

**Collective Agreement**  
Between

The city of Prince George

and

CUPE Local 399 (outside workers)

and

Local 1048 (inside workers)

Begins:  
2008

Terminates:  
2012

07298 (11)

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**THIS AGREEMENT MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2008**

**BETWEEN:**

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

PARTY OF THE FIRST PART

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
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, physical or mental disability, 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.

#### **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 #048 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) Existing employees selected or appointed to limited duration positions will return to their original position at the end of their limited duration appointment. New employees hired for limited duration appointments will have their employment terminated at the end of their limited duration appointment with the exception of those who become permanent under the provisions of 9.08 (a) or those who are successful in bidding on another vacancy during their limited duration term.
- (f) 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 twelve (12) months. After nine (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 (12) 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) Job sharing arrangements will be reviewed in the ninth (9<sup>th</sup>) month of each successive twelve (12) month term. If the employees involved, the Department Head or designate and the Union approve, it shall be renewed. Otherwise it will be cancelled at the end of the twelve (12) month term.
- (iv) Sharees or Sharers may opt out of a job sharing arrangement at any time during the twelve (12) month term upon ninety (90) days written notice to their supervisor of their intention to do so.

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 (12) 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).

\*9.10 Co-operative Education

The parties recognize the advantages of assisting co-operative education students to obtain practical work experience and agree that they may be employed under the following conditions

- (a) Only individuals enrolled in recognized co-operative education programs may apply for co-operative education positions.
- (b) A maximum of three (3) co-operative education students may be employed by the City concurrently.
- (c) Co-operative education students may be employed to perform bargaining unit work and will be paid in accordance with the Collective Agreement.
- (d) Co-operative education students will be defined as irregular part-time employees. In accordance with Article 9.07 (c) of the Collective Agreement, they will receive a percentage in lieu of benefits and will not accumulate seniority.
- (e) No regular employees will be laid off as a result of co-operative education students being employed and all employees who are qualified to perform the jobs performed by the students, will be recalled before co-operative education students are hired.
- (f) Co-operative education positions may be filled for periods of up to four (4) months, without internal posting.

**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 (2) 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:
  - (i) Stephen Kelleher;
  - (ii) David McPhillips;
  - (iii) 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 one (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 (1) 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) Depending on the nature of the incident, the employee to be suspended or discharged may be relieved of duties with pay pending investigation into the incident leading to the disciplinary review.
- (b) The employee shall be advised in writing of the disciplinary action to be taken. Unless the offence is of an extremely serious nature, suspensions shall not be served until Step 3 of the grievance, if any, is concluded. Discharge decisions shall be effective from the date that written notice is provided.

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

### **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 twelve (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 eighteen (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 thirty (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 (6) 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 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) Notwithstanding section (a), employees will not be permitted to bank overtime hours for work performed that is funded by the Provincial Emergency Program or equivalent government funding program.
- (c) 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 (10) working days shall be paid out on the following paycheque.
- (d) Time off shall be taken at a time mutually agreeable to the employee and Employer, and time may be taken in days or part-days.

- (e) Upon fourteen (14) days written notice, an employee with banked overtime may request pay-out of the total amount or any portion of it.
- (f) 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 ten (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 thirty (30) working days from date of selection. Upon assumption of the new job or after fifteen (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 (13) 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 (13) 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.

- (g) 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) 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 Community Services Department 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 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.

- (f) 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 Pay 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 Community 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, (250) 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 the 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.
- (f) 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.

19.11 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, brother-in-law, sister-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 (3) days paid leave per year (to a maximum of fifteen (15) days per year for all CUPE employees) and five (5) 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 Equipment Operators During Breakdown (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 to the probationary step of the new pay grade or, if that rate of pay is less than his current rate of pay, to the non-probationary step.
- (b) Employees who are initially placed in the probationary step of the new pay grade shall move to the non-probationary step upon successful completion of their probationary period.

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 (seventy five (75) cents effective Jan. 1/09) 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

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.

## 22.1/ 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 plan 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 an 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. Effective August 1, 2008, the Plan C lifetime maximum shall be \$3,000 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. Pay Direct Card provided.
- (b) Prescription smoking cessation drugs. The lifetime maximum is \$300 per insured.
- (c) Prescription birth control.
- (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 fifty-two (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) Effective August 1, 2008, hearing aids to a maximum of \$2,000 in a 5 calendar year period.
  - (iii) Effective August 1, 2008, vision care coverage of 100% of \$350 per 2 calendar years.
  - (iv) Eye examination coverage of 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 ninety (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 just 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.

- (f) 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.
- (j) Employees performing traffic control – high visibility jackets – type chosen in consultation with affected employees.

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 (1) 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) 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) light jacket 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.
- (f) Post-probationary regular full and part time lifeguards and aquatic leaders will receive one (1) 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. B.C. to wear safety boots will receive a \$75/year allowance toward their purchase.

ARTICLE 27 - GENERAL CONDITIONS

27.01 Proper Accommodation

Proper accommodation shall be provided at the Employer's place of business for employees to have their lunch and keep their clothes worn that day.

27.02 Bulletin Boards

The Employers 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 City'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.

\*27.13 Aquatic Report Card Preparation Time

Employees required to complete aquatic report cards will receive three minutes of regular pay per card. Employees will identify this paid time on their timesheets.

**ARTICLE 28 - HEALTH AND SAFETY**

28.01 Compliance with Workers' Compensation Board B.C.

- (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 B.C. 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 B.C.

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 Right to Refuse Hazardous Work

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

An employee's refusal to carry out hazardous work shall be in compliance with the Workers' Compensation Board B.C.'s Occupational Health and Safety Regulations.

No employee shall be subject to disciplinary action because he has acted in compliance with the foregoing paragraphs or an order by the board.

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) The City will maintain a pool of First Aid Attendants who hold a minimum of a current Occupational First Aid Level II certificate;
- (b) First Aid Attendants in the pool shall receive a premium of seventy-five (75) cents per hour in addition to their regular hourly rate of pay regardless of whether they are the designated First Aid Attendant or not. This premium is already reflected in the Yardperson/First Aid Attendant wage identified in Schedule "A".
- (c) The City will pay the cost of wages and fees to obtain Level II certification and recertification to the First Aid Attendants in the pool.

(d) Selection

When selecting First Aid Attendants to the pool, in addition to considering qualifications, ability and seniority per Article 15.02, the following criteria shall apply:

- (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;
- (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) whether his other work will enable him to provide designated First Aid Attendant duties in the areas required by the City; and
- (iv) a bargaining unit members are not available to act as First Aid attendants, the City may meet its first aid requirements internally or externally as it sees fit.

(e) maintenance in the pool will be contingent upon maintaining a valid Level II certification and meeting the requirements set out in paragraph (d).

(f) all other employees holding a valid Occupational First Aid Level II certification shall receive twenty five (25) cents per hour in addition to their regular wage. The City will require these Employees to act as designated First Aid Attendants in the absence of employees in the pool. When acting as designated First Aid Attendants, employees shall receive the seventy-five (75) cent per hour premium.

## **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.

(c) Professional Association Memberships and Certifications

Effective January 1, 2009, permanent full-time and regular part-time employees who have passed their probationary period and who are required by the Employer to maintain a membership in a professional association or to maintain a certification shall be reimbursed the annual fees of that membership or certification upon submission of proof of payment.

(d) Drivers' Medical Examination?

Effective January 1, 2009, permanent full-time and regular part-time employees who have passed their probationary period, who are required by the Employer to maintain a Class 1 or a Class 3 Driver's Licence and, to maintain that licence are required by the Superintendent of Motor Vehicles to have a medical examination, shall be reimbursed the cost of that examination upon submission of proof of payment.

\*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	mechanical
painting	welding
electrical	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 provide a leave of absence to apprentices for the appropriate time periods to attend school in conjunction with the apprenticeship training program. Apprentices will suffer no loss of wages or other benefits while attending school.

(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.

##### (b) 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 (6) 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**

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, 2008, A.D., up to and including the last day of December, 2012, 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 17 day of October, 2008 in the City of Prince George in the Province of British Columbia.

**EMPLOYEE TYPES AND ENTITLEMENTS**  
(For Reference Only)

ENTITLEMENTS	EMPLOYEE TYPE				
		Full-time		Part-time	
	Regular	Limited	Duration	Regular	Irregular
		Specific Work	Replacement		
Definition	- Works indefinitely	- Works up to 5 months	- Works for the length of time the employee who's being replaced is absent	- Works 880 hours or more per 12 month period indefinitely	- Works less than 880 hours per 12 month period indefinitely
Hours Per Week	- Works regular 40 (Sched A/C) or 37.5 (Sched B) hour week	- works regular 40 (Sched A/C) or 37.5 (Sched B) hour week	- Works regular 40 (Sched A/C) or 37.5 (Sched B) hour week	- Works less than regular. 40 (Sched A/C) or 37.5 (Sched B) hour week	- Works less than regular 40 (Sched A/C) or 37.5 (Sched B) hour week
Position Posting	- Posted	- Advance notification to the Union if less than 2 months	- Posted if 2 months or more unless is a backfill	- Posted if 2 months or more	- Posted if 2 months or more
Probation	- 120 working days in a twelve month period	- 120 working days in a twelve month period	- 120 working days in a twelve month period	- 120 working days in a twelve month period	- 120 working days in a twelve month period
Employment Status	- Upon completion of probation, employment is permanent	- Upon completion of appointment, unless new employee works more than 120 days in 12 month period, employment is terminated	- Upon completion of appointment, new employee's employment is terminated	- Upon completion of probation, employment is permanent	- Upon completion of probation, employment is permanent

ENTITLEMENTS	EMPLOYEE TYPE				
	Full-time			Part-time	
	Regular	Limited Duration		Regular	Irregular
		Specific Work	Replacement		
Seniority	- Upon completion of probation, seniority date is start date	- upon completion of probation, seniority date is first day of 12 month period in which worked 120 days	- upon completion of probation, seniority date is start date	- Upon completion of probation, seniority date is first day of 12 month period in which worked 880 hours	- NO seniority
Benefits	- pension and benefit plans and paid leaves	- 12% of gross pay in lieu of benefits	- 12% of gross pay in lieu of benefits OR - if works 6 months or more, pension and benefit plans and prorated leaves	- 12% of gross pay in lieu of benefits OR - pension and benefit plans and prorated leaves	- 12% of gross pay in lieu of benefits

C.U.P.E. LOCAL #399

EMPLOYEE CLASSIFICATION AND WAGE SCHEDULE

	January 2008	January 2009	January 2010	January 2011	January 2012
<b>GENERAL</b>					
Labourer (Unlicensed)	23.33	24.03	24.75	25.49	26.25
Labourer 1	23.84	24.56	25.30	26.06	26.84
Janitor	23.97	24.69	25.43	26.19	26.98
Labourer 2	24.24	24.97	25.72	26.49	27.28
Trades Assistant	24.64	25.38	26.14	26.92	27.73
Yardperson/First Aid Attendant (includes First Aid premium)	25.01	25.76	26.53	27.33	28.15
Utilities Serviceman	25.27	26.03	26.81	27.61	28.44
Sign Repair Person	25.28	26.04	26.82	27.62	28.45
Sign Repair Person 1	25.89	26.67	27.47	28.29	29.14
Line Painter Operator-Training	25.97	26.75	27.55	28.38	29.23
Asphalt Raker 1 (incl. Dirty Pay)	26.04	26.82	27.62	28.45	29.30
Traffic Control Person	26.10	26.88	27.69	28.52	29.38
Utilities Serviceman-Certified	26.56	27.36	28.18	29.03	29.90
Line Painter Operator	27.21	28.03	28.87	29.74	30.63
<b>SUPERVISORS</b>					
Assistant Foreman	30.00	30.90	31.83	32.78	33.76
Foreman	30.72	31.64	32.59	33.57	34.58
Fleet Instructor	30.72	31.64	32.59	33.57	34.58

SCHEDULE "A"

EMPLOYEE CLASSIFICATION AND WAGE SCHEDULE

C.U.P.E. LOCAL #399

	January 2008	January 2009	January 2010	January 2011	January 2012
<b><u>TRUCK DRIVERS</u></b>					
TD 1 - Class 5	25.06	25.81	26.58	27.38	28.20
TD 2 - Training	25.16	25.91	26.69	27.49	28.31
TD 2 - (GVW 12,701 - 18,200 kg incl. Garbage collector/driver)	25.51	26.28	27.07	27.88	28.72
TD 3 - Training	25.80	26.57	27.37	28.19	29.04
TD 3 - Class 3 with Air	26.10	26.88	27.69	28.52	29.38
WTD 3 - Training	26.10	26.88	27.69	28.52	29.38
TD 4 - Training	26.59	27.39	28.21	29.06	29.93
TD 3 - Chargehand (Hiab)	26.75	27.55	28.38	29.23	30.11
WTD 3	27.10	27.91	28.75	29.61	30.50
TD 4 - Class 1 with Air	27.17	27.99	28.83	29.69	30.58

EMPLOYEE CLASSIFICATION AND WAGE SCHEDULE

C.U.P.E. LOCAL #399

	January 2008	January 2009	January 2010	January 2011	January 2012
<b><u>EQUIPMENT OPERATOR</u></b>					
EQ 1 - 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. (14,999 lbs); sidewalk snow plow.	24.57	25.31	26.07	26.85	27.66
EQ 2 - Training	24.72	25.46	26.22	27.01	27.82
EQ 2 - Forklift; compactors over 6,804 kg. (15,000 lbs.); crawler tractors D2-D3 and tallgate paver; Waldron back hoe; ridden mowers of over 2.13m (7ft. swath); front bucket bobcat; sidewalk snow plow with trailer.	25.90	26.68	27.48	28.30	29.15
EQ 3 - Training	25.90	26.68	27.48	28.30	29.15
EQ 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; tractor.	27.16	27.97	28.81	29.67	30.56
EQ 4 - Training	27.16	27.97	28.81	29.67	30.56
EQ 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.	28.51	29.37	30.25	31.16	32.09
EQ 5 - Training	28.51	29.37	30.25	31.16	32.09
EQ 5 - Crawler tractor D8, D9 equivalent: back hoe over 0.76 cu.m. (1 cu.yd.); finishing grader.	29.03	29.90	30.80	31.72	32.67

**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"

EMPLOYEE CLASSIFICATION AND WAGE SCHEDULE

C.U.P.E. LOCAL #399

		January 2008	January 2009	January 2010	January 2011	January 2012
<b><u>CARPENTERS, MILLWRIGHTS, PLUMBERS and WELDERS</u></b>						
Apprentice Carpenter						
Apprentice Millwright						
Apprentice Plumber						
Apprentice Welder						
1st 6 months-70%	journeyman rate	21.46	22.10	22.76	23.45	24.16
2nd 6 months-72.5%	journeyman rate	22.22	22.89	23.58	24.29	25.02
3rd 6 months-75%	journeyman rate	22.99	23.68	24.39	25.13	25.88
4th 6 months-77.5%	journeyman rate	23.75	24.47	25.20	25.96	26.75
5th 6 months-80%	journeyman rate	24.52	25.26	26.02	26.80	27.61
6th 6 months-82.5%	journeyman rate	25.29	26.05	26.83	27.64	28.47
7th 6 months-85%	journeyman rate	26.05	26.83	27.64	28.48	29.33
8th 6 months-90%	journeyman rate	27.59	28.41	29.27	30.15	31.06
<b><u>MECHANICS</u></b>						
Apprentice Mechanic						
1st 6 months-70%	journeyman rate	21.49	22.13	22.80	23.49	24.19
2nd 6 months-72.5%	journeyman rate	22.26	22.92	23.61	24.32	25.06
3rd 6 months-75%	journeyman rate	23.03	23.72	24.43	25.16	25.92
4th 6 months-77.5%	journeyman rate	23.79	24.51	25.24	26.00	26.78
5th 6 months-80%	journeyman rate	24.56	25.30	26.06	26.84	27.65
6th 6 months-82.5%	journeyman rate	25.33	26.09	26.87	27.68	28.51
7th 6 months-85%	journeyman rate	26.10	26.88	27.68	28.52	29.38
8th 6 months-90%	journeyman rate	27.63	28.46	29.31	30.20	31.10

**EMPLOYEE CLASSIFICATION AND WAGE SCHEDULE**

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

		January 2008	January 2009	January 2010	January 2011	January 2012
<b><u>ELECTRICIANS</u></b>						
Apprentice Electrician						
1st 6 months-70%	journeyman rate	21.57	22.21	22.88	23.56	24.27
2nd 6 months-72.5%	journeyman rate	22.34	23.00	23.69	24.40	25.14
3rd 6 months-75%	Journeymanrate	23.11	23.80	24.51	25.25	26.00
4th 6 months-77.5%	journeyman rate	23.88	24.59	25.33	26.09	26.87
5th 6 months-80%	journeyman rate	24.65	25.38	26.14	26.93	27.74
6th 6 months-82.5%	journeyman rate	25.42	26.18	26.96	27.77	28.60
7th 6 months-85%	journeyman rate	26.19	26.97	27.78	28.61	29.47
8th 6 months-90%	journeyman rate	27.73	28.56	29.41	30.29	31.20



SCHEDULE "A"

EMPLOYEE CLASSIFICATION AND WAGE SCHEDULE

C.U.P.E. LOCAL #399

	January 2008	January 2009	January 2010	January 2011	January 2012
FOR THE FOLLOWING POSITIONS MARKED WITH A BULLET (*), THE RATES INCLUDE TOOL ALLOWANCE					
HVAC Tradesperson	29.89	30.79	31.71	32.66	33.64
Concrete Finisher (\$.152/hour)	27.72	28.55	29.41	30.29	31.20
Carpenter Certified (\$.251/hour)	30.65	31.57	32.52	33.50	34.51
* Millwright (\$.152/hour)	30.65	31.57	32.52	33.50	34.51
* Plumber Certified (\$.152/hour)	30.65	31.57	32.52	33.50	34.51
* Welder Certified (\$.262/hour)	30.65	31.57	32.52	33.50	34.51
* Mechanic Certified (\$.356/hour)	30.70	31.62	32.57	33.55	34.56
* Electrician Certified (\$.152/hour)	30.81	31.73	32.68	33.66	34.67
* Plant Electrician (\$.152/hour)	31.45	32.39	33.36	34.36	35.39
* Shop Foreman (\$.152/hour)	31.71	32.66	33.64	34.65	35.69
* Welding Foreman (\$.262/hour)	31.71	32.66	33.64	34.65	35.69
* Fleet Operations Foreman (\$.152/hour)	31.92	32.88	33.87	34.89	35.94
Mechanic - Assistant Foreman	31.31	32.25	33.22	34.22	35.25
Electrical or Mechanical Foreman	31.89	32.85	33.84	34.86	35.91
Technician/Electrical Foreman	31.89	32.85	33.84	34.86	35.91

**EMPLOYEE CLASSIFICATION AND WAGE SCHEDULE**

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

	January 2008	January 2009	January 2010	January 2011	January 2012
Painter 1	25.28	26.04	26.82	27.62	28.45
Painter 2	27.10	27.91	28.75	29.61	30.50
Partsperson	26.67	27.47	28.29	29.14	30.01
<b><u>PARKS and CEMETERY</u></b>					
Parks Worker 2 - Integrated Pest Management	24.64	25.38	26.14	26.92	27.73
Gardener 1	25.27	26.03	26.81	27.61	28.44
Gardener 1 - Urban Forestry	25.27	26.03	26.81	27.61	28.44
Parks Worker 3 - Turf, Snow & Construction	25.27	26.03	26.81	27.61	28.44
Gardener 2	25.89	26.67	27.47	28.29	29.14
Gardener 2 - Horticulture & Events	25.89	26.67	27.47	28.29	29.14
Gardener 2 - Integrated Pest Management	25.89	26.67	27.47	28.29	29.14
Gardener 2 - Irrigation & Turf	25.89	26.67	27.47	28.29	29.14
Gardener 2 - Urban Forestry	25.89	26.67	27.47	28.29	29.14
Assistant Foreman - Turf, Snow & Construction	30.00	30.90	31.83	32.78	33.76
Cemetery Caretaker	30.72	31.64	32.59	33.57	34.58
Horticulture Foreman	30.72	31.64	32.59	33.57	34.58
Parks & Playground Foreman	30.72	31.64	32.59	33.57	34.58
Turfgrass & Construction Foreman	30.72	31.64	32.59	33.57	34.58

SCHEDULE "A"

EMPLOYEE CLASSIFICATION AND WAGE SCHEDULE

C.U.P.E. LOCAL #399

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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 supervised.
  
- Dirty Pay,
  - Re: Article 22.10
  
  - \$0.55 per hour over regular rate for special conditions specified,
  - \$0.40 per hour over regular rate.
  
  - 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
  
- Seconded Trainer Premium
  - \$0.75 per hour over regular pay

SHIFT DIFFERENTIAL RATES RE: ARTICLE 22.07

- Afternoon shift
  - \$0.50 per hour over regular rate
- Night Shift
  - \$0.70 per hour over regular rate
- Night Shift (Effective Jan 1, 2009)
  - \$0.75 per hour over regular rate

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

Pay Grade Classification		Probationary Step	Post Probation
1 Clerk 1	Jan 1/08	21.01 1575.75 3425.81	21.39 1604.25 3487.77
	Jan 1/09	21.64 1623.00 3528.54	22.03 1652.25 3592.13
	Jan 1/10	22.29 1671.75 3634.52	22.69 1701.75 3699.75
	Jan 1/11	22.96 1722.00 3743.77	23.37 1752.75 3810.62
	Jan 1/12	23.65 1773.75 3856.28	24.07 1805.25 3924.76
	Jan 1/08	21.39 1604.25 3487.77	21.77 1632.75 3549.73
	Jan 1/09	22.03 1652.25 3592.13	22.42 1681.50 3655.72
	Jan 1/10	22.69 1701.75 3699.75	23.09 1731.75 3764.97
	Jan 1/11	23.37 1752.75 3810.62	23.78 1783.50 3877.48
	Jan 1/12	24.07 1805.25 3924.76	24.49 1836.75 3993.25

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

Pay Grade Classification		Probationary Step	Post Probation
	Jan 1/08	21.77	22.23
		1632.75	1667.25
3 Clerk2 Data Entry Clerk		3549.73	3624.74
	Jan 1/09	22.42	22.90
Dictatypist Mailroom Clerk		1681.50	1717.50
Meter Reader Office Assistant 1		3655.72	3733.99
	Jan 1/10	23.09	23.59
RCMP Casual Clerical		1731.75	1769.25
		3764.97	3846.50
	Jan 1/11	23.78	24.30
		1783.50	1822.50
		3877.48	3962.27
	Jan 1/12	24.49	25.03
		1836.75	1877.25
		3993.25	4081.30
	Jan 1/08	22.23	22.70
		1667.25	1702.50
4 Committee Clerk Head Aquatics Cashier		3624.74	3701.38
	Jan 1/09	22.90	23.38
Junior Engineering Assistant Office Assistant 2		1717.50	1753.50
		3733.99	3812.26
	Jan 1/10	23.59	24.08
		1769.25	1806.00
		3846.50	3926.39
	Jan 1/11	24.30	24.80
		1822.50	1860.00
		3962.27	4043.80
	Jan 1/12	25.03	25.54
		1877.25	1915.50
		4081.30	4164.46

Pay Grade	Classification		Probationary Step	Post Probation
		Jan 1/08	22.70	23.11
5	Cashier Clerk Clerk 3 Head Dictatypist		1702.50	1733.25
			3701.38	3768.23
		Jan 1/09	23.38	23.80
			1753.50	1785.00
			3812.26	3880.74
		Jan 1/10	24.08	24.51
			1806.00	1838.25
			3926.39	3996.51
		Jan 1/11	24.80	25.25
			1860.00	1893.75
			4043.80	4117.17
		Jan 1/12	25.54	26.01
			1915.50	1950.75
			4164.46	4241.09
		Jan 1/08	23.11	23.59
6	Administration Clerk Bylaw Clerk Computer Technician Student		1733.25	1769.25
			3768.23	3846.50
		Jan 1/09	23.80	24.30
			1785.00	1822.50
			3880.74	3962.27
		Jan 1/10	24.51	25.03
			1838.25	1877.25
			3996.51	4081.30
		Jan 1/11	25.25	25.78
			1893.75	1933.50
			4117.17	4203.59
		Jan 1/12	26.01	26.55
			1950.75	1991.25
			4241.09	4329.14

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

Pay Grade Classification		Probationary Step	Post Probation	
7	Accounting & Purchasing Clerk Computer Technician 1	Jan 1/08	23.59	24.09
			1769.25	1806.75
			3846.50	3928.03
	Custodian 1 Purchasing Clerk	Jan 1/09	24.30	24.81
			1822.50	1860.75
			3962.27	4045.43
		Jan 1/10	25.03	25.55
			1877.25	1916.25
			4081.30	4166.09
		Jan 1/11	25.78	26.32
			1933.50	1974.00
			4203.59	4291.64
		Jan 1/12	26.55	27.11
			1991.25	2033.25
			4329.14	4420.45
8	Clerk 4 Council Clerk	Jan 1/08	24.09	24.64
			1806.75	1848.00
			3928.03	4017.71
	Dispatcher Head CPIC Operator	Jan 1/09	24.81	25.38
			1860.75	1903.50
			4045.43	4138.37
		Jan 1/10	25.55	26.14
			1916.25	1960.50
			4166.09	4262.29
		Jan 1/11	26.32	26.92
			1974.00	2019.00
			4291.64	4389.47
		Jan 1/12	27.11	27.73
			2033.25	2079.75
			4420.45	4521.55

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

Pay Grade Classification		Probationary Step	Post Probation	
9 Administrative Coordinator 1 Animal Control Officer  Civic Maintenance Worker 2 Parking Meter Maintenance Person Revenue Control Clerk	Jan 1/08	24.64 1848.00 4017.71	25.18 1888.50 4105.76	
	Jan 1/09	25.38 1903.50 4138.37	25.94 1945.50 4229.68	
	Jan 1/10	26.14 1960.50 4262.29	26.72 2004.00 4356.86	
	Jan 1/11	26.92 2019.00 4389.47	27.52 2064.00 4487.31	
	Jan 1/12	27.73 2079.75 4521.55	28.35 2126.25 4622.64	
	Jan 1/08	25.18 1888.50 4105.76	25.77 1932.75 4201.96	
	10 Computer Technician 2 Court Administrator Payroll/Risk Assistant Records Clerk	Jan 1/09	25.94 1945.50 4229.68	26.54 1990.50 4327.51
		Jan 1/10	26.72 2004.00 4356.86	27.34 2050.50 4457.96
		Jan 1/11	27.52 2064.00 4487.31	28.16 2112.00 4591.66
		Jan 1/12	28.35 2126.25 4622.64	29.00 2175.00 4728.63



Pay Grade Classification		Probationary Step	Post Probation
	Jan 1/08	25.77	26.36
11 Accounts Payable Coordinator		1932.75	1977.00
		4201.96	4298.16
	Administrative Coordinator 2		
Billings Clerk	Jan 1/09	26.54	27.15
Client Services Coordinator		1990.50	2036.25
Custodial Foreman		4327.51	4426.98
Emergency Fleet Services Coordinator			
Forensic Identification Technician	Jan 1/10	27.34	27.96
RCMP Data Processor		2050.50	2097.00
		4457.96	4559.05
	Jan 1/11	28.16	28.80
		2112.00	2160.00
		4591.66	4696.02
	Jan 1/12	29.00	29.66
		2175.00	2224.50
		4728.63	4836.25
	Jan 1/08	26.36	26.92
12 Parking Control Supervisor		1977.00	2019.00
		4298.16	4389.47
	Jan 1/09	27.15	27.73
		2036.25	2079.75
		4426.98	4521.55
	Jan 1/10	27.96	28.56
		2097.00	2142.00
		4559.05	4656.89
	Jan 1/11	28.80	29.42
		2160.00	2206.50
		4696.02	4797.11
	Jan 1/12	29.66	30.30
		2224.50	2272.50
		4836.25	4940.60

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

Pay Grade Classification			Probationary Step	Post Probation
		Jan 1/08	26.92	27.60
13	Asset Management Coordinator		2019.00	2070.00
	Community Policing Coordinator		4389.47	4500.35
	Computer Aided Draftsperson			
	Computer Technician 3	Jan 1/09	27.73	28.43
	Engineering Technician		2079.75	2132.25
	Environmental Services Technician		4521.55	4635.69
	Facility Asset Coordinator			
	Fleet Services Administrator	Jan 1/10	28.56	29.28
	GIS Technician		2142.00	2196.00
	Network Technician 1		4656.89	4774.29
	Planning Technician			
	Project Technician	Jan 1/11	29.42	30.16
	Property Administrator		2206.50	2262.00
	Senior Accounting & Budgets Clerk		4797.1	4917.78
		Jan 1/12	30.30	31.06
			2272.50	2329.50
			4940.60	5064.53
		Jan 1/08	27.60	28.29
			2070.00	2121.75
14	Buyer		4500.35	4612.86
	Bylaw Enforcement Officer			
	Coordinator, Fleet Acquisitions	Jan 1/09	28.43	29.14
	Senior Draftsperson		2132.25	2185.50
			4635.69	4751.46
		Jan 1/10	29.28	30.01
			2196.00	2250.75
			4774.29	4893.32
		Jan 1/11	30.16	30.91
			2262.00	2318.25
			4917.78	5040.07
		Jan 1/12	31.06	31.84
			2329.50	2388.00
			5064.53	5191.71

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

Pay Grade Classification		Probationary Step	Post Probation
15 Assistant License Inspector	Jan 1/08	28.29	29.00
		2121.75	2175.00
		4612.86	4728.63
	Jan 1/09	29.14	29.87
		2185.50	2240.25
		4751.46	4870.49
	Jan 1/10	30.01	30.77
		2250.75	2307.75
		4893.32	5017.24
	Jan 1/11	30.91	31.69
		2318.25	2376.75
		5040.07	5167.25
	Jan 1/12	31.84	32.64
		2388.00	2448.00
		5191.71	5322.16
16 Budget Analyst Computer Technician 4 GIS Technologist Web Administrator Programmer/Analyst 1 Network Technician 2	Jan 1/08	29.00	29.71
		2175.00	2228.25
		4728.63	4844.40
	Jan 1/09	29.87	30.60
		2240.25	2295.00
		4870.49	4989.52
	Jan 1/10	30.77	31.52
		2307.75	2364.00
		5017.24	5139.53
	Jan 1/11	31.69	32.47
		2376.75	2435.25
		5167.25	5294.44
	Jan 1/12	32.64	33.44
		2448.00	2508.00
		5322.16	5452.60

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

Pay Grade Classification		Probationary Step	Post Probation
17 Materials Management Coordinator	Jan 1/08	29.71	30.48
		2228.25	2286.00
		4844.40	4969.95
	Jan 1/09	30.60	31.39
		2295.00	2354.25
		4989.52	5118.34
	Jan 1/10	31.52	32.33
		2364.00	2424.75
		5139.53	5271.61
	Jan 1/11	32.47	33.30
		2435.25	2497.50
		5294.44	5429.77
	Jan 1/12	33.44	34.30
		2508.00	2572.50
		5452.60	5592.83
18 Court Liaison Park Designer Planner 1 Urban Forester	Jan 1/08	30.48	31.27
		2286.00	2345.25
		4969.95	5098.77
	Jan 1/09	31.39	32.21
		2354.25	2415.75
		5118.34	5252.04
	Jan 1/10	32.33	33.18
		2424.75	2488.50
		5271.61	5410.21
	Jan 1/11	33.30	34.18
		2497.50	2563.50
		5429.77	5573.26
	Jan 1/12	34.30	35.21
		2572.50	2640.75
		5592.83	5741.21

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

Pay Grade Classification		Probationary Step	Post Probation
	Jan 1/08	31.27	32.13
19 Court Coordinator		2345.25	2409.75
		5098.77	5239.00
	Engineering Assistant		
GIS Analyst	Jan 1/09	32.21	33.09
	Programmer Analyst 2	2415.75	2481.75
	Technical Support Specialist	5252.04	5395.53
	Jan 1/10	33.18	34.08
		2488.50	2556.00
		5410.21	5556.96
	Jan 1/11	34.18	35.10
		2563.50	2632.50
		5573.26	5723.27
	Jan 1/12	35.21	36.15
		2640.75	2711.25
		5741.21	5894.48
20 Environmental Coordinator	Jan 1/08	32.13	33.20
		2409.75	2490.00
		5239.00	5413.47
Long Range/Parks Planner	Jan 1/09	33.09	34.20
	Planner 2	2481.75	2565.00
	Property Agent	5395.53	5576.52
	Jan 1/10	34.08	35.23
		2556.00	2642.25
		5556.96	5744.47
	Jan 1/11	35.10	36.29
		2632.50	2721.75
		5723.27	5917.31
	Jan 1/12	36.15	37.38
		2711.25	2803.50
		5894.48	6095.04

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

Pay Grade Classification		Probationary Step	Post Probation	
21	GIS Coordinator	Jan 1/08	33.66	34.72
			2524.50	2604.00
			5488.47	5661.31
		Jan 1/09	34.67	35.76
			2600.25	2682.00
			5653.16	5830.89
		Jan 1/10	35.71	36.83
			2678.25	2762.25
			5822.74	6005.36
		Jan 1/11	36.78	37.93
			2758.50	2844.75
			5997.21	6184.72
Jan 1/12	37.88	39.07		
	2841.00	2930.25		
	6176.57	6370.61		
22	Programmer/Analyst 3 Senior Building Inspector	Jan 1/08	34.72	35.76
			2604.00	2682.00
			5661.31	5830.89
		Jan 1/09	35.76	36.83
			2682.00	2762.25
			5830.89	6005.36
		Jan 1/10	36.83	37.93
			2762.25	2844.75
			6005.36	6184.72
		Jan 1/11	37.93	39.07
			2844.75	2930.25
			6184.72	6370.61
Jan 1/12	39.07	40.24		
	2930.25	3018.00		
	6370.61	6561.38		

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

Pay Grade Classification		Probationary Step	Post Probation
23 Chief Building Inspector Senior Planner	Jan 1/08	36.40	37.49
		2730.00	2811.75
		5935.25	6112.98
	Jan 1/09	37.49	38.61
		2811.75	2895.75
		6112.98	6295.60
	Jan 1/10	38.61	39.77
		2895.75	2982.75
		6295.60	6484.75
	Jan 1/11	39.77	40.96
		2982.75	3072.00
		6484.75	6678.78
	Jan 1/12	40.96	42.19
		3072.00	3164.25
		6678.78	6879.34

NOTE: Custodian 1'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.

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

Pay Grade	Classification		Probationary Step	Post Probation
1		1-Jan-08	22.10	22.53
			1768.00	1802.40
			3843.78	3918.57
		1-Jan-09	22.76	23.21
			1820.80	1856.80
			3958.57	4036.84
		1-Jan-10	23.44	23.91
			1875.20	1912.80
			4076.84	4158.59
		1-Jan-11	24.14	24.63
			1931.20	1970.40
			4198.59	4283.81
		1-Jan-12	24.86	25.37
			1988.80	2029.60
			4323.82	4412.52
2	Cleaner RCMP Victim Services Assistant	1-Jan-08	22.53	23.01
			1802.40	1840.80
			3918.57	4002.05
		1-Jan-09	23.21	23.70
			1856.80	1896.00
			4036.84	4122.06
		1-Jan-10	23.91	24.41
			1912.80	1952.80
			4158.59	4245.55
		1-Jan-11	24.63	25.14
			1970.40	2011.20
			4283.81	4372.52
		1-Jan-12	25.37	25.89
			2029.60	2071.20
			4412.52	4502.96



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

Pay Grade	Classification		Probationary Step	Post Probation		
3		I-Jan-08	23.01 1840.80 4002.05	23.50 1880.00 4087.28		
		1-Jan-09	23.70 1896.00 4122.06	24.21 1936.80 4210.76		
		1-Jan-10	24.41 1952.80 4245.55	24.94 1995.20 4337.73		
		I-Jan-11	25.14 2011.20 4372.52	25.69 2055.20 4468.18		
		I-Jan-12	25.89 2071.20 4502.96	26.46 2116.80 4602.10		
		I-Jan-08	23.50 1880.00 4087.28	24.02 1921.60 4177.72		
		I-Jan-09	24.21 1936.80 4210.76	24.74 1979.20 4302.95		
		1-Jan-10	24.94 1995.20 4337.73	25.48 2038.40 4431.65		
		I-Jan-11	25.69 2055.20 4468.18	26.24 2099.20 4563.84		
		1-Jan-12	26.46 2116.80 4602.10	27.03 2162.40 4701.24		
		4	Custodian 1 Event Maintenance Worker Lifeguard instructor 2 RCMP Service Representative Watch Clerk Animation & Display Assistant			

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

Pay Grade	Classification		Probationary Step	Post Probation
		1-Jan-08	24.02 1921.60 4177.72	24.53 1962.40 4266.42
5	Acting Headguard (Aquatics)			
	Aquatic Maintenance Worker			
	Facility Operator	1-Jan-09	24.74 1979.20 4302.95	25.27 2021.60 4395.13
		1-Jan-10	25.48 2038.40 4431.65	26.03 2082.40 4527.31
		1-Jan-11	26.24 2099.20 4563.84	26.81 2144.80 4662.97
		1-Jan-12	27.03 2162.40 4701.24	27.61 2208.80 4802.12
6	Head RCMP Service Representative	1-Jan-08	24.53 1962.40 4266.42	25.10 2008.00 4365.56
	Coordinator Animation, Audio & Display Services	1-Jan-09	25.27 2021.60 4395.13	25.85 2068.00 4496.00
		1-Jan-10	26.03 2082.40 4527.31	26.63 2130.40 4631.67
		1-Jan-11	26.81 2144.80 4662.97	27.43 2194.40 4770.81
		1-Jan-12	27.61 2208.80 4802.12	28.25 2260.00 4913.43

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

Pay Grade	Classification		Probationary Step	Post Probation
		1-Jan-08	25.10	25.63
7	Aquatic Leader Trainee		2008.00	2050.40
	Assistant Facility Foreman		4365.56	4457.74
	Building Maintenance Worker	I-Jan-09	25.85	26.40
	Jail Guard		2068.00	2112.00
	Sewer Lift Station Operator 1 Non-Certified		4496.00	4591.66
	Wastewater Tr Plant Operator ■ Non-Certified			
	Water Pumphouse Operator 1 Non-Certified	I-Jan-10	26.63	27.19
			2130.40	2175.20
			4631.67	4729.07
		I-Jan-11	27.43	28.01
			2194.40	2240.80
			4770.81	4871.69
		I-Jan-12	28.25	28.85
			2260.00	2308.00
			4913.43	5017.78
		I-Jan-08	25.63	26.25
8	Aquatic Leader		2050.40	2100.00
	Construction Technician ■		4457.74	4565.58
	Exhibit & Property Custodian	I-Jan-09	26.40	27.04
			2112.00	2163.20
			4591.66	4702.98
		I-Jan-10	27.19	27.85
			2175.20	2228.00
			4729.07	4843.86
		I-Jan-11	28.01	28.69
			2240.80	2295.20
			4871.69	4989.96
		1-Jan-12	28.85	29.55
			2308.00	2364.00
			5017.78	5139.53

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

Pay Grade	Classification		Probationary Step	Post Probation
		I-Jan-08	26.25	26.92
9	Community Arenas Coordinator Head Jail Guard Head Watch Clerk Sewer Lift Station Operator 1 Certified Victim Services Coordinator Wastewater Treatment Plant Operator 1 Certified Water Pump House Operator 1 Certified		2100.00	2153.60
			4565.58	4682.11
		1-Jan-09	27.04	27.73
			2163.20	2218.40
			4702.98	4822.99
		I-Jan-10	27.85	28.56
			2228.00	2284.80
			4843.86	4967.35
		1-Jan-11	28.69	29.42
			2295.20	2353.60
	4989.96	5116.92		
		I-Jan-12	29.55	30.30
			2364.00	2424.00
			5139.53	5269.98
		1-Jan-08	26.92	27.58
10	Aquatic Coordinator 1 Assistant Aquatics Foreman		2153.60	2206.40
			4682.11	4796.90
		I-Jan-09	27.73	28.41
			2218.40	2272.80
			4822.99	4941.26
		I-Jan-10	28.56	29.26
			2284.80	2340.80
			4967.35	5089.09
		I-Jan-11	29.42	30.14
			2353.60	2411.20
	5116.92	5242.15		
		I-Jan-12	30.30	31.04
			2424.00	2483.20
			5269.98	5398.68

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

Pay Grade	Classification		Probationary Step	Post Probation	
		1-Jan-08	27.58	28.23	
11	Community Services Coordinator		2206.40	2258.40	
		Event Coordinator	4796.90	4909.95	
		Facility Foreman			
			1-Jan-09	28.41	29.08
	Laboratory Technician		2272.80	2326.40	
	Sewer Lift Stn. Operator 2, Non-Certified		4941.26	5057.79	
	Wastewater Treatment Plant Operator 2, Non-Certified				
	Water Pumphouse Operator 2, Non-Certified				
			1-Jan-10	29.26	29.95
				2340.80	2396.00
			5089.09	5209.10	
		1-Jan-11	30.14	30.85	
			2411.20	2468.00	
			5242.15	5365.64	
		1-Jan-12	31.04	31.78	
			2483.20	2542.40	
			5398.68	5527.39	
12	Construction Technician 2	1-Jan-08	28.23	28.96	
			2258.40	2316.80	
			4909.95	5036.92	
		Marketing & Event Coordinator	1-Jan-09	29.08	29.83
		Sewer Lift Station Operator 2, Certified			
		Wastewater Tr Plant Operator 2, Certified - Class 3			
		Water Pumphouse Operator 2, Certified			
			1-Jan-10	29.95	30.72
				2396.00	2457.60
			5209.10	5343.03	
		1-Jan-11	30.85	31.64	
			2468.00	2531.20	
			5365.64	5503.04	
		1-Jan-12	31.78	32.59	
			2542.40	2607.20	
			5527.39	5668.27	

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

Pay Grade	Classification		Probationary Step	Post Probation
		1-Jan-08	28.96	29.71
13	Aquatic Operations Foreman		2316.80	2376.80
	CN Centre Foreman		5036.92	5167.36
	Community Services Team Leader	1-Jan-09	29.83	30.60
	Promotions & Business Development Coordinator		2386.40	2448.00
	Wastewater Treatment Plant Operator 2, Certified- Class 4		5188.23	5322.16
		1-Jan-10	30.72	31.52
			2457.60	2521.60
			5343.03	5482.17
		1-Jan-11	31.64	32.47
			2531.20	2597.60
			5503.04	5647.40
		1-Jan-12	32.59	33.44
			2607.20	2675.20
			5668.27	5816.11
		1-Jan-08	29.71	30.49
14	Aquatic Coordinator 2		2376.80	2439.20
	Sewer Lift Station Operator 3 - Certified		5167.36	5303.02
	Watch Clerk Supervisor	1-Jan-09	30.60	31.40
	Water Pumphouse Operator 3 - Certified		2448.00	2512.00
			5322.16	5461.30
		1-Jan-10	31.52	32.34
			2521.60	2587.20
			5482.17	5624.79
		1-Jan-11	32.47	33.31
			2597.60	2664.80
			5647.40	5793.50
		1-Jan-12	33.44	34.31
			2675.20	2744.80
			5816.11	5967.42

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

Pay Grade	Classification		Probationary Step	Post Probation		
15	Wastewater Treatment Plant Operator 3	I-Jan-08	30.49 2439.20 5303.02	31.47 2517.60 5473.47		
		1-Jan-09	31.40 2512.00 5461.30	32.41 2592.80 5636.96		
		1-Jan-10	32.34 2587.20 5624.79	33.38 2670.40 5805.67		
		I-Jan-11	33.31 2664.80 5793.50	34.38 2750.40 5979.60		
		I-Jan-12	34.31 2744.80 5967.42	35.41 2832.80 6158.74		
		I-Jan-08	31.47 2517.60 5473.47	32.47 2597.60 5647.40		
		1-Jan-09	32.41 2592.80 5636.96	33.44 2675.20 5816.11		
		I-Jan-10	33.38 2670.40 5805.67	34.44 2755.20 5990.03		
		I-Jan-11	34.38 2750.40 5979.60	35.47 2837.60 6169.18		
		I-Jan-12	35.41 2832.80 6158.74	36.53 2922.40 6353.54		
		16	Chief Operator- Wastewater Treatment Plant			

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

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	All years no step progression	
Aquafit Instructor Lifeguard Instructor 1	1-Jan-08	20.84 1667.20 3624.63
	1-Jan-09	21.47 1717.60 3734.21
	1-Jan-10	22.11 1768.80 3845.52
	1-Jan-11	22.77 1821.60 3960.31
	1-Jan-12	23.45 1876.00 4078.58
Customer Service/Waterslide Attendants	1-Jan-08	12.01 960.80 2088.86
	1-Jan-09	12.37 989.60 2151.47
	1-Jan-10	12.74 1019.20 2215.83
	1-Jan-11	13.12 1049.60 2281.92
	1-Jan-12	13.51 1080.80 2349.75

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 -

**Additional Off-Schedule Wage Rates**

Classification	All years no step progression		
Event Host	■Jan-08	18.09 1447.20 3146.33	
	■Jan-09	18.63 1490.40 3240.25	
	1-Jan-10	19.19 1535.20 3337.65	
	1-Jan-11	19.77 1581.60 3438.53	
	1-Jan-12	20.36 1628.80 3541.15	
	1-Jan-08	15.32 1225.60 2664.56	
	1-Jan-09	15.78 1262.40 2744.56	
	1-Jan-10	16.25 1300.00 2826.31	
	1-Jan-11	16.74 1339.20 2911.53	
	1-Jan-12	17.24 1379.20 2998.50	
	Special Events Worker		

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

**Additional Off-Schedule Wage Rates**

Classification	All years no step progression	
Earl Brown Lot Booth Attendant Parking Booth Attendant	1-Jan-08	15.76 1260.80 2741.08
	1-Jan-09	16.23 1298.40 2822.83
	1-Jan-10	16.72 1337.60 2908.05
	1-Jan-11	17.22 1377.60 2995.02
	1-Jan-12	17.74 1419.20 3085.46
Assistant Maintenance Worker, Off-street Parking	1-Jan-08	19.62 1569.60 3412.44
	1-Jan-09	20.21 1616.80 3515.06
	1-Jan-10	20.82 1665.60 3621.15
	1-Jan-11	21.44 1715.20 3728.99
	1-Jan-12	22.08 1766.40 3840.30

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.

COMMUNITY SERVICES

- \*a) Aquatic, Arena, or Civic Centre staff employed in cleaning, custodial, maintenance, facility operator, crowd management, display & animation or foreman jobs
  - Nine (9) consecutive hours covering twenty-four (24) hour period, Monday to Sunday.
  
- b) Community Services Coordinators, Aquatic Coordinator I, Aquatic Coordinator 2
  - Nine (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
  - Eight and one half (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 Coordinators
  - Nine (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 to Thursday.
  
- e) Facility Scheduling Coordinators
  - Nine (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.
  - Eight and one half (8 ½) consecutive hours per day between 3:00 p.m. and 11:30 p.m., Monday to Friday.
  
- \*g) RCMP Detachment Cleaners and Custodians
  - Eight and one half (8 ½) consecutive hours per day between 8:00 a.m. and 12:00 midnight, Monday to Sunday.

SCHEDULE "D"

CLASSES REQUIRED TO WORK OTHER THAN THE REGULAR WORK WEEK

SYSTEMS

\*Computer Technician 1  
Computer Technician 2

- Eight and one half (8½) consecutive hours per day between 6:00 am and 5:00 pm Monday to Friday; between 6:00 am and 5:00 pm Tuesday to Saturday; or, between 6:00 am and 5:00 pm Sunday to Thursday (these hours of work will only apply to new hires or current employees appointed to posted positions).

Computer Technician 3  
Computer Technician 4

- Eight and one half (8½) 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

- Eight and one half (8½) consecutive hours per day, between 6:00 a.m. and 12:00 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: Darlene Trudeau, Laura Lynn Misener, Betsy Wallis, Karen Welch).

PARKING CONTROL

- Eight and one half (8½) consecutive hours between 8:00 a.m. and 6:00 p.m. Monday to Saturday.

ANIMAL CONTROL OFFICERS

- Eight and one half (8½) consecutive hours between 6:00 a.m. and 10:00 p.m. Monday to Sunday.

STORES

- Eight and one half (8½) consecutive hours between 7:00 a.m. and 5:00 p.m. Monday to Saturday.

SCHEDULE "D"

CLASSES REQUIRED TO WORK OTHER THAN THE REGULAR WORK WEEK

PUMPHOUSE OPERATORS

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

TREATMENT PLANT OPERATORS

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

BY-LAW ENFORCEMENT OFFICERS

- Eight and one half (8 ½) consecutive hours per day, Monday to Sunday 8:30 a.m. to 12:00 midnight. Employees who were in the By-Law Enforcement Officer positions before 1996 are not required to work the Sunday Shift.

R.C.M.P.

a) Guards

- Four (4) shifts consisting of twelve (12) consecutive hours covering twenty-four (24) hour period Monday to Sunday, followed by four (4) shifts off.

b) C.P.I.C. Operators

- Eight and one half (8 ½) consecutive hours between 8:00 a.m. and 12:00 midnight, Sunday to Friday.

\*c) Dictatypists

- Eight and one half (8 ½) consecutive hours between 7:00 a.m. to 5:00 p.m. Monday to Sunday.

d) RCMP Service Representatives

- Four (4) shifts consisting of twelve (12) consecutive hours per day covering twenty-four (24) hour period, followed by four (4) shifts off.
- Five (5) shifts consisting of nine (9) consecutive hours per day between 8:00 a.m. and 8:00 p.m.

SCHEDULE "D"

CLASSES REQUIRED TO WORK OTHER THAN THE REGULAR WORK WEEK

- e) Watch Clerks
  - Four (4) shifts consisting of twelve (12) consecutive hours per day covering twenty-four (24) hour period, Monday to Sunday, followed by four (4) shifts off.  
OR
  - Nine (9) consecutive hours per day between 7:00 a.m. and 4:00 p.m., Monday to Friday.  
OR
  - Nine (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
  - Nine (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
  - Eight and one half (8 ½) consecutive hours between 7:30 a.m. to 4:00 p.m. Monday to Friday. (Incumbent as of January 1, 2008 will be grandparented at previous hours of 6:30 a.m. to 3:00 p.m.)
  
- h) Court Liaison
  - Eight and one half (8 ½) consecutive hours per day, Monday – Friday 7:30 a.m. – 4:00 p.m.
  
- i) Community Policing  
Coordinator
  - Eight and one half (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.
  
- \*j) Victim Services Coordinator  
Victim Services Assistant
  - Eight and one half (8 ½) consecutive hours per day between 8:00 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 (1) 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.

SCHEDULE "D"

CLASSES REQUIRED TO WORK OTHER THAN THE REGULAR WORKWEEK

INSPECTORS/SURVEY CREWS

- Nine (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 four (4) employees working (nine) 9 consecutive hours between 3:00 p.m. and 12:00 midnight, Monday to Saturday.

PARKS OPERATIONS

Trades Assistant  
Labourer 1  
Equipment Operator 1  
Equipment Operator 2

- Nine (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)

\*Cemetery Staff

- Nine (9) consecutive hours per day between the hours of 7:00 am and 6:00 pm Monday to Sunday (these hours of work will apply to employees hired, transferred, bumped or promoted into Cemetery Operations positions after the date of ratification).

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF PRINCE GEORGE**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCALS #399 AND #1048**

**SEASONAL POSITIONS**

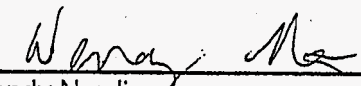
WHEREAS many of the positions listed in Schedule "A" of the Collective Agreement are subject to normal seasonal variation and the Parties are desirous of fostering continuous, year-round employment;

THEREFORE the Parties agree as follows:

- a. The terms of this Letter of Understanding shall apply only to positions in Schedule "A" of the Collective Agreement.
- b. Where a position in Schedule "A" is subject to normal seasonal variation (seasonal position), that fact will be noted on any posting for a vacancy in that position.
- c. Candidates for a posting will be entitled to hold rights to up to two positions if:
  - i. one position is a continuous position and the other position is a seasonal position; or
  - ii. both positions are seasonal positions but in opposing seasons (e.g. winter vs. summer).
- d. The bumping provisions of Article 16.01 of the Collective Agreement shall apply to employees who are displaced from seasonal positions; however the finishing of work at the end of a season is not deemed to be a displacement (lay-off) for that purpose. Permanent full-time employees who do not have another position in the offseason will qualify for recall rights under Article 16.01(b).
- e. Local 1048 members who are also incumbents in Schedule "A" seasonal positions and Local 399 members who are also incumbents in Schedule "C" seasonal positions during 2005 up to the date of ratification shall be grandparented. Grandparented employees shall be entitled to hold rights to their existing positions; however those who are selected to new seasonal or full-time permanent positions shall lose their grandparent status.



Dennis Marleau  
President, CUPE Local 399

  
Colin Kinsley  
Mayor  
Carlene Keddie  
President, CUPE Local 1048  
Wendy Nordin  
Deputy City Clerk



LETTER OF AGREEMENT

Between

THE CITY OF PRINCE GEORGE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #1048

SPECIAL EVENTS' WORKER

DEFINITION: Special Event - An event which more than one thousand (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 and at the 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.

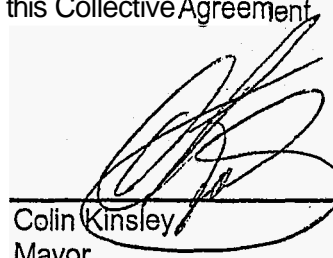
8. Rate of pay of Special Events Workers shall be included in Schedule "C" of the Collective Agreement.
9. With thirty (30) days written notice, either party may terminate this Agreement.
10. This Agreement will expire at the conclusion of this Collective Agreement.



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



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Carlene Keddie  
President, CUPE Local 1048



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Colin Kinsley  
Mavor



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Wendy Nordin  
Deputy City Clerk

LETTER OF UNDERSTANDING

Between

THE CITY OF PRINCE GEORGE

And

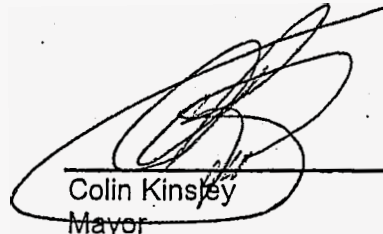
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCALS # 399 AND #1048

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



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



\_\_\_\_\_  
Carlene Keddie  
President, CUPE Local 1048



\_\_\_\_\_  
Wendy Nordin  
Deputy City Clerk

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

There shall be two levels of committees within the City of Prince George. They are: Joint Workplace Health and Safety Committees and a Joint Central Health and Safety Committee.

There shall also be a Joint Health and Safety Team.

**Joint Workplace Health and Safety Committees**

1. Introduction and Functions

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 City of Prince George 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 union will jointly determine the size of the membership.

The Joint Workplace 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 union receive the documentation.

For other locations within the City of Prince George where the numbers are less than 20 (e.g. CN, Kin, and Civic Centres, Coliseum, and Elksentre), the same equal representation will form part of a site committee within the assigned area. At these combined sites, there will be one union representative and, if possible, one employer representative from each location.

2. Membership on Committees

City Hall	2 workers and 2 employers
18 <sup>th</sup> Avenue Yard	4 workers and 3 employers
4 <sup>th</sup> Avenue Yard	4 workers and 4 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 2 employers

3. 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 (1) term. (*NOTE: Committees are more effective if terms of office overlap for members. This allows a mix of new and experienced 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. Representatives on the committees will ensure their alternates are well informed and available to attend meetings when they cannot.

4. Co-chairs

- a) Each committee will elect co-chairs from its membership. The worker representatives will select a co-chair (with the endorsement of their union) and the employer representatives will select a co-chair.
- b) The co-chairs will:
  - Rotate chairing the meetings.
  - e Prepare the agendas.
  - Review previous meeting minutes and material prior to meetings.
  - e Arrange for meeting places.
  - Notify members of meetings.
  - Approve meeting minutes.
  - Forward copies of meeting minutes to the committee members, the Central Committee, employer and union.
  - Prepare recommendations and forward to the employer for a response.
  - Prepare all correspondence.
  - 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.

5. Records

A 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 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.*)

6. 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 outnumber worker representatives.
- d) The committee will add procedures it considers necessary for the meetings as per section 134 of the WCB Act.
- e) A member of a joint committee is entitled to time off work for
  - i) the time required to attend meetings of the committee, and
  - ii) other time that is reasonably necessary to prepare for meetings of the committee and to fulfill the other functions and duties of the committee,
- f) Time off under subsection e) is deemed to be time worked and the employer will pay the member for that time.

7. Agendas and Minutes

- a) An agenda will be prepared by the co-chairs and distributed to the members one week prior to the meeting.
- b) Minutes of the meeting will be prepared within 5 working days after the meeting.
- c) A copy of the minutes of each meeting will be posted promptly at each worksite, in a place readily accessible to employees for whom the committee is responsible, with copies forwarded to the Central committee, employer and union.

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 regulations.
- c) When possible provide complete information such that the employer will not need more information to make a decision.
- d) Issues brought before site committees will be resolved in reasonable timeframes recognizing that some issues require more time to resolve than others.
- e) In the first month an issue is brought before a site committee, it will be recorded in the meeting minutes. In the second month, actions will be agreed upon to resolve the issue, even if implementation of the actions will take time. In the third month, if actions are not agreed upon, the issue may be referred to the Joint Central Health and Safety Committee for assistance in resolving it.

9. Issue Resolution

A site committee may submit an unresolved health and safety issue to the Central Committee for assistance in resolving it under the following conditions:

- a) The actions and/or timeframes identified in 8 e) have not occurred,
- b) The issue has been recorded in the Site Committee minutes and the due date for action on it has passed.
- c) The Site Committee has attempted to resolve the issue and has not been able to reach majority agreement on it.

To submit an unresolved health and safety issue to the Central Committee, the Site co-chairs discuss the issue with their respective representatives on the Site Committee; then prepare a joint submission to the Central Committee regarding it.

## Joint Central Health and Safety Committee

### 1. Introduction and Functions

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

- Health and safety policy and procedures to ensure compliance with the Workers' Compensation Act and WorkSafe BC regulations.
- Education needs.
- Minutes, reports or recommendations to the employer from the site committees.
- Reports from WorkSafe BC.

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 and assist them to resolve issues as indicated below.

#### Issue Resolution Assistance

A site committee may submit an unresolved health and safety issue to the Central Committee for assistance in resolving it under the following conditions:

- a) The actions and/or timeframes identified in 8 e) have not occurred.
- b) The issue has been recorded in the Site Committee minutes and the due date for action on it has passed.
- c) The Site Committee has attempted to resolve the issue and has not been able to reach majority agreement on it.

To submit an unresolved health and safety issue to the Central Committee, the Site Co-chairs discuss the issue with their respective representatives on the Site Committee; then prepare a joint submission to the Central Committee regarding it.

The Central Committee considers the issue using the following processes:

- a) The Central Committee co-chairs advise the Site Committee co-chairs in writing whether they will or will not assist with the issue. If they will not assist with the issue, they advise the co-chairs of their reason(s).
- b) The Central Committee co-chairs invite the Site Committee co-chairs to the next Central Committee meeting to discuss the activities that have occurred with respect to the issue and the problems that have occurred with respect to resolving it.
- c) The Central Committee discusses and decides on actions to be taken by the Site Committee regarding the issue and communicates those actions in writing to the Site Committee co-chairs.

- d) The Central Committee co-chairs later follow-up with the Site Committee co-chairs to ensure that the required action(s) have been taken and the issue has been resolved.

## 2. Membership on Committee

CUPE local 399 will have two members, CUPE local 1048 will have three members, and the City will have five members on the Committee. Representatives will be selected from the co-chairs of the site committees.

## 3. Committee Business

The business of the Central Committee will be conducted as set out for the site committees in points 3 to 7 above with the exception that the Central Safety Committee will meet once every three months or, if required more often, at the call of the co-chairs.

## Employer Obligations to **Committees**

### 1. Educational Leave

- a) 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 WorkSafe BC.
- b) A member of a joint committee may designate another member as being entitled to take all or part of the member's educational leave.
- c) 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.
- d) The union, in consultation with the employer, will have the right to choose the organization to give the training as long as it meets WorkSafe BC requirements.

### 2. Other Obligations

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



## Joint Health and Safety Team

### 1. Introduction and Functions

The members of the Joint Health and Safety Team are: the President of CUPE Local 399, the President of CUPE Local 1048, the Director of Corporate Services, the Manager of Risk and Benefits, and the Co-chairs of the Central Health and Safety Committee.

The purpose of the Safety Team is to:

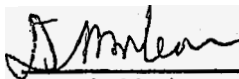
- Provide the employer and the union with a mechanism to informally discuss employee health and safety matters at a high level and take action with respect to agreed on items,
- Provide information concerning health and safety related issues to the City's Senior Management Team.
- **As** required, recommend action from the employer, the union, and/or the joint safety committees.
- Monitor the development and achievement of divisional managers' annual safety goals.
- Monitor the progress of the Site and Central Safety committees and, as required, clarify expectations, provide procedural direction, and assist with resolving disagreements.
- Meet with WorkSafe BC to exchange information and discuss issues.

### 2. Mediation

If the Central Committee is unable to reach agreement on a matter relating to the health or safety of workers at the workplace, the co-chairs will forward the matter to the Health and Safety Team for mediation. If, after the Team considers it the matter remains unresolved, either party may request that WorkSafe BC investigate and attempt to resolve it.

### Terms of Reference Amendment

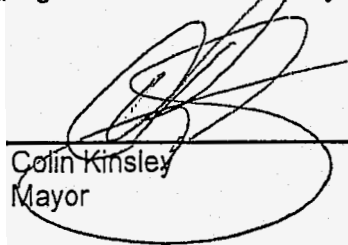
These terms of reference may be amended by mutual agreement of the employer and the union.



Dennis Marleau  
President, CUPE Local 399



Carlene Keddie  
President, CUPE Local 1048



Colin Kinsley  
Mayor



Wendy Nordin  
Deputy 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

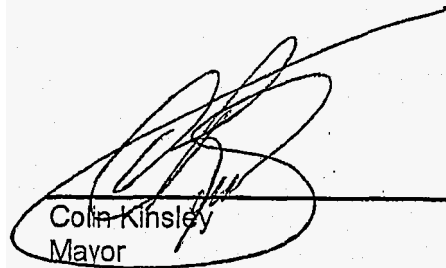
Where an employee's scheduled layoff date is extended the employee shall receive one notice prior to the original scheduled lay-off date, confirming their lay-off date has been extended, and a second (2<sup>nd</sup>) notice within five (5) working days of the final lay-off date, confirming the final date of lay-off.



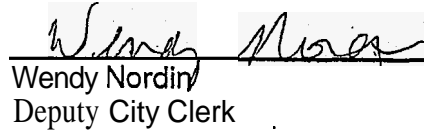
\_\_\_\_\_  
Dennis Marleau  
President, CUPE Local 399



\_\_\_\_\_  
Carlene Keddie  
President, CUPE Local 1048



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



\_\_\_\_\_  
Wendy Nordin  
Deputy 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 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:

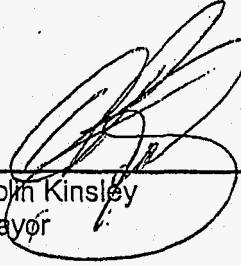
1. By order of seniority members who express an interest to immediately return to their home position and based on operational requirements can be released from their winter season position. Members shall be paid their home position rate starting at the time they return to their home position.

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.



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Dennis Marleau  
President, CUPE Local 399



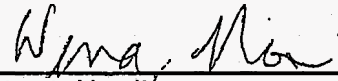
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Colin Kinsley  
Mayor



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Carlene Keddie  
President, CUPE Local 1048



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Wendy Nordh  
Deputy City Clerk

# 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. Employees scheduled to work a twelve (12) 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 twelve (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 twelve (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 one and one half (1 ½) hours. Mealtime Relief Employee to be supplied by the Employer through a split shift, two (2) hours per shift.
5. 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.
6. 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.
7. 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 eight (8) hour shifts.

8. Either party may withdraw this Letter of Understanding at the expiry of the current Collective Agreement.



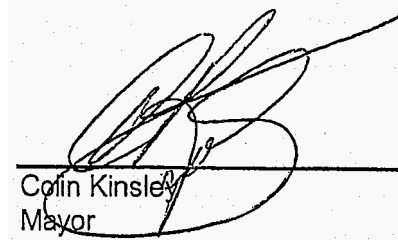
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Dennis Marleau  
President, CUPE Local 399



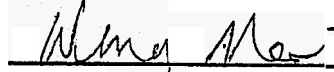
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Carlene Keddie  
President, CUPE Local 1048



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Colin Kinsley  
Mayor



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Wendy Nordin  
Deputy City Clerk

LETTER OF UNDERSTANDING

Between

THE CITY OF PRINCE GEORGE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 399 AND 1048

SICKNESS/WELLNESS COMMITTEE

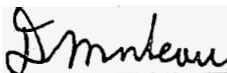
The City of Prince George and CUPE Locals 399 and 1048 agree to establish a Sickness/Wellness Committee.

The Committee shall be comprised of two (2) representatives from CUPE 399, two (2) representatives from CUPE 1048, and four (4) representatives from the City. The Presidents of CUPE Locals 399 and 1048, the Director of Corporate Services, and the Human Resources Advisor, Labour shall participate on the Committee.

The Committee will:

- Review CUPE Local 399 and 1048's sick leave usage
- Identify ways in which CUPE's sick leave usage and costs could be reduced and estimate the cost savings
- Review alternate short, medium, and long term sick leave plan designs and costs
- Review wellness programs and/or initiatives and their costs

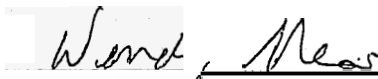
By June 30, 2009 the Committee will make recommendations to the Parties concerning the ways in which CUPE's sick leave costs could be reduced and the ways in which the cost savings could be spent (on alternate sick leave plan designs and/or on wellness programs and/or initiatives).



Dennis Marleau  
President, CUPE Local 399



Carlene Keddie  
President, CUPE Local 1048

  
Colin Kinsley  
Mayor  
Wendy Nordin  
Deputy City Clerk

**LETTER OF UNDERSTANDING**

**Between**

**THE CITY OF PRINCE GEORGE**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCALS 399 & 1048**

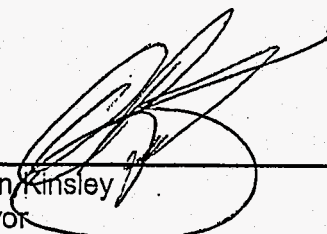
**ARENAS SCHEDULING COMMITTEE**

The Employer and the Union agree that the scheduling of the CN Centre and Community Arenas facility operations staff could be improved. Therefore, they agree that within thirty (30) days of the ratification of this Collective Agreement, a Committee will be struck to develop and implement, on a trial basis, a new scheduling process for those staff.

The Committee will be comprised of three (3) exempt staff and three (3) representatives of CUPE Local 1048. The new process will be developed by July 31, 2008 and will be based on the scheduling concepts used by the Aquatics Division. The new process will be used until June 30, 2009; following which the Committee will recommend to the Parties whether it should continue; be revised and continue; or be discontinued.



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Dennis Marleau  
President, CUPE Local 399

  
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Colin Kinsley  
Mayor

\_\_\_\_\_  
Carlene Keddie  
President, CUPE Local 1048



\_\_\_\_\_  
Wendy Nordin  
Deputy City Clerk



## LETTER OF UNDERSTANDING

Between

THE CITY OF PRINCE **GEORGE**

And

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

### **FLEET TRAINING**


This Letter of Understanding replaces Article 29.04(b) of the Collective Agreement so long as the letter of understanding remains in effect.

The term Fleet refers to vehicles or rolling equipment and these terms may be used interchangeably.

1. Where there is a need for additional qualified operators to provide back-up coverage for incumbents in equipment/truck driving classifications, the Employer will post training opportunities to meet that need. Selection of Trainees will be in accordance with Article 15.02 of the Collective Agreement.
2. A Fleet Training Committee will be struck consisting of up to four (4) representatives of the Employer and two (2) representatives of each Union Local. The Fleet Training Committee will review the equipment training needs and the City will provide a list of Fleet Operator positions and the number of back-up operators required.
3. Training on equipment for incumbents in positions where operation of that equipment is necessary for their job, will not be posted.
4. Training on equipment where the equipment is used intermittently or sporadically within a Division by incumbents in other positions, will be posted within the Division and applicants selected based on Article 15.02. Equipment used intermittently or sporadically refers to equipment use that is not the core function of any one position or is not used on a regular and continuous basis.
5. Cross training on equipment of employees who hold a position in the same equipment classification as the equipment on which they are being trained will not be posted. The Employer shall endeavor to cross train all employees within a classification. Employees shall not be prejudiced in bidding on other job vacancies within the classification due to delays in cross training. Employees who decline cross training on a piece of equipment may be prejudiced by their lack of ability in bidding on a vacancy on that equipment.
6. In order to facilitate training of employees to become qualified back-up operators, the Parties agree that employees may only hold two (2) *Fleet Operator Trainee Positions* at any one time.
7. The first eight (8) hours of training in any *Fleet Operator Trainee Position* will be considered a trial period during which time the Trainee may relinquish the Trainee Position without affecting future training options. Trainees who continue in the

position after the first eight (8) hours of training commit to the training. If a Trainee decides to relinquish a Trainee Position after completion of the trial period (committing to the training) he or she will not be eligible to apply for another *Fleet Operator Trainee Position* for a period of one (1) year.

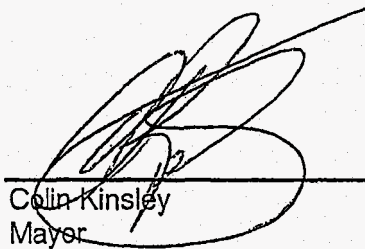
8. Trainees and those who become qualified will be required to provide back-up coverage as needed.
9. Current Trainees in a fleet operator trainee position will have their training completed or otherwise concluded prior to posting any additional fleet operator trainee positions for the same type of equipment.-
10. This Letter of Understanding will be implemented on a trial basis with a term of one year from the date of ratification. After one (1) year, the Fleet Training Committee will review its terms and may renew for another term, renew with amendments or cancel.




Dennis Marleau  
President, CUPE Local 399



Carlene Keddie  
President, CUPE Local 1048



Colin Kinsley  
Mayor



Wendy Nordin  
Deputy City Clerk

LETTER OF UNDERSTANDING

Between

THE CITY OF PRINCE GEORGE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCALS 399 AND 1048

GRIEVANCE PROCEDURE

The Employer and the Union agree that the Grievance Procedure could be improved. In an attempt to increase discussion and resolution of grievances, the Parties agree to follow the Grievance Procedure described below for a trial period. This Letter of Understanding will replace Article 10.02 and will be in effect for at least one (1) year from the ratification date of this Collective Agreement. After one year, with thirty (30) days written notice, either Party may terminate this Letter of Understanding.

A grievance is defined as any complaint or difference between the Parties arising from the interpretation, application, administration or alleged contravention of the Collective Agreement.

Step 1

The employee will bring the issue forward to his or her exempt supervisor within 7 working days of first becoming aware of it. The employee may be assisted by a Union representative. An informal discussion will take place and the exempt supervisor will provide a response within five (5) working days of the discussion.

Step 2

Grievances not resolved at Step 1 may be referred to the Central Grievance Committee. The Central Grievance Committee will be comprised of up to four (4) representatives of the Employer and two (2) representatives of each CUPE Local.

Each Party (Employer, CUPE 399; CUPE 1048) will choose a Central Grievance Committee Chairperson,

The Central Grievance Committee will meet once each month at a predetermined time.

Any Party wishing to advance a grievance to Step 2 will refer the issue in writing to the other Parties within seven (7) working days of receiving a Step 1 response. The written referral will contain enough detail so that the other Parties will know what issues(s) are involved in the complaint and what the referring Party seeks as redress. The referring Party will also state with whom and when the Step 1 meeting occurred.

The Central Grievance Committee will discuss all the grievances which were referred to it prior to the day of the meeting and attempt to resolve them. A written response to the grievances will be provided to the other Parties within ten (10) working days of the meeting.

If required, in addition to the regularly scheduled meetings, special meetings of all or part of the Central Grievance Committee may be held to follow up on outstanding issues.

Step 3

Grievances not resolved at Step 2 may be referred to the City Manager,

Any Party wishing to advance a grievance to Step 3 will refer the issue in writing within five (5) working days of receiving a Step 2 response.

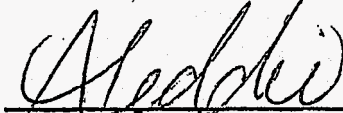
A meeting with the City Manager will occur within five (5) working days of the referral and a written response to the grievance will be provided within five (5) working days of the conclusion of Step 3.

Step 4

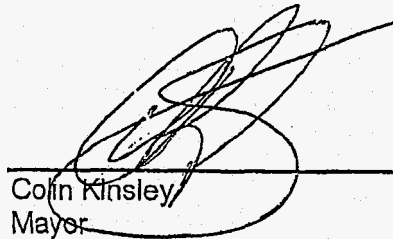
A grievance not settled at Step 3 may be referred to Arbitration within five (5) working days of receipt of the City Manager's decision. Such referral will be in writing and will be directed to the City Manager or his designate.



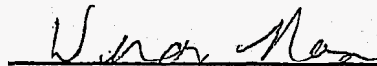
\_\_\_\_\_  
Dennis Marleau  
President, CUPE Local 399



\_\_\_\_\_  
Carlene Keddie  
President, CUPE Local 1048



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



\_\_\_\_\_  
Wendy Nordin  
Deputy City Clerk

LETTER OF UNDERSTANDING

Between

THE CITY OF PRINCE GEORGE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

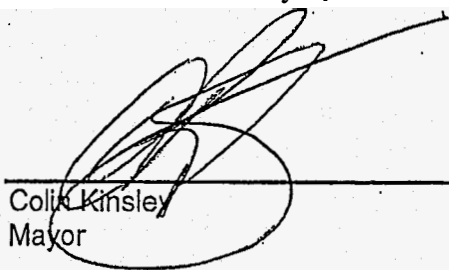
LOCAL 399

**LAY-OFF PROTECTION**

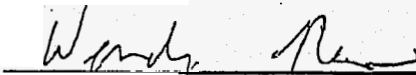
1. For the purpose of providing job security, the City agrees not to lay-off employees who qualify for lay-off protection under the terms of this Letter of Understanding,
2. The term "lay-off" shall be defined as a period of time that an employee is not actively employed by the City due to shortage of work.
3. An employee may request a voluntary lay-off in accordance with Article 16.02.
4. This Letter of Understanding will not apply to reductions in the workforce caused by legislative requirements.
5. To qualify for lay-off protection under this Agreement, an employee must meet the following criteria:
  - i. be a permanent employee of the City; and
  - ii. own a permanent full-time position in Schedule "A" of the Collective Agreement that is not subject to seasonal variation; or
  - iii. own a permanent full-time position in Schedule "A" of the Collective Agreement that is subject to seasonal variation and own another full-time permanent position in Schedule "A" of the Collective Agreement that provides seasonal employment during the normal off-season of the other position.
6. This Letter of Understanding will be in effect for the term of the January 1, 2008 to December 31, 2012 Collective Agreement.



Dennis Marleau  
President, CUPE Local 399



Colin Kinsley  
Mayor



Wendy Nordin  
Deputy City Clerk

# LETTER OF UNDERSTANDING

Between

THE CITY OF PRINCE GEORGE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 399

## SCHEDULE D

Where the Employer feels that there is a bona fide need to add a Classification or Position to Schedule "D" so that normal or regular hours for that Classification/Position may be different than those described in Article 13.01 or to adjust the hours of work for a Classification/Position currently listed in Schedule "D", the following procedures shall be followed:

### New or Vacant Positions

1. Where the Employer intends to alter the regular hours of work for a position which *is* new or vacant, it will provide the Union with ten ~~(10 days)~~ prior notice of the proposed hours of work for the position(s) along with its reasons for such changes. Bona fide reasons shall include the need to significantly improve service, costs or efficiencies. This notice period may be waived by mutual consent. Consent will be granted in emergency situations where a local state of emergency has been declared.
2. The Union will have an opportunity to meet with the Employer to make representations with respect to the alteration in hours of work.
3. The Union will not unreasonably withhold consent to an alteration to the regular hours of work. If the Union does withhold consent, it shall provide its reasons for doing so to the Employer.
4. Where there is no mutual agreement to an alteration to the regular hours of work, the matter shall be referred to an Hours of Work Umpire who shall convene a hearing within fourteen (14) business days of the referral.
5. The Employer may proceed to fill the vacancy and the proposed regular hours of work will be noted on any posting for that vacancy. Should the matter not be resolved before the Employer is ready to appoint a candidate to the position, the candidate may commence work under the proposed regular hours of work,
6. The Hours of Work Umpire will first assist the parties to reach mutual agreement regarding the hours of work for the position(s). Should the Parties fail to reach agreement, the Umpire will evaluate the rationale of both Parties to render his decision. The Umpire's decision will be in writing and will be binding on the Parties but shall not be precedent setting.
7. A decision of an Hours of Work Umpire to reject the proposed amendment to the regular hours of work shall be retroactive such that overtime premiums will be paid to employees who worked the shift during the interim period.

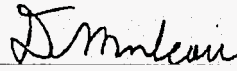
### Existing Positions with Incumbents

8. Where the Employer intends to alter the regular hours of work for a position with an existing incumbent, it will provide the Union and the affected employee(s) with thirty (30) days prior notice of the proposed hours of work for the position(s) along with its reasons for such changes. Bona fide reasons shall include the need to significantly improve service, costs or efficiencies.
9. The Union will have an opportunity to meet with the Employer to make representations with respect to the alteration in hours of work,
10. Within thirty (30) calendar days of being notified, the Union shall inform the Employer of its decision to agree or not to agree to such changes. When making its decision, the Union will consider the bona fide impact that such change may have on the affected members' personal and family needs. Agreement to such change will not be unreasonably withheld by the Union.
11. Where there is no mutual agreement to an alteration to the regular hours of work, the matter shall be referred to an Hours of Work Umpire who shall convene a hearing within fourteen (14) business days of the referral.
12. The Umpire will first assist the parties to reach mutual agreement regarding the hours of work for the position(s). Should the Parties fail to reach agreement, the Umpire will evaluate the rationale of both Parties to render his decision. The Umpire's decision will be in writing and will be binding on the Parties but shall not be precedent setting.
13. Where there is a dispute between the Parties, the affected employee(s) shall not commence the altered hours of work until the Umpire has rendered his/her decision.
14. Employees who are affected by an hours of work change under this Letter of Understanding shall be offered the amended work shifts on the basis of seniority (high to low) provided they are qualified to perform the work. In the event that the Union agrees with, or an Umpire rules in favour of the proposed changes, and there are insufficient employees who agree to accept the work shifts, the Employer shall assign the work in reverse order of seniority (low to high) to employees who are qualified to perform the work.

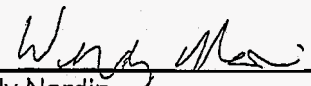
### Umpires

15. The Umpire shall be selected from the following mutually agreed upon list on a rotational basis. Should an Umpire not be available within the specified timeframe, the next name on the list shall be selected.
  - i. Emily Burke
  - ii. James Dorsey
  - iii. John Hall
  - iv. Irene Holden

16. The Parties will share in equal portions the fees and costs of the Umpire.



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Dennis Marleau  
President, CUPE Local 399

  
\_\_\_\_\_  
Colin Kinsley  
Mayor  
\_\_\_\_\_  
Wendy Nordin  
Deputy City Clerk