

**COLLECTIVE AGREEMENT**

**Between**

**THE ASSOCIATION OF LOCAL GOVERNMENT EMPLOYEES UNION  
(ALGEU)**

**And**

**THE CITY OF WEST KELOWNA  
(CWK)**

**PREAMBLE**

WHEREAS the CWK is an employer within the meaning of the Labour Relations Code;

AND WHEREAS the ALGEU is a trade union within the meaning of Labour Relations Code and is the bargaining authority for that unit of employees engaged in non-managerial positions;

AND WHEREAS it is the desire of both parties to this Agreement:

1. To promote and encourage harmonious relations and settled conditions of employment between the CWK and the ALGEU;
2. To recognize the mutual value of joint discussions in matters pertaining to working conditions, duties and responsibilities, scale of wages, safety and other related matters;
3. To encourage efficiency in operation of the CWK and the services it provides to the community;
4. To promote the morale, well-being and security of all employees in the bargaining unit of the ALGEU;
5. To secure prompt and ethical settlement of grievances through this Agreement.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW, THEREFORE this Agreement witnessed that the parties hereto agree one with the other as follows:

**ARTICLE 1 – PURPOSE OF THE AGREEMENT**

**1.01** The purpose of this Agreement is to establish the terms and conditions of employment so that effective operations and harmonious relationships may be to the benefit of both parties and the community the CWK serves.

**ARTICLE 2 – DURATION OF AGREEMENT**

**2.01** This Agreement shall be for the period from and including January 1, 2020 to December 31, 2023 and hereafter subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code.

The present Agreement shall continue in full force and effect until:

- 1) the ALGEU commences a legal strike;
- 2) the CWK commences a legal lockout; or
- 3) the parties enter into a new Collective Agreement.

**ARTICLE 3 – BARGAINING UNIT WORK****3.01 Bargaining Unit Work**

The CWK recognizes the ALGEU as the sole and exclusive bargaining representative for employees covered by this agreement. The CWK recognizes that management excluded employees do not perform work which is normally performed by CWK bargaining unit employees except for training, work instruction or in emergent situations where no qualified bargaining unit employee is available.

**3.02 Contracting Out**

The CWK has the right to contract out; however, no existing full-time or part-time employees will suffer a loss of employment as a result of contracting out.

In the event that it is necessary to contract out existing work performed by the bargaining unit, the CWK will consult with the ALGEU and work together to place the affected employee(s) in another position based on their experience and training.

**3.03 Volunteer Workers**

The CWK has the right to allow volunteer workers to carry out specific projects from time to time in the CWK.

**ARTICLE 4 – MANAGEMENT RIGHTS**

**4.01** Except as otherwise provided in this Agreement, the management supervision and control of the CWK and the direction of the working force remain the exclusive function of management. The ALGEU further recognizes and agrees that the CWK retains all the customary rights, responsibilities, functions and prerogatives of management.

## **ARTICLE 5 – NO DISCRIMINATION**

### **5.01 No Discrimination**

The CWK and its agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, termination, discipline, dismissal or otherwise by reason of age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or intended employment of that person, nor by reason of membership in a labour union. An employee shall at all times and in like manner act in good faith toward the employer.

### **5.02 Bullying and Harassment**

The CWK recognizes the right of employees to work in an environment free from bullying and harassment. Complaints both formal and informal shall be investigated by the Human Resources Director immediately upon receiving a complaint. The CWK recognizes in all cases the complainant's privacy and confidentiality will be maintained.

Informal complaint - an employee verbally presents a complaint.

Formal complaint - an employee presents a complaint in writing.

If the investigation results in disciplinary action imposed on any employee it may be grieved.

## **ARTICLE 6 – ALGEU SECURITY AND CHECKOFF OF ALGEU DUES**

**6.01** The CWK shall inform all employees that a Collective Agreement between the CWK and the ALGEU is in effect, and of the conditions of employment set out in Clauses 6.02 and 6.03 dealing with ALGEU security and dues check off. The CWK shall give all new employees a copy of the current Agreement at the time of employment.

The CWK will provide an opportunity for one (1) representative from the ALGEU fifteen (15) minutes paid time to meet with new employees during the CWK scheduled orientation process.

**6.02** Every employee who is now or hereafter becomes an employee shall become a member of the ALGEU as a condition of employment, subject to Section 15 of the Labour Relations Code.

**6.03** An employee shall, as a condition of employment, complete an Assignment of Wages form, authorizing the CWK to deduct from the employee's earnings and pay to the ALGEU the dues, initiation fees and other charges as directed by the ALGEU in accordance with its constitution and bylaws.

**6.04** If an employee charges the CWK with wrongful deduction of dues or levies as per Clause 6.03 and the charge is verified, such charge shall be referred to the ALGEU, and the CWK shall make the appropriate adjustment to the employee by the end of the following month.

**6.05** The CWK shall deduct from each salary payment of each employee, the ALGEU dues as determined by the ALGEU. These dues shall be transmitted to the ALGEU by the end of the following month along with a list of the names of all employees from whose wages deductions have been made. When the ALGEU changes from a flat rate to a percentage-based dues, a list of earnings and dues deducted will be provided to the ALGEU by the end of the following month.

## **ARTICLE 7 – STRIKE AT CWK PREMISES**

**7.01** In the event that a legal strike or a legal picket line by a third party is set up at any CWK premises, any refusal to work or failure to cross such picket line by employees shall not be considered a violation of this Agreement nor constitute sufficient grounds for suspension, dismissal or warning of unsatisfactory service.

In consideration of the provisions of this Section, the ALGEU agrees to staff those essential services that are necessary to protect the health of the citizens, that is, water, sewer, or any other deemed essential services in accordance with a Labour Board application to work during a strike.

## **ARTICLE 8 – EMPLOYEE STATUS**

### **8.01 Full-Time Employee**

A full-time employee is defined as an employee, who has completed the probationary period and works thirty-five (35) or more hours per week.

### **8.02 Part-Time Employee**

A part-time employee is defined as an employee who has completed the probationary period and is assigned working hours that are less than thirty-five (35) hours a week. All part time employees shall accrue seniority on a pro-rated basis. Part time employees working twenty (20) hours or more per week shall accrue Health Leave, Vacation, and Defined Holiday pay on a pro-rated basis and are entitled to benefits.

### **8.03 Seasonal Employee**

A seasonal employee is defined as an employee who is regularly employed for less than twelve (12) months of the year and has completed the probationary period. Seasonal employees shall accrue Health Leave, Vacation, and Defined Holiday pay on a pro-rated basis. Seniority will accrue on an accumulating scale as per Article 16.02. Seasonal employees working twenty (20) hours or more per week are entitled to benefits and shall have the option to continue extended health, vision, and dental benefits at their own cost when they are on layoff waiting to be recalled to work.

#### **8.04 Term Employee**

The CWK and the ALGEU agree that circumstances may arise where positions are best filled on a fixed-term basis. Persons employed on a term basis will be subject to all the provisions of this Collective Agreement excluding Article 3 and Article 31. The employment relationship will discontinue at the end of the fixed-term. Term employees shall be paid at the probationary rate for the first three (3) months and are eligible for the same benefit provisions as regular employees.

#### **8.05 Relief Employee**

A relief employee may fill a position which is available due to absence because of illness, accident, vacation, or approved leave of absence or unscheduled extra work load. Relief employees shall be paid at the probationary rate and accrue seniority on a prorated basis.

#### **8.06 Student Employee**

##### **1) Student I**

An employee who is employed for a defined period of time and is attending a post-secondary institution and intends to return to their studies in the subsequent academic year.

##### **2) Student II**

An employee who is employed for a defined period of time and is attending a post-secondary institution and intends to return to their studies in a subsequent academic year, or is enrolled in a recognized cooperative program in a post-secondary institution.

#### **8.07 Pay in Lieu of Benefits for Relief and Part-Time Employees**

Relief employees (upon completion of one hundred forty (140) hours), and part-time employees (working less than twenty (20) hours per week), shall receive fourteen (14) percent in lieu of Vacation, Defined Holidays, other paid leaves, Group Medical, Group Benefits, and Health Leave (note: contributions to the Municipal Pension Plan to be made as per the rules and regulations of the plan).

### **ARTICLE 9 – LABOUR MANAGEMENT RELATIONS**

#### **9.01 Labour Relations Committee**

A Labour Relations Committee (LRC) shall be comprised of not more than three (3) representatives of the CWK, and not more than three (3) representatives of the ALGEU.

Any designated representative of and appointed by the ALGEU, who is a CWK employee, shall have the right to attend LRC meetings held within working hours, without the loss of wages. Meetings will, if at all possible, be held with the least possible time away from the work place.

### **9.02 ALGEU Business**

Any ALGEU representatives requested by the CWK to be in attendance of a meeting shall do so without loss of wages or benefits.

ALGEU representatives may request a leave of absence not to exceed ten (10) working days in a calendar year, without pay, to attend union conventions or perform other functions on behalf of the ALGEU or affiliates, provided not more than two (2) ALGEU representatives are away at one time. Such leave of absence shall not affect the employee's seniority or benefits, and consideration for approval will be based on operational requirements.

### **9.03 Bargaining**

The CWK shall appoint up to four (4) representatives and the ALGEU shall appoint up to four (4) representatives.

Bargaining will commence ten (10) working days upon notice to commence bargaining being served by either party onto the other party, or by a mutually agreed date. The parties will disclose their respective bargaining committees.

Bargaining sessions shall be held at a time and place fixed by mutual agreement.

Four (4) appointed ALGEU bargaining committee members shall suffer no loss of pay for four (4) days bargaining preparation time. All other preparation time shall be paid by the ALGEU.

When bargaining dates have been approved by the HR Director for the bargaining committee to be absent from the workplace in order to participate in bargaining, they shall suffer no loss of wages. Such leave shall not be unreasonably withheld.

### **9.04 No Strikes or Lockouts**

There shall be no strikes or lockouts so long as this collective agreement continues to operate.

## **ARTICLE 10 – JOB SHARING**

The CWK appreciates the principal of job sharing. Employees shall have the right to request job sharing by completing a job share application. Job sharing is intended to be one (1) full time position being shared by two (2) employees that meet the qualifications of the position. Such requests will be granted where practical from an operational perspective at the sole discretion of the CWK. Reasons for not granting a request for job sharing will be provided in writing to both the ALGEU and the employee.

Should the CWK wish to discontinue the job share arrangement, one (1) months written notice will be provided to both the ALGEU and employees.

Should either employee leave the job share, and the remaining employee would like to continue the job share, the Human Resources Department will first attempt to find a suitable candidate. If a suitable candidate is not found within a reasonable time frame prescribed by the CWK, the remaining employee will have to choose between taking the full time position or resigning.

## **ARTICLE 11 – PERSONNEL FILE AND DISCIPLINE**

### **11.01 Personnel File**

All employees shall have access to view their personnel file in the presence of Human Resources staff. An employee must submit their request in writing in order to schedule a reasonable timeframe to view their file. An employee may request a copy of any information contained in their personnel file.

If an employee is being represented by the ALGEU, the ALGEU representative may view the personnel file with the employee or provide the employee's written authorization to Human Resources for the ALGEU representative to view without the employee present.

### **11.02 Discipline**

An employee will be afforded the opportunity to have ALGEU representation during any investigative meeting that could lead to discipline and during any subsequent disciplinary meeting. All investigative meetings will include formal questions from management, an opportunity for the ALGEU representative to seek clarity and an opportunity for the employee to respond to the allegations. Management will communicate the results of the investigation to the employee(s) and the ALGEU representative immediately following.

The CWK embraces the principles of progressive discipline. All disciplinary action shall be for just cause and not arbitrary in nature. Progressive discipline is a system of increasingly harsh penalties for each time an employee is disciplined for a work/rule violation. Offences are combined when determining the next step in disciplinary action. Progressive discipline does not restrict management's ability to impose a harsher level penalty if warranted. Any disciplinary action may be grieved.

Performance evaluations, written work and/or performance expectations, written attendance management and mandatory medical referrals are examples, but not limited to, documents that are non-disciplinary and not arbitral.

### **11.03 Purging**

All letters of discipline and reprimand shall be removed from an employee's file after twenty-four (24) cumulative months providing there has been no further discipline. Any accumulation of one hundred and nineteen (119) or more days of absence from work (excluding approved vacation time) shall be added to the twenty-four (24) cumulative months.

**ARTICLE 12 – GRIEVANCE PROCEDURE**

**12.01** Either party has the right to file a grievance.

- a) Step 1: Within five (5) working days from the date of the incident, the employee shall discuss the matter with the applicable Supervisor who has been designated for such purpose by the Employer. If the employee so desires, a shop steward, or other designated Union representative, may be present during discussions at this step.
- b) Step 2: If no settlement is reached in Step 1, the Union shall submit a grievance in writing to the Manager of the employee, within five (5) working days with particulars describing the incident or practice which prompted the grievance. The recipient shall meet with the employee and Union representative, within five (5) working days of receipt of the grievance at this step in an attempt to reach a satisfactory settlement. The Employer's response to the grievance at Step 2 shall be in writing within ten (10) working days of this meeting.
- c) Step 3: If no settlement is reached at Step 2, a meeting shall be held between the designated representatives of the Union and the Employer within five (5) working days of the Employer's response at Step 2. The Employer's response to the grievance at Step 3 shall be in writing within ten (10) working days of this meeting.
- d) Step 4: If settlement is not reached through the foregoing procedures, the grievance may be referred to Arbitration. The Party referring the grievance to Arbitration shall give notice to the other Party within fifteen (15) working days of the Employer's response at Step 3.

A dispute involving the termination of an Employee may be referred by the ALGEU directly to Step 3 of the grievance procedure.

All grievances filed by the CWK will be delivered to the ALGEU President or designate.

**12.02 Arbitration**

- 1) The CWK and the ALGEU shall select an arbitrator by mutual agreement. This selection process shall take place within thirty (30) days of the delivery of the declared intention to institute arbitration procedures. If the parties fail to agree on an arbitrator, either party may apply to the appropriate provincial body to appoint an arbitrator.
- 2) Upon the selection or appointment, the arbitrator shall fix a date for hearing the grievance.
- 3) The time limits in Article 12.01 are mandatory and failure to strictly adhere to same shall result in a complaint or grievance being deemed irrevocably abandoned and settled unless an agreement to extend in writing has been given by the opposing party. Arbitrators appointed under this article are so directed.
- 4) Each party shall pay one-half of the fees and expenses of the arbitrator.

### **12.03 Types of Grievances**

Individual	- Affects one employee
Group	- Affects a group of employees in a particular area or with a common dispute
Policy	- Affects the bargaining unit (submitted to Human Resources Director) at Step 3 of the Grievance Procedure.

### **ARTICLE 13 – INDEMNITY**

**13.01** Job related liability protection shall be in accordance with the District of Westside Indemnification Bylaw No. 0003, 2007.

### **ARTICLE 14 – FILLING VACANCIES**

**14.01** In the event of any position within the Bargaining Unit being newly formed or coming vacant, the position will be posted internally as early as possible for a minimum of five (5) working days. Such notice shall include the following information: nature of the position, required qualifications, wage, and salary rate.

Temporary job opportunities resulting from the absence of an employee through illness, accident, vacation or approved Leave of Absence or the workload of three (3) months or greater duration, shall be posted. Such terms will be filled for a predetermined period to a maximum of twenty-four (24) months unless agreed to by the parties.

**14.02 (1)** Where two or more applicants are deemed equally qualified the position will be awarded based on seniority.

When determining employee qualifications the employer will consider the following:

- Required qualifications
- All related experience
- Additional related training and credentials
- Employment record
- Safety record
- Other factors that are contained in the job posting

**14.02 (2)** Where there are no qualified applications received from full or part-time employees, relief and term employee applications will be considered. However, CWK is free to hire external applicants for those positions if, in the CWK's opinion, the external applicant has better qualifications and abilities for the organization than any term or relief applicant.

Term employees will have access to the provisions of Article 14. However, the employer shall have the right to delay appointments to a new position, if said appointment would jeopardize the successful completion of the project that the term employee was originally hired to work on.

**14.02 (3)** CWK will notify all internal applicants of the status of their application on the competition.

**14.03** When a job vacancy or new position is filled by an existing employee, the employee concerned shall be on a trial period for three (3) months and will continue to accrue seniority. If the employee's performance is determined to be unsatisfactory any time during this period the employee will be returned to the position that they held. During this trial period the employee will be paid in accordance with the salary schedule.

**14.04** Employees who are awarded positions under this article are prohibited from applying for positions of the same or lesser wage for eighteen (18) months. The CWK may agree to waive this provision.

## **ARTICLE 15 – PROBATIONARY PERIOD**

All new employees hired for any position with the CWK shall be required to successfully serve a full six (6) month probationary period during which time the employee may be released from employment if deemed not suitable for continued employment. A formal written review at three (3) months will take place between the employee and the Supervisor/Manager.

Probationary employees will be eligible for benefits in accordance with the benefit carrier. All employees must successfully complete their probationary period prior to being eligible for other job posting opportunities and also in accordance with Article 14.04.

## **ARTICLE 16 – SENIORITY**

### **16.01 Full and Part – Time Employees**

After full time and part time employees have successfully completed the probationary period outlined in Article 15, the employee will commence compiling seniority based on their first day of employment in that position.

### **16.02 Calculation of Seniority**

Seniority shall be determined by the number of years of service or part thereof employed by the CWK whether continuous or seasonal, on an accumulating scale.

Seniority shall be calculated annually based on the employee's workweek.

(i.e.  $\frac{\text{Reg. Hrs. Worked}}{1820}$  or  $\frac{\text{Reg. Hrs. Worked}}{1950}$  or  $\frac{\text{Reg. Hrs. Worked}}{2080}$ )

Seniority will be accumulated during approved leaves of absence and bonafide illness.

### **16.03 Termination of Seniority**

Seniority will be terminated, unless otherwise mutually agreed to by the parties in writing, where an employee:

- Is laid off for more than one year (as per Article 17.06);
- Is terminated for cause;
- Is off sick in receipt of LTD benefits for more than 2 years;
- Has received severance;
- Is promoted out of the bargaining unit jurisdiction for more than one year (Seniority does not accrue during this 12 month period);
- For relief employees, seniority is terminated after one (1) year of not working in any relief assignments;
- Quits.

### **16.04 Relief and Term Employees**

Seniority for relief and term employees will be calculated on an hour by hour basis and recorded separately on the Seniority List.

### **16.05 Seniority List**

Seniority List will be prepared and posted annually on or before July 1<sup>st</sup> in all facilities where CWK employees work.

## **ARTICLE 17 – LAYOFF AND RECALL**

**17.01** When the CWK deems it necessary to reduce employees within a department, employees will be laid off on the basis of qualification, ability to perform the work, and seniority. Employees laid off as a result and pursuant to this Article will have the option to bump the least senior employee of the same or lower classification (not including Secretary/Clerk) in their department which will result in that employee being laid off.

In the case of Secretary/Clerk classification, qualifications and the ability to perform the work are deemed equal, the employee with the least seniority will be displaced.

**17.02** Employees shall be recalled from lay-off by job description with the employee with the most seniority able to perform the available work being recalled first.

**17.03** Upon being placed on lay-off those employees interested in being considered for temporary work outside of their job description will contact the Human Resources Department. They will inform the CWK of which areas they are interested in working and of the skills they possess that will enable them to successfully perform those duties.

**17.04** The Human Resources Department will compile a list of qualified available employees from which temporary work will be assigned where practical by seniority.

**17.05** When work becomes available the most senior person who has identified themselves as per 17.03 will be called. If that person is not available the next senior person will be contacted and so forth until the work is assigned.

**17.06** Employees will maintain their seniority and be eligible for recall provided they have completed the probationary period as outlined in Article 15 and/or there have been no periods of lay-off greater than twelve (12) months. Employees with one (1) or more years' service will retain recall rights of one (1) additional month for each year of service to a maximum of twelve (12) additional months.

### **17.07 Recall of Seasonal Employees**

- 1) When Seasonal Employees are recalled to work, they shall return to work within five (5) working days (or such longer period as may be mutually agreed upon) after recall notice has been received.
- 2) It is the employee's responsibility to keep the CWK informed of their current contact information.
- 3) If the CWK has left a message or attempted to recall an employee unsuccessfully for a period of three (3) consecutive days, the CWK may move on to recall the next employee in order of seniority, provided they are qualified to perform the work available. If the original employee being recalled contacts the CWK at a later date, they will need to wait for a future position for which they are qualified to perform the work to become available.

## **ARTICLE 18 – HOURS OF WORK**

### **18.01 Normal Work Pattern**

A normal work pattern shall consist of seven (7), seven and a half (7.5), eight (8) or ten (10) hours in a given shift.

The ALGEU will be notified of any proposed variation under this clause.

### **18.02 CWK May Implement Schedules**

The CWK may implement schedules that form a pattern that repeats over a period of not more than eight (8) consecutive weeks and under which the employees covered by the work schedules are to work an average of not more than forty (40) hours per week at the employee's regular rate.

### **18.03 Breaks**

- 1) Paid fifteen (15) minute rest period in each half of the work day
- 2) Unpaid lunch break in the middle of the shift. The length of the unpaid lunch break, no less than one half hour, will be determined by the department.  
In any situation where an employee is directed by management to be available and/or working during the lunch break, it shall be paid.

#### **18.04 Split Shifts**

It is understood that Recreation Department Coordinators may be scheduled split shifts, however under no circumstances will these split shifts span over greater than a twelve (12) hour period in the day.

### **ARTICLE 19 – PREMIUMS**

#### **19.01 Shift Premium**

A shift premium of one dollar (\$1.00) per hour will be paid for all hours worked before 6:00 a.m. and after 6:00 p.m. This premium will be paid for the complete shift when a majority of said shift falls within premium hours.

#### **19.02 Standby**

- 1) An employee who is designated to be on standby at times other than their regular shift shall be paid a minimum of two (2) hours at their regular rate regardless of whether or not the employee is called out. On Saturdays and Sundays a minimum of three (3) hours at the regular rate shall be paid.
- 2) This provision will also apply to those employees required to be on standby on their regular day of rest or defined holidays.
- 3) An employee designated to be on standby must be qualified to perform the standby work to be eligible for standby and is expected to be fit for work at all times and must be able to report to the Public Works yard for utility on call and Water Treatment Plant for WTP on call within thirty (30) minutes.

#### **19.03 Called Back**

If an employee is called back to work after their regular shift has completed, they shall be paid one and one-half (1 ½) for the first two (2) hours, double time thereafter. Any subsequent callouts will be paid two (2) hours at double time. If an employee receives a second call out within the original two (2) hour window, there will be no additional pay unless it extends beyond the two (2) hour window and then it will be paid at double time. It is understood that when responding to a callout a dispatch service will be used as the employee check in.

It is expected that employees on standby are suitably available to respond to system emergencies, emergent service requests, and to pro-actively check SCADA for system and network conditions as is required to receive DRC credits. As per the EOCP program, an Operator is expected to check SCADA for system conditions. If an employee is responding to an alarm or call outside of their regular work hours, but does not have to physically attend the worksite because the issue can be addressed using the SCADA computer/tablet, the employee will be compensated in thirty (30) minute intervals at straight time for each separate issue.

#### **19.04 Dirty Work**

An employee shall be paid a premium of fifty (\$.50) cents per hour at the discretion of the Supervisor, who will also determine the number of hours for which the premium shall be paid.

Dirty work is applicable when:

- 1) hot mix/cold mix patching/paving
- 2) concrete/cement work
- 3) working in sewer lift stations below ground level
- 4) working in sewer manholes or on sewer lines containing effluent
- 5) clean up of bodily fluids, excrement or vomit
- 6) retrieval and disposal of needles and syringes
- 7) street sweeping hand work
- 8) cutting and handling of asbestos pipe
- 9) other, at the discretion of the Supervisor

Employees exhuming or reintering bodies will be paid one hundred and fifty dollars (\$150) premium per instance.

Dirty work will only apply to those employees actually involved in the dirty work and not to the rest of the crew.

#### **ARTICLE 20 – OVERTIME PAY**

**20.01** All time worked in excess of an employee's regularly scheduled shift shall be considered overtime and shall be paid for as follows:

- 1) Overtime on Regular Workday:** On an employee's regular workday, time and one-half (1 ½) for the first two (2) hours and double-time thereafter.
- 2) Overtime on Day of Rest:** On an employee's day of rest, double time.
- 3) Banking Overtime:** The employee has the option to bank time off in lieu of payment. Banked time off must be authorized by the immediate supervisor. The employee may accumulate up to a maximum of eighty (80) hours banked time.

Any unused overtime in the employee's bank as of December 31<sup>st</sup> of a calendar year, will be calculated and any unused balance, will be paid out in the first pay period of December of the following year. (An overtime bank is calculated on December 31<sup>st</sup>. Any unused overtime from this balance that has neither been taken in time off nor as a lump sum prior to the first pay period of December of the year following, will be paid out at the employee's current rate of pay).

- 4) Authorization of Overtime:** All overtime where and when possible must be authorized in advance by the immediate supervisor. An employee shall not receive overtime pay for any overtime work unless authorization by the immediate supervisor is given.

## ARTICLE 21 – ANNUAL VACATIONS

### 21.01 Vacation Period

The term "Vacation Period" shall mean the twelve (12) month period running from January 1st to December 31st.

### 21.02 Vacation Pay

For the purpose of calculating length of service to determine an employee's vacation pay, the anniversary date of every employee shall be determined as follows:

- 1) For new employees will be the first day of employment.
- 2) Vacation entitlement will be determined on an equivalent hours calculation based on the employee's work week i.e. 1 day = 8 hours, 1 day = 7.5 hours or 1 day = 7 hours.
- 3) Part-time employees (working twenty (20) or more hours per week) shall receive vacation pay on a prorated basis, i.e.  $\frac{1}{2}$  time with 2 years of service (15 days) = 7.5 days.

### 21.03 Vacation Entitlement Calculations

Employees shall be allowed annual vacation periods in accordance with the following schedule:

E.g. Employee start date: April 1/20

- 15 prorated (9/12) = 11.25 days vacation available Jan 1/21
- 15 days available Jan 1/22
- 5 additional days available April 1/22

**New Employees:** effective their start date, new hires will receive 35, 37.5 or 40 hours of paid leave in the year of hire. This only applies to full time permanent employees and full time term employees where the term is 1 year or greater. Any unused hours may be carried over to the next calendar year.

Thereafter, vacation entitlements effective January 1<sup>st</sup> annually:

Completed one (1) year but less than two (2)	- 15 days
Completed two (2) years but less than seven (7)	- 20 days
Completed seven (7) years but less than twenty (20)	- 25 days
Completed twenty (20) years but less than thirty (30)	- 30 days
Completed thirty (30) or more years	- 30 days

(+ one (1) day for each additional year of consecutive service to a maximum of thirty-five (35) days)

- 1) Upon notification, an employee may carry over a maximum of ten (10) days vacation leave to the next year.
- 2) If an employee is absent from work for reasons other than a WorkSafe BC compensable injury, vacation entitlement shall be reduced on a prorated basis.
- 3) Vacation entitlement will continue to accrue while an employee is on leave pursuant to Article 26.01. However, the vacation entitlement shall accrue as leave without pay and may be taken as leave without pay following the employee's return to work.
- 4) Where an employee becomes ill while on approved vacation, the employee will not be entitled to draw sick pay unless recuperation involves hospitalization or confinement to bed by order of a medical practitioner. Written verification from the attending medical practitioner will be required before sick leave is paid.

An employee, who is terminated, laid off, resigning, or retiring from service is entitled to vacation pay in accordance with what the employee has earned under Article 21.03.

## **ARTICLE 22 – DEFINED HOLIDAYS**

1) The CWK will observe the following as Defined Holidays:

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

and any other holiday declared or proclaimed as a Defined Holiday by the Province of British Columbia or the Government of Canada.

- 2) All employees required to work Defined Holidays will be paid double time plus regular pay for those days.
- 3) If a Defined Holiday falls on a shift worker's day of rest, the employee shall be paid regular shift hours for the Defined Holiday.
- 4) The schedule of Defined Holidays to be observed at Christmas will be posted in the first quarter of each year.

## ARTICLE 23 – GROUP BENEFIT PLAN

**23.01** The Group Benefit Plan includes Extended Health, Vision Care, Dental, Life Insurance, Dependent Life, Basic Accidental Death & Dismemberment, Optional Life and Long Term Disability.

The following rules and regulations governing the Group Benefit Plan shall apply to all full-time employees of the CWK.

1) Participation by all full-time employees of the CWK shall be compulsory.

Extended Health and/or Dental coverage may be waived if employee is covered under spouse's plan. If spouse's coverage ceases, the employee must apply for coverage under CWK's plan.

2) Extended Health, Dental, Vision, Life Insurance, AD&D, Optional Life and Long Term Disability coverage commences on the 1<sup>st</sup> day of the month following three (3) months continuous service.

3) Premiums for the Group Benefit Plan are paid as follows:

(i)	Extended Health	100% by CWK
(ii)	Vision Care	100% by CWK
(iii)	Dental	100% by CWK
(iv)	Life Insurance	100% by CWK
(v)	Basic AD&D	100% by CWK
(vi)	Optional Life	100% by Employee
(vii)	Long Term Disability	100% by Employee

4) Coverage terminates on the last day of the month in which employment ends except for Long Term Disability which ends the last day worked.

All employees will be provided a copy of the Group Benefit Plan booklet that outlines the agreed to benefit coverages.

## ARTICLE 24 – MUNICIPAL PENSION PLAN

**24.01** The Public Sector Pensions Plan Act applies to the CWK and its employees.

## **ARTICLE 25 – HEALTH LEAVE**

### **25.01 Health Leave**

Health Leave shall be paid when an employee is absent from work due to illness, to attend appointments with a licensed health practitioner covered by our extended health benefits and/or accident for which compensation is not payable under the provisions of the Workers' Compensation Act, or to care for a sick dependent. Every effort should be made to schedule appointments outside of the employee's regular scheduled shift.

- 1) Unused Health Leave may be accumulated by a full-time employee who is employed thirty-five (35) hours or more each week, up to a maximum of one hundred (100) days.
- 2) Upon leaving the employ of the CWK after having served a minimum of ten (10) years including past years of service, accumulated Health Leave will be paid out for fifty percent (50%) of the accumulated health days to a maximum of fifty (50) days. For purposes of pay out, the number of eligible health days for the last year of employment shall be calculated on the basis of one (1) day per month.
- 3) All employees covered by this Agreement shall be granted Health Leave on a pro-rated basis up to a maximum of twelve (12) working days each year.
- 4) Health day entitlement will be determined on an equivalent hours calculation based on the employee's work week, i.e. a day =  $40/5 = 8$  hours or a day =  $35/5 = 7$  hours or a day =  $37.5/5 = 7.5$  hours
- 5) Absences greater than five (5) days require supporting medical documentation by a recognized Medical Practitioner (in the case of pregnancy, this may include a certified Midwife who is registered with the B.C. College of Midwives) to include the nature of the illness, treatment, and expected date of return to work prior to payment and for continuance of Health Leave benefits. This medical documentation must be submitted to the HR Department. An update as to the employee's progress will be required every two (2) weeks, unless previous acceptable medical documentation prescribes a longer time period.  
  
If the employee is off sick for more than ten (10) working days, a note from the employees doctor stating that the employee is fit to return to work will be required before the employee is allowed to return.
- 6) Health leave shall accrue only while the employee is being paid by the Employer on active payroll.

### **25.02 Emergency Leave**

A regular employee shall be entitled to up to three (3) occurrences annually, to a maximum of three (3) paid work days, to be deducted from their accumulated health leave bank (Article 25.01) for the purposes of emergency situations.

**ARTICLE 26 – MATERNITY, PARENTAL, ADOPTION, PATERNITY LEAVE****26.01 Maternity/Parental/Adoption**

Employees shall be granted an unpaid leave for maternity, parental and adoption reasons in accordance with entitlements contained in the Employment Standards Act. All employees shall submit to the Human Resources Director a written request for leave at least one (1) month prior to the commencement of such leave.

**ARTICLE 27 – LEAVE OF ABSENCE WITHOUT PAY**

**27.01** An Employee may request, in writing, a leave of absence without pay for good and sufficient reasons. Such leave may be granted at the discretion of the Human Resources Director and will not be unreasonably withheld. Decision will be based on the circumstances and merits of each application and the operational needs of the department.

Benefits will be available to the employee at their expense as long as compliance with the insurance carrier's conditions for continued coverage are met.

**ARTICLE 28 – LEAVE OF ABSENCE WITH PAY****28.01 Bereavement**

An employee shall be granted leave with pay, to a maximum of five (5) days, in the event of a death in the employee's immediate family. Immediate family shall include: spouse, children, father, mother, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, and sister-in-law. Spouse includes common law and same sex partners, and children includes foster, adopted and step.

In the event of a death of a spouse or child, five (5) additional days will be granted.

One half (1/2) day shall be granted without loss of pay to attend a funeral as a pallbearer, provided such employee has the approval of his/her Supervisor.

An employee may receive an additional leave for reasonable and just cause to a maximum of three (3) days without the loss of pay, subject to the approval of the Human Resources Director. This may be used for travel associated with a funeral, for family other than identified under employee's immediate family, or to spend time with someone whose death is imminent.

**28.02 Jury Duty**

When an employee is required to serve as juror or court witness, the difference between the employee's normal earnings and the payment the employee received for jury duty or as court witness shall be paid by the CWK to the employee. Proof of service and amount of payment by the courts shall be submitted to the Human Resources Director.

### **28.03 Parental Leave Day**

Upon request, a parent shall be given one (1) day's leave of absence with pay to attend the delivery/birth of the child or for attending to the release of the child from hospital or to attend the release of child being adopted.

## **ARTICLE 29 – IN SERVICE COURSES**

### **29.01 Financial Assistance**

Financial assistance to staff members who request to attend training and development courses shall be subject to the following:

- 1) The training course or program must be job related and approved by the Department Head and the Human Resources Director.
- 2) The course or program must demonstrate a substantial value in improving job skills and/or to maintain professional status.
- 3) The course or program must be successfully completed.
- 4) Should the employee leave the employ of the CWK prior to one (1) year after the successful completion of the course, the employee shall refund one-half of the course/program fees. A written agreement in this regard shall be completed by the CWK and the employee.
- 5) Courses/programs outside the Province of BC may be considered upon completion of the Employee Request for Out of Province Training and approval by the CAO. These courses/programs are not to exceed five (5) working days.

### **29.02 Professional Fees**

CWK shall reimburse professional fees for any employee who is required to be a member of a professional association as a condition of employment.

## **ARTICLE 30 – TRAVEL EXPENSES**

### **30.01 Expenses Advance**

The employee shall submit an advance expenses form properly authorized, based on the total estimated cost of the trip (travel, lodging, meals, registration, etc.).

- 1) An advance of the total estimated costs of the trip, less costs paid directly by the CWK (such as airfares), will be prepared for the employee prior to the commencement of the trip.
- 2) Immediately upon return, the employee shall submit a final expenses form properly authorized, showing the total actual expenditures (with receipts) less the amount of the advance received.

## **ARTICLE 31 – SEVERANCE PAY – ELIGIBLE EMPLOYEES**

### **31.01 Severance Pay**

That Severance Pay be based on the following:

- 1) One week's pay for each year of continual service to employees who are unable to continue in their jobs because of non-compensable injury or illness, mental or physical condition or who become redundant due to the introduction of new methods, equipment or organization.
- 2) The employer will endeavour to place such an employee in other work consistent with the employee's mental or physical condition or other qualifications and will endeavour to provide any necessary training or re-training. Should the employee refuse to be placed in such other work or to undergo training, the employee shall not be entitled to severance pay, notwithstanding Article 17.06 in its entirety.
- 3) The provisions of the Employment Standards Act will apply where the benefits applicable are superior to those within the Collective Agreement.
- 4) The amount of Severance Pay to which an employee shall be entitled shall not exceed fifteen (15) weeks.

### **31.02 Technological Change**

- 1) If the Employer introduces a technological change that will displace employees, the Employer will notify the Union with advance notice and will meet to discuss reasonable measures to protect the interests of the employees affected.
- 2) If an employee is displaced, the Employer will make every effort to provide alternative employment that the employee's qualifications and skills match, that is acceptable to the employee.
- 3) Where the alternative employment is in a lower paid classification, the employee will be "red-circled" and continue to be paid their current rate of pay until that alternative rate passes that of the current rate.
- 4) Where alternative employment is not available or not acceptable to the employee, the Employer will give the employee severance pay as provided in Article 31.01 (1).

## **ARTICLE 32 – VALID DRIVER'S LICENSE**

### **32.01 Loss of License**

Any employee whose job requires them to drive a CWK motorized vehicle must hold a valid British Columbia Driver's License. If an employee loses their license, the CWK will attempt to place that employee in a position that does not require driving a CWK vehicle, at that position rate of pay. If such a position is not available, the employee's employment may be terminated.

### **32.02 Reimbursement**

Where an employee is required to hold any motorized vehicle license other than a Class 5 license, the employee shall be reimbursed for the cost of any medical examinations required to hold such a license.

## **ARTICLE 33 – SAFETY OF EMPLOYEES**

### **33.01 Safety Committee**

Safety Committee shall be set up as required by the provisions of the Workers' Compensation Act. The CWK and the ALGEU shall each appoint three (3) members to this Committee. Meetings shall be held each month during working hours.

### **33.02 Workboot Allowance**

CWK agrees to reimburse full-time employees upon submission of a receipt, to a maximum of two hundred and fifty (\$250) dollars every two (2) years towards the purchase of CSA approved safety boots required for the position of work. This amount can be used for purchase and/or repair of boots, including insoles and the amount may be carried over to a maximum of six (6) years.

### **33.03 Influence of Alcohol or Drugs**

If an employee is suspected to be under the influence of alcohol or drugs, or is observed to be demonstrating unsafe, hostile or inappropriate behaviour, the immediate supervisor shall, without delay investigate the situation in conjunction with the Human Resources Director and may send the employee home for the remainder of the shift without pay due to being unfit for work. The supervisor shall make the necessary arrangements to transport the employee home.

Prior to returning to work, it may be deemed necessary for a mandatory referral to Employee Family Assistance Program (EFAP).

### **33.04 Fatigue Leave**

Where an employee is scheduled for an overtime shift of four (4) hours or more or called to work for an emergency shift(s) of an accumulated four (4) hours or more and the rest time is less than eight (8) hours before the start of the next shift, the employee will get paid the regular wages for the scheduled hours that fell short of the required eight (8) hour rest period.

If the employee is still fatigued after the eight (8) hour interval following the end of the called back/overtime, the employee may take the remainder of the scheduled shift either as banked time or sick time. The employee will request to their immediate supervisor to take such time. Such request shall not be unreasonably denied.

**ARTICLE 34 – JOB EVALUATION PLAN**

**34.01** The Job Evaluation Plan (JEP) Committee is a joint committee made up of up to three (3) ALGEU members appointed by the ALGEU Executive, and three (3) Management representatives or a minimum of two (2) per side, who cooperatively evaluate defined jobs for placement in Schedule 1 using the CWK Point Factor Job Evaluation Plan.

The Employer will maintain the right to establish new job descriptions which will be submitted to the JEP Committee who will make decisions relating to the final job rating of any new or changed jobs. The JEP Committee will meet regularly to review any new or changed positions to ensure positions are ranked accurately in relation to all positions within Schedule 1.

Job postings resulting from newly created positions will include: *This temporary wage rate has been assigned to this position.*

The JEP Committee will have thirty (30) calendar days, unless mutually agreed upon, to review the new job description and assign the pay rate level based on the CWK Job Evaluation Plan. The established pay level will be updated in Schedule 1 at the next LRC meeting.

If there is a dispute at this stage in the process, the Union will have the right to advance a grievance at Step 4 of the grievance process.

In the event the Parties agree with the JEP review, the following will occur:

- Higher rate will be processed retroactively
- Lower rate will result in current incumbent being red-circled

**34.02** An employee who can support that their position has changed enough to warrant an upgrade in classification level may, in concert with their immediate supervisor, identify any changes to their current job description. The revised job description, with a completed JEP Process Review Form (available through the Human Resources Department), will be submitted to Human Resources and reviewed by the JEP Committee at the next scheduled meeting. Every attempt will be made to render a decision within sixty (60) days. The established pay level will be updated in Schedule 1 at the next LRC meeting. The process thereafter will be in accordance with Article 34.01.

If the review results in an increase in wage, the increase will be made retroactive from the date of the initial written request.

**ARTICLE 35 – WAGES****35.01 Schedule 1 “Wages”**

Wages will be paid according to Schedule 1 “Wages”.

**35.02 Higher Rate**

Employees who are temporarily assigned and perform work for one or more full shifts to a job that is paid at a higher rate than the employee’s regular rate will be paid at the higher rate.

If an employee is in the position of three (3) pay periods or more, the employee will be paid the higher rate for Annual Vacations, as per Article 21, Defined Holidays as per Article 22 and Health Leave as per Article 25

**35.03 Support staff**

Employees who are hired at the Secretary/Clerk I, Receptionist/Clerk I, or Cashier/Clerk I rate will move to the Secretary/Clerk II, Receptionist/Clerk II, or Cashier/Clerk II rate after 2 years service in that role.

**35.04 Operators**

Employees who are paid at the rate of Operator I shall move to the rate of Operator II based on an agreed to set of skills and abilities.

**35.05 Acting Pay**

When an employee has been directed to undertake duties of management staff for a minimum of three (3) consecutive working days they shall receive ten percent (10%) over their current base rate of pay. The ten percent (10%) acting pay is applied for regular hours of work only.

**35.06 Probationary Employees**

Probationary employees shall be paid at ninety percent (90%) of the rate of pay for the position during the first three (3) months.

**35.07 Utility Operators**

Those employees in positions of "Utility Operators" will promote to a higher classification in relation to the Environmental Operators Certification Program (EOCP) as follows:

- 1) Operator-In-Training (Pay Level 1) to Utility Operator I (Pay Level 3) upon successful completion of EOCP Level I certification in Water Distribution or Water Treatment or Wastewater Collection.
- 2) Utility Operator I (Pay Level 3) to Utility Operator II (Pay Level 5) upon successful completion of EOCP Level II certification in Water Distribution or Water Treatment or Wastewater Collection.
- 3) Utility Operators III and Utility Operator IV classifications in Water Distribution or Water Treatment or Wastewater Collection will be established at the Employer's discretion and based on operational requirements

**35.08 Tool Allowance**

The Employer will provide an initial tool allowance of five hundred (\$500) dollars in the first year after successful completion of the probationary period and an amount of two hundred (\$200) dollars on an annual basis thereafter to all employees in the mechanic classifications that are required by the Employer to have the appropriate tools.

IN WITNESS WHEREOF THE PARTIES HERETO BY THEIR AUTHORIZED REPRESENTATIVES HAVE AFFIXED THEIR SIGNATURES HERETO ON THIS 18th DAY OF DECEMBER 2020.

Signed on behalf of:

**THE CITY OF WEST KELOWNA**

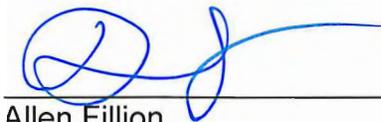
**ALGEU**

  
\_\_\_\_\_  
Paul Gipps  
Chief Administrative Officer

  
\_\_\_\_\_  
Jerome Hudon  
President

  
\_\_\_\_\_  
Warren Everton  
Director of Finance/Chief Financial Officer

  
\_\_\_\_\_  
Manuel Rego  
Vice President

  
\_\_\_\_\_  
Allen Fillion  
Director of Engineering and Public Works

  
\_\_\_\_\_  
Kyle Arsenault  
Member at Large

  
\_\_\_\_\_  
Michelle Reid  
Director of Human Resources

  
\_\_\_\_\_  
Carla Eaton  
Member at Large

  
\_\_\_\_\_  
Eni Knaitner  
Human Resources Advisor

\_\_\_\_\_  
Deanna Ladouceur  
Labour Relations Consultant  
New Era Labour Relations