



C.U.P.E. Local 2698

March 13, 1984

DISTRICT OF SPARWOOD
MUNICIPAL EMPLOYEES

To Whom it may concern:

At these times of government restraint and labour unrest, all parties have many concerns such as : Education cutbacks, Layoffs, Human Rights, Etc. At this point in time the Municipal workers and Municipal government have a good working and social relationship. We would like to thank Mayor Miller for the opportunity to submit a brief for the Time Vault and to thank Council and Staff:

Mayor Toto Miller

Alderpersons: Lola Chapman
Lucy Ackles
Harold Jangula
Terry Kushniruk
Simon Senycz
Luigi Amerio

We would also like to thank:

Clerk Administrator, Loretta Montemurro
Deputy Clerk, Brian Erickson
Public Works Superintendent, Bert Eckel
Fire Chief, Donald Wilson
Recreation Director, Gary Walker
Aquatic Director, Gary Tamblyn

We hope that this relationship will continue and both parties will strive for this in the future.

Thank you.

On behalf of Local 2698

Ron Saad
President

RS:lm



2698
Local • No.

Ron Saad
President • Président

Lynn Mercereau
Recording Secretary • Secrétaire Archiviste

DISTRICT OF SPARWOOD
CUPE LOCAL 2698 UNION EMPLOYEES

HALKO, John

John Halko

MYLES, Terry

Terry Myles

SAAD, Ronald

Ron Saad

HARRISON, William

William Harrison

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R Allen

RYBACHUK, Doug

Doug Rybachuk

ALLEN, Duane

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EGGESON, Ron

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NOWOTNY, Susan

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JOSAY, Maureen

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MERCEREAU, Lynn

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PEEBLES, Blair

Blair Peebles

THIES, Rory

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SALAHUB, Heather

Heather Salahub

POLACIK, Gordon

Gordon Polacik

HUTCHINSON, Neal

Neal Hutchinson



DISTRICT OF SPARWOOD
CUPE LOCAL 2698 UNION EMPLOYEES

LEISURE CENTRE EMPLOYEES

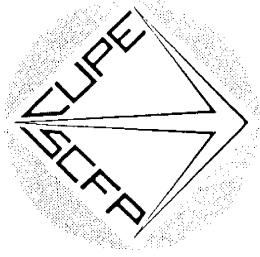
LIFEGUARDS

FORRESTER, Patti-Jay	<u>Patti-Jay Forrester</u>
HALASZ-NAULT, Gabriella	<u>Gabriella Halasz-Nault</u>
BROWNIE, Brian	<u>B. Brownie</u>
CAWLEY, Carol D.	<u>Carol D. Cawley</u>
DELANEY, Kathleen	<u>Kathleen Delaney</u>
DEVINE, Peter	<u>Peter Devine</u>
GIRODAY, Lesley	<u>Lesley Giroday</u>
HOPKINS, Charlotte	<u>Charlotte Hopkins</u>
LAFITTE, Michael	<u>Michael Lafitte</u>
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RANSOME, Jody	<u>J. Ransome</u>
STEWART, LaTrisha	<u>LaTrisha Stewart</u>
THOMPSON, Patrice	<u>Patrice Thompson</u>
VINGE, Regina	<u>Regina Vinge</u>
WILKINSON, Shawna Lynn	<u>Shawna Wilkinson</u>

CASHIERS

CYTKO, Barbara	<u>Barbara Cytko</u>
MOSER, MaryAnne	<u>MaryAnne Moser</u>
WALMSLEY, Vanessa	<u>Vanessa Walmsley</u>

FILES.



Canadian Union of Public Employees - Syndicat Canadien de la Fonction Publique

- LIST OF OFFICERS - LISTE DES OFFICIERS -

NOTE: Please type or print in block letters and return the top copy to the National Office; the second copy to the Regional Office; the third copy to your Representative, and retain the fourth copy for your files.

NOTE: S'il-vous-plait dactylographier ou écrire en lettres moulées et retourner la première copie au bureau national; la deuxième copie au bureau régional; la troisième copie à votre représentant, et garder la quatrième copie pour vos dossiers.

Local No 2698 Location Endroit SPARWOOD, B.C. Year 1989 Année

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Vice-President: BLAIR PEEBLES Phone No.: 11
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Adresse:

Secretary-Treasurer: DUANE ALLEN Phone No.: 11
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Adresse:

Recording Secretary: LYNN MERCEREAU Phone No.: 425-0552
Secrétaire-archiviste: No de tél.:
Address:
Adresse:

Executive Board Members:

Membres du conseil exécutif:

Table with 3 columns: Name/Nom, Phone No./No de tél., Address/Adresse. Rows include Ron Saad, Blair Peebles, Duane Allen.

COLLECTIVE AGREEMENT

BETWEEN

THE DISTRICT OF SPARWOOD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3004

1982 - 1984

District of Sparwood
1982 - 1984

DISTRICT OF SPARWOOD

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1.04 Copies of all resolutions and by-laws adopted by the District which affect the members of the Union are to be:

- (i) forwarded to the Union;
- (ii) posted on all bulletin boards

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

1.06 In the event any other employees of the District engage in a legal strike and place or maintain pickets at the District's premises, then any refusal to work or failure to cross such picket line by the members of this Union shall not be considered a violation of this Agreement.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 The District reserves the right to operate and manage its business and to make and alter from time-to-time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Nothing in this Agreement shall be interpreted as interfering in any way with the District's rights to extend, limit, curtail, or shut down its operations or any part thereof when, in its sole discretion, the District may consider it advisable to do so. The District shall have the right to retire any employee at age 65, in accordance with provisions of the Municipal Superannuation Act.

ARTICLE 3 UNION SECURITY AND CHECK-OFF

3.01 Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment; and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his employment, apply for and maintain his membership in the Union as a condition of his employment.

3.02 The District agrees to deduct from the pay of each member of the Union employed by the District any monthly dues or assessments levied, as set by the Union from time-to-time.

3.03 Deductions shall be made from the payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the first day of the month following accompanied by a list of all employees from whose wages the deductions have been made.

ARTICLE 4 UNION TIME OFF

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

4.02 Leave of absence without pay and without loss of seniority shall be granted upon request to the District to employees elected or appointed to represent the Union at Union Conventions. Such time shall not exceed a total of fifteen (15) man-days in any one year.

4.03 Any employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, or who is elected to public office, other than District offices, shall be granted leave of absence without pay and without loss of seniority by the District for a period of one year. Such leave of absence shall be renewed each year during his term of office. A bargaining representative in the employ of the District shall have the privilege of attending collective bargaining meetings, if held during regular working hours, without loss of remuneration.

ARTICLE 5 HOURS OF WORK

5.01 Outside- Standard work week shall consist of five (5) consecutive days, Monday to Friday, commencing between the hours of 7:00 a.m. and 8:00 a.m. to 3:30 p.m. or 4:30 p.m. (whichever is applicable) with one-half ($\frac{1}{2}$) hour paid lunch period.

Clerical- Standard work week shall oncsist of five (5) consecutive days, Monday to Friday from 8:30 a.m. to 4:30 p.m. with onehald ($\frac{1}{2}$) hour paid lunch period.

Recreation Center- Standard work week shall consist of
Clerical five (5) consecutive days, Monday to Friday from 9:00 a.m. to 5:00 p.m. with one half hour paid lunch period.

- 5.02 The regular working week, together with the hours of work per day, may be varied upon mutual agreement between the District and the Union.
- 5.03 The standard work shift for an employee who works on rotation shift basis shall consist of eight (8) hours of work at the working place as hereinafter designated:
- Day Shift - Commencing 7:00 a.m. to 8:00 a.m.
- Afternoon Shift - Commencing 3:00 p.m. to 4:00 p.m.
- Night Shift - Commencing 11:00p.m. to 12:00 midnight.
- There shall be for each employee on rotation shift basis, a one-half ($\frac{1}{2}$) hour paid lunch period during the fourth and fifth hour of the shift.
- 5.04 The District shall have the right to institute a shift schedule inclusive of Saturdays and Sundays, provided that such shifts are regularly scheduled and mutually agreed upon and set for a period of two (2) consecutive work weeks worked, or over; and further, that employees working such scheduled shifts shall receive two (2) consecutive days of rest in each work week. The provisions of Article 7 shall not apply in respect to such shifts provided that any employee working his scheduled days of rest shall receive overtime as set out in Article 7 of this Agreement.
- 5.05 For continuous and/or operations, schedules established by the District shall designate over the period covered by such schedules, days of rest equivalent to two (2) in each seven (7) days. In such schedules not more than five (5) consecutive days shall be days for which straight time is payable.
- 5.06 In the event of an employee starting work in any day and being sent home before commencing to work, he shall be paid for two (2) hours at regular rates.
- 5.07 All employees shall be permitted a ten (10) minute rest period both in the first half and the second half of a shift, on the job.

ARTICLE 6 WAGES

- 6.01 The District shall pay salaries and wages twice a month, the date to be arranged by mutual agreement. On each payday, each employee shall be provided with an itemized statement of his wages and deductions.
- 6.02 Employees shall receive on the last office day preceding commencement of their annual vacation, any pay cheques which may fall due during the period of their vacation.
- 6.03 If an employee substitutes on any job during the absence of another employee or performs duties of a higher classification, he shall receive the rate for the job or his regular rate, whichever is the greater. Upon return to his former position, he shall be paid the normal rate of this position. When an employee is temporarily assigned to a position paying a lower rate, his rate shall not be reduced until after he has worked in this temporary position for thirty (30) consecutive days.
- 6.04 When there is any change in any classification, or the duties of a classification, and/or rate of pay, or when any position not covered by Schedule "A" is established during the life of this Agreement, the classification and/or rate of pay of the job in question shall be subject to negotiations between the District and the Union. The new rate shall become retroactive to the time the position was filled by the employee.
- 6.05 Employees working afternoon shift shall be paid a shift premium of fifty (50) cents per hour over and above their regular rates of pay and employees working night shift shall be paid a shift premium of sixty (60¢) cents per hour over and above their regular rates of pay.
- 6.06 Shift differentials will not be paid for the hours the employees work on overtime rates or on statutory holidays.

6.07 Effective 1982 a premium of seventy cents (70¢) per hour shall be paid for all work performed by an employee on his regularly assigned shifts on Sunday. A premium of thirty cents (30¢) per hour shall be paid for all work performed by an employee on his regularly assigned shifts on Saturday.

Effective 1983 a premium of eightycents (80¢) per hour shall be paid for all work performed by an employee on his regularly assigned shift on Sunday. A premium of thirty (30¢) cents per hour shall be paid for all work performed by an employee on his regularly assigned shifts on Saturday. The premium shall not be paid for hours worked at overtime.

6.08 Effective 1982 any employee required in the course of his work to come into direct contact with road oil, hot asphalt or sewer work shall receive an additional thirty-five cents (35¢) per hour also while repairing water leaks. The employee shall be entitled to an increase in pay of thirty-five (35¢) per hour while actually so employed.

Effective 1983 any employee required in the course of his work to come into direct contact with road oil, hot asphalt or sewer work shall receive an additional forty-five (45¢) per hour also while repairing water leaks. The employee shall be entitled to an increase in pay of forty-five (45¢) per hour while actually so employed.

6.09 Where an employee is required to work under Clause 6.08 hereof, he shall be notified by his Foreman or Department Head on the day pervious to the commencement of such work.

ARTICLE 7 OVERTIME

7.01 Subject to Article 5 of this Agreement one and one-half (1½) times the regular rate will be paid for work performed as follows:

Outside: For the first three (3) hours in excess of eight (8) hours per day and to an accumulation of eight (8) hours per week Monday to Friday.

Clerical: For the first three (3) hours in excess of seven (7) hours per day and to an accumulation of eight (8) hours per week, Monday to Friday.

All hours in excess of the above provision and any hours worked on Saturday or Sunday or an employee's regular days off and all hours worked on any call-out and all hours worked on Statutory Holidays shall be paid at double (2X) the regular rate of pay.

- 7.02 Employees required to work more than six and one-half (6½) consecutive hours in any day shall be permitted a meal at the District's expense not to exceed \$7.00 per meal.
- 7.03 Every employee not on stand-by who is called out and required to work in an emergency outside his regular working hours shall be paid a minimum of two (2) hours at overtime rates.
- 7.04 Overtime and call-back time shall be divided equally among the employees engaged in similar types of operations and who are qualified to perform the work that is available. The District and the Union agree any overtime is voluntary provided the District can require an employee to work overtime in the inverse order of seniority if the employees refuse to work in the case of an emergency.
- 7.05 There shall be no extended amount of overtime worked in any operation while there are employees on lay-off in the same or similar type of operation, and qualified to perform the available work.

ARTICLE 8 STATUTORY HOLIDAYS

- 8.01 The following holidays will be observed:

New Year's Day	First Monday in August
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
	Boxing Day

When any of the above holidays fall on a Saturday and/or Sunday and is not proclaimed as being observed on some other day, the preceding Friday and/or following Monday shall be deemed to be the holiday for the purpose of this Agreement, provided however, that the District has the final right to allotment of days in order to ensure orderly operations of the District.

- (a) One floating holiday

Floating holiday shall be taken at a time which is acceptable to both the District and the employee and the date shall be confirmed in writing fourteen (14) days before its occurrence. However, the number of employees granted a floating holiday at any one time will, at the discretion of the District, be limited to ensure a productive and orderly operation of the Municipality.

Such holidays must be taken prior to the expiration of the terms of this collective agreement.

8.02 An employee shall be entitled to statutory holiday pay for any of the above named holidays not worked, provided he meets all of the following eligibility requirements:

(a) He has been in the employ of the District at least thirty (30) days and has earned wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.

(b) He shall have worked all of his last scheduled shift prior to and all of his next scheduled shift following such holiday, unless an absence from one or both of such shifts is because of sickness or accident of the employee (medical certification required).

8.03 Holiday pay for a holiday not worked shall be computed by multiplying by eight (8) or seven (7) hours, whichever is applicable, by the standard hourly wage rate of the employee's regular classification.

8.04 No holiday pay shall be paid to any employee for any holiday which occurs during a period of lay-off or leave of absence, or which occurs following the effective date of termination of employment.

8.05 An employee will not be penalized, with respect to holiday pay, for absences incurred on afternoon shift Christmas Eve and New Year's Eve.

ARTICLE 9 ANNUAL VACATIONS

9.01 After one (1) year of service every employee shall be granted two (2) weeks' vacation with pay. After two (2) years of service, employees shall be granted three (3) weeks' vacation with pay. After four (4) years of service, employees shall be granted four (4) weeks' vacation with pay. After eleven (11) years of service, an employee shall be granted five (5) weeks' vacation with pay. After twenty-one (21) years of service an employee shall be granted six (6) weeks' vacation with pay.

- 9.02 An employee leaving the service at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. When an employee dies, his estate shall be credited with the value of vacation credits owing to him.
- 9.03 Any permanent employee not having a year of service prior to the commencement of the vacation period shall be allowed vacation at the rate of one (1) working day for each completed month of service up to a maximum of ten (10) days vacation.
- 9.04 If a holiday falls within an employees authorized vacation he shall receive eight (8) hours or seven (7) hours pay, whichever is applicable, in addition to his regular vacation pay provided he is eligible under the provisions of Article 8.
- 9.05 All employees shall be granted the vacation period at such time as may be mutually agreed upon by the District and the employee. Preference in choice of vacation dates shall be determined by seniority of service. However, requests for vacations are to be deposited with the Works Superintendent or the Municipal Clerk (whichever is applicable) prior to March 31st of each year. Employees shall give two choices. Employees not having their request in by March 31st shall be scheduled by the District.
- 9.06 Where an employee is hospitalized (certified by a Medical Practitioner) hereafter: if funeral attended, or any other approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date by mutual agreement.
- ARTICLE 10 EMPLOYEE BENEFITS
- 10.01 The provisions of the Municipal Superannuation Act and the Canada Pension Plan shall apply as provided by law.

- 10.02 The District shall pay one hundred (100%) percent of the premiums of the recognized Medical Plan, including the M S A Extended Health Benefit Plan, Dental Plan, for all present employees. In the case of absence for illness, the District contribution will be paid for a maximum of one (1) year from commencement of illness. Thereafter, and for the full period of any other authorized absence, the employee may pay for the full premium through the District if he so desires.
- 10.03 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, or because of an accident for which compensation is not payable under the Worker's Compensation Act.
An employee will attempt to give the employer one hour notice prior to the commencement of his shift should he not be able to attend due to illness.
- 10.04 Sick leave shall be granted to employees on the basis of one (1) day for every month of service up to a maximum of one hundred forty (140) days. An employee on retirement shall be entitled to receive in cash fifty (50%) percent of the accumulated sick leave (maximum one hundred forty (140) days provided, however, that such employee has completed two (2) years employment with the Municipality. An employee dying while in the employ of the Municipality having completed two (2) years employment shall have fifty (50%) percent of his accumulated sick leave paid into his estate.
- Effective January 1, 1984, the employer agrees to implement a mutually agreeable long term disability plan. The Employer shall pay 50% of the premiums with the employees paying 50%.
- 10.05 When an employee gives notification pursuant to this Article, that he or she will be absent from work due to illness, the person so notified shall inform such employee there and then whether or not a Medical Certificate will be required upon return to work.

- 10.06 When an employee is given leave of absence, without pay for reason, or is laid off on account of lack of work and returns to the service of the District upon expiration of such leave of absence, etc., he shall not receive sick leave credit for the period of such absence, but shall retain his cumulative credit, if any, existing at the time of such leave or lay off.
- 10.07 Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay, or who is unable to return to work by reason of illness at the termination of the period for which sick leave with pay is granted, for a length of time to be agreed upon by the two (2) parties.
- 10.08 A record of all unused sick leave will be kept by the District. Any employee is to be advised upon application of the amount of sick leave accrued to his credit.
- 10.09 All Employees shall be covered by the provisions of the Unemployment Insurance Act, and the District agrees that no further certificates exempting employees from coverage under the Act shall be issued.
- 10.10 The District shall contribute one hundred percent (100%) of the actual cost of the premiums on behalf of each employee covered by the provisions of this Agreement, of a Group Life Insurance Plan to be mutually chosen by the District and the Union.
- Effective January 1, 1983 - The District shall contribute one-hundred percent (100%) of the actual cost of the premiums on behalf of each employee covered by the provisions of this Agreement, of a Group Life Insurance Plan which will provide the Employee with insurance equal to two time(2X) his annual salary.
- 10.11 Proper accommodations, including washrooms, shall be provided for employees to have their meals and keep their clothes.
- 10.12 An employee shall be granted three (3) regularly scheduled work days leave without loss of salary or wages in the case of the death of a parent, wife, husband, brother, sister, child, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandchildren.

- 10.13 Leave of absence without pay and without loss of seniority to any employee will not be unreasonably withheld by the District. However, it must be recognized that for operating reasons, the decision with reference to the granting of such leave of absence must be approved by the Superintendent.
- 10.14 Employees granted leaves of absence in excess of one (1) month will be responsible for the full payment of benefit premiums resulting pursuant to Article 10 of this Agreement.
- 10.15 Employees who voluntarily assume employment elsewhere during an approved leave of absence period shall be discharged by the District and shall not have recourse to the grievance procedure.
- 10.16 The District agrees to pay the full cost of any course of instruction required by the District for any employee to better qualify the employee to perform his job. Such payment shall be made upon the successful completion of the course. The District shall use its own discretion as to whether or not the instruction is required.
- 10.17 The District shall provide fire insurance covering the tools owned by employees and used in performance of their duties with the District while such tools are located on property of the District.
- 10.18 In the event an employee is called to serve jury duty, the employee shall receive full pay at his base rate earnings, and shall turn over to the District pay received for said Jury Duty.
- 10.19 After six months of continuous service, each employee shall receive ten dollars and forty-two cents (10.42) per month clothing allowance or at the employee's option, \$125.00 per year.
- 10.20 Any employee who has completed a minimum of five (5) years of continuous service shall be entitled to severance pay equal to one (1) days regular wages for each year of continuous service upon termination other than dismissal for cause, retirement, or death.

ARTICLE 11 SENIORITY

- 11.01 Seniority shall operate on a District-wide basis. The District shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- 11.02 Newly hired employees shall be considered on a trial basis for a period of sixty (60) calendar days from the date of hiring. During his trial period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during this period of sixty (60) days without recourse to the grievance procedure. After completion of the trial period, seniority shall be effective from the original date of employment.
- 11.03 Continuous or broken service shall be lost by:
- (1) Discharge
 - (2) Resignation or other termination of service by voluntary act of the employee.
 - (3) Failure to report to work within seven (7) days after written notice to return to work after a registered letter with return receipt requested.
 - (4) Absence extending beyond the period of a leave of absence given by the District.
- 11.04 In the event of a lay-off or re-hiring, seniority shall be the determining factor providing the employee concerned possesses the ability to perform the work; the District shall determine the ability in a fair and equitable manner but the Union reserves the right to grieve the District decision.
- 11.05 The District shall notify the employees who are to be laid-off, in writing two (2) days before the lay-off is to be effective, if it is contemplated that the lay-off is to be more than fourteen (14) days. Salaried employees are to be given one (1) month's notice of lay-off before lay-off is to be effective.

- 11.06 The District agrees to continue to pay the District's share of the cost of the approved medical and group life insurance plans for laid-off employees for a period of three (3) months, providing the employee pays his share. In the event of a long lay-off, employees so affected will be given the right to continue their coverage through direct payments, as provided by the medical plan currently in effect. The District shall not be required to make any such payments where an employee is elsewhere employed during any such periods of lay-off.
- 11.07 An employee shall lose his seniority if, after a lay-off, he fails to return to work within ten (10) calendar days, after being notified by double registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the District informed of his current address. In no case shall the District be obliged to re-employ any former employee who has been laid-off for a period of twelve (12) calendar months or longer.
- 11.08 Prior to filling any staff changes or promotions covered by the terms of this Agreement, the District shall notify the Union in writing and post notice of the position in the District's official shops, and on all bulletin boards for a minimum of five (5) working days in order that all members will know about the position and be able to make written application therefore. Such notice shall contain the following information: nature of position; skills and ability; required knowledge and education; and wage and/or salary range. No appointment shall be given to any additional employee until after such posting has been completed.
- 11.09 In making promotions which do not involve significant changes in duties, appointment shall be made of the applicant senior in service and having the required qualifications. In making promotions involving significant change in type of duties, or significant increase in responsibility, fitness, ability, and qualifications are primary, but in cases in which these are equal, seniority shall be the determining factor. In these cases, selection shall not be made without consideration of the evaluations of fitness and ability by at least two (2) supervisors. The successful applicant shall be placed on trial for a period of

sixty (60) calendar days. In the event the successful applicant proves unsatisfactory in the position during this trial period, he shall be returned to his former position during this trial period, and any other employee promoted or transferred because of the rearrangements of positions shall also be returned to his former position without loss of seniority or rate of pay in that former position.

- 11.10 The Union shall be notified of all appointments, hirings lay-offs, re-hiring, and termination of employment.
- 11.11 Any employee covered by this Agreement who has given good and faithful service to the District, and who, through advancing years or temporary disablement is unable to perform his regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which he is assigned.
- 11.12 The District will inaugurate and maintain a system of "on the job" training so that employees shall have the opportunity of receiving training and qualifying for promotion, in the event of a vacancy arising, to the position next senior to his own. Accordingly, senior employees shall be allowed regular opportunities, duly authorized, to learn the work of such positions during the regular working hours, by arranging with interested employees to exchange positions for temporary periods without affecting the rate of pay of the regular employees engaged in such work. Employees duly authorized to train for such jobs shall receive the rate of pay of the position for which they are training, provided that such employees are performing the job in the absence of the regular employee. Such training periods shall not exceed a period of thirty (30) training days for any one position.
- 11.13 Where an employee is promoted to a new position as a result of the job training programme as set out in Section 11.12 of this Agreement, his seniority in the new position, for the purpose of lay-offs, and re-hiring, shall date from the day he assumed the new position. Such employees, however, shall retain all previous seniority with the District, accumulated in any other department, for all purposes of this Agreement.

11.14 Where an employee is temporarily assigned to perform the duties of a higher classification, such employee shall retain his normal classification, even though receiving higher pay during the time he is performing functions in the higher classifications. The employee shall receive a minimum of four (4) hours at the higher rate and should he work more than four (4) hours he shall receive the higher rate for his full shift.

ARTICLE 12 SAFETY

12.01 The Union and the District shall cooperate in continuing and perfecting the safety measures now in effect.

12.02 A Safety Committee shall be established and composed of two (2) representatives appointed by the District and two (2) representatives of the Union. The Safety Committee shall hold meetings as requested by the District or by the Union, and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Safety Committee meetings shall be kept and copies of such minutes shall be sent to the District and to the Union, and to the Worker's Compensation Board, and posted on all bulletin boards.

12.03 All employees working in any dangerous capacity shall be supplied with all necessary safety tools, safety equipment, and protective clothing when needed. A first-aid kit shall be supplied by the District and to each mobile unit of employees.

12.04 The Safety Committee shall assure that all Worker's Compensation Board rules and regulations are understood and applied as pertinent.

12.05 All Safety Committee recommendations shall be satisfactorily dealt with on a first priority basis.

ARTICLE 13 GRIEVANCE PROCEDURE

13.01 Stage 1: Should a difference arise between the District and any employee(s) or the Union regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, or should any

Grievance Procedure Stage 1 ContD

dispute arise, the Steward shall endeavour by personal application to the Superintendent, (or Municipal Clerk should there be no Superintendent), to settle the matter. If a satisfactory solution to the difference is not achieved in this manner, or in the event that the dispute is not settled at this stage, it shall be forwarded to Stage 2.

Stage 2: Failing agreement being reached in Stage 1, application shall be made to the District in writing, stating the grievance concerned and requesting a meeting with the Works Committee of the District Council. Such meeting shall be held not later than five (5) days after the request has been made.

Stage 3: Failing a satisfactory settlement being reached in Stage 2, the Union may, on giving five (5) days notice in writing to the District Clerk of its intention, refer the dispute to arbitration.

- 13.02 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Stage 1 of this Article may be by-passed.
- 13.03 Replies to grievances shall be in writing at all stages and grievances settled satisfactorily within the time allowed shall date from the time the grievance was filed. The District shall supply an adequate meeting room for grievance meetings.
- 13.04 Whenever a matter falls within the area of arbitration, the matter will be handled within the provisions of the Arbitration Act and the Labour Code of B. C., as applicable and in accordance with the procedure hereinafter set forth.
- 13.05 When either party requests that a grievance be submitted to arbitration the request shall be made in writing, addressed to the other party to the Agreement. Within five (5) days thereafter, each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairman within five (5) days, the appointment shall be made by the Minister of Labour upon request of either party.

- 13.06 The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. The Board shall commence its proceedings within forty-eight hours after the Chairman is appointed. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairman is appointed. The decision of the majority shall be the decision of the Board.
- 13.07 The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify, or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.
- 13.08 Each party shall pay:
- (i) the fees and expenses of the arbitrator it appoints;
 - (ii) one-half ($\frac{1}{2}$) the fees and expenses of the Chairman.
- 13.09 The time limits fixed both in the Grievance and Arbitration procedures may be extended by consent of the parties to this Agreement.
- 13.10 At any stage of the Grievance or Arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses, and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the District's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 13.11 Whenever the Supervisor deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his work up to a required standard by a given date, the Supervisor shall, within five (5) days thereafter give written particulars of such censure to the Secretary of the Union, with copies to the Shop Steward and to the employee.

- 13.12 A regular employee may be dismissed only for just cause and only upon authority of the District. The Department Head may suspend an employee, but shall immediately report such action to the District. When an employee is discharged or suspended, he shall be given the reason in the presence of his Steward. Such employee and the Union shall be advised promptly in writing by the District of the reason for such dismissal or suspension. Just cause shall not include the refusal of an employee to cross the picket line of a legal strike, or refusal to deal with any business establishment involved in a legal strike.
- 13.13 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 13, Grievance Procedure. Stage 1 of the Grievance Procedure shall be omitted in such cases.
- 13.14 Should it be found, upon investigation, that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.
- 13.15 If an employee should absent himself from work for any reason, he is required to notify either the Works Superintendent, Recreation Director or Municipal Clerk, whichever is his immediate Supervisor within the first hour of his shift.

Where an employee absents himself from work without permission to the extent of two (2) single and/or consecutive days in any one (1) month, he may be discharged.

ARTICLE 14 TECHNOLOGICAL CHANGE

14.01 Union Notification of Changes

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

14.02 Severance Pay

- (a) No regular employee shall be dismissed because of technological change except upon one (1) weeks notice, pay included, for each year of service, with a maximum of four (4) weeks, during which time he will be allowed up to five (5) hours per week with pay for the purpose of job interviews. Not less than two (2) days prior to the expiration of the aforesaid period of notice the employee shall inform the employer if he elects to receive severance pay as herein provided or whether he wishes to be laid off in accordance with Article 14 of this Agreement.
- (b) If the employee elects to receive severance pay he shall lose seniority in accordance with Article 14 of this Agreement and even if rehired by the Employer at a later date shall not again be entitled to severance pay as provided in this Article.
- (c) The severance pay payable (in addition to the Agreement provisions) to an employee pursuant to this Article shall be one (1) month's pay at regular rates for each three (3) full years of service completed by the employee, PROVIDED HOWEVER, that the severance pay shall not be less than one (1) month's pay or more than three (3) month's pay.

ARTICLE 15 CONTRACTING OUT

15.01 The Corporation has the right, subject to the other provisions of this Agreement, to decide how and by whom any work is to be performed. However, in the exercise of this right the Corporation will not contract work out that results directly in the lay-off of any employee from the bargaining unit.

The Corporation further agrees that, if it has available regular qualified employees and possesses and has available in the the equipment and services necessary to accomplish the work, at and in the time required, all work, the nature of which is normal and routine, normally performed by its employees, will be carried out by employees covered by the Agreement.

ARTICLE 16 CHRISTMAS BONUS

16.01 Effective 1982 a Christmas bonus of \$125.00 will be paid each year during the term of this Collective Agreement to all eligible employees. Eligible employees must have one year continuous service to December 1st of such year and shall receive the bonus one pay day prior to Christmas calculated in the following manner.

16.02 The designated amount for the year less one twelfth (1/12) for each calendar month during the immediately preceding December 1st through November 30th period in which the employee failed to work all the days he was scheduled to work that month unless his failure to work was due to approved leave.

ARTICLE 17 TRAINING PROGRAM

17.01 After 100 hours training in Operator I an employee will qualify for a vacancy in Operator II.

After 150 hours training in Operator II, an employee will qualify for a vacancy in Operator III.

After 250 hours training in Operator III, an employee will qualify for a vacancy in Operator IV.

ARTICLE 18 TERM OF AGREEMENT

This Agreement shall remain in effect until the 29th day of February 1984 from its effective date, but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other within four (4) months but not less than two (2) months immediately preceding the date of expiry. If no such notice is given, this Agreement shall remain in effect until terminated by either party upon notice in writing given two (2) months but not less than one (1) month immediately preceding the date of expiry of this Agreement, by notice require the other party to commence collective bargaining.

District of Sparwood
1982 - 1984

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SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3004

SIGNED ON BEHALF OF THE
CORPORATION OF THE DISTRICT
OF SPARWOOD



President



Mayor

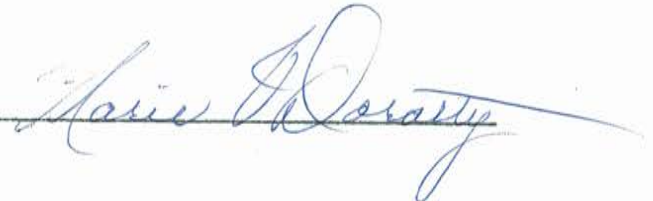
Secretary-Treasurer



Clerk



Member, Bargaining Committee



Marie A. Doran



National Representative, C U P E

District of Sparwood
1982 - 1984

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SCHEDULE "A"

	FEBRUARY 1, 1982	FEBRUARY 1, 1983
Labourer	\$11.90	\$13.63
Operator I	12.93	14.80
Operator II	13.28	15.21
Operator III	13.41	15.35
Operator IV	13.86	15.87
Certified Mechanic	14.88	17.04
Lead Hand	15.17	17.37
Clerical		
Office Clerk I (first six months in Rec Centre and/or district office)	10.53	12.06
Office Clerk II after six months in Rec Centre and/or district office	11.12	12.73
Office Clerk III	12.29	14.07

Note: re Clerical - Office Clerks completing three (3) full years full time continuous service or a period equivalent to three (3) years calculated at thirty-five (35) hours per week shall receive a fifteen (15¢) cent per hour increase.