names of the successful probationary applicant(s) within ten (10) working days of the closing date for receipt of all applications.

Applications shall be considered in the following order:

- full-time employees
- part-time employees
- general public

In the event of a dispute arising from the appointment of an outside applicant rather than a part-time employee the onus of demonstrating the superior qualifications of the successful applicant shall reside with the Employer.

- (b) Should the Union request that the time as stated in the above section be extended due to an eligible employee being on vacation, the posting time shall be extended.

### 16.02 Probation Period

All newly hired employees are required to serve a probation period of sixty (60) days actually worked from the date of hire.

All newly hired part-time employees are required to serve a probation period of a maximum of six (6) calendar months from the date of hire.

In the event there is a break in service, in no case will a part-time employee be required to serve a probation period in excess of six (6) months during a two (2) year period.

The probation period is required for the Employer to assess the employee's suitability for continued employment with the Employer and competency in the position.

The Employer may, at any time during the probation period, terminate the employee's employment for cause. The Union recognizes that the standard upon which the Employer may assess the employee's performance and suitability during the probation period is lower than the standard required under Article 14.

The probation period may be extended by mutual agreement between the Union and the Employer.

For the purposes of this Article, "newly hired" means employees who have never worked full time for the Employer before being hired into the position, and former employees who have been re-hired by the Employer after the expiry of any recall provisions in this Agreement.

During any probationary period under this Article, employees shall be entitled to access to the Grievance Procedure, and those benefits for which they may become eligible during the probation period. After successful completion of the probation period, seniority shall be effective from the original date of hire.

#### 16.03

##### Trial Period for Permanent Employees

- (a) Before any applications are considered for any vacancies or positions covered by this Agreement, applicants who are permanent employees shall be given first choice of the job on a twenty (20) working day trial basis. The senior employee with the required qualifications and competency to perform the work shall be given the trial period. Not more than two (2) permanent employees to be considered for trial employment.

Employees under this Article may exercise their rights to return to the former position at any time during the trial period.

- (b) All current employees not selected under Article 16.03 (a) above, who have obtained a position as a result of transfer, demotion, promotion, or bumping will be required to serve a trial period of sixty (60) days worked. If the employee acquired a new position as a result of transfer or promotion only and it is determined by either the Employer or the employee that they are unsuitable for the new position, the employee shall return to their former position at their former rate of pay and without loss of seniority. If the employee bumped into a position and it is determined by either the Employer or the employee that they are unsuitable for the new position, the employee may exercise their bumping rights with respect to another position only once more, or shall be laid off.

#### 16.04

##### Role of Seniority in Selection of Applicants

In matters of appointment to part-time vacancies or full-time vacancies for which there are no full-time applicants, the seniority of part-time applicants shall govern the selection process only where the ability and qualifications of the applicants is relatively equal. Successive part-time vacancies that occur as a consequence of such appointments shall not be subject to the posting provisions of clause 16.01.

16.05 Special Project Transfers

It is understood and agreed that in the event an employee is transferred from a special project to the full-time staff, such employee shall be credited with the length of service on such special project.

16.06 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position covered by this contract, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

16.07 Training Opportunities

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

17. LAYOFFS AND RECALLS

17.01 (a) Definition of Layoff

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

(b) Advance Notice of Layoff

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

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



17.02 Retention of Seniority

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

17.03 Severance Pay

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

More than one (1)  
year of service

Two (2) week's wages

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

More than each year  
three (3)

One (1) week's wages extra after after  
three (3) per year of service to a  
Maximum of eight(8) week's wages.

(b) When a regular employee elects to receive severance pay under this clause, all other rights under the collective agreement are terminated.

17.04 Layoff and Recall Procedure

(a) It shall be the duty of each employee laid off to supply the Employer with their correct address and telephone number.

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

17.05 Seniority in Layoff, Recall, Bumping

All employees shall be laid off or recalled on the basis of seniority, providing that the individuals possess the physical fitness and are competent to do the work required. An employee about to be laid off may bump any employee with less seniority. The right to bump shall include the right to bump up. A bump must be exercised within ten (10) days of receiving notice of layoff. For the purpose of this

clause, Labourer 1 Labourer 2 shall be deemed to be one (1) classification. The Employer agrees that the decisions of the department heads in regard to such matters shall be subject to regular grievance procedure.

18. **HOURS OF WORK**

18.01 Hours of Work

The standard hours of work shall be as follows:-

**SCHEDULE "A" EMPLOYEES**

- 8:30 a.m. to 4:30 p.m.  
Monday through Friday  
7 hour day - 35 hour week

**EXCEPT**

R.C.M.P. STANDARD

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

R.C.M.P. DISPATCH CLERK

- 9:00 a.m. to 5:00 p.m.  
Tuesday through Saturday  
- 7 hour day - 35 hour week

Head Receptionist

- 6:00 a.m. to 10:00 p.m.  
Monday through Sunday  
- 7 hour day -  
35 hour week

Pound/Bylaw Inspector

- 8:00 a.m. to 5:00 p.m.  
Monday through Sunday  
7 hour day - 35 hour week

Head Lifeguard  
Aquatic Programme  
Coordinator

- 6:00 a.m. to 12:00 midnight  
Monday through Sunday  
- 7 hour day - 35 hour week

Recreation Facilities  
Coordinator

- 8:00 a.m. to 10:00 p.m.  
Monday through Sunday  
- 7 hour day - 35 hour week

Instrumentperson/  
Draftsperson

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

**SCHEDULE "B" EMPLOYEES**

- 7:30 a.m. to 4:00 p.m.

Monday through Friday  
8 hour day - 40 hour week

## EXCEPT

- |  |   |
|--|---|
| Sewer Maintainers<br>(Friday only)<br>(Excluded from Article 18.03 (b) )<br>Mechanical Staff   | - eight (8) hours between<br>6:30 a.m. and 4:30 p.m.<br><br>- 7:00 a.m. to 5:30 p.m. or<br>2:00 p.m. to midnight<br>Monday through Saturday<br>10 hour day - 40 hour week   |
| Incinerator  | - 7:30 a.m. to 5:30 p.m.<br>Monday through Sunday<br>8 hour day - 40 hour week  |
| Janitorial   | - 5:30 a.m. to 12:00 midnight<br>Monday through Sunday<br>8 hour day - 40 hour week   |
| Transit  | - 6:00 a.m. to 10:00 p.m.<br>Monday through Saturday<br>8 hour day - 40 hour week   |
| Storekeeper/Timekeeper   | - 7:30 a.m. to 4:00 p.m.<br>Monday through Friday<br>8 hour day - 40 hour week<br>EXCEPT during daylight<br>saving time -<br>7:00 a.m. to 3:30 p.m.<br>Monday through Friday<br>8 hour day - 40 hour week<br>(this shall apply to one<br>Storeskeeper/Timekeeper only). |
| Wharfinger   | - 8:00 a.m. to 5:00 p.m.<br>Monday through Sunday<br>8 hour day - 40 hour week  |
| Recreation Facility<br>Utilityworker,<br>Janitors, Recreation Facility<br>Utility/Maintenance and<br>Recreation Complex<br>Maintenance Foreman | - Monday through Sunday<br>8 hour day - 40 hour week<br>5 day week<br>- Up to a 24 hour continuous<br>operation.  |

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

- |                                       |   |
|---------------------------------------|---|
| Recreation Facility<br>Utilityworker, | - Day Shift:<br>commencing 6:00 - 8:00 a.m. |
|---------------------------------------|---|

Recreation Facility  
Utility/Maintenance and  
Recreation Complex  
Maintenance Foreman

ending 2:00 - 4:00 p.m.  
- Afternoon Shift:  
commencing 3:00 - 4:00 p.m.  
ending 11:00 p.m. - midnight.

Janitors

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

All of which are inclusive of meal times.

- Days off to be changed every three months. Where it is necessary for an employee to work more than five (5) days per week in order to facilitate the above, overtime shall be payable.

#### STAFFING

The Employer agrees to schedule a minimum of one (1) Utilityworker on afternoon shift with the following conditions:

- (a) If the regularly scheduled utilityworker is unavailable then another employee, qualified to do the work, will be scheduled and will be paid at the utilityworker rate.
- (b) If a qualified replacement employee is not available then the provisions under 19.02 will apply.

### **SCHEDULE "D" EMPLOYEES**

RCMP – Guards and Matrons

Night Shift - 2400 – 0800 hours  
Day Shift - 0800 – 1600 hours  
Afternoon Shift - 1600 – 2400 hours

18.02 Work Day

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

18.03 Changes in Hours

- (a) Notwithstanding the provisions of 18.01 of this Article, the Employer shall retain the right to change the schedule of work hours at standard rates of pay plus shift bonus in cases of emergency.
- (b) Twenty-four (24) hours notice shall be given before change of shift. Failure to provide at least sixteen (16) hours rest between shifts which are being changed shall result in payment of overtime.
- (c) Forty-eight (48) hours notice shall be given for any change in scheduled days off.

18.04 Lunch Break

Employees who work more than five consecutive hours in a day shall be entitled to one-half (½) hour for lunch with the exception of the inside staff who shall receive one (1) hour. An employee who is required to be available for work during the employee's lunch break shall have the time included in the daily hours of work and shall be paid for the time.

18.05 Rest Periods

An employee working a full-time day shall be allowed a ten-minute rest period at the worksite in each of the first half and the second half of the shift.

An employee working less than a full-time day shall have a ten minute rest period at the worksite during each continuous work period of three hours or more.

Rest periods shall be taken at times that will cause the least possible interference with the work in which the employees are engaged.

18.06 Standby Time

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

18.07 Sunday Rate

All full-time employees in positions having a Monday through Sunday work week shall receive one and one-half (1½) times their regular hourly rate for all hours worked on a Sunday.

19. **OVERTIME**

19.01 **Overtime Rates**

Overtime shall be paid on the following basis to all employees:-

- (a) Time and one-half for the first three (3) hours and double time thereafter.
- (b) Double time for hours worked on the employee's days of rest.
- (c) Double time in addition to the normal pay on statutory holidays for all hours worked.
- (d) When employees working on shifts in which hours exceed the normal are required to work overtime, the following conditions shall apply:-

1. **Daily Overtime**

Time and one-half the normal hourly rate for excess hours for the first three (3) hours and double time thereafter.

2. **Weekly Overtime**

Double time for all hours in excess PROVIDED:-

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

19.02 **Call-out**

- (a) A "Call-Out" occurs when an employee is called to work without having been so notified prior to the end of the employee's previous shift. In the event of a call-out, it shall be the duty of the department head concerned to ensure that the full-time employee or the full-time operator for the job required is called first and sent on the job if available. An employee on vacation shall be considered to be not available.
- (b) For the purpose of call-out, in each of the following "departments" there shall be established a list of employees, in order of seniority who:
  - 1. are capable of performing the work required; and
  - 2. are willing to work the call-out overtime.

R.C.M.P.  
Parks  
Recreation Complex inside staff  
Administration  
Planning, building, bylaws and licencing  
Mechanics  
Transit  
Recreation Complex utility worker  
Accounting  
Engineering  
Civic properties  
Waterworks and sanitary sewer  
Public works and wharfinger, and storekeeper/timekeeper

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

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

19.03 Meals, Meal Breaks on Overtime

- (a) An employee who is required to continue working in excess of one (1) hour beyond the end of this regular shift will receive a meal break after one (1) hour of overtime.
- (b) An employee who on less than eight (8) hours notice before starting work, is required to begin work more than one-half (½) hour before the start of the employee's regular shift, shall be entitled to a meal break and a meal ticket.
- (c) An employee who, on less than four (4) hours notice, is required to work on the employee's day off, will receive a meal break after three (3) hours of overtime.



- (d) A meal break shall be for one-half (½) hour plus reasonable travelling time to obtain a meal, with pay.
- (e) Employees who are required to work more than four (4) hours of overtime will receive a meal break in each four (4) hour period.
- (f) A meal ticket redeemable for cash shall be issued prior to or at the beginning of each meal break. The value of this meal ticket shall be \$11.00. The appropriate Foreman shall have the authority to issue meal tickets.

19.04 Assigned Overtime

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

19.05 Time Off in Lieu of Overtime Pay

- (a) An employee may elect to take time off in lieu of overtime pay each occasion overtime occurs. Such time off shall be calculated in accordance with Article 19.01 above and scheduled at a time convenient to both the Employer and the employee, PROVIDED HOWEVER THAT:
  - 1. Should the accumulated time from the previous calendar year not be used by March 31st in any year, the employee shall be paid out in the next succeeding pay day to such date.
  - 2. Requests for such time off shall not be unreasonably denied.
- (b) Employees will not be allowed to split the 'banking' and 'paying' of overtime on one time card.

19.06 Authorization for Overtime

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

20. **SHIFT WORK**

20.01 Shift Work Bonus

- (a) A shift work bonus of thirty-one cents (31¢) shall be paid for hours worked between 5:00 p.m. and 12:00 midnight.
- (b) A shift work bonus of fifty cents (50¢) shall be paid for hours worked between 12:00 midnight and 8:00 a.m.

20.02 Split Shifts

Split shifts shall be paid a shift bonus of twenty-five cents (25¢) per hour PROVIDED the lunch break exceeds one-half (½) hour (outside staff) and one (1) hour (inside staff).

20.03 Shift Work Premium

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

20.04 Shift Work Bonus -  
Recreation Facilities Utilityworkers - Recreation Janitors

In addition to the shift work bonus in Article 20.01, Recreation Facilities Utility workers and Recreation Janitors shall receive thirty-five cents (35¢) per hour for scheduled rotating shift work, or for continuously scheduled midnight shift work.

21. **HOLIDAYS**

21.01 List of Holidays

Employees shall suffer no reduction in their regular wages or salary by reason of a statutory holiday occurring within the regular work week. For the purpose of this section, statutory holidays shall be defined as:-

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

AND all other holidays declared by the District of Powell River, provincial or dominion governments.

21.02 Holidays Falling on Weekends

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

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

21.03 Qualifications for Paid Holidays

- (a) An employee must work the employee's scheduled day prior to and immediately following any paid holiday covered by this contract in order to qualify for pay, unless previous permission in writing shall have been granted for time off.
- (b) Pay shall be at the previous day's highest card rate which will include tour duty but not shift differential.

21.04 Holidays During Vacation

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

21.05 Christmas and New Year's Holidays

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

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

## 22. VACATIONS

### 22.01 Vacation Entitlement Regulations

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

- (a) The vacation period shall be the twelve (12) months commencing on January 1st and ending on the following December 31st.
- (b) Continuous service for the purposes of this Agreement shall include:
  1. Time lost as a result of an accident as recognized by the Workers' Compensation Board suffered during the course of employment shall be considered as time worked for the purpose of qualifying for annual vacations. An employee will only be entitled to receive such vacation payments while on Workers' Compensation for a period of up to, but not exceeding one (1) year from the date of the employee's accident or injury.
  2. Time lost as a result of leave as recognized by the Employer under Article 23 of this Agreement.
  3. Time lost as a result of leave as recognized by the Employer under Article 24 of this Agreement.

### 22.02 Vacation Entitlement

- (a) Those employees who are in their first (1st) anniversary year, with a minimum of six (6) months service, shall be granted two (2) weeks vacation with pay.
- (b) Employees who are in their second (2nd) anniversary year shall be granted a third (3rd) week vacation with pay.
- (c) Employees who are in their ninth (9th) anniversary year shall be granted a fourth (4th) week of vacation with pay.
- (d) Employees who are in their seventeenth (17th) anniversary year shall be granted a fifth (5th) week vacation with pay.
- (e) Employees who are in their twenty-fourth (24th) anniversary year shall be granted a sixth (6th) week vacation with pay.
- (f) Employees who are in their twenty-eighth (28th) anniversary year shall be granted a seventh (7th) week of vacation with pay.
- (g) Vacation pay shall be based upon the greater of an employee's basic rate for a standard weekly schedule or two percent (2%) of gross earnings for the preceding calendar year for each week of earned vacation plus an additional one-half of one percent ( $\frac{1}{2}\%$ ) of earnings after two (2) years service.

22.03 Vacation Bonus

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

22.04 Consecutive Vacation Period

It is understood and agreed that with the three (3), four (4), five (5) and six (6) week annual vacation periods, no more than two (2) weeks may necessarily be consecutive. All such holidays shall be exclusive of statutory holidays. Requests for vacations must be submitted in writing at least one (1) month prior to the vacation being taken. This may be waived by mutual consent.

22.05 Supplementary Vacations

- (a) After completing five (5) or more years of continuous service with the Employer, an employee shall, in addition to the regular vacation to which the employee is entitled, become eligible to receive a supplementary vacation with pay each five (5) years as set forth below.

<u>Weeks of Supplementary Vacation</u>	<u>Years Completed Continuous Service</u>
--	---

1 week	After 5 years
2 weeks	After 10 years
3 weeks	After 15 years
4 weeks	After 20 years
5 weeks	After 25 years
6 weeks	After 30 years
7 weeks	After 35 years
8 weeks	After 40 years

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

## 23. SICK LEAVE PROVISIONS

### 23.01 Amount of Sick Leave

- (a) Employees shall be granted sick leave with pay of one (1) working day per pay period with two (2) days per year going to the sick bank with any unused portion accruing in future years to a maximum of one hundred eighty (180) working days, subject to the application hereinafter.
- (b) Sick leave shall be credited on the last day of each month of each calendar year.
- (c) It is understood and agreed that accrued sick leave stands to the credit only of the individual employee and may not be disposed of by trading, loaning or giving to any other employee EXCEPT by means of the sick leave bank.
- (d) It is understood and agreed that:-
  - 1. Use of sick leave shall be accorded on an employee's work day as per Article 18.01.
  - 2. Accumulation of sick leave shall be credited for employees who work a thirty-five (35) hour week at seven (7) hours each credit day, and for employees who work a forty (40) hour week at eight (8) hours each credit day. Accumulation of sick leave for employees who work other than a standard thirty-five (35) or forty (40) hour week shall be determined by calculating average daily hours of work per work day based on the previous two pay periods.

### 23.02 Sick Leave Payout

An employee who qualifies under the conditions as set out below shall be entitled to a payout of accumulated sick leave in accordance with the following formula:-

1.00 times number of hours of accrued sick leave times normal hourly rate of pay at time of retirement or death, for:-

- (a) Death in Service.  
No qualifying time - to a maximum of one hundred eighty (180) working days.
- (b) Voluntary Termination.  
Minimum of ten (10) years of continuous service with the Employer - to a maximum of ninety (90) working days.
- (c) Retirement.  
In accordance with the Pension (Municipal) Act - "deferred pensions" shall not be considered for eligibility - to a maximum of one hundred eighty (180) working days.

23.03 Sick Leave Bank

- (a) A sick leave bank shall be set up to be effective as and from January 1st 1968. The Union must supply days as set out in Article 23.01, Section (a). This sick leave bank will be controlled by a joint committee of two (2) representatives from the Employer and two (2) from the Union. There shall be no fractional sick leave days donated to the bank or withdrawn from the bank.
- (b) Sick bank guidelines - as per attached Schedule "F".

23.04 Proof of Illness

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

23.05 Medical Examinations

The parties agree that the Employer and/or any other governmental agencies may require prospective employees to take a medical examination prior to and during employment, PROVIDED the examination is required as a condition of employment. The Employer shall pay for such examination and time off as required to a maximum of one-half (½) day.

23.06 Medical Care Leave

An employee shall be granted time off for the purpose of an appointment relating to physical or mental health with a licenced professional practitioner, to be taken as referred to in the Union/Management guidelines. The employee may be required to have the necessary form as supplied by the Employer signed by the attendant practitioner in order to qualify. The employee shall give as much notice as possible to the Employer when such a visit to a medical practitioner is contemplated. The time off for such an event will be deducted from accumulated sick leave to the nearest one-half hour. If there is no accrued sick leave remaining to the employee's credit, time off will be deducted from the employee's wage or salary.

For out-of-town appointments, only the actual dates that the employee visits the doctor shall be considered, and travel time is not included.

23.07 Workers' Compensation Board

An employee shall be paid full salary while absent as a result of an accident covered by Workers' Compensation and payment received from the Workers' Compensation Board shall be turned over to the Employer, PROVIDED HOWEVER that the employee shall be charged for one-quarter (¼) day from the employee's sick leave credit for each day. Should an employee have no sick leave credit this clause shall not apply.



23.08 Notification of Absence

An employee who is absent from work because of illness shall telephone in person to the Employer, no later than one-half hour after the starting time of the shift. Failure to do so will result in loss of pay.

24. LEAVE OF ABSENCE

24.01 For Union Business

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

24.02 Bereavement Leave

- (a) Employees shall be granted a minimum of three (3) days leave with pay in the case of the death of wife, husband, spouse, parent, grandparent, grandchild, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law.
- (b) An employee, upon request in writing may, at the discretion of the employee's respective department head in consultation with the personnel officer, be granted an additional two (2) days leave with pay to allow for travelling time should there be considerable distances involved.

24.03 Mourner's Leave

- (a) Employees may be granted one-half (½) day leave with pay to attend the funeral of a member of the union in the capacity of pallbearer.
- (b) Employees may be granted one-half (½) day leave with pay to attend the funeral of an employee, to a maximum of two (2) employees.

24.04 Special Leave

- (a) An employee may be granted a maximum of three (3) days leave with pay in the case of a serious fire in the employee's home where, in the opinion of the municipal fire chief, such home is uninhabitable during the three (3) day period.
- (b) An employee may, at the discretion of the employee's respective department head, in consultation with the personnel officer, be granted one (1) day leave of absence with pay to attend to a serious household or domestic emergency.

24.05 Leave of Absence for Full-Time Union or Public Activities

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence so that the employee may be a candidate for public office.
- (b) An employee who is elected, selected or appointed to a public or community position shall be allowed leave during the term of office and the employee shall continue to accrue seniority. Upon the Union's request, the Employer shall continue to pay the employee regular wages and shall bill the Union for reimbursement.
- (c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence, without loss of seniority, for a period of one (1) year. Such leave may be renewed each year on request during the employee's term of office.

24.06 General Leave

(a) Up to Three Working Days

1. An employee shall be granted leave of absence without pay or loss of benefits to a maximum of three (3) working days in a calendar year.
2. All requests must be submitted on a time off request form and must receive the approval of the respective department head and the personnel officer prior to the day in question.

(b) Up to Ten Working Days

The respective department head or personnel officer may grant a leave of absence for more than three (3) working days, to a maximum of ten (10) working days, to an employee if the employee can show good and sufficient cause for such leave. Only one request will be considered in a three (3) year period. This leave shall be without pay or loss of benefits.

(c) General and Education Leaves

1. After completion of ten (10) years of service an employee may request a leave of absence without pay for a period longer than ten (10) working days and up to a maximum of six (6) months. Such leave will only be granted by the respective department head and personnel officer for extenuating circumstances and if the employee shows good and sufficient cause.

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

Years of service shall be interpreted to include part-time service for the purpose of this Article. The dates on the seniority lists shall be used.

2. Only one (1) period of leave may be granted after completion of each ten (10) years of employment.
3. The full premium for fringe benefits will be the employee's responsibility.
4. When such leave is granted the following year's vacation shall be pro-rated for the time worked during the calendar year.

(d) Cause For Termination

Failure to report for work on the first working day after the leave, as allowed in Clause (b) and (c) above is completed, shall be just cause for termination of employment EXCEPT in extenuating circumstances beyond the employee's control.

(e) Method of Application

Such leave of absence under Clause (b) and (c) shall be made on the appropriate forms to the personnel officer through the department head concerned at least four (4) weeks in advance of the proposed start of such leave of absence.

24.07 Jury Duty

Any full-time employee who is required to report for jury duty or who is required to appear as a Crown witness on a day on which the employee would normally have worked, will be reimbursed by the Employer for the difference between the pay received for jury or witness duty at the employee's regular straight time hourly rate of pay for the employee's regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week, less pay received for jury or witness duty. The employee will be required to furnish proof of jury or witness service and jury duty or witness pay received. Hours paid for jury or witness duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

24.08 Pregnancy Leave, Parental Leave

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

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

24.09 Paternity Leave

Employees shall be entitled to utilize one (1) day of their accumulated sick leave at the birth of their child.

## 25. PAYMENT OF WAGES AND ALLOWANCES

### 25.01 Schedules

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

### 25.02 Temporary Assignments

- (a) If an employee is appointed to substitute on any job, the employee shall receive the employee's regular rate or the rate for the job, whichever is the greater.
- (b) If an employee is temporarily assigned to assume the duties of a lower rated position, the employee shall receive the employee's regular rate.

### 25.03 New Positions

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

### 25.04 Pay Cheques

- (a) Regular pay days shall be alternate Fridays.
- (b) Pay cheques or stubs shall be delivered to the Recreation Complex, Public Works Yard, R.C.M.P. station and municipal hall no later than 11:30 a.m. on regular pay days.
- (c) Employees who so choose shall have their pay cheques deposited directly to a financial institution of the employee's choice located in Powell River.

### 25.05 Base Rate Formula

- (a) Effective July 1st 1985 the municipal labour I rate shall be twenty-one cents (21¢) below, and the municipal trades II rate shall be twenty-seven cents (27¢) below the common labourer and "A" mechanic journeyman rates respectively, paid by MacMillan Bloedel Limited, Powell River Division, to members of the Canadian Paperworkers Union. The Union agrees to maintain this differential.
- (b) The cents per hour increase established on the 1st of July each year for the base rate shall also be the cents per hour increase on all other rates with the exception of the tradesman II rate.
- (c) Whenever the Canadian Paperworkers Union negotiate an increase other than cents per hour, the formula used shall be applied to Clauses (a) and (b) of Article 25.05 above.

25.06 Temporary Transfers Outside of the Bargaining Unit

When an employee temporarily relieves in or performs the principal duties of a higher paying position outside of the bargaining unit, the employee shall receive the rate of pay of the position filled with a minimum increase of ten percent (10%).

26. **RETIREMENT**

26.01 Superannuation

- (a) All employees of the Employer covered by this Agreement who reach the superannuation age as set out in the Pension (Municipal) Act shall be retired whether contributing under Article 28.02 of this Agreement or not.
- (b) Employees retiring shall receive three (3) months notice prior to the date of retirement.

27. **JOB CLASSIFICATION AND RECLASSIFICATION**

27.01 Changes in Classification

When the principal duties of any employee in any classification are significantly changed so that the existing classification is no longer applicable to that employee, the Union shall have the right to request reclassification for the employee.

27.02 Reclassification Grievance Procedure

If no agreement can be reached between the Union and the Employer, the matter shall be dealt with under Articles 12 and 13 of this Agreement.

### 27.03 Exclusion of Job Postings

The provisions of Article 16.01 of this Agreement shall be excluded for the purpose of this Article.

### 27.04 Job Descriptions

The Employer 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. Such job descriptions may be amended by mutual agreement at any time should the principal duties of the job require such amendment.

## 28. **EMPLOYEE BENEFITS**

### 28.01 Employee Benefits - General

- (a) All benefits plans coverages, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefits plans as amended from time to time. Any descriptions in this Agreement are provided for the purpose of general information.
- (b) All full-time employees are eligible for all benefits in this Article. An employee who chooses not to participate in compulsory benefits plans may do so providing they provide proof of coverage elsewhere.
- (c) Coverage under the benefits plans shall begin at the beginning of the work month following the month in which the employee commences work, except for Group Life and Ad & D plans which shall begin on the day the employee commences work.
- (d) The Employer shall pay 100% of the premiums for the Employee Benefits Plans in Article 28.02.
- (e) The Benefit Plans shall not be reduced in any respect without the consent of the Union.

## 28.02 Employee Benefits Plans

Employee benefit plans shall include the following:

- a) Medical Plan
- b) Extended Health Benefits Plan
- c) Dental Insurance Plan
- d) Group Life Insurance and Ad & D Plans
- e) Weekly Indemnity Plan

## 28.03 Pension (Municipal) Plan

Employees who are eligible, shall participate in the Municipal Pension Plan.

## 28.04 Benefits While Absent

Employees on authorized leave without pay, or on lay-off with recall rights, may continue on the applicable benefits plans by paying the full premiums in advance each month. An employee granted leave of absence without loss of pay shall remain on the applicable benefits plan.

## 29. **SAFETY AND HEALTH**

### 29.01 Pay For Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home, shall receive payment for the remainder of whichever half of the day in which the employee is injured PROVIDED that the employee completes the Workers' Compensation Board's report on the injury.

### 29.02 W.C.B. Regulations

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



29.03 Occupational Health and Safety Committee

There shall be an Occupational Health and Safety Committee composed of not more than five members named by the Employer and not more than five employees named by the Union.

The Committee shall act in the manner and carry out the functions as prescribed in the WCB Occupational Health and Safety Regulation.

All safety inspections and investigations and committee training shall be carried out in accord with the WCB Occupational Health and Safety Regulation.

30. **TECHNOLOGICAL AND OTHER CHANGES**

30.01 Technological Change

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

30.02 No Layoffs

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

30.03 No Stoppage of Work

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

30.04 Visual Display Terminals

A pregnant employee working on VDTs may be given alternate employment, where possible, with no loss of pay or benefits for the duration of the employee's pregnancy if the employee so requests. If no such employment is available, a leave of absence without pay or benefits shall be granted.

30.05 Computer Upgrading and Programs

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

31. **JOB SECURITY**

31.01 Contracting Out

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees pursuant to Article 17.01 (a), or which would result in the failure to recall laid off employees with recall rights.

31.02 Unionized Employers

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

Volunteers

31.03 The Employer agrees not to solicit volunteers to carry out any work presently performed by employees covered by the Agreement which would result in the laying off of such employees pursuant to Article 17.01 (a), or which would result in the failure to recall laid off employees with recall rights.

31.04 Minimum Staffing

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

32. n/a. n/a

33. **UNIFORM AND CLOTHING ALLOWANCE**

33.01 Protective Clothing

(a) Coveralls and gloves shall be supplied by the Employer to sanitation personnel. These are to be of a nature acceptable to the sanitation personnel.

(b) Coveralls shall be supplied by the Employer for staff in the municipal garage, equipment operator, arena personnel and parks personnel, and Civic Properties janitors when using chemicals.

(c) Coveralls and gloves shall be supplied by the Employer to employees on

the tar truck and at the tar pit. Aprons or coveralls and gloves shall be supplied by the Employer to employees making cement pipe and manholes.

- (d) Smocks shall be provided in the municipal office for the use of personnel when operating duplicating machines.
- (e) The cleaning of protective clothing supplied by the Employer and worn by personnel in sanitation, tar truck, tar pot, parks, cement shed and in the manufacture of manholes, equipment operators, municipal garage, municipal office staff, arena and Civic Properties janitors shall be at the expense of the Employer.
- (f) The articles of clothing shall remain the property of the Employer and shall be issued only to those employees qualified in this section. The employee is required to use reasonable precaution in the use of said garments and shall be responsible for loss or destruction of same directly attributable to any act of negligence on the employee's part.
- (g) Where uniforms or articles of clothing are mandatory by the Workers' Compensation Board or by municipal request, the Employer shall supply, maintain and clean, PROVIDED HOWEVER that footwear shall only be supplied at the arena and incinerator operations if and when required.
- (h) The Employer will reimburse an employee for 40% of the cost of one pair of safety footwear, rubber boots and rain gear, per calendar year, provided it is required on the job.
- (i) Where hardened eye glass lenses are required for safety reasons, the Employer will pay 100% of the cost of the hardening of the lenses.

34. **GENERAL CONDITIONS**

34.01 Bulletin Boards

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

35. & 36. not applicable. & 36. not applicable

37. **GENERAL**

37.01 Plural or Feminine Terms May Apply

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

37.02 Department Head or Personnel Officer

Whenever reference is made in this collective Agreement to "department head" or "personnel officer", it is considered that in their absence their delegates shall possess the same power and authority to act on their behalf.

37.03 Regular, Permanent, Casual and Temporary Employment

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

"casual" and "temporary" employment shall be considered to read "part-time".

37.04 Certification and Recertification

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

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

38. **TERM OF AGREEMENT**

38.01 Duration

The terms and conditions of this Agreement shall be binding and remain in full force and effect from the 1st day of January 1998 to the 31st day of December 2001, and shall continue from year to year thereafter until a new Agreement is

reached as provided for in the Statutes of the Province of British Columbia.

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

The Corporate Seal of THE CORPORATION OF THE DISTRICT OF POWELL RIVER was hereunto affixed by and in the presence of:

Signed by the President and Secretary of the CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 798

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Secretary

**SCHEDULE "A"**  
**HOURLY RATES**

	<b>DATE</b>	<b>START</b>	<b>LEVEL 1 12 MONTHS</b>	<b>LEVEL 2 24 MONTHS</b>
<b><u>ADMINISTRATION</u></b>				
Personnel Clerk	Jan. 1/98/99	20.64	20.89	21.48
	Jan. 1/2000	21.04	21.29	21.88
	Jan. 1/2001	21.44	21.69	22.28
<b><u>ENGINEERING SERVICES</u></b>				
Planning Licensing Assistant	Jan. 1/98/99	17.45	17.67	18.12
	Jan. 1/2000	17.85	18.07	18.52
	Jan. 1/2001	18.25	18.47	18.92
Draftsperson/Survey Assistant	Jan. 1/98/99	19.79	19.95	20.28

	Jan. 1/2000	20.19	20.35	20.68
	Jan. 1/2001	20.59	20.75	21.08
* R.R.A.P. Coordinator	Jan. 1/98/99	20.11	20.37	20.84
	Jan. 1/2000	20.51	20.77	21.24
	Jan. 1/2001	20.91	21.17	21.64
Secretary Engineering	Jan. 1/98/99	20.64	20.89	21.48
	Jan. 1/2000	21.04	21.29	21.88
	Jan. 1/2001	21.44	21.69	22.28
Instrumentperson/Draftsperson	Jan. 1/98/99	20.64	20.89	21.48
	Jan. 1/2000	21.04	21.29	21.88
	Jan. 1/2001	21.44	21.69	22.28
Secretary Planning	Jan. 1/98/99	20.64	20.89	21.48
	Jan. 1/2000	21.04	21.29	21.88
	Jan. 1/2001	21.44	21.69	22.28
Head Surveyor	Jan. 1/98/99	21.41	21.64	22.32
	Jan. 1/2000	21.81	22.04	22.72
	Jan. 1/2001	22.21	22.44	23.12

**SCHEDULE "A"**  
**HOURLY RATES cont.**

	Date	Start	Level 1 12 Months	Level 2 24 Months
Building Inspection Assistant	July 1/98/99	21.45	21.66	22.32
	Jan. 1/2000	21.85	22.06	22.72
	Jan. 1/2001	22.25	22.46	23.12
Building Licensing Clerk	July 1/98/99	22.25	22.47	23.16
	Jan. 1/2000	22.65	22.87	23.56
	Jan. 1/2001	23.05	23.27	23.96
Poundkeeper/Bylaw Enforcement Officer (Assistant)	July 1/98/99	21.87	22.21	22.96
	Jan. 1/2000	22.27	22.61	23.36
	Jan. 1/2001	22.67	23.01	23.76
Poundkeeper/Bylaw Enforcement Officer	July 1/98/99	22.18	22.56	23.34
	Jan. 1/2000	22.58	22.96	23.74
	Jan. 1/2001	22.98	23.36	24.14
Technologist(Sanitary & Storm Sewer)	July 1/98/99	22.18	22.56	23.34
	Jan. 1/2000	22.58	22.96	23.74
	Jan. 1/2001	22.98	23.36	24.14
Technologist(Water Systems & Roads)	July 1/98/99	22.18	22.56	23.34
	Jan. 1/2000	22.58	22.96	23.74
	Jan. 1/2001	22.98	23.36	24.14
Planning Coordinator	July 1/98/99	23.68	24.06	24.84
	Jan. 1/2000	24.08	24.46	25.24

	Jan. 1/2001	24.48	24.86	25.64
* Assistant Building Inspector	July 1/98/99	23.34	24.52	25.69
	Jan. 1/2000	23.74	24.92	26.09
	Jan. 1/2001	24.14	25.32	26.49
Assistant Building/Plumbing Inspector	July 1/98/99	23.06	23.29	24.00
	Jan. 1/2000	23.46	23.69	24.40
	Jan. 1/2001	23.86	24.09	24.80
* Assistant Planner	July 1/98/99	23.34	24.52	25.69
	Jan. 1/2000	23.74	24.92	26.09
	Jan. 1/2001	24.14	25.32	26.49
Technical Manager	July 1/98/99	23.34	24.52	25.69
	Jan. 1/2000	23.74	24.92	26.09
	Jan. 1/2001	24.14	25.32	26.49

	DATE	START	LEVEL 1 12 Months	LEVEL 2 24 Months
<b><u>LEISURE SERVICES</u></b>				
Head Receptionist	July 1/98/99	21.48		
	Jan. 1/2000	21.88		
	Jan. 1/2001	22.28		
Accounting Clerk	July 1/98/99	20.24	20.39	20.64
	Jan. 1/2000	20.64	20.79	21.04
	Jan. 1/2001	21.04	21.19	21.44
Head Lifeguard	July 1/98/99	20.64	20.80	21.48
	Jan. 1/2000	21.04	21.20	21.88
	Jan. 1/2001	21.44	21.60	22.28
Secretary	July 1/98/99	20.11	20.37	20.84
	Jan. 1/2000	20.51	20.77	21.24
	Jan. 1/2001	20.91	21.17	21.64
Recreation Facilities Coordinator	July 1/98/99	20.74	21.01	21.48
	Jan. 1/2000	21.14	21.41	21.88
	Jan. 1/2001	21.54	21.81	22.28
Aquatic Program Coordinator	July 1/98/99	21.23	21.50	22.32
	Jan. 1/2000	21.63	21.90	22.72
	Jan. 1/2001	22.03	22.30	23.12
<b><u>R.C.M.P.</u></b>				
Data Entry Clerk	July 1/98/99	20.11	20.37	20.84

	Jan. 1/2000	20.51	20.77	21.24
	Jan. 1/2001	20.91	21.17	21.64
Dispatch Clerk	July 1/98/99	20.11	20.37	20.84
	Jan. 1/2000	20.51	20.77	21.24
	Jan. 1/2001	20.91	21.17	21.64
Detachment Clerk	July 1/98/99	20.43	20.68	21.27
	Jan. 1/2000	20.83	21.08	21.67
	Jan. 1/2001	21.23	21.48	22.07
<b>SCHED "A"</b>				
<b>HOURLY RATES cont.</b>				
	<b>Date</b>	<b>Start 12 Months</b>	<b>Level 1 24 Months</b>	<b>Level 2</b>
Secretary	July 1/98/99	20.43	20.68	21.27
	Jan. 1/2000	20.83	21.08	21.67
	Jan. 1/2001	21.23	21.48	22.07
<b><u>TREASURY</u></b>				
Cashier Clerk-Typist	July 1/98/99	20.24	20.39	20.64
	Jan. 1/2000	20.64	20.79	21.04
	Jan. 1/2001	21.04	21.19	21.44
* Accounting Clerk I	July 1/98/99	19.95	20.17	20.64
	Jan. 1/2000	20.35	20.57	21.04
	Jan. 1/2001	20.75	20.97	21.44
Secretary	July 1/98/99	20.43	20.68	21.27
	Jan. 1/2000	20.83	21.08	21.67
	Jan. 1/2001	21.23	21.48	22.07
Municipal Cashier	July 1/98/99	20.64	20.89	21.48
	Jan. 1/2000	21.04	21.29	21.88
	Jan. 1/2001	21.44	21.69	22.28
Purchasing Clerk	July 1/98/99	19.80		
	Jan. 1/2000	20.20		
	Jan. 1/2001	20.60		
Accounting Clerk II (Receivable)	July 1/98/99	21.67	22.03	22.79
	Jan. 1/2000	22.07	22.43	23.19
	Jan. 1/2001	22.47	22.83	23.59
Payroll Clerk	July 1/98/99	21.93	22.31	23.06
	Jan. 1/2000	22.33	22.71	23.46
	Jan. 1/2001	22.73	23.11	23.86
Accounting Clerk III (Computer)	July 1/98/99	22.18	22.56	23.34
	Jan. 1/2000	22.58	22.96	23.74
	Jan. 1/2001	22.98	23.36	24.14
Accounting Clerk III (Payable)	July 1/98/99	22.18	22.56	23.34
	Jan. 1/2000	22.58	22.96	23.74
	Jan. 1/2001	22.98	23.36	24.14
<b><u>MISCELLANEOUS</u></b>				
* Clerk Typist	July 1/98/99	19.41	19.56	19.81
	Jan. 1/2000	19.81	19.96	20.21



	Jan. 1/2001	20.21	20.36	20.61
<b>SCHED "A"</b>	<b>Date</b>	<b>Start</b>	<b>Level 1</b>	<b>Level 2</b>
<b>HOURLY RATES cont.</b>		<b>12 Months</b>	<b>24 Months</b>	
* Clerk Stenographer	July 1/98/99	19.60	19.76	20.11
	Jan. 1/2000	20.00	20.16	20.51
	Jan. 1/2001	20.40	20.56	20.91

\* Indicates a job description has not been done.

**SCHEDULE "B"**

**HOURLY RATES**

<b><u>LABOURER I</u></b>	Jan 1/98/99	Jan. 1/2000	Jan. 1/ 2001
- first 12 months - Civic Properties	18.79	19.19	19.59
<b><u>LABOURER II</u></b>			
- first 12 months	18.96	19.36	19.76
- Parks			
- Public Works			
- after 12 months	18.96	19.36	19.76
- Civic Properties			
- Parks			
- Public Works			
<b><u>LABOURER III</u></b>			
* (a) Cemetery Caretaker	19.80	20.20	20.60
(b) Swampers (Garbage or Heavy Equipment)			
(c) Small equipment			
(d) Those specifically appointed by a superintendent by reason of skill or experience			
<b><u>TRUCK DRIVERS</u></b>			
Truck Driver I - 1 ton & under	18.96	19.36	19.76
Truck Driver II - road roller, single axle	19.33	19.73	20.13
Truck Driver III -Tandem, Tar truck	19.80	20.20	20.60
Truck Driver IV - Bus	19.80	20.20	20.60
Truck Driver V - Sweeper	20.64	21.04	21.44
Truck Driver VI - Garbage	20.64	21.04	21.44
<b><u>EQUIPMENT OPERATORS</u></b>			
Equipment Op. I - less than 1 yd	19.55	19.95	20.35
Equipment Op. II - 1 yd to 2 yds	19.80	20.20	20.60
Equipment Op. III - over 2 yards	19.95	20.35	20.75
Equipment Op. IV - Grader	20.14	20.54	20.94

**SCHEDULE "B"**  
**HOURLY RATES cont.**

<b><u>MECHANICS</u></b>	Jan 1\98\99	Jan 1\2000	Jan 1\2001
Trades I	22.32	22.72	23.12

Trades II	23.99	24.39	24.79
Trades II Transit	23.99	24.39	24.79

**LEISURE SERVICES**

Janitor	19.00	19.40	19.80
Recreation Facilities Utilityworker I	19.80	20.20	20.60
Recreation Facilities Utilityworker II	20.64	21.04	21.44
Recreation Facilities Utilityworker III	21.48	21.88	22.28
Recreation Facilities Utility/Maintenance	22.32	22.72	23.12

**CIVIC PROPERTIES**

Janitor I (6 mos. maximum)	18.79	19.19	19.59
Janitor II	19.00	19.40	19.80
Maintenance Worker	20.64	21.04	21.44
Janitor III	20.70	21.10	21.50
Trades I (Carpenter)	22.32	22.72	23.12
Trades I (Painter)	22.32	22.72	23.12
Trades II (Carpenter/Maintenance)	23.99	24.39	24.79
Trades II (Painter/Maintenance)	23.99	24.39	24.79

**FOREMAN**

Parks	24.00	24.40	24.80
Public Works/Truck Driver III	24.00	24.40	24.80
Waterworks	24.00	24.40	24.80
Recreation Complex Maintenance	24.84	25.24	25.64
Mechanical	24.84	25.24	25.64
Civic Properties	25.68	26.08	26.48

**MISCELLANEOUS**

Sign Manufacturing Assistant	18.96	19.36	19.76
Waste Disposal Attendant	18.96	19.36	19.76
*Assistant Storekeeper/Timekeeper	19.25	19.65	20.05
	Jan 1\98\99	Jan 1\2000	Jan 1\2001
Swamper Tar Truck	19.55	19.95	20.35
Roads Maintainer	19.80	20.20	20.60
*Tradesman Assistant	19.75	20.15	20.55
Storekeeper/Timekeeper I	19.80	20.20	20.60
Sewer Maintainer I	19.80	20.20	20.60
Treatment Plant Operator I	20.64	21.04	21.44
Waterworks Maintenance Technician I	20.64	21.04	21.44
Waterworks Fitter	20.64	21.04	21.44

Sign Manufacturer	20.64	21.04	21.44
Wharfinger	20.64	21.04	21.44
Storekeeper/Timekeeper II	20.75	21.15	21.55
Sewer Maintainer II	21.48	21.88	22.28
Treatment Plant Operator II	21.48	21.88	22.28
Waterworks Maintenance Technician II	21.48	21.88	22.28
Incinerator Operator	22.32	22.72	23.12

**SUPERVISORY RATES**

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

Leadhands - 3 pay grades above highest rate supervised. Such rate shall include all bonuses for shift or tour duty, hours worked.

**DEFINITION OF "PAY GRADE"**

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

**SPECIAL RATES**

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

- (f) Sand blasting - 2 pay grades above normal rate.
- (g) When assigned to work directly with helicopter - 3 pay grades above normal rate.

**PROGRESSION THROUGH WAGE INCREMENTS  
FOR RECREATION FACILITIES UTILITYWORKERS**

Recreation Facilities Utilityworker I - 12 months

Recreation Facilities Utilityworker II- 12 months as Recreation Facilities Utilityworker I

Recreation Facilities Utilityworker II- 12 months as Recreation Facilities Utilityworker II

It is **AGREED** to introduce an oral and written examination based on work involved, to be conducted by an impartial examiner. This shall become part of the requirement before an employee can move from Recreation Facilities Utilityworker II to Recreation Facilities Utilityworker III.

\* Indicates a job description has not been done.

**SCHEDULE "D"**

**HOURLY RATES**

	Jan 1/98	July 1/99	Jan. 1/2000	Jan. 1/2001	
<b>CATEGORY</b>					
* Clerical Assistant	10.09	10.09	10.49	10.89	Disc Jockey
Attendant	10.09	10.09	10.49	10.89	Parking
Usher	10.09	10.09	10.49	10.89	
Doorperson	10.64	10.95	11.35	11.75	
Stagehand	10.64	10.95	11.35	11.75	
Pound Assistant	11.81	11.81	12.21	12.61	
Skate Patrol	11.19	11.81	12.21	12.61	
Recreation Program Leader	11.74	12.67	13.07	13.47	
Skate Shop Attendant	11.74	12.67	13.07	13.47	
Snack Bar Attendant I	11.74	12.67	13.07	13.47	
Facility Host	12.83	12.83	13.23	13.63	
Front of House Coordinator	12.83	12.83	13.23	13.63	
Theatre Technician I	13.04	13.53	13.93	14.33	
Senior Program Attendant	13.38	14.39	14.79	15.19	
Snack Bar Attendant II	13.92	15.25	15.65	16.05	

Recreation Instructor - Start - Level I	13.47	13.53	13.93	14.33
Weigh Scale Operator	13.53	13.53	13.93	14.33
* Special Secretary	13.89	13.89	14.29	14.69
Treasury Cashier Clerk	14.39	14.39	14.79	15.19
Treasury Office Clerk	14.39	14.39	14.79	15.19
Special Area Coordinator (Leisure Friend)	14.33	14.39	14.79	15.19
Graphic Artist	14.37	14.39	14.79	15.19

**SCHEDULE "D"**  
**HOURLY RATES cont.**

	Jan 1\98\99	July 1\99	Jan 1\2000	Jan 1\2001
Recreation Instructor – Advanced - Level II – Arts	14.37	14.39	14.79	15.19
Special Area Coordinator (Volunteer)	14.37	14.39	14.79	15.19
Recreation Instructor – Advanced - Level II – Sports	14.92	15.25	15.65	16.05
Recreation Instructor – Advanced - Level II – Fitness	15.47	16.11	16.51	16.91
* Incinerator Helper	15.21	15.21	15.61	16.01
Theatre Technician II	15.67	16.11	16.51	16.91
R.C.M.P. Guard/Matron	15.64	15.64	16.04	16.44
Receptionist I	17.73	19.80	20.20	20.60
* R.C.M.P. Dispatcher	16.00	16.00	16.40	16.80
Receptionist II	18.38	20.6421.04	21.44	
Fitness Programmer	18.28	19.80	20.20	20.60
Food Services Coordinator	18.76	20.6421.04	21.44	
Leisure Programmer	19.49	21.48	21.88	22.28
Administration Office Clerk	18.12	18.12	18.52	18.92
Engineering Services Office Clerk	18.12	18.12	18.52	18.92
Economic Development Secretary	19.80	19.80	20.20	20.60
Pound/Bylaw Assistant	18.96	18.96	19.36	19.76

\* Indicates a job description has not been done.

**SCHEDULE "E"**

**SPECIAL RATES - HOURLY RATES**

	Jan 1/98	July 1/99	Jan. 1/2000	Jan. 1/2001
<b><u>AQUATIC STAFF</u></b>				
Aquatic Staff I	14.92	15.25	15.65	16.05
Aquatic Staff II	15.79	16.11	16.51	16.91
Aquatic Staff III	16.12	16.12	16.52	16.92
* Aquatic Staff IV	17.09	17.09	17.49	17.89

**NOTE:-**

Aquatic staff doing major cleanup at night shall receive Labourer I rate of pay for hours so worked.

**PROGRESSION THROUGH  
INCREMENTS FOR AQUATIC STAFF**

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

\* Indicates a job description has not been done.

**SCHEDULE "F"**  
**SICK BENEFIT GUIDELINES**

1. The Union or the Sick Bank Committee may obtain the status of the sick bank upon request.
2. The Employer agrees to supply information to the Union or the Sick Bank Committee regarding the sick leave habits of any employee applying for time from the sick bank.
3. A request of less than five (5) days from the sick bank will not be considered, HOWEVER when a request for five (5) days or more is granted, the first five (5) days of sick time will also be donated by the sick bank.
4. When a person applies for days from the sick bank, the application must go before the Sick Bank Committee of the Union and the Employer.
5. A person must be employed by the Employer for a minimum of one (1) year before being eligible to apply for sick leave.
6. The sick leave record of the employee shall be taken into consideration when considering their request.
7. When the request comes from a member of the Union-Management Committee, then that person must disqualify themselves and the Union will elect a member in their place.
8. The following formula shall be used in computing a grant from the sick bank:-

$$\frac{\text{Actual days accumulated}}{\text{Total possible days accumulated}} \times 10 \times \frac{\text{number of completed years service}}{\text{allotment from the bank to a maximum}} \text{ EQUALS } \frac{\text{sick days}}{\text{of 150 days}}$$

Should the Sick Bank Committee receive an application from an employee who has no sick days forthcoming under the aforementioned formula, and should the Sick Bank Committee unanimously agree that such employee is deserving and has not abused their sick bank privileges, an exception may be made.

**MEMORANDUM OF AGREEMENT**

BETWEEN:-

THE CORPORATION OF THE  
DISTRICT OF POWELL RIVER



AND THE:-

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 798

ARTICLE 25.05 - BASE RATE FORMULA

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

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

Dated this            day of            , 19    in the District of Powell River, in the Province of British Columbia.

FOR THE UNION

FOR THE CORPORATION

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**LETTER OF UNDERSTANDING OF UNDERSTANDING**

BETWEEN:-

THE CORPORATION OF THE  
DISTRICT OF POWELL RIVER

AND THE:-

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL NO. 798

SECTION 16.01 - JOB POSTINGS

It is agreed that to improve efficiency and effectiveness of the operation, that the following interpretation of Section 16.01 Job Postings, will apply only for the purpose of making temporary promotions to higher rated positions of the same position class series.

In the event of temporary vacancies for periods of less than thirty (30) days, it is understood that the senior qualified employee in a lower level of that same position class of series will fill the temporary vacancy and be paid at the higher rate of pay.

Signed this        day of                    19    in the District of Powell River in the Province of British Columbia.

FOR THE UNION

FOR THE CORPORATION

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**LETTER OF UNDERSTANDING**

BETWEEN:-

THE CORPORATION OF THE  
DISTRICT OF POWELL RIVER

AND THE:-

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL NO. 798

**Accounting Clerk II and III**

The parties hereto agree that further to the Memorandum of Agreement dated February 27th 1989 concerning the increase of rates for Accounting Clerk II (Receivable), Accounting Clerk III (Computer), Payroll Clerk, and Accounting Clerk III (Payable), that other than the present incumbents classified to these positions, all future employees must have the following required qualifications before being eligible for these positions:-

Accounting Clerk II (Receivable) and Payroll Clerk

- completion of two levels of a recognized accounting programme or equivalent. (Current employees having successfully completed one level, or equivalent of a recognized accounting programme who are enrolled in courses at the second level, will be considered for these positions).

Accounting Clerk III (Computer) and  
Accounting Clerk III (Payable)

- completion of three levels of a recognized accounting programme or equivalent. (Current employees having successfully completed two levels, or equivalent, of a recognized accounting programme who are enrolled in courses at the third level, will be considered for these positions).

Dated this \_\_\_\_ day of \_\_\_\_\_ 19\_\_ in the District of Powell River, B. C.

FOR THE UNION

FOR THE CORPORATION

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## MEMORANDUM OF AGREEMENT

BETWEEN:

THE CORPORATION OF THE  
DISTRICT OF POWELL RIVER  
("District")

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 798  
("Union")

PURCHASING CLERK (PART-TIME)

The parties hereby agree to the following terms and conditions concerning the Purchasing Clerk (Part-time) position:

- a) Posting of the position will be waived by the Union to accommodate the transfer of Gordon Graham to the position effective August 1, 1997.
- b) This position is created to accommodate Gordon Graham. Once Gordon Graham vacates this position, the position will evaporate.

For the duration of the employment of Gordon Graham in the position of Purchasing Clerk, he shall be deemed a full-time employee for purposes of the Collective Agreement and entitled to all full-time provisions with the exception of the following amendments:-

**Article 18.01 – Hours of Work:**

Schedule "A" Employee with working hours to be twenty-one (21) hours per week between the hours of 8:30 a.m. and 4:30 p.m., Monday to Friday;

**Article 19 – Overtime:**

Daily overtime will be governed by Article 1.02(c)

**Article 22.02 – Vacation Entitlement:**

Annual vacation entitlement will be based on a 21 hour week (3/5 of 35 hours per week);

**Article 22.06 – Supplementary Vacation:**

Supplementary vacation shall be based on a 21 hour week (3/5 of 35 hours per week);

**Article 23.02 – Sick Leave Payout:**

Death in service – maximum shall be 756 hours (3/5 of 1260 hours);

Voluntary Termination – maximum shall be 378 hours (3/5 of 630 hours);

Retirement – maximum shall be 756 hours (3/5 of 1260 hours);

**Rate of Pay:**

Established by the Joint Job Evaluation Committee at a rate of \$19.80 and as amended from time to time by agreement;

**Accumulated Vacation & Supplementary Vacation:**

Prior to 1997 agree to pay out at \$23.06 per hour:

5 weeks banked 1989 vacation

3 weeks supplementary vacation (July 1, 1992 – July 1, 1997)

6 weeks supplementary vacation (July 1, 1992 – July 1, 2002)

3.5 weeks annual vacation at 35 hours per week

10 hours holiday bonus (1997)

**Remainder of 1997 Vacation:**

In 1998 and future years to be prorated as a 3/5 employee;

**Vacation Bonus:**

In 1998 and future years to be prorated as a 3/5 employee;

**Sick Bank:**

Entitlement shall be prorated as a 3/5 employee.

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

Dated this 28<sup>th</sup> day of July, 1997 in the District of Powell River, in the Province of British Columbia.

For the "Union"

For the "District"

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## MEMORANDUM OF AGREEMENT

BETWEEN:

THE CORPORATION OF THE  
DISTRICT OF POWELL RIVER  
("District")

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 798  
("Union")

### VOLUNTEER COMMUNITY PROJECTS ON MUNICIPAL PROPERTIES

The parties hereby agree that all volunteer projects will undergo both a Corporation and a Union endorsement process. No project will proceed without the written endorsement of both parties. A committee shall be established to discuss concerns which may prevent endorsement.

Signed this 16<sup>th</sup> day of September 1998 in the District of Powell River in the Province of British Columbia.

FOR THE UNION

FOR THE CORPORATION

\_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Municipal Clerk

j:opeiu491  
September 24<sup>th</sup>, 1998  
District CA