

# **COLLECTIVE AGREEMENT**

between

## **THE CORPORATION OF THE CITY OF GRAND FORKS**

(Hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

and

## **CANADIAN UNION OF PUBLIC EMPLOYEES**

### **LOCAL 2254**

(Hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

Term:  
March 1, 2001  
To  
February 28, 2005

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**APPENDIX A.**

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## **DEFINITIONS**

“Employee” - An employee is a person who is employed full or part-time by the Employer.

“Regular Employee” - A regular employee is a person who is employed on a regular basis in a position expected to be continuous and who has successfully completed probation.

“Probationary Regular Employee” - A regular employee serving the probationary period.

“Temporary Employee” - A temporary employee is a person who is employed for a specified or indefinite period not to exceed five (5) consecutive months in any one (1) year, subject to extension for a similar period by mutual agreement.

“Casual Employee” - A casual employee is a person who is employed on a day-to-day periodic basis.

“Summer Student” – This is a casual position, limited to students attending secondary or post-secondary institutions for employment during summer vacation, and is intended to complete work in parks, boulevards, downtown area and other civic properties. These positions do not accrue seniority and are not eligible for any of the benefits attached to the Collective Agreement. The maximum term of employment for a Summer Student will not exceed 20 weeks in a year. Summer Students will not be hired/working if any temporary or regular outside employee(s) is on lay-off. No overtime will be offered to a Summer Student unless other employees have had first right of refusal. The primary duties will be limited to washroom clean-up, weeding, hand mowing, litter pick-up, and garbage can emptying, flagging, garden bed watering, weed eating, operating pick-up trucks, operating backpack blowers, and other duties added by mutual agreement between the Union and the Employer.

## **ARTICLE 1 - RECOGNITION OF THE UNION**

### Section 1 - Exclusive Bargaining Agency

- 1.01 The Employer recognizes the Union as the exclusive bargaining agency for the purpose of conducting collective bargaining, rates of pay, hours of work, and all other working conditions of the employees in the bargaining unit employed by the City of Grand Forks (hereinafter called the "employees"), as long as the Union retains its right to conduct collective bargaining on behalf of such employees under the provisions of the Labour Relations Code.

### Section 2 - Recognition of the Union

- 1.02 Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of his/her employment, and every new employee whose employment commences hereafter, shall, within twenty (20) days worked after the commencement of his/her employment, apply for, and maintain his/her membership in the Union as a condition of his/her employment.
- a) When an employee is hired, he or she shall be advised by the Employer that a Collective Agreement is in effect and the employee shall be provided with a copy of the Agreement.
  - b) A new employee shall be provided with the names and location of the Chief Shop Steward and the President of the Union.

### Section 3 - No Discrimination

- 1.03 The Employer agrees there shall be no intimidation, coercion or discrimination exercised or practiced against any employee by reason of his/her activities as a member of the Union and the Union agrees there shall be no intimidation or discrimination on its part towards any employee of the City.

#### Section 4 - Withdrawal of Labour

- 1.04 In event of a strike, walk-out, or suspension of work by employees of the City, or a lock-out by the Employer, the Union agrees to immediately consult with the Employer, concerning coverage of essential services, as defined in Section 72 of the Labour Relations Code, in the event of an emergency situation during the strike or walk-out.

#### Section 5 - Managerial Exclusions

- 1.05 Without restricting the generality of the foregoing sections, it is agreed that the following positions (s) shall be excluded from the bargaining unit and from the terms of this agreement:

Administrator	City Clerk
Treasurer	Fire Chief
Confidential Secretary	Works coordinator
Deputy Clerk	Deputy Treasurer
Outside Works Superintendent	Assistant Outside Works Superintendent
Collector	Approving Officer

#### Section 6 - Union Check-Off and Induction

- 1.06 The Employer shall, during the life of this Agreement, deduct as a condition of employment, a sum equivalent to dues as set by the Union from the pay due each pay period to each employee. The Employer shall remit the same to the Financial Secretary of the Union in the month following the month in which deductions are made. Each employee shall provide, as a condition of employment, a signed written Assignment of Dues to the Union substantially in the form contained in the Labour Relations Code.
- 1.07 The Employer will, at the time of making such remittances, enclose a list of such employees from whose pay cheque such deductions are made and the amount deducted from each.
- 1.08 Notwithstanding any provisions of this Agreement, there shall be no financial responsibility on the part of the Employer for fees or dues of an employee unless there are sufficient unpaid wages of the employee in the Employer's hands.

## Section 7 - Bulletin Boards

- 1.09           The Employer agrees to provide and maintain bulletin boards in the City Works building, at City Hall, and the Airport terminal building provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events and reports of the Union and the City.

## ARTICLE TWO- MANAGEMENT RIGHTS

- 2.01 The Union recognizes the undisputed right of the Employer to operate and manage the business of 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 the employees. These rules and regulations shall not be contrary to any provision of this Agreement, and a copy of such shall be communicated in writing to the Union.
- 2.02 The Employer shall always have the right to hire, to discipline, demote and discharge employees for cause, providing that such disciplining, demotion or discharge shall not be contrary to any provisions contained hereinafter.
- 2.03 The Employer shall not contract out work where it would result in the layoff or reduction of regular hours for any regular employee, or failure to recall an employee with recall rights, except in emergencies.
- 2.04 The Employer agrees to send to the Union copies of Minutes of the Regular or Special Meetings of Council, with the exception of In-camera Meeting Minutes.
- 2.05 Copies of all rules and regulations made by the Employer for the employees in the bargaining unit shall be forwarded to the Union and shall be posted on all bulletin boards.

## ARTICLE THREE - TECHNOLOGICAL AND OTHER CHANGES

3.01 The Employer shall notify the Union within 60 working days of any technological change, policy, practice or other change that adversely effects the terms, conditions or security of employment of one or more regular employees.

### Section 2 - Severance Pay

3.02 No regular employee shall be dismissed because of change as per Article 3.01 except upon seven (7) calendar days notice, pay included, for each prorated year of service, with a maximum of four (4) weeks, during which time he/she will be allowed up to five (5) hours per week with pay, for the purpose of job interviews. Not less than two (2) working days prior to the expiration of the aforesaid period of notice the employee shall inform the Employer if he/she elects to receive severance pay as herein provided or whether he/she wishes to be laid off in accordance with Article 8 of this Agreement.

3.03 If the employee elects to receive severance pay, he/she shall lose seniority in accordance with Article 6.02 of this Agreement and even if rehired by the Employer at a later date, shall not again be entitled to severance pay as provided in this Article.

3.04 The severance pay payable to an employee pursuant to this Article shall be twenty-two (22) days pay at regular rates for each three (3) full years of service completed by the employee, provided however, that the severance pay shall not be less than twenty-two (22) days pay or not more than sixty-five (65) days pay.

### Section 3 - Training Program

3.05 The Employer, after consultation with the Union, instead of dismissing an employee, as per Article 3.01, may elect to retrain the employee for another position at the expense of the Employer for such period of time as the Employer thinks fit. After the training period, the employee shall have forty five (45) worked to adapt fully to the new position and if he/she does not so adapt, he/she may be dismissed by the Employer.

Any regular employee so displaced or dismissed under this Article will have recourse through the lay-off, recall and bumping procedures of this Collective Agreement.

3.06 If any employee who is displaced by technological change is retrained for, or takes a position with, the Employer that is at a lower rate of pay, he/she shall be entitled to only one-half (1/2) of the pay increases given to the new position until his/her rate of pay becomes the same as that provided for the new position.

3.07 Notwithstanding, anything contained elsewhere in this Agreement, any employee who has been laid off for two (2) months or more prior to the introduction of change as per Article 3.01, shall be deemed not to be affected by the technological change and will not be entitled to any of the benefits provided for in this Article.

#### Section 4 - No New Employees

3.08 No additional regular employees under this Article shall be hired by the Employer for the affected positions until the provision of Article 3.05 have been adhered to.

## **ARTICLE FOUR - DISCUSSION OF DIFFERENCES**

### Section 1 – Labour Management Committee

4.01 The Labour-Management Committee shall consist of the Shop Steward, one elected Union member from City Hall and one elected Union member from Public Works and the Administrator and two members of Management of the City. The Administrator and the Shop Steward shall be designated as joint chairpersons and shall alternate presiding over meetings.

However, should the Bargaining Unit of the City form its own local, the Union representation shall consist of the local President, and two Union executive members of the local. The Committee shall meet when necessary by mutual agreement. Employees shall not suffer any loss of pay for time spent with the Committee.

### Section 2 – Functions of the Committee

4.02 The Committee is established for the purpose of enabling the Parties, during the term of this Agreement, to discuss issues relating to the workplace that affect the Parties, or any employee bound by this Agreement. The Committee shall not deal with grievances or collective bargaining for the renewal or extension of this collective agreement.

## ARTICLE FIVE - GRIEVANCE PROCEDURE

### Section 1

5.01 Any employee(s) having any grievance with respect to violation or alleged violation of this Agreement shall have the right to endeavour to reach an amicable settlement of the grievance in accordance with this Article. It is agreed that the grievor has the right to be present, if requested by either party, at any stage of the procedure. Where the word “days” is used in this Article with reference to length of time, it shall mean “working days” unless otherwise specified.

5.02 Stage 1  
The employee(s) concerned, and/or a Union representative, will endeavour to settle the dispute with the immediate Department Head. Failing to reach a satisfactory settlement of the dispute within “five (5) working days” after its submission, the dispute may be referred to Stage 2.

Stage 2  
If the grievance is not resolved under Stage 1, the Union may submit the grievance to the Administrator within ten (10) working days of the date that the grievor received the decision under Step 1. Preparations for the hearing shall be made within two (2) working days of receipt of the Union response. The hearing will take place within seven (7) working days of receipt of the Union’s response. The Administrator will reply to the Union, in writing, of his decision within seven (7) working days. Within seven (7) working days of receiving this decision, the Union will either accept or reject the decision in writing. Failure to reach a satisfactory settlement will result in the dispute being submitted to Stage 3.

Stage 3  
The Union representatives shall meet with the Personnel Committee of Council and shall submit, and explain the rationale for, the grievance in writing. Failing to reach a satisfactory settlement of the dispute within fourteen (14) working days after submission at Stage 3, the dispute may be submitted to Stage 4.

Stage 4  
The dispute shall be submitted to a Board of Arbitration.

## Section 2

- 5.03 If a dispute is not submitted under Stage 1 within thirty (30) working days after the occurrence of the act or decision giving rise to the dispute, or is not advanced to the next stages within ten (10) working days after a decision was made or should have been made, the dispute shall be deemed to be abandoned and all right to recourse to the dispute procedure shall be at an end.
- 5.04 The procedure for settling disputes set out in this Article shall be strictly adhered to, but where a dispute involves a dismissal or suspension, the Employer and the Union agree to by-pass Stage 1 and 2 and this must be before the Personnel Committee of Council within five (5) working days. Policy grievances may go directly to Stage 3.

### 5.05 - Time Limits

The time limits in the above Article may be varied and/or extended only by mutual agreement between the Parties.

## Section 3

### 5.06 - City Grievance

The Employer shall have the right to submit any dispute regarding the interpretation of or violation of this Agreement to the Executive Officers of the Union. Failing a satisfactory settlement within five (5) working days of the submission, the Employer shall have the right, upon giving fourteen (14) working days notice in writing to the Union, to refer the disputed to a Board of Arbitration constituted in accordance with this Agreement.

## Section 4 - Board of Arbitration

- 5.07 The Board of Arbitration shall consist of three (3) members: one (1) to be selected by the Employer; one (1) to be selected by the Union; and a third mutually acceptable person who shall act as Chair, to be chosen by the two (2) persons thus selected. In the event that the Employer and the Union are unable to agree upon the selection of the third member of the Board, the Director of the Collective Agreement Arbitration Bureau shall be requested to appoint such member.

5.08 The decision of the Board of Arbitration, or of a majority thereof, with respect to an interpretation or alleged violation of this Agreement, shall be final and binding upon the Parties, but in no event shall the Board have the power to alter, modify, or amend this Agreement in any respect.

5.09 Each party shall bear the expenses of the Member of the Board of Arbitration chosen by it, and all expenses incurred in connection with the presentation and preparation of its own case, but the Parties shall share equally the expenses of the third Member of the Board.

#### 5.10 - Single Arbitrator

At the time a submission to Arbitration is made, the submitting Party may request that the matter be submitted to a Board of Arbitration composed of a single arbitrator, and if the other Party agrees within three (3) days of submission, this shall be done. In the event that the Employer and the Union are unable to agree upon the selection of the single arbitrator, the Director of the Collective Agreement Arbitration Bureau shall be requested to appoint such arbitrator. The provisions of Articles 5.08 and 5.09 shall apply as appropriate.

**ARTICLE 6 - SENIORITY/ANNIVERSARY**

6.01 Seniority shall operate on a bargaining unit-wide basis, and the Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards every six (6) months. A probationary employee does not accumulate seniority. Seniority is credited when a probationary employee becomes a regular employee.

- (a) It is understood that a casual employee does not accumulate seniority.
- (b) Temporary employees will accumulate seniority, based on the actual hours worked, but such seniority will not be credited, until the employee is hired for a second term of temporary employment or the first term is extended. Such extension is by mutual agreement with the Union. Upon crediting of seniority, the temporary employee will then be placed on the bottom of the temporary seniority list. Crediting of seniority will be calculated as the total number of hours worked. During the temporary assignment each employee will be provided with an on-going written assessment of their competency, suitability and areas of concern and how such employee may correct such concerns. Such assessment will be reviewed in the presence of a shop steward/union representative.
- (c) Temporary employees, upon appointment to regular staff and upon successful completion of probation, shall then be credited with seniority to the actual number of days worked for the Employer. Seniority date and Anniversary date shall be established by counting back the number of hours worked from the date of appointment as a regular employee. For Appendix "A" a day shall equal eight (8) hours worked. For Appendix "B" a day shall equal seven and one-half (7.5) hours worked.

## Section 2 - Loss of and/or Continuing Seniority

6.02 If an employee is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer, he/she shall not lose seniority rights. An employee shall only lose his/her seniority rights in the event:

- (1) He/she is discharged for just cause and is not reinstated.
- (2) He/she resigns.
- (3) He/she is absent from work in excess of two (2) working days without notifying the Employer, unless such notice was not reasonably possible.
- (4) After a layoff, he/she fails to return to work within seven (7) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address.
- (5) He/she receives severance pay.
- (6) He/she is on layoff and recall rights expire.
- (7) He/she retires.

## ARTICLE 7 - STAFF AND STAFF CHANGES

### Section 1 - Probation

7.01 A newly hired employee for a regular position shall be considered on a probationary basis for a period of fifty (50) days worked from the date of hiring to determine the employee's competency and suitability, as judged by the Employer, for the position and for service with the employer. The employee may be terminated at any time during the probationary period, without notice, at the discretion of the employer. Upon successful completion of the probationary period, the employee shall be considered a regular employee.

If the employee violates the Code of Conduct or the Disciplinary Policy, he/she may be terminated at any time during the probationary period, without notice, at the discretion of the Employer.

During the probationary period each employee will be provided with an on-going written assessment of their competency, suitability and areas of concern and how such employee may correct such concerns. Such assessment will be reviewed in the presence of a shop steward/union representative.

### Section 2 - Promotions, Demotions, Filling of Vacancies

7.02 The Employer agrees that seniority shall determine in all cases of promotions, demotions, or transfers, provided that competency, efficiency, ability and qualifications of the employees concerned are comparatively equal.

7.03 Prior to filling any staff change or promotion covered by the terms of this Agreement, the Employer shall notify the Union, in writing, and post notice of the position on the designated bulletin boards for a minimum of five (5) working days and a maximum of ten (10) working days, in order that all employees will know about the position and be able to make written application.

7.04 A) Positions shall be posted within one week of vacancy and filled within 22 working days. However, vacancies arising from retirement shall be posted sixty (60) days prior to the employee's retirement date.

B) When a vacancy occurs the vacancy will be filled. The Employer, subject to its requirements, will determine which classification will be used to fill the vacancy. The Employer will advise the Union through the Labour/Management Committee.

- 7.05 Such notice shall contain the following information: Nature of position, required knowledge and education, ability and skills, shift, and wage and salary rate or range.
- 7.06 No advertisement for additional employees shall be made until after such posting has been completed.
- 7.07 Conditional on satisfactory service and suitability for the new position, as established in two written evaluations by the employer, a regular employee shall be confirmed in a position to which appointed after a trial period of 400 hours worked. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he/she shall be returned to his/her former position and former salary without loss of seniority, and any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position without loss of seniority. This trial period may be extended by mutual agreement.
- 7.08 Where the Employer knows or assumes that an employee will be absent in excess of twenty (20) working days, and where the Employer intends to fill the vacancy, such vacancies will be posted and filled. If the temporary vacancy was created by a regular employee being absent due to illness, WCB, or leave of absence, the absent employee must give five (5) working days notice of his/her return to work. Vacancies of less than twenty (20) working days need not be posted.

## **ARTICLE 8 - LAY-OFFS AND RECALL**

### **Section 1 - Lay-Off and Lay-Off Notice**

- 8.01 In the event of a lay-off, employees shall be laid-off in reverse order of their bargaining unit-wide seniority, subject to job requirement and qualifications.
- 8.02 The Employer shall notify regular permanent employees who are to be laid off, in writing, nine (9) calendar days before lay-off is to be effective. If the employee has not had the opportunity to work seven (7) working days after notice of lay-off, he/she shall nevertheless be paid for seven (7) working days from the date of lay-off notice.

### **Section 2 - Bumping**

- 8.03 A regular employee who is given lay-off notice can bump another regular employee with less seniority provided the employee has the qualifications and ability to perform the work of the position.

A regular employee who is given lay off notice, or a temporary employee with seniority rights, can bump another temporary employee with less seniority provided the employee has the qualifications and ability to perform the work of the position. A regular part-time employee or a temporary employee cannot bump a full-time regular employee.

Bumping rights must be exercised within two (2) working days of receiving notice of lay-off, or within two (2) working days after completion of term of employment and can only be exercised at the same or lower classification.

### **Section 3 - Recall-to-employment Rights**

- 8.04 A regular employee who has been laid-off shall have recall-to-employment rights for a period of twelve (12) months from the date the lay-off commenced. A temporary employee with seniority shall have recall to employment rights for a period of twelve (12) months from the last date worked.

Employees with recall-to-employment rights shall be recalled in order of seniority, providing they are qualified and able to do the work. The Employer shall notify the employee(s) of recall by registered mail, and shall give ten (10) days notice.

- 8.05 Any employee who is recalled for any period of ten (10) working days or less need not be given lay-off notice again. Employees recalled shall receive a minimum of three (3) days work.

#### Section 4 - Severance Pay

- 8.06 A regular employee who has completed a period of employment of at least six (6) consecutive months and who is about to be laid-off may elect within five (5) working days of being notified of the lay-off, to accept termination compensation based on the following formula, or may elect to be placed on the recall-to-employment list for a period of twelve (12) months.

Where the regular employee has completed a period of employment of at least six (6) consecutive months and up to the completion of a period of employment of three (3) consecutive years, two (2) weeks severance pay; plus one (1) additional week severance pay for each subsequent consecutive completed year of employment up to a maximum of eight (8) weeks severance pay in total.

Section 5 – Notice of Leaving the Employ of the City

8.07

An Employee wishing to leave the employ of the City must give written notice of his/her intention to leave the City ten (10) working days prior to the intended date of leave.

An Employee wishing to retire from the employ of the City must provide written notification sixty (60) working days prior to the date of retirement.

## **ARTICLE 9 - LEAVE OF ABSENCE**

### Section 1 - Requests for Leave

- 9.01 Except as otherwise specifically provided, where practicable, all requests for leave to be absent shall be submitted, to the immediate supervisor, on the appropriate form and the Employer shall respond within three (3) working days of the receipt of the request.

### Section 2 - General Leave

- 9.02 The Employer shall grant leave of absence, without pay, and without loss of seniority, to any employee requesting such leave for good and sufficient reason, provided the employee's request is in writing, and that the granting of such leave shall be subject to the Employer's approval.

### Section 3 - Union Leave

- 9.03 Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer, to regular or temporary employees elected or appointed to represent the Union at Union Conventions. Such time shall not exceed a total of twenty-four (24) working days in any one (1) year.

Any regular employee who is elected or selected for a full-time position with the Union, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of one (1) year.

The Employer agrees that where permission has been granted to regular or temporary employees, who are members of a Union Committee, to leave their employment temporarily to meet with the employer to carry out negotiations, or with respect to a grievance, or for a joint committee meeting, they shall suffer no loss of pay for the time so spent.

#### Section 4 - Compassionate Leave

- 9.04 The Employer agrees to grant leave of absence to a probationary or regular employee in the case of death of parent, parent-in-law, spouse, sibling, sibling-in-law, child, child-in-law, grandparent, grandparent-in-law, grandchild, grandchild-in-law.

Such leave shall be up to any four (4) working days without loss of pay, as requested by the employee, and shall be granted on any of the three (3) calendar days immediately prior to the funeral, the day of the funeral, and any of the four calendar days immediately following the funeral.

Where travel is in excess of 400 kilometres from City boundaries an additional two days shall be granted without pay. The employee has the option of using two (2) sick days from the sick bank for travel time.

Should the death occur while the eligible employee is on annual vacation, and upon request of the employee, Compassionate Leave, without loss of pay, will be substituted for the vacation days and the vacation days will be rescheduled.

#### Section 5 - Pallbearer Leave

- 9.05 Up to one (1) working day of leave shall be granted without loss of pay for a probationary or regular employee to attend a funeral as a pallbearer, provided that the employee has given twenty-four (24) hours notice and has the permission of his/her supervisor.

Pallbearer leave shall not be in addition to Compassionate Leave granted under this agreement,

#### Section 6 - Court/Jury Leave

- 9.06 The Employer shall pay an employee who is required to serve as a juror or witness, the difference between the juror or witness pay and his/her regular pay.

## Section 7 - Paternity Leave

9.07 The Employer agrees to grant two (2) working days Paternity Leave to a full-time regular permanent employee, without loss of pay, at the time of the birth or adoption of a child. If the second day of paternity leave carries over onto the weekend, then the employee is not entitled to the second day of Paternity Leave.

The employee will inform the Employer at least one (1) month before the desired leave of absence. On request, the employee shall supply a medical report confirming his spouse is pregnant and indicating the anticipated date of delivery of the child.

Except under extenuating circumstances, this leave will not be taken in conjunction with Article 14.09 Family Illness. The only circumstances that would give rise to using this leave in conjunction with Family Illness will be with written support from a doctor.

## Section 8 - Donor Leave

9.08 In the event a regular or probationary employee is required to be absent from work to donate either bone marrow or an organ, this form of leave shall be for a maximum of four (4) working days with full pay.

## Section 9- Education Leave

- 9.09 (a) Leave with full pay shall be given to a regular employee required to take courses at the request of the Employer. The Employer shall bear all costs associated with this request.
- (b) Leave without pay or leave with partial or full pay may be given to an employee requesting and granted permission to take courses under this Article. The Employer and the employee along with an elected member of the Union shall meet to determine if any degree of pay is warranted.
- (c) Such leave, if granted, may be for a period of up to one (1) year without loss of benefits or seniority.

## ARTICLE 10 - HOURS OF WORK, OVERTIME AND WAGES

### Section 1 - Hours of Work

10.01 The regular full-time working week for all employees in classifications in Appendix A shall constitute forty (40) hours and the regular full-time work day shall constitute eight (8) hours. The regular full-time work week for all employees in classifications in Appendix B shall constitute thirty-seven and one half (37 1/2) hours per week, and the regular full-time working day shall constitute seven and one-half (7 1/2) hours. An alternative regular working week and work day may be implemented by mutual agreement of the Employer and the Union.

#### Day Shift

Outside Workers - 7:00 a.m. to 4:00 p.m.  
Inside Workers - 8:00 a.m. to 4:30 p.m.

#### Afternoon shift

Five days of eight (8) hours each day from 4:00 p.m. to midnight with one-half (1/2) hour for lunch Monday to Friday.

#### Night Shift

Five (5) days of eight (8) hours each day from midnight to 8:00 a.m. with one-half hour for lunch Monday to Friday.

Notwithstanding any other provision of this Agreement, provided at least ten (10) hours notice to the new start time has been given, an employee in a classification in Appendix A may have the starting time of the employee's shift advanced by up to two (2) hours in order to carry out street sweeping duties (not more than once a week), or to carry out snow clearing and/or sanding duties, when required. If ten (10) hours notice is not given, the provisions of Article 10.06 shall be in effect.

10.02 The regular working week, together with the hours of work, may be varied by mutual agreement between the Employer and the Union to deal with special circumstances. Where the Union has requested a shift change the Employer will respond within five (5) working days.

10.03 It is agreed and understood that all employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of either an eight (8) hour shift or a seven and one half (7 ½) hour shift. Abuse of this provision could result in disciplinary action. It is further agreed that such period shall be taken at the employee's work site at times that will cause the least possible interference with the work in which the employees are engaged.

10.04 An employee reporting to his/her supervisor ready for work at the start of his/her regular shift shall be paid for two (2) hours if sent home by the supervisor.

#### Section 2 - Overtime

10.05 All time worked beyond the normal work day shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half (1 1/2X) for the first two (2) hours and double time (2X) after two (2) hours in any one day.

10.06 When an employee is required to work overtime, prior to commencing, and continuous with his/her regular shift, he/she shall be paid for these additional hours at a rate of double his/her regular straight time rate of pay.

10.07 An employee who works on Sundays shall receive pay at the rate of double his/her regular wage, subject to the provisions of Section 1 and Section 4 of this Article.

10.08 Employees shall be granted the privilege of electing to take time-off in lieu of overtime pay and shall accumulate such overtime in an Overtime Bank, to a maximum of five (5) days at any one time and to a maximum of fifteen (15) days in total in any calendar year. Any amount of overtime in excess of the accumulated five (5) days shall be paid through the City payroll. All banked overtime accumulated prior to and including November 30th, must be cleared by December 31st of the year the accumulated time was earned. Failure to clear the amount of accumulated overtime by this date will result in the Employer paying out all unused overtime to those employees so affected. Overtime accumulated after and including December 1st may be carried forward to the next year.

10.09 Any employee required to work in excess of ten (10) consecutive hours shall be entitled to a meal allowance of \$15.00 paid by the Employer through the Employer's regular payroll.

10.10 No employee shall be required to work overtime against his/her wishes when other qualified employees are available to perform the work.

### Section 3 - Call Back/Call Out

- 10.11 In the event of an employee being called to work on other than his/her regular shift and being sent home before he/she has completed four (4) hours, he/she shall be paid a minimum of four (4) hours pay.
- 10.12 An employee called out to work at any time after his/her regular shift of eight (8) hours shall receive a minimum of two (2) hours at time and one-half (1 1/2X); if called out on Sunday or holiday, he/she shall receive a minimum of two (2) hours at double time (2X).

### Section 4 - Standby

- 10.13 All Public Works department crews, if designated for weekend or statutory holiday standby duty, shall be entitled to four (4) hours pay (per day) of standby service at their regular rates of pay.
- 10.14 If standby service is required during the normal work week, employees so designated shall receive one (1) hour per day at their regular rate of pay.
- 10.15 Should overtime be required beyond the standby service, the employees so concerned shall receive the normal overtime pay, as set out in Article X, Section 2 of this Agreement. Unless Article 10.06 is applicable, if required to come out during standby duty, the employee shall be paid, with a minimum of two (2) hours, at overtime rates for the actual time worked in addition to the standby pay.

Should a second call come within the first two hours this would be considered part of the initial callout under the same terms as the initial callout.

### Section 5 - Wages

- 10.16 The Employer shall pay wages to its employees in accordance with Appendixes "A" and "B" attached hereto and forming part of this Agreement.
- 10.17 The employees shall be paid every other Friday, and if a Holiday falls on the Friday, they shall be paid on the Thursday immediately preceding. The time sheets for each pay period to be closed after the work day of the Monday immediately preceding.

Section 6 - Pay Differentials/Shift/Dirt Pay

- 10.18 All employees assigned to work either afternoon or night shifts shall be paid a differential of fifty cents (\$0.50) per hour.
- 10.19 A bonus of one dollar (\$1.00) per hour for each hour worked shall be paid to:
- (1) employees while assigned to work on asphaltting operations where liquid asphalt, asphalt or road oil is being used or handled in any manner;
  - (2) employees assigned to work cleaning sanitary or domestic sewers;
  - (3) employees while cleaning assigned public washrooms;
  - (4) concrete – placing and finishing;
  - (5) twenty-five percent (25%) of the time while operating the Sweeper
- 10.20 If an employee possesses a valid WCB Level One First Aid Certificate and is assigned to first aid duties, the employee will be paid a premium of twenty-five (\$0.25) per hour for each hour so assigned.

## **ARTICLE 11 - JOB DESCRIPTIONS/CLASSIFICATIONS**

- 11.01 If a new classification is established or an existing specification is changed in substance, the new specifications and the rate of pay will be established by the employer and will be sent to the Union. Any position in this classification can be posted and filled. The Union will have the opportunity to comment on the specifications and to discuss them with the Employer. If the Union objects to the new rate, in writing, within ten (10) working days, the parties will meet to negotiate the rate. If the parties cannot agree on the rate, the rate will be determined by a one-person arbitration board established along the lines outlined in the grievance procedure of this Agreement.
- 11.02 If an employee believes that, as a result of changes in duties, they no longer fall substantially within the employee's classification, the employee may apply for reclassification to another or new classification. The application will be considered by the employer, and if the employee is not satisfied with the result, the Union may process the matter of the appropriate classification at Stage 3 of the Grievance Procedure. Should no settlement be reached, the arbitration step may be utilized with a one-person arbitration board. The arbitrator, in such a case, is limited to determining which of the existing classifications is appropriate, or requiring the employer to establish a new one which is appropriate.

## **ARTICLE 12 - RELIEVING IN HIGHER PAID POSITIONS**

### 12.01 - Acting Capacity

When an employee is temporarily authorized to relieve in or performs the principal duties of a higher paying position, other than for on the job training purposes, he/she shall receive the rate for the job.

If the temporary assignment is to a position in a lower classification, the employee will continue to be paid at the employee's regular rate.

### 12.02 - Training Program

The Employer will institute and maintain a training program so that employees shall have the opportunity to receive training and qualify for promotion or transfer, in the event of a vacancy arising.

Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during the regular working hours with the following provisions:

- (1) Training will be for up to two hundred (200) hours worked.
- (2) If at any time during the training it is determined, by the Employer, that the employee is ill suited for the position, the employee will be informed of this determination in writing with a copy forwarded to the Union.
- (3) If, at any time during the training the employee decides that he/she does not wish to continue with the training, it will be the responsibility of the employee to so inform the Employer in writing, with a copy to the Union.
- (4) Job training positions will be offered by the Employer based on the City's future requirements.
- (5) In order to qualify for a trainee position, the trainee must hold a regular, casual or temporary position.
- (6) The Employer, in consultation with the Union through the Labour/Management Committee, will establish the number of trainee positions to be offered each year and post these positions.
- (7) Trainees will be allowed to hold only one trainee position at a time.

- (8) Employees will be allowed to train for more than one position, at the Employer's discretion.
- (9) Successful candidates for the trainee positions will be determined by seniority and able to meet the requirements of the training posting.
- (10) The two hundred (200) hours of training may be assigned in days or portions of days.
- (11) During the training process, trainees will receive instruction, have the opportunity for hands on experience, and be supervised.
- (12) A trainee will not be able to bump into a position for which they have received training.
- (13) At the beginning of the training process the employee will be provided with a form on which to record all hours/days spent as a trainee together with the training received and a copy of the assessment form to be completed during training. During the training process, a written assessment of the employee's performance and process will be done after one hundred (100) hours worked and after two hundred (200) hours worked. A copy of the said reports will be forwarded to the employee, the Union and the Employer.
- (14) During the training process, if the Employer or the employee determines that there are sections of knowledge lacking, the Union and the Employer will meet to review and schedule opportunities for the employee to rectify the lack.
- (15) Employees will not be limited to training only within their department.
- (16) This training program will in no way be used to replace the provisions of Article 12.01 Acting Capacity.
- (17) This training program will in no way be used to replace the opportunities for the apprenticeship programs.

## ARTICLE 13 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

### Section 1 - Statutory Holidays

13.01 All employees who have completed at least thirty (30) calendar days of service with the Employer shall receive one (1) day's pay, prorated on their normal weekly work pattern, for not working on the following holidays:

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 for regular employees, who have completed probation, an annual floating holiday to be taken at the mutual convenience of the employee and the Employer, and any other day proclaimed by the Federal, Provincial or Local Government as a holiday.

13.02 When a Statutory Holiday falls on a normal non-working day, and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the Holiday, at their regular rate of pay; such day off to be taken at the discretion of the Department Head concerned, within a two (2) week period following such Holiday.

This section shall be in accordance with the Employment Standards Act.

13.03 An employee who is required to work on a Statutory Holiday shall be paid at the rate of double (2X) his/her standard rate of pay for every hour worked, in addition to his/her regular holiday pay.

### Section 2 - Annual Vacations

13.04 Paid annual vacations for all regular employees covered by this Agreement shall be as follows;

Continuous Years of Service	Paid Entitlement in Weeks
1 - 4	3 weeks
5 - 10	4 weeks
11 - 17	5 weeks
18 - 19	6 weeks
20+ ...	add one day for each year of service to a maximum of 7 weeks

For each period of thirty (30) consecutive days an employee is absent from work in the year preceding the employee's anniversary date in any year, there shall be deducted one-twelfth (1/12) from the vacation with pay entitlement to which the employee would otherwise be entitled in the following year.

Upon termination, a temporary employee, a casual employee, and a probationary or regular employee, who is employed for less than one (1) year, shall be paid vacation pay of four percent (4%) of gross earnings.

- 13.05 All permanent part-time employees shall receive vacations on a pro-rata basis.
- 13.06 For the purpose of computing vacation pay, the work week shall be considered as constituting forty (40) or thirty-seven and one-half (37 1/2) hours, whichever applies. The word "pay" where used in this Article, except in the case of those employees covered under Clause 13.05 of this Article, shall mean remuneration for two (2), three (3), four (4), or five (5) weeks, as the case may require, based on the salary or hourly rate (inclusive of differentials) received by the employee for the forty (40) calendar days immediately prior to commencement of his/her vacation. Vacation qualifying dates shall be based on the employee's anniversary of service date.
- 13.07 Vacations shall be scheduled in accordance with the Employer's Vacation Policy.
- 13.08 If a paid holiday falls, or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation for each such holiday, in addition to his/her regular vacation period.
- 13.09 Employees who do not qualify for three (3) weeks vacation may request sufficient leave of absence without pay, so that they may enjoy a minimum three (3) weeks vacation and such leave shall not be withheld unreasonably.
- 13.10 Upon retirement an employee will be granted a full year's vacation credit without regard to the number of months actually worked up to the retirement date.
- 13.11 Should an eligible employee, while on annual vacation, become sick or disabled and require hospitalization, the employee shall be allowed to substitute sick leave for vacation leave, provided a doctor's certificate is submitted. Annual vacation days should then be rescheduled.

13.12 Annual Vacation may be carried over to a maximum of one week per year for a maximum carry over accrual of three weeks, to be used by the end of the fourth year. This vacation carry over shall be accrued by mutual agreement.

## **ARTICLE 14 - SICK LEAVE**

### Section 1 - Definition

- 14.01 Sick leave means the period of time a regular employee is permitted to be absent from work with pay because of inability to work by virtue of being sick or disabled because of an accident for which compensation is not payable under the Workers' Compensation Act. Employees shall endeavour to schedule medical or dental appointments outside the hours of work. Where this is not possible, time spent on such appointments shall be deducted from the employee's accumulated sick leave.

### Section 2 - Accumulation and Usage

- 14.02 Upon completion of the fifty (50) days worked probationary period, leave shall be accumulated on the basis of one and one half (1 1/2) days for every month of service, accumulative to a maximum of one hundred and fifty (150) days. A deduction shall be made from the employee's accumulated sick leave for all normal working days (exclusive of holidays) absent for sick leave.
- 14.03 Proof of such illness shall be filed with the Employer, if such is required by the Employer.
- 14.04 Use of sick leave, in excess of two (2) working days shall be certified by a Doctor.
- 14.05 If an employee is found to have willfully misrepresented him/herself as being ill, he/she shall refund all such sick leave pay to the Employer.
- 14.06 It is further agreed, that when unavoidable, time spent by an employee on a medical or dental appointment during his/her working hours will be deducted from the accumulated sick leave under the terms of Article 14.02.
- 14.07 Records of sick leave credits are to be kept by the Employer and statements of such credits are to be issued to each employee on or about January 31st of each year.

14.08 All employees shall, upon retirement, pursuant to the provisions of the Pension (Municipal) Act, or in accordance with Employer's policy, become eligible for and receive a cash gratuity payment, at the employee's current base rate of pay the following percentage of their accumulated sick leave, if any, on the following scale: after five (5) years of service twenty percent (20%) and an additional two percent (2%) per year thereafter to a maximum of one hundred and fifty (150) days.

(a) In the event of death of an employee, who is within two years of their minimum retirement age of fifty-five (55) years, the sick leave provision in Article 14.08 shall be applied to either the spouse or the estate.

### Section 3 - Family Illness

14.09 A regular permanent employee will be granted leave of absence without loss of pay for up to three (3) days, deducted from the employee's accumulated sick leave bank, to attend to matters arising when a member of the employee's immediate family (parent, parent-in-law, spouse, child, sibling) which the employee is responsible for is hospitalized, confined to bed or incapacitated due to required medical procedures, results of surgery, serious injury, etc. If more than three (3) days is required, or no accumulated sick leave exists, the employee will make arrangements for such leave, without pay, by telephone and subsequently confirm the details in writing.

The Employer may request confirmation from a qualified medical practitioner.

This type of leave may be granted up to three (3) separate times in a calendar year.

## **ARTICLE 15 - PREGNANCY AND PARENTAL LEAVE**

### 15.01 - Employment Standards Act

The provisions of Part 7 of the Employment Standards Act concerning Pregnancy and Parental Leave (as they may be) shall apply.

### 15.02 - Notwithstanding 15.01

(a) Where a doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of six (6) additional months shall be allowed. General leave may be granted where additional leave is required because of the health of the newborn child.

(b) The length of service of an employee who is absent from work in accordance with this Article for up to six (6) months shall be considered continuous for the purpose of any pension, medical, or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

1. The Employer pays the total cost of the plans;

or 2. The employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the Employer and the employee.

## **ARTICLE 16 - BENEFITS AND HEALTH CARE PLANS**

### **16.01 - Employee Group Benefits Plan**

Except where specified differently in this Article, The Employer shall provide and pay the full premium cost of the following insured employee benefits, and regular employees whose assignment is working twenty (20) hours per week or more, who are eligible shall participate in the plan at the beginning of the month following completion of the probationary period for those regular employees. Temporary employees, upon completion of sixty-five (65) days worked of service shall be paid 8% of their base hourly rate, as specified in Appendix 'A' and Appendix 'B' of this Agreement, for regular hours worked, in lieu of benefits. The 65 days worked waiting period shall not apply to temporary employees who have completed a temporary term of employment and who's recall rights have not expired. Regular part-time employees shall have the option of choosing either the benefit package, or receiving the 8% of their base hourly rate paid to them in lieu of benefits.

All benefits plans coverage's terms, conditions and specific eligibility requirements shall be governed by the actual terms and conditions of the benefits plans as amended from time to time. Any descriptions in this Agreement are provided for the purpose of general information.

The Union will be informed, in writing, of any and all changes to any benefit packages or carriers of same.

### **16.02 - Life Insurance/Accidental Death and Dismemberment**

Group Life Insurance and Accidental Death and Dismemberment for each eligible employee for one hundred thousand dollars (\$100,000.00) without evidence of insurability and disability waiver prior to age 65, terminating at age 65.

### **16.03 - Extended Health Benefit**

Twenty-five dollars (\$25.00) per calendar year deductible per individual/family.

Eighty percent (80%) twenty percent (20%) co-insurance - after one thousand dollars (\$1,000) benefits has been paid in a calendar year, expenses are reimbursed at one hundred percent (100%).

One million dollars (\$1,000,000) individual lifetime maximum.

Includes prescriptions, drugs, para-medical services, ambulance, nurses, hospital expenses.

#### 16.04 - B.C. Medical Services Plan

B.C. Medical Plan

#### 16.05 - Dental Plan

All eligible employees shall participate in a Dental Plan covering:

100% cost of Plan "A"

75% cost of Plan "B"

75% cost of Plan "C" (With maximum lifetime payment of benefits of \$3,000 per dependent child.)

Premiums are one hundred percent (100%) paid by the Employer.

#### 16.06 - Safety Glasses

The Employer will pay one hundred percent (100%) cost of standard frame and lens for prescription safety glasses, if required, to a maximum of one pair per two (2) calendar years. Non-prescription safety glasses will be provided as per clause 19.03.

#### 16.07 - Vision Care

All eligible employees shall participate in a Vision Care Benefit Plan of three hundred dollars (\$300) payable over each two (2) calendar year period.

16.08 In the event of a strike or lock-out, benefits shall be maintained, however, the employees will be responsible for paying one hundred percent (100%) of the premium cost, which amount will be recovered through payroll deduction over a period of time equal to the length of strike or lock-out after they return to work.

#### 16.09 - Benefits on Lay-Off; and on General Leave following Sick Leave

Benefits shall be maintained for a regular employee on lay-off, or on General Leave granted as a continuation of leave upon expiry of sick leave, for a period of four (4) months and the employee's share of premium costs will be recovered through payroll deduction over a period equal to the length of the lay-off, or the general leave, upon return to work.

At the option of the employee, benefits will be maintained for such an employee for an additional two (2) months provided the employee undertakes to pay the entire costs of the premiums. In such a case, the employee can prepay, or the Employer will pay the entire costs and recover them through payroll deduction over a similar period upon the employee's return to work.

Any amounts advanced by the Employer on behalf of an employee under this Section, and not recovered through payroll deduction must be repaid by the individual. The Employer may collect any unrecovered amounts by deduction from any final sums payable to the employee by the Employer (including any accumulated holiday pay).

## **ARTICLE 17 - CENSURES AND DISCIPLINARY ACTION**

- 17.01 Whenever the employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within five (5) working days thereafter, give written particulars of such censure to the secretary of the Union.
- 17.02 An employee may be dismissed or disciplined only for just cause.
- 17.03 Just cause shall not include the refusal of an employee to cross the picket line of a legal strike, or refusal to deal with any business establishment involved in a legal strike.
- 17.04 An employee may have a steward present at any discussion with supervisory personnel which the employee believes might be the basis of discharge or disciplinary action; and when a supervisor intends to interview an employee for discharge or disciplinary purposes, the supervisor shall so notify the employee in advance so that the employee may contact a steward to be present at the interview; provided this does not result in an undue delay to the interview or action taking place.
- When an employee is discharged or suspended, the employee shall be given the reason promptly, in writing.
- Any discharge or disciplinary action is subject to the grievance procedure in this agreement.
- 17.05 Should it be found, upon investigation, that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority rating and shall be compensated for all time lost in an amount equal to his/her normal 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 pursuant to Article 5.

## **ARTICLE 18 - SAFETY**

- 18.01 A Joint Safety Committee shall be maintained. This committee shall be composed of three (3) representatives chosen by the Union and three (3) representatives chosen by the Employer. Co-chairs shall be elected by the committee at the first meeting each year; one (1) shall be from among the Union representatives and one (1) from among the Employer representatives.
- 18.02 The Joint Safety Committee shall hold monthly meetings on a designated day, agreeable to the majority, and all unsafe and/or dangerous conditions shall be taken up and dealt with at such meetings.
- 18.03 Minutes of all Joint Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and to the Union and to the Workers' Compensation Board and a copy shall be posted on the bulletin boards in the City shops. All recommendations and requests from the Joint Safety Committee shall be followed up by the co-chairs, who shall report thereon to the Committee.
- 18.04 Time spent by employees in the performance of their duties as members of the Joint Safety Committee shall not result in the loss of pay.

## **ARTICLE 19 - GENERAL**

### **Section 1 - Tools**

- 19.01 In any cases where tradesmen or other employees are required by the Employer to provide their own hand tools, and where such hand tools are broken as a result of such employees carrying out their required duties and responsibilities in a proper manner, then the Employer shall pay the cost of replacing such broken hand tools, unless the employee is able to effect replacement, without cost to him/herself, under the terms of a guarantee or warranty.
- 19.02 The Employer will provide theft insurance or other coverage for tools and equipment, excluding motor vehicles, owned by employees and required by the Employer in the performance of their duties. A list of such tools and equipment must be provided to the Employer in advance to qualify for this protection. Proof of theft may be required by the Employer.

### **Section 2 - Clothing**

- 19.03 All employees working in any dirty or dangerous capacity shall be supplied with all necessary safety equipment and protective clothing when needed and the Employer shall be responsible for the upkeep of this protective clothing.
- 19.04 All employees working in the Public Works Department shall be reimbursed, upon submission of a receipt, up to \$150.00 per employee per year, for the cost of required safety boots.

### **Section 3 - Sexual Harassment**

- 19.05 It is recognized that everyone must be allowed to carry out their job without fear of sexual harassment. The parties agree to cooperate in attempting to resolve, in as confidential a manner as possible, any complaints of sexual harassment which may arise in the workplace. A grievance concerning sexual harassment may be launched at Stage 2 or 3, as may be appropriate.

### **Section 4 – Intent**

- 19.06 It is not the intent of the Employer to employ a casual or temporary employee instead of a regular employee.

19.07 - No Strike/Lockout

There shall be no strikes or lockouts as long as the agreement continues to operate.

## **ARTICLE 20 - RULES AND REGULATIONS**

20.01           Copies of all rules and regulations made by the Employer for the bargaining unit shall be forwarded to the Union and shall be posted on all bulletin boards.

## **ARTICLE 21 - TERM OF AGREEMENT**

- 21.01 This Agreement shall run for a period of forty-eight (48) months from March 1, 2001 to February 28, 2005, but shall not terminate at the expiration of the period unless notice, in writing, of the termination has been given by one (1) party to the other within four (4) months, but not less than two (2) months, immediately preceding the date of expiry.
- 21.02 If no such notice is given, this Agreement shall remain in effect until terminated by either party upon notice, in writing, given within four (4) months, but not less than two (2) months, immediately preceding the date of expiry.
- 21.03 Either party may, within the period of four (4) months immediately preceding the date of expiry of this Agreement, by notice, require the other party to commence collective bargaining.

**ARTICLE 22 - PRINTING OF AGREEMENT**

22.01 The Employer will be responsible for the amending and drafting of the Collective Agreement and the costs associated with the printing and supply of the Collective Agreement will be borne equally between the parties. The Employer will provide each employee and each newly hired employee with a copy of this Agreement. The Employer will acquaint each new employee with the content of the articles dealing with “Union Security” and “Union Check-Off and Induction”.

**IN WITNESS WHEREOF** the parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED ON BEHALF OF:

THE CORPORATION OF THE  
CITY OF GRAND FORKS  
2254

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL

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**APPENDIX "A" Hourly Rates**

POSITION	March 1/01	March 1/02	March 1/03	March 1/04
Summer Student	14.50	14.96	15.43	15.91
Labourer II	20.81	21.27	21.74	22.22
Labourer I	20.97	21.43	21.90	22.38
Operator III	21.57	22.03	22.50	22.98
Operator II	21.83	22.29	22.76	23.24
Operator I	22.55	23.01	23.48	23.96
Tradesman	21.83	22.29	22.76	23.24
Tradesman-Parks	22.97	23.43	23.90	24.38
Meter Reader/Groundsman	21.83	22.29	22.76	23.24
Storekeeper	24.05	24.51	24.98	25.46
Journeyman	24.31	24.77	25.24	25.72
Lineman	28.33	28.79	29.26	29.74
Working Foreman -Electrical	29.58	30.04	30.51	30.99
Working Foreman -(Water & Sewer/Roads/Facilities & Parks)	25.56	26.02	26.49	26.97
Sub-Foreman – Electrical	29.08	29.54	30.01	30.49
Sub-Foreman -(Water & Sewer Roads/ Facilities & Parks)	23.18	23.64	24.11	24.59
Utilities Operator 111 – Operator in Training	21.83	22.29	22.76	23.24
Utilities Operator 11 – Level 1	22.55	23.01	23.48	23.96
Utilities Operator 1	24.31	24.77	25.24	25.72

Working Foreman: \$1.25 per hour over Highest Classification of employee under his supervision.

Sub Foreman: \$.75 per hour over Highest Classification of employee under his supervision.

**Apprentice:**

1<sup>st</sup> year: 65% of journeyman.....3<sup>rd</sup> year: 80% of journeyman  
 2<sup>nd</sup> year: 75% of journeyman.....4<sup>th</sup> year: 90% of journeyman

Operators of a tandem truck will receive \$0.25 per hour above whatever paid while operating it.  
 "Operator 3" positions will include riding lawn mowers with cutting decks greater than forty-eight (48) inches.

**Lead Hand:**

An employee appointed by a supervisor to be in charge of one or more other employees in addition to carrying on normal duties; when so appointed and when acting as such shall be paid \$0.45 per hour above the higher of own rate or highest paid employee under his/her lead:

An employee who is not classified as a Journeyman and who holds a valid welding certificate recognized by the City, will be paid a bonus of \$1.00 per hour for each hour performing authorized welding work.

NOTE:

The rates for each position for casual/temporary/probation shall be \$0.35 less than the regular rate for the position.

**APPENDIX "B"**

**Hourly Rates**

<u>POSITION</u>	<u>March 1/01</u>	<u>March 1/02</u>	<u>March 1/03</u>	<u>March 1/04</u>
Cashier/Clerk/ Steno/Receptionist	21.68	22.14	22.61	23.09
Planning Technician (in training)	22.33	22.79	23.26	23.74
Planning Technician 11	22.83	23.29	23.76	24.24
Planning Technician 111	23.33	23.79	24.26	24.74
Accounting Clerk I/ Computer Operator	22.08	22.54	23.01	23.49
Accounting Clerk II	22.93	23.39	23.86	24.34
Senior Accounting Clerk	23.72	24.18	24.65	25.13

NOTE:

The rates for each position for casual/temporary/probation shall be \$0.35 less than the regular rate for the position.

