

**COPY**

**COLLECTIVE AGREEMENT FOR 2005 - 2007**

between

**THE CITY OF PRINCE GEORGE**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL #399 (Outside Workers)**

and

**LOCAL #1048 (Inside Workers)**

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## TABLE OF CONTENTS

1		<u>PREAMBLE</u>	1
	1.01	General	1
	1.02	General	1
	1.03	Present Conditions and Benefits	1
2		<u>RECOGNITION AND NEGOTIATIONS.</u>	2
	2.01	Union Recognition	2
	*2.02	Rights of Employer	2
3		<u>DISCRIMINATION</u>	2
4		<u>EMPLOYER SHALL ACQUAINT NEW EMPLOYEES</u>	3
5		<u>UNION SECURITY</u>	3
	5.01	Union Membership	3
	5.02	Union Rejection	3
6		<u>CHECK-OFF OF UNION DUES</u>	4
	6.01	Deductions	4
	6.02	Dues Receipts	4
7		<u>BARGAINING</u>	4
	7.01	Union Bargaining Committee	4
	7.02	Meeting of the Committee	4
	7.03	Function of Bargaining Committee	4
	7.04	Time Off for Meetings	4
	7.05	Representative of Union	5
8		<u>LABOUR MANAGEMENT COMMITTEE</u>	5
	8.01	Committee Structure	5
	8.02	Union Meetings	5
9		<u>SENIORITY</u>	5
	9.01	Seniority Defined	5
	9.02	Termination	5
	9.03	Seniority List	6
	9.04	Seniority During Absence	6

## TABLE OF CONTENTS

	9.05	Seniority During Transfers to Supervisory Positions	6
	*9.06	Probationary Employees	6
	9.07	Part-time Employees	7
	*9.08	Limited Duration Employment	8
	9.09	Job Sharing	10
10		<u>GRIEVANCE PROCEDURE</u>	12
	10.01	Election of Stewards	12
	*10.02	Grievance Procedure	13
	10.03	Special Grievance /	13
	10.04	Time Limits	14
11		<u>ARBITRATION</u>	14
	1 ■ 01	Composition of Board of Arbitration	14
	■ 02	Failure to Appoint	14
	11.03	Board Procedures	15
	11.04	Decision of the Board	15
	■ 05	Disagreement on Decision	15
	1 ■ 06	Expenses of the Board	15
	11.07	Amendment of time Limits	15
	1 ■ 08	Witnesses	15
	■ 09	Section 103 of the Labour Code	16
	11.10	Expedited Arbitration	16
12		<u>DISCHARGE OR SUSPENSION</u>	17
	12.01	Discharge or Suspension Procedure	17
	12.02	Reinstatement	18
	12.03	Information	18
	*12.04	Progressive Discipline	18
13		<u>HOURS OF WORK</u>	19
	13.01	Work Week and Working Hours (Schedule "A")	19
	13.02	Work Week and Working Hours (Schedules "B"&"C")	19
	13.03	Lack of Work - Minimum Pay	20
	13.04	Break Period	20

## TABLE OF CONTENTS

	13.05	Shift Break and Duration	20
	13.06	Shift Changes	20
	13.07	Notice of Shift Change (Schedules "B" & "C")	21
14		<u>OVERTIME</u>	21
	14.01	Overtime Rates on Weekdays	21
	14.02	Overtime on Days of Rest	21
	14.03	Sharing of Overtime	21
	14.04	Minimum Call Back Time	21
	14.05	Meal Allowance	22
	14.06	Shift Premiums Applicable	22
	14.07	Overtime During Layoffs	22
	*14.08	Banked Overtime	22
15		<u>PROMOTIONS AND STAFF VACANCIES</u>	23
	*15.01	Postings	23
	15.02	Selection	23
	15.03	Probation Period	24
	15.04	Previous Experience	24
	15.05	Union Notification	24
16		<u>LAYOFFS AND REHIRING</u>	25
	16.01	Layoff and Rehiring Procedures	25
	16.02	Notice of Layoff	25
	*16.03	Continuation of Benefits	27
	16.04	Retention of Benefits	27
	16.05	Rehiring Procedure	27
	16.06	Previous Experience	27
17		<u>HOLIDAYS</u>	28
	17.01	Statutory Holidays	28
	17.02	Eligibility	28
	17.03	Payment Procedure	28
*18		<u>VACATIONS</u>	29
	18.01	Definition and Entitlement	29
	18.02	Pay Adjustment on Termination	31

## TABLE OF CONTENTS

19	<u>SICK LEAVE</u>	32
	19.01 Sick Leave Defined	32
	19.02 Amount of Sick Leave	32
	19.03 Proof of Illness	32
	19.04 Notification	32
	19.05 Sick Leave During Leave of Absence	33
	19.06 Sick Leave Without Pay	33
	19.07 Sick Leave Records	33
	19.08 Cash Payment	33
	19.09 Supplementation of Compensation Award	34
	19.10 Family Illness	34
	19.11 Sick Leave Reimbursement	35
20	<u>JOB SECURITY</u>	35
	20.01 Equipment Hiring and Replacement	35
	20.02 Contracting <del>Out</del>	35
	20.03 Technological Change	35
21	<u>LEAVE OF ABSENCE</u>	37
	21.01 Leave Of Absence For Union Business	37
	21.02 Bereavement Leave	37
	21.03 Mourner's Leave	37
	21.04 Jury Duty	38
	21.05 General Leave of Absence	38
	*21.06 Maternity and Parental Leave for Birth or Adoption	38
	21.07 Leave of Absence for Full Time Union or Public Duties	39
	21.08 Search and Rescue and Volunteer Firefighter Leave	40
22	<u>MEN OF ... AND ALLOWANCE</u>	40
	22.01 Pay D	40
	22.02 Job Classification (Sci ... )	40
	22.03 Equipment ... B I v	41
	22.04 Transfer to	41
	"22.05 ... Staff Promotions ... "B" & "C")	42

## TABLE OF CONTENTS

	<b>22.06</b>	Pay When Terminating By Resignation	<b>42</b>
	<b>22.07</b>	Shift Differential	<b>42</b>
	<b>22.08</b>	Sunday Premium (Schedule "B" & "C")	<b>43</b>
	<b>22.09</b>	Standby Pay	<b>43</b>
	<b>22.10</b>	Dirty Pay	<b>43</b>
	<b>22.11</b>	Improvement in Qualification	<b>44</b>
<b>23</b>		<u><b>BENEFITS</b></u>	<b>44</b>
	<b>23.01</b>	Group Life Insurance	<b>44</b>
	<b>23.02</b>	Optional Life Insurance	<b>45</b>
	<b>23.03</b>	Pension Plan	<b>45</b>
	<b>23.04</b>	Medical Insurance /	<b>46</b>
	<b>23.05</b>	Dental Plan	<b>46</b>
	<b>23.06</b>	Employee and Family Assistance Program	<b>46</b>
	<b>*23.07</b>	Extended Health Plan	<b>47</b>
	<b>*23.08</b>	Benefits Advisory Committee	<b>49</b>
<b>24</b>		<u><b>JOB RECLASSIFICATION AND CLASSIFICATION</b></u>	<b>49</b>
<b>25</b>		<u><b>SEVERANCE PAY</b></u>	<b>50</b>
<b>26</b>		<u><b>PROTECTIVE CLOTHING AND UNIFORMS</b></u>	<b>50</b>
	<b>26.01</b>	Protective Clothing	<b>50</b>
	<b>26.02</b>	Uniforms	<b>51</b>
	<b>26.03</b>	Safety Boot Allowance	<b>52</b>
<b>27</b>		<u><b>GENERAL CONDITIONS</b></u>	<b>52</b>
	<b>27.01</b>	Proper Accommodation	<b>52</b>
	<b>27.02</b>	Bulletin Boards	<b>52</b>
	<b>27.03</b>	Picket Line & Essential Services	<b>52</b>
	<b>27.04</b>	Liability Policy	<b>52</b>
	<b>27.05</b>	Continuation of Benefits During Strike or Lockout	<b>53</b>
	<b>27.06</b>	Employees with Disabilities	<b>53</b>
	<b>27.07</b>	Tool Insurance	<b>54</b>
	<b>27.08</b>	Service Time	<b>54</b>

## TABLE OF CONTENTS

	27.09	Job Related Liability Protection	54
	27.10	Copies of Agreement	55
	27.11	Access to Personnel Files	55
	27.12	Timesheets	55
28		<u>HEALTH AND SAFETY COMMITTEE</u>	55
	28.01	Compliance with Workers' Compensation Board	55
	28.02	Injury Pay Provisions	55
	28.03	Transportation of Employees	56
	28.04	Right to Refuse Hazardous Work	56
	28.05	Safety Information	56
	28.06	Immunization	56
	*28.07	First Aid Attendants	56
29		<u>EMPLOYEE DEVELOPMENT</u>	58
	29.01	Employee Requested	58
	29.02	Employer Requested	58
	*29.03	Apprenticeship Training	58
	*29.04	On-the-Job Training	61
30	*30.01	<u>TERM OF AGREEMENT</u>	61
		<u>*SCHEDULE "A"</u>	1 - 8
		<u>*SCHEDULE "B"</u>	1 - 12
		<u>*SCHEDULE "C"</u>	1 - 11
		<u>*SCHEDULE "D"</u>	1 - 4

## TABLE OF CONTENTS

\*LETTER OF UNDERSTANDING- LOCAL #399 & #1048  
Seasonal Employees

\*LETTER OF AGREEMENT - LOCAL #1048  
Special Event

\*LETTER OF AGREEMENT - LOCAL #399 & #1048  
City Watch

LETTER OF UNDERSTANDING- LOCAL #399 & #1048  
Automotive Mechanics

\*TERMS OF REFERENCE - LOCAL #399 & #1048  
Establishing Workplace Joint Health and Safety Committees and a  
Central Committee

LETTER OF UNDERSTANDING- LOCAL #399 & #1048  
Medical Certificate

LETTER OF UNDERSTANDING- LOCAL #399 & 1048  
Co-operative Education

LETTER OF UNDERSTANDING  
Extension of Layoff

LETTER OF UNDERSTANDING  
Transitional Winter Operations Positions

\*LETTER OF UNDERSTANDING  
Establishing a ~~Sick~~ Leave Committee

\*LETTER OF UNDERSTANDING  
Guard, Watch Clerk and Service Representative Hours of Work

\*LETTER OF UNDERSTANDING  
Job Security

\*LETTER OF UNDERSTANDING  
Shift Assignment



THIS AGREEMENT MADE THIS 1<sup>st</sup> DAY OF January, 2005.

BETWEEN:

**THE CITY OF PRINCE GEORGE**  
(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYÉES,  
LOCALS #399 AND #1048**

(hereinafter called the "Union")

PARTY OF THE SECOND PART

**ARTICLE I - PREAMBLE**

**1.01** This Collective Agreement is individually applicable to Locals #399 and #1048. Reference to Schedule "A" pertains to Local #399. Reference to Schedules "B" or "C" pertains to Local #1048.

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

**1.03** Present Conditions and Benefits.

All rights, benefits, privileges, working conditions and clothing allowances which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

**ARTICLE 2 - RECOGNITION AND NEGOTIATIONS****2.01 Union Recognition**

The Employer, or anyone authorized to act on its behalf, recognizes the Union as the sole Collective Bargaining Agent for its employees for whom the Union has been certified as Collective Bargaining Agent by the Labour Relations Board of British Columbia, and hereby consents and agrees to negotiate with the Union or anyone authorized to act on behalf of the Union in any or all matters affecting the relationship between the said Employer and its employees, looking towards a peaceful and amicable settlement of any difference which may arise between the Employer and the Union.

**2.02 Rights of Employer**

- (a) The Union recognizes the right of the Employer to operate and manage the City in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by employees. Such rules and regulations shall not be contrary to any provisions of this Agreement.
- (b) The Employer shall always have the right to hire, assign, discipline and discharge employees for just cause.

**ARTICLE 3 - DISCRIMINATION**

The Employer and the Union agree that neither party will exercise any discrimination or coercion in respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline or discharge. The Employer and the Union further agree that neither party will exercise any discrimination or coercion in respect to any employee by reason of race, religion, colour, nationality, ancestry or place of origin, sex, age, sexual orientation, or membership in the Union.

The Employer will maintain a policy prohibiting all forms of discrimination or harassment in the workplace under the B.C. Human Rights Code.

Any complaint alleging discrimination and/or harassment shall be dealt with at the employee's choice, either in accordance with the process set out in the Employer's policy or through the grievance procedure.

10

**ARTICLE 4 - EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that an Agreement between the parties is in effect including those conditions of employment set out in Articles 5 and 6 dealing with Union Security and Check-off of Union Dues.

New Employees shall be presented with a copy of the Agreement, Application for Union Membership card and Dues Deduction Authorization card by the Employer on commencement of employment.

The Employer shall present each new employee with a letter of introduction, which would include the names of the Union executive and shop stewards and the department in which they work.

A Union representative may participate in the monthly *City* orientation session in order to acquaint new employees with the policies and procedures of the Union.

**ARTICLE 5 - UNION SECURITY****5.01 Union Membership**

It is agreed that employees who are presently members of the Union shall remain so as a condition of employment. It is further agreed that persons who are hereafter employed by the City of Prince George shall become members of the Union by the pay period immediately following the completion of thirty (30) days employment and shall remain as members of the Union as a condition of employment.

**5.02 Union Rejection**

Any employee who applies to join the Union pursuant to the provisions herein and whose application is rejected, or whose membership is terminated by the Union, shall not as a result of such rejection or termination, be subject to discharge from employment.

**ARTICLE 6 - CHECK-OFF OF UNION DUES**6.01 Deductions

Deductions of Union dues and initiation fees from each employee covered by this Agreement shall be made from each payroll period and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of names of all employees from whose wages the deductions have been made.

6.02 Dues Receipts

Total annual Union deductions shall be calculated by the Employer and shown on employees' T-4 Slips.

**ARTICLE 7 - BARGAINING**7.01 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of six (6) employees who are members of the Union, three (3) from Local 399 and three (3) from Local 1048. The Union will advise the Employer of the Union members to the Committee.

7.02 Meeting of the Committee

In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place to be arranged by mutual agreement, however, such arrangements regarding the meeting shall be made not later than six (6) calendar days after the written request has been given.

7.03 Function of Bargaining Committee

All matters of mutual concern pertaining to Collective Bargaining shall be referred to the Bargaining Committee for discussion and possible settlement.

7.04 Time Off for Meetings

Any representative of the Union on this Committee who is in the employ of the Employer shall have the privilege to attend meetings of the Committee held within working hours without loss of remuneration.

7.05 Representative of Union

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

## **ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE**

8.01 Committee Structure

The Labour Management Committee shall consist of two (2) representatives of Local #399, two (2) representatives of Local #1048 and up to four (4) representatives of the Employer. The Committee shall meet once every other month. The Committee shall have the power to recommend its decisions to the respective principals but does not have the power to bind.

At the request of either party, a special meeting shall be called to discuss a specific topic. Additional participants may be invited to attend these special meetings.

8.02 Union Meetings

The Union is permitted the use of the 4<sup>th</sup> and 18<sup>th</sup> Avenue Works Yards and City Hall Annex lunchroom to hold meetings of the Locals.

## **ARTICLE 9 - SENIORITY**

9.01 Seniority Defined

Seniority is defined as the length of service with the Employer and shall be used in determining priority for promotions, transfers and demotions. Seniority within the Bargaining Unit shall be used to determine layoffs and recall.

9.02 Termination

All employees voluntarily leaving employment shall terminate all seniority rights contained in this Agreement.

Written resignations shall be considered final. Verbal resignations, if not withdrawn within three days, shall be considered final.

**9.03 Seniority List**

The Union Executive members and shop stewards will have access to a complete, up-to-date computerized seniority list for the purpose of printing and posting on bulletin boards. Any errors or omissions shall be corrected within fourteen (14) days of notifying the Human Resources Division. Such seniority list shall show the date upon which each employee's service commenced.

**9.04 Seniority During Absence**

Except as provided in subsections (a) to (f), if an employee is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer, he shall not lose seniority rights.

An employee shall lose his seniority in the event:

- (a) he is discharged for just cause;
- (b) he resigns or otherwise voluntarily leaves his employment;
- (c) he is absent from work in excess of three (3) working days without notifying the Employer, unless such notice was not reasonably possible;
- (d) after a layoff he fails to return to work or to make satisfactory arrangements to do so within ten (10) calendar days of notice by registered mail being sent to his last known address;
- (e) he is laid off for a period exceeding twelve (12) months.
- (f) except in the case of illness or accident, he has not worked a shift for a period exceeding twelve (12) months.

When an employee loses his seniority, his right to continued employment and/or to re-employment shall cease. In the event of re-employment, such person shall start as a new employee and his right to seniority and other benefits based upon his length of service with the Employer shall be calculated from his date of re-employment.

**9.05 Seniority During Transfers to Supervisory Positions**

Employees transferred to a supervisory position or any other position not covered by this Agreement shall retain their seniority in the bargaining unit from which they were transferred, for a period of six (6) months.

**\*9.06 Probationary Employees**

- (a) All new employees shall be hired on probation. The probationary period is defined to be one hundred twenty (120) working days in a twelve (12) month period. During the probationary period employees shall be entitled to all rights and privileges of the Agreement.

- (b) The probationary period shall be for the purpose of determining a person's suitability for permanent employment in that position which he is placed in a probationary capacity. At any time during that period, the employment of a probationary employee may be terminated if it can be satisfactorily shown that the employee is unsuitable for permanent employment.
- (c) By mutual agreement the employer may extend the probationary period. Such agreement shall not be unreasonably withheld.
- (d) A probationary employee's suitability for regular employment will be decided on the basis of factors such as:
  - (i) quality of work;
  - (ii) conduct;
  - (iii) capacity to work harmoniously with others;
  - (iv) ability to meet production standards set by the Employer.
- (e) Upon completion of the probationary period seniority shall be effective from the original date of employment and employee status shall be regarded as permanent.

#### 9.07 Part-time Employees

##### (a) Definition

- (i) Part-time employees shall be defined as any employee not working a regular 40 or 37 1/2 hours work week and shall be paid in accordance with the rate applicable in the Schedule under which the employee is working.
- (ii) Part-time positions shall be posted except as amended by Article 15.01.

##### (b) Regular Part-time

- (i) A regular part-time employee shall be defined as an employee who works (or is expected to work) 880 hours or more in a twelve (12) month period.
- (ii) Upon completion of his or her probationary period, a regular part-time employee's seniority shall be effective from the first day of the above noted twelve (12) month period.

- (iii) Regular part-time employees who work less than 880 hours in a twelve (12) month period, for a period of time exceeding four (4) weeks, shall become irregular part-time employees.
- (iv) At the time of his or her appointment to a regular part-time position, an employee may choose to receive benefits under the Collective Agreement including vacations, all paid leaves of absence and the benefit plans included in Article 23. Sick leave, vacation leave, weekly indemnity, statutory holidays and paid leaves of absence shall be earned on a prorated basis.

The employee's use of vacation and sick leave is based on the average hours he or she has worked in the previous six (6) months.

- (v) Regular ~~part-time~~ employees who do not choose to receive the benefits identified in part (iv) will receive 12% of gross pay in lieu of those benefits.
- (vi) Pension entitlements will be prorated on the basis of hours paid (excluding overtime).

(c) Irregular part-time employees working on an as required basis shall be entitled to 12% of gross pay in lieu of all benefits including vacations and statutory holidays. These employees shall not accrue seniority. However, the Union executive members and shop stewards shall have access to a list of such employees that provides the hours, departments, and classifications worked.

(d) Minimum Hours of Work.

Employees shall be scheduled for a minimum of four (4) hours except for irregular part-time employees who

- (i) are students reporting for work on a school day, or
- (ii) provide training or instruction in a recreational activity.

**\*9.08 Limited Duration Employment**

Limited duration employees shall be defined as employees working a regular 40 or 37 1/2 hour work week under the following conditions:



- (a) For work of a specific and limited duration for a period of up to six (6) months with advance notification to the Union President. Vacancies that are for two (2) months or more shall be posted. Vacancies that are for less than two (2) months may be filled without posting. New employees who have worked for more than one hundred twenty (120) days in a twelve (12) month period and have completed a probationary period shall become permanent. Upon completion of his or her probationary period, a limited duration employee's seniority shall be effective from the first day of the above noted twelve (12) month period.
- (b) For the replacement of an employee who is absent because of vacation, sick leave, maternity leave or other leaves of absence. Vacancies that are for less than two (2) months may be filled without posting providing:
  - (i) A qualified ~~employee~~ within the Bargaining Unit Local will be given the opportunity to ~~replace~~ the absent employee where transferring the employee does not unduly affect operational requirements. Such employee shall return to their former position at the conclusion of their temporary assignment and shall continue to accumulate seniority.
  - (ii) Where ~~two~~ or more employees are qualified, then the senior employee will be appointed.
  - (iii) Vacancies created by appointment of existing employees will be filled either internally or externally at the Employer's option.
- (c) Except as modified by this Article, limited duration employees will be entitled to the same provisions of the Agreement that they would have had, had they been regular employees. Limited duration employees may be required to complete the temporary assignment for which they were hired prior to filling another job for which they were selected where they were successful in bidding on a vacancy.
- (d) Employees hired for limited duration employment will accumulate seniority in accordance with Article 9.06.
- (e) Employees promoted or transferred by mutual agreement of the parties to a position for a definite and limited time period for the purpose of training only, shall be permitted to return to their former position at the conclusion of their temporary job and shall continue to accumulate seniority.
- (9) Except in the case of a regular full or regular part-time employee who ~~fills~~ a limited duration position, limited duration employees who fill positions that are for:

- (i) less than six months shall receive a percentage in lieu of benefits in accordance with Article 9.07 (c)
- (ii) six months or more may receive benefits in accordance with Article 9.07 (b)

#### 9.09 Job Sharing

The Employer and the Union agree that where a Regular Full-time employee wishes to share his/her full-time position, that such job sharing agreement be mutually agreed upon using the following principles PROVIDED HOWEVER, that it is not construed as altering the existing rights and/or obligations of either party under the collective agreement, except as specifically provided herein. Each job share arrangement shall be reviewed on a case by case basis.

##### (a) General

Where a Regular Full-Time employee occupying a Regular Full-Time position wishes to share his/her position with another employee and has received formal approval from the Department Director or designate and the Union, the employee shall be entitled to do so. Employee participation in job sharing arrangements is voluntary.

##### (b) Definitions

The incumbent of the full-time position that is shared shall be called the Sharer. The employee who shares the position held by the incumbent shall be called the Sharee.

##### (c) Procedure

- (i) A Regular Full-Time Employee shall apply in writing to his/her Department Director or designate indicating the reason for the request and including the hours and days of the week the employee wishes to share. A copy of this request shall be forwarded to the Director of Corporate Services and the Union. The Sharee will be selected in accordance with Article 15 of the Collective Agreement.
- (ii) Where an employee's request is approved and results in an acceptable job sharing arrangement, the Director of Corporate Services or designate shall provide each affected employee with a letter covering the terms and conditions of the Job Sharing arrangement and signed by the Employer and Union.

- (iii) Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the Job Sharing arrangement unless otherwise varied by the terms and conditions as provided in paragraph (i) above. The workload of the Sharer's position will not be increased nor will the Sharee's position be reduced as a result of the job sharing arrangement.
- (iv) Where an employee's request is denied, he or she may request a meeting with the Union, the Department Director and Director of Corporate Services or their designates to discuss the matter.

(d) Duration

- (i) A job sharing arrangement will be for a period of 12 months. After 9 months, the arrangement will be reviewed. If the employees involved, the Department Head or designate and Union approve, the arrangement will be renewed. Otherwise, it will be cancelled.
- (ii) Subject to operational requirements, for the first twelve months of a job sharing arrangement, the Sharee may be granted a leave of absence and have the right to return to his or her own job if the job sharing arrangement ends or the Sharer opts out of it.
- (iii) Thirty days written notice shall be given by the Sharer or Sharee if they decide to opt out of the job sharing arrangement.

If the Sharee leaves the position, it reverts to a full-time position held by the Sharer. The Sharer may request a new job sharing arrangement if he or she wishes.

If the Sharer leaves the position it reverts to full-time and is posted.

(e) Benefits

While participating in a job sharing arrangement, depending upon the number of hours they work per twelve month period, the Sharer and Sharee will receive benefits or a percentage in lieu of benefits in accordance with Article 9.07 (b) or 9.07 (c).

**ARTICLE 10 - GRIEVANCE PROCEDURE**10.01 (a) Election of Stewards

The Employer acknowledges the right of the Union to appoint or elect Stewards whose duty shall be to assist any employee which the Steward represents, in preparing and presenting his grievance in accordance with the Grievance Procedure.

(b) Steward Recognition

The Union shall notify the Employer in writing of the names of the Chief Steward and each Steward and the department(s) he represents before the Employer shall be required to recognize them. The Stewards so elected or appointed shall be recognized so long as they remain employees or until their successors are chosen.

(c) Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union understands and agrees that each Steward is employed to perform full time work for the Employer and that he will not leave his work during working hours except to perform his duties under this Agreement. Therefore, no Steward shall leave his work without obtaining the permission of his supervisor and such permission shall not be unreasonably withheld. The Union agrees to keep such time away from work to a minimum.

(d) Time ~~Off~~ Due to Grievance

Representatives of the Union, in the employ of the Employer, and the grievor shall not suffer any loss of pay or benefits for the time involved in grievance and arbitration procedures during scheduled working hours.

(e) Joint Assistance

At any stage of the Grievance Procedure or arbitration, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, or representatives of the Canadian Union of Public Employees, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

**\*10.02 Grievance Procedure**

It is the intent of this Agreement to adjust as quickly as possible any complaints or difference between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement.

**Step 1**

An employee who believes he has a complaint or a difference shall discuss the complaint or difference with the immediate Management supervisor within seven (7) working days of first becoming aware of the complaint or difference.

The supervisor shall respond within five (5) working days of the discussion.

**Step 2**

A grievance not settled at Step 1 above may be referred, in writing within five (5) working days by a Union representative to the appropriate Department Director or to a nominee appointed by him. The parties shall meet as soon as possible to investigate and attempt to resolve the grievance. The Employer shall reply, in writing within five (5) working days of the date of the receipt of written referral to Step 2.

**Step 3**

A grievance not settled at Step 2 may be referred in writing by the Union to the Director of Corporate Services within five (5) working days. Arrangements for the hearing with the City Manager or his designate will be made within five (5) working days and the Employer will respond in writing within five (5) working days after the Hearing. Within five (5) days of receiving the Employer's response the Union will notify the City Manager or his designate of its acceptance or rejection of the reply.

**Step 4**

A grievance not settled at Step 3 may be referred to Arbitration within five (5) working days of receipt of notification of the City Manager's decision. Such notice shall be in writing directed to the City Manager or his designate.

**10.03 Special Grievance**

- (a) **Safety Issues** - An employee or group of employees who believe they are being required to work under conditions which are unsafe or unhealthy shall have the right to file a grievance at step 2 of the grievance procedure.
- (b) **Selection** - The processing of a grievance dealing with selection will begin with step 2.

- (c) Discipline - The processing of a grievance dealing with suspension, demotion or termination will begin with step 3.
- (d) Policy - Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a policy grievance which affects more than one department, step 1 and 2 of the grievance procedure may be bypassed.
- (e) Sexual Harassment - The Employer agrees that an employee has the right to work without sexual harassment. A claim of sexual harassment by an employee shall be considered as a grievance and shall be filed at Step 3 of the grievance procedure.

Grievances begun at step 2 or 3 shall be initiated within seven (7) working days of the employee(s) first becoming aware of the issue(s) being grieved.

#### 10.04 Time Limits

All time limits may be extended by mutual agreement of the Employer and the Union.

### **ARTICLE 11- ARBITRATION**

#### 11.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party of the Agreement, and shall indicate whether a single arbitrator or a three (3) person arbitration board is preferred.

The request shall also include: the party's suggestions for a single arbitrator; or, alternatively, the name and address of the party's nominee to a three (3) person arbitration board. Within five (5) days thereafter, the other party shall respond in writing. In the case of a three (3) person arbitration board, the other party shall indicate the name and address of its nominee to the board. The two nominees shall then select a chair.

#### 11.02 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a Chair within seven (7) days of their appointment, the appointment shall then be made by the Minister of Labour upon the request of either party.

**11.03** Board Procedures

The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the question or difference submitted to it and render a written decision.

**11.04** Decision of the Board

The decision of the majority shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

**11.05** Disagreement on Decision

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 seven (7) days of receipt of the application.

**11.06** Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of the arbitrator it appoints;
- (b) One-half (1/2) the fees and expenses of the Chairman.

**11.07** Amendment of Time Limits

The time limits fixed in the arbitration procedure may be extended by consent of the parties to this Agreement.

**11.08** Witnesses

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 material witnesses and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

**11.09** Section 103 of the Labour Relations Code

- (a) The parties by mutual agreement may invoke Section 103 of the Labour Relations Code to facilitate the settling of grievances.
- (b) If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, VINCE READY, or a substitute agreed to by the parties, shall, at the request of either party:
- (a) investigate the difference;
  - (b) define the issue in the difference; and
  - (c) make written recommendations to resolve the difference,

Within thirty (30) days of the date of receipt of the request; and, for those ~~thirty (30) days~~ from that date, time does not run in respect of the grievance procedure.

The Minister of Finance, on the Minister's requisition, shall pay out of the consolidated revenue fund one-third (**1/3**) of the cost incurred by the parties for payment of reasonable remuneration, travelling and out-of-pocket expenses of the person named or his substitute.

- (c) If VINCE READY is unavailable, the following list, in this order, shall be utilized:
1. Stephen Kelleher;
  2. David McPhillips;
  3. Judi Korbin.
- (d) Where a Section 103 Hearing rather than arbitration has been implemented, the decision shall be final, binding and enforceable on all parties.

**11.10** Expedited Arbitration

- (a) In order to facilitate the timely resolution of grievances, the parties by mutual agreement may agree to an expedited arbitration hearing. All grievances may be considered suitable, with the following exceptions: grievances where a preliminary objection will be tendered; grievances requiring more than **1** witness for each party; or hearings where either party uses a lawyer as counsel.



- (b) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve matters. The arbitrator shall agree, in advance of his or her selection, to provide a decision within five (5) working days of the hearing.
- (c)
  - (i) Written decisions shall be limited to five (5) pages.
  - (ii) The decision of the Arbitrator shall be final and binding on both parties.
  - (iii) Decisions shall not be precedent setting.
  - (iv) Decisions may be appealed in accordance with section 99 of the Labour Relations Code or the pertinent section of any legislation that supersedes or amends the Code.
- (d) A grievance may be removed from the expedited arbitration process and forwarded to regular arbitration provided notice is given to the affected party at least one week prior to the scheduled hearing.
- (e) All costs of an expedited arbitration shall be split equally by each party, except for cancellation fees arising from a decision by one party to proceed to regular arbitration. In that case, the party who refers the grievance to regular arbitration shall bear the full cost of cancellation fees.

## **ARTICLE 12 - DISCHARGE OR SUSPENSION**

### **12.01 Discharge or Suspension Procedure**

A regular employee may be suspended or discharged **only** for just cause. An employee, on completion of the probationary period, may be dismissed for just cause upon the authority of the City Manager or designate. The procedure for initiating discharge or suspension shall be as follows:

- (a) The employee to be suspended or discharged shall be relieved of duties, with pay terminating at time of relief of duties. Relief of duties will be by either the Department Head, Operations Manager, Divisional Supervisor, Foreman, Assistant Foreman or Charge Hand whichever is the most senior present at the time disciplinary action is initiated.

All letters of reprimand or discharge will be signed by management personnel.

- (b) An employee to be suspended or discharged shall return to work at the commencement of his next regular shift unless the offence is of an extremely serious nature. The employee shall continue to work until the incident has been investigated by the Employer and the Union and discussion has taken place between the Union, the employee and the Employer, such time not to exceed five (5) working days. Following joint discussion between the Union, the employee and the Employer and within ten (10) working days of the initial relief of duties, the employee shall be advised, in writing, of the disciplinary action to be taken.

If a grievance is initiated, unless the offence is of an extremely serious nature, the employee will not be suspended or discharged until Step 3 of the grievance procedure is concluded.

#### 12.02 Reinstatement

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 and shall be compensated for all time lost in an amount equal to his normal straight time earnings during the pay period 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.

#### 12.03 Information

The Employer agrees to give written particulars of any warning, censure, suspension, dismissal or other disciplinary matters to the Union.

#### \*12.04 Progressive Discipline

Documented verbal reprimands shall be deemed void, for the purpose of supporting discipline, after an employee has maintained a clear record with no infractions for 12 months of active employment.

Written reprimands shall be deemed void, for the purpose of supporting future discipline, after an employee has maintained a clear record with no infractions for 18 months of active employment.

Suspensions shall be deemed void, for the purpose of supporting future discipline, after an employee has maintained a clear record with no infractions for 30 months of active employment.

The disciplinary record of an employee or former employee shall not be shared in any manner with any other employer or agency, without the prior written consent of the employee concerned, unless the release of information is required by statute, regulation, or Court or Board Order.

### **ARTICLE 13 - HOURS OF WORK**

#### **13.01 Work Week and Working Hours (Schedule "A")**

Except as modified by Schedule "D", the normal work week shall be from Monday to Saturday inclusive and shall constitute forty (40) hours in five (5) consecutive days.

- (a) The normal working hours in a work week shall be nine (9) consecutive hours between the hours of 7:00 a.m. and 6:00 p.m. with one (1) hour off for lunch. The lunch break may be decreased to one-half (1/2) hour upon agreement of both parties. There shall be no change to the agreed lunch break schedule without prior consultation of both parties. The hours of commencement of work shifts and lunch breaks shall be determined by the Operations Manager and continue for five (5) days.
- (b) By mutual agreement between the employee and the supervisor, start times to 5:00 a.m. may be scheduled for special maintenance and construction projects. Such agreement shall not be unreasonably withheld.
- (c) Other arrangements may be made upon mutual agreement between the Union and the Employer.

#### **13.02 Work Week and Working Hours (Schedules "B" & "C")**

- (a) Except as provided in Schedule "D" attached hereto, the regular hours of work for employees working a thirty-seven and one-half (37-1/2) hour work week shall be 8:30 a.m. to 5:00 p.m. including one (1) hour off for lunch, Monday to Friday inclusive and for employees working a forty (40) hour work week shall be 8:00 a.m. to 5:00 p.m. including one (1) hour off for lunch. The lunch break may be reduced to one-half (1/2) hour upon agreement of both parties.
- (b) Other arrangements may be made upon mutual agreement between the Union and the Employer.
- (c) The Employer agrees, in consultation with the Union, to post in appropriate places the working schedule of each department.

**13.03 Lack of Work - Minimum Pay**

In the event of a full-time employee starting work in any day and being sent home he shall be paid for a minimum of five (5) hours. In the event that a full-time employee reports for work but is sent home before commencing work, he shall be paid for three (3) hours at regular rates.

**13.04 Break Period**

All employees shall be permitted a ten (10) minute rest period both in the first half and the second half of a shift that is at least six hours long.

Employees who work twelve (12) hour shifts shall be permitted a ten (10) minute rest period every four (4) hours.

**13.05 Shift Break and Duration**

There shall be a full nine (9) hours break between shifts when shift periods are changed. In the event an employee is assigned a shift change without the required nine (9) hour break between the regular working hours of the shifts, he shall be paid at the rate of two (2) times his regular rate of pay for the entire shift worked after the deficient break.

**13.06 Shift Changes**

**When** an employee changes shifts within Schedule "A", that employee shall suffer no loss of wages. When an employee changes shifts within or between Schedules "B" and "C", that employee shall suffer no loss of wages.

Therefore, if a shift is changed which results in the employee working only nine (9) days in a pay period, the employee will be paid a regular ten (10) day payment sum.

However, if the employee's shift is again altered within a nine (9) month period which necessitates the employee working eleven (11) days in a two (2) week pay period, the Employer shall not be required to pay for the additional day worked. The employee will be paid a regular ten (10) day payment sum.

Upon request, the employee shall be given a copy of their time sheet when their shift is changed. An employee bumping into a position with a different shift shall be paid for the days worked at regular pay.

**13.07 Notice of Shift Change (Schedules "B" & "C")**

Twenty-four (24) hours notice should be given before change in scheduled shift.

**ARTICLE 14 - OVERTIME****14.01 Overtime Rates on Weekdays**

All time worked beyond the regular workday or beyond the regular work week shall be deemed to be overtime until a break of seven (7) hours occurs. Overtime at one and one-half (1-1/2) time ~~will~~ be paid for the first ~~two~~ (2) hours immediately following the termination of the regular work day. Double time (**2T**) shall be paid for any time worked after the ~~first~~ two (**2**) hours following termination of the regular work day. Providing the ~~employee~~ <sup>employee</sup> has been advised overtime work is required prior to the end of his regular work day, the return to work immediately after a granted meal break does not constitute a call ~~out~~ and the meal break shall not be considered as working time.

**14.02 Overtime on Days of Rest**

All time worked on an employee's day of rest shall be paid at double the standard rate of pay for every hour worked.

**14.03 Sharing of Overtime**

Overtime opportunities will be distributed as equally as practicable among employees in the same department or division, job classification and shift. It is understood that nothing in this clause shall require payment for overtime hours not worked. Management shall make monthly checks to see that overtime opportunity is being distributed and, on a quarterly basis, shall provide the Union with a list of employees and overtime worked.

**14.04 Minimum Call Back Time**

Every employee who is called out and required to work in an emergency outside his regular working hours shall be paid for a minimum of two (**2**) hours at double his regular hourly rate of pay. ~~If the call out is~~ immediately preceding the commencement of the regular working day, the employee shall be paid double time (**2T**) only for the time worked prior to the commencement of his regular work day. Call out shall not be considered as a shift.

All call out ~~starts~~ fifteen (15) minutes prior to the employee arriving at work. Minimum time actually worked during call out then becomes one and three-quarters (1-3/4) hours.

Call out overtime prevails when an employee reports for and works overtime during a period of time not immediately following completion of his regular working hours.

**14.05 Meal Allowance**

An employee required to work four (4) or more consecutive hours overtime, after a regular shift, or four (4) or more consecutive hours on call out shall be provided with a meal allowance of ten (10) dollars by the Employer. However, meal breaks will not be calculated as overtime.

**14.06 Shift Premiums Applicable**

Shift premiums will apply to overtime hours worked in conjunction with a shift qualifying for shift premiums, but such premiums shall not be computed in the overtime rates. Shift premiums do not apply to call outs.

**14.07 Overtime During Layoffs**

There shall be no extended amount of scheduled overtime worked in any operation while there are employees on layoff in the same or similar type of operations and who are qualified to perform the available work.

**\*14.08 Banked Overtime**

- (a) For overtime worked, the employee may be paid in ~~cash~~ or may choose to bank the time at the appropriate overtime rate, and the time sheet must indicate ~~the~~ choice.
- (b) Payroll will review employees' banked overtime as of the last day of the pay period in which October 31<sup>st</sup> falls. Employees' banked overtime in excess of ten working days shall be paid out on the following paycheque.
- (c) Time ~~off shall~~ be taken at a time mutually agreeable to the employee and Employer, and time may be taken in days or partdays.
- (d) Upon **14** days written notice, an employee with banked overtime may request pay-out of the total amount or any portion of it.
- (e) For payout or retention of banked overtime upon layoff, see Article 16.04(b).

**ARTICLE 15 - PROMOTIONS AND STAFF VACANCIES****\*15.01 Postings**

- (a) Except as otherwise provided in this agreement, when a new position is created in accordance with Article 24 or a vacancy occurs in an established position, within the scope of the Bargaining Unit, the employer shall notify the Union in writing and post notice on all bulletin boards for a minimum of seven (7) working days prior to the closing of the competition. Applications to posted positions shall be in writing.
- (b) Job postings shall contain the following information: nature of position, required knowledge and education, ability and skills, shift and salary rate or range.
- (c) Where practical, when the employer wishes to fill vacancies arising from normal retirement, vacancy notices shall be posted sixty (60) days prior to the employee's retirement date.
- (d) The employer shall post all vacancies except irregular part-time and limited duration vacancies of less than two (2) months.

**15.02 Selection**

- (a) In all cases of promotion (except promotions to positions excluded from the Bargaining Unit) or in filling vacancies, lateral transfers or new positions created, the following factors will be considered:
  - (i) length of continuous service; and
  - (ii) qualification and ability to perform the work,

When the factors of qualifications and ability to perform the work are relatively equal, length of continuous service shall govern.
- (b) If there are no internal applicants who qualify for selection, the Employer may, at its option, without re-posting, choose to select an applicant with less than the required qualification provided that, where two (2) or more applicants are relatively equal in qualifications, preference shall be given to the senior.
- (c) If there are no internal applicants who qualify for selection, the Employer may, at its option, fill the vacancy by hiring outside the bargaining unit. Such outside hire will not have less qualifications than was required of internal applicants.

- (d) The employer will make every reasonable effort to finalize all selections within 10 working days of posting closure.
- (e) The successful and all internal applicants shall be advised of the appointment concurrently.
- (f) A successful applicant for any job posting may be held in his present job up to 30 working days from date of selection. Upon assumption of the new job or after 15 working days from the date of selection, whichever shall first occur, the employee will receive the appropriate salary adjustment for his new job. The above time limits may be extended by mutual agreement.
- (g) An employee selected to a position shall not be eligible to apply for another position within the same job classification for a one (1) year period. Employees accepted into positions in the same classification will not be subject to the probation period.

#### 15.03 Probationary Period

The successful applicant shall be placed on probation for a period of up to three (3) months or, in the case of part-time employees, the lesser of five hundred (500) working hours or six (6) calendar months. Conditional on satisfactory service, such trial promotion shall become permanent at the Employer's discretion, so long as the probationary period does not extend beyond three (3) months or, in the case of part-time employees, the lesser of five hundred (500) working hours or six (6) calendar months. If, for any reason, during the probationary period the employee does not remain in the new position, the employee shall revert to his original position without loss of seniority. The probationary period may be extended by mutual agreement.

#### 15.04 Previous Experience

In confirming appointments or promotions to permanent positions, or in engaging limited duration or probationary employees, consideration shall be given to previous experience in the same or similar work in establishing the rate of pay of the employee within the salary range for the particular position concerned.

#### 15.05 Union Notification

- (a) The Employer will provide to the Union President:
  - (i) A copy of each current job posting as the notices are posted;
  - (ii) A letter which advises the final disposition of that posting, including names of unsuccessful applicants;



- (iii) If a posting is cancelled, written notification including reasons shall be forwarded to the Union President and Chief Shop Steward.
- (b) The Union will be notified within seven (7) working days of all appointments, hirings, layoffs, rehiring and terminations of employment and the effective date.

## **ARTICLE 16 - LAYOFFS AND REHIRINGS**

### **16.01 Layoff and Rehiring Procedures**

#### **(a) Role of Seniority in Layoffs**

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of layoff, employees shall be laid off in reverse order of bargaining-unit-wide seniority, subject to qualification and ability of the employee and the nature of the work available. An employee about to be laid off may bump a junior employee at an equal or lesser classification or rate of pay with less seniority, providing the employee exercising the right has the qualification and ability to perform the work of the employee with less seniority. The employee bumped will be the one with the least seniority within the classification. Bumping upward is not permitted. When conditions permit, an employee who has exercised bumping rights shall be entitled to return to his original position.

#### **(b) Recall Procedure**

Employees shall be recalled to positions which they are capable of performing in the order of bargaining-unit-wide seniority.

#### **(c) No New Employees**

No new employees shall be hired to fill any vacancy or occupy a new position until laid off employees within the bargaining unit have been given an opportunity of recall in accordance with the provisions of Article 16.05.

### **16.02 Notice of Layoff**

- (a) Where the period of layoff will be less than thirteen weeks, unless any legislation is more favourable to the employees, the Employer shall provide written notification to full-time employees who are to be laid off, ten (10) working days prior to the effective date of the layoff if employed by the month, or five (5) working days if employed by the hour.

Where the period of layoff will exceed thirteen weeks, the Employer shall not lay off an employee without giving the employee in writing at least two (2) weeks notice where the employee has completed a period of employment of at least six (6) consecutive months, and after completion of a period of employment of three (3) consecutive years, one (1) additional weeks notice, and for each subsequent completed year of employment, an additional weeks notice, up to a maximum of eight (8) weeks notice.

An employee who is recalled for short term employment of up to three (3) months shall receive five (5) days notice of layoff.

Notwithstanding the above, notice shall not be required in the following circumstances:

- (i) the employee is discharged for just cause;
  - (ii) the employee is offered alternative employment with the City and has refused such employment.
- (b) The period of notice shall not coincide with the employee's annual vacation.
  - (c) When the Employer lays off an employee he may, instead of notice required to be given under 16.02(a), pay the employee severance pay equal to the period of notice required. Payment under this clause does not relieve the Employer from making any other payment to which the employee is entitled under the Employment Standards Act or the Collective Agreement.
  - (d) When a layoff exceeds twelve (12) months, the employee is deemed to be terminated.
  - (e) The employee shall notify the Employer ten (10) working days before terminating employment if employed by the month or five (5) working days if employed by the hour.
  - (f) If more than three (3) days sick leave is requested during notice of layoff period, a Doctor's Certificate may be required.
  - (e) The Employer may consider a request for voluntary layoff during times of staff reduction, provided it will not adversely affect the work schedule.

**\*16.03** Continuation of Benefits

The Employer agrees to pay its share of the monthly premium up to three (3) months to the Medical Plan, Extended Health Plan and Dental Plan, for employees with one (1) or more years of service being laid off. In the event of a longer layoff, employees so affected will be given the right to continue their medical extended health and dental plan coverage. Affected employees will be responsible for 100% of the plan premiums. The premiums arrear while the employees are on layoff and, after they've returned to work, are deducted from their paycheques on a one benefit per pay period basis.

**16.04** Retention of Benefits

- (a) An employee being laid off and re-employed within twelve (12) months shall retain previous benefits earned in connection with vacations and other benefits based on length of service.
- (b) An employee being laid off for a short period of time, not expected to exceed thirty (30) working days, shall have the option of pay out or retention of earned vacation and banked overtime.

**16.05** Rehiring Procedure

The Employer shall notify the employee by registered mail to return to work and the employee shall, within ten (10) calendar days of mailing such notice, return to work or make satisfactory arrangements to do so. Failure to return to work or to make satisfactory arrangements to do so, will result in loss of seniority in accordance with Article 9.04(d).

The notice shall be mailed to the last known address and it shall be the responsibility of the employee to keep the Employer informed of his current address.

**16.06** Previous Experience

When the Employer needs to hire new employees, consideration will be given to applicants who were CUPE members with previous municipal experience.

**ARTICLE 17 - HOLIDAYS****17.01 Statutory Holidays**

Employees covered by this Agreement are entitled to a holiday with pay on the following days:

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

and any other day proclaimed by the Federal, Provincial or Municipal Government as a holiday for the general public.

**17.02 Eligibility**

- (a) All employees, except as provided in Article 9.07 (c) with fifteen (15) days of service shall qualify for pay for the holidays identified in 17.01.
- (b) Regular part-time employees and employees on layoff or leave of absence without pay for any reason shall receive pro-rated statutory holiday pay calculated in accordance with the regulations pursuant to the 'Employment Standards Act'.

**17.03 Payment Procedure**

Payment for statutory holidays will be made to qualifying employees as follows:

- (a) If a statutory or declared holiday falls or is observed during the qualifying employee's annual vacation he shall be granted an additional day's vacation for such holiday in addition to his regular vacation time.
- (b) If a statutory or declared holiday falls or is observed on a day upon which a qualifying employee is not ordinarily employed he shall not be paid for that holiday but shall be entitled to one (1) day with pay in lieu thereof and this shall be taken on the first (1st) working day after the holiday. For employees engaged in the Leisure Services Department (with the exception of the Parks Division) and the R.C.M.P., this shall be taken before, or with the employee's annual vacation or by mutual agreement, at the next convenient weekend off to provide the employee with a three (3) day weekend.

- (c) A qualifying employee who is required to work on a statutory holiday shall be paid at the rate of double time (2T) of his standard rate of pay for every hour worked in addition to his regular holiday pay, or take time off at a rate of double time (2T) to be scheduled by mutual agreement in accordance with the conditions of Article 14.08.

**\*ARTICLE 18 - VACATIONS**

**18.01 Definitions and Entitlement**

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation year" means the twelve (12) month period ending on the "anniversary date of employment", in each calendar year.
- (c) Vacation credits shall be earned by all employees, except those on layoff, unpaid leave of absence in excess of two (2) weeks, absence on WCB in excess of two (2) months, or weekly indemnity in excess of two (2) months.

Vacation Entitlement

<u>During the Calendar Year of Service</u>	<u>Per Year In Days</u>	<u>Per Pay Period In Hours (Approx.)</u>		<u>Vacation Pay As Percent Of Gross Salary</u>
		<u>7.5 Hour Working Day</u>	<u>8 Hour Working Day</u>	
1st	10	2.87	3.07	4.0%
2nd through 5th	15	4.31	4.60	6.0%
6th through 14th	20	5.75	6.13	8.0%
15th through 19th	25	7.19	7.67	10.0%
20th and over	30	8.62	9.20	12.0%

Vacation Entitlement (Effective January 1, 2006)

<u>During the Calendar Year of Service</u>	<u>Per Year In Days</u>	<u>Per Pay Period In Hours (Approx.)</u>		<u>Vacation Pay As Percent Of Gross Salary</u>
		<u>7.5 Hour Working Day</u>	<u>8 Hour Working Day</u>	
1st	10	2.87	3.07	4.0%
2nd through 5th	15	4.31	4.60	6.0%
6th through 13th	20	5.75	6.13	8.0%
14th through 19th	25	7.19	7.67	10.0%
20th and over	30	8.62	9.20	12.0%

Vacation Entitlement (Effective January 1, 2007)

<u>During the Calendar Year of Service</u>	<u>Per Year In Days</u>	<u>Per Pay Period In Hours (Approx.)</u>		<u>Vacation Pay As Percent Of Gross Salary</u>
		<u>7.5 Hour Working Day</u>	<u>8 Hour Working Day</u>	
1st	10	2.87	3.07	4.0%
2nd through 5th	15	4.31	4.60	6.0%
6th through 12th	20	5.75	6.13	8.0%
13th through 19th	25	7.19	7.67	10.0%
20th and over	30	8.62	9.20	12.0%

(d) - Upon fourteen (14) days written notice employees shall receive on the last office day preceding the commencement of their annual vacation any cheque which may fall due during the period of their vacation. For the purpose of vacation pay advances, annual vacation shall be defined as a vacation period during which an employee uses at least ten (10) days of his vacation credits. If due to unusual circumstances such notice was unable to be given and upon seven (7) days notice, the Employer will try to accommodate the request for the vacation cheque.

Vacation pay shall be paid at the employee's regular rate of pay in effect immediately prior to the vacation taken. All employees shall be entitled, at the completion of each vacation year, to the difference in pay between their regular rate of pay and their percentage of gross salary entitlement as stated in the above chart. Such payment shall be made in a lump sum to each employee not later than thirty (30) days following the completion of the employee's vacation year.

- (e) All vacation requests for the months of June to September inclusive shall be submitted in writing by April 1st, each year and the vacation schedule will be posted on bulletin boards or employees may individually be notified in writing no later than April 16th. For all other months, the written request will be submitted sixty (60) days prior to the vacation period and answered in writing no later than fifteen (15) days after such request is submitted.

A shorter time period will be considered if the request is agreeable with Management and does not prevent other employees from taking their requested vacation.

In the case of overlapping of vacation requests submitted within the time limits set out, which in Management's opinion would dilute the work force too greatly, preference in choice of vacation dates shall be determined by seniority of service. In no instance shall the vacation period be any less than ten (10) consecutive working days, unless otherwise requested by the employee, provided the employee has earned the required vacation credit.

- (9) Vacation entitlement may be taken in the month in which it is accrued.
- (g) No employee may continue to work and draw vacation pay in lieu of taking vacation.
- (h) An employee may carry over into the next vacation year a maximum of ten (10) days.
- (i) Management will consider and grant vacation carry-over requests so long as the work schedule is not unduly affected and Section (e) is adhered to.

#### 18.02 Adjustment on Termination

In all cases of termination of service for any reasons, adjustment will be made for any overpayment or underpayment of vacation entitlement at date of termination.

**ARTICLE 19 - SICK LEAVE****19.01 Sick Leave Defined**

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled and includes time *off* for visits to chiropractor, physician or dentist and where the employee is quarantined by Health Regulations or because of an accident for which compensation is not payable under the Workers' Compensation Act.

**19.02 Amount of Sick Leave**

After completing the probationary period with the City, all employees shall receive necessary sick leave equivalent to one and one-quarter (**1%**) days for each month worked, retroactive to the day of commencement. Unused sick leave shall be cumulative to a maximum of one hundred and seventy-two (**172**) days. A deduction shall be made from accumulated sick leave for all regular working days (exclusive of holidays and vacation) absent for sick leave as defined above.

**19.03 Proof of Illness**

A Doctor's Certificate shall be provided by the employee when claiming sick leave in excess of three (3) consecutive working days if requested by the Employer. The Employer shall pay the cost of the doctor's certificate. The Union, through its Shop Stewards, and Management agree to work together in solving problems with employees abusing sick leave.

**19.04 Notification**

Employees working in the Leisure Services Department claiming sick leave shall notify their Divisional Manager or Foreman or Supervisor one (**1**) hour prior to the commencement of their shift on the day in which the sick leave is being claimed, except when not reasonably possible. All other Schedule "B" and "C" employees claiming sick leave shall notify the Employer not later than the time of commencement of their shift. Schedule "A" employees claiming sick leave shall notify their Foreman or Supervisor one (**1**) hour in advance of commencement of their shift. In the event the Foreman or Supervisor cannot be contacted, a message shall be placed on the Public Works telephone tape number, **561-7600**, indicating the employee's name, division, reason for request and time of notification. Schedule "A", "B" and "C" employees must call in on each working day of their illness unless their date of return to work is previously known and they have advised their supervisor.



**19.05** Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence or layoff, he shall not receive sick leave credits for the period of such absence, but shall retain his accumulated credits, if any, existing at the time of such leave or layoff.

**19.06** Sick Leave Without Pay

Sick leave without pay may be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

**19.07** Sick Leave Records

A record of all unused sick leave will be kept by the Employer.

**19.08** Cash Payment

- (a) As an incentive to accumulate sick days during an employee's tenure of employment, the following schedule of payout of accumulation of sick days shall apply:
- (i) On termination - twenty-five percent (25%);
  - (ii) As an incentive for early retirement between fifty-five (55) and sixty-five (65) years, with a minimum of ten (10) years service with the Employer - fifty percent (50%);
  - (iii) Retirement at maximum retirement age, with a minimum of ten (10) years service with the Employer - fifty percent (50%).
- (b) The employee may request payment of accrued sick leave as:
- (i) a lump sum payment at the time of termination or retirement; or
  - (ii) held over to the next taxation year; or
  - (iii) converted into a paid pre-retirement vacation equivalent.

**19.09 Supplementation of Compensation Award**

- (a) All employees shall be covered by the Workers' Compensation Act. An employee with accrued benefits prevented from performing his regular work with the Employer on account of an occupational accident that is covered by the Workers' Compensation shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and his last rate of pay. Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement, for as long as accrued benefits permit. On approval of the insurable claim and payment of W.C.B. cheque to the Employer, the employee's accrued benefits will be credited in the appropriate amount.
- (b) To receive his regular salary, the employee shall assign the W.C.B. cheque to the Employer. The difference in remuneration between the employee's regular salary and the W.C.B. benefits shall be deducted from accrued benefits.
- (c) Where the employee has no accrued benefits or has used up those that were available, then the W.C.B. cheque shall be paid directly to the employee.
- (d) An employee receiving payment for a compensable injury under Workers' Compensation shall be entitled to all benefits under this Collective Agreement for a maximum period of three (3) months from the expiry date of accrued credits. Seniority only shall continue until the W.C.B. decision awarding an employee a pension or the employee is declared unfit to return to work.
- (e) While on Workers' Compensation, the employee benefit premiums shall be paid in accordance with the provisions of the Collective Agreement.
- (9) For Income Tax purposes the Employer agrees to provide a letter stating the total compensation the employee has received from the W.C.B. for the year.

**19.10 Family Illness**

In the cases of illness of the spouse or a child of an employee, when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying the Employer, to use up to a maximum of three (3) consecutive days at any one time of accumulated sick leave for this purpose.

**19.1 ■ Sick Leave Reimbursement**

Where any employee receives reimbursement for lost salary from any third party for any absence, the employee shall reimburse the employer for all equivalent sick leave paid during such absence and the employee shall be re-credited any sick leave credits.

**ARTICLE 20 - JOB SECURITY****20.01 Equipment Hiring and Replacement**

The Employer shall utilize City-owned equipment and operators to the fullest extent possible. Private equipment will not be hired when the regular qualified employees and City equipment are available to perform the work required by the Employer.

A copy of the Capital Acquisitions section of the Provisional Budget which details proposed fleet acquisitions and deletions shall be given to the Union immediately after presentation to City Council, and management will explain the intent to the Union. Any equipment changes outside the yearly adopted budget shall be communicated to the Union prior to the change.

**20.02 Contracting Out**

In order to provide job security for the members of the Bargaining Unit, the Employer agrees that no employees shall lose their job as a result of contracting out.

With written consent of both parties, a service performed by the municipality may be tendered, and if as a result of award of such contract working employees are displaced, the provisions of Article 20.03, Technological Change, shall apply.

**20.03 Technological Change**

- (a) The Employer will give to the Union at least ninety (90) days notice of any intended technological change that:
  - (i) affects the terms and conditions, or security of employment of employees to whom this Collective Agreement applies; and
  - (ii) alters significantly the basis upon which the Collective Agreement was negotiated.

- (b) An employee rendered redundant or displaced by technological change shall be given an opportunity to fill any vacancy for which he is senior and qualified. If no vacancy exists, such employee shall be laid off in accordance with Article 16.01.
- (c) Where new or greater skills are required than under the present methods of operation, the Employer shall make reasonable effort to retrain such employees over a period not to exceed one (1) year. The employees' rate of pay defined in the Collective Agreement shall not be reduced during the training period. Rates of pay for the new position shall be negotiated between the parties in accordance with Article 24.
- (d) No additional employees shall be hired by the Employer in the department in which technological change has been introduced until the employees affected by the change are allowed a reasonable training period to acquire the necessary knowledge or skills to retain their position. This clause does not apply to the hiring of employees on a temporary basis to train present employees.
- (e) During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) parties to this Collective Agreement.
- (f) Where the dispute cannot be settled in direct negotiations, the matter may be referred by either party directly to an arbitration board pursuant to Article 11 of this Agreement, bypassing all other steps in the grievance procedure.
- (g) The arbitration board shall decide whether or not the Employer has introduced or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the arbitration board may make any one or more of the following orders:
  - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
  - (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;
  - (iii) that the Employer reinstate any employee displaced by reason of technological change;

- (iv) that the Employer pay to that employee such compensation in respect of his displacement as the arbitration board considers reasonable.

## **ARTICLE 21 - LEAVE OF ABSENCE**

### **21.01 Leave of Absence for Union Business**

- (a) Leave of absence without pay and without loss of seniority shall be granted upon fifteen (15) days written notice to the Employer for employees elected or appointed to represent the Union at executive and committee meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies, at the provincial level, Union conventions, and at the Local level.
- (b) Fifteen (15) days notice shall not be required in the case of leave of absence for the Presidents of each Local or other members elected or appointed to the B.C. Division of CUPE or the B.C. Federation of Labour, to attend emergency or unscheduled meetings. In this instance, forty-eight (48) hours notice shall be required.

### **21.02 Bereavement Leave**

On the death of a member of a regular full-time or regular part-time employee's immediate family, the employee will be granted on request an appropriate leave of absence up to a maximum of three (3) days without loss of pay. Members of the employee's immediate family are defined as spouse, parent, child, brother, sister, parent-in-law, grandparent, and grandchild.

One (1) additional day off without loss of pay may be granted when travel is required or under special circumstances.

In the case of death of an employee's spouse or child, the maximum five (5) days bereavement leave shall be granted and be separate from vacations or other approved leaves of absence.

Reasonable additional unpaid leave shall be granted on request.

### **21.03 Mourner's Leave**

Employees who request leave to participate as pallbearers or active participants in a funeral ceremony shall make such a request in writing and the Employer shall allow one (1) day leave with pay.

#### 21.04 Jury Duty

- (a) In the event of an employee being required to serve on a jury or being called for jury duty, or subpoenaed as a witness, such employee shall receive the difference between his regular earnings and the payment he receives for jury service or Court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a Court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.
- (b) When an employee is called for jury selection, jury duty or subpoenaed by the Crown as a witness on a case to be heard by the Supreme, County or Provincial Court, and the reporting time is in the forenoon, the employee need not report to work prior to the reporting hour. Immediately after being dismissed by the Court, the employee shall report to work. An employee serving such Court duty shall not be double-shifted and as such, an employee spending a full shift day in Court duty shall not be required to work that day. However, an employee spending less than a full shift day in court duty shall be required to complete the remainder of the shift day at work. The employee must notify his supervisor at least twenty-four (24) hours prior to the Court reporting time and will continue to keep his supervisor informed regarding the length of the Court assignment.

#### 21.05 General Leave of Absence

The Employer shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause. Such request to be in writing, and the employee provide at least ten (10) working days advance notice, except in emergencies. General leave shall be restricted to a maximum of two (2) weeks. Extension beyond two (2) weeks shall be granted subject to operational requirements of the Employer. Good and sufficient cause shall mean: pressing personal, family, legal and financial affairs, extended vacations or education.

#### \*21.06 Maternity and Parental Leave for Birth or Adoption

- (a) Providing that a pregnant employee is capable of performing her duties the Employer shall not deny the right to continue employment during the period of pregnancy. All requests for maternity and parental leave shall be in writing and employees will be required to stay off duty for the full amount of leave requested except as modified by 21.06 (b).

- (b) In exceptional circumstances Management may with one ~~(1)~~ month's notice accept a person back from maternity and parental leave prior to expiry of the original leave period requested.
- (c)
  - (i) Maternity leave shall cover a maximum period of fifty-two (52) weeks for the birth of a child.
  - (ii) Within ~~fifty-two~~ (52) weeks after a child's birth, a birth father shall be granted up to thirty-five (35) consecutive weeks of parental leave.
- (d) While on maternity and parental leave an employee shall retain her seniority status under this Collective Agreement.
- (e) During the period of maternity and parental leave, the Employer shall continue to pay its ~~share~~ of the Medical Services Plan, Dental Plan, Extended Health Plan, ~~Group Life~~ Insurance and Accidental Death and Dismemberment. The employees agree to pay their share of the same benefits. The employees' premiums arrear while they are on leave and, after they've returned to work, are deducted from their paycheques on a ~~one-benefit~~ per pay period basis. Employees on or returning from leave shall have the option to buy back service in accordance with the Pension Corporation's current rules and deadlines.

#### **21.07 Leave of Absence for Full Time Union or Public Duties**

- (a) The Employer recognizes the right of an employee to participate in Public Affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that the employee may be a candidate in a ~~publicly-elected~~ body. The maximum time off would be from date of nomination to the day of confirmation by the Returning Officer of the election results.
- (b) An employee elected to Federal or Provincial office shall be allowed continuous leave of absence without loss of ~~seniority~~ and without pay during his ~~term of office~~.

- (c) An employee who is elected or selected for a full time position with the Union, or any body with which the Union is affiliated, shall be granted, on two (2) months written notice to the Employer, leave of absence without loss of seniority for a period in excess of one (1) year. For periods of less than one (1) year, the Employer, on receipt of two (2) months written notice, may grant such leave to employees filling key positions who would be difficult to replace for short periods of time and the Employer agrees, in such cases, to discuss the situation with the Union. However, the employee shall give the Employer, prior to returning to the employment of the City, a written request sixty (60) days prior to the particular date. During such leave the employee shall be removed from the City payroll and the Union shall be responsible for the employee's remuneration and benefits.

21.08 Search and Rescue and Volunteer Firefighter Leave

Approved employees shall be granted three days paid leave per year (to a maximum of 15 days per year for all CUPE employees) and five days unpaid leave per year to participate in searches or fight fires within the Fraser/Fort George and Bulkley/Nechako Regional Districts' boundaries. Leave approval is subject to operational requirements but shall not be unreasonably withheld.

**ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES**

22.01 Pay Days

Employees shall be paid every second (2nd) Friday in accordance with Schedules "A", "B" and "C" attached hereto and forming part of this Agreement.

22.02 Job Classification Payment (Schedule "A")

Employees shall be paid the rate as set out in Schedule "A" for the work performed. In the event an employee is required to work in more than one (1) job classification during a shift for a period of at least two (2) hours in each classification and providing the employee is qualified to work in such classification, he shall be paid for the entire shift at the highest rate worked during that shift.



22.03 Rate Protection During Absence (Schedule "A")

Equipment operators in the categories Grades Two (II), Three (III), Four (IV) and Five (V) and Truck Drivers Grades Three (III) and Four (IV) taken off a machine due to scheduled maintenance or equipment breakdown not resulting from willful damage or negligence on the part of the operator, will be reassigned to another piece of equipment or other duties and his normal operating rate paid for a maximum period of ~~twenty-five~~ (25) regular working shifts. In the event the operator is not assigned to an alternative piece of equipment the operator may be assigned work in the City Shop and the operator will undertake to carry ~~out~~ the assigned work. If such Shop work is refused by the machine operator or truck driver, their pay will immediately revert to the pay grade for whatever work is assigned them. The City will provide spare sets of tools for operators assigned to Shop work and the operator shall be responsible for the tools while in his custody.

22.04 Transfer to Lower Classification (Schedule "A")

(a) Rate Protection

- (i) Employees with ~~less~~ than five (5) years seniority who have been continuously employed in a specific category for forty-four (44) working days or longer and who are transferred to a lower classification shall suffer no reduction in wages for a period of twenty-five (25) working days.
- (ii) Employees with more than five (5) years seniority being continuously employed in a specific category for ~~sixty~~ (60) working days or longer and who are transferred to a lower classification shall suffer no reduction in wages during the period of employment in the lower classification.
- (iii) "Days" shall be defined for the purpose of this Clause as being those days on which the employee is present at work and paid at a specific classification rate. Such qualifying days shall include statutory holidays, but not those days on which the employee worked less than six (6) hours.

- (iv) Employees who have lost their statutory qualifications to perform their duties or have been demoted as a disciplinary measure, shall not benefit from the rate protection provisions set out above but shall immediately be paid in conformance with the work being performed and with Schedule "A". On regaining statutory qualification the employee shall be returned to his job classification and pay rate provided the loss of qualification is the only such circumstance during a period of twenty-four (24) calendar months previous to the loss.

(b) Reappointment

The Employer is not required to post higher rated job vacancies when employees who have been previously qualified with the *City* or who are presently being paid for that classification are working at lower rated positions. Such appointed promotions shall be carried out consistent with the seniority provisions of the Collective Agreement.

**\*22.05 Salary Increment (Schedules B & "C")**

- (a) When an employee is promoted to a higher classification on a permanent or limited duration basis, he shall move into the new pay grade at the step that provides him with a pay increase of at least one (1) step increment.
- (b)(i) Full-time permanent employees will receive further increases in accordance with the length of service in the position set out in Schedules "B" and "C".
- (iii) Regular part-time employees and limited duration employees will also receive further increases in accordance with the length of service in the position set out in Schedules "B" and "C". Each year will be defined as 880 hours worked in the position.

**22.06 Pay When Terminating By Resignation**

The employer must pay all wages owing to an employee within six (6) days after the employee terminates employment.

**22.07 Shift Differential**

Employees who work on the afternoon shift shall receive fifty (50) cents per hour over their regular hourly rate for all hours worked. Employees who work on the night shift shall receive seventy (70) cents per hour over their regular hourly rate for all hours worked. Shift premiums will apply to overtime hours worked in conjunction with a shift qualifying for shift premiums, but such premiums shall not be computed in the overtime rates. Shift premiums do not apply to call outs.

For the purpose of determining shift differentials, an afternoon shift commences between the hours of 1:00 p.m. and 9:59 p.m. and a night shift commences between the hours of 10:00 p.m. and 4:59 a.m. All hours worked will be paid the appropriate shift premiums.

#### 22.08 Sunday Premium (Schedule "B" & "C")

A premium of five (5) percent shall apply to the regular rate of pay for all work performed on Sundays where that day falls within the employee's regular shift.

#### 22.09 Standby Pay

Employees engaged in standby emergency duty shall receive fourteen (14) hours pay at their regular rate of pay for each calendar week of standby duty. The employee shall remain within the City limits or, with the consent of his supervisor, within a reasonable distance, during the term of his standby duty, in order to carry out his duties. This consent shall not be unreasonably withheld. He shall also keep pager equipment with him at all times and shall respond promptly to any call. Regular call out provisions shall apply for emergency work performed. When a statutory holiday falls within the standby week the standby pay shall be increased by two (2) hours for each statutory holiday.

#### 22.10 Dirty Pay

Dirty pay in the amount of forty (40) cents per hour will be paid in addition to the regular rate of remuneration for a minimum payment of two (2) hours when an employee is required to work under conditions which would subject clothing and protective equipment supplied by the employee to abnormal wear and tear or subject the person of the employee to working conditions which are unusually objectionable. This would include coming in contact with hot mix asphalt, asphalt emulsions, raw sewage, sewage sludges, sandblasting or spray undercoating of vehicles, digging up graves for disinterment, bulldozing fires and repair work inside garbage truck packers. Approval of "dirty pay" shall be at the discretion of the direct management supervisor.

Up to three (3) employees engaged in the exhumation of a body or clean-up following a fatality shall be paid an additional forty dollars (\$40) bonus for such work and, following the exhumation or clean-up, shall be allowed to take the rest of the day off with pay. In addition, counselling services will be made available on paid time *for* these employees as required.

**22.11 Improvement in Qualification**

When an employee improves his qualification through any training method, whether on-the-job training or through his own efforts, he may, on or after receiving certification of qualification, apply for any vacant position arising and posted. Employees obtaining higher qualification are not entitled to bump or replace existing permanent employees by reason of improved qualification. Classification and rate of pay of an employee improving his qualification shall remain consistent with the classification in which work is actually done until assignment to a higher-rated position.

**ARTICLE 23 - BENEFITS**

It is agreed that the levels of benefits provided will be as follows and will at no time fall below the levels of benefits provided December 31, 2001, plus improvements, except by mutual agreement of the parties.

**23.01 Group Life Insurance**

- (a) Employees shall participate in mutually agreeable Group Life and Accidental Death, Dismemberment and Weekly Indemnity plans. The Employer pays eighty (80) percent and the employee pays twenty (20) percent of the monthly premium of the Weekly Indemnity plan and of the Group Life and Accidental Death and Dismemberment plan.

Dividends from the Group Life and Accidental Death and Dismemberment policy may be allowed to accrue but shall only be used for the improvement of the plan as may be mutually determined between the Employer and the Union from time to time.

- (b) Weekly Indemnity shall be 66 2/3% of weekly earnings subject to the maximum weekly rate for benefits under Employment Insurance legislation and shall be payable for a maximum of twenty-six (26) weeks. Should Employment Insurance change legislation or amend the Employer premium credit allocation, the weekly rate will be frozen and subject to normal bargaining practice.
- (c) The Life Insurance policy face value shall be **fifty-five** thousand dollars (\$55,000) death and **fifty-five** thousand dollars (\$55,000) accidental death and dismemberment for regular part-time employees and **seventy-five** thousand dollars (\$75,000) death and **seventy-five** thousand dollars (\$75,000) accidental death and dismemberment for regular full-time employees.

- (d) In case of illness, the *City* will pay Employer contributions for three (3) months after Weekly Indemnity expires or one (1) year after commencement of illness, whichever is longer.

### 23.02 Optional Life Insurance

#### (a) Employee and Spousal Optional Life

##### (i) Benefits Available

Employees may apply for optional life insurance for themselves and their spouses. Employee and spousal optional life is available in units of \$10,000. The minimum amount of insurance is \$10,000 per person and the maximum amount of insurance is \$500,000 per person.

##### (ii) Premium Cost

Employees pay premiums for employee and spousal optional life through payroll deductions.

#### (b) Dependent Optional Life

##### (i) Benefits Available

Employees may apply for dependent optional life insurance. Dependent optional life insurance provides a flat benefit of \$15,000 for each eligible dependent child.

##### (ii) Premium Cost

Employees pay premiums for dependent optional life through payroll deductions.

### 23.03 Pension Plan

Employees shall participate in the existing pension plan in accordance with the terms of the plan and in any future plan that may be entered into by mutual agreement of the parties hereto.

**23.04** Medical Insurance

The Employer shall pay eight-five (85) percent and the employee shall pay fifteen (15) percent of the premiums of the Medical Services Plan of British Columbia for all eligible employees. In case of illness, the City will pay Employer contributions for three (3) months after Weekly Indemnity expires or one (1) year after commencement of illness, whichever is longer.

**23.05** Dental Plan

The Employer agrees to provide a dental plan which will be shared between the Employer and the employee on a 80/20 basis.

Coverage shall be as follows: Plan A (Basic Services) - 100%; Plan B (Major Restorative Services) - 80%; Plan C (Orthodontics) - 50%.

Plan A covers services for the care and maintenance of teeth, including procedures to restore teeth to natural or normal function. Eligible expenses include diagnostic services, preventive services, restorative services, endodontics, periodontics, prosthetic repairs and surgical services.

Plan B covers services for the replacement of missing teeth or reconstruction of teeth where basic restorative methods cannot be used satisfactorily. Plan B includes prosthodontic and restorative services such as veneers and crowns.

Plan C covers orthodontic services. The Plan C lifetime maximum shall be \$1,750 per insured.

Dental coverage for new employees shall commence after six (6) months service.

In case of illness, the City will pay Employer contributions for three (3) months after Weekly Indemnity expires or one (1) year after commencement of illness whichever is longer.

**23.06** Employee and Family Assistance Program

The Employer shall pay one hundred percent (100%) of the cost of an agreed Employee and Family Assistance Program.

The Union agrees that all employees' Employment Insurance premium reductions or rebates shall be used by the City to assist in funding the Employee and Family Assistance Program.

**\*23.07 Extended Health Plan**

The Employer shall pay eighty (80) percent and the employee shall pay twenty (20) percent of the premiums of an extended health plan for eligible employees. Deductible is \$50 per single or family each calendar year. With the exception of vision care, reimbursement is eighty (80) percent of in-province eligible expenses and out-of-province non-emergency eligible expenses. Vision care reimbursement is one hundred (100) percent of eligible expenses. After \$1,000 has been paid for a person in a calendar year, further eligible expenses for that person within that year will be reimbursed at 100% subject to the plan maximums. Reimbursement is one hundred (100) percent of out-of-province emergency eligible expenses. The maximum amount of benefits payable for a member or dependent is \$1,000,000.

**In-Province Eligible Expenses**

The plan covers reasonable and customary charges for the following In-Province services and supplies when medically necessary, and prescribed, ordered, or referred by a physician. For further information concerning Extended Health Plan eligible expenses, please refer to your Group Benefits booklet.

- (a) Drugs and medicines dispensed by a licensed pharmacist or physician in a quantity the carrier considers reasonable.
- (b) Effective September 1, 2005 – covers prescription smoking cessation drugs. The lifetime maximum shall be \$300 per insured.
- (c) Effective January, 2006 – covers prescription birth control and provides a pay direct card.
- (d) The additional charge for semi-private or private room accommodation in a hospital and the coinsurance charge of the extended care unit of a hospital.
- (e) Emergency ambulance services.
- (f) Professional services of the following practitioners to the maximum amounts indicated per calendar year

chiropractor/naturopath combined	\$200
physiotherapist/massage practitioner combined	\$250
podiatrist	\$100
speech language pathologist	\$100
clinical psychologist	\$100
acupuncture when rendered by a physician	\$100

Private duty care by a registered nurse for a person with an acute condition in a hospital. The maximum is 720 hours of such services per calendar year.

- (g) Dental treatment by a dentist for the repair or replacement of natural teeth which is required, performed, and completed within 52 weeks after an accidental injury which occurred while covered under the extended health plan.
- (h) Medical aids and supplies – charges for the following and other services and supplies.
  - (i) custom fitted orthopedic shoes and modifications to stock item footwear to a maximum of \$500 in a calendar year period for an adult and \$300 in a calendar year period for a child.
  - (ii) hearing aids to a maximum of \$1000 in a 5 calendar year period.
  - (iii) vision care coverage of 100% of \$250/adult or dependent child per 2 calendar years.
  - (iv) Eye examination coverage 100% of \$75.00 per 2 calendar years.
- (i) Charges for standard durable medical equipment.

### **Out-of-Province Non-Emergency Eligible Expenses**

The carrier will reimburse the employee and his dependents for non-emergency eligible expenses incurred while travelling outside of British Columbia, subject to the deductible, in-province reimbursement percentage, and maximums on the same basis as if the claim occurred in British Columbia.

### **Out-of-Province Emergency Eligible Expenses**

While travelling outside of British Columbia, benefits are payable for the following expenses incurred in an emergency only: local ambulance services; hospital room charge and charges for services and supplies when confined as a patient or treated in a hospital, to a maximum of 90 days; physician, laboratory and x-ray services; prescription drugs in sufficient quantity to alleviate an acute medical condition; and other emergency services and/or supplies, if the carrier would have covered them inside British Columbia.



### **Emergency Travel Assistance (Medi-Assist)**

In emergencies which occur while the employee and his dependents are travelling, Medi-Assist will coordinate the following services: locate the nearest appropriate medical care; obtain consultative and advisory services and supervision of medical care by qualified licensed physicians; investigate, arrange and coordinate medical evacuations and related transportation needs; arrange and coordinate the repatriation of remains; replace lost or stolen passports, locate qualified legal assistance and local interpreters, and other incidental aid the employee and/or his dependent may require when in distress.

In case of illness, the *City* will pay Employer contributions for three (3) months after Weekly Indemnity expires or one (1) year after commencement of illness, whichever is longer.

#### **\*23.08 Benefits Advisory Committee**

A committee, comprised of two CUPE Local 399, two CUPE Local 1048, and four management representatives will meet quarterly, or as required, to review options for the cost-effective management of the benefit plans.

The Employer shall provide copies of the benefits contracts to the committee members.

### **ARTICLE 24 - JOB RECLASSIFICATION AND CLASSIFICATION**

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change significantly enough to warrant a review. When the duties in any classification are substantially increased or when any position not covered by schedules "A", "B" or "C" is established during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification or rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position first was filled by an employee. Existing classifications shall not be eliminated or changed without prior consultation with the Union.

**ARTICLE 25 - SEVERANCE PAY**

If, as a result of the Employer ceasing all or part of its operations, or if by reason of any changes in operating methods the Employer is unable to provide work for any employee so displaced with five (5) or more years of service, at the same regular rate of pay in comparable class of work, the employee shall be given thirty (30) days notice and severance pay on the basis of one (1) week's pay at the rate of the position last occupied for every year of completed service with the Employer.

Employees with less than five (5) years service shall receive notice or severance pay in the amount of three (3) days for each completed year of service.

Severance pay will apply to all regular employees terminated for any reason other than for cause. Severance pay or notice will not apply in cases of temporary layoff.

An employee laid off without the prescribed notice may elect to claim the portion of severance pay due and be terminated or be placed on a recall list for a period of twelve (12) months. This election must take place within a period of three (3) calendar days of the date of layoff or the employee will automatically be placed on the recall list.

**ARTICLE 26 - PROTECTIVE CLOTHING AND UNIFORMS****26.01 Protective Clothing**

The employer shall supply protective clothing as follows when necessary for employees to carry out their assigned duties:

- (a) Water and Sewer crews - rubber suits, rubber boots, gloves or mitts, coveralls.
- (b) Garbage crews - coveralls, rubber and leather gloves or mitts.
- (c) Shop Mechanics - coveralls.
- (d) Guards at the R.C.M.P. Detachment - two long-sleeved shirts, two short-sleeved shirts, two pairs of pants, and gloves to be used when searching incoming prisoners.
- (e) Animal Pound employees - rubber boots and coveralls to be used when cleaning out the animal pound.

- (9) Asphalt crews, cement crews and welders - gloves appropriate for the work.
- (g) Truck Drivers and Equipment Operators - coveralls.
- (h) Gardening crews - knee pads
- (i) Suitable similar protective clothing to other employees under special circumstances when considered necessary by their supervisors.

All articles of protective clothing shall remain the property of the Employer. Employees who lose the protective clothing issued to them will be responsible for replacement but would not be responsible for replacement if the loss is due to no fault of their own nor from normal wear.

Worn out clothing will be returned to the Employer before a reissue is made.

Employees working on any unsanitary or dangerous jobs have the right to request that they be supplied with all the necessary tools and safety equipment.

## 26.02 Uniforms

- (a) Upon completion of the probationary period, an employee classified as a Parking Control Officer shall receive one hundred dollars (\$100) per year for black footwear in addition to two (2) shirts, two (2) pairs of pants, one (1) light jacket, one (1) winter coat and one (1) set of rain gear. The pants and shirts shall be replaced once a year, with the other uniform articles being replaced when normal wear dictates replacement. All uniform articles remain the property of the Employer.
- (b) Animal Control officers shall receive one winter coat and one hundred dollars (\$100) per year for black footwear in addition to two (2) shirts, two (2) pairs of pants, one (1) tie, one (1) light jacket, one (1) winter coat and one (1) set of rain gear.
- (c) Bylaw Officers shall receive one (1) winter coat and one hundred dollars (\$100) per year for black footwear.
- (d) Water Meter Readers shall be provided with two (2) shirts, one (1) light jacket, one (1) hat and one (1) winter coat.
- (e) Full-time custodial staff working in the leisure facilities shall be provided with a jacket. Part-time custodial staff working in the leisure facilities shall be provided with a sweatshirt.

- (9) Post-probationary regular full and part time lifeguards and aquatic leaders will receive one pair of shorts per year upon request.
- (g) The terms and conditions regarding probation, ownership and replacement of worn clothing defined in 26.02 (a) shall apply to 26.02 (b), 26.02 (c) and 26.02 (d).

#### 26.03 Safety Boot Allowance

Each employee required by the W.C.B. to wear safety boots will receive a \$75/year allowance toward their purchase.

### ARTICLE 27 - GENERAL

Proper

Proper ( ; lation al be provided at the p : ' place of | f  
s to ha v their | E I e their clothes worn that day.

#### 7.02 Bulletin

The Employer shall provide bulletin boards upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to employees. Such bulletin boards shall be placed in prominent places for all employees to see.

#### 27.03 Picket Line and Essential Services

Just cause for discharge or suspension shall not include refusal of an employee to cross the picket line of a legal strike. Essential services defined as police, ambulance and fire shall be maintained, and other essential services, mutually agreed by both parties shall also be maintained.

#### 27.04 Liability Policy

The City agrees to continue to carry the Comprehensive Liability policy which covers all employees in the performance of their Municipal duties.

**27.05 Continuation of Benefits During Strike or Lockout**

The provisions of this Agreement shall continue to apply in the matter of seniority, medical plan, dental plan, and life insurance plan. The Employer agrees to pay the medical plan, dental plan, extended health coverage and life insurance plan and to recognize seniority status, during any period of legal strike or **lockout**. On return to work the employee's share of the cost will be refunded to the Employer by the Union.

**27.06 Employees with Disabilities**

- (a) The City of Prince George recognizes that employment of individuals with disabilities is desirable and every effort should be made to facilitate such employment in suitable positions. It is further recognized that training and/or experience oriented special programs are beneficial to individuals with disabilities and that the, *City* and the Canadian Union of Public Employees, Locals 399 and 1048 shall cooperate with placements where such programs can be accommodated.
- (b) Employees who have given long and faithful service, or who have been physically injured in the employ of the City, or, after a prolonged illness, which leaves them unable to carry out their previous duties, will be given preference of such other work as may be available at the prevailing rate of such work, providing the employee is able to perform the duties or can be reasonably trained to perform the duties.
- (c) The methods to facilitate placement of new employees with disabilities shall be as follows:

Vacancies will be posted (except those specified in Articles 9.08 and 15.01 (d) of the Collective Agreement) and positions will be filled on the basis of qualifications, ability, and seniority. The Human Resources Division will place job postings on internal bulletin boards. In addition it will advertise job vacancies on the C i s website and, as required, in the newspaper.

If there are no internal applicants who qualify for selection, the Employer may hire an external applicant providing he or she is more qualified than any of the internal applicants are.

Where no significant difference exists in the qualifications of external candidates for a position, an applicant with a disability will receive preference over an applicant without a disability.

- (d) Conditions or benefits provided by the Collective Agreement may have to be modified by mutual agreement to facilitate employment for individuals with disabilities. i.e. on a case by case basis, consideration may be given to and agreement reached concerning such items as: altering job requirements; paying special wage rates in certain circumstances; providing accessibility and/or special working arrangements and waiving certain benefits if required. In facilitating employment of individuals with disabilities, it is not intended that provisions of the Collective Agreement be superseded. In the absence of mutual agreement to the contrary, the Collective Agreement would govern.

#### 27.07 Tool Insurance

- (a) The Employer shall ~~replace~~ tradesmen's tools of equal quality lost on the Employer's premises through fire or through theft provided evidence of such can be supplied.
- (b) Employees will provide suitable tool boxes with locks and will store tools in a secure and approved manner in a location provided by the Employer.
- (c) Employees will provide the Supervisor with an up-to-date tool list annually.

#### 27.08 Service Time

Where the Employer requires equipment to be serviced, or necessary book work to be completed, this time will be considered paid time.

#### 27.09 Job Related Liability, Protection

Any employee may request from Management the services of the City Solicitor or other solicitor of the Employer's choice at no cost to the employee with respect to any action or suit commenced against the employee arising from any acts or omissions committed by the employee during the course of his employment provided that this provision shall not apply:

- (a) if the acts or omissions alleged to have been committed by the employee constitute a breach of the terms of employment, or
- (b) if the acts or omission committed by the employee constitute a breach of any conditions, statutory or otherwise, of any insurance policy which would otherwise be applicable.

The provisions of the above paragraph shall be without prejudice to any right of subrogation or indemnity that the Employer may have against the employee.

**27.10 Copies of Agreement**

The Union shall have sufficient copies of the Collective Agreement printed in booklet form and agrees to pay **fifty** (50) percent of the total cost. The Employer agrees to pay the remaining fifty (50) percent of the total cost. The Employer agrees to indicating changed Articles of the Collective Agreement by means of an asterisk.

**27.11 Access to Personnel Files**

On reasonable advance notice, an employee shall not be denied access to review his/her personnel **file**. The Union shall have the right, on behalf of the employee, to respond in writing to any document contained therein. Such reply shall become part of the **permanent** record. Upon request, the employee shall receive a copy of any document in the file.

**27.12 Timesheets**

When an employee's timesheet is revised, he shall be provided with a copy of the altered timesheet.

**ARTICLE 28 - HEALTH AND SAFETY****28.01 Compliance with Workers' Compensation Board**

- (a) The Employer and employees will cooperate to assure safe working conditions and devise plans for the furtherance of safety measures. Equipment and devices mutually agreed upon to be provided by the Employer.
- (b) The Health and Safety Committee shall continue to operate in compliance with the Workers' Compensation Board Rules and Regulations.

**28.02 Injury Pay Provisions**

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive regular pay until the end of the shift. Any additional necessary time off work will be paid from accumulated sick leave or by the Workers' Compensation Board.

28.03 Transportation of Employees

Transportation to the nearest physician or hospital for employees requiring medical care during working hours as a result of a serious illness shall be at the expense of the Employer.

28.04 Health and Safety at Work

No employee shall carry out or cause to be carried out any work process or use any tool or appliance when that employee has reasonable cause to believe that such work process or use is a hazard to the health or safety of any person.

No employee shall be subject to disciplinary action if he or she refuses to work in violation of the Board's Health and Safety Rules.

No employee shall be subject to disciplinary action if he or she refuses to work in violation of the Board's Health and Safety Rules.

28.05 Safety Information

The Safety Committees shall be provided with all accident reports and safety information known to the Employer regarding potentially hazardous substances utilized in the workplace.

28.06 Immunization

Immunization for Hepatitis B shall be provided by the Employer at the employee's option where there is a risk of work related infection, until such time as this immunization is provided by a medical plan.

\*28.07 First Aid Attendants

- (a) Primary First Aid Attendants
  - (i) One First Aid Attendant, holding a minimum of a current Occupational First Aid II certificate, shall be employed as the Yardperson/First Aid Attendant at the City Yard.
  - (ii) There shall also be a First Aid Attendant, holding a minimum of a current Occupational First Aid II certificate, at the 4<sup>th</sup> Ave. Public Works Yard and at City Hall. The primary classification of these First Aid Attendants may be any classification which meets the criteria specified in d(i) and d(ii).



- (iii) Designated first aid attendants receive a seventy (70) cents per hour premium for all hours paid. This premium is reflected in the Yardperson/First Aid Attendant wage identified in Schedule A.

(b) Back-Up First Aid Attendants

- (i) Back-up First Aid Attendants, holding a minimum of a current Occupational First Aid II certificate, shall be employed at the City Yard, 4<sup>th</sup> Ave Public Works Yard, and City Hall.

- (iii) In the absence of the primary First Aid Attendant, the back up shall be the First Aid Attendant and shall receive the seventy (70) cents per hour premium for hours worked as the First Aid Attendant.

(c) Certification

In order to maintain the currency of their certificates, the employer shall pay the cost of the Occupational First Aid course fees and provide paid leave to attend the course, to the First Aid Attendants and their back-ups.

(d) Selection

In selecting First Aid Attendants and their back-ups, in addition to considering qualifications, ability, and seniority (as per Article 15.02 Selection), the following criteria shall be considered:

- (i) Whether the employee's other work is such that he will be able to promptly render first-aid in a clean and sanitary condition; and
- (ii) Whether his other work is such that he will not be prevented from seeing or hearing any summons indicating his services are required.
- (iii) By mutual agreement, if bargaining unit members are not available to act as back up, the position may be filled internally or externally. Such agreement will not be unreasonably withheld.

**ARTICLE 29 - EMPLOYEE DEVELOPMENT****29.01 Employee Requested****Tuition**

Upon submission of proof of successful completion of a pre-approved course, the Employer shall reimburse the cost of the course fee, books and materials in accordance with the terms of the City's Training and Development Policy. Further, the Employer will pay for the time required to be taken off work to write exams, The Employer may pay for other approved course-related time off.

Employees shall undertake to remain with the Employer for twelve (12) months from the date of notifying the Employer of successful completion of the course. Should employees choose to leave the City service, they shall refund any monetary assistance given by the Employer, within the twelve (12) months prior to the date of termination.

**29.02 Employer Requested****(a) Seminars**

Seminars attended by employees at the request of the Employer shall be paid in **full**.

**(b) Certificates of Aquatic Competency**

The Employer agrees to pay the cost of renewal of mandatory qualification medals or certificates for aquatic employees. Where conditions will permit, all tests will be given and taken during the employee's working hours.

**\*29.03 Apprenticeship Training****(a) Purpose**

The Employer recognizes the apprenticeship training program to improve the knowledge and skill of employees in the workforce. Subject to operational requirements, apprentices may be utilized in the following areas:

carpentry  
painting  
electrical

mechanical  
welding  
or any other trade recognized by the  
Apprenticeship Board

(b) Apprenticeship Agreement

Where apprenticeship programs are entered into, the Parties shall draft an agreement that includes:

- (i) the person designated by the employer to be in charge of implementing and monitoring the apprenticeship program;
- (ii) confirmation that the designated person in (i) will implement and monitor the program in accordance with the guidelines set out by the apprenticeship board;
- (iii) confirmation from the apprenticeship candidate that he/she will be available for all apprenticeship related training work except for cases of sick leave, holiday or banked overtime leave.

(c) Right to Continue

Once started in the program, the apprentice shall have the right to continue, providing he/she passes all of the prescribed tests. An apprentice may be subject to layoff, but cannot be bumped. However, in the fifth (5th), sixth (6th), seventh (7th) and eighth (8th) six-month period, an apprentice shall not be subject to layoff.

(d) Selection

Selection of the apprenticeship candidate will be based on the following considerations:

- (i) Aptitude in areas pertinent to the trade. In general, aptitude will be determined by an apprenticeship assessment examination recommended by an accredited public post secondary institution. This exam may be supplemented by additional technical questions deemed appropriate to city operations.
- (ii) Personal suitability including:
  - interpersonal skills
  - communication skills
- (iii) Seniority

Prospective candidates will be tested on items (i) and (ii). The final test score shall be established using the following weights:

area (i) 70% weight  
area (ii) 30% weight.

The selected candidate will be the most senior applicant who passes and whose overall score is within 10% of highest score.

In the event that no candidate achieves a passing score, selection shall be made in accordance with Article 15.02 (b) and (c) of this agreement.

(e) School Attendance

The Employer agrees to lay off the apprentice for the appropriate time periods to attend school in conjunction with the apprenticeship training program. Such layoff shall be made without regard to seniority.

(9) Remuneration

Apprentices shall be paid in accordance with the rates outlined below for all hours worked:

- 1st 6-month period - 70% of the Journeyman rate
- 2nd 6-month period - 72.5% of the Journeyman rate
- 3rd 6-month period - 75% of the Journeyman rate
- 4th 6-month period - 77.5% of the Journeyman rate
- 5th 6-month period - 80% of the Journeyman rate
- 6th 6-month period - 82.5% of the Journeyman rate
- 7th 6-month period - 85% of the Journeyman rate
- 8th 6-month period - 90% of the Journeyman rate

(g) On Obtaining Certification

On obtaining certification as a Journeyman, the employee will be classified as such and paid the full rate provided the Employer's operational requirements are such that an additional Journeyman position is required. In the event an additional Journeyman position is not required, the employee may be laid off, with the ability to bump, pursuant to Article 16.01, but not into a Journeyman position in which he apprenticed. Payment shall be at the rate of classification in which the work is actually done.

(h) Collective Agreement

All provisions of the Collective Agreement shall be applicable to apprentices in this program with the exception of restrictions necessitated to conform with Article 29.03 (b) (iii).

**\*29.04 On-the-Job Training****(a) Cross-training**

The City considers it desirable to maintain a system of on-the-job training so that employees shall have an opportunity to qualify for promotion. Accordingly, employees may be allowed opportunities to learn the work of other positions within the same department and division during regular working hours when staff time is available. This will be achieved by working together with other employees for temporary periods without affecting the work schedule, salary or pay of the employees concerned, and by providing relief during periods of absence of employees in other classifications. Articles of this collective agreement related to payment while working in other positions, on a relief basis, shall apply.

**(d) Fleet Operator Trainee Positions**

Semi-annually, the Employer and two representatives of each local shall meet to discuss equipment training needs for the next six (6) month period. The Employer will then determine the training program for the next six-month period.

When the Employer determines there is a need to train additional fleet operators, the following procedure shall apply:

- (i) The Employer shall post notice of fleet operator trainee positions on all bulletin boards for a minimum of seven (7) working days.
- (ii) Applications for fleet operator trainee positions shall be in writing.
- (iii) Employees shall be selected for fleet operator trainee positions in accordance with Article 15.02

**ARTICLE 30 - TERM OF AGREEMENT**

**\*30.01** This Agreement unless changed by mutual consent of both parties hereto shall be in force and effect from and after the first (1st) day of January, 2005, A.D., up to and including the last day of December, 2007, A.D., and thereafter from year to year unless either party to this Agreement gives notice in accordance with the Labour Relations Code of British Columbia. Both parties shall adhere fully to the terms of this Agreement during the period of bona fide Collective Bargaining even if negotiations extend beyond the anniversary date of the Agreement.

IN WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THESE PRESENTS:

THE CORPORATE SEAL OF THE CITY OF PRINCE GEORGE was hereunto affixed by and in the presence of:

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CITY CLERK

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #1048:

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
SECRETARY

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #399:

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
SECRETARY

SIGNED, this 14<sup>th</sup> day of February, 2006 in the City of Prince George in the Province of British Columbia.

70

**SCHEDULE "A"****EMPLOYEE CLASSIFICATION AND WAGE SCHEDULE****C.U.P.E. LOCAL #399****WAGE INCREASES**

Retroactive to January 1, 2005	=	\$0.60	Effective January 1, 2007	=	\$0.30
Effective January 1, 2006	=	\$0.30	Effective July 1, 2007	=	\$0.30
Effective July 1, 2006	=	\$0.30			

	January 2005	January 2006	July 2006	January 2007	July 2007
<b><u>GENERAL</u></b>					
Labourer 1	21.95	22.25	22.55	22.85	23.15
Janitor	22.07	22.37	22.67	22.97	23.27
Labourer 2	22.33	22.63	22.93	23.23	23.53
Yardperson/First Aid Attendant (includes First Aid premium)	23.08	23.38	23.68	23.98	24.28
Trades' Assistant	22.72	23.02	23.32	23.62	23.92
Utilities Serviceman	23.33	23.63	23.93	24.23	24.53
Utilities Serviceman-Certified	24.59	24.89	25.19	25.49	25.79
Asphalt Raker 1 (incl. Dirty Pay)	24.08	24.38	24.68	24.98	25.28
Line Painter Operator-Training	24.01	24.31	24.61	24.91	25.21
Line Painter Operator	25.22	25.52	25.82	26.12	26.42
Sign Repair Person	23.34	23.64	23.94	24.24	24.54
Sign Repair Person 1	23.94	24.24	24.54	24.84	25.14
Traffic Control Person	24.14	24.44	24.74	25.04	25.34
<b><u>SUPERVISORS</u></b>					
Assistant Foreman	27.93	28.23	28.53	28.83	29.13
Foreman	28.63	28.93	29.23	29.53	29.83
Fleet Instructor	28.63	28.93	29.23	29.53	29.83

**EMPLOYEE CLASSIFICATION AND WAGE SCHEDULE**

**C.U.P.E. LOCAL #399**

**WAGE INCREASES**

	January 2005	January 2006	July 2006	January 2007	July 2007
<b><u>TRUCK DRIVERS</u></b>					
Grade 1 - Class 5	23.13	23.43	23.73	24.03	24.33
Grade 2 - Training	23.23	23.53	23.83	24.13	24.43
Grade 2 - (GVW 12,701 - 18,200 kg Incl. Garbage collector/driver)	23.57	23.87	24.17	24.47	24.77
Grade 3 - Training	23.85	24.15	24.45	24.75	25.05
Grade 4 - Class 3 with Air Wing Truck Driver 3 - Training	24.14	24.44	24.74	25.04	25.34
*Grade 3 - Chargehand (Hiab)	24.77	25.07	25.37	25.67	25.97
Wing Truck Driver 3	25.11	25.41	25.71	26.01	26.31
Grade 4 - Training	24.62	24.92	25.22	25.52	25.82
Grade 4 - Class ■ with Air	25.18	25.48	25.78	26.08	26.38



**SCHEDULE "A"**

**AND WAGE SCHEDULE**

**C.U.P.E. LOCAL #399**

**WAGE INCREASES**

	January 2005	January 2006	July 2006	January 2007	July 2007
<b>EQUIPMENT OPERATORS</b>					
<b>GRADE 1</b> - Wheeled tractors having attachments for sweeping, tilling, agricultural work, loading under 1.15 cu.m. (1 1/2 cu.yd) capacity, small snow plowing; compactors from 227 kg. (501 lbs.) to 6,803 kg. (14,900 lbs); bombardier tracked plows.	22.65	22.95	23.25	23.55	23.85
Grade 2 - Training	22.80	23.10	23.40	23.70	24.00
Grade 2 - Forklift; compactors over 6,804 kg. (15,000 lbs.); crawler tractors D2-D3 and tailgate paver; Waldron back hoe; ridden mowers of over 2.13m (7ft. swath); front bucket bobcat.	23.95	24.25	24.55	24.85	25.15
Grade 3 - Training	23.95	24.25	24.55	24.85	25.15
Grade 3 - Front-end loader 1.15 - 3.44 cu.m. (1 1/2 - 4 1/2 cu.yd.) gravel capacity; crawler size D4-D6 incl. steam boiler; back hoe; shovel or crane less than .57 cu.m. (3/4 cu.yd) capacity; street sweepers: vactor.	25.17	25.47	25.77	26.07	26.37
Grade 4 - Training	25.17	25.47	25.77	26.07	26.37
Grade 4 - Crawler tractors D7 equivalent: front end loader over 3.44 cu.m. (4 1/2 cu.yd.) gravel capacity; back hoe; shovel or crane .57 cu.m. (3/4 cu.yd) capacity to .76 cu.m. (1 cu.yd); road graders; gradall operator: Grade III loader mounted plow or snow blower on temporary basis.	26.48	26.78	27.08	27.38	27.68
Grade 4 - Training	26.48	26.78	27.08	27.38	27.68
Grade 4 - Crawler tractor D8; D9 equivalent; back hoe over .76 cu.m. (1 cu.yd.); finishing grader	26.98	27.28	27.58	27.88	28.18

**NOTE:**

All equipment operator rates are the full rate for applicable classification,  
**Dirty pay will apply only to the tractor mounted sweeper Equipment Operator I classification.**

**SCHEDULE "A"**

**YEE CLASSIF ION AND WAGE**

**C.U.P.E. LOCAL #399**

**WAGE INCREASES**

		<b>January 2005</b>	<b>January 2006</b>	<b>July 2006</b>	<b>January 2007</b>	<b>July 2007</b>
Apprentice Carpenter						
Apprentice Millwright						
Apprentice Welder						
1st 6 months-70%	journeyman rate	19.99	20.20	20.41	20.62	20.83
2nd 6 months-72.5%	journeyman rate	20.71	20.92	21.14	21.36	21.58
3rd 6 months-75%	journeyman rate	21.42	21.65	21.87	22.10	22.32
4th 6 months-77.5%	journeyman rate	22.13	22.37	22.60	22.83	23.06
5th 6 months-80%	journeyman rate	22.85	23.09	23.33	23.57	23.81
6th 6 months-82.5%	journeyman rate	23.56	23.81	24.06	24.30	24.55
7th 6 months-85%	journeyman rate	24.28	24.53	24.79	25.04	25.30
8th 6 months-90%	journeyman rate	25.70	25.97	26.24	26.51	26.78
Apprentice Mechanic						
1st 6 months-70%	journeyman rate	20.03	20.24	20.45	20.66	20.87
2nd 6 months-72.5%	journeyman rate	20.74	20.96	21.18	21.39	21.61
3rd 6 months-75%	journeyman rate	21.46	21.68	21.91	22.13	22.36
4th 6 months-77.5%	journeyman rate	22.17	22.41	22.64	22.87	23.10
5th 6 months-80%	journeyman rate	22.89	23.13	23.37	23.61	23.85
6th 6 months-82.5%	journeyman rate	23.60	23.85	24.10	24.35	24.59
7th 6 months-85%	journeyman rate	24.32	24.57	24.83	25.08	25.34
8th 6 months-90%	journeyman rate	25.75	26.02	26.29	26.56	26.83

**EMPLOYEE CLASSIFICATION AND WAGE SCHEDULE**

**C.U.P.E. LOCAL #399**

**WAGE INCREASES**

		<b>January 2005</b>	<b>January 2006</b>	<b>July 2006</b>	<b>January 2007</b>	<b>July 2007</b>
<b><u>ELECTRICIANS</u></b>						
Apprentice Electrician						
1st 6 months-70%	Journeyman rate	20.10	20.31	20.52	20.73	20.94
2nd 6 months-72.5%	journeyman rate	20.81	21.03	21.25	21.47	21.68
3rd 6 months-75%	journeyman rate	21.53	21.76	21.98	22.21	22.43
4th 6 months-77.5%	journeyman rate	22.25	22.48	22.72	22.95	23.18
5th 6 months-80%	journeyman rate	22.97	23.21	23.45	23.69	23.93
6th 6 months-82.5%	journeyman rate	23.69	23.93	24.18	24.43	24.68
7th 6 months-85%	journeyman rate	24.40	24.66	24.91	25.17	25.42
8th 6 months-90%	journeyman rate	25.84	26.11	26.38	26.65	26.92

EMPLOYEE CLASSIFICATION AND WAGE SCHEDULE

**C.U.P.E. LOCAL #399**

WAGE INCREASES

	January 2005	January 2006	July 2006	January 2007	July 2007
FOR THE FOLLOWING POSITIONS MARKED WITH A BULLET (▪), THE RATES INCLUDE TOOL ALLOWANCE					
HVAC Tradesperson	27.82	28.12	28.42	28.72	29.02
▪Mechanic Certified (\$.346/hour)	28.61	28.91	29.21	29.51	29.81
▪Fleet Operations Foreman (\$.148/hour)	29.79	30.09	30.39	30.69	30.99
▪Shop Foreman (\$.148/hour)	29.59	29.89	30.19	30.49	30.79
▪Welding Foreman (\$.254/hour)	29.59	29.89	30.19	30.49	30.79
Carpenter Certified (\$.244/hour)	28.56	28.86	29.16	29.46	29.76
▪Welder Certified (\$.254/hour)	28.56	28.86	29.16	29.46	29.76
▪Concrete Finisher (\$.148/hour)	25.71	26.01	26.31	26.61	26.91
▪Millwright (\$.148/hour)	28.56	28.86	29.16	29.46	29.76
▪Electrician Certified (\$.148/hour)	28.71	<b>29.01</b>	29.31	29.61	29.91
▪Plant Electrician (\$.148/hour)	29.33	29.63	29.93	30.23	30.53
Electrical or Mechanical Foreman	29.76	30.06	30.36	30.66	30.96
Technician/Electrical Foreman	29.76	30.06	30.36	30.66	30.96
Mechanic - Assistant Foreman	29.20	29.50	29.80	30.10	<b>30.40</b>

**EMPLOYEE CLASSIFICATION AND WAGE SCHEDULE**

**C.U.P.E. LOCAL #399**

**WAGE INCREASES**

	January 2005	January 2006	July 2006	January 2007	July 2007
Painter 1	23.34	23.64	23.94	24.24	24.54
Painter 2	25.11	25.41	25.71	26.01	26.31
Partsperson	24.69	24.99	25.29	25.59	25.89
<b><u>PARKS and CEMETERY</u></b>					
Parks Worker 2 - IPM	22.72	23.02	23.32	23.62	23.92
Gardener 1	23.33	23.63	23.93	24.23	24.53
Gardener 1 - Urban Forestry	23.33	23.63	23.93	24.23	24.53
Gardener 2	23.94	24.24	24.54	24.84	25.14
Gardener 2 - Horticulture & Events	23.94	24.24	24.54	24.84	25.14
Gardener 2 - IPM	23.94	24.24	24.54	24.84	25.14
Gardener 2 - Irrigation & Turf--	23.94	24.24	24.54	24.84	25.14
Gardener 2 - Urban Forestry	23.94	24.24	24.54	24.84	25.14
Cemetery Foreman	28.63	28.93	29.23	29.53	29.83
Parks & Playground Foreman	28.63	28.93	29.23	29.53	29.83
Horticulture Foreman	28.63	28.93	29.23	29.53	29.83
Turfgrass & Construction Foreman	28.63	28.93	29.23	29.53	29.83

EMPLOYEE CLASSIFICATION AND WAGE SCHEDULE

C.U.P.E. LOCAL #399

WAGE INCREASES

SPECIAL RATES

- Charge Hand
  - \$0.60 per hour over regular rate when in charge of a crew working without other direct supervision.
  - Charge hand rate applies to tradesmen rate when one or more additional tradesmen are being directly
  
- Dirty Pay
  - Re: Article 22.10
  
  - \$0.40 per hour over regular rate.
  - \$0.55 per hour over regular rate for special conditions specified.
  
  - Up to three (3) employees engaged in the exhumation of a body or clean-up following a fatality shall be paid an additional forty dollars (\$40) bonus for such work and, following the exhumation or clean-up, shall be allowed to take the rest of the day off with pay. In addition, counselling services will be made available on paid time for these employees as required.
  
- Electrical permit premium
  - \$2500.00 per year paid quarterly
  
- \* First Aid Premium
  - Re: Article 28.07
  - The back up First Aid Attendant receives an additional \$0.70 per hour for all hours worked as
  
- Seconded Trainer Premium
  - \$0.60 per hour over regular pay

SHIFT DIFFERENTIAL RATES RE: ARTICLE 22.07

- Afternoon shift
  - \$0.50 per hour over regular rate
  - \$0.70 per hour over regular rate



**SCHEDULE "B"**  
**THIRTY-SEVEN AND ONE-HALF HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

**C.U.P.E. LOCAL #1048**

Pay Grade	Classification		Step 2	step 3
		Jan 1/05	19.94	20.38
3	Clerk 2 Data Entry Clerk Dictatypist Mallroom Clerk Office Assistant 1		1495.50	1528.50
			3251.34	3323.09
		Jan 1/06	20.24	20.68
			1518.00	1551.00
			3300.26	3372.00
		Jul 1/06	20.54	20.98
			1540.50	1573.50
			3349.18	3420.92
		Jan 1/07	20.84	21.28
			1563.00	1596.00
			3398.09	3469.84
		Jul 1/07	21.14	21.58
			1585.50	1618.50
			3447.01	3518.75
		Jan 1/05	20.38	<del>20.84</del>
4	Committee Clerk Head Aquatics Cashier Junior Engineering Assistant Office Assistant 2		1528.50	1563.00
			3323.09	3398.09
		Jan 1/06	20.68	21.14
			1551.00	1585.50
			3372.00	3447.01
		Jul 1/06	20.98	21.44
			1573.50	1608.00
			3420.92	3495.93
		Jan 1/07	21.28	21.74
			1596.00	1630.50
	3469.84	3544.84		
		Jul 1/07	21.58	22.04
			1618.50	1653.00
			3518.75	3593.76

88



**SCHEDULE "B"**  
**THIRTY-SEVEN AND ONE-HALF HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

**C.U.P.E. LOCAL #1048**

Pay Grade	Classification		step 2	Step 3
		Jan 1/05	20.84	21.24
5	Cashier Clerk Clerk 3 Head Dictatypist		1563.00	1593.00
			3398.09	3463.31
		Jan 1/06	21.14	21.54
			1585.50	1615.50
			3447.01	3512.23
		Jul 1/06	21.44	21.84
			1608.00	1638.00
			3495.93	3561.15
		Jan 1/07	21.74	22.14
			1630.50	1660.50
			3544.84	3610.07
		Jul 1/07	22.04	22.44
			1653.00	1683.00
			3593.76	3658.98
		Jan 1/05	21.24	21.70
6	Administration Clerk Bylaw Clerk Computer Technician Student CPIC Operator Parking Control Officer Service Representative		1593.00	1627.50
			3463.31	3538.32
		Jan 1/06	21.54	22.00
			1615.50	1650.00
			3512.23	3587.24
		Jul 1/06	21.84	22.30
			1638.00	1672.50
			3561.15	3636.15
		Jan 1/07	22.14	22.60
			1660.50	1695.00
	3610.07	3685.07		
		Jul 1/07	22.44	22.90
			1683.00	1717.50
			3658.98	3733.99

**SCHEDULE "B"**  
**THIRTY-SEVEN AND ONE-HALF HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

**C.U.P.E. LOCAL #1048**

Pay Grade	Classification		Step 2	Step 3
		Jan 1/05	21.70	22.19
7	Accounting & Purchasing Clerk Computer Technician ■ Custodian 1 Purchasing Clerk		1627.50	1664.25
			3538.32	3618.22
		Jan 1/06	22.00	22.49
			1650.00	1686.75
			3587.24	3667.14
		Jul 1/06	22.30	22.79
			1672.50	1709.25
			3636.15	3716.05
		Jan 1/07	22.60	23.09
			1695.00	1731.75
			3685.07	3764.97
				Jul 1/07
			1717.50	1754.25
			3733.99	3813.89
		Jan 1/05	22.19	22.72
8	Clerk 4 Council Clerk Dispatcher Head CPIC Operator RCMP Victim Services Assistant		1664.25	1704.00
			3618.22	3704.64
		Jan 1/06	22.49	23.02
			1686.75	1726.50
			3667.14	3753.55
		Jul 1/06	22.79	23.32
			1709.25	1749.00
			3716.05	3802.47
		Jan 1/07	23.09	23.62
			1731.75	1771.50
			3764.97	3851.39
				Jul 1/07
			1754.25	1794.00
			3813.89	3900.31

**SCHEDULE "B"**  
**THIRTY-SEVEN AND ONE-HALF HOUR PER WEEK SCHEDULE**  
 - Hourly, Biweekly, and Monthly Rates are Listed -

**C.U.P.E. LOCAL #1048**

Pay Grade	Classification		step 2	step 3
		Jan 1/05	22.72	23.25
9	Administrative Coordinator 1		1704.00	1743.75
	Animal Control Officer		3704.64	3791.06
	Civic Maintenance Worker 2	Jan 1/06	23.02	23.55
	Custodian 2		1726.50	1766.25
	Parking Meter Maintenance Person		3753.55	3839.97
	Revenue Control Clerk	Jul 1/06	23.32	23.85
			1749.00	1788.75
			3802.47	3888.89
		Jan 1/07	23.62	24.15
			1771.50	1811.25
			3851.39	3937.81
		Jul 1/07	23.92	24.45
			1794.00	1833.75
			3900.31	3986.73
		Jan 1/05	23.25	23.82
10	Computer Technician 2		1743.75	1786.50
	Court Administrator		3791.06	3884.00
	Payroll/Risk Assistant	Jan 1/06	23.55	24.12
	Records Clerk		1766.25	1809.00
			3839.97	3932.92
		Jul 1/06	23.85	24.42
			1788.75	1831.50
			3888.89	3981.83
		Jan 1/07	24.15	24.72
			1811.25	1854.00
			3937.81	4030.75
		Jul 1/07	24.45	25.02
			1833.75	1876.50
			3986.73	4079.67

**SCHEDULE "B"**  
**THIRTY-SEVEN AND ONE-HALF HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

**C.U.P.E. LOCAL #1048**

Pay Grade	Classification		step 2	Step 3
		Jan 1/05	23.82	24.39
11	Administrative Coordinator 2 Billings Clerk Data Processor Forensic Identification Technician Transport Clerk		1786.50	1829.25
			3884.00	3976.94
		Jan 1/06	24.12	24.69
			1809.00	1851.75
			3932.92	4025.86
		Jul 1/06	24.42	24.99
			1831.50	1874.25
			3981.83	4074.78
		Jan 1/07	24.72	25.29
			1854.00	1896.75
	4030.75	4123.69		
		Jul 1/07	25.02	25.59
			1876.50	1919.25
			4079.67	4172.61
12	Parking Control Supervisor	Jan 1/05	24.39	24.94
			1829.25	1870.50
			3976.94	4066.62
		Jan 1/06	24.69	25.24
			1851.75	1893.00
			4025.86	4115.54
		Jul 1/06	24.99	25.54
			1874.25	1915.50
			4074.78	4164.46
		Jan 1/07	25.29	25.84
	1896.75	1938.00		
	4123.69	4213.37		
		Jul 1/07	25.59	26.14
			1919.25	1960.50
			4172.61	4262.29

**SCHEDULE "B"**  
**THIRTY-SEVEN AND ONE-HALF HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

**C.U.P.E. LOCAL #1048**

Pay Grade	Classification		step 2	step 3	
		Jan 1/05	24.94	25.60	
13	Asset Management Coordinator		1870.50	1920.00	
	Clerk 5		4066.62	4174.24	
	Community Policing Coordinator				
	Computer Aided Draftsperson	Jan 1/06	25.24	25.90	
	Computer Technician 3		1893.00	1942.50	
	Engineering Technician		4115.54	4223.16	
	Environmental Services Technician				
	Fleet Services Administrator	Jul 1/06	25.54	26.20	
	GIS Technician		1915.50	1965.00	
	Planning Technician		4164.46	4272.07	
	Project Technician				
	Property Administrator	Jan 1/07	25.84	26.50	
				1938.00	1987.50
			4213.37	4320.99	
		Jul 1/07	26.14	26.80	
			1960.50	2010.00	
			4262.29	4369.91	
		Jan 1/05	25.60	26.27	
14	Buyer		1920.00	1970.25	
			4174.24	4283.49	
	Bylaw Enforcement Officer				
	Coordinator, Fleet Acquisitions	Jan 1/06	25.90	26.57	
	Senior Draftsperson		1942.50	1992.75	
	Service Centre Supervisor		4223.16	4332.40	
		Jul 1/06	26.20	26.87	
			1965.00	2015.25	
			4272.07	4381.32	
		Jan 1/07	26.50	27.17	
			1987.50	2037.75	
		4320.99	4430.24		
	Jul 1/07	26.80	27.47		
		2010.00	2060.25		
		4369.91	4479.16		

**SCHEDULE "B"**  
**THIRTY-SEVEN AND ONE-HALF HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

**C.U.P.E. LOCAL #1048**

Pay Grade	Classification		Step 2	step 3
		Jan 1/05	26.27 1970.25 4283.49	26.96 2022.00 4396.00
15	Assistant License Inspector	Jan 1/06	26.57 1992.75 4332.40	27.26 2044.50 4444.91
		Jul 1/06	26.87 2015.25 4381.32	27.56 2067.00 4493.83
		Jan 1/07	27.17 2037.75 4430.24	27.86 2089.50 4542.75
		Jul 1/07	27.47 2060.25 4479.16	28.16 2112.00 4591.66
		Jan 1/05	26.96 2022.00 4396.00	27.64 2073.00 4506.87
16	Budget Analyst Computer Technician 4 GIS Technologist Network Technician Web Administrator	Jan 1/06	27.26 2044.50 4444.91	27.94 2095.50 4555.79
		Jul 1/06	27.56 2067.00 4493.83	28.24 2118.00 4604.71
		Jan 1/07	27.86 2089.50 4542.75	28.54 2140.50 4653.63
		Jul 1/07	28.16 2112.00 4591.66	28.84 2163.00 4702.54

**SCHEDULE "B"**  
**THIRTY-SEVEN AND ONE-HALF HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

**C.U.P.E. LOCAL #1048**

Pay Grade	Classification		Step 2	Step 3
		Jan 1/05	27.64	28.39
			2073.00	2129.25
17	Materials Management Coordinator		4506.87	4629.17
		Jan 1/06	27.94	28.69
			2095.50	2151.75
			4555.79	4678.08
		Jul 1/06	28.24	28.99
			2118.00	2174.25
			4604.71	4727.00
		Jan 1/07	28.54	29.29
			2140.50	2196.75
			4653.63	4775.92
		Jul 1/07	28.84	29.59
			2163.00	2219.25
			4702.54	4824.83
		Jan 1/05	28.39	29.16
			2129.25	2187.00
18	Court Liaison		4629.17	4754.72
	Parks & Open Space Planner			
	Planner, 1	Jan 1/06	28.69	29.46
	Urban Forester		2151.75	2209.50
			4678.08	4803.64
		Jul 1/06	28.99	29.76
			2174.25	2232.00
			4727.00	4852.55
		Jan 1/07	29.29	30.06
			2196.75	2254.50
			4775.92	4901.47
		Jul 1/07	29.59	30.36
			2219.25	2277.00
			4824.83	4950.39

**SCHEDULE "B"**  
**THIRTY-SEVEN AND ONE-HALF HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

**C.U.P.E. LOCAL #1048**

pay Grade	Classification		step 2	step 3
		Jan 1/05	29.16	29.99
19	Court Coordinator		2187.00	2249.25
	Engineering Assistant		4754.72	4890.06
	GIS Analyst	Jan 1/06	29.46	30.29
	Programmer Analyst 2		2209.50	2271.75
	Technical Support Specialist		4803.64	4938.97
		Jul 1/06	29.76	30.59
			2232.00	2294.25
			4852.55	4987.89
		Jan 1/07	30.06	30.89
			2254.50	2316.75
			4901.47	5036.81
		Jul 1/07	30.36	31.19
			2277.00	2339.25
			4950.39	5085.72
		Jan 1/05	29.99	31.03
20	Environmental Coordinator		2249.25	2327.25
	Long Range/Parks Planner		4890.06	5059.64
	Planner 2	Jan 1/06	30.29	31.33
	Property Agent		2271.75	2349.75
			4938.97	5108.55
		Jul 1/06	30.59	31.63
			2294.25	2372.25
			4987.89	5157.47
		Jan 1/07	30.89	31.93
			2316.75	2394.75
			5036.81	5206.39
		Jul 1/07	31.19	32.23
			2339.25	2417.25
			5085.72	5255.30



**SCHEDULE "B"**  
**THIRTY-SEVEN AND ONE-HALF HOUR PER WEEK SCHEDULE**  
 - Hourly, Biweekly, and Monthly Rates are Listed -

**C.U.P.E. LOCAL #1048**

Pay Grade	Classification		step 2	step 3
21	GIS Coordinator	Jan 1/05	31.48 2361.00 5133.01	32.51 2438.25 5300.96
		Jan 1/06	31.78 2383.50 5181.93	32.81 2460.75 5349.88
		Jul 1/06	32.08 2406.00 5230.84	33.11 2483.25 5398.79
		Jan 1/07	32.38 2428.50 5279.76	33.41 2505.75 5447.71
		Jul 1/07	32.68 2451.00 5328.68	33.71 2528.25 5496.63
		Jan 1/05	32.51 2438.25 5300.96	33.52 2514.00 5465.65
		Jan 1/06	32.81 2460.75 5349.88	33.82 2536.50 5514.56
		Jul 1/06	33.11 2483.25 5398.79	34.12 2559.00 5563.48
		Jan 1/07	33.41 2505.75 5447.71	34.42 2581.50 5612.40
		Jul 1/07	33.71 2528.25 5496.63	34.72 2604.00 5661.31

**SCHEDULE "B"**  
**THIRTY-SEVEN AND ONE-HALF HOUR PER WEEK SCHEDULE**  
 - Hourly, Biweekly, and Monthly Rates are Listed -

**C.U.P.E. LOCAL #1048**

Pay Grade	Classification		step 2	step 3
		Jan 1/05	34.14	35.20
			2560.50	2640.00
23	Chief Building Inspector Senior Planner		5566.74	5739.58
		Jan 1/06	34.44	35.50
			2583.00	2662.50
			5615.66	5788.50
		Jul 1/06	34.74	35.80
			2605.50	2685.00
			5664.57	5837.41
		Jan 1/07	35.04	36.10
			2628.00	2707.50
			5713.49	5886.33
		Jul 1/07	35.34	36.40
			2650.50	2730.00
			5762.41	5935.25

**Custodian 1's and Custodian 2's employed at City Hall and the R.C.M.P. Detachment work 37.5 hours per week and are, therefore, Included in this pay schedule.**

90

**SCHEDULE "C"**  
**FORTY HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

**C.U.P.E. LOCAL #1048**

Retroactive to January 1, 2005 = \$0.60

Effective January 1, 2007 = \$0.30

Part-time employees engaged in classifications listed in Schedule "B" or "C" t Effective July 1, 2007 = \$0.30

Effective July 1, 2006 = \$0.30

Pay Grade	Classification		Step 2	Step 3
1		Jan 1/05	20.26	20.67
			1620.80	1653.60
			3523.75	3595.06
		Jan 1/06	20.56	20.97
			1644.80	1677.60
			3575.93	3647.24
		Jul 1/06	20.86	21.27
			1668.80	1701.60
			3628.11	3699.42
		Jan 1/07	21.16	21.57
			1692.80	1725.60
			3680.29	3751.60
2	Cleaner	Jul 1/07	21.46	21.87
			1716.80	1749.60
			3732.47	3803.78
		Jan 1/05	20.67	21.14
			1653.60	1691.20
			3595.06	3676.81
		Jan 1/06	20.97	21.44
			1677.60	1715.20
			3647.24	3728.99
		Jul 1/06	21.27	21.74
		Jan 1/07	21.57	22.04
			1725.60	1763.20
	3751.60	3833.34		
Jul 1/07	21.87	22.34		
	1749.60	1787.20		
	3803.78	3885.52		

**SCHEDULE "C"**  
**FORTY HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

**C.U.P.E. LOCAL #1048**

Pay Grade	Classification		Step 2	Step 3
3		Jan 1/05	21.14	21.62
		1691.20	1729.60	
		3676.81	3760.29	
		Jan 1/06	21.44	21.92
		1715.20	1753.60	
		3728.99	3812.47	
		Jul 1/06	21.74	22.22
		1739.20	1777.60	
		3781.17	3864.65	
		Jan 1/07	22.04	22.52
		1763.20	1801.60	
		3833.34	3916.83	
Jul 1/07	22.34	22.82		
1787.20	<del>3909.60</del>			
3885.52				
4	Custodian 1 Event Maintenance Worker Lifeguard Instructor 2 RCMP Service Representative Watch Clerk	Jan 1/05	21.62	22.12
		1729.60	1769.60	
		3760.29	3847.26	
		Jan 1/06	21.92	22.42
		1753.60	1793.60	
		3812.47	3899.44	
		Jul 1/06	22.22	22.72
		1777.60	1817.60	
		3864.65	3951.61	
		Jan 1/07	22.52	23.02
		1801.60	1841.60	
		3916.83	4003.79	
Jul 1/07	22.82	23.32		
1825.60	1865.60			
3969.01	4055.97			

**SCHEDULE "C"**  
**FORTY HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

**C.U.P.E. LOCAL#1048**

Pay Grade	Classification		step 2	Step 3		
5	Aquatic Maintenance Worker Facility Operator Maintenance Worker, Off-street Parking	Jan 1/05	22.12 1769.60 3847.26	22.62 1809.60 3934.22		
		Jan 1/06	22.42 1793.60 3899.44	22.92 1833.60 3986.40		
		Jul 1/06	22.72 1817.60 3951.61	23.22 1857.60 4038.58		
		Jan 1/07	23.02 1841.60 4003.79	23.52 1881.60 4090.76		
		Jul 1/07	23.32 1865.60 4055.97	23.82 1905.60 4142.93		
		6	Head RCMP Service Representative	Jan 1/05	22.62 1809.60 3934.22	23.17 1853.60 4029.88
				Jan 1/06	22.92 1833.60 3986.40	23.47 1877.60 4082.06
				Jul 1/06	23.22 1857.60 4038.58	23.77 1901.60 4134.24
				Jan 1/07	23.52 1881.60 4090.76	24.07 1925.60 4186.41
				Jul 1/07	23.82 1905.60 4142.93	24.37 1949.60 4238.59

**SCHEDULE "C"**  
**FORTY HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

**C.U.P.E. LOCAL #1048**

Pay Grade	Classification		Step 2	Step 3
		Jan 1/05	23.17	23.68
7	Aquatic Leader Trainee		1853.60	1894.40
	Assistant Facility Foreman		4029.88	4118.58
	Building Maintenance Worker	Jan 1/06	23.47	23.98
	Jail Guard		1877.60	1918.40
	Sewer Lift Station Operator 1, Non-Certified		4082.06	4170.76
	Wastewater Treatment Plant Operator 1, Non-Certified			
	Water Pumphouse Operator 1, Non-Certified	Jul 1/06	23.77	24.28
			1901.60	1942.40
			4134.24	4222.94
		Jan 1/07	24.07	24.58
			1925.60	1966.40
			4186.41	4275.12
		Jul 1/07	24.37	24.88
			1949.60	1990.40
			4238.59	4327.30
		Jan 1/05	23.68	24.29
8	Aquatic Leader		1894.40	1943.20
	Construction Technician ■		4118.58	4224.68
	Exhibit & Property Custodian	Jan 1/06	23.98	24.59
			1918.40	1967.20
			4170.76	4276.86
		Jul 1/06	24.28	24.89
			1942.40	1991.20
			4222.94	4329.03
		Jan 1/07	24.58	25.19
			1966.40	2015.20
			4275.12	4381.21
		Jul 1/07	24.88	25.49
			1990.40	2039.20
			4327.30	4433.39

**SCHEDULE "C"**  
**FORTY HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

**C.U.P.E. LOCAL #1048**

Pay Grade	Classification		Step 2	Step 3
		Jan 1/05	24.29	24.94
9	Facilities Scheduling Coordinator		1943.20	1995.20
	Head Jail Guard		4224.68	4337.73
	Head Watch Clerk	Jan 1/06	24.59	25.24
	Sewer Lift Station Operator 1, Certified		1967.20	2019.20
	Victim Services Coordinator		4276.86	4389.91
	Wastewater Treatment Plant Operator 1, Certified			
	Water Pumphouse Operator 1, Certified	Jul 1/06	24.89	25.54
			1991.20	2043.20
			4329.03	4442.09
		Jan 1/07	25.19	25.84
			2015.20	2067.20
			4381.21	4494.27
		Jul 1/07	25.49	26.14
			2039.20	2091.20
			4433.39	4546.44
10	Aquatic Coordinator 1	Jan 1/05	24.94	25.58
	Assistant Aquatics Foreman		1995.20	2046.40
			4337.73	4449.04
		Jan 1/06	25.24	25.88
			2019.20	2070.40
			4389.91	4501.22
		Jul 1/06	25.54	26.18
			2043.20	2094.40
			4442.09	4553.40
		Jan 1/07	25.84	26.48
		2067.20	2118.40	
		4494.27	4605.58	
	Jul 1/07	26.14	26.78	
		2091.20	2142.40	
		4546.44	4657.76	

**SCHEDULE "C"**  
**FORTY HOUR PER WEEK SCHEDULE**  
- Hourly, Biweekly, and Monthly Rates are Listed -

**C.U.P.E. LOCAL #1048**

Pay Grade	Classification		Step 2	Step 3	
		Jan 1/05	25.58	26.21	
11	Community Services Coordinator		2046.40	2096.80	
	Event Coordinator		4449.04	4558.62	
	Facility Foreman	Jan 1/06	25.88	26.51	
	Laboratory Technician		2070.40	2120.80	
	Sewer Lift Stn. Operator 2, Non-Certified		4501.22	4610.80	
	Wastewater Treatment Plant Operator 2, Non-Certified				
	Water Pumphouse Operator 2, Non-Certified	Jul 1/06	26.18	26.81	
				2094.40	2144.80
				4553.40	4662.97
			Jan 1/07	26.48	27.11
			2118.40	2168.80	
			4605.58	4715.15	
		Jul 1/07	26.78	27.41	
			2142.40	2192.80	
			4657.76	4767.33	
		Jan 1/05	26.21	26.92	
12	Construction Technician 2		2096.80	2153.60	
	Marketing & Event Coordinator		4558.62	4682.11	
	Sewer Lift Station Operator 2, Certified	Jan 1/06	26.51	27.22	
	Wastewater Treatment Plant Operator 2, Certified- Class 3		2120.80	2177.60	
	Water Pumphouse Operator 2, Certified		4610.80	4734.28	
		Jul 1/06	26.81	27.52	
			2144.80	2201.60	
			4662.97	4786.46	
		Jan 1/07	27.11	27.82	
			2168.80	2225.60	
			4715.15	4838.64	
		Jul 1/07	27.41	28.12	
			2192.80	2249.60	
			4767.33	4890.82	



**SCHEDULE "C"**  
**FORTY HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

**C.U.P.E. LOCAL #1048**

Pay Grade	Classification		Step 2	Step 3
		Jan 1/05	26.92	27.64
13	Aquatic Operations Foreman CN Centre Foreman Community Services Team Leader Promotions & Business Development Coordinator Wastewater Treatment Plant Operator 2, Certified - Class 4		2153.60	2211.20
			4682.11	4807.33
		Jan 1/06	27.22	27.94
			2177.60	2235.20
			4734.28	4859.51
		Jul 1/06	27.52	28.24
			2201.60	2259.20
			4786.46	4911.69
		Jan 1/07	27.82	28.54
			2225.60	2283.20
	4838.64	4963.87		
		Jul 1/07	28.12	28.84
			2249.60	2307.20
			4890.82	5016.05
14	Aquatic Coordinator 2 Sewer Lift Station Operator 3, Certified Watch Clerk Supervisor Water Pump House Operator 3, Certified	Jan 1/05	27.64	28.40
			2211.20	2272.00
			4807.33	4939.52
		Jan 1/06	27.94	28.70
			2235.20	2296.00
			4859.51	4991.70
		Jul 1/06	28.24	29.00
			2259.20	2320.00
			4911.69	5043.87
		Jan 1/07	28.54	29.30
	2283.20	2344.00		
	4963.87	5096.05		
		Jul 1/07	28.84	29.60
			2307.20	2368.00
			5016.05	5148.23

**SCHEDULE "C"**  
**FORTY HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

**C.U.P.E. LOCAL #1048**

Pay Grade	Classification		Step 2	step 3
		Jan 1/05	28.40	29.35
15	Wastewater Treatment Plant Operator 3		2272.00	2348.00
			4939.52	5104.75
		Jan 1/06	28.70	29.65
			2296.00	2372.00
			4991.70	5156.93
		Jul 1/06	29.00	29.95
			2320.00	2396.00
			5043.87	5209.10
		Jan 1/07	29.30	30.25
			2344.00	2420.00
			5096.05	5261.28
		Jul 1/07	29.60	30.55
			2368.00	2444.00
			5148.23	5313.46
16	Chief Operator - Wastewater Treatment Plant	Jan 1/05	29.35	30.32
			2348.00	2425.60
			5104.75	5273.46
		Jan 1/06	29.65	30.62
			2372.00	2449.60
			5156.93	5325.63
		Jul 1/06	29.95	30.92
			2396.00	2473.60
			5209.10	5377.81
		Jan 1/07	30.25	31.22
			2420.00	2497.60
			5261.28	5429.99
		Jul 1/07	30.55	31.52
			2444.00	2521.60
			5313.46	5482.17

**SCHEDULE "C"**  
**FORTY HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

**C.U.P.E. LOCAL #1048**

Part-time employees engaged in classifications listed in Schedule "B" or "C" to receive the same wage increase as regular full-time employees. These employees are to be paid at the hourly rate of:

**Classification**

Aquafit Instructor	Jan 1/05	19.03
		1522.40
Lifeguard Instructor1		3309.82
	Jan 01/06	19.33
		1546.40
		3362.00
	Jul 01/06	19.63
		1570.40
		3414.18
	Jan 01/07	19.93
		1594.40
		3466.36
	Jul 01/07	20.23
		1618.40
		3518.54
Customer Service/Waterslide Attendant	Jan 1/05	10.46
		836.80
		1819.27
	Jan 01/06	10.76
		860.80
		1871.45
	Jul 01/06	11.06
		884.80
		1923.63
	Jan 01/07	11.36
		908.80
		1975.81
	Jul 01/07	11.66
		932.80
		2027.98

These employees are paid on an hourly basis for the hours worked in compliance with the Employment Standards Act. Employees will be paid double time (2T) for statutory holidays for hours worked. Employees need not work when called.

**SCHEDULE "C"**  
**FORTY HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

**C.U.P.E. LOCAL #1048**

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Additional Off-Schedule Wage Rates

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Classification		
Event Host	Jan 1/05	16.36
		1308.80
		2845.44
	Jan 01/06	16.66
		1332.80
		2897.62
	Jul 01/06	16.96
		1356.80
		2949.80
	Jan 01/07	17.26
		1380.80
		3001.97
Special Events Worker	Jul 01/07	17.56
		1404.80
		3054.15
	Jan 1/05	13.67
		1093.60
		2377.58
	Jan 01/06	13.97
		1117.60
		2429.76
	Jul 01/06	14.27
		1141.60
		2481.93
Jan 01/07	14.57	
	1165.60	
	2534.11	
Jul 01/07	14.87	
	1189.60	
	2586.29	

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**SCHEDULE "C"**  
**FORTY HOUR PER WEEK SCHEDULE**  
**- Hourly, Biweekly, and Monthly Rates are Listed -**

**C.U.P.E. LOCAL #1048**

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**Additional Off-Schedule Wage Rates**

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**Classification**

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	Jan 1/05	14.10
Earl Brown Lot Booth Attendant		1128.00
Parking Booth Attendant		2452.37
	Jan 01/06	14.40
		1152.00
		2504.54
	Jul 01/06	14.70
		1176.00
		2556.72
	Jan 01/07	15.00
		1200.00
		2608.90
	Jul 01/07	15.30
		1224.00
		2661.08
	Jan 1/05	17.85
Assistant Maintenance Worker, Off- Street Parking		1428.00
		3104.59
	Jan 01/06	18.15
		1452.00
		3156.77
	Jul 01/06	18.45
		1476.00
		3208.95
	Jan 01/07	18.75
		1500.00
		3261.13
	Jul 01/07	19.05
		1524.00
		3313.30

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**Aquatics Headguard**

- \$0.45 per hour over capacity

**SCHEDULE "D"**

**CLASSES REQUIRED TO WORK OTHER THAN THE REGULAR WORK WEEK**

All schedules to be five (5) consecutive days per week with two (2) consecutive days off unless otherwise stated.

**LEISURE SERVICES**

- \*a) Aquatic, Arena, or Civic Centre staff employed in cleaning, custodial, maintenance, facility operator or foremen jobs - 9 consecutive hours covering 24 hour period, Monday to Sunday.
- \*b) Community Services Coordinators, Aquatic Coordinator 1, Aquatic Coordinator 2 - 9 consecutive hours per day, between 8:00 a.m. and 10:00 p.m., Monday to Sunday. Shifts shall be determined by event or operational needs. Regular work week is Monday to Friday.
- \*c) Aquatic Cashiers  
Head Aquatic Cashiers - 8 ½ consecutive hours per day between 5:30 a.m. and 12:00 midnight, Monday to Sunday.
- \*d) Events Coordinators, Marketing and Event Coordinator, Promotions & Business Development Coordinator - 9 consecutive hours per day between 6:00 a.m. and 11:00 p.m., Monday to Sunday. Shifts to be determined by event demands. Regular work week is Tuesday - Saturday and/or Sunday - Thursday.
- \*e) Facility Scheduling Coordinators - 9 consecutive hours per day between 6:00 a.m. and 11:00 p.m., Monday to Sunday. Shifts to be determined by event demands. Regular work week (no event demands) is Monday to Friday.
- \*f) City Hall and City Yard Cleaners and Custodians  
RCMP Detachment Cleaners And Custodians
  - 8 ½ consecutive hours per day between 3:00 p.m. and 11:30 p.m., Monday to Friday.
  - 8 ½ consecutive hours per day between 9:00 a.m. and 9:00 p.m., Monday to Sunday.

**SCHEDULE "D"**

**CLASSES REQUIRED TO WORK OTHER THAN THE REGULAR WORK WEEK**

**SYSTEMS**

Computer Technician 3  
Computer Technician 4

- 8 ½ consecutive hours per day, Monday to Friday, between 6:00 a.m. and 5:00 p.m., Tuesday to Saturday, between 6:00 a.m. and 5:00 p.m., Sunday to Thursday, between 6:00 a.m. and 5:00 p.m.

Network Technician

- 8 ½ consecutive hours per day, between 6:00 a.m. and midnight, Monday to Sunday.

**FINANCIAL SERVICES**

- Call Centre: 7:00 a.m. to 5:00 p.m. Monday to Friday.
- Service Center: 8:00 a.m. to 5:00 p.m. Monday to Friday.
- (The following employees are exempt from these schedule 'D' hours: Pam Fillion, Darlene Hudon, Laura Lynn Misener, Betsy Wallis, Karen Welch).

**PARKING CONTROL**

- 8 ½ consecutive hours between 8:00 a.m. and 6:00 p.m. Monday to Saturday.

**ANIMAL CONTROL OFFICERS**

- 8 ½ consecutive hours between 6:00 a.m. and 10:00 p.m. Monday to Sunday.

***STORES***

- 8 ½ consecutive hours between 7:00 a.m. and 5:00 p.m. Monday to Saturday.

**PUMPHOUSE OPERATORS**

- 9 consecutive hours between 8:00 a.m. and 5:00 p.m. Monday to Sunday.

**TREATMENT PLANT OPERATORS**

- 9 consecutive hours between 8:00 a.m. and 5:00 p.m., Monday through Sunday.

**\*BY-LAW ENFORCEMENT OFFICERS**

- 8 ½ consecutive hours per day, Monday to Sunday 8:30 a.m. to Midnight. Employees who were in the By-law Enforcement Officer positions before 1996 are not required to work the Sunday shift.

SCHEDULE "D"

CLASSES REQUIRED TO WORK OTHER THAN THE REGULAR WORK WEEK

R.C.M.P.

- a) Guards
  - 4 shifts consisting of 12 consecutive hours covering 24 hour period Monday to Sunday, followed by 4 shifts off.
- \*b) C.P.I.C. Operators
  - 8 ½ consecutive hours between 8:00 a.m. and 12:00 midnight Sunday to Friday.
- \*c) Dictatypists
  - 8 ½ consecutive hours between 8:00 a.m. to 4:30 p.m. Monday to Friday.
- \*d) RCMP Service Representatives
  - 4 shifts consisting of 12 consecutive hours per day covering 24 hour period, followed by 4 shifts off.
  - 5 shifts consisting of 9 consecutive hours per day between 8:00 a.m. and 8:00 p.m.
- \*e) Watch Clerks
  - 4 shifts consisting of 12 consecutive hours per day covering 24 hour period, Monday to Sunday, followed by 4 shifts off.
  - OR
  - 9 consecutive hours per day between 7:00 a.m. and 4:00 p.m., Monday to Friday.
  - OR
  - 9 consecutive hours per day between 4:00 p.m. and 1:00 a.m., Tuesday to Saturday.
- \*f) Head Watch Clerk, Watch Clerk Supervisor
  - 9 consecutive hours per day between 6:00 a.m. and 1:00 a.m., Monday to Saturday. Shifts shall be determined by training or operational needs. Regular work week shall be Monday to Friday.
- g) Court Administrator
  - 8 ½ consecutive hours per day, Monday – Friday 6:30 a.m. – 3:00 p.m.
- h) Court Liaison
  - 8 ½ consecutive hours per day, Monday – Friday 7:30 a.m. – 4:00 p.m.



**SCHEDULE "D"**

**CLASSES REQUIRED TO WORK OTHER THAN THE REGULAR WORK WEEK**

- i) Community Policing Coordinator
- 8 ½ consecutive hours per day between 8:30 a.m. and 10:00 p.m., Monday to Sunday. Shifts shall be determined by community needs. Regular work week is Monday to Friday.

All total hours include one hour off for lunch. Lunch break may be reduced to one-half (1/2) hour upon Agreement by both parties.

Changes to regular shifts shall only be made after proper notice has been given as provided for under Article 13.

**INSPECTORS/SURVEY CREWS**

- 9 consecutive hours between 7:00 a.m. and 5:00 p.m. Monday to Friday. Following discussion between the employee and the supervisor, start times to 5:00 a.m. may be scheduled for special projects where traffic control problems exist or contract supervision is required.

**TRUCK SANDER DRIVERS**

- maximum of two (2) employees working 9 consecutive hours between 3:00 p.m. and 12:00 midnight, Tuesday to Saturday.

**PARKS OPERATIONS**

Trades Assistant  
Labourer 1  
Equipment Operator 1  
Equipment Operator 2

- 9 consecutive hours per day, Monday to Sunday, 7:00 a.m. to 9:00 p.m. (These hours of work will apply to employees hired, transferred, bumped or promoted into the specified Parks Operations positions after the date of ratification and employees in the position of Trades Assistant prior to July 2001).

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF PRINCE GEORGE**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS #399 AND #1048**

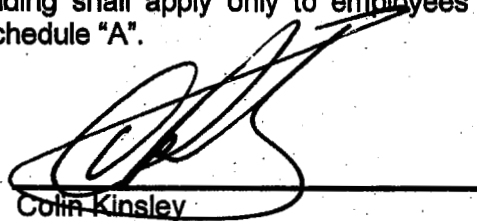
**SEASONAL EMPLOYEES**

The Parties agree that for the purpose of performing work of a seasonal nature, there will be a category of seasonal employee.

- a. Seasonal employees and those backfilling them shall be entitled to move from their permanent home positions to their posted seasonal positions without the use of a subsequent posting. Employees in seasonal positions and those backfilling them shall return to their permanent home positions after their seasonal positions end.
- b. Local 1048-members in Schedule "A" seasonal positions and Local 399 members in Schedule "C" seasonal positions during 2005 up to the date of ratification shall be grandparented. Grandparented employees shall be entitled to move from their permanent home positions to their seasonal positions without the use of a posting. Grandparented employees who are selected to new seasonal or full-time permanent positions shall lose their grandparent status.
- c. The bumping provisions of Article 16.01 of the collective agreement shall apply except that employees in seasonal positions shall not bump employees in permanent positions other than employees in Labourer I positions.
- d. Notwithstanding b., this Letter of Understanding shall apply only to employees whose home and seasonal positions are in Schedule "A".



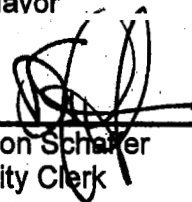
Dennis Marleau  
President, CUPE Local 399



Colin Kinsley  
Mayor



Carlene Keddie  
President, CUPE Local 1048



Don Schaefer  
City Clerk

## LETTER OF AGREEMENT

Between

THE CITY OF PRINCE GEORGE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #1048

**DEFINITION: Special Event**- An event which more than 1000 people attend.

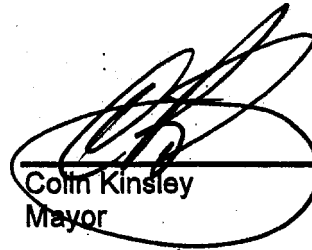
The Employer and the Union agree to continue a position called Special Events Worker at the Exhibition Park (which includes the following buildings; CN Centre, Kin Centre I, II, III, Livestock Arena, Sports Centre, Coliseum and Civic Centre). The Parties agree that all provisions of the collective agreement will apply to this position except where qualified by this Letter of Agreement.

1. Duties of the Special **Events** Worker will be restricted to those directly related to the special events they are working for.
2. Special Events Workers will not do work normally performed by other bargaining unit classifications.
3. Net **Pegger**, for the purpose of this agreement, shall be considered a Special Events Worker.
4. Special Events Workers shall be youth ages 16 - 24 and people with disabilities.
5. Special Events Workers who perform jobs outside Special Events Workers' duties shall be paid the regular rate of pay for the work performed.
6. Special Events Worker positions shall not be contracted out while this Letter of Agreement is in force.
7. Special Events Workers will be either irregular part-time or regular part-time employees according to the provisions of Article 9.07 of the Collective Agreement.

8. Rate of pay of Special Events Workers shall be \$13.69 per hour as of January 1, 2005. This rate is subject to any other increases that Local 1048 receives, such as those that might result from Job Evaluation.
9. With thirty (30) days written notice, either party may terminate this agreement.
10. This agreement will expire at the conclusion of this Collective Agreement.



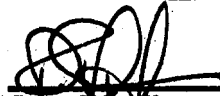
Dennis Marleau  
President, CUPE Local 399



Colin Kinsley  
Mayor



Carlene Keddie  
President, CUPE Local 1048



Don Schaffer  
City Clerk

LETTER OF UNDERSTANDING

Between

THE CITY OF PRINCE GEORGE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS #399 AND #1048

CITY WATCH PROGRAM

The City of Prince George and CUPE, Locals 399 and 1048 agree to establish a City Watch Committee to oversee and maintain the City Watch program.

The Committee shall be comprised of one representative from CUPE 399, one representative from CUPE 1048 and two representatives from the City.

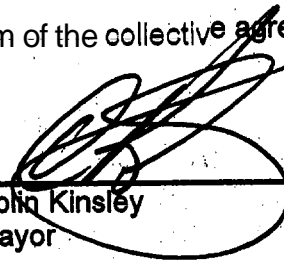
The Committee shall meet once quarterly during the term of the collective agreement.



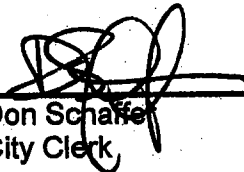
Dennis Marleau  
President, CUPE Local 399



Carlene Keddie  
President, CUPE Local 1048



Colin Kinsley  
Mayor



Don Schaefer  
City Clerk

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF PRINCE GEORGE**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS # 399 AND #1048**

**AUTOMOTIVE MECHANICS**

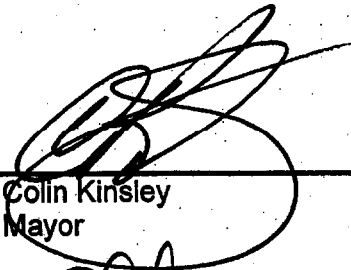
The parties agree that for the term of this agreement automotive mechanics currently on payroll will not be laid off as a result of the transportation policy.



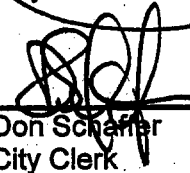
Dennis Marleau  
President, CUPE Local 399



Carlene Keddie  
President, CUPE Local 1048



Colin Kinsley  
Mayor



Don Schaffer  
City Clerk

**TERMS OF REFERENCE**  
**BETWEEN THE CITY OF PRINCE GEORGE**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS #399 AND #1048**  
**ON**  
**ESTABLISHING WORKPLACE JOINT**  
**HEALTH AND SAFETY COMMITTEES, AND A**  
**CENTRAL COMMITTEE**

1. There shall be ~~two~~ levels of ~~committees~~ within the City of Prince George. They are: Workplace Joint Health and Safety Committees and a Central Joint Health and Safety Committee.
2. As prescribed within Division 4 Section 125(a) of the Workers' Compensation ~~Amended Act~~, the Workplace Joint Health and Safety Committees shall be established within locations where there are 20 or more employees with a minimum equal representation of 2 CUPE Representatives and 2 employer representatives. The representation of both parties must ~~come~~ from the work location the committee represents.

Where the work location numbers warrant a larger number of committee members, the employer and the unions will jointly determine the size of the membership.

The Workplace Joint Health and Safety Committees will be known as (location name) Site committees and will fulfill the requirements of section 130 of the Act specific to the location and areas they represent. Committee reports and recommendations shall be distributed as required and ~~forwarded~~ to the employer who shall ensure that the Central Committee and unions receive the documentation.

For other locations within the City of Prince George where the numbers are less than 20 (Environmental Services and the Multiplex and Kin Centres), the same equal representation will form part of a Site Committee within the assigned area. At these combined sites, there will be one employer representative and one union representative from each location.

3. Records

The Site Committee will keep accurate records of all matters that come before it. The committee will maintain copies of its minutes for a period of at least two years from the date of the joint occupational health and safety committee meeting to which they related. (**NOTE:** first aid records should be kept for at least ten years; education and training related records should be kept for at least three years after the training session.)

4. Meetings

- a) The committee shall meet on a monthly basis
- b) Special meetings, if required, will be held
- c) A quorum shall consist of 50% plus one of the members. Employer representatives cannot out number the worker representatives.
- d) The committee will add procedures it considers necessary for the meetings as per section 134 of the WCB Act
  - 1. A member of a joint committee is entitled to time off from work for
    - (a) the time required to attend meetings of the committee, and
    - (b) other time that is reasonably necessary to prepare for meetings of the committee and to fulfill the other functions and duties of the committee
  - 2. Time off under sub section 1 is deemed to be time worked for the employer and the employer must pay the member for that time.

5. Agendas and Meeting Reports

- a) An agenda will be prepared by the co-chairs, distributed to members one week prior to the meeting.
- b) A report of the meeting will be prepared as soon as possible (5 working days) after the meeting.
- c) A copy of the report of each meeting will be posted promptly at each work site, in a place readily accessible to employees for whom this committee is responsible, with copies forwarded to the Central Committee, employer and the unions

Co-chairs

- a) The committee will elect co-chairs from its membership
- b) The worker representatives shall select a co-chair (with the endorsement of their union)
- c) The employer representatives shall select a co-chair
- d) The co-chairs shall
  - e Rotate chairing the meetings
  - Prepare the agendas
  - Review previous meeting reports and material prior to the meeting
  - e Arrange for the meeting place
  - e Notify members of meetings
  - e Approve meeting report



- e Forward a copy of meeting reports to the committee members, Central Committee, employer and unions
- e Prepare recommendations and forward to the employer for a response
- e Prepare all correspondence
- e Invite resource people as approved by the committee
- e Ensure that the discussion concludes with a definite decision or recommendation with an action plan and responsibility designation

## 7. Terms of Office

- a) Committee members will sit on the committee for a term of two years, a committee member is not limited to one term. (**NOTE:** Committees are more effective if terms of office overlap for committee members. This allows a mix of new and experienced committee members on the committee).
- b) If a member of the committee chosen by the workers is unable to complete the term of office, the union they represent will select another member.
- c) If a member of the committee appointed by the employer is unable to complete the term of office, the employer will appoint another member.
- d) All members will attempt to have an alternate member to attend meetings in their place, when they are unavailable to attend.

## 8. Recommendations to the Employer

- a) They must be related to health and safety issues
- b) If a non-compliance issue, outline the section within the act and regulation
- c) When possible forward complete information such that the employer will not need more information to make a decision.

## 9. Assistance in resolving disagreement within the committee.

If the Site Committee is unable to reach agreement on a matter relating to the health or safety of workers at the workplace, either co-chair of the committee will discuss the issue with their representatives on the committee. The issue will then be forward to the Central Committee for mediation prior to reporting to the Workers' Compensation Board, which may investigate and attempt to resolve the matter.

## 10. Amendments

These terms of reference may be amended by vote of the committee members, in consultation with the employer and their respective unions.

11. Educational Leave

- 1) Each member of a joint committee is entitled to an annual educational leave totaling 8 hours, or a longer period if prescribed by regulation, for the purposes of attending occupational health and safety training courses conducted by or with the approval of WCB.
- 2) A member of the joint committee may designate another member as being entitled to take all or part of the member's educational leave.
- 3) The employer must provide the educational leave under this section without loss of pay or other benefits and must pay for, or reimburse the worker for, the costs of the training course and the reasonable costs of attending the course.
- 4) The Unions, in consultation with the Employer, will have the right to choose the organization to give the training as long as it meets the WCB requirements.

12. Other employer obligations to support committee

- 1) The employer must provide the joint committee with the equipment, premises and clerical personnel necessary for the carrying out of its duties and functions.
- 2) On request of the joint committee, the employer must provide the committee with information respecting;
  - a) The identification of known or reasonably foreseeable health or safety hazards to which workers at the workplace are likely to be exposed.
  - b) Health and safety experience and work practices and standards in similar or other industries of which the employer has knowledge,
  - c) Orders, penalties and prosecutions under this Part or the regulations relating to health and safety at the workplace, and
  - d) Any other matter prescribed by regulation.

13. Purpose of a Central Committee.

The purpose of the Central Committee is to examine health and safety issues with an organizational perspective. This includes reviewing:

- the employer's health and safety policy and procedures to ensure compliance with the Workers' Compensation (Occupational Health and Safety) Amendment Act and the regulation
- education needs
- reports from Site Committees
- reports from W.C.B.

Each Workplace Health and Safety Committee has the responsibility to examine any issues that impact health and safety in the workplace and make recommendations as stipulated in the act. The Central Committee may consult with the site committees on their reports and recommendations.

Membership and function of the central committee


CUPE local 399 representation will be two members, CUPE local 1048 three members, and the employer will select five representatives. Representatives will be selected from the co-chairs of the Site Committees. The duties and function of the Central Committee will follow the above terms of reference set out for the Site Committees with meeting being held every 3 months or if required more often at the call of the co-chairs.

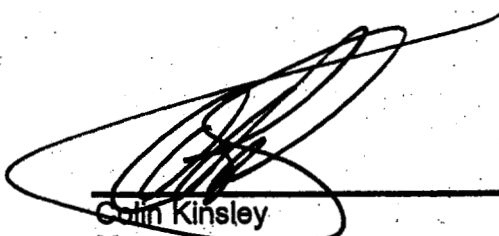
REPRESENTATION ON WORKPLACE JOINT HEALTH AND SAFETY COMMITTEES

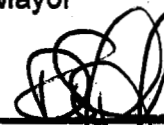
City Hall	2 workers and 2 employers
Public Works 18 <sup>th</sup> Avenue	2 workers and 2 employers
RCMP	2 workers and 2 employers
Four Seasons Pool and Aquatic Centre	3 workers and 1 employer
CN Centre, Kin Centres Civic Centre, Coliseum and Elksentre	5 workers and 4 employers
Parks	2 workers and 2 employers
Utilities	4 workers and 4 employers

Representatives on the committees will ensure their alternates are well informed and available when they cannot attend meetings.

  
Dennis Marleau  
President, CUPE Local 399

  
Carlene Keddie  
President, CUPE Local 1048

  
Colin Kinsley  
Mayor

  
Don Schaffer  
City Clerk

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF PRINCE GEORGE**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS #399 AND #1048**

**MEDICAL CERTIFICATE**

During the term of this collective agreement, to allow for a trial period, the parties agree to use the below mentioned medical certificate clause in place of the one specified in Article 19.03.

1. Medical Certificate

A Medical Certificate shall be provided by the employee when claiming sick leave equal to or greater than three (3) consecutive working days if requested by an exempt supervisor.

Where a member's annual rate of sick leave usage exceeds the bargaining unit local average, if requested by an exempt supervisor, the employee will provide a Medical Certificate for a sick leave occurrence, regardless of the length of the occurrence.

The City agrees to reimburse one hundred (100) percent of the cost of obtaining the Medical certificate on receipt of proof of purchase.

The Union through its Shop Stewards, and the Employer agree to work together in solving problems with employees abusing sick leave.

2. Termination

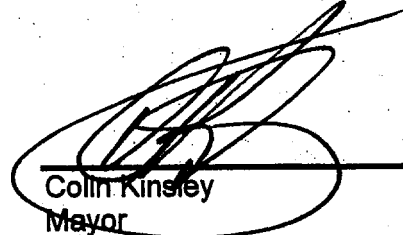
- a. This letter of understanding will expire at the end of the current Collective Agreement.
- b. This letter of understanding will be reviewed at the end of each calendar year.



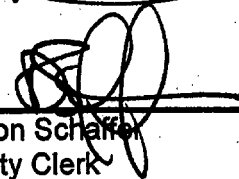
Dennis Marleau  
President, CUPE Local 399



Carlene Keddie  
President, CUPE Local 1048



Colin Kinsley  
Mayor



Don Schaffer  
City Clerk

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF PRINCE GEORGE**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS # 399 AND # 1048**

**CO-OPERATIVE EDUCATION**

The parties recognize the advantages, of assisting co-operative education students to obtain practical work experience. Only individuals enrolled in recognized co-operative education programs may apply for co-operative education positions. The parties agree that a maximum of three (3) co-operative education students will be employed by the City concurrently.

Co-operative education students may be employed to perform bargaining unit work and will be paid in accordance to the collective agreement. Students will be defined as irregular part-time employees and will receive a percentage of gross pay in lieu of benefits in accordance with part-time language in the collective agreement and will not accumulate seniority.

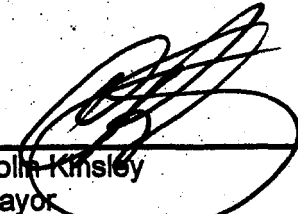
No regular employees will be laid off as a result of students being employed and all employees, who are qualified to perform the jobs performed by students, will be recalled before a student is hired. Co-operative Education positions may be filled for periods of up to four months, without internal posting.



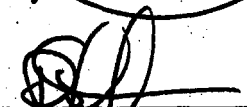
Dennis Marleau  
President, CUPE Local 399



Carlene Keddie  
President, CUPE Local 1048



Colin Kinsley  
Mayor



Don Schaffer  
city Clerk

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF PRINCE GEORGE**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS # 399 AND # 1048**

**EXTENSION OF LAYOFF**

During the term of the collective agreement, to allow for a trial period, the parties agree to add the below mentioned Extension of Layoff language to Article 16. Upon sixty (60) days written notice, either the Employer or the Union may terminate this agreement.

Article 16:02 (h) Extension of Lay-offs

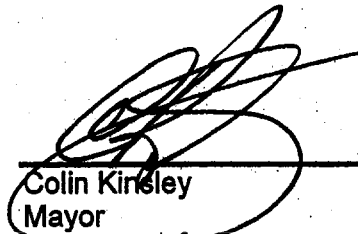
Where an employee's scheduled layoff date is extended the employee shall receive one notice prior to the original scheduled lay-off date, confirming their lay-off date has been extended, and a second notice within five (5) working days of the final lay-off date, confirming the final date of lay-off.



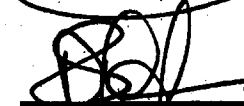
Dennis Marleau  
President, CUPE Local 399



Carlene Keddie  
President, CUPE Local 1048



Colin Kinsley  
Mayor



Don Schaffer  
City Clerk

## LETTER OF UNDERSTANDING

Between

THE CITY OF PRINCE GEORGE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #1048

### TRANSITIONAL WINTER OPERATIONS POSITIONS

During the term of the current collective agreement, to allow for a trial period, the parties agree to add the below mentioned Winter Operations Transitions Letter of Understanding to the Collective Agreement. Upon sixty (60) days written notice, either the Employer or the Union may terminate this agreement.

#### Home Position to Winter Season Position

Where an afternoon or night shift is established for the purpose of transition into winter operations, placement of employees on those shifts shall be appointed based on the following priority order:

1. By order of seniority, members who express an interest, are not on lay-off, own a winter season position, and based on operational requirements can be released from their home position. Members who express an interest shall be paid the rate for the position required.
2. If an insufficient number of members express an interest, members will be appointed by reverse order of seniority within the group of employees who are not on layoff, own winter season positions in the classification required, and based on operational requirements can be released from their home position. Members shall be paid their winter seasonal rate when appointed.

#### Winter Season Position to Home Position

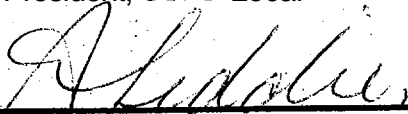
When the winter season ends, members shall return to their home positions based on the following priority order:

1. By order of seniority members who express an interest to immediately return to their home position and based on operational requirements can be released from their winter season position. Members shall be paid their home position rate starting at the time they return to their home position.

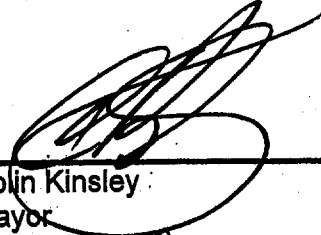
2. If an insufficient number of members express an interest, members will return to their home positions by reverse order of seniority subject to qualifications, and operational requirements within the member's home division. Members shall be paid their home position rate starting at the time they return to their home position.



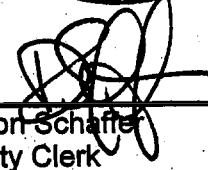
Dennis Marleau  
President, CUPE Local 399



Carlene Keddle  
President, CUPE Local 1048



Colin Kinsley  
Mayor



Don Schaffer  
City Clerk

120



**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF PRINCE GEORGE**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS #399 AND #1048**

**ON ESTABLISHING A SICK LEAVE COMMITTEE**

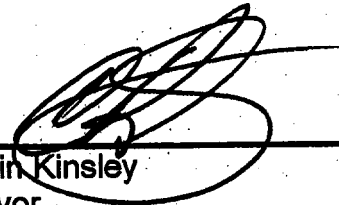
The purpose of the committee will be to discuss potential improvements to CUPE 399 and 1048's sick leave coverage that would maximize benefits without increasing costs. The Committee will review CUPE 399 and 1048's sick leave statistics and short, medium, and long term sick leave plan designs and costs.



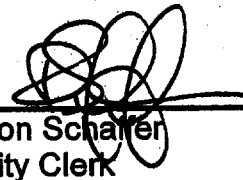
Dennis Marleau  
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**LETTER OF UNDERSTANDING**

**between**

**THE CITY OF PRINCE GEORGE**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #1048**

**GUARD, WATCH CLERK AND RCMP SERVICE REPRESENTATIVE  
HOURS OF WORK**

The following will apply to 1) Guard positions, 2) Watch Clerk positions, and 3) Service Representative positions at the R.C.M.P. Detachment.

1. The Terms of the Collective Agreement apply except when changed and otherwise noted in this memorandum.
2. Annual vacation, sick day and statutory holiday entitlement shall be expressed in terms of "Working hours" rather than "Working days" with the entitlement of one "Working day" under the Agreement equaling eight (8) hours.

Employees scheduled to work a twelve hour shift will be paid at straight time for all hours during their regular shift.

3. Shifts for the positions shall be as set out in schedule D of the collective agreement
4. Breaks for the 12 hour Watch Clerk and Service Representatives shall be one (1) hour paid meal break and three (3) ten (10) minute rest breaks.

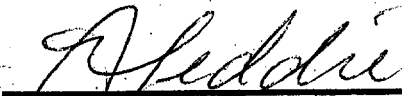
Breaks for the 12 hour Guard position shall be one (1) hour paid meal break to be combined with three ten (10) minute rest breaks for a total of 1.5 hours. Mealtime Relief Employee to be supplied by the Employer through a split shift, two (2) hours per shift.

5. Floater time for all 12 hour positions shall be nine (9) shifts per year.
6. Shift differential shall be paid on the Night Shift only at Night Shift rate. Sunday premium shall be paid for all shift hours for shifts that begin on Sunday. The shift differential shall be paid at the shift differential rate defined in the current Collective Agreement.

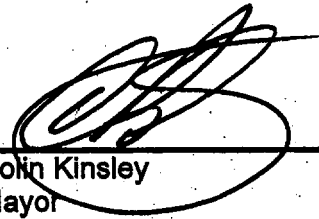
7. Any time worked in addition to a completed shift or in the event of a callout shall be paid at the appropriate rate of pay as per the Collective Agreement.
8. Employees on the above mentioned shifts required to work on a Statutory holiday will be paid a premium only if their shift begins on the Statutory holiday. Coverage will not be required on Statutory holidays in the positions on the 8 hour shifts.
9. Either party may withdraw this Letter of Understanding at the expiry of the current collective agreement.



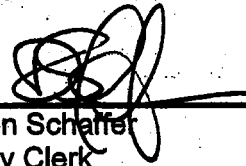
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LETTER OF UNDERSTANDING

between

THE CITY OF PRINCE GEORGE

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THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS #399 AND #1048

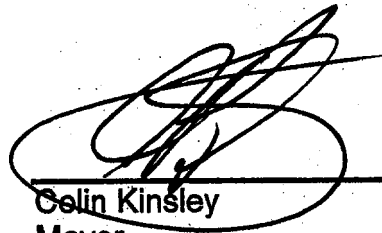
JOB SECURITY

The Parties agree on the following terms regarding job security:

1. For the duration of this Letter of Understanding, no full-time permanent employee will be laid off from the City.
2. "Laid off from the City" will be defined as the status of an employee who is not actively working for the City due to a shortage of work.
3. An employee may request a **voluntary** layoff in accordance with Article 16.02.
4. This Letter of Understanding will not apply to reductions in the workforce caused by legislative requirements.
5. This letter of understanding will be in effect for the term of the January 1, 2005 – December 31, 2007 collective agreement.



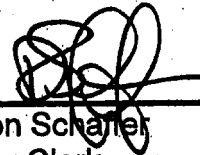
Dennis Marleau  
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Mayor



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President, CUPE Local 1048



Don Schaefer  
City Clerk

**LETTER OF UNDERSTANDING**

between

**THE CITY OF PRINCE GEORGE**

and

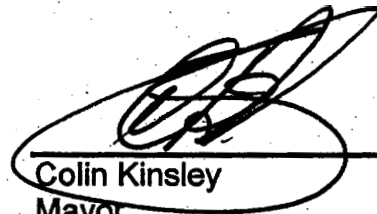
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS #399 AND #1048**

**SHIFT ASSIGNMENT**

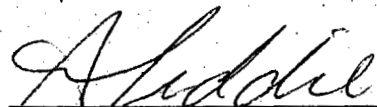
To address the Union's issues concerning shift assignment, the Parties agree to establish a joint committee. The committee will consist of no more than one (1) representative of **CUPE Local 399**; one (1) representative of **CUPE Local 1048**; and two (2) representative of the *City of Prince George*. The committee will continue to meet until **December 31, 2005** or such later date as is mutually agreed to by the Parties. Where the Committee reaches agreement on any change(s), the Parties may mutually agree to implement those change(s).



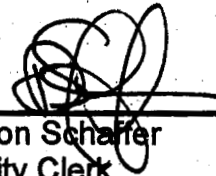
\_\_\_\_\_  
Dennis Marleau  
President, CUPE Local 399



\_\_\_\_\_  
Colin Kinsley  
Mayor



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Carlene Keddle  
President, CUPE Local 1048



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Don Schaffer  
City Clerk

125